



**CITY COMMISSION MEETING  
AGENDA FOR MAY 14, 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**

**GRADUATION** 2019 Citizens' Academy

**PROCLAMATION** Neurofibromatosis Awareness Day – Chris, Brittani, Brielle, Cheyanna and Cayden George

**PRESENTATION** Introduction of Police Officers Matthew J. York and Carlos W. Kerley Jr. and 911 Communicator Rebecca McCall Buckingham

**PRESENTATION** Top Chef Experience - Sara Bradley

*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.*

	<b>I.</b>	<b><u>CONSENT AGENDA</u></b>
		A. Approve Minutes for April 23, 2019
		B. Receive & File Documents
		C. Reappointment of Durwin Ursery to the Paducah Area Transit System Board
		D. Reappointment of Carol Young to the Nuisance Code Enforcement Board
		E. Appoint Kristin Williams to the Paducah-McCracken County Convention and Visitors Bureau
		F. Personnel Actions
		G. Firehouse Subs Public Safety Foundation Grant Application in the amount of \$10,340 - <b>S KYLE</b>
		H. 2019 US Bulletproof Vest Partnership Grant Application in the amount of \$6,752 - <b>B LAIRD</b>

		I. FY 2019 Port Security Grant Program application in the amount of \$50,250 - <b>B LAIRD</b>
		J. Linda and Jerry Bruckheimer Preservation Fund for Kentucky grant application in the amount of \$10,000 - <b>M TOWNSEND</b>
		K. Ratifying the Mayor's signature on the Tennessee RiverLine Partnership Agreement - <b>K AXT</b>
	<b>II.</b>	<b><u>MUNICIPAL ORDER(S)</u></b>
		A. Transfer \$150,000 from Commission Contingency for the Kresge Building Demolition - <b>J ARNDT</b>
		B. Authorize Matching Funds in an amount of \$150,000 for Sprocket, Inc. for the RISE Program - <b>J ARNDT</b>
	<b>III.</b>	<b><u>ORDINANCE(S) - ADOPTION</u></b>
		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 - <b>P SPENCER</b>
	<b>IV.</b>	<b><u>DISCUSSION</u></b>
		A. WKCTC Community Scholarship Program Update - <b>Lee Emmons &amp; Anton Reece</b>
		B. GPEDC Update - <b>Glen Anderson</b>
	<b>V.</b>	<b><u>COMMENTS</u></b>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	<b>VI.</b>	<b><u>EXECUTIVE SESSION</u></b>

April 23, 2019

At a Regular Meeting of the Board of Commissioners, held on Tuesday, April 23, 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 City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Wilson and Mayor Harless (4). Commissioner Watkins was absent (1).

**INVOCATION**

Commissioner Abraham gave the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Harless led the pledge.

**CONSENT AGENDA**

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed. Mayor Harless asked that item I(F) be removed for separate consideration. Mayor Harless asked the City Clerk to read the remaining items on the Consent Agenda.

I(A)	Minutes for the April 9, 2019 and April 16, 2019 City Commission Meetings
I(B)	<p>Receive &amp; File Documents</p> <p><u>Minute File:</u></p> <ol style="list-style-type: none"><li>1. Notice of Called Joint Meeting for Board of Commissioners of Paducah, Kentucky and McCracken County Fiscal Court – Commission</li><li>2. Notice of Called Joint Meeting for Board of Commissioners of Paducah, Kentucky and McCracken County Fiscal Court – Media</li><li>3. Certificate of Liability Insurance – Metzger Construction</li><li>4. Certificate of Liability Insurance – Southeast Connections, LLC</li><li>5. Right of Way Bond – Atmos Energy (Bond #800045666)</li><li>6. Right of Way Bond – Brookshire Concrete, Inc. (Bond #71240064)</li><li>7. City of Paducah – Addressing Standards – ORD #2019-4-8568</li></ol> <p><u>Deed File:</u></p> <ol style="list-style-type: none"><li>1. Commissioner’s Deed – 724 North 7<sup>th</sup> Street</li></ol> <p><u>Contract File:</u></p> <ol style="list-style-type: none"><li>1. Service Agreement for Paducah 911 – Jackson Purchase 2 Way Radio, Inc. MO #2224</li><li>2. Owner-Contractor Agreement between the City of Paducah and Youngblood Excavating &amp; Contracting, LLC MO #2226</li></ol> <p><u>Financials File:</u></p> <ol style="list-style-type: none"><li>1. GPEDC, Inc. – Financial Statements for the years ended June 30, 2018 and 2017</li></ol> <p><u>Bids</u></p> <ol style="list-style-type: none"><li>1. Paducah Greenway Trail Phase IV<ol style="list-style-type: none"><li>a) Youngblood Excavating and Contracting – Winning Bid</li><li>b) Wilkins Construction Company, Inc.</li></ol></li></ol>

April 23, 2019

	c) Harper Construction d) Adams Contracting, LLC
I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER ADOPTING AN AMENDMENT TO THE FY2018-2019 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY ( <b>MO #2227 BK 11</b> )
I(E)	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 ( <b>MO #2228 BK 11</b> )
I(F)	<del>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</del> ( <b>Removed from the Consent Agenda and Adopted Separately</b> )
I(G)	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 ( <b>MO #2229 BK 11</b> )

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, Wilson and Mayor Harless (4).

### **MUNICIPAL ORDER(S)**

#### **PROGRAM DEVELOPMENT AGREEMENT WITH WEYLAND VENTURES**

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt a Municipal Order entitled, “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.”

Adopted on call of the roll, yeas, Abraham, McElroy, Wilson, Mayor Harless (4). (**MO #2230 BK 11**)

April 23, 2019

**CHANGE ORDER NO. 2 FOR FLOOD PUMP STATION NO. 2 REHABILITATION**

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, "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."

Adopted on call of the roll, yeas, Abraham, McElroy, Wilson, Mayor Harless (4). (MO #2231 BK 11)

**ORDINANCE(S) – ADOPTION**

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

Commissioner McElroy offered motion, seconded by Commissioner Abraham that the Board of Commissioners adopt 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.

Adopted on call of the roll, yeas, Abraham, McElroy, Wilson, Mayor Harless (4). (ORD #2019-4-8572; BK 35)

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

Commissioner Wilson offered motion, seconded by Commissioner Abraham that the Board of Commissioners adopt 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 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.

