



**CITY COMMISSION MEETING
AGENDA FOR MARCH 23, 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 Commissioner Wilson

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

MAYOR'S REMARKS

NEW EMPLOYEE INTRODUCTIONS Nathan Simmons, Deputy Fire Marshal; Jeremi Bumpus, Police Recruit Officer; Julia Sutterfield, Police Recruit Officer

PRESENTATION KCCMA Recognition - City Manager Arndt

PRESENTATION Update on Lou Hammond Group PR Plan - Mary Hammond

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 March 4th, 9th & 11th
		B.	Receive & File Documents
		C.	Personnel Actions
		D.	Application and Acceptance of the 2021-2022 Kentucky Household Hazardous Waste Grant in an amount of \$25,545 - C YARBER
		E.	Application for the Park Steward Grant Program through the National Park Service in the amount of \$3,000 - A CLARK
		F.	Application for a 2021 AARP Community Challenge Grant in an amount of \$31,066 - A CLARK

		G.	Acceptance of the FY2020 Certified Local Government matching grant program through the Kentucky Heritage Council in an amount of \$22,500- J SOMMER
		H.	KOHS 2020 Grant Acceptance in the amount of \$314,450 for radio equipment upgrades for the Paducah Police Department - B LAIRD
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Purchase of One (1) 1Ton Transit Van for use by the Police Department in the amount of \$46,682.00 - C YARBER
	III.	<u>ORDINANCE(S) - ADOPTION</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	
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Amendment to Professional Services Contract with Strand Associates in the amount of \$49,000.00 - R MURPHY
		B.	Zoning text amendment of Section 126-87 Mobile Food Vehicles - J SOMMER
		C.	Zoning text amendment of Section 126-115 Historical Zones, H-1 and H-2 - J SOMMER
	V.	<u>DISCUSSION</u>	
		A.	Entertainment Destination Center Discussion - K BYERS

		B.	City of Paducah General Fund Key Performance Indicators (KPI) - J PERKINS
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	VII.	<u>EXECUTIVE SESSION</u>	

March 4, 2021

At a Called Meeting of the Paducah Board of Commissioners held on Thursday, March 4, 2021, at 5:00 p.m. at Soirées Events & Catering located at 2069 Irvin Cobb Drive, Paducah, KY 42001, KY, Mayor Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

The public was invited to attend this meeting in person.

PUBLIC FORUM

Members of the public were invited to make comments related to ideas and concerns impacting the Southside area of Paducah.

ADJOURN

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

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

Meeting ended at approximately 6:10 p.m.

ADOPTED: March 23, 2021

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

March 9, 2021

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, March 9, 2021, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

INVOCATION:

Commissioner Henderson led the invocation

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

MAYOR'S REMARKS

- The Southside meeting last Thursday was well attended. He has received a lot of positive feedback through email from people who are wanting to volunteer.
- The 911 meeting established priorities and initiatives. The main issue is funding the project.

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 23, 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 23, 2021 <u>Contract File:</u> 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 <u>Financials File:</u> 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 <u>Bids File:</u> 1. ESRI – Quotations MO #2436
I(C)	Personnel Actions
I(D)	Appointment of Jennifer Colwell to replace Stefanie Horton and Charles Leon Owens to replace Earlie Fugate on the Civil Service Commission. Said terms shall expire March 9, 2024.

March 9, 2021

I(E)	Appointment of Melinda Winchester to replace Paul King and Greg McCord to replace Keith Petraitis on the Historical & Architectural Review Commission (HARC). Said terms shall expire March 9, 2024.
I(F)	Reappointment of April Cochran and Mary Katz to the Creative & Cultural Council. Said terms shall expire March 24, 2024.
I(G)	Reappointment of Albert Parker to the Municipal Housing Commission. Said term shall expire July 24, 2024.
I(H)	Reappointment of Rick Loyd to the Paducah Golf Commission. Said term shall expire March 26, 2025.
I(I)	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. (MO#2437; BK 11)

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

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

BOARD APPOINTMENTS

PADUCAH-MCCRACKEN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (IDA)

Commissioner Wilson offered motion, seconded by Commissioner Guess, that the Board of Commissioners approve the action of Mayor Bray in the appointment of J. P. Kelly, Bob Turok, and Keith Anderson, to the Paducah-McCracken County Industrial Development Authority (IDA), said terms shall expire March 31, 2025, March 31, 2024, and March 31, 2023, respectively.

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

MUNICIPAL ORDERS

CITY COMMISSION PRIORITIES

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

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (MO #2438; BK 11)

March 9, 2021

CITY HALL HISTORIC TAX CREDIT GRANT PHASE II

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

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (MO #2439; BK 11)

EMERGENCY SOLUTIONS GRANT (ESG-CV) – EMERGENCY SHELTER – KENTUCKY HOUSING CORPORATION

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

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (MO #2440; BK 11)

ORDINANCE ADOPTION

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 Guess, that the Board of Commissioners adopt 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.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **ORD 2021-03-8676; BK 36)**

ORDINANCE INTRODUCTION

CLOSURE OF ALLEY – 2170 & 2190 IRVIN COBB DRIVE

March 9, 2021

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an Ordinance entitled, “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.” This ordinance is summarized as follows: The City of Paducah does hereby authorize the closing of an alley extending northwest of Irvin Cobb Drive between 2170 & 2190 Irvin Cobb Drive, and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City to the property owners in or abutting the public ways to be closed.

CLOSURE OF ALLEY – 1039 & 1041 KENTUCKY AVENUE AND BETWEEN 1034 BROADWAY AND 1039 KENTUCKY AVENUE

Commissioner Gault offered motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, “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.” This ordinance is summarized as follows: The City of Paducah does hereby authorize the closing of two alleys extending North of Kentucky Avenue between 1039 & 1041 Kentucky Avenue and between 1034 Broadway & 1039 Kentucky Avenue, and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City to the property owners in or abutting the public ways to be closed.

BID AWARD FOR 2021-2022 STREET RESURFACING PROGRAM – JIM SMITH

Commissioner Wilson offered motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, “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.” This ordinance is summarized as follows: 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, and authorizes the Mayor to execute a contract for the following 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

March 9, 2021

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

March 9, 2021

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

APPROVE AFSCME CONTRACT 2021-2024

Commissioner Gault offered motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, “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.” This Ordinance is summarized as follows: This ordinance authorizes the Mayor to execute a contract between the City of Paducah and American Federation of State, County, and Municipal Employees, AFL-CIO, Local 1586, which will expire June 30, 2024.

V. DISCUSSION

Communications Manager, Pam Spencer, offered the following discussion summaries:

Bond Proceeds Discussion

“The Board discussed six potential projects for the nearly \$20 million in bond proceeds. The projects are Barkley Regional Airport Terminal, 911 Infrastructure/Funding, Outdoor Sports and Recreation Facility, Stormwater, City Facility Upgrades, and Miscellaneous Projects/Southside Enhancements. Several of these projects are joint projects with McCracken County.”

Enterprise Resource Planning Software Update

“Assistant City Manager Michelle Smolen updated the Board on the Enterprise Resource Planning Software Project which replaced the software system that the City had been using since 1995. Since the kickoff of this multi-phase project in 2016, the City has completed several phases including Financials (budgeting and purchasing), Revenue, and Property Tax. This month, the City is launching another phase using EnerGov for permitting, inspection, and code enforcement processes. Within the next few weeks, the public will be

March 9, 2021

able to use the software to submit permits online, make payments, submit a service request, and schedule inspections.”

Enhanced Maintenance Plan for Oak Grove Cemetery

“The Paducah Parks & Recreation Department is working to improve maintenance and the community’s safety at Oak Grove Cemetery. Staff will be reviewing the cemetery twice annually and removing items that are not permitted. To give families more time, Parks crews will not remove any items until April 1. Families are asked to visit burial plots this month and remove items of decoration that are not permitted. Items not permitted at burial plots include toys, ornaments, borders, plantings, ground covers (such as stones, gravel, mulch, etc.) candles, unsecured garden benches, or fragile items such as glass. The updated guidelines for the city-owned cemetery located at 1613 Park Avenue are posted at <http://paducahky.gov/oak-grove-cemetery>. The City reviewed guidelines from other cities for consistency.”

CITY MANAGER COMMENTS

- At the request of Commissioner Wilson, Mary Hammond will attend the next Commission meeting (March 23) to give us an update on the Relocated Workers Program.

PUBLIC COMMENTS

- Heather Cheek made comments about the enforcement of the Guidelines at Oak Grove Cemetery.

EXECUTIVE SESSION

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

- Issues which might lead to the appointment, dismissal or disciplining of an employee, as permitted by KRS 61.810(1)(f)

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

RECONVENE IN OPEN SESSION

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

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

ADJOURN

March 9, 2021

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

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

Meeting ended at approximately 8:29 p.m.

ADOPTED: March 23, 2021

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

March 11, 2021

At a Called Meeting of the Paducah Board of Commissioners held on Thursday, March 11, 2021, at 5:00 p.m. at Soirées Events & Catering located at 2069 Irvin Cobb Drive, Paducah, KY 42001, KY, Mayor Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

The public was invited to attend this meeting in person.

PUBLIC FORUM

Members of the public were invited to make comments related to ideas and concerns impacting the Southside area of Paducah.

ADJOURN

Commissioner Wilson 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, Guess, Henderson, Wilson and Mayor Bray (5).

Meeting ended at approximately 6:30 p.m.

ADOPTED: March 23, 2021

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

March 23, 2021

Minute File:

1. Notice of Special Called Meeting of the Board of Commissioners – March 4, 2021
2. Notice of Special Called Meeting of the Board of Commissioners – March 11, 2021

Contract File:

1. Purchase of Rollout Containers, Lids and Additional Replacement Parts from Toter, Inc.
MO #2424
2. MAP-GIS Esri License 3-year Renewal \$210,000 **MO #2436**

Proposals:

1. City Management Recruitment Proposals:
 - a. GovHR USA (winning proposal)
 - b. Strategic Government Resources
 - c. Executive Search Services

CITY OF PADUCAH
March 23, 2021

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

Michelle Smolen

City Manager's Office Signature

3/18/2021

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
March 23, 2021

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

<u>E911</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Noel, Christopher	Telecommunicator \$17.06/hr	Telecommunicator \$17.49/hr	NCS	Non-Ex	March 25, 2021
<u>PUBLIC WORKS</u>					
Canter, Thomas J.	Fleet Mechanic II \$23.59/hr	Fleet Mechanic II \$24.30/hr	NCS	Non-Ex	March 11, 2021
Ferrell, Christopher	Maintenance Supervisor \$26.60/hr	Maintenance Supervisor \$27.40/hr	NCS	Ex	March 11, 2021
Richardson, Casey D.	Fleet Mechanic II \$22.14/hr	Fleet Mechanic II \$22.80/hr	NCS	Non-Ex	March 11, 2021
Scutt, James R.	Fleet Supervisor \$25.43/hr	Fleet Supervisor \$26.19/hr	NCS	Ex	March 11, 2021
Shaw Jr., Jimi W.	Truck Driver \$19.09/hr	ROW Maintenance \$19.24/hr	NCS	Non-Ex	March 25, 2021

TERMINATIONS - FULL-TIME (F/T)

<u>E911</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Nolan, Stacey	Telecommunicator	Resignation	March 16, 2021
<u>FINANCE</u>			
Higgins, Matthew	Revenue Technician	Resignation	March 26, 2021
<u>POLICE</u>			
Cravens, Shawn	Police Sergeant	Resignation	March 24, 2021

Agenda Action Form

Paducah City Commission

Meeting Date: March 23, 2021

Short Title: Application and Acceptance of the 2021-2022 Kentucky Household Hazardous Waste Grant in an amount of \$25,545 - **C YARBER**

Category: Municipal Order

Staff Work By: Ty Wilson

Presentation By: Chris Yarber

Background Information: The Kentucky Division of Waste Management, through the Household Hazardous Waste Award Program, funds cities across the commonwealth for annual clean-up days. This grant award program provides a partial reimbursement for the expenses incurred by the city for the disposal and advertising/education of Spring Clean-up Day. For nearly 30 years, this project has been a collaborative effort between the McCracken County Fiscal Court and the City of Paducah.

The Engineering/Public Works and Planning Departments desire to submit an application for the 2020-2021 Kentucky Division of Waste Management Household Hazardous Waste Award Program. This grant requires a 25% cash or in-kind match. The City will act as the Lead Agency/Fiscal Agent and seeks an award of \$25,545, which will be combined with the required local cash match of \$6,386.25 for a project totaling \$31,931.25. Local cash match will be divided equally between the city and the county. As in previous years, the City's share of the local cash match will be paid through the Engineer/Public Works account number 50002209-520040.

Any award offered as a result of this application will require an Inter-local Agreement to be signed and will be brought before the City Commission and Fiscal Court for consideration.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

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

Attachments:

1. MO Household Hazardous Waste 2021
2. DEP 7127 2021-2022 HHW Grant Application Packet

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR AND ACCEPTANCE OF A 2021-2022 KENTUCKY HOUSEHOLD HAZARDOUS WASTE GRANT THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT IN AN AMOUNT OF \$25,545 TO ASSIST IN FUNDING THE CITY/COUNTY ANNUAL SPRING CLEAN-UP DAY AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the submission of a joint application with the McCracken County Fiscal Court for a Kentucky Household Hazardous Waste Grant through the Kentucky Division of Waste Management in the amount of \$25,545 to assist in funding the City/County Annual Spring Clean-up Day.

SECTION 2. That the City of Paducah hereby accepts the 2021-2022 Kentucky Household Hazardous Waste Grant through the Kentucky Division of Waste Management in the amount of \$25,545 to assist in funding the City/County Annual Spring Clean-up Day.

SECTION 3. The City of Paducah and the McCracken County Fiscal Court hereby agree that the City shall act as the lead government agency in meeting all grant requirements, including the local cash match of \$6,386.25, which will be split 50/50 with the McCracken County Fiscal Court.

SECTION 4. The City's match of \$3,193.13 will be funded through the Engineering/Public Works account number 5000 2209 520040. Funding for the local cash match will be subject to approval of appropriation in the Engineering/Public Works FY2022 budget.

