



**CITY COMMISSION MEETING
AGENDA FOR APRIL 23, 2019
5:30 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

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

	I.	<u>CONSENT AGENDA</u>
		A. Approve Minutes for April 9 & 16, 2019
		B. Receive & File Documents
		C. Personnel Actions
		D. Amend Pay Grade Schedule - M RUSSELL
		E. Approval of the 2019 Annual Plan for Section 8 - T TRACY
		F. Authorizing Program Development Agreement between City and Weyland Ventures, Inc. regarding the city block bounded by Second Street, Broadway, North Water Street, and Jefferson Street - T TRACY
		G. Approve Contract between City of Paducah and Paducah-McCracken County Convention & Visitors Bureau in the amount of \$25,000 for the Spring 2019 Quilt Show - J ARNDT
	II.	<u>MUNICIPAL ORDER(S)</u>
		A. Change Order #2- Increase of \$135,956.00 for the Flood Pump Station #2 Rehabilitation - R MURPHY
	III.	<u>ORDINANCE(S) - ADOPTION</u>

		A. Authorizing Infill Development Agreement between the City of Paducah and Higdon Development, Inc. regarding Greenway Village Phase 2 (up to \$182,243.00) - T TRACY
		B. Authorizing Infill Development Agreements between the City of Paducah and Higdon Development, Inc. regarding Ridgewood Villas Phase I (up to \$126,397.00) and Phase II (up to \$95,053.00) - T TRACY
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>
		A. Amendment No. 1 to Engagement Agreement with Moss & Barnett for Cable Franchise Negotiations for senior shareholder at \$510 per hour and paralegal at \$195 per hour - P SPENCER
	V.	<u>DISCUSSION</u>
		A. City Hall Unveiling - T TRACY
	VI.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	VII.	<u>EXECUTIVE SESSION</u>

April 9, 2019

At a Regular Meeting of the Board of Commissioners, held on Tuesday, April 9, 2019, 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 Assistant City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

INVOCATION

Commissioner McElroy gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

PRESENTATION

Wendy Baxter gave a presentation about Sullivan University's new Mayfield Learning Center. Sullivan University is offering 20% off to anyone in the Jackson Purchase Region.

CONSENT AGENDA

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed. Commissioner Abraham asked that items I(D), I(E) and I(F) be removed for separate consideration. Mayor Harless asked the Assistant City Clerk to read the remaining items on the Consent Agenda.

I(A)	Minutes for the March 19, 2019 and March 26, 2019 City Commission Meetings
I(B)	Receive & File Documents: <i>Deed File:</i> 1. Paducah Riverfront Hotel/CCC/City of Paducah/Greenway Trail Project – Multiple Deeds ORD 2018-11-8556 <i>Contract File:</i> 1. Memorandum of Understanding – Between City of Paducah and Brandi Harless and Adam Moyers – 421 North 5 th Street Rehabilitation Project MO #2223 2. Addendum to the Agreement For Demolitions Services between Danny Cope & Sons Excavating LLC and City of Paducah ORD 2019-3-8564 3. Additional Professional Services for a one-time fee adjustment – Marcum Engineering – Paducah City Hall Exterior Restoration Project ORD 2019-3-8566 4. Sale of Surplus Property and Easements – Public Utility Easements – Atmos Energy Corporation – Pecan Drive – MO #2217 <i>Financials File:</i> 1. Paducah Water Works – February Financial Highlights <i>Bonds</i> 1. Assistance Agreement by and between the Kentucky Infrastructure Authority (KIA) and City of Paducah – transcript of proceedings MO #2127
I(C)	Personnel Actions

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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, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

MUNICIPAL ORDER(S)

ANNUAL 911SERVICE AGREEMENT WITH JACKSON PURCHASE 2 WAY RADIO SERVICE

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT IN THE AMOUNT OF \$28,080.00 WITH JACKSON PURCHASE 2-WAY RADIO, INC. FOR FY2020"

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).
(MO #2224 BK 11)

PURCHASE OF MIDMOUNT AERIAL PLATFORM TRUCK

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FINLEY FIRE EQUIPMENT FOR PURCHASE OF ONE (1) 100' MIDMOUNT AERIAL PLATFORM TRUCK IN AN AMOUNT OF \$1,200,000, FOR USE BY THE PADUCAH FIRE DEPARTMENT."

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).
(MO #2225 BK 11)

CONTRACT WITH YOUNGBLOOD EXCAVATING FOR GREENWAY TRAIL PHASE IV

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER ACCEPTING THE BID OF YOUNGBLOOD EXCAVATING & CONTRACTING, LLC, FOR CONSTRUCTION OF THE GREENWAY TRAIL PHASE IV IN A TOTAL AMOUNT OF \$475,619 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME."

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).
(MO #2226 BK 11)

ORDINANCE(S) – ADOPTION

ADOPT CITY OF PADUCAH ADDRESSING STANDARDS

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 46, FIRE PREVENTION AND PROTECTION, SECTIONS 46-4 to 46-30, AND 46-34 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY." This ordinance is summarized as follows: The City of Paducah hereby amends Sections 46-4 to 46-30, and 46-34 of the Paducah Code of Ordinances to create a comprehensive addressing standard for properties and buildings in the City of Paducah and provides authority for the administration, enforcement and amendment thereof. The objective of the addressing standard is to establish an efficient, uniform and intuitive identification system of parcels and buildings for emergency response services and the general public. The Amendment to Section 46-13, which will be published in full in accordance with KRS 86A.060, provides that a request for an address change is subject to a fee of \$100.

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Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).
(ORD #2019-4-8568; BK 35)

TAX INCREMENT FINANCING DISTRICT FOR DOWNTOWN RIVERFRONT AREA

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH MAKING CERTAIN FINDINGS CONCERNING AND ESTABLISHING A DEVELOPMENT AREA FOR ECONOMIC DEVELOPMENT PURPOSES WITHIN THE CITY OF PADUCAH, MCCRACKEN COUNTY, KENTUCKY, TO BE KNOWN AS THE DOWNTOWN RIVERFRONT DEVELOPMENT AREA; APPROVING A LOCAL PARTICIPATION AGREEMENT BETWEEN THE CITY OF PADUCAH, THE COUNTY OF MCCRACKEN, AND THE CITY OF PADUCAH FINANCE DEPARTMENT ESTABLISHING THE PROCESS FOR ADMINISTERING THE PLAN; ESTABLISHING AN INCREMENTAL TAX SPECIAL FUND FOR APPROVED PUBLIC INFRASTRUCTURE COSTS AND REDEVELOPMENT ASSISTANCE; AND DESIGNATING THE CITY OF PADUCAH FINANCE DEPARTMENT AS THE AGENCY RESPONSIBLE FOR OVERSIGHT, ADMINISTRATION, AND IMPLEMENTATION OF THIS ORDINANCE AND THE SPECIAL FUND; AUTHORIZING THE MAYOR TO TAKE SUCH OTHER APPROPRIATE ACTIONS AS ARE NECESSARY OR REQUIRED IN CONNECTION WITH THE ESTABLISHMENT OF THE DEVELOPMENT AREA” This Ordinance is summarized as follows: The City of Paducah hereby establishes a Downtown Riverfront Development Area to encourage investment and redevelopment within the development area, approves a local participation agreement with McCracken County Fiscal Court to establish the process for administering the plan, establishes an Incremental Tax Special Fund for approved public infrastructure costs and designates the Paducah Finance Department as the oversight agency, administration and implementer of the ordinance and special fund; further, the Mayor is hereby authorized to execute all documents relating to same.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).
(ORD #2019-4-8569; BK 35)

REPEAL PADUCAH WATER RATES ORDINANCES

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE REPEALING ORDINANCE NO. 2001-10-6420, ORDINANCE NO. 2003-3-6631, ORDINANCE NO. 2009-11-7629, ORDINANCE NO. 2009-11-7630, AND ORDINANCE NO. 2010-6-7692.” This Ordinance is summarized as follows: The Commissioners of Waterworks have determined it is necessary to update the rates and rate structures for Paducah Water Works. In order to most effectively achieve these goals, Paducah Water Works will repeal all previous water rate ordinances. Subsequent to the passage of this ordinance, the City shall enact an ordinance which will ordain the applicable water rates and fees.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).
(ORD #2019-4-8570; BK 35)

APPROVE NEW PADUCAH WATER RATES

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE ESTABLISHING NEW WATER RATES AND CHARGES FOR WATER PROVIDED BY THE PADUCAH WATER WORKS TO ITS CUSTOMERS.” This ordinance is summarized as follows: Paducah Water Works has experienced an increase in their operating costs while also seeing an overall decrease in water sales per customer. Paducah Water Works has adopted plans to eliminate all lead services lines in their

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distribution systems. The Commissioners of Waterworks have the full authority to change the water rates and fees. In order to combat these events, to facilitate the necessary changes, and to accurately account for the cost of providing service to its customers, the Commissioners of Waterworks have determined it is necessary to change the water rates and charges for their customers. The current rate schedule, minimum monthly charges, fire protection fees, connection charges, and capital replacement and expansion fees for Paducah Water Works are available online at <https://www.pwwky.com/rates-fees/>. Additionally, these fees and charges are on file and available at the Paducah Water Works Office. The effective date for each is stated in the ordinance. Any rate or fee changes which are implemented by Paducah Water Works will be reflected in the rates and fees posted online and in the file at the Paducah Water Works Office. The Commissioners of Waterworks will review the fees and charges annually and may authorize adjustments. Paducah Water Works has the authority to implement a flat charge per customer in addition to the other applicable fees which have been charged in the past. This flat charge per customer will become effective July 1, 2019. This charge will increase annually. This ordinance will specify the methodology for updating water rates in the future in order to cover inflation based price increases.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).
(ORD #2019-4-8571; BK 35)

ORDINANCE(S) – INTRODUCTION

INFILL DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND HIGDON DEVELOPMENT, INC., REGARDING GREENWAY VILLAGE PHASE 2

Commissioner Wilson offered motion, seconded by Commissioner Watkins that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A RESIDENTIAL INFILL DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF PADUCAH, KENTUCKY AND HIGDON DEVELOPMENT, INC., FOR GREENWAY VILLAGE PHASE II AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ALL DOCUMENTS RELATED TO SAME.” This Ordinance is summarized as follows: The City of Paducah approves the Greenway Village Subdivision Phase II Residential Infill Development Agreement with Higdon Development for a period of eight (8) years with a total rebate not to exceed \$182,243 and authorizes the Mayor to execute all documents related to same.

INFILL DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND HIGDON DEVELOPMENT, INC., REGARDING RIDGEWOOD VILLAS PHASE I AND PHASE II

Commissioner Watkins offered motion, seconded by Commissioner Wilson that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING TWO RESIDENTIAL INFILL DEVELOPMENT AGREEMENTS BY AND AMONG THE CITY OF PADUCAH, KENTUCKY AND HIGDON DEVELOPMENT, INC., FOR RIDGEWOOD VILLAS CONDOMINIUMS PHASE I AND PHASE II AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENTS AND ALL DOCUMENTS RELATED TO SAME.” This Ordinance is summarized as follows: The City of Paducah approves the Ridgewood Villas Condominiums Phase I Residential Infill Development Agreement with Higdon Development for a period of six (6) years with a total rebate not to exceed \$126,397 and authorizes the Mayor to execute all documents related to same. Further the City of Paducah approves the Ridgewood Villas Condominiums Phase II Residential Infill Development Agreement with Higdon Development for a

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period of ten (10) years with a total rebate not to exceed \$95,053 and authorizes the Mayor to execute all documents related to same.

COMMENTS

CITY MANAGER COMMENTS

- Dogwood Trail begins April 14
- Easter Egg Hunt is being held at Noble Park this afternoon
- City Hall now has public/guest Wi-Fi (password Kentucky)
- Chairs are being replaced in the Commission Chamber and Conference Room
- Unveiling of renovated City Hall will take place May 2, 2019. There will be food and entertainment. The public is invited to explore the renovated building, to Meet the (Leadership) Team at 5:30 p.m., then to proceed to the McCracken County Library to discuss the architecture of City Hall
- There will be a celebration of approval of the TIF District following the meeting tonight
- Members of Fire Prevention are doing neighborhood “Walk and Talk” events tonight to discuss spring cleanup and yard maintenance. The plan to do another one in a different neighborhood later this week. These will take place between 3 p.m. and 6 p.m.

BOARD OF COMMISSIONERS COMMENTS

Commissioner Watkins

- Reported that he had received inquiries about whether or not it is illegal to blow your grass clippings into the street following an incident where a motorcycle rider died from injuries sustained when he lost control of his motorcycle in grass blown on the roadway. Chief Laird reports that there are City Ordinances forbidding grass and leaves being blown into the street.

Commissioner Abraham

- Reminded everyone “who we are as a community.” We are a community that supports one another when tragedy strikes (fires, floods, school shootings, etc). We need to take steps to “shut down” negativity when we hear it.

Commissioner Wilson

- Discussed the recent Economic Development trip to Greenville, South Carolina. She has notes on the trip if anyone wants to review them.

Mayor Harless

- There will be a symposium at WKCTC on April 18 between 8 a.m. and 4 p.m. How to retain the 20-40 year old age group.
- Greenville credits the TIF in developing their downtown. It’s a great affirmation for Paducah.
- Mentioned the possibility of beginning Neighborhood Walks.

PUBLIC COMMENTS

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- Jonathan Gercke – requested curbs and gutters in the 700/800/900 blocks on North 25th and 26th Streets. Also questioned the increase of water rates and how that happens
- John Suttles – questioned whether or not the City is eligible for grants to purchase fire trucks
- Alfred Anderson – commented on the “Confederate” billboards around town

ADJOURN

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

Meeting ended at approximately 6:26 p.m.

ADOPTED: April 23, 2019

Brandi Harless, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

Lindsay Parish, City Clerk

APRIL 16, 2019

At a Joint Called Meeting of the Paducah Board of Commissioners and McCracken County Fiscal Court, held on Tuesday, April 16, 2019, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Judge Clymer and Mayor Harless presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5). Upon call of the roll, by the County Clerk, the following McCracken County Fiscal Court members answered to their names: Commissioners Bartleman, Jones, Parker and Judge Executive Clymer (4).

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

INVOCATION

Commissioner Bartleman gave the invocation.

DISCUSSION OF FUTURE PARKS AND RECREATION PLANS

The City Commission and Fiscal Court entered into a conversation about the potential of a future recreation center in Paducah-McCracken County. The following is an excerpt from meeting highlights by Public Information Officer Pam Spencer:

The Paducah Board of Commissioners and the McCracken County Fiscal Court held a joint meeting to discuss the future of parks and recreation in Paducah and McCracken County. The elected bodies discussed the Parks & Recreation Master Plan process that is underway. In October 2018, the City approved moving forward with a professional services agreement for the development of the Master Plan. Since that time, a variety of public engagement initiatives have occurred including

- *Online surveys and surveys distributed in person at various events;*
- *A statistically valid mailed survey (results are not available yet);*
- *A public open house in January with approximately 180 Paducah and McCracken County residents in attendance;*
- *Meetings with a citizens steering committee; and*
- *Meetings with more than dozen stakeholder groups interested in parks and recreation.*

City of Paducah Parks & Recreation Director Mark Thompson provided an overview of preliminary results of the online survey and the surveys distributed in person at events. So far, 1408 surveys have been completed with 46 percent of the respondents living within the Paducah city limits. Nearly half of the respondents said that they visited parks at least 20 times in the past year. Regarding the condition of the parks, 51 percent said that they give the parks a "good" rating.

A section of the survey asks folks to provide input on what types of facilities would be used at a new recreation center. The top answers are walking track, gym, family activity pool, and lap pool. When asked what upgrades should be completed at existing parks, the top answers are new/improved restrooms, walking/hiking trails, and security cameras and lighting. Another question asks what should be developed or expanded with indoor swimming pools, walking and hiking trails, soccer fields, and baseball/softball diamonds as the top answers.

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After hearing the preliminary survey results, the two elected bodies spent more than an hour discussing parks and facilities. Items of discussion included

- *Funding mechanisms and challenges including the inability for Paducah to impose a restaurant tax due to State law;*
- *Amount of land needed for soccer fields in addition to baseball and softball fields;*
- *Previous studies and master plans;*
- *Existing Paducah Regional Sports Plex facility on U.S. Highway 60;*
- *Friends of the Park organization development and endowment creation;*
- *A review of existing facilities, parks, and land parcels;*
- *Public-private partnership options;*
- *Recreational programming options such as canoeing, kayaking, pickleball, and lacrosse; and*
- *Facility locations to best serve the population.*

Commissioner Abraham left at approximately 6:18 p.m.

DISCUSSION OF FUTURE JOINT CITY/COUNTY MEETING DATES

The City Commission and Fiscal Court decided on meeting every other month on the third Tuesday of the month. The next joint meeting will be on June 18th at 5:30 p.m. in the Commission Chambers at City Hall.

ADJOURN

Mayor Harless offered motion, seconded by Commissioner Wilson, to adjourn the meeting of the Paducah Board of Commissioners. All in favor.

Judge Clymer offered motion, seconded by Commissioner Parker, to adjourn the meeting of the Fiscal Court. All in favor.

