



**CITY COMMISSION MEETING
AGENDA FOR APRIL 27, 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 Guess

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

MAYOR'S REMARKS

PROCLAMATION National Travel & Tourism Week - 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 April 13, 2021
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Approve the 2021 Annual Plan and Administrative Plan for the Section 8 Program- T HOLLIMON
	E.	Acceptance of an Emergency Solutions Grant (ESG-CV) for Emergency Shelter in the amount of \$31,500 through the Kentucky Housing Corporation - T WILSON
	F.	Approve a 2021 Firehouse Subs Public Safety Foundation Grant Application in the amount of \$23,125.80 - S KYLE
	II.	<u>MUNICIPAL ORDER(S)</u>
	A.	Authorize up to \$100,000 in grant funds to Marian Group for roof stabilization at the Dunlap Apartments (Walter Jetton School) - K AXT

		B.	Acquisition of Permanent Right of Way and Permanent Utility and Drainage Easement located at 3801 Hansen Road for the Buckner Lane Bridge Project - R MURPHY
		C.	Approve agreement with Federal Engineering, Inc to refresh the report for 911 radio project. \$52,500 - B LAIRD
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Authorize the Application for an Entertainment Destination Center in Downtown Paducah - K BYERS
		B.	BUILD Grant Environmental Assessment – Change Order #1 to BFW Engineering & Testing, Inc contract for \$12,200.00 - R MURPHY
		C.	Approve Budget Amendment in an amount of \$154,000 for Industrial Development Authority RDAAP Matching Funds Payment - J ARNDT
		D.	Approve Amendment to Sec. 2-142 of the Code of Ordinances related to the time of Regular Commission Meetings - J ARNDT
	IV.	<u>DISCUSSION</u>	
		A.	Commission Priorities Quarterly Update - M SMOLEN
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	VI.	<u>EXECUTIVE SESSION</u>	

April 13, 2021

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, April 13, 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 Gault led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

MAYOR'S REMARKS

Mayor Bray reflected on his first 100 days in office.

PROCLAMATION

Mayor Bray presented a proclamation to Amberly Haverstock, Community Impact Director with Lotus, proclaiming April as Sexual Assault Awareness and Prevention Month.

PRESENTATIONS

Communications Manager, Pam Spencer, offered the following summary:

Community Scholarship Program Presentation

“West Kentucky Community & Technical College President Dr. Anton Reece and Vice President of Institutional Advancement Lee Emmons provided an update on the Community Scholarship Program and thanked the City for its funding support since fiscal year 2011. Annually, the City provides \$125,000 toward the program which was launched to increase the number of high school graduates, increase the number of citizens with post-secondary education, and improve the quality and skill level of our regional workforce. Emmons said, “Education is an investment in the future of our community.” So far, more than 1800 students have benefited from the program. The Program motivates students to graduate high school and pursue a higher education by providing each Paducah and McCracken County high school graduate with a two-year tuition scholarship to West Kentucky Community & Technical College provided that each student register for the program, maintain a minimum grade point average and attendance record, and not have major disciplinary problems. The program also receives funds from McCracken County, the Rotary Club of Paducah, Paducah Junior College, Inc., Paducah Power System, and numerous private sources.”

April 13, 2021

CONSENT AGENDA

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

I(A)	Approve Minutes for March 23 and March 30, 2021, Paducah Board of Commissioners Meetings
I(B)	Receive & File Documents <u>Minute File:</u> 1. Notice of Special Called Meeting of the Board of Commissioners of the City of Paducah – March 30, 2021 <u>Deed File:</u> 1. Deed of Conveyance – Shaw to City of Paducah – 729 South 13th Street MO #2404 2. Deed of Conveyance – Darnell to City of Paducah – 540 Locust Drive MO #2433 3. Deed of Conveyance – Embry and Hayes to City of Paducah – 1256 South Sixth Street – MO #2434 <u>Contract File:</u> 1. Purchase of Solid Waste Dumpsters from Municipal Equipment, Inc. – State Contract – MO #2381 2. Commonwealth of Kentucky – Historic Preservation Grant \$22,500 – MO #2441 3. Purchase of 2021 Ford Transit Van for Paducah Police Department – State Contract - MO #2446 4. Interlocal Cooperation Agreement – City of Paducah, McCracken County, Paducah-McCracken County Industrial Development Authority and GPED – ORD 2020-12-8664 5. Agreement Between the City of Paducah and AFSCME Local 1586 – ORD 2021-03-8680 6. GovHR USA – Recruitment Proposal – City Manager Search – CM Signed 7. Moran Environmental Recovery (MER Commercial Diving Division) – Riverfront Soundings – 2021 – Signed by Rick Murphy <u>Financials File:</u> 1. Paducah Water Works – February, 2021 2. GPEDC – Financial Statements – Years Ended June 30, 2020 and 2019 <u>Bids File:</u> 1. Street Resurfacing Program 2021-2022 – Jim Smith Contracting ORD 2021-03-8679
I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 514 MARTON STREET TO THE CITY OF PADUCAH, AND

April 13, 2021

	AUTHORIZING THE MAYOR TO EXECUTE A CONSIDERATION CERTIFICATE IN THE DEED OF CONVEYANCE FOR SAME (MO #2447; BK 11)
I(E)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A 2021 MATCHING INSURANCE SERVICES SAFETY GRANT IN THE AMOUNT OF \$3,000 THROUGH THE KENTUCKY LEAGUE OF CITIES FOR REIMBURSEMENT FOR PRIOR APPROVED ITEMS/EQUIPMENT THAT WILL REDUCE WORKERS' COMPENSATION EXPOSURES, ACCEPTING ANY GRANT FUNDS AWARDED BY KLCIS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2448; BK 11)
I(F)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHs) FOR FUNDS IN THE AMOUNT OF \$93,975, FOR PURCHASE OF AN X-RAY SYSTEM FOR THE PADUCAH POLICE DEPARTMENT BOMB SQUAD, TO EXECUTE THE KENTUCKY PROCUREMENT POLICY AND ALL OTHER DOCUMENTS WHICH ARE DEEMED NECESSARY BY KOHS (MO #2449; 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).

MUNICIPAL ORDERS

EMPLOYMENT AGREEMENT WITH NICHOLAS HUTCHISON FOR DIRECTOR OF PLANNING

Commissioner Guess offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND NICHOLAS HUTCHISON FOR EMPLOYMENT AS DIRECTOR OF PLANNING AND AUTHORIZING THE MAYOR TO EXECUTE SAME."

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(MO #2450; BK 11)**

UTILITY ASSISTANCE GRANT THROUGH COMMUNITY DEVELOPMENT BLOCK GRANT CARONAVIRUS RESPONSE PROGRAM IN THE AMOUNT OF \$200,000

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A 2021 CDBG CORONAVIRUS RECOVERY KENTUCKY GRANT IN AN AMOUNT UP TO \$200,000 THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT FOR OVERDUE UTILITY BILLS ASSISTANCE AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME."

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Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(MO #2451; BK 11)**

ORDINANCE EMERGENCY

BUSINESS LICENSE DEADLINE EXTENDED TO MAY 17, 2021

Commissioner Wilson offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce and adopt an Ordinance entitled, "AN ORDINANCE AUTHORIZING A GROSS RECEIPT TAX EXTENSION FOR CALENDAR YEAR FILERS AND DECLARING AN EMERGENCY TO EXIST." This ordinance is summarized as follows: That the Mayor is hereby authorized and directed to extend the filing deadline of the annual Gross Receipts License Tax (Business License Tax) as outlined in Section 106-61 through 106-160 of the Code of Ordinances of the City of Paducah, Kentucky, to May 17, 2021, for calendar year filers. The deadline of May 17, 2021, is the same time established by the Internal Revenue Service and the Commonwealth of Kentucky. The Finance Director shall ensure the tax relief provisions set forth in this Ordinance are effectuated. All persons to which said extension applies must file appropriate forms and pay their gross receipts license tax by May 17, 2021, to avoid penalties and interest. Penalties and interest will begin to accrue on any remaining unpaid balances as of May 18, 2021. Further, pursuant to KRS 83A.060, the City Commission suspends the requirement of a second reading of this ordinance. As grounds therefor, the City Commission does hereby declare an emergency to exist due to the need to mitigate the local economic effects of the COVID-19 pandemic by adopting an ordinance before the deadline of April 15, 2021.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD 2021-04-8681; BK 36)**

ORDINANCE ADOPTION

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT WITH STRAND ASSOCIATES

Commissioner Gault offered motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT WITH STRAND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES RELATED TO STORMWATER ASSISTANCE." This Ordinance is summarized as follows: This Ordinance authorizes the Mayor to execute 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. This expenditure shall be charged to the MAP Fund- Construction Materials/Storm Sewer Account.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5) **(ORD 2021-03-8682; BK 36)**

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ZONING TEXT AMENDMENT OF SECTION 126-87 MOBILE FOOD VEHICLES

Commissioner Guess offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 126 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH RELATED TO MOBILE FOOD VEHICLES.” This Ordinance is summarized as follows: This ordinance amends Section 126-87 *Mobile Food Vehicles* of the Paducah Code of Ordinances 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 are exempted from this section of the zoning ordinance. Further, this ordinance adds 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 to the exemptions.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5) (**ORD 2021-03-8683; BK 36**)

ZONING TEXT AMENDMENT OF SECTION 126-115 HISTORICAL ZONES, H-1 AND H-2

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 126 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH RELATED TO HISTORICAL ZONES.” This Ordinance is summarized as follows: This ordinance amends Section 126-115 *Historical Zones, H-1 & H-2* of the Paducah Code of Ordinances to standardize verbiage, remove screening requirements in the H-1 Zone, 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, remove 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.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5) (**ORD 2021-03-8684; BK 36**)

ORDINANCE INTRODUCTION

APPLICATION - ENTERTAINMENT DESTINATION CENTER IN DOWNTOWN PADUCAH

Commissioner Wilson offered motion, seconded by Commissioner Henderson, that the Board introduce an Ordinance entitled, “AN ORDINANCE ESTABLISHING AN ENTERTAINMENT DESTINATION CENTER IN THE DOWNTOWN OF PADUCAH AND FURTHER DIRECTING THE CITY OF PADUCAH TO APPLY FOR AN ENTERTAINMENT DESTINATION CENTER LICENSE FROM THE COMMONWEALTH OF KENTUCKY DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL AND FURTHER ESTABLISHING THE REQUIREMENTS FOR LICENSEES TO SELL ALCOHOLIC BEVERAGES WITHIN THE ENTERTAINMENT DESTINATION CENTER.” This Ordinance is summarized as follows: This ordinance creates new

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articles in Chapter 6 of the City of Paducah, Kentucky Code of Ordinances to define the geographic boundary of a new Entertainment Destination Center in downtown Paducah and authorizes the City of Paducah to apply to the Commonwealth of Kentucky Department of Alcoholic Beverage Control for an Entertainment Destination Center license. Further the ordinance outlines the participation requirements for alcoholic beverage licensees located within the EDC boundary. Pursuant to KRS 83A.060(9)(c), the following full text shall be published: A new section shall be created in Chapter 6 of the City of Paducah, Kentucky Code of Ordinances which shall be titled “EDC Fees” and to state as follows:

- (a) All ABC licensees participating in the EDC shall be required to pay a yearly fee to City of Two Hundred Fifty Dollars and no/100 (\$250.00). This payment shall be due and payable on or before July 15 of each year.

BUILD GRANT ENVIRONMENT ASSESSMENT – CHANGE ORDER #1

Commissioner Gault offered Motion, seconded by Commissioner Guess, that the Board introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH BFW ENGINEERING & TESTING, INC. TO INCREASE THE CONTRACT BY \$12,200 FOR THE BUILD GRANT ENVIRONMENTAL ASSESSMENT.” This Ordinance is summarized as follows: This ordinance authorizes the execution of Change Order No. 1 with BFW Engineering & Testing, Inc., for an increase in the amount of \$12,200 and a new total contract cost of \$262,200 related to the BUILD Grant Environmental Assessment. This Change Order allows for BFW Engineering & Testing, Inc. to engage the services of a third party to provide mussel surveys along the shoreline as part of the US Fish and Wildlife Services analysis of the impacts of the proposed project.

APPROVE BUDGET AMENDMENT IN THE AMOUNT OF \$154,000

Commissioner Guess offered Motion, seconded by Commissioner Gault, that the Board introduce an Ordinance entitled, “AN ORDINANCE AMENDING ORDINANCE NO. 2020-6-8641, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2020, THROUGH JUNE 30, 2021, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2020, and ending June 30, 2021, as adopted by Ordinance No. 2020-6-8641, be amended by the following re-appropriations: Transfer \$154,000 from the Debt Service Fund Reserve to the Investment Fund IDA Account.

APPROVE AMENDMENT TO SEC. 2-142 OF THE CODE OF ORDINANCE – TIME OF REGULAR COMMISSION MEETINGS

Commissioner Henderson offered Motion, seconded by Commissioner Wilson, that the Board introduce an Ordinance entitled, “AN ORDINANCE AMENDING ORDINANCE NO. 2020-6-8641, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2020, THROUGH JUNE 30, 2021, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows:

April 13, 2021

That the annual budget for the fiscal year beginning July 1, 2020, and ending June 30, 2021, as adopted by Ordinance No. 2020-6-8641, be amended by the following re-appropriations: Transfer \$154,000 from the Debt Service Fund Reserve to the Investment Fund IDA Account.

CITY MANAGER COMMENTS

- The FY2022 Budget Process is under way.

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:

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

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

RECONVENE IN OPEN SESSION

Commissioner Henderson offered motion, seconded by Commissioner Guess, 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

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)

TIME ADJOURNED: 7:43 p.m.

ADOPTED: April 27, 2021

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

April 27, 2021

Deed File:

1. Deed of Assumption – GPEDC and Paducah-McCracken County Industrial Development Authority – **ORD 2020-12-8664**

Contract File:

1. Closing Documents – Transfer from GPEDC to Paducah-McCracken County Industrial Development Authority – Triple Rail Site – **ORD 2020-12-8664**
2. Memorandum of Understanding – Community Scholarship Program – West Kentucky Community and Technical College

CITY OF PADUCAH
April 27, 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

4/22/2021

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
April 27, 2021**

NEW HIRES - FULL-TIME (F/T)						
<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>	
McCuan, Tyler	Cemetery Sexton	\$20.00/hr	NCS	Ex	April 29, 2021	
<u>PUBLIC WORKS</u>						
Lee Jr., Anthony L.	Laborer - Maintenance	\$14.33/hr	NCS	Non-Ex	April 29, 2021	
Simmons, Marcey M.	Laborer - Maintenance	\$14.33/hr	NCS	Non-Ex	April 29, 2021	
NEW HIRES - PART-TIME (P/T)						
<u>ENGINEERING</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>	
Shumaker, Ronnie N.	Temporary Pump Operator	\$10.00/hr	NCS	Non-Ex	April 16, 2021	
<u>PARKS & RECREATION</u>						
Abbage, Emanuel	Parks Maintenance - Laborer	\$11.00/hr	NCS	Non-Ex	May 3, 2021	
Bridges, Emmanuel	Parks Maintenance - Laborer	\$11.00/hr	NCS	Non-Ex	May 3, 2021	
Kelley, Michael	Park Ranger	\$10.00/hr	NCS	Non-Ex	April 29, 2021	
Thompson, Savana	Lifeguard	\$8.63/hr	NCS	Non-Ex	May 26, 2021	
Turnbow, Mikey J.	Park Ranger	\$10.00/hr	NCS	Non-Ex	April 29, 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>	
Bugg, Gregory Patrick	Telecommunicator \$17.06/hr	Telecommunicator \$17.49/hr	NCS	Non-Ex	May 6, 2021	
<u>FIRE - PREVENTION</u>						
Hugen, Vaughn	Deputy Electrical Inspector \$26.82/hr	Chief Electrical Inspector \$29.50/hr	NCS	Non-Ex	April 22, 2021	
<u>FIRE - SUPPRESSION</u>						
Fuchs, Jennifer	Lieutenant \$17.85/hr	Captain \$20.12/hr	NCS	Non-Ex	May 6, 2021	
Owen, Christopher	Relief Driver \$16.61/hr	Lieutenant \$17.85/hr	NCS	Non-Ex	May 6, 2021	
<u>PARKS & RECREATION</u>						
Downing Jr., David W.	Parks Maintenance Supervisor \$23.64/hr	Parks Maintenance Supervisor \$24.11/hr	NCS	Ex	April 22, 2021	
Meadows, Chelsi W.	Parks Maintenance Supervisor \$23.64/hr	Parks Maintenance Supervisor \$24.11/hr	NCS	Ex	April 22, 2021	
TERMINATIONS - FULL-TIME (F/T)						
<u>POLICE</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>			
Strong, Codey R.	Police Officer	Resignation	April 14, 2021			
TERMINATIONS - PART-TIME (P/T)						
<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>			
Orr, Demontay J.	Park Ranger	Resignation	April 14, 2021			
White, Tre Shaun M.	Parks Maintenance - Laborer	Resignation	April 19, 2021			

Agenda Action Form

Paducah City Commission

Meeting Date: April 27, 2021

Short Title: Approve the 2021 Annual Plan and Administrative Plan for the Section 8 Program- **T HOLLIMON**

Category: Municipal Order

Staff Work By:

Presentation By:

Background Information: Required annually, this Administrative Plan outlines how the Housing Choice Voucher program, also known as Section 8, is to operate. While most of the program's regulations are established by HUD, a few local preferences can be made, however these elements must be founded in the Administrative Plan. Current FMR and adjusted Utility Allowances are also included.

Paralleling the preferences of previous years, the 2021 plan gives local preference to recent victims of domestic violence, full-time students, families displaced by a federally declared disaster, working families, disabled and elderly households. Also, a local customization, the 2021 plan continues to require a minimum payment by the tenant of at least \$50.00.

Local preferences include continued participation in the HUD-Veterans Affairs Supportive Housing (HUD-VASH) program which continues to house 16 veterans, and continued promotion of both the Scholar House and the Merryman House Initiative.

The 2021 Administrative also includes a more detailed description and procedures regarding the VASH program.

A public hearing for this Administrative Plan was advertised on February 26, 2021 and held on April 13, 2021. No comments were received.

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

If yes, please list the Commission Priority: Housing

Communications Plan: N/A

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. MO sec8-annual plan & utility allowance 2021
2. Attachments

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING THE CITY OF PADUCAH, KENTUCKY, ADMINISTRATIVE PLAN FOR 2021 HOUSING CHOICE VOUCHER PROGRAM, EFFECTIVE MAY 1, 2021, WITH SAID ADMINISTRATIVE PLAN INCLUDING REVISIONS TO THE UTILITY ALLOWANCES FOR THE SECTION 8 HOUSING PROGRAM AS REQUIRED BY THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS REVISED

WHEREAS, it is the intent of the City of Paducah to submit an Annual Plan, as required, to the U.S. Department of Housing & Urban Development to provide decent, safe, and sanitary rental housing assistance for eligible families and provide opportunities, promote self-sufficiency and economic independence for the Housing Choice Voucher program participants; and

WHEREAS, the Utility Allowances and the Fair Market Rent may be updated each year and as such are reflected in this Annual Plan.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky, Administrative Plan for 2021 Housing Choice Voucher Program, effective May 1, 2021 is hereby adopted in its entirety.

SECTION 2. That the City of Paducah adopts revisions of the Utility Allowances for the Section 8 Housing Program reflecting certain changes in utility rates as outlined in the Administrative Plan for 2021 Housing Choice Voucher Program, effective May 1, 2021.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 27, 2021
Recorded by Lindsay Parish, City Clerk, April 27, 2021
mo\sec8-annual plan & utility allowance 2021

CITY OF PADUCAH KENTUCKY

Administrative Plan for 2021 Housing Choice Voucher Program

KY-137



Proposed Effective Date: May 1, 2021
As Adopted by the City of Paducah Board of Commissioners
Municipal Order #

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INTRODUCTION

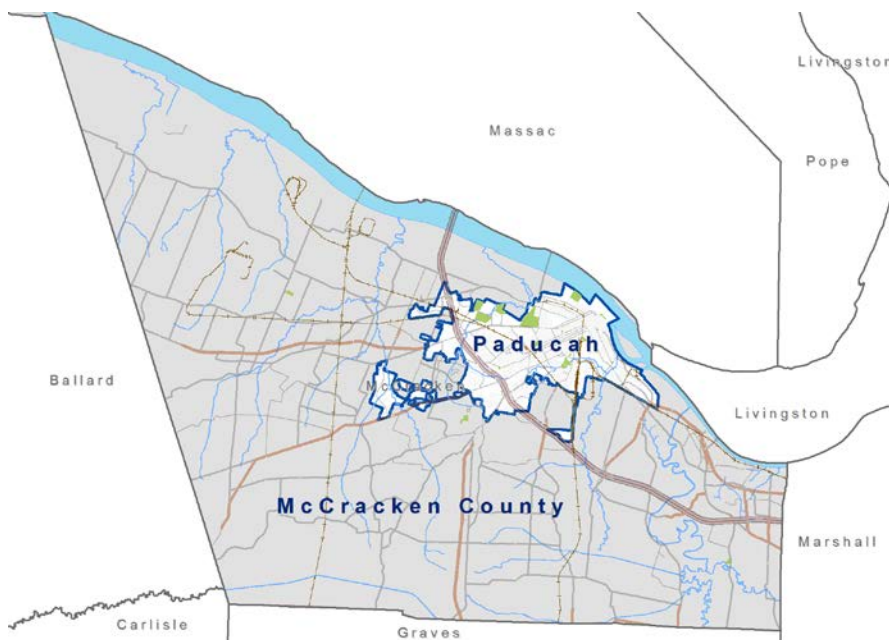
Our goal is to provide in Paducah-McCracken County decent, safe and sanitary rental housing for eligible families and to provide opportunities, promote self-sufficiency and economic independence for Housing Choice Voucher (HCV), also known as Section 8, program participants.

To achieve this mission, we will:

- Recognize residents as our ultimate customer
- Through effective and efficient management
- Seek problem-solving partnerships with residents, landlords, community and government leadership

The purpose of this administrative plan is to establish guidelines for staff to follow in determining eligibility for Housing Choice Voucher (Section 8) programs. The basic guideline for this plan is governed by the requirements of the U.S. Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. The policies and procedures governing admissions and continued occupancy are outlined in the plan and these requirements are binding upon applicants, residents, landlords and this Public Housing Agency (PHA), known as the Paducah Section 8 Housing office. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

Federal Regulations shall mean those found in Section 24 CFR (Code of Federal Regulations).



Housing Choice Voucher (HCV) Program overview

In the Housing Choice Voucher (Section 8) program, the PHA pays monthly rental subsidies so that eligible families can afford decent, safe, and sanitary housing. HUD provides housing assistance funds to the PHA and funds the PHA to administer the program.

Under the HCV tenant-based program, families select and rent units that meet program housing quality standards (HQS). If the PHA approves a family's unit and tenancy, the PHA contracts with the owner to make rent subsidy payments (housing assistance payments) (HAP) directly to the owner on behalf of the family, on a monthly basis. The family enters into a lease with the owner and pays its share of the rent to the owner in accordance with the lease.

The HAP contract between the PHA and the owner covers only a single unit and a specific assisted family. If the family moves out of the leased unit, the HAP contract with the owner terminates. The family may generally move to another unit with continued assistance, so long as the family is complying with program requirements.

Part I. ELIGIBILITY AND OBLIGATIONS

1. Eligibility Determination

The Paducah Section 8 office serves the residents of Paducah-McCracken County, Kentucky and will use a simple pre-application form as suggested by HUD that will enable us to make a preliminary determination of eligibility. Complete applications of eligible families (Family is described as: A person or group of persons, as determined by the Paducah Section 8 Housing office consistent with 24 CFR 5.403, approved to reside in a unit with assistance under the program) will be arranged by date and time of application.

Eligibility Criteria:

A. A qualifying family is described as:

The term "family" includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or
2. A group of persons residing together and such group includes, but is not limited to:
 - a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - b. An elderly family;
 - c. A disabled family;
 - d. A displaced family; and/or
 - e. The remaining member of a tenant family.

B. The applicant must be of a very low-income status as established by HUD reflecting **50% of the median income**. Annual income (gross income) is compared to income limits published by the Federal Register.

2. Selection of Program Participants – Local Preferences

This PHA – Paducah Section 8 Housing office – will utilize the following weighted local preferences in the classification of families and placement on the waiting list. Priority will be given utilizing a point system and organized on the waiting list by time and date of application in the following order in coordination with the income targeting criteria as follows:

- A. (20 points) Eligible applicants referred by a partnering service organization (PIH Notice 2017-08) who are or have been **victims within the past year** of domestic violence as defined and outlined by "Violence Against Women and Department of Justice Reauthorization Act of 2005" or current legislation regarding violence against women.
- B. (15 points) Eligible applicants who are currently enrolled or enrolled to be **full-time students** (minimum 12 credit hours per semester) at an institution of higher learning in pursuit of a degree or specialty program and are seeking self-sufficiency.
- C. (10 points) **Federally Declared Disaster Families** or locally displaced by governmental action - A family displaced by a federally declared disaster. Housing Choice Voucher participants or Public Housing residents from the disaster area will receive preference over non-assisted disaster families.
- D. (5 points) **Previously assisted eligible families** that have been terminated by the PHA due to reduced federal funding.
- E. (3 points) **Working families** (at least one person employed a minimum of 25 hours per week or receiving an equivalent pay of minimum federal wage times 25 weekly), **disabled or elderly** families and families certified for homeowner assistance.
- F. All other eligible families followed by (G).
- G. Single, non-elderly, non-disabled.

3. Income Targeting Selection Criteria

A minimum of **75% of all new admissions** during any fiscal year will have incomes **at or below 30% of area median income** as established by HUD and published in Federal Register.

4. Eligibility Exceptions (not eligible)

- A. No person owing money to this Agency or any other federally funded housing program shall be deemed eligible for a Section 8 Housing Assistance.
- B. Applicants who were past participants in the Section 8 Program may be determined ineligible if it is determined that the applicant either:
 - 1. Failed to satisfy liability for unpaid rent or damages.
 - 2. Vacated the unit in violation of their lease.
 - 3. Failed to promptly and/or honestly supply information relating to income, allowable deductions and family compensations.
 - 4. Intentional and willfully abused the program.
 - 5. Was abusive or threatening to Section 8 workers.
- C. In determining whether or not an applicant shall be determined ineligible and in determining the length of the ineligibility, the Program Administrator shall consider factors such as:
 - 1. The seriousness of the offense.
 - 2. The applicant's current attitude.
 - 3. The length and time that has lapsed since the offense.
- D. Applicants and current Section 8 participants will be **deemed ineligible for Rental Assistance because of family members that engage in drug-related criminal activities** on or off the premises.
- E. This Agency will deny or terminate assistance based on the following:
 - 1. The **felonious manufacture, sale or distribution or the possession** with intent to manufacture, sell or distribute of a controlled substance [as defined in Section 102 of the Controlled Substance Act (21U.S.C. 802)]
 - 2. The **felonious use or possession of a controlled substance**.
 - 3. **Illegal drug use** or pattern of illegal drug use that may interfere with the safety or welfare of other tenants.
 - 4. **Abuse of alcohol** or pattern of such abuse that may interfere with the safety or welfare of other tenants.
 - 5. **Violent criminal activity** includes any felonious criminal activity that has as one of its elements, the use, attempted use, or threatened use of physical force against the person or property of another. Felonious is described as criminal activity classified as a felony under Federal, State or Local Laws.
 - 6. Any criminal activity that threatens the safety or welfare of other residents.
 - 7. **Manufacture or producing of methamphetamine (will receive a lifetime ban)**
 - 8. Family member fleeing to avoid prosecution or custody or confinement after conviction for a felony or high misdemeanor
 - 9. **Sex offenders** subject to a lifetime sex offender registration

5. Considerations in Denials and Termination-

- A. This Agency, Paducah Section 8 office, will deny or terminate assistance if the preponderance of the evidence indicates that a Family member has engaged in such activity regardless of whether the Family member has been arrested or convicted.
- B. This Agency will consider all circumstances in each case i.e. seriousness of offense, extent of Family member participation, effects of denial or termination on other Family members, etc.
- C. This Agency shall give the applicant or participant an opportunity for an informal hearing procedure.
- D. This Agency will deny assistance to applicants who have been evicted from public housing or terminated from assisted housing within the past 3 years for drug related activities, except for the manufacture or producing of methamphetamine on the premise of the assisted unit which will permanently deny eligibility for assisted housing.

6. Criminal Background Checks

Each applicant will be screened for criminal conviction records by reviewing police, court records, probation and parole records and/or landlord references. These records will be used only for applicant screening and termination purposes and will be destroyed once the purpose of their use is completed.

Applicants rejected because of criminal records will be given a copy of the record and opportunity to dispute its accuracy and relevance.

7. Citizenship and Eligible Immigration Status

Paducah Section 8 Housing office will obtain and verify evidence of citizenship and eligible immigration status as required by HUD regulations implementing statutory restrictions on assisted occupancy by certain noncitizens.

8. Verifying Income and Determining & Gross Family Contribution

- A. Paducah Section 8 Housing office will verify income and gross family contribution as follows:
 1. PIH Enterprise Income Verification System (EIV) to be utilized per HUD regulations in 24CFR 5.233¹
 2. Third party verification
 3. Review documents
 4. Notarized statements and/or self-declaration of attributed income
- B. Assets up to \$5,000.00 may be self-verified with a self-declaration statement.
- C. VASH participant's income may be verified by the Housing Inquiry statement (HINQ) as provided by our partner VA office.
- D. Every calculation will be checked by another staff member and spot checked by the Administrator at random intervals.

9. Social Security and Supplemental Security Income Verification

Paducah Section 8 Housing office will require verification of SS and SSI income from each applicable participant and applicant by the provision of documents that indicate benefit amounts.

