

CITY COMMISSION MEETING
 AGENDA FOR MARCH 25, 2014
 5:30 P.M.

ROLL CALL

INVOCATION- Tommy Tucker – Pastor for Caring and Senior Adult Ministries – First Baptist of Paducah

PLEDGE OF ALLEGIANCE-Caroline Meiners, Paducah Tilghman High School Sophomore

ADDITIONS/DELETIONS

REPORT: 911 Operational Study – Almont & Associates

	I.	<u>MINUTES</u>
	II.	<u>APPOINTMENTS</u>
		A. Paducah Golf Commission
	III.	<u>MOTIONS</u>
		A. R & F Documents
	IV.	<u>MUNICIPAL ORDERS</u>
		A. Personnel Actions
		B. Household Hazardous Waste Grant – S. ERVIN
		C. Mutual of America-Community Partnership Award Application – S. ERVIN
		D. Adopt PHA Annual Plan for Section 8 Housing Utility Allowance – S. ERVIN/D. FUGATE
		E. Adopt Revised Section 8 Housing Utility Allowance – S. ERVIN/D. FUGATE
		F. Adopt the Section 8 Administrative Plan – S. ERVIN/D. FUGATE

	V. <u>ORDINANCES - ADOPTION</u>
	A. Authorize Contract for Compost Grinding - R. MURPHY
	B. Purchase In-Car Cameras & Server for Police Dept. - POLICE CHIEF BARNHILL
	C. Approval of Deed and Assignment of Lease from IDA to City and County for the MACCO Organiques Building - CITY MGR PEDERSON
	D. Interlocal Agreement between City, County & GPEDC for Appointing GPEDC As Project Manager for Renovations to the MACCO Organiques Building - CITY MGR PEDERSON
	VI. <u>ORDINANCE - INTRODUCTION</u>
	A. Declaration and Transfer of Surplus Property located at 510 Broadway - S. ERVIN
	B. Noble Park Pool Engineering Change Order #2 with ICA - M. THOMPSON
	C. Purchase Rear Packer Truck for Solid Waste - R. MURPHY
	D. Approve Addendum No. 2 to Employment Agreement for City Manager - CITY MGR
	VII. <u>CITY MANAGER REPORT</u>
	VIII. <u>MAYOR & COMMISSIONER COMMENTS</u>
	IX. <u>PUBLIC COMMENTS</u>
	X. <u>EXECUTIVE SESSION</u>

MARCH 11, 2014

At a Regular Meeting of the Board of Commissioners, held on Tuesday, March 11, 2014, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street. Mayor Kaler presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5).

REPORT

WALLACE PARK PROJECT

(As reported in the City Commission Highlights prepared by Public Information Officer Pam Spencer.)

"Paducah-McCracken County Joint Sewer Agency (JSA) Executive Director John Hodges updated the Mayor and Commissioners on a project that will be getting a lot of attention. JSA anticipates work to start in April to separate the combined sewer system in the Wallace Park subdivision near the intersection of Alben Barkley Drive and Jackson Street. The work will begin at the intersection of Lone Oak Road and Forest Circle. This \$3.8 million project has been designed and placed out to bid with API out of Calvert City receiving the contract. JSA has reached out to the neighborhood through letters and informational meetings starting back in 2012. Hodges is working to schedule another informational meeting for March 20. The project will affect approximately 80 homes. The work will occur in phases. Hodges says, "It's a 270-day contract but you may not see us on your street for days or weeks.""

MINUTES

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the reading of the Minutes for the March 4, 2014, City Commission meeting be waived and that the Minutes of said meeting prepared by the City Clerk be approved as written.

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

MOTIONS

R & F DOCUMENTS

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the following documents be received and filed:

1. Certificates of Liability Insurance
 - a. Circle P Enterprises, LLC
 - b. M P Lawson Construction, LLC
 - c. Wilkins Construction Company, Inc.
 - d. Ray Black & Son, Inc.
2. Agreements/Contracts:
 - a. Grant Agreement with the Office of Homeland Security for the acceptance of the 2013 Homeland Security Grant Award for Police Department Hand-Held Radios (ORD # 2013-11-8096)
 - b. Hotel Development Agreement with Paducah Convention Hotel for the construction of a hotel in Downtown Paducah (ORD # 2013-12-8108)
 - c. Mediation Agreement with Aquatic Renovation Systems for the Noble Park Pool Rehabilitation Project (ORD # 2012-11-7993)
 - d. Change Order # 1 with Aquatic Renovation Systems for the Noble Park Pool Rehabilitation Project (ORD # 2012-11-7993)
 - e. Communications System Agreement with Motorola Solutions for Hand-held Radios for the Paducah Police Department (ORD # 2014-02-8116)
 - f. Cooperation Agreement with The United States of America Department of the Army for the Rehabilitation of a Federal Flood Control Work (ORD # 2013-01-8110)
 - g. Agreement with The Federal Materials Company, LLC for the 2014-2015 Concrete Ready-Mix Contract (ORD # 2014-02-8121)
 - h. Agreement with ICA Engineering, Inc. for professional inspection services for the Greenway Trail Phase II Project (ORD # 2014-02-8120)
 - i. Agreement with the Professional Fire Fighters of Paducah, Local 168, International Association of Firefighters for FY 2014-2017 (ORD # 2014-02-8119)
 - j. Agreement with The Paducah Police Department Bargaining Unit for FY 2014-2017 (ORD # 2014-02-8118)

3. Paducah Water Works Financial Highlights for January 2014
Paducah Housing Authority Report on Examination of Financial Statements and Supplemental Data for the year ended March 31, 2013

BIDS for Engineering-Public Works

COMPOST GRINDING OF TREE DEBRIS AND YARD WASTE

1. Central Paving Co.*
2. Agriecycle, Inc.
3. Environmental Wood Recycling (Bid rejected)

*denotes winning bid

MUNICIPAL ORDERS

PERSONNEL ACTIONS

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioner of the City of Paducah order that the personnel changes on the attached list be approved.

(SEE MUNICIPAL ORDER BOOK)

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

LAW ENFORCEMENT SERVICE FEE GRANT

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION AND ALL DOCUMENTS NECESSARY TO OBTAIN A 2014/2015 LAW ENFORCEMENT SERVICE FEE GRANT IN AN AMOUNT UP TO \$8,400.00 FROM THE KENTUCKY JUSTICE CABINET FOR THE PADUCAH POLICE DEPARTMENT TO OPERATE A ONE-YEAR DUI ENFORCEMENT PROGRAM", be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). MO#1759; BK 9

ORDINANCES – ADOPTION

2013 US BULLETPROOF VEST PARTNERSHIP GRANT AWARD

Commissioner Abraham offered motion, seconded Commissioner Gault, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REIMBURSABLE GRANT AGREEMENT AND ALL DOCUMENTS RELATING THERETO WITH THE U. S. DEPARTMENT OF JUSTICE FOR A BULLETPROOF VEST PARTNERSHIP GRANT PROGRAM AWARD." This ordinance is summarized as follows: The Mayor is hereby authorized to execute a Reimbursable Grant Agreement and all documents relating thereto with the U. S. Department of Justice for a Bulletproof Vest Partnership Grant Program Award in the amount of \$7,435.61 for assistance with purchasing bulletproof vests to be used by the Paducah Police Department.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD.# 2014-3-8122; BK 33

AUTHORIZE CHANGE ORDER #1 FOR THE OHIO RIVER BOAT LAUNCH PROJECT

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH JIM SMITH CONTRACTING COMPANY, LLC FOR THE OHIO RIVER BOAT LAUNCH PROJECT". This ordinance is summarized as follows: The Mayor is hereby authorized and directed to execute Change Order No. 1 for a contract increase in the amount of \$17,139.83 for the City of Paducah's Ohio River Boat Launch Project, increasing the total contract amount to \$2,605,605.61.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Wilson and Mayor Kaler (4), Nays, Commissioner Rhodes (1). ORD #2014-3-8123; BK 33

CLOSURE OF A PORTION OF RIDGEWOOD FROM TOPEKA TO OLYMPIA

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE PROVIDING FOR THE

CLOSING OF A PORTION OF RIDGEWOOD STREET BETWEEN TOPEKA AVENUE AND OLYMPIA AVENUE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME". This ordinance is summarized as follows: That the City of Paducah hereby authorizes the closing of a portion of Ridgewood Street between Topeka Avenue and Olympia Avenue, and authorizes the Mayor to execute all documents necessary to complete the transfer of property to the property owners in or abutting the public ways to be closed.

Due to a discrepancy in the deed and on the plat, Rick Murphy, City Engineer, requested the ordinance be tabled.

TABLE ORDINANCE FOR CLOSURE OF A PORTION OF RIDGEWOOD FROM TOPEKA TO OLYMPIA

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the ordinance introduced on February 25, 2014, entitled, "AN ORDINANCE PROVIDING FOR THE CLOSING OF A PORTION OF RIDGEWOOD STREET BETWEEN TOPEKA AVENUE AND OLYMPIA AVENUE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME", be tabled.

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

CLOSURE OF A PORTION OF AN ALLEY FROM BETHEL TOWARD MAIN STREET

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE PROVIDING FOR THE CLOSING OF A PORTION OF A 15' ALLEY FROM BETHEL STREET TOWARD MAIN STREET, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME". This ordinance is summarized as follows: The City of Paducah does hereby authorize the closing of portion of an alley from Bethel Street toward Main Street, and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City to the property owners in or abutting the public ways to be closed.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD#2014-3-8124: BK 33

ORDINANCE - INTRODUCTIONS

AUTHORIZE CONTRACT FOR COMPOST GRINDING

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE ACCEPTING THE BID OF CENTRAL PAVING COMPANY FOR COMPOST GRINDING OF TREE DEBRIS AND YARD WASTE, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This ordinance is summarized as follows: That the City accepts the bid of Central Paving Company for compost grinding of tree debris and yard waste in the amount of \$524.00 per hour for the remaining portion of the 2014 calendar year and with three optional one-year term renewals, and authorizes the Mayor to execute a contract for same.

PURCHASE IN-CAR CAMERAS & SERVER FOR POLICE DEPT.

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PAY L-3 COMMUNICATIONS (MOBILE VISION) FOR THE SOLE SOURCE PURCHASE OF DIGITAL IN-CAR CAMERAS AND A NEW SERVER WITH REQUIRED SOFTWARE AND INSTALLATION TO BE USED BY THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME". This ordinance is summarized as follows: That the City of Paducah hereby authorizes the Finance Director to make payment to L-3 Communications (Mobile Vision), in the amount of \$25,223.00, for the purchase of two digital in-car cameras, a new server, software and installation to be used by the Paducah Police Department and authorizes the Mayor to execute all documents relating to same.

APPROVAL OF DEED AND ASSIGNMENT OF LEASE FOR IDA TO CITY AND COUNTY FOR THE MACCO ORGANIQUES BUILDING

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AUTHORIZING AND APPROVING THE ACQUISITION OF REAL PROPERTY LOCATED AT 5455

COMMERCE DRIVE, PADUCAH, MCCRACKEN COUNTY, KENTUCKY AND ASSUMPTION OF THE LEASE AGREEMENT WITH MACCO ORGANIQUES CORPORATION, FOR THE IMPROVEMENT OF A PUBLIC PROJECT.” This ordinance is summarized as follows: In this Ordinance the City of Paducah approves the acquisition of an undivided one-half (1/2) interest in the real property located at 5455 Commerce Drive, Paducah, Kentucky and the assumption of the lease obligations of Paducah-McCracken County Industrial Development Authority under the Lease Agreement dated May 31, 2013 with MACCO Organiques Corporation. This Ordinance further authorizes the Mayor of the City of Paducah, Kentucky to execute a general warranty deed and assignment agreement to accomplish and consummate the acquisition of the property.

INTERLOCAL AGREEMENT BETWEEN CITY, COUNTY & GPEDC FOR APPOINTING GPEDC AS PROJECT MANAGER FOR RENOVATIONS TO THE MACCO ORGANIQUES BUILDING

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATIVE AGREEMENT AMONG THE CITY OF PADUCAH, KENTUCKY, THE COUNTY OF MCCRACKEN, KENTUCKY, AND G.P.E.D.C. INC.” This ordinance is summarized as follows: This Ordinance authorizes the City of Paducah, Kentucky to approve and enter into an Interlocal Cooperative Agreement between the City of Paducah, Kentucky, the County of McCracken, Kentucky, and G.P.E.D.C., Inc., pursuant to Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes, as amended (the “Interlocal Act”). The Ordinance approves the form of the Interlocal Cooperative Agreement presented to the Board of Commissioners of the City, with such changes therein as shall not be adverse to the City and may be approved by the Mayor.

The Interlocal Cooperative Agreement sets forth the common plan of construction that the City of Paducah, County of McCracken, and G.P.E.D.C., Inc., will follow together to undertake the construction of Project Improvements to the building and site situated at 5455 Commerce Drive, Paducah, McCracken County, Kentucky in the most cost effective manner pursuant to this Agreement and the Interlocal Act for a rental arrangement with MACCO Organiques Corporation.

CITY MANAGER REPORT

- City Manager Pederson informed the Mayor and Commissioners that House Bill 399, which would give Kentucky cities and counties the ability to use a limited use, local option sales tax, was approved with a 6 to 3 vote today by the House Committee on Elections, Constitutional Amendments, and Intergovernmental Affairs. The bill is now being sent to the full House of Representative for consideration. (Per the City Commission Highlights prepared by Public Information Officer Pam Spencer)
- Budget preparation is underway for FY2015. The City is anticipating some revenue growth which will help to sustain current operational levels. The Investment Fund will require more intense decision making to help prioritize the expenditures of that fund. A pre-budget workshop will be held.
- Barbecue on the River, Inc., will be at next week’s commission meeting to give a presentation regarding the Barbecue on the River Festival.

MAYOR & COMMISSIONER COMMENTS

Commissioner Abraham commented on the Barbecue on the River Festival. He would like all vendors to pay at least a minimum of 20% of their net profit to the charity they are representing.