SECTION 5. That the Mayor is hereby authorized to execute the Grant Agreement and all related documents with the Kentucky Division of Waste Management.

SECTION 6. 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 23, 2021

Recorded by Lindsay Parish, City Clerk, March 23, 2021

MO\grants\App & accept Household Hazardous Waste 2021-2022

Agenda Action Form

Paducah City Commission

Meeting Date: March 23, 2021

Short Title: Application for the Park Steward Grant Program through the National Park Service in the amount of \$3,000 - **A CLARK**

Category: Municipal Order

Staff Work By: Ty Wilson, Amie Clark

Presentation By: Amie Clark

Background Information: The Park Steward Program of the National Parks Service provides grants of up to \$3,000 to promote creative and innovative volunteer projects as well as support special events. These funds also invigorate growth volunteer programs.

Projects will be ranked using the following criteria:

- Benefit to volunteers
- Potential to increase volunteer hours or number of volunteers
- Benefit to park resources
- Involvement of underserved park audiences
- Promotion of the park's Volunteer Program
- Support from park partners

The City of Paducah Parks and Recreation Department wishes to apply for this grant in the amount of \$3,000 to begin a start-up volunteer program. Currently, our parks system doesn't have an established volunteer program, but we do receive requests for volunteer hours. We'd like to establish a volunteer program to recruit volunteers and meet the needs of volunteer hours in our community. This will improve the parks and services that we provide our citizens through the work and efforts of volunteers. Volunteers will be utilized to help with clean up projects like riverfront clean up, beautification of our parks and cemetery, as well as assist with event set up, crowd control and customer service at events, etc. The hours provided by volunteers will enhance the department's efforts on keeping our parks clean. There is no match requirement.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

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

Attachments:

1. MO Park Steward Grant 2021

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR THE PARK STEWARD GRANT PROGRAM THROUGH THE NATIONAL PARK SERVICE IN THE AMOUNT OF \$3,000

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to apply for the Park Steward Grant Program in the amount of \$3,000 through the National Park Service to begin a start-up volunteer program. Volunteers will be utilized to help with clean-up projects; i.e., river clean up, beautification of our parks and cemetery, and to assist in event set-up, crowd control and customer service at events. No matching funds are required.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 23, 2021
Recorded by Lindsay Parish, City Clerk March 23, 2021
\\mo\grants\NPS – Park Steward Grant 2021

Agenda Action Form

Paducah City Commission

Meeting Date: March 23, 2021

Short Title: Application for a 2021 AARP Community Challenge Grant in an amount of \$31,066 - **A CLARK**

Category: Municipal Order

Staff Work By: Ty Wilson, Amie Clark

Presentation By: Amie Clark

Background Information:

The AARP Community Challenge helps local governments and nonprofit organizations make immediate improvements that can jump-start positive change. The AARP Community Challenge provides small grants to fund quick-action projects that can help communities become more livable for people of all ages. Applications are accepted for projects to improve public spaces, housing, transportation, civic engagement, coronavirus recovery, diversity and inclusion, and more. There is no match requirement, but AARP reserves the right to award less funds than requested, so applicants should be prepared to discuss how they would scale down their proposals if asked.

The Parks and Rec Department desires to apply for this grant, in the amount of \$31,066, to replace water fountains in the parks with bottle filler style fountains. Due to COVID-19, water fountains in the parks were turned off all of last year to try and mitigate the potential spread of the virus. With bottle filler style fountains, the department can reduce the risk of spreading COVID-19. The department will request:

6 pedestal fountains

6 indoor wall mounted fountains

2 outdoor wall mounted fountains

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

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

Attachments:

1. MO AARP Challenge Grant App
2. AnnouncementExternal_Challenge2021

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR AN AMERICAN ASSOCIATION OF RETIRED PERSONS (AARP) COMMUNITY CHALLENGE GRANT IN THE AMOUNT OF \$31,066 FOR BOTTLE FILLER STYLE FOUNTAINS FOR THE PADUCAH PARKS DEPARTMENT, 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 requesting a “quick action” projects grant from the American Association of Retired Persons (AARP) in the amount of \$31,066, to replace water fountains in the parks with bottle filler-style fountains. No local cash matching funds are 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 23, 2021
Recorded by Lindsay Parish, City Clerk, March 23, 2021
\\mo\grants\AARP Community Challenge 2021

Agenda Action Form

Paducah City Commission

Meeting Date: March 23, 2021

Short Title: Acceptance of the FY2020 Certified Local Government matching grant program through the Kentucky Heritage Council in an amount of \$22,500- **J SOMMER**

Category: Municipal Order

Staff Work By: Ty Wilson, Josh Sommer

Presentation By: Josh Sommer

Background Information: FY2020 Certified Local Government matching grant program through the Kentucky Heritage Council provides funds in 8 priority categories. The City of Paducah has been awarded funds in the amount of \$22,500 from the Historic Building Survey category to enable a preservationist, preservationist intern or volunteer to survey the Northside Neighborhood and possibly nominate an area to the National Register of Historic Places if it is so warranted. National Register designation offers the formalization of an area's history and makes the rehabilitation of the buildings eligible for state and/or federal tax credits. Required local match is 40% (\$15,000) of project cost (\$37,500). Local match will be \$750 for an intern stipend and community volunteer time (Midtown Alliance of Neighbors) valued at \$3,213 and staff time valued at \$14,250.

With this award, the Planning Department is moving forward with the National Register nomination. David Taylor, a historic preservation consultant, will perform the survey and the nomination. Currently he has photographed the site and is working on the survey forms to submit to the Kentucky Heritage Council.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:

Account Number:

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

Attachments:

1. MO - award-KY Heritage Grant 2020
2. Paducah_PO_FY2020_Fully Executed -11pp

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING AN FY 2020 CERTIFIED LOCAL GOVERNMENT MATCHING GRANT PROGRAM THROUGH THE KENTUCKY HERITAGE COUNCIL THE AMOUNT OF \$22,500, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, The City of Paducah authorized the submission of an application for a Certified Local Government matching grant through the Kentucky Heritage Council in an amount of \$22,500, by Municipal Order No. 2337; and

WHEREAS, the Kentucky Heritage Council has now awarded the grant in the amount requested.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby accepts the FY2020 Certified Local Government Matching Grant Award in an amount of \$22,500 for a preservationist, preservationist intern or volunteer to survey the Northside Neighborhood and possibly nominate an area to the National Register of Historic Places if it is so warranted. The required local match is 40% (\$15,000) of the project cost (\$37,500). The local match will be provided with \$750 for an intern stipend, community volunteer time, and City of Paducah staff time. Funding will be provided from the Planning Department's operational budget.

SECTION 2. That the City of Paducah hereby authorizes the execution of all documents to accept the grant award as approved in Section 1 above.

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 23, 2021
Recorded by Lindsay Parish, City Clerk, March 23, 2021
\\mo\grants\award-KY Heritage Grant 2020



Commonwealth of Kentucky

PURCHASE ORDER

Document Number	PO 410 2000008139	Version: 1
Record Date:		
Document Description:	KY-20-10018 Paducah Northside Survey and NR Nomination	
Cited Authority:	KRS171.381(7)(K) Historic Preservation Grants Program	
Reason for Modification:		

Issuer Contact:	Ship To:	Bill To:
Name: Brittany May		Kentucky Heritage Council
Phone: 502-564-5335		410 High Street
E-mail: Brittany.May@ky.gov		
		Frankfort KY 40601

Vendor Name:	Vendor No.	KY0033652
CITY OF PADUCAH	Vendor Contact	
	Name:	CORIE COLE
PO BOX 2267	Phone:	270-444-8512
	E-mail:	CCOLE@PADUCAH.KY.GOV
PADUCAH KY 42002-2267		

Effective From: 7/1/20

Effective To: 9/30/21

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FY20 Federal HPF Funded CLG Grant Awards	\$0.000000	\$22,500.00	\$22,500.00

Extended Description:

FY20 Federal HPF Funded CLG Grant Award KY-20-10018 Paducah Northside Survey and National Register Nomination

TOTAL ORDER AMOUNT:	\$22,500.00
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	<i>Document Description</i>	<i>Page 2</i>
2000008139	KY-20-10018 Paducah Northside Survey and NR Nomination	

**The Kentucky Heritage Council's Certified Local Community (CLG)
Grant Standard Terms and Conditions
MEMORANDUM OF AGREEMENT**

As a prerequisite for the transfer of federal funds available from the National Park Service, U. S. Department of the Interior, for historic preservation activities appropriate for the Certified Local Government Program and allocated to the **Kentucky Heritage Council**, hereinafter referred to as the **Grantee**, and represented by Craig Potts, State Historic Preservation Officer, to

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

Hereinafter referred to as the **Subgrantee**, the Subgrantee hereby agrees to comply with the following administrative policies and procedures as required by current state and federal regulations.

This Agreement, identified as KY-20-10018, covers the federal grant of \$22,500.00 to be awarded for the completion of work beginning July 1, 2020 and completed by August 1, 2021. The project period is tied to the federal fiscal year ending on September 30, 2021 and allows time for processing the final reimbursement. The local matching share required for this grant is \$15,000.00.

A. The Subgrantee agrees to perform the work and submit the products defined in the Scope of Services.

B. The Subgrantee will keep complete and accurate financial accounts. Copies of the required documentation of expenses and donated services will be submitted with requests for reimbursement to the Grantee. Expenses incurred outside the project period cannot be paid for with this grant. The procedure for submitting reimbursement requests is outlined in Attachment 3, including reimbursement request forms and supporting documentation forms. The Subgrantee may be required to submit a revised project budget (Attachment 2), if requested, based upon the amount of the grant awarded and exact cost of proposed activities.

The Kentucky Heritage Council must receive final reimbursement requests no later than **August 1, 2021**. Failure to comply with this deadline may result in project cancellation or non-payment of expenses (Attachment 3).

C. The Subgrantee will comply with State and Federal regulations relating to procurement standards. These procurement rules require a formal bid process when goods and services costing more than \$20,000 are involved. If a Subgrantee is procuring goods and services for solicitation of less than \$20,000 the Competitive Negotiation process is acceptable. This process requires solicitation of not less than three proposals and selections based on lowest bid or other justification (Attachment 4).

D. The Subgrantee agrees to submit an interim progress report on April 1, 2021 and a final completion report within 60 days following the date of completion of the project, but no later than August 30, 2021. (Attachment 5). The Subgrantee agrees to any other project deadlines that may be specified in the Scope of Services.

The Subgrantee may request amendments to the approved budget or changes to the Scope of Services. Any changes in the project must be submitted to the Grantee for review and written approval before they are implemented.

The Subgrantee agrees to comply with all Federal Fair Employment Laws including Title VI of the Civil Rights Act of 1964, Executive Order 11246 and Section 504 of the Rehabilitation Act of 1973 and the 1990 American with Disabilities Act (Attachment 6).

The Subgrantee will comply with applicable State and Federal regulations relating to Conflict of Interest (Attachment 7).

H. The Subgrantee will comply with State and Federal regulations relating to cost principles (Attachment 8).

I. The Subgrantee will comply with the provisions of 18 U.S.C. 1913, which prohibits lobbying with Federal funds. No employee of the Subgrantee whose principal employment is in connection with

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2000008139	KY-20-10018 Paducah Northside Survey and NR Nomination	

this Subgrant may engage in political activities proscribed by the Hatch Act, 5 U.S.C. 1501, as amended.

J. The Subgrantee will acknowledge receipt of Federal funds to assist in this project in an appropriate method (i.e., printed acknowledgment in public notices, project sign, publications, etc.). Refer to Attachment 9 for appropriate statements and guidelines.

The Subgrantee and its employees and subcontractors grant and assign a royalty-free, nonexclusive and irrevocable license to the Kentucky Heritage Council and the National Park Service to reproduce, publish, or otherwise use and to authorize others to use written reports and works of art produced under the terms of this grant (**Attachment 10**). The grantee agrees to provide acknowledgment of Subgrantee contributions.

Subgrantees, contractors, and other secondary recipients are subject of federal and state audits in order to insure that all grantee/subgrantees have complied with all financial requirements and have complied with all applicable laws and regulations concerning expenditures; are required to maintain and to allow inspection of all financial and programmatic records and supporting documents retaining to the full life cycle of the grant; and are required to maintain all financial and programmatic records and supporting documents for the grant for a period of three (3) years from the date of submission of the final expenditure report or all claims or audit findings have been resolved (**Title 2 CFR Part 200**).

M. Should the Subgrantee enter into any contracts with consultants or any other third party, the Subgrantee agrees that the executed contract shall contain the provisions set forth in Attachment 6, and the executed contract shall state or incorporate by reference all applicable requirements imposed by the terms of this agreement.

N. Should the Subgrantee be unable or unwilling to meet the terms and conditions of the Agreement, the Grantee will terminate this project. In the event of termination, the Grantee may require that the Subgrantee be responsible for repayment of any and all funds already expended, and all reasonable expenses, including attorney's fees, incurred in the recovery of the grant funds.

SCOPE OF SERVICES:

Paducah Northside Survey and National Register Nomination – the City of Paducah, with oversight provided by the Planning Director, will hire a consultant meeting the Secretary of the Interior's Professional Qualifications Standards to complete a survey and develop a draft National Register district nomination for approximately 455 properties in the Northside neighborhood. All work will meet the Secretary of the Interior's Standards for the Treatment of Historic Properties. The project will meet any additional stipulations set forth by the CLG Coordinator.

