



CITY COMMISSION MEETING
AGENDA FOR MARCH 10, 2015
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION –

PLEDGE OF ALLEGIANCE- Palmer Stroup, PTHS Junior

ADDITIONS/DELETIONS

SWEARING IN CEREMONY FOR NEW POLICE OFFICERS – Judge Clymer

PRESENTATION: Employee Recognition for 25 Years of Service – City Manager

REPORT: Paducah-McCracken County Joint Sewer Agency Update – J. Hodges

	I.	<u>MINUTES</u>
	II.	<u>MOTIONS</u>
		A. R & F Documents
	III.	<u>RESOLUTION</u>
		A. Intent for 911 Emergency Communications Center
	IV.	<u>MUNICIPAL ORDER</u>
		A. Personnel Actions
		B. Paducah Water 24” Transmission Main Project – JASON PETERSEN, PADUCAH WATER
		C. Application for a Law Enforcement Service Fee Grant – POLICE CHIEF BARNHILL
		D. Approval of 5 year Plan for Section 8 – D. FUGATE
		E. Approve Revised Utility Allowance – D. FUGATE
		F. Approve Revised Administrative Plan – D. FUGATE
	V.	<u>ORDINANCES – ADOPTION</u>
		A. Accept Grant Funds for a Roadside Drug Testing Pilot Program – POLICE CHIEF BARNHILL
		B. Make Payment to PED for Costs Associated with the Remodel of the former Chamber building (\$75,000) – CITY MGR

	VI.	<u>ORDINANCES – INTRODUCTION</u>
		A. Establish New Small Business Grant Ordinance – S. ERVIN
		B. Accept Grant Funds for the Greenway Trail Phase IV – R. MURPHY
		C. 2015 – 2016 Equipment Rental Contract – R. MURPHY
		D. 2015-2016 Resurfacing Contract – R. MURPHY
		E. 2015-2016 Limestone Contract – R. MURPHY
	VII.	<u>CITY MANAGER REPORT</u>
	VIII.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	IX.	<u>PUBLIC COMMENTS</u>
	X.	<u>EXECUTIVE SESSION</u>

FEBRUARY 24, 2015

At a Regular Meeting of the Board of Commissioners, held on Tuesday, February 24, 2015, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street. Mayor Pro Tem Rhodes presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Gault, and Mayor Pro Tem Rhodes (3). Commissioner Wilson and Mayor Kaler were absent (2).

INVOCATION

Pastor Lynn Shurly, of First Presbyterian Church, gave the invocation.

MINUTES

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the reading of the Minutes for February 10, 2015, 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, and Mayor Pro Tem Rhodes (3).

APPOINTMENT

PADUCAH-McCRACKEN COUNTY URBAN RENEWAL & COMMUNITY DEVELOPMENT AGENCY

Mayor Pro Tem Rhodes made the following reappointments: "WHEREAS, upon the recommendation of Mayor Kaler, I move that the Board of Commissioners reappoint Bob Wade and Lenny Powley as members of the Paducah-McCracken County Urban Renewal & Community Development Agency. These terms will expire February 23, 2019."

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners approve the recommendation of Mayor Kaler in reappointing Bob Wade and Lenny Powley as members of the Paducah-McCracken County Urban Renewal & Community Development Agency.

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

MOTION

R & F DOCUMENTS

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

DOCUMENTS

1. Certificates of Liability Insurance:
 - a. Ray Black & Son, Inc.
 - b. Circle P Enterprises, LLC
 - c. Central Paving Co. of Paducah, Inc.
 - d. A & K Construction, Inc.
 - e. Quint Utilities & Excavating, Inc.
2. Right of Way Bond for Quint Utilities & Excavating, Inc.
3. Notice of Cancellation for the Board of Commissioners of the City of Paducah for February 17, 2015
4. Commissioner's Deeds:
 - a. 1418 Walter Jetton Boulevard
 - b. 913 South 11th Street
5. Contracts/Agreements:
 - a. Memorandum of Understanding with Greater Paducah Sustainability Project ("GPSP") for recycling services (CM Approval)
6. Declaration of a Local State of Emergency for the City of Paducah and McCracken County beginning February 15, 2015
7. Luther F. Carson Four Rivers Center Annual Report for 2013-2014
8. City of Paducah Department of Finance Financial Report for period ending December 31, 2014

BIDS FOR PLANNING DEPARTMENT

Properties at 603 & 605 North 16th Street

1. Harland Brazier *
* denotes winning bids

FEBRUARY 24, 2015

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

MUNICIPAL ORDERS
PERSONNEL ACTIONS

Commissioner Gault offered motion, seconded by Commissioner Abraham, that 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.

(SEE MUNICIPAL ORDER BOOK)

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

**AMEND THE POSITION AND PAY SCHEDULE TO CREATE THE POSITION OF
CRIME ANALYST FOR THE POLICE DEPARTMENT**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that a Municipal Order entitled, "A MUNICIPAL ORDER AMENDING SECTIONS (F) POLICE DEPARTMENT TO DELETE THE POSITION OF INVESTIGATIVE ASSISTANT AND CREATE THE POSITION OF CRIME ANALYST OF THE FY2014-2015 POSITION AND PAY SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY," be adopted.

Adopted on call of the roll, yeas. Commissioners Abraham, Gault, and Mayor Pro Tem Rhodes (3). M.O.#1817; BK 9

ADOPT THE FY2014-2015 PAY GRADE SCHEDULE

Commissioner Gault offered motion, seconded by Commissioner Abraham, that a Municipal Order entitled, "A MUNICIPAL ORDER ADOPTING THE FY 2014/2015 PAY GRADE SCHEDULE FOR THE CITY OF PADUCAH EMPLOYEES," be adopted.

Adopted on call of the roll, yeas. Commissioners Abraham, Gault, and Mayor Pro Tem Rhodes (3). M.O.#1818; BK 9

**APPLICATION FOR 2015 HIGHWAY SAFETY GRANT – TRAFFIC
ENFORCEMENT**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION AND ALL DOCUMENTS NECESSARY FOR A 2015/2016 REIMBURSEMENT GRANT IN THE AMOUNT OF \$56,564.80 THROUGH THE KENTUCKY OFFICE OF HIGHWAY SAFETY FOR SPECIFIC TRAFFIC ENFORCEMENT ACTIVITIES FOR THE PADUCAH POLICE DEPARTMENT" be adopted.

Adopted on call of the roll, yeas. Commissioners Abraham, Gault, and Mayor Pro Tem Rhodes (3). M.O.#1819; BK 9

**APPLICATION FOR 2015 HIGHWAY SAFETY GRANT – IN-TEXTICATED
PROGRAM**

Commissioner Gault offered motion, seconded by Commissioner Abraham, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION AND ALL DOCUMENTS NECESSARY FOR A REIMBURSEMENT GRANT IN THE AMOUNT OF \$26,782.50 THROUGH THE KENTUCKY OFFICE OF HIGHWAY SAFETY FOR PRESENTATION OF THE "HEADS UP DON'T BE IN-TEXTICATED" PROGRAM BY THE PADUCAH POLICE DEPARTMENT", be adopted.

Adopted on call of the roll, yeas. Commissioners Abraham, Gault, and Mayor Pro Tem Rhodes (3). M.O.#1820; BK 9

**APPLICATION FOR 2015 KY OFFICE OF HOMELAND SECURITY LEPP
GRANT FOR BODY ARMOR VESTS**

Commissioner Abraham offered motion, seconded by Commissioner Gault, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO OBTAIN A 2015 KENTUCKY BODY ARMOR REIMBURSEMENT GRANT THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY, LAW ENFORCEMENT PROTECTION

FEBRUARY 24, 2015

PROGRAM, IN THE AMOUNT OF \$23,940 TO BE USED FOR THE PURCHASE OF BODY ARMOR BY THE PADUCAH POLICE DEPARTMENT," be adopted.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, and Mayor Pro Tem Rhodes (3). M.O.#1821; BK 9

ORDINANCES – ADOPTION

RATIFY CONTRACT FOR STRATEGIC HEALTH RISK ADVISOR AND STRATEGIC BENEFIT PLACEMENT SERVICES

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE RATIFYING AND APPROVING THE MAYOR'S EXECUTION OF A CONTRACT FOR A STRATEGIC HEALTH RISK ADVISOR & STRATEGIC BENEFIT PLACEMENT SERVICES WITH PEEL & HOLLAND FINANCIAL GROUP FOR ADMINISTRATION OF THE CITY OF PADUCAH'S HEALTH INSURANCE." This ordinance is summarized as follows: The City of Paducah hereby ratifies the execution of a contract for a Strategic Health Risk Advisor and Strategic Benefit Placement Services with Peel & Holland Financial Group, in the amount of \$71,900.00, payable in four equal installments of \$17,975 each, for administration services pertaining to the administration of the City of Paducah's health insurance. An additional fee of \$200 per hour, subject to a minimum retainer of \$5,000.00, will be charged for services requested by the City or the City's legal counsel for issues that arise in connection with employer and employee bargaining, legal matters, disputes or other similar issues. This contract is for the 2015 calendar year.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, and Mayor Pro Tem Rhodes (3). ORD.#2015-2-8214; BK 34

AUTHORIZE PURCHASE OF 2015 ½ TON PICKUP TRUCK FOR USE BY THE FIRE DEPT. PREVENTION DIVISION

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE ACCEPTING THE BID FOR SALE TO THE CITY OF ONE HALF-TON FULL SIZE PICK UP TRUCK, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This ordinance is summarized as follows: The City of Paducah accepts the bid of Linwood Motors in the total amount of \$31,246.00, for one half-ton full size pick-up truck for use in the Fire Dept.-Fire Prevention Division, and authorizing the Mayor to execute a contract for same.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, and Mayor Pro Tem Rhodes (3). ORD.#2015-2-8215; BK 34

DOWNTOWN AND MARKET HOUSE HISTORIC DISTRICT ASSESSMENT AND REASSESSMENT MORATORIUM

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE REPEALING ARTICLE II, PROPERTY ASSESSMENT AND REASSESSMENT MORATORIUM OF CHAPTER 106, TAXATION OF THE CODE OF ORDINANCES AND RE-CREATING CHAPTER 106, ARTICLE II, ESTABLISHING AND APPROVING THE DOWNTOWN AND MARKET HOUSE HISTORIC DISTRICT ASSESSMENT AND REASSESSMENT MORATORIUM FOR CITY OF PADUCAH TAXES, AND AUTHORIZING THE DIRECTOR OF PLANNING TO ADMINISTER THE PROGRAM." This ordinance is summarized as follows: This Ordinance authorizes the City of Paducah, Kentucky (the "City") to repeal Chapter 106, Article II of the Code of Ordinances and re-create Chapter 106, Article II establishing the Downtown and Market House Historic District Assessment and Reassessment Moratorium for qualifying units of real property pursuant to KRS. 99.595 through 99.605 and KRS 132.452, in order to encourage the repair, rehabilitation, restoration or stabilization of existing real property in certain target areas of the City of Paducah.

Adopted on call of the roll, yeas, Commissioners Abraham, Gault, and Mayor Pro Tem Rhodes (3). ORD.#2015-2-8216; BK 34

FEBRUARY 24, 2015

AMEND SIGN REGULATION ORDINANCE

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners adopt an ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 126, ZONING OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY." This ordinance is summarized as follows: The City of Paducah hereby amends Chapter 126-76, Sign Regulations of Chapter 126, Zoning, of the Code of Ordinances of the City of Paducah to allow projecting signs in cases where buildings are within one foot of the property line for the B-1 and B-3 Zones; to change the height and size for directional signage in various zones for commercial businesses; to allow for awning signs to be the same dimensions as wall signs in the B-2-T Zone; to allow awnings to be used as wall signs in the B-1, B-2, B-3, M-1, M-2, M-3 and HBD Zones and follow the same 20% requirement; to add regulations for the A-1 Civic Center Zone, and to clarify enforcement procedures.

Adopted on call of the roll, yeas. Commissioners Abraham, Gault, and Mayor Pro Tem Rhodes (3). ORD.#2015-2-8217; BK 34

ORDINANCES – INTRODUCTION

ACCEPT GRANT FUNDS FOR A ROADSIDE DRUG TESTING PILOT PROGRAM

Commissioner Gault offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE RATIFYING AND APPROVING THE MAYOR'S EXECUTION OF A GRANT AGREEMENT AND ALL DOCUMENTS RELATING THERETO WITH THE KENTUCKY OFFICE OF HIGHWAY SAFETY, A DIVISION OF THE KENTUCKY TRANSPORTATION CABINET, FOR FUNDING FOR THE ROADSIDE DRUG TESTING PILOT PROGRAM THROUGH THE PADUCAH POLICE DEPARTMENT." This ordinance is summarized as follows: The City of Paducah hereby ratifies and approves the Mayor's execution of a Grant Agreement and all documents relating thereto with the Kentucky Office of Highway Safety, a division of the Kentucky Transportation Cabinet, to accept funds in the amount of \$25,000 for the Roadside Drug Testing Pilot Program handled through the Paducah Police Department. This grant does not require any local cash or in-kind match.

MAKE PAYMENT TO PADUCAH ECONOMIC DEVELOPMENT (GPEDC) FOR COSTS ASSOCIATED WITH THE REMODEL OF THE FORMER CHAMBER BUILDING

Commissioner Abraham offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO PADUCAH ECONOMIC DEVELOPMENT FOR RENOVATION OF THE FORMER COMMERCE CENTER LOCATED AT 401 KENTUCKY AVENUE FOR USE AS A CALL CENTER FOR TELETECH, INC." This ordinance is summarized as follows: That the City of Paducah hereby authorizes the Finance Director to make payment to Paducah Economic Development in the amount of \$75,000, for renovations to the former Commerce Center now used as a call center for Teletech, Inc., located at 401 Kentucky Avenue. Monies for the payment will be drawn from the City's half cent payroll tax investment fund.

CITY MANAGER REPORT

- City Manager Jeff Pederson says a day trip to St. Louis is being arranged for next Tuesday for Commissioner Allan Rhodes, Engineering-Public Works Operations Manager Chris Yarber, Public Information Officer Pam Spencer, and him to visit the Republic Services recycling processing facility. Plans are underway for Republic to offer a recycling drop point in Paducah as the City works on a possible plan to transition to curbside recycling. GPS-Recycle Now plans to cease its collection of recyclables at its North 8th Street facility later next month.
- The public may have noticed additional barricades around the building at 432 Broadway. The City is actively engaged with the building's owner to assess the structure. A structural engineer is expected to review the building tomorrow with a recommendation to be forthcoming.
- Pederson and the elected officials recognized the efforts of the city workforce during last week's snowfall. Pederson also acknowledged the assistance by the Paducah-McCracken County Joint Sewer Agency (JSA) and the community to clear storm inlets before last Friday and Saturday's rain.