Adopted on call of the roll, yeas, Abraham, McElroy, Wilson, Mayor Harless (4). (ORD #2019-4-8573; BK 35)

**ORDINANCE(S) – INTRODUCTION**

Commissioner Abraham offered motion, seconded by Commissioner Wilson that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR

April 23, 2019

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.” This Ordinance is summarized as follows: The City of Paducah approves Amendment No.1 to the Engagement Agreement with Moss & Barnett for legal representation related to the Cable Communications Franchise renewal and authorizes the Mayor to execute all documents related to same. This amendment updates the hourly rates for Moss & Barnett’s Senior Shareholder to \$510 per hour and Paralegal to \$195 per hour, removes the not-to-exceed amount, and updates the primary contact person for this project to be the Public Information Officer.

### **DISCUSSION**

Planning Director Tammara Tracy presented information about the upcoming City Hall Unveiling which is set for 4 p.m. on Thursday, May 2 at City Hall to celebrate the completion of the rehabilitation project. The unveiling will be followed by the presentation of the Dogwood Trail Awards and a Meet the Team Event.

### **COMMENTS**

#### **CITY MANAGER COMMENTS**

- Continuing budget submissions with the department leaders
- Will begin budget meetings with City Commissioners this Thursday
- Through the budget process the team is developing a Capital Improvements Plan

#### **BOARD OF COMMISSIONERS COMMENTS**

##### **Mayor Harless**

- Mayor Harless and Commissioner Wilson just returned from a quick trip to GenCanna’s headquarters
- The Mayor thanked Dr. Reese and his team for the symposium they hosted at WKCTC last Thursday
- The Mayor welcomed the visiting quilters to Paducah
- There will be a Creative Impact Summit on May 11<sup>th</sup> at the Clements Fine Art Center

### **PUBLIC COMMENTS**

- Randy Beeler invited the public to the Tilghman Museum on Thursday night

### **ADJOURN**

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

Meeting ended at approximately 6:05 p.m.

April 23, 2019

ADOPTED: May 14, 2019

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

May 14, 2019

Minute File:

1. Right of Way Bond – QC Communications, Inc.
2. Certificate of Liability Insurance – QC Communications, Inc.
3. Certificate of Liability Insurance – NEA Plumbing, LLC
4. Right-of-Way Bond – Tri-State Fire Protection, Inc.

Contract File:

1. Contract For Services between City of Paducah and Yeiser Art Center – 2019 Lowertown Art & Music Festival (City Manager signed)
2. Vendor Obligation Statement – Kentucky Local Records Program – Data Records Management System and Paducah Police Department – MO #2201
3. Administrative Plan for 2019 Housing Choice Voucher Program (Section 8) – MO #2228
4. Certifications of Compliance with PHA Plans and Related Regulations – HUD – MO #2228
5. Contract For Services between City of Paducah and Paducah-McCracken County Convention & Visitors Bureau - 2019 Spring Quilt Show MO #2229
6. Preliminary Development Agreement between Weyland Ventures and City of Paducah – MO #2230
7. Change Order #2 – Flood Pump Station #2 Rehabilitation – MO #2231
8. Residential Infill Development Agreement – Greenway Village Subdivision Phase 2- ORD 2019-4-8572
9. Residential Infill Development Agreement – Ridgewood Villas Condominiums Phase 1 – ORD 2019-4-8573
10. Residential Infill Development Agreement – Ridgewood Villas Condominiums Phase II – ORD 2019-4-8573

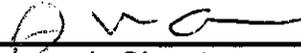
Financials File:

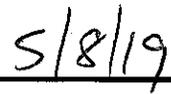
1. Financials for Paducah Water Works – Periods ended March 31, 2019

CITY OF PADUCAH  
May 14, 2019

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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  
May 14, 2019**

**~~NEW HIRE - FULL TIME (FT)~~**

**PARKS SERVICES**

<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Askew, LaMiira A.	Administrative Assistant II	\$14.65/Hr.	NCS Non-Ex	May 9, 2019

**\*\*Correction on position Title**

**~~NEW HIRES - PART-TIME (P/T)/TEMPORARY/SEASONAL~~**

**PARKS SERVICES**

<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Gist, Corey	Laborer	\$10.00/Hr.	NCS Non-Ex	May 9, 2019
Curry, Earnest E.	Laborer	\$10.00/Hr.	NCS Non-Ex	May 9, 2019
White, Tre Shaun	Laborer	\$10.00/Hr.	NCS Non-Ex	May 9, 2019
Arellano, Yasmin	Pool Attendant	\$7.87/Hr.	NCS Non-Ex	May 9, 2019
Cates, Kendall	Recreation Leader	\$8.37/Hr.	NCS Non-Ex	May 23, 2019
Donelson, Anastasia	Lifeguard	\$8.37/Hr.	NCS Non-Ex	May 9, 2019
Farver, Jo	Lifeguard	\$8.37/Hr.	NCS Non-Ex	May 9, 2019
Faugno, Nathaniel	Recreation Leader	\$8.37/Hr.	NCS Non-Ex	May 23, 2019
Fulton, Audrey	Summer Camp Coordinator	\$9.50/Hr.	NCS Non-Ex	May 9, 2019
Grogan, Sophie	Head Lifeguard	\$8.89/Hr.	NCS Non-Ex	May 9, 2019
Gruber, Caroline	Pool Attendant	\$7.87/Hr.	NCS Non-Ex	May 9, 2019
Jez, Morgan	Recreation Leader	\$8.37/Hr.	NCS Non-Ex	May 23, 2019
Jones, Aaliyah	Lifeguard	\$8.37/Hr.	NCS Non-Ex	May 9, 2019
Leggs, Erin	Pool Attendant	\$7.87/Hr.	NCS Non-Ex	May 9, 2019
Leggs, Erykah	Pool Attendant	\$7.87/Hr.	NCS Non-Ex	May 9, 2019
McBride, Camryn	Lifeguard	\$8.37/Hr.	NCS Non-Ex	May 9, 2019
McLeod, Gabrielle	Lifeguard	\$8.37/Hr.	NCS Non-Ex	May 9, 2019
Owens, Elizabeth	Recreation Leader	\$8.37/Hr.	NCS Non-Ex	May 23, 2019
Patterson, Trinity	Pool Attendant	\$7.87/Hr.	NCS Non-Ex	May 9, 2019
Porter, Lauren	Recreation Leader	\$8.37/Hr.	NCS Non-Ex	May 23, 2019
Pyatt, Alexis	Lifeguard	\$8.37/Hr.	NCS Non-Ex	May 9, 2019
Shelley, Amber	Recreation Leader	\$9.00/Hr.	NCS Non-Ex	May 9, 2019
Stewart, Kelly	Summer Camp Coordinator	\$9.50/Hr.	NCS Non-Ex	May 9, 2019
Trice, Santasia	Pool Attendant	\$7.87/Hr.	NCS Non-Ex	May 9, 2019
Vick, Hunter	Lifeguard	\$8.37/Hr.	NCS Non-Ex	May 9, 2019
Winslow, Gavin	Pool Attendant	\$7.87/Hr.	NCS Non-Ex	May 9, 2019
Elrod, Aviona	Pool Attendant	\$7.87/Hr.	NCS Non-Ex	May 16, 2019
Davenport, Sydney	Recreation Leader	\$8.37/Hr.	NCS Non-Ex	May 23, 2019
Hancock, Holly	Recreation Leader	\$8.37/Hr.	NCS Non-Ex	May 23, 2019
Marks, Maya	Recreation Leader	\$8.37/Hr.	NCS Non-Ex	May 23, 2019
Mullenax, Heather	Recreation Leader	\$8.37/Hr.	NCS Non-Ex	May 23, 2019
Terry, Kallie	Recreation Leader	\$8.37/Hr.	NCS Non-Ex	May 23, 2019
Watkins, Hunter	Recreation Leader	\$8.37/Hr.	NCS Non-Ex	May 23, 2019
Williams, Sarah	Recreation Leader	\$8.37/Hr.	NCS Non-Ex	May 23, 2019
Mayolo, Bonnie	Recreation Leader-Class Instructor	\$17.00/Hr	NCS Non-Ex	May 9, 2019
Eggleston, Abigale	Lifeguard	\$8.37/Hr.	NCS Non-Ex	May 16, 2019