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2000008139	KY-20-10018 Paducah Northside Survey and NR Nomination	

**Memorandum of Agreement Standard Terms and Conditions
Revised December 2019**

1.00 Effective Date:

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

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

2.00 EEO Requirements

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

3.00 Cancellation clause:

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

4.00 Funding Out Provision:

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

5.00 Reduction in Contract Worker Hours:

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

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

6.00 Access to Records:

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

7.00 Violation of tax and employment laws:

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

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance

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with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

Contractor must check one:

☒ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

☐ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

8.00 Discrimination:

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

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

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available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

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

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

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

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

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action

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with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Approvals – MOA Modification

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

1st Party: KHC Agency Head

 Executive Director
Signature Title

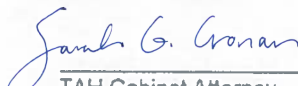
Craig A. Potts June 23, 2020
Printed Name Date

2nd Party: Subgrantee (Designated CLG Representative)

 DIRECTOR OF PLANNING
Signature Title

Tammara Tracy 6-15-2020
Printed Name Date

Approved as to form and legality:


TAH Cabinet Attorney

	<i>Document Description</i>	<i>Page 10</i>
2000008139	KY-20-10018 Paducah Northside Survey and NR Nomination	

Track Work in Progress - CR - 410 - 2000057507 - 1[Menu](#) [Back](#)**Date Submitted : 6/15/2020 Submitter : Brittany May**

Approval Rule ID	Seq No	Approval Level	Assignment Date	Initial Assignee Name	Approval Status	Approval User Name
4618	1	1	2020-06-15	410_Level 1	Approved	Melissa Brewer
4618	6	6	2020-06-16	Treasury - Deposit Room	Approved	Karen Johnson

[View Log](#)[View Visual](#)

Agenda Action Form

Paducah City Commission

Meeting Date: March 23, 2021

Short Title: KOHS 2020 Grant Acceptance in the amount of \$314,450 for radio equipment upgrades for the Paducah Police Department - **B LAIRD**

Category: Municipal Order

Staff Work By: Ty Wilson, Justin Crowell

Presentation By: Brian Laird

Background Information: The Kentucky Office of Homeland Security (KOHS) grant program, funded by the U.S. Department of Homeland Security, can be used by city and county governments, area development districts and public universities to address high-priority preparedness gaps in order to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. In 2018, the City of Paducah received \$117,582 for the purchase of four (4) bomb suits for the Police Department's FBI Certified Bomb Squad. In 2019, the City received \$442,181.76 for an EOD Robot.

For the 2020 KOHS funding cycle, the Paducah Police Department has been awarded funds for the purchase of communications equipment - mobile and portable radios, shoulder microphones and chargers - for use by law enforcement. The amount of the award is \$314,450.00. There is not a match requirement for this project.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

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

Attachments:

1. MO - accept KOHS police-homeland security hand-held radios 2020
2. Award Letter
3. Draft_Paducah_SC_094_2100000923_1_PO_CNTRCT_FORM-CBB signed

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING A 2020 KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS) GRANT AWARD IN THE AMOUNT OF \$314,450, FOR RADIO EQUIPMENT UPGRADES FOR THE PADUCAH POLICE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, on March 31, 2020, the Board of Commissioners adopted Municipal Order No. 2335, authorizing the application for a 2020 Kentucky Office of Homeland Security Grant in the amount of \$437,172.81; and

WHEREAS, the Department of Homeland Security has awarded this grant in the amount of \$314,450.

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

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to accept a 2020 Kentucky Office of Homeland Security Grant in the amount of \$314,450, for the purchase of communications equipment - mobile and portable radios, shoulder microphones and chargers - for use by law enforcement. No local cash match or in-kind contributions are 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 23, 2021

Recorded by Lindsay Parish, City Clerk, March 23, 2021

\\mo\grants\KOHS accept police-homeland security hand-held radios 2020



OFFICE OF THE GOVERNOR
KENTUCKY OFFICE OF HOMELAND SECURITY

Andy G. Beshear
Governor

200 Mero Street
Frankfort, KY 40622
Phone 502-564-2081
Fax 502-564-7764
www.homelandsecurity.ky.gov

Josiah L. Keats
Executive Director

October 9, 2020

Honorable Brandi Harless
Mayor
City of Paducah
P.O. Box 2267
Paducah, KY 42002-2267

RE: Homeland Security Grant Award
City of Paducah - 20-046

Dear Mayor Harless:

On behalf of Governor Andy Beshear, the Kentucky Office of Homeland Security would like to take this opportunity to congratulate you on your successful grant application submitted for FFY-2020 Homeland Security Grant Program. The project referenced below has been awarded \$314,450.

Approved Scope of Work: Provide funding for the purchase of communications equipment – mobile and portable radios, shoulder microphones and chargers -- for use by law enforcement as requested in application 20-046, submitted by the City of Paducah.

DO NOT SPEND ANY FUNDS UNTIL WE CONTACT YOU FOR A GRANT MEETING. FEMA has placed a funding hold on national priority areas. Therefore, KOHS will not be holding a meeting until 2021.

You, along with the other individuals listed on the application as project staff, will receive an email in 2021 with instructions on scheduling an appointment to meet with us virtually to discuss your award. If you have any questions at any time, please do not hesitate to contact our grants management team, Jennifer Annis and Anna Roaden, at 502-892-3382. If no one answers, please leave a message and one of us will return your call.

Again, please accept our congratulations and best wishes for a successful project. My staff and I look forward to working with you throughout the course of this grant.

Sincerely,

A handwritten signature in blue ink, appearing to read "Josiah Keats".

Josiah Keats
Executive Director
Kentucky Office of Homeland Security



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

SC 094 2100000923

Version: 1

Record Date:

Document Description: City of Paducah 20-046

Cited Authority: EMW-2020-SS-00039
2020 State Homeland Security Grant Program

Reason for Modification:

Issuer Contact:Name: Anna Roaden
Phone: 502-564-2081
E-mail: anna.roaden@ky.gov**Vendor Name:**
CITY OF PADUCAH

PO BOX 2267

PADUCAH KY 42002-2267

Vendor No. KY0033652**Vendor Contact**Name: CORIE COLE
Phone: 270-444-8512
Email: CCOLE@PADUCAH.KY.GOV**Effective From:** 2021-03-01**Effective To:** 2022-09-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		City of Paducah 20-046	\$0.000000	\$314,450.00	\$314,450.00

Extended Description:Period of Performance
Effective Date: 03/01/21
Expiration Date: 09/30/22**Scope of Work:**

The City of Paducah shall utilize grant funding to enhance the interoperable communications capabilities of the Paducah Police Department through the purchase of Motorola P25-compliant mobile and portable radios and related equipment, and as approved by the Kentucky Wireless Interoperability Executive Committee (KWIEC). Any change to this scope of work must first be approved by the KWIEC and then the KOHS Grants Management Office.

Shipping Information:	Billing Information:
Kentucky Office of Homeland Security 200 Mero Street Frankfort KY 40622	Kentucky Office of Homeland Security 200 Mero Street Frankfort KY 40622

TOTAL CONTRACT AMOUNT: \$314,450.00



	Document Description	Page 3
2100000923	City of Paducah 20-046	

Memorandum of Agreement Template

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, the Kentucky Office of Homeland Security ("the Commonwealth") and the City of Paducah ("the Contractor") to establish an agreement for the purchase and installation of mobile and portable radios. The initial MOA is effective from March 1, 2021 through September 30, 2022.

Scope of Services: The City of Paducah shall utilize grant funding to enhance interoperable communications capabilities of the Paducah Police Department through the purchase of Motorola P25-compliant mobile and portable radios and related equipment, and as approved by the Kentucky Wireless Interoperability Executive Committee (KWIEC). Any change to this scope of work must first be approved by the KWIEC and then the KOHS Grants Management Office.

Pricing: \$314,450.00

FFY 2020 HOMELAND SECURITY GRANT PROGRAM

GRANT INFORMATION AND IDENTIFICATION

CFDA Number: 97.067

CFDA Title: Homeland Security Grant Program

Award Year: FFY 2020

Federal Agency: Department of Homeland Security/FEMA

Pass-Through Agency: Kentucky Office of Homeland Security

Kentucky Office of Homeland Security (KOHS) Terms and Conditions

KOHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing KOHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipients must cooperate with any request by KOHS staff to inspect any resource acquired through the program.
2. Sub-recipients notify KOHS immediately of any degradation of capabilities or critical resources.
3. Sub-recipients must respond to all informational requests by KOHS staff in a timely manner.
4. **Sub-recipients that submitted applications that included the sharing of resources must adhere to that agreement.**

Change of Circumstances

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this agreement.

Confidentiality

The Second Party agrees that any employee or agent acting in its behalf will abide by the state and federal rules and regulations governing access to and use of information provided to the Second Party by the First Party in the administration of this contract.

Data Collection/Analysis Limitations

No data collected and provided by the First Party shall be used for any other purpose other than those expressly authorized in this agreement.

Extensions and Amendments to this Agreement

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The terms and conditions of this agreement may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Director of KOHS, the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee. The agency reserves the right to modify this agreement for the addition or deletion of requirements deemed necessary by the agency with the mutual agreement of both parties in accordance with KRS 45A.030 (2); KRS 45A.210 (1); (200 KAR 5:311)

Any mutually agreed upon changes to the agreement must be approved, in writing, by KOHS prior to implementation or obligation and shall be incorporated in written amendments to this agreement. This procedure for changes to this approved agreement is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

Liability and Indemnity

Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this agreement. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this agreement shall be determined according to applicable law.

Notices

Any notice, transmittal, approval, or other official communication made under this agreement shall be in writing and shall be delivered by hand, facsimile transmission, email, or by mail to the other party.

Severability

If any provision of this agreement is held judicially invalid, the remainder of the agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Sole Benefit

This agreement is intended for the sole benefit of the First Party, the Second Party, and, if implementing a federal grant program element, the United States Government, and is not intended to create any other beneficiaries.

Subcontractor Requirement

The Second Party agrees that all requirements of this agreement shall also be applicable and binding on any subcontractor the Second Party may contract with to meet the statement of work, method of payment, and deliverables of this agreement. All Second Party subcontractors are subject to First Party approval.

Successors and Assigns

This agreement may not be assigned by a party without the express written consent of the other party. All covenants made under this agreement shall bind and inure to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

Waiver of Breach

If a party waives enforcement of any provision of this agreement upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

IDENTIFICATION OF THE SUBJECT MATTER OF THE CONTRACT

Environmental Planning and Historic Preservation (EHP)

The Second Party acknowledges that any project considered to constitute ground breaking, attachment of equipment to the interior or exterior of a building or structure, construction or renovation must receive prior approval from FEMA before any work or financial expenditures can be made.

Environmental Standards

The recipient will comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of

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ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding.

The Second Party shall provide such information as may be requested by KOHS to ensure compliance with any applicable environmental laws and regulations. Second Party shall not undertake any construction project without the approval of First Party and DHS, as required by the grant guidance.

Intellectual Properties

The contractor agrees that any formulae, methodology, other reports and compilations of data provided by the First Party to the contractor for the purposes of meeting the terms and conditions of this agreement, or as developed, prepared or produced by the contractor for use by the First Party under the scope of services of this agreement shall be the exclusive property of the First Party. Any use of this material for purposes other than those specifically outlined and authorized by this agreement without prior approval and without appropriate acknowledgement of the funding source, shall be grounds for immediate termination of this agreement and possible criminal prosecution.

Kentucky Wireless Interoperability Executive Committee

Any portion of this agreement that involves data or voice communication equipment or projects, including data or voice interoperability equipment or projects shall be presented by the Second Party for action by the Kentucky Wireless Interoperability Executive Committee (KWIEC). Furthermore, it is a condition of this agreement that all recommendations of the KWIEC, will be accepted and implemented by the Second Party prior to the commencement of the project addressed in this agreement. A copy of the KWIEC decision will be provided to the First Party by the Second Party.

Mutual Aid and Interoperability Memorandum of Understanding

The Second Party and any other local entities receiving benefit from these grant funds must have a Mutual Aid Memorandum of Understanding with the Kentucky State Police.

NIMS Requirements

In accordance with HSPD-5, *Management of Domestic Incidents*, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.

Property Control

Effective control and accountability must be maintained for all personal property. Sub-recipients must adequately safeguard all such property and must assure that it is issued solely for authorized purposes. Subrecipients should exercise caution in the use, maintenance, protection and preservation of such property. *Title:* Subject to the obligations and conditions set for in 28 CFR Part 66, title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Use and disposition: Equipment shall be used by the subrecipoint in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subrecipient shall request, in writing, disposition instructions from KOHS prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to KOHS immediately.

Inventory: The Second Party must submit to the First Party an inventory of all equipment purchased with these federal funds. This inventory must include a description of the property, a serial number or other identification number, the source of the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

Annually, second party will submit all inventories to the KOHS via an online database or any other form or process deemed by the first party.

Equipment Marking

The Second Party agrees that, when practicable, equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security" in order to facilitate their own audit processes, as well as

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Federal audits and monitoring visits, which may result from receiving Federal funding. Additionally, any equipment purchased with funding under this agreement shall, when practicable, bear on it the logos of the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security.

Property Purchased by the First Party (KOHS)

Property purchased by the First Party for the purposes of fulfilling the requirements of the scope of services for this agreement, and which may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies are considered the property of the First Party and shall remain the property of the First Party.

This grant will provide reimbursement funding to the Second party for the specific scope of work described in the Extended Description. Successful completion by the Second party shall include the deliverables as listed in the Extended Description.

Entire Agreement

This agreement forms the entire agreement between the parties as to scope and subject matter of this Agreement. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Agreement.

CONSIDERATION AND CONDITIONS FOR PAYMENT

Availability of Federal Funds

This grant award is contingent upon availability of federal funds approved by Congress.

Consultant Rate

Approval of this agreement does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted and approved by the First Party and FEMA's National Preparedness Directorate prior to obligation or expenditure of such funds.

Earliest Date of Payment

No payment on this agreement shall be made before completion of the review procedure provided for in KRS 45A.705, unless alternate actions occur as set out in KRS 45A.695 (7). Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

Financial Management System

The Second Party agrees to establish and/or maintain a financial management system which shall provide for: Accurate, current, and complete disclosure of the financial results of the functions/services performed under this agreement in accordance with the reporting requirements as set forth in this agreement and attachment(s) thereto; Records that identify the source and application of funds for activities/functions/ services performed pursuant to this contract agreement. These records shall contain information pertaining to federal and/or state funds received, obligations, un-obligated balances, if applicable, assets, liabilities, expenditures and income; Effective control over and accountability for all funds, property, and other assets. The Second Party shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this agreement; Procedures for determining reasonableness, and allowability of costs in accordance with the terms and conditions of this agreement and any attachment(s) thereto; and Accounting records that are supported by source documentation.

Interest Income

Grant funds not reimbursed immediately to a vendor, subcontractor, etc. must be placed in an interest bearing account. The applicant agrees to be accountable for all interest earned with respect to these grant funds. Interest earned by this grant during the project must be reported and returned to KOHS quarterly.