Mayor Kaler asked the Commissioners to call their state representatives to voice support for House Bill 391 regarding funding for 911.

PUBLIC COMMENTS

Ronald Ward voiced his concerns of the increasing rates of Paducah Power.

Upon motion the meeting adjourned.

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Adopted on call of the roll, yeas, Commissioners Abraham, Gault, Rhodes, Wilson and Mayor Kaler (5). ORD#2014-3-8124: BK 33

ORDINANCE – INTRODUCTIONS

AUTHORIZE CONTRACT FOR COMPOST GRINDING

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ADOPTED: March 25, 2014

City Clerk

Mayor

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 - a. Ohio Machinery Co. Inc.
 - b. Raymond Culp Construction
 - c. Murco Inc.
2. Right of Way Bond for Cleaver Construction Co., Inc.
3. Deed of Conveyance: Independence Bancshares, Inc.
4. Agreements/Contracts:
 - a. Greenway Village Subdivision Phase I – Modification to Irrevocable Letter of Credit No. 7773
 - b. Agreement with Pepsi MidAmerica Co. for exclusive beverage and snack provider service in Paducah Parks Facilities
5. Edwin J. Paxton Park Financial Statements for January-December, 2013
6. Market House Theatre of Paducah, Kentucky Inc. Financial Statements for years ended June 30, 2012 and 2011
7. Market House Theatre of Paducah, Kentucky Inc. Financial Statements for years ended June 30, 2013 and 2012
8. Luther F. Carson Four Rivers Center, Inc. Financial Statements for Years ended June 30, 2012 and 2011

BIDS for Engineering-Public Works

REAR PACKER REFUSE COLLECTION TRUCK

1. TAG Truck Center *
2. Stringfellow Inc.

*denotes winning bid

CITY OF PADUCAH
March 25, 2014

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

March 25, 2014

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
March 25, 2014

TERMINATIONS - PART-TIME (P/T)/TEMPORARY/SEASONAL

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Payne, Randal G	Part-Time Landscape Person	Resignation	March 12, 2014

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

<u>EPW - STREET</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>
Lassy III, Paul G	Floodwall Operator \$18.32/Hr	ROW Maintenance Person \$17.17/Hr	NCS	Non-Ex	March 20, 2014

Agenda Action Form Paducah City Commission

Meeting Date: 25 March 2014

Short Title: 2014-2015 Kentucky Household Hazardous Waste Grant Application

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Pam Souder, Chris Yarber, Sheryl Chino
Presentation By: Steve Ervin

Background Information: The Kentucky Division of Waste Management, through the Household Hazardous Waste Award Program funds cities across the commonwealth for annual clean-up days. This grant award program provides a partial reimbursement for the expenses incurred by the city for the disposal and advertising/education of Spring Clean-up Day. For the past 23 years, this project has been a collaborative effort between the McCracken County Fiscal Court and the City of Paducah. On average 709 residents, comprised of 483 county (68%), and 226 city (32%), participate in the yearly clean-up day.

The Engineering/Public Works and Planning Departments desire to submit an application for the 2014-2015 Kentucky Division of Waste Management Household Hazardous Waste Award Program. This grant requires a 25% cash or in-kind match. The City will act as the Lead Agency/Fiscal Agent and seeks an award of \$43,912.50, which will be combined with the required local cash match of \$14,637.50 for a project totaling \$55,000. Local cash match will be divided equally between the city and the county. As in previous years, the City's share of the local cash match will be paid through the Engineer/Public Works account number 050-2209-531-2004.

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

If the Commission desires to have this joint application submitted, it must authorize and direct the Mayor and/or Mayor's designee to execute all required application documents.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored
Downtowns

Funds Available: Account Name:
Account Number: 050-2209-531-2004
Project Number:

Finance

Staff Recommendation: Approval
Attachments:

 Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A 2014-2015 KENTUCKY HOUSEHOLD HAZARDOUS WASTE GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT IN THE AMOUNT OF \$43,912.50 TO ASSIST IN FUNDING THE CITY-COUNTY ANNUAL CLEAN-UP DAY

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a joint application between the City and the McCracken County Fiscal Court for a Kentucky Household Hazardous Waste Grant through the Kentucky Division of Waste Management in the amount of \$43,912.50 to assist in funding the City/County Annual Clean-up Day.

SECTION 2. The City of Paducah and the McCracken County Fiscal Court hereby agree that the City shall act as the lead government agency in meeting all grant requirements, including the local cash match of \$14,637.50 that will be split 50/50 with the McCracken County Fiscal Court. The City's match of \$7,318.75 will be met by the Engineering/Public Works 2014-2015 budget.

SECTION 3. Funding for the local cash match will be subject to approval of appropriation in the Engineering/Public Works FY2013 budget.

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

Mayor

ATTEST.

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, March 25, 2014
Recorded by Tammara S. Sanderson, City Clerk, March 25, 2014
\\mo\grants\waste clean up day 2014-2015

Agenda Action Form Paducah City Commission

Meeting Date: 25 March 2014

Short Title: **Mutual of America – Community Partnership Award Application**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Stacey Grimes, Malinda Elrod-Baltz, Sheryl Chino

Presentation By: Chief Brandon Barnhill, Steve Ervin

Background Information: The Mutual of America Community Partnership Award recognizes outstanding nonprofit organizations in the U.S. that have shown exemplary leadership by facilitating partnerships with public, private, or social sector leaders and working together with them as equal partners, not as donors and recipients, to build a cohesive community that serves as a model for collaborating with others for the greater good. The Community Partnership Award annually sponsors a national competition that allows organizations to demonstrate the value of their partnerships. An independent committee selects 10 organizations for the Community Partnership Award. The national award-winning partnership receives \$25,000 and a documentary video of their partnership.

The Merryman House Domestic Crisis Center in partnership with the Paducah Police Department proposes to submit an award application to The Mutual of America Community Partnership program for the HopeLine Drive and the Lethality Assessment Program; as well as, for their long term partnership that has dated back to 1978. This long term partnership has been a collaborative effort to assist victims of domestic violence and to help end domestic violence in our community. The HopeLine Drive project involved the Paducah Police Department assisting the Merryman House is earning a \$10,000 grant. The Lethality Assessment Program is a collaboration program between the police department and the Merryman House to predict the likelihood of future extreme violence or homicide in a domestic relationship. If awarded, the two agencies will split the award.

The Paducah Police Department is seeking approval from the Commission to submit a joint award application for the Mutual of America Community Partnership Award.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Account Name:

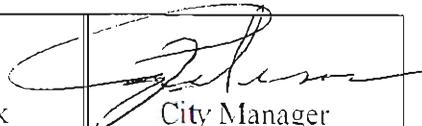
Account Number:

Project Number:

Finance

Staff Recommendation: Approval

Attachments:

 Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING THE PADUCAH POLICE DEPARTMENT TO PARTNER WITH MERRYMAN HOUSE DOMESTIC CRISIS CENTER FOR APPLICATION FOR A MUTUAL OF AMERICA-COMMUNITY PARTNERSHIP AWARD IN THE AMOUNT OF \$25,000 FOR THE HOPELINE DRIVE AND THE LETHALITY ASSESSMENT PROGRAM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby approves the Paducah Police Department to partner with Merryman House Domestic Crisis Center for application for a Mutual of America-Community Partnership Award in the amount of \$25,000 for the HopeLine Drive and the Lethality Assessment Program. Merryman House will be preparing the award application. IF awarded, the two agencies will split the award. No local match is required.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, March 25, 2014
Recorded by Tammara S. Sanderson, City Clerk, March 25, 2014
\\mo\grants\police dept & merryman house

Agenda Action Form

Paducah City Commission

Meeting Date: 03/25/2014

Short Title: **Adopt PHA Annual Plan for Section 8 Housing**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Danny W. Fugate
Presentation By: Danny W. Fugate

Background Information: *The Section 8 Housing Program is required by federal regulations to submit an Annual Plan that describes the mission of the Agency for FY 2014. Staff has prepared the Plan, provided an opportunity for public review & comment, and submission is required prior to April 15, 2014. The Plan updates the Five Year Plan submitted in 2010 and notates any substantial deviations.*

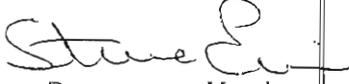
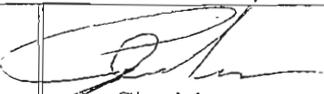
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Finance

Staff Recommendation: **Adopt PHA 2014 Annual Plan for the City of Paducah Section 8 Housing Choice Voucher Program**

Attachments: PHA 2014 Annual Plan

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING "CITY OF PADUCAH, KENTUCKY,
PUBLIC HOUSING AGENCY ANNUAL PLAN FOR SECTION 8 HOUSING CHOICE
VOUCHER PROGRAM FOR FISCAL YEAR 2014"

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 Section 8 participants.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the "City of Paducah, Kentucky, Public Housing Agency Annual Plan for Section 8 Housing Choice Voucher Program for Fiscal Year 2014" is hereby adopted in its entirety.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, March 25, 2014
Recorded by Tammara S. Sanderson, City Clerk, March 25, 2014
\\mo\sec8-annual plan 2014

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: City of Paducah Section 8 Housing Program PHA Code: KY137 PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input type="checkbox"/> Standard <input checked="" type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM YYYY): 07/01/2014
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2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: _____ Number of HCV units: 554
-----	--

3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only
-----	--

4.0	PHA Consortia <input type="checkbox"/> PHA Consortia (Check box if submitting a joint Plan and complete table below)
-----	---

Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1:					
PHA 2:					
PHA 3:					

5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.
-----	--

5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:
-----	--

5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.
-----	--

6.0	PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission 1) Local preference (weighted) 2) Payment Standard adjustment to 5% above FMR 3) Eligibility of graduated FSS participants 4) Homeownership asset exclusion 5) Supported Programs (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. City of Paducah, 505 S. 5th Street, Room 208, Paducah KY 42003
-----	--

7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. Include statements related to these programs as applicable.
-----	--

8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable
-----	---

8.1	Capital Fund Program Annual Statement Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.
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8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.
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8.3	Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP) Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements
-----	--

9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <p>The current waiting list of KY 137 consists of (18) elderly, (109) disabled and (539) families totaling 666 applicants. There are (321) African American, (338) White, (5) Hispanic and (2) other race applicants on our waiting list. Local data and consolidated plan indicates the need for continued quality, affordable housing opportunities in our area. Families requiring two or more bedrooms continue to be greatest need with a growing population of disabled and elderly households. The waiting list has been closed and not accessed during the prior year as result of sequester and necessary reduction of program participants.</p> <p>The goals and objectives of the Commonwealth of KY Consolidated Plan supports the PHA Plan with the strategic goals of (a) to preserve the supply of safe, decent, sanitary and affordable rental housing for low income families through tenant based rental assistance (b) to promote self-sufficiency for low income families through financial assistance, homeownership counseling and other related educational opportunities (c) to promote housing opportunities for persons with special housing needs by increasing awareness and providing technical assistance to housing and service providers and (d) to encourage and strengthen partnerships among local governments, public agencies, for-profit and nonprofit organizations through enhanced coordination for the effective and efficient use of affordable housing resources.</p> <p>These goals and objectives parallel and support the PHA Plan goals and objectives (a) to improve the quality of assisted housing (b) to increase assisted housing choices and (c) to promote self-sufficiency and asset development of assisted families and (e) to ensure equal housing opportunities.</p>
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9.1	<p>Strategy for Addressing Housing Needs. Provide a brief 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. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p>
10.0	<p>Additional Information Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>The goals and objectives of the five year plan are in progress by means of conducting outreach to potential landlords, working to increase the percentage of employed persons in assisted housing and undertaking of affirmative actions to ensure equal access to affordable housing.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p>The significant amendments and substantial deviation/modification from the 5 year plan included in annual plan is the establishment of weighted local preferences, payment standard adjustment to 5% above FMR, and the homeownership asset exclusion policy.</p> <p>KY 137 definition of Significant Amendment and Substantial Deviation/Modification is any changes to rent or admissions policies or organization of the waiting list; additions of new activities not included in the current PHA Plan; and any change with regard to homeownership programs.</p>

11.0	<p>Required Submission for HUD Field Office Review In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Facsimile copies of these documents will not be accepted by the Field Office.</p> <ul style="list-style-type: none"> (a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations (g) Challenged Elements (h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement, Performance and Evaluation Report</i> (PHAs receiving CFP grants only) (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)
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Agenda Action Form

Paducah City Commission

Meeting Date: 03/25/2014

Short Title: **Adopt Revised Section 8 Housing Utility Allowances**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Danny W. Fugate
Presentation By: Danny W. Fugate

Background Information: *The Section 8 Housing Program is required to annually review utility rates and adjust tenant supplied utility allowance deductions for participant affordability. Adjustments in the utility allowances (effective May 1, 2014) have been made for the following utilities that have adjusted since February 2013:*

- Natural Gas- 9% increase*
- Sewer- 1.1% increase*
- Water- 2% increase*
- Propane- 32.91% increase*
- Electricity- 30% increase (blended rate) Jackson Purchase (29% increase), Paducah Power (31% increase)*

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Finance

Staff Recommendation: **Adopt Revised 2014 Utility Allowances for Section 8 Housing Program**

Attachments: City of Paducah Section 8 Housing Utility Allowances and supporting documentation from utility providers.

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING REVISIONS OF THE UTILITY ALLOWANCES FOR THE SECTION 8 HOUSING PROGRAM AS REQUIRED BY THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS REVISED

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah adopts Revisions of the Utility Allowances for the Section 8 Housing Program reflecting certain changes in utility rates.