Meeting ended at approximately 7:09 p.m.

ADOPTED: April 23, 2019

City Clerk

Mayor

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Minute File:

1. Notice of Called Joint Meeting for Board of Commissioners of Paducah, Kentucky and McCracken County Fiscal Court – Commission
2. Notice of Called Joint Meeting for Board of Commissioners of Paducah, Kentucky and McCracken County Fiscal Court – Media
3. Certificate of Liability Insurance – Metzger Construction
4. Certificate of Liability Insurance – Southeast Connections, LLC
5. Right of Way Bond – Atmos Energy (Bond #800045666)
6. Right of Way Bond – Brookshire Concrete, Inc. (Bond #71240064)
7. City of Paducah – Addressing Standards – ORD #2019-4-8568

Deed File:

1. Commissioner's Deed – 724 North 7th Street

Contract File:

1. Service Agreement for Paducah 911 – Jackson Purchase 2 Way Radio, Inc. MO #2224
2. Owner-Contractor Agreement between the City of Paducah and Youngblood Excavating & Contracting, LLC MO #2226

Financials File:

1. GPEDC, Inc. – Financial Statements for the years ended June 30, 2018 and 2017

Bids

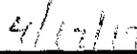
1. Paducah Greenway Trail Phase IV
 - a) Youngblood Excavating and Contracting – Winning Bid
 - b) Wilkins Construction Company, Inc.
 - c) Harper Construction
 - d) Adams Contracting, LLC

CITY OF PADUCAH
April 23, 2019

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 23, 2019**

NEW HIRES - FULL-TIME (FT)

<u>EMERGENCY COMMUNICATION SRVCS</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Buckingham, Rebecca M.	Telecommunicator	\$17.79/Hr.	NCS	Non-Ex	April 25, 2019

PARKS SERVICES

Askew, LaMiira A.	Administrative Assistant III	\$14.65/Hr.	NCS	Non-Ex	May 9, 2019
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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>
Gaines, Justan	Laborer	\$9.00/Hr.	NCS	Non-Ex	April 25, 2019
Pyron, Trevor	Recreation Leader	\$9.50/Hr.	NCS	Non-Ex	April 25, 2019

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

<u>POLICE - OPERATIONS</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>
Crowell, Justin P.	Police Captain \$33.50/Hr.	Police Assistant Chief \$38.01/Hr.	NCS	Non-Ex	June 6, 2019

TERMINATIONS - FULL-TIME (FT)

<u>POLICE - OPERATIONS</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Burnett, Marcus R.	Police Officer	Resignation	April 3, 2019

Agenda Action Form Paducah City Commission

Meeting Date: April 23, 2019

Short Title: Amend Pay Grade Schedule - **M RUSSELL**

Category: Municipal Order

Staff Work By: Martin Russell

Presentation By: Martin Russell

Background Information: This action will amend the current Pay Grade Schedule to create a Business Development Specialist position in category (M), Customer Experience Representative position in category (E), and an Assistant City Engineer position in category (T) on the Pay Grade Schedule. In addition this action will re-classify the Engineer Project Manager position from category (R) to category (L).

Planning Department

- Creation of Business Development Specialist position.

Engineer/Public Works Department

- Creation of Assistant City Engineer position.
- Re-classify Engineer Project Manager position.

Customer Experience Department

- Creation of Customer Experience Representative position.

This action will amend the current Pay Grade Schedule.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Adopt the amended Pay Grade Schedule

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING AN AMENDMENT TO THE FY2018-2019 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City of Paducah adopted the FY2018-2019 Pay Grade Schedule by Municipal Order No. 2115 on June 26, 2018; and

WHEREAS, the City amended the Pay Grade Schedule on July 24, 2018 by Municipal Order No. 2126 to create the position of Business Systems Analyst in Pay Grade (P); and

WHEREAS, the City amended the Pay Grade Schedule on October 9, 2018 by Municipal Order No. 2157 to create the position of Revenue Technician II; and

WHEREAS, the City amended the Pay Grade Schedule on March 26, 2019 by Municipal Order No. 2218 to create the positions of 911 Communication Services Manager and Assistant 911 Communication Services Manager and abolish the 911 Director and Assistant 911 Director positions; and

WHEREAS, the City desires to amend the Pay Grade Schedule to create the position of Business Development Specialist, create the position of Assistant City Engineer, Reclassify the Engineer Project Manager position, and create the Customer Experience Representative position; and

WHEREAS, in order to implement the change it is necessary to amend the FY2018-2019 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 FY2018-2019 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.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 23, 2019

Recorded by Lindsay Parish, City Clerk, April 23, 2019

\mo\pay grade schedule 4-23-19

		New Hire Range		Market Range		Premium Range
Title	Pay Grade	Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
Firefighter (Appointee)	A	\$24,915	\$27,695	\$30,481	\$33,310	\$36,142
Account Clerk	B	\$26,005	\$29,046	\$31,998	\$34,927	\$37,853
Admin Asst I	B	\$26,005	\$29,046	\$31,998	\$34,927	\$37,853
Accounts Payable Clerk	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Admin Asst II	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Admin Assistant 911	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Code Enforcement Assistant	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Data Entry Clerk 911	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Evidence Technician I	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Laborer	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Permit Specialist	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Records Clerk I	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Revenue Technician	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
ROW Maintenance Person	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Solid Waste Truck Driver	C	\$27,482	\$30,540	\$33,598	\$36,743	\$39,886
Administrative Asst III	D	\$28,764	\$32,021	\$35,279	\$38,491	\$41,703
Records Clerk II	D	\$28,764	\$32,021	\$35,279	\$38,491	\$41,703
Revenue Technician II	D	\$28,764	\$32,021	\$35,279	\$38,491	\$41,703
Concrete Finisher	E	\$30,261	\$33,653	\$37,042	\$40,442	\$43,841
<u>Customer Experience Representative</u>	E	\$30,261	\$33,653	\$37,042	\$40,442	\$43,841
Equipment Operator	E	\$30,261	\$33,653	\$37,042	\$40,442	\$43,841
Firefighter	E	\$30,261	\$33,653	\$37,042	\$40,442	\$43,841
Maintenance Technician	E	\$30,261	\$33,653	\$37,042	\$40,442	\$43,841
Permit Technician	E	\$30,261	\$33,653	\$37,042	\$40,442	\$43,841
Recreation Specialist	E	\$30,261	\$33,653	\$37,042	\$40,442	\$43,841
Records Clerk III	E	\$30,261	\$33,653	\$37,042	\$40,442	\$43,841
Traffic Tech	E	\$30,261	\$33,653	\$37,042	\$40,442	\$43,841
Asst. City Clerk	F	\$31,758	\$35,327	\$38,895	\$42,490	\$46,087
Cemetary Sexton	F	\$31,758	\$35,327	\$38,895	\$42,490	\$46,087
Compost Equipment Operator	F	\$31,758	\$35,327	\$38,895	\$42,490	\$46,087

Evidence Tech II	F	\$31,758	\$35,327	\$38,895	\$42,490	\$46,087
Executive Asst I	F	\$31,758	\$35,327	\$38,895	\$42,490	\$46,087
Firefighter Relief Driver	F	\$31,758	\$35,327	\$38,895	\$42,490	\$46,087
Floodwall Operator	F	\$31,758	\$35,327	\$38,895	\$42,490	\$46,087
Telecommunicator	F	\$31,758	\$35,327	\$38,895	\$42,490	\$46,087
Code Enforcement Officer I	G	\$33,362	\$37,100	\$40,840	\$44,585	\$48,332
Fleet Mechanic I	G	\$33,362	\$37,100	\$40,840	\$44,585	\$48,332
HR Generalist	G	\$33,362	\$37,100	\$40,840	\$44,585	\$48,332
-	-	-	-	-	-	-
911 Shift Supervisor	H	\$34,966	\$38,923	\$42,694	\$46,784	\$50,686
Arts & Culture Coordinator	H	\$34,966	\$38,923	\$42,694	\$46,784	\$50,686
Fire Lieutenants	H	\$34,966	\$38,923	\$42,694	\$46,784	\$50,686
Help Desk Technician	H	\$34,966	\$38,923	\$42,694	\$46,784	\$50,686
Housing Specialist	H	\$34,966	\$38,923	\$42,694	\$46,784	\$50,686
Events & Promotions Specialist	H	\$34,966	\$38,923	\$42,694	\$46,784	\$50,686
Marketing Specialist	H	\$34,966	\$38,923	\$42,694	\$46,784	\$50,686
Fire Captains	I	\$36,784	\$40,905	\$45,025	\$49,192	\$53,358
Fleet Mechanic II	I	\$36,784	\$40,905	\$45,025	\$49,192	\$53,358
Executive Asst II	I	\$36,784	\$40,905	\$45,025	\$49,192	\$53,358
Executive Asst II/Assistant City Clerk	I	\$36,784	\$40,905	\$45,025	\$49,192	\$53,358
Journeyman Electrician	I	\$36,784	\$40,905	\$45,025	\$49,192	\$53,358
Office Manager	I	\$36,784	\$40,905	\$45,025	\$49,192	\$53,358
Accountant	J	\$38,602	\$42,940	\$47,277	\$51,599	\$55,925
Deputy Building Inspector I	J	\$38,602	\$42,940	\$47,277	\$51,599	\$55,925
Deputy Electrical Inspector I	J	\$38,602	\$42,940	\$47,277	\$51,599	\$55,925
Code Enforcement II	J	\$38,602	\$42,940	\$47,277	\$51,599	\$55,925
Deputy Fire Marshal I	J	\$38,602	\$42,940	\$47,277	\$51,599	\$55,925
Engineering Technician	J	\$38,602	\$42,940	\$47,277	\$51,599	\$55,925
IT Specialist I	J	\$38,602	\$42,940	\$47,277	\$51,599	\$55,925
Police Officer	J	\$38,602	\$42,940	\$47,277	\$51,599	\$55,925
Revenue Auditor	J	\$38,602	\$42,940	\$47,277	\$51,599	\$55,925
Records Division Manager	K	\$40,527	\$45,084	\$49,641	\$54,226	\$58,806
Crime Analyst	K	\$40,527	\$45,084	\$49,641	\$54,226	\$58,806
Assistant 911 Communication Manager	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875

Code Enforcement Supervisor	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
Deputy Building Inspector II	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
Deputy Electrical Inspector II + Plan	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
Engineer Asst II	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
<u>Engineer Project Manager</u>	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
Fire Marshall II	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
Grants Administrator	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
Parks Maintenance Supervisor	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
Planner I	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
EPW Supervisor -(Compost Operations, Fleet, Maintenance, Street, Solid Waste)	L	\$41,392	\$46,752	\$52,121	\$57,499	\$62,875
<u>Business Development Specialist</u>	M	\$43,414	\$49,072	\$54,729	\$60,352	\$65,975
Chief Electrical Inspector	M	\$43,414	\$49,072	\$54,729	\$60,352	\$65,975
Community Development Planner	M	\$43,414	\$49,072	\$54,729	\$60,352	\$65,975
Deputy Building Inspector III/Plan Review	M	\$43,414	\$49,072	\$54,729	\$60,352	\$65,975
Downtown Development Specialist	M	\$43,414	\$49,072	\$54,729	\$60,352	\$65,975
Engineer Asst III	M	\$43,414	\$49,072	\$54,729	\$60,352	\$65,975
Fire Marshall III	M	\$43,414	\$49,072	\$54,729	\$60,352	\$65,975
Planner II	M	\$43,414	\$49,072	\$54,729	\$60,352	\$65,975
Special Events Coordinator	M	\$43,414	\$49,072	\$54,729	\$60,352	\$65,975
Chief Building Inspector	N	\$45,205	\$51,563	\$57,464	\$63,431	\$69,397
Battalion Chief	N	\$45,205	\$51,563	\$57,464	\$63,431	\$69,397
Fire Marshall	N	\$45,205	\$51,563	\$57,464	\$63,431	\$69,397
Housing Coordinator	N	\$45,205	\$51,563	\$57,464	\$63,431	\$69,397
Parks Maintenance Superintendent	N	\$45,205	\$51,563	\$57,464	\$63,431	\$69,397
Recreation Superintendent	N	\$45,205	\$51,563	\$57,464	\$63,431	\$69,397
EPW Street Superintendent	N	\$45,205	\$51,563	\$57,464	\$63,431	\$69,397
EPW Floodwall Superintendent	N	\$45,205	\$51,563	\$57,464	\$63,431	\$69,397
EPW Fleet/Maintenance Superintendent	O	\$47,904	\$54,121	\$60,339	\$66,579	\$72,819
GIS Analyst	O	\$47,904	\$54,121	\$60,339	\$66,579	\$72,819
EPW Operations Manager	O	\$47,904	\$54,121	\$60,339	\$66,579	\$72,819

Risk Manager	O	\$47,904	\$54,121	\$60,339	\$66,579	\$72,819
Assistant to the City Manager	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
Business Systems Analyst	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
City Clerk	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
Crime Analyst II	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
GIS/Planner	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
Network Administrator	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
Planning Project Manager	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
Public Information Officer	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
Section 8 Housing Admin	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
Police Sergeant	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
GIS Specialist	P	\$50,256	\$56,807	\$63,354	\$69,851	\$76,347
Police Captain	Q	\$52,824	\$59,673	\$66,523	\$73,414	\$80,305
Fire Assistant Chief	Q	\$52,824	\$59,673	\$66,523	\$73,414	\$80,305
Engineer Project Manager	R	\$55,389	\$62,619	\$69,849	\$77,001	\$84,154
Storm & Drain Engineer	R	\$55,389	\$62,619	\$69,849	\$77,001	\$84,154
Deputy Fire Chief - Operations	S	\$58,169	\$65,755	\$73,342	\$80,886	\$88,431
Director of Inspection	S	\$58,169	\$65,755	\$73,342	\$80,886	\$88,431
Police Assistant Chief	S	\$58,169	\$65,755	\$73,342	\$80,886	\$88,431
Revenue Manager	S	\$58,169	\$65,755	\$73,342	\$80,866	\$88,431
Assistant Public Works Director	T	\$61,165	\$69,086	\$77,008	\$84,966	\$92,922
<u>Assistant City Engineer</u>	T	\$61,165	\$69,086	\$77,008	\$84,966	\$92,922
911 Communication Services Manager	T	\$61,165	\$69,086	\$77,008	\$84,966	\$92,922
Controller	T	\$61,165	\$69,086	\$77,008	\$84,966	\$92,922
Deputy Fire Chief - Fire Prevention	T	\$61,165	\$69,086	\$77,008	\$84,966	\$92,922
Exec Director PRA	T	\$61,165	\$69,086	\$77,008	\$84,966	\$92,922
Director of IT	U	\$64,157	\$72,508	\$80,859	\$92,988	\$102,287
Director of Parks	V	\$67,366	\$76,133	\$84,902	\$97,637	\$107,369
Director of Planning	V	\$67,366	\$76,133	\$84,902	\$97,637	\$107,369
Human Resource Director	V	\$67,366	\$76,133	\$84,902	\$97,637	\$107,369

No Position	W	\$70,787	\$79,967	\$89,147	\$102,519	\$112,772
Fire Chief	X	\$74,316	\$83,960	\$93,604	\$107,644	\$118,410
No Position	Y	\$77,952	\$88,119	\$98,284	\$113,028	\$124,330
Assistant City Manager	Z	\$81,908	\$92,555	\$103,200	\$118,679	\$130,547
Director of Finance	Z	\$81,908	\$92,555	\$103,200	\$118,679	\$130,547
City Engineer & Public Works Director	Z	\$81,908	\$92,555	\$103,200	\$118,679	\$130,547
Police Chief	Z	\$81,908	\$92,555	\$103,200	\$118,679	\$130,547
City Manager	AA	\$110,352	\$124,680	\$139,009	\$159,860	\$175,847

Agenda Action Form Paducah City Commission

Meeting Date: April 23, 2019

Short Title: Approval of the 2019 Annual Plan for Section 8 - **T TRACY**

Category: Municipal Order

Staff Work By: Tammara Tracy

Presentation By: Tammara Tracy

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

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

Paralleling the preferences of previous years, the 2019 plan gives local preference to recent victims of domestic violence, full-time students, families displaced by a federally-declared disaster, working families, disabled and elderly households. Also a local customization, the 2019 plan continues to require a minimum payment by the tenant of at least \$50.00.

The Administrative Plan also outlines operations, which notes that the program is currently managed by the Housing Authority of Paducah (KY006) under a program management agreement. The office was relocated to the Housing Authority at 2330 Ohio St, Paducah, KY 42003.

Programming to assist participants to transition to home ownership is also included. In 2018, two participants graduated from the Homeownership Program and there are four participants in the Family Self-Sufficiency Program.

A public hearing for this Administrative Plan was advertised on February 14, 2019 and held on March 14, 2019. No comments were received.