FEBRUARY 24, 2015

- Next City Commission Meeting (Workshop) on March 3 will be cancelled.

MAYOR AND COMMISSIONER COMMENTS

The Commissioners commended city employees for their hard work during the snow storm that hit on February 15, 2015. The city received 12 inches of snow within 12 hours and had temperatures in the single digits for the next week.

PUBLIC COMMENTS

No comments were given.

Upon motion the meeting adjourned.

ADOPTED: MARCH 10, 2015

City Clerk

Mayor

March 10, 2015

I move that the following documents and bids be received and filed:

DOCUMENTS

1. Certificates of Liability Insurance:
 - a. Wilkins Construction Company, Inc.
 - b. MP Lawson Construction, LLC
 - c. Crouch Building Associates, Inc.

2. Notice of Cancellation for the Board of Commissioners of the City of Paducah for March 3, 2015

3. Contracts/Agreements:
 - a. Grant Agreement with the Kentucky Department of Fish and Wildlife Resources for construction of a transient boat dock (ORD # 2014-09-8186)
 - b. Grant Agreement with the Kentucky Office of Homeland Security for an emergency generator for the Paducah Police Department (ORD # 2015-01-8211)
 - c. Law Enforcement Protection Program (LEPP) Grant Agreement with the Kentucky Office of Homeland Security for body armor for the Paducah Police Department (ORD # 2015-01-8212)
 - d. Contract with Peel & Holland Financial Group for Strategic Health Risk Advisor & Strategic Benefit Placement Services (ORD # 2015-02-8214)

4. Paducah Water Works Financial Highlights for month ended January 31, 2015

BIDS FOR ENGINEERING-PUBLIC WORKS DEPARTMENT
Limestone Contract for 2015-2016

1. Pine Bluff *

Street Resurfacing Program for 2015-2016

1. Jim Smith Contracting, LLC *

Equipment Rental for 2015-2016

1. Central Paving Company *
2. Danny Cope & Sons Excavating, LLC

* Denotes Recommended Bid

Agenda Action Form Paducah City Commission

Meeting Date: March 10, 2015

Short Title: 911 Resolution

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson
Presentation By: Jeff Pederson

Background Information:

Following receipt of the results of an operational study in March of 2014, the Board of the 911 Emergency Communications Center reviewed the option of contracting with Kentucky State Police Post #1 for emergency dispatch services for Paducah and McCracken County. An Executive Committee of the 911 Board was split on its support for contracting the service out to KSP, and subsequently Fire Chief Kyle and Police Chief Barnhill made a presentation to the City Commission during which concerns were raised about the completeness of information about the KSP option as well as for the loss of benefits of local-based service.

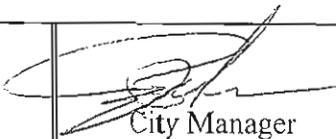
A Joint Workshop of the City Commission and the McCracken Fiscal Court was held on February 3, 2015 during which representatives of KSP appeared to give a brief background on the prospective contract as well as to answer questions.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Staff Recommendation:

That the Board of Commissioners express its desire to retain the local McCracken County/City of Paducah Emergency Communications Center and that the Board proceed with further consideration of recommendations of the 2014 Operational Study.

Attachments: Resolution

Department Head	City Clerk	 City Manager
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RESOLUTION

A RESOLUTION OF INTENT OF THE CITY COMMISSION TO RETAIN THE CITY/COUNTY 911 EMERGENCY COMMUNICATIONS CENTER AND TO PROCEED WITH RECOMMENDATIONS OF THE 2014 OPERATIONAL REVIEW

- WHEREAS, in 1991 the McCracken County Fiscal Court and the City of Paducah entered into an Interlocal Agreement to create and operate a local Public Safety Answering Point and 911 Emergency Communications Center to meet the needs of its residents for emergency services communications and dispatch; and
- WHEREAS, operational issues and budget challenges created an awareness of the need to strengthen the operation in order to insure its long-term viability and effectiveness; and
- WHEREAS, in 2013 the Paducah-McCracken County Emergency Services Communications Board commissioned from a qualified consultant an independent analysis of the operations, technology, governance, facilities, and staffing of the Center that involved input from Board Members, staff, and other stakeholders of the Center; and
- WHEREAS, in March of 2014 the Report by Almont Associates containing a series of recommendations including staffing models was presented to the Paducah-McCracken County Emergency Services Communications Board, McCracken County Fiscal Court, and City Commission; and
- WHEREAS, subsequent to the release of the Report, the Paducah-McCracken County Emergency Services Communications Board engaged in a process to review a proposal for the Kentucky State Police to provide 911 services to Paducah and McCracken County that culminated in an appearance by representatives of KSP before a Joint Meeting of the McCracken County Fiscal Court and the City Commission; and
- WHEREAS, following the review by the Paducah-McCracken County Emergency Services Communications Board a presentation was made to the City Commission by Police Chief Barnhill and Fire Chief Kyle in which concerns were expressed for the incompleteness of cost projections of the KSP Proposal as well as for differences between the KSP Proposal and the current local-based operation in the delivery of services and the level of inter-agency communications; and
- WHEREAS, it is the belief of the City Commission that sufficient time and resources have been given to review the KSP Proposal to make the determination that the KSP proposal is not a desirable model to replace the current 911 operation.

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

SECTION 1. That the City supports the continuation of the 911 Interlocal Agreement between McCracken County Fiscal Court and the City of Paducah that created the local 911 Emergency Communications Center, and that the Board of the 911 Emergency Communications Center proceed with due diligence in the further consideration and implementation of recommendations of the 2014 Operational Review of the 911 Center.

SECTION 2. This Resolution shall be in full force and effect from and after its adoption.

Mayor

ATTEST:

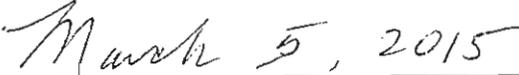
Tammara S. Sanderson, City Clerk

CITY OF PADUCAH
March 10, 2015

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



City Manager's Signature



Date

CITY OF PADUCAH
PERSONNEL ACTIONS
March 10, 2015

TERMINATIONS - FULL-TIME (F/T)

<u>EPW - SOLID WASTE</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Lykins, Jennifer F	ROW Maintenance Person	Termination	February 20, 2015

**A MUNICIPAL ORDER APPROVING AND AUTHORIZING
PADUCAH WATER TO OBTAIN LOAN ASSISTANCE TO
UPGRADE ITS DRINKING WATER INFRASTRUCTURE**

WHEREAS, the Commissioners of Waterworks (hereinafter "Paducah Water") is a political subdivision of the Commonwealth of Kentucky and an agency of the City of Paducah, Kentucky (hereinafter "the City") duly established and empowered pursuant to KRS 96.320 to manage on behalf of the City the municipal water system of the City of Paducah, as codified in the Code of Ordinances of the City of Paducah, Section 114-298; and

WHEREAS, Paducah Water is authorized to establish, erect, construct, acquire, own, maintain, and operate the municipal water system, together with extensions and necessary appurtenances thereto, within or without the corporate limits of the City; and

WHEREAS, Paducah Water has determined that for purposes of continuing to provide an adequate and reliable drinking water supply to its customers in the City of Paducah and McCracken County, Kentucky, it is necessary to upgrade its system by and through the completion of the 24" Main Transmission Project (hereinafter "the Project"); and

WHEREAS, in order to complete the Project, it will be necessary for Paducah Water to obtain loan assistance in the amount of \$4.493 million; and

WHEREAS, under the terms of the Safe Drinking Water Act Amendments of 1996 (Public Law 104-182) and amendments to KRS 224A, the State is authorized to render financial assistance to eligible project applicants by way of capitalization grants from the U. S. Environmental Protection Agency and State match funds comprising the Federally Assisted Drinking Water Revolving Fund (State Revolving Loan Program). The program is established to aid in the construction of drinking water treatment facilities improvements and certain related facilities with consideration for approval to be based on applications submitted through the Kentucky Energy and Environment Cabinet and the Kentucky Infrastructure Authority; and

WHEREAS, the improvements proposed for construction by Paducah Water within the McCracken County area are considered eligible for such loan assistance; and

WHEREAS, in order for Paducah Water to complete the Project and obtain loan assistance, the Kentucky Infrastructure Authority has asked the City of Paducah, because many of the assets used and owned by Paducah Water are titled in the name of the City of Paducah, to approve the project and loan assistance from Kentucky Infrastructure Authority which was approved by the Commissioners of Waterworks; and,

WHEREAS, it is beneficial for the City of Paducah for Paducah Water to complete the Project.

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

Section 1. The City of Paducah hereby approves of the 24" Main Transmission Project proposed by Paducah Water and specifically approves of Paducah Water applying for the loan assistance, as described herein, which it has deemed necessary to complete the project.

Further, Paducah Water's General Manager, Bill Robertson, PE, and/or the Mayor of the City of Paducah, Gayle Kaler, may execute any and all documents which are necessary and/or convenient in the premises in order for Paducah Water to complete the project and for loan assistance described herein.

Section 2. This Order shall be in full force and effect on and after the date of approved by the Board of Commissioners of the City of Paducah, Kentucky.

GAYLE KALER, MAYOR

ATTEST:

City Clerk

Adopted by the Board of Commissioners, March 10, 2015

Recorded by City Clerk, March 10, 2015

\mo\PPW-loan-drinking water infrastructure 3-2015

**Agenda Action Form
Paducah City Commission**

Meeting Date: 10 March 2014

Short Title: 2015-2016 Law Enforcement Service Fee (LSF) Grant Application

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Wesley Orazine, Sheryl Chino
Presentation By: Chief Brandon Barnhill

Background Information: The Police Department is requesting the submittal of a Law Enforcement Service Fee (LSF) Grant Application to the Kentucky Justice Cabinet in order to operate a one year DUI Enforcement Program.

The LSF program will reimburse the city for 100% of approved overtime personnel costs, mileage up to 100 miles per nine (9) hour shift. The Police Department proposes to submit an application for 150 hours of overtime for nine (9) officers at an average rate of \$49.59 per hour. The Paducah Police Department is requesting \$8,114 from the 2015-2016 LSF program. No match is required. The grant period will be July 1, 2015 to June 30, 2016.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
 Account Number:
 Project Number:

Finance

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

Attachments: None

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION AND ALL DOCUMENTS NECESSARY TO OBTAIN A 2015/2016 LAW ENFORCEMENT SERVICE FEE GRANT IN AN AMOUNT UP TO \$8,114.00 FROM THE KENTUCKY JUSTICE CABINET FOR THE PADUCAH POLICE DEPARTMENT TO OPERATE A ONE-YEAR DUI ENFORCEMENT PROGRAM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application and all documents necessary to obtain a 2015/2016 Law Enforcement Service Fee grant in an amount up to \$8,114.00 from the Kentucky Justice Cabinet for the Paducah Police Department to operate a one-year DUI Enforcement Program.

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 10, 2015
Recorded by Tammara S. Sanderson, City Clerk, March 10, 2015
\\mo\grants\police-2015-2016 law enforcement service fee 3-2015

City of Paducah Section 8 Housing Choice Voucher Program

Update March, 2015

Total families assisted February 2014-	396 @ \$130,500 expenditure
Total families assisted February 2015-	390 @ \$129,181 expenditure
Leasing rates stabilized during 20014	

Waiting List

The waiting list for Section 8 assisted housing was closed in November 2012 as a result of the total number of applicants and upcoming federal budget cuts. There were approximately 430 families on waiting list in April 2014. The list was purged during May 2014 resulting in 161 families responding, all the 161 remaining families were issued certification during remainder of 2014. The waiting list has been opened to new applications as of March 9, 2015.

Jackson House Conversion

HUD Louisville contacted agency in late January 2015 to advise that the Jackson House (under project based rental assistance) was in the process of pre-paying their mortgage obligation and intended to opt-out on a 45 unit section of the complex. Furthermore, the Section 8 Program would receive additional funding for Enhanced Vouchers to assist income eligible Jackson House residents that were being affected by the conversion action. Staff consequently interviewed 39 residents, processed 32 applications, inspected and executed 22 lease/contracts that were effective March 1, 2015. The balance of unused conversion vouchers shall be utilized in the regular Section 8 program bring the total number of units authorized under the Annual Contributions Contract to 596, however present funding will only support approximately 435 units annually.

The additional conversion/enhanced vouchers will result in increased funding of \$159,924 annually for housing assistance payments and an additional \$22,000 annually in administrative fees.

Agenda Action Form

Paducah City Commission

Meeting Date: 03/10/2015

Short Title: **Adopt PHA Five Year & 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 a Five Year & Annual Plan that describes the mission of the Agency for FY 2015 –FY 2020. Staff has prepared the Plan, provided an opportunity for public review & comment, and are required to submit Plan prior to April 15, 2015.*

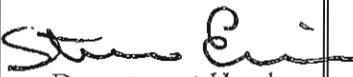
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

Finance

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

Attachments: PHA Five Year & Annual Plan 2015

 Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING CITY OF PADUCAH, KENTUCKY,
PUBLIC HOUSING AGENCY 5 YEAR PLAN FOR FISCAL YEARS 2015-2020 AND
ANNUAL PLAN FOR SECTION 8 HOUSING PROGRAM FOR FISCAL YEAR 2015

WHEREAS, it is the intent of the City of Paducah to submit a 5 Year Plan and an Annual Plan, as required, to the U.S. Department of Housing & Urban Development to describe the mission of the Public Housing Agency and long-range goals and objectives.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the "City of Paducah, Kentucky, Public Housing Agency 5 Year Plan for Fiscal Years 2015-2020 and Annual Plan for Section 8 Housing Program for Fiscal Year 2015" 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 10, 2015
Recorded by Tammara S. Sanderson, City Clerk, March 10, 2015
\\mo\sec8 - 5 yr plan 2015-2020 & annual plan 2015