**CITY OF PADUCAH  
PERSONNEL ACTIONS  
May 14, 2019**

Schicker, David	Laborer	\$10.00/Hr.	NCS	Non-Ex	May 13, 2019
Holt, Maurice D.	Laborer	\$10.00/Hr.	NCS	Non-Ex	May 13, 2019
Brandon, Tywatha S.	Laborer	\$10.00/Hr.	NCS	Non-Ex	May 13, 2019
Antip, Quinn J.	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	May 16, 2019

**PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS**

	<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>
<b><u>PARKS SERVICES</u></b>					
Marshall, Christopher E.	Laborer \$9.00/Hr.	Laborer \$10.00/Hr.	NCS	Non-Ex	May 16, 2019
Williett, Thomas D.	Laborer \$9.00/Hr.	Laborer \$10.00/Hr.	NCS	Non-Ex	May 16, 2019
Childers, John L.	Park Ranger \$8.67/Hr.	Park Ranger \$10.00/Hr.	NCS	Non-Ex	May 16, 2019
Corzine, William H.	Park Ranger \$8.67/Hr.	Park Ranger \$10.00/Hr.	NCS	Non-Ex	May 16, 2019
Cunningham, Jackie R.	Park Ranger \$8.67/Hr.	Park Ranger \$10.00/Hr.	NCS	Non-Ex	May 16, 2019
Ham, Daniel H.	Park Ranger \$8.67/Hr.	Park Ranger \$10.00/Hr.	NCS	Non-Ex	May 16, 2019
Lamphere, James F.	Park Ranger \$8.67/Hr.	Park Ranger \$10.00/Hr.	NCS	Non-Ex	May 16, 2019
Milan, Terry W.	Park Ranger \$8.67/Hr.	Park Ranger \$10.00/Hr.	NCS	Non-Ex	May 16, 2019
Orr, Demontay J.	Park Ranger \$8.67/Hr.	Park Ranger \$10.00/Hr.	NCS	Non-Ex	May 16, 2019
Schaeffer, Ed E.	Park Ranger \$8.67/Hr.	Park Ranger \$10.00/Hr.	NCS	Non-Ex	May 16, 2019
Searcy, Jennine H.	Park Ranger \$8.67/Hr.	Park Ranger \$10.00/Hr.	NCS	Non-Ex	May 16, 2019
Stapleton, Carrie L.	Park Ranger \$8.67/Hr.	Park Ranger \$10.00/Hr.	NCS	Non-Ex	May 16, 2019
Wallace, Michael L.	Park Ranger \$8.67/Hr.	Park Ranger \$10.00/Hr.	NCS	Non-Ex	May 16, 2019
Hudspeth, Elijah B.	Coach 8.50/Hr.	Head Lifeguard \$8.89/Hr.	NCS	Non-Ex	May 16, 2019
<b><u>FIRE - PREVENTION</u></b>					
Tinsman, April K.	Deputy Fire Marsahl 1 \$20.81/Hr	Fire Marshal 3 \$22.25/Hr.	NCS	Non-Ex	May 6, 2019
<b><u>FIRE - SUPPRESSION</u></b>					
Noland, Nicholas N.	Acting Fire Lieutenant \$16.85/Hr.	Fire Relief driver \$15.60/Hr.	NCS	Non-Ex	April 29, 2019
Noland, Nicholas N.	Fire Relief driver \$15.60/Hr.	Acting Fire Lieutenant \$16.85/Hr.	NCS	Non-Ex	May 2, 2019
Farmer, Bryan	Fire Lieutenant \$17.18/Hr.	Fire Captain \$18.29/Hr.	NCS	Non-Ex	May 2, 2019
Hansen, Wayne C.	Fire Relief driver \$15.60/Hr.	Fire Lieutenant \$16.85/Hr.	NCS	Non-Ex	May 2, 2019

**TERMINATIONS - FULL-TIME (FT)**

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
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**CITY OF PADUCAH  
PERSONNEL ACTIONS  
May 14, 2019**

McVey, Mallory	Recreation Specialist	Resignation	May 31, 2019
Moore, William	Laborer	Resignation	May 17, 2019

**EMERGENCY COMMUNICATION SRVCS**

Stringer, Terry B.	Assistant 911 Communications Mgr.	Retirement	April 30, 2019
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**FIRE - SUPPRESSION**

Leath, Jason J.	Fire Captain	Retirement	April 29, 2019
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**TERMINATIONS - FULL-TIME (FT)**

**PARKS SERVICES**

**POSITION**

**REASON**

**EFFECTIVE DATE**

Gaines, Justan	Laborer	Failed background check	April 24, 2019
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# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: May 14, 2019

Short Title: Firehouse Subs Public Safety Foundation Grant Application in the amount of \$10,340 - **S KYLE**

Category: Municipal Order

Staff Work By: April Tinsman, Melanie Townsend

Presentation By: Steve Kyle

### Background Information:

Firehouse Subs Public Safety Foundation is dedicated to improving the life-saving capabilities and the lives of local heroes and their community by funding: Lifesaving equipment, prevention education, scholarships and continued education, support for members of the military, and disaster preparedness and disaster relief.