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

If yes, please list the Action Step Item Codes(s): N-2 Encourage, incentivize, and/or support more housing options throughout the City

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. Municipal Order

2. 50075-HCV_Final
3. Certification by State of Consistency_Signed
4. DRAFT_2019 Paducah Admin Plan HCV program -58pp
5. HUD-50077-ST-HCV-HP Compliance w Plans Civil Rights 2019
6. Legal Notice Paducah sun

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING THE CITY OF PADUCAH, KENTUCKY, ADMINISTRATIVE PLAN FOR 2019 HOUSING CHOICE VOUCHER PROGRAM, EFFECTIVE MAY 1, 2019, 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 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 2019 Housing Choice Voucher Program, effective May 1, 2019 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 2019 Housing Choice Voucher Program, effective May 1, 2019.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 23, 2019
Recorded by Lindsay Parish, City Clerk, April 23, 2019
mo\sec8-annual plan & utility allowance 2019

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

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

Definitions.

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

A.	PHA Information.																																			
A.1	PHA Name: <u>City of Paducah, Section 8 Housing</u> PHA Code: <u>KY137</u> PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2019</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Housing Choice Vouchers (HCVs) <u>663</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission <p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.</p> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below) <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 25%;">Participating PHAs</th> <th style="width: 10%;">PHA Code</th> <th style="width: 25%;">Program(s) in the Consortia</th> <th style="width: 20%;">Program(s) not in the Consortia</th> <th style="width: 20%;">No. of Units in Each Program</th> </tr> </thead> <tbody> <tr> <td>Lead HA:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	Lead HA:																													
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Lead HA:																																				

B. Annual Plan.	
B.1	<p>Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission? Y N</p> <p> <input type="checkbox"/> <input checked="" type="checkbox"/> Housing Needs and Strategy for Addressing Housing Needs. <input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. <input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources. <input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination. <input checked="" type="checkbox"/> <input type="checkbox"/> Operation and Management. <input type="checkbox"/> <input checked="" type="checkbox"/> Informal Review and Hearing Procedures. <input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs. <input type="checkbox"/> <input checked="" type="checkbox"/> Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. <input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation. <input type="checkbox"/> <input type="checkbox"/> Significant Amendment/Modification. </p> <p>(b) If the PHA answered yes for any element, describe the revisions for each element(s): RE: Operations: The Section 8 Program is currently managed by the Housing Authority of Paducah (KY006) under a program management agreement. The office was relocated to the Housing Authority at 2330 Ohio St, Paducah, KY 42003 </p>
B.2	<p>New Activities</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N Project Based Vouchers.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If this activity is planned for the current Fiscal Year, describe the activities. Provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.</p>
B.3	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit? Y N N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>
B.4	<p>Civil Rights Certification</p> <p>Form HUD-50077 PHA Certifications of Compliance with the PHA Plans and Related Regulations, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
B.5	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
B.6	<p>Progress Report.</p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.</p> <p>2 participants graduated from the Homeownership Program which has increased by 1 since 2015 16 veterans housed through VASH 4 active FSS participants using FSS funds with 7 total on FSS program</p>
B.7	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan? Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(a) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>

Instructions for Preparation of Form HUD-50075-HCV

Annual PHA Plan for HCV Only PHAs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Edwin King, the Executive Director of Kentucky Housing Corporation
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

City of Paducah Section 8

PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the

Commonwealth of Kentucky

Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

KHC has relied on the signed certification by PHA Official of City of Paducah's Administrative Plan for 2019 Housing Choice Voucher Program and State's Consolidated Plan & Analysis of Impediments to Fair Housing.

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

Name of Authorized Official

Edwin King

Signature



Title

Executive Director

Date

3-14-19

CITY OF PADUCAH KENTUCKY

Administrative Plan for 2019 Housing Choice Voucher Program

KY-137



Proposed Effective Date: May 1, 2019

As Adopted by the City of Paducah Board of Commissioners

Municipal Order #2019- _____

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INTRODUCTION

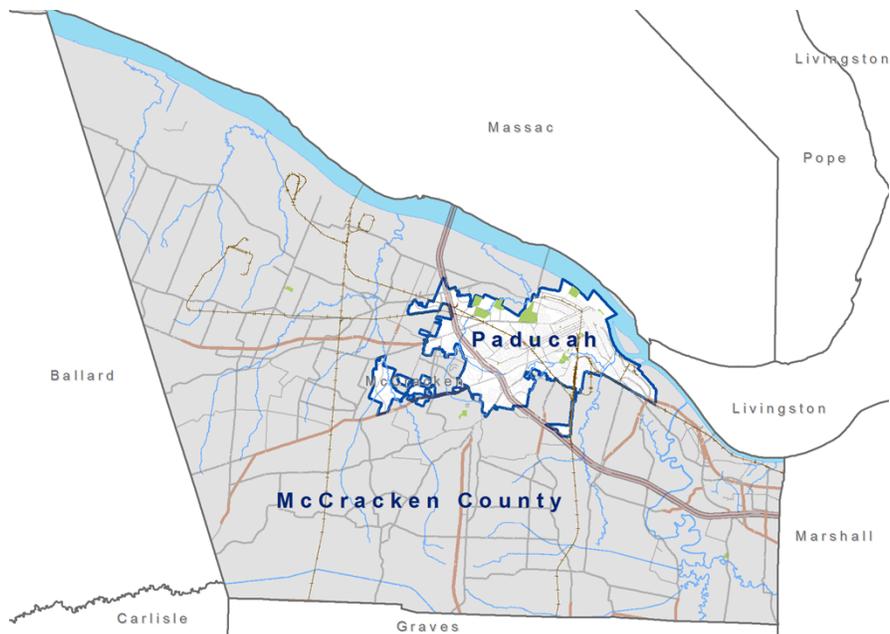
Our goal is to provide in Paducah-McCracken County decent, safe and sanitary rental housing for eligible families and to provide opportunities, promote self-sufficiency and economic independence for Housing Choice Voucher (HCV), also known as Section 8, program participants.

To achieve this mission, we will:

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

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

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



Housing Choice Voucher (HCV) Program overview

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

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

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

Part I. ELIGIBILITY AND OBLIGATIONS

1. Eligibility Determination

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

Eligibility Criteria:

A. A qualifying family is described as:

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

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

B. 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 5.233¹
 2. Third party verification
 3. Review documents
 4. Notarized statements and/or self-declaration of attributed income
- B. Assets up to \$5,000.00 may be self-verified with a self-declaration statement.
- C. VASH participant's income may be verified by the Housing Inquiry statement (HINQ) as provided by our partner VA office.
- D. Every calculation will be checked by another staff member and spot checked by the Administrator at random intervals.

9. Social Security and Supplemental Security Income Verification

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

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

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

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

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

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

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

10. Family Obligations

The family shall:

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

The family shall not:

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

11. Interim Adjustments

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

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

12. Family Information Provided to Owners

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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. FORM HUD-5382 (12/2016)

Part II. HOUSING STANDARDS AND INSPECTIONS

1. Housing Quality Standards and Inspection Procedures

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

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

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

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

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

A. Pre-lease inspection.

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

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

B. Initial Inspections.

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

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

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

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

C. Re-exam Inspection.

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

D. Follow-up Inspection.

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

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

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

E. Move-Out Inspections.

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

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

* * * * *

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 prorate 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.

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

6. Contract Rent Adjustments

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

7. Utility Allowances

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

8. Portability - Voucher Program

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

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

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

Part V. TERMINATION & GRIEVANCES

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

A. Types of denial

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

B. Condition of denial

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

C. Termination of assistance

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

2. Termination of Tenancy

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

3. Grievance Procedures

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

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

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

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

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

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

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

4. Complaints and Appeals

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

5. Absence from Unit

Any family under the Section 8 program may not be absent from the unit for a period greater than 30 days consecutively unless for a medical situation which may not exceed 180 days. The family is obligated to inform the Paducah Section 8 Housing office upon family absence from the unit. Any failure to inform or prolonged unit absence to exceed time limitation will result in termination of rental assistance. The family will be given the right to an informal hearing in all cases of termination because of unit absence. *Note:* The HUD-VASH program provides an exception to this restriction.

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.

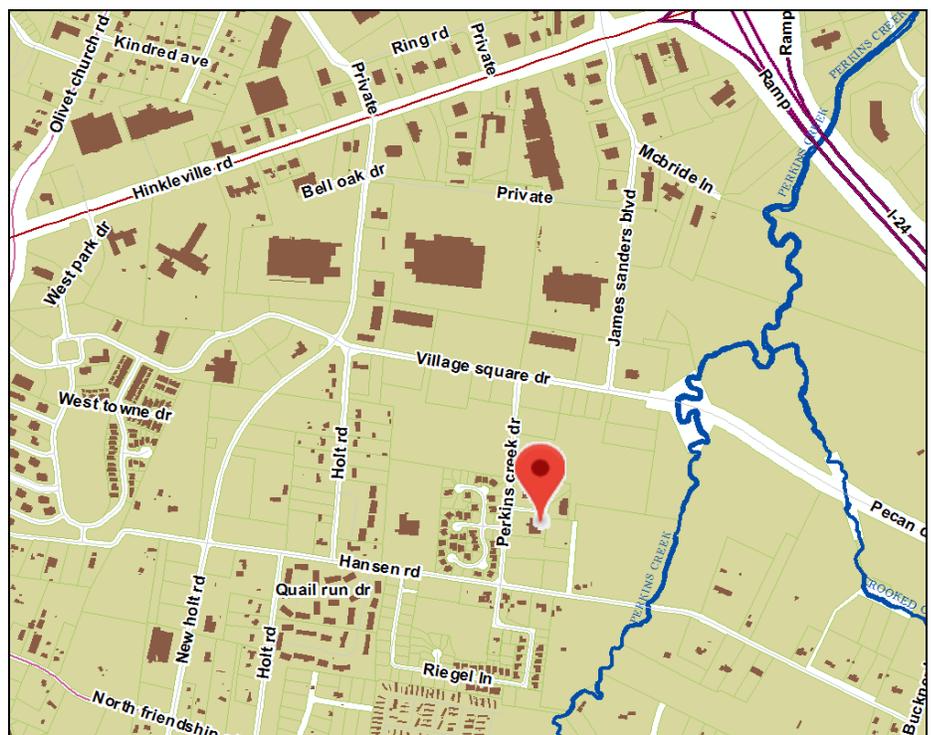
The PHA must determine the eligibility of all at-risk households identified by the owner. For purposes of determining income eligibility, the PHA uses the applicable low income limits (not the very low income limits).

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 12 months and has given proper notice to vacate.

F. PBV Program Contract Terms

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

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

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

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

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

All contracts are subject to availability of adequate funds.

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Part VII. ADMINISTRATION & EVALUATION

1. Responsibilities of the Paducah Section 8 Housing office

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

2. Program Management

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

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

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

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

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

Staffing

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

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

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

Housing Specialist I/II- Responsible for:

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

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

- Verifying address location;

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

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

3. Outreach

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

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

4. Briefing Families, Issuing Housing Choice Vouchers

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

HOUSING CHOICE VOUCHER PACKET

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

5. Administrative Fee Reserve Expenditures

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

6. Monitoring Program Performance

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

7. Purged Files

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

8. Fair Housing Policy and Equal Opportunity Housing Plan

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

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

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

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

Equal Opportunity Posting Requirements:

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

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

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

9. Limited English Proficient (LEP) Policy

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

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

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

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

Definition of LEP Person

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

Identifying LEP Individuals who Need Language Assistance

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

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

Language Assistance Measures

Types of Language Services Available

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

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

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

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

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

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

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

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

The Resources Available to PHA and Costs

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

Oral Language Services (Interpretation)

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

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

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

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

Written Language Services (Translation)

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

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

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

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

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

Telephone Services

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

On-Site Visitation

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

Written Communications

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

Training Staff

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

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

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

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

Providing Notice to LEP Persons

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

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

Monitoring and Updating LEP Plan

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

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

10. Reduction of Families Due to Reduced Funding

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

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

* * * * *

Part VIII. MANAGEMENT ASSESSMENT OBJECTIVES

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

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

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

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

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

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

APPENDIX: 2019 Fair Market Rates and Income Limits



FY 2019 FAIR MARKET RENT DOCUMENTATION SYSTEM

The FY 2019 FMRs for All Bedroom Sizes

Final FY 2019 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2019 FMR	\$468	\$551	\$729	\$922	\$1,109
FY 2018 FMR	\$475	\$540	\$684	\$878	\$1,060

McCracken County, KY is a non-metropolitan county.



FY 2018 INCOME LIMITS DOCUMENTATION SYSTEM

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

FY 2018 Income Limits Summary

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

FY 2018 Income Limit Area	Median Family Income Explanation	FY 2018 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
McCracken County, KY	\$69,800	Very Low (50%) Income Limits (\$) Explanation	21,300	24,350	27,400	30,400	32,850	35,300	37,700	40,150
		Extremely Low Income Limits (\$)* Explanation	12,800	16,460	20,780	25,100	29,420	33,740	37,700*	40,150*
		Low (80%) Income Limits (\$) Explanation	34,100	38,950	43,800	48,650	52,550	56,450	60,350	64,250

APPENDIX: 2019 Utility Allowances

1. Single-family / Manufactured Home

Allowances for Tenant-Furnished Utilities and Other Services		U.S. Department of Housing and Urban Development Office of Public and Indian Housing		OMB Approval No. 2577-0169 (exp. 04/30/2018)		
See Public Reporting Statement and Instructions on back						
Locality		Unit Type		Date (mm/dd/yyyy)		
KY137 Paducah/McCracken County		Single-family/Manufactured Home		05/01/2019		
Utility or Service	Monthly Dollar Allowances					
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas		19	19	25	25
	b. Bottle Gas		31	31	41	41
	c. Oil / Electric		69	69	72	74
	d. Coal / Other					
Cooking	a. Natural Gas	5	5	5	7	7
	b. Bottle Gas	4	4	8	11	14
	c. Oil / Electric	3	4	7	9	9
	d. Coal / Other					
Other Electric	13	24	27	35	39	
Air Conditioning		23	23	28	32	
Water Heating	a. Natural Gas	7	7	8	9	11
	b. Bottle Gas	8	9	10	11	14
	c. Oil / Electric	13	22	27	33	37
	d. Coal / Other					
Water	23	23	23	30	36	
Sewer	18	18	18	18	18	
Trash Collection	17	17	17	17	17	
Range/Microwave	5	5	5	5	5	
Refrigerator	6	6	6	6	6	
Other -- specify						
Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.				Utility or Service per month cost		
Name of Family Address of Unit Number of Bedrooms				Heating \$		
				Cooking		
				Other Electric		
				Air Conditioning		
				Water Heating		
				Water		
				Sewer		
				Trash Collection		
				Range/Microwave		
				Refrigerator		
Other						
Total \$						
Previous editions are obsolete				Page 1 of 1		
				form HUD-52667 (04/15) ref. Handbook 7420.8		

2. Walk-up / Multi-family

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	8	8	12	15		
	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	14	
	c. Oil / Electric	3	4	7	9	9	
	d. Coal / Other						
Other Electric		13	24	27	35	39	
Air Conditioning		8	9	17	21		
Water Heating	a. Natural Gas	7	7	8	9	11	
	b. Bottle Gas	8	9	10	11	14	
	c. Oil / Electric	13	22	27	33	37	
	d. Coal / Other						
Water		23	23	23	30	36	
Sewer		18	18	18	18	18	
Trash Collection		17	17	17	17	17	
Range/Microwave		5	5	5	5	5	
Refrigerator		6	6	6	6	6	
Other -- specify							

Actual Family Allowances		Utility or Service	per month cost
To be used by the family to compute allowance. Complete below for the actual unit rented.		Heating	\$
Name of Family		Cooking	
		Other Electric	
Address of Unit		Air Conditioning	
		Water Heating	
		Water	
Number of Bedrooms		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

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		05/01/2019		
Utility or Service	Monthly Dollar Allowances					
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	9	12	15	17	21
	b. Bottle Gas	17	21	27	31	36
	c. Oil / Electric	36	45	60	67	73
	d. Coal / Other					
Cooking	a. Natural Gas	5	5	5	7	7
	b. Bottle Gas	4	4	8	11	14
	c. Oil / Electric	3	4	7	9	9
	d. Coal / Other					
Other Electric	13	24	27	35	39	
Air Conditioning	10	13	22	27	31	
Water Heating	a. Natural Gas	7	7	8	9	11
	b. Bottle Gas	8	9	10	11	14
	c. Oil / Electric	13	22	27	33	37
	d. Coal / Other					
Water	23	23	23	30	36	
Sewer	18	18	18	18	18	
Trash Collection	17	17	17	17	17	
Range/Microwave	5	5	5	5	5	
Refrigerator	6	6	6	6	6	
Other -- specify						
Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.				Utility or Service		per month cost
Name of Family				Heating		\$
				Cooking		
Address of Unit				Other Electric		
				Air Conditioning		
Number of Bedrooms				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

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

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

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

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

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

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

PHA Name

PHA Number/HA Code

_____ Annual PHA Plan for Fiscal Year 20_____

_____ 5-Year PHA Plan for Fiscal Years 20_____ - 20_____

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

Name of Authorized Official

Title

Signature

Date

Affidavit of Publication

STATE OF KENTUCKY }
COUNTY OF MCCRACKEN } SS

Matt Jones, being duly sworn, says:

That he is General Manager of the Paducah Sun, a daily newspaper of general circulation, printed and published in Paducah, McCracken County, Kentucky; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

February 14, 2019

That said newspaper was regularly issued and circulated on those dates.

