



**CITY COMMISSION MEETING
AGENDA FOR APRIL 24, 2018
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION(S): Opioid Epidemic – Ladies Living Free – Terrye Peeler

Energy Efficiency & Savings through Performance Contracting – Greg Copley, Center for Applied Energy Research, University of Kentucky, Lexington, Kentucky

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. <u>MINUTES</u>
		B. <u>APPOINTMENT(S)</u>
		1. Board of Ethics
		2. Human Rights Commission
		C. <u>MOTION(S)</u>
		1. R & F Documents
		D. <u>MUNICIPAL ORDER(S)</u>
		1. Personnel Actions – M. RUSSELL
		2. Amend FY 2017-2018 Position & Pay Schedule – M. RUSSELL
		3. Amend FY 2017-2018 Pay Grade Schedule – M. RUSSELL

		4. Approve Legal Services Agreement for Opioid Litigation– M. THOMPSON
		5. Approval of 2018 Administrative Plan for Housing Choice Voucher Program including the Annual Plan – T. TRACY
		6. KOHS 2018 Grant Application – Paducah Fire Department’s First-Responder Equipment - FIRE CHIEF KYLE
		7. KOHS 2018 Grant Application – Paducah Police Department – POLICE CHIEF BARNHILL
	II.	<u>ORDINANCE(S) – ADOPTION</u>
		A. Termination of Easement with Four Rivers Behavioral Health – R. MURPHY
		B. Approve Amendment to Professional Consulting Agreement for Computer-Aided Dispatch and Records Management System Implementation Oversight Support – B. STRINGER
		C. Pat & Jim Brockenborough Rotary Health Park Phase I-Change Order – M. THOMPSON
	III.	<u>DISCUSSION</u>
		A. City Strategic Plan – MAYOR HARLESS
	IV.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	V.	<u>EXECUTIVE SESSION</u>

At a Regular Meeting of the Board of Commissioners, held on Tuesday, April 10, 2018, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

INVOCATION

Commissioner Holland gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

SWEARING IN

McCracken County Circuit Judge Tim Kaltenbach conducted a swearing-in ceremony for Police Officer Matthew Strohmeier.

PROCLAMATION

YO YO CLUB OF PADUCAH

Mayor Brandi Harless presented a proclamation to Frank Bennett, chief executive officer for the National Quilt Museum and to the members of the Yo Yo Club, proclaiming April 10 as Yo Yo Club Day to honor the Club's contributions. For more than 20 years, Yo Yo Club members demonstrated hand quilting in the lobby of the museum. The Club also provided funds to local charities and non-profits through its fundraising efforts.

ANNOUNCEMENT(S)

McCRACKEN COUNTY PUBLIC LIBRARY

Library Director Susan Baier announced that the McCracken County Public Library will be waiving late fines throughout the month of April. It doesn't matter how long the materials have been overdue. Baier also announced that Systems and Web Services Librarian Zach Underwood is receiving the Kentucky Public Library Association's 2018 Charlene Davis Excellence in Technology Award. Underwood is being recognized for his technology and marketing initiatives for the library. This is also National Libraries Week, and today is National Library Workers Day.

PRESENTATION(S)

KENTUCKY'S REPRESENTATIVE FOR THE AMERICAN LEGION ORATORICAL COMPETITION

Carli Frederich, a senior at McCracken County High School and Kentucky's representative for the American Legion Oratorical Competition, presented her speech to the Board. She competes this Saturday.

OPIOID EPIDEMIC

The Paducah Board of Commissioners heard the third presentation in a series of presentations regarding the opioid crisis. At this meeting, Dr. Sean McDonald with the IMAC Regeneration Center, explained that IMAC focuses on regenerative rehabilitation to repair damage and disease without the use of opioids. This process uses stem cells and platelets in combination with physical therapy and chiropractic techniques.

(The above summary for the presentations is an excerpt from the City Commission Highlights prepared by Pam Spencer, Public Information Officer.)

CONSENT AGENDA

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed. No one asked for any items to be removed. The Mayor asked the City Clerk to read the remaining items on the Consent Agenda.

I(A)	Minutes for the March 27, 2018 City Commission Meeting
I(B)1	<p><u>Receive & File Documents</u></p> <p><u>Minute File:</u></p> <ol style="list-style-type: none"> 1. Notice of Cancellation for the Board of Commissioners of the City of Paducah for April 3, 2018 <p><u>Deed File:</u></p> <ol style="list-style-type: none"> 2. Quitclaim Deed with WK Rentals, LLC for 923 North 26th Street MO # 2064 3. Quitclaim Deed with Tarris McKinney for 1234 North 12th Street (MO # 2065) <p><u>Contract File:</u></p>

	<p>4. Agreement with Central Paving Company of Paducah, Inc. for Compost Grinding of Tree Debris and Yard Waste (MO # 2081)</p> <p>5. Change Order No. 1 with Central Paving Company of Paducah for the Noble Park Tennis Court Reconstruction Project (MO # 2082)</p> <p>6. Agreement with McKeel Equipment Co., Inc. for One Case DV45 Double Drum Roller (MO # 2085)</p> <p><u>Financial File:</u></p> <p>7. Paducah Water Works Financial Highlights for February 2018</p> <p><u>Bid File:</u> (Due to space constraints, the following proposals for the E-911 Department are housed separately in the General Government storage area in the basement of City Hall)</p> <p>8. <u>911 Computer Aided Dispatch (CAD) Purchase & Installation</u> – E-911 Department</p> <p> a. Tyler Technologies, Inc. *</p> <p> b. Caliber Public Safety</p> <p>9. <u>Logging Recorder Purchase & Installation</u> – E-911 Department</p> <p> a. Equature, Inc. *</p> <p> b. Revcord</p> <p>10. <u>Dispatch Console Workstation Equipment & Furniture</u> – E-911 Department</p> <p> a. Xybix Systems, Inc. *</p> <p> b. E-Systems Group</p> <p> c. Strategic Communications</p> <p> d. Bramic</p> <p> e. Dispatch Products</p> <p> f. Forecast Consoles, Inc.</p> <p> g. Watson Consoles</p> <p>*Denotes Recommended Bid</p>
I(C)1	Personnel Actions
I(C)2	A MUNICIPAL ORDER RATIFYING THE MAYOR’S EXECUTION OF A 2018-2019 KENTUCKY HOUSEHOLD HAZARDOUS WASTE GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT IN THE AMOUNT OF \$25,500 TO ASSIST IN FUNDING THE CITY/COUNTY ANNUAL SPRING CLEAN-UP DAY (M.O.#2087; BK 10)
I(C)3	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR A RECREATIONAL TRAILS PROGRAM GRANT THROUGH THE KENTUCKY DEPARTMENT OF LOCAL GOVERNMENT FOR THE PURCHASE AND INSTALLATION OF A PEDESTRIAN FOOTBRIDGE OVER PERKINS CREEK THAT WILL CONNECT THE CITY’S GREENWAY TRAIL TO THE MCCRACKEN COUNTY TRAIL SYSTEM (M.O.#2088; BK 11)

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

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

ORDINANCE(S) – ADOPTION
AMEND SMOKING ORDINANCE

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE RELATING TO THE PROTECTION OF THE PUBLIC HEALTH AND WELFARE BY PROHIBITING THE SMOKING OF TOBACCO PRODUCTS IN ENCLOSED PUBLIC PLACES, PLACES OF EMPLOYMENT, AND CERTAIN OUTDOOR PLACES” This Ordinance is summarized as follows: This Ordinance amends Chapter 54 Article II, Division 2 of the Paducah Code of Ordinances to prohibit smoking in

enclosed public places, places of employment, and certain outdoor areas. Under this Ordinance, smoking, including electronic smoking devices, will be prohibited in enclosed public places and in all places of employment, whether public or private, except in screened in gazebos, private vehicles, retail tobacco stores, designated workplaces, and in private organizations or clubs. Additionally, under this Ordinance, smoking is prohibited in school-owned outdoor sports arenas and amphitheaters, public or private owned outdoor playgrounds, and certain municipally-owned outdoor areas, with limited exceptions.

PUBLIC COMMENTS

- Dr. Pat Withrow, Larry Furmann, Mike Muscarella, Executive Director of Ambulatory Services at Baptist Health, Chair of Purchase Area Healthy Connections Health Coalition and member of Healthy Paducah Health Coalition, and Ellen Walsh of Four Rivers Behavioral Health voiced their support for the amendments to the City’s smoking ordinance.
- John Watson and Yvonne Gray do not support the proposed amendments to the ordinance. Their opinion is government is overstepping its boundaries into private business too much.

MOTION TO AMEND AMENDMENTS TO SMOKING ORDINANCE

Commissioner Abraham offered motion, seconded by Mayor Harless, I hereby move that the ordinance entitled “**ORDINANCE AMENDING CHAPTER 54, ARTICLE II “SMOKING IN PUBLIC PLACES,” DIVISION 2, “PUBLIC BUILDINGS” OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY**”, which was introduced at the regular commission meeting held on March 27, 2018, be amended to include the following:

1. An amendment to **Section 54-52.1.**, of the introduced ordinance, which shall read as follows:
Section 54-52.1. -- Prohibition in Certain Outdoor Places.
Smoking shall be prohibited in the following outdoor places:
 - A. In all municipally-owned and all public or private school-owned outdoor sports arenas.
 - B. In all public or private owned outdoor playgrounds, swimming pools, and spray-grounds.
 - C. In all municipally-owned outdoor playgrounds, swimming pools, spray-grounds, and health parks.
 - D. These prohibitions shall not apply to outdoor walking trails, shelters, and golf courses.
2. An amendment to **Section 54-54-51. -- “Definitions”** of the introduced ordinance, which shall add the following:
Section 54-51. – Definitions.
 - A. (18) *Health Park* means parks designed to be used by the public for healthy living that has sports and fitness equipment installed such as the Pat & Jim Brockenborough Rotary Health Park and any other similar facility.
3. An amendment to **Section 54-56. -- “Enforcement”** of the introduced ordinance to delete **Section 54-56, Subsection A**, relating to enforcement by Paducah citizens.

LOST on call of the roll, yea, Commissioner Abraham. Nays, Commissioner Holland, Rhodes, Wilson and Mayor Harless (4).

After hearing the public comments and discussion amongst the Board, the Mayor called for the vote on the proposed smoking ordinance.

Adopted on call of the roll, yeas, Commissioners Holland, Rhodes, Wilson and Mayor Harless (4). Nays, Commissioner Abraham (1). ORD.#2018-4-8521; BK 35

APPROVE ALLEY CLOSURE BETWEEN SOUTH 31ST STREET AND MAPLE AVENUE

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “**AN ORDINANCE PROVIDING FOR THE CLOSING OF AN ALLEY BETWEEN SOUTH 31ST STREET AND MAPLE AVENUE, PARALLEL TO LONE OAK ROAD AND KENTUCKY AVENUE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME.**” This Ordinance is summarized as follows: The City of Paducah does hereby authorize the closure of an alley between South 31st Street and Maple Avenue, parallel to Lone Oak Road and Kentucky Avenue and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City to the property owners in or abutting the public ways to be closed.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD#2018-4-8522; BK 35

APPROVE CONTRACT FOR PUMP STATION #2 CONSTRUCTION

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE ACCEPTING THE BID OF HUFFMAN CONSTRUCTION, LLC, FOR THE FLOODWALL PUMP STATION #2 REHABILITATION PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This Ordinance is summarized as follows: The City of Paducah accepts the bid of Huffman Construction, LLC, in the amount of \$4,947,000.00, for construction services for the Floodwall Pump Station No. 2 Rehabilitation and authorizes the Mayor to execute a contract for same.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD#2018-4-8523; BK 35

APPROVE 911 COMPUTER ASSISTED DISPATCH (CAD) PURCHASE & INSTALLATION CONTRACT

Commissioner Abraham offered motion, seconded by Commissioner Holland, that the Board of Commissioners of the City of Paducah adopt an Ordinance entitled "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AND SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE ESTABLISHMENT OF A COMPUTER ASSISTED DISPATCH SYSTEM THAT WILL BE UTILIZED IN THE OPERATION OF THE CITY'S 911 SYSTEM." This Ordinance is summarized as follows: This Ordinance approves the execution of a "License and Services Agreement" wherein Tyler Technologies, Inc. will provide software and related hardware for the establishment of a computer assisted dispatch system (CAD) that will be utilized in the operation of the City's 911 system.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD#2018-4-8524; BK 35

APPROVE LOGGING RECORDER PURCHASE & INSTALLATION CONTRACT

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SOFTWARE LICENSE/HARDWARE PURCHASE AGREEMENT WITH EQUATURE, INC. FOR THE PURCHASE OF AN UPGRADED RECORDING SYSTEM THAT WILL BE UTILIZED IN THE OPERATION OF THE CITY'S 911 SYSTEM." This Ordinance is summarized as follows: This Ordinance approves the execution of a "Software License/Hardware Purchase Agreement" wherein Equature, Inc. will sell and install an upgraded recording system for the City's 911 system, and assign a license for the software that is a part thereof.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD#2018-4-8525; BK 35

APPROVE WORKSTATION FURNITURE PURCHASE & INSTALLATION CONTRACT

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an ordinance entitled "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH XYBIX SYSTEMS, INC. FOR THE PURCHASE AND INSTALLATION OF DISPATCH CONSOLE EQUIPMENT AND FURNITURE THAT WILL BE UTILIZED IN THE OPERATION OF THE CITY'S 911 SYSTEM". This Ordinance is summarized as follows: This Ordinance approves the execution of a "Dispatch Console Furniture Agreement" wherein XYBIX Systems, Inc. will sell and install dispatch console equipment and furniture for the benefit of the City's 911 system.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD#2018-4-8526; BK 35

ORDINANCE(S) – INTRODUCTION

TERMINATION OF EASEMENT WITH FOUR RIVERS BEHAVIORAL HEALTH

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A TERMINATION OF EASEMENT WITH WESTERN KENTUCKY REGIONAL MENTAL HEALTH AND MENTAL RETARDATION ADVISORY BOARD, INC. DBA FOUR RIVERS BEHAVIORAL HEALTH FOR A PARKING LOT AREA LOCATED ON THE SOUTHSIDE OF JEFFERSON STREET BETWEEN NORTH FOURTH AND NORTH FIFTH

STREETS.” This Ordinance is summarized as follows: The City of Paducah does hereby authorize the Mayor to execute a Termination of Easement with Western Kentucky Regional Mental Health and Mental Retardation Advisory Board, Inc., DBA Four Rivers Behavioral Health, for a parking lot area located on the southside of Jefferson Street between North Fourth and North Fifth Streets.

APPROVE AMENDMENT TO PROFESSIONAL CONSULTING AGREEMENT FOR COMPUTER-AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM IMPLEMENTATION OVERSIGHT SUPPORT

Commissioner Abraham offered motion, seconded by Commissioner Holland, that the Board of Commissioners of the City of Paducah introduce an Ordinance entitled “AN ORDINANCE AUTHORIZING AND APPROVING FIVE (5) AMENDMENT AGREEMENTS WHICH SUPPLEMENT THE PROFESSIONAL CONSULTING AGREEMENT THAT WAS MADE WITH FEDERAL ENGINEERING, INC.” This Ordinance is summarized as follows: This Ordinance approves five (5) amendment agreements which supplement the Professional Consulting Agreement that was executed between the City and Federal Engineering, Inc. on August 18, 2016, all of which relate to the planning, design and implementation of the City’s upgraded 911 system.

PAT & JIM BROCKENBOROUGH ROTARY HEALTH PARK PHASE I - CHANGE ORDER

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1, CHANGE ORDER NO. 2, CHANGE ORDER NO. 3 AND CHANGE ORDER NO. 4 FOR THE PAT & JIM BROCKENBOROUGH ROTARY HEALTH PARK PROJECT PHASE I.” This Ordinance is summarized as follows: The Mayor is hereby authorized to execute Change Order No. 1, 2 & 4 in the combined amount of \$560.93 with Wilkins Construction, Inc. for additional items that are in excess of the original contract for the Pat & Jim Brockenborough Rotary Health Park Project – Phase I, which will change the total contract amount to \$619,730.29. Further, the Mayor is hereby authorized to execute Change Order No. 3 which increases the contract time of completion by 52 days.