The Paducah Fire Department is seeking a grant in the amount of \$10,340 from the Firehouse Subs grant program for purchase of public education and engagement supplies. The supplies include give-aways for kids that can be used in the department's public education and community risk reduction initiatives.

No local match is required.

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

If yes, please list the Action Step Item Codes(s): P-10: Develop and implement a fire community risk reduction program

Funds Available: Account Name:  
Account Number:

Staff Recommendation: Authorize and direct the planning department to submit an online grant application through the Firehouse Sub Public Safety Foundation grant portal.

### Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE PLANNING DEPARTMENT TO APPLY FOR AN ONLINE GRANT THROUGH THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT PORTAL TO REQUEST BETWEEN \$10,340 FOR THE FIRE DEPARTMENT TO PURCHASE PUBLIC EDUCATION AND ENGAGEMENT SUPPLIES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City hereby authorizes the Planning Department to apply for an online grant through the Firehouse Subs Public Safety Foundation grant portal for funding in an amount of \$10,340 for the Paducah Fire Department to purchase public education and engagement supplies to be used in the department's education and community risk reduction initiatives. No local cash or in-kind match is required.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners May 14, 2019  
Recorded by Lindsay Parish, City Clerk, May 14, 2019  
\\mo\grants\app-firehouse subs public safety foundation grant 5-2019

# Agenda Action Form

## Paducah City Commission

Meeting Date: May 14, 2019

Short Title: 2019 US Bulletproof Vest Partnership Grant Application in the amount of \$6,752 - **B LAIRD**

Category: Municipal Order

Staff Work By: Robin Newberry, Joseph Hayes, Melanie Townsend

Presentation By: Brian Laird

### Background Information:

The U.S. Department of Justice (DOJ) Bulletproof Vest Partnership (BVP) Grant Program, an online application, provides a maximum 50-percent reimbursement for the purchase of body armor for police. The City received \$14,060 from this grant program in 2016 and \$6,630 in 2018.

The National Institute of Justice, the research, development and evaluation agency of the United States Department of Justice, sets the only nationally accepted standards for body armor worn by law enforcement officers. NIJ recognizes an industry standard of a five-year life span on body armor. The Department of Justice also recognizes a five-year life span on body armor. In light of these industry standards and endorsements by the preeminent law enforcement agencies, the Paducah Police Department follows a five-year replacement plan on all body armor worn by law enforcement officers.

The Police Department is requesting 16 body armor vests from the BVP program for a total estimated cost of \$13,504. The Police Department is basing the cost of each vest on an estimate of \$844 each. This grant requires a 50-percent match; therefore, the Police Department will request \$6,752 from the BVP program and provide \$6,752 from FY20 operating funds.

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

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

Funds Available: Account Name:

Account Number: 1602 535130

Staff Recommendation: Authorize the mayor to execute all grant application documents and authorize the planning department to submit the grant application via the BVP grant portal.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE CITY OF PADUCAH  
PLANNING DEPARTMENT TO APPLY FOR A 2019 U.S. BULLETPROOF VEST  
PARTNERSHIP GRANT IN AN AMOUNT OF \$6,752 THROUGH THE U.S. DEPARTMENT  
OF JUSTICE FOR USE BY THE POLICE DEPARTMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Paducah Planning Department is hereby authorized to  
apply for a 2019 U.S. Bulletproof Vest Partnership Grant through the U.S. Department of Justice  
in the amount of \$6,752 to be used to purchase body armor vests for the Police Department. The  
City will provide a cash match of \$6,752 from the Police Department's FY20 operating funds.

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, May 14, 2019  
Recorded by Lindsay Parish, City Clerk, May 14, 2019  
\\mo\grants\police-bulletproof vest 2019

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: May 14, 2019

Short Title: FFY 2019 Port Security Grant Program application in the amount of \$50,250 - **B LAIRD**

Category: Municipal Order

Staff Work By: Joseph Hayes, Melanie Townsend

Presentation By: Brian Laird

**Background Information:** The 2019 U.S. Homeland Security/FEMA- Port Security Grant Program (PSGP) directly supports maritime transportation infrastructure security activities. PSGP is one tool in the comprehensive set of measures authorized by Congress and implemented by the U.S. Department of Homeland Security to strengthen the Nation's critical infrastructure against risk associated with potential terrorist attacks. The City of Paducah was awarded funding through this program in 2015 for a mobile surveillance camera system, and in 2016 for security cameras to monitor the floodwall.

The Paducah Police Department is proposing to apply for equipment needs vital to surveillance and security at the riverfront. The PPD seeks funding for a commercial drone with related software, equipment and training for monitoring and surveillance at the riverfront and riverport areas.

The total project cost is estimated at \$67,000 with grant funding of \$50,250 and local match (25%) of \$16,750 which will be paid out of the Project Account PO 0058.

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: Equitable Sharing

Account Number: PO0058

**Staff Recommendation:** Authorize and direct the Mayor to sign all required grant application documents and authorize submittal of the grant application through grants.gov and the ND grants web portal.

**Attachments:**

1. Municipal Order

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE U. S. DEPARTMENT OF HOMELAND SECURITY FOR A 2019 PORT SECURITY GRANT IN THE AMOUNT OF \$50,250 FOR THE PADUCAH POLICE DEPARTMENT FOR THE PURCHASE OF A COMMERCIAL DRONE WITH RELATED SOFTWARE, EQUIPMENT AND TRAINING AND AUTHORIZING THE PLANNING DEPARTMENT TO SUBMIT SAID GRANT THROUGH THE ONLINE WEB PORTAL

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a grant application and all documents necessary through the U. S. Department of Homeland Security for a 2019 Port Security Grant in the amount of \$50,250 for the Paducah Police Department to purchase a commercial drone with related software, equipment and training for monitoring and surveillance at the riverfront and riverport areas. .