SIGNED:


General Manager

Subscribed to and sworn to me this 14th day of February 2019.


Tina Scott, Notary Public, ID 604477, McCracken County, Kentucky

My commission expires: July 10, 2022

20006302 20291251 270-444-0230

Crystal Rothrock
HOUSING AUTHORITY OF PADUCAH
2330 OHIO ST
PADUCAH, KY 42003

LEGAL OF PUBLIC HEARING

This notice is intended to inform the residents of Paducah/McCracken County, KY that the City Of Paducah Section 8 Housing Program

LEGAL OF PUBLIC HEARING

This notice is intended to inform the residents of Paducah/McCracken County, KY that the City Of Paducah Section 8 Housing Program

is submitting its Annual Administrative Plan by the U.S. Housing and Urban Development Section 511 of the Housing and Urban Development Act of 1998. The Plan is available for public inspection and generally contains:

- A. The mission of immediate operations
- B. Related Administrative Plan
- C. Supporting documentation

and objectives along with details about Quality Housing and Work Responsibility Act of 1998. The Plan is available for public inspection and generally contains:

The Housing Authority of the Plan on March 14, 2019 at 10 A.M. in the Harvey Riley Center for Education located at 2304 Ohio St. The purpose of the hearing is to listen and receive public comment on the proposed plan.

hold a public hearing before the submission of the Plan on March 14, 2019 at 10 A.M. in the Harvey Riley Center for Education located at 2304 Ohio St. The purpose of the hearing is to listen and receive public comment on the proposed plan.

The Plan will be available for citizen review at the Housing Authority of Paducah, 2330 Ohio St, Paducah, KY, 42003 during regular business hours beginning February 28, 2019.

hold a public hearing before the submission of the Plan on March 14, 2019 at 10 A.M. in the Harvey Riley Center for Education located at 2304 Ohio St. The purpose of the hearing is to listen and receive public comment on the proposed plan.

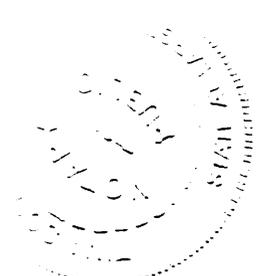
Comments on the proposed Plan can be submitted to the Executive Director at the Housing Authority of Paducah.

be submitted to the Executive Director at the Housing Authority of Paducah.

The Housing Authority of Paducah will hold a public hearing before the submission of the Plan on March 14, 2019 at 10 A.M. in the Harvey Riley Center for Education located at 2304 Ohio St. The purpose of the hearing is to listen and receive public comment on the proposed plan.

The Plan will be available for citizen review at the Housing Authority of Paducah, 2330 Ohio St, Paducah, KY, 42003 during regular business hours beginning February 28, 2019.

Comments on the proposed Plan can be submitted to the Executive Director at the Housing Authority of Paducah.



Agenda Action Form

Paducah City Commission

Meeting Date: April 23, 2019

Short Title: Authorizing Program Development Agreement between City and Weyland Ventures, Inc. regarding the city block bounded by Second Street, Broadway, North Water Street, and Jefferson Street - **T TRACY**

Category: Municipal Order

Staff Work By: Katie Axt, Tammara Tracy

Presentation By: Katie Axt

Background Information: This 12-month agreement is to undertake site due diligence and program development for a future hotel, parking, open space, and mixed-use residential building (“the Project”). This step is done before the actual Development Agreement is signed.

Under this agreement, Weyland Ventures will be responsible for:
Market analysis, Financial analysis, and Design and development of the Project.

The City will be responsible for providing:
Site information, Phase 1 environmental review, Geotechnical analysis, and a Parking assessment.

Together, the City and Weyland Ventures will also work to engage and seek input from stakeholders throughout the process. Based upon the outcomes of these due diligence activities, negotiations on a Development Agreement begin.

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

If yes, please list the Action Step Item Codes(s): E-4 Continue **developing the riverfront** from the Carson Center to the Convention Center

E-3 **Promote occupancy** in all downtown buildings

N-4 Assist with the creation and development of a neighborhood boundary, asset map, vision map, and a plan for **redeveloping vacant property**

Funds Available: Account Name: DT0044

Account Number: TIF Application

Staff Recommendation: Approval

Attachments:

1. Municipal Order
2. WV City Block Development Agreement 2019-0403

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND APPROVING A PADUCAH "CITY BLOCK" PROGRAM DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND WEYLAND VENTURES DEVELOPMENT FOR PROGRAM DEVELOPMENT FOR A FUTURE HOTEL, PARKING, OPEN SPACE, AND MIXED-USE RESIDENTIAL BUILDING LOCATED AT THE CITY BLOCK BOUNDED BY SECOND STREET, BROADWAY, NORTH WATER STREET AND JEFFERSON STREET

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

SECTION 1. The City hereby authorizes and approves a City Block Program Development Agreement with Weyland Ventures Development, in substantially the same form attached hereto and made part hereof (**Exhibit A**), for program development for a future hotel, parking, open space, and mixed-use residential building located at the city block bounded by Second Street, Broadway, North Water Street and Jefferson Street and authorizes the Mayor to execute the Agreement.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 23, 2019
Recorded by Lindsay Parish, City Clerk, April 23, 2019
\\MO\agree- Weyland Ventures City Block Program Development

WEYLAND VENTURES/ CITY OF PADUCAH PADUCAH “CITY BLOCK” PROGRAM DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Development Agreement**" or "**Agreement**") is made and entered into as of the _____ of _____, 2019, (the "Effective Date") by and between WEYLAND VENTURES DEVELOPMENT, having an address of 815 West Market Street, Suite 110, Louisville, KY. 40202, (hereinafter referred to as the "**Developer**"); and CITY OF PADUCAH, a Kentucky second class city having an address of 300 South 5th Street, PO Box 2267, Paducah, KY 42002-2267 (hereinafter referred to as the "**City**").

WHEREAS, the City is the owner of certain real property bounded by Second Street, Broadway, North Water Street, and Jefferson Street; located fully within the proposed Tax Increment Finance District (hereinafter referred to as the "Site"); and

WHEREAS, the City seeks to continue the revitalization of its downtown area, increase the vibrancy and vitality of the area, add public space, improve connectivity, diversify housing options, and respect the urban character and design of its built environment; and

WHEREAS, the Developer has extensive experience in urban development, planning, and historic preservation that advances these objectives; and

WHEREAS, the City and the Developer wish to enter into this Agreement to create a Development Program (hereinafter referred to as the "Program") for the Site.

NOW, THEREFORE, in consideration of the foregoing premises, the City and Developer do hereby agree to the following:

1. The City shall grant the Developer, over a period of 12 months, the exclusive right to develop the Program, under the terms and conditions as specified in this Agreement; and
2. The Developer shall undertake all necessary actions to develop and execute the Program for the site, under the terms and conditions as specified in this Agreement; and
3. The Mayor is authorized to execute this Agreement on behalf of the City.

Section I Obligations of the Developer

I.1 Upon execution of the Agreement, the Developer shall immediately begin work, at its sole expense, to develop the Program and Site Plan for the Site. Such a plan shall initially include – at a minimum - a hotel property and one or more mixed use buildings, public open space, and public parking. This Program and site plan shall be developed in coordination and collaboration with the City, and may change over time as new information, financial analysis, and market demand

information become available that may inform both the Program and the Site Plan. The plan shall take into consideration issues of importance to the City, such as parking needs, view sheds, design character, market demand, and other matters that are brought to the attention of the Developer.

I.2 The Developer shall review all information that has been developed and collected by the City regarding the Site, the downtown, market demand, the proposed Tax Increment Finance (“TIF”) district, and other information that is relevant to the development of the Site. The Developer may request additional information from the City.

I.3 The Developer shall prioritize a downtown hotel as part of the Program, utilizing the information contained in the recently completed downtown hotel analysis conducted by ConsultEcon, and augmented by additional hotel market research that is deemed to be necessary. The Developer shall undertake all appropriate and necessary outreach to potential hotel developers, partners, and/or operators in its hotel due diligence efforts.

I.4 The Developer shall also prioritize the creation of a new downtown open space on a portion of the Site that will be open to the public and designed in a flexible manner so as to be utilized for a variety of public and civic functions.

I.5 The Developer shall prioritize the continued use of a portion of the site for publicly available parking.

I.6 The Developer shall evaluate the creation of other mixed-use or residential buildings on a portion of the Site.

I.7 The execution of the Section I Tasks shall be undertaken within the schedule outlined in Exhibit A, with the understanding that this is an estimated schedule and may change depending upon the collection and evaluation of information provided in Section I and Section II.

Section II Obligations of the City

II.1 Upon execution of this Agreement, the City shall make available to the Developer all relevant information and data related to the specified site, as well as relevant information related to downtown Paducah and the surrounding market. Such information and data shall include – at a minimum – survey information, elevations, utilities, geotechnical, flood plain, and all GIS data related to the Site. The Developer may request that the City collect and provide additional information that currently may not exist.

II.2 The City shall undertake – as owner of the property – a Phase 1 environmental analysis and a Phase 2 analysis if deemed to be necessary by the City.

II.3 The City shall provide information regarding available utilities and capacity on the Site to meet the implementation needs of the Program.

II.4 The City shall undertake a parking assessment for the Site. The assessment shall

include benchmarking parking inventory, evaluating parking capacity in downtown Paducah, and determining occupancy trends. The assessment will analyze existing conditions, future development, and make specific recommendations for better management of the City's parking assets that reflects input from businesses, employees, residents, and visitors.

II.5 The City shall work with the Developer to assess zoning or other development regulations to implement the Program, and determine any appropriate revisions, amendments, variances, or other changes, if needed.

II.6 The City will work with the Developer to engage in input and consultations with City staff and appropriate stakeholders.

II.7 The City shall support efforts by the Developer to secure necessary project financing and/or investments, including but not limited to Opportunity Zones, Brownfields, Tourism Tax Credits, or other types of public financing assistance.

II.8 The City shall continue its efforts to ensure that a (TIF) District is in place prior to a future transfer of the property to the Developer. Certain improvements to the real property - including but not limited to infrastructure, public open space, and parking - shall be deemed to be eligible for TIF proceeds and or City investments recouped via TIF proceeds.

II.9 The City shall, under the terms and conditions herein and other agreements and cooperation efforts that ensue, transfer fee ownership of the development property for the minimum price of \$325.00. This transfer price, however, does not preclude other financial arrangements and participations accruing to the City as may be determined as part of the development's economic and financial due diligence, and the ability to insure the long term success of the development for both the City and the Developer. Any such additional arrangements shall be memorialized prior to the fee simple transfer of the property.

Section III Other Provisions

III.1 Timing: The Agreement shall be effective the date of its execution and shall remain in effect for a period of 12 months hence. At that time, or sooner, one of the following shall occur:

- a) The Agreement will expire upon the execution of a subsequent Agreement covering the implementation of the Program, and construction and operation of a development project; and the transfer of fee simple title to the property; and the financial closing allowing the initial phase of the Development to begin construction.
- b) The Agreement is extended for a specified period of time upon the mutual consent of the parties due to circumstances currently unforeseen.
- c) The Agreement expires and neither party shall have any further obligations or responsibilities to the other party. Any and all expenditures of either party incurred during the time of this Agreement shall remain with the parties and no transfers of funds or reimbursements shall occur.

III.2 Project Design: It is recognized by the parties to this Agreement that the project site

plan and its individual buildings and elements shall be subject to:

- a) Collaborative discussions and review with City staff;
- b) Informal consultations with stakeholders at the request of the City; followed by
- c) All project design review procedures that are required of any development proposal under the City's zoning and development regulations.

III.3 During the period in which this Agreement is in effect, the City shall enter into no other agreements that provide any new incentives for the development of a downtown hotel, new residential construction and/or mixed-use development with a residential component (other than the Developer) within the TIF District, unless agreed to by the Developer. Development projects that qualify under existing City programs are exempt from this provision.

III.4 This Agreement may be revised and amended as may be deemed to be necessary and appropriate during the time of its existence at the mutual agreement of both parties. Such revisions if minor in nature can be undertaken administratively in order to expedite undertaking the provisions herein.

4/15/2019

Exhibit A

Project Schedule

PADUCAH CITY BLOCK PROGRAM DEVELOPMENT

ESTIMATED PROJECT SCHEDULE

Work Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
SITE INFORMATION												
Site Information Collection/Evaluation												
Environmental/Geotech Analysis												
Parking Utilization Study												
Market Information												
Review/Augment Hotel Analysis												
Residential/Commercial Market												
Initial Potential Partner Discussions												
Project Design												
Preliminary Schematic Design												
Review with Potential Partners												
Preliminary Cost Estimates												
City/Stakeholder Input												
Revised Design												
Final Project Design												
Development Feasibility												
Evaluate Market Rates												
Preliminary Pro Forma(s)												
Review with Potential Partners												
Revised Pro Forma(s)												
Development Program												
Initial Project Scope/Phasing												
Revised Project Scope/Phasing												
City Agreements												
Public/Private Partnership Elements												
TIF Agreement												
City Development/Transfer Agreement												
Pre-Closing												
Select Project Partners												
Solicit Financing Interest												
Consider Opportunity Fund Potential												
Final Project ProForma												
Financing Commitments												
Closing and Transfer												

Agenda Action Form

Paducah City Commission

Meeting Date: April 23, 2019

Short Title: Approve Contract between City of Paducah and Paducah-McCracken County Convention & Visitors Bureau in the amount of \$25,000 for the Spring 2019 Quilt Show - **J ARNDT**

Category: Municipal Order

Staff Work By: Claudia Meeks

Presentation By: James Arndt

Background Information:

As part of the Investment Fund Decision Items for FY2019 (current year), the Commission approved appropriation to fund the American Quilters Society for the 2019 Spring Quilt Show in the amount of \$25,000. When the City provides funds to any organization, we prepare a simple Contract for Services agreement that describes the public services the organization will provide as a result of receiving the City funds. In order to expedite and simplify the process, the Paducah-McCracken County Convention Visitor Bureau (CVB) has agreed to act as a conduit through which local agency funds may flow. Therefore, the City will need to execute a contract with the CVB to handle the \$25,000 payment.

History - In July 2007, the City verbally committed to a cash incentive of \$25,000 for the spring 2008 American Quilter Society (AQS) Show. Other local agencies also committed funds to the AQS show. The funds were to be used to market and promote events and venues related to the 2008 show.

On March 18, 2008 the City Commission authorized a municipal order committing \$25,000 in Commission contingency funds to the 2008 AQS show.

This process was repeated in 2009-2018. This payment request/contract is for Spring Quilt Show 2019.

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

If yes, please list the Action Step Item Codes(s): Enhancing Arts and Culture

Funds Available: Account Name: Services-Other

Account Number: 24000401 580720

Staff Recommendation:

Authorize the Mayor to execute a one-time written Contract for Services with the Paducah Convention & Visitors Bureau in the amount of \$25,000 on behalf of the AQS to be used for marketing and promoting events and venues related to the 2019 AQS Quilt Show.

Attachments:

1. Municipal Order
2. Paducah CVB - Spring 2019 Quilt Show

MUNICIPAL ORDER _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH THE PADUCAH-MCCRACKEN COUNTY CONVENTION
AND VISITORS BUREAU IN THE AMOUNT OF \$25,000 FOR SPECIFIC
SERVICES RELATED TO THE AMERICAN QUILTERS SOCIETY SPRING 2019
SHOW

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract
with the Paducah-McCracken County Convention and Visitors Bureau in the amount of
\$25,000 to be used for marketing and promoting events and venues related to the Spring
2019 American Quilters Society Show. This contract shall expire June 30, 2019.

SECTION 2. This expenditure shall be charged to the Services-Other
(2400-0401-58720) account.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 23, 2019
Recorded by Lindsay Parish, City Clerk, April 23, 2019
\\mo\contract-Convention & Visitors Bureau (AQS Spring 2019)

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2019, by and between the **CITY OF PADUCAH** (“City”) and the **PADUCAH-McCRACKEN COUNTY CONVENTION & VISITORS BUREAU** (hereinafter referred to as **Paducah CVB**).

WITNESSETH:

WHEREAS, the Paducah CVB is a government organization funded by the transient room tax; and

WHEREAS, the Paducah CVB is dedicated to providing destination marketing for Paducah-McCracken County and is responsible for generating incremental economic benefit to the community through the attraction of leisure traveler, convention, trade show and group tour visits; and

WHEREAS, City funding would assist the Paducah CVB in assuring the American Quilters Society (AQS) Spring 2019 show is held in Paducah; and

WHEREAS, the City of Paducah desires to contract with the Paducah CVB for the services to be described herein under the terms and conditions set forth in this Contract for Services.

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

SECTION 1: TERM

The term of this contract for services shall be from the effective date of the contract until June 30, 2019.

SECTION 2: TERMINATION

Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT

In consideration of the fact that City funding assists the Paducah CVB, in assuring that the American Quilter Society (AQS) Spring 2019 show is held in Paducah, the City shall, upon receipt of an invoice, pay the Paducah CVB, a one-time amount of Twenty-Five Thousand Dollars (\$25,000).