DISCUSSION

CITY STRATEGIC PLAN

Mayor Brandi Harless introduced to the Board a draft strategic plan for the City of Paducah that includes updated vision, mission, and values statements. The proposed vision statement is as follows: Paducah is a city where people strive to reach their full potential through lifelong learning, creativity, culture, and compassion for one another. She also provided an overview of eight key performance areas. The key performance areas are:

- Maintain high level of safety for all
- Develop healthy and sustainable neighborhoods
- Maintain thoughtful and modern infrastructure
- Provide open, smart, and engaged government
- Enhance arts, culture, and tourism
- Empower upward economic mobility for all
- Provide excellent recreation experiences for all ages and abilities
- Celebrate a diverse community.

Numerous draft objectives are listed under each key performance area. The discussion on the strategic plan will continue at an upcoming Commission meeting.

COMMENTS

COMMENTS FROM THE CITY MANAGER

- City Manager Mark Thompson reported the Police Department’s Annual Report has been distributed
- Mr. Thompson reported on the City’s maintenance of the Martin Luther King Memorial property on Park Avenue. For several months questions have been asked by citizens of why the City maintains the property. After much research, an ISTE A grant agreement was found between the City and the Kentucky Transportation Cabinet. The agreement states when the City accepted funds from the Transportation Cabinet, the City agreed to maintain the property in perpetuity.

COMMISSIONER COMMENTS

Commissioner Abraham asked for an update regarding the City’s hiring of Bryant Law Firm to recover costs from opioid manufacturers and distributors on a contingency fee basis.

The Commission is in agreement they want to move forward with the hiring of the firm.

APRIL 10, 2018

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the City enter into an agreement with Bryant Law Center to recover costs from opioid manufacturers and distributors on a contingency fee basis conditional there is no cost to the city.

Vote was not called. The City Clerk asked the agreement be reviewed and be brought before the Commission to act upon.

Commissioner Holland made a motion to rescind her previous motion. Commissioner Abraham seconded.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

ADJOURN

Mayor Harless offered motion, seconded by Commissioner Holland to adjourn the meeting. All in favor.

Meeting ended at approximately 7:59 p.m.

ADOPTED: April 24, 2018

City Clerk

Mayor

APRIL 17, 2018

At a Called Meeting of the Board of Commissioners, held on Tuesday, April 17, 2018, at 6:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Pro Tem Wilson presided to commence the meeting, and upon call of the roll by the Assistant City Clerk, the following answered to their names: Commissioners Abraham, Rhodes and Mayor Pro Tem Wilson (3). Commissioner Holland was absent (1). Mayor Harless arrived at approximately 6:36 PM.

INVOCATION

Commissioner Abraham gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Wilson led the pledge.

EXECUTIVE SESSION

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

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

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes and Mayor Pro Tem Wilson (3).

Mayor Harless arrived at approximately 6:36 PM and joined the Commission in Executive Session.

OPEN SESSION

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board reconvene in open session.

Adopted on call of the roll, yeas, Commissioners Abraham, Rhodes, Wilson and Mayor Harless (4).

ADJOURN

Commissioner Wilson offered motion, seconded by Commissioner Rhodes to adjourn the meeting. All in favor.

Meeting ended at approximately 9:00 p.m.

ADOPTED: April 24, 2018

City Clerk

Mayor

Assistant City Clerk

April 24, 2018

Minute File:

1. Notice of Called Meeting for the Board of Commissioners of the City of Paducah for April 17, 2018
2. Certificates of Liability Insurance:
 - a. Burnett Custom Homes
 - b. Hall Boys, Inc.

Contract File:

3. Agreement with Tyler Technologies for Computer Assisted Dispatch (CAD) Purchase & Installation for E-911 (ORD # 2018-4-8524)
4. Agreement with Equature, Inc. for Logging Records Purchase and Installation for E-911 (ORD # 2018-4-8525)
5. Agreement with Xybix for Dispatch Console Furniture for E-911 (ORD # 2018-4-8526)

CITY OF PADUCAH
April 24, 2018

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

City Manager's Signature

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
 April 24, 2018

NEW HIRES - PART-TIME (PT)/TEMPORARY/SEASONAL

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Styers, James B.	Laborer	\$9.00/Hr.	NCS	Non-Ex	April 26, 2018
Wiggins, Morgan	Summer Camp Coordinator	\$9.50/Hr.	NCS	Non-Ex	May 10, 2018
Fitzpatrick, Jaden L.	Recreation Leader	\$8.37/Hr.	NCS	Non-Ex	May 24, 2018
West, Charles	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	May 10, 2018
Antip, Quinn	Coach	\$8.50/Hr.	NCS	Non-Ex	April 26, 2018
Davidson, Macy E.	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	May 10, 2018
Ertle, Kayla	Recreation Leader	\$8.37/Hr.	NCS	Non-Ex	May 24, 2018
Hodge, Kennedy G.	Coach	\$8.50/Hr.	NCS	Non-Ex	April 26, 2018
Stewart, Kelly A.	Recreation Leader	\$8.37/Hr.	NCS	Non-Ex	May 24, 2018
Cook, Madalyn	Recreation Leader	\$8.37/Hr.	NCS	Non-Ex	May 24, 2018

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

<u>PARKS SERVICES</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>
Newberry, Hannah M.	Pool Attendant \$8.25/Hr.	Pool Manager \$11.00/Hr.	NCS	Non-Ex	May 10, 2018
Newberry, Peyton K.	Lifeguard \$8.75/Hr.	Head Lifeguard \$8.76/Hr.	NCS	Non-Ex	May 10, 2018
Meier, Matthew C.	Pool Attendant \$7.75/Hr.	Lifeguard \$8.37/Hr.	NCS	Non-Ex	May 21, 2018
Milford, Madeleine E.	Recreation Leader \$8.25/Hr.	Camp Coordinator \$9.50/Hr.	NCS	Non-Ex	May 10, 2018
Sims, Tanner S.	Recreation Leader \$8.25/Hr.	Lifeguard \$8.37/Hr.	NCS	Non-Ex	May 10, 2018
Overstreet II, Donald E.	ROW Maintenance Person \$17.36/hr.	Laborer \$17.00/Hr.	NCS	Non-Ex	April 26, 2018

TERMINATIONS - FULL-TIME (FT)

<u>POLICE OPERATIONS</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Hodgson, Linda C.	Police Patrol Officer	Resigned	April 21, 2018

Agenda Action Form Paducah City Commission

Meeting Date: April 24, 2018

Short Title: A Municipal Order Amending the Information Technology Department Section C of the FY2017-2018 Position and Pay Schedule of the City of Paducah, Kentucky

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Martin Russell
Presentation By: Martin Russell

Background Information:

This proposed action will amend Municipal Order 1983 establishing the Position and Pay Schedule. The summary of the changes are as follows:

Increase by one the total Budgeted Filled for the Information Technology Department by filling the creation of the IT Specialist I position. This action also includes abolishing the Network Technician position.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

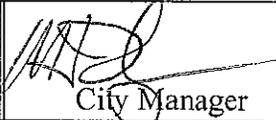
Funds Available: Account Name: NA
Account Number: NA

Finance

Staff Recommendation:

Approve

Attachments:

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AMENDING SECTION (C), INFORMATION TECHNOLOGY, OF THE FY2017-2018 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY TO ABOLISH THE NETWORK TECHNICIAN POSITION AND CREATE THE POSITION OF IT SPECIALIST I

WHEREAS, the City of Paducah adopted the FY2017-2018 Position and Pay Schedule by Municipal Order No. 1983 on June 27, 2017; and

WHEREAS, the City of Paducah amended the FY2017-2018 Position and Pay Schedule by Municipal Order No. 2062 on February 13, 2018; and

WHEREAS, it is necessary to amend the schedule for the Information Technology Department to abolish the Network Technician position and increase by one the total budgeted filled by creating the position of IT Specialist I; and

WHEREAS, in order to implement the changes it is necessary to amend the FY2017-2018 Position and Pay Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves to amend the FY2017-2018 Position and Pay Schedule for the employees of the City of Paducah as attached hereto.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, April 24, 2018
Recorded by Tammara S. Sanderson, City Clerk, April 24, 2018
mo/Position and Pay Schedule 4-24-18

Section C.

INFORMATION TECHNOLOGY

AUTHORIZED POSITIONS

FY 17/18
HOURLY
WAGE
ADJ.

HOURS
WORK
EXEMPT
NONEXEMPT
PAY
GRADE

POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	ADJ. RATE	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
Director Information Technology	1			1		40	E	U
Network Administrator	1	1			33.44	40	E	P
Help Desk Technician	1	1			20.59	40	NE	H
Network Technician						40	NE	J
IT Specialist I	1			1		40	E	J
GIS Specialist	1	1			27.47	40	E	P
GIS/Manager	1	1			33.65	40	E	P
Total Budgeted/Filled for Department	6	4	0	2				

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING AN AMENDMENT TO THE
FY2017-2018 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF
PADUCAH, KENTUCKY

WHEREAS, the City desires to amend the Pay Grade Schedule to abolish
the Network Technician position and create the IT Specialist I position; and

WHEREAS, in order to implement the changes it is necessary to amend
the FY2017-2018 Pay Grade Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby adopts and approves the
amendment to the FY2017-2018 Pay Grade Schedule as attached hereto.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, April 24, 2018
Recorded by Tammara S. Sanderson, City Clerk, April 24, 2018
\mo\pay grade schedule- 4-24-18
Pay grade schedule is saved in excel as pay grade schedule 4-24-18

**FY 2017 - 2018
Pay Grade Schedule**

April 24, 2018

		New Hire Range		Market Range		Premium Range
Title	Pay Grade	Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
Firefighter (Appointee)	A	\$24,486	\$27,219	\$29,957	\$32,737	\$35,520
Account Clerk	B	\$25,558	\$28,546	\$31,448	\$34,326	\$37,202
Admin Asst I	B	\$25,558	\$28,546	\$31,448	\$34,326	\$37,202
Accounts Payable Clerk	C	\$27,009	\$30,015	\$33,020	\$36,111	\$39,200
Admin Asst II	C	\$27,009	\$30,015	\$33,020	\$36,111	\$39,200
Admin Assistant 911	C	\$27,009	\$30,015	\$33,020	\$36,111	\$39,200
Code Enforcement Assistant	C	\$27,009	\$30,015	\$33,020	\$36,111	\$39,200
Data Entry Clerk 911	C	\$27,009	\$30,015	\$33,020	\$36,111	\$39,200
Evidence Technician I	C	\$27,009	\$30,015	\$33,020	\$36,111	\$39,200
Laborer	C	\$27,009	\$30,015	\$33,020	\$36,111	\$39,200
Permit Specialist	C	\$27,009	\$30,015	\$33,020	\$36,111	\$39,200
Records Clerk I	C	\$27,009	\$30,015	\$33,020	\$36,111	\$39,200
Revenue Technician	C	\$27,009	\$30,015	\$33,020	\$36,111	\$39,200
ROW Maintenance Person	C	\$27,009	\$30,015	\$33,020	\$36,111	\$39,200
Solid Waste Truck Driver	C	\$27,009	\$30,015	\$33,020	\$36,111	\$39,200
Administrative Asst III	D	\$28,269	\$31,470	\$34,672	\$37,829	\$40,986
Records Clerk II	D	\$28,269	\$31,470	\$34,672	\$37,829	\$40,986
Concrete Finisher	E	\$29,741	\$33,074	\$36,405	\$39,746	\$43,087
Equipment Operator	E	\$29,741	\$33,074	\$36,405	\$39,746	\$43,087
Firefighter	E	\$29,741	\$33,074	\$36,405	\$39,746	\$43,087
Maintenance Technician	E	\$29,741	\$33,074	\$36,405	\$39,746	\$43,087
Permit Technician	E	\$29,741	\$33,074	\$36,405	\$39,746	\$43,087
Recreation Specialist	E	\$29,741	\$33,074	\$36,405	\$39,746	\$43,087
Records Clerk III	E	\$29,741	\$33,074	\$36,405	\$39,746	\$43,087
Traffic Tech	E	\$29,741	\$33,074	\$36,405	\$39,746	\$43,087
Asst. City Clerk	F	\$31,212	\$34,719	\$38,226	\$41,759	\$45,294
Cemetery Sexton	F	\$31,212	\$34,719	\$38,226	\$41,759	\$45,294
Compost Equipment Operator	F	\$31,212	\$34,719	\$38,226	\$41,759	\$45,294
Evidence Tech II	F	\$31,212	\$34,719	\$38,226	\$41,759	\$45,294
Executive Asst I	F	\$31,212	\$34,719	\$38,226	\$41,759	\$45,294
Firefighter Relief Driver	F	\$31,212	\$34,719	\$38,226	\$41,759	\$45,294
Floodwall Operator	F	\$31,212	\$34,719	\$38,226	\$41,759	\$45,294
Telecommunicator	F	\$31,212	\$34,719	\$38,226	\$41,759	\$45,294
Code Enforcement Officer I	G	\$32,788	\$36,462	\$40,138	\$43,818	\$47,501
Fleet Mechanic I	G	\$32,788	\$36,462	\$40,138	\$43,818	\$47,501
HR Generalist	G	\$32,788	\$36,462	\$40,138	\$43,818	\$47,501
911 Shift Supervisor	H	\$34,365	\$38,254	\$41,960	\$45,979	\$49,814
Fire Lieutenants	H	\$34,365	\$38,254	\$41,960	\$45,979	\$49,814
Help Desk Technician	H	\$34,365	\$38,254	\$41,960	\$45,979	\$49,814

**FY 2017 - 2018
Pay Grade Schedule**

April 24, 2018

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
Housing Specialist	H	\$34,365	\$38,254	\$42,143	\$45,979	\$49,814
Events & Promotions Specialist	H	\$34,365	\$38,254	\$42,143	\$45,979	\$49,814
Marketing Specialist	H	\$34,365	\$38,254	\$42,143	\$45,979	\$49,814
Fire Captains	I	\$36,151	\$40,201	\$44,251	\$48,346	\$52,440
Fleet Mechanic II	I	\$36,151	\$40,201	\$44,251	\$48,346	\$52,440
Executive Asst II	I	\$36,151	\$40,201	\$44,251	\$48,346	\$52,440
Journeyman Electrician	I	\$36,151	\$40,201	\$44,251	\$48,346	\$52,440
Office Manager	I	\$36,151	\$40,201	\$44,251	\$48,346	\$52,440
Accountant	J	\$37,938	\$42,201	\$46,464	\$50,712	\$54,963
Deputy Building Inspector I	J	\$37,938	\$42,201	\$46,464	\$50,712	\$54,963
Deputy Electrical Inspector I	J	\$37,938	\$42,201	\$46,464	\$50,712	\$54,963
Code Enforcement II	J	\$37,938	\$42,201	\$46,464	\$50,712	\$54,963
Deputy Fire Marshal I	J	\$37,938	\$42,201	\$46,464	\$50,712	\$54,963
Engineering Technician	J	\$37,938	\$42,201	\$46,464	\$50,712	\$54,963
Network Technician	J	\$37,938	\$42,201	\$46,464	\$50,712	\$54,963
IT Specialist I	J	\$37,938	\$42,201	\$46,464	\$50,712	\$54,963
Police Officer	J	\$37,938	\$42,201	\$46,464	\$50,712	\$54,963
Revenue Auditor	J	\$37,938	\$42,201	\$46,464	\$50,712	\$54,963
Records Division Manager	K	\$39,830	\$44,309	\$48,787	\$53,293	\$57,795
Crime Analyst	K	\$39,830	\$44,309	\$48,787	\$53,293	\$57,795
Assistant Director 911	L	\$40,680	\$45,948	\$51,225	\$56,510	\$61,794
Code Enforcement Supervisor	L	\$40,680	\$45,948	\$51,225	\$56,510	\$61,794
Deputy Building Inspector II	L	\$40,680	\$45,948	\$51,225	\$56,510	\$61,794
Deputy Electrical Inspector II + Plan	L	\$40,680	\$45,948	\$51,225	\$56,510	\$61,794
Engineer Asst II	L	\$40,680	\$45,948	\$51,225	\$56,510	\$61,794
Fire Marshall II	L	\$40,680	\$45,948	\$51,225	\$56,510	\$61,794
Grants Administrator	L	\$40,680	\$45,948	\$51,225	\$56,510	\$61,794
Parks Maintenance Supervisor	L	\$40,680	\$45,948	\$51,225	\$56,510	\$61,794
Planner I	L	\$40,680	\$45,948	\$51,225	\$56,510	\$61,794
EPW Supervisor -(Compost Operations, Fleet, Maintenance, Street, Solid Waste)	L	\$40,680	\$45,948	\$51,225	\$56,510	\$61,794
Chief Electrical Inspector	M	\$42,667	\$48,228	\$53,788	\$59,314	\$64,840
Community Development Planner	M	\$42,667	\$48,228	\$53,788	\$59,314	\$64,840
Deputy Building Inspector III/Plan Review	M	\$42,667	\$48,228	\$53,788	\$59,314	\$64,840
Downtown Development Specialist	M	\$42,667	\$48,228	\$53,788	\$59,314	\$64,840
Engineer Asst III	M	\$42,667	\$48,228	\$53,788	\$59,314	\$64,840
Fire Marshall III	M	\$42,667	\$48,228	\$53,788	\$59,314	\$64,840
Planner II	M	\$42,667	\$48,228	\$53,788	\$59,314	\$64,840

