



Amended: 5/22/23

**CITY COMMISSION MEETING
AGENDA FOR MAY 23, 2023
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

NEW EMPLOYEE INTRODUCTIONS HR Administrative Assistant Brea Schofield; Firefighters Claydon Leneave, Jonathan Lawson, Michael Hall, Payton Harris; Deputy Fire Marshal Matthew Stevens

PRESENTATION 911 Award & Update - Kimberly Clark

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for May 9, 2023, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Position and Pay Schedule - S. WILCOX
	E.	Pay Grade Schedule - S. WILCOX
	F.	Renew a one-year contract with Mobile Communications of America for the maintenance and service of 911 radio software and hardware - B. LAIRD
	G.	Approve Contract between City of Paducah and Paducah Convention & Visitors Bureau in the Amount of \$25,000 for the Spring 2023 Quilt Show - D. JORDAN
	H.	<u>Authorize Purchase Agreement for Pumper Truck from Atlantic Emergency Solutions in a total discounted price of \$772,913 - D. DENTON</u>
	II.	<u>ORDINANCE(S) - ADOPTION</u>

		A.	Approve the Consensual annexation of a portion of 252 Locust Avenue - J. SOMMER
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Approve the Agreement between the City of Paducah and the American Federation of State, County, and Municipal Employees AFL-CIO, Local 1586 - S. WILCOX
		B.	City of Paducah KY - Fiscal 2024 Budget (7/1/2023 -- 06/30/2024) - D. JORDAN & A. KYLE
		C.	Amend Code of Ordinances Section 98-144 related to Special Events - L. PARISH
		D.	Amend Code of Ordinances Section 58-32 related to the Human Rights Commission - L. PARISH
	IV.	<u>DISCUSSION</u>	
		A.	Oak Grove Cemetery Updates - A. CLARK
		B.	Southside Neighborhoods Initiative Housing and Economic Programs - N. HUTCHISON & M. REASON
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	VI.	<u>EXECUTIVE SESSION</u>	

May 9, 2023

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, May 9, 2023, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Pro Tem Sandra Wilson presided. Upon call of the roll by the City Clerk, Lindsay Parish, the following answered to their names: Commissioners Guess, Henderson, Smith, and Mayor Pro Tem Wilson (4). Mayor Bray was unable to attend the meeting.

INVOCATION

Commissioner Smith led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Wilson led the pledge.

PROCLAMATION

Communications Manager Pam Spencer provided the following summary:

National Police Week Proclamation

On behalf of Mayor George Bray, Mayor Pro Tem Sandra Wilson presented to Police Chief Brian Laird and members of the Paducah Police Department a proclamation for National Police Week which is May 15 through May 21. This week honors the service and sacrifice of all law enforcement personnel. In 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day and the week in which that date falls as Police Week. Chief Laird mentioned the department's four fallen officers and the circumstances leading to their deaths. The officers and their dates of death are as follows: Officer Cal Smith (1893), Officer James Phelps (1894), Officer William Romain (1917), and Officer William H. Poore (1928).

PRESENTATION

Members of the Paducah Civic Beautification Board presented awards to the Dogwood Trail and Children's Art Contest winners.

CHILDREN'S ART CONTEST WINNERS

Best of Show

Caroline Blackmon Clark School 5th Grade Dogwood in a Vase

Dogwood Awards

Aaron Day Morgan Elementary 4th Grade

Isabella M. Jones Morgan Elementary 4th Grade

Lilith Hebert Clark Elementary 5th Grade Cardinal's Dogwood

Redbud Awards

Rachel Sampson Morgan Elementary 5th Grade

Taylor Foglesong Morgan Elementary 4th Grade

Olive Hideg Clark Elementary 4th Grade Dogwood Blossom

May 9, 2023

Azalea Awards

Zoe Day Morgan Elementary 2nd Grade

Damian Driscoll Morgan Elementary 5th Grade

Brayaja Dunivin-Petty McNabb Elementary 4th Grade Dogwood Love

DOGWOOD TRAIL WINNERS

ON TRAIL AWARDS

1912 Jefferson Street MacKinsey Arnett and Mason Malone

3143 Jefferson Street Cassey Rhoades

4125 Pines Road John and Sarah Aiken

175 Red Fox Trail Ricky and Lindsay Martin

4756 Buckner Lane Martha Reeves

2890 Broadway First Baptist Church

301 West Jefferson Jesa Holt

210 Wallace Lane Cynthia Wade

OFF TRAIL AWARDS

200 Friedman Avenue Michelle Stevens

230 Cardinal Lane John and Martha Autry

MAYOR PRO TEM REMARKS

- Thanked the Civic Beautification Board for their hard work in organizing the Dogwood Trail.
- May is Mental Health Month. Mentioned the poster and thanked Commissioner Henderson for bringing this matter forward.

CONSENT AGENDA

Mayor Pro Tem Wilson asked if the Board wanted any items on the Consent Agenda removed for separate consideration. No items were removed for separate consideration. Mayor Pro Tem Wilson asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for the April 25 & 27, 2023 Board of Commissioners Meeting
I(B)	RECEIVE AND FILE DOCUMENTS: <u>Deed File:</u> 1. Deed of Correction – 416 North 13th Street – MO #2690 2. Deed of Correction – 418 North 13th Street – MO #2690 3. Deed of Conveyance between Paducah & Louisville Railway, Inc. and City of Paducah, Kentucky – MO #2707 <u>Contract File:</u> 1. Form of Performance Bond – Jim Smith Contracting Company, LLC – ORD 2023-03-8766 2. Form of Labor and Material Payment Bond – Jim Smith Contracting Company, LLC – ORD 2023-03-8766