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

1.0	PHA Information PHA Name: City of Paducah Section 8 Housing Program 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): 06/2015 PHA Code: KY137				
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: _____ Number of HCV units: 596				
3.0	Submission Type <input checked="" type="checkbox"/> 5-Year and Annual Plan <input 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
	PHA 1:				PH HCV
	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: To promote adequate and affordable housing, economic opportunity homeownership opportunities and a suitable living environment free from discrimination.				
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. 1. Promote self-sufficiency and asset development of families and individuals by increasing the number and percentage of employed person in assisted housing 2. Promote homeownership opportunities by promoting Homeownership Voucher participation PROGRESS REPORT 1. Homeownership voucher program increased 8 participants becoming first time homeowners since 2010 2. Conducted outreach activities to attract potential landlords by local media advertising, peer landlord contacts, distribution of Section 8 program materials. 3. Increased the number and percentage of employed persons in assisted housing by continuing to promote the family self-sufficiency program				
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. Established local weighted selection preferences (2014) 2. Established Asset Exclusion policy (2014) (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. KY137 PHA Five Year and Annual Plan shall be available to the public at (1) Section 8 Housing Main Administrative Office located at Paducah City Hall, 300 S. 5th Street, Paducah Kentucky.				
7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i> Homeownership Program- KY137 administers a Section 8 homeownership program that currently limits the number of participating families to 50. We have demonstrated the capacity to continue administering the program and have maintained HUD eligibility criteria for participation.				
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.
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.
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 KY137 will re-open in March 2015 after being closed for over two years. Historically, 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.</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>
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> <p>KY137 will engage the following strategies in addressing the housing needs of families in our jurisdiction and on the waiting list: undertake measures to ensure access to affordable housing, maintain lease up rates by marketing to owners, continue admissions policies aimed at working families and continue advocating homeownership opportunities.</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 previous five year plan have been met by this Agency including increasing housing choices by conducting outreach to potential landlords, implementation of the homeownership voucher program, increased number and percentage of employed persons in assisted housing and undertaking of affirmative actions to ensure equal access to affordable housing. We will continue to employ equally effective strategies to address the needs, goals and objectives in the next plan period.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p>KY137 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>

Agenda Action Form

Paducah City Commission

Meeting Date: 03/10/2015

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, 2015) have been made for the following utilities that have adjusted since February 2014:

Sewer- 1.8% increase
 Water- 2.2% increase
 Natural Gas- 3% decrease
 Propane- 72% decrease
 Electricity- 3% decrease (blended rate) Jackson Purchase (0% increase), Paducah Power (6% decrease)

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

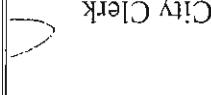
Funds Available: Account Name: N/A
 Account Number: N/A

Finance

Staff Recommendation: Adopt Revised 2015 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, 2015.
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 10, 2015
Recorded by Tammara S. Sanderson, City Clerk, March 10, 2015
vno\sec8util - 2015

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	Monthly Dollar Allowances					Utility or Service	
		0 BR	1 BR	2 BR	3 BR	4 BR		5 BR
Paducah/McCracken County Kentucky	Single Family/Manufactured Home	05/01/2015	a. Natural Gas	19	24	24	25	Heating
			b. Bottle Gas	39	47	47	52	
			c. Oil / Electric	72	76	76	81	
			d. Coal / Other					
			Other Electric	29	37	37	42	
	Cooking	a. Natural Gas	5	8	8	8		
		b. Bottle Gas	7	12	12	17		
		c. Oil / Electric	7	9	9	9		
		d. Coal / Other						
		Other Electric	29	37	37	42		
Air Conditioning	a. Natural Gas	10	11	11	14			
	b. Bottle Gas	11	14	14	17			
	c. Oil / Electric	29	35	35	39			
	d. Coal / Other							
	Other Electric	29	37	37	42			
Water Heating	a. Natural Gas	10	11	11	14			
	b. Bottle Gas	11	14	14	17			
	c. Oil / Electric	29	35	35	39			
	d. Coal / Other							
	Other Electric	29	37	37	42			
Water	a. Natural Gas	12	12	12	12			
	b. Bottle Gas	12	12	12	12			
	c. Oil / Electric	22	27	27	33			
	d. Coal / Other							
	Other Electric	22	27	27	33			
Sewer	a. Natural Gas	12	12	12	12			
	b. Bottle Gas	12	12	12	12			
	c. Oil / Electric	12	12	12	12			
	d. Coal / Other							
	Other Electric	12	12	12	12			
Trash Collection	a. Natural Gas	17	17	17	17			
	b. Bottle Gas	17	17	17	17			
	c. Oil / Electric	17	17	17	17			
	d. Coal / Other							
	Other Electric	17	17	17	17			
Range/Microwave	a. Natural Gas	5	5	5	5			
	b. Bottle Gas	5	5	5	5			
	c. Oil / Electric	5	5	5	5			
	d. Coal / Other							
	Other Electric	5	5	5	5			
Refrigerator	a. Natural Gas	6	6	6	6			
	b. Bottle Gas	6	6	6	6			
	c. Oil / Electric	6	6	6	6			
	d. Coal / Other							
	Other Electric	6	6	6	6			
Name of Family							Address of Unit	
Number of Bedrooms								
Complete below for the actual unit rented.							Utility or Service	
Heating								
Cooking							per month cost	
Other Electric								
Air Conditioning							\$	
Water Heating								
Water							Total	
Sewer								
Trash Collection							\$	
Range/Microwave								
Refrigerator							Total	
Other								

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: Paducah/McCracken County Kentucky
 Unit Type: Duplex/Townhouse/Rowhouse
 Date (mm/dd/yyyy): 05/01/2015

Utility or Service	Monthly Dollar Allowances				
	0 BR	1 BR	2 BR	3 BR	4 BR
Heating	a. Natural Gas	11	13	16	19
	b. Bottle Gas	20	24	33	39
	c. Oil / Electric	39	48	63	70
	d. Coal / Other				
Cooking	a. Natural Gas	5	5	5	8
	b. Bottle Gas	5	5	7	12
	c. Oil / Electric	3	4	7	9
	d. Coal / Other				
Other Electric	a. Natural Gas	8	8	10	11
	b. Bottle Gas	9	10	11	14
	c. Oil / Electric	13	22	29	37
	d. Coal / Other				
Air Conditioning	a. Natural Gas	10	13	22	29
	b. Bottle Gas	8	8	10	11
	c. Oil / Electric	13	24	29	37
	d. Coal / Other				
Water Heating	a. Natural Gas	8	8	10	11
	b. Bottle Gas	9	10	11	14
	c. Oil / Electric	13	22	29	37
	d. Coal / Other				
Water	a. Natural Gas	22	22	22	27
	b. Bottle Gas	22	22	22	27
	c. Oil / Electric	22	22	22	27
	d. Coal / Other				
Sewer	a. Natural Gas	12	12	12	12
	b. Bottle Gas	12	12	12	12
	c. Oil / Electric	12	12	12	12
	d. Coal / Other				
Trash Collection	a. Natural Gas	17	17	17	17
	b. Bottle Gas	17	17	17	17
	c. Oil / Electric	17	17	17	17
	d. Coal / Other				
Range/Microwave	a. Natural Gas	5	5	5	5
	b. Bottle Gas	5	5	5	5
	c. Oil / Electric	5	5	5	5
	d. Coal / Other				
Refrigerator	a. Natural Gas	6	6	6	6
	b. Bottle Gas	6	6	6	6
	c. Oil / Electric	6	6	6	6
	d. Coal / Other				
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

See Public Reporting Statement and Instructions on back

Locality: Paducah/McCracken County Kentucky
 Unit Type: Walk up/Multifamily single level
 Date (m/d/yyyy): 05/01/2015

Utility or Service: 0 BR 1 BR 2 BR 3 BR 4 BR 5 BR

Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	10	14	14	16	
	b. Bottle Gas	12	14	26	31	
	c. Oil / Electric	29	37	42	49	
	d. Coal / Other					
Cooking	a. Natural Gas	5	5	5	8	
	b. Bottle Gas	5	5	7	12	
	c. Oil / Electric	3	4	7	9	
	d. Coal / Other					
Other Electric		13	24	29	37	
	Air Conditioning	8	9	17	21	
	Water Heating a. Natural Gas	8	8	10	11	
	b. Bottle Gas	9	10	11	14	
	c. Oil / Electric	13	22	29	35	
	d. Coal / Other					
Water		22	22	22	27	
	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.

Heating \$ per month cost
 Utility or Service \$ per month cost

Name of Family
 Address of Unit
 Number of Bedrooms

Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Agenda Action Form

Paducah City Commission

Meeting Date: 03/10/2015

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:

- *Amend Eligibility Determination to comply with PIH 2014-20 in regards to HUD Equal Access Rule (pg. 5)*
- *Amend Inspection frequency to at least biennially instead annually (pg.8)*
- *Amend Utility Allowance calculation based on size eligibility of family (pg.17)*
- *Establish Conversion Vouchers (Enhanced Housing Vouchers) to accommodate Project Based Conversions (pg.61)*

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

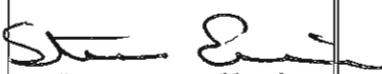
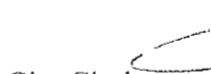
Funds Available: Account Name: N/A
Account Number: N/A

Finance

Staff Recommendation: **Adopt Revised Administrative Plan for the City of Paducah Section 8 Program effective May 1, 2015**

Attachments:

Administrative Plan (2015) for City of Paducah Section 8 Housing Program

 Department Head	 City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING THE CITY OF PADUCAH,
KENTUCKY, PADUCAH HOUSING AGENCY 2015 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 2015 Administrative Plan for Section 8 Housing in its entirety, effective May 1, 2015.

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 10, 2015
Recorded by Tammara S. Sanderson, City Clerk, March 10, 2015
\\mo\sec8-admin plan 2015

CITY OF PADUCAH KENTUCKY

ADMINISTRATIVE PLAN HOUSING CHOICE VOUCHER PROGRAM KY-137

Effective Date: May 1, 2015

As Adopted by the City of Paducah Board of Commissioners

Municipal Order:#

TABLE OF CONTENTS

Introduction	4
Outreach	4
Eligibility Determination	5
Selection of Program Participants	5
Eligibility Reservation	6
Verifying Income and Determining Gross Family Contribution	7
Briefing Families, Issuing Housing Choice Vouchers	8
Housing Quality Standards and Inspection Procedures	8
Housing Quality Standards (Approval of Unit Size Family Selects)	10
Security Deposit	10
Family Obligations	10
Responsibilities of the PHA	11
Interim Adjustments	12
Contract Rent Adjustments	12
Grounds of Denial or Termination of Assistance	12
Unit Size Selection by Family	13
Termination of Tenancy	13
Grievance Procedure	13
Complaints and Appeals	16
Occupancy Standards	16
Annual Re-examinations	17
Utility Allowance	17
Rent Reasonableness	17
Payments	18
Portability	18
Payment Standard	18

2015 City of Paducah Section 8 Housing Administrative Plan

Minimum Rent	18
Monitoring Program Performance	18
Purged Files	18
Family Self-Sufficiency Program	19
Social Security/Supplemental Security Income Verification	22
Absence from Unit	23
Family Information Provided to Owners	23
Disapproval of Owner	23
Citizenship/Eligible Immigration Status	23
Administrative Fee Reserve Expenditures	24
Program Management Plan	24
Fair Housing Policy and Equal Opportunity Housing Plan	24
Continued Assistance After Family Break-Up	25
Special Housing Types	26
Restrictions on Number of Moves by a Participant Family	39
HCV Homeownership Program	40
Project Based Voucher Program	48
Violence Against Women and Department of Justice Act	50
Limited English Proficient (LEP) Policy	56
Reduction of Families Due to Reduced Funding	59
Management Assessment Objectives	60
Supported Programs	61
Conversion HCV's	61

INTRODUCTION

Mission Statement:

Our goal is to provide decent, safe and sanitary rental housing for eligible families and to provide opportunities, promote self-sufficiency and economic independence for Section 8 participants.

To achieve this mission, we will:

- Recognize residents as our ultimate customer
- Improve Public Authority (PHA) management and service delivery efforts through effective and efficient management
- Seek problem-solving partnerships with residents, landlords, community and government leadership
- Apply limited PHA resources to the effective efficient management and operation of the Section 8 program

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

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

1. **Outreach** - It shall be the policy of the Public Housing Agency (PHA) to aggressively promote the Section 8 Housing Choice Voucher, Family Self-Sufficiency (FSS) and Homeownership Option through public service announcements, brochures, local radio and advertising in the local daily and weekly newspapers. In addition, all public service agencies in the Paducah area will receive information circulars describing these programs and who may receive benefits. Informational materials will be circulated among local Realtors, private rental property owners, and rental property managers for the purpose of soliciting participation. If the Agency needs additional listings, it may send staff members into the community meet one on one with citizens or groups for the purpose of outreach. This Agency will actively promote the availability of housing assistance to eligible applicants by contact with local media, brochures, and community organizations. In order to target the "least likely to apply" applicants, this Agency will release flyers and brochures to be distributed through places of employment, union offices, neighborhood groups, churches, and commercial establishments if there is a need for outreach demonstrated by our application pool.

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 (Family is described as: A person or group of persons, as determined by the PHA consistent with 24 CFR 5.403, approved to reside in a unit with assistance under the program) will be arranged by date and time of application.

Eligibility Criteria:

A. A qualifying family is described as:

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

(1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or

(2) A group of persons residing together and such group includes, but is not limited to:

(i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

(ii) An elderly family;

(iii) A disabled family;

(iv) A displaced family; and/or

(v) The remaining member of a tenant family.

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

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 of higher learning in pursuit of a degree or specialty program and are seeking self-sufficiency.

C. (10 points) Federally Declared Disaster Families or locally displaced by governmental action - A family displaced by a federally declared disaster. Housing Choice Voucher participants or Public Housing residents from

the disaster area will receive preference over non-assisted disaster families.

- D. (5 points) Previously assisted eligible families that have been terminated by the PHA due to reduced federal funding.
- E. (3 points) Working families (at least one person employed a minimum of 25 hours per week or receiving an equivalent pay of minimum federal wage times 25 weekly), disabled or elderly families and families certified for homeowner assistance.
- F. All other eligible families followed by (G).
- G. Single, non-elderly, non-disabled.

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

4. **Eligibility Reservation -**

- A. No person owing money to this Agency or any other federally funded housing program shall be deemed eligible for a Section 8 Housing Assistance.
- B. Applicants who were past participants in the Section 8 Program may be determined ineligible if it is determined that the applicant either:
 - a. Failed to satisfy liability for unpaid rent or damages.
 - b. Vacated the unit in violation of their lease.
 - c. Failed to promptly and/or honestly supply information relating to income, allowable deductions and family compensations.
 - d. Intentional and willfully abused the program.
 - e. Was abusive or threatening to Section 8 workers.
- C. In determining whether or not an applicant shall be determined ineligible and in determining the length of the ineligibility, the Program Administrator shall consider factors such as:
 - a. The seriousness of the offense.
 - b. The applicant's current attitude.
 - c. The length and time that has lapsed since the offense.
- D. Applicants and current Section 8 participants will be deemed ineligible for Rental Assistance because of family members that engage in drug-related criminal activities on or off the premises. This Agency will deny or terminate assistance based on the following:
 - a. The felonious manufacture, sale or distribution or the possession with intent to manufacture, sell or distribute of a controlled substance [as defined in Section 102 of the Controlled Substance Act (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 -**

- A. The PHA will verify income and gross family contribution as follows:
 - a. PIH Enterprise Income Verification System (EIV) to be utilized per HUD regulations at 24CFR 5.233
 - b. Third party verification
 - b. Review documents

- c. Notarized statements and/or self declaration of imputed income
- B. Every calculation will be checked by two staff members and spot checked by the Program Administrator at intervals.