**FY 2017 - 2018
Pay Grade Schedule**

April 24, 2018

		New Hire Range		Market Range		Premium Range
Title	Pay Grade	Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
Special Events Coordinator	M	\$42,667	\$48,228	\$53,788	\$59,314	\$64,840
Chief Building Inspector	N	\$44,428	\$50,676	\$56,476	\$62,340	\$68,203
Battalion Chief	N	\$44,428	\$50,676	\$56,476	\$62,340	\$68,203
Fire Marshall	N	\$44,428	\$50,676	\$56,476	\$62,340	\$68,203
Parks Maintenance Superintendent	N	\$44,428	\$50,676	\$56,476	\$62,340	\$68,203
Recreation Superintendent	N	\$44,428	\$50,676	\$56,476	\$62,340	\$68,203
EPW Street Superintendent	N	\$44,428	\$50,676	\$56,476	\$62,340	\$68,203
EPW Floodwall Superintendent	N	\$44,428	\$50,676	\$56,476	\$62,340	\$68,203
EPW Fleet/Maintenance Superintendent	O	\$47,080	\$53,190	\$59,301	\$65,434	\$71,567
GIS Analyst	O	\$47,080	\$53,190	\$59,301	\$65,434	\$71,567
EPW Operations Manager	O	\$47,080	\$53,190	\$59,301	\$65,434	\$71,567
Risk Manager	O	\$47,080	\$53,190	\$59,301	\$65,434	\$71,567
Assistant to the City Manager	P	\$49,392	\$55,830	\$62,264	\$68,650	\$75,034
City Clerk	P	\$49,392	\$55,830	\$62,264	\$68,650	\$75,034
GIS/Planner	P	\$49,392	\$55,830	\$62,264	\$68,650	\$75,034
Network Administrator	P	\$49,392	\$55,830	\$62,264	\$68,650	\$75,034
Public Information Officer	P	\$49,392	\$55,830	\$62,264	\$68,650	\$75,034
Section 8 Housing Admin	P	\$49,392	\$55,830	\$62,264	\$68,650	\$75,034
Police Sergeant	P	\$49,392	\$55,830	\$62,264	\$68,650	\$75,034
GIS Specialist	P	\$49,392	\$55,830	\$62,264	\$68,650	\$75,034
Police Captain	Q	\$51,915	\$58,647	\$65,379	\$72,151	\$78,924
Fire Assistant Chief	Q	\$51,915	\$58,647	\$65,379	\$72,151	\$78,924
Engineer Project Manager	R	\$54,436	\$61,542	\$68,648	\$75,677	\$82,707
Storm & Drain Engineer	R	\$54,436	\$61,542	\$68,648	\$75,677	\$82,707
Deputy Fire Chief - Operations	S	\$57,169	\$64,624	\$72,081	\$79,495	\$86,910
Director of Inspection	S	\$57,169	\$64,624	\$72,081	\$79,495	\$86,910
Police Assistant Chief	S	\$57,169	\$64,624	\$72,081	\$79,495	\$86,910
Revenue Manager	S	\$57,169	\$64,624	\$72,081	\$79,495	\$86,910
Assistant Public Works Director	T	\$60,113	\$67,898	\$75,684	\$83,505	\$91,324
Controller	T	\$60,113	\$67,898	\$75,684	\$83,505	\$91,324
Deputy Fire Chief - Fire Prevention	T	\$60,113	\$67,898	\$75,684	\$83,505	\$91,324
Director of 911	T	\$60,113	\$67,898	\$75,684	\$83,505	\$91,324
Exec Director PRA	T	\$60,113	\$67,898	\$75,684	\$83,505	\$91,324
Director of IT	U	\$63,054	\$71,261	\$79,468	\$91,389	\$100,528
Director of Parks	V	\$66,207	\$74,824	\$83,442	\$95,958	\$105,522
Director of Planning	V	\$66,207	\$74,824	\$83,442	\$95,958	\$105,522

**FY 2017 - 2018
Pay Grade Schedule**

April 24, 2018

		New Hire Range		Market Range		Premium Range
Title	Pay Grade	Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
Human Resource Director	V	\$66,207	\$74,824	\$83,442	\$95,958	\$105,522
No Position	W	\$69,570	\$78,592	\$87,614	\$100,756	\$110,832
Fire Chief	X	\$73,038	\$82,516	\$91,994	\$105,793	\$116,373
No Position	Y	\$76,611	\$86,603	\$96,594	\$111,084	\$122,192
Assistant City Manager	Z	\$80,499	\$90,963	\$101,425	\$116,638	\$128,302
Director of Finance	Z	\$80,499	\$90,963	\$101,425	\$116,638	\$128,302
City Engineer & Public Works Director	Z	\$80,499	\$90,963	\$101,425	\$116,638	\$128,302
Police Chief	Z	\$80,499	\$90,963	\$101,425	\$116,638	\$128,302
City Manager	AA	\$108,454	\$122,536	\$136,618	\$157,111	\$172,823

**Agenda Action Form
Paducah City Commission**

Meeting Date: April 24, 2018

Short Title: Opioid Litigation Agreement with Bryant Law Firm

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Mark Thompson
Presentation By: Mark Thompson

Background Information: The City Commission has been studying the issues with opioids in Paducah and the Commonwealth for several meetings. Several experts in the field have provided background regarding causes and devastating outcomes caused by opioid abuse. Commission request that the contract be presented for approval.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

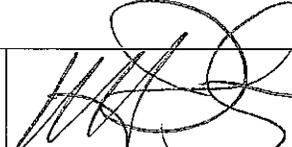
Funds Available:

Account Name:
Account Number:
Project Number:

Finance

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

Attachments: Contract

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER OF THE CITY OF PADUCAH AUTHORIZING THE MAYOR TO EXECUTE A LEGAL SERVICES AGREEMENT WITH BRYANT LAW CENTER P.S.C. AND FRIEDMAN, DAZZIO, ZULANAS & BOWLING, P.C. (“ATTORNEYS”) FOR LEGAL REPRESENTATION IN THE PURSUIT OF DAMAGES INCURRED AS A RESULT OF THE ILLEGAL SALE, DISTRIBUTION AND MARKETING OF OPIOIDS AND OPIOID DERIVATIVE DRUGS IN THE CITY OF PADUCAH

WHEREAS, the abuse of and addiction to opioids is a serious issue that affects the health, social, and economic welfare of Paducah citizens; and

WHEREAS, the City of Paducah is a municipal corporation organized under the laws of the State of Kentucky and as such is authorized to bring causes of action; and

WHEREAS, the City Commission has been reviewing the devastation caused by the opioid epidemic in Paducah and the Commonwealth of Kentucky and now desires to enter into a Legal Services Agreement to pursue damages through litigation.

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

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute a Legal Services Agreement with Bryant Law Center P.S.C. and Friedman, Dazzio, Zulanas & Bowling, P.C. (“Attorneys”) for legal representation in pursuit of damages incurred as a result of the illegal sale, distribution and marketing of opioids and opioid derivative drugs in the City of Paducah.

SECTION 2. That the City of Paducah agrees to pay Attorneys for legal services in a payment sum equal to 1/3 of the total amount recovered for disbursements due at the time of judgment or settlement of the lawsuit with said payment being wholly contingent upon a paid judgment or settlement. The City will not be obligated for any costs or expenses of the litigation if there is no recovery.

SECTION 3. This Municipal Order shall be effective from and after the date of its adoption.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners April 24, 2018
Recorded by Tammara S. Sanderson, City Clerk, April 24, 2018
\\mo\Opioid Epidemic Legal Services Agreement

COMMONWEALTH OF KENTUCKY

COUNTY OF MCCRACKEN

LEGAL SERVICES AGREEMENT

The undersigned, on behalf of Paducah City (referred hereinafter as "City" or "Client") does hereby retain the firms of Bryant Law Center P.S.C. and Friedman Dazzio ("Attorneys"), and such other firms as may be necessary, to represent the City to pursue damages incurred as a result of the illegal sale distribution and marketing of opioids and opioid derivative drugs in the City.

Paducah City agrees to employ counsel pursuant to Kentucky law, which provides that a municipal corporation organized under the laws of the State of Kentucky is authorized to bring causes of action such as the claims contemplated in the subject litigation. The City is invested with the powers afforded to municipal organizations under Kentucky to "sue and be sued" and is responsible for the public health, safety and welfare of its citizens. The City will not be obligated for any costs or expenses of the litigation if there is no recovery. The City will not pay any attorney's fees unless there is a paid judgment or settlement of the case.

In consideration of the parties' mutual covenants hereunder, each party expressly agrees and acknowledges as follows:

The CLIENT agrees:

To authorize Attorneys to file a lawsuit in the name of the City, which may be joined with other Kentucky Cities represented by Attorneys.

To pay Attorneys for such services in said lawsuit a sum equal to 1/3 of the total amount recovered for disbursements due at the time of judgment or settlement of the lawsuit.

Client understands that many cases may not be settled prior to a trial, and that there is no guarantee that this case will settle.

Client agrees to be available for consultation, investigation, deposition, trial preparation, and do necessary work as Attorneys direct, and do nothing to impair the value of the case. Attorneys agree to use their best effort and skill in pursuing this case but do not guarantee a specific result.

If nothing is recovered, Client will not owe any legal fee or expenses.

Case costs and expenses will be advanced by Attorneys. Examples of typical expenses include court filing fees, investigation, auto mileage, photocopies, court reporters, medical records, interest on any money Attorneys may borrow for expenses, expert witness fees, airfare, vehicle storage, etc. If a recovery is obtained, Client will reimburse Attorneys for these expenses from Client's share of the total recovery.

Client is aware of and is in agreement that the Attorneys' fees may be shared among other attorneys associated to work on this matter, but this will not increase the amount of the Attorneys' share of the fees.

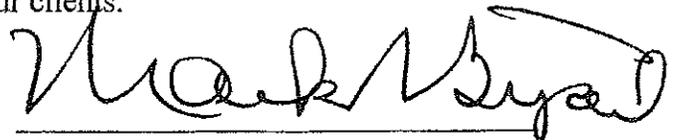
This written agreement comprises the whole of the agreement between the parties and no other agreement is pending unless in writing and appended hereto.

Dated this the ____ day of _____, 2018.

READ CAREFULLY BEFORE SIGNING

Brandi Harless, Mayor

The above employment is hereby accepted on the terms stated, and I agree to make no charge for professional services unless recovery is had in this matter. We agree to make no settlement without the consent of our clients.



Mark P. Bryant
President, Bryant Law Center
601 Washington Street
Paducah, KY 42003

Jeff Friedman
Friedman, Dazzio, Zulanis & Bolwing, P.C.
P.O. Box 43219
Birmingham, Al 35242

A MUNICIPAL ORDER ADOPTING “CITY OF PADUCAH, KENTUCKY, ADMINISTRATIVE PLAN FOR 2018 HOUSING CHOICE VOUCHER PROGRAM, EFFECTIVE MAY 1, 2018” 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;

WHEREAS, the Utility Allowances and the rates 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 2018 Housing Choice Voucher Program, effective May 1, 2018” 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 2018 Housing Choice Voucher Program, effective May 1, 2018.”

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, April 24, 2018
Recorded by Tammara S. Sanderson, City Clerk, April 24, 2018
mo\sec8-annual plan & utility allowance 2018

CITY OF PADUCAH KENTUCKY

Administrative Plan for 2018 Housing Choice Voucher Program

KY-137



Proposed Effective Date: May 1, 2018
As Adopted by the City of Paducah Board of Commissioners
Municipal Order #2018- _____

TABLE OF CONTENTS – City of Paducah Administrative Plan 2018 HCV Program

INTRODUCTION	5
Housing Choice Voucher (HCV) Program overview	5
PART I. ELIGIBILITY AND OBLIGATIONS	6
1. Eligibility Determination	6
2. Selection of Program Participants – Local Preferences	6
3. Income Targeting Selection Criteria	7
4. Eligibility Exceptions (not eligible)	7
5. Considerations in Denials and Termination-	7
6. Criminal Background Checks	8
7. Citizenship and Eligible Immigration Status	8
8. Verifying Income and Determining & Gross Family Contribution	8
9. Social Security and Supplemental Security Income Verification	8
10. Family Obligations	9
11. Interim Adjustments	9
12. Family Information Provided to Owners	9
13. Violence Against Women (VAWA) and Department of Justice Reauthorization Act of 2005	9
PART II. HOUSING STANDARDS AND INSPECTIONS	14
1. Housing Quality Standards and Inspection Procedures	14
2. Housing Quality Standards (Approval of Unit Size Family Selects)	15
3. Unit Size Selection by Family	15
4. Occupancy Standards	16
5. Disapproval of Owner	16
6. Annual Re-examinations	16
7. Continued Assistance after Family Break-Up	17
PART III. SPECIAL HOUSING TYPES & STANDARDS	18
1. Single Room Occupancy (SRO) [Sec. 982.602]	18
2. Congregate Housing [Sec. 982.606 of 24 CFR 982]	19
3. Group Home [Sec. 982.610]	20
4. Shared Housing [Sec. 982.615]	23
5. Cooperative Housing [Sec. 982.619]	24
6. Manufactured Home [Sec. 982.620]	25
PART IV. RENT, UTILITY ALLOWANCE STANDARDS	28
1. Minimum Rent	28

2.	Rent Reasonableness - Housing Choice Voucher Program _____	28
3.	Security Deposit _____	28
4.	Payments _____	28
5.	Payment Standard and FMR _____	28
6.	Contract Rent Adjustments _____	29
7.	Utility Allowances _____	29
8.	Portability - Voucher Program _____	29
 PART V. TERMINATION & GRIEVANCES _____		30
1.	Grounds for Denial or Termination of Assistance to Applicants and Participants _____	30
2.	Termination of Tenancy _____	30
3.	Grievance Procedures _____	30
4.	Complaints and Appeals _____	32
5.	Absence from Unit _____	32
6.	Restriction on the Number of Moves by a Participant Family _____	32
 PART VI. PROGRAMS _____		33
1.	Conversion HCV's _____	33
2.	HUD-VASH _____	33
3.	Supported Programs (SP) _____	34
4.	Family Self-Sufficiency Program _____	34
5.	HCV Homeownership Program _____	38
6.	Homeownership Option 10 Year Asset Exclusion _____	43
7.	Project-Based Voucher Program _____	44
 PART VII. ADMINISTRATION & EVALUATION _____		46
1.	Responsibilities of the Paducah Section 8 Housing office _____	46
2.	Program Management Roles _____	46
3.	Outreach _____	47
4.	Briefing Families, Issuing Housing Choice Vouchers _____	47
5.	Administrative Fee Reserve Expenditures _____	47
6.	Monitoring Program Performance _____	47
7.	Purged Files _____	48
8.	Fair Housing Policy and Equal Opportunity Housing Plan _____	48
9.	Limited English Proficient (LEP) Policy _____	49
10.	Reduction of Families Due to Reduced Funding _____	52
 PART VIII. MANAGEMENT ASSESSMENT OBJECTIVES _____		53

APPENDIX: 2018 FAIR MARKET RATES AND INCOME LIMITS	54
	54
APPENDIX: 2018 UTILITY ALLOWANCES	55
1. Single-family / Manufactured Home	55
2. Walk-up / Multi-family	56
3. Duplex / Townhouse	57

INTRODUCTION

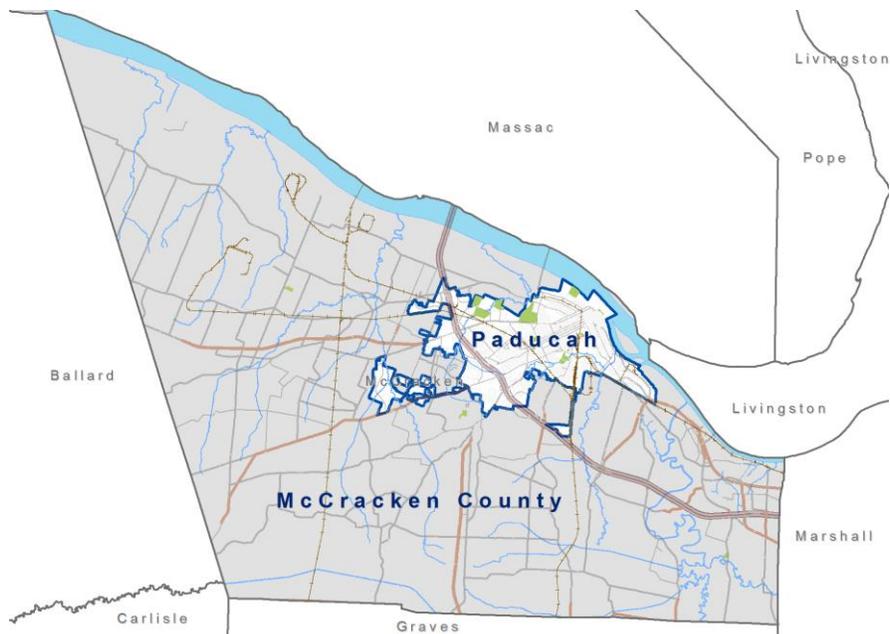
Our goal is to provide in Paducah-McCracken County decent, safe and sanitary rental housing for eligible families and to provide opportunities, promote self-sufficiency and economic independence for Housing Choice Voucher (HCV), also known as Section 8, program participants.