May 9, 2023

	3. Agreement For Project, Notice of Award, Notice to Proceed, Form of Performance Bond, and Form of Labor and Material Payment Bond - Precision Construction and Contracting LLC d/b/a PCC Sports ORD 2023-04-8771 4. 2023 Annual Plan and Administrative Plan for the Section 8 Program – MO #2731 5. Entertainment Destination Center Agreement with O & A’s Piano Bar (Amanda Otey) 6. Settlement Agreement and Release of all Claims – David Guess (Plaintiff) and the City of Paducah, et al (Defendants) executed April 10, 2023 <u>Financials File:</u> 1. Paducah Water Works Financial Highlights - month ended March 31, 2023 <u>Bids File:</u> 1. Precision Construction and Contracting, LLC, d/b/a PCC Sports - Project Manual and Bid Documents – Construction of Pickleball Courts in Noble Park ORD 2023-04-8771 2. First Round Bid from PCC Sports (January 2023) – Pickleball Courts 3. Second Round Bids for Pickleball Courts a. Central Paving Co., of Paducah b. Hellas Construction, Inc. (Houston, Texas) c. PCC Sports* (Recommended Bid)
I(C)	Appointment of Todd Birdsong to the Creative & Cultural Council to replace Shand Stamper, whose term has expired. This term shall expire March 24, 2026
I(D)	Joint Appointment of Charles Leon Owens to the Paducah-McCracken County Industrial Development Authority (IDA), to replace Keith Anderson, whose term has expired. This term shall expire March 31, 2025.
I(E)	Personnel Actions
I(F)	A MUNICIPAL ORDER ACCEPTING THE PROPOSAL OF ZONES, LCC FOR THE PURCHASE OF COMPUTER NETWORK SWITCHES AND ROUTERS IN THE AMOUNT OF \$38,656.27 AND AUTHORIZES THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO#2732; BK 12)
I(G)	A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 1245 SOUTH SIXTH STREET FROM MARY BYRNE TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE (MO#2733; BK 12)
I(H)	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A GAMETIME GRANT FOR THE PURCHASE OF INCLUSIVE PLAY ELEMENTS FOR COLEMAN PARK PLAYGROUND IN THE AMOUNT OF \$22,370, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO#2734; BK 12)
I(I)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO ISSUE A REQUEST FOR QUOTES FOR CUSTODIAL SERVICES FOR THE PARKS AND RECREATION DEPARTMENT (MO#2735; BK 12)
I(J)	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A 2023 PORT SECURITY PROGRAM GRANT IN THE AMOUNT OF \$543,750 FOR THE PURCHASE OF A FIRE BOAT TO RESPOND TO WATER-BASED EMERGENCIES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO#2736; BK 12)

May 9, 2023

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the items on the consent agenda be adopted as presented.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, and Mayor Pro Tem Wilson (4).

ORDINANCE ADOPTIONS

APPROVE THE CLOSING OF 4,356 SQUARE FEET OF MONROE STREET BETWEEN 200 & 306 NORTH 2ND STREET

Commissioner Henderson offered motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE PROVIDING FOR THE CLOSING OF 4,356 SQUARE FEET OF MONROE STREET BETWEEN 200 AND 306 NORTH SECOND STREET, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME.” This Ordinance is summarized as follows: The City of Paducah does hereby authorize the closing of 4,356 square feet of Monroe Street between 200 and 306 North Second Street, and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City of Paducah to the property owner in or abutting the public way to be closed.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, and Mayor Pro Tem Wilson (4). **(ORD 2023-04-8772; BK 36)**

AUTHORIZE ACCEPTANCE OF MAINTENANCE RESPONSIBILITIES FOR CITY CERTAIN STREETS FROM THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET TO THE CITY OF PADUCAH

Commissioner Smith offered motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF MAINTENANCE RESPONSIBILITIES FOR CERTAIN STREETS FROM THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.” This Ordinance is summarized as follows: That the City of Paducah hereby authorizes the acceptance of maintenance responsibility for certain streets from the Commonwealth of Kentucky Transportation Cabinet as follows: Kentucky Avenue from Third Street to S. Water Street; Water Street from Kentucky Avenue to Broadway; and Broadway from Water Street to Third Street, and authorizes the Mayor to execute any and all documents relating to the aforementioned transfer.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, and Mayor Pro Tem Wilson (4). **(ORD 2023-04-8773; BK 36)**

ESTABLISH AN ENERGY PROJECT ASSESSMENT DISTRICT FOR ENERGY PROJECTS IN PADUCAH

Commissioner Guess offered motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE ESTABLISHING AN ENERGY PROJECT ASSESSMENT DISTRICT (EPAD) PROGRAM PURSUANT TO KRS 65.205 TO 65.209 TO ADVANCE THE CONSERVATION AND EFFICIENT USE OF ENERGY AND WATER RESOURCES WITHIN THE CITY OF PADUCAH, KENTUCKY BY ALLOWING

May 9, 2023

FOR ENERGY PROJECTS TO BE FINANCED BY ASSESSMENTS IMPOSED UPON THE REAL PROPERTY BEING IMPROVED THROUGH THE ENERGY PROJECTS; PROVIDING THE TERMS AND CONDITIONS OF THE PROGRAM; STATING THE INTENTION THAT ASSESSMENTS WILL BE UTILIZED TO SUPPORT PRIVATE SECTOR ENERGY PROJECTS; DESIGNATING THE EPAD AND ITS BOUNDARIES; PROVIDING FOR THE ADMINISTRATION OF THE EPAD PROGRAM; DETERMINING THE PROCEDURE BY WHICH OWNERS OF REAL PROPERTY MAY PETITION THE CITY FOR PARTICIPATION IN THE PROGRAM; DESIGNATING THE FINANCE DEPARTMENT AS THE COLLECTOR OF THE ASSESSMENT; AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL AGREEMENTS AND OTHER DOCUMENTS FOR THE IMPLEMENTATION AND ADMINISTRATION OF THE PROGRAM.” This Ordinance is summarized as follows: This ordinance establishes an Energy Project Assessment District (EPAD) program to advance the conservation and efficient use of energy and water resources within the City of Paducah, defines the boundary of said district, and outlines the program terms, administration, and procedure by which property owners may petition for participation. Further, this ordinance designates the Finance Department as the collector and authorizes the execution of any agreement for the implementation and administration of the program.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, and Mayor Pro Tem Wilson (4). **(ORD 2023-04-8774; BK 36)**

COMMENTS

City Manager Comments

- Thanked the City team members who cleaned up storm debris after the storm Monday.
- The Annual Iron Mom Half Marathon and 5k is Saturday.
- Lower Town Art and Music Festival is this weekend.

ADJOURN

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the meeting be adjourned.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Smith, and Mayor Pro Tem Wilson (4)

TIME ADJOURNED: 5:35 p.m.

ADOPTED: May 23, 2023

George P. Bray, Mayor

ATTEST:

Lindsay R. Parish, City Clerk

May 23, 2023

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Oath of Office – Edward Box – Civil Service Commission

Contract File:

1. Commonwealth of Kentucky – Rockport Bridge – Contract MO #2724

Financials File:

1. Edwin J. Paxton Park Golf Course – Audit and Financial Statements:
 - a. Year ended December 31, 2021
 - b. Year ended December 31, 2020
 - c. Year ended December 31, 2019

CITY OF PADUCAH
May 23, 2023

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



City Manager's Office Signature



Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
May 23, 2023**

NEW HIRES - FULL-TIME (F/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Willoughby, John D.	Parks Maintenance Supervisor	\$24.81/hr	NCS	Ex	June 1, 2023