6. **Briefing Families, Issuing Housing Choice Vouchers -**

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

HOUSING CHOICE VOUCHER

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

7. **Housing Quality Standards and Inspection Procedures -**

- A. Each housing unit occupied by an assisted participant under this Program must meet Housing Quality Standards. This will be determined by the use of HUD Inspection Form 52580. An inspection will be performed on each prospective unit within 15 calendar days following request. The PHA shall inspect assisted dwelling units under contract not less than biennially.
- B. It is the intent of this Agency to assure that each unit meets performance and acceptability requirements in order to meet the requirement of decent, safe, and sanitary housing. This will be achieved by adhering to quality control guidelines set forth in HUD Inspection Manual and following inspection procedures here to follow:
 - a. The inspector receives a request for inspection from the Program Administrator. The inspection request might be for:
 - 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. 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 termination of Contract. The resident will be issued another Voucher to find housing elsewhere within 60 days.
 5. Move-Out Inspections.
 - i. When a tenant leaves a unit that is under Contract with the Section 8 Program, whether it is due to transfer to another unit,

termination of the lease, skipout or an eviction, a move-out inspection is optional. (Must be requested by landlord or tenant) The Program Administrator and Inspector write-up the inspection sheet, contact the tenant and/or landlord, and do the inspection. Notations are made on the move-out form and compared to the HUD Inspection Booklet, the Program Administrator's move-in sheet, and any follow-up comments in the tenant's file. This comparison guards against tenants being charged for any damage that was incurred from previous occupants.

- b. The Section 8 Program Administrator and Inspector after each inspection make copies of the report for the Section 8 file, the tenant file, and for the landlord records. In cases where the units are acceptable contingent upon repairs, a cover letter including the tenant's name, the due date for completion of repairs and the Program Administrator's and Inspector's names are attached to the landlord's inspection report. The lease is the negotiated while the deficiencies are being repaired.
- c. When a unit is declared unacceptable, the Program Administrator and the Inspectors determine structural and/or major repairs that are required to make the unit decent, safe, and sanitary. The unit must comply with the Housing Quality Standards before the lease and contract can be negotiated.

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

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

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

10. **Family Obligations** -

- A. The family shall:
 - 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.
 - M. Re-examination of family income, composition, and extent of exceptional medical or other unusual expenses, and redetermination, appropriate, of the amount of gross family contributions and amount of housing assistance payment in accordance with HUD established schedules and criteria.

- N. Adjustment of the amount of tenant rent, utility reimbursement and housing assistance payment as a result of an adjustment by the PHA of any applicable utility allowance.
- O. Inspection prior to leasing and inspection; inspections at least annually determine that the units are maintained in decent, safe, and sanitary condition, and notification to owners and families of PHA determinations.
- P. Administration and enforcement of contracts with owners and taking appropriate actions in case of noncompliance or default.
- Q. Compliance by the PHA with equal opportunity requirements, including efforts to provide composition, increase or decreases in medical (elderly) or child care expenses, increases or decreases in family income during each contract year as they occur.

12. **Interim Adjustments** - Families participating in the Section 8 Housing Program or this PHA are required to report any changes of family composition, increases or decreases in medical (elderly) or child care expenses, increases or decreases in family income during each contract year as they occur. The EIV system will be utilized at each interim adjustment to determine income discrepancies.

13. **Contract Rent Adjustments** - Under the Voucher Program, the owner must not increase the rent during the first year of the lease. In order to increase a rent, the owner must give the family and the PHA at least a 60 day written notice before the implementation of said amount. The notice must state the new amount and the date the new rent is payable and are applicable to Rent Reasonableness.

14. **Grounds for Denial or Termination of Assistance to Applicants and Participants -**

A. Types of denial

- a. Denial of admission to applicant.
- b. Denial of issuance of another voucher to participant who wants to move to another dwelling unit.
- c. Declining to enter into a PHA contract.
- d. Declining to approve a lease where requested by participant.

B. Condition of denial

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

C. Termination of assistance

- a. PHA must terminate assistance if family is evicted for serious or repeated lease violations or violations of participant obligations.
- 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 applicant in writing of the final PHA decision after the informal review, including a brief statement of the reasons for the final decision.
 - c. The PHA is not required to provide an opportunity for an informal review in accordance with paragraph (a):

1. To review discretionary administrative determination by the PHA, or to consider general policy issues or class grievances.
 2. To review the PHA's determination of the number of bedrooms entered on the voucher under the occupancy standards established by the PHA.
 3. To review the PHA's determination that a unit located by a voucher holder does not comply with the PHA's Housing Quality Standards, or the PHA's determination not to approve the lease for the unit.
 4. To review the PHA's decision not to approve a request by a voucher holder for an extension of the term of the voucher.
- B. Informal hearing on PHA decision affecting participant's family.
- a. The PHA shall give a participant in the PHA's Section 8 Housing Program an opportunity for an informal hearing to consider whether decision relating to the individual circumstances of the family are in accordance with law, HUD regulations and PHA rules, in the following cases:
 1. A determination of the amount of the total payment of tenant rent (not including determination of the PHA's schedule of utility allowance for families in the PHA's Section 8 Program.
 2. A decision to deny or terminate assistance on behalf of the participant.
 3. Determination that a participant family is residing in unit with a larger number of bedrooms than appropriate under the PHA standards, and the PHA's determination to deny the family's request for exception from the standard.
 4. In the case of an assisted family which wants to move to another dwelling unit with continued participation in the PHA program.
 - b. The PHA is not required to provide an opportunity for an informal hearing in accordance with paragraph (b):
 1. To review discretionary administrative determination by the PHA, or to consider general policy issues or class grievances.
 2. To review the PHA's determination that a unit does not comply with the PHA's Housing Quality Standards, that the owner has failed to maintain or operate a contract unit to provide decent, safe and sanitary housing in accordance with the HQS (including all services, maintenance, and utilities required under the lease), or that the contract unit is not decent, safe and sanitary because of an increase in family size or change in family composition.
 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 determination relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the participant.
 - g. The PHA is not bound by a hearing decision:

1. Concerning a matter for which the PHA is not required to provide an opportunity for an informal hearing, or otherwise in excess of the authority of the person conducting the hearing under the PHA hearing procedures.
2. Contrary to HUD regulations and requirements, or otherwise contrary to Federal, State or local law.
3. If the PHA determines that it is not bound by a hearing decision, PHA shall promptly notify the participant of the determination, and of the reasons for the determination.

18. **Complaints and Appeals** - We will inform prospective landlords that Fair Housing and Equal Opportunity Laws must be observed. Complaints of discrimination that do occur will be investigated and action will be initiated to correct any inequalities that are found to exist.

19. **Occupancy Standards** -

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

Certification will be issued to families in conformance with the following:

Standards Used to Issue Housing Choice Vouchers

Certification Size	Minimum	Maximum
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedroom	2	4
3 Bedroom	4	6
4 Bedroom	6	8

Standards Used to Determine Acceptability of Unit Size

Unit Size	Maximum Occupancy Assuming Living Room Used as Living/Sleeping Area
0 Bedroom	1
1 Bedroom	4
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. The utility allowance calculation will be based on the size of the families' HCV issued not the actual size of unit unless the actual unit size is less.

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.

23. **Payments** - All HAP checks on current contracts will be disbursed to the landlord and all utility checks to the resident by the 5th working day of each month.

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

- A. Section 8 Housing will require reasonable notice (30 days) of the tenant's intent to transfer their certification.
- B. All information concerning the receiving agency must be provided by the participant.
- C. All efforts will be made to exchange certification with the receiving agency.
- D. If the participant is leased they must fulfill a minimum 12 month lease period and cannot port if in violation of present lease.
- E. If adequate funds are not available, the PHA will deny portability moves if the receiving PHA's payment standard is greater than the local payment standard and the PHA refuses to absorb the transfer.

25. **Payment Standard** – Due to high area utility costs, the applicable Payment Standard (PS) for the HCV program shall established at 5% above the HUD published Fair Market Rent (FMR). Payment Standards shall be reviewed each year in order to determine if the established levels are appropriate to meet the needs of participants based on rent burdens and success rates of assisted families.

26. **Minimum Rent** - The minimum rent of the Agency is \$50.00. Hardship request may be made in writing by the participant for the following circumstances:

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

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

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

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.

Achieve a greater level of self-discipline, self-esteem and self-motivation by accepting responsibility for decisions and actions.

Demonstrate commitment and accountability to a Personal Action Plan, which both goals and barriers are assessed.

C. Family Demographics

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

D. Selection Process

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

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

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

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

E. Activities and Support Services

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

Child Care

Transportation

Education

Employment

Personal Welfare

Household Skills and Management

Counseling (credit, personal, etc.)

Other service and resources such as case management

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

F. Incentives

The FSS Program will offer participating families the opportunity to effectively become economically and socially independent of the welfare

system through the coordination and provision of services designed to meet the goal of each individual participant.

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

G. Assurance of Non-Interference

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

When the family is no longer receiving any federal, state, local or other assistance.

I. Withholding of Services/Denial

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

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

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

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

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

J. Grievance Procedures

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

K. Timetable for Implementation

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

L. Certification of Coordination

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

M. Escrow Withdrawal (early)

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

N. Eligibility of graduated FSS participants

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

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.

33. **Disapproval of Owner** - The PHA will disapprove owner participation based on (1) owner history of failing to terminate tenancy for drug related or violent criminal activity or other threatening activity (2) owner engaging in drug related or violent criminal activity.

34. **Citizenship and Eligible Immigration Status** - The PHA will obtain and verify evidence of citizenship and eligible immigration status as required by HUD regulations implementing statutory restrictions on assisted occupancy by certain noncitizens.

35. **Administrative Fee Reserve Expenditures** - All expenditures from the administrative reserve of the Section 8 programs shall be housing related and shall be approved by the City of Paducah Board of Commissioners.

36. **Program Management Plan** -

1. Program Administrator - Responsible for all aspects of the Section 8 programs.
2. Housing Specialist - Responsible for applications, certifications, recertifications, issuing Section 8 checks, various reports and duties as directed by the Administrator.
3. Housing Inspector - HQS inspections are to be performed under contract with the City of Paducah Fire Prevention Department, the Program Administrator or his appointee

37. Fair Housing Policy and Equal Opportunity Housing Plan

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

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

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.
- B. Interest of Family Members: The interest of minor children or of ill, elderly or disabled family members.
- C. Physical Violence: Whether family members are forced to leave the unit as a result or actual or threatened physical violence against family members by a spouse or other member of the household.

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

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

39. Special Housing Types

The City of Paducah has elected not to permit use of any of SRO's, Congregate housing, Group homes, Shared housing and Cooperative housing types in its program unless a special housing type is 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

1. Overview

A. Special housing types. This subpart describes program requirements for special housing types. The following are the special housing types:

- (1) Single room occupancy (SRO) housing;
- (2) Congregate housing;
- (3) Group home;
- (4) Shared housing;
- (5) Cooperative (including mutual housing);
- (6) Manufactured home.

B. PHA choice to offer special housing type.

- (1) The PHA may permit a family to use any of the following special housing types in accordance with requirements of the program: single room occupancy housing, congregate housing, group home, shared housing or cooperative housing.
- (2) In general, the PHA is not required to permit use of any of these special housing types in its program.
- (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, the SRO payment standard must be used to calculate the housing assistance payment.
- (2) Utility allowance. The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

D. SRO: Housing quality standards. Sec. 982.605

- (1)
 - (a) HQS standards for SRO. The HQS in Sec. 982.401 apply to SRO housing. However, the standards in this section apply in place of Sec. 982.401
 - (b) (sanitary facilities), Sec. 982.401(c) (food preparation and refuse disposal), and Sec. 982.401(d) (space and security). Since the SRO units will not house children, the housing quality standards in Sec. 982.401(j), concerning lead-based paint, do not apply to SRO housing.
- (2) Performance requirements.
 - (a) SRO housing is subject to the additional performance requirements in this paragraph (b).
 - (b) Sanitary facilities, and space and security characteristics must meet local code standards for SRO housing. In the absence of applicable local code standards for SRO housing, the following standards apply:
 - (i) Sanitary facilities.

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

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

C. Rent and housing assistance payment; FMR/exception rent limit. Sec. 982.608

- (1) Unless there is a live-in aide:
 - (a) The FMR/exception rent limit for a family that resides in a congregate housing unit is the zero-bedroom FMR/exception rent limit.
 - (b) However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the FMR/exception rent limit for a family that resides in a congregate housing unit is the one-bedroom FMR/exception rent limit.
- (2) If there is a live-in aide, the live-in aide must be counted in determining the family unit size.

D. Housing quality standards. Sec. 982.609

- (1) HQS standards for congregate housing. The HQS in Sec.982.401 apply to congregate housing. However, the standards in this section apply in place of Sec. 982.401(c) (food preparation and refuse disposal). Congregate housing is not subject to the HQS acceptability requirement in Sec. 982.401(d)(2)(i) that the dwelling unit must have a kitchen area.

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

4. Group Home

A. Who may reside in a group home. Sec. 982.610

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

(a) Family unit size.

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

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

(b) Voucher tenancy: The payment standard for a person who resides in a group home 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 group home size.

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

(i) The FMR/exception rent limit for the family unit size; or

(ii) The pro-rata portion of the FMR/exception rent limit for the group home size.

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

- F. Housing quality standards. Sec. 982.614
- (1) Compliance with HQS. The PHA may not give approval to reside in a group home unless the unit, including the portion of the unit available for use by the assisted person under the lease, meets the housing quality standards.
 - (2) Applicable HQS standards.
 - (a) The HQS in Sec. 982.401 apply to assistance in a group home. However, the standards in this section apply in place of Sec. 982.401(b) (sanitary facilities), Sec. 982.401(c) (food preparation and refuse disposal), Sec. 982.401(d) (space and security), Sec. 982.401(g) (structure and materials) and Sec. 982.401(l) (site and neighborhood).
 - (b) The entire unit must comply with the HQS.
 - (3) Additional performance requirements. The following additional performance requirements apply to a group home:
 - (a) Sanitary facilities.
 - (i) There must be a bathroom in the unit. The unit must contain, and an assisted resident must have ready access to:
 - (A) A flush toilet that can be used in privacy;
 - (B) A fixed basin with hot and cold running water; and
 - (C) A shower or bathtub with hot and cold running water.
 - (ii) All of these facilities must be in proper operating condition, and must be adequate for personal cleanliness and the disposal of human waste. The facilities must utilize an approvable public or private disposal system.
 - (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 must be firm, and the roof must be watertight. The exterior or wall structure and exterior wall surface may not have any serious defects such as serious leaning, buckling, sagging, cracks or large holes, loose siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc., must not present a danger of tripping or falling. Elevators must be maintained in safe operating condition.
 - (iii) The group home must be accessible to and usable by a resident with disabilities.
- (e) Site and neighborhood. The site and neighborhood must be reasonably free from disturbing noises and reverberations and other hazards to the health, safety, and general welfare of the residents. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps, instability, flooding, poor drainage, septic tank back-ups, sewage hazards or mud slides, abnormal air pollution, smoke or dust, excessive noise, vibrations or vehicular traffic, excessive accumulations of trash, vermin or rodent infestation, or fire hazards. The unit must be located in a residential setting.