Procurement

The acquisition of goods and services by the Contractor in performance of this agreement shall be according to applicable Commonwealth of Kentucky contracting procedures, the standards and procedures contained in applicable federal regulations (2 CFR).

For the purpose of any Kentucky Office of Homeland Security (KOHS)-funded projects using FY-2020 funds the sub-recipient will use the provisions of KRS 45A for the purchase of equipment and/or services. For any equipment and/or services under \$30,000 three (3) quotes will be obtained. For any equipment and/or services that exceeds \$30,000 the provisions of KRS 45A will apply.

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Disadvantaged Business Requirement

To the extent that the Second Party uses contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable. The Kentucky Procurement Technical Assistance (PTAC) may be available to post bid notifications or provide bid matching services with MBE/WBE businesses for Homeland Security Grant sub-recipients. Refer to www.kyptac.com or contact their office at (859)251-6019.

Program Income

The applicant agrees to be accountable for all interest or other income earned by the Second Party with respect to grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, rebates, etc.). All program income generated by this grant during the project must be reported to KOHS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from KOHS.

Reimbursement

The Second Party is required to sign this agreement with the Kentucky Office of Homeland Security to gain access to its allocated funds. No funds will be forwarded. The funds are allocated on a cost reimbursement basis. To receive reimbursement, the Second Party is required to provide the Kentucky Office of Homeland Security with copies of all obligation documents executed under this agreement and an inventory for equipment purchased. Reimbursement by the First Party to the Second Party shall not exceed the Total Amount as stated in the contractual agreement.

Contract Period

The subject services and functions are to be performed during the term of this agreement. It is understood that this agreement is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Payments

Payments to Second Party:

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely request for reimbursements. **All invoices must be dated between the effective date and expiration date of this agreement.** All reimbursement requests will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party and submitted in written format to the First Party by the Second Party. The method of reimbursement will be through electronic funds transfer.

Final Request for Reimbursements:

Final request for reimbursements must be submitted to the First Party no later than 45 days after the expiration of this agreement.

Transfer of Funds

The Second Party is prohibited from transferring funds between programs (State Homeland Security Grant Program, Law Enforcement Terrorism Prevention Program, Emergency Management Performance Grant, Interoperable Emergency Communications Grant Program, Emergency Operations Center Grant Program, or any other Federal Grant Program).

Vendor Verification

The Second Party must verify that the grant lead applicant/sub-recipient and any vendor providing services is not on the *Federal Excluded Parties Listing System* prior to any contracts funded by federal funds. This verification must be submitted with each reimbursement request to verify that the vendor is not debarred at the time of order. This information may be found at <https://sam.gov/portal/SAM/##11>. Reimbursement will not be made without this verification.

Closeout

The First Party will close out this award when it determines that all applicable administrative actions and all required work of the grant have been completed. Within 30 days after the expiration or termination of this agreement, the Second party must submit all financial, performance and other reports required as a condition of this grant.

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Cooperation

It is specifically recognized by the Second Party that it is their duty to reasonably accommodate the informational requests of the First Party in a timely manner and in the form they are requested. The Second Party agrees that the sole and final authority on compliance with any federal or state regulations, statutes and guidelines with respect to the grant rests with the Second Party and as such, will ensure that every effort is made to honor that compliance guidance.

Fusion Center

The Second Party agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

Required submissions: AARs and IPs (as applicable)

Exercise Evaluation and Improvement Reports

Any Second Party funded to provide exercises must report on any scheduled exercise and ensure that an After Action Report (AAR) and Improvements Plan (IP) are prepared for each exercise conducted with FEMA support (grant funds or direct support) and submitted to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN) within 90 days following completion of the exercise.

Financial and Compliance Audit Report

The Second Party agrees to submit each year, financial information on the total amount of federal funds expended. If the Second Party expends \$750,000 or more in total federal grant money during the sub recipient's fiscal year, an annual audit will be performed and a copy provided to the Kentucky Office of Homeland Security no later than 30 days after receipt of the final audit report. 2 CFR part 200, subpart F Audit of the States, Local Governments, and Non-Profit Organizations.

The Second Party is required to submit the Single Audit Report to the Federal Audit Clearinghouse (FAC) <https://harvester.census.gov/facweb/>. The FAC operates on behalf of the Office of Management and Budget (OMB). Its primary purposes are to:

- # Distribute single audit reporting packages to federal agencies.
- # Support OMB oversight and assessment of federal award audit requirement.
- # Maintain a public database of completed audits
- # Help auditors and auditees minimize the reporting burden of complying with Single Audit requirements.

Monitoring

The Second Party shall submit, at such times and in such form as may be prescribed, such reports as the First Party may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports. The Second Party shall also comply with any and all site visit monitoring performed by the First Party. The Second Party agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

Quarterly Reports

The Second Party agrees to submit within 30 days after the end of each calendar quarter a written report on all programmatic and financial activities. Quarterly reports will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party.

Open Records

Request for information under the Kentucky Open Records Act which may reasonably lead to the discovery of any information related to Homeland Security records as defined by KRS 61 may not be disclosed without the written approval of the KOHS Executive Director.

Performance Timeline

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Upon request by the First Party, the Second Party will provide summaries of progress made to date on this agreement. Should the First Party find the performance unacceptable, the First Party shall provide written notification and may cancel the agreement immediately.

Retention of Records

Records must be retained for three years from the day that the Kentucky Office of Homeland Security submits its final expenditure report for the federal grant funding this project.

Approvals

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

2020 The Department of Homeland Security Standard Terms and Conditions

The 2020 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2020. These terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit

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the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. **Subrecipients are not required to complete and submit this tool to DHS.** The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101–12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VII. Civil Rights Act of 1968

Recipients must comply with Title VII of the *Civil Rights Act of 1968*, [Pub. L. No. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see [42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D](#).)

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VIII. Copyright

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#).

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§ 37293733](#), which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

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XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supportedorganizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, Pub. L. No. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#)) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq.](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the [Solid Waste Disposal Act](#), Pub. L. No. 89-272 (1965), (codified as amended by the [Resource Conservation and Recovery Act](#), 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

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XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#)), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIS\)](#)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. No. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. No. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings about Which Recipients Must Report Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five year period; and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

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4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first-tier subawards.

- a. *Applicability*. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a) (2) of the *American Recovery and Reinvestment Act of 2009*, Pub. L. 111-5) for a subaward to an entity (See definitions in paragraph 5 of this award term).
- b. *Where and when to report*.
 - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System \(FSRS\)](#).
 - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.)
- c. *What to report*. The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov>.

2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report*. Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
 - 1) The total federal funding authorized to date under this award is \$25,000 or more;
 - 2) In the preceding fiscal year, recipient's received—
 - a) 80 percent or more of recipients annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

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- b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
- 3) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:

- 1) As part of the recipient's registration profile at <https://www.sam.gov>.
- 2) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - 2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - 1) To the recipient.
 - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient.

5. Definitions For purposes of this award term:

- a. *Entity:* means all of the following, as defined in 2 C.F.R. Part 25:
 - 1) A Governmental organization, which is a State, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization;

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- 5) A federal agency, but only as a subrecipient under an award or subaward to a nonfederal entity.
- b. *Executive*: means officers, managing partners, or any other employees in management positions.
- c. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include recipients procurement of property and services needed to carry out the project or program.
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- d. *Subrecipient*: means an entity that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See [17 C.F.R. § 229.402\(c\)\(2\)](#)):
 - 1) *Salary and bonus*.
 - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.
 - 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM Guidance for Emergency Communication Grants](#), including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing

Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. **Provisions applicable to a recipient that is a private entity.**
 - a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or

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- 3) Use forced labor in the performance of the award or subawards under the award.
- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
 - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
 - 1) Associated with performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.
- 3. Provisions applicable to any recipient.**
 - a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
 - b. It is DHS’s right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
 - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.
- 4. Definitions.** For the purposes of this award term:
 - a. *Employee*: means either:
 - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
 - b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
 - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - 2) A for-profit organization.

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- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended (22 U.S.C. § 7102)

XXXIII. Universal Identifier and System of Award Management

1. Requirement for System for Award Management

Unless the recipient is exempted from this requirement under 2 C.F.R. 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

2. Requirement for unique entity identifier

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

3. Definitions

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](#).
- b. *Unique entity identifier*: means the identifier required for SAM registration to uniquely identify business entities.
- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
 - 1) A Governmental organization, which is a State, local government, or Indian Tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization; and
 - 5) A Federal agency, but only as a subrecipient under an award or subaward to a nonFederal entity.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include the recipients procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. 200.330).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
- e. *Subrecipient* means an entity that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the Federal funds provided by the subaward.

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XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends [18 U.S.C. §§ 175–175c](#).

XXXV. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Disposition of Equipment Acquired Under the Federal Award When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for the activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

XXXVII Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

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**MOA/PSC Exception Standard Terms and Conditions
Revised December 2019**

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and
Whereas, the second party, the Contractor, is available and qualified to perform such function; and
Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date:

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

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

2.00 LRC Policies:

This section does not apply to governmental or quasi-governmental entities.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html> and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum:

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 EEO Requirements

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

5.00 Cancellation:

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

6.00 Funding Out Provision:

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

7.00 Reduction in Contract Worker Hours:

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The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky:

This section does not apply to governmental or quasi-governmental entities.

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity:

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

9.00 Invoices for fees:

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

10.00 Travel expenses, if authorized:

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein:

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

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12.00 Purchasing and specifications:

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

13.00 Conflict-of-interest laws and principles:

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance:

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

15.00 Access to Records:

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

16.00 Social security: (check one)

This section does not apply to governmental or quasi-governmental entities.

_____ The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

_____ The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

17.00 Violation of tax and employment laws:

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

	Document Description	Page 23
2100000923	City of Paducah 20-046	

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

 The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

 The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

18.00 Discrimination:

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

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

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

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

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

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

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

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

	Document Description	Page 25
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Second Party:

Signature

Title

Printed Name

Date

First Party:

Signature

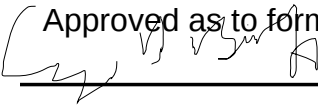
Executive Director

Title

Josiah Keats

Printed Name

Date

Approved as to form and legality.


Agenda Action Form

Paducah City Commission

Meeting Date: March 23, 2021

Short Title: Purchase of One (1) 1Ton Transit Van for use by the Police Department in the amount of \$46,682.00 - **C YARBER**

Category: Municipal Order

Staff Work By: Debbie Collins, Randy Crouch

Presentation By: Chris Yarber

Background Information: On December 3, 2020 sealed written bids were opened for the purchase of (1) 1Ton Transit Van for use by the Police Department. All bids received were over budget. In March, 2021 received quote from Paul Miller Ford at the price of \$46,682.00 on the Kentucky State Contract MA758 1800000180.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Rolling Stock/Vehicles Fleet Lease Trust Fund

Account Number: 71000210-540050

Staff Recommendation: Approve a municipal order for the mayor to sign an agreement with Paul Miller Ford for the purchase of One (1) 1Ton Transit Van for use by the Police Department in the amount of \$46,682.00 on state contract KY MA 758 1800000180.

Attachments:

1. MO one ton transit van 2021 – State Contract
2. Paul Miller Ford quote - state contract MA 758 1800000180
3. Bid Evaluation

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF A ONE-TON TRANSIT VAN IN THE AMOUNT OF \$46,682.00 FOR USE BY THE PADUCAH POLICE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to make payment to Paul Miller Ford, for the purchase of a One-Ton Transit Van, in an amount of \$46,682.00 and authorizes the Mayor to execute all documents related to same. This purchase is made in compliance with the Kentucky State Purchasing Contract No. MA758 1800000180.

SECTION 2. This expenditure shall be charged to Rolling Stock/Vehicle Fleet Lease Trust Fund Account No. 71000210-540050.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
\\mo\one ton transit van 2021 – State Contract



COMMERCIAL
VEHICLE CENTER

975 East New Circle Road

Lexington, KY 40505

859.351.6970

sam@paulmillergroup.com

DATE March 19, 2021

CUSTOMER ID

STATE CONTRACT # MA 758 1800000180

TO CITY OF PUDUCAH
ATTN: JIM SCUTT
1120 NORTH 10TH ST
PADUCAH, KY 42001
270-444-5152

jscutt@paducahky.gov

QUOTE

SHIP TO CITY OF PUDUCAH
ATTN: JIM SCUTT
1120 NORTH 10TH ST
PADUCAH, KY 42001
270-444-5152

SALESPERSON	JOB	DEAL#	ORDER#	Delivery Date	Payment Terms
SIMPSON	2021 FORD TRANSIT 350 HR HD CARGO	TBD	TBD	TBD	UPON RECEIPT

QUANTITY	DESCRIPTION	ITEM #		UNIT PRICE	LINE TOTAL
1.00	2021 FORD TRANSIT 350 HR HD CARGO DRW VAN RWD 148" WB EXT	F4U	1022.10	\$ 41,662.00	\$ 41,662.00
1.00	3.5L ECOBOOST V6 ENGINE	99G		1,495.00	\$ 1,495.00
	10 SPD AUTOMATIC TRANSMISSION	44U			
	A/C, TILT WHEEL, AM/FM STEREO	101A			
	POWER WINDOWS, LOCKS, MIRRORS				
	KEYLESS ENTRY				
1.00	UPFITTER PACKAGE	67C		610.00	\$ 610.00
1.00	FIXED REAR WINDOW PACKAGE	17A		75.00	\$ 75.00
1.00	DUAL HEAVY DUTY ALTERNATOR	63C		845.00	\$ 845.00
1.00	HD TRAILER TOW PACKAGE	53B		485.00	\$ 485.00
1.00	HIGH CAPACITY FRONT/REAR AIR CONDITIONING	57G		860.00	\$ 860.00
1.00	LOAD AREA PROTECTION	96D		575.00	\$ 575.00
1.00	MODIFIED WIRING SYSTEM	53K		75.00	\$ 75.00
1.00	CRUISE CONTROL	60C		-	\$ -
1.00	KEY (PROGRAMMABLE)	86F		-	\$ -
	EXTERIOR - OXFORD WHITE	YZ			
	INTERIOR - PALAZZO GRAY VINYL SEATS	VK			
LINE TOTALS				46,682.00	46,682.00
				SUBTOTAL	\$ 46,682.00
				SALES TAX	
				TOTAL	\$ 46,682.00

YOUR SIGNATURE & PURCHASE ORDER CONFIRMS ORDER.