NEW HIRES - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Beard, Bailey J.	Lifeguard	\$12.00/hr	NCS	Non-Ex	May 18, 2023
Champion, Jacquelyn B.	Lifeguard	\$12.00/hr	NCS	Non-Ex	May 18, 2023
Grogan, Jeremiah P.	Lifeguard	\$12.00/hr	NCS	Non-Ex	May 18, 2023
Haley, Madisyn G.	Lifeguard	\$12.00/hr	NCS	Non-Ex	May 18, 2023
Kale, Benjamin M.	Lifeguard	\$12.00/hr	NCS	Non-Ex	May 18, 2023
Peoples, Grace M.	Recreation Leader - Camp Counselor	\$12.00/hr	NCS	Non-Ex	May 25, 2023
Presscott, Kaelyn M.	Lifeguard	\$12.00/hr	NCS	Non-Ex	May 18, 2023
Rocha, Steven M.	Sports Official	\$25.00/hr	NCS	Non-Ex	June 1, 2023
Russell, Ava Grace	Lifeguard	\$12.00/hr	NCS	Non-Ex	May 18, 2023
Sains, Blair T.	Pool Attendant	\$11.00/hr	NCS	Non-Ex	May 18, 2023
Wicinski, Autumn	Recreation Leader - Camp Counselor	\$12.00/hr	NCS	Non-Ex	May 30, 2023

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (PART-TIME)

<u>PARKS & RECREATION</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Porter, Lauren E.	Recreation Leader - Camp Counselor \$14.00/hr	Sports Official \$20.00/hr	NCS	Non-Ex	May 4, 2023

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (FULL-TIME)

<u>FIRE - PREVENTION</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Cherry, Joseph G.	Deputy Chief \$51.39/hr	Deputy Chief \$53.57/hr	NCS	Ex	June 15, 2023
Tinsman, April	Deputy Fire Marshal \$33.66/hr	Deputy Fire Marshal \$35.09/hr	NCS	Non-Ex	June 15, 2023
<u>FIRE - SUPPRESSION</u>					
Burton, Joseph L.	Assistant Fire Chief \$32.16/hr	Assistant Fire Chief \$33.53/hr	NCS	Ex	June 15, 2023
Denton, David A.	Deputy Chief \$48.40/hr	Deputy Chief \$50.46/hr	NCS	Ex	June 15, 2023
Hatton, Charles P.	Assistant Fire Chief \$32.16/hr	Assistant Fire Chief \$33.68/hr	NCS	Ex	June 15, 2023
Kyle, Stephen	Fire Chief \$64.43/hr	Fire Chief \$67.17/hr	NCS	Ex	June 15, 2023
Owen, Christopher T.	Battalion Chief \$32.99/hr	Battalion Chief \$34.39/hr	NCS	Ex	June 15, 2023
Potter, John G.	Assistant Fire Chief \$29.59/hr	Assistant Fire Chief \$30.84/hr	NCS	Non-Ex	June 15, 2023
<u>POLICE</u>					
Antonites, Nathan	Captain \$42.23/hr	Captain \$43.08/hr	NCS	Ex	June 15, 2023
Baxter, Christopher	Captain \$43.29/hr	Captain \$44.16/hr	NCS	Ex	June 15, 2023
Copeland, Anthony J.	Assistant Chief - Support Services \$48.62/hr	Assistant Chief - Support Services \$49.59/hr	NCS	Ex	June 15, 2023
Crowell, Justin	Assistant Chief - Operations \$48.62/hr	Assistant Chief - Operations \$49.59/hr	NCS	Ex	June 15, 2023
Hayes, Joseph A.	Captain \$43.50/hr	Captain \$44.37/hr	NCS	Ex	June 15, 2023
Hodges, William J.	Detective Captain \$39.92/hr	Detective Captain \$40.72/hr	NCS	Ex	June 15, 2023
Laird, Brian	Police Chief \$59.98/hr	Police Chief \$61.18/hr	NCS	Ex	June 15, 2023
Thompson, Steven L.	Captain	Captain	NCS	Ex	June 15, 2023

CITY OF PADUCAH
PERSONNEL ACTIONS
May 23, 2023

Watson, Travis L.	\$38.75/hr	Captain	\$39.53/hr	Captain	NCS	Ex	June 15, 2023
	\$38.75/hr		\$39.53/hr				
<u>PUBLIC WORKS</u>							
Rogers, Terry M.	Solid Waste Laborer		Solid Waste Truck Driver		NCS	Non-Ex	May 18, 2023
	\$20.03/hr		\$20.63/hr				

TERMINATIONS - FULL-TIME (F/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Askew, Antonio D.	Maintenance Laborer	Termination	May 16, 2023

Agenda Action Form

Paducah City Commission

Meeting Date: May 23, 2023

Short Title: Position and Pay Schedule - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information: The Position and Pay Schedule is being updated to provide the fiscal year 2024 cost of living adjustments for all employees. There is a new Revenue Technician position added to the Finance Department. The Diversity Specialist position has been added in Human Resources. There are also compensation adjustments made to management positions in Police and Fire to relieve compression issues created by contract negotiations.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To approve the Position and Pay Schedule as submitted.

Attachments:

1. MO - Position and Pay Schedule Annual FY2023-2024 5-23-2023
2. Position and Pay Schedule -Jun 29

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING THE FY2024 POSITION AND PAY
SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City of Paducah desires to implement a 6% cost of living adjustment (COLA) for non-union employees, AFSCME members, and Police and Fire Union employees; and

WHEREAS, these adjustments shall be effective for the biweekly pay period beginning June 29, 2023, paid on July 21, 2023; and

WHEREAS, changes are included in the position and pay schedule for FY2023-2024 to reflect the correct, current number of vacant and filled positions, the correct department titles, and to add and remove specific positions; and

WHEREAS, in order to implement the changes, it is necessary to adopt the FY2023-2024 Position and Pay Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves and adopts the FY2023-2024 Position and Pay Schedule for the employees of the City of Paducah as attached hereto.

SECTION 2. That the FY2023-2024 Position and Pay Schedule wage adjustments approved in Section 1 above shall become effective for the biweekly pay period beginning June 29, 2023, and paid on July 21, 2023.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 23, 2023
Recorded by Lindsay Parish, City Clerk, May 23, 2023
mo/Position and Pay Schedule Annual FY2023-2024 5-23-2023

Section A.								
ADMINISTRATION		AUTHORIZED POSITIONS			FY 24	FY23		
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT
		NON-CS	RCSS/CS		RATE	RATE		GRADE
City Manager	1	1			<u>84.50</u>	79.72	40	E 18
Assistant City Manager	1	1			<u>57.92</u>	54.64	40	E 17
Assistant to the City Manager							40	E
Grants Administrator	1	1			<u>27.71</u>	26.14	40	E 10
Senior Administrative Assistant	1	1			<u>28.25</u>	26.65	40	NE 9
Communications Manager	1	1			<u>44.55</u>	42.03	40	E 13
Total Budgeted/Filled for Department		5	5	0	0			

Note: Moved ERP Manager and BA Positions to Technology Department (02/23)

Note: Moved Grants Administrator position from Finance to Administration

Section B.								
CITY CLERK / CUSTOMER EXPERIENCE DEPT.		AUTHORIZED POSITIONS			FY 24	FY23		
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT
		NON-CS	RCSS/CS		RATE	RATE		GRADE
City Clerk / Customer Experience Director	1	1			<u>47.01</u>	44.35	40	E 15
Assistant City Clerk	1	1			<u>30.68</u>	28.94	40	NE 10
Senior Customer Experience Representative	1	1			<u>26.39</u>	24.90	40	E 9
Customer Experience Representatives	1	1			<u>22.76</u>	21.47	40	NE 7
Total Budgeted/Filled for Department		4	4	0	0			