SECTION 2. These rates will become effective May 1, 2014.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, March 25, 2014
Recorded by Tammara S. Sanderson, City Clerk, March 25, 2014
\\mo\sec8util - 2014

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. 07/31 2007)

See Public Reporting Statement and Instructions on back

Locality		Unit Type					Date (mm/dd/yyyy)
Paducah/McCracken County Kentucky		Duplex/Townhouse/Rowhouse					05/01/2014
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	11	13	16	20	25	
	b. Bottle Gas	72	84	117	140	156	
	c. Oil / Electric	40	49	65	72	78	
	d. Coal / Other						
Cooking	a. Natural Gas	5	5	5	8	8	
	b. Bottle Gas	17	17	24	41	60	
	c. Oil / Electric	3	4	7	9	0	
	d. Coal / Other						
Other Electric		13	25	30	38	43	
Air Conditioning		10	13	23	30	34	
Water Heating	a. Natural Gas	8	8	10	11	14	
	b. Bottle Gas	32	37	39	51	61	
	c. Oil / Electric	13	23	30	36	40	
	d. Coal / Other						
Water		22	22	22	26	32	
Sewer		12	12	12	12	12	
Trash Collection		17	17	17	17	17	
Range/Microwave		5	5	5	5	5	
Refrigerator		6	6	6	6	6	

Other -- specify

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

Name of Family

Address of Unit

Number of Bedrooms

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

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. 07/31/2007)

See Public Reporting Statement and Instructions on back

Locality		Unit Type		Date (m/m/aa/yyyy)			
Paducah/McCracken County Kentucky		Single Family/Manufactured Home		05/01/2014			
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas			20	25	26	
	b. Bottle Gas			140	169	186	
	c. Oil / Electric			75	78	83	
	d. Coal / Other						
Cooking	a. Natural Gas			5	8	8	
	b. Bottle Gas			24	41	60	
	c. Oil / Electric			7	9	9	
	d. Coal / Other						
Other Electric				30	38	43	
Air Conditioning				25	33	35	
Water Heating	a. Natural Gas			10	11	14	
	b. Bottle Gas			39	51	61	
	c. Oil / Electric			30	36	40	
	d. Coal / Other						
Water				22	26	32	
Sewer				12	12	12	
Trash Collection				17	17	17	
Range/Microwave				5	5	5	
Refrigerator				6	6	6	
Other -- specify							

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

Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

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

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. 07/31/2007)

See Public Reporting Statement and Instructions on back

Locality		Unit Type					Date (mm/dd/yyyy)
Paducah/McCracken County Kentucky		Walk Up/Multi-family single level					05/01/2014
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	10	10	14	16		
	b. Bottle Gas	43	51	92	110		
	c. Oil / Electric	30	38	43	51		
	d. Coal / Other						
Cooking	a. Natural Gas	5	5	5	8		
	b. Bottle Gas	17	17	24	41		
	c. Oil / Electric	3	4	7	9		
	d. Coal / Other						
Other Electric		13	25	30	38		
Air Conditioning		8	9	18	22		
Water Heating	a. Natural Gas	8	8	10	11		
	b. Bottle Gas	32	37	39	51		
	c. Oil / Electric	13	23	30	36		
	d. Coal / Other						
Water		22	22	22	26		
Sewer		12	12	12	12		
Trash Collection		17	17	17	17		
Range/Microwave		5	5	5	5		
Refrigerator		6	6	6	6		
Other -- specify							

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

Name of Family

Address of Unit

Number of Bedrooms

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

THE CITY OF PADUCAH

Danny Wm. Fugate, Program Administrator

SECTION 8 - EXISTING HOUSING PROGRAM
CITY HALL, P.O. BOX 2267

PADUCAH, KENTUCKY 42002-2267

Phone 270-444-8628
1-800-247-2510 (TDD for hearing impaired only)
Fax (270) 444-1352

February 4, 2014

Atmos Energy
ATTN: Leonard Matheny *MARK MARTIN*
2401 New Hartford Rd. *3275 HIGHLAND POSTER DRIVE*
Owensboro KY 42303

Dear Sir:

The City of Paducah Section 8 Housing Program is required by federal regulations under the U.S. Department of Housing & Urban Development, to annually review the cost and allowances for resident supplied utilities. It is our responsibility to maintain these allowances at current anticipated costs to insure affordability for a maximum of 554 rent assisted and homeownership families in Paducah/McCracken County.

Please supply to this Agency, (in percentage form) any cost increase or decrease of your corresponding utility on the below survey, return in the enclosed addressed envelope, fax to (270) 444-1352 or e-mail to dfugate@paducah.ky.gov.

I greatly appreciate your assistance in our evaluation and request the information be returned by February 15, 2015. If you have any questions, please feel free to contact me at (270) 444-8628 or e-mail at dfugate@paducah.ky.gov.

Sincerely,



Danny W. Fugate
Administrator

(Residential Natural Gas)

Paducah/McCracken County, Kentucky Utility Survey

Average residential utility rate per McF (unit) February 2013 46.08 (24931.110)

Average residential utility rate per McF (unit) February 2014 721 (46111.110)

% of rate change from 2013- _____%, and/or anticipated increase during 2014- 9%

Comments: THE COST OF GAS IS HIGHER TODAY THAN LAST YEAR.

ALSO, ATMOS EXPECTS

FINAL CURE IN ITS RATE CASE IN

Completed by Representative Mark A. Martin Date 2/7/14

MARCH '14

THE CITY OF PADUCAH

Danny Wm. Fugate, Program Administrator

SECTION 8 - EXISTING HOUSING PROGRAM
CITY HALL, P.O. BOX 2267

PADUCAH, KENTUCKY 42002-2267

Phone 270-444-8628
1-800-247-2510 (TDD for hearing impaired only)
Fax (270) 444-1352

RECEIVED

FEB 06 2014

Paducah-McCracken Co.
Joint Sewer Agency

February 4, 2014

Paducah/McCracken County Joint Sewer Agency
621 Northview
Paducah KY 42001

Dear Sir:

The City of Paducah Section 8 Housing Program is required by federal regulations under the U.S. Department of Housing & Urban Development, to annually review the cost and allowances for resident supplied utilities. It is our responsibility to maintain these allowances at current anticipated costs to insure affordability for a maximum of 554 rent assisted and homeownership families in Paducah/McCracken County.

Please supply to this Agency, (in percentage form) any cost increase or decrease of your corresponding utility on the below survey, return in the enclosed addressed envelope, fax to (270) 444-1352 or e-mail to dfugate@paducah.ky.gov.

I greatly appreciate your assistance in our evaluation and request the information be returned by February 15, 2015. If you have any questions, please feel free to contact me at (270) 444-8628 or e-mail at dfugate@paducah.ky.gov.

Sincerely,



Danny W. Fugate
Administrator

(Residential Sewer)

Paducah/McCracken County, Kentucky Utility Survey

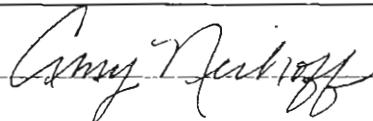
Average residential utility rate per 1,000 gal (unit) February 2013 \$4.31

Average residential utility rate per 1,000 gal (unit) February 2014 \$4.35

% of rate change from 2013- 1.1%, and/or anticipated increase during 2014- %

Comments: _____

Completed by Representative



Date

2/6/14

THE CITY OF PADUCAH

Danny Wm. Fugate, Program Administrator

SECTION 8 - EXISTING HOUSING PROGRAM
CITY HALL, P.O. BOX 2267

PADUCAH, KENTUCKY 42002-2267

Phone 270-444-8628
1-800-247-2510 (TDD for hearing impaired only)
Fax (270) 444-1352

February 4, 2014

Paducah Water Works
PO Box 2377
Paducah KY 42002

Dear Sir:

The City of Paducah Section 8 Housing Program is required by federal regulations under the U.S. Department of Housing & Urban Development, to annually review the cost and allowances for resident supplied utilities. It is our responsibility to maintain these allowances at current anticipated costs to insure affordability for a maximum of 554 rent assisted and homeownership families in Paducah/McCracken County.

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Sincerely,



Danny W. Fugate
Administrator (Residential Water)

Paducah/McCracken County, Kentucky Utility Survey

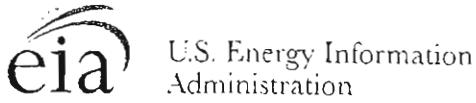
Average residential utility rate per ^{5,000 acftms} (unit) February 2013 13.68

Average residential utility rate per ^{5,000} (unit) February 2014 19.05

% of rate change from 2013- 2.0 %, and/or anticipated increase during 2014- 2.0 %

Comments:

Completed by Representative T. Allen Smith Date 2/6/14



PETROLEUM & OTHER LIQUIDS

OVERVIEW DATA ANALYSIS & PROJECTIONS

GLOSSARY FAQs

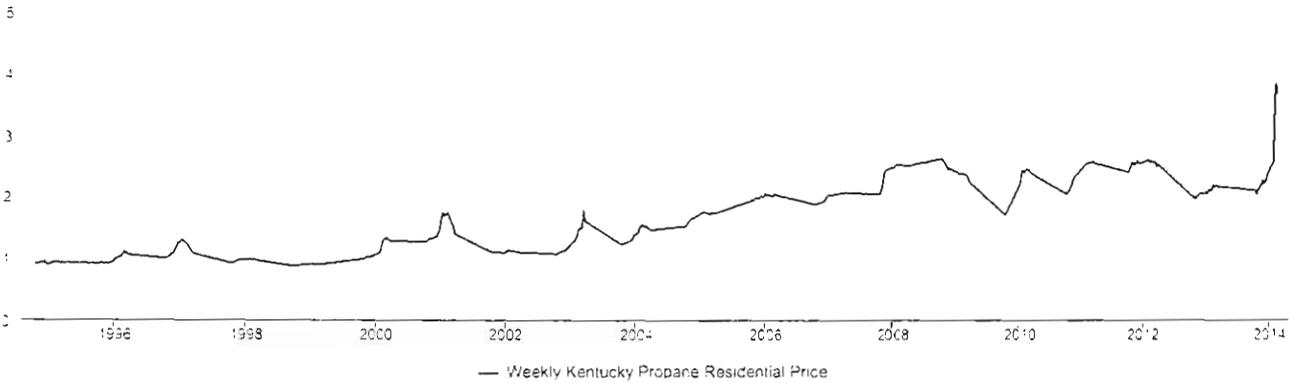
View History: Weekly

Download Data (XLS File)

Weekly Kentucky Propane Residential Price



Dollars per Gallon



Source: U.S. Energy Information Administration

Chart Tools

no analysis applied

Weekly Kentucky Propane Residential Price (Dollars per Gallon)

Year-Month	Week 1		Week 2		Week 3		Week 4		Week 5	
	End Date	Value								
1994-Oct	10-03	0.923			10-17	0.923				
1994-Nov	11-07	0.942			11-21	0.950				
1994-Dec	12-05	0.961			12-19	0.915				
1995-Jan	01-02	0.926			01-16	0.942				
1995-Feb	02-06	0.946			02-20	0.946				
1995-Mar	03-06	0.946			03-20	0.946				
1995-Oct	10-02	0.926			10-16	0.939				
1995-Nov	11-06	0.935			11-20	0.939				
1995-Dec	12-04	0.941			12-18	0.963				
1996-Jan	01-01	0.910			01-15	0.928				
1996-Feb	02-05	0.948			02-19	0.913				
1996-Mar	03-04	0.999			03-18	0.976				
1996-Oct	10-07	0.918			10-21	0.936	10-28	0.965		
1996-Nov	11-04	0.988	11-11	0.947	11-18	0.926	11-25	0.979		
1996-Dec	12-02	0.910	12-09	0.969	12-16	0.970	12-23	0.908	12-30	0.912
1997-Jan	01-06	0.909	01-13	0.985	01-20	0.958	01-27	0.958		
1997-Feb	02-03	0.913			02-17	0.976				
1997-Mar	03-03	0.976			03-17	0.986				
1997-Oct	10-06	0.939			10-20	0.966				
1997-Nov	11-03	0.928			11-17	0.990				
1997-Dec	12-01	0.937			12-15	0.992				
1998-Jan	01-05	0.998			01-19	0.977				
1998-Feb	02-02	0.996			02-16	0.995				
1998-Mar	03-02	0.987			03-15	0.971				
1998-Oct	10-05	0.990			10-19	0.996				
1998-Nov	11-02	0.911			11-16	0.919				
1998-Dec	12-07	0.914			12-21	0.921				
1999-Jan	01-11	0.926			01-18	0.926				
1999-Feb	02-01	0.924			02-15	0.917				
1999-Mar	03-01	0.922			03-15	0.927				
1999-Oct	10-04	0.905			10-18	0.913				
1999-Nov	11-01	0.940			11-15	0.940				
1999-Dec	12-06	0.959			12-20	0.921				
2000-Jan	01-03	0.997			01-17	0.910	01-24	0.918	01-31	0.912
2000-Feb	02-07	0.934	02-14	0.941	02-21	0.949	02-28	0.937		