5. Shared Housing

A. Shared housing: Occupancy. Sec. 982.615

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

B. Lease and HAP contract. Sec. 982.616

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.
 - (ii) The private space for each assisted family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private space of an assisted family may not be less than the family unit size.
 - (iii) A zero or one bedroom unit may not be used for shared housing.
6. Cooperative Housing. Sec. 982.619
 - (1) When cooperative housing may be used. A family may reside in cooperative housing if the PHA determines that:
 - (a) Assistance under the program will help maintain affordability of the cooperative unit for low-income families; and
 - (b) The cooperative has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member's interest in a cooperative unit (such as a sale of the resident's share in a cooperative corporation).
 - (2) Rent to owner.
 - (a) The reasonable rent for a cooperative unit is determined in accordance with Sec. 982.503. For cooperative housing, the rent to

- owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.
- (b) The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. The carrying charge includes the member's share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down-payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose.
 - (c) Gross rent is the carrying charge plus any utility allowance.
 - (d) The occupancy agreement/lease and other appropriate documents must provide that the monthly carrying charge is subject to Section 8 limitations on rent to owner.
- (3) Housing assistance payment. The amount of the housing assistance payment is determined in accordance with subpart K of this part.
 - (4) 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.

7. Manufactured Home

- 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.
 - (b) Rent to owner does not include the costs of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.
- (2) Reasonable rent.
 - (a) During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined in accordance with this section. Section 982.503 is not applicable.
 - (b) The PHA may not approve a lease for a manufactured home space until the PHA determines that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the HA must re-determine that the current rent to owner is a reasonable rent.
 - (c) The PHA must determine whether the rent to owner for the manufactured home space is a reasonable rent in comparison to rent for other comparable manufactured home spaces. To make this determination, the PHA must consider the location and size of the

space, and any services and maintenance to be provided by the owner in accordance with the lease (without a fee in addition to the rent).

- (d) By accepting each monthly housing assistance payment from the PHA, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. The owner must give the HA information, as requested by the PHA, on rents charged by the owner for other manufactured home spaces.

D. Space rental: Housing assistance payment. Sec. 982.623

- (1) Fair market rent. The FMR for a manufactured home space is determined in accordance with 24 CFR 888.113(e). Exception rents do not apply to rental of a manufactured home space.
- (2) Housing assistance payment:
 - (a) Payment standard. The payment standard is used to calculate the monthly housing assistance payment for a family. The payment standard for a family renting a manufactured home space is the published FMR for rental of a manufactured home space. The amount of the payment standard is determined in accordance with Sec. 982.505(d)(4) and (d)(5).
 - (b) Subsidy calculation. The amount of the monthly housing assistance payment for a family equals the lesser of paragraphs (c)(2)(I) or (c)(2)(ii) of this section:
 - (i) An amount obtained by subtracting 30 percent of the family's monthly adjusted gross income from the sum of:
 - (A) The amortization cost;
 - (B) The utility allowance; and
 - (C) The payment standard.
 - (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.

41. HCV Homeownership Program

The City of Paducah Section 8 Housing Choice Voucher Program (hereafter referred as PHA) hereby establishes a Section 8 tenant based homeownership option in Paducah/McCracken County, KY pursuant to the U.S. Department of Housing & Urban Development's (HUD) final rule dated October 12, 2000 and Section 555 of the Quality Housing and Work Responsibility Act of 1998 under Section 8 (y), Homeownership Option.

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

Participant Qualification

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

- 1) A family must meet the requirements for admission to or continued participation in the Section 8 Housing Choice Voucher (HCV) Program.
- 2) The homeownership option will be included in all briefing and re-certification classes as well as media and community announcements. Current Section 8 participants or public housing participants must be in compliance with their lease and program requirements and must terminate their current lease arrangement in compliance with the lease agreement.
- 3) A family in which the head or co-head of household has previously received assistance and has defaulted on a mortgage obtained through the Homeownership Option is disqualified from participation.
- 4) Participant families must be any of the following: “first-time homeowners”, in which no family member owned any present homeownership interest in a residence of any family member within the last three years; residents of limited equity cooperatives; or, a family of which a member is a person with disabilities, and use of the Homeownership Option is needed as a reasonable accommodation. (Title to a mobile home or manufactured home is not considered as homeownership for purposes of this option.)
- 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.

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

Portability

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

Permitted Ownership Arrangements

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

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

Contract of Sale and Home Inspections

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

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

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

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

The 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

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

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

Family Obligations

In addition to completing the pre- and post-purchase homeownership counseling program, the family must execute a statement of family obligations prior to the issuance of the homeownership voucher, agreeing to comply with all family obligations under the Homeownership Option, including:

- 1) The family must comply with the terms of any mortgage securing debt incurred to purchase the home or any refinancing of such debt.
- 2) At any time the family is receiving homeownership assistance, the family may not sell or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home.
- 3) A home equity loan may not be acquired without the prior written consent of the PHA.
- 4) The family must provide required information regarding income and family composition in order to calculate correctly total tenant payment and homeownership assistance, consistent with Section 8 requirements and any other information requested by the PHA concerning financing, the transfer of any interest in the home, or the family's homeownership expenses.
- 5) While receiving homeownership assistance, the family must notify the PHA if the family defaults on a mortgage securing any debt incurred to purchase the home.
- 6) While receiving homeownership assistance, the family must notify the PHA before the family moves out of the home.
- 7) The family must, at annual reexamination, document that the family is current on mortgage, insurance and utility payments.
- 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.

Default

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

Recapture

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

Denial or Termination of Assistance

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

Informal Hearings

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

Occupancy Standards

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

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

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

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.

Withdrawal of the funds will be contingent on:

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

Disbursements

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

Homeownership Option 10 Year Asset Exclusion

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

Market Value minus Loan Value equals Asset Value

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

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

42. Project-Based Voucher Program

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

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

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

Moves with Continued Assistance

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

PBV Program Contract Terms

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

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

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

No vacancy loss payments shall be made by the PHA in the event that the participant vacates the unit

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

All contracts are subject to availability of adequate funds.

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

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

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

The most significant affect the law has on Section 8 participants and applicants for rental assistance is that an individual’s status as a victim of domestic violence, dating violence, sexual assault or stalking is NOT an appropriate basis for denial of assisted housing. The new law does NOT change existing eligibility and continuing occupancy requirements. Domestic Violence victims must still otherwise qualify for admission to and continuing participation in assisted housing programs.

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;
- c Nothing in subparagraph a may be construed to limit the authority of a PHA or owner, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up;
- d Nothing in subparagraph a limits any otherwise available authority of a PHA to terminate participant assistance for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the PHA does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate;

- e Nothing in paragraph a may be construed to limit the authority of a PHA or owner to terminate the tenancy of any tenant if the PHA or owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated; and
- f Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- g The PHA shall not terminate or refuse to renew the voucher due to an incident or incidents of actual or threatened domestic violence, dating violence, or stalking. These incident(s) will not be construed as a serious or repeated violation(s) of the Housing Choice Voucher program by the victim or threatened victim of that violence and will not be good cause for terminating the Voucher of the victim of such violence.

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: _____

Name of Victim: _____

Description of Incident:

[INSERT TEXT LINES HERE]

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence or stalking and that the incident(s) in question are bona fide incidents of such actual or threatened abuse. I acknowledge that submission of false information relating to program eligibility is a basis for termination of assistance or eviction.

Signature _____ Executed on (Date) _____

All information provided to a PHA, owner or manager relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence shall be retained in confidence by an owner and shall neither be entered into any shared database nor provided to any related entity, except to the extent that such disclosure is (i) requested or consented to by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or (iii) otherwise required by applicable law.

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;

Language Assistance Measures

Types of Language Services Available

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

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

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

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

PHA shall take reasonable steps to assess, as accurately as possible, the frequency of contact with LEP persons from different language groups. The more frequent the contact with a particular language group, the more likely that enhanced language services in that language are needed. Less frequent contact with different language groups may suggest a different and less intensified solution.

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

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

D. The Resources Available to PHA and Costs

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

Oral Language Services (Interpretation)

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

may, at its discretion, choose to provide their own Interpreter in addition to the one used by the family.

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

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

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

Written Language Services (Translation)

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

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

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

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

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

Telephone Services

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

On-Site Visitors

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

Written Communications

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

Training Staff

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

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

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

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

Providing Notice to LEP Persons

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

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

Monitoring and Updating LEP Plan

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

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

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.

50. Management Assessment Objectives

The PHA policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators.

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

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

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

➤ Pre-Contract HQS Inspections

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

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

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. Participants that voluntarily withdraw or are terminated with cause under SPs shall not be eligible for application to HCV until (2) two years from last HCV assistance.

Supported Programs currently promoted by the PHA:

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

52. Conversion HCV's

The PHA will administer conversion/enhanced vouchers consistent with 24 CFR 982.201(b)(1)(iii) and any or related subsequent HUD regulations.

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

2015 City of Paducah Section 8 Housing Administrative Plan

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

**Agenda Action Form
Paducah City Commission**

Meeting Date: 24 February 2015

Short Title: Kentucky Office of Highway Safety - Roadside Drug Testing Pilot Program

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Chief Brandon Barnhill, Jason Merrick

Presentation By: Chief Brandon Barnhill

Background Information: The Kentucky Office of Highway Safety has awarded the Paducah Police Department \$25,000 through the Roadside Drug Testing Pilot program to acquire drug testing kits and provide law enforcement. Testing of activities will be provided by the state crime lab. This grant is a federal program and does not require a match. The grant period begins March 1, 2015 and ends on December 31, 2015.

The objective of the Roadside Drug Testing Pilot Program is to:

1. Compare the results of the blood toxicology against oral swab indicators for the purpose of distinguishing a driver's intoxication by known substances, which can lead to impaired driving;
2. Provide a feasibility analysis of the devices to be utilized as a field sobriety tool in detecting non-alcohol related impairments from controlled or illegal substances; and,
3. Establish if the device is a cost effective measure in indicating the impairment of drivers from controlled or illegal substances.

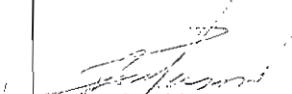
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Project Name: Hwy Sfty Drug Test
Project #: PO0087
File #: 6.269
Acct. #: TBD
Budget: \$25,000
Source of Funds: Federal grant, no local match required.
CFDA #: 20.205


2/19/2015
Finance

Staff Recommendation: A grant agreement has been issued by the Kentucky Office of Highway Safety and requires authorization by the Paducah City Commission to allow the Mayor to execute the grant agreement and related documents.

Attachments: None

 Chief of Police	Planning Dept. Head	City Clerk	 City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: February 24, 2015

Short Title: Contribution to Paducah Economic Development for Renovation of former Commerce Center Building for use as a Call Center for Teletech, Inc.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson
Presentation By: Jeff Pederson

Background Information:

PED contracted with B. H. Green in the amount of \$1.15 million to renovate the former Commerce Center for use by Teletech Industries. A grant in the amount of \$1 million was received for the project, leaving a total of \$150,000 to be paid for renovations. PED has requested that the City of Paducah make a contribution in the amount of \$75,000 to assist with the cost of the renovation.

The renovation of this building has allowed Teletech to open a second call center in Paducah, bringing employment to the region, resulting in jobs paying a minimum of \$10.50 per hour, plus benefits. The City of Paducah and McCracken County formerly partnered to construct and own a new building in the Information Age Park that serves as the primary location for Teletech in Paducah.

The money for this contribution will come from the City's Half Cent Payroll Tax Investment Fund, to be drawn from a prior year's appropriation that was placed in a Project Account.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Number: 040-0102-511-2307 ED0122

2/2015
Finance

Staff Recommendation:

Authorize payment to Paducah Economic Development in the amount of \$75,000.

Attachments: Ordinance

Department Head	City Clerk	 City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: March 10, 2015

Short Title: Historic Downtown New Business Grant Program

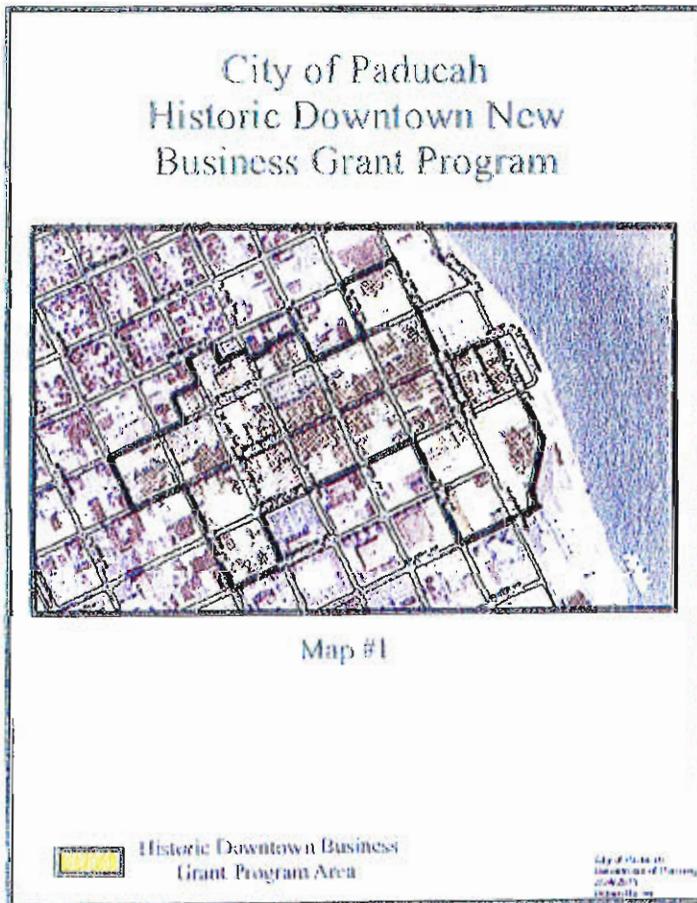
Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin

Presentation By: Stephen Ervin

Background Information:

The purpose of the New Business Program is to provide for the creation of new businesses and employment opportunities within the Historic Downtown (Map #1). This program is intended to complement and support the City of Paducah's other existing business programs such as the Upper story Residential Program and the Roof Stabilization Assistance Program.