SECTION 2. The Planning Department of the City of Paducah is hereby authorized and directed to submit the grant application authorized in Section 1 through Grants.gov and the Non-Disaster Grants Web Portal.

SECTION 3. A local match of 25% is required. The local match of \$16,750 will be met through Project No. PO0058.

SECTION 4. This order shall be in full force and effect from and after the date of its adoption.

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 14, 2019  
Recorded by Lindsay Parish, City Clerk, May 14, 2019  
\\mo\grants\app-homeland port security drone 5-2019

# Agenda Action Form Paducah City Commission

Meeting Date: May 14, 2019

Short Title: Linda and Jerry Bruckheimer Preservation Fund for Kentucky grant application in the amount of \$10,000 - **M TOWNSEND**

Category: Municipal Order

Staff Work By: Melanie Townsend

Presentation By: Melanie Townsend

## Background Information:

The Linda and Jerry Bruckheimer Preservation Fund for Kentucky supports the preservation of historic buildings, communities and landscapes in the state of Kentucky. Main Street members of the National Trust are eligible to apply for funding from the Linda and Jerry Bruckheimer Preservation Fund for Kentucky. The City of Paducah in partnership with the Paducah Art House Alliance (PAHA) is applying for funding for the roof restoration on the Columbia Theatre located at 504 Broadway in Downtown Paducah.

The City is requesting \$10,000 in funding that will be matched 50/50 by the PAHA and combined with a \$32,500 roof stabilization grant from the City of Paducah. No match money will be provided by the City of Paducah.

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

If yes, please list the Action Step Item Codes(s): A-4: Assist local arts and culture organizations with grant funding

Funds Available: Account Name:  
Account Number:

Staff Recommendation: Authorize and direct the Mayor to sign all required grant application documents and authorize the submittal of the grant application through National Trust grant application portal.

## Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER APPROVING AN APPLICATION AND ALL DOCUMENTS NECESSARY FOR THE CITY OF PADUCAH PLANNING DEPARTMENT IN PARTNERSHIP WITH THE PADUCAH ART HOUSE ALLIANCE (PAHA) TO APPLY FOR A LINDA AND JERRY BRUCKHEIMER PRESERVATION FUND FOR KENTUCKY GRANT IN AN AMOUNT OF \$10,000, FOR THE COLUMBIA THEATER ROOF RESTORATION

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby approves an application and all documents necessary for the Planning Department, in partnership with the Paducah Art House Alliance (PAHA) to apply for a Linda and Jerry Bruckheimer Preservation Fund for Kentucky grant in an amount of \$10,000, for the Columbia Theater roof restoration. The request is in the amount of \$10,000. The 50/50 match will be provided by the Paducah Art House Alliance and combined with a \$32,500 roof stabilization grant from the City of Paducah. No local match will be provided by the City of Paducah.

SECTION 2. The Mayor is hereby authorized to execute the application and all documents necessary for a Linda and Jerry Bruckheimer Preservation Fund for Kentucky grant, approved in Section 1 above.

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, May 14, 2019

Recorded by Lindsay Parish, City Clerk, May 14, 2019

\\mo\grants\ app-Linda and Jerry Bruckheimer Grant – PAHA Columbia Theatre Roof 5-2019

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: May 14, 2019

Short Title: Ratifying the Mayor's signature on the Tennessee RiverLine Partnership Agreement - **K AXT**

Category: Municipal Order

Staff Work By: Melanie Townsend, Katie Axt

Presentation By: Katie Axt

**Background Information:** The City of Paducah and McCracken County Fiscal Court applied to be a Pilot Community in the Tennessee RiverLine Pilot Community Program as authorized by a joint resolution passed on March 26, 2019. Paducah/McCracken County has been awarded the designation of Pilot Community.

The Tennessee RiverLine Partnership includes the University of Tennessee School of Landscape Design and the National Park Service, Trails and Conservation Assistance Program. The City of Paducah and McCracken County Fiscal Court wish to enter into a partnership agreement with the Tennessee RiverLine Partnership in order to fulfill the tasks associated with the Pilot Community Program.

No local match is required.

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

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

Funds Available: Account Name:  
Account Number:

**Staff Recommendation:** Ratify the Mayor's signature on the Tennessee RiverLine Partnership Agreement.

**Attachments:**

1. Municipal Order
2. Partnership Agreement - Paducah-McCracken County

MUNICIPAL ORDER \_\_\_\_\_

A MUNICIPAL ORDER RATIFYING THE MAYOR'S EXECUTION OF A TENNESSEE RIVERLINE PARTNERSHIP AGREEMENT WITH THE MCCRACKEN COUNTY FISCAL COURT AND THE TENNESSEE RIVERLINE IN ORDER TO FULFILL THE TASKS ASSOCIATED WITH THE PILOT COMMUNITY PROGRAM

WHEREAS, the City of Paducah and McCracken County Fiscal Court applied to become a Pilot Community in the Tennessee Riverline Pilot Community Program as authorized by a Joint Resolution passed on March 26, 2019; and

WHEREAS, Paducah and McCracken County have been awarded the designation of Pilot Community; and

WHEREAS, it is now necessary to ratify the Mayor's execution of a Partnership Agreement with the McCracken County Fiscal Court and the Tennessee Riverline Partnership to outline and fulfill the tasks associated with the Pilot Community Program.

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

SECTION 1. That the Board of Commissioners hereby ratifies the Mayor's execution of a Tennessee Riverline Partnership Agreement with the McCracken County Fiscal Court and the Tennessee Riverline in order to fulfill the tasks associated with the Pilot Community Program.

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, May 14, 2019  
Recorded by Lindsay Parish, City Clerk, May 14, 2019  
\\mo\Tennessee Riverline Partnership Agreement 5-2019



# Tennessee RiverLine Partnership

## 2019 Pilot Community Program Partnership Agreement

between the Tennessee RiverLine Partnership and the City of Paducah-McCracken County, KY

### Part I - Agreement

#### Parties to the Agreement

- Tennessee RiverLine Partnership and its supporting organizations listed below, henceforth also referred in this agreement as “the Partnership”
  - University of Tennessee School of Landscape Architecture
  - National Park Service Rivers, Trails and Conservation Assistance Program
- City of Paducah - McCracken County, KY, henceforth also referred to in this agreement as “the Pilot Community”

#### Purpose of Agreement

- To formally acknowledge the partnership between the Tennessee RiverLine and the Pilot Community
- To foster and support a respectful and trusting working relationship between all parties
- To provide a framework of understanding on which all other documents, agreements and partnerships between the parties can be formulated.