Year-Month	Week 1		Week 2		Week 3		Week 4		Week 5	
	End Date	Value								
2000-Mar	03-06	1.312	03-13	1.315	03-20	1.321				
2000-Oct	10-02	1.289	10-09	1.299	10-15	1.334	10-23	1.337	10-30	1.344
2000-Nov	11-06	1.341	11-13	1.346	11-20	1.357	11-27	1.362		
2000-Dec	12-04	1.379	12-11	1.436	12-18	1.479	12-25	1.507		
2001-Jan	01-01	1.750	01-08	1.722	01-15	1.752	01-22	1.728	01-29	1.752
2001-Feb	02-05	1.757	02-12	1.702	02-19	1.644	02-26	1.599		
2001-Mar	03-05	1.595	03-12	1.443	03-19	1.415				
2001-Oct	10-01	1.133	10-08	1.145	10-15	1.122	10-22	1.121	10-29	1.121
2001-Nov	11-05	1.129	11-12	1.126	11-19	1.124	11-26	1.123		
2001-Dec	12-03	1.122	12-10	1.122	12-17	1.123	12-24	1.125	12-31	1.144
2002-Jan	01-07	1.152	01-14	1.150	01-21	1.153	01-28	1.149		
2002-Feb	02-04	1.152	02-11	1.140	02-18	1.139	02-25	1.131		
2002-Mar	03-04	1.127	03-11	1.126	03-18	1.121				
2002-Oct	10-07	1.096	10-14	1.104	10-21	1.121	10-28	1.130		
2002-Nov	11-04	1.145	11-11	1.152	11-18	1.147	11-25	1.153		
2002-Dec	12-02	1.191	12-09	1.202	12-16	1.229	12-23	1.247	12-30	1.288
2003-Jan	01-06	1.308	01-13	1.302	01-20	1.357	01-27	1.387		
2003-Feb	02-03	1.453	02-10	1.516	02-17	1.510	02-24	1.523		
2003-Mar	03-03	1.809	03-10	1.680	03-17	1.621				
2003-Oct	10-06	1.252	10-13	1.269	10-20	1.277	10-27	1.283		
2003-Nov	11-03	1.297	11-10	1.296	11-17	1.309	11-24	1.324		
2003-Dec	12-01	1.333	12-08	1.353	12-15	1.405	12-22	1.423	12-29	1.423
2004-Jan	01-05	1.419	01-12	1.541	01-19	1.550	01-26	1.572		
2004-Feb	02-02	1.597	02-09	1.547	02-16	1.548	02-23	1.547		
2004-Mar	03-01	1.525	03-08	1.511	03-15	1.484				
2004-Oct	10-04	1.538	10-11	1.592	10-18	1.615	10-25	1.633		
2004-Nov	11-01	1.577	11-08	1.580	11-15	1.584	11-22	1.594	11-29	1.709
2004-Dec	12-06	1.721	12-13	1.714	12-20	1.763	12-27	1.764		
2005-Jan	01-03	1.783	01-10	1.772	01-17	1.772	01-24	1.766	01-31	1.765
2005-Feb	02-07	1.763	02-14	1.755	02-21	1.759	02-28	1.772		
2005-Mar	03-07	1.760	03-14	1.760						
2005-Oct	10-03	1.953	10-10	1.979	10-17	1.965	10-24	1.987	10-31	2.011
2005-Nov	11-07	2.014	11-14	1.997	11-21	1.999	11-28	2.039		
2005-Dec	12-05	2.140	12-12	2.033	12-19	2.050	12-26	2.071		
2006-Jan	01-02	2.163	01-09	2.163	01-16	2.058	01-23	2.053	01-30	2.052
2006-Feb	02-06	2.143	02-13	2.073	02-20	2.067	02-27	2.165		
2006-Mar	03-06	2.034	03-13	2.048						
2006-Oct	10-02	1.908	10-09	1.912	10-16	1.926	10-23	1.923	10-30	1.935
2006-Nov	11-06	1.945	11-13	1.934	11-20	1.956	11-27	1.993		
2006-Dec	12-04	2.034	12-11	2.050	12-18	2.064	12-25	2.052		
2007-Jan	01-01	2.051	01-08	2.058	01-15	2.067	01-22	2.065	01-29	2.073
2007-Feb	02-05	2.077	02-12	2.086	02-19	2.095	02-26	2.083		
2007-Mar	03-05	2.085	03-12	2.093						
2007-Oct	10-01	2.068	10-08	2.069	10-15	2.118	10-22	2.132	10-29	2.151
2007-Nov	11-05	2.133	11-12	2.133	11-19	2.156	11-26	2.165		
2007-Dec	12-03	2.172	12-10	2.184	12-17	2.194	12-24	2.199	12-31	2.157
2008-Jan	01-07	2.341	01-14	2.350	01-21	2.355	01-28	2.349		
2008-Feb	02-04	2.343	02-11	2.343	02-18	2.349	02-25	2.342		
2008-Mar	03-03	2.342	03-10	2.337	03-17	2.328				
2008-Oct	10-06	2.344	10-13	2.310	10-20	2.371	10-27	2.343		
2008-Nov	11-03	2.310	11-10	2.464	11-17	2.493	11-24	2.470		
2008-Dec	12-01	2.457	12-08	2.453	12-15	2.444	12-22	2.445	12-29	2.437
2009-Jan	01-05	2.120	01-12	2.401	01-19	2.388	01-26	2.414		
2009-Feb	02-02	2.457	02-09	2.395	02-16	2.333	02-23	2.373		
2009-Mar	03-02	2.341	03-09	2.303	03-16	2.291				
2009-Oct	10-05	1.733	10-12	1.763	10-19	1.783	10-26	1.808		
2009-Nov	11-02	1.863	11-09	1.915	11-16	1.944	11-23	2.003	11-30	2.023
2009-Dec	12-07	2.093	12-14	2.102	12-21	2.173	12-28	2.193		
2010-Jan	01-04	2.269	01-11	2.422	01-18	2.451	01-25	2.419		
2010-Feb	02-01	2.443	02-08	2.471	02-15	2.459	02-22	2.453		
2010-Mar	03-01	2.426	03-08	2.422	03-15	2.395				
2010-Oct	10-04	2.168	10-11	2.111	10-18	2.137	10-25	2.189		
2010-Nov	11-01	2.229	11-08	2.317	11-15	2.325	11-22	2.364	11-29	2.384
2010-Dec	12-06	2.411	12-13	2.425	12-20	2.464	12-27	2.469		
2011-Jan	01-03	2.147	01-10	2.325	01-17	2.342	01-24	2.362	01-31	2.364
2011-Feb	02-07	2.574	02-14	2.571	02-21	2.579	02-28	2.586		
2011-Mar	03-07	2.378	03-14	2.374						
2011-Oct	10-03	2.426	10-10	2.301	10-17	2.333	10-24	2.393	10-31	2.343
2011-Nov	11-07	2.551	11-14	2.557	11-21	2.502	11-28	2.524		
2011-Dec	12-05	2.549	12-12	2.571	12-19	2.585	12-26	2.582		
2012-Jan	01-02	2.583	01-09	2.605	01-16	2.620	01-23	2.622	01-30	2.621
2012-Feb	02-06	2.583	02-13	2.593	02-20	2.597	02-27	2.579		
2012-Mar	03-05	2.534	03-12	2.521	03-19	2.557				
2012-Oct	10-01	2.145	10-08	2.034	10-15	2.014	10-22	1.976	10-29	2.031
2012-Nov	11-05	2.100	11-12	2.152	11-19	2.177	11-26	2.073		
2012-Dec	12-03	2.181	12-10	2.078	12-17	2.065	12-24	2.070	12-31	2.091
2013-Jan	01-07	2.133	01-14	2.113	01-21	2.131	01-28	2.121		
2013-Feb	02-04	2.134	02-11	2.119	02-18	2.108	02-25	2.104		
2013-Mar	03-04	2.111	03-11	2.116	03-18	2.135				
2013-Oct	10-01	2.113	10-08	2.055	10-15	2.119	10-22	2.147		
2013-Nov	11-04	2.207	11-11	2.207	11-18	2.202	11-25	2.227		
2013-Dec	12-02	2.236	12-09	2.300	12-16	2.326	12-23	2.321	12-30	2.321
2014-Jan	01-06	2.315	01-13	2.300	01-20	2.357	01-27	2.335		
2014-Feb	02-03	2.332	02-10	2.357						

Propane

7068

2.1420

AV - 2.1420

2.1480

3291

AV - 2.2548

7068

32.91% increase

THE CITY OF PADUCAH

Danny Wm. Fugate, Program Administrator

SECTION 8 - EXISTING HOUSING PROGRAM
CITY HALL, P.O. BOX 2267

PADUCAH, KENTUCKY 42002-2267

Phone 270-444-8628
1-800-247-2510 (TDD for hearing impaired only)
Fax (270) 444-1352

*Electricity
Blended
RATE
30%*

February 4, 2014

Paducah Power Systems
PO Box 180
Paducah KY 42002

Dear Sir:

The City of Paducah Section 8 Housing Program is required by federal regulations under the U.S. Department of Housing & Urban Development, to annually review the cost and allowances for resident supplied utilities. It is our responsibility to maintain these allowances at current anticipated costs to insure affordability for a maximum of 554 rent assisted and homeownership families in Paducah/McCracken County.

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Sincerely,



Danny W. Fugate
Administrator

(Residential Electricity)

Paducah/McCracken County, Kentucky Utility Survey

Average residential utility rate per kwh (unit) February 2013 09732

Average residential utility rate per kwh (unit) February 2014 .1415

% of rate change from 2013- 31 %, and/or anticipated increase during 2014- 5 %

Comments:

Completed by Representative _____ Date _____

THE CITY OF PADUCAH

Danny Wm. Fugate, Program Administrator

SECTION 8 - EXISTING HOUSING PROGRAM
CITY HALL, P.O. BOX 2267

PADUCAH, KENTUCKY 42002-2267

Phone 270-444-8628
1-800-247-2510 (TDD for hearing impaired only)
Fax (270) 444-1352

February 4, 2014

Jackson Purchase Energy
ATTN: Terry Miller
PO Box 3188
Paducah KY 42002

*Electricity
Blended
Rate
30%*

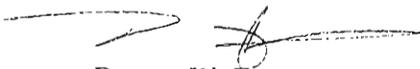
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Sincerely,



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Administrator

(Residential Electricity)

Paducah/McCracken County, Kentucky Utility Survey

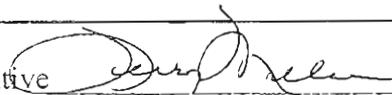
Average residential utility rate per kWh (unit) February 2013 .076357

Average residential utility rate per kWh (unit) February 2014 .114365

% of rate change from 2013- %, and/or anticipated increase during 2014- 29 %

Comments:

Completed by Representative



Date 2-13-2014

Terry Miller, Manager of Customer Service

SECTION 8 - EXISTING HOUSING PROGRAM
CITY HALL, P.O. BOX 2267

PADUCAH, KENTUCKY 42002-2267

Phone 270-444-8628
1-800-247-2510 (TDD for hearing impaired only)
Fax (270) 444-1352

February 4, 2014

City of Paducah Engineering/Public Works
ATTN: Pam Souder
PO Box 2267
Paducah KY 42002

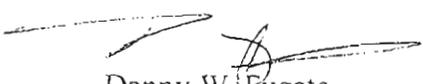
Dear Ms. Souder:

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Sincerely,



Danny W. Fugate
Administrator

(Residential Solid Waste)

Paducah/McCracken County, Kentucky Utility Survey

Average residential utility rate per ____ (unit) February 2013 _____

Average residential utility rate per ____ (unit) February 2014 _____

% of rate change from 2013- ____%, and/or anticipated increase during 2014- ____%

Comments: No change

Completed by Representative Pam Souder

Date 2-4-14

Agenda Action Form

Paducah City Commission

Meeting Date: 3/25/2014

Short Title: **Adopt PHA Administrative Plan for Section 8 Housing**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Danny W. Fugate
Presentation By: Danny W. Fugate

Background Information: *The Section 8 Housing Program is required by federal regulations to review and revise the Administrative Plan to reflect any changes in federal regulations, policies and/or local initiatives.*

The local policy changes incorporated in the revised plan includes:

- *Establish local weighted participant selection preferences (pg.5/6)*
- *Adopt Payment Standard at 5% above published Fair Market Rents (pg.18)*
- *Establish eligibility of graduated FSS participants (pg.22/23)*
- *Establish Asset Exclusion policy (pg.48)*
- *Statement of Supported Programs (pg.61)*

These revisions are incorporated as a part of the Streamlined Annual Plan and does result in significant amendment or substantial deviation/modification of PHA Five Year or Annual Plan

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

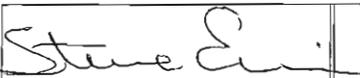
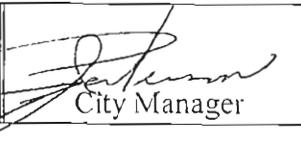
Funds Available: Account Name: N/A
Account Number: N/A

Finance

Staff Recommendation: **Adopt Revised Administrative Plan for the City of Paducah Section 8 Program effective May 1, 2014**

Attachments:

Administrative Plan (2014) for City of Paducah Section 8 Housing Program

 Department Head	 City Clerk	 City Manager
--	---	--

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING THE CITY OF PADUCAH,
KENTUCKY, PADUCAH HOUSING AGENCY REVISED ADMINISTRATIVE PLAN FOR
SECTION 8 HOUSING

WHEREAS, it is the intent of the City of Paducah, Kentucky, to provide decent, safe, and sanitary rental housing for eligible families and provide opportunities, promote self-sufficiency, and economic independence for Section 8 participants and;

WHEREAS, the Section 8 Housing Program is required by federal regulations to review and revise the Administrative Plan to reflect changes in federal regulations, policies and/or local initiatives,

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby adopts the City of Paducah, Kentucky, Paducah Housing Agency Revised Administrative Plan for Section 8 Housing in its entirety, effective May 1, 2014.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, March 25, 2014
Recorded by Tammara S. Sanderson, City Clerk, March 25, 2014
\\mo\sec8-admin plan 2014

DRAFT

CITY OF PADUCAH KENTUCKY

ADMINISTRATIVE PLAN HOUSING CHOICE VOUCHER PROGRAM KY-137

Effective Date: May 1, 2014

As Adopted by the City of Paducah Board of Commissioners

Municipal Order:#

2014 City of Paducah Section 8 Housing Administrative Plan

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2. **Eligibility Determination** - The PHA 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 will be arranged by date and time of application.

Eligibility Criteria:

A. Applicant must be:

- a. Two or more people related by blood, marriage or operation of law
- b. A single person who is elderly, disabled, or pregnant
 1. Elderly defined as head of household at least 62 years of age
 2. Disabled defined as head of household having a physical or mental disability that is of long and indefinite duration, impedes ability to live independently and is of such a nature that the person's ability to live independently could be improved by more suitable housing or as head of household with physical, mental or developmental disability as defined by Section 223 of the Social Security Act, or a developmental disability described as attributable to a mental and/or physical impairment; was manifested before age 22; is likely to continue indefinitely; results in substantial functional limitations in 3 or more of the following areas; capacity for independent living; self-care; receptive and expressive language; learning; mobility; self-direction; and economic self-sufficiency; and require special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.
 4. Single, non-elderly, non-disabled applicant

B. Applicant must be of the very low income status as established by HUD reflecting 50% of the median income.

- a. Annual income (gross income) is compared to income limits published by the Federal Register.