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. Applicant must be of the 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 5.233
 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.

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.

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.

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.

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

FORM HUD-5382

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

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.

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 the 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

Vouchers 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.

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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

- 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.

- 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.
- 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.
- 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 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.

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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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.

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.

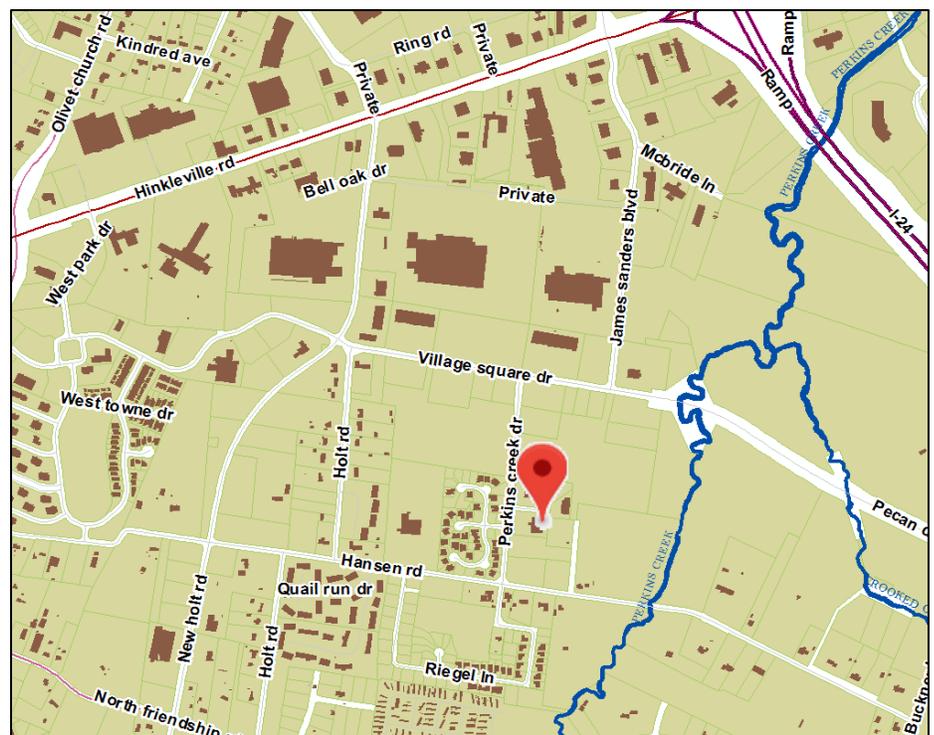
The PHA must determine the eligibility of all at-risk households identified by the owner. For purposes of determining income eligibility, the PHA uses the applicable low income limits (not the very low income limits).

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. 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. The City of Paducah Section 8 Housing adheres to HUD Notice FR-5596-N-01 and all subsequent HUD notices in regards to administration of the HUD-VASH program.

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.

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, familiar 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 12months 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 Roles

Program Administrator - Responsible for all aspects of the Section 8 programs.

Housing Specialist I and II- Responsible for applications, certifications, recertifications, issuing Section 8 checks, various reports and duties as directed by the Administrator.

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.

Board of Directors – Composition of the Board includes the Mayor of the City of Paducah as the Chair of the Board, three tenant members, 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: 2018 Fair Market Rates and Income Limits



FY 2018 FAIR MARKET RENT DOCUMENTATION SYSTEM

The Final FY 2018 FMRs for All Bedroom Sizes

Final FY 2018 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2018 FMR	\$475	\$540	\$684	\$878	\$1,060
FY 2017 FMR	\$485	\$542	\$675	\$887	\$984

McCracken County, KY is a non-metropolitan county.



FY 2017 INCOME LIMITS DOCUMENTATION SYSTEM

FY 2017 Income Limits Summary

FY 2017 Income Limit Area	Median Income	FY 2017 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
McCracken County	\$51,500	Very Low (50%) Income Limits (\$)	19,150	21,850	24,600	27,300	29,500	31,700	33,900	36,050
		Extremely Low Income Limits (\$)*	12,060	16,240	20,420	24,600	28,780	31,700*	33,900*	36,050*
		Low (80%) Income Limits (\$)	30,600	35,000	39,350	43,700	47,200	50,700	54,200	57,700

APPENDIX: 2018 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 KY137 Paducah /McCracken County		Unit Type Single-family/Manufactured Home			Date (mm/dd/yyyy) 05/01/2018		
Utility or Service	Monthly Dollar Allowances						
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	a. Natural Gas		18	18	24	24	24
	b. Bottle Gas		31	31	42	42	42
	c. Oil / Electric		69	69	72	74	76
	d. Coal / Other						
Cooking	a. Natural Gas	5	5	5	7	7	7
	b. Bottle Gas	4	4	8	11	14	16
	c. Oil / Electric	3	4	7	9	9	10
	d. Coal / Other						
Other Electric	13	24	27	36	40	44	
Air Conditioning			23	28	32	34	
Water Heating	a. Natural Gas	7	7	8	9	11	11
	b. Bottle Gas	8	9	10	11	14	16
	c. Oil / Electric	13	22	27	33	37	41
	d. Coal / Other						
Water	22	22	22	29	35	42	
Sewer	18	18	18	18	18	18	
Trash Collection	17	17	17	17	17	17	
Range/Microwave	5	5	5	5	5	5	
Refrigerator	6	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					Heating	\$	
					Cooking		
Address of Unit					Other Electric		
					Air Conditioning		
Number of Bedrooms					Water Heating		
					Water		
					Sewer		
					Trash Collection		
					Range/Microwave		
					Refrigerator		
					Other		
					Total	\$	

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)	
					05/01/2018	
Utility or Service	Monthly Dollar Allowances					
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	8	8	11	14	
	b. Bottle Gas	11	12	20	27	
	c. Oil / Electric	27	35	40	47	
	d. Coal / Other					
Cooking	a. Natural Gas	5	5	5	7	7
	b. Bottle Gas	4	4	8	11	16
	c. Oil / Electric	3	4	7	9	10
	d. Coal / Other					
Other Electric	13	24	27	36	40	44
Air Conditioning	8	9	17	21		
Water Heating	a. Natural Gas	7	7	8	9	11
	b. Bottle Gas	8	9	10	11	16
	c. Oil / Electric	13	22	27	33	41
	d. Coal / Other					
Water	22	22	22	29	35	42
Sewer	18	18	18	18	18	18
Trash Collection	17	17	17	17	17	17
Range/Microwave	5	5	5	5	5	5
Refrigerator	6	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					Heating	\$
					Cooking	
Address of Unit					Other Electric	
					Air Conditioning	
Number of Bedrooms					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		Unit Type			Date (mm/dd/yyyy)		
KY137 Paducah /McCracken County		Duplex/Townhouse/Rowhouse			05/01/2018		
Utility or Service	Monthly Dollar Allowances						
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	a. Natural Gas	9	11	14	16	20	22
	b. Bottle Gas	17	21	27	31	36	41
	c. Oil / Electric	36	45	60	67	73	76
	d. Coal / Other						
Cooking	a. Natural Gas	5	5	5	7	7	7
	b. Bottle Gas	4	4	8	11	14	16
	c. Oil / Electric	3	4	7	9	9	10
	d. Coal / Other						
Other Electric	13	24	27	36	40	44	
Air Conditioning	10	13	22	27	31	34	
Water Heating	a. Natural Gas	7	7	8	9	11	11
	b. Bottle Gas	8	9	10	11	14	16
	c. Oil / Electric	13	22	27	33	37	41
	d. Coal / Other						
Water	22	22	22	29	35	42	
Sewer	18	18	18	18	18	18	
Trash Collection	17	17	17	17	17	17	
Range/Microwave	5	5	5	5	5	5	
Refrigerator	6	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	

**Agenda Action Form
Paducah City Commission**

Meeting Date: 24 April 2018

Short Title: KOHS 2018 Grant Application – Paducah Fire Department’s first-responder equipment

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Chief Steve Kyle, Deputy Chief Matt Tinsley, Adam Shull

Presentation By: Chief Kyle

Background Information: The Kentucky Office of Homeland Security (KOHS) grant program, funded by the U.S. Department of Homeland Security, can be used by city and county governments, area development districts and public universities to purchase first-responder equipment, communications, cyber security and critical infrastructure protection. In 2014, the City of Paducah received \$75,000 for the installation of an emergency generator for the Paducah Police Department.

For the 2018 KOHS funding cycle, the Paducah Fire Department seeks funds for structural firefighting gear, boots and gloves. A set of gear is about \$2,000 and the PFD needs five sets to replace worn, expired gear. The grant request will be or \$10,000. There is not a match requirement for this project.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

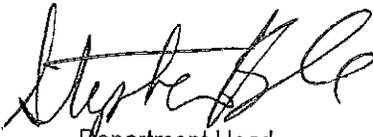
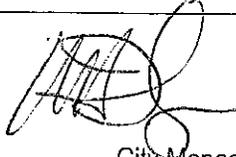
Funds Available:

Account Name:
Account Number:
Project Number:
CFDA:

Finance

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

Attachments: None

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

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 \$10,000, FOR STRUCTURAL FIREFIGHTING GEAR, BOOTS AND GLOVES FOR THE PADUCAH FIRE DEPARTMENT AND TO EXECUTE ANY DOCUMENTS WHICH ARE DEEMED NECESSARY BY KOHS TO FACILITATE AND ADMINISTER THE PROJECT AND TO ACT AS THE AUTHORIZED CORRESPONDENT FOR THIS PROJECT. THIS MUNICIPAL ORDER ALSO ESTABLISHES PROCUREMENT POLICY FOR ANY KOHS APPROVED PROJECT FOR THE FY2018 APPLICATION CYCLE

WHEREAS, the City of Paducah, Kentucky desires to make an application for United States Department of Homeland Security and/or Commonwealth of Kentucky funds for a project to be administered by Kentucky Office of Homeland Security; and

WHEREAS, it is recognized that an application for and approval of Kentucky Office of Homeland Security funds impose certain obligations and responsibilities upon the city.

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

SECTION 1. The Mayor is hereby authorized to execute and furnish all required documentation and to act as the authorized correspondent for a 2018 grant application through the Kentucky Office of Homeland Security in the amount of \$10,000, to be used for the purchase of 5 sets of structural firefighting gear, boots and gloves for the Paducah Fire Department. No local cash or in-kind match is required.

SECTION 2. For the purpose of any KOHS funded projects using FY2018 funds, the city will use the provisions of KRS 45A for the purchase of equipment and/or services. For any equipment and/or services under \$20,000, three (3) quotes will be obtained. For any equipment and/or services that exceed \$20,000 the provisions of KRS 45A will apply.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, April 24, 2018
Recorded by Tammara S. Sanderson, City Clerk, April 24, 2018
\\mo\grants\app-KOHS Firefighting Gear 2018

**Agenda Action Form
Paducah City Commission**

Meeting Date: 24 April 2018

Short Title: KOHS 2018 Grant Application – Paducah Police Department bomb suits

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Chief Brandon Barnhill, Adam Shull

Presentation By: Chief Barnhill

Background Information: The Kentucky Office of Homeland Security (KOHS) grant program, funded by the U.S. Department of Homeland Security, can be used by city and county governments, area development districts and public universities to purchase first-responder equipment, communications, cyber security and critical infrastructure protection. In 2014, the City of Paducah received \$75,000 for the installation of an emergency generator for the Paducah Police Department.

For the 2018 KOHS funding cycle, the Paducah Police Department seeks funds to replace bomb suits for the Bomb Squad. This team makes an average of 30 calls per year among the 30 surrounding counties it serves. Federal grant funding shortly after 9/11 brought much of the equipment and resources still in use, and key elements of the bomb suits are expired. The suits are required for when team members approach a dangerous device, and they have ballistic material and cooling and air return systems. The ballistic material in particular has reached the end of its life expectancy and is in need of replacement. The total project cost is \$105,000 and the PPD will request this amount. Each suit cost \$35,000 and three are needed. There is not a match requirement for this project.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

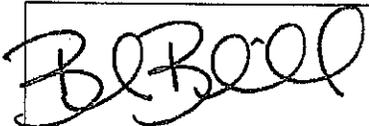
Funds Available:

Account Name:
Account Number:
Project Number:
CFDA:

Finance

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

Attachments: None

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

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 \$105,000, FOR BOMB SUITS FOR THE PADUCAH POLICE DEPARTMENT BOMB SQUAD AND TO EXECUTE ANY DOCUMENTS WHICH ARE DEEMED NECESSARY BY KOHS TO FACILITATE AND ADMINISTER THE PROJECT AND TO ACT AS THE AUTHORIZED CORRESPONDENT FOR THIS PROJECT. THIS MUNICIPAL ORDER ALSO ESTABLISHES PROCUREMENT POLICY FOR ANY KOHS APPROVED PROJECT FOR THE FY2018 APPLICATION CYCLE

WHEREAS, the City of Paducah, Kentucky desires to make an application for United States Department of Homeland Security and/or Commonwealth of Kentucky funds for a project to be administered by Kentucky Office of Homeland Security; and

WHEREAS, it is recognized that an application for and approval of Kentucky Office of Homeland Security funds impose certain obligations and responsibilities upon the city.

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

SECTION 1. The Mayor is hereby authorized to execute and furnish all required documentation and to act as the authorized correspondent for a 2018 grant application through the Kentucky Office of Homeland Security in the amount of \$105,000, to be used for the purchase of 3 bomb suits for the Paducah Police Department Bomb Squad. No local cash or in-kind match is required.

SECTION 2. For the purpose of any KOHS funded projects using FY2018 funds, the city will use the provisions of KRS 45A for the purchase of equipment and/or services. For any equipment and/or services under \$20,000, three (3) quotes will be obtained. For any equipment and/or services that exceed \$20,000 the provisions of KRS 45A will apply.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, April 24, 2018
Recorded by Tammara S. Sanderson, City Clerk, April 24, 2018
\mo\grants\app-KOHS Bomb Suits Police Dept 2018

Agenda Action Form Paducah City Commission

Meeting Date: April 10th, 2018

Short Title: Termination of Easement between Four Rivers Behavioral health and City of Paducah

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Maegan Mansfield, P.E., EPW Proj Mgr
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

The City of Paducah entered into a perpetual easement agreement on December 12th, 2006 with Western Kentucky Regional Mental Health and Mental Retardation Advisory Board, Inc. d/b/a Four Rivers Behavioral Health. The easement, recorded in Deed Book 1111, Page 41, allowed for the City of Paducah to use the property's parking lot after business hours. The objective of the easement was to allow for public parking during City events. Both parties have reached a conclusion that the easement is no longer necessary and desire to terminate the easement.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: N/A
Account Number: N/A
Project Number: N/A

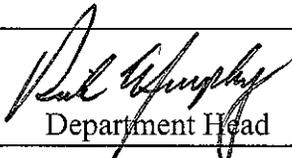
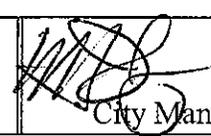
Finance

Staff Recommendation:

Authorize the Mayor to sign the termination of easement document, as referenced herein, recorded in Deed Book 1111, Page 41.