Upon receipt of SS/SSI Benefit History Report from HUD, we will review the applicable tenant income history and notify the tenant of any discrepancy found that would adversely affect the amount of housing assistance provided. The tenant will be given an opportunity to contest the findings through the normal informal hearing process.

¹ As per Notice PIH 2018-18 Use of EIV system

If after verifying that tenants received excessive housing assistance by not reporting all of their income, the Paducah Section 8 Housing office will use various enforcement actions depending on the cost and benefits of the technique selected. Options selected include, but are not limited to:

- Immediate Restitution
- Repayment Agreement
- Retroactive Rent
- Garnishment of Wages
- Prosecution
- Termination of Assistance

The Paducah Section 8 Housing office will use a confessed judgment note when immediate restitution or repayment agreement action is instituted.

All Tenant Income Discrepancy Reports used as a control for recording resolution of SS/SSI income differences will be maintained for two years and destroyed.

10. Family Obligations

The family shall:

- ✓ Notify the Paducah Section 8 Housing office BEFORE vacating the dwelling unit.
- ✓ Supply such certification, release information or documentation as PHA or HUD determines to be necessary in the administration of the program including use by the PHA for a regularly scheduled re-examination of family income and composition in accordance with HUD requirements.
- ✓ Allow the Paducah Section 8 Housing office to inspect the dwelling unit at reasonable times and after reasonable notice.
- ✓ Use the dwelling unit solely for a residence by the family, and as the family's principal place of residence.
- ✓ REPORT ANY CHANGES of family composition, increases or decreases in medical (elderly) or child care expenses, increases or decreases in family income.

The family shall not:

- ✗ Own or have any interest in the dwelling unit (other than in a manufactured home assisted under regulations or a member of a cooperative).
- ✗ Assign the lease or transfer the unit.
- ✗ Commit any fraud in connection with the Section 8 Housing Program.
- ✗ Receive assistance under the Section 8 Housing Program while occupying or receiving assistance for occupancy of another unit assisted under any Federal Housing Assistance Program (including any other Section 8 Program).

11. Interim Adjustments

Families participating in the Housing Choice Voucher Program as well as the Paducah Section 8 Housing office are required to **report any changes** of family composition, increases or decreases in medical (elderly) or child care expenses, increases or decreases in family income during each contract year as they occur. The EIV system will be utilized at each interim adjustment to determine income discrepancies. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged.²

² Required by Notice PIH 2018-18 (#16)

12. Family Information Provided to Owners

Paducah Section 8 Housing office will provide the following information to owners (upon request) regarding a prospective tenant:

- The family's current address
- The name and address (if known) of the family's present landlord
- Information known about tenancy's history of family members including documented drug or violent criminal activity by family members.
- Paducah Section 8 Housing office will provide families a statement of policy on the provision of information to owners. The same type of information will be provided to all owners and families.

13. Violence Against Women (VAWA) and Department of Justice Reauthorization Act of 2005

On January 5, 2006, President Bush signed into law the "Violence Against Women and Department of Justice Reauthorization Act of 2005 (Public Law 109-162). The law became effective that same day. In addition to reauthorizing many programs at the Department of Justice, the bill reauthorizes and expands provisions of the Violence Against Women Act (VAWA), which was originally enacted in 1994.

The law defines domestic violence as "felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other adult person against a victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction receiving grant monies." Dating violence, sexual assault, and stalking are included in the definition of domestic violence.

The most significant affect the law has on Section 8 participants and applicants for rental assistance is that an individual's status as a victim of domestic violence, dating violence, sexual assault or stalking is NOT an appropriate basis for denial of assisted housing. The new law does NOT change existing eligibility and continuing occupancy requirements.

Domestic Violence victims must still otherwise qualify for admission to and continuing participation in assisted housing programs.

This PHA, Paducah Section 8 office, is committed to these victims, as well as members of their immediate family, and to compliance with the VAWA law and will expand the applicant preference include victims of dating violence, sexual assault and stalking. The PHA will require a certification as to the incident(s). See FORM HUD-5382.

This PHA, Paducah Section 8 office, shall keep all information and certification(s) obtained by the PHA about a victim's status confidential. The information will not be entered into any shared database or provided to any related entity. However, the PHA may disclose the information if the victim requests or consents to the disclosure in writing; the information is required for use in termination proceedings related to whether the incident or incidents in question qualify as a serious or repeated violation of the lease or criminal activity directly relating to domestic violence, dating violence or stalking; or is otherwise required by law.

The following offenses are grounds for denial or termination of assistance for applicant/participant:

- a. Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if

- the tenant or immediate member of the tenant's family is a victim of that domestic violence, dating violence, sexual assault or stalking;
- b. Notwithstanding subparagraph a above, a PHA or owner under this section may bifurcate a lease under this section, in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant;
 - c. Nothing in subparagraph a may be construed to limit the authority of a PHA or owner, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up;
 - d. Nothing in subparagraph a limits any otherwise available authority of a PHA to terminate participant assistance for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the PHA does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate;
 - e. Nothing in paragraph a may be construed to limit the authority of a PHA or owner to terminate the tenancy of any tenant if the PHA or owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated; and
 - f. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
 - g. The PHA shall not terminate or refuse to renew the voucher due to an incident or incidents of actual or threatened domestic violence, dating violence, or stalking. These incidents will not be construed as a serious or repeated violation of the Housing Choice Voucher program by the victim or threatened victim of that violence and will not be good cause for terminating the Voucher of the victim of such violence.

* * * * *

**CERTIFICATION OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE
DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

FORM HUD-5382
OMB APPROVAL NO. 2577-0286
EXP. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name: (if different from victim's) _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator:
(if known and can be safely disclosed) _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s): (if known)

9. Location of incident(s):

10. In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature: _____ Date signed: _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number. FORM HUD-5382 (12/2016)

Part II. HOUSING STANDARDS AND INSPECTIONS

1. Housing Quality Standards and Inspection Procedures

Each housing unit occupied by an assisted participant under this Program must meet Housing Quality Standards. This will be determined by the use of HUD Inspection Form 52580.

An inspection will be performed on each prospective unit within 15 calendar days following request, *unless extenuating circumstances are present. The Paducah Section 8 office shall inspect assisted dwelling units under contract not less than biennially if the unit passed its inspection without a revisit. If the unit has failed an inspection, the Paducah Section 8 office may inspect the unit annually.*

To maximize efficiency and ensure an acceptable level of service, the Paducah Section 8 office may assign inspections to be conducted by staff or a contracted inspector that is trained to conduct such inspections in accordance with HQS.

It is the intent of this Agency to assure that each unit meets performance and acceptability requirements in order to meet the requirement of decent, safe, and sanitary housing. This will be achieved by adhering to quality control guidelines set forth in HUD Inspection Manual and following inspection procedures:

The Inspector receives a request for inspection from the Paducah Section 8 office. The inspection request might be for:

A. Pre-lease inspection.

The Program Administrator may have a tenant who has a unit that is questionable under the Section 8 Program and may want a pre-lease inspection made. The Program Administrator will make an appointment with the tenant and landlord to conduct a pre-lease inspection using the Housing Quality Standards.

The Section 8 Program Administrator and Inspector must follow the Housing Quality Standards with special regard to the plumbing and electrical systems. When inspecting a unit the Inspector will look beyond the obvious new cosmetic remodeling. A unit may look clean and nicely decorated but present subliminal health and safety guard.

B. Initial Inspections.

The Program Administrator or Inspector fill in the initial information on the inspection sheet and contact the tenant to schedule the inspection. The Housing Quality Standards and local codes must be met to insure the unit is decent, safe and sanitary.

While conducting the inspection it is the responsibility of the Inspector to note the unit's present condition listing any deficiencies that need correction.

After the inspection is completed, the unit will be classified as one of the following:

1. Approved.
2. Conditionally Approved, contingent upon repairing the identified deficiencies within a specified time.
3. Unapproved.

C. Re-exam Inspection.

Paducah Section 8 Housing office will conduct an inspection of a client's unit to determine that the dwelling continues to meet the approved standards. When a tenant is up for a re-examination inspection, the Paducah Section 8 Housing office will notify the resident and landlord to schedule an inspection. The procedure for this inspection uses the same guidelines as an Initial Inspection.

D. Follow-up Inspection.

If a unit has been inspected and is conditionally approved, contingent upon seasonal repairs (e.g. painting exterior of unit in adverse weather conditions), the landlord is given a due date in which to complete the identified deficiencies.

After the repair due date has expired, a follow-up inspection is made. If the repairs have been completed and are acceptable, the Inspector will classify the unit as approved. If the repairs are in progress, an extension of time may be given at the discretion of the Inspector. The Inspector will consider the degree of progress and the quality of the work at that point.

If repairs have not been initiated, the owner will be in Violation of their Contract with Paducah Section 8 Housing office and will be notified of the termination of Contract. The resident will be issued another Voucher to find housing elsewhere within 60 days.

E. Move-Out Inspections.

When a tenant leaves a unit that is under Contract with the Paducah Section 8 Housing office, whether it is due to transfer to another unit, termination of the lease, skip out, or an eviction, an optional move-out inspection may be requested by the landlord or tenant. The Paducah Section 8 office will write-up the inspection sheet and contact the tenant and/or landlord to schedule the inspection. The inspector will conduct the inspection. Notations are made on the move-out form and compared to the HUD Inspection Booklet, the Program Administrator's move-in sheet, and any follow-up comments in the tenant's file. This comparison guards against tenants being charged for any damage that was incurred from previous occupants.

The Section 8 Program Administrator and Inspector after each inspection make copies of the report for the Section 8 file, the tenant file, and for the landlord records. In cases where the units are acceptable contingent upon repairs, a cover letter including the tenant's name, the due date for completion of repairs and the Program Administrator's and Inspector's names are attached to the landlord's inspection report. The lease is negotiated while the deficiencies are being repaired.

When a unit is declared unacceptable, the Program Administrator and the Inspectors determine structural and/or major repairs that are required to make the unit decent, safe, and sanitary. The unit must comply with the Housing Quality Standards before the lease and contract can be negotiated.

2. Housing Quality Standards (Approval of Unit Size Family Selects)

- A. Unit must provide adequate space and security for the family (minimum standards).
- B. Unit must contain a living room, kitchen area, and a bathroom.
- C. Must be at least one bedroom or living/sleeping room of appropriate size for each two persons.
- D. A single parent with a child under the age of six (6) may share the same bedroom.
- E. Exterior doors and windows accessible from outside unit must be lockable.
- F. PHA may not prohibit family from renting unit with fewer bedrooms than number on Voucher as long as it meets regular HQS requirements.

3. Unit Size Selection by Family

Voucher holders may select a **larger** unit than listed on the voucher; however

- a. Family subsidy will be based on the applicable payment standard for which the family is eligible, not to exceed a tenant payment greater than 40% of the tenant's adjusted income.
- b. Utility allowance is given for the actual unit size selected.

Vouchers may select **smaller** unit than listed on voucher.

- a. Unit must meet HQS space standards.
- b. Subsidy would be based on unit size for which the family is eligible.

- c. Utility allowance is given for the actual unit size selected.

4. Occupancy Standards

- A. ***Policies and procedures of the PHA:*** Applications will be taken and eligibility determined by Paducah Section 8 Housing office, following notices through the news media of the availability of housing assistance for eligible families. Applications will be processed on a first-come, first-serve basis following selection procedures (see Section 3) without regard to age, race, color, national origin, religion, sex, familial status, disability, sexual orientation or gender identity.

Eligibility will be certified to families in conformance with the following:

Standards Used to Issue Housing Choice Vouchers		
Certification Size	Minimum	Maximum
0 Bedroom	1 person	1 person
1 Bedroom	1 person	2 people
2 Bedrooms	2 people	4 people
3 Bedrooms	4 people	6 people
4 Bedrooms	6 people	8 people

Standards Used to Determine Acceptability of Unit Size	
Unit Size	Minimum Occupancy Assuming Living Room Used as Living/Sleeping Area
0 Bedroom	1 person
1 Bedroom	4 people
2 Bedrooms	6 people
3 Bedrooms	8 people
4 Bedrooms	10 people

- B. ***Occupancy Standards Exceptions:*** Applicants may be given an exception to the established occupancy standards if determination is justified by the age, sex, health, disability, or relationship of family members or other individual circumstances. An exception will be considered if the applicant requests in writing stating the reasons and justification of such an exception based on the above factors. The Director of Planning will make the final determination of occupancy exceptions and document each case accordingly.

5. Disapproval of Owner

Paducah Section 8 Housing office will disapprove owner participation based on (1) owner history of failing to terminate tenancy for drug related or violent criminal activity or other threatening activity (2) owner engaging in drug related or violent criminal activity.

6. Annual Re-examinations

All families will be re-examined at least annually to determine if they will continue to receive assistance and to recalculate total tenant payment and assistance payments. The family is required to provide verification of family income, composition, medical expenses (elderly), and unusual expenses.

The recalculation of Housing Assistance Payments will be performed following the applicable method of the program. Any increase or decrease in the family's portion of rental payments will be calculated and notice will be sent to the landlord and participant in writing before the effective date of change.

7. Continued Assistance after Family Break-Up

Paducah Section 8 Housing office shall determine which family members will continue to receive assistance after a family break-up. The head of household, spouse or any adult member of the household must notify the Paducah Section 8 Housing office that there has been a family break-up and continued assistance is being requested. The assisted family member making the request must submit the request in writing to the Paducah Section 8 Housing office and request a determination. The request must be made within 10 calendar days of the break-up. The PHA will consider the following factors in making this determination:

Assisted Unit: Whether the assistance should remain with family members remaining in the original assisted unit.

Interest of Family Members: The interest of minor children or of ill, elderly or disabled family members.

Physical Violence: Whether family members are forced to leave the unit as a result or actual or threatened physical violence against family members by a spouse or other member of the household.

Paducah Section 8 Housing office will issue a determination within 10 calendar days of receipt of the request for a determination. The person requesting the determination may request an Informal Hearing in accordance with the PHA established procedures if they disagree with the determination of the Paducah Section 8 Housing office.

NOTICE - If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the Paducah Section 8 Housing office is bound by the court's determination of which family members continue to receive assistance in the program.

* * * * *

Part III. SPECIAL HOUSING TYPES & STANDARDS

Overview

- A. Special housing types. There are 6 special housing types:
 - Single room occupancy (SRO) housing
 - Congregate housing
 - Group home
 - Shared housing
 - Cooperative (including mutual housing)
 - Manufactured home
- B. PHA choice to offer special housing type. The PHA may permit a family to use any of the following special housing types in accordance with requirements of the program: single room occupancy housing, congregate housing, group home, shared housing or cooperative housing. In general, the PHA is not required to permit use of any of these special housing types in its program. The PHA must permit use of any special housing type if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8.
- C. Family choice of housing and housing type. The PHA may not set aside program funding for special housing types, or for a specific special housing type. The family chooses whether to rent housing that qualifies as a special housing type under this subpart, or as any specific special housing type, or to rent other eligible housing in accordance with requirements of the program. The PHA may not restrict the family's freedom to choose among available units in accordance with Sec. 982.353.
- D. Applicability of requirements. Except as modified by this section, requirements in the other sections of this plan apply to the special housing types. Provisions in this section only apply to that specific special housing type. The housing type is noted in the title of each section.

1. Single Room Occupancy (SRO) [Sec. 982.602]

A single person only may reside in an SRO housing unit. The SRO housing unit may only be used if:

- HUD determines there is significant demand for SRO units in the area;
- The PHA approves providing assistance for SRO housing under the program; and
- The PHA certifies to HUD that the property meets applicable local health and safety standards for SRO housing.

For SRO housing, there is a separate lease and HAP contract for each assisted person.

Payment standard. For a person residing in SRO housing, the payment standard is 75 percent of the zero-bedroom payment standard amount on the PHA payment standard schedule. For a person residing in SRO housing in an exception area, the payment standard is 75 percent of the HUD-approved zero-bedroom exception payment standard amount.

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

HQS standards for SRO. The HQS in this plan apply to SRO housing. However, the standards in this section apply in place of the sanitary facilities, food preparation and refuse disposal, and space and security standards. Since the SRO units will not house children, the housing quality standards concerning lead-based paint, do not apply to SRO housing.

SRO Performance requirements. SRO housing is subject to the additional performance requirements for sanitary facilities, space and security, access, and sprinkler system standards below.

Sanitary facilities in an SRO, and space and security characteristics must meet local code standards for SRO housing. In the absence of applicable local code standards for SRO housing, the following standards apply:

- At least one flush toilet that can be used in privacy, lavatory basin, and bathtub or shower, in proper operating condition, must be supplied for each six persons or fewer residing in the overall SRO housing.
- If SRO units are leased only to males, flush urinals may be substituted for not more than one-half the required number of flush toilets. However, there must be at least one flush toilet in the building.
- Every lavatory basin and bathtub or shower must be supplied at all times with an adequate quantity of hot and cold running water.
- All of these facilities must be in proper operating condition, and must be adequate for personal cleanliness and the disposal of human waste. The facilities must utilize an approvable public or private disposal system.
- Sanitary facilities must be reasonably accessible from a common hall or passageway to all persons sharing them. These facilities may not be located more than one floor above or below the SRO unit. Sanitary facilities may not be located below grade unless the SRO units are located on that level.

Space and security requirements in an SRO.

- No more than one person may reside in an SRO unit.
- An SRO unit must contain at least one hundred ten square feet of floor space.
- An SRO unit must contain at least four square feet of closet space for each resident (with an unobstructed height of at least five feet). If there is less closet space, space equal to the amount of the deficiency must be subtracted from the area of the habitable room space when determining the amount of floor space in the SRO unit. The SRO unit must contain at least one hundred ten square feet of remaining floor space after subtracting the amount of the deficiency in minimum closet space.
- Exterior doors and windows accessible from outside an SRO unit must be lockable.

Access requirements in an SRO.

- Access doors to an SRO unit must have locks for privacy in proper operating condition.
- An SRO unit must have immediate access to two or more approved means of exit, appropriately marked, leading to safe and open space at ground level, and any means of exit required by State and local law.
- The resident must be able to access an SRO unit without passing through any other unit.

Sprinkler system requirements in an SRO.

A sprinkler system that protects all major spaces, hard wired smoke detectors, and such other fire and safety improvements as State or local law may require must be installed in each building. The term "major spaces" means hallways, large common areas, and other areas specified in local fire, building, or safety codes.

2. Congregate Housing [Sec. 982.606 of 24 CFR 982]

An elderly person or a person with disabilities may reside in a congregate housing unit. However, if approved by the PHA, a family member or live-in aide may reside with the elderly person or person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Additional standards apply concerning occupancy by a live-in aide.

For congregate housing, there is a separate lease and HAP contract for each assisted family.

Rent and housing assistance payment.

Without a live-in aide:

- For a family residing in congregate housing, the payment standard is the zero-bedroom payment standard amount on the PHA payment standard schedule. For a family residing in congregate housing in an exception area, the payment standard is the HUD-approved zero-bedroom exception payment standard amount.
- However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard for a family residing in congregate housing is the one-bedroom payment standard amount.

With a live-in aide, the live-in aide must be counted in determining the family unit size.

Housing quality standards for congregate housing. Sec. 982.609

The HQS in this plan apply to congregate housing. However, the standards in this section apply in place of the food preparation and refuse disposal standards. Congregate housing is not subject to the HQS acceptability requirement that the dwelling unit must have a kitchen area.

Food preparation and refuse disposal: Additional performance requirements. The following additional performance requirements apply to congregate housing:

- a. The unit must contain a refrigerator of appropriate size.
- b. There must be central kitchen and dining facilities on the premises. These facilities:
 - ✓ Must be located within the premises, and accessible to the residents;
 - ✓ Must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner;
 - ✓ Must be used to provide a food service that is provided for the residents, and that is not provided by the residents; and (iv) Must be for the primary use of residents of the congregate units and be sufficient to accommodate the residents.
- c. There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary.

3. Group Home [Sec. 982.610]

An elderly person or a person with disabilities may reside in a State-approved group home.

- (a) If approved by the PHA, a live-in aide may reside with a person with disabilities.
- (b) The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with additional standards concerning occupancy by a live-in aide.

Except for a live-in aide, all residents of a group home, whether assisted or unassisted, must be elderly persons or persons with disabilities.

Persons residing in a group home must not require continual medical or nursing care.

Persons who are not assisted under the tenant-based program may reside in a group home.

No more than 12 persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.

For assistance in a group home, there is a separate HAP contract and lease for each assisted person.

A group home must be licensed, certified, or otherwise approved in writing by the State (e.g., Department of Human Resources, Mental Health, Retardation, or Social Services) as a group home for elderly persons or persons with disabilities.

Rent and housing assistance payment.

Meaning of pro-rata portion. For a group home, the term "pro-rata portion," means the ratio derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any PHA-approved live-in aide.

Rent to owner: Reasonable rent limit. The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

The reasonable rent for a group home is determined in accordance with Sec. 982.503. In determining reasonable rent for the group home, the Paducah Section 8 Housing office must consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private facilities.

Unless there is a live-in aide, the family unit size is zero or one bedroom.

If there is a live-in aide, the live-in aide must be counted in determining the family unit size.

The payment standard for a person who resides in a group home is the lower of:

- The payment standard for the family unit size; or
- The pro-rata portion of the payment standard for the group home size.

Over-FMR tenancy: Payment standard. For an over-FMR tenancy, the payment standard for a person who resides in a group home is the lower of:

- The FMR/exception rent limit for the family unit size; or
- The pro-rata portion of the FMR/exception rent limit for the group home size.

Utility allowance in a Group Home. The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

Housing quality standards in a Group Home. Sec. 982.614

Compliance with HQS. The Paducah Section 8 Housing office may not give approval to reside in a group home unless the unit, including the portion of the unit available for use by the assisted person under the lease, meets the following housing quality standards.

The HQS in this plan apply to assistance in a group home. However, the standards in this section apply in place of the sanitary facilities, food preparation and refuse disposal, space and security, structure and materials, and site and neighborhood.

The entire unit must comply with the HQS.

Group Home performance requirements. Group home housing is subject to the additional performance requirements for sanitary facilities, food preparation and service, space and security, structure and material, and site and neighborhood:

Sanitary facilities in a Group Home

- o There must be a bathroom in the unit. The unit must contain, and an assisted resident must have ready access to:
 - A flush toilet that can be used in privacy;
 - A fixed basin with hot and cold running water; and
 - A shower or bathtub with hot and cold running water.

- o All of these facilities must be in proper operating condition, and must be adequate for personal cleanliness and the disposal of human waste. The facilities must utilize an approvable public or private disposal system.
- o The unit may contain private or common sanitary facilities. However, the facilities must be sufficient in number so that they need not be shared by more than four residents of the group home.
- o Sanitary facilities in the group home must be readily accessible to and usable by residents, including persons with disabilities.

Food preparation and service in a Group Home

- The unit must contain a kitchen and a dining area. There must be adequate space to store, prepare, and serve foods in a sanitary manner.
- Food preparation and service equipment must be in proper operating condition. The equipment must be adequate for the number of residents in the group home. The unit must contain the following equipment:
 - ✓ A stove or range, and oven;
 - ✓ A refrigerator; and
 - ✓ A kitchen sink with hot and cold running water. The sink must drain into an approvable public or private disposal system.
 - ✓ There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary.
- The unit may contain private or common facilities for food preparation and service.
- Space and security.
 - ✓ The unit must provide adequate space and security for the assisted person.
 - ✓ The unit must contain a living room, kitchen, dining area, bathroom, and other appropriate social, recreational or community space. The unit must contain at least one bedroom of appropriate size for each two persons.
 - ✓ Doors and windows that are accessible from outside the unit must be lockable.

Structure and material for a Group Home

- The unit must be structurally sound to avoid any threat to the health and safety of the residents, and to protect the residents from the environment.
- Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts or other significant damage. The roof structure must be firm, and the roof must be watertight. The exterior or wall structure and exterior wall surface may not have any serious defects such as serious leaning, buckling, sagging, cracks or large holes, loose siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc., must not present a danger of tripping or falling. Elevators must be maintained in safe operating condition.
- The group home must be accessible to and usable by a resident with disabilities.

Site and neighborhood for a Group Home.

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other hazards to the health, safety, and general welfare of the residents. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps, instability, flooding, poor drainage, septic tank back-ups, sewage hazards or mud slides, abnormal air pollution, smoke or dust, excessive noise, vibrations or vehicular traffic, excessive accumulations of trash, vermin or rodent infestation, or fire hazards. The unit must be located in a residential setting.

4. Shared Housing [Sec. 982.615]

Sharing a unit. An assisted family may reside in shared housing. In shared housing, an assisted family shares a unit with the other resident or residents of the unit. The unit may be a house or an apartment.

Who may share a dwelling unit with assisted family?

- a. If approved by the PHA, a live-in aide may reside with the family to care for a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8. See Sec. 982.316 concerning occupancy by a live-in-aide.
- b. Other persons who are assisted under the tenant-based program, or other persons who are not assisted under the tenant-based program, may reside in a shared housing unit.
- c. The owner of a shared housing unit may reside in the unit. A resident owner may enter into a HAP contract with the PHA. However, housing assistance may not be paid on behalf of an owner. An assisted person may not be related by blood or marriage to a resident owner.

For assistance in a shared housing unit, there is a separate HAP contract and lease for each assisted family.

Rent and housing assistance payment for shared housing - Sec. 982.617

Meaning of pro-rata portion. For shared housing, the term "pro-rata portion" means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five bedroom unit, the ratio would be 3/5.

Rent to owner: Reasonable rent.

The rent to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit.

(b) The reasonable rent is determined in accordance with Sec. 982.503.

Maximum subsidy.

Voucher Tenancy: The payment standard is the lower of:

- ✓ The payment standard for the family unit size; or
- ✓ The pro-rata portion of the payment standard for the shared housing unit size.

Live-in aide. If there is a live-in aide, the live-in aide must be counted in determining the family unit size.

Utility allowance for shared housing

The utility allowance for an assisted family residing in shared housing is the prorata portion of the utility allowance for the shared housing unit.

Housing quality standards for shared housing - Sec. 982.618

- Compliance with HQS. The PHA may not give approval to reside in shared housing unless the entire unit, including the portion of the unit available for use by the assisted family under its lease, meets the housing quality standards.
- Applicable HQS standards. The HQS in Sec.982.401 apply to assistance in shared housing. However, the HQS standards in this section apply in place of Sec. 982.401(d) (space and security).

- Facilities available for family. The facilities available for the use of an assisted family in shared housing under the family's lease must include (whether in the family's private space or in the common space) a living room, sanitary facilities in accordance with Sec. 982.401(b), and food preparation and refuse disposal facilities in accordance with Sec. 982.401(c).

Space and security Performance requirements for shared housing

- The entire unit must provide adequate space and security for all its residents (whether assisted or unassisted).
- Each unit must contain private space for each assisted family, plus common space for shared use by the residents of the unit. Common space must be appropriate for shared use by the residents.
- The private space for each assisted family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private space of an assisted family may not be less than the family unit size.
- A zero or one bedroom unit may not be used for shared housing.

5. Cooperative Housing [Sec. 982.619]

When cooperative housing may be used. A family may reside in cooperative housing if the PHA determines that:

- ✓ Assistance under the program will help maintain affordability of the cooperative unit for low-income families; and
- ✓ The cooperative has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member's interest in a cooperative unit (such as a sale of the resident's share in a cooperative corporation).

Rent to owner.

The reasonable rent for a cooperative unit is determined in accordance with Sec. 982.503. For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.

The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. The carrying charge includes the member's share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down-payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose.

Gross rent is the carrying charge plus any utility allowance.

The occupancy agreement/lease and other appropriate documents must provide that the monthly carrying charge is subject to Section 8 limitations on rent to owner.

Housing assistance payment. The amount of the housing assistance payment is determined in accordance with subpart K of this part.

Live-in aide.

If approved by the PHA, a live-in aide may reside with the family to care for a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8. See Sec. 982.316 concerning occupancy by a live-in aide.

If there is a live-in aide, the live-in aide must be counted in determining the family unit size.

6. Manufactured Home [Sec. 982.620]

Applicability of HUD requirements.

A family may reside in a manufactured home with assistance under the program. The PHA must permit a family to lease a manufactured home and space with assistance under the program. The PHA may provide assistance for a family that owns the manufactured home and leases only the space. The PHA is not required to provide such assistance under the program.

The HQS in Sec. 982.621 always apply when assistance is provided to a family occupying a manufactured home. Sections 982.622 to 982.624 only apply when assistance is provided to a manufactured home owner to lease a manufactured home space.

Live-in aide.

- If approved by the PHA, a live-in aide may reside with the family to care for a person with disabilities. The PHA must approve a live-in aide, if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8. See Sec. 982.316 concerning occupancy by a live-in aide.
- If there is a live-in aide, the live-in aide must be counted in determining the family unit size.

Housing quality standards for a manufactured home - Sec. 982.621

A manufactured home must meet all the HQS performance requirements and acceptability criteria in Sec. 982.401. A manufactured home also must meet the following requirements:

- (1) Performance requirement. A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.
- (2) Acceptability criteria. A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

Space Rental for a manufactured home: Rent to owner - Sec. 982.622

Rent to owner for rental of a manufactured home space includes payment for maintenance and services that the owner must provide to the tenant under the lease for the space.

Rent to owner does not include the costs of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

Reasonable rent. During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined in accordance with this section. Section 982.503 is not applicable.

The Paducah Section 8 Housing office may not approve a lease for a manufactured home space until the PHA determines that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the The Paducah Section 8 Housing office must determine whether the rent to owner for the manufactured home space is a reasonable rent in comparison to rent for other comparable manufactured home spaces. To make this determination, the PHA must consider the location and size of the space, and any services and maintenance to be provided by the owner in accordance with the lease (without a fee in addition to the rent).

By accepting each monthly housing assistance payment from the Paducah Section 8 Housing office, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the

same manufactured home park or elsewhere. The owner must provide information, as requested by the PHA, on rents charged by the owner for other manufactured home spaces.