SECTION 4: OBJECTIVES AND SERVICES

During the term of this contract, the Paducah CVB will, on behalf of the City of Paducah, provide funds, including this \$25,000 to the AQS for the 2019 Spring Show to be used for marketing and promoting events and venues related to the show.

SECTION 5: ACCOUNTING

- (A) Paducah CVB shall continue to conduct all accounting, financial management, and
- (B) The Paducah CVB shall provide the City Commission their annual financial audit report for the Fiscal Year 2019.

SECTION 6: ENTIRE AGREEMENT

This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS

Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Paducah CVB are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

By _____
BRANDI HARLESS, Mayor

Date: _____

PADUCAH-MCCRACKEN COUNTY & VISITORS BUREAU

By _____

Title _____

Date: _____

Agenda Action Form

Paducah City Commission

Meeting Date: April 23, 2019

Short Title: Change Order #2- Increase of \$135,956.00 for the Flood Pump Station #2 Rehabilitation - **R MURPHY**

Category: Municipal Order

Staff Work By: Sheryl Chino

Presentation By: Rick Murphy

Background Information: Paducah received a CDBG award as approved by Municipal Order 2014 in the amount of \$1,000,000 for the rehabilitation of Flood Pump Station #2. Paducah also received a KIA loan in the amount of \$3,713,000 as approved by Municipal Order #2071 for the rehabilitation of Flood Pump Station #2. After the removal of pumps, the vendor notified the city that the pumps were non-repairable. Project engineers recommend replacement of pumps #3,4,5,&6 with new vertical impeller pumps.

Original contract price plus change order #1 is \$4,922,000.

Net increase \$135,956

New total contract price \$5,057,956.

There is sufficient grant and loan funding to cover the cost of the increase.

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

If yes, please list the Action Step Item Codes(s): I-3: Develop and maintain a self sustaining storm water management and infrastructure operation

Funds Available: Account Name: Pump Station #2 Rehab FW0014

Account Number:

Staff Recommendation: Authorize and direct Mayor to sign Change Order #2 in the amount an increase of \$135,956.

Attachments:

1. Municipal Order
2. Pump Station 2- Change order 2

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING CHANGE ORDER NO. 2 WITH HUFFMAN CONSTRUCTION, LLC, FOR A CONTRACT INCREASE IN THE AMOUNT OF \$135,956 FOR THE FLOODWALL PUMP STATION #2 REHABILITATION PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE ORDER

WHEREAS, the City approved Ordinance No. 2018-4-8523 on April 10, 2018, to enter into a contract with Huffman Construction, LLC, in the amount of \$4,947,000 for the Floodwall Pump Station #2 Rehabilitation Project; and

WHEREAS, the City approved Change Order No. 1 to decrease the contract with Huffman Construction, LLC, in an amount of \$25,000 for a total contract price \$4,922,000; and

WHEREAS, Huffman Construction has notified the City that the pumps were non-repairable and recommend replacement of pumps #3, #4, #5, & #6 with new vertical impeller pumps at an additional cost of \$135,956; and

WHEREAS, the City now desires to enter into Change Order No. 2 to increase the contract with Huffman Construction, LLC, in an amount of \$135,956 for a new total contract price of \$5,057,956.

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

SECTION 1. The City hereby approves Change Order No. 2 with Huffman Construction, LLC, for a price increase in the amount of \$135,956 for the City of Paducah's Floodwall Pump Station Rehabilitation Project, henceforth increasing the total contract amount to \$5,057,956 and authorizes the Mayor to execute the Change Order.

SECTION 2. This expenditure shall be charged to the Pump Station #2 Rehab Project Account No. FW0014.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 23, 2019
Recorded by Lindsay Parish, City Clerk, April 23, 2019
\\mo\chgord 2-Floodwall Pump Station 2 Rehab - Huffman

Date of Issuance: 02/19/19	Effective Date:
Owner: City of Paducah	Owner's Contract No.: CDBG No. 17-020
Contractor: Huffman Construction, LLC	Contractor's Project No.: 735
Engineer: HDR Engineering, Inc.	Engineer's Project No.: 10032833
Project: Flood Pump Station #2 Rehabilitation	Contract Name: Paducah PS #2 Rehab

The Contract is modified as follows upon execution of this Change Order:

Description: Net difference to provide new vertical impeller pumps for pump numbers 3, 4, 5, and 6.

Attachments: *[List documents supporting change]* Proposal letter dated February 19, 2019.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>4,947,000.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ 730 days or dates
[[Increase]] [[Decrease]] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>25,000.00</u>	[[Increase]] [[Decrease]] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: _____ Ready for Final Payment: _____ -0- days
Contract Price prior to this Change Order: \$ <u>4,922,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ 730 days or dates
[[Increase]] [[Decrease]] of this Change Order: \$ <u>135,956.00</u>	[[Increase]] [[Decrease]] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ 190 days or dates
Contract Price incorporating this Change Order: \$ <u>5,057,956.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ 920 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: <u>President</u>
Date: <u>4/2/19</u>	Date: _____	Date: <u>02/19/19</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Agenda Action Form

Paducah City Commission

Meeting Date: April 23, 2019

Short Title: Authorizing Infill Development Agreement between the City of Paducah and Higdon Development, Inc. regarding Greenway Village Phase 2 (up to \$182,243.00) - **T TRACY**

Category: Municipal Order

Staff Work By: Tammara Tracy, Rick Murphy

Presentation By: Tammara Tracy

Background Information: On February 22, 2011 ordinance #2011-2-1107 was adopted. This ordinance initiated an MOU between the City of Paducah and Higdon Development, Inc., which was executed on March 2, 2011, in order for Higdon Development and Greenway Village, LLC, to recover expenses spent on public appurtenances and improvements (such as streets, storm water conveyance, sidewalks, etc.) constructed within the Greenway Village Development by way of an Infill Development Agreement.

On May 8, 2012 ordinance #2012-5-7921 was adopted approving the first Restated MOU to allow for a one-year extension of Phase I of Greenway Village. It also included that any Infill Agreement for Phase II was to be executed by May 8, 2017. Phase I of Greenway Village was completed under this first Restated MOU and on May 8, 2013, the Developers and the City entered into the Phase I Infill Agreement. Rebates of the Ad Valorem taxes have been paid under this Phase I Infill Agreement.

The Developers have now requested a second time extension of the First Restated MOU that expired on May 15, 2017 and enter into the Infill Agreement at this time. While the City is under no legal obligation to enter into any agreement and the incentive provision was intended to hasten development, staff notes that the Developer continued the development in good faith. Staff is agreeable to the Developer's request, provided that **the term is 8 years, beginning July 1, 2019 and ending June 30, 2027 with the total rebate not to exceed \$182,243.00.**

It is the Developer's responsibility to request the ad valorem rebate each year.

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

If yes, please list the Action Step Item Codes(s): N-2 Encourage, incentivize, and/or support more housing options throughout the City

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve

Attachments:

1. Ordinance
2. AGREEMT-Infill Higdon Greenway Village2

ORDINANCE 2019-____ - _____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A RESIDENTIAL INFILL DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF PADUCAH, KENTUCKY AND HIGDON DEVELOPMENT, INC., FOR GREENWAY VILLAGE PHASE II AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, the Board of Commissioners adopted Ordinance No. 2011-2-1107 authorizing the approval of a Memorandum of Understanding between Higdon Development, Inc., as Developers and the City of Paducah, which Memorandum of Understanding is dated February 22, 2011; and

WHEREAS, the Board of Commissioners adopted Ordinance No. 2012-5-7921 on May 8, 2012, authorizing the approval of an Amended and Restated Memorandum of Understanding between Higdon Development, Inc., as Developers and the City of Paducah, which allowed for a one-year extension of Phase I of Greenway Village which Amended and Restated Memorandum of Understanding is dated May 15, 2012; and

WHEREAS, Higdon Development, Inc., has completed all requirements in accordance with the City of Paducah Subdivision Ordinances and has obtained final subdivision approval from the Board of Commissioners by Ordinance No. 2016-12-8456; and

WHEREAS, the Developer's Development requires Developer to add improvements to the public infrastructure; and

WHEREAS, Developer's Development is presently located in the incorporated area of Paducah, McCracken County, Kentucky and suitable for urban development without unreasonable delay; and

WHEREAS, it would be beneficial to the Developer and Developer's Development, and the successor owners of property located in Developer's Development, to enjoy municipal services from the City; and

WHEREAS, the City desires to provide municipal services to benefit Developer's Development, and the land owners to be located therein, but requests Developer to construct, at Developer's cost, eligible public infrastructure and improvements to local streets, curbs, gutters, sidewalks and storm sewer conveying systems which are necessary for the provision of safe public transportation and municipal services; and

WHEREAS, eligible public improvements will become the property of the government having jurisdictional authority over said improvements' construction, completion and acceptance; and

WHEREAS, the City is agreeable to reimbursing Developer for the cost and expenses (\$182,243.00 per the engineer's estimate prepared by Site Worx Survey & Design, LLC, and approved by the City Engineer) incurred by Developer to construct Eligible Public Improvements within and/or depicted by the Developer's Development to the extent of the total cost and expense of same, or the amount of ad valorem real property taxes realized by the City resulting from the Developer's Development for eight (8) years beginning July 1, 2019 through June 30, 2027, the lesser to apply.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE

CITY OF PADUCAH, KENTUCKY, as follows:

SECTION 1. Recitals and Authorization. The City of Paducah hereby approves the Greenway Village Subdivision Phase II Residential Infill Development Agreement with Higdon Development, Inc., for a period of eight (8) years, beginning July 1, 2019 and ending June 30, 2027, with the total rebate not to exceed \$182,243.00 in substantially the form attached hereto and is made a part hereof (**Exhibit A**). It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Residential Infill Development Agreement for the purposes therein specified. The Mayor of the City of Paducah is hereby authorized to execute the Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Residential Infill Development Agreement.

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

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

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

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

Brandi Harless, Mayor

Attest:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, April 9, 2019

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by the Paducah Sun, _____

\\ord\plan\Residential Infill Development Higdon Greenway Village Phase II

EXHIBIT A

**GREENWAY VILLAGE SUBDIVISION PHASE-2
RESIDENTIAL INFILL DEVELOPEMNT AGREEMENT**

THIS RESIDENTIAL INFILL AGREEMENT made and executed on this _____ day of _____, 2019, by and between the City of Paducah, Kentucky; a city of the second class, 300 South Fifth Street, P. O. Box 2267, Paducah, Kentucky 42002-2267 (hereinafter referred to as "City"), and Higdon Development, Inc., and its affiliated company, Greenway Village, LLC, a Kentucky Limited Liability company (hereinafter referred to as "Developers").

WITNESSETH:

WHEREAS; the Board of Commissioners adopted Ordinance No. 2012-5-7921 authorizing the approval of an Amended and Restated Memorandum of Understanding between Higdon Development, Inc., as Developers and the City of Paducah, which Amended and Restated Memorandum of Understanding is dated March 2, 2012 (the "Amended and Restated MOU"); and

WHEREAS, Developer is the owner of Tract 2-A, consisting of 4.438 acres, Tract 2-B, consisting of 2.237 acres, and Tract 2-C, consisting of 4.662 acres having a combined acreage of 11.337 acres of real property, which is located in McCracken County, Kentucky, a document describing real property is set forth in Final Plat which is entitled, "Final Subdivision Plat, Greenway Village Subdivision-Phase 2 for Greenway Village , LLC, dated May 16, 2016 by Mr. Herb Simmons, a Kentucky Professional Land Surveyor (P.L.S. No. 3732) is attached hereto; and

WHEREAS, Developers has completed all requirements in accordance with the City of Paducah Subdivision Ordinances and has obtained final subdivision approval for the Developers' development of said tract of property as a subdivision for residential purposes from the Planning Commission on May 16, 2016 and by Board of Commissioners on December 13, 2016, Ordinance No. 2016-12-8456, which approval is evidenced by the Final Plat recorded in Plat Section M, page 1093 and 1094, in the McCracken County Clerk's office.

WHEREAS, Developer's Development requires Developer to add improvements to the public infrastructure; and

WHEREAS, Developer's Development is presently located in the incorporated area of Paducah, McCracken County, Kentucky and suitable for urban development without unreasonable delay; and

WHEREAS, it would be beneficial to the Developer and Developer's Development, and the successor owners of property located in Developer's Development, to enjoy municipal services from the City; and

WHEREAS, the City desires to provide municipal services to benefit Developer's Development, and the land owners to be located therein, but requests Developer to construct, at Developer's cost, to construct eligible public infrastructure and improvements which are necessary for the provision of safe public transportation and municipal services; and

WHEREAS, eligible public improvements may include without limitation the improvement to existing transportation facilities owned and operated by the Kentucky Transportation Cabinet (hereinafter referred to as "KYTC"); the construction or improvement to local streets, curbs, gutters, sidewalks and storm sewer conveying systems (hereinafter referred to as "Eligible Public Improvements") as depicted in Developer's Development, which upon completion and acceptance by the appropriate governing body that may include without limitation either or both the City and KYTC (hereinafter referred to as the "Government") shall become the property of the Government. The final approval and acceptance of the Eligible Public Improvements shall be determined by the Government having jurisdictional authority over the Eligible Public Improvements' construction, completion, and acceptance ; and

WHEREAS, for reason that such Eligible Public Improvements will become the property of the Government having jurisdictional authority over said Improvements' construction, completion, and acceptance, the City is agreeable to reimbursing the Developer for the cost and expenses (\$182,243.00 per an

\$ CAP



Engineer's Estimate prepared by Site Worx Survey & Design, LLC and subsequently approved by the City Engineer) incurred by Developer to construct Eligible Public Improvements within and/or depicted by the Developer's Development to the extent of the total cost and expense of same, or the amount of ad valorem real property taxes realized by the City resulting from the Developer's Development for eight (8) years beginning July 1, 2019 through June 30, 2027 (hereinafter referred to as "Period of Eligibility") the lesser to apply.

NOW, THEREFORE, in consideration of the foregoing provisions, and for other valuable consideration, the receipt of which is hereby acknowledged by all parties hereto, the parties do covenant and agree as follows:

1. Construction/Improvements of Eligible Public Improvements. Developer shall construct within Developer's Development the public infrastructure and improvements which are necessary for the provision of public safety and municipal services by the Government defined herein as Eligible Public Improvements. All Eligible Public Improvements shall be located within an existing and/or proposed public right-of-way(s) and/or public easements to be dedicated by the plat of Developer's Development or shown as an improvement to existing publicly owned surface transportation infrastructure. The City Engineer and/or the Government having jurisdictional authority shall have the right to inspect all construction of the Eligible Public Improvements during the construction process to ensure that construction of such Eligible Public Improvements are in compliance with the Developer's Development and in compliance with the applicable minimum standards and requirements, including without limitation building codes, zoning laws, or other applicable federal, state or local laws or ordinances of the Government having jurisdictional authority .

2. Acceptance by the Government. Upon completion of construction of the Eligible Public Improvements, the improvements shall be inspected by the Government having jurisdictional authority to determine and/or identify if the improvements have deficiencies. If it is determined that deficiencies are in need of correction, the Developer shall complete the appropriate corrective actions needed prior to the improvements being accepted by the Government having jurisdictional authority. Upon the Developer completing the correction of all identified deficiencies, the Government having jurisdictional authority shall accept the Eligible Public Improvements, at which time such improvements shall be deemed the sole and exclusive property of the Government having jurisdictional authority. Upon such acceptance, the Government having jurisdictional authority shall thereafter maintain the Eligible Public Improvements, at the Government's costs. Notwithstanding the foregoing, it is agreed and understood by and between the parties that the Government shall not be obligated to accept any of the Developer's improvements that do not meet the minimum standards of the Government.

3. Reimbursement to Developer for Costs and Expenses of Constructing Eligible Public Improvements. In consideration of Developer's construction of Eligible Public Improvements which are to become the property of the Government having jurisdictional authority, the City hereby agrees to reimburse Developer for any cost and expense incurred by the Developer for the construction cost of the subject improvement to the extent of such costs and expenses, or to the extent of the amount of ad valorem real property taxes realized and collected annually by the City from the City's levy and tax on Developer's Development during the Period of Eligibility, the lesser to apply. Reimbursement of these costs and expenses shall be subject to the following terms and conditions:

A. Eligibility for Reimbursement. Only actual costs and expenses incurred by the Developer for the construction of the Eligible Public Improvements which are constructed in accordance with the Developer's Development and are ready to be accepted by the Government shall be eligible for reimbursement. Eligible costs for reimbursements (hereinafter referred to as "Reimbursements") shall be limited to the Developer's actual expenses incurred to purchase materials, labor and charges for the use/rental of equipment to construct the Eligible Public Improvements. Expense associated with the Developer's overhead, profit or any other related expense shall not be considered for reimbursement. In the event that these records are NOT available, the City Engineer may accept an engineer's cost estimate that is representative of the value for eligible reimbursement expenses. The determination of which costs and expenses are eligible and whether construction and

completion of the Eligible Public Improvements were made in accordance with the Developer's Development shall be made by the City Engineer in his reasonable discretion.

B. Time of Request. The Developer shall only be entitled to make a request for Reimbursement at that point in time when the Developer has fully completed construction of any Eligible Public Improvements. All requests for Reimbursement shall be filed with the City Engineer's Office on or before April 30 of any calendar year.