Note: Moved Customer Experience Representative position from CX/Clerk to IT

Section C.									
FINANCE DEPARTMENT		AUTHORIZED POSITIONS			FY 24	FY23			
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE	RATE			
Administration									
Director of Finance	1	1			<u>83.90</u>	79.15	40	E	17
Senior Administrative Assistant	1	1			<u>22.44</u>	21.17	40	NE	9
Accounting/Payroll									
Controller	1	1			<u>53.71</u>	50.67	40	E	15
Senior Accountant	1	1			<u>34.66</u>	32.70	40	E	12
Accountant	2	1			<u>25.56</u>	24.11	40	E	10
		1			<u>26.29</u>	24.80	40	E	10
Revenue									
Revenue Manager	1	1			<u>45.10</u>	42.55	40	E	14
Account Clerk							40	NE	
							40	NE	
Revenue Tech II	1	1			<u>23.18</u>	21.87	40	NE	9
Revenue Tech.	<u>3</u> 2	1		<u>1</u>	<u>21.40</u>	20.19	40	NE	8
		1			<u>19.58</u>	18.47	40	NE	8
Revenue Auditor	1	1			<u>29.21</u>	27.56	40	E	11
Total Budgeted/Filled for Department		<u>12</u> 11	11	0	<u>1</u>				

Note: The Revenue Tech III was removed and a Revenue Tech added.

* Position Red Light 2021

Note: RCSS - Individuals Retain Civil Service Status

Section D.								
TECHNOLOGY DEPARTMENT		AUTHORIZED POSITIONS			FY 24	FY23		

	BUDGET		FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	EXEMPT	PAY
POSITIONS	TOTAL	NON-CS	RCSS/CS			RATE	RATE	WORK	NONEXEMPT	GRADE
Chief Technology Director	1	1				<u>53.72</u>	50.68	40	E	16
Software Manager	1	1				<u>40.55</u>	38.25	40	E	13
Software Specialist	1			1		0.00	0.00	40	E	11
Systems Administrator	1	1				<u>27.92</u>	26.34	40	E	11
Systems Technician	1	1				<u>30.07</u>	28.37	40	E	10
Help Desk Technician	1	1				<u>19.35</u>	18.25	40	NE	8
GIS and Application Support Manager	1			1		0.00	0.00	40	E	12
GIS Specialist	1			1		0.00	0.00	40	E	11
Total Budgeted/Filled for Department	8	5	0	3						

Section E.

PLANNING DEPARTMENT	AUTHORIZED POSITIONS				FY 24	FY23				
	BUDGET		FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	EXEMPT	PAY
POSITIONS	TOTAL	NON-CS	RCSS/CS			RATE	RATE	WORK	NONEXEMPT	GRADE
Director of Planning	1	1				<u>49.70</u>	46.89	40	E	16
Planner III	1	1				<u>34.28</u>	32.34	40	E	12
Senior Administrative Assistant	1	1				<u>29.61</u>	27.93	40	NE	9
Business Development Specialist	1	1				<u>28.27</u>	26.67	40	E	11
Administrative Assistant								40	NE	7
Planner II	1			1		0.00	0.00	40	E	11
Planner I	1	1				<u>24.72</u>	23.32	40	E	10
Downtown Development Specialist	1	1				<u>25.82</u>	24.36	40	E	10
Total Budgeted/Filled for Department	7	6	0	1						

* Position Red Light 2021

Section F.

POLICE DEPARTMENT	AUTHORIZED POSITIONS				FY 24	FY23				
	BUDGET		FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	EXEMPT	PAY
POSITIONS	TOTAL	NON-CS	RCSS/CS			RATE	RATE	WORK	NON-EXEMPT	GRADE
Police Chief	1	1				<u>64.85</u>	61.18	40	E	17
Police Assistant Chief	2	2				<u>52.57</u>	49.59	40	E	15
Captains	6							40	E	14
		1				<u>47.03</u>	44.37			
		1				<u>46.81</u>	44.16			
		1				<u>45.66</u>	43.08			
		1				<u>43.16</u>	40.72			
		2				<u>41.90</u>	39.53			
Sergeants	9			1				40	NE	
5 years		<u>1</u> 2				<u>33.18</u>	31.30			
10 years		<u>4</u> 3				<u>34.84</u>	32.87			
15 years		<u>3</u> 2				<u>36.58</u>	34.51			
20 years						<u>38.41</u>	36.24			
25+ years						<u>40.33</u>	38.05			
Police Officer	63***			1				40	NE	
Police Officer - Recruit		6				<u>26.36</u>	24.87			
1 year		14				<u>26.36</u>	24.87			
3 years		9				<u>27.74</u>	26.17			
5 years		12				<u>29.12</u>	27.47			
10 years		9				<u>30.58</u>	28.85			

15 years		7		<u>32.11</u>	30.29			
20 years		5		<u>33.72</u>	31.81			
25 years				<u>35.40</u>	33.40			
Senior Administrative Assistant	2	1		<u>31.92</u>	30.11	40	NE	9
		1		<u>23.27</u>	21.95			
Administrative Assistant						40	NE	7
Crime Analyst						40	E	10
Crime Analyst II	1		1	0.00	0.00	40	E	11
Crime Scene Investigator				0.00	0.00	40		
				0.00	0.00	40		
Records Manager	1	1		<u>25.65</u>	24.20	40	E	9
Senior Records Clerk	1	1		<u>23.35</u>	22.03	40	NE	8
Records Clerk	2	1		<u>23.04</u>	21.74	40	NE	7
		4	<u>1</u>	0.00	17.80			
Senior Evidence Technician	1	1		<u>21.90</u>	20.66	40	NE	8
Evidence Technician	1	1		<u>19.66</u>	18.55	40	NE	7
Total Budgeted/Filled for Department	90	86	0	4				

* Position Red Light 2021

POLICE DEPARTMENT CON'T		AUTHORIZED POSITIONS			FY 24	FY23			
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
POSITIONS		BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	ADJ. RATE	ADJ. RATE	WORK	GRADE
<u>911 Communications Services</u>									
911 Communications Services Manager	1	1				<u>46.81</u>	44.16	40	E 13
Assistant 911 Communications Services Manager	1	4			<u>1</u>	<u>0.00</u>	34.24	40	E 12
Terminal Agency Coordinator	1				1	0.00	0.00	36/48	NE 8
911 System Administrator	1	1				<u>29.52</u>	27.85	40	E 10
Shift Supervisor	4	1			2	<u>29.26</u>	27.60	36/48	NE 10
			1			<u>24.19</u>	22.82	36/48	NE 10
Telecommunicator	14				<u>2</u> 3			36/48	NE 8
			1			<u>28.13</u>	26.54	36/48	NE 8
			1			<u>27.59</u>	26.03	36/48	NE 8
			1			<u>25.96</u>	24.49	36/48	NE 8
			1			<u>24.51</u>	23.12	36/48	NE 8
			1			<u>22.09</u>	20.84	36/48	NE 8
			1			<u>21.87</u>	20.63	36/48	NE 8
			1			<u>19.96</u>	18.83	36/48	NE 8
			2			<u>19.77</u>	18.65	36/48	NE 8
			1			<u>19.58</u>	18.47	36/48	NE 8
			2			<u>19.10</u>	18.02	36/48	NE 8
Senior Administrative Assistant	1	1				<u>30.05</u>	28.35	40	NE 9

* Position Red Light 2021

Note: Police Department Secretary/Public Information Officer is provided two hours minimum call-out pay.