Signature:

Print Name:

Title:

Purchase Order #:

Date:

Make all checks payable to Paul Miller Ford Inc.

THANK YOU FOR YOUR BUSINESS!

CITY OF PADUCAH, KENTUCKY**PUBLIC WORKS DEPARTMENT****One (1) 1Ton Transit Van - Police Department****LOWEST EVALUATED BID****BID OPENING: 2:00 p.m. CST on Thursday, December 3, 2020**

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Paducah Ford Allyn Moore 3476 Park Ave Paducah, KY 42001		
One (1) 1Ton Transit Van	\$88,918.00		

Delivery Time	159 days		
Manufacturer:	Ford		

DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:

1. Bidder's Required Certification	Yes		
2. Manufacturer Specifications	Yes		
3. Warranty Information	Yes		
4. Compliance with Tech Specs form	Yes		
5. Deviations with Information	None		
Kentucky State Bidder	Yes		

Responsive & Responsible Bidder:	Yes		
Evaluation Score:	1000.00		
BID RECOMMENDED FOR ACCEPTANCE	No (amount over Budget)		

Agenda Action Form

Paducah City Commission

Meeting Date: March 23, 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 Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

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

Exhibit A



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

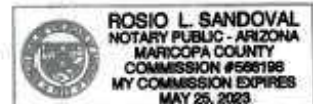
STATE OF Arizona
COUNTY OF Maricopa

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 _____

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



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.

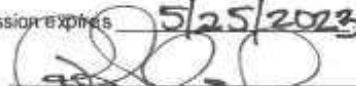

Signature of Property Owner

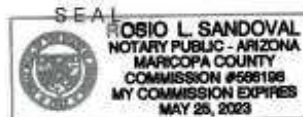
Matthew F. Braccia, President
Property Owner's Name Printed
Amerco Real Estate Co.
2727 N. Central Ave 5N
Phoenix, AZ 85004

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

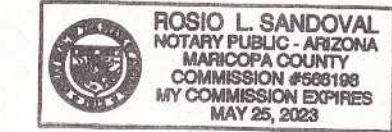
CERTIFICATION OF ACKNOWLEDGMENT

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



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

Shelly 1-19-21
COMCAST CABLE OF PADUCAH, INC. DATE

Eric J. D. 1/19/21
PADUCAH POWER SYSTEM DATE

Eric J. D. 1/19/21
PADUCAH WATER DATE

Eric J. D. 1/19/21
PADUCAH McCRACKEN JOINT SEWER AGENCY (JSA) DATE

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.

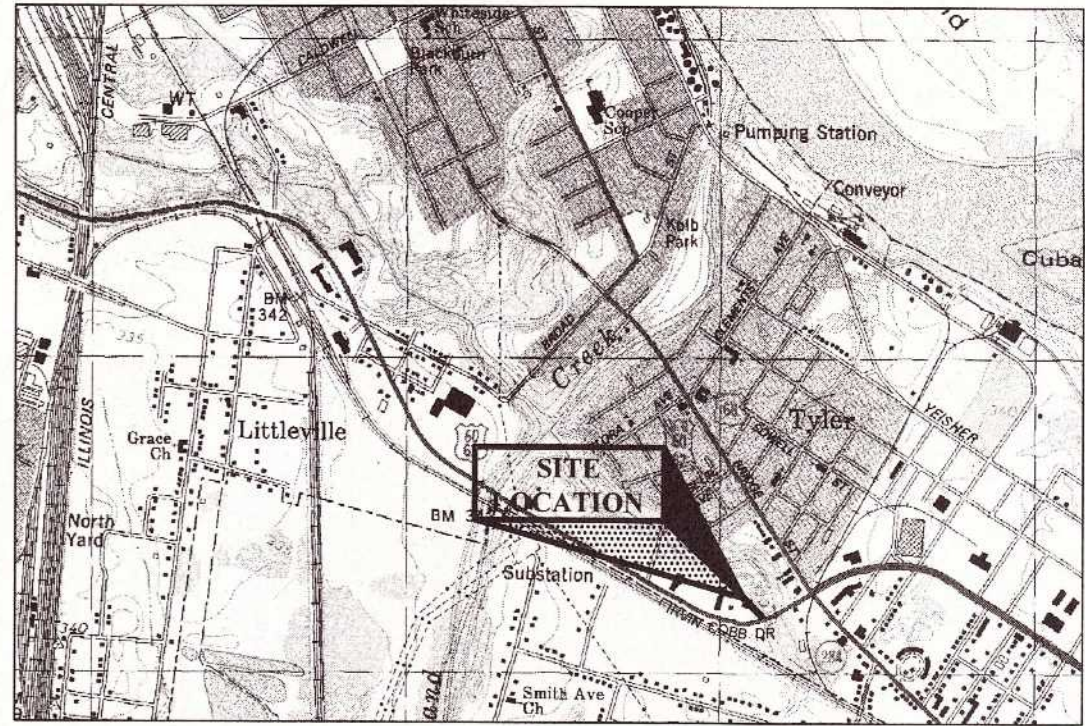
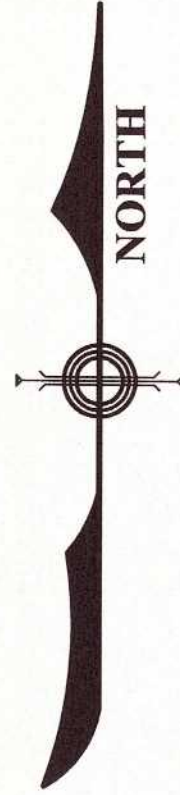
RICKY A. TOSH PLS No. 2900 DATE

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)
- 1/2"Ø x 18" LONG REBAR WITH PLASTIC CAP STAMPED "R.TOSH KYPLS 2900" (SET)
- MAG NAIL WITH WASHER STAMPED "2900" (SET)
- PROPERTY LINE
- ROAD CENTERLINE
- 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 BOOK No.	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

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);

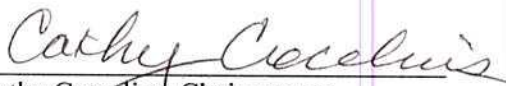
Thence South 44 Degrees 56 Minutes 40 Seconds East for a distance of 336.62 feet with the east line of the alley right of way and common line to the Amerco Real Estate property described in Deed Book 770, Page 336, and the Amerco Real Estate property formerly U-Haul Real Estate properties described in 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 23, 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 Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

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. Humerkoich
Signature of Property Owner

Douglas R. Humerkoich
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 HUMERKOICH

My Commission expires 11/23/2023

[Signature]
Notary Public, State at Large



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.

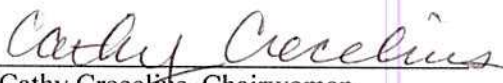
Together with and subject to covenants, easements, right of ways and restrictions of record and in existence.

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 23, 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 Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan: Develop communications plan with the Communications Manager

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

Agenda Action Form

Paducah City Commission

Meeting Date: March 23, 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 Commission Priority? Yes

If yes, please list the Commission Priority:

Communications Plan:

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

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CONTRACT

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

PREAMBLE

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

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

1. UNION SECURITY

A. RECOGNITION

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

B. MEMBERSHIP DUES DEDUCTION

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

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

2. DISCIPLINE

- A. At any disciplinary proceeding, an employee shall be entitled to representation by the Steward 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

Agenda Action Form

Paducah City Commission

Meeting Date: March 23, 2021

Short Title: Amendment to Professional Services Contract with Strand Associates in the amount of \$49,000.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: Synopsis:

The City of Paducah has a stormwater permit that requires the City to comply with regulations from the Environmental Protection Agency (EPA) and the Kentucky Division of Water (KDOW). The City has a contract with Strand Associates to help fulfill the requirements of the permit, mainly the Stormwater Quality Management Plan. This ordinance will continue the contract, as well as expand the stormwater work Strand does for the City.

Background:

On March 18, 2020, the City entered into a contract for as-needed stormwater assistance with Strand Associates in the amount not-to-exceed \$25,000.00. The Scope of Services included the following:

1. Assist with annual reporting, stormwater quality management plan updates, and other permit compliance efforts.
2. Attend meetings.
3. Communicate with Kentucky Division of Water staff.

The city wishes to extend the contract to include the above referenced items for the upcoming report cycle ending in April 2022, as well as, incorporating modeling services to assist the City in prioritizing possible stormwater projects on the basis of impact and anticipated costs, preparation of an Operation and Maintenance Plan, and an updated drainage manual as well as training and outreach for local engineers and designers.

The City received Small Municipal Separate Storm Sewer Systems (MS4) permit no. KYG200000 on May 1, 2018. The permit places effluent limitations, monitoring requirements and other conditions upon the City in order to comply with the permit. The City is required to develop, implement, enforce and update as needed a Stormwater Quality Management Plan. The proposed contract amendment incorporates needed work scope in order for the City to meet its regulatory requirements.

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

If yes, please list the Commission Priority: Stormwater

Communications Plan: Presentation for the Board of Commissioners

Communication Manager involved in discussion of projects

Updates for the website, social media posts

Work with Communications Manager to prepare Government 11 project updates

Education for local engineers and designers

Funds Available: Account Name: MAP Fund- Construction Materials/Storm Sewer

Account Number: 23002217-53920

Staff Recommendation: Authorize and direct the Mayor to accept and execute Contract Amendment #1 and any associated documents. Authorization increases Strand's contract by \$49,000.00. The approval of the contract amendment will increase the total contract amount of \$25,000.00 to \$74,000.00.

Attachments:

1. ORD Strand Amendment
2. Strand.Paducah Amendment.General Svcs Agreement

ORDINANCE NO. 2021-____-_____

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
AMENDMENT NO. 1 TO THE AGREEMENT WITH STRAND
ASSOCIATES, INC. FOR PROFESSIONAL SERVICES RELATED TO
STORMWATER ASSISTANCE**

WHEREAS, on March 18, 2020, the City entered into a contract for as-needed stormwater assistance with Strand Associates, Inc. in the amount not-to-exceed \$25,000.00; and

WHEREAS, the City received Small Municipal Separate Storm Sewer Systems (MS4) permit no. KYG200000 on May 1, 2018; and

WHEREAS, said permit places effluent limitations, monitoring requirements and other conditions upon the City in order to comply with the permit; and

WHEREAS, the City is required to develop, implement, enforce and update as needed a Stormwater Quality Management Plan; and

WHEREAS, the Board of Commissioners desires to enter into a contract amendment with Strand Associates, Inc. to incorporate needed work scope in order for the City to meet its regulatory requirements.

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

SECTION 1. The City Commission does hereby approve Amendment No. 1 to the Agreement with Strand Associates, Inc. for professional services related to Stormwater assistance. Said Amendment increases the agreement by \$49,000.00 for a total Agreement amount of \$74,000.00.

SECTION 2. The City Commission does hereby authorize and instruct the Mayor to execute Amendment No. 1 with Strand Associates, Inc. on behalf of the City of Paducah.

SECTION 3. This expenditure shall be charged to the MAP Fund- Construction Materials/Storm Sewer Account Number 23002217-53920.

SECTION 4. 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\CO Strand Associates Stormwater Assistance 2021



March 17, 2021

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

Attention: Mr. Rick Murphy, P.E., City Engineer

Re: Amendment No. 1 to the March 11, 2020, Agreement for General Services
As-Needed Stormwater Assistance

This is Amendment No. 1 to the referenced Agreement.

Under **Scope of Services**, ADD the following:

- “5. Provide supplemental stormwater modeling to support the development of stormwater projects. Support will include review of existing ENGINEER-prepared models from the Comprehensive Stormwater Master Plan (CSMP) project, supplemental modeling efforts to enhance modeling in the areas, and targeted evaluation of potential alternatives. Provide a short narrative summarizing the modeling results, exhibits for the project areas, and a preliminary opinion of probable construction cost for the alternatives.
- 6. Develop an operation and maintenance plan in accordance with KDOW municipal separate storm sewer system permit requirements.
- 7. Provide training to local developers and engineers on changes to OWNER’s draft stormwater drainage manual prepared by ENGINEER as part of the CSMP project. Finalize the stormwater drainage manual following OWNER’s final review, incorporating OWNER’s comments and local community input, as appropriate.”

Under **Compensation**, CHANGE \$25,000 to “\$74,000.”

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.[®]

CITY OF PADUCAH

DocuSigned by:

Joseph M. Bunker

3/18/2021

Joseph M. Bunker
Corporate Secretary

Date

George Bray
Mayor

Date

Agenda Action Form

Paducah City Commission

Meeting Date: March 23, 2021

Short Title: Zoning text amendment of Section 126-87 Mobile Food Vehicles - **J SOMMER**

Category: Ordinance

Staff Work By: Josh Sommer

Presentation By: Josh Sommer

Background Information: On March 15, 2021; the Paducah Planning Commission forwarded a positive recommendation to the Board of Commissioners to revise Section 126-87 (c) of the Paducah Zoning Ordinance. This change is to clarify exemptions for mobile food vehicles under the zoning ordinance. Specifically, mobile food vehicles operating under a special event permit or permanent mobile food vehicles (as in a mobile food court) are exempted from this section of the zoning ordinance.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. ORD Mobile Food Vehicles Text Amendment
2. Staff Report
3. Signed Resolution (MFV)

ORDINANCE NO. 2021-____-_____

**AN ORDINANCE AMENDING CHAPTER 126
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH RELATED TO
MOBILE FOOD VEHICLES**

WHEREAS, any proposed change to the text of the zoning code must be referred to the Paducah Planning Commission and recommendation made to the Paducah Board of Commissioners before enactment; and

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

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

WHEREAS, the Planning Commission adopted a proposal to change the text of Section 126-87 *Mobile Food Vehicles* of the City of Paducah zoning ordinance; and

WHEREAS, the City desires to amend certain sections of the Paducah Code of Ordinances to reflect the changes.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky hereby amends Section 126-87 *Mobile Food Vehicles* of the Paducah Code of Ordinances as follows:

Sec 126-87. Mobile Food Vehicles

(a) *Purpose and intent*

(b) *Definitions.*

(c) *Exemptions.* This section shall not apply to ice-cream or coffee trucks that move from place-to-place and are stationary in the same location for no more than ten (10) minutes at a time. This section also does not apply to food vending push carts, ~~or food~~ stands, Mobile Food Vehicles in operation under a special event permit and Mobile Food Vehicles intended to be stationary, such as; but not limited to, in a mobile food vehicle court.