C. Request for Reimbursement. Any request for Reimbursement shall be in written form bearing the Developer and Development name as described herein. Each request shall itemize the costs and expenses which were incurred by the Developer that are eligible for Reimbursement. Such itemization shall first describe the Eligible Public Improvement constructed, accompanied with the Developer's supporting construction documentation attached to each request that verifies the costs and expenses incurred by the Developer for the construction of the Eligible Public Improvements for Reimbursement. The Developer shall also provide to the City Engineer any other documentation requested by the City Engineer which the City Engineer deems necessary or advisable in his review of the request. Each request made by the Developer shall be verified under oath.

D. Review and Approval by the City Engineer. Upon submission of the written request, the City Engineer shall evaluate the request and make a determination as to the eligibility of the Reimbursement. As part of the evaluation, the City Engineer shall also make a determination that the Eligible Public Improvements were constructed in accordance with the Developer's Development. In the event the City Engineer makes a determination that the Eligible Public Improvements, or any party thereof, were not constructed in accordance with such minimum Government standards, such determination shall render the Developer's request ineligible for reimbursement. In making such a determination, the City Engineer shall provide a written description of the deficiency or deficiencies. In such event, the Developer shall not have any further right to request reimbursement under this Agreement until such time that the noted deficiency or deficiencies are cured and remedied. In making his evaluation, the City Engineer shall have the right to consult with Developer, and any engineer, contractor, or subcontractor with whom the Developer associated with prior to or during the construction of such Eligible Public Improvement.

E. Upon approval of eligibility of any Reimbursement for the Eligible Public Improvements. The City Engineer shall make a written report evidencing such approval. The City Engineer shall state in the written report the amount of the costs and expenses which were approved for reimbursement. In the event the City Engineer should reject any cost or expense as set forth in the request, the City Engineer shall provide an explanation in the written report for such rejection. Upon completion of the written report, the City Engineer shall cause a copy of such written report to be delivered to the Developer and to Finance Department of the City of Paducah.

F. Reimbursement from Finance Department. Upon receipt of the written approval by the City Engineer, the Finance Department shall make a determination as to the amount of ad valorem real property taxes which were levied by the City for the City's sole benefit against the real property located in Developer's Development and actually collected and received by the City for each year period during the Period of Eligibility. The Finance Department shall make payment to the Developer in an amount equal to such taxes actually collected and received by the City specific to each of the City's Fiscal Years within the Period of Eligibility, subject, however, to the following conditions:

(1) The City shall have no obligation whatsoever to reimburse the Developer in excess of the sum total amount of the ad valorem real property taxes actually collected and received by the City annually during the Period of Eligibility. In the event such sum total amount exceeds the sum total of eligible Reimbursement, the City's obligation of Reimbursement shall terminate upon full payment of such Reimbursement.

(2) Any taxes which may be collected by the City for the benefit of others, such as the school board, etc., shall not be deemed a part of the reimbursement herein.

(3) Only taxes actually received and collected by the City during the Period of Eligibility following the effective date of this Agreement from levies against the Developer's Development shall be utilized in determining the Reimbursement described herein. Any taxes collected prior to the Period of Eligibility shall not be included in such determination, regardless of the date of assessment or levy, issuance of the tax bills, or in the event of any delinquency in payment.

(5) Enforcement of Agreement. Each of the parties to this Agreement shall have the right to enforce the terms of this Agreement. In the event of such enforcement, or in the event of any dispute between the parties regarding the meaning or interpretation of any provision of this Agreement, all parties do hereby agree to submit such action to the McCracken Circuit Court. Each party shall have all rights and remedies as provided by law. In the event such action is filed with the McCracken Circuit Court, each party does hereby waive trial by jury. It is agreed by and between the parties that the prevailing party in such action shall have the right to recover its reasonable attorney's fees from the non-prevailing party as part of its costs of litigation.

(6) Arbitration. Should any dispute arise between the parties, the parties will try to resolve the dispute by negotiation. If the dispute has not been resolved by such negotiation, the parties will submit the dispute for administered mediation. In the event a dispute cannot be resolved by mediation, the following provisions shall apply:

(a) As to any unresolved dispute, upon the written request of any party, the dispute shall be submitted to an arbitrator to be selected by the parties. If the parties cannot agree within ten (10) days after the receipt of written notice from the other party requesting it to do so, the appointment shall be left to the American Arbitration Association.

(b) Except as otherwise specifically set forth herein, the arbitrator shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Paducah, Kentucky.

(c) The decision in writing of the arbitrator, when filed with the parties hereto, shall be final and binding on both parties. The arbitrator shall award the costs and expenses incurred by the prevailing party against the non-prevailing party to such extent as determined by the arbitrator as the arbitrator deems just and equitable. Judgment may be entered upon the final decision of the arbitrator in any court having jurisdiction. Any party shall have the right to sue in court to enforce the arbitration award. In accepting arbitration, the parties expressly waive trial by jury.

(7) Miscellaneous Provisions. The following miscellaneous provisions shall apply:

A. Notices. All notices provided for herein will be in writing and addressed to the parties at the addresses as referenced above.

B. Other Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights, and remedies, otherwise imposed or available by law.

C. Governing Law. This document shall, in all respects, be governed by the laws of the state of Kentucky.

D. Entire Agreement. This Agreement expresses the complete agreement of the parties and supersedes all prior written or oral agreements or understandings between the City and the Developer with regard to the matters addressed herein. The making, execution, and delivery of this Agreement by the parties hereto has not been

induced by any representations, statements, warranties or agreements other than those expressly set forth herein.

E. Amendments. This Agreement may not be modified or amended unless both parties agree and is evidenced in writing signed by both parties hereto.

F. Time. All times referred herein shall be strictly construed, as all of such times shall be deemed of the essence.

G. Counterparts. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

H. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective legal representatives, heirs, successors and permitted assigns. The Developer shall not assign his rights and obligations hereunder, in whole or in part, without the prior consent of the City, but in no event, shall any assignment hereunder release or relieve the Developer from any obligations of this Agreement for which the Developer shall remain fully bound to the City.

I. Effective Date of Agreement. The effective date of this Agreement shall be the date that the mayor of the City of Paducah executes this Agreement and has received the approval of the governing body of the City of Paducah.

J. Assurances. The Developer agrees to execute such further documents and instruments as shall be necessary to fully carry out the terms of this Agreement.

CITY OF PADUCAH

By: _____

Brandi Harless, Mayor, City of Paducah

Date: _____, 2019

HIGDON DEVELOPMENT, INC

By: Philip Legde

Date: 4-1-19, 2019

GREENWAY VILLAGE, LLC

By: Clay Brigh
Managing Member

Date: 4-1, 2019

STATE OF KENTUCKY)

COUNTY OF McCracken)

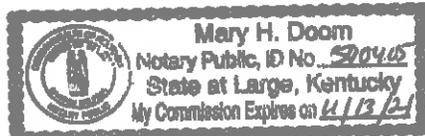
The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Brandi Harless, Mayor, City of Paducah.

My commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCracken)



The foregoing instrument was acknowledged before me this 1 day of April, 2019 by Philip Higdon - President, (title) on behalf of Higdon development, Inc.

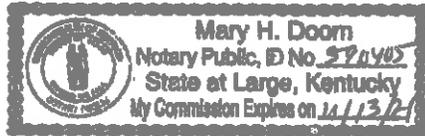
My commission expires 4/13/21.

Mary Doom

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCracken)



The foregoing instrument was acknowledged before me this 1 day of April, 2019 by Philip Higdon - ^{Manager} Partner, Member, on behalf of Greenway Village, LLC.

My commission expires 11-13-21.

Mary Doom

Notary Public, State at Large

Agenda Action Form Paducah City Commission

Meeting Date: April 23, 2019

Short Title: Authorizing Infill Development Agreements between the City of Paducah and Higdon Development, Inc. regarding Ridgewood Villas Phase I (up to \$126,397.00) and Phase II (up to \$95,053.00) - **T TRACY**

Category: Municipal Order

Staff Work By: Tammara Tracy, Rick Murphy

Presentation By: Tammara Tracy

Background Information:

On April 15, 2014 ordinance #2014-4-8134 was adopted. This ordinance initiated an MOU between the City of Paducah and Higdon Development, Inc., which was executed on April 15, 2014, in order for Higdon Development to recover expenses spent on public appurtenances and improvements (such as streets, storm water conveyance, sidewalks, etc.) constructed within the Ridgewood Villas Development by way of Infill Development Agreements. As per ordinance, an Infill Development Agreement authorizes the refund of ad valorem taxes paid for up to 10 years and up to the amount spent on public infrastructure construction.

The MOU required an agreement for Phase I to be executed within one-year (2015) and an agreement for Phase II within five-years (2019).

The Developers have now requested and are prepared to sign Infill Development Agreements for both Phase I and Phase II. The City is agreeable to the Developers request provided that:

- Phase I is for 6 years, beginning July 1, 2019 and ending June 30, 2025 with the total rebate not to exceed \$126,397.00, and that
- Phase II is for 10 years, beginning July 1, 2019 and ending June 30, 2029 with the total rebate not to exceed \$95,053.00.

It is the Developer's responsibility to request the ad valorem rebate each year.

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

If yes, please list the Action Step Item Codes(s): N-2 Encourage, incentivize, and/or support more housing options throughout the City

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve

Attachments:

1. Ordinance
2. AGREEMT-Infill Higdon Ridgeway Villas 1
3. AGREEMT-Infill Higdon Ridgeway Villas 2

ORDINANCE 2019-_____ - _____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING TWO RESIDENTIAL INFILL DEVELOPMENT AGREEMENTS BY AND AMONG THE CITY OF PADUCAH, KENTUCKY AND HIGDON DEVELOPMENT, INC., FOR RIDGEWOOD VILLAS CONDOMINIUMS PHASE I AND PHASE II AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENTS AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, the Board of Commissioners adopted Ordinance No. 2014-4-8134 authorizing the approval of a Memorandum of Understanding between Higdon Development, Inc., as Developers and the City of Paducah, which Memorandum of Understanding is dated April 15, 2014 (the “MOU”); and

WHEREAS, Higdon Development, Inc., has completed all requirements in accordance with the City of Paducah Subdivision Ordinances and has obtained final subdivision approval for both Phase I and Phase II from the Board of Commissioners by Ordinance No. 2016-8-8396 and Ordinance No. 2019-3-8565, respectively; and

WHEREAS, the Developer’s Development requires Developer to add improvements to the public infrastructure; and

WHEREAS, Developer’s Development is presently located in the incorporated area of Paducah, McCracken County, Kentucky and suitable for urban development without unreasonable delay; and

WHEREAS, it would be beneficial to the Developer and Developer’s Development, and the successor owners of property located in Developer’s Development, to enjoy municipal services from the City; and

WHEREAS, the City desires to provide municipal services to benefit Developer’s Development, and the land owners to be located therein, but requests Developer to construct, at Developer’s cost, eligible public infrastructure and improvements to local streets, curbs, gutters, sidewalks and storm sewer conveying systems which are necessary for the provision of safe public transportation and municipal services; and

WHEREAS, eligible public improvements will become the property of the government having jurisdictional authority over said improvements’ construction, completion and acceptance; and

WHEREAS, the City is agreeable to reimbursing Developer for the cost and expenses (\$126,397.00 for Phase I and \$95,053.00 for Phase II per the engineer’s estimate prepared by Site Worx Survey & Design, LLC, and approved by the City Engineer) incurred by Developer to construct Eligible Public Improvements within and/or depicted by the Developer’s Development to the extent of the total cost and expense of same, or the amount of ad valorem real property taxes realized by the City resulting from the Developer’s Development for six (6) years beginning July 1, 2019 through June 30, 2025 for Phase I and for ten (10) years beginning July 1, 2019 through June 30, 2029 the lesser to apply.

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

SECTION 1. Recitals and Authorization – Phase I. The City of Paducah hereby

approves the Ridgewood Villas Condominiums Phase I Residential Infill Development Agreement with Higdon Development, Inc., for a period of six (6) years, beginning July 1, 2019 and ending June 30, 2025, with the total rebate not to exceed \$126,397.00 in substantially the form attached hereto and is made a part hereof (**Exhibit A**). It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Residential Infill Development Agreement for the purposes therein specified. The Mayor of the City of Paducah is hereby authorized to execute the Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Residential Infill Development Agreement.

SECTION 2. Recitals and Authorization – Phase II. The City of Paducah hereby approves the Ridgewood Villas Condominiums Phase II Residential Infill Development Agreement with Higdon Development, Inc., for a period of ten (10) years, beginning July 1, 2019 and ending June 30, 2029, with the total rebate not to exceed \$95,053.00 in substantially the form attached hereto and is made a part hereof (**Exhibit B**). It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Residential Infill Development Agreement for the purposes therein specified. The Mayor of the City of Paducah is hereby authorized to execute the Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Residential Infill Development Agreement.

SECTION 3. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining parts of this Ordinance.

SECTION 4. Compliance with Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of the 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 5. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

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

Brandi Harless, Mayor

Attest:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, April 9, 2019

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by the Paducah Sun, _____

\\ord\plan\Residential Infill Development Higdon Ridgewood Villas Phase I & II

EXHIBIT A

EXHIBIT B

RIDGEWOOD VILLAS CODOMINIUMS - PHASE 1
RESIDENTIAL INFILL DEVELOPEMNT AGREEMENT

THIS RESIDENTUAL INFILL AGREEMENT made and executed on this ____ day of _____, 2019, by and between the City of Paducah, Kentucky; a city of the second class, 300 South Fifth Street, P. O. Box 2267, Paducah, Kentucky 42002-2267 (hereinafter referred to as "City"), and Higdon Development, Inc., a Kentucky corporation (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, the Board of Commissioners adopted Ordinance No. 2014-4-8134 authorizing the approval of an Memorandum of Understanding between Higdon Development, Inc., as Developers and the City of Paducah, which Memorandum of Understanding is dated April 15, 2014 (the "MOU"); and

WHEREAS, Developer is the owner of Tract A-1, consisting of 1.984 acres and Tract A-2, consisting of 3.159 acres, having a combined acreage of 5.143 acres of real property, which is located in McCracken County, Kentucky, a document describing real property is set forth in Final Plat which is entitled, "Final Plat of Subdivision & Establishment of Condominium Development & Dedication, Ridgewood Villas Condominiums - Phase 1," for Higdon Development, Inc., July 18, 2016 by Mr. Herb Simmons, a Kentucky Professional Land Surveyor (P.L.S. No. 3732) is attached hereto; and

WHEREAS, Developer has completed all requirements In accordance with the City of Paducah Subdivision Ordinances and has obtained final subdivision approval for the Developer's development of said tract of property as a subdivision for residential purposes from the Planning Commission on July 18, 2016 and by Board of Commissioners on August 9, 2016, Ordinance No. 2016-8-8396, which approval is evidenced by the Final Plat recorded in Plat Section Miscellaneous Book No.1, page 192, 193, and 194, in the McCracken County Clerk's office.

WHEREAS, Developer's Development requires Developer to add improvements to the public infrastructure; and

WHEREAS, Developer's Development is presently located in the incorporated area of Paducah, McCracken County, Kentucky and suitable for urban development without unreasonable delay; and

WHEREAS, It would be beneficial to the Developer and Developer's Development, and the successor owners of property located in Developer's Development, to enjoy municipal services from the City; and

WHEREAS, the City desires to provide municipal services to benefit Developer's Development, and the land owners to be located therein, but requests Developer to construct, at Developer's cost, to construct eligible public infrastructure and improvements which are necessary for the provision of safe public transportation and municipal services; and

WHEREAS, eligible public improvements may include without limitation the improvement to existing transportation facilities owned and operated by the Kentucky Transportation Cabinet (hereinafter referred to as "KYTC"); the construction or improvement to local streets, curbs, gutters, sidewalks and storm sewer conveying systems (hereinafter referred to as "Eligible Public Improvements") as depicted in Developer's Development, which upon completion and acceptance by the appropriate governing body that may include without limitation either or both the City and KYTC (hereinafter referred to as the "Government") shall become the property of the Government. The final approval and acceptance of the Eligible Public Improvements shall be determined by the Government having jurisdictional authority over the Eligible Public Improvements' construction, completion, and acceptance ; and

WHEREAS, for reason that such Eligible Public Improvements will become the property of the Government having jurisdictional authority over said improvements' construction, completion, and acceptance, the City is agreeable to reimbursing Developer for the cost and expenses (\$126,397.00 per an Engineer's Estimate prepared by Site Worx Survey & Design, LLC and subsequently approved by the City

Engineer) incurred by Developer to construct Eligible Public Improvements within and/or depicted by the Developer's Development to the extent of the total cost and expense of same, or the amount of ad valorem real property taxes realized by the City resulting from the Developer's Development for six (6) years beginning July 1, 2019 through June 30, 2025 (hereinafter referred to as "Period of Eligibility") the lesser to apply.