**Note: Police Department adjustments will be made in accordance to Union Contract once the Captain's promotional process is completed.

***Note: The Police Officer authorization number increased by 3 in order to fulfill the COPS Grant for School Resource Officers for the next 4 years. 6/22/2021

****911**

*Note: 36/48 referes to the 12 hour schedule that has people working an alternating three and four 12-hour shifts per week, or 2184 hours per year

New system administrator position added and data entry clerk moved into position.

Add Pays: 1) 1 TAC \$1/hr 2) 2 CTO's \$0.50/hr

**** A supervisor position is filled

Total Budgeted/Filled for Department	23	17	0	6
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Section G.

FIRE DEPARTMENT	AUTHORIZED POSITIONS			FY 24	FY23
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POSITIONS	BUDGET TOTAL	FILLED NON-CS RCSS/CS	VACANT	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
<u>Administrative Division</u>								
Fire Chief	1	1		<u>71.20</u>	67.17	40	E	17
Deputy Fire Chief - Fire Prevention	1	1		<u>56.78</u>	53.57	40	E	15
Deputy Fire Chief - Operations	1	1		<u>53.49</u>	50.46	40	E	15
<u>Training Division</u>								
Battalion Chief/ Training Officer	1	1		<u>36.45</u>	34.39	40	E	12
<u>Fire Prevention Division</u>								
Battalion Chief/ Fire Marshal							E	
Deputy Fire Marshal	2	1	4	<u>37.20</u>	35.09		NE	12
		<u>1</u>		<u>32.11</u>	30.29			
Senior Administrative Assistant	1	1		<u>27.86</u>	26.28		NE	9
Code Enforcement Officer	3	1		<u>27.37</u>	25.82	40	NE	8
		1		<u>25.47</u>	24.03			
		1		<u>23.25</u>	21.93			
Permit Technician	1	1		<u>20.94</u>	19.75	40	NE	7
Permit Specialist						40	NE	
Chief Building Inspector	1	1		<u>39.77</u>	37.52	40	NE	12
Deputy Building Inspector	1	1		<u>28.85</u>	27.22	40	NE	10
Chief Electrical Inspector	1	1		<u>35.02</u>	33.04	40	NE	12
Deputy Electrical Inspector	1	1		<u>25.72</u>	24.26	40	NE	10
<u>Suppression Division</u>								
Fire Assistant Chief	3	1		<u>35.70</u>	33.68	40	E	14
		1		<u>35.54</u>	33.53			
		1		<u>32.69</u>	30.84			
Captains	15						NE	
<10 years				<u>21.96</u>	20.72			
10 years		4		<u>22.51</u>	21.24			
15 years		8		<u>23.08</u>	21.77			
20 years		2		<u>23.66</u>	22.32			
25 years		1		<u>24.24</u>	22.87			
Lieutenants	15						NE	
<10 years		12		<u>19.97</u>	18.84			
10 years		2		<u>20.47</u>	19.31			
15 years		1		<u>20.98</u>	19.79			
20 years				<u>21.51</u>	20.29			
25 years				<u>22.05</u>	20.80			
Firefighter	29		1 2**				NE	
Firefighter (Appointee)		4		<u>15.18</u>	14.32			
6 months		6		<u>16.37</u>	15.44			
1 year		2		<u>16.78</u>	15.83			
3 years		4		<u>17.19</u>	16.22			
5 years				<u>17.63</u>	16.63			
10 years				<u>18.07</u>	17.05			
15 years				<u>18.52</u>	17.47			
Firefighter (Relief Driver)							NE	
COLA + \$0.39 + \$0.10								
2 years		2		<u>17.69</u>	16.69			
3 years		6		<u>18.13</u>	17.10			
5 years		2		<u>18.58</u>	17.53			
10 years				<u>19.05</u>	17.97			
15 years				<u>19.53</u>	18.42			

Total Budgeted/Filled for Department	77	74	0	3
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* Position Red Light 2021

** Position Frozen 2009

Note: Executive Assistant I moved to Prevention from Administration

Note: Firefighter Relief Driver is not a new position. \$0.10 is factored in the pay rate

Note: A person may hold the position of Code Enforcement Officer I for a period not to exceed one year without becoming a certified Property Maintenance Inspector.

Note: To be considered for the position of Code Enforcement Officer II must obtain Property Maintenance Inspector I, Level I Building Inspector and successful review.

Note:* A person may hold the position of Deputy Building Inspector Level I for a period not to exceed two years without becoming certified.

Note: A person may hold the position of Deputy Electrical Inspector Level I for a period not to exceed one year without becoming certified.

Note: Building Inspector levels are equivalent to steps. These levels are dictated by state certification, and successful performance review.

Note: Deputy Fire Marshal to have State certification within one year.

Note: To be considered for Deputy Fire Marshal II must obtain NFPA Fire Inspector I, and II, and successful review.

Note: To be considered for Deputy Fire Marshal III must obtain NFPA Fire protection plan review and successful performance review.

Note: As Inspection's Civil Service positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

Section H.		AUTHORIZED POSITIONS			FY 24	FY 23			
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
ENGINEERING POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE			
City Engineer	1	1			<u>76.25</u>	71.93	40	E	17
Assistant City Engineer	1	1			<u>46.65</u>	44.01	40	E	14
Engineer Project Manager	1	1			<u>37.32</u>	35.21	40	E	13
Engineering Technician	1	1			<u>29.39</u>	27.73	40	E	11
Engineering Tech III	1	1			<u>43.25</u>	40.80	40	E	13
Senior Administrative Assistant	1	1			<u>26.36</u>	24.87	40	NE	9

Floodwall Division

EPW Floodwall Superintendent	1	1			<u>38.50</u>	36.32	40	E	13
Floodwall Operator	4						40	NE	
80%					<u>19.44</u>	18.34		NE	
85%					<u>20.66</u>	19.48		NE	
90%					<u>21.87</u>	20.63		NE	
95%					<u>23.09</u>	21.77		NE	
100%		2	2		<u>24.30</u>	22.92		NE	