#### Definition of Partnership

For the purpose of this document, the term ‘partnership’ is deemed to be the process by which participating parties combine their capacities and resources to achieve a commonly agreed set of objectives that would be difficult to achieve by either organization acting on their own behalf.

#### Scope of the Agreement

- The Partnership Agreement does not preclude the rights of either party to engage in other partnerships and alliances
- The Partnership Agreement is deemed a public document
- The Partnership Agreement is not legally binding on any or all parties

#### Term of Agreement

The term of the agreement will commence on the date of its execution and will expire upon the delivery of the final version of the Pilot Program Summary Report, unless terminated or extended based on mutual agreement of the Pilot Community and the Partnership.

### Part II - Tennessee RiverLine and Pilot Community Program

#### The Tennessee RiverLine Vision

The Tennessee RiverLine is a vision for a continuous system of multi-modal trail experiences stretching along the Tennessee River from Knoxville, TN, to Paducah, KY, that **celebrates** beauty, diversity and history of the Tennessee River Valley; **connects** the people and communities of the valley to each other, to our river heritage, and to the Tennessee River landscape; and **catalyzes** new investments, economic opportunities, social health, and ecological stewardship.

The Tennessee RiverLine provides users with continuous access to the 652-mile river and its 470,000-acre system of nine reservoirs. As a vision for a continuous water trail along the entire reach of the Tennessee River, the Tennessee RiverLine offers opportunities for canoeing, kayaking, fishing, camping and other types of water-based recreation.

The river’s banks are also home to numerous National Parks, recreation areas and wildlife refuges, state and local parks, as well as diverse cities and rural communities, each offering their own unique stories and experiences to RiverLine users. Each provide additional opportunities to paddle, hike, bike, climb, enjoy nature and experience the beauty of the Tennessee River.

When considered as a whole the river, these public landscapes and river communities constitute an dynamic 1.2 million acre “park.” This landscape of opportunities and experiences connected by the river is also the vision for the Tennessee RiverLine.

The Tennessee RiverLine connects this landscape, its dynamic communities, countless points of local and regional interest and numerous existing opportunities to paddle, hike, and bike, but it is much more than a recreational trail. The RiverLine is a strategic investment in economic, social and environmental infrastructure that has the potential to transform communities and the river itself.

The Tennessee RiverLine Partnership is a diverse, group of river advocates committed to building a shared vision for the Tennessee RiverLine and stewarding it towards implementation on a volunteer basis. The Partnership recognizes the current vision as an idea in its early developmental stages that will be shared with and shaped by individuals, communities and organizations across the river valley. To these ends, the Tennessee RiverLine Partnership has launched the Tennessee RiverLine Pilot Community Program.

### **The Tennessee RiverLine Pilot Community Program**

The Tennessee RiverLine Pilot Community Program is an initiative of the Partnership that engages the leadership and residents of Tennessee River Communities, allied organizations and federal, state and local land management agencies as collaborators in an inclusive vision development and planning process.

The Pilot Community was selected as one of five participants in the Pilot Community Program through a competitive and voluntary application process. The selection was based on the completeness and merits of the application materials, as well as the articulated capacity of the Pilot Community to successfully plan and execute Pilot Program activities. The pool of five Pilot Communities was selected as a representative sample of the diverse sizes, types, geopolitical locations, and capacity levels of all Tennessee River communities.

The Pilot Community Program seeks to enhance the vision for the Tennessee RiverLine as well as the future mission and messaging of the Tennessee RiverLine Partnership by

1. Sharing the current vision for the Tennessee RiverLine and gathering feedback and new ideas from Pilot Communities
2. Understanding Pilot Community initiatives, needs and opportunities related to river access, recreation and stewardship and their potential alignment with the Tennessee RiverLine vision
3. Initiating a discussion around a local vision for the Tennessee RiverLine, identifying pilot projects and other next steps towards realizing that vision, and identifying challenges posed thereto

To achieve these intentions, the Pilot Community Program is comprised of three primary elements.

1. **Community Leader Workshop:** A convening of community leaders (elected officials, business leaders, allied special interest groups) facilitated by the Partnership to gain feedback on the Tennessee RiverLine vision; to understand local needs and priorities, along with the ideas and opportunities related to recreation and river access; and to understand anticipated challenges to realizing a local vision of the Tennessee RiverLine.
2. **Community Engagement Event:** A convening of community members (audience to be determined by each Pilot Community) facilitated by the Partnership to gain feedback on the Tennessee RiverLine vision and to understand of the needs and opportunities along with ideas and priorities of the community members related to recreation and river access using a series of designed engagement activities.
3. **“River Gauge” Online Feedback and Survey Tool:** An online tool will be developed by the Partnership to enable leaders and members of Pilot Communities who are unable to attend the workshop or community engagement meeting to share their ideas and feedback.

In the context of the intentions of the Pilot Community Program mentioned above and with consideration to the desired Program outcomes of the Pilot Community, the Community Leader Workshop and the Community Engagement Event will be planned collaboratively by the Pilot Community and the Partnership.

The Community Leader Workshop and the Community Engagement event will occur on two different but consecutive business days based on shared availability of the Pilot Community and the Partnership. The dates, time, and duration of these activities is subject to discussion and agreement by the Pilot Community and the Partnership.

River Gauge shall be actively promoted by the Pilot Community to solicit a high level of participation and responses in each Pilot Community while the survey is open in July and August, 2019. River Gauge will also be available to and actively promoted by Tennessee River communities not included in the Pilot Community Program.

### **Program Deliverables**

In fall 2019, Pilot Communities will receive a summary report of the feedback collected through the Community Leader Workshop, Community Engagement Event, and River Gauge. This report will include

1. Recommendations for Tennessee RiverLine pilot projects based on analysis of qualitative and spatial feedback gathered in each Pilot Community
2. Recommendations for funding sources for pilot project planning, design and implementation

The summary report is not intended to be a comprehensive spatial master plan or community analysis.

After the summary report has been issued, the Partnership will remain available as a resource to Pilot Communities as they seek to act upon recommendations that have been offered, including support in developing materials for grant applications.

### **Key Responsibilities & Understandings**

The following list outlines the core responsibilities of each party to this agreement. Although activities will largely be a collaborative undertaking, the items below mark the lead of each task.