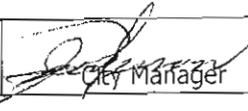
The redevelopment of buildings is crucial to maintaining an economically strong Downtown Commercial District: a commercial area where the image, appearance and environment encourage the attraction of shoppers. The intention of this program is to provide financial resources to assist new business owners with startup costs that are locating to Historic Downtown Paducah. Startup costs include new utility services, marketing, purchase of new equipment, interior and exterior renovations, exterior signs, professional fees and other moving incidentals approved by the Project Manager.

Funds Available: Account Name: - Downtown New Business Grant
Account Number: - 040-4411-592.23.07

Finance

Motion:

Attachments:

 Department Head	City Clerk 	 City Manager
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ORDINANCE NO. 2015-3-_____

**AN ORDINANCE ESTABLISHING AND APPROVING THE HISTORIC DOWNTOWN
NEW BUSINESS GRANT PROGRAM AND AUTHORIZING THE DIRECTOR OF
PLANNING TO ADMINISTER THE PROGRAM AND PROVIDE FINANCIAL
ASSISTANCE TO ELIGIBLE APPLICANTS FOR RELOCATION OF BUSINESSES TO
HISTORIC DOWNTOWN PADUCAH.**

WHEREAS, the City of Paducah desires the redevelopment of vacant, orphaned, or underutilized commercial properties located within its corporate boundaries and insuring the integrity and quality of its existing historic commercial district; and

WHEREAS, the City of Paducah's economic well-being is related to and dependent upon, sustained growth of its tax revenue base through the occupancy of underutilized commercial properties located within its historic downtown; and

WHEREAS, the City of Paducah desires to promote the inhabitation of vacant unused commercial space within buildings located within the Historic Downtown.

WHEREAS, the occupancy of buildings is crucial to maintaining an economically strong Downtown Commercial District; a commercial area where the image, appearance and environment encourage the attraction of shoppers.

WHEREAS, the City of Paducah desires to commit funds for the establishment of the Historic Downtown New Business Grant Program, which will be utilized to accomplish the goals of the City of Paducah by providing funds to eligible applicants for the purpose of relocating commercial businesses into existing structures in the Historic Downtown; and

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

ARTICLE I

Section 1 Title

1.1 This ordinance shall be known and may be cited as the "Historic Downtown New Business Grant Program of the City of Paducah".

Section 2 Purpose

2.1 Purpose: The purpose of the New Business Program is to provide for creation of new businesses and employment opportunities within the Historic Downtown (Map #1) This is intended to complement and support the City of Paducah's other existing business programs such as the Upper Story Residential Grant Program and the Roof Stabilization Assistance Program. The redevelopment of buildings is crucial to maintaining an economically strong Downtown Commercial District; a commercial area where the image, appearance and environment encourage the attraction of shoppers. The intention of this program is to provide financial resources to assist new business owners that are locating to Historic Downtown Paducah (Map#1).

Section 3 Definitions

3.1 Applicant. A business entity owning or leasing a vacant structure located on property within the Historic Downtown (Map #1).

3.2 Building. Any structure having enclosed space and a roof for the housing or enclosure of persons, animals or chattels.

3.3 Business. As defined in Section 106-61 of the Code of Ordinances for the City of Paducah.

3.3 Business Entity. As defined in Section 106-61 of the Code of Ordinances for the City of Paducah.

3.4 FTEs. Full-time employees as defined by KRS 154.32-010 (18) hired by applicant which are subject to the City's license fees as defined under Article IV of the Paducah Code of Ordinance, Sections 106-183 and 106-184.

3.5 Project Manager. The Director of Planning or his designee.

Section 4 General Provisions

4.1 Eligibility

a. Applications for a grant under the Program will be reviewed by the Project Manager upon the criteria outlined herein to determine eligibility.

b. All property receiving the financial assistance under the Program (i) shall be located within the Historic Downtown (Map #1) and (ii) shall be the location of a new business or the relocation of an existing business by the applicant from outside the Historic Downtown [or the corporate boundaries of the City of Paducah].

c. Program parameters include:

1. The New Business Grant Program will target buildings that have been vacant for a minimum of 3 months.
2. The financial assistance provided shall only be used to defray the following eligible costs: the initiation and hook up of new utility services, marketing for grand opening of new location, purchase of new equipment, set up costs of new equipment, interior and exterior renovations, exterior signs, and other moving incidentals as approved by the Project Manager. Professional, legal, architectural, engineering and permit fees may be included if approved by the Project Manager.
3. All required permits (i.e. zoning, building, etc.) must be obtained and the property must be free of any liens held by the City of Paducah and all property taxes, and any and all other governmental levies, assessments or taxes of every kind and nature whatsoever, which are assessed, levied, imposed upon, or would become due and payable out of or with respect to the property must be paid, including without limitation business license fees..
4. A minimum cash investment of \$10,000.00 by applicant in the building or property, which may include eligible cost, is required.
5. Once approved, applicants under the New Business Program are eligible to receive grants as follows:
 - i. For businesses utilizing and occupying less than 1,000 square feet in the building, 100 percent reimbursement of the first \$5,000.00 of eligible costs; and 50 percent reimbursement of eligible costs between \$5,001.00 and \$10,000.00.
 - ii. For business utilizing and occupying 1,000 square feet or more in the building, 100 percent reimbursement of the first \$7,500.00 of eligible costs; and 50 percent reimbursement of eligible costs between \$7,501.00 and \$15,000.00.

6. Applicants shall comply with all applicable building codes and the Paducah Zoning Ordinance.

Section 5 Administration

5.1 Staff

- a. The Project Manager shall perform the following duties:
 1. Preparation of the necessary applications, financial statements, a summary of the commitments to the rules and regulations of the program, and such other forms to be executed in administering the program. The appropriate forms shall include, along with other data deemed appropriate, the New Business Grant Program application.
 2. Review the eligibility of the applicant based on the requirements of this ordinance.
 3. Determine whether the proposed work to be performed meets the parameters of this ordinance and whether the cost to complete that work is reasonable. Said determination shall be in writing and kept on file as part of the application.
 4. Conduct appropriate, periodic inspections of the work being done and, when satisfactorily completed, issue a certificate of compliance bearing the date the certificate was issued. A copy of this certificate shall be kept as part of the file.

5.2 Funding

- a. The City of Paducah may make annual budgetary appropriation as it deems necessary to fund the program established by this ordinance and the administrative costs associated therewith. The City of Paducah will provide an initial budget of \$30,000.00 to fund this program for the remainder of the 2014-2015 fiscal year from project account DT0038

Section 6 Procedures for Making Application, Review and Approval

6.1 Application

- a. Applications will only be accepted as funds are available.
- b. A sales contract or signed lease and a business plan in a form acceptable to the Project Manager shall accompany the completed application.
- c. Applications and other required forms shall be on a form prescribed by the Department of Planning and shall be filed in the manner prescribed by the Department of Planning. Technical assistance shall be available from that office to assist applicants in completing and submitting an application. There may be no fee for filing an application.

6.2 Review

- a. The Project Manager shall determine the completeness of the application. Incomplete applications will not be processed.
- b. Upon a determination of completeness, the Project Manager shall make a determination as to whether the applicant meets the eligibility criteria under the Program.
- c. Upon a determination that the applicant is eligible under the Program, the Project Manager shall forward the application to the Main Street Design Committee if it is determined that the exterior portions of the structure that are ordinarily visible from the public right of way are being altered and the address is not located within the H-1 Zone. The Design Committee shall make written design recommendations to the Program Manager within 15 days of receipt of the application. If the Design Committee fails to

make the aforesaid recommendations within this 15 day period, the design alteration shall be deemed approved and the application shall proceed back to the Project Manager for approval. If the address is located within the H-1 zone, the application will be forwarded to the HARC for review per Section 126-115h of the Paducah Code of Ordinances.

d. If multiple applications are received, the Program Manager shall evaluate applicant eligibility in accordance with the following criteria:

1. Total relocation costs. 25%
2. Compatibility of proposed use within the Historic District and projected pedestrian impact within the District.
3. Number of FTEs to be hired by applicant (may include applicant). 25%
4. Capital commitment of applicant to rehabilitate structure (façade, roof, retail space). 25%

e. Program Grant awards may be given based on availability of funds.

6.3 Recipient Applicants' Obligations upon Grant Approval from the City of Paducah.

a. Recipient applicant shall deliver to the Project Manager the following documents in fully executed form:

i. Any and all documents requested by the Project Manager evidencing recipient applicant's expenditure of eligible costs to be reimbursed by this grant as required by Section 6.4 herein.

ii. Certificate of occupancy issued by the appropriate governmental entity.

iii. Written reports, with supporting documentation, of the recipient applicant's progress in completing the improvements to the property and satisfying the employment commitments upon the request of the Project Manager.

b. The recipient applicant shall complete the improvements to the property and shall be open for business within 12 months from the date of the grant award, unless granted an extension in writing by the Department of Planning. In no case shall the application be extended beyond 6 additional months. Any Program grant awarded but not acted upon by the recipient applicant shall become void 18 months from the date of the award and shall be purged from the files of the Department of Planning.

6.4 Disbursement of Grant.

a. Subject to the terms and conditions hereinafter provided, the applicant shall be entitled to draw grant funds when a certificate of occupancy has been issued. Under no circumstance will grant funds be advanced. However, notwithstanding the foregoing, disbursement shall only be made when the following conditions precedents shall have been satisfied:

1. The recipient applicant shall submit for the Project Manager's review a written request for reimbursement of eligible costs. The written request shall be signed by the recipient applicant and approved contractor if construction work was completed. [Does the City want to approve the contractor?? If so, at what point does the City review the contract and make approval??]
2. The recipient applicant shall provide to Project Manager a certification executed by the approved contractor which shall certify the eligible costs incurred in the construction process have been paid in full.
3. The Project Manager has verified that the construction is in accordance with building and construction plans and specifications.
4. The recipient applicant has complied with the terms of this ordinance.

5. The recipient applicant shall provide to the Project Manager all original receipts for the eligible costs with proof of payment.
6. The recipient applicant shall provide to the Project Manager a Certificate of Occupancy for the building.

b. In the event all of the foregoing condition precedents are fully satisfied, the Project Manager shall within ten (10) business days following date of request remit directly to the recipient applicant the permitted amount of draw.

c. In the event all of the foregoing condition precedents are not fully satisfied, the Project Manager shall have the right, at his discretion, to refuse the request in total until such time as all condition precedents are satisfied, or pay such portion of the request that the Project Manager deems appropriate. Additionally, the Project Manager shall have the right to pay the grant proceeds directly to any creditors who have provided labor or materials for the construction or the rehabilitation work, which payments shall be deemed for and in behalf of the recipient applicant and as a part of the grant hereunder. The Project Manager's determination shall be binding and final upon the recipient applicant and the approved contractor.

ARTICLE II

If any section, subparagraph, sentence, clause or phrase of this Ordinance shall be held to be invalid, such decision shall not invalidate the remaining portion of this Ordinance.

ARTICLE III

All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

ARTICLE IV

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

MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, March 10, 2015
Adopted by the Board of Commissioners, March _____, 2015
Recorded by City Clerk, March _____, 2015
Published by *The Paducah Sun*, _____, 2015
\\ord\plan\HISTORIC DOWNTOWN NEW BUSINESS GRANT PROGRAM

Agenda Action Form
Paducah City Commission

Meeting Date: 10 March 2015

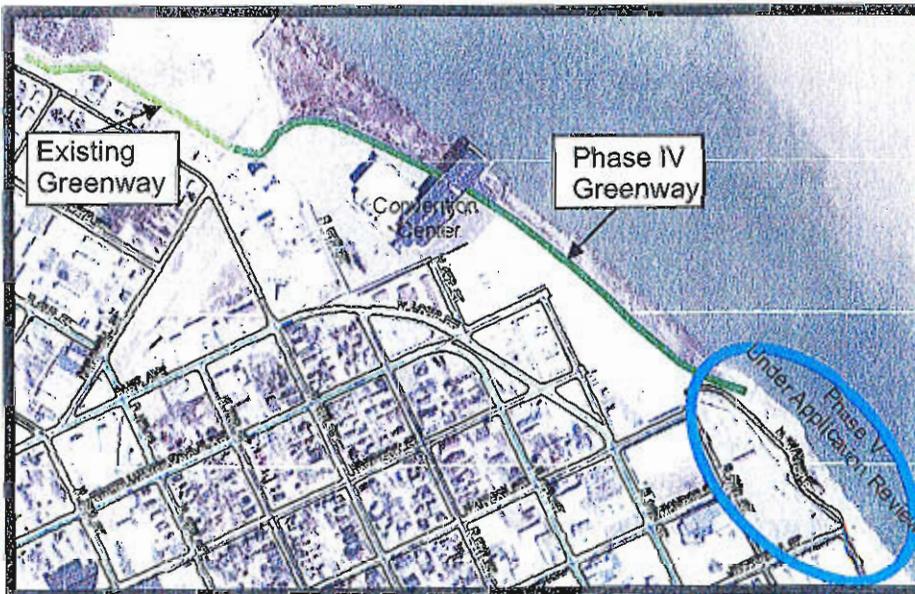
Short Title: 2010 Kentucky Transportation Enhancement Grant – Phase IV

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Mark Thompson, Rick Murphy, Steve Doolittle, Steve Ervin, Angela Weeks, Sheryl Chino
Presentation By: Rick Murphy

Background Information: The Kentucky Transportation Cabinet Transportation Enhancement (TE) Grant Program has provided three consecutive awards of \$500,000 for constructing aspects of the Greenway Trail. Currently, the Greenway Trail extends from Downtown's Riverfront Schultz Park atop the Ohio River Earthen Flood Wall to the west of Perkins Creek Nature Preserve near Coleman Road.

Through Ordinance number 7836 adopted on July 26, 2011, the City accepted a TE grant to extend the Greenway Trail through the Perkins Creek Nature Preserve (Phase III). In 2014, the city requested and was approved for an amendment to move the TE grant from the Perkins Creek Area to Schultz Park area (Phase IV).