Space rental for a manufactured home: Housing assistance payment. Sec. 982.623

Fair market rent. The FMR for a manufactured home space is determined in accordance with 24 CFR 888.113(e). Exceptions do not apply to rental of a manufactured home space.

Housing assistance payment for a manufactured home:

Payment standard. The payment standard is used to calculate the monthly housing assistance payment for a family. The payment standard for a family renting a manufactured home space is the published FMR for rental of a manufactured home space. The amount of the payment standard is determined in accordance with Sec. 982.505(d)(4) and (d)(5).

Subsidy calculation. The amount of the monthly housing assistance payment for a family equals the lesser of paragraphs (c)(2)(1) or (c)(2)(ii) of Sec. 982.623:

An amount obtained by subtracting 30% of the family's monthly adjusted gross income from the sum of:

- (A) The amortization cost;
- (B) The utility allowance; and
- (C) The payment standard.

The monthly gross rent for the manufactured home space minus the minimum rent. The minimum rent is the higher of:

- (A) 10% of monthly income (gross income); or
- (B) A higher minimum rent as required by law.

Amortization cost. The amortization cost may include debt service to amortize costs (other than furniture costs) included in the purchase price of the manufactured home. The debt service includes the payment for principal and interest on the loan. The debt service amount must be reduced by 15% to exclude debt service to amortize the cost of furniture, unless the Paducah Section 8 Housing office determines that furniture was not included in the purchase price.

The amount of the amortization cost is the debt service established at time of application to a lender for financing purchase of the manufactured home if monthly payments are still being made. Any increase in debt service due to refinancing after purchase of the home is not included in the amortization cost

Debt service for set-up charges incurred by a family that relocates its home may be included in the monthly amortization payment made by the family. In addition, set-up charges incurred before the family became an assisted family may be included in the amortization cost if monthly payments are still being made to amortize such charges.

Annual income. In determining a family's annual income, the value of equity in the manufactured home owned by the assisted family, and in which the family resides, is not counted as a family asset.

Space Rental for a manufactured home: Utility allowance schedule. Sec. 982.624

The Paducah Section 8 Housing office must establish utility allowances for manufactured home space rental. For the first twelve months of the initial lease term only, the allowances must include a reasonable amount for utility hook-up charges payable by the family if the family actually incurs the expenses because of a move. Allowances for utility hook-up charges do not apply to a family that leases a manufactured home space in place. Utility allowances for

manufactured home space must not cover costs payable by a family to cover the digging of a well or installation of a septic system.

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Part IV. RENT, UTILITY ALLOWANCE STANDARDS

1. Minimum Rent

The minimum rent required by the Agency is \$50.00. Hardship request may be made in writing by the participant for the following circumstances:

1. if a family has lost eligibility for or is awaiting determination for a federal, state or local assistance program
2. if the family would be subject to eviction as a result of the minimum rent requirement
3. if the income of the family has decreased resulting from changed circumstances, including loss of employment
4. if a family has an increase in expenses resulting from changed circumstances for medical costs, childcare, transportation, education, or similar situations
5. if a death occurs in the household

When the Paducah Section 8 Housing office grants a waiver of minimum rent due to hardship the participant must re-verify hardship situation each month if situation is of a temporary nature. Long term hardship situation are to be verified at reexamination.

2. Rent Reasonableness - Housing Choice Voucher Program

Under the voucher program, Paducah Section 8 Housing office will provide guidance to the family in securing a unit that is rent reasonable. We will assist the family, if requested, to negotiate a reasonable rent. We may disapprove a lease under the voucher program if the rent causes the tenant payment to exceed 40% of adjusted income or if the rent is not reasonable. Documentation of such will be presented to the owner of said property for an attempt to negotiate a reasonable rent.

Reasonable Rent rates will be ascertained by comparing rent for other comparable unassisted units. To assure reasonable rental rates, Paducah Section 8 office will consider the location, quality, size, unit type, and age of the unit plus any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease. The PHA will certify and document on a case-by-case basis that the approved rent does not exceed rents charged for comparable unassisted units. The bottom line is that the Paducah Section 8 Housing office will evaluate each unit and ascertain that the rent the assisted family pays is a fair price for the product received. After comparing all applicable data in the Paducah-McCracken County market, the following question will be asked: If you were in the market to lease a unit, would you be willing to spend your own money to lease this unit in this location? If the answer is yes and there is adequate documentation to support the decision, the lease should be approved. If the person performing the rent test cannot support the rent request (including that they believe the unit to be worth the amount requested and their willingness to answer yes to the above question) the lease will not be approved.

3. Security Deposit

The security deposit charged to program participants shall be established by the owner/agent of the rental property not to exceed deposits typically charged in the private market.

4. Payments

All Housing Assistance Payments (HAP) checks on current contracts will be disbursed to the landlord and all utility checks dispersed to the resident by the 5th working day of each month.

5. Payment Standard and FMR

The applicable Payment Standard (PS) for the HCV program shall be established at the HUD published Fair Market Rent (FMR). Payment Standards shall be reviewed each year in order to determine if the established levels are appropriate to meet the needs of participants based on rent burdens and success rates of assisted families.

If there is a decrease in the payment standard amount during the HAP contract term, the Paducah Section 8 office will continue to use the lower payment standard to calculate the family's HAP beginning at the effective date of the family's second regular reexamination following the effective date of the decrease in the payment standard.³

6. Contract Rent Adjustments

Under the Voucher Program, the owner must not increase the rent during the first year of the lease. In order to increase the rental rate, the owner must give the family and the Paducah Section 8 Housing office written notice at least 60-days before the implementation of the rent increase. The notice must state the new amount and the date the new rental amount is due. Such increases must meet the Rent Reasonableness standard.

7. Utility Allowances

The utility allowance schedule for the Section 8 Program will be reviewed yearly and adjusted accordingly to insure participant affordability. The utility allowance calculation will be based on the size of the families' Housing Choice Voucher issued, not the actual size of unit unless the actual unit size is less.

8. Portability - Voucher Program

Under the voucher program, the participants are entitled to portability of their voucher. Portability will be addressed as follows:

- A. Paducah Section 8 Housing office requires minimum notice of 30 days prior of the tenant's intended vacancy to transfer their certification.
- B. All information concerning the receiving agency must be provided by the participant.
- C. All efforts will be made to exchange certification with the receiving agency.
- D. If the participant is leased they must fulfill a minimum 12 month lease period and cannot port if in violation of present lease. Accommodations may be made for participants in Supported Programs or HUD-VASH, in consultation with program partners and the landlord.
- E. If adequate funds are not available, the PHA will deny portability moves if the receiving PHA's payment standard is greater than the local payment standard and the PHA refuses to absorb the transfer.

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³ NOTICE PIH 2018-01 (HA) issued January 17, 2018

Part V. TERMINATION & GRIEVANCES

1. Grounds for Denial or Termination of Assistance to Applicants and Participants

A. Types of denial

1. Denial of admission to applicant.
2. Denial of issuance of another voucher to participant who wants to move to another dwelling unit.
3. Declining to enter into a PHA contract.
4. Declining to approve a lease where requested by participant.

B. Condition of denial

- * Applicant or participant currently owes rent or other amounts to the PHA or another PHA in connection with Section 8 or Public Housing (listed in family obligations).

C. Termination of assistance

1. PHA must terminate assistance if family is evicted for serious or repeated lease violations or violations of participant obligations.
2. PHA must terminate or deny assistance if participant refuses to sign consent forms.

2. Termination of Tenancy

- A. The owner shall not terminate the tenancy of the (evict) family, except for:
 1. Serious or repeated violation of the terms and conditions of the lease.
 2. Violation of Federal, State, or local law which imposes obligations on the family in common with the occupancy and use of the dwelling unit and surrounding premises.
 3. Other good cause shown.
- B. The owner may evict (terminate the tenancy) the family from the contracted unit only by instituting a court action. The owner must notify the Paducah Section 8 office in writing of the commencement of proceedings for termination of tenancy, at the same time that the owner gives notice to the family under State or local law. The notice to the PHA may be given by furnishing the PHA a copy of the notice given to the family.

3. Grievance Procedures

A. Informal review of PHA decision regarding participation in the program.

1. The PHA shall give an applicant for participation in the Paducah's Section 8 Housing Program prompt written notice of a decision denying assistance to the applicant, including a decision to deny placement on the PHA waiting list for the Housing Choice Voucher Program. The notice of denial shall contain a brief statement of the reason for the decision. The notice shall also state that the applicant may request an informal review of the decision, and shall describe how to request the informal review.
2. The PHA shall give the applicant an opportunity for an informal review of the decision, in accordance with the review procedures established by the PHA. The informal review shall be conducted by any person or persons designated by the PHA, other than the person who made the decision or anyone involved in the review of such decision. The applicant shall be given an opportunity to present written or oral objections to the PHA decision. The PHA shall promptly notify that applicant in writing of the final outcome of the informal review, including a brief statement of the reasons for the final decision.
3. The PHA is not required to provide an opportunity for an informal review in accordance with paragraph (a) for the following:

- Discretionary administrative determinations made by the Paducah Section 8 office.
- General policy issues or class grievances.
- Determination of the number of bedrooms entered on the voucher under the occupancy standards established by the PHA.
- Judgment that a unit located by a voucher holder does not comply with the PHA's Housing Quality Standards, or the PHA's decision not to approve the lease for the unit.
- Decision by the Paducah Section 8 office not to approve a request by a voucher holder for an extension of the term of the voucher.

B. Informal hearing on PHA decision affecting participant's family.

1. In the following instances, the Paducah Section 8 office shall give a participant in the Section 8 Housing Choice Voucher Program an opportunity for an informal hearing to consider whether a decision relating to the individual circumstances of the family are in accordance with law, HUD regulations and Paducah Section 8 office rules:
 - a. A determination of the amount of the total payment of tenant rent (not including determination of the PHA's schedule of utility allowance for families in the PHA's Section 8 Program.
 - b. A decision to deny or terminate assistance on behalf of the participant.
 - c. Determination that a participant family is residing in unit with a larger number of bedrooms than appropriate under the PHA standards, and the PHA's determination to deny the family's request for exception from the standard.
 - d. In the case of an assisted family which wants to move to another dwelling unit with continued participation in the PHA program.
2. Paducah Section 8 Housing office is **not** required to provide an opportunity for an informal hearing in accordance with paragraph above for the following:
 - Discretionary administrative determinations by the PHA,
 - Consider general policy issues or class grievances.
 - Judgment that a unit does not comply with the PHA's Housing Quality Standards, that the owner has failed to maintain or operate a contract unit that provides decent, safe and sanitary housing in accordance with the HQS (including all services, maintenance, and utilities required under the lease).
 - Judgment that the contracted unit is not decent, safe and sanitary because of an increase in family size or change in family composition.
 - Decision to exercise any remedy against the owner under an outstanding contract including the termination of housing assistance payments to the owner.
 - Decision not to approve a family's request for an extension of the voucher issued to an assisted family which wants to move to another dwelling unit with continued participation in the PHA's Section 8 Program.
3. The PHA shall give the participant prompt written notice of a decision. The notice shall contain a brief statement of the reasons for that decision. The notice shall state that if the participant does not agree with the decision, the participant may request an informal hearing on the decision, and shall also state the time by which the request for an informal hearing must be made by the participant.
4. When the PHA determines the amount of the total tenant payment of the tenant rent, or determines the number of bedrooms entered on the voucher of an assisted family which wants to move to another dwelling unit, the PHA shall notify the participant that the participant may ask for an explanation of the basis of the PHA determination, and that, if the participant does not agree with the determination, the participant may request an informal hearing on the decision.
5. If the PHA has decided to terminate Housing Assistance Payment on behalf of a participant under an outstanding contract (and if the PHA is required to give the participant an informal

- hearing on the decision), the participant shall be afforded the opportunity for such informal hearing before the termination of Housing Assistance Payments.
6. In all cases when a hearing is required, the PHA shall proceed with a hearing in a reasonable expeditious manner upon the request of a participant.
 7. The PHA shall adopt written procedures for conducting an informal hearing for participants in the PHA's Section 8 Program. The PHA hearing procedures shall comply with the following:
 - a. The hearing may be conducted by any person or persons designated by the PHA, other than the person who made or approved the decision under review or a subordinate of such a person.
 - b. At their own expense, the participant may be represented by a lawyer or other representative.
 - c. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the PHA hearing procedures.
 - d. The PHA and the participant shall be given the opportunity to present evidence, and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
 - e. The person who conducts the hearing shall issue a written decision, stating briefly the reasons for the decision. Factual determination relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the participant.
 8. The Paducah Section 8 Housing office is **not** bound by a hearing decision:
 - a. Concerning a matter for which the PHA is not required to provide an opportunity for an informal hearing, or otherwise in excess of the authority of the person conducting the hearing under the PHA hearing procedures.
 - b. Contrary to HUD regulations and requirements, or otherwise contrary to Federal, State or local law.

If the PHA determines that it is not bound by a hearing decision, PHA shall promptly notify the participant of the determination, and of the reasons for the determination.

4. Complaints and Appeals

Paducah Section 8 Housing office will inform prospective landlords that Fair Housing and Equal Opportunity Laws must be observed. Complaints of discrimination that do occur will be investigated and action will be initiated to correct any inequalities that are found to exist.

5. Absence from Unit

Any family under the Section 8 program may not be absent from the unit for a period greater than 30 days consecutively unless for a medical situation which may not exceed 180 days. The family is obligated to inform the Paducah Section 8 Housing office upon family absence from the unit. Any failure to inform or prolonged unit absence to exceed time limitation will result in termination of rental assistance. The family will be given the right to an informal hearing in all cases of termination because of unit absence. *Note:* The HUD-VASH program provides an exception to this restriction. Single Veterans may retain their housing as long as they are not absent from the unit longer than 180 calendar days for continued assistance, and the Veteran's rent portion continues to be paid to the landlord. (VHA Directive 1162.05(1))

6. Restriction on the Number of Moves by a Participant Family

The PHA will restrict the number of voluntary moves by a participant family to twice during any 12 month period. Involuntary moves resulting from natural disasters, owner option to sell or relocate to unit, Paducah Section 8 Housing office initiated lease terminations, and all other moves where the participant is not at fault are unrestricted.

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Part VI. PROGRAMS

1. Conversion HCV's

Paducah Section 8 Housing office will administer conversion/enhanced vouchers consistent with 24 CFR 982.201(b)(1)(iii) and any or related subsequent HUD regulations.

Enhanced vouchers are **tenant-based assistance**. Households issued enhanced vouchers may elect to use the assistance in the same property (as long as the property continues as rental housing and the tenancy can be approved in accordance with the enhanced voucher policies), and in all cases may choose to move from the property immediately. There is no guarantee to the owner that any enhanced voucher assistance will be used at the property for any period of time. Enhanced vouchers are different from regular Housing Choice Vouchers (HCVs) in two major respects. If the family remains in the same property, a higher enhanced payment standard is used to determine the amount of subsidy when the gross rent exceeds the normally applicable PHA payment standard, and the family must continue to contribute towards rent at least the amount the family was paying for rent on the date of the mortgage maturity, rental assistance contract expiration, or affordability restriction expiration that removes the affordability restrictions at the property.

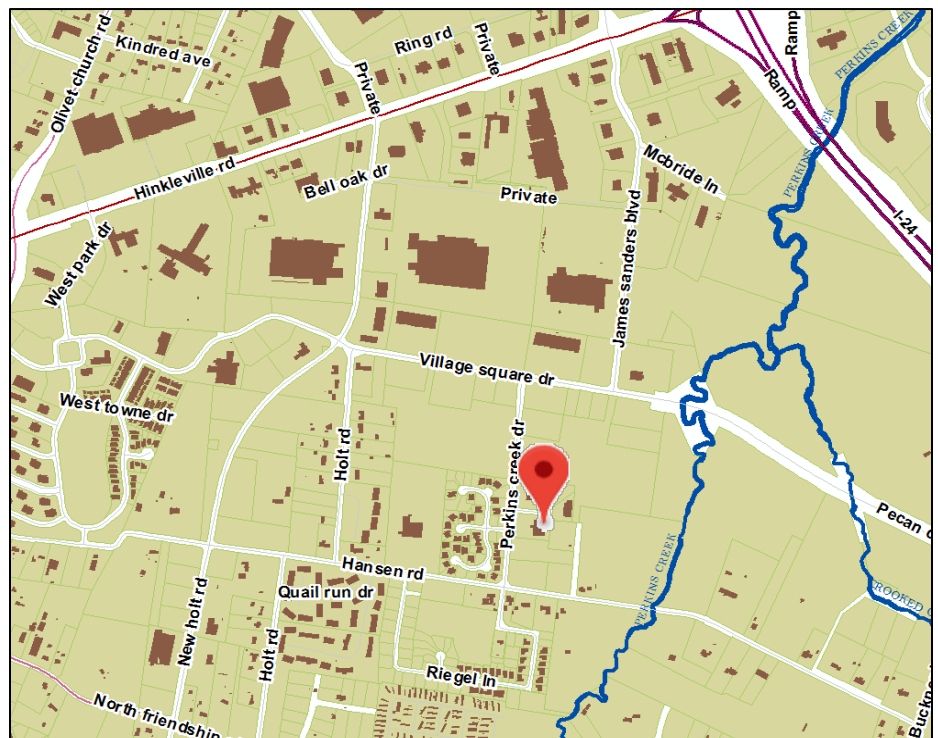
The PHA must determine the eligibility of all at-risk households identified by the owner. For purposes of determining income eligibility, the PHA uses the applicable low income limits (not the very low income limits).

2. HUD-VASH

The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines Housing Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). VA provides these services for participating Veterans at VA medical centers (VAMCs) and community-based outreach clinics. The local clinic is located at 2620 Perkins Creek Drive.

The Paducah Section 8 Housing office has opted to participate in this partnership program with the Veteran's Administration (Marion, Illinois office) to provide housing assistance to area homeless veterans under the HUD- VASH Program.

HUD has legislative and regulatory authority of HUD-VASH vouchers and public housing agencies. Generally, the HUD-VASH program is administered in accordance with regular HCV program requirements (24 CFR, Section 982). However, the 2008 Consolidated Appropriations Act (Public Law 110-161) allows HUD to



waive or specify alternative requirements for any provision of any statute or regulation affecting the HCV program in order to effectively deliver and administer HUD-VASH voucher assistance. The alternative requirements are established in the HUD-VASH Operating Requirements (including the waivers and alternative requirements from HCV program rules), which were published in the Federal Register on May 6, 2008 and updated March 23, 2012. The Operating Requirements can be found here, <https://www.gpo.gov/fdsys/pkg/FR-2012-03-23/pdf/2012-7081.pdf>.

The PHA's local discretionary policies adopted in the PHA's administrative plan, apply to HUD-VASH Vouchers. If there is a conflict between the program regulations and the agency's administrative plan, the program regulations have precedence. The City of Paducah Section 8 Housing adheres to HUD Notice FR-5596-N-01, VHA Directive 1162.05(1) and all subsequent HUD notices regarding administration of the HUD-VASH program.

By agreeing to administer HUD-VASH, PHAs are responsible for:

(1) Accepting Veterans referred by the VA Medical Center only. PHAs do not maintain a separate waiting list for the HUD-VASH program.

(a) VA HUD–VASH case managers will refer HUD–VASH-eligible families to the PHA for the issuance of vouchers. The PHA must accept referrals from their VA partner.

(b) VA HUD–VASH case managers will screen all families in accordance with VA screening criteria. By agreeing to administer the HUD–VASH program, the PHA is relinquishing its authority to determine the eligibility of families in accordance with regular HCV program rules and PHA policies.

(c) The VA-issued photo identification card will also be accepted to verify identification, SSN, and date of birth. The *Certificate of Release or Discharge from Active Duty* (DD—214) or the VA-verified Application for Health Benefits (10-10EZ) is also acceptable as verification of SSN. Additionally, Paducah Section 8 Housing office accepts as a valid form of income verification for VASH participants the Housing Inquiry statement (HINQ) as provided by our partner VA office.

(d) When adding a family member after the HUD–VASH family has been admitted to the program, the rules of § 982.551(h)(2) apply. Other than the birth, adoption, or court-awarded custody of a child, the PHA must approve additional family members and may apply its regular screening criteria in doing so.

(2) Determining/Verifying income eligibility. If the Veteran is over income, he/she is ineligible for HUD-VASH.

(3) Completing a background check to ensure that the Veteran (or household member) is not a lifetime registered sex offender under a State sex offender registry

(a) Specifically, under the HUD–VASH program, PHAs will not have the authority to screen any potentially eligible family members or deny assistance for any grounds permitted under 24 CFR 982.552 (broad denial for violations of HCV program requirements) and 982.553 (specific denial for criminals and alcohol abusers), with one exception: PHAs will still be required to prohibit admission if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program. However, unless the family member that is subject to lifetime registration under a state sex offender registration program is the homeless veteran (which would result in

denial of admission for the family), the remaining family members may be served if the family agrees to remove the sex offender from its family composition.

- (4) Conducting briefing sessions and issuing vouchers for all eligible VASH applicants. The initial search term for a HUD-VASH vouchers is at least 120 days to search for a unit.
- (5) Providing housing-search resources to HUD-VASH Veterans.
- (6) Assisting with landlord recruitment and housing stock availability.
- (7) Inspecting housing units to ensure that HUD-assisted units are in compliance with Housing Quality Standards. To expedite the leasing process, PHAs may choose to “pre-inspect” units. If a family selects a unit that passed an HQS inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval, the unit may be approved.
- (8) Executing HAP Contracts.
- (9) Making timely housing assistance payments.
- (10) Assisting with the mobility/portability process, whereby a Veteran is using a voucher to lease a unit in another jurisdiction where a PHA operates a Housing Choice Voucher (HCV) program.
- (11) Notifying the HUD-VASH Case Management Team of all upcoming appointments to help guarantee attendance.
- (12) Providing housing-search resources to HUD-VASH Veterans.
- (13) Providing assistance to case managers regarding program rules, local PHA policies written in the agency’s Administrative Plan, including but not limited to procedural guidelines and performance standards for conducting HQS inspections, revising payment standards, determining rent reasonableness, interim redeterminations informal reviews/hearing procedures (appeals).
- (14) Communicating housing status of Veteran participants to resolve concerns and maintain accurate participant accounting.
- (15) Helping maintain positive relationship with landlords and resolving PHA/HAP related issues.
- (16) Addressing issues with the Veteran following their PHA procedures.
- (17) Communicating the Denial of Assistance notice. If the PHA denies assistance to an HUD-VASH applicant, the PHA must provide:
 - (a) Notification of Termination or Denial of Assistance. If the PHA is denying or terminating assistance the PHA must provide (1) Family obligations of the program; (2) the grounds on which the PHA may deny or terminate assistance because of a family action or failure to act and (3) the informal hearing procedures. A copy of the notification letter should be sent to the VA HUD-VASH case manager. For applicants, the written notification must provide: a brief statement of the reason for denial; and an opportunity for the Veteran to request an informal review.
 - (b) A brief statement of the reason for denial; and
 - (c) An opportunity for the Veteran to request an informal review in accordance with 24 CFR 982.554(a) and (b). A copy of this denial of assistance notice must be sent to a VA HUD-VASH team member.

NOTE: The PHA cannot deny HUD-VASH assistance to a Veteran for any grounds under 24 CFR 982.522 and 982.553. Additionally, a PHA cannot refuse to reissue vouchers to Veterans that have been previously terminated from HUD-VASH. The only reasons for denial of assistance by PHA are failure to meet the income eligibility requirements or if any member of the Veteran's household is subject to a lifetime registration requirement under a state sex-offender registration program, according to HUD's regulations.

(18) Ensuring a violation of PHA Rules does not occur. Once a Veteran participant has been issued a voucher, they must follow the usual PHA rules or face possible suspension or termination of their voucher assistance. The PHA must follow their usual procedure in terminating assistance, to include an informal hearing. Case managers are expected to work with the Veteran and PHA to ensure that all measures are taken to address options that allow the Veteran to maintain housing. This may include assisting the Veteran with making necessary changes in behavior while advocating for flexibility with the PHA.

(19) Terminating Assistance. HUD has not established any alternative requirements for termination of assistance for HUD-VASH participants. However, prior to terminating HUD-VASH participants, HUD strongly encourages PHAs to exercise their discretion under 24 CFR 983.552 (c)(2) and consider all relevant circumstances of the specific case, including granting reasonable accommodations for persons with disabilities in accordance with 24 CFR Part 8, as well as including the role of the case manager and the impact that ongoing case management services can have on mitigating the conditions that led to the potential termination, prior to determining whether to terminate assistance.

(20) Documenting changes in the family.

(a) Death of the Veteran. When a Veteran, who is under lease with a HUD-VASH voucher dies, then the family members who are also registered on the voucher and lease are able to continue to utilize the HUD-VASH voucher for as long as they remain otherwise eligible. The PHA is encouraged, though not required, to move the Veteran's family to a non-HUD-VASH, or "regular," HCV when one is available. Once the family moves to a regular HCV then the HUD-VASH voucher becomes available for a new Veteran. Case management is not available through this program without the Veteran, but it can be arranged for the family if needed through referral to community or other programs.

(b) Separation/Divorce of the Veteran. Since the set-aside of HUD-VASH vouchers is for Veterans, the voucher must remain with the Veteran in the case of separation or divorce. This in effect overrides the PHA's policies on how to determine who remains in the program when a family breaks up (24 CFR Section 982.59(d) (11)).

(c) Imprisonment of the Veteran. Veterans who are leasing a unit with their HUD-VASH voucher and are imprisoned may be able to continue to sustain their housing. When the Veteran has been terminated from VA case management, the PHA must terminate HUD-VASH assistance. PHAs may use its discretion under 24 CFR 982.552 (c)(2)(ii) to allow other members of the participant family to continue receiving assistance subject to the condition that the offender will not reside in the unit. The family may retain the HUD-VASH voucher, or the PHA may offer the family a non-VASH voucher to free up the HUD-VASH vouchers for another homeless Veteran. Once the VASH voucher turns over, it must be issued to another homeless Veteran.

(21) Single Veterans may retain their housing as long as they are not absent from the unit longer than 180 calendar days for continued assistance, and the Veteran's rent portion continues to be paid to the landlord.

(22) Veteran families where the Veteran is not expected to return to the family unit may request the PHA to provide them with a regular voucher, if available. The family, already a program participant, would not be subject to a waiting list. However, the PHA determines availability of their regular HCV for the family. If the PHA is not able to move the family to a regular HCV, the family would continue to utilize the HUD-VASH voucher.

(23) Veterans who have exited HUD-VASH case management and whose voucher was terminated due to excessive lengths of incarceration may be evaluated upon release for readmission to HUD-VASH.

(24) Veterans who are incarcerated may not receive services from the HUD-VASH team. Consultation with VA's Veteran Justice Program staff and Fugitive Felon point of contact is recommended.

(25) Protection for the Victim. When a Veteran's family member is under lease with a HUD-VASH voucher and is receiving protection as a victim of domestic violence, dating violence, or stalking, and the Veteran is the perpetrator of such violence, the victim must continue to be assisted by PHA.

(a) Dating violence, domestic violence, and stalking are each violations of the family obligations under 24 CFR 982.551(l). Therefore, the perpetrator may be terminated from PHA voucher assistance for committing such acts.

(b) Upon termination of a perpetrator's HUD-VASH voucher due to acts of domestic violence, the victim receiving protection is to be given a regular HCV by PHA, if one is available. If a regular HCV is not available for the victim, the victim continues to utilize the HUD-VASH voucher until another subsidy can be utilized. Case management associated with any remaining household members utilizing this voucher is terminated. The Veteran's victim and family would not be subject to the PHA's voucher waiting list as they are already participants in the voucher program.

(c) In the case of the victim utilizing the HUD-VASH voucher, upon release of the voucher by the victim, the HCV must be returned to HUD-VASH for re-issue by PHA to another eligible Veteran family. NOTE: HUD is currently developing guidance that will provide PHAs with further procedures for the implementation of Violence Against Women Act (VAWA) protections under 24 CFR part 5, subpart L.

(d) The Veteran perpetrator may continue to be served by the HUD-VASH team, have a new voucher issued, and work towards becoming rehoused as appropriate.

(e) Where appropriate referrals need to be made to the medical facility's local Intimate Partner Violence/Domestic Violence coordinator or point of contact.

Initial term of the Housing Choice Voucher for HUD-VASH participants shall be 120 days, rather than the standard 60 days. Initial lease term may also be less than the standard one-year requirement.

A HUD-VASH participant family's HCV assistance must be terminated for failure to participate, without good cause, in case management services as verified by the VAMC or CBOC. In such cases, the PHA will offer the family continued HCV assistance through one of its regular vouchers, if one is available.

3. Supported Programs (SP)

The Paducah Section 8 Housing office seeks to support and promote area programs designed to provide coordinated services to residents who are recent victims of domestic violence and/or those who are in pursuit an education by enrolling in a post-secondary educational facility as a full-time student. Any HCV participant in the supported program shall retain their HCV eligibility beyond ending participation in the supported program unless termination of assistance is based upon violation of Family Obligations of the HCV program. Participants that voluntarily withdraw or are terminated with cause under SPs shall not be eligible for application to HCV until two years from last HCV assistance.

Supported Programs currently promoted by the City of Paducah Section 8 Housing:

- Scholar House of Paducah
- Merryman House Initiative (domestic violence program)

4. Family Self-Sufficiency Program

The Paducah Section 8 Housing office has received approval to develop and implement a Family Self-Sufficiency (FSS) Program under the terms of the Annual Contributions Contract for KY 36-VI37-008. The objective of this action plan is to initially outline the policies and procedures for implementation of this FSS Program.

The overall goal of the Paducah Section 8 Housing office is to enable a **maximum of 30 families** to become economically and socially independent through the coordination and delivery of existing community services.

Mandatory program size will reduce by the number of program graduates although the agency will continue to operate a voluntary program totaling 30 participants.