(d) *Zoning locations*

(e) *Location and hours.*

- (f) *Self-contained units and appurtenances.*
- (g) *Garbage disposal.*
- (h) *Serving articles and alcoholic beverages.*
- (i) *Special Events.*
- (j) *Noise.*
- (k) *Application and permitting.*

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.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____
 Adopted by the Board of Commissioners, _____
 Recorded by the City Clerk, _____
 Published by *The Paducah Sun*, _____
 ord\126-87 Mobile Food Vehicles



TEXT AMENDMENT PADUCAH BOARD OF COMMISSIONERS

CASE NO.	TXT2021-029
TITLE	Mobile Food Vehicles
SECTIONS	Section 126-87. Mobile Food Vehicles (c) Exemptions
DESCRIPTION	Text change to provide for: Exemptions for Mobile Food Vehicles operating under a special event permit or in a mobile food vehicle court

PROCEDURAL NOTE

Zoning text amendments are first heard before the Paducah Planning Commission at a public hearing, pursuant to KRS 100.211 (2). The Planning Commission made a positive recommendation to the Board of Commissioners at the March 15, 2021 meeting.

CONSIDERATIONS

Section 126-87 pertains to how Mobile Food Vehicles are operated. Since it's inception in May of 2017, changes to this section of the zoning ordinance have become necessary and desirable as related to the operation of Mobile Food Vehicles.

This text amendment is intended to clarify that Mobile Food Vehicles operating under a special event permit, such as Quilt Week or BBQ on the River, are exempt from this section of the Zoning Ordinance. Further, Mobile Food Vehicle developments that are intended to be permanent and stationary are also exempted, as in a mobile food vehicle court.

TEXT AMENDMENT

The proposed amendment is as follows:

Sec 126-87. Mobile Food Vehicles

- (a) *Purpose and intent*
- (b) *Definitions.*
- (c) *Exemptions.* This section shall not apply to ice-cream ~~or coffee~~ trucks that move from place-to-place and are stationary in the same location for no more than ten (10) minutes at a time. This section also does not apply to food vending push carts, ~~or food~~ stands, Mobile Food Vehicles in operation under a special event permit and Mobile Food Vehicles intended to be stationary, such as; but not limited to, in a mobile food vehicle court.
- (d) *Zoning locations*

- (e) *Location and hours.*
- (f) *Self-contained units and appurtenances.*
- (g) *Garbage disposal.*
- (h) *Serving articles and alcoholic beverages.*
- (i) *Special Events.*
- (j) *Noise.*
- (k) *Application and permitting.*

STAFF RECOMMENDATION

Based upon the above, staff recommends the Board of Commissioners accept the Paducah Planning Commission's positive recommendation and approve the text amendment of Section 126-87 *Mobile Food Vehicles*.

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING TEXT AMENDMENT OF SECTION 126-87 *MOBILE FOOD VEHICLES* OF THE PADUCAH ZONING ORDINANCE.

WHEREAS, any change to the text of the zoning code must be referred to the Paducah Planning Commission before adoption and considered in accordance with KRS 100.211, and

WHEREAS, a public hearing was held on March 15, 2021 by the 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 change the text of Section 126-87 *Mobile Food Vehicles* of the City of Paducah zoning ordinance.

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

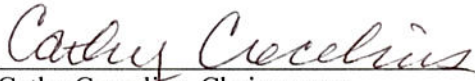
SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah to revise the Paducah zoning ordinance as follows:

Sec 126-87. Mobile Food Vehicles

- (a) *Purpose and intent*
- (b) *Definitions.*
- (c) *Exemptions.* This section shall not apply to ice-cream or coffee trucks that move from place-to-place and are stationary in the same location for no more than ten (10) minutes at a time. This section also does not apply to food vending push carts, ~~or~~ food stands, Mobile Food Vehicles in operation under a special event permit and Mobile Food Vehicles intended to be stationary, such as; but not limited to, in a mobile food vehicle court.
- (d) *Zoning locations*
- (e) *Location and hours.*
- (f) *Self-contained units and appurtenances.*
- (g) *Garbage disposal.*
- (h) *Serving articles and alcoholic beverages.*
- (i) *Special Events.*
- (j) *Noise.*
- (k) *Application and permitting.*

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.


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on March 15, 2021

Agenda Action Form

Paducah City Commission

Meeting Date: March 23, 2021

Short Title: Zoning text amendment of Section 126-115 Historical Zones, H-1 and H-2 - **J SOMMER**

Category: Ordinance

Staff Work By: Josh Sommer

Presentation By: Josh Sommer

Background Information: On March 15, 2021; the Paducah Planning Commission forwarded a positive recommendation to the Board of Commissioners to revise Section 126-115 Historical Zones of the Paducah Zoning Ordinance. Specifically, the proposed changes are to standardize verbiage, remove screening requirements in the H-1 Zone as screening does not apply, allow multi-family dwellings as conditional uses in the H-2 Zone, protect the existing historic housing stock by now allowing further subdivisions of single-family and two-family structures, removal of redundant principal permitted uses, standardize and label dimensional requirements to reflect how they appear in other zones, enumerate standards for historical integrity that were intended to be stand-alone standards and remove the requirement for mandatory informal meetings with petitioners, thereby saving them up to a month's time on their projects.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. ORD Historical Zones Text Amendment
2. Staff Report - Historical Zones
3. Signed Resolution (H-1 & H-2)

ORDINANCE NO. 2021-____-_____

**AN ORDINANCE AMENDING CHAPTER 126
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH RELATED TO
HISTORICAL ZONES**

WHEREAS, any proposed change to the text of the zoning code must be referred to the Paducah Planning Commission and recommendation made to the Paducah Board of Commissioners before enactment; and

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

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

WHEREAS, the Planning Commission adopted a proposal to change the text of Section 126-115 *Historical Zones, H-1 and H-2* of the City of Paducah zoning ordinance; and

WHEREAS, the City desires to amend certain sections of the Paducah Code of Ordinances to reflect the changes.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky hereby amends Section 126-115 *Historical zones, H-1 and H-2* of the Paducah Code of Ordinances as follows:

Sec. 126-115. Historical zones, H-1 and H-2.

(a) *Use provisions for Historical-Commercial Zone, H-1.* The purpose of the H-1 ~~Historical-Commercial Zone~~ zone is to encourage the development, redevelopment and the preservation of the City's historical-commercial area.

(1) *Principal permitted uses.*

(2) *Minimum yard requirements.* None.

(3) *Minimum area requirements.* None.

(4) *Minimum building height.* None.

(5) ~~*Screening requirements.* Same as section 62-62.~~

~~(6)~~ (5) *Parking requirements.* None.

- (b) *Use provisions for Historical Neighborhood Zone, H-2.* The purpose of the H-2 zone is to encourage the development, redevelopment and preservation of the City's historic neighborhood areas.

(1) Principal permitted uses.

- a. Any principal use permitted in an R-4 zone; except multi-family dwellings shall be conditional uses;
- b. Funeral homes;
- c. Beauty shops and barbershops;
- d. ~~Florist shops~~;
- e. d. Assembly building of cultural, fraternal, professional and labor organizations;
- f. ~~Antique shops~~;
- g. e. Restaurants;
- h. f. Retail establishments, provided they are conducted wholly within a building except for off-street loading and unloading, and provided further that product processing is not allowed on the premises;
- i. ~~Real estate agencies~~;
- j. ~~Insurance agencies~~;
- k. ~~Dressmaker's establishment~~ Tailor shop; and
- l. g. Any similar use which the HARC finds, based upon evidence at a public hearing, that would not impair the historical integrity of the ~~historical neighborhood~~ Historical Neighborhood zone.

2. *Conditionally Permitted Uses*

- a. Lodging Houses
- b. Multi-family dwellings. Existing single-family or two-family dwellings more than fifty (50) years old shall not be subdivided into smaller dwelling units regardless of lot size.

3. *Dimensional requirements.*

- a. Minimum lot area:
 1. Single-family dwelling: Four thousand (4,000) square feet.
 2. ~~Two (2) Family~~ Two-family dwellings: Four thousand (4,000) square feet per unit.
 3. Multi-family dwellings: Three thousand (3,000) square feet per unit.
- b. ~~Minimum side yard: Six (6) feet.~~ Front yard: Twenty-five (25) feet.
- c. ~~Minimum front yard: Twenty-five (25) feet.~~ Side yard: Six (6) feet.
- d. ~~Minimum rear~~ Rear yard: Twenty-five (25) feet.

- e. Maximum building height is thirty-five (35) feet or no higher than two (2) feet taller than the tallest principal building on either side of the proposed new construction.
- (4) *Screening requirements.* Same as provided in section ~~126-72~~ 126-83. For the purposes of screening between the H-2 zone and all adjoining zones, the H-2 zone shall be treated as residential property ~~under section 126-72.~~
- (5) *Parking requirements.* Same as provided in section 126-71, provided that parking areas will be placed ~~to the rear of~~ behind the rear line of the principal structure upon any lot unless the HARC shall find, upon evidence at a public hearing, that the waiver of this provision shall only minimally affect the historical integrity of ~~the neighborhood~~ this zone.
- (6) *Waiver of lot requirements.* The requirements section 126-64 (b) and (c) may be waived by the HARC, upon a finding based on evidence at a public hearing that such waiver will not impair the historical integrity of ~~the neighborhood~~ this zone.
- ~~(7) Reserved.~~
- (c) *Standards for determining historical integrity.* The criteria to be applied in determining the existence of historical integrity as ~~that phrase is~~ used in this section shall be:
 - (1)
 - (2)
 - (3) That the proposed action is in conformity with at least a majority of the applicable guidelines for exterior features promulgated by the Secretary of the Interior of the United States in the publication "Standards of Rehabilitation" (January 1990 Revision: GPO 230 394), as amended from time to time, and as set forth in any subsequent edition of this publication. ~~The proposed action is not addressed in the Standards of Rehabilitation.~~
 - (4) The proposed action is not addressed in the Standards of Rehabilitation.
 - ~~(4) (5) That those portions of the affected real estate which are ordinarily visible from any public roadway within the zone are characteristic in appearance to architectural styles, materials and color shown by the evidence to have been prevalent in Paducah prior to 1940 or at the date of original construction of the structure, whichever date is earlier. The proposed new construction complies with the HARC Advisory Design Guidelines and a majority of the Secretary Standards of Rehabilitation.~~
 - (6) The proposed new construction complies with the HARC Advisory Design Guidelines and a majority of the Secretary Standards of Rehabilitation.
- (d) *Historical and Architectural Review Commission (HARC) established.*
- (e) *Membership of HARC.*
- (f) *Powers and duties of HARC.*
 - (1) *General powers and duties.* ~~The HARC is invested with the following powers and duties:~~
a-c

- d. The HARC is authorized and empowered to grant ~~certificates of appropriateness~~ Certificates of Appropriateness.

e-i

- j. The HARC shall make recommendations for the designation of local historic districts, landmarks and landmark sites.
- k. The HARC may adopt additional guidelines for the protection of historic ~~district~~ districts, landmarks and landmark sites.

l-n

(2) *Designation of historic districts, landmarks and landmark sites.*

- a. Consideration of the designation of a historic district or a landmark and landmark site may be originated by the HARC, or by the filing of an application for designation by a property owner, any resident of the City or any organization in the City. An application shall be filed with the HARC in such form and accompanied by such information as required by this section and the rules of the HARC. A person or organization proposing a designation shall give the HARC the names and addresses of the owners of the affected property and the owners of all adjoining property and property across the street as listed on the tax rolls of the City. The HARC shall promptly notify these owners by certified mail that the property is under consideration for designation and that a public hearing is being held on the proposed designation by the HARC. Written notice shall be considered sufficient when it is mailed to the person at the address listed on the tax rolls of the City ~~or when it is mailed to the last known address of that person.~~

b.

- c. A historic district or landmark shall qualify for designation when it meets one (1) or more of the following criteria, which shall be discussed in a report by the HARC to the Planning Commission. The purpose of the designation of a landmark is to encourage the preservation, rehabilitation and use of these buildings. Each designation of a landmark shall include the designation of a landmark site, which shall consist of the land on which the landmark and related buildings and structures are located and the land that provides the grounds or the setting for the landmark. A historic district or landmark shall be designated because of:

1. Its value as a reminder of the cultural or archeological heritage of the City, State or ~~nation~~ Nation;
2. Its location as a site of a significant local, State or national event;
3. Its identification with a person or persons who significantly contributed to the development of the City, State or ~~nation~~ Nation;

4-7

d-g

(3) *Nominations to the National Register of Historic Places.*

a.

- b. If either or both the Mayor and the HARC recommend that a property should be nominated, the nomination will receive a preliminary review by the Kentucky Historic Preservation Review Board. The Review Board shall make a recommendation to the State Historic Preservation Officer, who decides whether to forward the nomination to the U.S. Secretary of the Interior, who shall make the decision on listing the property on the National Register. The Mayor, the HARC or the property owner may appeal the final decision by the State ~~historic preservation officer~~ Historic Preservation Officer.

(g) *Certificate of Appropriateness required for changes in exterior appearance.*

~~(4)~~ *Generally.*

(h) *Application for Certificate of Appropriateness.*

- (1) Before the commencement of any work for which a Certificate of Appropriateness is required ~~as hereinbefore provided~~, an application to the HARC ~~therefor~~ shall be made by the owner and filed in the ~~office of Planning and Zoning~~ the Department of Planning office.