A new grant agreement has been issued by the KY Transportation Cabinet for the Phase IV project, which will construct 5,760 foot trail beginning at Campbell Street and ending near Schultz Park (between Madison & Monroe Streets). The amount awarded is \$520,000 with a match requirement is \$130,000. Matching funds will be provided through the Boyles Estate Trust Fund and a 2014 Investment Fund

Transfer. The grant application was approved through municipal order 1422 on January 13, 2009.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: KY DOT Greenway Phase IV
Account Number: 04088215362307

[Signature]
3/4/2015
Finance

Project Number: PA00092
File: 6.224
CFDA: 20.205

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

 Planning Dept. Head	City Clerk	 City Manager
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AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT AND ALL DOCUMENTS RELATING THERETO WITH THE KENTUCKY DEPARTMENT OF TRANSPORTATION FOR AN ENHANCEMENT GRANT AWARD FOR THE DEVELOPMENT OF THE GREENWAY TRAIL PHASE IV

WHEREAS, the City of Paducah applied for a 2009 Kentucky Transportation Enhancement Program Grant adopted by Municipal Order No. 1422 on January 13, 2009, for the Greenway Trails Project-Phase IV; and

WHEREAS, in 2014, the City requested and was approved for an amendment to move the TE grant from the Perkins Creek area to the Schultz Park area; and

WHEREAS, the Kentucky Department of Transportation has approved the application and is now ready to award this grant.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a Grant Agreement and all documents relating thereto with the Kentucky Department of Transportation for a 2009 Kentucky Transportation Enhancement Grant Award in the amount of \$520,000.00 for construction of a foot trail of approximately 5,760 feet long beginning at Campbell Street and ending near Schultz Park (between Madison & Monroe Streets). Local funds required to match the grant are in the amount of \$130,000 and will be provided through the Boyles Estate Trust Fund and a 2014 Investment Fund transfer.

SECTION 2. This expenditure shall be charged through project account PA0092.

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 10, 2015
Adopted by the Board of Commissioners, March _____, 2015
Recorded by Tammara S. Sanderson, City Clerk, March _____, 2015
Published by The Paducah Sun. _____
\\ord\parks\grant-greenway trails-phase IV

Agenda Action Form Paducah City Commission

Meeting Date: March 10, 2015

Short Title: Contract for 2015-2016 Equipment Rental

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Brandy Topper-Curtiss, Street Superintendent
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On February 26, 2015, sealed bids were received for the City of Paducah's 2015-2016 Equipment Rental Contract. Two bids were received, with Central Paving Company submitting the lowest evaluated bid for the hourly equipment rates including operator as shown on the attached bid tab. The equipment rental hourly rates will begin upon execution of the contract and end December 31, 2016. The contract has a one-year renewal option, ending December 31, 2017, upon the mutual agreement of both parties.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Various Accounts
Account Number:

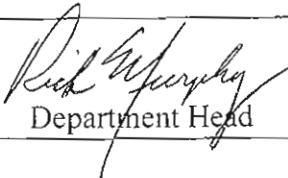
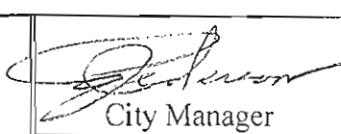


Staff Recommendation:

To receive and file the attached bids for Equipment Rental and adopt an Ordinance authorizing the Mayor to execute a Contract with Central Paving Company for Equipment Rental at the hourly rates listed on the attached bid tab for the 2015 and the 2016 calendar year; and to authorize the Mayor, subsequent to the recommendation of the City Engineer-Public Works Director, the option to execute a "One-Year Renewal Agreement" extending the contract time period for the 2017 calendar year ending December 31, 2017, upon the mutual agreement of both parties.

Attachments:

Advertisement, Bids, Bid Tab, copy of the Contract

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2015-3-_____

AN ORDINANCE ACCEPTING THE BID OF CENTRAL PAVING COMPANY FOR RENTAL OF VARIOUS EQUIPMENT FOR THE 2015 AND 2016 CALENDAR YEARS, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Central Paving Company for rental of various equipment for the 2015 and 2016 calendar years at the hourly rates listed below, and authorizes the Mayor to execute a contract for same. The hourly rates are as follows:

ITEM NO	DESCRIPTION	HOURLY RATES
1	Tractor Scraper	\$65.00
2	Dump Truck (tandem axle)	\$58.00
3	Dump Truck (tri-axle)	\$85.00
4	Excavator	\$93.00
5	Backhoe	\$40.00
6	Skid Steer Loader	\$60.00
7	Motor Grader	\$45.00
8	Vibratory Roller – small	\$28.00
9	Vibratory Roller – large	\$40.00
10	Dozer	\$90.00
11	Dozer – large	\$95.00
12	Small Paver w/4-Person Crew	\$75.00
13	Labor	\$45.00
14	Landfill Disposal Fee Per Truck Load	\$1.00

SECTION 2. The Mayor is hereby authorized to execute a contract with Central Paving Company for rental of various equipment at the hourly rates as accepted in Section 1 above, according to the specifications, bid proposal and contract documents heretofore approved and incorporated in the bid of February 26, 2015.

SECTION 3. The contract shall be binding upon the City and the Contractor, his partners, successors, assigns and legal representatives for the 2015-2016 calendar years ending December 31, 2016. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party. Further, the Mayor is hereby authorized, subsequent to the recommendation of the City Engineer-Public Works Director, to execute an additional One-Year Renewal Agreement extending the contract period for the 2017 calendar year ending December 31, 2017 upon the mutual agreement of both parties. If agreed, this renewal option will be exercised by both parties executing and delivering the written one-

year renewal agreement. The City reserves the right to rent various equipment at the quoted prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the Contractor be bound to rent the equipment at these prices past December 31, 2016.

SECTION 4. Expenditures for the City's equipment rental program shall be charged to various accounts.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, March 10, 2015
Adopted by the Board of Commissioners, March _____, 2015
Recorded by Tammara S. Sanderson, City Clerk, March _____, 2015
Published by The Paducah Sun, _____
\\eng\contract-equip rental 2015-2016

CITY OF PADUCAH
ENGINEERING PUBLIC WORKS DEPARTMENT
 2015-2016 EQUIPMENT RENTAL BID TAB
 Bid Opening: Thursday, February 26, 2015 2:00 PM CST

Recommend Acceptance

BIDDERS:				Central Paving Company P.O. Box 3230 Paducah, KY 42002			Danny Cope & Sons Excavating, LLC 530 Sharpe School Road Calvert City, KY 42029		
ITEM NO	EQUIPMENT DESCRIPTION	MINIMUM REQUIREMENTS	RELATIVE WEIGHT	CONTRACTOR'S EQUIPMENT	HOURLY RATES	WEIGHTED RATE (HRxRW)	CONTRACTOR'S EQUIPMENT	HOURLY RATES	WEIGHTED RATE (HRxRW)
1	Tractor Scraper	SAE net horsepower 320 Weight 54,000 # Rated payload 47,000 # Struct measure 14 cu yd	4	320 54,000 47,000 14	\$65.00	\$260.00	320 54,000 47,000 14	\$65.00	260.00
2	Dump Truck (tandem axle)	SAE net horsepower 205 Gross Vehicle Weight 44,000 # Bed Capacity 10 cu yd	8	400 55,000 15	\$58.00	\$464.00	237 44,000 14	\$58.00	484.00
3	Dump Truck (tri-axle)	SAE net horsepower 235 Gross Vehicle Weight 62,000 # Bed Capacity 18 cu yd	6	400 80,000 19	\$85.00	\$510.00	370 80,000 18	\$75.00	450.00
4	Excavator	SAE net horsepower 100 Weight 40,000 # Horizontal Reach 28' Depth 19' Bucket Width 30" Bucket Capacity 1 cu yd	8	140 54,320 28 22 48 1.50	\$93.00	\$744.00	110 48,000 28 19 30 1.00	\$100.00	800.00
5	Backhoe	SAE net horsepower 50 Horizontal Reach 17' Depth 14' Bucket Width (backhoe) 24" Bucket Width (loader) 72" Bucket Capacity 0.75 cu yd	6	55 18 15 24 84 1.00	\$40.00	\$240.00	50 17 14 24 72	\$45.00	270.00
7	Skid Steer Loader	SAE net horsepower 80 Weight 10,000 # Bucket Size 17.5 cu yd	5	85 10,000 17.5	\$60.00	\$300.00	80 10,000 17.5	\$65.00	325.00
8	Motor Grader	SAE net horsepower 130 Blade Length 12'	5	130 12	\$45.00	\$225.00	130 12	\$50.00	250.00
9	Vibratory Roller - Small	Weight 3,100 # Drum diameter 35"	6	3,200 36	\$28.00	\$168.00	3,100 36	\$35.00	210.00
10	Vibratory Roller - Large	Weight 5,000 # Drum diameter 48"	6	7,000 72	\$40.00	\$240.00	5,000 48	\$45.00	270.00
11	Dozer	SAE net horsepower 135 Weight 35,000 # Blade Width 11'	6	135 35,000 11	\$90.00	\$540.00	135 40,000 11.0	\$88.00	528.00
12	Dozer (large)	SAE net horsepower 195 Weight 40,700 # Blade Width 11'8"	4	200 45,000 12	\$95.00	\$380.00	195 50,000 12	\$100.00	400.00
15	Small Paver with 4-Person Crew	Manufacturer Model Year Additional Info	6	Lee Boy 1,000 2008	\$75.00	\$450.00	Lee Boy L 1000 2000	\$160.00	960.00
16	Labor	Labor per hour per person	4		\$45.00	\$180.00		\$30.00	120.00
17	Landfill Disposal Fee	Disposal Per Truck Load	3		\$1.00	\$3.00		\$50.00	150.00

WEIGHTED TOTAL

\$4,704.00

5,457.00

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

AGREEMENT FOR THE 2015-2016 EQUIPMENT RENTAL CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2015 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **Central Paving Company**, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish the requested Equipment fully operational, including operator, transportation and fuel in order to complete the Work as requested by the Owner at the established hourly rates for the **2015-2016 EQUIPMENT RENTAL CONTRACT** in accordance with this Agreement, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the Engineering-Public Works Department of the City of Paducah shall, in all respects, be acting as both Engineer and agent for the Owner, City of Paducah. All work done by the Contractor shall be completed under the general supervision of the Engineer.

ARTICLE 2. CONTRACT TIME

This Contract shall be binding upon the City and the Contractor, his partners, successors, assigns, and legal representatives for remaining portion of the 2015 calendar year and the 2016 calendar year ending December 31, 2016. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

The term of the contract may be renewable for an additional one-year term, ending December 31, 2017, upon the mutual agreement of both parties. The City Engineer-Public Works Director, acting as agent for the Owner, shall determine, in his sole discretion, the option to renewal. If agreed, this renewal option will be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The City reserves the right to have said contract work completed at the quoted prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the Contractor be bound to complete the work at these prices past December 31, 2016.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract at the rates listed below for Equipment Rental as quoted in the Bid Proposal by the Contractor dated February 26, 2015, which shall constitute full compensation for the work and services authorized herein. Contract prices are firm and will not be altered during the contract period. The Contractor agrees that no minimum amount of purchase shall be required.

The Contract Unit Prices shall begin upon execution of this Agreement and shall not be adjusted during the contract time period.

Equipment Rental Rates

Tractor Scraper	\$ 65.00	per hour
Dump Truck – Tandem	\$ 58.00	per hour
Dump Truck - Tri-axle	\$ 85.00	per hour
Excavator	\$ 93.00	per hour
Backhoe	\$ 40.00	per hour
Skid Steer Loader	\$ 60.00	per hour
Motor Grader	\$ 45.00	per hour
Vibratory Roller – Small	\$ 28.00	per hour
Vibratory Roller – Large	\$ 40.00	per hour
Dozer	\$ 90.00	per hour
Dozer –large	\$ 95.00	per hour
Small Paver w/4-Labor Crew	\$ 75.00	per hour
Labor	\$ 45.00	per hour
Landfill Disposal Fee	\$1.00	per load

ARTICLE 4. PAYMENTS

The Contractor may submit each month, and no more than once a month, a Request for Payment for the Contracted Rental Equipment in accordance with the Specifications. The Owner will make payments on or about thirty (30) days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent (10%) retainage may be held until the requested work has been completed and accepted.

ARTICLE 5. 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.

CONTRACTOR

CITY OF PADUCAH, KENTUCKY

BY _____

BY _____

TITLE _____

Gayle Kaler, Mayor

ADDRESS:

ADDRESS:

Post Office Box 2267
Paducah, Kentucky 42002-2267

Agenda Action Form Paducah City Commission

Meeting Date: March 10, 2015

Short Title: Contract for the 2015-2016 Street Resurfacing Program

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Brandy Topper-Curtiss, Street Superintendent
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On February 26, 2015, sealed bids were received for the City of Paducah's 2015-2016 Street Resurfacing Program. This program consists primarily of the bituminous resurfacing and milling of city streets in accordance with the yearly street resurfacing program. Jim Smith Contracting Company, LLC, submitted the only bid for the unit bid prices shown on the attached bid tab. The contract unit prices shall begin upon execution of the contract and end December 31, 2016. The contract has the option for an additional one-year renewal, ending December 31, 2017, upon the mutual agreement of both parties.

In accordance with the Specifications, the Contract unit prices may be adjusted in accordance with Section 109.07 "Price Adjustments" of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Street Rehabilitation
Account Number: 003-2217-531-4227

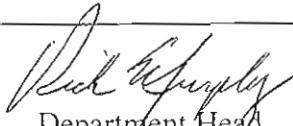
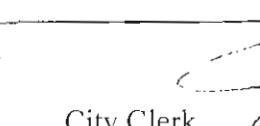
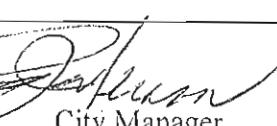
 3/4/2015
Finance

Staff Recommendation:

To receive and file the bid submitted for the 2015-2016 Street Resurfacing Program and adopt an Ordinance authorizing the Mayor to enter into an agreement with Jim Smith Contracting Company, LLC., for the unit prices listed on the attached bid tab for the 2015 and 2016 calendar year ending December 31, 2016, and allow "Price Adjustments" in accordance with the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition; and to authorize the Mayor, subsequent to the recommendation of the City Engineer-Public Works Director, to execute a "One-Year Renewal Agreement" extending the contract time period for the 2017 calendar year ending December 31, 2017, upon the mutual agreement of both parties.

Attachments:

Advertisement, Bid, Bid Tab, copy of the Contract

 Department Head	 City Clerk	 City Manager
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**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT**

2015-2016 STREET RESURFACING PROGRAM BID TAB

Bid Opening: Thursday, February 26, 2015 2:00 PM CST

BIDDERS			Recommend Acceptance
			Jim Smith Contracting, LLC 1108 Dover Road Grand Rivers, KY 42045
ITEM NO	DESCRIPTION	UNIT	UNIT PRICE
1	Bituminous Surface/Base	Ton	\$80.00
2	Milling Texture	Ton	\$47.50
5	Shoulder Construction	Ton	\$37.00

Subcontractors:

Charbon Contracting - Milling

ORDINANCE NO. 2015-3-_____

AN ORDINANCE ACCEPTING THE BID OF JIM SMITH CONTRACTING COMPANY, LLC, FOR THE CITY OF PADUCAH'S CALENDAR YEARS 2015 AND 2016 STREET RESURFACING PROGRAM. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Jim Smith Contracting Company, LLC, for the City of Paducah's calendar years 2015 and 2016 street resurfacing program with the option of a one-year extension, said bid being in substantial compliance with the bid specifications and advertisement for bids, and as contained in the bid of Jim Smith Contracting Company, LLC, of February 26, 2015.