Total Budgeted/Filled for Department	11	9	2	
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* Position Red Light 2021

Note: positions are eliminated through attrition they will be filled as a Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

Note: As the Floodwall Operators' CS positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Section I.		AUTHORIZED POSITIONS			FY 24	FY 23			
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
PUBLIC WORKS DEPT. POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE			
Public Works Director	1	1			<u>58.11</u>	54.82	40	E	16
Assistant Public Works Director	1	1			<u>49.86</u>	47.04	40	E	14
Administrative Assistant	1	1			<u>19.68</u>	18.57	40	NE	7

Street Division

Street Superintendent	1	1			<u>35.62</u>	33.60	40	E	13
Street Supervisor	1	1			<u>28.82</u>	27.19	40	E	11
Landscape Supervisor	1	1			<u>32.61</u>	30.76	40	E	11
Equipment Operator	3							NE	
80%					<u>19.63</u>	18.52			
85%					<u>20.86</u>	19.68			
90%					<u>22.09</u>	20.84			
95%					<u>23.31</u>	21.99			
100%		3			<u>24.54</u>	23.15			

CITY OF PADUCAH			FY 2024				June 29, 2023		
POSITION AND PAY SCHEDULE									
Concrete Finisher	1			1*				NE	
80%					<u>18.78</u>	17.71			
85%					<u>19.95</u>	18.82			
90%					<u>21.12</u>	19.93			
95%					<u>22.30</u>	21.03			
100%					<u>23.47</u>	22.14			
Right-Of-Way Maintenance Person	15			<u>2</u>				NE	
80%					<u>18.18</u>	17.14			
85%					<u>19.31</u>	18.22			
90%		2			<u>20.45</u>	19.29			
95%		1			<u>21.58</u>	20.36			
100%		9	1		<u>22.72</u>	21.43			
Laborer								NE	
80%					<u>16.92</u>	15.96			
85%					<u>17.98</u>	16.96			
90%					<u>19.04</u>	17.96			
95%					<u>20.09</u>	18.95			
100%					<u>21.15</u>	19.95			
Maintenance Division									
Maintenance Superintendent	1	1			<u>37.73</u>	35.59	40	E	13
Maintenance Supervisor	1	1			<u>28.38</u>	26.77	40	E	11
Janitor / Collector	4			4				NE	
80%					<u>16.52</u>	15.58			
85%		<u>1</u>			17.55	16.56			
90%					<u>18.59</u>	17.53			
95%		1			<u>19.62</u>	18.51			
100%		2			<u>20.65</u>	19.48			
Traffic Technician	1			1				NE	
80%					<u>18.92</u>	17.85			
85%					<u>20.10</u>	18.96			
90%					<u>21.29</u>	20.08			
95%					<u>22.47</u>	21.20			
100%					<u>23.65</u>	22.31			
Master Electrician	1			1*	0.00	0.00		NE	10
Maintenance Technician	5			<u>2</u> 1*				NE	
80%					<u>18.92</u>	17.85			
85%					<u>20.10</u>	18.96			
90%					<u>21.29</u>	20.08			
95%		1			<u>22.47</u>	21.20			
100%			2		<u>23.65</u>	22.31			
Fleet Maintenance Division									
Fleet Superintendent	1	1			<u>36.05</u>	34.01	40	E	13
Fleet Supervisor	1	1			<u>31.33</u>	29.56	40	E	11
Senior Administrative Assistant	1	1			<u>24.14</u>	22.77	40	NE	7
Fleet Mechanic I								NE	8
Fleet Mechanic II	5							NE	9
		1			<u>21.39</u>	20.18			
		1			<u>22.60</u>	21.32			
		1			<u>23.28</u>	21.96			
		1			<u>23.74</u>	22.40			
		1			<u>26.54</u>	25.04			
Solid Waste Division									
Solid Waste Superintendent	1	<u>1</u>		4	<u>34.21</u>	32.27	<u>40</u>	<u>E</u>	<u>13</u>
Solid Waste Supervisor	1	<u>1</u>		4	<u>28.82</u>	27.19	40	E	11
Compost Operations Supervisor	1	4		<u>1</u>	0.00	0.00	40	E	10
Administrative Assistant	1	1			<u>21.54</u>	20.32	40	NE	7
Laborer	1							NE	
80%					<u>16.92</u>	15.96			
85%					<u>17.98</u>	16.96			

90%				<u>19.04</u>	17.96	
95%				<u>20.09</u>	18.95	
100%		1		<u>21.15</u>	19.95	
Truck Driver	17		4			NE
80%				<u>18.56</u>	17.51	
85%				<u>19.72</u>	18.61	
90%		1		<u>20.88</u>	19.70	
95%		1		<u>22.04</u>	20.80	
100%		10	1	<u>23.20</u>	21.89	
Right-Of-Way Maintenance Person	0					NE
80%				<u>18.18</u>	17.14	
85%				<u>19.31</u>	18.22	
90%				<u>20.45</u>	19.29	
95%				<u>21.58</u>	20.36	
100%				<u>22.72</u>	21.43	
Compost Equipment Operator	2		4			NE
80%				<u>19.63</u>	18.52	
85%				<u>20.86</u>	19.68	
90%				<u>22.09</u>	20.84	
95%				<u>23.31</u>	21.99	
100%		2		<u>24.54</u>	23.15	
Total Budgeted/Filled for Department		70	54	4	12	

* Position Red Light 2021

Note: positions are eliminated through attrition they will be filled as a Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

Note: As the Floodwall Operators' CS positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Note: AFSCME employees in the classificaton above shall be eligible to receive "Shift Differential" of \$0.35/Hr.

Note: AFSCME employees in the above classification shall be eligible to receive \$0.50/Hr as a "Work Leader".

Section J.

PARKS & RECREATION DEPARTMENT	AUTHORIZED POSITIONS			FY 24	FY 23	HOURS	EXEMPT	PAY
	BUDGET	FILLED		VACANT	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE	WORK	NON-EXEMPT GRADE
		NON-CS	RCSS/CS					
POSITION	TOTAL							
Director of Parks & Recreation	1	1			<u>50.11</u>	47.27	40	E 16
Assistant Director of Parks	1	1			<u>41.76</u>	39.40	40	E 14
Assistant Director of Recreation	1	1			<u>41.76</u>	39.40		
Recreation Superintendent	1	1			<u>34.84</u>	32.87	40	E 13
Senior Recreation Specialist	1	1			<u>23.95</u>	22.59	40	E 10
Recreation Specialist	3	1		1	<u>22.25</u>	20.99	40	E 9
		1			<u>21.39</u>	20.18		
Senior Administrative Assistant	1	1			<u>25.62</u>	24.17		NE 9
Administrative Assistant	1	1			<u>20.15</u>	19.01		NE 7
Maintenance Division								
Supervisor	2			1				E 11
		1			<u>27.38</u>	25.83		
Laborer	13			3				NE
80%		2			<u>16.92</u>	15.96		
85%					<u>17.98</u>	16.96		
90%		1			<u>19.04</u>	17.96		
95%					<u>20.09</u>	18.95		
100%		5	2		<u>21.15</u>	19.95		
Right-Of-Way Maintenance Person	1			<u>1</u>				NE
80%					<u>18.18</u>	17.14		
85%					<u>19.31</u>	18.22		
90%					<u>20.45</u>	19.29		

95%		<u>21.58</u>	20.36
100%	4	<u>22.72</u>	21.43

Total Budgeted/Filled for Department	26	18	2	6
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* Position Red Light 2021

Note: Recreation Superintendent moved to Assistant Director Position, and Parks Maintenenace Superintendent moved to Public works, and then Parks & Rec. Super created and Rec. Specialist promoted.