(2)

~~(i) Informal discussion regarding Certificate of Appropriateness.~~

- ~~(1) Upon the submission of an application for a Certificate of Appropriateness, the same shall be placed upon the agenda for the next meeting of the HARC for which the agenda has not, under the rules of the HARC, been completed, and the applicant shall be advised by the office of Planning and Zoning of the date, time and place of that meeting.~~
- ~~(2) At that meeting an informal discussion of the application will be held and the members of the HARC may make suggestions for alterations of the proposal to more nearly comply with the terms of this section. Also, at the initial meeting, the HARC shall set a date, time and place in the reasonably near future for a public meeting.~~

~~(j)~~ (i) *Public hearing on Certificate of Appropriateness.*

- (1) *Action by HARC.* The HARC shall hold a public hearing on each application for a Certificate of Appropriateness submitted to it, after notice is given in the same manner as for ~~hearing before the City Planning Commission~~ a hearing before the Board of Adjustment. The HARC may:

a-d

- (2) *Time limit; findings of fact.*

~~(k)~~ (j) *Grounds for granting certificates of appropriateness a Certificate of Appropriateness.*

- (1) *Additive changes.*

- (2) *Changes by removal.*

- (3) *Routine alterations.* The following list of routine alterations can be issued a Certificate of Appropriateness by the Chairman of HARC without the necessity of a public hearing. The Zoning Administrator will make the determination if the alteration is routine and requires a public hearing. If the proposed change is not listed in this subsection, then the formal application process with a public hearing is required. If the Chairman of HARC elects not to sign the Certificate of Appropriateness for the routine alteration, then the application

shall be forwarded to the ~~Board~~ Commission and go through the formal application process with a public hearing.

a-c

~~(j)~~ (k) *Maintenance and safety standards.*

(1) *Ordinary maintenance and repair permitted.*

(2) *Maintenance required; correction of defects.*

a.

b. The HARC shall request a meeting with a property owner when the owner's building in ~~an~~ a historic district or the owner's landmark is in poor repair, and the HARC shall discuss with the owner ways to improve the condition ~~or~~ of the property. After this step, the HARC may request the ~~City Building Inspector~~ Chief Building Official to take action to require correction of defects in any building designated under this section so that the building shall be preserved in accordance with the purposes of this section.

(3) *Enforcement of safety standards.* Nothing in this section shall be construed to prevent the ~~City Building Inspector~~ Chief Building Official from enforcing all State statutes and provisions of this Code and any other ordinances of the City pertaining to the public safety.

~~(m)~~ — (l) *Appeals.* Any person aggrieved by any action of the HARC may appeal the decision thereof to the Circuit Court in the manner prescribed for appeals from actions of Boards of Adjustment.

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.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by the City Clerk, _____

Published by *The Paducah Sun*, _____

ord\126-115 Historical Zones, H-1 and H-2

T

TEXT AMENDMENT PADUCAH BOARD OF COMMISSIONERS

CASE NO.	TXT2021-030
TITLE	H-1 and H-2 Historic Zones
SECTIONS	Section 126-115. Historical zones, H-1 and H-2 (a) Use provisions for Historical-Commercial Zone, H-1 (b) Use provisions for Historical Neighborhood Zone, H-2 (c) Standards for determining historical integrity (f) Powers and duties of HARC (h) Application for a Certificate of Appropriateness (i) Informal discussion regarding Certificate of Appropriateness (j) Public hearing on Certificate of Appropriateness (k) Grounds for granting certificates of appropriateness (l) Maintenance and safety standards (m) Appeals
DESCRIPTION	Text change to provide for: • Standardization of verbiage in the H-1 Zone • Remove screening requirements as the stated section no longer exists and screening does not apply to the H-1 Zone. • Allow multi-family dwellings as a conditional use in the H-2 Zone. The proposed square footage of lot required is 3,000 square feet per unit. A stipulation is also not to allow existing single-family or two-family dwellings to be subdivided into smaller apartments. The goal is to maintain housing stock and the integrity of Paducah's historic homes. • Standardization and removal of redundant principal permitted uses. • Standardize the dimensional requirements to reflect how they are reflected in most other zones. • Enumerate standards for determining historical integrity that were supposed to have been stand-alone standards as opposed to being combined for clarity. • Remove the requirement for a mandatory informal meeting with Petitioners

PROCEDURAL NOTE

Zoning text amendments are first heard before the Paducah Planning Commission at a public hearing, pursuant to KRS 100.211 (2). The Planning Commission made a positive recommendation to the Board of Commissioners at the March 15, 2021 meeting.

CONSIDERATIONS

Section 126-115 pertains to the H-1 Historical Commercial Zone, which is around Market House Square and the 100 block of Broadway between South Water Street and Maiden Alley. This section also pertains to the H-2 Historic Neighborhood Zone, colloquially known as Lowertown.

This text amendment is intended to remove screening requirements from the H-1 zone. This zone is part of the dense urban core. Screening requirements are applied when a business or industrial zone abuts a residential zone.

The redundancy of principal permitted uses is proposed to be removed. Uses already allowed under the R-4 High Density Residential zone and types of retail uses are proposed to be removed for simplicity. Multi-family uses are proposed to be reintroduced to the H-2 zone. However, instead of being principal permitted uses as they were until approximately 2009, they are proposed to be treated as conditional uses in order to provide protections to the historic neighborhood. A conditional use first goes to the Paducah Planning Commission for a recommendation. Then the recommendation is forwarded to the Historical Architecture Review Commission (HARC); wherein a public hearing is held. A further proposed stipulation is not to allow existing historic single and two-family dwellings to be further subdivided into smaller apartment units. This provision is intended to protect the housing stock of the H-2 zone.

The dimensional requirements for the H-2 zone are proposed to be aligned with the residential zones in appearance and verbiage for overall zoning ordinance standardization.

The standards for determining historical integrity have been enumerated to reflect items intended to be stand-alone items. Standards four and six are currently juxtaposed to standards three and four.

As currently written, the Zoning Ordinance stipulates an informal meeting with the HARC, followed by a formal meeting. Since the HARC meets the second Monday of the month, a petitioner would have to wait a full month before going to the HARC again. In the past, petitioners have appeared informally before the HARC as needed under “other business” on the agenda. This usually happens when a new material or major addition is proposed that could be determined to be outside for the materials deemed appropriate for the H-2 zone. If a material or addition meets the standards set forth in the allowable materials list, the HARC can discuss and approve with just one meeting. Petitioners that have questions can still engage the HARC if they wish by requesting to be placed on the agenda for discussion.

TEXT AMENDMENT

The proposed amendment is as follows:

Sec. 126-115. Historical zones, H-1 and H-2.

- (a) *Use provisions for Historical-Commercial Zone, H-1.* The purpose of the H-1 ~~Historical-Commercial Zone zone~~ is to encourage the development, redevelopment and the preservation of the City's historical-commercial area.
- (1) *Principal permitted uses.*
 - (2) *Minimum yard requirements.* None.
 - (3) *Minimum area requirements.* None.
 - (4) *Minimum building height.* None.
 - ~~(5) Screening requirements. Same as section 62-62.~~
 - ~~(6) (5) Parking requirements.~~ None.
- (b) *Use provisions for Historical Neighborhood Zone, H-2.* The purpose of the H-2 zone is to encourage the development, redevelopment and preservation of the City's historic neighborhood areas.
- (1) *Principal permitted uses.*
- a. Any principal use permitted in an R-4 zone; except multi-family dwellings shall be conditional uses;
 - b. Funeral homes;
 - c. Beauty shops and barbershops;
 - ~~d. Florist shops;~~
 - e. d. Assembly building of cultural, fraternal, professional and labor organizations;
 - ~~f. Antique shops;~~
 - g. e. Restaurants;
 - h. f. Retail establishments, provided they are conducted wholly within a building except for off-street loading and unloading, and provided further that product processing is not allowed on the premises;
 - ~~i. Real estate agencies;~~
 - ~~j. Insurance agencies;~~
 - k. ~~Dressmaker's establishment~~ Tailor shop; and
 - l. g. Any similar use which the HARC finds, based upon evidence at a public hearing, that would not impair the historical integrity of the ~~historical-neighborhood~~ Historical Neighborhood zone.
2. *Conditionally Permitted Uses*
- a. Lodging Houses
 - b. Multi-family dwellings. Existing single-family or two-family dwellings more than fifty (50) years old shall not be subdivided into smaller dwelling units regardless of lot size.
3. *Dimensional requirements.*
- a. Minimum lot area:

1. Single-family dwelling: Four thousand (4,000) square feet.
 2. ~~Two (2) Family~~ Two-family dwellings: Four thousand (4,000) square feet per unit.
 3. Multi-family dwellings: Three thousand (3,000) square feet per unit.
 - b. ~~Minimum side yard: Six (6) feet. Front yard: Twenty-five (25) feet.~~
 - c. ~~Minimum front yard: Twenty-five (25) feet. Side yard: Six (6) feet.~~
 - d. ~~Minimum rear~~ Rear yard: Twenty-five (25) feet.
 - e. Maximum building height is thirty-five (35) feet or no higher than two (2) feet taller than the tallest principal building on either side of the proposed new construction.
- (4) *Screening requirements.* Same as provided in section ~~126-72~~ 126-83. For the purposes of screening between the H-2 zone and all adjoining zones, the H-2 zone shall be treated as residential property ~~under section 126-72~~.
- (5) *Parking requirements.* Same as provided in section 126-71, provided that parking areas will be placed ~~to the rear of~~ behind the rear line of the principal structure upon any lot unless the HARC shall find, upon evidence at a public hearing, that the waiver of this provision shall only minimally affect the historical integrity of ~~the neighborhood~~ this zone.
- (6) *Waiver of lot requirements.* The requirements section 126-64 (b) and (c) may be waived by the HARC, upon a finding based on evidence at a public hearing that such waiver will not impair the historical integrity of ~~the neighborhood~~ this zone.
- ~~(7) Reserved.~~
- (c) *Standards for determining historical integrity.* The criteria to be applied in determining the existence of historical integrity as ~~that phrase is~~ used in this section shall be:
- (1)
 - (2)
 - (3) That the proposed action is in conformity with at least a majority of the applicable guidelines for exterior features promulgated by the Secretary of the Interior of the United States in the publication "Standards of Rehabilitation" (January 1990 Revision: GPO 230 394), as amended from time to time, and as set forth in any subsequent edition of this publication. ~~The proposed action is not addressed in the Standards of Rehabilitation.~~
 - (4) The proposed action is not addressed in the Standards of Rehabilitation.
 - ~~(4) (5)~~ That those portions of the affected real estate which are ordinarily visible from any public roadway within the zone are characteristic in appearance to architectural styles, materials and color shown by the evidence to have been prevalent in Paducah prior to 1940 or at the date of original construction of the structure, whichever date is earlier. ~~The proposed new construction complies with the HARC Advisory Design Guidelines and a majority of the Secretary Standards of Rehabilitation.~~
 - (6) The proposed new construction complies with the HARC Advisory Design Guidelines and a majority of the Secretary Standards of Rehabilitation.
- (d) *Historical and Architectural Review Commission (HARC) established.*

(e) *Membership of HARC.*

(f) *Powers and duties of HARC.*

(1) *General powers and duties.* ~~The HARC is invested with the following powers and duties:~~

a-c

- d. The HARC is authorized and empowered to grant ~~certificates of appropriateness~~ Certificates of Appropriateness.

e-i

- j. The HARC shall make recommendations for the designation of local historic districts, landmarks and landmark sites.
- k. The HARC may adopt additional guidelines for the protection of historic ~~district~~ districts, landmarks and landmark sites.

l-n

(2) *Designation of historic districts, landmarks and landmark sites.*

- a. Consideration of the designation of a historic district or a landmark and landmark site may be originated by the HARC, or by the filing of an application for designation by a property owner, any resident of the City or any organization in the City. An application shall be filed with the HARC in such form and accompanied by such information as required by this section and the rules of the HARC. A person or organization proposing a designation shall give the HARC the names and addresses of the owners of the affected property and the owners of all adjoining property and property across the street as listed on the tax rolls of the City. The HARC shall promptly notify these owners by certified mail that the property is under consideration for designation and that a public hearing is being held on the proposed designation by the HARC. Written notice shall be considered sufficient when it is mailed to the person at the address listed on the tax rolls of the City ~~or when it is mailed to the last known address of that person.~~

b.

- c. A historic district or landmark shall qualify for designation when it meets one (1) or more of the following criteria, which shall be discussed in a report by the HARC to the Planning Commission. The purpose of the designation of a landmark is to encourage the preservation, rehabilitation and use of these buildings. Each designation of a landmark shall include the designation of a landmark site, which shall consist of the land on which the landmark and related buildings and structures are located and the land that provides the grounds or the setting for the landmark. A historic district or landmark shall be designated because of:

1. Its value as a reminder of the cultural or archeological heritage of the City, State or ~~nation~~ Nation;
2. Its location as a site of a significant local, State or national event;
3. Its identification with a person or persons who significantly contributed to the development of the City, State or ~~nation~~ Nation;

4-7

d-g

(3) *Nominations to the National Register of Historic Places.*

a.

- b. If either or both the Mayor and the HARC recommend that a property should be nominated, the nomination will receive a preliminary review by the Kentucky Historic Preservation Review Board. The Review Board shall make a recommendation to the State Historic Preservation Officer, who decides whether to forward the nomination to the U.S. Secretary of the Interior, who shall make the decision on listing the property on the National Register. The Mayor, the HARC or the property owner may appeal the final decision by the State ~~historie preservation officer~~ Historic Preservation Officer.

(g) *Certificate of Appropriateness required for changes in exterior appearance.*(+) *Generally.*(h) *Application for Certificate of Appropriateness.*

- (1) Before the commencement of any work for which a Certificate of Appropriateness is required ~~as hereinbefore provided~~, an application to the HARC ~~therefor~~ shall be made by the owner and filed in the ~~office of Planning and Zoning~~ the Department of Planning office.