SECTION 2. The City of Paducah accepts the bid of Jim Smith Contracting Company, LLC, for roadway resurfacing, repair, and miscellaneous construction of various streets within the City of Paducah at the following unit bid prices:

ITEM NO	DESCRIPTION	UNIT	UNIT BID PRICES
1	Bituminous Surface/Base	TON	\$80.00
2	Milling Texture	TON	\$47.50
3	Shoulder Construction	TON	\$37.00

Said bid prices may be adjusted in accordance with Section 109.07 "Price Adjustments" of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

SECTION 3. That the Mayor is hereby authorized to execute a contract with Jim Smith Contracting Company, LLC, for roadway resurfacing, repair, and miscellaneous construction of various streets as accepted in Sections 1 and 2 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 4. The contract shall be binding upon the City and the Contractor, his partners, successors, assigns and legal representatives for the remaining portion of the 2015 calendar year and the 2016 calendar year ending December 31, 2016. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party. Further, the Mayor is hereby authorized, subsequent to the recommendation of the City Engineer-Public Works Director, to execute an additional one-year renewal agreement extending the contract period for the 2017 calendar year ending December 31, 2017, upon the mutual agreement of both parties. If agreed, this renewal option will be exercised by both parties executing and delivering the written one-year renewal agreement. The City reserves the right to have said contract work completed at the quoted prices until the one-year renewal agreement has been executed by the parties. However, in no case shall the Contractor be bound to complete the work at these prices past December 31, 2016.

SECTION 5. This expenditure shall be charged to the Street Rehabilitation Account.

SECTION 6. 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 10, 2015
Adopted by the Board of Commissioners, March _____, 2015
Recorded by Tammara S. Sanderson, City Clerk, March _____, 2015
Published by The Paducah Sun, _____
\ord\eng\resurfacing 2015-2016

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

AGREEMENT FOR THE 2015-2016 RESURFACING PROGRAM

THIS AGREEMENT, made this _____ day of _____, 2015 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **Jim Smith Contracting, LLC**, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the **2015-2016 RESURFACING PROGRAM**. All Work shall be in accordance with this Agreement, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the Engineering-Public Works Department of the City of Paducah shall, in all respects, be acting as both Engineer and agent for the Owner, City of Paducah. All work done by the Contractor shall be completed under the general supervision of the Engineer.

ARTICLE 2. CONTRACT TIME

This Contract shall be binding upon the City and the Contractor, his partners, successors, assigns, and legal representatives for remaining portion of the 2015 calendar year and the 2016 calendar year ending December 31, 2016. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

The term of the contract may be renewable for an additional one-year term, ending December 31, 2017, upon the mutual agreement of both parties. The City Engineer-Public Works Director, acting as agent for the Owner, shall determine, in his sole discretion, the option to renewal. If agreed, this renewal option will be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The City reserves the right to have said contract work completed at the quoted prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the Contractor be bound to complete the work at these prices past December 31, 2016.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract at the rates listed below for Asphalt Milling and Resurfacing work as quoted in the Bid Proposal by the Contractor dated February 26, 2015, which shall constitute full compensation for the work and services authorized herein. The Contractor agrees that no minimum amount of purchase shall be required.

Contract Unit Prices shall begin upon execution of this Agreement. Said Contract Unit Prices may be adjusted in accordance with Section 109.07 "Price Adjustments" of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

RESURFACING UNIT PRICES

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Bituminous Surface/Base	Ton	\$80.00
2.	Milling Texture	Ton	\$47.50
3.	Shoulder Construction	Ton	\$37.00

ARTICLE 4. PROGRESS PAYMENTS

The Contractor may submit each month, and no more than once a month, a Request for Payment for Work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty, (30) days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent (10%) retainage may be held until final completion and acceptance of the work.

Compensation for any "Price Adjustments" agreed to by the City Engineer will be paid in accordance with Section 109.07.03 of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due sixty, (60) days after substantial completion of the work, provided the work will then be fully completed and the Contract fully performed in accordance with the specifications.

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.

CONTRACTOR

CITY OF PADUCAH, KENTUCKY

BY _____

BY _____

Gayle Kaler, Mayor

TITLE _____

ADDRESS: _____

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

Agenda Action Form Paducah City Commission

Meeting Date: March 10, 2015

Short Title: 2015-2016 Limestone Contract

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Brandy Topper-Curtiss, Street Superintendent

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

Background Information:

On February 26, 2015, sealed bids were received for the 2015-2016 Limestone Contract. This contract will be utilized to obtain Limestone required for various construction projects, street repair and miscellaneous projects within the City of Paducah for the 2015 and 2016 calendar years. Pine Bluff Sand and Gravel Company submitted the only bid for the unit bid prices shown on the attached bid tab. The contract unit prices shall begin upon execution of the contract and end December 31, 2016. The contract has the option for an additional one-year renewal, ending December 31, 2017, upon the mutual agreement of both parties.

In accordance with the Specifications, the Contract unit prices may be adjusted in accordance with Section 109.07 "Price Adjustments" of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Various Accounts
Account Number:

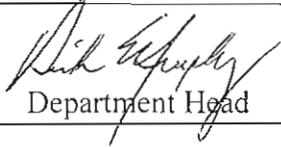
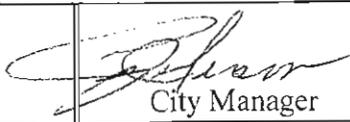
 3/4/2015
Finance

Staff Recommendation:

To receive and file the bid submitted for the 2015-2016 Limestone Contract and adopt an Ordinance authorizing the Mayor to enter into an agreement with Pine Bluff Sand and Gravel Company for the unit prices listed on the attached bid tab for the 2015 and 2016 calendar years ending December 31, 2016, and allow "Price Adjustments" in accordance with the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition; and to authorize the Mayor, subsequent to the recommendation of the City Engineer-Public Works Director, the option to execute a "One-Year Renewal Agreement" extending the contract time period for the 2017 calendar year ending December 31, 2017, upon the mutual agreement of both parties.

Attachments:

Advertisement, Bids, Bid Tab, and a copy of the Contract

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2015-3-_____

AN ORDINANCE ACCEPTING THE BID OF PINE BLUFF SAND AND GRAVEL COMPANY FOR SALE TO THE CITY OF ITS REQUIREMENT OF LIMESTONE FOR THE 2015 AND 2016 CALENDAR YEARS, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City accepts the bid of Pine Bluff Sand and Gravel Company, for sale to the City of its requirement of limestone, for the 2015 and 2016 calendar years, with a one-year option to renew, said bid being in substantial compliance with the bid specifications, and as contained in the bid of Pine Bluff Sand and Gravel Company, of February 26, 2015, at the following unit prices:

DESCRIPTION	DELIVERED BID AMOUNT	PICKED UP BID AMOUNT
#11	\$15.00	\$13.00
#3	\$14.25	\$12.25
#57	\$14.25	\$12.25
#68	\$14.50	\$12.50
#9M	\$15.00	\$13.00
DGA	\$14.50	\$11.25
DGA – Pugged	\$14.50	\$11.50
#125 Rip Rap	\$17.00	\$15.00
8" Rip Rap	\$17.00	\$15.00
8" Minus Rip Rap	\$16.00	\$14.00
¼" x 0 (Quarter Minus)	\$13.25	\$11.25

Said bid prices may be adjusted in accordance with Section 109.07 "Price Adjustments" of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

SECTION 2. The Mayor is hereby authorized to execute a contract with Pine Bluff Sand and Gravel Company, for sale to the City of the material accepted in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid of February 26, 2015.

SECTION 3. The contract shall be binding upon the City and the Contractor, his partners, successors, assigns and legal representatives for 2015 and 2016 calendar years ending December 31, 2016. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party. Further, the Mayor is hereby authorized, subsequent to the recommendation of the City Engineer-Public Works Director, to execute an additional One-Year Renewal Agreement extending the contract period for the 2017 calendar year ending December 31, 2017 upon the mutual agreement of both parties. If agreed, this renewal option shall be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The City reserves the right to order the limestone at the quoted prices until the parties have executed the One-Year Renewal Agreement. However, in

no case shall the Seller be bound to sell the contract material at these prices past December 31, 2016.

SECTION 3. Expenditures for the City's limestone shall be charged to various accounts.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, March 10, 2015
Adopted by the Board of Commissioners, March _____, 2015
Recorded by Tammara S. Sanderson, City Clerk, March _____, 2015
Published by The Paducah Sun, _____
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CITY OF PADUCAH, KENTUCKY
 ENGINEERING-PUBLIC WORKS DEPARTMENT

LIMESTONE CONTRACT FOR 2015 - 2016
 BID OPENING: Thursday, February 26, 2015, 2:00 PM CST

ITEM DESCRIPTION	RECOMMEND ACCEPTANCE		DELIVERED BID AMOUNT	PICKED UP BID AMOUNT	DELIVERED BID AMOUNT	PICKED UP BID AMOUNT
	DELIVERED BID AMOUNT	PICKED UP BID AMOUNT				
BIDDERS:	Pine Bluff P.O. Box 3206 Paducah, KY 42002					
#11	\$15.00	\$13.00				
#3	\$14.25	\$12.25				
#57	\$14.25	\$12.25				
#68	\$14.50	\$12.50				
#9M	\$15.00	\$13.00				
DGA	\$14.50	\$11.25				
DGA - Pugged	\$14.50	\$11.50				
#125 Rip Rap	\$17.00	\$15.00				
8" Rip Rap	\$17.00	\$15.00				
8" Minus Rip Rap	\$16.00	\$14.00				
1/4" x 0 (Quarter Minus)	\$13.25	\$11.25				

Distance From Quarry to 10th & Burnett

3.5 miles

**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT
AGREEMENT - LIMESTONE FOR 2015-2016**

THIS AGREEMENT, made this _____ day of _____, 2015 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **Pine Bluff Sand and Gravel Company**, hereinafter called the **VENDOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The **VENDOR** agrees to furnish and sell to the **City of Paducah the OWNER's requirement of Limestone for 2015-2016** meeting the current edition of the "Kentucky Bureau of Highways Standard Specifications for Road and Bridge Construction". This material shall be supplied for various construction projects and street repair in accordance with the specifications and other contract documents prepared by/for the **OWNER** at the prices stated herein.

Throughout the performance of this Contract, the Engineering-Public Works Department of the City of Paducah shall, in all respects, be acting as both Engineer and agent for the **OWNER**.

ARTICLE 2. CONTRACT TIME

This Contract shall be binding upon the **OWNER** and the **VENDOR**, his partners, successors, assigns, and legal representatives for remaining portion of the 2015 calendar year and the 2016 calendar year ending December 31, 2016. Neither the **OWNER** nor the **VENDOR** shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party. However, in the event of default by the **VENDOR**, the **OWNER** shall have the right to terminate this Contract after giving five (5) days written notice of termination to the **VENDOR**.

The term of the Contract may be renewable for an additional one-year term, ending December 31, 2017, upon the mutual agreement of both parties. The City Engineer-Public Works Director, acting as agent for the **OWNER**, shall determine, in his sole discretion, the option to renewal. If agreed, this renewal option will be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The **OWNER** reserves the right to purchase Limestone at the quoted prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the **VENDOR** be bound to sell Limestone at these prices past December 31, 2016.

ARTICLE 3. THE CONTRACT AMOUNT

The **OWNER** shall pay the **VENDOR** for the supply of Limestone at the rates listed below as quoted in the Bid Proposal by the **VENDOR** dated February 26, 2015, which shall constitute full compensation for the Limestone authorized herein.

The **VENDOR** agrees that no minimum amount of Limestone shall be required for the unit prices per ton as quoted. No substitutes will be allowed for the materials ordered. In the event materials ordered are not available in sufficient quantity within the time period specified herein, the **VENDOR** shall be considered in default of their contract obligations.

Contract Unit Prices shall begin upon execution of the contract and end December 31, 2016, with extension to December 31, 2017 pending execution of the One-Year Renewal Agreement. Said Unit Prices may be adjusted in full accordance with Section 109.07 "Price Adjustments" of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

LIMESTONE UNIT PRICES

ITEM DESCRIPTION	UNIT	TO BE DELIVERED UNIT PRICE	TO BE PICKED UP UNIT PRICE
#11	Tons	\$15.00	\$13.00
#3	Tons	\$14.25	\$12.25
#57	Tons	\$14.25	\$12.25
#68	Tons	\$14.50	\$12.50
#9M	Tons	\$15.00	\$13.00
DGA	Tons	\$14.50	\$11.25
DGA – Pugged	Tons	\$14.50	\$11.50
#125 Rip Rap	Tons	\$17.00	\$15.00
8" Rip Rap	Tons	\$17.00	\$15.00
8" minus Rip Rap	Tons	\$16.00	\$14.00
¼" x 0 (Quarter Minus)	Tons	\$13.25	\$11.25

TO BE DELIVERED

The **VENDOR** agrees to sell and deliver to any point within the City Limits **Limestone** as ordered by the **OWNER** at the Contract Unit Prices per ton as quoted. Delivery of the **Limestone Delivered** as ordered shall be available within **Twenty-Four** business hours after receiving each order. The Contract price for **Limestone Delivered** shall include any and all delivery transportation charges, handling charges, FOB destination, fees, taxes, labor, materials, equipment, water, fuel, tools and services necessary for complete manufacture of said Limestone and delivery.

TO BE PICKED UP

The **VENDOR** agrees to sell **Limestone** as ordered **To-Be-Picked-Up** by the **OWNER** at the supplier's stockyard/quarry for the Contract Unit Prices per ton as quoted. The Contract price for **Limestone To-Be-Picked-Up** by the **OWNER** shall include any and all handling charges, fees, taxes, water, fuel, tools, labor, equipment and services necessary to load the Picked Up Limestone as ordered.

ARTICLE 4. REQUESTS FOR PAYMENT

The Vendor will be required to submit each month, and no more than once a month, a properly completed Invoice in accordance with all of the provisions stated within these specifications. Additionally, if the Vendor elects to utilize the "Unit Price Adjustment" in accordance with the **Section 109.07 "Price Adjustments" of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition**, then **full documentation** shall be submitted along with the invoice to justify the "Unit Price Adjustment" charged on the Invoice. Upon receipt

of a properly completed Invoice and all required documentation, the OWNER agrees to make Payment within **Thirty (30) days**. The OWNER reserves the right to withhold any of all payments or portions thereof if the Vendor fails to perform in accordance with the provisions of the contract or any modifications thereto.

ARTICLE 5. 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.

VENDOR

CITY OF PADUCAH, KENTUCKY

BY _____

BY _____
Gayle Kaler, Mayor

ADDRESS:

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