3. **Selection of Program Participants, Local Preferences** - The PHA 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 victims of domestic violence with appropriate certification in regards to the "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

defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)]

- b. The felonious use, or possession of a controlled substance.
- c. Illegal drug use or pattern of illegal drug use that may interfere with the safety or welfare of other tenants.
- d. Abuse of alcohol or pattern of such abuse that may interfere with the safety or welfare of other tenants.
- e. 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.
 - 1. Felonious is described as criminal activity classified as a felony under Federal, State or Local Laws.
- f. Any criminal activity that threatens the safety or welfare of other residents.
- g. Manufacture or producing of methamphetamine (will receive a lifetime ban)
- h. Family member fleeing to avoid prosecution or custody or confinement after conviction for a felony or high misdemeanor
- i. Sex offenders subject to a lifetime sex offender registration

Considerations in Denials and Termination-

- a. This Agency 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 procedures.
- d. The PHA 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.

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.

5. **Verifying Income and Determining Gross Family Contribution -**

1. A pre-lease inspection.
 - i. 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.
 - ii. 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 Program Administrator and Inspector will look beyond the obvious new cosmetic remodeling. A unit may look clean and nicely decorated but present subliminal health and safety hazard.
2. Initial Inspections.
 - i. The Program Administrator and Inspector fill in the inspection sheet and contact the tenant and inspection is made following the Housing Quality Standards and local codes to insure the unit is decent, safe and sanitary.
 - ii. While conducting the inspection it is the responsibility of the Program Administrator and Inspector to note the unit's present condition listing any deficiencies that need correction.
 - iii. After the inspection is completed the unit will be:
 - a. Approved.
 - b. Approved contingent upon repairing the identified deficiencies within a specified time.
 - c. Unapproved.
3. Re-exam Inspection.
 - i. Annually the PHA will conduct an inspection of the client's unit to determine that the dwelling continues to meet the approved standards. When a tenant is up for re-examination inspection, the Section 8 Program Administrator will notify the resident and landlord. The procedure for this inspection uses that same guidelines as the initial inspection.
4. Follow-up Inspection.
 - i. Once a unit has been inspected and is approved contingent upon seasonal repairs (e.g. painting exterior of unit in adverse weather conditions), the landlord has a due date in which to complete identified deficiencies.
 - ii. After the due date has expired, the proper follow-up is made. If the repairs have been completed the unit is accepted. If the repairs are in progress an extension of time may be given. If repairs have not been initiated, the owner will be in violation of their Contract with the PHA and will be notified of

- a. Notify the PHA before vacating the dwelling unit.
 - b. 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.
 - c. Allow the PHA to inspect the dwelling unit at reasonable times and after reasonable notice.
 - d. Use the dwelling unit solely for residence by the family, and as the family's principal place of residence.
 - e. Not assign the lease or transfer the unit.
 - B. The family shall not:
 - a. Own or have any interest in the dwelling unit (other than in a manufactured home assisted under regulations or a member of a cooperative)
 - b. Commit any fraud in connection with the Section 8 Housing Program.
 - c. Receive assistance under the Section 8 Housing Program while occupying or receiving assistance for occupancy of any unit assisted under any Federal Housing Assistance Program (including any Section 8 Program)
11. **Responsibilities of the PHA -**
- A. Publication and dissemination of information concerning the availability and nature of housing assistance for eligible families.
 - B. 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.
 - C. 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.
 - D. Issuance of vouchers.
 - E. Notification of families determined to be ineligible.
 - F. 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.
 - G. Determination of the amount of the total tenant payment and tenant rent.
 - H. Determination of the amounts of housing assistance payments.
 - I. Explanation of program procedures to owners, including those who have been approached by voucher holders.
 - J. 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.
 - K. Making of housing assistance payments.
 - L. Provision of housing information to assisted families and referral of such families to appropriate social service agencies upon request.

- b. PHA must terminate or deny assistance if family refuses to sign consent forms.
- 15. **Unit Size Selection by Family -**
 - A. Vouchers may select larger unit than listed on voucher.
 - a. Family subsidy will be based on the applicable payment standard for which the family is eligible. Not to exceed tenant payment greater than 40% of adjusted income.
 - b. Utility allowance is given for the actual unit size selected.
 - B. Vouchers may select smaller unit than listed on voucher.
 - a. Must meet space standards in HQS 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.
- 16. **Termination of Tenancy -**
 - A. The owner shall not terminate the tenancy of the family except for:
 - a. Serious or repeated violation of the terms and conditions of the lease.
 - b. Violation of Federal, State, or local law which imposes obligations on the family in connection with the occupancy and use of the dwelling unit and surrounding premises.
 - c. Other good cause.
 - B. The owner may evict the family from the contract unit only by instituting a court action.
 - a. The owner must notify the PHA in writing of the commencement of procedures 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 to the family.
- 17. **Grievance Procedures -**
 - A. Informal review of PHA decision on application for participation in program.
 - a. The PHA shall give an applicant for participation in the PHA's Section 8 Housing Program prompt written notice of a decision denying assistance the applicant (including a decision denying listing on the PHA waiting list, Housing Choice Voucher or Family Participation in the Program). The notice 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 obtain the informal review.
 - b. 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 or approved the decision under review or a subordinate of such person. The applicant shall be given an opportunity to present written or oral objections to the PHA decision. The PHA shall promptly notify that

3. To review the PHA to exercise any remedy against the owner under an outstanding contract, including the termination of housing assistance payments to the owner.
 4. To review the PHA's 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.
- c. 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. 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.
- d. If the PHA has decided to terminate Housing Assistance Payment on behalf of 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.
- e. In all cases where a hearing is required under paragraph (b), the PHA shall proceed with a hearing in a reasonable expeditious manner upon the request of a participant.
- f. 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:
1. 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.
 2. At its own expense, the participant may be represented by a lawyer or other representative.
 3. The person who conducts the hearing may regulate the conduct to the hearing in accordance with the PHA hearing procedures.
 4. 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 proceeding.
 5. The person who conducts the hearing shall issue a written decision, stating briefly the reasons for the decision. Factual

2 Bedroom	6
3 Bedroom	8
4 Bedroom	10

- 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 the reasons and justification of such an exception based on the above factors. The Administrator will make the final determination of occupancy exceptions and document each case accordingly.

20. **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 written form prior to the effective date of change.

21. **Utility Allowances** - The utility allowance schedule for the Section 8 Program will be reviewed yearly and adjusted accordingly to insure participant affordability.

22. **Rent Reasonableness - Housing Choice Voucher Program** - Under the voucher program, the PHA 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 renegotiate a reasonable rent. The PHA will determine that the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units. To assure this the PHA will consider the location, quality, size, unit type, and age of the subject unit and 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 PHA will approach each unit and assure that the rent the assisted family pays is fair for the product received. To do this after comparing all available data on our market we will ask ourselves the following question; 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.

28. **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.

29. **Family Self-Sufficiency Program** - The City of Paducah Section 8 Housing has received approval to develop and implement a Family Self-Sufficiency (FSS) Program under the terms of the Annual Contributions Contract for KY 36-V137-008. The objectives of this action plan is to initially outline the policies and procedures for implementation of this FSS Program.

The overall goal of The City of Paducah 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.

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 non participation 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.

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.

30. **Social Security and Supplemental Security Income Verification** -The PHA will require verification of SS and SSI income from each applicable participant and applicant by the provision of documents that indicate benefit amounts.

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

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

1. Immediate Restitution
2. Repayment Agreement
3. Retroactive Rent
4. Garnishment of Wages
5. Prosecution
6. Termination of Assistance

The PHA 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.

31. **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 PHA 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.

32. **Family Information Provided to Owners** - The PHA will provide the following information to owners (upon request) regarding a prospective tenant:

- A. The family's current address
- B. The name and address (if known) of the family's present landlord
- C. Information known about tenancy's history of family members and/or documented drug or violent criminal activity by family members.
- D. The PHA 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.

B. 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 982.54). 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 part1);
- ☐ 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.

C. 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.

38. Continued Assistance After Family Break-Up

The PHA 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 PHA 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 PHA 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:

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

- (3) 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.
- (4) For occupancy of a manufactured home, see Sec. 982.620(a).

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 subpart, requirements in the other subparts of this part apply to the special housing types. Provisions in this subpart only apply to a specific special housing type. The housing type is noted in the title of each section.

2. Single Room Occupancy (SRO)

A. SRO: General. Sec. 982.602

- (1) Who may reside in an SRO? A single person may reside in an SRO housing unit.
- (2) When may a person rent an SRO housing unit? A single person may rent a unit in SRO housing only if:
 - (a) HUD determines there is significant demand for SRO units in the area;
 - (b) The PHA and the unit of general local government approve providing assistance for SRO housing under the program; and (3) The unit of general local government and the PHA certify to HUD that the property meets applicable local health and safety standards for SRO housing.

B. SRO: Lease and HAP contract. Sec. 982.603

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

C. SRO: Rent and housing assistance payment. Sec. 982.604

- (1) Payment standard. The PHA must adopt a payment standard for persons who occupy SRO housing with assistance under the voucher program. The SRO payment standard may not exceed the FMR/exception rent limit for SRO housing. While an assisted person resides in SRO housing,

- (A) No more than one person may reside in-an SRO unit.
 - (B) An SRO unit must contain at least one hundred ten square feet of floor space.
 - (C) 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 [[Page 23866]] 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.
 - (D) Exterior doors and windows accessible from outside an SRO unit must be lockable.
- (3) Access.
- (a) Access doors to an SRO unit must have locks for privacy in proper operating condition.
 - (b) 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.
 - (c) The resident must be able to access an SRO unit without passing through any other unit.
- (4) Sprinkler system. 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.

3. Congregate Housing

- A. Who may reside in congregate housing. Sec. 982.606
- (1) An elderly person or a person with disabilities may reside in a congregate housing unit.
 - 2. (a) If approved by the PHA, a family member or live-in aide may reside with the elderly person or 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 24 CFR part 8. See Sec. 982.316 concerning occupancy by a live-in aide.
- B. Lease and HAP contract. Sec. 982.607

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- (2) (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 24 CFR part 8. See Sec. 982.316 concerning occupancy by a live-in aide.
- (3) Except for a live-in aide, all residents of a group home, whether assisted or unassisted, must be elderly persons or persons with disabilities.
- (4) Persons residing in a group home must not require continual medical or nursing care.
- (5) Persons who are not assisted under the tenant-based program may reside in a group home.
- (6) 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.

B. Lease and HAP contract. Sec. 982.611

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

C. State approval of group home. Sec. 982.612

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.

D. Rent and housing assistance payment. Sec. 982.613

- (1) 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.
- (2) Rent to owner: Reasonable rent limit.
 - (a) The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.
 - (b) The reasonable rent for a group home is determined in accordance with Sec. 982.503. In determining reasonable rent for the group home, the PHA must consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private facilities.
- (3) Maximum subsidy.

- disposal of human waste. The facilities must utilize an approvable public or private disposal system.
- (iii) 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.
 - (iv) Sanitary facilities in the group home must be readily accessible to and usable by residents, including persons with disabilities.
- (b) Food preparation and service.
- (i) 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.
 - (ii) 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) A stove or range, and oven;
 - (B) A refrigerator; and
 - (C) A kitchen sink with hot and cold running water. The sink must drain into an approvable public or private disposal system.
 - (iii) There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary.
 - (iv) The unit may contain private or common facilities for food preparation and service.
- (c) Space and security.
- (i) The unit must provide adequate space and security for the assisted person.
 - (ii) 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.
 - (iii) Doors and windows that are accessible from outside the unit must be lockable.
- (d) Structure and material.
- (i) 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.
 - (ii) 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

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

- C. Rent and housing assistance payment. Sec. 982.617
 - (1) 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.
 - (2) Rent to owner: Reasonable rent.
 - (a) 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.
 - (3) Maximum subsidy.
 - (b) Voucher Tenancy: The payment standard is the lower of:
 - (i) The payment standard for the family unit size; or
 - (ii) The pro-rata portion of the payment standard for the shared housing unit size.
 - (c) Live-in aide. If there is a live-in aide, the live-in aide must be counted in determining the family unit size.
 - (3) Utility allowance. The utility allowance for an assisted family residing in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.
- D. Housing quality standards. Sec. 982.618
 - (1) 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.
 - (2) 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).
- (3) 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).
- (4) Space and security: Performance requirements.
 - (a) The entire unit must provide adequate space and security for all its residents (whether assisted or unassisted).
 - (b) 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.

- A. Applicability of requirements. Sec. 982.620
- (1) Assistance for resident of manufactured home.
 - (a) A family may reside in a manufactured home with assistance under the program.
 - (b) The PHA must permit a family to lease a manufactured home and space with assistance under the program.
 - (c) The PHA may provide assistance for a family that owns the manufactured home and leases only the space. The HA is not required to provide such assistance under the program.
 - (2) Applicability.
 - (a) The HQS in Sec. 982.621 always apply when assistance is provided to a family occupying a manufactured home (under paragraph (a)(2) or (a)(3) of this section).
 - (b) Sections 982.622 to 982.624 only apply when assistance is provided to a manufactured home owner to lease a manufactured home space.
 - (3) Live-in aide.
 - (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) If there is a live-in aide, the live-in aide must be counted in determining the family unit size.

B. Housing quality standards. 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.

C. Space Rental: Rent to owner. Sec. 982.622

- (1) What is included.
 - (a) 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.

- (C) The payment standard.
- (ii) The monthly gross rent for the manufactured home space minus the minimum rent. The minimum rent is the higher of:
 - (A) 10 percent of monthly income (gross income); or
 - (B) A higher minimum rent as required by law.
- (4) Amortization cost.
 - (a) 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 percent to exclude debt service to amortize the cost of furniture, unless the PHA determines that furniture was not included in the purchase price.
 - (b) 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.
 - (c) 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.
- (5) 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.

E. Space Rental: Utility allowance schedule. Sec. 982.624

The PHA 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.