Based on past experience with the Project Self-Sufficiency Program, it is known that there are both societal and individual barriers to break down before a family can leave long term poverty.

It is also understood that an effective FSS Program requires a mixture of creativity and flexibility, in addition to accountability, for both the family and service providers.

A. Program Objectives

The Program's objectives are listed as follows:

- Improve coordination of both planning and delivery of services to participants of FSS based on the commitment to make families self-sufficient.
- Implement a case management system to identify needs, planning, and delivery of services to a FSS family based on the family's commitment to become self-sufficient.
- Document the implementation of services to be used for future planning of a broader-based FSS Program.
- Establish interagency partnerships to achieve high quality comprehensive service delivery to all members of a family with long-term results. Assess the accountability of the family, the case management, and the agencies and entities providing service and resources.

B. Family Objectives

The family's objectives will be to achieve the following:

- Elevate itself from a status of dependency to that of self-reliance and growth towards the goal of self-sufficiency.
- Achieve a greater level of self-discipline, self-esteem and self-motivation by accepting responsibility for decisions and actions.
- Demonstrate commitment and accountability to a Personal Action Plan, which both goals and barriers are assessed.

C. Family Demographics

The City of Paducah Section 8 Program will serve a diverse population in implementing the FSS Program. The Agency does not and will not under the FSS Program Action Plan, discriminate in its practice or treatment toward any program participant.

D. Selection Process

The selection of FSS participants will be limited to current Section 8 Housing participants with a selection preference given to JOBS (Job Opportunities and Basic Skills) participants not to exceed 50% of the total FSS slots. Outreach to JOBS participants will be performed through notification and coordination of the local JOBS coordinator and staff.

The Paducah Section 8 Housing office will provide FSS information available by means of notification to all current Section 8 program participants, briefing packets enclosure, media coverage, community, and/or special interest group presentations.

The non-targeted selections will be made by time and date of the family's expressed interest in participation in FSS.

The selection procedure for FSS participants will be performed without regard to race, color, religion, sex, disability, familial status or national origin.

E. Activities and Support Services

The FSS program will offer the following support services in addition to identified service needs of specific family circumstance:

- Child Care
- Transportation
- Education
- Employment
- Personal Welfare
- Household Skills and Management
- Counseling (credit, personal, etc.)
- Other service and resources such as case management

The identification of support needs will be established through case management, self-evaluation, and need assessment. The process of identifying service providers will be done in coordination with the Program Coordinating Committee (PCC) in order to define and access a broad range of support services.

F. Incentives

The FSS Program will offer participating families the opportunity to effectively become economically and socially independent of the welfare system through the coordination and provision of services designed to meet the goal of each individual participant.

The Program will also provide for the establishment of an escrow account for any difference of the increase in rent due to earned income in accordance with HUD regulations.

G. Assurance of Non-Interference

The City of Paducah Section 8 Housing Program hereby assures each family that any admission or right to occupy in accordance to lease provisions will not be effected by a family's participation or nonparticipation in the FSS program.

H. Termination

The family's Contract of Participation may be terminated for any of the following reasons:

- When the housing agency determines that the head or participating family member(s) has failed to fulfill the terms of the contract and/or any extension therefore.
- Withdrawal of the family from the FSS program.
- Mutual consent of both parties.
- By such act as it is deemed inconsistent with the purpose of the FSS program.
- By operation of law.
- When the family is no longer receiving any federal, state, local or other assistance.

I. Withholding of Services / Denial

If a Family previously participated in the FSS program and did not meet its obligations and was terminated, the family will be denied participation.

Families that owe the Section 8 program, or another housing agency, money in connection to housing assistance will be denied participation.

Families that are found in noncompliance of the lease that result in lease termination will be denied participation in the FSS program.

Noncompliance with the FSS contract will result in termination of contract.

If a Family fails to meet its obligations or complete goals stated in the contract, services will be denied.

J. Grievance Procedures

Any decision of the agency to terminate, deny or withhold assistance can be addressed by the participant by utilizing the grievance procedure including in the Administration Plan. Each participant will be informed of their rights and procedures for grievances upon selection to the FSS program.

K. Timetable for Implementation

The Agency's goal of full implementation of slots will be a period of 90 days from the effective date of the Action Plan.

L. Certification of Coordination

The Paducah Section 8 Housing office hereby certifies that the development of services and activities have and will be coordinated with the JOBS program and other services related programs in order to assure that implementation will continue to be coordinated to avoid duplication of services and activities. This will be achieved through the coordinating committee input and services coordinator's program management.

M. Escrow Withdrawal (early)

FSS participants in good standing shall be eligible to make a one-time withdrawal of escrow funds equal to up to 50% of remaining escrow funds during the contract for the following purposes: to reduce debts in preparation of homeownership certification, to purchase needed transportation if required for employment, to cover moving expenses if needed for employment opportunity or other good cause related to becoming self-sufficient. The Program Administrator will review and approve each written request as submitted by the FSS participant.

N. Eligibility of graduated FSS participants

Any participant that has graduated and withdrew funds or voluntarily withdrew from the FSS program shall not be eligible to re-apply for FSS until all withdrawn funds are repaid or (2) years from last date of assistance.

5. HCV Homeownership Program

The City of Paducah Section 8 Housing Choice Voucher Program (also referred to as PHA) hereby establishes a Section 8 **tenant based homeownership option** in Paducah/McCracken County, KY pursuant to the U.S. Department of Housing Urban Development (HUD) final rule dated October 12, 2000 and Section 566 of the Quality Housing and Work Responsibility Act of 1998 under Section 8(y), Homeownership Option.

The Paducah Section 8 Housing office hereby establishes a minimum commitment of 50 housing choice vouchers to be utilized as homeownership option vouchers subject to review and adjustment by the City of Paducah Board of Commissioners based upon financial and related considerations.

A. Participant Qualification

Any Section 8 eligible program participant, Housing Authority of Paducah participant, Habitat for Humanity participant or City of Paducah Planning Department Homebuyer Program applicants, who has been issued a Section 8 housing choice voucher, referred by the Housing Authority, Habitat or the Planning Department may utilize the subsidy for purchase rather than rental of a home, subject to the following:

A family must meet the requirements for admission to or continued participation in the Section 8 Housing Choice Voucher (HCV) Program.

The homeownership option will be included in all briefing and re- certification classes as well as media and community announcements. Current Section 8 participants or public housing participants must be in compliance with their lease and program requirements and must terminate their current lease arrangement in compliance with the lease agreement.

A family in which the head or co-head of household has previously received assistance and has defaulted on a mortgage obtained through the Homeownership Option is disqualified from participation.

Participant families must be any of the following: "first-time homeowners", in which no family member owned any present homeownership interest in a residence of any family member within the last three years; residents of limited equity cooperatives; or, a family of which a member is a person with disabilities, and use of the Homeownership Option is needed as a reasonable accommodation. (Title to a mobile home or manufactured home is not considered as homeownership for purposes of this option.)

Participants in the Section 8 Homeownership Option must attend and satisfactorily complete a pre-purchase homeownership counseling program and be deemed to be "mortgage ready" before a homeownership voucher will be issued. Participants are also required to attend and complete post- purchase and ongoing homeownership counseling. At minimum, the counseling will cover the following:

- Home maintenance
- Budgeting and money management
- Credit counseling
- Negotiating the purchase price of a home
- Financing
- Locating the home
- De-concentration issues
- HQS (housing quality inspection) and independent inspection requirements

The head of household and/or co head must be currently employed on a full-time basis (as defined by HUD to average 30 hours per week) and have been continuously employed during the year before commencement of homeownership assistance. Families in which the head of

household or co-head is disabled or elderly are exempt from this requirement. Families that include a person with disabilities may request an exemption as a reasonable accommodation.

The family's income must be equal to or exceed the HUD minimum income requirement, currently set at 2000 hours times the Federal minimum wage or \$14,500 annually. Welfare assistance will not be considered in meeting the income requirement, except for households in which the head or co-head is elderly or disabled and for households that include a disabled person other than head or co-head.

Applicants may be enrolled in the Family Self-Sufficiency (FSS) Program but are not required to do so for qualifying in the program. Funds accumulated in the FSS escrow account may be advanced for purchase of the home, home maintenance, credit clean up or other house purchase related expenses subject to the guidelines of the FSS Program.

B. Time Frame to Purchase a Home

An applicant will have a maximum of 90 days from the date of issuance of a homeownership voucher to enter into a Purchase Agreement to purchase a home. If an applicant is unable to enter into a Purchase Agreement before the end of the initial 90-day period, the applicant will be provided an extension of 90 days to enter into a Contract for Sale or utilize the voucher for house rental.

Any additional extension will be at the discretion of the Program Administrator.

C. Portability

Families determined eligible for homeownership assistance may exercise the Homeownership Option outside the PHA's jurisdiction if the receiving PHA is administering a HCV homeownership program and is accepting new families into its program.

D. Permitted Ownership Arrangements

The Homeownership Option may be utilized for three types of housing:

1. A single-family unit owned by the family, where one or more family members hold title to the home, or a home previously occupied under a lease purchase agreement. Such unit may be a single family home, half of a duplex, or single unit within a condominium or multiplex.
2. A cooperative unit, where one or more family members hold membership shares in the cooperative.
3. A manufactured home on a permanent foundation when the family owns the land in which the home sits or if the family does not own the land where the home sits, but has the right to occupy the land for at least thirty years.

E. Contract of Sale and Home Inspections

Participants in the Homeownership Option Program must initially complete a Purchase Agreement with the owner of the property to be purchased.

The Purchase Agreement must include the seller's certification that the seller(s) has not been debarred, suspended, or subject to a limited denial of participation under any federal contract in accordance with 24 CFR part 24.

The Purchase Agreement must include the home's price and other terms of sale, the PHA's pre purchase HQS inspection requirements (including a provision that the participant will arrange for a pre purchase inspection of the unit as set forth below), a provision that the participant is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser, and an agreement that the purchaser is not obligated to pay for any necessary repairs.

The participant must obtain an independent professional home inspection of the unit's major systems at the participant's expense. A member of the American Society of Home Inspectors (ASHI) or a regular member of the National Association of Home Inspectors (NAHI) must conduct the independent inspection. In all cases the inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical and heating systems. The inspector must provide a copy of the inspection report both to the family and to the PHA.

The City of Paducah Section 8 Housing office will conduct a Housing Quality Standards (HQS) inspection and will review the independent professional inspection of the unit's major systems. The City of Paducah Section 8 Housing office retains the right to disqualify the unit for inclusion in the Homeownership Option based on either the HQS inspection or the independent professional inspection report.

F. Financing

Mortgage instruments must meet at least one of the following criteria:

The household is solely responsible for obtaining financing. All loans must meet FHA, or acceptable terms by Fannie Mae, Freddie Mac, reputable secondary markets, or acceptable mortgage insurance credit underwriting requirements. The PHA will review lender qualifications, loan terms, and other family debt and expenses to determine that the debt is affordable and reserves the right to disapprove the loan if it is unaffordable or the terms are considered predatory.

The PHA requires a minimum homeowner down payment of at least 3 percent of the purchase price for participation in its Section 8 Homeownership Option Program, and requires that at least two percent (2%) of the purchase price come from the family's personal resources. The PHA will consider waiving or reducing the minimum down payment requirement in cases where the family is using down payment assistance grants or other assistance programs to purchase the unit. Waivers will be granted on a case-by-case basis at the discretion of the Program Administrator.

The PHA prohibits

- Seller financing
- Co-signers not residing in the household.

In the event of an appeal, the Program Administrator will appoint a review panel.

G. Length and Continuation of Assistance

Section 8 assistance will only be provided for the period that the family is in occupancy of the home. The maximum term a family may receive homeownership assistance is fifteen years if the initial mortgage incurred to finance purchase of the home is 20 years or longer. In all other cases, the maximum term of assistance is ten years or the length of actual mortgage if less than 10 years.

Elderly families that qualify as such at the start of homeownership assistance and disabled families that qualify as such at any time during receipt of homeownership assistance are exempt from this time limit. If an elderly or disabled family ceases to qualify as such during the course of homeownership assistance, the maximum term applies from the date the assistance commenced, except that the family will be provided at least 6 months of assistance after the maximum term becomes applicable.

H. Family Obligations

In addition to completing the pre- and post-purchase homeownership counseling program, the family must execute a statement of family obligations prior to the issuance of the

homeownership voucher, agreeing to comply with all family obligations under the Homeownership Option, including:

1) The family must comply with the terms of any mortgage securing debt incurred to purchase the home or any refinancing of such debt.

At any time the family is receiving homeownership assistance, the family may not sell or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home.

A home equity loan may not be acquired without the prior written consent of the PHA.

The family must provide required information regarding income and family composition in order to calculate correctly total tenant payment and homeownership assistance, consistent with Section 8 requirements and any other information requested by the PHA concerning financing, the transfer of any interest in the home, or the family's homeownership expenses.

While receiving homeownership assistance, the family must notify the PHA if the family defaults on a mortgage securing any debt incurred to purchase the home.

While receiving homeownership assistance, the family must notify the PHA before the family moves out of the home.

1) The family must, at annual reexamination, document that the family is current on mortgage, insurance and utility payments.

The family is prohibited from moving more than one time in a one (1) year period. The family may be required to participate in pre- and post-purchase homeownership counseling prior to re-housing.

While receiving homeownership assistance, no family member may have any ownership interest in any other residential property.

I. Assistance Payment

Paducah Section 8 Housing office may provide upon approval by HUD, one of two types of homeownership assistance paid directly to the lender or designee on behalf of the family.

1) Monthly homeownership assistance payment

The family's Section 8 monthly housing assistance payment will be the lower of the Section 8 voucher payment standard minus the Total Tenant Payment or the family's monthly homeowner expenses minus the Total Tenant Payment.

Homeownership expenses include principal and interest on mortgage debt, refinancing charges of mortgage debt, mortgage insurance premiums, real estate taxes and public assessments, home insurance, allowance for maintenance expenses, allowance for major repairs and replacements based on allowance recommended by the PHA's designees, a utility allowance, and principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home (including expense of reasonable accommodation).

If a family's income increases to a level that they are no longer eligible to receive a housing assistance payment, eligibility for such payments will continue for 180 calendar days. At the end of a continuous period of 180 days without any assistance payments, eligibility for Section 8 assistance will automatically terminate.

J. Lease-to-Purchase

Lease-to-Purchase agreements are considered rental property and subject to the Section 8 tenant-based assistance rules. All regulations of the Homeownership Program will become effective at the time that the family exercises the option to utilize the homeownership voucher.

K. Default

If the family defaults on the home mortgage loan, the participant will not be able to utilize the Homeownership Voucher for rental assistance but may reapply to the Section 8 waiting list.

L. Recapture

The PHA will not recapture the Homeownership Voucher payments unless there was an act of fraud or misrepresentation of a material fact in order to obtain a benefit. The HCV Homeownership recapture provision does not apply to any other program funds that may be used in the transaction.

M. Denial or Termination of Assistance

The PHA reserves the right to deny or terminate assistance to the family, and will deny homeownership assistance to the family, in accordance with HUD regulations governing any failure to comply with family obligation, mortgage default or failure to demonstrate that the family has conveyed title to the home as required, or the family has moved from the home within the period established or approved.

N. Informal Hearings

An informal hearing will be offered for participants who are being terminated from the Program because of the family's action or failure to act as provided in 24 CFR 982.552. The rules and procedures are set forth in the Section 8 Administrative Plan, entitled "Grievance Procedures".

O. Occupancy Standards

The PHA will determine the occupancy standard applicable to each homeownership family to be utilized in the issuance of the payment standard size for lease-to-own calculations and mortgage calculations by consideration of the following:

- size or anticipated size of family
- provision of a valued and salable asset
- analysis of local marketable units
- availability of necessary funding

It is the objective of the PHA to provide the homeowner with the opportunity to purchase local marketable units. In some cases, the homeowner would only qualify (under the regular Voucher Program occupancy standards) for a payment standard that would limit the size of the unit purchased. Under the HCV homeownership program, an analysis will be done on the local market to insure that the homeowner is provided adequate assistance to purchase a valued and salable property which in some cases will equate to adjusting the payment standard size above the occupancy standard of the regular voucher program.

P. Non-Routine Maintenance/Replacement Reserve

The Paducah Section 8 Housing office will encourage a non-routine maintenance and replacement reserve account for each homebuyer receiving home ownership assistance under the Section 8 Homeownership Program. The account shall be maintained by either the Kentucky Housing Corporation or mortgage company/designee for the benefit of the individual homeowner.

The reserve accounts will insure that the homebuyer have sufficient funds on hand for major repairs and systems replacement.

Each home buyer receiving homeownership assistance with a reserve account option will be required to deposit (minimum) \$50.00 monthly to an escrow account to be used to pay for reasonable and non-routine maintenance or repair expenses, or systems replacement; and in the case of a disabled household, the cost of modification of a unit necessary as a reasonable accommodation. Families may access the account with a written request to PSS, which will include the nature of the repair or replacement, bids or estimates, or actual receipts for work that has already been completed. The PHA will make the final determination on approval of account withdrawals and shall submit request to servicing agent for release of funds.

Participation in the monthly non-routine maintenance/replacement reserve escrow program is required (unless otherwise not offered by a mortgage company or designee) by all participants receiving Section 8 Homeownership assistance from the City of Paducah Section 8 Housing Program after May 1, 2008. Participation by pre-existing homeowners receiving Section 8 Homeownership assistance will be by voluntary written agreement by existing homeowner and will be subject to all provisions under mandatory requirement. The length of individual participation is based on the length of assistance provided by the PHA. After completion of a ten (10) year term of home ownership assistance and obligation, the family may make a written request for the remaining escrow account balance or request it be applied toward the principle balance of their mortgage.

Withdrawal of the funds will be contingent on:

- ✓ Good standing with homeownership program and mortgage obligations.
- ✓ The expense being approved by the PHA. Such expenses are for the replacement of the heating system, air conditioning, water heater, refrigerator, appliances (funds cannot be used to purchase the initial appliance), and home repairs (not including decorations). It may not be used for additions to the unit or for decorative landscaping.

Q. Disbursements

In order to access maintenance/replacement reserve funds, a written request must be submitted to the PHA stating the estimate of cost and purpose the funds will be used.

6. Homeownership Option 10 Year Asset Exclusion

Federal Regulations 24 CFR 5.603 (b) Net Family Assets exempts the home purchased with voucher assistance from being counted as an asset for the first 10 years after closing. The PHA will utilize the following method in calculating home value assets after the initial 10 year exemption exclusion:

Market Value minus Loan Value equals Asset Value

Market Value will be obtained by utilizing the assessed value of property as provided by the McCracken County Property Evaluation Office and reduced (adjusted) by 10% (estimated cost of expense to convert to cash)

Loan Value will be determined by the amount obtained from mortgage company to pay-off loan in full effective on re-certification date or other designated date, if pay-off amount is unobtainable, mortgage balance on re-certification date or other designated date will be utilized as loan value.

7. Project-Based Voucher Program

The City of Paducah Section 8 Housing Program (PHA) hereby creates a project based housing program (PBV) to achieve the following goals; to expand the affordable housing stock, to increase the affordability of housing currently not affordable to households below 30% of the area median income and to support supported housing programs. The maximum number of PBV units shall not exceed twenty percent of the total number of ACC authorized HCV units of rental assistance at any time (110 units maximum). The PHA shall enter into contracts for PBV assistance based on rules stated below and HUD regulations published in Federal Register 24 CFR Part 983 including all subsequent corrections and amendments.

A. Project Selection Criteria

The PHA will consider the following project selection criteria in evaluating proposals to project base housing choice vouchers:

1. Housing that serves homeless households;
2. Housing that serves households with special needs such as people with mental and/or developmental disabilities, people with physical and/or sensory disabilities and other special needs as described by the entity;
3. Housing that reduces concentrations of poverty;
4. Housing that provides opportunities to increase the diversity of neighborhoods;
5. Housing that combines an appropriate level of support services to residents;
6. Housing that provides opportunities for economic self-sufficiency; and
7. Housing that maximizes the use of other funding sources and leverages the use of PHA funds.

B. Project Selection

The Paducah Section 8 Housing office will make housing choice voucher funding available to non-profit and for-profit entities through a competitive process. A Request for Proposal (RFP) will be published as required, inviting proposals of projects that seek the commitment of project-based vouchers that meet the goals of the PHA selection criteria. Specific project selection will be performed by a PHA designated evaluation panel utilizing a weighted selection scored according to the applicable factors listed in the selection criteria.

All projects awarded project based Section 8 subsidy must be developed and operated in a manner consistent with HUD regulations. Project based commitments are subject to the availability of adequate federal funding of the PHA Section 8 Housing Choice Voucher Program.

C. Operation of Project-Based Properties

The PBV program shall operate the same as the regular tenant based vouchers with the following exceptions:

D. Project-Based Waiting List

The Paducah Section 8 Housing office shall use a separate waiting list for admission to the PBV program. All PBV applications will be maintained according to the same selection criteria as the regular program. If an applicant refuses an offer of assistance for PBV, the applicant will be transferred to the regular waiting list as of their original application date.

E. Moves with Continued Assistance

Participants that are assisted under the PBV program may move from the assisted project and retain housing choice voucher assistance if the assisted family has occupied the unit under PBV for at least 12 months and has given proper notice to vacate.

F. PBV Program Contract Terms

The contract term shall be negotiated for each project based on the project's needs, not to exceed 10 years.

Except for units designated for families that are elderly, disabled or receiving supported services, no more than 25% of the project may have PBV assistance.

PBV unit gross rents may not exceed the applicable Fair Market Rent.

No vacancy loss payments shall be made by the Paducah Section 8 Housing office in the event that the participant vacates the unit.

All units must be inspected by the Paducah Section 8 Housing office for Housing Quality Standard (HQS) compliance and each unit shall be re-inspected annually.

All contracts are subject to availability of adequate funds.

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Part VII. ADMINISTRATION & EVALUATION

1. Responsibilities of the Paducah Section 8 Housing office

- ❖ Publication and dissemination of information concerning the availability and nature of housing assistance for eligible families.
- ❖ Public invitation of owners to make dwelling units available for leasing by eligible families and development of working relationships and contracts with landlords and appropriate associations and groups.
- ❖ Receipt and review of applications for vouchers, verification of family income, and other factors relating to eligibility and amount of assistance and maintenance of a waiting list.
- ❖ Issuance of vouchers.
- ❖ Notification of families determined to be ineligible.
- ❖ Provision of each voucher holder of basic information on applicable Housing Quality Standards and inspection procedures, search for and selection of housing, owner and tenant responsibilities, and basic rules.
- ❖ Determination of the amount of the total tenant payment and tenant rent.
- ❖ Determination of the amounts of housing assistance payments.
- ❖ Explanation of program procedures to owners, including those who have been approached by voucher holders.
- ❖ Review of and action on requests for lease approval, including monitoring to assure that the limitations on use of Section 8 Housing Assistance in subsidize projects are observed.
- ❖ Making of housing assistance payments.
- ❖ Provision of housing information to assisted families and referral of such families to appropriate social service agencies upon request.
- ❖ Re-examination of family income, composition, and extent of exceptional medical or other unusual expenses, and redetermination, appropriate, of the amount of gross family contributions and amount of housing assistance payment in accordance with HUD established schedules and criteria.
- ❖ Adjustment of the amount of tenant rent, utility reimbursement and housing assistance payment as a result of an adjustment by the PHA of any applicable utility allowance.
- ❖ Inspection prior to leasing and inspection; inspections at least annually determine that the units are maintained in decent, safe, and sanitary condition, and notification to owners and families of PHA determinations.
- ❖ Administration and enforcement of contracts with owners and taking appropriate actions in case of noncompliance or default.
- ❖ Compliance by the Paducah Section 8 Housing office with equal opportunity requirements, including efforts to provide composition, increase or decreases in medical (elderly) or child care expenses, increases or decreases in family income during each contract year as they occur.

2. Program Management

Location – Effective January 1, 2019, the Paducah Section 8 Housing office will be relocated to offices at 2330 Ohio Street, which is the same complex as the Housing Authority of Paducah.

The Housing Authority of Paducah shall provide management, training, oversight, and quality control that results in the fulfillment of all obligations and requirements of the HCV program in accordance with 24 CFR Part 982, as amended. Housing Authority of Paducah shall ensure that all required documentation and reporting to the HUD are completed accurately and in a

timely manner, including the Annual Administrative Plan and the 5-Year Administrative Plan as required by HUD.

Housing Authority of Paducah's website will provide a webpage about the HCV program. However, the website information about HCV program will be maintained for 2 years on the city's website: <http://www.paducahky.gov/section-8-housing-assistance>

A new phone number will be established. However, to ensure a seamless transition for customers and clients, current phone service (270-444-8542) will be forwarded to the new phone number for 2 years.

Staffing

Program Administrator - The Executive Director of the Housing Authority of Paducah will be the Program Administrator responsible for the general oversight of the HCV Section 8 programs.

Housing Coordinator – Supervises Housing Specialist(s) and Inspector(s) and is responsible for:

- Special programs (HUD-VASH and Scholar House including briefing of participants);
- Portability requests and processing;
- Ensuring the briefing of participants is thorough and complete;
- SEMAP requirements;
- Administrative Plan amendments, approvals and compliance (annual & 5-year);
- Homeownership and FSS programs including promotion, bank relationship, applications;
- FMR and Utility Rate updates;
- HUD reporting;
- Fraud Investigations;
- Hearings as requested;
- Various reports and duties as directed by the Program Administrator.

Housing Specialist III- Responsible for:

- Processing applications;
- Certifications & recertifications of income & family composition, including use of EIV system;
- Issuing vouchers;
- Processing, calculating of assistance payment (rent & utilities), and printing check payments;
- Processing move ins and outs, and transfers;
- Preparing voucher utilization report for Coordinator;
- Preparing and issuing various determination letters (No response, Income, Inspection failure, Final Inspection failure, Reimbursement, Withdrawal, etc.);
- Maintaining tenant and landlord database;
- Prepare for audits and purging of files;
- Maintaining current forms and office supplies;
- Various reports and duties as directed by the Coordinator.

Inspector - HQS inspections are to be performed by a Housing Specialist, if trained in the HUD HQS standards; or under contract with an appropriately trained private inspector; or the Program Administrator. Inspector is responsible for:

- o Verifying address location;

- o Inspecting units and approving only those units that meet HUD HQS standards and local property maintenance codes;
- o Explaining any deficiencies of a unit to the landlord and tenant;
- o Completing inspection reports;
- o Various reports and duties as directed by the Coordinator.

Board of Directors – Composition of the Board includes the Mayor of the City of Paducah as the Chair of the Board, three tenant members, and three at large members.

3. Outreach

It shall be the policy of the Paducah Section 8 Housing office to aggressively promote the Section 8 Housing Choice Voucher, Family Self-Sufficiency (FSS) and Homeownership Option through public service announcements, brochures, local radio and advertising in the local daily and weekly newspapers. In addition, all public service agencies in the Paducah area will receive information circulars describing these programs and who may receive benefits. Informational materials will be circulated among local Realtors, private rental property owners, and rental property managers for the purpose of soliciting participation. If additional listings are needed, staff members may go into the community meet one-on-one with citizens or groups for the purpose of outreach.

The Paducah Section 8 office will actively promote the availability of housing assistance to eligible applicants by contact with local media, brochures, and community organizations. In order to target the "least likely to apply" applicants, the Paducah Section 8 office will provide flyers and brochures to be distributed through places of employment, union offices, neighborhood groups, churches, and commercial establishments if there is a need for outreach demonstrated by our application pool.

4. Briefing Families, Issuing Housing Choice Vouchers

- A. This PHA will provide brochures to each family, however, we believe it will be necessary to give individual instructions (small groups when possible), in order that the program may be properly explained. The staff will be available to discuss housing search problems during the introductory search period.
- B. Briefing documents to be included in each participant packet are as follows:

HOUSING CHOICE VOUCHER PACKET

- Housing Voucher Utility Allowance
- Request for Lease Approval
- Required and Prohibited Lease Provisions
- Lead Based Paint Information
- Fair Housing Information and Complaint Form
- Housing Assistance Payment Information
- Informal Hearing Information
- HQS Information
- Federal Privacy Act Statement
- Statement of Family Responsibilities
- Security Deposit Information
- A Guide to Housing Vouchers
- Housing Voucher
- EIV Applicant/Participant Information

5. Administrative Fee Reserve Expenditures

All expenditures from the administrative reserve of the Section 8 programs shall be housing related and shall be approved by the City of Paducah Board of Commissioners.

6. Monitoring Program Performance

The Program Administrator will monitor and perform quality control audits on waiting list selection, rent reasonableness, adjusted income determination, HQS enforcement, and HQS quality control as required.

7. Purged Files

All participant files purged by this Agency will retain the original application made by the family and will include the previous one year re-examination documentations and leasing contracts.

8. Fair Housing Policy and Equal Opportunity Housing Plan

Fair Housing Policy: The Fair Housing Policy of the Paducah Section 8 Housing office is to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act. Specifically, the PHA shall not on the basis of race, color, religion, sex, handicap, familial status, and national origin, deny any family or individual the opportunity to apply for or receive assistance under HUD's Section 8 Programs, within the requirements and regulations of HUD and other regulatory authorities. To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide access to information to Section 8 participants regarding "discrimination". Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicants/participants file.

For families and/or individuals who report apparent discrimination in obtaining assisted housing, the Paducah Section 8 Housing office shall assist them by providing the family/individual with a HUD Housing Discrimination Complaint Form, HUD - 903. The individual can complete this form and report apparent discrimination to the Louisville HUB Office of Fair Housing and Equal Opportunity. For example, a resident may be trying to obtain other rental housing and/or is attempting to purchase a home and experiences apparent discrimination.