#### **All Parties**

- Develop and execute a communications plan to promote the community's participation in the Pilot Program
- To achieve those desired outcomes, work collaboratively to
- Identify desired outcomes of the Pilot Community Program
- Plan the itinerary for the Pilot Community Program in the Pilot Community,
- Plan the agendas and activities of the Community Leadership Workshop and Community Engagement Event
- Establish dates for the Community Leadership Workshop and the Community Engagement Events
- Develop a work plan and timeline for all events over the duration of the Pilot Community Program
- Take into account the DRAFT guiding principles of the Tennessee RiverLine (Appendix A) when planning Pilot Community Program activities

#### **Tennessee RiverLine Partnership**

- Establish attendance and location guidance for workshop and engagement event
- Assume primary responsibility to design the materials and/or exhibits needed to facilitate workshop and engagement event activities
- Pay for all costs to print or fabricate the materials and/or exhibits needed to facilitate workshop and engagement event activities
- Assume primary responsibility for the printing or fabrication the materials and/or exhibits needed to facilitate workshop and engagement event activities
- Pay for all travel costs associated with Tennessee RiverLine's Partnership's participation at the workshop and event
- Facilitate main components of the workshop and community engagement event
- Develop and manage an online feedback tool to collect broad community perspectives and visions
- Provide a point of contact for the Tennessee RiverLine to ensure effective communication and responsiveness
- Provide summary report at the conclusion of the Pilot Program including recommendations for community-based projects and recommendations for funding sources to design and implement the plan
- Work collaboratively with the Pilot Community to ensure the pilot program's success

#### **Pilot Community**

- Recruit key community leaders to participate in Community Leader Workshop
- Recruit targeted audiences to participate in Community Engagement Event

- Secure suitable space(s) and necessary equipment (including but not limited to tables, chairs and AV) required for the workshop and engagement event
- Pay costs or secure sponsorship for refreshments and the rental of event space and necessary equipment if these are not able to be secured 'in kind.'
- Provide request information/data to the Partnership in a timely fashion to facilitate preliminary and follow-up research
- Identify local point person, a planning committee and local collaborators for Pilot Program execution
- Provide point of contact for the Pilot Community to ensure effective communication and responsiveness
- Promote the online feedback tool to community members using social media and other methods determined appropriate to reach diverse and representative audiences
- Work collaboratively with Tennessee RiverLine to ensure Pilot Program success
- Keep the Tennessee RiverLine up-to-date on any changes related to Pilot Community participation

### Recognition and Respect

The success of the Pilot Community Program is predicated on shared recognition and respect between the Partnership and the Pilot Community

#### The Tennessee RiverLine recognizes and respects

- The diversity, autonomy, and self-determination of Pilot Communities
- The decision-making processes and formal practices of the Pilot Community and other organizations and agencies with jurisdiction therein
- The value of diverse community participation
- The complexity and long-term planning horizon of positive community development

#### The Pilot Community recognizes and respects

- The Tennessee RiverLine Partnership is a diverse, skilled group of volunteers in the preliminary stages of creating a highly effective organization
- The Partnership's desire to help position Tennessee River communities thrive in aspects in addition to built trail infrastructure, including community development, natural resource stewardship and public health.
- The focused scope of the Tennessee RiverLine vision as mentioned previously in this agreement
- The Tennessee RiverLine is an ambitious, complex and long-term vision, the realization of which will require sustained support and participation of all Tennessee River communities

### Pilot Community Program Timeline

The following timeline is subject to change based on the mutual agreement of the Partnership and the Pilot Community. All dates are in the year 2019.

April 22	Selected Pilot Communities are notified
May 8	Agreement between Pilot Community and the Partnership is finalized
May 13	Pilot Communities are publicly announced
May - July	Preliminary meetings are held to prepare for summer events. Workshop materials are designed, developed, produced and tested
July 8 -August 16	Pilot Community Program activities in Pilot Community
September - October	Follow up research and report drafting
October	Summary Reports issued to Pilot Community
Beyond October	Follow-up with pilot communities

**Part III**

**Signatories to the Partnership Agreement**

By signing my name below, I certify that I have read, understand and agree to the 2019 Pilot Community Program Partnership Agreement in its entirety.

Signed on behalf of City of Paducah, KY

Signature: \_\_\_\_\_

Print full name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed on behalf of McCracken County, KY

Signature: \_\_\_\_\_

Print full name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by Brad Collett, Director, Tennessee RiverLine Partnership for and on behalf of Tennessee RiverLine Partnership:

Signature: Brad Collett

Print full name: Brad Collett

Date: May 6, 2019

## **DRAFT Guiding Principles for the Tennessee RiverLine**

The Tennessee RiverLine is a vision for a continuous system of multimodal trails along the Tennessee River from Knoxville, TN, to Paducah, KY. The realization of such an ambitious and far-reaching vision will require the sustained support and participation from all Tennessee River communities over a long period of time.

Over such a period of time and within the unique contexts of each Tennessee River community, the opportunities, priorities, preferences and needs of individual communities, the leadership and politics and govern them, and the economics and other conditions that influence a community's individual and the region's collective ability to realize the Tennessee RiverLine vision are subject to variety and change.

Recognizing the value of such diversity and the inevitability of these dynamics while also aspiring to ensure endurance of the vision's core tenants and establishing unifying characteristics across all Tennessee River communities, the following principles are proposed [eventually 'henceforth adopted'] as a unifying yet flexible framework of ideas and values that will guide the future development of the Tennessee RiverLine.

### **Resource Conservation and Stewardship**

- Promotes an appreciation of the beauty and vulnerability of the river as a natural and cultural resource, cultivating among its users a sense of pride and stewardship in all the river brings to the region and motivating action to this end.
- Enables users to engage and enjoy the Tennessee River in a respectful and sustainable manner so as to ensure the opportunity for future generations to do the same.
- Develops in a manner that protects the cultural and natural resources of the Tennessee River landscape and its communities.

### **River Access, Visibility and Awareness**

- Provides an unprecedented level of public access to the Tennessee River - visually and physically - by enhancing, connecting and raising awareness of existing access infrastructure and programming while investing in new access opportunities.
- Disseminates information about the Tennessee River, its past, present and future, in a legible and accessible format.

### **Wildlife and Ecology**

- Celebrates natural and constructed ecologies which provide unique recreational and interpretive opportunities along the entirety of the Tennessee River.
- Protects, restores and regenerates the biodiversity of the river's ecosystems.