Attachments:

Termination of Easement

 Department Head	City Clerk	 City Manager
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AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A TERMINATION OF EASEMENT WITH WESTERN KENTUCKY REGIONAL MENTAL HEALTH AND MENTAL RETARDATION ADVISORY BOARD, INC. DBA FOUR RIVERS BEHAVIORAL HEALTH FOR A PARKING LOT AREA LOCATED ON THE SOUTHSIDE OF JEFFERSON STREET BETWEEN NORTH FOURTH AND NORTH FIFTH STREETS

WHEREAS, the City of Paducah by Ordinance 2006-11-7207 authorized a perpetual easement between the City of Paducah, Kentucky, and the Western Kentucky Regional Mental Health and Mental Retardation Advisory Board, Inc., DBA Four Rivers Behavioral Health (FRBH) for a parking lot area located on the southside of Jefferson Street between North Fourth and North Fifth Streets; and

WHEREAS, the City and FRBH mutually agree that the termination of said Perpetual Easement is in the best interest of both parties; and

WHEREAS, after the approval of this ordinance, the Termination of Easement shall be made part of the public records of the City of Paducah, Kentucky, and recorded in the office of the County Court Clerk of McCracken County, Kentucky.

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

SECTION 1. That the Mayor is hereby authorized to execute a Termination of Easement with Western Kentucky Regional Mental Health and Mental Retardation Advisory Board, Inc., DBA Four Rivers Behavioral Health, for a parking lot area located on the southside of Jefferson Street between North Fourth and North Fifth Streets and being more particularly described as follows:

PARCEL "B"

A certain tract of land as surveyed by K. Jett Wood, PLS No. 3445 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on March 31, 2000 located at the southeast corner of 5th Street and Jefferson Street in the City of Paducah, McCracken County, Kentucky and being more particularly described as follows:

Beginning at a punch mark in concrete (found) 33.0 feet south at right angles from the centerline of Jefferson Street, said centerline point being 30 feet east with said centerline from the centerline intersection of Jefferson Street and 5th Street;

THENCE South 25 degrees 35 minutes 05 seconds East for a distance of 173.25 feet with the east right-of-way of 5th Street to a P. K. Nail (found) in asphalt 30.0 feet east at right angles from the centerline of said street;

THENCE North 64 degrees 24 minutes 55 seconds East for a distance of 173.25 feet with the north line of the Duke and Long Distributing Company, Inc. properties described as Parcel A in Deed Book 912, Page 446 and as Tract I in Deed Book 912, Page 452 [passing through a P. K. Nail (set) in asphalt at 108.75 feet] to a P. K. Nail (found) in asphalt;

THENCE North 25 degrees 35 minutes 05 seconds West for a distance of 173.25 feet with the west line of the Duke and Long Distributing Company, Inc. property described as Parcel C in Deed Book 912, Page 446 [passing through a P. K. Nail (set) in asphalt at 22.94 feet] to a 1/2" diameter rebar

with aluminum cap stamped SCI No. 3015 (found) 33.0 feet south at right angles from the centerline of Jefferson Street;

THENCE South 64 degrees 24 minutes 55 seconds West for a distance of 173.25 feet with the south right-of-way of Jefferson Street to the point of beginning.

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

Said property contains 0.6891 acres.

Bearings described herein are based on a bearing South 64 degrees 24 minutes 55 seconds West along the south right-of-way of Jefferson Street.

PARCEL "C"

A certain tract of land as surveyed by K. Jett Wood, PLS No. 3445 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on March 31, 2000 located at the southwest corner of 4th Street and Jefferson Street in the City of Paducah, McCracken County, Kentucky and being more particularly described as follows:

Beginning at a 1/2" diameter rebar with aluminum cap stamped "SCI No. 3015" (found) 33 feet south at right angles from the centerline of Jefferson Street, said centerline point being 33.0 feet west with said centerline from the centerline intersection of Jefferson Street and 4th Street;

THENCE South 64 degrees 24 minutes 55 seconds West for a distance of 173.25 feet with the south right-of-way of Jefferson Street to a 1/2" diameter rebar with aluminum cap stamped "SCI 3015" (found) 33.0 feet south at right angles from the centerline of said street;

THENCE South 25 degrees 35 minutes 05 seconds East for a distance of 150.31 feet with the east line of the Duke and Long Distributing Company, Inc. property described as Parcel B in Deed Book 912, Page 446 to a P. K. Nail (set) in asphalt;

THENCE North 64 degrees 24 minutes 55 seconds East for a distance of 173.25 feet with the north line of the Ronald L. and Sara N. King property described as Deed Book 863, Page 609 to a point 33.0 feet west at right angles from the centerline of 4th Street, said point being located South 64 degrees 24 minutes 50 seconds West for a distance of 0.53 feet from a 1/2" diameter rebar with aluminum cap stamped "SCI No. 3015 (found);

THENCE North 25 degrees 35 minutes 05 seconds West for a distance of 150.31 feet with the west right-of-way of 4th Street to the point of beginning.

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

Said property contains 0.5978 acres.

Bearings described herein are based on a bearing of South 64 degrees 24 minutes 55 seconds West along the south right-of-way of Jefferson Street.

Being a part of the same property conveyed to Anthony Veltri, by Deed dated June 4, 2003, of record in Deed Book 1011, Page 304, McCracken County Clerk's Office.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners April 10, 2018

Adopted by the Board of Commissioners _____

Recorded by Tammara S. Brock, City Clerk, _____

Published by *The Paducah Sun*, _____

word\lease - termination Four Rivers Behavioral Health

TERMINATION OF EASEMENT

COME, the undersigned, after first being duly sworn and under oath, state as follows:

- WHEREAS, by Perpetual Easement dated December 12, 2006, of record in Deed Book 1111, Page 41, McCracken County Clerk's Office, by and between Western Kentucky Regional Mental Health and Mental Retardation Advisory Board, Inc. d/b/a Four Rivers Behavioral Health (Grantor) and City of Paducah, Kentucky, (Grantee), a non-exclusive right in the premises set out therein, was granted to Grantee.
- That Ordinance No. 2006-11-7207 authorized the Mayor to execute said Perpetual Easement between the City of Paducah, Kentucky and Western Kentucky Regional Mental Health and Mental Retardation Advisory Board, Inc. dba Four Rivers Behavioral Health.
- That pursuant to Paragraph 21 of said Easement, the power to amend or modify was granted, provided it was in writing and signed by both parties thereto; and
- The parties mutually agree that the termination would be in the best interests of both parties as evidenced by their execution hereof.

After approval and execution by the parties, this Termination of the Easement shall be recorded in the McCracken County Clerk's Office, and a notation of its filing entered on the margin of the Perpetual Easement.

IN TESTIMONY WHEREOF, witness the hands of the Party Affiants on this 27th day of March, 2018.

WESTERN KENTUCKY REGIONAL
MENTAL HEALTH AND MENTAL
RETARDATION ADVISORY BOARD,
INC., D/B/A FOUR RIVERS BEHAVIORAL
HEALTH

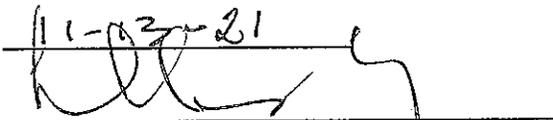
CITY OF PADUCAH, KENTUCKY

BY: 
TERRY HUDSPETH
CHIEF EXECUTIVE OFFICER

BY: _____
BRANDI HARLESS
MAYOR

STATE OF KENTUCKY)
) SS
COUNTY OF McCRACKEN)

The foregoing Termination of Easement was subscribed, sworn to and acknowledged before me by TERRY HUDSPETH as CHIEF EXECUTIVE OFFICER of and on behalf of WESTERN KENTUCKY REGIONAL MENTAL HEALTH AND MENTAL RETARDATION ADVISORY BOARD, INC., D/B/A FOUR RIVERS BEHAVIORAL HEALTH, on this the 21st day of MARCH, 2018.

My Commission Expires: 11-03-21

NOTARY PUBLIC



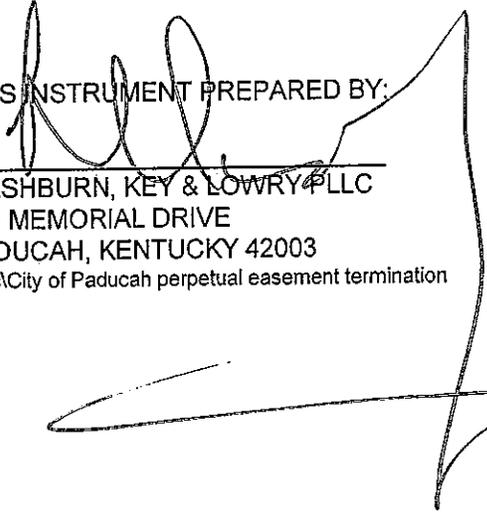
STATE OF KENTUCKY)
) SS
COUNTY OF McCracken)

The foregoing Termination of Easement was subscribed, sworn to and acknowledged before me by BRANDI HARLESS as MAYOR of and on behalf of CITY OF PADUCAH, KENTUCKY, on this the ____ day of _____, 2018.

My Commission Expires: _____

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:



WASHBURN, KEY & LOWRY PLLC
139 MEMORIAL DRIVE
PADUCAH, KENTUCKY 42003
Misc\City of Paducah perpetual easement termination

Agenda Action Form Paducah City Commission

Meeting Date: 3/27/2018

Short Title: Federal Engineering CAD Implementation Agreement.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: McManus, Stringer, Barnhill, Zidar, Kyle, Tinsley, Chino.
Presentation By: Ed McManus.

Background Information: This is an amendment to our original consulting agreement with Federal Engineering to provide oversight support of CAD installation on a "time & material" basis.

On August 18, 2016, the City of Paducah entered a professional consulting agreement with Federal Engineering for assistance with the 911 Communications Services Upgrade Project. The initial agreement is for the amount of \$252, 172.00.

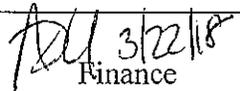
The consulting agreement requires weekly teleconference calls, document reviews, site visits, etc. As the process evolves toward purchase and installation of Computer Assisted Dispatch (CAD) software, it is apparent there needs to be implementation support in addition to the original agreement.

This Implementation Agreement is for the amount of \$99,800.00 and provides support through an expected 12 – 18 month installation of extremely technical software containing several thousand individual items that must be verified and tested.

Although there have been minor amendments to the original agreement not in need of City Commission approval, this amendments is paramount in service and price. This was anticipated at inception of the original agreement, but impossible to determine until a vendor was selected and service agreed.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: 911 Project GOB
Account Number: E91105


Finance

Staff Recommendation: The City Commission authorize Mayor Harless to amend our original agreement with Federal Engineering for support of CAD implementation oversight on a "time & material" basis in the amount not to exceed \$99,800.00.

Attachments:

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2018 - _____

**AN ORDINANCE AUTHORIZING AND APPROVING FIVE
(5) AMENDMENT AGREEMENTS WHICH SUPPLEMENT
THE PROFESSIONAL CONSULTING AGREEMENT
THAT WAS MADE WITH FEDERAL ENGINEERING, INC.**

WHEREAS, on August 26, 2016, the Board of Commissioners adopted Ordinance No. 2016-8-8401 which authorized the execution of a Professional Consulting Agreement with Federal Engineering, Inc. ("Federal Engineering") for the performance of consulting services on the planning, design and implementation of an upgraded 911 system which is compliant with existing legal requirements; and

WHEREAS, the City requested Federal Engineering to perform additional consulting services with respect to the design and procurement of a replacement digital logging recorder and computer assisted dispatch system ("CAD System") that will be utilized in the upgraded 911 system; and

WHEREAS, Federal Engineering submitted three (3) separate amendment agreements which identify the additional services that it performed, and the estimated cost of those services, all of which were approved and authorized by the City Manager; and

WHEREAS, the City has requested Federal Engineering to perform additional consulting services with respect to the acquisition, installation, verification and testing of the replacement digital logging recorder and CAD System, and the records management system that will be utilized therewith ("RMS"); and

WHEREAS, Federal Engineering has submitted two additional amendment agreements which outline the additional services that it has agreed to perform, and the estimated cost of those services, which agreements are identified as Amendment No. 6 and Amendment No. 7; and

WHEREAS, the additional consulting services provided by Federal Engineering under the amendment agreements have been and will continue to be critical to the achievement of the upgraded 911 system, and the operability and performance of that system.

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

SECTION 1. The City Commission does hereby approve the three (3) amendment agreements that Federal Engineering submitted on the additional consulting services that it has performed. A summary of these amendment agreements is as follows:

- (a) Amendment No. 2, which is dated April 5, 2017, is comprised of additional consulting services that were performed with respect to evaluating and drafting terms and conditions for the RFPs issued on the replacement digital logging recorder and CAD system, having an estimated total cost of \$9,890.00.
- (b) Amendment No. 3, which is dated August 24, 2017, is comprised of additional consulting services that were performed with respect to defining the operational and technical requirements for the replacement digital audio logging recorder, and preparing and implementing a final RFP on the recorder, having an estimated total cost of \$34,900.00.
- (c) Amendment No. 5, which is dated January 26, 2018, is comprised of additional consulting services that were performed with respect to evaluating and negotiating the final terms and conditions on the procurement of the CAD system, having an estimated total cost of \$6,608.00

The City Commission authorizes an expenditure of up to \$51,398.00 to fund the estimated costs under

the amendment agreements.

SECTION 2. The City Commission does hereby approve Amendment No. 6 and Amendment No. 7 that Federal Engineering submitted on the additional consulting services that it has agreed to perform. A summary of these amendment agreements is as follows:

- (a) Amendment No. 6, which is dated March 30, 2018, is comprised of additional consulting services that relate to the procurement, implementation and testing of the CAD system and RMS, and the development of training programs for those systems, having an estimated total cost of \$105,000.00.
- (b) Amendment No. 7, which is dated August 24, 2017, is comprised of additional consulting services that relate to the evaluation, implementation and testing of the replacement digital logging recorder, and the development of training programs for that equipment, having an estimated total cost of \$15,000.00.

The City Commission hereby authorizes the execution of Amendment No. 6 and Amendment No. 7.

The City Commission further authorizes an expenditure of up to \$120,000.00 to fund the estimated costs under the amendment agreements.

SECTION 3. The City Commission does hereby authorize and instruct the Mayor to execute Amendment No. 6 and Amendment No. 7 on behalf of the City. The City Commission further ratifies the City Manager's approval and execution of Amendment No. 2, Amendment No. 3 and Amendment No. 5.

SECTION 4. Amendment No. 1 and Amendment No. 4 to the Professional Consulting Agreement are expressly excluded from this Ordinance. Amendment No. 1, which relates to a clarification made by Federal Engineering to the Professional Consulting Agreement, was approved under Ordinance No. 2016-8-8401. Amendment No. 4, which relates to additional

consulting services offered by Federal Engineering on implementation support, was rejected by the City Manager.

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

MAYOR

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners on _____, 2018.
Adopted by the Board of Commissioners on _____, 2018.
Recorded by City Clerk on _____, 2018.
Published by The Paducah Sun on _____, 2018.
\\911\E-911 CAD Implementation Federal Engineering Amendments 4-2018
Ordinance prepared by Tom Keuler at KKHB



**Federal
Engineering®**

Federal Engineering, Inc.

10600 Arrowhead Drive
Fairfax, VA 22030
703-359-8200

Issued: March 20, 2018

**ATTACHMENT TO
PROFESSIONAL CONSULTING AGREEMENT**

Dated: August 18, 2016

Amendment #1: August 18, 2016

Amendment #2: April 5, 2017

Amendment #3: August 24, 2017

Amendment #4: December 13, 2017

Amendment #5: January 26, 2018

Amendment #6 March 20, 2018

**AMENDMENT #6
PROJECT: PADKY-CAD-IMPLTN
CITY OF PADUCAH, KENTUCKY**

**COMPUTER-AIDED DISPATCH AND RECORDS MANAGEMENT
SYSTEM (CAD/RMS) IMPLEMENTATION OVERSIGHT SUPPORT**

1. INTRODUCTION AND ISSUES

The City of Paducah, Kentucky (City) is in the process of replacing their computer aided dispatch (CAD), records management system (RMS), and mobile data systems. In August 2016, the City retained Federal Engineering, Inc. (*FE/Kimball*) to assist them with defining requirements, developing procurement documents, and providing implementation support services for this project.

The City desires *FE/Kimball* to provide contract negotiations support for their upcoming best and final offer (BAFO) meeting with the highest-ranking vendor and provide implementation oversight and support to the CAD/RMS project.

2. TASKS TO BE PERFORMED

In response to the City's request, *FE/Kimball* will perform the tasks defined in this section.