40. 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 (2) during any 12 month period. Involuntary moves resulting from natural disasters, owner option to sell or relocate to unit, PHA initiated lease terminations, and all other moves where the participant is not at fault are unrestricted.

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.)

- 5) 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
- 6) 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.
- 7) 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.
- 8) 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.

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.

2014 City of Paducah Section 8 Housing Administrative Plan

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 PHA will conduct a Housing Quality Standards (HQS) inspection and will review the independent professional inspection of the unit's major systems. The PHA 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.

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.

Length and Continuation of Assistance

- 8) 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.
- 9) While receiving homeownership assistance, no family member may have any ownership interest in any other residential property.

Assistance Payment

The PHA 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 (1) the Section 8 voucher payment standard minus the Total Tenant Payment or (2) 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.

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.

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.

Non-Routine Maintenance/Replacement Reserve

The PHA 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 PS8, 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 mortgage company or designee) by all participants receiving Section 8 Homeownership assistance from the City of Paducah Section 8 Housing Program after May1, 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.

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.

Project Selection Criteria

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

- a) Housing that serves homeless households;
- b) 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;
- c) Housing that reduces concentrations of poverty;
- d) Housing that provides opportunities to increase the diversity of neighborhoods;
- e) Housing that combines an appropriate level of support services to residents;
- f) Housing that provides opportunities for economic self-sufficiency; and
- g) Housing that maximizes the use of other funding sources and leverages the use of PHA funds.

Project Selection

The PHA 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.

Operation of Project-Based Properties

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

Project-Based Waiting List

2014 City of Paducah Section 8 Housing Administrative Plan

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.

The City of Paducah Section 8 Housing Program 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 Exhibit C.

The PHA 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:

EXHIBIT C

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0249
Exp. (05/31/2007)

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. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Purpose of Form: The Violence Against Women and Justice Department Reauthorization Act of 2005 protects qualified tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

Use of Form: A family member must complete and submit this certification, or the information that may be provided in lieu of the certification, within 14 business days of receiving the written request for this certification by the PHA, owner or manager. The certification or alternate documentation must be returned to the person and address specified in the written request for the certification. If the family member has not provided the requested certification or the information that may be provided in lieu of the certification by the 14th business day or any extension of the date provided by the PHA, manager and owner, none of the protections afforded to victims of domestic violence, dating violence or stalking (collectively "domestic violence") under the Section 8 or public housing programs apply.

Note that a family member may provide, in lieu of this certification (or in addition to it):

- (1) A Federal, State, tribal, territorial, or local police or court record, or
- (2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation.

TO BE COMPLETED BY THE VICTIM OF DOMESTIC VIOLENCE:

Date Written Request Received By Family Member: _____

Name of the Victim of Domestic Violence:

Name(s) of other family members listed on the lease:

Name of the abuser:

Relationship to Victim:

Date the incident of domestic violence occurred: _____

Time: _____

Location of Incident: _____

44. 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;

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."

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.

49. 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:

1. 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;
2. Terminate HAP contracts for families based upon the most recent executed rental agreements to the extent that remedies reduction forecast.
 - a. All terminated families due to reduced funding will be offered preference placement on waiting list to be re-assisted when adequate funding exist.

➤ 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.

51. Supported Programs (SP)

The PHA seeks to support and promote area programs designed to provide coordinated services to residents who are 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.

Supported Programs by the PHA:

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

Agenda Action Form Paducah City Commission

Meeting Date: March 11, 2014

Short Title: Compost Grinding of Tree Debris and Yard Waste Contract

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, Engr-Pub Works Proj Mgr

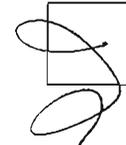
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On March 6, 2014, sealed bids were opened and read aloud for the Compost Grinding of Tree Debris and Yard Waste Contract. This contract requires the Contractor to periodically furnish all equipment, operator, tools, transportation, supplies and items necessary on an as-needed basis to grind and stack all accumulated tree debris and yard waste collected at the Compost Facility at a contract hourly rate. Two responsive bids were submitted with Central Paving Company of Paducah, Inc., submitting the lowest evaluated bid at an hourly rate of \$524.00 per hour for this work. The contract time will be for the remaining portion of the 2014 calendar year with three optional one-year term renewals if both parties agree.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Misc. Contractual / Rental
Equipment – Solid Waste Fund
Account Number: 050-2211-531-2401

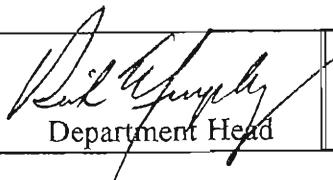

3/7/2014
Finance

Staff Recommendation:

To receive and file the bids and adopt an Ordinance authorizing the Mayor to enter into a contract with Central Paving Company of Paducah, Inc., for Compost Grinding of Tree Debris and Yard Waste at an hourly rate of \$524.00 for the remaining portion of the 2014 calendar year, and to authorize the Mayor, subsequent to the recommendation of the City Engineer-Public Works Director, the option to execute three optional one-year term renewals upon the mutual agreement of both parties.

Attachments:

Bid, Bid Tab, Advertisement, proposed Contract

 Department Head	City Clerk	City Manager
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**Agenda Action Form
Paducah City Commission**

Meeting Date: March 11, 2014

Short Title: Purchase In-Car Cameras and L3 Server Repairs

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Assistant Chief Stacey Grimes

Presentation By: Chief Brandon Barnhill

Background Information: Over the past several years, the police department has equipped its marked police cruisers with in-car cameras. The cameras have proven their worth time after time by providing evidence for court proceedings and quelling complaints of alleged officer misconduct. Digital cameras have slowly replaced the old VHS cameras. Content from the digital cameras is downloaded directly to a dedicated server housed in the police department. That server now is about seven years old and out of warranty, and in need of replacement. We can purchase a new server, required software and installation from L3, the manufacturer, for \$15,102. Additionally, we would like to purchase two in-car camera systems to replace the last two old VHS systems. The two new systems will cost \$10,121. Both purchases are sole source from L3 Communications: the cameras to match existing equipment, and the server to coordinate with all the camera systems currently on the street.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Electronic/Surveillance Equip.
Account Number: 001-1602-521-4215

 3/7/2014
Finance

Staff Recommendation: Approve the sole source purchase of two L3 in-car camera systems and a new L3 server from L3 Communications for a total of \$25,223.

Attachments:

 Department Head	City Clerk	City Manager
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Agenda Action Form Paducah City Commission

Meeting Date: March 11, 2014

Short Title: Authorizing the acquisition of real property located at 5455 Commerce Drive in Paducah and the assumption of the obligations of Paducah McCracken County Industrial Development Authority ("IDA") under a certain lease agreement dated May 31, 2013 with Macco Organiques Corporation ("Macco").

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson, City Manager

Presentation By: Jeff Pederson, City Manager

Background Information:

On April 10, 2013, City, McCracken County, GPEDC, Inc. and IDA entered into a Memorandum of Understanding ("MOU") with Macco for the relocation and development of an industrial/distribution facility at the spec building located at 5455 Commerce Drive, (the "Project Site") in Paducah. Under the MOU, City and County each agreed to commit \$1,250,000 (total of \$2.5 million) (the "Construction Allowance") for the construction of certain renovations to the spec building and site preparation in order to make the site suitable for occupation by Macco. Any cost in excess of the Construction Allowance shall be the responsibility of Macco.

Originally the Project Site was owned by IDA, however, as a result of the Construction Allowance commitment of City and County and the financing of same it is necessary for City and County to own the Project Site. Therefore, IDA has executed a deed of conveyance conveying an undivided ½ interest in the Project Site to City and County. City needs to accept this transfer.

The Project Site is currently subject to a Lease Agreement entered into on May 31, 2013 between IDA, as lessor, and Macco, as lessee. As a result of the transfer of ownership from IDA to City and County, City and County need to assume the obligations of IDA under the aforesaid lease agreement.

These transactions further the public purpose of the City to achieve long-term economic growth and employment opportunities for its citizens

Therefore, I seek approval from the City Commission to enter into and have the Mayor execute (1) the Deed of Conveyance from IDA to City and County, in substantially the same form attached hereto as Exhibit A; and (2) the Assignment Agreement from IDA, as assignor,

Agenda Action Form

to City and County, collectively, as assignee, in substantially the form attached hereto as Exhibit B.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation:

Attachments:

Department Head	City Clerk	City Manager
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Agenda Action Form Paducah City Commission

Meeting Date: March 11, 2014

Short Title: Authorizing Interlocal Cooperative Agreement with McCracken County and GPEDC, Inc., for construction of renovation to the spec building located at 5455 Commerce Drive in Paducah, in connection with a public project to be leased to Macco Organiques Corporation ("Macco").

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson, City Manager

Presentation By: Jeff Pederson, City Manager

Background Information:

On April 10, 2013, City, McCracken County, GPEDC, Inc. and IDA entered into a Memorandum of Understanding ("MOU") with Macco for the relocation and development of an industrial/distribution facility at the spec building located at 5455 Commerce Drive, (the "Project Site") in Paducah. Under the MOU, City and County each agreed to commit \$1,250,000 (total of \$2.5 million) (the "Construction Allowance") for the construction of certain renovations to the spec building and site preparation (the "Project Improvements") in order to make the site suitable for occupation by Macco. Any cost in excess of the Construction Allowance shall be the responsibility of Macco.

Originally the Project Site was owned by IDA, however, as a result of the Construction Allowance commitment of City and County and the financing of same City and County will own the Project Site. Further the City and County have assumed the obligations of IDA under the Lease Agreement entered into on May 31, 2013 between IDA, as lessor, and Macco, as lessee and subsequently assigned by IDA to the City and County. These transactions further the public purpose of the City to achieve long-term economic growth and employment opportunities for its citizens.

Also pursuant to the MOU and Lease, City and County are to supervise and oversee the construction of the Project Improvements on the Project Site. In order to accomplish this construction, City and County desire to enter into an Interlocal Cooperative Agreement with GPEDC, Inc., to establish their respective rights and duties in connection with the construction of the Project Improvements on the Project Site, all in accordance with the Interlocal Act.

Therefore, I seek approval from the City Commission to enter into and have the Mayor execute (1) the Interlocal Cooperative Agreement among City, County, and GPEDC, Inc., in

Agenda Action Form

substantially the form attached hereto as Exhibit A.

Goal: XStrong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation:

Attachments:

Department Head	City Clerk	City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: April 8, 2014

Short Title: **Transfer of 501-514 Broadway**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Steve Ervin

Presentation By: Steve Ervin /Randy Davis

This action would declare 510-514 Broadway surplus property owned by the City of Paducah and authorize the transfer of the property to the sole bidder Columbia Club, Inc. for \$1.00. The property was advertised in the Paducah Sun requesting interested parties to submit a bid. No other bids were received for this property.

Background Information: EPA has selected the Kentucky Department for Environmental Protection for a brownfields revolving loan fund grant. The Federal EPA grant received by the Commonwealth of Kentucky is being used to capitalize a revolving loan fund from which the Kentucky Department for Environmental Protection is providing loans and sub-grants to support cleanup activities for sites contaminated with hazardous substances and petroleum. Grant funds are also being used to market and oversee the revolving loan fund program. The grant includes a total of \$650,000 for hazardous substances cleanups and \$200,000 for petroleum cleanups.

The State Sub-grant Brownfield Program seeks brownfield cleanup applications from local governments and non-profits. The Kentucky Department for Environmental Protection anticipates offering three to five sub-grants, each less than \$50,000 and totaling \$140,000. Of this amount, \$105,000 will be for hazardous waste cleanups; \$35,000 will be for petroleum cleanups.

The Columbia Club, Inc., in partnership with the City of Paducah, wishes to apply for a Brownfield Sub-grant through the Kentucky Department of Environmental Protection. The application amount will be for \$50,000 with a 20% match requirement in the amount of \$10,000. Grant funds will be used to mitigate lead based paint and asbestos contamination at the Columbia Theatre.

The City of Paducah cannot be the applicant for the Brownfield Grant as the City did not conduct a phase 1 environmental review prior to taking ownership. **The intent of this agenda item is to transfer the Columbia Theater to Columbia Club, Inc. so that they may be the applicant for the Kentucky Brownfield Grant.**

The attached MOU defines ownership responsibilities of the City and Columbia Club, Inc. It should be noted that this transfer is for grant purposes only. If the grant is not received by the Columbia Club, the Theater will be transferred back to the City of Paducah. Additionally, the MOU allows for a \$10,000 cash grant to offset the costs of the Brownfield Grant match, liability insurance and additional asbestos remediation as required. The cash grant will be paid only if the Columbia Club receives the Brownfield Grant.

The attached MOU has been reviewed by Counsel. At time of writing, staff is reviewing insurance

provisions within the MOU. Changes to insurance provisions of the MOU will be provided at the City Commission meeting.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Account Name:

Account Number:

Finance

Staff Recommendation: Approval

Attachments: MOU

 Department Head	City Clerk	City Manager
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Sec. 2-668. Disposition of surplus or excess property.

1. Description of property: 501-514 Broadway

See map. (Attached)

2. Its intended use at the time of acquisition:

This lot was acquired by the City of Paducah by deed recorded in Deed Book 1028 Page 720 in 2003. The City did not have a specific use for the property at the time of the acquisition.

3. The reason why it is in the best interest of the City to dispose of the item:

The intent of this transfer of the Columbia Theater to Columbia Club, Inc. is so that they may be the applicant for a Kentucky Brownfield Grant. The City of Paducah cannot be an applicant.

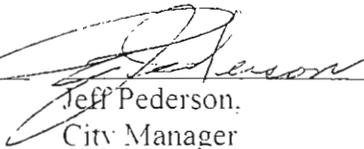
4. The method of disposition to be used:

The property will be sold to Columbia Club, Inc. She submitted a bid and offers to pay \$1.00 for the property.

Therefore, staff recommendation is that it is in the best interest of the city to declare this property surplus and approve the transfer of this property to Columbia Club, Inc.