NOW, THEREFORE, in consideration of the foregoing provisions, and for other valuable consideration, the receipt of which is hereby acknowledged by all parties hereto, the parties do covenant and agree as follows:

1. Construction/Improvements of Eligible Public Improvements. Developer shall construct within Developer's Development the public infrastructure and improvements which are necessary for the provision of public safety and municipal services by the Government defined herein as Eligible Public Improvements. All Eligible Public Improvements shall be located within an existing and/or proposed public right-of-way(s) and/or public easements to be dedicated by the plat of Developer's Development or shown as an improvement to existing publicly owned surface transportation infrastructure. The City Engineer and/or the Government having jurisdictional authority shall have the right to inspect all construction of the Eligible Public Improvements during the construction process to ensure that construction of such Eligible Public Improvements are in compliance with the Developer's Development and in compliance with the applicable minimum standards and requirements, including without limitation building codes, zoning laws, or other applicable federal, state or local laws or ordinances of the Government having jurisdictional authority .

2. Acceptance by the Government. Upon completion of construction of the Eligible Public Improvements, the improvements shall be inspected by the Government having jurisdictional authority to determine and/or identify if the improvements have deficiencies. If it is determined that deficiencies are in need of correction, the Developer shall complete the appropriate corrective actions needed prior to the improvements being accepted by the Government having jurisdictional authority. Upon the Developer completing the correction of all identified deficiencies, the Government having jurisdictional authority shall accept the Eligible Public Improvements, at which time such improvements shall be deemed the sole and exclusive property of the Government having jurisdictional authority. Upon such acceptance, the Government having jurisdictional authority shall thereafter maintain the Eligible Public Improvements, at the Government's costs. Notwithstanding the foregoing, it agreed and understood by and between the parties that the Government shall not be obligated to accept any of the Developer's improvement's that do not meet the minimum standards of the Government.

3. Reimbursement to Developer for Costs and Expenses of Constructing Eligible Public Improvements. In consideration of Developer's construction of Eligible Public Improvements which are to become the property of the Government having jurisdictional authority, the City hereby agrees to reimburse Developer for any cost and expense incurred by the Developer for the construction cost of the subject improvement to the extent of such costs and expenses, or to the extent of the amount of ad valorem real property taxes realized and collected annually by the City from the City's levy and tax on Developer's Development during the Period of Eligibility, the lesser to apply. Reimbursement of these costs and expenses shall be subject to the following terms and conditions:

A. Eligibility for Reimbursement. Only actual costs and expenses incurred by the Developer for the construction of the Eligible Public Improvements which are constructed in accordance with the Developer's Development and are ready to be accepted by the Government shall be eligible for reimbursement. Eligible costs for reimbursements (hereinafter referred to as "Reimbursements") shall be limited to the Developer's actual expenses incurred to purchase materials, labor and charges for the use/rental of equipment to construct the Eligible Public Improvements. Expense associated with the Developer's overhead, profit or any other related expense shall not be considered for reimbursement. In the event that these records are NOT available, the City Engineer may accept an engineer's cost estimate that is representative of the value for eligible reimbursement expenses. The determination of which costs and expenses are eligible and whether construction and completion of the Eligible Public Improvements were made in accordance with the Developer's Development shall be made by the City Engineer in his reasonable discretion.

B. Time of Request. The Developer shall only be entitled to make a request for Reimbursement at that point in time when the Developer has fully completed construction of any Eligible Public Improvements. All requests for Reimbursement shall be filed with the City Engineer's Office on or before April 30 of any calendar year.

C. Request for Reimbursement. Any request for Reimbursement shall be in written form bearing the Developer and Development name as described herein. Each request shall itemize the costs and expenses which were incurred by the Developer that are eligible for Reimbursement. Such itemization shall first describe the Eligible Public Improvement constructed, accompanied with the Developer's supporting construction documentation attached to each request that verifies the costs and expenses incurred by the Developer for the construction of the Eligible Public Improvements for Reimbursement. The Developer shall also provide to the City Engineer any other documentation requested by the City Engineer which the City Engineer deems necessary or advisable in his review of the request. Each request made by the Developer shall be verified under oath.

D. Review and Approval by the City Engineer. Upon submission of the written request, the City Engineer shall evaluate the request and make a determination as to the eligibility of the Reimbursement. As part of the evaluation, the City Engineer shall also make a determination that the Eligible Public Improvements were constructed in accordance with the Developer's Development. In the event the City Engineer makes a determination that the Eligible Public Improvements, or any party thereof, were not constructed in accordance with such minimum Government standards, such determination shall render the Developer's request ineligible for reimbursement. In making such a determination, the City Engineer shall provide a written description of the deficiency or deficiencies. In such event, the Developer shall not have any further right to request reimbursement under this Agreement until such time that the noted deficiency or deficiencies are cured and remedied. In making his evaluation, the City Engineer shall have the right to consult with Developer, and any engineer, contractor, or subcontractor with whom the Developer associated with prior to or during the construction of such Eligible Public Improvement.

E. Upon approval of eligibility of any Reimbursement for the Eligible Public Improvements. The City Engineer shall make a written report evidencing such approval. The City Engineer shall state in the written report the amount of the costs and expenses which were approved for reimbursement. In the event the City Engineer should reject any cost or expense as set forth in the request, the City Engineer shall provide an explanation in the written report for such rejection. Upon completion of the written report, the City Engineer shall cause a copy of such written report to be delivered to the Developer and to Finance Department of the City of Paducah.

F. Reimbursement from Finance Department. Upon receipt of the written approval by the City Engineer, the Finance Department shall make a determination as to the amount of ad valorem real property taxes which were levied by the City for the City's sole benefit against the real property located in Developer's Development and actually collected and received by the City for each year period during the Period of Eligibility. The Finance Department shall make payment to the Developer in an amount equal to such taxes actually collected and received by the City specific to each of the City's Fiscal Years within the Period of Eligibility, subject, however, to the following conditions:

(1) The City shall have no obligation whatsoever to reimburse the Developer in excess of the sum total amount of the ad valorem real property taxes actually collected and received by the City annually during the Period of Eligibility. In the event such sum total amount exceeds the sum total of eligible Reimbursement, the City's obligation of Reimbursement shall terminate upon full payment of such Reimbursement.

(2) Any taxes which may be collected by the City for the benefit of others, such as the school board, etc., shall not be deemed a part of the reimbursement herein.

(3) Only taxes actually received and collected by the City during the Period of Eligibility following the effective date of this Agreement from levies against the Developer's

Development shall be utilized in determining the Reimbursement described herein. Any taxes collected prior to the Period of Eligibility shall not be included in such determination, regardless of the date of assessment or levy, issuance of the tax bills, or in the event of any delinquency in payment.

(5) **Enforcement of Agreement.** Each of the parties to this Agreement shall have the right to enforce the terms of this Agreement. In the event of such enforcement, or in the event of any dispute between the parties regarding the meaning or interpretation of any provision of this Agreement, all parties do hereby agree to submit such action to the McCracken Circuit Court. Each party shall have all rights and remedies as provided by law. In the event such action is filed with the McCracken Circuit Court, each party does hereby waive trial by jury. It is agreed by and between the parties that the prevailing party in such action shall have the right to recover its reasonable attorney's fees from the non-prevailing party as part of its costs of litigation.

(6) **Arbitration.** Should any dispute arise between the parties, the parties will try to resolve the dispute by negotiation. If the dispute has not been resolved by such negotiation, the parties will submit the dispute for administered mediation. In the event a dispute cannot be resolved by mediation, the following provisions shall apply:

(a) As to any unresolved dispute, upon the written request of any party, the dispute shall be submitted to an arbitrator to be selected by the parties. If the parties cannot agree within ten (10) days after the receipt of written notice from the other party requesting it to do so, the appointment shall be left to the American Arbitration Association.

(b) Except as otherwise specifically set forth herein, the arbitrator shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Paducah, Kentucky.

(c) The decision in writing of the arbitrator, when filed with the parties hereto, shall be final and binding on both parties. The arbitrator shall award the costs and expenses incurred by the prevailing party against the non-prevailing party to such extent as determined by the arbitrator as the arbitrator deems just and equitable. Judgment may be entered upon the final decision of the arbitrator in any court having jurisdiction. Any party shall have the right to sue in court to enforce the arbitration award. In accepting arbitration, the parties expressly waive trial by jury.

(7) **Miscellaneous Provisions.** The following miscellaneous provisions shall apply:

A. **Notices.** All notices provided for herein will be in writing and addressed to the parties at the addresses as referenced above.

B. **Other Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights, and remedies, otherwise imposed or available by law.

C. **Governing Law.** This document shall, in all respects, be governed by the laws of the state of Kentucky.

D. **Entire Agreement.** This Agreement expresses the complete agreement of the parties and supersedes all prior written or oral agreements or understandings between the City and the Developer with regard to the matters addressed herein. The making, execution, and delivery of this Agreement by the parties hereto has not been induced by any representations, statements, warranties or agreements other than those expressly set forth herein.

E. **Amendments.** This Agreement may not be modified or amended unless both parties agree and is evidenced in writing signed by both parties hereto.

F. **Time.** All times referred herein shall be strictly construed, as all of such times shall be deemed of the essence.

G. **Counterparts.** This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

H. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective legal representatives, heirs, successors and permitted assigns. The Developer shall not assign his rights and obligations hereunder, in whole or in part, without the prior consent of the City, but in no event, shall any assignment hereunder release or relieve the Developer from any obligations of this Agreement for which the Developer shall remain fully bound to the City.

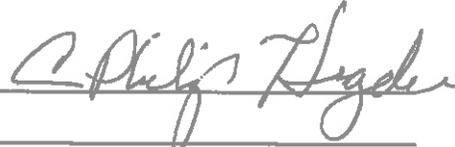
I. **Effective Date of Agreement.** The effective date of this Agreement shall be the date that the mayor of the City of Paducah executes this Agreement and has received the approval of the governing body of the City of Paducah.

J. **Assurances.** The Developer agrees to execute such further documents and instruments as shall be necessary to fully carry out the terms of this Agreement.

CITY OF PADUCAH

HIGDON DEVELOPMENT, INC.

By: _____
Brandi Harless, Mayor, City of Paducah

By: 

Date: _____, 2019

Date: 4-1-19, 2019

STATE OF KENTUCKY)

COUNTY OF McCracken)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Brandi Harless, Mayor, City of Paducah.

My commission expires _____.

Notary Public, State at Large



STATE OF KENTUCKY)

COUNTY OF McCracken)

The foregoing instrument was acknowledged before me this 1 day of April, 2019 by C. Philip Higdon - President (title) on behalf of Higdon Development, Inc.

My commission expires 4/13/21.

Mary Doorn

Notary Public, State at Large

**RIDGEWOOD VILLAS CODOMINIUMS – PHASE 2
RESIDENTIAL INFILL DEVELOPEMNT AGREEMENT**

THIS RESIDENTUAL INFILL AGREEMENT made and executed on this ____ day of _____, 2019, by and between the City of Paducah, Kentucky; a city of the second class, 300 South Fifth Street, P. O. Box 2267, Paducah, Kentucky 42002-2267 (hereinafter referred to as "City"), and Higdon Development, Inc., a Kentucky corporation (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, the Board of Commissioners adopted Ordinance No. 2014-4-8134 authorizing the approval of an Memorandum of Understanding between Higdon Development, Inc., as Developers and the City of Paducah, which Memorandum of Understanding is dated April 15, 2014 (the "MOU"); and

WHEREAS, Developer is the owner of Tract B-1, consisting of 1.477 acres and Tract B-2, consisting of 1.103 acres, having a combined acreage of 2.580 acres of real property, which is located in McCracken County, Kentucky, a document describing real property is set forth in Final Plat which is entitled, "Final Plat of Subdivision, & Establishment of Condominium Development & Dedication, Ridgewood Villas Condominiums - Phase 2," for Higdon Development, Inc., December 3, 2018 by Mr. Herb Simmons, a Kentucky Professional Land Surveyor (P.L.S. No. 3732) is attached hereto; and

WHEREAS, Developer has completed all requirements in accordance with the City of Paducah Subdivision Ordinances and has obtained final subdivision approval for the Developer's development of said tract of property as a subdivision for residential purposes from the Planning Commission on May 16, 2016 and by Board of Commissioners on March 26, 2019, Ordinance No. 2019 - 3 - 8565, which approval is evidenced by the Final Plat recorded in Plat Section CABM, pages 1378, 1379, and 1380, in the McCracken County Clerk's office.

WHEREAS, Developer's Development requires Developer to add improvements to the public infrastructure; and

WHEREAS, Developer's Development is presently located in the incorporated area of Paducah, McCracken County, Kentucky and suitable for urban development without unreasonable delay; and

WHEREAS, It would be beneficial to the Developer and Developer's Development, and the successor owners of property located in Developer's Development, to enjoy municipal services from the City; and

WHEREAS, the City desires to provide municipal services to benefit Developer's Development, and the land owners to be located therein, but requests Developer to construct, at Developer's cost, to construct eligible public infrastructure and improvements which are necessary for the provision of safe public transportation and municipal services; and

WHEREAS, eligible public improvements may include without limitation the improvement to existing transportation facilities owned and operated by the Kentucky Transportation Cabinet (hereinafter referred to as "KYTC"); the construction or improvement to local streets, curbs, gutters, sidewalks and storm sewer conveying systems (hereinafter referred to as "Eligible Public Improvements") as depicted in Developer's Development, which upon completion and acceptance by the appropriate governing body that may include without limitation either or both the City and KYTC (hereinafter referred to as the "Government") shall become the property of the Government. The final approval and acceptance of the Eligible Public Improvements shall be determined by the Government having jurisdictional authority over the Eligible Public Improvements' construction, completion, and acceptance ; and

WHEREAS, for reason that such Eligible Public Improvements will become the property of the Government having jurisdictional authority over said improvements' construction, completion, and acceptance, the City is agreeable to reimbursing Developer for the cost and expenses (\$95,053.00 per an Engineer's Estimate prepared by Site Worx Survey & Design, LLC and subsequently approved by the City

Engineer) incurred by Developer to construct Eligible Public Improvements within and/or depicted by the Developer's Development to the extent of the total cost and expense of same, or the amount of ad valorem real property taxes realized by the City resulting from the Developer's Development for ten (10) years beginning July 1, 2019 through June 30, 2029 (hereinafter referred to as "Period of Eligibility") the lesser to apply.

NOW, THEREFORE, in consideration of the foregoing provisions, and for other valuable consideration, the receipt of which is hereby acknowledged by all parties hereto, the parties do covenant and agree as follows:

1. Construction/Improvements of Eligible Public Improvements. Developer shall construct within Developer's Development the public infrastructure and improvements which are necessary for the provision of public safety and municipal services by the Government defined herein as Eligible Public Improvements. All Eligible Public Improvements shall be located within an existing and/or proposed public right-of-way(s) and/or public easements to be dedicated by the plat of Developer's Development or shown as an improvement to existing publicly owned surface transportation infrastructure. The City Engineer and/or the Government having jurisdictional authority shall have the right to inspect all construction of the Eligible Public Improvements during the construction process to ensure that construction of such Eligible Public Improvements are in compliance with the Developer's Development and in compliance with the applicable minimum standards and requirements, including without limitation building codes, zoning laws, or other applicable federal, state or local laws or ordinances of the Government having jurisdictional authority .

2. Acceptance by the Government. Upon completion of construction of the Eligible Public Improvements, the improvements shall be inspected by the Government having jurisdictional authority to determine and/or identify if the improvements have deficiencies. If it is determined that deficiencies are in need of correction, the Developer shall complete the appropriate corrective actions needed prior to the improvements being accepted by the Government having jurisdictional authority. Upon the Developer completing the correction of all identified deficiencies, the Government having jurisdictional authority shall accept the Eligible Public Improvements, at which time such improvements shall be deemed the sole and exclusive property of the Government having jurisdictional authority. Upon such acceptance, the Government having jurisdictional authority shall thereafter maintain the Eligible Public Improvements, at the Government's costs. Notwithstanding the foregoing, it agreed and understood by and between the parties that the Government shall not be obligated to accept any of the Developer's improvement's that do not meet the minimum standards of the Government.

3. Reimbursement to Developer for Costs and Expenses of Constructing Eligible Public Improvements. In consideration of Developer's construction of Eligible Public Improvements which are to become the property of the Government having jurisdictional authority, the City hereby agrees to reimburse Developer for any cost and expense incurred by the Developer for the construction cost of the subject improvement to the extent of such costs and expenses, or to the extent of the amount of ad valorem real property taxes realized and collected annually by the City from the City's levy and tax on Developer's Development during the Period of Eligibility, the lesser to apply. Reimbursement of these costs and expenses shall be subject to the following terms and conditions:

A. Eligibility for Reimbursement. Only actual costs and expenses incurred by the Developer for the construction of the Eligible Public Improvements which are constructed in accordance with the Developer' Development and are ready to be accepted by the Government shall be eligible for reimbursement. Eligible costs for reimbursements (hereinafter referred to as "Reimbursements") shall be limited to the Developer's actual expenses incurred to purchase materials, labor and charges for the use/rental of equipment to construct the Eligible Public Improvements. Expense associated with the Developer's overhead, profit or any other related expense shall not be considered for reimbursement. In the event that these records are NOT available, the City Engineer may accept an engineer's cost estimate that is representative of the value for eligible reimbursement expenses. The determination of which costs and expenses are eligible and whether construction and

completion of the Eligible Public Improvements were made in accordance with the Developer's Development shall be made by the City Engineer in his reasonable discretion.