### **Identity and Culture**

- Commemorates and cultivates a regional identity unique to the people and communities who share a 652-mile waterway
- Honors the local histories, places and people that make Tennessee River communities unique

### **Safety**

- Promotes safe and responsible use of the Tennessee River through educational programming and informational resources regarding etiquette, regulations and best practices.
- Employs design and management practices that enables safe utilization of the Tennessee RiverLine.

### **Recreation and Health**

- Positions the Tennessee RiverLine as a regional recreation destination of multi-use modes of activity, access and connection to recreational amenities on and around the Tennessee River
- Provides healthy lifestyle opportunities for users and Tennessee RiverLine community residents

### **Education and Interpretation**

- Educates users and broader regional constituencies about the River's unique environments, infrastructures, histories and legacies through informed interventions, instruments of interpretation and accessible resources

### **Social and Community Connections**

- Strengthens existing and forges new connections amongst and between RiverLine users, residents, and communities

### **Economic Development**

- Promotes the Tennessee River as a regional and national hub for recreation, ecotourism, and catalyst of local economic development.

### **Regionalism**

- Exercises the region's legacy of collaboration and cooperation to realize the Tennessee RiverLine's vision, shared values and goals.

### **Equity and Diversity**

- Provides equitable access and experiences to the diversity of communities and constituencies of the Tennessee River

### **Engagement and Inclusivity**

- Empowers the users, communities, organizations, and individuals that call the banks of the Tennessee River home with an opportunity to exercise individual involvement, pride, and ownership in the RiverLine initiative so as to unify and strengthen not only the RiverLine but the river itself.

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: May 14, 2019

Short Title: Transfer \$150,000 from Commission Contingency for the Kresge Building Demolition - **J ARNDT**

Category: Municipal Order

Staff Work By: James Arndt, Jonathan Perkins, Audra Herndon, Lindsay Parish  
Presentation By: James Arndt

**Background Information:** This Municipal Order is for the transfer of \$150,000 from the Commission Contingency Account to the Kresge Building Demolition Project Account MR0073 for emergency demolition and related services for the Kresge Building.

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: Commission Contingency

Account Number: 1000 0106 524520

**Staff Recommendation:** Approve the Municipal Order authorizing and directing the Finance Director to transfer \$150,000 from the Commission Contingency Account to the Kresge Building Demolition Project.

**Attachments:**

1. Municipal Order

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO TRANSFER FUNDS FROM THE COMMISSION RESERVE FUND TO THE KRESGE DEMOLITION PROJECT ACCOUNT IN AN AMOUNT OF \$150,000 FOR EMERGENCY DEMOLITION OF THE KRESGE BUILDING

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Finance Director is hereby authorized and directed to transfer \$150,000, from the Commission Reserve fund to the Kresge Demolition Project Account #MR0073 for funding for the emergency demolition of the Kresge Building.

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 May 14, 2019  
Recorded by Lindsay Parish, City Clerk, May 14, 2019  
\\mo\budget transfer emergency kresge demolition 5-2019

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: May 14, 2019

**Short Title:** Authorize Matching Funds in an amount of \$150,000 for Sprocket, Inc. for the RISE Program - **J ARNDT**

**Category:** Municipal Order

**Staff Work By:** James Arndt

**Presentation By:** James Arndt

**Background Information:** This Municipal Order is to make a monetary contribution to Sprocket, Inc. to be solely applied as a qualified local match for the Kentucky Cabinet for Economic Development's Innovation Office RISE CapX Grant. The match will be in the amount of \$150,000 and will be payable in one lump sum installment, upon receipt of documented evidence that the RISE CapX Grant was successfully issued to Sprocket. Sprocket will use the grant money to construct and furnish 8,000 square feet of co-working and business start-up incubator maker space within their facility located at 3121 Broadway in Paducah, Kentucky.

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

**If yes, please list the Action Step Item Codes(s):** E-8

**Funds Available:** Account Name: Economic Development Reserve in the Investment Fund

Account Number:

**Staff Recommendation:** To authorize the City Manager to make the monetary contribution to Sprocket in the amount of \$150,000 as matching funds for the Kentucky Cabinet for the RISE Program.

**Attachments:**

1. Municipal Order

MUNICIPAL ORDER \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE CITY MANAGER TO MAKE A MONETARY CONTRIBUTION FOR ECONOMIC DEVELOPMENT TO SPROCKET, INC, IN THE AMOUNT OF \$150,000, TO BE USED AS LOCAL MATCHING FUNDS FOR THE KENTUCKY CABINET FOR ECONOMIC DEVELOPMENT'S INNOVATION OFFICE REGIONAL INNOVATION FOR STARTUPS AND ENTREPRENEURS (RISE) PROGRAM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City Manager is hereby authorized to make a cash contribution to Sprocket, INC to be solely applied as a qualified local match for the Kentucky Cabinet for Economic Development's Innovation Office RISE CapX Grant in the amount of \$150,000 payable in one lump sum installment, upon receipt of documented evidence that the RISE CapX Grant was successfully issued to Sprocket, Inc. for the creation of 8,000 square feet of co-working and business start-up incubator maker space within their facility located at 3121 Broadway in Paducah, Kentucky.

SECTION 2. The RISE CapX Grant will be used for both construction of and the furnishing of the maker space located in the undeveloped warehouse space of the former Coca-Cola plant.

SECTION 3. This expenditure shall be charged to the Economic Development Reserve in the Investment Fund.

SECTION 4. This Municipal Order shall be effective from and after the date of its adoption.

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 14, 2019  
Recorded by Lindsay Parish, City Clerk, May 14, 2019  
\\mo\Sprocket – Local Matching Funds for RISE CapX Grant

# Agenda Action Form Paducah City Commission

Meeting Date: May 14, 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, \_\_\_\_\_

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## **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.

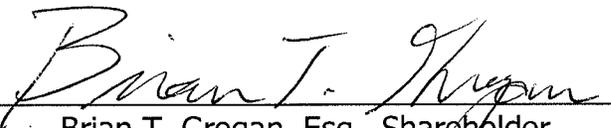
- A. The scope of the engagement is to assist the City in connection with drafting and negotiating a cable television franchise with Comcast, advising the City regarding the renewal process to be followed and other related cable communications services as directed by the City. Moss & Barnett's 2019 hourly 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