Equal Opportunity Housing Plan: The PHA is a participant in the tenant-based program and is required to comply with equal opportunity requirements imposed by contract or federal law (Ref: 24 CFR 982.S4). This includes applicable requirements under:

- The Fair Housing Act, 42 U. S. C. 3610-3619 (implementing regulations at 24 CFR parts 100, et seq.);
- Title VI of the Civil Rights Act of 1964, 42 U.S. C. 2000d (implementing regulations at 24 CFR part I);
- The Age Discrimination Act of 1975, 42 U. S. C. 6101-6107 (implementing regulations at 24 CFR, part 146);
- Executive Order 11063, Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR1253 (1980), as amended, Executive Order 12892, 59FR 2939 (1994) (implementing regulations at 24 CFR, part 107);
- Section 504 of the Rehabilitation Act of 1973, 29 U.S. C. 794 (implementing regulations at 24 CFR, part 8; and
- Title II of the Americans with Disabilities Act, 42 U.S. C.12101, et seq.

Equal Opportunity Posting Requirements:

There shall be maintained in the PHA's office waiting room a bulletin board, which will accommodate the following posted materials:

- Statement of Policies and Procedures Governing the Section 8 Administrative Plan.
- Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
- Income Limits for Admission.
- Utility Allowances.

- Informal Review and Hearing Procedure.
- Fair Housing Poster.
- "Equal Opportunity in Employment" Poster.

9. Limited English Proficient (LEP) Policy

It is a policy of the City of Paducah Section 8 Housing Program (PHA) to take reasonable steps to ensure meaningful access to PHA programs and activities by limited English proficient (LEP) persons, taking into account the proportion of LEP persons in the eligible service population, the frequency with which LEP individuals come in contact with the program, the nature and importance of the service provided by the program, and the available resources.

In all housing programs it provides, PHA complies with applicable federal and state law, including, without limitation:

Title VI of Civil Rights Act of 1964 and the implementing regulations at 24 CFR part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development-Effectuation of Title VI of the Civil Rights Act of 1964"; Executive Order 13166.

In addition, PHA complies with the related rules, regulations and procedures prescribed under the above-mentioned federal and state law.

Definition of LEP Person

Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be LEP.

Identifying LEP Individuals who Need Language Assistance

PHA shall take reasonable steps to identify LEP persons served or encountered using the following methods:

- Using the Census Bureau "I speak" cards to invite LEP persons to identify their language needs to staff;
- Posting notices in PHA office listing commonly encountered languages and notifying LEP persons of available language assistance;
- Requesting applicants and participants to list their primary language and need for interpreter on applications and eligibility statements;
- Tracking the LEP information electronically;

Language Assistance Measures

Types of Language Services Available

PHA shall take reasonable steps to provide oral and written language services as described in this section. In determining what language services should be provided, PHA shall consider the following factors:

A. The number or Proportion of LEP Persons Served or Encountered in the Eligible Service Population

PHA shall examine its prior experiences with LEP encounters to determine the breadth and scope of language services needed. PHA shall also consult other data to refine or validate its prior experience, including the latest census data for the area served.

B. The Frequency With Which LEP Individuals Come Into Contact With the Program

PHA shall take reasonable steps to assess, as accurately as possible, the frequency of contact with LEP persons from different language groups. The more frequent the contact with a particular

language group, the more likely that enhanced language services in that language are needed. Less frequent contact with different language groups may suggest a different and less intensified solution.

The Nature and Importance of the Program, Activity, or Service provided by the Program

The more important the activity, information, service, or program, or the greater the possible consequences of the contact to the LEP persons, the more likely language services may be needed.

The Resources Available to PHA and Costs

While it is PHA's policy to take reasonable steps to provide meaningful access to PHA programs and activities by LEP persons, the availability of resources may limit the provision of language services in some instances "Reasonable steps" may cease to be reasonable where the costs imposed substantially exceed the benefits. PHA shall explore the most cost-effective means of delivering competent and accurate language services before limiting services due to resource concerns.

Oral Language Services (Interpretation)

PHA shall use contract interpreters and bilingual PHA or City of Paducah staff to provide the services. Where LEP persons so desire, they can use, at their own expense, an adult interpreter of their own choosing (whether a professional interpreter, family member, or friend) in place of or as a supplement to the free language services offered by PHA. PHA may, at its discretion, choose to provide their own Interpreter in addition to the one used by the family.

PHA shall take reasonable steps to ensure competency of the language service provider. When providing oral language assistance, PHA shall use the following general criteria to ensure effective communication with LEP persons:

- Demonstrated proficiency in and ability to communicate information accurately in both English and in the other language and identify and employ the appropriate mode of interpreting;
- Knowledge in both languages of any specialized terms or concepts peculiar to PHA's program or activity and of any particular vocabulary and phraseology used by the LEP person;
- Understanding of and following confidentiality and impartiality rules;
- Awareness of "regionalisms" used by the LEP person;
- Understanding of and adherence to their role as interpreters without deviating into a role as counselor, legal advisor, or other roles.

When interpretation is needed and is reasonable, it shall be provided in a timely manner so as to avoid the effective denial of a benefit or service. Where access to or exercise of a benefit or service is not effectively precluded by a reasonable delay, the language assistance may be reasonably delayed.

Written Language Services (Translation)

PHA shall take reasonable steps to provide written translations of vital documents that list program rules and instructions for each eligible LEP language group that constitutes 5% or 28 persons, whichever is less, of program applicants/participants. Whether or not a document (or information it solicits) is vital may depend upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner. For example, applications for certain recreational activities would not generally be considered vital documents, whereas applications for housing could be considered vital.

All documents that require action from an applicant or participant shall include a statement in the languages of eligible groups reading "Important information about your housing. If you need assistance, please contact us immediately." PHA shall take reasonable steps to provide oral interpretation of other documents, if needed.

For all documents available in the languages of eligible groups, the English version of the documents shall include a statement on the bottom in the languages of eligible groups reading "This form is available in (language) upon request."

For LEP language groups that constitute less than of program applicants, participants or residents, PHA will not translate written materials, but shall take reasonable steps to provide oral interpretation of the written materials upon request.

As with oral interpreters, PHA will take reasonable steps to ensure competency of translators of written documents. Where legal or other vital documents are involved, PHA shall make a reasonable effort to use certified translators.

Telephone Services

When calls are received by an LEP applicant, participant or resident, PHA staff will make every effort to determine the language being spoken by the caller. Calls will be forwarded to PHA or City staffs who speaks the same language as the caller for assistance. If PHA or City staff is not available at the time of the call, the caller will be requested to call back when an interpreter can be available. An interpreter will be secured within a reasonable time frame.

On-Site Visitation

When an LEP applicant, participant or resident comes to the PHA office, PHA staff will make every effort to determine the language being spoken by the caller by using the "I Speak" cards. If PHA or City staffs who speak the language are available to assist the applicant, participant or resident, they will do so, either in person or via telephone. If PHA or City staff is not available at the time of the visit, the person will be requested to come back when an interpreter can be available. An interpreter will be secured within a reasonable time frame.

Written Communications

Correspondence received in languages other than English will be translated by PHA or City staff who speak the language, where available, or by PHA's contracted translation agency. Responses will be translated into the same language as the letter that was received.

Training Staff

PHA will ensure that staff knows the obligation to provide meaningful access to information and services to LEP persons. PHA will provide training to ensure that:

- Staff is competent on LEP policies and procedures; and
- Staff having contact with the public is trained to work effectively with interpreters.

The training will be included as a part of departmental orientation for new employees.

Staff will be provided with listing of forms available in languages other than English and with a list of bilingual City staff.

Providing Notice to LEP Persons

PHA shall provide a notice to LEP persons of the availability of free language assistance that ensures meaningful access to PHA's programs and services. Examples of notification may include:

- Posting signs in common areas, offices, and anywhere applications are taken. The signs shall be translated into the most common languages encountered;
- Stating in outreach documents that language services are available. These statements shall be translated into the most common languages encountered;
- Working with grassroots and faith-based community organizations and other stakeholders to inform LEP persons of PHA's services, including the availability of language assistance services;

Monitoring and Updating LEP Plan

PHA will monitor the implementation of the LEP plan on an ongoing basis to determine whether new documents, programs, services, and activities need to be made accessible for LEP persons. In addition, PHA will review its LEP plan annually to evaluate the following information:

- Proportion of LEP persons in the eligible service population;
- Frequency of encounters with LEP language groups;
- Nature and importance of activities to LEP persons;
- Availability of resources;
- Whether existing language assistance meets the needs of LEP persons;
- Whether staff knows and understands LEP plan and its implementation.

10. Reduction of Families Due to Reduced Funding

In the event of a reduction of federal funding, the PHA will utilize a family reduction plan as follows:

- A. Terminate HAP contracts for families that are receiving the least rental assistance not to exceed 5% of total families assisted, if reduction is not adequate;
- B. Terminate HAP contracts for families based upon the most recent executed rental agreements to the extent that remedies reduction forecast.
- C. All terminated families due to reduced funding will be offered preference placement on waiting list to be re-assisted when adequate funding exist.

* * * * *

Part VIII. MANAGEMENT ASSESSMENT OBJECTIVES

The Paducah Section 8 Housing office policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators.

- Selection from the Waiting List
- Reasonable Rent
- Determination of Adjusted Income
- Utility Allowance Schedule
- HQS Quality Control Inspections
- HQS Enforcement
- Expanding Housing Opportunities
- FMR/exception rent & Payment Standards
- Annual Re-examinations
- Correct Tenant Rent Calculations
- Pre-Contract HQS Inspections
- Annual HQS Inspections
- Lease-up
- Family Self-Sufficiency Enrollment and Escrow Account Balances

A qualified person will perform supervisory quality control reviews on the following SEMAP indicators:

- Selection from the waiting list
- Rent reasonableness
- Determination of adjusted income
- HQS Enforcement
- HQS Quality Control
- Annual Re-examinations
- Correct Tenant Rent Calculations
- Pre-Contract HQS Inspections

The annual sample of files and records will be drawn in an unbiased manner that is documented.

The minimum sample size to be reviewed for each SEMAP indicator is provided in 24 CFR Part 985, and will relate directly to each factor.

APPENDIX: 2020 Fair Market Rates and Income Limits



FY 2021 FAIR MARKET RENT DOCUMENTATION SYSTEM

The FY 2021 McCracken County, KY FMRs for All Bedroom Sizes

Final FY 2021 & Final FY 2020 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2021 FMR	\$577	\$611	\$805	\$1,001	\$1,092
FY 2020 FMR	\$483	\$563	\$742	\$925	\$1,012

McCracken County, KY is a non-metropolitan county.



FY 2020 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2020 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2020 Income Limit Area	Median Family Income Explanation	FY 2020 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
McCracken County, KY	\$80,000	Very Low (50%) Income Limits (\$) Explanation	22,050	25,200	28,350	31,500	34,050	36,550	39,100	41,600
		Extremely Low Income Limits (\$)* Explanation	13,250	17,240	21,720	26,200	30,680	35,160	39,100*	41,600*
		Low (80%) Income Limits (\$) Explanation	35,300	40,350	45,400	50,400	54,450	58,500	62,500	66,550

APPENDIX: 2020 Utility Allowances

1. Single-family / Manufactured Home

Allowances for Tenant-Furnished Utilities and Other Services		U.S. Department of Housing and Urban Development Office of Public and Indian Housing		OMB Approval No. 2577-0169 (exp. 04/30/2018)		
See Public Reporting Statement and Instructions on back						
Locality		Unit Type		Date (mm/dd/yyyy)		
KY137 Paducah/McCracken County		Single-family/Manufactured Home		05/01/2021		
Utility or Service	Monthly Dollar Allowances					
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas		21	21	27	27
	b. Bottle Gas		40	40	53	53
	c. Oil / Electric		77	77	80	83
	d. Coal / Other					
Cooking	a. Natural Gas	5	5	5	7	7
	b. Bottle Gas	5	5	10	14	18
	c. Oil / Electric	3	4	8	10	10
	d. Coal / Other					
Other Electric	14	27	30	39	43	
Air Conditioning		26	26	31	36	
Water Heating	a. Natural Gas	7	7	8	9	14
	b. Bottle Gas	10	12	13	14	18
	c. Oil / Electric	14	25	30	37	41
	d. Coal / Other					
Water	24	24	24	33	39	
Sewer	18	18	18	18	18	
Trash Collection	17	17	17	17	17	
Range/Microwave	5	5	5	5	5	
Refrigerator	6	6	6	6	6	
Other -- specify						
Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.				Utility or Service		per month cost
Name of Family Address of Unit Number of Bedrooms				Heating		\$
				Cooking		
				Other Electric		
				Air Conditioning		
				Water Heating		
				Water		
				Sewer		
				Trash Collection		
				Range/Microwave		
				Refrigerator		
				Other		
				Total		\$

Previous editions are obsolete

Page 1 of 1

form HUD-52667 (04/15)
ref. Handbook 7420.8

2. Walk-up / Multi-family

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
 and Urban Development
 Office of Public and Indian Housing

OMB Approval No. 2577-0169
 (exp. 04/30/2018)

See Public Reporting Statement and Instructions on back

Locality	KY137 Paducah/McCracken County	Unit Type	Multi-family/Walk-up	Date (mm/dd/yyyy)	05/01/2021
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Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	8	8	14	17		
	b. Bottle Gas	14	16	26	35		
	c. Oil / Electric	30	39	45	52		
	d. Coal / Other						
Cooking	a. Natural Gas	5	5	5	7	7	
	b. Bottle Gas	5	5	10	14	18	
	c. Oil / Electric	3	4	8	10	10	
	d. Coal / Other						
Other Electric		14	27	30	39	43	
Air Conditioning		10	11	21	26		
Water Heating	a. Natural Gas	7	7	8	9	14	
	b. Bottle Gas	10	12	13	14	18	
	c. Oil / Electric	14	25	30	37	41	
	d. Coal / Other						
Water		24	24	24	33	39	
Sewer		18	18	18	18	18	
Trash Collection		17	17	17	17	17	
Range/Microwave		5	5	5	5	5	
Refrigerator		6	6	6	6	6	
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.

Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

3. Duplex / Townhouse

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
 and Urban Development
 Office of Public and Indian Housing

OMB Approval No. 2577-0169
 (exp. 04/30/2018)

See Public Reporting Statement and Instructions on back

Locality	KY137 Paducah/McCracken County	Unit Type	Duplex/Townhouse/Rowhouse	Date (mm/dd/yyyy)	05/01/2021
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Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	9	14	17	19	23	
	b. Bottle Gas	22	27	35	40	47	
	c. Oil / Electric	40	50	67	75	81	
	d. Coal / Other						
Cooking	a. Natural Gas	5	5	5	7	7	
	b. Bottle Gas	5	5	10	14	18	
	c. Oil / Electric	3	4	8	10	10	
	d. Coal / Other						
Other Electric		14	27	30	39	43	
Air Conditioning		12	16	27	33	38	
Water Heating	a. Natural Gas	7	7	8	9	14	
	b. Bottle Gas	10	12	13	14	18	
	c. Oil / Electric	14	25	30	37	41	
	d. Coal / Other						
Water		24	24	24	33	39	
Sewer		18	18	18	18	18	
Trash Collection		17	17	17	17	17	
Range/Microwave		5	5	5	5	5	
Refrigerator		6	6	6	6	6	
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.
 Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

PHA Certifications of Compliance with PHA Plans and Related R e g u l a t i o n s

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 08/30/2011

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or ___ Annual PHA Plan for the PHA fiscal year beginning, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

PHA Name

PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20 - 20

Annual PHA Plan for Fiscal Years 2021 2022

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

Streamlined Annual PHA Plan (HCV Only PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 02/29/2016
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.																																							
A.1	PHA Name: _____ PHA Code: _____ PHA Plan for Fiscal Year Beginning: (MM/YYYY): _____ PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Housing Choice Vouchers (HCVs) _____ PHA Plan Submission Type: ☐ Annual Submission ☐ Revised Annual Submission Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below) <table border="1"> <thead> <tr> <th>Participating PHAs</th> <th>PHA Code</th> <th>Program(s) in the Consortia</th> <th>Program(s) not in the Consortia</th> <th>No. of Units in Each Program</th> </tr> </thead> <tbody> <tr> <td>Lead HA:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	Lead HA:																													
Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program																																				
Lead HA:																																								

B. Annual Plan.	
B.1	Revision of PHA Plan Elements. (a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission? Y N ☐ ☐ Housing Needs and Strategy for Addressing Housing Needs. ☐ ☐ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☐ Financial Resources. ☐ ☐ Rent Determination. ☐ ☐ Operation and Management. ☐ ☐ Informal Review and Hearing Procedures. ☐ ☐ Homeownership Programs. ☐ ☐ Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. ☐ ☐ Substantial Deviation. ☐ ☐ Significant Amendment/Modification. (b) If the PHA answered yes for any element, describe the revisions for each element(s):
B.2	New Activities (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N Project Based Vouchers. ☐ ☐ (b) If this activity is planned for the current Fiscal Year, describe the activities. Provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.
B.3	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N N/A ☐ ☐ ☐ (b) If yes, please describe:
B.4	Civil Rights Certification Form HUD-50077 PHA Certifications of Compliance with the PHA Plans and Related Regulations, must be submitted by the PHA as an electronic attachment to the PHA Plan.
B.5	Certification by State or Local Officials. Form HUD 50077-SL Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan.
B.6	Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.
B.7	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) provide comments to the PHA Plan? Y N ☐ ☐ (a) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.

Instructions for Preparation of Form HUD-50075-HCV

Annual PHA Plan for HCV Only PHAs

A. PHA Information. All PHAs must complete this section. ([24 CFR §903.23\(4\)\(e\)](#))

- A.1** Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

B. Annual Plan. All PHAs must complete this section. ([24 CFR §903.11\(c\)\(3\)](#))

B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

☐ **Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income families who reside in the PHA’s jurisdiction and other families who are on the Section 8 tenant-based waiting list. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. ([24 CFR §903.7\(a\)\(1\)](#) and [24 CFR §903.7\(a\)\(2\)\(i\)](#)). Provide a description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. [24 CFR §903.7\(a\)\(2\)\(ii\)](#)

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. ([24 CFR §903.7\(b\)](#))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. ([24 CFR §903.7\(c\)](#))

☐ **Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. ([24 CFR §903.7\(d\)](#))

☐ **Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. ([24 CFR §903.7\(e\)\(3\)\(4\)](#)).

☐ **Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. ([24 CFR §903.7\(f\)](#))

☐ **Homeownership Programs.** A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. ([24 CFR §903.7\(k\)](#))

☐ **Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA’s partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA’s partnerships with other entities, and activities under section 3 of the Housing and Community Development Act of 1968 and under requirements for the Family Self-Sufficiency Program and others. Include the program’s size (including required and actual size of the FSS program) and means of allocating assistance to households. ([24 CFR §903.7\(l\)\(i\)](#)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. ([24 CFR §903.7\(l\)\(iii\)](#)).

☐ **Substantial Deviation.** PHA must provide its criteria for determining a “substantial deviation” to its 5-Year Plan. ([24 CFR §903.7\(r\)\(2\)\(i\)](#))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan. Should the PHA fail to define ‘significant amendment/modification’, HUD will consider the following to be ‘significant amendments or modifications’: a) changes to rent or admissions policies or organization of the waiting list; or b) any change with regard to homeownership programs. See guidance on HUD’s website at: [Notice PIH 1999-51](#). ([24 CFR §903.7\(r\)\(2\)\(ii\)](#))

If any boxes are marked “yes”, describe the revision(s) to those element(s) in the space provided.

- B.2 New Activity.** If the PHA intends to undertake new activity using Housing Choice Vouchers (HCVs) for new Project-Based Vouchers (PBVs) in the current Fiscal Year, mark “yes” for this element, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake this activity, mark “no.” ([24 CFR §983.57\(b\)\(1\)](#) and Section 8(13)(C) of the United States Housing Act of 1937.

☐ **Project-Based Vouchers (PBV).** Describe any plans to use HCVs for new project-based vouchers. If using PBVs, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

- B.3 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark “yes” and describe those findings in the space provided. ([24 CFR §903.11\(c\)\(3\)](#), [24 CFR §903.7\(p\)](#))
- B.4 Civil Rights Certification.** Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction’s initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. ([24 CFR §903.7\(o\)](#))
- B.5 Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, including the manner in which the applicable plan contents are consistent with the Consolidated Plans, must be submitted by the PHA as an electronic attachment to the PHA Plan. ([24 CFR §903.15](#))
- B.6 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year PHA Plan. ([24 CFR §903.11\(c\)\(3\)](#), [24 CFR §903.7\(r\)\(1\)](#))
- B.7 Resident Advisory Board (RAB) comments.** If the RAB provided comments to the annual plan, mark “yes,” submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. ([24 CFR §903.13\(c\)](#), [24 CFR §903.19](#))

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 4.5 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Agenda Action Form

Paducah City Commission

Meeting Date: April 27, 2021

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

Category: Municipal Order

Staff Work By: Ty Wilson

Presentation By: Ty Wilson

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

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

The City of Paducah has been awarded an ESG-CV Grant in the amount of \$31,500 to act as a pass-through for the Community Kitchen. \$1,500 will be used for Community Kitchen to become registered and to operate the Kentucky Homeless Management Information System (KYMIS) and the rest will be put towards hotel/motel vouchers. 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: There are no communication plans at this time

Funds Available: Account Name:
Account Number:

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

Attachments:

1. MO award-ESG-CV Community Kitchen 2021
2. Paducah 2020 ESG-CV ES GA CV-ES20-0198-01

MUNICIPAL ORDER NO. _____

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

WHEREAS, The City of Paducah authorized the submission of an application for a 2021 Emergency Solutions Grant through the Kentucky Housing Corporation by Municipal Order No. 2440; and

WHEREAS, the Kentucky Housing Corporation 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 2021 Emergency Solutions Grant (ESG-CV) through the Kentucky Housing Corporation in an amount of \$31,500 on behalf of Community Ministries, Inc. d/b/a Community Kitchen for COVID-19 related expenses. No local or in-kind match is required.

SECTION 2. 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, April 27, 2021
Recorded by Lindsay Parish, City Clerk, April 27, 2021
\\mo\grants\award-ESG-CV Community Kitchen 2021

2020 KENTUCKY EMERGENCY SOLUTIONS GRANT CARES ACT (ESG-CV) PROGRAM
GRANT AGREEMENT
Paducah-ESG CV-ES-2020
CV-ES20-0198-01

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between **KENTUCKY HOUSING CORPORATION**, a de jure municipal corporation and political subdivision of the Commonwealth of Kentucky, 1231 Louisville Road, Frankfort, Kentucky 40601 ("KHC") and **CITY OF PADUCAH**, a Kentucky municipality, 300 South 5th Street, Paducah, KY 42003 ("Subrecipient"), and shall be in existence from March 1, 2021 to September 30, 2021.

WITNESSETH:

WHEREAS, Congress appropriated additional ESG funds under the Coronavirus Aid, Relief, and Economic Security Act, Pub. Law 116-136 ("CARES Act"), as part of its response to the COVID-19 pandemic. HUD has allocated a portion of the ESG funds under the CARES Act ("ESG-CV Funds") to KHC under a formula process, providing additional funding for KHC as the State ESG Recipient to distribute to qualified Subrecipients. Subrecipients awarded ESG-CV Funds will use those funds to maintain operations and provide services opportunities for rental assistance, supportive services, and other necessary actions, that prevent, prepare for, and respond to the COVID-19 pandemic, in accordance with the CARES Act, 24 C.F.R. Part 576, and any current and additional HUD guidance; and

WHEREAS, pursuant to Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 *et seq.*), as amended by the HEARTH Act of 2009, the Department of Housing and Urban Development (HUD) is authorized to make grants to States, metropolitan cities, urban counties, and territories for the implementation of the Emergency Solutions Grants ("ESG") Program;

WHEREAS, the ESG Program must be implemented in consultation with the Continuum of Care ("CoC") Program in order to facilitate coordination and foster efficient use of resources; and

WHEREAS, HUD has allocated ESG Program Funds to KHC to distribute to qualified Subrecipients in the Commonwealth of Kentucky contingent upon its approval of the state's Consolidated Plan; and

WHEREAS, KHC desires to make these funds available to Subrecipient under the terms and conditions of this Agreement for the Project described below.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties AGREE as follows:

SECTION I
DEFINITIONS

As used herein, all terms will have the same meaning as defined in 24 CFR §576, including the following:

- a) "At risk of homelessness" is defined in 24 CFR Section 576.2 and is distinct from the "homeless definition" included in the same Section.
- b) "Continuum of Care (CoC)" means the group composed of relevant organizations that are organized to plan for and provide a system of outreach, engagement, assessment, emergency shelter, rapid re-housing, transitional housing, permanent housing, and prevention strategies to

address the needs of homeless persons and persons at risk of homelessness for a specific geographic area. 24 CFR Section 576.2 and Part 578.

- c) “Conversion” means a change in the use of a building to an emergency shelter for the homeless under this part, where the cost of conversion and any rehabilitation costs exceed 75 percent of the value of the building after conversion. 24 CFR Section 576.102.
- d) “Emergency shelter” means any facility, the primary purpose of which is to provide temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements. 24 CFR Section 576.2.
- e) “Essential services” as related to street outreach or an emergency shelter is defined in 24 CFR Section 576.101(a) and 24 CFR Section 576.102(a)(1).
- f) “Homeless” is defined in 24 CFR Section 576.2 The “homeless” definition includes Paragraphs (also referred to as “Categories”) (1), (2), (3), and (4). The “homeless” definition is distinct from the definition of “At risk of homelessness” also defined in 24 CFR Section 576.2.
- g) “Homeless Management Information System (HMIS)” means the information system designated by the Continuum of Care to comply with HUD’s data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. 24 CFR Section 576.2.
- h) “Homelessness prevention” means provision of housing relocation and stabilization services and short-and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in Paragraph (1) of the “Homeless” definition in 24 CFR Section 576.2. Homelessness prevention may be provided to individuals and families who meet the criteria under the “at-risk of homelessness” definition of who meet the criteria in paragraph (2), (3), or (4) of the “homeless” definition in 576.2 and have an annual income below 30 percent of the median family income for the area, as determined by HUD. 24 CFR Section 576.103.
- i) “Major rehabilitation costs” and corresponding minimum use period are defined in 24 CFR Section 576.102.(c)(1)(i).
- j) “Program component” refers to the type of ESG project (i.e., Street Outreach, Emergency Shelter, Homelessness Prevention, Rapid Rehousing, and HMIS) in which funds can be used. 24 CFR 576.101-104; 107. It is important to understand the distinctions between program components as both activities (i.e., allowed costs) and participant eligibility differ.
- k) “Renovation eligible costs” is defined to include labor, materials, tools, and other costs as defined in 24 CFR Section 576.102(a)(2).

Subrecipient shall be responsible for monitoring and tracking any federal regulatory changes regarding the ESG Programs. In the case of any conflict between the regulatory terms and those terms defined here, the regulatory terms shall control.

Any term not expressly defined herein or by federal regulation shall have its commonly accepted meaning.

SECTION II

ESG PROGRAM OBJECTIVES

The objectives of the ESG program are for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, for the payment of certain expenses related to operating emergency shelters, for essential services related to emergency shelters and street outreach for the homeless, and for homelessness prevention and rapid rehousing assistance.

SECTION III

GRANT FUNDS; THE PROJECT

3.1 **Grant Amount.** Pursuant to the terms of this Agreement, KHC grants **Thirty -One Thousand, Five Hundred Dollars and zero cents (\$31,500.00)** to Subrecipient from ESG Program Funds (“Grant Funds”). KHC will disburse Grant Funds to Subrecipient upon HUD’s approval of the state Consolidated Plan, Subrecipient’s performance of the items set forth in Section IV of this Agreement, and Subrecipient’s continued satisfactory performance under the terms of this Agreement.

3.2 **Eligible Activity.** As set forth in 24 CFR 576.100-576.109, Subrecipient may only utilize Grant Funds for the following five program components: Street Outreach, Emergency Shelter, Homelessness Prevention, Rapid Rehousing assistance, and HMIS; as well as Administrative activities. This grant is being made based upon the information provided by Subrecipient and ESG-CV allocation plan determined by KHC to prevent, prepare for and respond to the spread of COVID-19. The sole purpose of this grant is and shall be for the activities as fully described in Subrecipient’s response to the Notice of Funding Availability (“NOFA”) for Emergency Shelter activities, or KHC’s ESG-CV Rapid Re-Housing Written Standards and Program Implementation Guidance document incorporated herein by reference. **Subrecipient’s Grant Funds may only be used for the following activities: Administration, HMIS, and Emergency Shelter in McCracken County.** If applicable, Subrecipient shall ensure that any building that undergoes renovation, conversion or major rehabilitation utilizing any portion of Grant Funds meets local government safety and sanitation standards.

3.3 **Administrative Costs.** The amount of the Grant Funds which may be utilized for administrative costs associated with the Project shall be determined upon KHC’s approval of Subrecipient’s Revised Budget as described in Section IV below. At no time shall Subrecipient’s administrative costs exceed 5 percent of the total allocation of Grant Funds.

3.4 **Ineligible Activities.** Subrecipient acknowledges and warrants that Grant Funds may not and will not be utilized for ineligible activities, including activities other than those specified as Eligible Activities in 24 CFR §576.101-576.109. If Subrecipient is a religious or faith-based organization, it shall comply with the provisions of 24 CFR §576.406, including but not limited to, the prohibitions against (a) engaging in inherently religious activities as part of the programs or services funded under ESG, (b) discriminating against a program participant or prospective participant on the basis of religion, and (c) using ESG funds for the rehabilitation of structures utilized for inherently religious activities.

3.5 **Essential Services and Operating Costs.** If ESG funds are used for shelter operations or essential services related to street outreach or an emergency shelter, the Subrecipient shall provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as the site or structure serves the same type of persons originally served with the assistance (e.g. families with children, unaccompanied youth, veterans, disabled individuals, or victims of domestic violence) or serves homeless persons in the same geographic area where the recipient or subrecipient originally provided the services or shelter.