(2)

~~(i) Informal discussion regarding Certificate of Appropriateness.~~

- ~~(1) Upon the submission of an application for a Certificate of Appropriateness, the same shall be placed upon the agenda for the next meeting of the HARC for which the agenda has not, under the rules of the HARC, been completed, and the applicant shall be advised by the office of Planning and Zoning of the date, time and place of that meeting.~~

- ~~(2) At that meeting an informal discussion of the application will be held and the members of the HARC may make suggestions for alterations of the proposal to more nearly comply with the terms of this section. Also, at the initial meeting, the HARC shall set a date, time and place in the reasonably near future for a public meeting.~~

~~(j) (i)~~ *Public hearing on Certificate of Appropriateness.*

- (1) *Action by HARC.* The HARC shall hold a public hearing on each application for a Certificate of Appropriateness submitted to it, after notice is given in the same manner as for ~~hearing before the City Planning Commission~~ a hearing before the Board of Adjustment. The HARC may:

a-d

- (2) *Time limit; findings of fact.*

~~(k) (j)~~ *Grounds for granting ~~certificates of appropriateness~~ a Certificate of Appropriateness.*

- (1) *Additive changes.*

- (2) *Changes by removal.*

- (3) *Routine alterations.* The following list of routine alterations can be issued a Certificate of Appropriateness by the Chairman of HARC without the necessity of a public hearing. The Zoning Administrator will make the determination if the alteration is routine and requires a public hearing. If the proposed change is not listed in this subsection, then the formal application process with a public hearing is required. If the Chairman of HARC elects not to sign the Certificate of

Appropriateness for the routine alteration, then the application shall be forwarded to the ~~Board~~ Commission and go through the formal application process with a public hearing.

a-c

~~(f)~~ (k) *Maintenance and safety standards.*

(1) *Ordinary maintenance and repair permitted.*

(2) *Maintenance required; correction of defects.*

a.

b. The HARC shall request a meeting with a property owner when the owner's building in ~~an a~~ historic district or the owner's landmark is in poor repair, and the HARC shall discuss with the owner ways to improve the condition ~~or of~~ the property. After this step, the HARC may request the ~~City Building Inspector~~ Chief Building Official to take action to require correction of defects in any building designated under this section so that the building shall be preserved in accordance with the purposes of this section.

(3) *Enforcement of safety standards.* Nothing in this section shall be construed to prevent the ~~City Building Inspector~~ Chief Building Official from enforcing all State statutes and provisions of this Code and any other ordinances of the City pertaining to the public safety.

~~(m)~~ (l) *Appeals.* Any person aggrieved by any action of the HARC may appeal the decision thereof to the Circuit Court in the manner prescribed for appeals from actions of Boards of Adjustment.

STAFF RECOMMENDATION

Based upon the above, staff recommends the Board of Commissioners accept the Paducah Planning Commission's positive recommendation and approve the text amendment of Section 126-115 *Historical Zones, H-1 and H-2*.

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING TEXT AMENDMENT OF SECTION 126-115 *Historical Zones, H-1 and H-2* OF THE PADUCAH ZONING ORDINANCE.

WHEREAS, any change to the text of the zoning code must be referred to the Paducah Planning Commission before adoption and considered in accordance with KRS 100.211, and

WHEREAS, a public hearing was held on March 15, 2021 by the 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 change the text of Section 126-115 *Historical Zones, H-1 and H-2* of the City of Paducah zoning ordinance.

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 revise the Paducah zoning ordinance as follows:

Sec. 126-115. Historical zones, H-1 and H-2.

- (a) *Use provisions for Historical-Commercial Zone, H-1.* The purpose of the H-1 ~~Historical-Commercial-Zone~~ zone is to encourage the development, redevelopment and the preservation of the City's historical-commercial area.
 - (1) *Principal permitted uses.*
 - (2) *Minimum yard requirements.* None.
 - (3) *Minimum area requirements.* None.
 - (4) *Minimum building height.* None.
 - ~~(5) *Screening requirements.* Same as section 62-62.~~
 - ~~(6) (5) *Parking requirements.* None.~~
 - (b) *Use provisions for Historical Neighborhood Zone, H-2.* The purpose of the H-2 zone is to encourage the development, redevelopment and preservation of the City's historic neighborhood areas.
 - (1) *Principal permitted uses.*
 - a. Any principal use permitted in an R-4 zone; except multi-family dwellings shall be conditional uses;
 - b. Funeral homes;
 - c. Beauty shops and barbershops;
 - ~~d. Florist shops;~~
 - e. d. Assembly building of cultural, fraternal, professional and labor organizations;
 - ~~f. Antique shops;~~
 - g. e. Restaurants;
 - h. f. Retail establishments, provided they are conducted wholly within a building except for off-street loading and unloading, and provided further that product processing is not allowed on the premises;
 - ~~i. Real estate agencies;~~
 - ~~j. Insurance agencies;~~
 - k. ~~Dressmaker's establishment~~ Tailor shop; and
 - l. g. Any similar use which the HARC finds, based upon evidence at a public hearing, that would not impair the historical integrity of the ~~historical-neighborhood~~ Historical Neighborhood zone.
2. *Conditionally Permitted Uses*
- a. Lodging Houses

- b. Multi-family dwellings. Existing single-family or two-family dwellings more than fifty (50) years old shall not be subdivided into smaller dwelling units regardless of lot size.

3. *Dimensional requirements.*

a. Minimum lot area:

- 1. Single-family dwelling: Four thousand (4,000) square feet.
- 2. ~~Two (2)-Family~~ Two-family dwellings: Four thousand (4,000) square feet per unit.
- 3. Multi-family dwellings: Three thousand (3,000) square feet per unit.

b. Minimum side yard: Six (6) feet. Front yard: Twenty-five (25) feet.

c. Minimum front yard: Twenty-five (25) feet. Side yard: Six (6) feet.

d. ~~Minimum rear~~ Rear yard: Twenty-five (25) feet.

e. Maximum building height is thirty-five (35) feet or no higher than two (2) feet taller than the tallest principal building on either side of the proposed new construction.

- (4) *Screening requirements.* Same as provided in section ~~126-72~~ 126-83. For the purposes of screening between the H-2 zone and all adjoining zones, the H-2 zone shall be treated as residential property ~~under section 126-72~~.

- (5) *Parking requirements.* Same as provided in section 126-71, provided that parking areas will be placed ~~to the rear of~~ behind the rear line of the principal structure upon any lot unless the HARC shall find, upon evidence at a public hearing, that the waiver of this provision shall only minimally affect the historical integrity of ~~the neighborhood~~ this zone.

- (6) *Waiver of lot requirements.* The requirements section 126-64 (b) and (c) may be waived by the HARC, upon a finding based on evidence at a public hearing that such waiver will not impair the historical integrity of ~~the neighborhood~~ this zone.

~~(7) Reserved.~~

- (c) *Standards for determining historical integrity.* The criteria to be applied in determining the existence of historical integrity as ~~that phrase is used in this section~~ shall be:

(1)

(2)

- (3) That the proposed action is in conformity with at least a majority of the applicable guidelines for exterior features promulgated by the Secretary of the Interior of the United States in the publication "Standards of Rehabilitation" (January 1990 Revision: GPO 230 394), as amended from time to time, and as set forth in any subsequent edition of this publication. ~~The proposed action is not addressed in the Standards of Rehabilitation.~~

- (4) The proposed action is not addressed in the Standards of Rehabilitation.

- (4) (5) That those portions of the affected real estate which are ordinarily visible from any public roadway within the zone are characteristic in appearance to architectural styles, materials and color shown by the evidence to have been prevalent in Paducah prior to 1940 or at the date of original construction of the structure, whichever date is earlier. The proposed new construction complies with the HARC Advisory Design Guidelines and a majority of the Secretary Standards of Rehabilitation.

- (6) The proposed new construction complies with the HARC Advisory Design Guidelines and a majority of the Secretary Standards of Rehabilitation.

- (d) *Historical and Architectural Review Commission (HARC) established.*

- (e) *Membership of HARC.*

- (f) *Powers and duties of HARC.*

- (1) *General powers and duties.* ~~The HARC is invested with the following powers and duties:~~

a-c

- d. The HARC is authorized and empowered to grant certificates of appropriateness Certificates of Appropriateness.

e-i

- j. The HARC shall make recommendations for the designation of local historic districts, landmarks and landmark sites.

- k. The HARC may adopt additional guidelines for the protection of historic ~~district~~ districts, landmarks and landmark sites.

l-n

- (2) *Designation of historic districts, landmarks and landmark sites.*

- a. Consideration of the designation of a historic district or a landmark and landmark site may be originated by the HARC, or by the filing of an application for designation by a property

owner, any resident of the City or any organization in the City. An application shall be filed with the HARC in such form and accompanied by such information as required by this section and the rules of the HARC. A person or organization proposing a designation shall give the HARC the names and addresses of the owners of the affected property and the owners of all adjoining property and property across the street as listed on the tax rolls of the City. The HARC shall promptly notify these owners by certified mail that the property is under consideration for designation and that a public hearing is being held on the proposed designation by the HARC. Written notice shall be considered sufficient when it is mailed to the person at the address listed on the tax rolls of the City ~~or when it is mailed to the last known address of that person.~~

b.

c. A historic district or landmark shall qualify for designation when it meets one (1) or more of the following criteria, which shall be discussed in a report by the HARC to the Planning Commission. The purpose of the designation of a landmark is to encourage the preservation, rehabilitation and use of these buildings. Each designation of a landmark shall include the designation of a landmark site, which shall consist of the land on which the landmark and related buildings and structures are located and the land that provides the grounds or the setting for the landmark. A historic district or landmark shall be designated because of:

1. Its value as a reminder of the cultural or archeological heritage of the City, State or ~~nation~~ Nation;
2. Its location as a site of a significant local, State or national event;
3. Its identification with a person or persons who significantly contributed to the development of the City, State or ~~nation~~ Nation;

4-7

d-g

(3) *Nominations to the National Register of Historic Places.*

a.

b. If either or both the Mayor and the HARC recommend that a property should be nominated, the nomination will receive a preliminary review by the Kentucky Historic Preservation Review Board. The Review Board shall make a recommendation to the State Historic Preservation Officer, who decides whether to forward the nomination to the U.S. Secretary of the Interior, who shall make the decision on listing the property on the National Register. The Mayor, the HARC or the property owner may appeal the final decision by the State ~~historic preservation officer~~ Historic Preservation Officer.

(g) *Certificate of Appropriateness required for changes in exterior appearance.*

(+) *Generally.*

(h) *Application for Certificate of Appropriateness.*

(1) Before the commencement of any work for which a Certificate of Appropriateness is required as hereinbefore provided, an application to the HARC therefor shall be made by the owner and filed in the ~~office of Planning and Zoning~~ the Department of Planning office.

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(i) ~~Informal discussion regarding Certificate of Appropriateness.~~

(1) ~~Upon the submission of an application for a Certificate of Appropriateness, the same shall be placed upon the agenda for the next meeting of the HARC for which the agenda has not, under the rules of the HARC, been completed, and the applicant shall be advised by the office of Planning and Zoning of the date, time and place of that meeting.~~

(2) ~~At that meeting an informal discussion of the application will be held and the members of the HARC may make suggestions for alterations of the proposal to more nearly comply with the terms of this section. Also, at the initial meeting, the HARC shall set a date, time and place in the reasonably near future for a public meeting.~~

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a-d

(2) *Time limit; findings of fact.*

(+) (j) ~~Grounds for granting certificates of appropriateness~~ a Certificate of Appropriateness.

(1) *Additive changes.*

(2) *Changes by removal.*

(3) *Routine alterations.* The following list of routine alterations can be issued a Certificate of Appropriateness by the Chairman of HARC without the necessity of a public hearing. The Zoning Administrator will make the determination if the alteration is routine and requires a

public hearing. If the proposed change is not listed in this subsection, then the formal application process with a public hearing is required. If the Chairman of HARC elects not to sign the Certificate of Appropriateness for the routine alteration, then the application shall be forwarded to the ~~Board~~ Commission and go through the formal application process with a public hearing.

a-c

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(1) *Ordinary maintenance and repair permitted.*

(2) *Maintenance required; correction of defects.*

a.

b. The HARC shall request a meeting with a property owner when the owner's building in ~~an~~ a historic district or the owner's landmark is in poor repair, and the HARC shall discuss with the owner ways to improve the condition ~~of~~ of the property. After this step, the HARC may request the ~~City Building Inspector~~ Chief Building Official to take action to require correction of defects in any building designated under this section so that the building shall be preserved in accordance with the purposes of this section.

(3) *Enforcement of safety standards.* Nothing in this section shall be construed to prevent the ~~City Building Inspector~~ Chief Building Official from enforcing all State statutes and provisions of this Code and any other ordinances of the City pertaining to the public safety.

~~(m)~~ (l) *Appeals.* Any person aggrieved by any action of the HARC may appeal the decision thereof to the Circuit Court in the manner prescribed for appeals from actions of Boards of Adjustment.

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.


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on March 15, 2021

Fiscal Year To Date					
General Fund					
	1/31/2021			1/31/2020	1/31/2019
	FY2021 (current year)			FY2020	FY2019
<u>Revenues:</u>	Y-T-D Budget	Actual	% of Budget	Actual	Actual
Property Tax - Real Estate	\$ 2,934,167	\$ 4,016,652	36.9%	\$ 3,793,687	\$ 3,604,845
Payroll Tax	\$ 8,400,000	9,141,853	8.8%	9,752,409	10,135,700
Insurance Premium Tax (1)	\$ 2,800,000	3,371,200	20.4%	3,147,151	2,950,357
Business License (2)	\$ 2,216,667	1,362,631	-38.5%	314,381	235,333
Total Largest Revenues	\$ 16,350,833	\$ 17,892,336	9.4%	\$ 17,007,628	\$ 16,926,235
<u>Expenses:</u>					
Police	\$ 6,302,001	\$ 5,855,454	-7.1%	\$ 5,587,494	\$ 5,707,789
Fire	\$ 5,435,526	5,390,403	-0.8%	5,245,444	4,977,608
Public Works	\$ 2,477,248	2,142,451	-13.5%	2,254,437	2,315,342
Park Services	\$ 1,928,765	1,656,217	-14.1%	2,039,276	1,908,871
Total Largest Departments	\$ 16,143,540	\$ 15,044,525	-6.8%	\$ 15,126,651	\$ 14,909,610
<u>Notes:</u>					
(1) Insurance Premium Tax rate increased from 6% to 7% July 2020 (FY2021)					
(2) FY2021 Business License reflects intentional collection delay from prior year, thus higher than normal for this time of year.					

Full-Time Employees	
Authorized Positions - City wide	335
Frozen Positions	-12
Budgeted - FY2021	323
Paid as of January 31, 2021	308

Jan-21