B. Time of Request. The Developer shall only be entitled to make a request for Reimbursement at that point in time when the Developer has fully completed construction of any Eligible Public Improvements. All requests for Reimbursement shall be filed with the City Engineer's Office on or before April 30 of any calendar year.

C. Request for Reimbursement. Any request for Reimbursement shall be in written form bearing the Developer and Development name as described herein. Each request shall itemize the costs and expenses which were incurred by the Developer that are eligible for Reimbursement. Such itemization shall first describe the Eligible Public Improvement constructed, accompanied with the Developer's supporting construction documentation attached to each request that verifies the costs and expenses incurred by the Developer for the construction of the Eligible Public Improvements for Reimbursement. The Developer shall also provide to the City Engineer any other documentation requested by the City Engineer which the City Engineer deems necessary or advisable in his review of the request. Each request made by the Developer shall be verified under oath.

D. Review and Approval by the City Engineer. Upon submission of the written request, the City Engineer shall evaluate the request and make a determination as to the eligibility of the Reimbursement. As part of the evaluation, the City Engineer shall also make a determination that the Eligible Public Improvements were constructed in accordance with the Developer's Development. In the event the City Engineer makes a determination that the Eligible Public Improvements, or any party thereof, were not constructed in accordance with such minimum Government standards, such determination shall render the Developer's request ineligible for reimbursement. In making such a determination, the City Engineer shall provide a written description of the deficiency or deficiencies. In such event, the Developer shall not have any further right to request reimbursement under this Agreement until such time that the noted deficiency or deficiencies are cured and remedied. In making his evaluation, the City Engineer shall have the right to consult with Developer, and any engineer, contractor, or subcontractor with whom the Developer associated with prior to or during the construction of such Eligible Public Improvement.

E. Upon approval of eligibility of any Reimbursement for the Eligible Public Improvements. The City Engineer shall make a written report evidencing such approval. The City Engineer shall state in the written report the amount of the costs and expenses which were approved for reimbursement. In the event the City Engineer should reject any cost or expense as set forth in the request, the City Engineer shall provide an explanation in the written report for such rejection. Upon completion of the written report, the City Engineer shall cause a copy of such written report to be delivered to the Developer and to Finance Department of the City of Paducah.

F. Reimbursement from Finance Department. Upon receipt of the written approval by the City Engineer, the Finance Department shall make a determination as to the amount of ad valorem real property taxes which were levied by the City for the City's sole benefit against the real property located in Developer's Development and actually collected and received by the City for each year period during the Period of Eligibility. The Finance Department shall make payment to the Developer in an amount equal to such taxes actually collected and received by the City specific to each of the City's Fiscal Years within the Period of Eligibility, subject, however, to the following conditions:

(1) The City shall have no obligation whatsoever to reimburse the Developer in excess of the sum total amount of the ad valorem real property taxes actually collected and received by the City annually during the Period of Eligibility. In the event such sum total amount exceeds the sum total of eligible Reimbursement, the City's obligation of Reimbursement shall terminate upon full payment of such Reimbursement.

(2) Any taxes which may be collected by the City for the benefit of others, such as the school board, etc., shall not be deemed a part of the reimbursement herein.

(3) Only taxes actually received and collected by the City during the Period of Eligibility following the effective date of this Agreement from levies against the Developer's Development shall be utilized in determining the Reimbursement described herein. Any taxes collected prior to the Period of Eligibility shall not be included in such determination, regardless of the date of assessment or levy, issuance of the tax bills, or in the event of any delinquency in payment.

(5) Enforcement of Agreement. Each of the parties to this Agreement shall have the right to enforce the terms of this Agreement. In the event of such enforcement, or in the event of any dispute between the parties regarding the meaning or interpretation of any provision of this Agreement, all parties do hereby agree to submit such action to the McCracken Circuit Court. Each party shall have all rights and remedies as provided by law. In the event such action is filed with the McCracken Circuit Court, each party does hereby waive trial by jury. It is agreed by and between the parties that the prevailing party in such action shall have the right to recover its reasonable attorney's fees from the non-prevailing party as part of its costs of litigation.

(6) Arbitration. Should any dispute arise between the parties, the parties will try to resolve the dispute by negotiation. If the dispute has not been resolved by such negotiation, the parties will submit the dispute for administered mediation. In the event a dispute cannot be resolved by mediation, the following provisions shall apply:

(a) As to any unresolved dispute, upon the written request of any party, the dispute shall be submitted to an arbitrator to be selected by the parties. If the parties cannot agree within ten (10) days after the receipt of written notice from the other party requesting it to do so, the appointment shall be left to the American Arbitration Association.

(b) Except as otherwise specifically set forth herein, the arbitrator shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Paducah, Kentucky.

(c) The decision in writing of the arbitrator, when filed with the parties hereto, shall be final and binding on both parties. The arbitrator shall award the costs and expenses incurred by the prevailing party against the non-prevailing party to such extent as determined by the arbitrator as the arbitrator deems just and equitable. Judgment may be entered upon the final decision of the arbitrator in any court having jurisdiction. Any party shall have the right to sue in court to enforce the arbitration award. In accepting arbitration, the parties expressly waive trial by jury.

(7) Miscellaneous Provisions. The following miscellaneous provisions shall apply:

A. Notices. All notices provided for herein will be in writing and addressed to the parties at the addresses as referenced above.

B. Other Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights, and remedies, otherwise imposed or available by law.

C. Governing Law. This document shall, in all respects, be governed by the laws of the state of Kentucky.

D. Entire Agreement. This Agreement expresses the complete agreement of the parties and supersedes all prior written or oral agreements or understandings between the City and the Developer with regard to the matters addressed herein. The making, execution, and delivery of this Agreement by the parties hereto has not been

induced by any representations, statements, warranties or agreements other than those expressly set forth herein.

E. Amendments. This Agreement may not be modified or amended unless both parties agree and is evidenced in writing signed by both parties hereto.

F. Time. All times referred herein shall be strictly construed, as all of such times shall be deemed of the essence.

G. Counterparts. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

H. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective legal representatives, heirs, successors and permitted assigns. The Developer shall not assign his rights and obligations hereunder, in whole or in part, without the prior consent of the City, but in no event, shall any assignment hereunder release or relieve the Developer from any obligations of this Agreement for which the Developer shall remain fully bound to the City.

I. Effective Date of Agreement. The effective date of this Agreement shall be the date that the mayor of the City of Paducah executes this Agreement and has received the approval of the governing body of the City of Paducah.

J. Assurances. The Developer agrees to execute such further documents and instruments as shall be necessary to fully carry out the terms of this Agreement.

CITY OF PADUCAH

HIGDON DEVELOPMENT, INC.

By: _____
Brandi Harless, Mayor, City of Paducah

By: C. Philip Hedges
President

Date: _____, 2019

Date: 4-1-19, 2019

STATE OF KENTUCKY)

COUNTY OF McCracken)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by Brandi Harless, Mayor, City of Paducah.

My commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCracken)



The foregoing instrument was acknowledged before me this 1 day of April, 2019 by C. Philip Higdon - President (title) on behalf of Higdon Development, Inc.

My commission expires 11/13/21.

Mary Doom

Notary Public, State at Large

Agenda Action Form Paducah City Commission

Meeting Date: April 23, 2019

Short Title: Amendment No. 1 to Engagement Agreement with Moss & Barnett for Cable Franchise Negotiations for senior shareholder at \$510 per hour and paralegal at \$195 per hour - **P SPENCER**

Category: Ordinance

Staff Work By: James Arndt, Pam Spencer

Presentation By: Pam Spencer

Background Information:

The cable franchise agreement with Comcast expired November 1, 2016. Since that date, the City and Comcast have been operating with most recently month-to-month term extensions while both parties negotiate a new franchise agreement.

In 2016, the City signed an Engagement Agreement with Moss & Barnett, a full-service law firm headquartered in Minneapolis, Minnesota, to assist the City of Paducah in updating the ordinance, drafting an updated franchise agreement with a 10-year term, and negotiating with Comcast. Moss & Barnett's Senior Shareholder Brian Grogan negotiated our previous franchise agreement and has been the City's primary attorney regarding telecommunications law and franchise negotiations.

As outlined in the 2016 Engagement Agreement (Ordinance No. 2016-4-8357), Moss & Barnett is providing legal representation to renew the cable television franchise and handle other cable communications issues. That agreement included a not-to-exceed amount of \$25,000 with the City receiving monthly itemized statements which summarize the services rendered.

When that Engagement Agreement was approved, the expectation was that the negotiation process would be fairly rapid. However, that has not been the case, and the negotiations have exceeded the original not-to-exceed amount with nearly \$65,000 spent to date leading to the need to prepare Amendment No. 1 to the Engagement Agreement with Moss & Barnett.

The changes to the original engagement agreement are as follows:

- Update the hourly rates for Moss & Barnett's Senior Shareholder (\$510 per hour) and Paralegal (\$195 per hour);
- Remove the amount not-to-exceed sentence; and
- Update the primary contact person for this project to be Public Information Officer Pam Spencer.

The City and Comcast are in the final stages of negotiations with an updated 10-year Franchise Agreement and Ordinance (Chapter 22 Cable Communications) to be brought before the Commission for review as soon as possible.

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

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

Funds Available: Account Name: Cable Authority - Legal Services

Account Number: 10002811-523050

Staff Recommendation: Approve Amendment No. 1 to Engagement Agreement with Moss & Barnett

Attachments:

1. Ordinance
2. 2019 Engagement Agreement - Paducah

ORDINANCE NO. 2019-____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE ENGAGEMENT AGREEMENT WITH MOSS & BARNETT FOR PROFESSIONAL LEGAL REPRESENTATION IN THE CABLE COMMUNICATIONS FRANCHISE RENEWAL PROCESS AND TO HANDLE OTHER CABLE COMMUNICATIONS ISSUES WITH AN HOURLY RATE OF \$510 PER HOUR FOR THE SENIOR SHAREHOLDER AND \$195 PER HOUR FOR THE PARALEGAL

WHEREAS, The City of Paducah authorized an Engagement Agreement for legal representation in the cable communications franchise renewal process with Moss & Barnett by Ordinance No. 2016-4-8357 on April 5, 2016; and

WHEREAS, negotiations have exceeded the original expectations and risen above the original not-to-exceed amount of \$25,000; and

WHEREAS, the City now intends to enter into Amendment No. 1 to the Engagement Agreement with Moss & Barnett to update the hourly rates for Moss & Barnett's Senior Shareholder and Paralegal, remove the not-to-exceed amount, and update the primary contact person for this project to be the Public Information Officer.

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

SECTION 1. Authorization. That the Mayor is hereby authorized to execute Amendment No. 1 to the Engagement Agreement with Moss & Barnett, in substantially the same form as attached hereto (**Exhibit A**) for legal representation in the cable communications franchise renewal process and other cable communications issues with an hourly rate of \$510 per hour for the Senior Shareholder and \$195 per hour for the Paralegal.

SECTION 2. Expenditure. This expenditure shall be charged to the Cable Authority – Legal Services Account No. 10002811-523050.

SECTION 3. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance

were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 5. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners April 23, 2019

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\contract-cable renewal amendment 1 2019

Exhibit A

ENGAGEMENT AGREEMENT Amendment No. 1

This Engagement Agreement sets forth the agreement between the City of Paducah, Kentucky ("City") and Moss & Barnett, A Professional Association ("Moss & Barnett"), concerning legal representation to renew the cable television franchise held by Comcast of the South ("Comcast") and to handle other cable communications issues as may be directed by the City. For purposes of this representation, Moss & Barnett understands that its client is the City not any of its individual officers, agents or employees or any other entity.

- A. The scope of the engagement is to assist the City in connection with drafting and negotiating a cable television franchise with Comcast, advising the City regarding the renewal process to be followed and other related cable communications services as directed by the City. Moss & Barnett's 2019 hourly rates for communications work on behalf of municipal clients ranges from \$195/hour for paralegal work to \$510/hour for senior shareholder work. Moss & Barnett generally finds that the average hourly rate for municipal franchise renewal work is approximately \$325/hour. The parties recognize that neither the City nor Moss & Barnett can control the actions of the cable operator during renewal negotiations; and, therefore the cost may be higher or lower than the estimated costs. Our billing rates are subject to change from time to time, generally in January of each year. The contract may be amended with the approval of the Paducah City Commission.

- B. Moss & Barnett will represent the City with Brian Grogan as the primary attorney responsible for all services. While other professionals at Moss & Barnett may perform services on the City's behalf in connection with the services referenced above; it is understood and agreed that Brian Grogan will not be removed or replaced as the primary and responsible attorney for all services without the prior written consent of the City. Moss & Barnett will use its best judgment to determine the most economical use of its attorneys and its staff personnel.

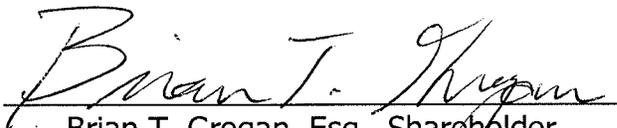
- C. The City will receive an itemized statement of its account from Moss & Barnett on a monthly basis, which summarizes the services rendered, and the costs and expenses incurred on the City's behalf. Moss & Barnett reserves the right to increase the hourly rates of any attorneys and staff. Such increases will, however, not be implemented without the prior approval of the City. Time is billed by the one-tenth of an hour, which is the minimum time charged for any service. Billed time includes all time spent on the City's behalf in connection with the matter referenced above, including conferences, telephone calls, drafting and reviewing of documents and memoranda, preparing and reviewing of correspondence, negotiations, legal research, interoffice conferences, and travel to and from locations away from the office.

- D. The City will reimburse Moss & Barnett for all reasonable and necessary costs and expenses which we incur on the City's behalf. These costs and expenses include charges for subcontractors working on the City's behalf, photocopying, delivery and messenger services, WESTLAW, travel, mileage, food and lodging.
- E. The periodic statement of account which the City will receive from Moss & Barnett will include a brief description of activity on the matter. We do not itemize all specific services rendered on a particular date. The City will contact Moss & Barnett in writing within thirty (30) days of receipt of its statement if the City has a question regarding any charges on its statement. If Moss & Barnett does not hear from the City, it will assume that there are no questions or problems.
- F. All balances on the City's account are due thirty (30) days after the date of the statement. Interest at the legal rate shall accrue on the unpaid balance of the City's account from the due date.
- G. Moss & Barnett is a general service law firm that the City recognizes has represented, now represents, and will continue to represent numerous clients nationally and internationally, over a wide range of industries and businesses and in a wide variety of matters. Given this, without a binding conflict waiver, conflicts of interest might arise that could deprive the City or other clients of the right to select this firm as their counsel. Thus, as an integral part of the engagement, the City agrees that Moss & Barnett may, now or in the future, represent other entities or persons, including in litigation, adverse to the City on matters that are not substantially related to (a) the legal services that we have rendered, are rendering, or in the future will render to the City under the engagement and (b) other legal services that we have rendered, are rendering, or in the future will render to the City (an "Allowed Adverse Representation"). The City also agrees that it will not assert that either (a) this firm's representation of the City in any past, present, or future matter or (b) this firm's actual, or possible, possession of confidential information belonging to the City is a basis to disqualify this firm from representing another entity or person in any Allowed Adverse Representation. The City agrees that any Allowed Adverse Representation does not breach any duty that this firm owes to the City.
- H. Moss & Barnett assures that its services will be accomplished in a timely manner and with the cooperation and assistance of the City. In this regard, the City agrees to designate a contact whom Moss & Barnett will contact and who will regularly review, discuss, and meet with Moss & Barnett regarding the services provided, the time for performance of the services, and to assist in arranging meetings, conferences, and other arrangements with City personnel to facilitate the performance of services by Moss & Barnett and to ensure that all information

and issues required for review by the City are made available to Moss & Barnett. The City designates Pam Spencer, Public Information Officer, as its contact person for this project.

- I. This Agreement may be terminated for any reason by either the City or Moss & Barnett upon giving thirty (30) days written notice to the other. If such notice is given to Moss & Barnett, it shall immediately cease work. All fees and costs incurred to the date of receipt of the notice will be paid to Moss & Barnett. Otherwise, there shall be no further liability to the City.
- J. Although Moss & Barnett is not required to do so, it is Moss & Barnett's policy to retain files for ten (10) full calendar years after a file has been closed. Files will thereafter be destroyed unless the City specifically directs us otherwise. If the City wishes all or a part of the City's file returned to the City, please notify Moss & Barnett as soon as possible. All reasonable steps will be taken to preserve confidential communications and secrets from disclosure to third parties.
- K. This Agreement contains all of the terms of the services and financial arrangement between the City and Moss & Barnett and can only be modified by a written document signed by both parties.

**MOSS & BARNETT,
A Professional Association**

By: 
Brian T. Grogan, Esq., Shareholder
Dated: April 10, 2019

CITY OF PADUCAH, KENTUCKY

By: _____
James Arndt, City Manager

Dated: _____, 2019

By: _____
Brandi Harless, Mayor

Dated: _____, 2019