3.6 **Eligible Participants.** Subrecipient acknowledges that Grant Funds will be utilized to assist only those persons eligible for assistance as applicable for each specific program component type under federal ESG Program regulations (24 CFR §§576.1 – 576.501), including homeless persons as they are currently designated by federal statute and regulation. Youth aged 24 and under seeking assistance shall not be required to provide third party documentation to establish their eligibility under 42 U.S.C. 11302(a) or (b) to receive services. Unaccompanied youth aged 24 and under or families headed by youth aged 24 and under who are living in unsafe situations may be served by youth-serving providers.

3.7. **Matching Funds.** Matching funds are waived under ESG-CV.

SECTION IV

REQUIREMENTS FOR DISBURSEMENT

4.1 **Disbursement of Grant Funds.** This grant will be funded upon receipt by KHC of the following:

- (i) an executed original of this Agreement on or before April 30, 2021;
- (ii) a State Clearinghouse approval;
- (iii) an Environmental Review approval, if applicable;
- (iv) receipt and approval of a Revised Budget from Subrecipient which outlines the revised budget for use of Grant Funds under this Agreement;
- (v) a Certification of Financial Management System;
- (vi) a completed Authorized Signature Form;
- (vii) a copy of agency's approved authorized signatory plan;
- (viii) Subrecipient's signed Certification and Assurances document, included herein as Exhibit A;
- (ix) for projects which involve rehabilitation, either an appraisal of the property or a statement of the assessed valuation of the property from the Property Valuation Administrator in the county where the property is located; and
- (x) an approved Civil Rights Title VI Plan.

4.2 **Continued Affordability.** Property assisted with Grant Funds that is renovated (other than major rehabilitation or conversion) and used for one or more Eligible Activities shall be restricted to use as an Emergency Shelter for three (3) years from the date funds are obligated. The three-year minimum-use requirement can be accomplished by filing a certificate of use with KHC each year. Any property assisted with Grant Funds which is used for major rehabilitation or conversion of existing buildings must be restricted to use as an Emergency Shelter for ten (10) years from the date of initial occupancy. The ten-year minimum-use requirement must be accomplished by the recording, in the county clerk's office, of a deed or use restriction reflecting this requirement.

4.3 **Grant Funding Costs.** Regardless of whether Grant Funds are disbursed under this Agreement, all costs associated with the funding of this grant shall be borne by the Subrecipient, including but not limited to, the cost of documentation, recording fees, and costs associated with disbursement.

4.4 **Contingency.** Subrecipient's ability to draw funds under this Agreement is also contingent upon HUD's final approval of the state Consolidated Plan and final allocation of funds to KHC for Subrecipient's Project. In the event that HUD determines not to allocate funds under this Agreement, KHC's obligation to allocate funds to Subrecipient under this Agreement ceases.

4.5 **Obligation of Grant Funds.** The term of this Grant is seven (7) months from March 1, 2021. All Grant Funds must be expended by September 30, 2021. KHC reserves the right to reallocate funds at any time based on expenditure rates. Additionally, commencement of the Project for which Grant Funds have been allocated must occur by May 1, 2021.

4.6 **Draws.** Grant Funds may be requested on a weekly basis but must be requested **at least every 30 days**. Subrecipient must submit a final draw by a date to be decided by KHC.

SECTION V

ROLES OF THE PARTIES

5.1. **KHC Responsibilities.** Notwithstanding KHC's decision to distribute Grant Funds to Subrecipient, KHC is responsible for ensuring that Grant Funds are used in accordance with the ESG program requirements and written agreements, and for taking appropriate action when performance problems arise within KHC's jurisdiction.

5.1.1. **Right to Monitor.** KHC shall have the right to monitor Subrecipient's compliance with all applicable federal and state legal requirements by whatever means KHC deems appropriate. KHC reserves the right to conduct a compliance review at any time during the term of the ESG grant. This review will cover such items as quality of housing and services, financial statements, recordkeeping, files and adherence to program policies and procedures. After the compliance review, Subrecipient will receive a written response to any issues discussed during the review. These issues will be divided into findings (issues which affect program regulations or federal and state laws) and observations (issues which do not). Subrecipient must respond in writing to all findings within 30 days of receipt of a written response from KHC. Should KHC find a material default or noncompliance with this Agreement and, as a result thereof, cease disbursement of Grant Funds, then KHC shall incur no liability to Subrecipient.

5.2. **Subrecipient Responsibilities and Indemnification.** Subrecipient shall administer the Project in a manner satisfactory to KHC, consistent with the consolidated plan, all standards required by KHC, and all applicable federal statutes and regulations. Subrecipient certifies that the activities carried out with Grant Funds will meet the objectives and requirements under which the Grant Funds have been allocated to the Project.

5.2.1. **Eligible Activities.** Subrecipient shall expend Grant Funds in strict compliance with the eligible activities enumerated in Section 3.2.

5.2.2. **Indemnification for Noncompliance.** Subrecipient agrees to defend, indemnify, and hold KHC harmless against all liability, claims, demands, actions, cause of actions, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from any act or omission by, or negligence of Subrecipient while engaged in the Project. Subrecipient's failure to be informed of any requirement related to the ESG Program shall be considered negligence. KHC may choose its own legal counsel and Subrecipient shall pay all costs and expenses therefore. In the event HUD disallows any Project cost paid in whole or in part with Grant Funds, Subrecipient shall indemnify and hold KHC harmless against any resulting loss, including reasonable attorneys' fees.

5.2.3. **Conflicts of Interest.** Subrecipient agrees to comply with all requirements of 24 CFR Section 576.404 regarding organizational conflicts of interest, individual conflicts of interest, and other prohibited conflicts of interest. Subrecipient must maintain a written conflict-of-interest policy governing the performance of all persons engaged in the award and administration of the Grant Funds. No person, employee, agent, consultant, officer, or elected official or appointed official of Subrecipient who exercises or has exercised any function or responsibilities with respect to activities assisted with Grant Funds or who is in a position to participate in a decision-making process or to gain inside information with regard to those activities, may obtain a financial interest or benefit from a Grant Funded-activity, or have an interest in any contract or subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. Upon written request to KHC, HUD may grant an exception to the provisions of this Section on a case-by-case basis when it determines that the exception will serve to further the purposes of the Grant Funds and the effective and efficient administration of the Subrecipient's eligible activities. Subrecipient must provide a copy of its written conflict of interest policy upon KHC's request.

5.2.4. Privacy Protection: Subrecipient must establish and adhere to a written policy for the protection of non-public personal information collected in the course of Subrecipient's activities under this Agreement. KHC shall have the right to review this policy and to require additional measures to ensure adequate protection of such private information. Review shall be limited to whether such policy complies with KHC's requirements. In no event may any statement by KHC be construed as an opinion on whether a privacy policy complies with the requirements of any law, regulation, institution, government or court. Nor may any statement by KHC be used by Subrecipient, without KHC's prior written consent, for any purpose whatsoever, except as necessary to correct or improve Subrecipient's practices. This Privacy Protection clause shall survive this Agreement and the Subrecipient shall continue to protect all such non-public personal information after the termination of this Agreement.

5.2.5. Compliance with Federal Law. Subrecipient hereby certifies that it currently complies with all federal regulations pertaining to the Project and, throughout the term of this Agreement shall continue to comply with any applicable Notice of Funding Availability and all pertinent federal statutes and regulations pertaining to the Project; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA") at 42 USC §§4601-4655 (and as described in 24 CFR §576.408); nondiscrimination and equal opportunity requirements as noted in 24 CFR §576.407; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title VI of the Civil Rights Act of 1964; Title I, Section 109, of the Housing and Community Development Act of 1974; Executive Orders 11063, 11246, 12892, 11625, 12432, and 12138, as amended; Equal Employment Opportunity; all federal and state labor statutes and regulations; Section 3 of the Housing and Urban Development Act of 1968, Minority Business Enterprises, Minority Business Enterprises Development and Women's Business Enterprises; the Fair Housing Act (and 24 CFR, Part 5, Subpart A), the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act; the Architectural Barriers Act of 1968; all applicable Federal, state and local environmental laws and regulations; the Flood Disaster Protection Act of 1973; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200); Lead-Based Paint Poisoning Prevention Act; conflict-of-interest statutes and regulations and Other Federal Requirements set forth in 24 CFR Part 576. KHC hereby assigns and Subrecipient accepts responsibility for all lead-based paint requirements of 24 CFR Part 35.

5.2.6 Equal Access and Gender Identity. Subrecipient shall adhere to HUD's Rule entitled Equal Access to Housing HUD Programs Regardless of Sexual Orientation or Gender Identity, effective March 5, 2012 (Equal Access Rule), and codified at 24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982. In compliance with 24 CFR. Section 5.105, the Subrecipient shall ensure that HUD-assisted housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. Neither Subrecipient nor any of its agents shall inquire about the sexual orientation or gender identity of an applicant for or of an occupant of HUD-assisted housing for the purpose of determining eligibility for such housing or otherwise making such housing available. In addition, Subrecipient shall not discriminate based upon race, national origin, color, religion, sex, age, disability or familial status. Subrecipient shall also adhere to HUD's Rule entitled Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs, effective October 21, 2016 (Gender Identity Rule, 24 CFR Part 5.106), which further addresses how transgender and gender non-conforming individuals should be accommodated in temporary, emergency shelters, and other buildings used for shelter that have shared sleeping and/or bathing facilities.

5.2.7. Program Compliance. In addition to complying with applicable civil rights laws, HUD regulations and all other laws and regulations, whether Federal, state or local, which may be applicable to Subrecipient or this Agreement, Subrecipient shall:

- i. assure participants are provided with a termination of assistance policy;

- ii. assure that participants are provided with a written grievance policy;
- iii. assure participants are provided with notification of Rights to Fair Housing;
- iv. assure the confidentiality of all participant records except as authorized by written approval of the client or as otherwise authorized by law;
- v. involve to the maximum extent possible, homeless and formerly homeless persons in program development;
- vi. ensure the eligibility of all program participants per 24 CFR 576;
- vii. provide appropriate materials in a timely fashion for each program report;
- viii. maintain adequate written personnel policies and program procedures; and
- ix. ensure project meets all requirements outlined within Subrecipient's signed Certifications and Assurances document, included herein as Exhibit A,

5.2.8 Programmatic Changes. Subrecipient shall promptly notify KHC in writing in the event of anticipated changes in key personnel and obtain the prior written approval of KHC whenever any of the following actions is anticipated: (i) any revision in the scope or objectives of the Project; (ii) any need to extend the period of availability of the Grant Funds; (iii) any revision in the budget for the Project; or (iv) obtaining the services of a third party to perform activities which are central to the purposes of this Agreement, which are material to the management or completion of the Project, or which could be construed by KHC as an assignment of Subrecipient's rights and responsibilities under this Agreement.

5.2.9. HUD Homeless Management Information Systems ("HMIS") Data Standards. Subrecipient shall comply with all HUD HMIS data standards and all other data standards required by KHC and/or the CoC Advisory Board. Subrecipient shall fully and properly participate in the HMIS by entering complete, accurate, and timely data.

5.2.10 Participation in the Continuum of Care. Subrecipient shall actively participate in the Kentucky Balance of State Continuum of Care (KY BoS CoC). This includes, but is not limited to, attendance at annual and regional meetings of the KY BoS CoC, participation in the annual K-Count, and commitment to implementing policies and practices that further the goals of the KY BoS CoC to ensure homelessness is rare, brief, and non-recurring.

5.2.11. KHC eGram. Subrecipient is responsible for receiving and disseminating information contained in all KHC eGrams, via which pertinent information is disseminated. KHC shall not be liable for any professional or financial losses incurred by Subrecipient due to Subrecipient having failed to read or receive KHC eGrams.

5.2.12. Major Rehabilitation/Conversion. If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, Subrecipient shall maintain the building as a shelter for homeless individuals and families for a minimum of 10 years following the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, Subrecipient shall maintain the building as a shelter for homeless individuals and families for a minimum of 10 years following the date the building is first occupied by a homeless individual or family after the conversion. In all other cases where ESG funds are used for renovation, Subrecipient shall maintain the building as a shelter for homeless individuals and families for a minimum of 3 years following the date the building is first occupied by a homeless individual or family after the completed renovation.

5.2.13. Renovation. Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

5.2.14. **Supportive Services.** Subrecipient shall assist homeless individuals and families in obtaining permanent housing, provide housing-focused housing stabilization case management and supportive services (including medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living), and other Federal, state, local and private assistance available for such individuals.

5.2.15. **Homeless Participation.** Subrecipient shall provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of the Subrecipient. If the Subrecipient is unable to provide for such homeless participation on the board of directors, it shall develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services or other assistance that receives funding under the ESG program. To the maximum extent practicable, Subrecipient shall offer but not require meaningful volunteer and employment opportunities for homeless individuals and families in constructing, renovating, maintaining, and operating facilities, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the ESG program.

5.2.16. **Cessation of Operations; Termination of Agreement.** Upon expiration or termination of this Agreement, or if Subrecipient discontinues or abandons operation of the Project for thirty (30) days or more, Subrecipient shall return to KHC any Grant Funds on hand and any accounts receivable and goods which are attributable to the use of Grant Funds. Subrecipient shall also take such further actions and execute and deliver any documents as KHC, in its sole discretion, may deem necessary to satisfy Subrecipient's remaining obligations under this Agreement and any loan documents related hereto.

5.2.17. **Misappropriation of Funds.** Subrecipient shall be liable for any and all misappropriation of funds, audit exceptions by state or federal agencies, and violations of the terms of this Agreement.

5.2.18. **Training.** In the event KHC requires attendance at trainings, Subrecipient designee/agent will attend such mandatory compliance training, and Subrecipient shall utilize any required KHC forms provided at the training or otherwise.

5.2.19 **Coordinated Entry.** Subrecipient must participate in the Kentucky Balance of State Continuum of Care (KY BoS CoC) Coordinated Entry System in a manner that is consistent with the KY BoS CoC Coordinated Entry Policies and Procedures.

5.2.20. **Rapid Rehousing.** If utilizing Grant Funds to provide Rapid Rehousing, Subrecipient must adhere to the following requirements as outlined in the 2020 Emergency Solutions Grant Program Notice of Funding Availability ("ESG NOFA"):

- (i) Project must utilize a low barrier, Housing First approach.
- (ii) Project, even if only providing security deposits, utility deposits, and/or last month's rent, must provide at a minimum Housing Search and Placement (576.105(b)(1)) and Housing Stability Case Management (576.105(b)(2)) activities. If the project only provides participant with security deposit, utility deposit, and/or last month's rent, Housing Stability Case Management must be provided for at least 90 days from the time the participant moves into housing or ensure appropriate housing stability case management is provided by another party.

SECTION VI **RECORDS; REPORTING**

6.1 Records; Access. Subrecipient shall keep adequate records pertaining to the Project and the uses of Grant Funds. Subrecipient shall provide KHC, HUD or its designee(s) access to all of its books and records, including fiscal records, for the purpose of program assessment reviews, and shall retain all books and records until the latest of five (5) years from the termination of this Agreement, five (5) years after the expenditure of all funds received pursuant to this Agreement, until all audits of performance during the term of this Agreement have been completed, or until any pending litigation involving this grant or related books and records is settled, whichever is later. Subrecipient shall promptly settle any fiscal or program monitoring exceptions or filings. Subrecipient shall maintain its books and records in accordance with generally accepted accounting practices and to comply with all applicable Federal and state laws and regulations. Nothing in this Agreement will be construed to limit the ability of KHC to monitor implementation of the program funded by this Agreement.

6.2 Reporting Requirements. Subrecipient shall comply with all the reporting requirements as specified in 24 CFR Section 576.500. Subrecipient shall, no less than annually, submit to KHC all activity reports on the forms provided by HUD and KHC. Activity reports shall include, but not be limited to, a description of the amounts received, including the numbers of individuals assisted, the types of assistance provided and any other information that HUD may require. In addition, Subrecipient shall submit other documents necessary for the operation and maintenance of the Project. Subrecipient shall, on the forms provided by KHC, submit to KHC Emergency Solutions Grant Consolidated Annual Performance Evaluation Reports (CAPER) no later than 10 days following the close of each federal fiscal quarter or at a time specified by KHC. Subrecipient shall enter all required program client data into the Kentucky Homeless Management Information System (KYHMIS) or a comparable database pre-approved in writing. Subrecipient shall submit annual reports until all Grant Funds are expended and federal reporting guidelines are satisfied.

6.3 Audit Requirements. Subrecipient shall comply with the Single Audit Act (31 USC § 7501 *et seq.*), as amended, by preparing an audit for any year in which Subrecipient expends federal awards of at least \$750,000 (or other amount specified by Director of the Office of Management and Budget). If such audit contains findings, Subrecipient shall provide a copy of the audit, together with any comments and plans for correction, to KHC's Housing Contract Administration Department. If such audit contains no findings, Subrecipient is not required to submit a copy to KHC, provided, however, that upon request, Subrecipient shall provide a copy of any and all audits performed during the term of this Agreement to KHC, HUD, or any designee(s) thereof. Subrecipient shall also comply with 2 CFR Part 200, OMB Circular A-133, as amended, and the OMB Circular Compliance Supplement and Government auditing standards. Subrecipient assumes full responsibility for compliance with this paragraph.

6.4 Financial Records. Subrecipient shall maintain sufficient financial records to ensure proper accounting and disbursement of Grant Funds (as determined by KHC or HUD in their sole discretion) and to make them available to KHC or HUD for inspection.

SECTION VII -- REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF SUBRECIPIENT

7.1 Duly Organized. Subrecipient represents, warrants and certifies that it is duly organized and validly existing under the laws of the Commonwealth of Kentucky and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all federal and state laws and regulations and KHC program guidelines and criteria. A resolution, motion, or ordinance has been duly adopted, passed or enacted as an official act of the Subrecipient, authorizing the execution and delivery of this Agreement by Subrecipient and authorizing and directing the person executing this Agreement to do so for and on behalf of Subrecipient; said acts being done in such a manner

and form as to comply with all applicable laws to make this Agreement the valid, enforceable and legally binding act and agreement of Subrecipient.

7.2. No Legal Proceedings. Subrecipient represents, warrants and certifies that there is no action, proceeding or investigation now pending or threatened, nor any basis known or believed by Subrecipient to exist, which (i) questions the validity of this Agreement, or any action taken or to be taken under it; or (ii) is likely to result in any material adverse change in the authorities, properties, assets, liabilities or conditions (financial or otherwise) of Subrecipient which would materially and substantially impair Subrecipient's ability to perform any of the obligations imposed upon Subrecipient by this Agreement.

7.3. Application True and Complete. Subrecipient represents, warrants and certifies that the representations, statements and other matters contained in the Application were true and complete in all material respects as of the date of filing, and there has been no material adverse change in such Application between the date of filing and this Agreement. Subrecipient is aware of no material event or other material fact that has been improperly omitted or overlooked in the Application and amendments filed with and accepted by KHC.

7.4. Reasonable Assurances. Subrecipient has obtained or has reasonable assurances that it will obtain all federal, state and local government approvals and reviews as required by law to be obtained by Subrecipient for Subrecipient's eligible program activities; and all beneficiaries of Grant Funds have obtained, or the Subrecipient has reasonable assurances that such beneficiaries will obtain, all such approvals and reviews required by law to be obtained by such beneficiaries for Subrecipient's eligible program activities.

7.5. Duly Authorized Activity. Insofar as the capacity of Subrecipient to carry out any obligation under this Agreement is concerned (i) Subrecipient is not in material violation of its corporate, partnership or other organizational documents, whichever may be applicable, any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation; or (ii) the execution and performance of this Agreement will not result in any such violation.

7.6. Lobbying. Subrecipient represents, warrants and certifies the following:

- (a) **No Federal Funds.** No federally-appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a member of Congress in connection with the awarding of any cooperative agreement; and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (b) **Other Funds.** If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement as a result of this Agreement, Subrecipient must complete and submit Standard Form –LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

7.7. Debarment, Suspension, Conviction, Indictment. To the best of its knowledge and belief after reasonable investigation, Subrecipient and/or its principal(s):

- (a) **Present Eligibility.** Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction under this Agreement by any federal, state or local department or agency;

- (b) **No Convictions or Judgments for Fraud.** Have not, within the three (3)-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it/them for commission of fraud or a civil offense in connection with obtaining, attempting, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) **No Present Indictment.** Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in Section (b) above;
- (d) **No Terminations.** Have not, within the three (3)-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
- (e) **KHC Suspension and Debarment Policy.** Have not been suspended or debarred in accordance with KHC's Suspension and Debarment Policy.

7.8. **Warranty as to Information.** Subrecipient's award of Grant Funds has been based upon information received from Subrecipient. Subrecipient warrants that the financial and other information furnished by Subrecipient to KHC and HUD was, at the time of application, and continues to be, true and accurate.

7.9. **Affirmatively Furthering Fair Housing.** Subrecipient will affirmatively further fair housing, which means it will seek to eliminate any impediments to fair housing choice within the program. Subrecipient does not have any Fair Housing Discrimination complaints pending against it. Should any Fair Housing Discrimination complaint be lodged against it during the term of this Agreement, Subrecipient shall immediately notify KHC in writing of the occurrence.

7.10. **Limited English Proficiency.** Subrecipient has taken reasonable steps to ensure meaningful access by limited English proficiency ("LEP") individuals to all supportive housing services funded pursuant to this Agreement. LEP individuals are those persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English. Subrecipient recognizes that Title VI of the Civil Rights Act of 1964 requires that all recipients of federal financial assistance from HUD provide such meaningful access to LEP individuals. Subrecipient has reviewed and followed the LEP requirements provided in Executive Order 13166 and HUD's final "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons." Upon request, Subrecipient shall provide to KHC a copy of its Language Assistance Plan ("LAP").

7.11 **McKinney-Vento Act and Educational Requirements:** Subrecipient has established policies and practices that are consistent with, and do not restrict the exercise of rights provided by, the education subtitles of the McKinney-Vento Homeless Education Assistance Act and other laws relating to the provision of education and related services to individuals and families experiencing homelessness. If Subrecipient provides housing or services to families, Subrecipient has designated a staff person to ensure that children are enrolled in school and connected to the appropriate services within the community, including early childhood programs such as Head Start, Part C of the Individuals with Disabilities Education Act, and McKinney-Vento education services.

7.12. **Drug Free Workplace.** Subrecipient has and will continue to provide a drug-free workplace by:

- (i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (ii) Establishing an ongoing drug-free awareness program to inform employees about
 - (a) The dangers of drug abuse in the workplace
 - (b) The Subrecipient's policy of maintaining a drug-free workplace
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
- (iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will-
 - (a) Abide by the terms of the statement;
 - (b) Notify the Subrecipient in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (v) Notifying KHC in writing, within ten calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; and
- (vi) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v), and (vi).

7.13. Commitment to Align Project Design with the Federal Strategic Plan to End Homelessness. Subrecipient shall support the goals of "Home, Together: The Federal Strategic Plan to Prevent and End Homelessness" by:

- (a) Quickly identifying and engaging people at risk of and experiencing homelessness.
- (b) Intervening to prevent people from losing their housing and divert people from entering the homelessness service system.
- (c) Providing people with immediate access to shelter and crisis services without barriers to entry if homelessness does occur.
- (d) Quickly connecting people experiencing homelessness to housing assistance and services tailored to their unique needs and strengths to help them achieve and maintain stable housing.

Subrecipient shall comply with KHC monitoring of the Home, Together plan.

7.14. **Data Breach.** In the event of a data breach, Subrecipient will notify KHC in the most expedient manner possible, and without unreasonable delay but in no event later than seventy-two (72) hours from the determination of a security breach relating to the data in Subrecipient's possession. Subrecipient agrees to comply with all provisions of KRS 61.932, including that Subrecipient shall implement, maintain, and update security and breach investigation procedures which are appropriate to the nature of the information disclosed, at least as stringent as the security and breach investigations procedures and practices in KRS 61.932(1), and reasonably designed to protect the data from unauthorized access, use, modification, disclosure, manipulation or destruction. In the event of Subrecipient committing an unauthorized disclosure of data listed in KRS 61.932(6)(a) through (f), Subrecipient shall provide to KHC a copy of any and all reports and investigations relating to such investigations or notifications that are required by federal law or regulation.

SECTION VIII DEFAULT

8.1 **Event of Default.** Subrecipient shall be in default on the happening of any one or more of the following events or conditions (individually an "Event of Default"):

- (i) Subrecipient fails to execute and return this Agreement by April 30, 2021.
- (ii) Subrecipient does not diligently pursue the Project, as detailed in Subrecipient's Application and for which Grant Funds have been awarded;
- (iii) Subrecipient has not obligated its funds and commenced the Project pursuant to Section 4.6 above;
- (iv) Subrecipient fails to maintain an acceptable financial management system as required by this Agreement or any of the regulations cited herein;
- (v) Subrecipient fails to observe or perform any other term, covenant or condition contained in this Agreement or uses Grant funds for any purpose other than as authorized in this Agreement and the Application, and such breach or failure continues after the expiration of any applicable cure period as described herein;
- (vi) Subrecipient is unable to expend all Grant Funds by September 30, 2021;
- (vii) the information submitted by Subrecipient, upon which KHC and HUD relied in its decision to grant funds to Subrecipient, proves to be untrue or incorrect in any material respect;
- (viii) KHC determines in its sole discretion that it would be inadvisable to disburse Grant Funds to Subrecipient because of a material and adverse change in Subrecipient's condition;
- (ix) the total cost of the Project is less than the total cost anticipated in the Application or Revised Budget Report;
- (x) the Project is not begun within the applicable timeframes specified in this Agreement or required by applicable laws, regulations, or program guidelines;
- (xi) Subrecipient does not participate fully in the (KYHMIS) or a comparable database;
- (xii) Subrecipient fails to submit reports or submits inadequate reports, technical submissions, and other administrative items or fails to submit such items within established deadlines, or fails to maintain a financial management system acceptable under the terms of this Agreement or any applicable federal statutes and regulations;
- (xiii) Subrecipient fails to achieve applicable outcome goals as determined by performance measures established by KHC;
- (xiv) Subrecipient fails to participate in the annual K-Count, an annual one-day count of homeless persons mandated by HUD;
- (xv) Subrecipient fails to participate in the KY BoS CoC;

- (xvi) Subrecipient
 - (a) enters into dissolution or otherwise begins proceedings to terminate its existence;
 - (b) merges or consolidates with any other entity;
 - (c) changes control of the Project or there is a change in Subrecipient or any of its partners, shareholders, members or owners without KHC's prior written consent;
 - (d) becomes insolvent;
 - (e) forfeits the right to do business or business failure;
 - (f) abandons the Project for more than thirty (30) days;
 - (g) appoints a receiver of any part of the property of Subrecipient;
 - (h) calls any meeting of creditors or assigns for the benefit of creditors of the Subrecipient; or
 - (i) commences any proceedings under any bankruptcy or insolvency laws by or against the Subrecipient, and such proceedings are not dismissed within sixty (60) calendar days; or
- (xvii) Any judgment is entered against Subrecipient, or any writ of attachment is issued against any property of Subrecipient, for any amount which is entered and is not paid, stayed on appeal, discharged, bonded or dismissed within sixty (60) calendar days after the entering of such judgment or filing of such attachment, except any judgment or attachment resulting from a liability that is fully payable from the proceeds of any insurance policy maintained by the Subrecipient.

8.2 Notice and Cure. Upon the occurrence of any Event of Default, KHC shall give Subrecipient written notice of such default. Subrecipient shall have thirty (30) days to remedy the Event of Default to KHC's satisfaction; provided, however, that if Subrecipient knew or reasonably should have known of such Event(s) of Default prior to notification by KHC to Subrecipient thereof, then Subrecipient shall have thirty (30) days from the date the Event of Default became known or should have become known to Subrecipient in which to remedy such default, and written notice by KHC shall not be a condition to the commencement of such cure period.

8.3 Remedies. Upon the occurrence of an Event of Default and the giving of notice, if required, as described above, KHC shall have the right to exercise concurrently or successively any one or more of the following rights or remedies:

- (i) KHC may suspend Subrecipient's authority to draw Grant Funds, effective immediately upon notice to Subrecipient of such action. At KHC's sole discretion, such suspension shall remain in place throughout any applicable cure period as described herein;
- (ii) If an Event of Default continues after the applicable cure period expires, KHC may terminate this Agreement in whole or in part by delivery of notice that the Agreement is so terminated for failure to cure an Event of Default. In the event of a termination, the Subrecipient's authority to draw Grant Funds will terminate at the date of the notice of termination, and Subrecipient shall have no right, title or interest in or to any remaining Grant Funds;
- (iii) If this Agreement is terminated, KHC may recover or recapture any funds previously paid to Subrecipient;
- (iv) KHC may disallow all or part of the cost of any noncompliant activity; and/or
- (v) KHC may exercise any and all additional rights KHC may have in law or equity.

8.4 Declaration of Default by HUD. In addition to KHC's rights, HUD may also declare an event of default under this Agreement. In the event that HUD determines, in its sole discretion, that an event of default has occurred, it may direct KHC to take action, including:

- (i) obtaining progress schedules for the completion of the Project from Subrecipient which will be submitted to HUD;
- (ii) issuing a letter of warning advising Subrecipient of the default, establishing a date by which corrective actions must be completed, and putting Subrecipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
- (iii) directing Subrecipient to establish and maintain a management plan which assigns responsibility for carrying out remedial actions;
- (iv) directing Subrecipient to suspend, discontinue or not incur costs for the affected activity;
- (v) conditioning a future grant or elect not to provide future funds until the default is cured;
- (vi) reducing or recapturing the Grant Funds;
- (vii) directing Subrecipient to reimburse the program accounts for costs inappropriately charged to the program;
- (viii) continuing the program for which Grant Funds have been allocated through a substitute Subrecipient; or
- (ix) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

SECTION IX

MISCELLANEOUS PROVISIONS

9.1 KHC's Rights Cumulative. The rights and remedies of KHC under this Agreement shall be deemed to be cumulative and shall be in addition to all the rights afforded KHC in law or equity. Any election of any right or remedy will not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy. The rights and remedies available to KHC in the event of a suspension or termination of this Agreement will survive such suspension or termination.