Note: As positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

Note: AFSCME employees in the classificaton above shall be eligible to receive "Shift Differential" of \$0.35/Hr.

Note: AFSCME employees in the above classification shall be eligible to receive \$0.50/Hr as a "Work Leader".

Section K.

HUMAN RESOURCES & RISK	AUTHORIZED POSITIONS			FY 24	FY 23	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
	BUDGET TOTAL	FILLED NON-CS RCSS/CS	VACANT	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE			
Director of Human Resources	1	1		<u>53.43</u>	50.41	40	E	15
Risk Manager	1	1		<u>36.59</u>	34.52	40	E	13
<u>Diversity Specialist</u>	<u>1</u>		<u>1</u>	0.00	0.00	<u>40</u>	<u>E</u>	<u>10</u>
H R Generalist	1	1		<u>24.95</u>	23.54	40	E	9
Administrative Assistant	1	<u>1</u>	4	<u>17.49</u>	16.50	40	NE	7
Total Budgeted/Filled for Department	<u>5</u> 4	4	0	1				

Agenda Action Form

Paducah City Commission

Meeting Date: May 23, 2023

Short Title: Pay Grade Schedule - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie Wilcox
Presentation
By: Stefanie Wilcox

Background Information: The Pay Grade Schedule is being updated to add the Diversity Specialist position to it and all pay ranges are being increased to reflect the cost of living adjustments that employees will receive effective with the beginning of fiscal year 2024 on July 1, 2023.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority: Minority Inclusion.

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: It is recommended to approve the updated Pay Grade Schedule.

Attachments:

1. MO pay grade schedule Annual FY2023-2024 5-23-2023
2. Pay Grade Schedule 6 29 2023

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING THE FISCAL YEAR 2024 PAY GRADE SCHEDULE
FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the Commission wishes to adopt a new Pay Grade Schedule to
reflect cost of living adjustment and to reflect the correct and current position titles; and

WHEREAS, in order to implement the changes, it is necessary to adopt the
FY2023-2024 Pay Grade Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby adopts and approves the FY2023-2024
Pay Grade Schedule as attached hereto.

SECTION 2. This Order will be effective on June 29, 2023 for Fiscal Year 2023-
2024.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 23, 2023
Recorded by Lindsay Parish, City Clerk, May 23, 2023
\\mo\pay grade schedule Annual FY2023-2024 5-23-2023

City of Paducah, KY
 Job Grade Schedule
 Effective June 29, 2023

Grade	Proposed Job Title	Minimum	Midpoint	Maximum
18				
	City Manager	125,208	162,771	200,333
17				
	Assistant City Manager	106,386	135,642	164,898
	City Engineer	106,386	135,642	164,898
	Director of Finance	106,386	135,642	164,898
	Fire Chief	106,386	135,642	164,898
	Police Chief	106,386	135,642	164,898
16				
	Chief Technology Director	90,541	115,440	140,339
	Director of Parks & Recreation	90,541	115,440	140,339
	Director of Planning	90,541	115,440	140,339
	Director of Public Works	90,541	115,440	140,339
15				
	City Clerk/Director of Customer Experience	83,954	107,041	130,128
	Controller	83,954	107,041	130,128
	Deputy Fire Chief - Operations	83,954	107,041	130,128
	Deputy Fire Chief - Prevention	83,954	107,041	130,128
	Director of Human Resources	83,954	107,041	130,128
	Police Assistant Chief	83,954	107,041	130,128
14				
	Assistant City Engineer	77,366	98,642	119,917
	Assistant Director of Parks	77,366	98,642	119,917
	Assistant Director of Public Works	77,366	98,642	119,917
	Assistant Director of Recreation	77,366	98,642	119,917
	Fire Assistant Chief	77,366	98,642	119,917
	Police Captain	77,366	98,642	119,917
	Revenue Manager	77,366	98,642	119,917
13				
	Communications Manager	69,835	87,293	104,752
	E-911 Communication Services Manager	69,835	87,293	104,752
	Engineer Project Manager	69,835	87,293	104,752
	Engineer Technician III	69,835	87,293	104,752
	Fleet Superintendent	69,835	87,293	104,752
	Floodwall Superintendent	69,835	87,293	104,752
	Maintenance Superintendent	69,835	87,293	104,752
	Recreation Superintendent	69,835	87,293	104,752
	Risk/Safety Manager	69,835	87,293	104,752
	Software Manager	69,835	87,293	104,752
	Solid Waste Superintendent	69,835	87,293	104,752
	Streets Superintendent	69,835	87,293	104,752
12				
	Assistant E-911 Communication Services Manager	61,801	77,251	92,701
	Battalion Chief/Fire Training Officer	61,801	77,251	92,701
	Chief Building Inspector	61,801	77,251	92,701
	Chief Electrical Inspector	61,801	77,251	92,701
	Deputy Fire Marshal	61,801	77,251	92,701
	GIS and Application Support Manager	61,801	77,251	92,701
	Planner III	61,801	77,251	92,701
	Senior Accountant	61,801	77,251	92,701
11				
	Business Development Specialist	54,691	68,364	82,036
	Crime Analyst II	54,691	68,364	82,036
	Engineer Technician	54,691	68,364	82,036
	GIS Specialist	54,691	68,364	82,036
	Landscape Supervisor	54,691	68,364	82,036
	Revenue Auditor	54,691	68,364	82,036
	Planner II	54,691	68,364	82,036