Task 1—Completion of Contract Negotiations and Procurement

FE/Kimball will continue to support the current contract negotiations through to conclusion, so the City obtains the best value for their financial commitment. Research activities will be performed with other jurisdictions to compare costs and feature offerings to evaluate the consistency of vendor contract and pricing terms. Our experience indicates that the contract negotiation process for these types of projects may require the following steps:

- Assist staff in preparing a draft agreement based upon contracting requirements “boilerplate,” advice from the City’s procurement staff, and reviews of vendor contract documentation, installation agreements, licensing agreements, and support agreements, making changes as required so that they reflect client needs.
- Supplement the City’s contracting language with information about the project/system procurement SOW. This includes information from the request for proposals (RFP) regarding system design, functionality, and performance requirements and conditions. Information included is relevant to change order policies, testing, terms and conditions, and payment terms.
- Assist staff in negotiations with the vendor(s) whose exhibits and supplemental information should be combined and included into the contract document.
- Assist with deciding the “order of precedence” of documents in terms of vendor and the City responsibilities and expectations.
- Attend meeting(s) with the vendor(s) to review and discuss their contract offerings, including contract pricing and other key conditions. We will advise the City regarding options for resolution of differences so that a final agreement can be reached.

From our experience with these types of consulting projects, we believe the negotiation of a comprehensive contract with explicit terms, conditions, and performance measures is an essential risk-prevention step for a jurisdiction engaged in a complex technology procurement.

We anticipate that contract negotiations with the preferred vendor(s) can be completed within one month after selection of the preferred vendor.

Task 2—Project Management, Implementation Support, and Training (to be performed on a time and materials basis)

The *FE/Kimball* project manager will work closely with the City of Paducah project manager to examine that the CAD/RMS systems successfully complete the necessary stages and that the selected vendor adheres to project requirements. *FE/Kimball’s* project team has been through many projects as public safety communications personnel and first responders, consultants, and vendors, and are aware of the roles and responsibilities of each and how they contribute to a successful project.

Planning and Project Team Support—Our team will work with and coordinate the selected system vendor to prepare an implementation plan for the replacement of the current systems. The development of this plan is instrumental in the management of the procured solution. This plan reflects key information relative to the implementation of the new systems and subsystems, including detailed milestones, implementation timelines, deliverables, budget, and definition of both the City’s and vendor contracted responsibilities and contingencies for key project activities.

The implementation plan for the new systems identifies the project deliverables and the interdependencies among deliverables to achieve project success. The plan includes an audit

trail to allow the participating agencies and the **FE/Kimball** team to record key events in the project execution, and to compare current status with planned milestones.

The system implementation plan will include known assumptions and constraints to the project, a staffing plan defining who and which organizations are responsible for tasks that are integral to the project, and risk management. This plan will provide a means of managing the project and reporting status, risks, delays, and problems that need to be resolved. This plan will serve as a tool for our team to evaluate contract compliance.

The **FE/Kimball** team will utilize the project plan throughout the implementation phase of the project to identify issues, recommend corrective actions, and report on the status of implementation progress. Our consultative support and subject matter expertise is provided throughout this phase to address project issues and alternatives.

Project status meetings will be scheduled on both a regular basis as agreed to with the City of Paducah, and ad hoc when circumstances and events require quick action. **FE/Kimball** will work with the City to make the best use of available conference technologies for both in-person and remote users. The **FE/Kimball** project manager will attend most project-level meetings in person. Emphasis will be given to attending meetings at the beginning of a new phase, for key milestones, and for the conclusion of each phase. **FE/Kimball** will facilitate by providing agenda, distribution of previously submitted materials, and completion and distribution of meeting minutes after review. The pattern of meetings, participants, and written reports will be documented in a communications plan that will clearly spell out how and when these events will occur and who is expected to participate or receive information as a result.

Once the contract with the vendor has been executed, the **FE/Kimball** team will perform the following installation and implementation tasks:

Task 2.1—Implementation Planning

FE/Kimball will assist the City project manager and project team with scope control and change management. The **FE/Kimball** and City project managers will monitor scope on a continuous basis. Generally speaking, requirements take the following forms, and changes need to be considered carefully:

- Tasks and activities are enumerated in the schedule and described in greater detail in various plans.
- Deliverables are defined in the RFP and proposals and further in document descriptions.
- Requirements documentation describes the functional and non-functional requirements, and service levels to be provided by the vendor.
- Architecture, design, and other documentation describes how the system will perform from the perspective of end users, data maintenance, and system managers.
- Bill of materials and similar documents describe quantities of items such as hardware, software, and services to be provided.

Change requests to the project scope by project stakeholders should be encouraged. However, a process needs to be established within the requesting organization to determine the need and justification, to be forwarded to the project manager for their organization. The **FE/Kimball** and City project managers will log and review the change request and determine if the change is required. If a change is required, participants will agree to use the project change request. New or modified requirements will be jointly analyzed for impact on:

- Scope
- Schedule
- Quality
- Cost
- Other deliverables, staffing, or workload

FE/Kimball will assist the City in documenting and briefing the change request to project executives, and, if necessary, to the vendor. **FE/Kimball** will assist the City in negotiations of scope, cost, or schedule with the vendor as necessary. Change requests will be recorded and tracked. Current status will be maintained and included in the status reporting process.

FE/Kimball team members have a wide variety of expertise and experience in reviewing vendor submissions for quality and compliance. If other technical experts are required, in-house technical experts in IT, networks, radio, telephony, testing, and training are available.

A master list of both milestones (events or conditions) and deliverables (tangible items such as documents) will be maintained in conjunction with the project's master schedule. Additionally, **FE/Kimball** will work with the City on requiring the vendor to define the content, format, and other attributes of the deliverables so there are no surprises upon delivery. Deliverables will be tracked and will provide due dates, the responsible party, and the parties who will review and approve the deliverable and its current status.

FE/Kimball will review the project cutover plan with input from the City, the CAD/RMS vendor, as well as other third-party vendors and stakeholders. The cutover plan will be developed with input from stakeholders as to what is necessary from their perspective for a successful cutover. Tasks and milestones will be defined, put in order of precedence, and assigned to an individual who will report on status and completion as the cutover progresses. Typically, the plan will cover technologies (hardware, software, and networks), personnel and training, data preparation, documentation, and interfaced systems. The cutover plan will also describe the process for recording and resolving errors in system operation and for logging other indicators of the vendor's performance and other record keeping that will be used to determine if the system has met the criteria for acceptance.

Task 2.2—System Design Review

We will obtain and review detailed design plans/network diagrams for the implementation of the CAD/RMS system. Our project team will secure system documentation, including system diagrams, schematics, and as-built drawings from the system/equipment vendor. The

FE/Kimball team will review system documentation and make recommendations for additions/changes, so they meet the needs of the participating agencies and their stakeholders.

Task 2.3—System Implementation

FE/Kimball will provide project oversight services for installation and acceptance of the procured CAD/RMS system and associated vendor deliverables. Our project team members will use the master project plan to monitor vendor implementation activities and to make recommendations regarding the performance of the vendor and compliance with contracted responsibilities.

Task 2.4—Develop Program Migration Strategies

Our team will advise the City regarding migration strategies for implementation of the new CAD/RMS systems. The *FE/Kimball* team will assist in developing strategies to attain full functionality of each of the systems with minimal impact upon operational and other critical activities. The migration plans will incorporate best practices from similar deployments and operational factors to maintain delivery of service to the public and emergency responders during cutover.

Task 2.5—Training

The *FE/Kimball* project manager and other members of the team will work with the City project manager and other stakeholders on the team in developing training plans that identify objectives, target audience, optimum size, format, and content. The *FE/Kimball* team is familiar with assisting customers on a variety of training needs, including the following:

- Executive management
- Supervisors
- Communications center personnel
- Mobile users
- Data maintenance staff and system administrators

FE/Kimball will assist in the review of the selected vendor's training plans specific to system administrator/user training. We will assist the City in the organization, scheduling, and oversight of the training necessary to effectively implement the new systems.

The training plan will also identify facility and equipment requirements for training activities.

Task 2.6—Monitor Contract Compliance

We will provide project oversight services for installation and acceptance of the procured systems and associated vendor deliverables. *FE/Kimball* will use the master project plan to monitor vendor implementation activities and to make recommendations regarding the performance of the vendor and compliance with contracted responsibilities.

Subtask 2.6.1—Punch Lists

FE/Kimball will prepare and monitor punch lists for the project, identifying issues and problems that need to be resolved with the implementation of the system(s). With a project of this nature, issues are confronted during implementation that need to be resolved prior to systems/

equipment testing and/or acceptance. We will identify and track these issues for the City based on the project plan and the vendor implementation plan as a means of providing an accurate status of the project's progress and potential delays. These punch lists drive periodic status meetings throughout project implementation.

Task 2.7—Assist with System Testing

FE/Kimball will observe, evaluate, and make recommendations for the process of functional and system acceptance testing. We will work closely with City stakeholder representatives in reviewing testing strategies, reviewing and documenting functional, interface, integration, and reliability, and test plans for system implementation, and assist them in reviewing test results related to these testing events that ultimately lead to final system acceptance of the procured systems. The system testing reviews are conducted utilizing agreed-upon performance criteria. Our project team will provide support in developing error reports for use in the monitoring of testing results and notification to the vendor when testing criteria have not been met.

Task 2.8—Assist with System Cutover

FE/Kimball will advise the City regarding migration strategies for implementation of the new CAD/RMS systems and related subsystems. Our project team will assist in developing strategies to attain full functionality of each of the systems with minimal impact upon operational and other critical activities. The migration plans will incorporate human technology and operational factors to maintain delivery of service to the public and emergency responders. It has been our experience that with these type of complex projects, the CAD system is typically implemented first, followed by implementation of the related subsystems.

A key element of cutover is to document the issues related to the implementation, including hardware, software, and operational issues. An Issues List will be created at the start of the implementation process and is reviewed during project update meetings.

Task 2.9—Assist with Project Closeout

FE/Kimball will determine if issues have been dealt with prior to final acceptance and project closeout. *FE/Kimball* will evaluate whether the following have been completed by the vendor:

- Punch list items have been resolved or are resolved to the satisfaction of the City project staff
- As-built system documentation is received by the City
- Maintenance policies and procedures are developed as necessary
- Current training material is received for future training sessions
- City project staff is provided with a recommendation for system final acceptance

3. ESTIMATED SCHEDULE

The following table identifies this amendment's estimated schedule.

Estimated Date	Task Description
March 2018	<ul style="list-style-type: none"> • Complete remaining contract negotiations • Request and evaluate BAFO
April 2018 start to 12-to-18 months	<ul style="list-style-type: none"> • Support implementation on Time and Materials basis as per Section 2 and vendor implementation schedule.

4. STAFFING/ORGANIZATION

Mr. Mike Dubé, *FE/Kimball's* City of Paducah CAD/RMS project manager, will lead the project with subject matter expert support from other *FE/Kimball* practitioners.

5. ESTIMATED COST

FE/Kimball will conduct the tasks in Section 2 on a time and materials basis at a discounted rate of \$215.00 per hour for Director/Chief Consultant, \$170.00 per hour for Project Manager, and \$160.00 per hour for Senior Consultant. Amendment 6 initially authorizes a maximum of \$99,800. Additional work outside of this amendment remains subject to the rates found at Schedule A.

5.1 Invoicing

Monthly invoices will detail *FE/Kimball's* project team personnel working on the tasks authorized in this amendment and the number of hours charged and a brief description of the work performed. *FE/Kimball's* project manager will notify the City's project manager should additional funding be required to complete the approved tasks. The authorized funding will be increased by a written modification to this task duly executed by both the City and *FE/Kimball*.

6. BASIS FOR OUR SCOPE OF WORK

1. This amendment assumes *FE/Kimball* will perform the tasks that Section 2 defines. The deletion of a task or significant change in scope of one or more tasks may affect the overall price.
2. The estimated cost for this amendment assumes *FE/Kimball's* completion of tasks offsite and does not include travel or other direct costs.
3. *FE/Kimball's* ability to fulfill these tasks depends, in part, on the willingness and ability of the City, the City's participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, software, and license filings resulting therefrom cannot, therefore, be warranted by *FE/Kimball* nor can the performance, suitability, or reliability of said systems be warranted by *FE/Kimball*. *FE/Kimball* accepts no responsibility or liability to any third party in respect to any information or related content delivered by *FE/Kimball*. This information is subjective in certain respects, and, thus, susceptible to multiple interpretations and may need periodic revisions based on actual experience and subsequent developments.

4. This proposal is based upon a start date on or before April 1, 2018 and assumes a 12-to-18-month schedule. Delays to the project schedule due to actions or lack of actions on the part of the City, the City's participants, third parties, and others including, but not limited to vendor protests, protracted contract negotiations, vendor delays that impact the program schedule and/or costs to the City will be brought to the attention of the City's project manager in a timely manner, and will be reduced to writing via a mutually agreed-upon contract amendment, which may include an increased cost.
5. This amendment assumes that the City's project manager will schedule meetings and teleconferences, provide meeting and teleconferencing facilities, and notify attendees.
6. **FE/Kimball** will provide deliverables electronically via email to the City.
7. Additional tasking will be authorized by mutual agreement of the City and **FE/Kimball** via an additional statement of work and/or Contract addendum. Such tasking will be performed on a time and materials basis in accordance with the long-term consulting rates in Schedule A or on a fixed-price basis as mutually agreed upon in a task order by the City and **FE/Kimball**.

Submitted by **FE/Kimball**:

Authorization to begin work by
City of Paducah, Kentucky

Signature

John E. Murray, Executive Vice President

Printed Name and Title

Signature

Brandi Harless, Mayor

Printed Name and Title

Date

Date

SCHEDULE A
LONG-TERM CONSULTING RATES

Effective January 1, 2018 through December 31, 2018

Director/Chief Consultant	\$ 227.00 per hour
Senior Consultant	\$ 190.00 per hour
Consultant	\$ 164.00 per hour
Senior Analyst	\$ 137.00 per hour
Analyst	\$ 100.00 per hour
Administrative / Computer Services	\$ 69.00 per hour

TERMS AND CONDITIONS

1. Long-term rates do not include state or local taxes.
2. Subcontracts, travel, meals on a per diem basis, and other direct non-labor charges will be invoiced as actual cost-plus 20 percent to account for general and administrative costs.
3. Hours expended for travel in support of time and materials task orders are billable hours.
4. Invoices will be rendered monthly. All invoices are due and payable 30 days from issuance. Late balances are subject to a finance charge of 1.5 percent per month (or fraction thereof).

This document is proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc.

4000 0 8401

PROFESSIONAL CONSULTING AGREEMENT

This Professional Consulting Agreement made this 18 day of August ~~July~~ 2016 by and between Federal Engineering, Inc., a Maryland corporation, having offices at 10600 Arrowhead Drive, Suite 160, Fairfax, Virginia 22030, (hereinafter called "FE") and the City of Paducah, Kentucky, a municipal corporation (hereinafter called the "City").