9.2 Recapture: Reduction. KHC reserves the right to reduce or recapture the amount of Grant Funds provided under this Agreement if:

- (i) Subrecipient fails to conform to any revision in the Application of this Agreement;
- (ii) the actual cost for the Project is lower than estimated;
- (iii) Grant Funds are subsequently reduced by the federal government; or
- (iv) Upon occurrence of any default described in Section VIII of this Agreement.

9.3 Governing Law. This Agreement will be governed by and enforced in accordance with the laws of the Commonwealth of Kentucky, unless otherwise preempted by Federal Law.

9.4 Assignment. Subrecipient may not assign its rights or obligations hereunder without the prior written consent of KHC.

9.5 Entire Agreement/Modification. This Agreement, combined with Subrecipient's Application, constitutes the entire understanding between the parties and supersedes any and all prior agreements. No amendment, modification or assignment of this Agreement will be valid and enforceable unless it is in writing and executed by the parties.

9.6 Term of Agreement. This Agreement shall become effective upon the signature of the last party to sign this Agreement. The term of the Agreement is seven (7) months beginning March 1, 2021. As long as neither party objects in writing, this Agreement will remain in effect for a period of one year from the date of completion of the project unless otherwise required by any provision of this Agreement, provided that Subrecipient is not then in default under the provisions of this Agreement. In the event that Subrecipient is in default, this Agreement will not terminate until the default is cured or KHC has exercised its available remedies upon default. This Agreement may be terminated at will by either party upon thirty days advance written notice of cancellation to the other party.

9.7 Promotional Materials. Subrecipient shall ensure that all promotional materials, publications and communications to media related to the Project contain an appropriate acknowledgment of KHC's participation. When applicable, Subrecipient shall prominently display at the site a construction sign that complies with KHC's published guidelines and acknowledges KHC's financial assistance to the Project.

9.8 Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the respective parties and their successors and assigns.

9.9 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (i) delivered to the appropriate last known address by hand or by nationally-recognized overnight courier service (costs prepaid); (ii) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (iii) received or rejected by the addressee, if sent by certified mail, return receipt requested.

9.10 Severability; Survivability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9.11 Jurisdiction; Venue; Service of Process; WAIVER OF JURY TRIAL. Any proceeding arising out of or relating to this Agreement or any contemplated transaction shall be brought in the courts of the Commonwealth of Kentucky, County of Franklin, or, in the United States District Court in Frankfort, Kentucky. Each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement or any transaction contemplated hereby in any other court. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

To indicate the acceptance of the terms of this Agreement, the parties have executed this Agreement as of the date(s) written below.

KENTUCKY HOUSING CORPORATION

BY: _____
Signature

TITLE: _____

DATE: _____

CITY OF PADUCAH

BY: _____
Signature

TITLE: _____

DATE: _____

Exhibit A
Certifications and Assurances (begins on following page)

Agenda Action Form

Paducah City Commission

Meeting Date: April 27, 2021

Short Title: Approve a 2021 Firehouse Subs Public Safety Foundation Grant Application in the amount of \$23,125.80 - **S KYLE**

Category: Municipal Order

Staff Work By: Ty Wilson, April Tinsman

Presentation By: Steve Kyle

Background Information: Firehouse Subs Public Safety Foundation is dedicated to improving the lifesaving capabilities and the lives of local heroes and their community by funding: Lifesaving equipment, prevention education, scholarships and continued education, support for members of the military, and disaster preparedness and disaster relief. Applicants must be located within 60 miles of a Firehouse Subs restaurant and the grant requests must be between \$15,000 and \$25,000.

The Paducah Fire Department is seeking a grant from the Firehouse Subs Grant Program for the purchase of an ATV vehicle to be used for rescues and medical calls in secluded areas and places where regular fire apparatus can not travel to. It can be also be utilized on the Greenway Trail and at festivals and community events. The request will be for \$23,125.80. 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: There is no communication plan at this time.

Funds Available: Account Name:
Account Number:

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

Attachments:

1. MO app-2021 Firehouse Subs Grant ATV

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A 2021
FIREHOUSE PUBLIC SAFETY FOUNDATION GRANT FOR THE PURCHASE OF AN
ATV VEHICLE FOR THE PADUCAH FIRE DEPARTMENT THE AMOUNT OF \$23,125.80
AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners hereby authorizes the execution and
submission of an application and all documents relating to same, requesting a 2021 Firehouse
Public Safety Foundation Grant in the amount of \$23,125.80 for the purchase of an ATV vehicle
to be used for rescues and medical calls for the Paducah Fire Department. No local or in-kind
match is required.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 27, 2021
Recorded by Lindsay Parish, City Clerk, April 27, 2021
\\mo\grants\app-2021 Firehouse Subs Grant ATV

Agenda Action Form

Paducah City Commission

Meeting Date: April 27, 2021

Short Title: Authorize up to \$100,000 in grant funds to Marian Group for roof stabilization at the Dunlap Apartments (Walter Jetton School) - **K AXT**

Category: Municipal Order

Staff Work By: Katie Axt

Presentation By: Katie Axt

Background Information:

The Dunlap Apartment Project is located at the former Walter Jetton Junior High School at 401 Walter Jetton Blvd. The Marian Group, a Louisville-based real estate developer, is planning to invest \$14.5 million in the historic site to rehabilitate 42 workforce housing units, restore the concert hall for the Paducah Symphony Orchestra, and create a conservatory for music training and education. The Marion Group requests up to \$100,000 to undertake much need roof rehabilitation. Staff recommends approval. Project construction will start this summer and is expected to be completed in 18 months.

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

If yes, please list the Commission Priority:

- Southside Neighborhood Initiative
- Housing

Communications Plan: Press release following execution of grant agreement.

Funds Available: Account Name: CM Contingency

Account Number: 10000106 524500

Staff Recommendation: Approve

Attachments:

1. MO grant agreement – Marian Group – Dunlap Apartments Walter Jetton Building
2. Grant Award Letter 4.27.21 (002)
3. Attachment 3 Lien Release REV2020
4. Attachment 1 Roofing Proposal 4.9.21 (004)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE EXECUTION OF A GRANT
AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE MARIAN GROUP IN THE
AMOUNT UP TO \$100,000 FOR ROOF STABILIZATION FOR THE DUNLAP APARTMENTS
(WALTER JETTON SCHOOL)

WHEREAS, The Marion Group, a Louisville-based real estate developer, is planning to invest \$14.5 million in the historic building formerly known as the Walter Jetton Junior High School located at 401 Walter Jetton Boulevard; and

WHEREAS, The Marion Group plans to rehabilitate 60 workforce housing units, restore the concert hall for the Paducah Symphony Orchestra, and create a conservatory for music training and education; and

WHEREAS, The Marion Group has requested \$100,000 to undertake a roof rehabilitation for the property; and

WHEREAS, the City Commission now desires to enter into a grant agreement with The Marion Group to assist with the revitalization of the historic property.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

SECTION 1. That the Board of Commissioners of the City of Paducah hereby approves a grant for The Marion Group roof rehabilitation for the Dunlap Apartments (Walter Jetton School) located at 401 Walter Jetton Boulevard in an amount up to \$100,000 in accordance with the grant agreement letter and scope of work.

SECTION 2. This grant shall be paid through the City Manager's Contingency Account No. 10000106 524500.

SECTION 3. Effective Date. This Order shall be in full force and effect on and after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

MO\ grant agreement – Marian Group – Dunlap Apartments Walter Jetton Building

Agenda Action Form

Paducah City Commission

Meeting Date: April 27, 2021

Short Title: Acquisition of Permanent Right of Way and Permanent Utility and Drainage Easement located at 3801 Hansen Road for the Buckner Lane Bridge Project - **R MURPHY**

Category: Municipal Order

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: Recently, negotiations have been conducted in good faith with Elizabeth Seaton, the property owner at 3801 Hansen Road regarding the acquisition of a portion of right-of-way and a public utility and drainage easement (Parcel #1 & #2) as required for the Buckner Lane Bridge Improvement Project. Subsequently, Ms. Seaton agreed to convey a portion of her property (Parcel #1) for right of way consisting of 0.108 acres (4692.527 sq. ft.), and a portion of her property (Parcel #2) for a right of way consisting of 0.188 acres (8180.337 sq. ft.), and also to grant a permanent public utility and drainage easement (Parcel #2) consisting of 0.081 acres (3511.992 sq. ft.) to the City of Paducah for the total monetary consideration of \$5,137.00.

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

If yes, please list the Commission Priority: Stormwater

Communications Plan: Working individually with adjacent property owners. Will coordinate public service announcements with the Communications Manager.

Funds Available: Account Name: Buckner Lane Bridge

Account Number: PF0078

Staff Recommendation: To adopt a Municipal Order authorizing the Mayor to execute a Deed of Conveyance and all related documents on behalf of the City of Paducah with Elizabeth Seaton to acquire a portion of real property located at 3801 Hansen Road (Parcel #1 & #2) as right-of-way and a permanent public utility and drainage easement in consideration of \$5,137.00 for the Buckner Lane Bridge Improvement Project.

Attachments:

1. MO prop pur – 3801 Hansen Road (Buckner Lane Bridge Project)
2. Seaton parcel 1 deed
3. Seaton parcel 1 title letter
4. Seaton parcel 2 deed
5. Seaton parcel 2 title letter

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE AND ALL DOCUMENTS NECESSARY TO ACQUIRE A PORTION OF REAL PROPERTY LOCATED AT 3801 HANSEN ROAD FOR PURCHASE PRICE OF \$5,137 TO BE USED AS RIGHT-OF-WAY AND PERMANENT PUBLIC UTILITY AND DRAINAGE EASEMENT FOR THE BUCKNER LANE BRIDGE PROJECT
BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a Deed of Conveyance on behalf of the City of Paducah with Elizabeth Seaton to acquire a portion of real property located at 3801 Hansen Road (Parcel #1 & #2) as right-of-way and a permanent public utility and drainage easement for and in consideration of \$5,137 for the Buckner Lane Bridge Improvement Project.

SECTION 2. This expenditure shall be charged to the Buckner Lane Bridge Project Account PF0078.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 27, 2021
Recorded by Lindsay Parish, City Clerk, April 27, 2021
\\mo\prop pur – 3801 Hansen Road (Buckner Lane Bridge Project)

----- D E E D -----

THIS DEED OF CONVEYANCE made and entered into on this the ____ day of _____, 2021, by and between **ELIZABETH HURST SEATON, unmarried**, of 3801 Hansen Road, Paducah, KY 42001 ("Grantor"); and the **CITY OF PADUCAH, KENTUCKY, a Municipal Corporation of the Second Class**, of P.O. Box 2267, Paducah, KY 42002-2267 ("Grantee").

WITNESSETH:

THAT FOR the full and actual consideration of the sum of One thousand, six-hundred, forty-two Dollars (\$ 1642.00), cash in hand paid, by the Grantee to the Grantor, the receipt and sufficiency of which are hereby acknowledged; the Grantor has this day bargained and sold and does by these presents hereby bargain, sell, alien, and convey unto the Grantee, its successors and assigns, the following-described real property, lying and being in McCracken County, Kentucky, and more particularly described as follow, to-wit:

PERMANENT RIGHT OF WAY

Being a parcel of land located in Paducah, KY and being more particularly described as follows:

Beginning at a point 40.00 feet left of Buckner Lane at Station 9+85.35 thence North 16°16'28" East a distance of 272.65 feet to a point 40.00 feet left of Buckner Lane at Station 12+58.00 thence South 63°04'52" East a distance of 17.51 feet to a point 22.79 feet left of Buckner Lane at Station 12+54.77 thence South 16°16'55" West a distance of 273.22 feet to a point 22.83 feet left of Buckner Lane at Station 9+81.55 thence North 61°13'40" West a distance of 17.59 feet to a point 40.00 feet left of Buckner Lane at Station 9+85.35 and the POINT OF BEGINNING.

The above described parcel contains 0.108 acres (4692.527 sq. ft.)

Being in all respects a part of the same property conveyed to Paul Moffitt Seaton and his wife, Elizabeth Hurst Seaton, by deed dated August 1, 1969, and recorded August 2, 1969, in Deed Book 511, page 489, McCracken County Clerk's Office. Paul Moffitt Seaton predeceased Elizabeth Hurst Seaton. Pursuant to the survivorship provisions in the aforementioned deed, title to the property vested solely in his wife, Elizabeth Hurst Seaton, at his death.

It is understood by the parties hereto and made a covenant herein that the above written parcel described above is conveyed in fee simple.

The acquisition of the herein described right of way is for the purposes of the improvement of the Buckner Lane Bridge Replacement for the City of Paducah, Kentucky. The plans for this roadway improvement are on file in the Engineering Department, City of Paducah, Kentucky.

TO HAVE AND TO HOLD the herein-described property, together with all improvements thereon and all rights, easements, and appurtenances thereunto in anywise appertaining, unto the Grantee, its successors and assigns forever.

The Grantor covenants to and with the Grantee that she is well and truly seized of the fee simple title to the herein-described property, and does make this conveyance under COVENANT OF GENERAL WARRANTY, subject to covenants, restrictions and easements of record.

CONSIDERATION CERTIFICATE: By signing below, the Grantor and Grantee hereby acknowledge that the consideration stated hereinabove is the full actual consideration for the transfer of the subject property. The Grantee joins this deed for the sole purpose of certifying the consideration.

IN TESTIMONY WHEREOF, the Grantor and Grantee have hereunto set their hands on this the day and year first written.

ELIZABETH HURST SEATON

City of Paducah, Kentucky

By: _____
George P. Bray, Mayor

COMMONWEALTH OF KENTUCKY)
)
) :SS.
COUNTY OF _____)

The foregoing Deed and Consideration Certificate were subscribed, sworn to and acknowledged before me by **the Grantor, ELIZABETH HURST SEATON**, on this the ____ day of _____, 2021.

My commission expires: _____
Notary ID # _____

NOTARY PUBLIC
KENTUCKY STATE AT LARGE

COMMONWEALTH OF KENTUCKY)
)
) ss.
COUNTY OF _____)

The foregoing Consideration Certificate was subscribed, sworn to and acknowledged before me by the **Grantee, CITY OF PADUCAH, KENTUCKY**, by and through its **Mayor, George P. Bray**, on this the _____ day of _____, 2021.

My commission expires: _____
Notary ID # _____

NOTARY PUBLIC
KENTUCKY STATE AT LARGE

I hereby certify that this instrument has been prepared by:

Law Offices

McMurry and Livingston, PLLC
201 Broadway, P. O. Box 1700
Paducah, KY 42002-1700
(270) 443-6511

By: Whitney J. Denson
Whitney J. Denson

MCMURRY & LIVINGSTON, PLLC

ATTORNEYS AT LAW

201 BROADWAY

P. O. BOX 1700

PADUCAH, KENTUCKY 42002-1700

DAVID C. BOOTH
STEPHEN E. SMITH, JR.
PHILLIP L. LITTLE
G. KENT PRICE
KERRY D. SMITH
ZACHARY D. MCMILLAN
WHITNEY J. DENSON
WARNER T. WHEAT
HILLARY C. LANDRY

MILTON M. LIVINGSTON, JR.
W. FLETCHER MCMURRY SCHROCK
OF COUNSEL

W. PELHAM MCMURRY
(1925-2000)

TELEPHONE (270) 443-6511
FACSIMILE (270) 443-6548

February 24, 2021

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

Attn: Melanie Townsend, Engineering Project Manager

Re: Tract of property located at 3801 Hansen Road, McCracken County, Kentucky
Parcel 1 on Right of Way Plans for Buckner Ln. Bridge Replacement
Tax Parcel ID No. 087-30-01-006

Dear Ms. Townsend:

Pursuant to your request, I have performed a title examination for the property described in Exhibit "A" attached hereto (the Subject Property) for the period of time hereinafter specified. On the basis of my title examination, I hereby certify that the fee simple, merchantable title to the Subject Property was at the completion of my examination, as appears of record or as is known to me, vested in **Elizabeth Hurst Seaton**. By deed dated August 1, 1969, and recorded August 2, 1969, in Deed Book 511, page 489, in the McCracken County Clerk's Office, the Subject Property was conveyed to Paul Moffitt Seaton and his wife, Elizabeth Hurst Seaton, in survivorship. Paul Moffitt Seaton predeceased Elizabeth Hurst Seaton. Pursuant to the survivorship provisions in the aforementioned deed, title to the Subject Property vested solely in his wife, Elizabeth Hurst Seaton, at his death. The Subject Property is free and clear of all defects which, in my opinion, materially affect the merchantability of said title, and free and clear of all liens, encumbrances, and restrictions except as hereinafter set forth. This certification is subject to the Special Exceptions and the Standard Exceptions set forth below.

SPECIAL EXCEPTIONS

1. My title examination covers a period of thirty years, up to and including the 22nd day of February, 2021, at 8:29 a.m., and does not purport to cover any instruments lodged for record outside the stated period of time.
2. By revolving credit mortgage dated September 13, 2000, and recorded September 19, 2000, in Mortgage Book 708, page 75, in the office of the McCracken County Clerk, the

City of Paducah
February 24, 2021

Subject Property was mortgaged by Elizabeth Hurst Seaton, a widow, to The Paducah Bank and Trust Company, to secure an indebtedness in the original principal amount of \$250,000.00. By addendum recorded October 15, 2015, in Mortgage Book 1479, page 101, and re-recorded October 27, 2015, in Mortgage Book 1480, page 124, and re-recorded November 3, 2015, in Mortgage Book 1450, page 664, in the aforesaid clerk's office, the aforementioned mortgage was renewed in the amount of \$100,000.00 and the maturity date extended. This mortgage has not been released and represents a lien upon the Subject Property.

3. By instrument dated February 9, 2004, and recorded February 11, 2004, in Deed Book 1031, page 470, aforesaid clerk's office, Elizabeth H. Seaton granted a right-of-way permit in favor of Western Kentucky Gas Company, a division of Atmos Energy Corporation, which affects the Subject Property.

4. The Subject Property is subject to those matters shown on the plat of record in Plat Book "K", page 138, aforesaid clerk's office.

5. If Elizabeth Hurst Seaton is married, her spouse has an inchoate dower/curtesy interest in the Subject Property and it will be necessary that her spouse join in any conveyance of the Subject Property.

6. I have found the taxes assessed against the Subject Property by the County of McCracken, State of Kentucky, paid through 2020. The 2021 state and county taxes are not yet due and payable, but constitute a lien upon the Subject Property.

STANDARD EXCEPTIONS

1. This certification is limited to a review of the records found within the direct chain of title for the Subject Property in the indices maintained by the County Court Clerk's Office, of the county in which the majority of the Subject Property is located.

2. This certification is made subject to whatever state of facts might be revealed by an accurate survey of the property.

3. This certification is made subject to any existing tenancy or holding in adverse possession; however, no leases appear of record, except as specifically mentioned in this title letter.

4. This certification is made subject to any easements, restrictions, covenants or negative servitudes existing of record or otherwise which are not in the direct chain of title of the Subject Property; particularly, this certification does not cover any covenants or restrictions of a common grantor not involving the Subject Property.

5. This certification is made subject to statutory mechanics' liens, if any, accrued but not filed. If any work has been done or material furnished within the last six months, or work

City of Paducah
February 24, 2021

begun on a project yet unfinished, waivers of liens should be furnished to you executed by all persons, firms or corporations who performed labor or furnished materials in connection therewith.

6. This certification excludes and no opinion is given as to (A) any law, ordinance or governmental regulation relating to toxic, hazardous substance/waste, environmental compliance or environmental protection matters, (B) any law, ordinance or governmental regulation (including but not limited to building and zoning laws) restricting, regulating or prohibiting the occupancy, use or enjoyment of the property, or (C) the effect of any violation of the aforementioned matters, unless notice of the enforcement thereof or a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Subject Property has been recorded in the aforesaid county court clerk's office during the period covered by this title examination.

7. This certification is made subject to the truth and accuracy of statements made in the documents reviewed in performing this title examination including, but not limited to, representations concerning marital status and the heirs-at-law of current and prior owners of the Subject Property.

8. The undersigned has examined title to the Subject Property solely for the purpose of determining the status of ownership of the Subject Property. In the event this letter is addressed to a lender, the undersigned has not been requested to and has not evaluated the financial soundness of the borrower or the sufficiency of value of the property as collateral for any loan, and expressly disclaims any liability for the decision to enter into the loan, which decision is completely the responsibility of the lender.

This title opinion is issued solely for the use of the addressee. This title opinion is not to be used by anyone else or for any other purpose. Liability on this certification is strictly limited to the cost of the search.

Very truly yours,

McMURRY & LIVINGSTON, PLLC



Whitney J. Denson

E-Mail Address: whitneydenson@ml-lawfirm.com

Attachment

EXHIBIT "A"

Being the 1.73 acre tract, more or less, as shown on the Waiver of Subdivision Plat for Paul M. Seaton, of record in Plat Book "K", page 138, McCracken County Clerk's Office.

----- DEED AND PERMANENT EASEMENT-----

THIS DEED OF CONVEYANCE made and entered into on this the ____ day of _____, 2021, by and between **ELIZABETH J. SEATON, unmarried**, of 3801 Hansen Road, Paducah, KY 42001 ("Grantor"); and the **CITY OF PADUCAH, KENTUCKY, a Municipal Corporation of the Second Class**, of P.O. Box 2267, Paducah, KY 42002-2267 ("Grantee").

WITNESSETH:

THAT FOR the full and actual consideration of the sum of Three thousand, four hundred, ninety-five Dollars (\$ 3,495.00), cash in hand paid, by the Grantee to the Grantor, the receipt and sufficiency of which are hereby acknowledged; the Grantor has this day bargained and sold and does by these presents hereby bargain, sell, alien, and convey unto the Grantee, its successors and assigns, the following-described real property, lying and being in McCracken County, Kentucky, and more particularly described as follow, to-wit:

PERMANENT RIGHT OF WAY

Being a parcel of land located in Paducah, KY and being more particularly described as follows:

Beginning at a point 40.00 feet left of Buckner Lane at Station 12+58.00 thence North 16°16'28" East a distance of 469.17 feet to a point 40.00 feet left of Buckner Lane at Station 17+27.17 thence South 65°04'15" East a distance of 17.84 feet to a point 22.36 feet left of Buckner Lane at Station 17+24.49 thence South 16°19'35" West a distance of 469.72 feet to a point 22.79 feet left of Buckner Lane at Station 12+54.77 thence North 63°04'52" West a distance of 17.51 feet to a point 40.00 feet left of Buckner Lane at Station 12+58.00 and the POINT OF BEGINNING.

The above described parcel contains 0.188 acres (8180.337 sq. ft.)

Being in all respects a part of the same property conveyed to Elizabeth J. Seaton by deed dated and recorded July 16, 1992, in Deed Book 773, page 644, McCracken County Clerk's Office

It is understood by the parties hereto and made a covenant herein that the above written parcel described above is conveyed in fee simple.

The acquisition of the herein described right of way is for the purposes of the improvement of the Buckner Lane Bridge Replacement for the City of Paducah, Kentucky. The plans for this roadway improvement are on file in the Engineering Department, City of Paducah, Kentucky.

In consideration of the aforementioned premises, Grantor also does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, a perpetual public utility and drainage easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove public utility lines with all rights in ingress, egress, and regress over and across real property owned by the Grantor, being a portion of the same previously described tract of land mentioned herein. Said perpetual permanent utility and drainage easement shall be described as follows:

PERMANENT UTILITY AND DRAINAGE EASEMENT

Being a parcel of land located in Paducah, KY and being more particularly described as follows:

Beginning at a point 130.00 feet left of Buckner Lane at Station 17+20.00 thence North 16°16'28" East a distance of 20.87 feet to a point 130.00 feet left of Buckner Lane at Station 17+40.87 thence South 65°04'15" East a distance of 91.04 feet to a point 40.00 feet left of Buckner Lane at Station 17+27.17 thence South 16°16'28" West a distance of 57.17 feet to a point 40.00 feet left of Buckner Lane at Station 16+70.00 thence North 44°40'16" West a distance of 102.96 feet to a point 130.00 feet left of Buckner Lane at Station 17+20.00 and the POINT OF BEGINNING.

The above described parcel contains 0.081 acres (3511.992 sq. ft.).

The grant of this easement is subject to existing easements for roads and other utilities, if any, and Grantee shall, at its expense, repair all damage and surface damage including, by not limited to, settlement, erosion, or washing to Grantor's property occasioned by the road construction and by the construction of the utility lines, mains, and appurtenances, and occurring within one year of completion the construction referred to herein, including, but not limited to, grading, filling, leveling, sodding, and seeding as may be reasonably required in the sole judgement of the Grantor.

TO HAVE AND TO HOLD the herein-described property, together with all improvements thereon and all rights, easements, and appurtenances thereunto in anywise appertaining, unto the Grantee, its successors and assigns forever.

The Grantor covenants to and with the Grantee that she is well and truly seized of the fee simple title to the herein-described property, and does make this conveyance under COVENANT OF GENERAL WARRANTY, subject to covenants, restrictions and easements of record.

CONSIDERATION CERTIFICATE: By signing below, the Grantor and Grantee hereby acknowledge that the consideration stated hereinabove is the full actual consideration for the transfer of the subject property. The Grantee joins this deed for the sole purpose of certifying the consideration.

IN TESTIMONY WHEREOF, the Grantor and Grantee have hereunto set their hands on this the day and year first written.

GRANTOR:

ELIZABETH HURST SEATON

GRANTEE:

City of Paducah, Kentucky

By: _____
George P. Bray, Mayor

COMMONWEALTH OF KENTUCKY)
)
) :ss.
COUNTY OF _____)

The foregoing Deed and Consideration Certificate were subscribed, sworn to and acknowledged before me by **the Grantor, ELIZABETH HURST SEATON**, on this the _____ day of _____, 2021.

My commission expires: _____
Notary ID # _____

NOTARY PUBLIC
KENTUCKY STATE AT LARGE

COMMONWEALTH OF KENTUCKY)
)
) ss.
COUNTY OF)

The foregoing Consideration Certificate was subscribed, sworn to and acknowledged before me by the **Grantee, CITY OF PADUCAH, KENTUCKY**, by and through its **Mayor, George P. Bray**, on this the _____ day of _____, 2021.

My commission expires: _____
Notary ID # _____

NOTARY PUBLIC
KENTUCKY STATE AT LARGE

I hereby certify that this instrument has been prepared by:

Law Offices

McMurry and Livingston, PLLC
201 Broadway, P. O. Box 1700
Paducah, KY 42002-1700
(270) 443-6511

By: Whitney J. Denson
Whitney J. Denson

MCMURRY & LIVINGSTON, PLLC

ATTORNEYS AT LAW

201 BROADWAY

P. O. BOX 1700

PADUCAH, KENTUCKY 42002-1700

DAVID C. BOOTH
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MILTON M. LIVINGSTON, JR.
W. FLETCHER MCMURRY SCHROCK
OF COUNSEL

W. PELHAM MCMURRY
(1925-2000)

TELEPHONE (270) 443-6511
FACSIMILE (270) 443-6548

February 24, 2021

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

Attn: Melanie Townsend, Engineering Project Manager

Re: Tract of property located at 5301 Buckner Lane, McCracken County, Kentucky
Parcel 2 on Right of Way Plans for Buckner Ln. Bridge Replacement
Tax Parcel ID No. 087-30-01-005

Dear Ms. Townsend:

Pursuant to your request, I have performed a title examination for the property described in Exhibit "A" attached hereto (the Subject Property) for the period of time hereinafter specified. On the basis of my title examination, I hereby certify that the fee simple, merchantable title to the Subject Property was at the completion of my examination, as appears of record or as is known to me, vested in **Elizabeth J. Seaton**, by deed dated and recorded July 16, 1992, in Deed Book 773, page 644, McCracken County Clerk's Office, free and clear of all defects which, in my opinion, materially affect the merchantability of said title, and free and clear of all liens, encumbrances, and restrictions except as hereinafter set forth. This certification is subject to the Special Exceptions and the Standard Exceptions set forth below.

SPECIAL EXCEPTIONS

1. My title examination covers a period of thirty years, up to and including the 22nd day of February, 2021, at 8:29 a.m., and does not purport to cover any instruments lodged for record outside the stated period of time.

2. By instrument dated February 9, 2004, and recorded February 11, 2004, in Deed Book 1031, page 471, McCracken County Clerk's Office, Elizabeth H. Seaton granted a right-of-way permit to Western Kentucky Gas Company, a division of Atmos Energy Corporation, which affects the Subject Property.

City of Paducah
February 24, 2021

3. By instrument dated May 27, 2016, and recorded August 17, 2016, in Deed Book 1327, page 439, aforesaid clerk's office, Elizabeth J. Seaton, unmarried, granted a permanent utility easement and temporary construction easement to Commissioners of Water Works, the City of Paducah, d/b/a Paducah Water, which affects the Subject Property.

4. By instrument dated January 20, 1988, and recorded February 8, 1988, in Deed Book 710, page 387, aforesaid clerk's office, predecessors in title James D. Seaton and his wife, Nila W. Seaton, granted a sanitary sewer easement to Paul M. Seaton and his wife, Elizabeth J. Seaton.

5. If Elizabeth J. Seaton is married, her spouse has an inchoate dower/curtesy interest in the Subject Property and it will be necessary that her spouse join in any conveyance of the Subject Property.

6. I have found the taxes assessed against the Subject Property by the County of McCracken, State of Kentucky, paid through 2020. The 2021 state and county taxes are not yet due and payable, but constitute a lien upon the Subject Property.

STANDARD EXCEPTIONS

1. This certification is limited to a review of the records found within the direct chain of title for the Subject Property in the indices maintained by the County Court Clerk's Office, of the county in which the majority of the Subject Property is located.