Steve Ervin,
Director Planning Department



Jeff Pederson,
City Manager

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (this "Agreement") made and entered into on the ____ day of _____, 2014, by and between the **CITY OF PADUCAH, KENTUCKY** (the "City" or "City of Paducah"), a municipality of the second class and **COLUMBIA CLUB, INC.**, a Kentucky non-profit corporation (the "Developer").

WHEREAS, the City is the present owner of certain real estate upon which is situated the Columbia Theatre (the "Theater"), which property is located at 501-514 Broadway, in Paducah, McCracken, Kentucky, and is more particularly described on Exhibit A (the "Property"); and

WHEREAS, the Developer is seeking grants and other funds for the restoration of the Theater; and

WHEREAS, the Theater needs stabilization and immediate repairs to prevent further deterioration of the structure located on the Property; and

WHEREAS, the Theater is contaminated with asbestos and needs funds for remediation before it can be restored; and

WHEREAS, the Theater is eligible for a Kentucky Brownfield Grant if it is owned by a private entity at the time the grant is applied for; and

WHEREAS, the application for the Kentucky Brownfield Grant is due by April 18th, 2014 and title must be held by the Developer at the time the grant is filed; and

WHEREAS, in order to induce the renovation of the Theater and to provide for the eligibility for a Kentucky Brownfield Grant, the City is agreeable to conveying the Property, the Theater, and, all related improvement located on the Property to the Developer conditioned upon the satisfaction of and subject to the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the foregoing premises, and for other value consideration, the legal adequacy and sufficiency of which is hereby acknowledged by all parties hereto, the parties do covenant and agree as follows:

1. **Sale of Property.** The City covenants and agrees to sell and convey unto the Developer, and the Developer agrees to purchase and receive from City, the Property, the Theater, and all improvements, appurtenances, equipment, easements, access rights, and other ancillary rights associated with the Property. The sale and conveyance of the Property shall be subject to the terms and conditions as hereinafter defined. Additionally, all of the terms and conditions set forth in this Agreement shall survive the closing of the real estate transaction contemplated herein and shall not be merged therein. .
2. **Purchase Price.** The consideration for this conveyance of the Property shall be One Dollar (\$1.00) cash in hand paid by the Developer to the City and the satisfaction of the

commitments of the Developer as set forth in this Agreement. The purchase price shall be paid by the Developer at time of closing.

3. **Closing.** Sale and purchase contemplated by this Agreement shall be consummated in Paducah, Kentucky on or before April 11, 2014. Closing shall take place at such time and place as designated by the City. Closing costs shall be the responsibility of the City.

4. The City's Economic Incentives:

- a. The City agrees to provide a cash grant of \$10,000.00 to the Developer to defray all reasonable costs of maintaining general liability insurance as required by Section B. 1 of this Agreement and match requirements for the Kentucky Brownfield Grant (abatement of asbestos). Cash grant shall only be granted with receipt of the award of the Kentucky Brownfield Grant and submission to the City of acceptable documentation evidencing payment incurred costs by the Developer.

A. City agrees to the following:

1. Reimburse the Developer for all reasonable cost of maintaining casualty insurance as required by Section B. 2 of this Agreement upon receipt of acceptable documentation evidencing payment of the insurance by the Developer for a period of 2 year from the execution of this Agreement. This period may be extended upon the written agreement of the City in its sole discretion.
2. In the event the Kentucky Brownfield Grant is not award to the Developer with one (1) year of the execution of this Agreement, the City shall retake fee title to the Property provided, however, title to the Property is free and clear of all liens and encumbrances.
3. Assist in the administration of the Kentucky Brownfield Subgrant Program.
4. Pay all reasonable cost of serving the Property with utilities (power, gas and water) for a period of 2 years commencing upon execution of this Agreement. Developer shall transfer utilities into their name at the request of the City.
5. Reimburse the Developer for all reasonable costs associated with agreed upon items relating to the general maintenance of the Theater. The City and the Developer shall mutually agree upon the items of general maintenance to be reimbursed by the City, the items shall include, without limitation, construction projects required to prevent further degradation of the Theater. Payment shall not be made until the City receives acceptable documentation evidencing that expenses and costs have been incurred by the Developer.

B. Developer agrees to the following:

1. As long as the Developer holds title to the Property, the Developer shall maintain at its costs comprehensive general liability coverage covering the Property, under

which the City will be held harmless and named as the primary loss payee, stipulating limits of liability of not less than One Million Dollars (\$1,000,000.00) for an accident affecting any one person, and not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage. The Developer shall also provide sufficient workers' compensation coverage at statutory limits.

2. As long as the Developer holds title to the Property, the Developer shall insure the Property against loss from fire, lightning, windstorm, explosion, tornado and such other risks as designated by the City to the extent of the full insurable value of the Property. The insurance shall contain standard extended coverage endorsements and such other special endorsements as the City may require. The City shall be named as the primary loss payee under this insurance policy and in relation thereto, the City shall have the unconditional right to (i) approve the settlement of all the claims, and ensure that all settlement drafts name the City as a primary loss payee, (ii) designate how the insurance proceeds shall be applied to the repair and restoration of the Property, (iii) administer, supervise, and control the proceeds that are applied to the repair and restoration of the Property, and (iv) take whatever other action or measure the City deems necessary.
3. The Developer shall provide copies of certificates evidencing the aforesaid insurance coverages upon demand by the City. All such policies shall provide that they shall not be canceled nor coverage reduced by the insurer without first giving at least thirty (30) days' prior written notice to Landlord.
4. Act as fiscal agent for the Kentucky Brownfield Grant.
5. In the event the Kentucky Brownfield Grant is not awarded to the Developer within one (1) year of the execution of this Agreement, the Developer shall promptly reconvey, to the City, the Property, by general warranty deed, free and clear of all liens, and claims of any nature. The City shall be responsible for the customarily closing costs associated with this reconveyance.
6. Accept the award of the Kentucky Brownfield Grant and agree to diligently and fully comply with all terms and conditions for the Kentucky Brownfield Grant, including without limitation all repairs, replacements, maintenance, and restoration required thereunder to the Theater and the Property.
7. For a term of five (5) years from the date of the deed of conveyance from the City to the Developer, the Developer shall grant to the City a first of first refusal to reacquire the Property and all improvements and alterations thereto upon the following terms and conditions:
 - a. In the event the Developer should receive such bona fide offer which the Developer desires to accept, the Developer shall provide to the City a written notification of the Developer's intention to sell or lease the Property or any portion thereof. The Developer shall deliver such written notification to the City.

b. Upon receipt of such written notice, the City shall have a period of thirty (30) days to elect to acquire the Property for nominal consideration. In the event the City desires to exercise the right of first refusal, the City shall deliver to the Developer a written notice of the City's election to exercise such right by the expiration of the aforesaid thirty (30) day period. In the event the City elects to exercise its right of first refusal herein, the City and the Developer shall be bound to complete the transfer, in which case the City and the Developer shall meet to discuss and reach agreement regarding any additional terms provided, however, the Property shall be transferred to the City free and clear of all liens, encumbrances and other adverse interest.

c. If the City does not exercise its right of first refusal within the aforementioned thirty (30) day period, the Developer shall be free to accept the bona fide offer, provided that the Developer had delivered the written notice to the City pursuant to paragraph (a) hereof, and to complete the lease or sale at the price and upon the material terms and conditions set forth in said bona fide offer.

d. If the City fails to exercise its right of first refusal with respect to any bona fide offer, and for any reason the proposed sale or lease of the Property is not consummated in accordance with the material terms and conditions in the bona fide offer, the City shall thereafter have the right of first refusal with regard to any subsequent bona fide offers which are received by the Developer with respect to the Property during the term of the City's right of first refusal.

C. Miscellaneous Provisions. The following miscellaneous provisions shall apply:

1. **Assignment.** This Memorandum of Understanding 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 its 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.

2. **Merger Clause.** It is agreed and understood between the parties that this Memorandum of Understanding represents the entire and exclusive agreement between the parties and that all prior representations, covenants, warranties, understandings and agreements are merged herein. This Memorandum of Understanding may only be modified in writing executed by all parties hereto.

3. **Construction.** This Memorandum of Understanding shall be governed and construed under the laws of the Commonwealth of Kentucky.

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

5. **Amendments.** This Memorandum of Understanding may not be modified or amended unless in writing signed by both parties hereto.

6. **Execution and Delivery.** This Memorandum of Understanding shall be of no force or effect unless and until it shall have been executed by both the City and the Developer and approved by the governing body of the City of Paducah.

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

[See next page for signatures.]

WITNESS signatures of the parties as of the year and date first above written.

DEVELOPER:

CITY:

COLUMBIA CLUB, INC.

CITY OF PADUCAH, KENTUCKY

By _____
Darlene Mazzone, President

By _____
Gayle Kaler, Mayor

Date: _____

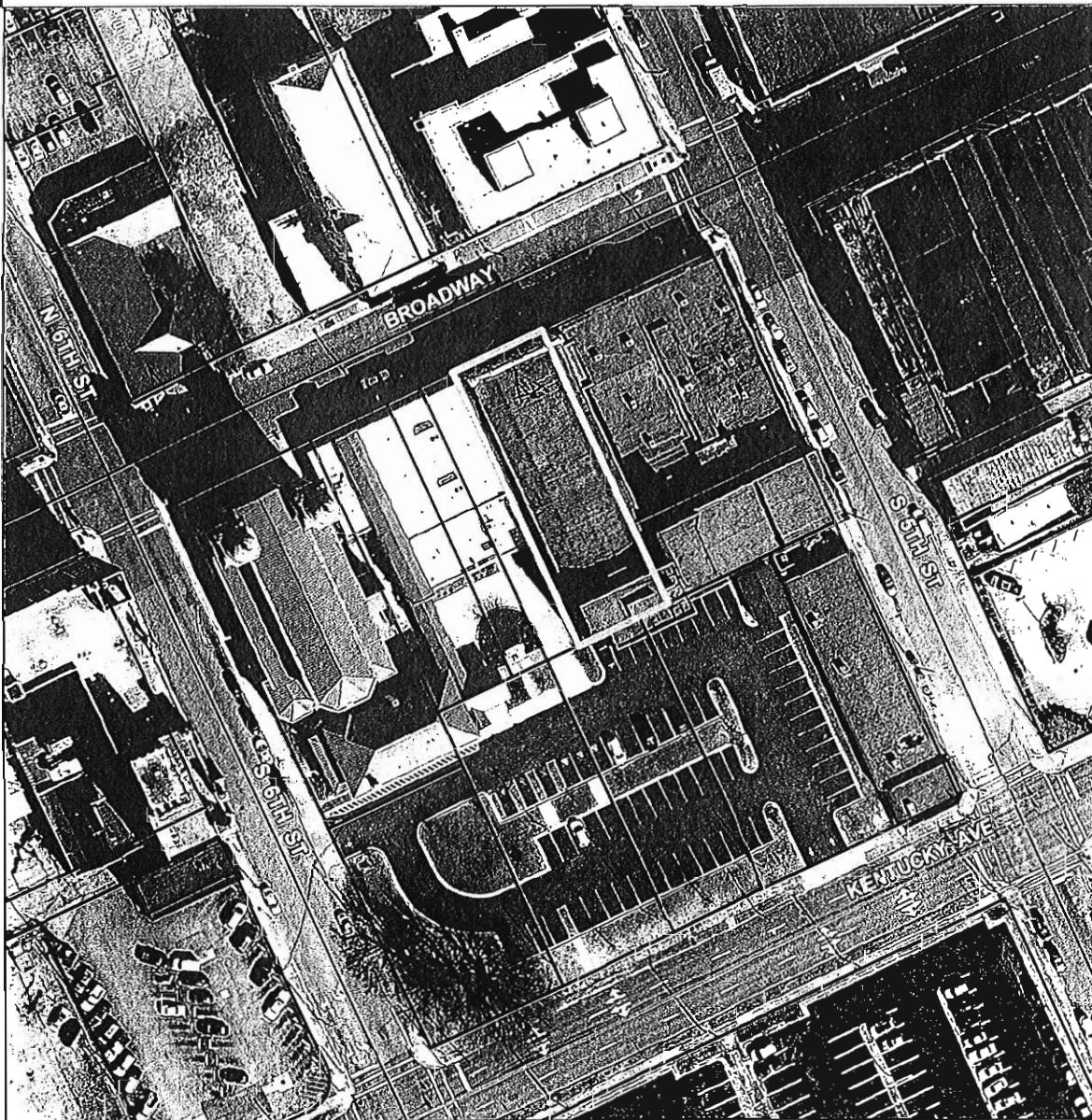
Date: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Exhibit A

510 Broadway Sale of Surplus Property

Lot Size (Acres): 0.23
Lot Dimensions: 57 X 175
Owner: City of Paducah
Zoning: B-2-T
Use: Coumbia Theater



Agenda Action Form Paducah City Commission

Meeting Date: March 25, 2014

Short Title: Noble Park Pool Engineering Change Order #2 with ICA

Ordinance Emergency Municipal Order Resolution Motion

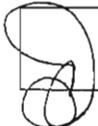
Staff Work By: Mark Thompson
Presentation By: Mark Thompson

Background Information: The original contract for the Noble Park Pool engineering with Florence & Hutcheson, now ICA, was authorized for \$98,700, Ord.2011-11-7881. However on May 8, 2012 the City chose to add the replacement of the baby pool as a portion of the project increasing the contract to \$143,200.00, Ord.2012-5-7920. The scope of the engineering has changed considerably as the project has continued. It became necessary to bid the project into three bids rather than two after the first bid came in a great deal over budget. The re-bids however saved over \$65,000 but required additional services for the coordination of three onsite contactors and the two re-bids themselves.