RECITALS

WHEREAS, the City, along with McCracken County, Kentucky, and various public agencies and emergency responders in the City of Paducah and McCracken County, are the users of a 9-1-1 telephony system, various public radio and wireless communications systems and a Computer Aided Dispatch or "CAD" system, which includes:

- the City of Paducah and McCracken County 9-1-1 Telephony System;
- the City of Paducah 800 MHz trunked radio system;
- the McCracken County Emergency Management 800 MHz trunked radio system
- the VHF radio system supporting various fire departments in McCracken County;
- the VHF radio system support Mercy Regional Ambulance Service;
- the Computer Aided Dispatch System (CAD) supporting the various public and emergency response agencies in the City of Paducah and McCracken County

(the "Current Systems");

WHEREAS, the City desires to develop a new countywide 9-1-1 telephony system, public radio and wireless communications system and Computer Aided Dispatch or "CAD" system (the "New Systems") that will be owned by the City but also available to other public agencies and first responders in the City of Paducah and McCracken County, including but not limited to the City of Paducah Fire Department, the City of Paducah Police Department, the City of Paducah 911 Department, various fire departments located in McCracken County, the Mercy Regional Ambulance Service, the Paducah Independent School System, the McCracken County School Board, and the electric, water and sewer utilities in McCracken County (the "Users");

WHEREAS, the City of Paducah and McCracken County Emergency Communications Board (acting on behalf of the City of Paducah and McCracken County) issued a Request for Qualifications/ Proposals RFQ/RFP #15-01 (the "RFP") for specialized professional consulting services related to the design, technical specifications, and implementation of the New Systems;

WHEREAS, in response to the RFP, FE submitted its Technical and Cost Proposals for Public Safety/ Wireless Communications Consultant dated July 10, 2015 to the City (the "Proposal");

WHEREAS, FE clarified its Proposal by issuing The City of Paducah, KY Amendment #1 to the FE Public Safety/Wireless Communications Consultant Technical Proposal July 15, 2016;

WHEREAS, the City accepts FE's Proposal, and engages FE to perform the work for the City, as described and identified in the RFP and Proposal, for the compensation identified in the Proposal, subject to the terms, conditions, warranties and covenants contained in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS, CONDITIONS, WARRANTIES AND COVENANTS DESCRIBED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT DOCUMENTS:** The performance of work by FE for the City is subject to the terms and conditions contained in the following documents (the "Contract Documents"):

- a. this Agreement;
- b. the RFP, a copy of which is attached hereto as Exhibit "A";
- c. Addendum No. 1 to the RFP, a copy of which is attached hereto as Exhibit "B" ("Addendum No. 1");
- d. Addendum No. 2 to the RFP, a copy of which is attached hereto as Exhibit "C";
- e. the technical portion of FE's Proposal, a copy of which is attached hereto as Exhibit "D" (the "Technical Proposal");
- f. the cost portion of FE's Proposal, a copy of which is attached hereto as Exhibit "E" (the "Cost Proposal");
- g. The City of Paducah, KY Amendment #1 to the FE Public Safety/Wireless Communications Consultant Technical Proposal July 15, 2016 (the "Technical Proposal Amendment"), a copy of which is attached hereto as Exhibit "F"; and
- h. Any Task Orders issued by the City and accepted by FE with a copy returned to the City.

2. **STATEMENT OF WORK:** FE shall perform all work identified or described in the Contract Documents, including but not limited to such specialized professional consulting services necessary to:

- a. conduct a complete and comprehensive inventory, evaluation and analysis of the existing infrastructure, hardware and software components comprising the Current Systems, as well as any site conditions that may affect the operability, performance or connectivity of the New Systems, including but not limited to coverage and interference issues as described by the system users;
- b. develop and identify the needs, demands and desires of the Users with respect to the New Systems (the "Needs Assessment");
- c. identify and evaluate the most appropriate radio and wireless communications system for a countywide public agency and emergency responder radio and wireless communications system, and, if at least one additional feasible alternative exists, identify the second most appropriate system;
- d. with input from the Users, make recommendations to the City regarding technical specifications for each of the New Systems and develop and prepare those specifications;

- e. consult with electric, water, and other utility providers in the City of Paducah and McCracken County to ascertain the existence of potential conflicts or interference with respect to the New Systems; and
- f. identify and describe to the City and Users in writing the recommended and necessary changes to the Current Systems and any related or interconnected equipment, infrastructure, hardware and software for connectivity or interfacing with the New Systems;
- g. assist with the development of bids or requests for proposals and provide all technical assistance during the bid or procurement process;
- h. evaluate and review vendor proposals or responses to the requests for proposals for compliance with the technical and non-technical aspects of the City's request for proposals;
- i. make recommendations regarding the acceptance or non-acceptance of vendor proposals and responses to requests for proposals;
- j. provide 64 hours of experienced contract negotiations support and insight, including but not limited to providing insight into vendors' negotiation methods and practices, cost analysis and review, and resolution of negotiation issues;
- k. review and verify the design, drawings, fabrication, installation, acceptance and implementation of the New Systems, including but not limited to those activities described on pages 18-21 of the Technical Response as bound by paragraph 1.3.8 of FE's Cost Proposal.

(collectively referred to as the "Work"). FE shall perform the Work subject to the terms, conditions, warranties and covenants contained in the Contract Documents.

While the Technical Proposal Amendment deletes McCracken County, Kentucky as a user of the systems, other Users are located in McCracken County, Kentucky, thus all deletion references contained in the Technical Proposal Amendment shall be to McCracken County, Kentucky as a user and site surveys and analyses of current McCracken County systems, and shall not apply to other Users located within the geographic area of McCracken County, Kentucky.

FE shall perform as part of the Work (and as part of the fixed price compensation identified in Section 3 below) all work identified or described in the Technical Proposal. This shall not include all work described in the Technical Proposal as an "option" or "optional". FE warrants that the "option" or "optional" tasks excluded from the Work are not needed to develop the functional and performance specifications for the City to acquire systems that meet the City's needs. This shall also include all work involving the collection of information, observations and data that is described in the Technical Proposal as "typical" or "typically collected" as required to develop the functional and performance specifications for the City to acquire systems that meet the City's needs.

FE shall not be obligated to conduct an interactive workshop described in Section 2.4.1. However, FE shall be obligated (as part of the Work compensated as part of the fixed price in Section 3 below) to address the needs and issues described in Section 2.4.1 of the Technical Proposal as part of the Work described in Section 2.1 of the Technical Proposal.

FE shall not be obligated as part of the Work to assist with re-layout of the dispatch center, as described on page 12 of the Technical Proposal. FE shall not be obligated as part of the Work to support or assist with determining the practicality of implementing a backup center, as described on page 12 of the Technical Proposal. FE shall include consideration of the City's backup and redundancy needs described in Addendum No. 1 as part of the Work described in Section 2.1 of the Technical Proposal.

3. COMPENSATION: FE's total compensation for the Work (excluding any additional compensation identified in a Task Order) shall be as follows:

Fixed price for work related to the 9-1-1 Telephony System:	\$ 49,950
Fixed price for work related to the Radio System:	\$132,236
Fixed price for work related to the Computer Aided Dispatch:	\$ 69,966
Total:	\$252,172

Because FE is an experienced professional consulting services firm specializing in the subject matter of this Agreement, because FE has engaged in an on-site visit to ascertain existing conditions, and because FE was selected largely due to its fixed price proposal, its compensation for the Work shall be fixed as identified in this Section 3, without any equitable or other adjustment(s). Because the parties contemplate both a phased approach and an approach that separates the Work in time with respect to each of the three components of the New Systems, there shall be no adjustment to the fixed price as a result of such phased approach or separation.

FE shall separately invoice the City for the Work for each completed phase for each separate component. The separate components are the 9-1-1 Telephony System, the Radio system and the Computer Aided Dispatch System. The separate phases are Phase 1, Phase 2 and Phase 3, as identified on page 6 of the Technical Proposal. FE shall invoice the City as follows:

Phase 1 which includes 9-1-1 Telephony System, the Radio system and the Computer Aided Dispatch System together

- 40% of the total consulting cost of all three components at the completion of the phase

Phase 2 which will be performed separately for each component

- 30% upon delivery of the vendor RFP
- 20% upon completion of the vendor proposals reviews
- 9% upon vendor selection

Phase 3 which will be performed separately for each component

- 1% upon completion of the project initiation meeting

Payment of all invoices shall be due within thirty (30) days of the invoice date.

4. ADDITIONAL WORK: The City may request that FE perform work in addition to the Work described in the Contract Documents by issuing one or more written task orders for

additional work ("Task Order(s)") which may specify: (a) the statement of additional work to be performed; (b) security requirements, if any; (c) compensation for the additional work; (d) any ceiling price or amount of the order including all charges and travel authorizations, if any; and (e) any other terms, conditions, warranties or covenants. Any Task Order issued by the City shall be subject to review and acceptance by FE, which shall document its acceptance by signing the Task Order in the space provided and returning a copy to the City. FE shall not perform any additional work described in a Task Order prior to signing such Task Order and returning a copy to the City. Except as expressly provided in any Task Order, the terms, conditions, warranties and covenants contained in the Contract Documents shall apply to any work performed pursuant to any such Task Order. FE acknowledges that only the City's Mayor or City's Manager has authority to issue any Task Order.

For fixed price Task Orders, FE will submit invoices in accordance with any agreed upon milestone schedule showing the tasks that have been completed, or if no such milestones are provided, upon completion of the additional work described in the Task Order. For time or materials Task Orders, FE will submit monthly invoices in accordance with the rates and terms included in the Task Order, or, if none, in accordance with the rates included in the Cost Proposal for additional work. Such invoices shall indicate the number of days or hours worked and an itemized breakdown of other costs incurred.

5. **TERMINATION.** The City shall have the right to terminate or cancel this Agreement at any time for any cause or for no cause. The City shall provide immediate notice of any termination to FE.

In the event of termination prior to completion of the Work, FE shall receive compensation for any separate component or phase of the Work it has completed at the time of FE's receipt of the City's notice of termination. Payment for partial completion of a separate phase of any component shall be prorated in accordance with the Work performed as part of such phase compared to the Work yet to be performed as part of such phase.

In the event of termination prior to completion of any additional work described in a time and materials Task Order, FE shall receive compensation for the work performed at the time of FE's receipt of the City's notice of termination. In the event of termination prior to completion of any additional work described in a fixed price Task Order, FE shall receive a portion of such fixed price prorated by comparing the completed portion of the work described in such Task Order with the portion of the work described in such Task Order not complete, both at the time of FE's receipt of the City's termination notice.

6. **CONFLICTS BETWEEN DOCUMENTS:** Any conflict between any of the Contract Documents or any Task Order issued by the City shall be resolved using the following order of precedence:

- a. this Agreement; then
- b. the RFP; then
- c. Addendum No. 1 to the RFP; then
- d. Addendum No. 2 to the RFP; then
- e. The Technical Proposal Amendment; then
- f. the Technical Proposal; then

- g. the Cost Proposal; then
- h. any Task Order

In the event of any conflict between two or more Task Orders, the last issued Task Order shall take precedence.

7. **INDEPENDENT CONTRACTOR:** FE shall be deemed at all times to be an independent contractor. Neither FE nor its personnel shall at any time, or for any purpose be considered employees or agents of the City. The City is hereby contracting with FE for the Work. Subject to FE's obligation to perform the Work in a timely manner, FE is not required to perform the Work during a fixed hourly or daily time. If any Work is performed at the City's premises, then, subject to FE's obligation to understand the City's needs, FE's time spent at the premises is to be at the discretion of FE, subject to the City's normal business hours and security requirements. Because FE is a professional consulting services firm that specializes in the subject matter acknowledges that the City will not be required to furnish or provide any training to FE to enable FE to perform the Work. The Work shall be performed by FE. Subject to the City's obligation to make its personnel reasonably available to FE for purposes of FE ascertaining the City's needs, the City shall not be required to provide any City personnel or hire, supervise or pay any assistants to help FE perform the Work. The management of the Work, including but not limited to the order or sequence in which it is performed, shall be under the control of FE subject to the terms and conditions in the Contract Documents. Except to the extent that FE's work must be performed on or with the City's computer or software, all materials used in providing the Work shall be provided by FE. FE shall provide any insurance coverage that is required in the normal course of business as well as any specialized insurance that is specifically called for in this Agreement. The City acknowledges and agrees that as an independent contractor, FE does not have any authority to sign contracts, notes, or obligations to make purchases, or to acquire or dispose of any property for or on the behalf of the City.

8. **REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS:** FE provides the following additional representations, warranties and covenants to the City:

a. FE is not and shall not be under any obligation, contract, or agreement, nor has FE previously executed any documents whatsoever, with any person, firm, association, or corporation that would, in any manner, prevent FE from giving, and the City from receiving, the full benefit of the Work or any work described in any Task Order.

b. FE shall perform the Work in accordance with the Contract Documents, and in a competent and workmanlike manner in accordance with generally accepted engineering practices for specialists in the analysis, design and specification development for infrastructure, hardware and software systems for public safety wireless communications, radio, 9-1-1 and computer aided dispatch systems.

c. FE shall devote sufficient time and competent personnel to perform the Work in a diligent and efficient manner, and shall utilize its best efforts to complete the Work in accordance with the Schedule attached hereto as Exhibit "F", or on such extended timelines as reasonably requested by the City.

d. Any software used by FE to assist in the performance of the Work shall perform as described by FE and as necessary for the performance of the Work.

e. FE shall ensure that the City is reasonably informed of FE's progress with respect to performance of the Work and that FE has, at all critical or important stages of the Work, solicited sufficient information and feedback from the City and Users to perform the Work.

f. FE shall provide such advance notice to the City and Users, and coordinate scheduling with the City and Users to satisfy FE's timing expectations with respect to site visits and other visits to the City of Paducah and McCracken County.

g. The evaluation of the single or alternative countywide public agency and emergency responder radio and wireless communications system shall include and utilize, without limitation, the Coverage Analysis, Backhaul/Connectivity Analysis, Interoperability Analysis and Cost Analysis described on page 13 of the Technical Proposal.

h. The technical specifications for the New Systems shall comport with and satisfy the City's needs with respect to the New Systems.

i. The City shall receive advance notice from FE that FE is approaching any support limitation identified in paragraph 8 on page 4 of the Cost Proposal. Such advance notice shall be reasonably calculated to avoid any interruption in the Work and allow sufficient time for negotiation of a Task Order without jeopardizing the City's ability to receive the benefit of any Work identified in Section 2.3 of the Technical Proposal.

9. **CONFIDENTIAL INFORMATION:** FE hereby agrees that it, its employees and agents will forever hold inviolate and keep secret all knowledge, information, or data received or acquired by FE from the City or any other proposed user of the Systems, particularly any personally identifiable or similar information or data received or acquired by FE which relates to individual persons. FE shall not disclose confidential information to any individual, corporation, or other person(s) except when expressly authorized to do so by the City in writing; provided however, such prohibition shall not be construed to preclude FE from fully performing the Work.

FE's obligations with respect to handling and using confidential information as set forth in this agreement are not applicable to: (i) Information that at the time of disclosure under this agreement is either known to FE or disclosed in existing literature or patents or is in any other way in the public domain; (ii) Information that after disclosure under this agreement becomes known to FE by independent discovery or by casual observation or analysis of information provided by a third party other than a User; (iii) Information that after disclosure under this agreement becomes known to FE from a source other than the City or a User without breach of any obligation by the disclosing party; (iv) Information that is or has been furnished by the disclosing party to the Government with "unlimited" rights, and (v) Information available in the public domain.

FE shall not make any public release of information in any medium concerning the subject matter of this Agreement without prior review and approval by the City. Requests for review of any materials proposed for public release in any medium shall be submitted in writing to an authorized representative of the City for approval.

10. **OWNERSHIP OF WORK PRODUCT:** The City shall own and have all property interests in all reports, drawings, specifications, documents or electronic data developed or compiled in furtherance of the Work.

11. **ASSIGNMENT:** Neither party shall assign or transfer this Agreement without written consent of the other party. This Agreement shall be binding on the parties hereto, and their respective successors and any permitted assigns.

12. **HOLD HARMLESS:** The City shall indemnify and save FE harmless from any losses, claims, demands, suits, judgments, liabilities or out-of-pocket expenses (including but not limited to attorney's fees) incurred as a result of any claim by any third persons which is directly or indirectly caused by the City. FE shall indemnify and save the City harmless from any losses, claims, demands, suits, judgments, liabilities or out-of-pocket expenses (including but not limited to attorney's fees) incurred as a result of: (i) any claim by any third persons which is directly or indirectly caused by FE; or (ii) FE's failure to satisfy any terms, conditions, representations, warranties or covenants under the Contract Documents.

13. **NON-SOLICITATION:** the City hereby agrees that for the term of this Agreement, and for a period of one (1) year thereafter, that the City shall not directly or indirectly, orally, in writing, or by other method of communication, solicit any employee, agent, or consultant of FE, nor encourage any employee, agent, or consultant to terminate his or her employment or relationship with FE. The City further agrees that for the term of this Agreement, and for a period of one (1) year thereafter, should the City hire any person who is known to have be an employee, agent, or consultant of FE during the term of this Agreement, that FE is entitled to a finder's fee equal to seventy percent (70%) of the employee, agent, or consultant's first year total compensation package.

14. **FORCE MAJEURE:** The obligations of either party shall be suspended during any time such party is unable to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

15. **GOVERNING LAW:** This agreement shall be interpreted and the rights of the parties shall be determined under the laws of the Commonwealth of Kentucky. The parties hereby irrevocably consent to the exclusive jurisdiction of the state courts sitting in McCracken County, Kentucky and/or the federal court for the Western District of Kentucky, Paducah Division with respect to all matters arising out of or related to this Agreement.

16. **WAIVER:** The failure of either party to insist on strict performance of any of the terms and conditions hereof shall not constitute a waiver of any other provisions.