2. This certification is made subject to whatever state of facts might be revealed by an accurate survey of the property.

3. This certification is made subject to any existing tenancy or holding in adverse possession; however, no leases appear of record, except as specifically mentioned in this title letter.

4. This certification is made subject to any easements, restrictions, covenants or negative servitudes existing of record or otherwise which are not in the direct chain of title of the Subject Property; particularly, this certification does not cover any covenants or restrictions of a common grantor not involving the Subject Property.

5. This certification is made subject to statutory mechanics' liens, if any, accrued but not filed. If any work has been done or material furnished within the last six months, or work begun on a project yet unfinished, waivers of liens should be furnished to you executed by all persons, firms or corporations who performed labor or furnished materials in connection therewith.

6. This certification excludes and no opinion is given as to (A) any law, ordinance or governmental regulation relating to toxic, hazardous substance/waste, environmental compliance or environmental protection matters, (B) any law, ordinance or governmental regulation (including

City of Paducah
February 24, 2021

but not limited to building and zoning laws) restricting, regulating or prohibiting the occupancy, use or enjoyment of the property, or (C) the effect of any violation of the aforementioned matters, unless notice of the enforcement thereof or a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Subject Property has been recorded in the aforesaid county court clerk's office during the period covered by this title examination.

7. This certification is made subject to the truth and accuracy of statements made in the documents reviewed in performing this title examination including, but not limited to, representations concerning marital status and the heirs-at-law of current and prior owners of the Subject Property.

8. The undersigned has examined title to the Subject Property solely for the purpose of determining the status of ownership of the Subject Property. In the event this letter is addressed to a lender, the undersigned has not been requested to and has not evaluated the financial soundness of the borrower or the sufficiency of value of the property as collateral for any loan, and expressly disclaims any liability for the decision to enter into the loan, which decision is completely the responsibility of the lender.

This title opinion is issued solely for the use of the addressee. This title opinion is not to be used by anyone else or for any other purpose. Liability on this certification is strictly limited to the cost of the search.

Very truly yours,

McMURRY & LIVINGSTON, PLLC



Whitney J. Denson

E-Mail Address: whitneydenson@ml-lawfirm.com

Attachment

EXHIBIT "A"

Beginning at a stake 20 ft. from the center of Buckner Lane 279 ft. from 20 ft. in the center of the Hansen Road and Buckner Lane Road continuing along the West property line of Buckner Lane a distance of 469.8 ft. to center of Crooked Creek, passing through an iron rod on the South bank of said creek (said iron rod being 21 ft. South of the East line of said creek); thence at an inferior angle of 99 degrees East 10 minutes and in a westerly direction and along the East line of said creek a distance of 209.4 ft. to a point in the East line of said creek; thence at an inferior angle of 88 degrees 31 minutes at a Southerly direction a distance of 26 ft. to an iron pipe on the bank; thence continuing on same line a total distance of 459.32 ft. to an iron bar (Lucie Swift's North property line last described line being the East line of West View Terrace Subdivision) thence at an inferior angle of 93 degrees 4 minutes and in an Easterly direction and along Lucie Swift's North property line a distance of 272.5 ft. to an iron rod in the North property line of Buckner Lane and to the point of beginning; forming an inferior angle of 79 degrees and 15 minutes containing 2.76 acres.

Agenda Action Form

Paducah City Commission

Meeting Date: April 27, 2021

Short Title: Approve agreement with Federal Engineering, Inc to refresh the report for 911 radio project.
\$52,500 - **B LAIRD**

Category: Municipal Order

Staff Work By: Justin Crowell, Robyn Hood, Brian Laird

Presentation By: Brian Laird

Background Information: Federal Engineering (FE) was retained by the City in 2016 to assist with procuring and implementing a new radio system, 911 call-taking and dispatch equipment and computer- aided dispatch (CAD) system. The radio system is the only component left to replace and was placed on hold due to funding. This updated agreement between the City and FE will update and refresh the "*Radio Systems Needs Assessment and Alternates Report*" FE provided to the City on January 20, 2017. The refresh will include any updated requirements, cost information, and alternative solutions. Total cost is \$52,500. It is estimated to take up 12 weeks from the project start date.

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

If yes, please list the Commission Priority: 911 Radio/Tower Upgrades and Operational Funding

Communications Plan:

Funds Available: Account Name: E911 CAD Upgrade

Account Number: E91105

Staff Recommendation: Approval

Attachments:

1. MO 911 Federal Engineering Amendment 8
2. City of Paducah AMD 8 Revised 20210317.signed by fe

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND APPROVING AMENDMENT NO. 8 TO THE PROFESSIONAL CONSULTING AGREEMENT WITH FEDERAL ENGINEERING, INC., RELATED TO AN UPGRADED 911 SYSTEM IN AN AMOUNT OF \$52,500, TO REFRESH THE REPORT FOR THE 911 RADIO PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT

WHEREAS, by Ordinance No. 2016-8-8401, the City of Paducah retained Federal Engineering, Inc., to perform consulting work for the City of Paducah related to the upgrade of the Paducah 911 System; and

WHEREAS, by Ordinance No. 2018-4-8528 the City of Paducah authorized amendments to the Professional Consulting Agreement; and

WHEREAS, the City now desires to amend the Professional Services Agreement to refresh and update the requirements, cost information and alternative solutions related to the radio system.

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

SECTION 1. That the City hereby authorizes and approves Amendment No. 8 to the Professional Consulting Agreement with Federal Engineering, Inc., in an amount of \$52,500, for updating the “Radio Systems Needs Assessment and Alternates Report” to include updated requirements, cost information and alternative solutions related to the 911 radio system, and authorizes the Mayor to execute said agreement.

SECTION 2. This agreement shall be funded through the E911 CAD Upgrade Project Account Number E91105.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 27, 2021
Recorded by Lindsay Parish, City Clerk, April 27, 2021
MO\911 Federal Engineering Amendment 8

Agenda Action Form Paducah City Commission

Meeting Date: April 27, 2021

Short Title: Authorize the Application for an Entertainment Destination Center in Downtown Paducah - **K BYERS**

Category: Ordinance

Staff Work By: Kathryn Byers, Katie Axt, Pam Spencer, Lindsay Parish
Presentation By: Kathryn Byers

Background Information: As a follow up from our Entertainment Destination Center discussion on March 23rd, staff has worked with Denton Law Firm in putting together an Entertainment Destination Center ordinance. Once implemented, this ordinance will allow staff to apply for licensure with the state.

In accordance with the feedback the team received, the proposed EDC operation hours have changed to 6:00 a.m. - 12:00 midnight. Additionally, very slight changes have been made to the boundary to improve pedestrian safety and enhance walkability.

The fee for the State license is \$2,500 annually. The up front cost will be paid from the Planning Department Other Contracts Account, with ongoing annual budgeting coming out of the City Clerk's Office Other Contracts Account. These annual costs will be recouped through participation agreement fees with local participating vendors.

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

If yes, please list the Commission Priority: Downtown

Communications Plan: Preliminary high-level engagement meetings with stakeholders, FAQ for Commissioners and Public, City Project Webpage, send comments to edc@paducahky.gov, March 23rd: City Commission Meeting to discuss Paducah's EDC proposal, April 6th: Introduce ordinance authorizing Mayor to apply with Kentucky Department of Alcoholic Beverage Control, and implement EDC upon state approval, publicize process through legal ad and 30-day comment period, once approved by City and State, continue to educate and celebrate EDC approval.

Funds Available: Account Name: Planning - Other
Clerk - Other

Account Number: 1000-1202-523070
1000-0601-523070

Staff Recommendation: Approval

Attachments:

1. Entertainment Destination Center Alcohol Ordinance 4-21

CITY OF PADUCAH
ORDINANCE NO. 2021-_____-_____

**AN ORDINANCE ESTABLISHING AN ENTERTAINMENT
DESTINATION CENTER IN THE DOWNTON OF PADUCAH AND
FURTHER DIRECTING THE CITY OF PADUCAH TO APPLY FOR AN
ENTERTAINMENT DESTINATION CENTER LICENSE FROM THE
COMMONWEALTH OF KENTUCKY DEPARTMENT OF ALCOHOLIC
BEVERAGE CONTROL AND FURTHER ESTABLISHING THE
REQUIREMENTS FOR LICENSEES TO SELL ALCOHOLIC
BEVERAGES WITHIN THE ENTERTAINMENT DESTINATION
CENTER.**

WHEREAS, KRS 243.030(21) authorizes the issuance of an Entertainment Destination Center (EDC) License by the Commonwealth of Kentucky Department of Alcoholic Beverage Control; and

WHEREAS, the City meets the requirements under KRS 243.030(21) and 804 KAR 4:370 to enact an EDC; and

WHEREAS, the City seeks to create an EDC within its downtown for which it shall apply for and obtain a license from the Commonwealth of Kentucky Department of Alcoholic Beverage Control; and

WHEREAS, the Entertainment Destination Center will build upon 20 years of revitalization and redevelopment initiatives for our historic Downtown and riverfront; and

WHEREAS, in addition to the Artist Relocation Project, Completion of Flood Wall Murals, Riverfront Development Plan, Renaissance Area Master Plan, Transient Boat Dock, Schultz Park, Paducah Main Street and Downtown Development Grants, Paducah Commons Small Area Master Plan, Greenway Trail, Opportunity Zones, BUILD Grant: Leveraging Connectivity, City Block Redevelopment Project and Town Square, and Paducah Tax Increment Finance District, the creation of an EDC in downtown Paducah will aid in the economic growth of tourism in the City; and

WHEREAS, the Entertainment Destination Center is a catalyst project that will draw people to our Downtown, strengthening our existing local businesses and attracting new businesses and entrepreneurs; and

WHEREAS, a newly established Entertainment Destination Center will boost our restaurant and hospitality industries by allowing customers to take to-go drinks and stroll our historic streets, browse the windows of our local boutiques, watch the towboats on the water, and partake in outdoor events; and

WHEREAS, the City further seeks to establish the requirements for a licensee to sell alcoholic beverages within the EDC.

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

Section 1. A new Article shall be created in Chapter 6 of the City of Paducah, Kentucky Code of Ordinances which shall be titled "Entertainment Destination Center" to state as follows:

The geographical boundaries of the Entertainment Destination Center (EDC) in the City of Paducah lies within the following description:

**CITY OF PADUCAH
ENTERTAINMENT DESTINATION CENTER (EDC) BOUNDARY DISTRICT
LEGAL DESCRIPTION**

An area to be known as the EDC containing 109.40 Acres located on the northeasterly side of the City of Paducah on the banks of the Ohio River and more particularly bounded and described as follows:

Beginning at a point in the centerline intersection of South 3rd Street and Clark Street in the City of Paducah, said point being the southernmost corner of the herein described tract; THENCE FROM SAID POINT OF BEGINNING and running in a northwesterly direction with the centerline of South 3rd Street, N 24°56'04" W a distance of 823.53 feet to a point in the centerline of Kentucky Avenue; thence with the centerline of said Avenue and in a southwesterly direction S 65°01'01" W a distance of 490.16 feet to a point, said point being approximately 72 feet and perpendicular from the intersection of said Avenue and South 4th Street; thence running parallel with South 4th Street N 24°31'24" W a distance of 315.49 feet to a point that is located approximately 100 feet from centerline of Broadway Street as measured perpendicularly; thence running parallel with said street S 65°39'29" W a distance of 338.10 feet to a point in the centerline of South 5th Street; thence running with the centerline of said street and passing Broadway Street, N 24°21'17" W a distance of 159.42 feet to a point in the centerline of said North 5th Street and being approximately 65 feet from Broadway as measured perpendicularly; thence running parallel with said street N 63°54'02" E a distance of 286.85 feet to a point that is approximately 118 feet from the centerline of North 4th Street as measured perpendicularly; thence running parallel with said street N 24°43'58" W a distance of 1581.32 feet to a point in the centerline of Harrison Street; thence running with the centerline of said street N 64°21'50" E a distance of 328.59 feet to a point, the centerline intersection of said street and North Loop Road; thence running with the centerline of said road N 56°49'34" W a distance of 405.28 feet to a point, the centerline intersection of said street and North 4th Street; thence running with the centerline of said street N 25°14'12" W a distance of 467.63 feet to a point in the centerline of Park Avenue; thence running with the centerline of said Avenue S 66°12'55" W a distance of 419.55 feet to a point, the intersection of said Avenue with North 5th Street; thence running with the centerline of said street N 25°28'35" W a distance of 479.63 feet to a point, the approximate end of North 5th Street; thence running approximately with the Paducah Flood Wall N 42°37'23" W a distance of 314.75 feet to a point; thence N 32°04'21" E a distance of 191.80 feet to a point; thence N 78°38'47" E a distance of 177.92 feet to a point; thence running parallel with the Ohio River S 68°10'58" E a distance of 301.20 feet to a point; thence continuing parallel to said river S 61°31'34" E a distance of 346.19 feet to a point; thence encompassing the Old Showroom Lounge on the Paducah Riverfront for the following three calls: N 39°00'43" E a distance of 194.23 feet to a point, S 46°28'13" E a distance of 164.54 feet to a point, and S 39°34'22" W a distance of 83.65 feet to a point; thence with the top of bank and parallel with said river S 52°36'04" E a distance of 568.53 feet to a point; thence continuing with top of bank and said river S 48°31'28" E

a distance of 582.81 feet to a point; thence following the 302 foot contour around Schultz Park per Plat recorded in Section M, Page 1260 in the McCracken County Clerk's office for a distance of 1,426.62 feet to point on the top of the bank, thence; thence with the top of bank and parallel to said river for the following four calls: S 42°01'21" E a distance of 369.35 feet to a point, S 38°37'41" E a distance of 248.00 feet to a point, thence S 30°35'58" E a distance of 312.27 feet to a point, and S 27°14'19" E a distance of 362.21 feet to a point in the extended centerline of Kentucky Avenue; thence running with said centerline S 66°44'28" W a distance of 179.53 feet to a point that is 30 feet from South Water Street as measured perpendicularly; thence running parallel with said street S 25°26'27" E a distance of 372.43 feet to a point; thence S 50°10'24" W a distance of 34.07 feet to a point in the centerline of said street; thence running with the centerline of said street S 12°29'44" W a distance of 360.02 feet to a point; thence S 02°44'09" E a distance of 160.97 feet to a point in the centerline of Clark Street; thence running with centerline of said street S 64°54'20" W a distance of 547.91 feet to a point; the point of beginning, having an area of 109.40 acres.

This description was prepared for establishing the City of Paducah EDC Area only and is not to be used for the conveyance of real property. Bearings and distance have not been verified via field survey.



Certain public spaces including, but not limited to, the Lowertown residential areas are excluded from the EDC licensed premises. A map of the EDC is attached hereto as "Exhibit A " and incorporated fully herein.

Section 2. A new section shall be created in Chapter 6 of the City of Paducah, Kentucky Code of Ordinances to state as follows:

- (a) The City of Paducah shall apply to the Commonwealth of Kentucky Department of Alcoholic Beverage Control for an EDC license and shall be the listed licensee.
- (b) The City Manager for City of Paducah shall serve as the administrator of the EDC license.
- (c) An ABC licensee that is located within the EDC and which sells alcoholic beverages shall be required to hold the necessary alcoholic beverage license or licenses for its premises. Only the applicable existing retail drink licenses are required by the State for an ABC licensee to participate in the EDC. There is no additional license required by the State for a business to operate within the EDC.
- (d) To participate in the EDC, an ABC licensee must submit a written application to the City Manager. After verifying that the ABC licensee has met all of the requirements of the EDC, the City Manager shall enter into a written agreement with the ABC licensee to permit their involvement in the EDC.
 - (1) All ABC licensees approved by the City Manager to operate within the EDC must enter into a written agreement with the City in which ABC licensee agrees to indemnify City and hold City harmless for any incidents which occur as a result of the ABC licensee operating within the EDC, as well as naming the City as an additional insured on the ABC licensee's Liquor Liability Insurance Policy and provide the City a written certification evidencing same.
 - (2) All ABC licensees approved by the City Manager to operate within the EDC must pay a yearly fee.
 - (3) All ABC licensees approved by the City Manager to operate within the EDC must provide supplemental training to all servers and bartenders employed by the ABC licensee. The purpose of this supplemental training will be to educate the employees of the additional regulations the business is subject to as part of the EDC. Proof of this required additional training must be submitted to the City Clerk's Office on or before July 15 of each year.
 - (4) Any EDC Agreement shall automatically terminate upon transfer of the ownership of the EDC licensee. Upon such termination, new ownership will be required to reapply for an EDC license if they desire to participate in the EDC.
 - (5) If permission to participate in the EDC is denied by the City Manager, the ABC licensee may file an appeal of the decision to the Board of

Commissioners who will conduct a hearing as to whether to uphold or overturn the decision of the City Manager.

- (e) During EDC operational hours, customers may leave the premises of an ABC licensee with alcoholic beverage drinks and consume those drinks in any entertainment destination center common area or at other licensed EDC premises within the EDC, if permitted by the ABC licensee if the City:
 - (1) Possesses the common area;
 - (2) Provides adequate security for the common area;
 - (3) Ensures that the public streets are controlled in a manner that ensures public safety and pedestrian protection from vehicular traffic; and
 - (4) Has granted written permission for the conduct to participating ABC licensee and has a signed agreement with the City to conduct these activities.
- (f) An ABC licensee shall hold all necessary licenses to sell alcoholic beverages within the EDC on Sundays, if they plan to participate within the EDC on Sundays.
- (g) Participating ABC licensees may prohibit customers from entering their premises with an alcoholic beverage purchased from a different ABC licensee.
- (h) Patrons are prohibited from taking alcoholic beverages outside the physical boundaries of the entertainment destination center.
- (i) Any drinks that are removed from the premises of an ABC licensee participating in the EDC shall be in a City of Paducah Entertainment Destination cup, which shall meet the requirements of the City regarding the type and design of the cup. These cups shall be purchased by Licensee.
- (j) In no event shall patrons be permitted to bring any alcoholic beverages purchased outside of the EDC into the EDC.
- (k) Operational Hours: Operational hours of the EDC shall be from 6:00 a.m. until 12:00 a.m. and shall run from Sunday through Saturday. These hours are currently consistent with the operating hours for City of Paducah parks.
- (l) Special Events: Alcohol regulations for festivals still apply. The City retains its discretion to apply additional conditions to EDC licensees and to amend district operations during a special event.
- (m) Nothing in this ordinance shall be construed to prohibit minors from entering the EDC common areas.
- (n) License Revocation: All EDC licensees shall agree that they are aware their EDC license may be revoked by City with 24 hours' notice upon a finding by the City Manager, as EDC Administrator, that the EDC licensee has violated any terms or conditions of the EDC Ordinance, the EDC Agreement entered into by the parties, or

any federal, state, or City laws. The EDC Licensee is also aware that the EDC license may be revoked by the City Manager, if the EDC licensee is convicted of serving alcohol to a minor. The EDC licensee may appeal this revocation to the Board of Commissioners within seven (7) days of the notice of revocation. If EDC licensee fails to appeal a license revocation within the time frame set forth herein, such decision shall not be subject to further review.

Section 3. A new section shall be created in Chapter 6 of the City of Paducah, Kentucky Code of Ordinances which shall be titled "EDC Fees" and to state as follows:

- (a) All ABC licensees participating in the EDC shall be required to pay a yearly fee to City of Two Hundred Fifty Dollars and no/100 (\$250.00). This payment shall be due and payable on or before July 15 of each year.

Section 4. 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 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:

CITY CLERK

Introduced by the Board of Commissioners _____

Adopted by the Board of Commissioners _____

Recorded by City Clerk _____

Published by *The Paducah Sun* _____

ORD\Entertainment Destination Center Alcohol Ordinance 4-21

Ordinance prepared by A. Blackwell – Denton Law

Agenda Action Form

Paducah City Commission

Meeting Date: April 27, 2021

Short Title: BUILD Grant Environmental Assessment – Change Order #1 to BFW Engineering & Testing, Inc contract for \$12,200.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: Summary:

Change Order to include cost for mussel surveys in the project area.

Background:

On April 14, 2020, the City of Paducah approved Ordinance 2020-04-8632, authorizing a professional services contract with BFW Engineering & Testing, Inc., for \$250,000 for environmental services for the Paducah Riverfront Improvement Project (BUILD Grant).

As part of the environmental assessment process, Change Order #1 is recommended to increase the project by \$12,200, adjusting the total environmental assessment project from \$250,000.00 to \$262,200.

During the environmental assessment, it was necessary for BFW to engage the services of a third party to provide mussel surveys along the shoreline as part of the US Fish and Wildlife Services analysis of the impacts of the proposed project on the environment.

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

If yes, please list the Commission Priority: Downtown

Communications Plan: The Environmental Assessment contract with BFW includes a Public Information Plan. This plan is being implemented by the City's Communications Manager.

Funds Available: Account Name: BUILD grant

Account Number: DT0050

Staff Recommendation: Authorize the Mayor to accept and execute Change Order #1 and any associated documents. Authorization increases BFW's contract by \$12,200.00. The approval of the change order will increase the total contract amount of \$250,000.00 to \$262,200.00.

Attachments:

1. ORD Change Order 1 BFW Engineering – BUILD Grant 2021
2. ContractAmendment-BUILDGrantEA-2021-04-01

ORDINANCE NO. 2021-04-_____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH BFW ENGINEERING & TESTING, INC. TO INCREASE THE CONTRACT BY \$12,200 FOR THE BUILD GRANT ENVIRONMENTAL ASSESSMENT

WHEREAS, On April 14, 2020, the City approved Ordinance 2020-04-8632, authorizing a professional services contract with BFW Engineering & Testing, Inc, for \$250,000 for environmental services for the Paducah Riverfront Improvement Project (BUILD Grant); and

WHEREAS, during the environmental assessment, it was necessary for BFW to engage the services of a third party to provide mussel surveys along the shoreline as part of the US Fish and Wildlife Services analysis of the impacts of the proposed project on the environment; and

WHEREAS, Change Order No. 1 is required for an increase in the amount of \$12,200 adjusting the total construction project from \$250,000 to \$262,200.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute Change Order No. 1 with BFW Engineering & Testing, Inc., for an increase in the amount of \$12,200 and a new total contract cost of \$262,200.

SECTION 2. This expenditure shall be charged to the BUILD Grant Project Account DT0050.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners April 13, 2021

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\eng\CHGORD1- BFW Engineering – BUILD Grant 2021



BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.
500 SOUTH 17th STREET | PADUCAH, KY 42003

April 1, 2021

Ty Wilson
City of Paducah
300 South 5th Street
Post Office Box 2267
Paducah, KY 42003

RE: RFQ: 2020 – BUILD EA – Paducah Riverfront Infrastructure Improvement Project Environmental Assessment
Amendment 1 – April 1, 2021

Mr. Wilson:

Bacon Farmer Workman Engineering, Inc. (BFW) is pleased to submit this amendment to the original fee proposal for the Environmental Assessment of the Paducah Riverfront Infrastructure Improvement Project.

Based on the initial needs for the Environmental Assessment, the original fees which were assigned to designated categories included:

Paducah BUILD Grant EA Project		% Complete
NEPA Document Preparation	\$ 60,000.00	90%
Grant Compliance	\$ 15,000.00	90%
Permitting	\$ 60,000.00	90%
Biological / Ecological Resources	\$ 35,000.00	100%
Cultural Resources	\$ 20,000.00	100%
Socioeconomic	\$ 20,000.00	100%
Noise	\$ 10,000.00	100%
Public Communications	\$ 10,000.00	100%
Traffic	\$ 10,000.00	100%
Utilities	\$ 10,000.00	100%
Additional Task - USFWS - Mussel Survey	\$ 12,200.00	100%

The original scope of Biological / Ecological Resources:

Biological/Ecological Resources

- Coordination with United States Fish & Wildlife and Kentucky Fish & Wildlife for Permit Compliance
- Prepare Biological Assessment for the impacted endangered and threatened species and their habitats
- Prepare plans and reports for the designated critical habitats for mussel species – includes minimization and take impacts
- Does not include mussel surveys – assumes previous survey data will be utilized for the biological assessment
- Does not include in-lieu fee payments which could be required if compensatory mitigation is determined to be a permit condition

www.bfwengineers.com

Based on the initial fee proposal, a mussel survey was not included. During the course of the project, USFWS requested a new mussel survey be completed for the project. This survey was completed for \$12,200. BFW is requesting a contract modification to include these additional fees.

Sincerely,

Bacon Farmer Workman Engineering & Testing, Inc.



Mark Workman
Executive Vice President

<u>AUTHORIZATION FOR CONTRACT MODIFICATION</u>	
<u>Mussel Survey – Paducah, KY - \$12,200 – New Total \$262,200</u>	
<u>Signature:</u>	<u>Date:</u>
<u>Printed Name:</u>	
<u>Title:</u>	

Agenda Action Form

Paducah City Commission

Meeting Date: April 27, 2021

Short Title: Approve Budget Amendment in an amount of \$154,000 for Industrial Development Authority RDAAP Matching Funds Payment - **J ARNDT**

Category: Ordinance

Staff Work By: Lindsay Parish, James Arndt, Jonathan Perkins

Presentation By: James Arndt

Background Information: In December of 2020, the City of Paducah passed Ordinance 2020-12-8664, approving an Interlocal Cooperative Agreement between the City of Paducah, Industrial Development Authority and GPED. McCracken County is the recipient of annual payments under the Regional Development Agency Assistance Program (RDAAP). The Interlocal Cooperative Agreement requires that McCracken County designate the annual RDAAP funds to the IDA. Additionally, the Agreement requires that the City match the annual RDAAP Funds and make payment to the IDA. The current contribution amount is \$154,000. This is will be the first annual payment under the newly adopted agreement.

In order to make the contribution to the IDA, a budget amendment is needed to move \$154,000 from the Debt Service Fund Reserve (3000 301010) to the Investment Fund IDA Account. This ordinance authorizes that budget amendment.

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

If yes, please list the Commission Priority:

Communications Plan: N/A

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. budget amend 2020-21 - April 2021
2. Inv_6_from_Paducah_McCracken_Co._Industrial_Dev._Authority_9336

ORDINANCE NO. 2021-_____-_____

AN ORDINANCE AMENDING ORDINANCE NO. 2020-6-8641, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2020, THROUGH JUNE 30, 2021, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.”

WHEREAS, in December of 2020, the City of Paducah passed Ordinance 2020-12-8664, approving an Interlocal Cooperative Agreement between the City of Paducah, Industrial Development Authority and GPED; and

WHEREAS, McCracken County is the recipient of annual payments under the Regional Development Agency Assistance Program (RDAAP); and

WHEREAS, the Interlocal Cooperative Agreement requires that McCracken County designate the annual RDAAP funds to the IDA.

WHEREAS, the Interlocal Cooperative Agreement requires that the City match the annual RDAAP Funds and make payment to the IDA.

WHEREAS, funds now need to be transferred into an appropriate account for in order to make the contribution to the IDA; and

WHEREAS, KRS prohibits expenses to exceed the budget in any department and it is therefore necessary to amend the City’s FY2021 budget.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2020, and ending June 30, 2021, as adopted by Ordinance No. 2020-6-8641, be amended by the following re-appropriations:

- Transfer \$154,000 from the Debt Service Fund Reserve to the Investment Fund IDA Account.

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 Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\\finance\\budget amend 2020-21 - April 2021

Paducah McCracken Co. Industrial Dev. Authority
PO Box 1155
Paducah KY 42002-1155

Invoice

Date	Invoice #
4/7/2021	6

Bill To
City of Paducah Jim Arndt PO Box 2267 Paducah KY 42002-2267

P.O. No.	Terms
	Net 30

Description		Amount
Funding for the Paducah McCracken County Industrial Development Authority		154,000.00
Total		\$154,000.00

Agenda Action Form

Paducah City Commission

Meeting Date: April 27, 2021

Short Title: Approve Amendment to Sec. 2-142 of the Code of Ordinances related to the time of Regular Commission Meetings - **J ARNDT**

Category: Ordinance

Staff Work By: Lindsay Parish

Presentation By: James Arndt

Background Information: Section 2-142 of the Code of Ordinances designates the regular day and time for City Commission meetings as the second and fourth Tuesday of each month at 5:30 p.m. This action would change the time of regular City Commission meetings to **5:00 p.m.** on the second and fourth Tuesday of each month. City Commission meetings can sometimes last for several hours. An earlier start time will allow for business to be conducted with fewer instances of meetings that go late into the evenings.

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

If yes, please list the Commission Priority:

Communications Plan: If adopted, the change to the Regular meeting time will be communicated to the public via the Commission meeting highlights, social media posts, as part of the Commission meeting preview graphic, and reflected across the City's website and Commission Meeting agendas. Notice will be sent to local media of the time change. City staff will be informed of the change so that they are able to answer questions from the public about meeting time. The public comment card deadline of 3:30 p.m. for virtual meetings will not change.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Adopt and ordinance amending Section 2-142 of the Paducah Code of Ordinances to

Attachments:

1. 2-142 Commission Meetings Time Change

ORDINANCE NO. 2021-____-_____

AN ORDINANCE AMENDING SECTION 2-142
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH RELATING TO THE
TIME OF REGULAR COMMISSION MEETINGS

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky hereby amends Chapter 2 of the Paducah Code of Ordinances by amending the following sections:

Sec. 2-142. - Time and notice of meetings.

- (a) The regular meetings of the Board of Commissioners shall be held at City Hall, unless otherwise noticed, and shall commence at [~~5:30~~] 5:00 p.m. on the second and fourth Tuesdays of each month, except that, when such a meeting falls on a legal holiday recognized by the City, the regular meeting will be held on the following day at the same hour.
- (b) Special or called meetings. See KRS 83A.130 (11).
- (c) Any regular or special meeting may be adjourned to a future time by motion duly passed by the affirmative vote of three (3) members of the Board of Commissioners and any business may be transacted at an adjourned meeting which might properly come before the regular or special meetings.

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\2-142 Commission Meetings Time Change