CO #1 in June of 2013 increased totals to \$40,995 for services increasing the contract with ICA to \$184,195.00. This is final change order closing out the engineering services of the project. The services provided in CO#2, ICA assisted the City through the mitigation process with staffing and documentation. CO# 2 totals \$13,230 making the final contract total \$197,425.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Noble Park Pool Project
Account Number: PA0095

 3/21/2014
Finance

Staff Recommendation: Approval

Attachments: Change Order #2

<i>MHT</i> Department Head	City Clerk	City Manager
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ORDINANCE 2014-4-_____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH ICA ENGINEERING, INC., F/K/A FLORENCE & HUTCHESON FOR THE NOBLE PARK POOL RENOVATION PROJECT

WHEREAS, the City approved Ordinance No. 2011-11-7881 to enter into a contract with Florence & Hutcheson in the amount of \$98,700.00 for professional engineering services for the Noble Park Pool Renovation Project; and

WHEREAS, the City approved Ordinance No. 2012-5-7920 to expand the scope of the project to include replacement of the existing wading pool and the concession area as well as the addition of hot water to the bathhouse showers, increasing the project amount for engineering services to \$143,200.00; and

WHEREAS, the City approved Change No. 1 by Ordinance No. 2013-7-8051 for an increase in the amount of \$40,995.00, to pay for additional engineering services for engineering design and procurement services for the new spray pad and additional hourly construction services for coordination and completion of the Noble Park Pool Renovation Project, increasing the total contract price to \$184,195.00; and

WHEREAS, in order to finalize the project Change Order No. 2 is required in the amount of \$13,230.00 for additional hourly construction services for additional construction engineering and inspection services (from June 30, 2013 thru December 31, 2013) required for coordination and completion of the Noble Park Pool Renovation Project, therefore, increasing the final amount to \$197,425.00.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized and directed to execute Change Order No. 2 in the amount of \$13,230.00 to pay for additional construction and engineering services for completion of the Noble Park Pool Renovation Project, increasing the total contract price to \$197,425.00.

SECTION 2. This expenditure shall be charged to project account no. PA0095.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, March 25, 2014
Adopted by the Board of Commissioners, April 8, 2014
Recorded by Tammara S. Sanderson, City Clerk, April 8, 2014
Published by The Paducah Sun, _____
\\ord\parks\chrgord 2—Noble Park Pool Renovation

CITY OF PADUCAH
PARKS DEPARTMENT
FINAL CHANGE ORDER

CHANGE ORDER NO 3

DATE March 07, 2014

NAME OF PROJECT Noble Park Pool Rehabilitation

OWNER City of Paducah, Kentucky

VENDOR ICA Engineering, Inc. (f/k/a Florence & Hutcheson, Inc.)

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

3.1 Additional Hourly Construction Services - includes additional construction engineering and inspection services (from June 30, 2013 thru December 31st) required for coordination and completion of the 3 separate construction contracts. \$ 13,230.00

TOTAL ADDITIONS \$ 13,230.00

DEDUCTIONS \$ -

CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE INCREASED BY \$ 13,230.00

ORIGINAL CONTRACT PRICE. \$ 98,700.00

CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS. \$ 184,195.00

NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE. \$ 197,425.00

APPROVALS REQUIRED


ICA Engineering, Inc.

3/7/14
DATE

PADUCAH PARKS DIRECTOR

DATE

MAYOR

DATE

CITY OF PADUCAH
PARKS DEPARTMENT
FINAL CHANGE ORDER

CHANGE ORDER NO: 3
DATE: March 07, 2014
NAME OF PROJECT: Noble Park Pool Rehabilitation
OWNER: City of Paducah, Kentucky
VENDOR: ICA Engineering, Inc. (f/k/a Florence & Hutcheson, Inc.)

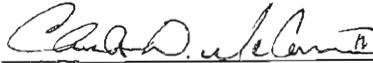
THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

3.1 Additional Hourly Construction Services - includes additional construction engineering and inspection services (from June 30, 2013 thru December 31st) required for coordination and completion of the 3 separate construction contracts. \$ 13,230.00

TOTAL ADDITIONS \$ 13,230.00
DEDUCTIONS \$ -

CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE INCREASED BY \$ 13,230.00
ORIGINAL CONTRACT PRICE: \$ 98,700.00
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS \$ 184,195.00
NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE. \$ 197,425.00

APPROVALS REQUIRED


ICA Engineering, Inc. 3/7/14
DATE

PADUCAH PARKS DIRECTOR DATE

MAYOR DATE

CITY OF PADUCAH
PARKS DEPARTMENT
FINAL CHANGE ORDER

CHANGE ORDER NO. 3
DATE March 07, 2014
NAME OF PROJECT Noble Park Pool Rehabilitation
OWNER City of Paducah, Kentucky
VENDOR ICA Engineering, Inc. (f/k/a Florence & Hutcheson, Inc.)

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

3.1 Additional Hourly Construction Services - includes additional construction engineering and inspection services (from June 30, 2013 thru December 31st) required for coordination and completion of the 3 separate construction contracts. \$ 13,230.00

TOTAL ADDITIONS \$ 13,230.00
DEDUCTIONS \$ -

CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE INCREASED BY \$ 13,230.00
ORIGINAL CONTRACT PRICE: \$ 98,700.00
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS: \$ 184,195.00
NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE \$ 197,425.00

APPROVALS REQUIRED:


ICA Engineering Inc. 3/7/14
DATE

PADUCAH PARKS DIRECTOR DATE

MAYOR DATE

Agenda Action Form Paducah City Commission

Meeting Date: March 25, 2014

Short Title: Purchase of a Rear Packer Refuse Collection Truck for use by the EPW-Solid Waste Division

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Mike Orenduff, EPW Solid Waste Supt.
Randy Crouch, EPW Maintenance Supt.
Angela Weeks, EPW Project Mgr
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On March 18, 2014, the City of Paducah Engineering-Public Work's Department received and opened sealed bids for the purchase of a new Rear Packer Refuse Collection Truck for use by the Solid Waste Division. Two responsive bids were received, with TAG Truck Center, LLC submitting the lowest evaluated bid in the amount of \$157,677.00. The estimated time for delivery of the new truck will be 160 days after contract execution.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Rolling Stock / Vehicle Heavy
Account Number: 050-2209-531-4007

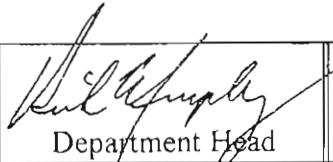
 3/24/2014
Finance

Staff Recommendation:

To receive and file the bids and adopt an Ordinance authorizing the Mayor to enter into a contract with TAG Truck Center, LLC in the amount of \$157,677.00 for the purchase of a new Rear Packer Refuse Collection Truck to be used by the Solid Waste Collection System.

Attachments:

Ad, Original Bid Proposals, Bid Tab and Proposed Contract

 Department Head	City Clerk	City Manager
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ORDINANCE NO. 2014-4-__

AN ORDINANCE ACCEPTING THE BID FOR SALE TO THE CITY OF ONE REAR PACKER REFUSE COLLECTION TRUCK, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of TAG Truck Center, LLC, in the amount of \$157,677.00, for sale to the City of one rear packer refuse collection truck, for use by the Solid Waste Division of the Public Works Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of TAG Truck Center, LLC, of March 18, 2014.

SECTION 2. The Mayor is hereby authorized to execute a contract with TAG Truck Center, LLC, for the purchase of one rear packer refuse collection truck, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to the Rolling Stock/Heavy Vehicle account.

SECTION 4. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, March 25, 2014
Adopted by the Board of Commissioners, April 8, 2014
Recorded by Tammara S. Sanderson, City Clerk, April 8, 2014
Published by The Paducah Sun, _____
ord\pworks\truck -rear packer 2014

CITY OF PADUCAH
ENGINEERING-PUBLIC WORKS DEPARTMENT

REAR PACKER REFUSE COLLECTION TRUCK
FOR USE BY THE SOLID WASTE COLLECTION SYSTEM
BID OPENING: 2:00 p.m. CST on Tuesday, March 18, 2014

OFFICIAL BIDDER OF RECORD	Tag Truck Center David Hoelscher 215 Campbell Drive Calvert City, KY 42029 Phone: 270-395-8200	Stringfellow, Inc. Mark Dodds 9053 Fern Creek Road Louisville, KY 40291 Phone: 502-773-1350	McBride Mack David Craig 155 McBride Lane Paducah, KY 42002-2620 Phone: 270-442-7545	Best Equipment Charles Parsley 5550 Poindexter Drive Minneapolis MN 46325 1-800-372-2378
Chassis - Cab	Freightliner 108SD 2015	Freightliner, 108SD 2015		
Body	Heil 5000	Heil 5000-20 2014		
Delivery Time:	160 Days from Award	180-210 Days		
Location of Maintenance Facility:	Calvert City, KY	Nashville, TN		
Submittals Required with Bid:				
Compliance with Technical Specifications	Yes	Yes		
Any Exceptions - Listed on a Separate Sheet	None	None		
Manufacturer Specifications	Yes	Yes		
Bidder's Certification	Yes	Yes		
TOTAL BID	\$157,677.00	\$158,000.00	NO BID	NO BID
Responsive & Responsible Bidder:	Yes	Yes		

OWNER EVALUATION OF BIDS:

BIDDERS OVERALL TOTAL SCORE:	10	9.942		
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PREFERENCE TO KENTUCKY BIDDERS:

State Bidder is Resident	Kentucky	Tennessee		
If Not KY Resident - Preference given	n/a	None		
Addition Reciprocal Preference for KY Bidders	n/a	n/a		
BID RECOMMENDED FOR ACCEPTANCE	Yes	No		

**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT TO PURCHASE A
REAR PACKER REFUSE COLLECTION TRUCK**

THIS AGREEMENT, made this _____ day of _____, 2014 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **TAG TRUCK CENTER, LLC**, hereinafter called the **VENDOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide a **Rear Packer Refuse Collection Truck** to be used by the Engineering-Public Works Department, Solid Waste Division in full compliance with the Bid Proposal Dated March 14, 2014 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the **Rear Packer Refuse Collection Truck** within **160** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following Contract Unit Price, subject to additions and deductions provided therein: **One Hundred Fifty Seven Thousand Six Hundred and Sixty Seven Dollars and no Cents (\$157,667.00)** as quoted in the aforementioned Bid Proposal by the Vendor,

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF: The parties hereto have executed this Agreement, the day and year first above written.

TAG TRUCK CENTER, LLC

BY _____
TITLE _____

ADDRESS:
215 Campbell Drive
Calvert City, Kentucky 42029

CITY OF PADUCAH, KENTUCKY

BY _____
Gayle Kaler, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

Agenda Action Form Paducah City Commission

Meeting Date: March 25, 2014

Short Title: City Manager Employment Agreement Extension

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson
Presentation By: Jeff Pederson

Background Information:

An Employment Agreement between City Manager Jeffrey A. Pederson, and the City of Paducah was signed on December 7, 2010. The Agreement was amended by Ordinance on December 20, 2011, subsequent to a Performance Review conducted by the City Commission.

As a result of a Performance Review conducted during November 2013, the City Commission and Mr. Pederson have agreed to renew Pederson's Employment Agreement for a three-year period, commencing December 7, 2013, through December 7, 2016.

Other sections of the Agreement are amended as follows:

- Section 4 adjusts the City Manager's salary to \$150,000 annually.
- Section 6 adjusts the City Manager's annual vacation accrued to twenty (20) days

Staff Recommendation: Approve the Extension of the City Manager's Employment Agreement with changes in Section 4 and Section 6, through December 7, 2016.

Attachments: City Manager's Employment Agreement Extension
 Ordinance

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2014-4-_____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ADDENDUM NO. 2 TO THE AGREEMENT TO EMPLOY JEFFREY A. PEDERSON AS PADUCAH CITY MANAGER

WHEREAS, by Ordinance No. 2010-10-7750 the City of Paducah approved the execution of an agreement with Jeffrey A. Pederson for employment as City Manager; and

WHEREAS, by Ordinance No. 2011-12-7894, the City of Paducah approved an Addendum to the Employment Agreement; and

WHEREAS, following a successful performance appraisal, the City Commission wishes to renew the agreement and amend it to reflect a term increase effective December 7, 2013 to December 7, 2016; a salary increase to \$150,000 annually; and an increase in annual vacation to 20 days; and

WHEREAS, it is now necessary for the City to adopt an ordinance to clarify and confirm the amended agreement.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

Section 1. The City Commission does hereby approve Addendum No. 2 to the employment agreement with Jeffrey Pederson as attached hereto and authorizes the Mayor to execute said addendum.

Section 2. This ordinance shall be read on two separate days and will be published by summary pursuant to KRS Chapter 424.

MAYOR

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, March 25, 2014
Adopted by the Board of Commissioners, April 8, 2014
Recorded by Tammara S. Sanderson, City Clerk, April 8, 2014
Published by The Paducah Sun, _____
\\ord\addendum-city manager 2014

**ADDENDUM NO. 2 TO AGREEMENT TO EMPLOY JEFFREY A.
PEDERSON
AS PADUCAH CITY MANAGER**

WHEREAS, the City of Paducah, Kentucky, a Municipal Corporation, hereinafter referred to as "Employer" and Jeffrey A. Pederson, hereinafter called "Employee" entered into an employment agreement on December 7, 2010, and was adopted by Ordinance No. 2010-10-7750; and

WHEREAS, the parties are now desirous of amending certain sections of said agreement:

NOW, THEREFORE, the parties agree as follows:

1. Section 2 shall be amended as follows:

The term of this amended agreement shall be effective December 7, 2013 to December 7, 2016.

2. Section 4 A., Compensation, shall be amended as follows:

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$150,000 payable in installments at the same time that the other management employees of the Employer are paid.

3. Section 6 A. Vacation and Sick Leave shall be amended as follows:

A. Employee shall be granted 20 days of vacation time annually through the term of this agreement.

All remaining terms and conditions of the original employment contract dated December 7, 2010, and addendum dated December 21, 2011, shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Commissioners of the City of Paducah has caused this Addendum to the Employment Agreement to be executed on its behalf by the City's Mayor, and Jeffrey A. Pederson, executed this Agreement as City Manager on this the ____ day of _____, 2014.

GAYLE KALER, MAYOR
City of Paducah, Kentucky

JEFFREY A. PEDERSON

ATTEST:

TAMMARA SANDERSON
City Clerk