17. **ATTORNEYS FEES:** In the event of any dispute or controversy between the parties relating to the interpretation of the Contract Documents or to the transactions contemplated thereby, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

18. **CONSTRUCTION:** Paragraph numbers and headings are for convenience only and shall not affect the interpretation of this agreement. If any term or condition of this Agreement is in conflict with local, state, or federal law and becomes null and void, the remainder of the Agreement shall survive and remain in effect. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law. This Agreement shall be construed as having been negotiated between the parties and not drafted by a particular party.

19. ENTIRE AGREEMENT: This Agreement supersedes all previous agreements both oral and in writing and, along with the Contract Documents, contains all the terms and conditions of this transaction. All modifications to this agreement must be reduced to writing as amendments and duly executed by both parties hereto.

20. TIME IS OF THE ESSENCE: Time is of the essence in carrying out the provisions of this Agreement.

21. COUNTERPARTS. This Agreement may be executed in one or more counterparts, including but not limited to facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

22. EFFECTIVE DATE: This Agreement shall become effective when executed by both parties and shall be binding upon the parties hereto, their successors and permitted assigns.

FEDERAL ENGINEERING, INC.

CITY OF PADUCAH

By: Ronald F. Bosco By: Gayle Kaler
Signature *Gayle Kaler, Mayor*

Ronald F. Bosco Gayle Kaler
Print Name *Date*

President Mayor
Title

July 25, 2016 August 18, 2016
Date

ORDINANCE NO. 2016 - 8 - 8401**AN ORDINANCE AUTHORIZING AND APPROVING THE
APPROPRIATION OF FUNDS FOR PURPOSES OF ENGAGING FEDERAL
ENGINEERING, INC. TO PERFORM CONSULTING WORK FOR CITY OF
PADUCAH 911 COMMUNICATIONS SERVICES DEPARTMENT**

WHEREAS, the Board of Commissioners of the City of Paducah recognizes that the 911 system infrastructure is one of the most important and critical aspects of providing and delivering public safety to its citizens and visitors;

WHEREAS, the City of Paducah began 911 operations July 1, 2016 as the 911 Communications Service Department;

WHEREAS, the current 911 system infrastructure is near the end of its functional life;

WHEREAS, bids were sought for a Public Safety/Wireless Communications Consultant who could plan, design, and provide implementation assistance in the replacement of the current 911 system infrastructure, including a public safety radio/wireless communication system, a 911 telephony system, and a computer-aided dispatch system;

WHEREAS, as the respondent that submitted the best bid, and as the best suited respondent to perform the professional engineering services involved, Federal Engineering, Inc. has been selected to perform the planning and design phases, and a portion of the implementation phase, of the consulting work for a fee of \$252,172.00;

WHEREAS, the City of Paducah previously enacted an ordinance authorizing payment of one-half of the fee to Federal Engineering; and

WHEREAS, due to the current condition of the 911 equipment which will be utilized by this Department, it is imperative to immediately proceed with the consulting work by Federal Engineering.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a contract with Federal Engineering, Inc. for consulting services to plan, design, and provide limited implementation

assistance of a Public Safety/Wireless Communication System, 911 Telephony System, and Computer Aided Dispatch System.

SECTION 2. The Board of Commissioners of the City of Paducah hereby approves and consents to the additional appropriation of funds in the amount of \$126,086.00, which represents the additional one-half of the consultant's fee for the two initial stages of the Public Safety/Wireless Communications Consultant project.

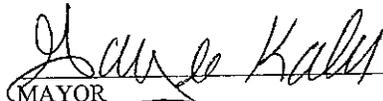
SECTION 3. The Finance Director is hereby authorized to make said expenditure approved in Section 1 from the General Fund, Unreserved Fund Balance of the City of Paducah, Kentucky.

SECTION 4. 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.

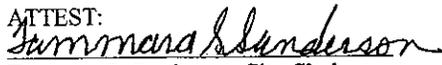
SECTION 5. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 6. 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 7. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.


MAYOR

ATTEST:


Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, August 9, 2016.
Adopted by the Board of Commissioners, August 16, 2016.
Recorded by Tammara S. Sanderson, City Clerk, August 16, 2016.
Published by The Paducah Sun, August 18, 2016.
\\ord\911\agree-consulting services -equipment
Prepared by KKHB

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1, CHANGE ORDER NO. 2, CHANGE ORDER NO. 3 AND CHANGE ORDER NO. 4 FOR THE PAT & JIM BROCKENBOROUGH ROTARY HEALTH PARK PROJECT PHASE I

WHEREAS, the City approved Ordinance No. 2016-11-8451 to enter into a contract with Wilkins Construction, Inc., in the amount of \$619,169.36 for the construction of the Pat & Jim Brockenborough Rotary Health Park –Phase I; and

WHEREAS, Wilkins Construction, Inc. submitted four change orders over the life of the project which included Change Order No. 1 which increased the contract by \$196.81 for adjustments to equipment and fixtures, Change Order No. 2 which increased the contract by \$969.12 for adjustments to seeding and additional irrigation work, Change Order No. 3 which provided for a time extension of 52 days due to weather delays, and Change Order No. 4 which decreased the contract by \$605.00 for the elimination of one water spigot. These changes combined increase the amount of the contract by \$560.93 and increase the total contract amount to \$619,730.29.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute Change Order No. 1, 2 & 4 in the combined amount of \$560.93 with Wilkins Construction, Inc. for additional items that are in excess of the original contract for the Pat & Jim Brockenborough Rotary Health Park Project – Phase I, which will change the total contract amount to \$619,730.29. Further, the Mayor is hereby authorized to execute Change Order No. 3 which increases the contract time of completion by 52 days.

SECTION 2. This expenditure shall be charged to the Health Park account, project number CD0083.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, April 10, 2018

Adopted by the Board of Commissioners, _____

Recorded by Tammara S. Sanderson, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\parks\chgord 1-4 Pat & Jim Brockenborough Rotary Health Park Phase I

**CITY OF PADUCAH
PLANNING DEPARTMENT
CHANGE ORDER #1-#4**

CHANGE ORDER NO: 1-4
DATE: 3.26.2018
NAME OF PROJECT: Pat & Jim Brockenborough Rotary Health Park - Phase 1
OWNER: City of Paducah, Kentucky
VENDOR: Wilkins Constructions

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Change Order #1 Amount	\$	196.81
Change Order #2 Amount	\$	969.12
Change Order #3 Amount	\$	-
Change Order #4 Amount	\$	(605.00)
Total Amended for all Change Orders	\$	560.93

ORIGINAL CONTRACT PRICE: \$619,169.36
NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE: \$619,730.29
THE CONTRACT TIME WILL BE INCREASED BY:** 52

APPROVALS REQUIRED:


VENDOR:

PARKS SERVICES DIRECTOR
MAYOR:


DATE
3-26-2018
DATE
3-30-18
DATE



AIA®

Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i> Paducah Health Park - Phase 1 MLK Blvd at 13th and 14th Streets, Paducah, Kentucky	CHANGE ORDER NUMBER: 001 DATE: March 22, 2017	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Wilkins Construction 514 Louisiana St. Paducah, Ky 42003	ARCHITECT'S PROJECT NUMBER: 15082 CONTRACT DATE: November 10, 2016 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Adjustments	Original Amount	Updated Amount	Difference
Construction Staking	\$ 3,713.00	\$ 5,473.00	\$ 1,760.00
Silt Fence	\$ 5,772.00	\$ 6,819.00	\$ 1,047.00
Exercise Equipment	\$25,000.00	\$24,332.00	(\$ 668.00)
Exercise Equipment Install	\$ 0.00	\$ 4,716.00	\$ 4,716.00
Poured in Place Safety Surfacing	\$65,117.00	\$68,602.00	\$ 3,485.00
1 1/2" PVC Water Line	\$ 1,771.00	\$ 2,556.00	\$ 784.08
1" PVC Water Line	\$ 4,182.00	\$ 6,078.00	\$ 1,895.50
23" Precast Area Drain	\$ 8,320.00	\$ 0.00	(\$8,320.00)
12" Storm Line	\$ 12,760.00	\$ 0.00	(\$12,760.00)
2 Light Poles, Luminaries Concrete Bases (Omit All Banner Arms)	\$54,850.00	\$52,850.00	(\$2,000.00)
Addition of 2 Light Poles and Fixtures			\$14,637.99
Concrete Trail Changes	\$85,644.00	\$91,338.00	\$ 5,694.00
Drinking Fountain Bottle Filler			\$ 2,800.00
Playground Aggregate Base Course	\$13,671.00	\$ 0.00	(\$13,671.00)
Concrete Bench Pads	\$ 495.00	\$ 959.20	\$ 464.20
Concrete Drinking Fountain Pads	\$ 252.00	\$ 824.08	\$ 572.04
Telecom Conduits	\$ 640.00	\$ 400.00	(\$ 240.00)

The original Contract Sum was	\$ 619,169.36
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 619,169.36
The Contract Sum will be increased by this Change Order in the amount of	\$ 196.81
The new Contract Sum including this Change Order will be	\$ 619,366.17

The Contract Time will be increased by (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is Unchanged

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Brandstetter Carroll Inc.
ARCHITECT (Firm name)

2360 Chauvin Drive, Lexington, Kentucky
40517

ADDRESS

BY (Signature)

Mark Horman
(Typed name)

4/12/17
DATE

Wilkins Const. Co. Inc
CONTRACTOR (Firm name)

P O Box 3027
Paducah, KY 42002

ADDRESS

BY (Signature)

BRAD WILKINS
(Typed name)

4.17.14 17
DATE

City of Paducah
OWNER (Firm name)

PO Box 2267 Paducah, KY
42002

ADDRESS

BY (Signature)

SHERYL CHINO
(Typed name)

4/21/2017
DATE



CITY OF PADUCAH

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

Department of Planning
Steve Ervin, Director

Phone: (270) 444-8690
Fax: (270) 444-8689

LETTER OF TRANSMITTAL

TO: Pat Hoagland
Brandstetter Carrol, Inc.
2360 Chauvin Dr. #201
Lexington, KY 40517

FROM: Sheryl Chino, Grants Administrator
City of Paducah/Department of Planning

DATE: April 21, 2017

RE: Paducah Health Park Phase 1

Transmitted herewith, please find enclosed the following document(s):

1. Change Order #1



AIA®

Document G701™ - 2001

Change Order

PROJECT <i>(Name and address):</i> Paducah Health Park MLK Blvd at 13th and 14th Streets, Paducah, Kentucky	CHANGE ORDER NUMBER: 002 DATE: May 12, 2017	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Wilkins Construction 514 Louisiana St. Paducah, KY 42003	ARCHITECT'S PROJECT NUMBER: 15082 CONTRACT DATE: November 10, 2016 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Add trenching/backfill, 100' of 3/4" PVC pipe, 300' of THHN copper wire (#10), a 1P20A breaker for power to the irrigation controller	\$ 2,226.40
2. Add 2,935 c.y. of earthwork at the Contract Unit Price of \$6.44	\$18,901.40
3. Omit 6,334 s.y. of sod at the Contract Unit Price of \$4.00	(\$25,336.00)
4. Omit 18,795 s.y. of seed at the Contract Unit Price of \$0.50	(\$ 9,397.50)
5. Add 25,129 s.y. of Bermuda seeding at the Unit Price of \$0.58	\$14,574.82
Total	\$ 969.12

The original Contract Sum was	\$ 619,169.36
The net change by previously authorized Change Orders	\$ 196.81
The Contract Sum prior to this Change Order was	\$ 619,366.17
The Contract Sum will be increased by this Change Order in the amount of	\$ 969.12
The new Contract Sum including this Change Order will be	\$ 620,335.29

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Brandstetter Carroll Inc.
ARCHITECT *(Firm name)*
 2360 Chauvin Drive
 Lexington, Kentucky 40517
ADDRESS

 BY *(Signature)*
 Mark E. Horman
(Typed name)
 5/12/17
 DATE

Wilkins Construction
CONTRACTOR *(Firm name)*
 514 Louisiana St.
 Paducah, KY 42003
ADDRESS

 BY *(Signature)*
 BRAD WILKINS
(Typed name)
 5-24-17
 DATE

City of Paducah
OWNER *(Firm name)*
 300 S. 5th St. Paducah, KY 42001
ADDRESS

 BY *(Signature)*
 SHERYL CHINO
(Typed name)
 5/24/2017
 DATE



CITY OF PADUCAH

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

Department of Planning
Steve Ervin, Director

Phone: (270) 444-8690
Fax: (270) 444-8689

LETTER OF TRANSMITTAL

TO: Mark Horman
Brandstetter Carrol
2360 Chauvin Drive
Lexington, KY 40517

FROM: Sheryl Chino, Planner II
City of Paducah/Department of Planning

DATE: May 24, 2017

RE: Paducah Health Park

Transmitted herewith, please find enclosed the following document(s):

1. Change Order #002

AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address): Paducah Health Park MLK Blvd at 13th and 14th Streets, Paducah, Kentucky	CHANGE ORDER NUMBER: 003 DATE: June 12, 2017	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Wilkins Construction 514 Louisiana St. Paducah, KY 42003	ARCHITECT'S PROJECT NUMBER: 15082 CONTRACT DATE: November 10, 2016 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

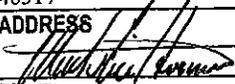
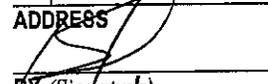
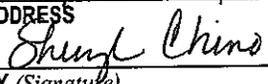
The original Contract Sum was	\$ 619,169.36
The net change by previously authorized Change Orders	\$ 1,165.93
The Contract Sum prior to this Change Order was	\$ 620,335.29
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 620,335.29

The Contract Time will be increased by Fifty-Two (52) days.

The date of Substantial Completion as of the date of this Change Order therefore is July 17, 2017

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Brandstetter Carroll Inc.</u> ARCHITECT (Firm name)	<u>Wilkins Construction Co., Inc.</u> CONTRACTOR (Firm name)	<u>City of Paducah</u> OWNER (Firm name)
2360 Chauvin Drive, Lexington, Kentucky 40517 ADDRESS	P O Box 3027 Paducah, KY 42002 ADDRESS	PO Box 2267 Paducah, KY 42002 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
Mark E. Harmon (Typed name)	BRAD WILKINS (Typed name)	SHERYL CHINO (Typed name)
6/12/17 DATE	6-14-17 DATE	6/15/2017 DATE



CITY OF PADUCAH

300 South 5th Street

P. O. Box 2267

Paducah, KY 42002-2267

www.paducahky.gov

Department of Planning
Steve Ervin, Director

Phone: (270) 444-8690

Fax: (270) 444-8689

LETTER OF TRANSMITTAL

TO: Mark Horman
Brandstetter Carroll Inc.
2360 Chauvin Drive
Lexington, KY 40517

FROM: Sheryl Chino, Planner II
City of Paducah/Department of Planning

DATE: August 31, 2015

RE: Paducah Health Park
MLK Blvd at 13th and 14th Streets

Transmitted herewith, please find enclosed the following document(s):

1. Change Order #3 Dated June 12, 2017

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Paducah Health Park MLK Blvd at 13th and 14th Streets, Paducah, Kentucky	CONTRACT INFORMATION: Contract For: General Construction Date: November 10, 2016	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: November 22, 2017
OWNER: <i>(Name and address)</i> City of Paducah	ARCHITECT: <i>(Name and address)</i> Brandstetter Carroll Inc. 2360 Chauvin Drive Lexington, Kentucky 40517	CONTRACTOR: <i>(Name and address)</i> Wilkins Construction 514 Louisiana St. Paducah, KY 42003

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

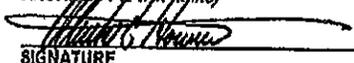
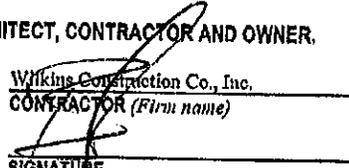
This adjustment is for the elimination of one water spigot.

The original Contract Sum was	\$	619,169.36
The net change by previously authorized Change Orders	\$	1,165.93
The Contract Sum prior to this Change Order was	\$	620,335.29
The Contract Sum will be decreased by this Change Order in the amount of	\$	605.00
The new Contract Sum including this Change Order will be	\$	619,730.29

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Brandstetter Carroll Inc.</u> ARCHITECT <i>(Firm name)</i>	<u>Wilkins Construction Co., Inc.</u> CONTRACTOR <i>(Firm name)</i>	<u>City of Paducah</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Mark E. Hornman, Landscape Architect PRINTED NAME AND TITLE	Brad Wilkins President PRINTED NAME AND TITLE	SHERYL CHINO, PLANNER II PRINTED NAME AND TITLE
11/27/17 DATE	11/27/17 DATE	11/28/17 DATE