Software Specialist	54,691	68,364	82,036
Supervisor Fleet	54,691	68,364	82,036
Supervisor Maintenance	54,691	68,364	82,036
Supervisor Solid Waste	54,691	68,364	82,036
Supervisor Street	54,691	68,364	82,036
Systems Administrator	54,691	68,364	82,036
10			
Accountant	48,831	61,039	73,247
Assistant City Clerk	48,831	61,039	73,247
Crime Analyst I	48,831	61,039	73,247
Deputy Building Inspector	48,831	61,039	73,247
Deputy Electrical Inspector	48,831	61,039	73,247
<u>Diversity Specialist</u>	48,831	61,039	73,247
Downtown Development Specialist	48,831	61,039	73,247
E-911 Shift Supervisor	48,831	61,039	73,247
E-911 System Administrator	48,831	61,039	73,247
Grants Administrator	48,831	61,039	73,247
Planner I	48,831	61,039	73,247
Senior Help Desk Technician	48,831	61,039	73,247
Senior Human Resources Generalist	48,831	61,039	73,247
Senior Recreation Specialist	48,831	61,039	73,247
Supervisor Compost	48,831	61,039	73,247
Systems Technician	48,831	61,039	73,247
9			
Codes Enforcement Officer II	44,489	54,499	64,509
Fleet Mechanic II	44,489	54,499	64,509
Human Resources Generalist	44,489	54,499	64,509
Records Division Manager	44,489	54,499	64,509
Recreation Specialist	44,489	54,499	64,509
Revenue Technician II	44,489	54,499	64,509
Senior Administrative Assistant	44,489	54,499	64,509
Senior Customer Experience Representative	44,489	54,499	64,509
8			
Codes Enforcement Officer I	39,722	48,660	57,597
E-911 Telecommunicator	39,722	48,660	57,597
E-911 Terminal Agency Coordinator	39,722	48,660	57,597
Fleet Mechanic I	39,722	48,660	57,597
Help Desk Technician	39,722	48,660	57,597
Revenue Technician	39,722	48,660	57,597
Senior Evidence Technician	39,722	48,660	57,597
Senior Records Clerk	39,722	48,660	57,597
7			
Administrative Assistant	35,786	43,838	51,889
Customer Experience Representative	35,786	43,838	51,889
Evidence Technician	35,786	43,838	51,889
Permit Technician	35,786	43,838	51,889
Records Clerk	35,786	43,838	51,889
2			
Parking & Traffic Control Assistant	22,276	26,732	31,187

Agenda Action Form

Paducah City Commission

Meeting Date: May 23, 2023

Short Title: Renew a one-year contract with Mobile Communications of America for the maintenance and service of 911 radio software and hardware - **B. LAIRD**

Category: Municipal Order

Staff Work By: Anthony Copeland
Presentation By: Brian Laird

Background Information: The Paducah Police Department 911 Center maintains a yearly maintenance agreement with Mobile Communications America. The maintenance agreement cost remains the same as in the previous budget cycle.

Does this Agenda Action Item align with a Commission Priority? Yes
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the 1 year contract with MCA.

Attachments:

1. MO contract-Mobile Communications America 5-2023
2. Paducah 911 FY 2023-2024 Contract

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT IN THE AMOUNT OF \$32,626.28 WITH MOBILE COMMUNICATIONS OF AMERICA (MCA) PREVIOUSLY KNOWN AS JACKSON PURCHASE 2-WAY RADIO, INC.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a service agreement with Mobile Communications of America (MCA), previously known as Jackson Purchase 2-Way Radio, Inc., for 24/7 service to the 800 MHz Smartnet radio system and the Motorola Gold Elite dispatch console system in the amount of \$32,626.28, to be paid in quarterly installments of \$8,156.57. Said contract shall expire on July 1, 2024.

SECTION 2. This expenditure shall be paid from the 911 Communication Services Fund Account No. 2000 4001 522060.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 23, 2023
Recorded by Lindsay Parish City Clerk, May 23, 2023
MO\contract-Mobile Communications America 5-2023



COMMUNICATIONS EQUIPMENT MAINTENANCE SERVICE AGREEMENT

This Agreement is entered into on 7/1/2023 between Mobile Communications America with principal offices at
Paducah (hereafter "Mobile Communications America") and; (the "Customer")
Paducah 911 510 Clark St, Paducah, KY 42003

This Agreement is an offer to purchase service by the customer and applies to maintenance service, parts and labor for the equipment and/or systems as described in Attachment A. Mobile Communications America agrees to maintain the equipment under the terms and conditions described in this Agreement. Beginning on the effective date of this Agreement, Mobile Communications America agrees to provide maintenance service to keep covered equipment in good working order.

Payment Terms:

In consideration of the maintenance service provided, the customer agrees to pay to Mobile Communications America
\$2,718.86 per month, \$32,626.28 annually (*State/Local taxes NOT included*). The customer will pay on a Quarterly basis.
This service agreement will expire on: 7/1/2024. This agreement will auto renew upon the expiration date.

Once the agreement is accepted, services may be added or adjusted but may not be reduced below the initial payment terms agreement upon when executed.

By signing this Agreement, Customer agrees to accept maintenance service for the listed equipment according to all specified terms and conditions of the Agreement. Customer also agrees to provide full, free and safe access to the equipment and/or systems covered by this Agreement. The amounts noted above are due and payable within thirty (30) days of the Effective Date. This Agreement is valid only if signed by an authorized representative or officer of Mobile Communications America.

The additional terms and conditions attached to this Agreement are part of this Agreement. This Agreement is the complete understanding between Mobile Communications America and Customer superseding all prior proposals or agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Customer agrees that no other representations have been made relative to this Agreement, except that which is expressed in writing herein. The Customer acknowledges that the Customer has read this entire Agreement, understands it, and agrees to be bound by its terms and conditions.

By: _____
Customer

Title: _____

Date: _____

By: Daniel P Moseley
Mobile Communications America

Title: VP of TN/KY

Date: 20 April 2023

Terms And Conditions

TERM AND ACCEPTANCE: THIS AGREEMENT SHALL BECOME BINDING UPON THE PARTIES WHEN ACKNOWLEDGED IN WRITING BY THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER AND MCA. It is agreed that service shall be provided only upon the terms included in this Agreement. MCA shall not be bound by terms within the Customer's purchase order or in any other document provided by Customer and provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend this Agreement.

GENERAL PROVISIONS: MCA agrees to provide services for the Customer for the Equipment. Services provided hereunder do not assure uninterrupted operation of the Equipment or service and MCA is not responsible for failure to render covered service due to causes beyond its control.

NORMAL WORKING HOURS: Normal working hours shall be from 8:00 AM to 5:00 PM, Monday through Friday, except holidays.

SERVICE: MCA will perform such repairs as may be required to restore Equipment to their normal operating level, provided that such repairs are necessitated by the failure of the Equipment due to normal usage. Non-fixed Equipment shall be serviced at an MCA shop during normal working hours. Travel charges and expenses incurred by MCA at the request of the Customer to resolve a malfunction of the Equipment that is not covered under this Agreement shall be billable to the Customer at current MCA rates. For emergency service or other service performed at Customer's request outside of normal working hours, for equipment not covered under this Agreement or for Equipment whose failure was due to causes not considered to be "normal usage," Customer will be billed for the service at the then current MCA rates for each occurrence.

ENHANCED SERVICE OPTION: If Customer has elected to purchase the Enhanced Service Option, emergency service is included at no additional charge per occurrence, provided that all other terms of this Agreement are satisfied. Emergency service is provided 24 hours per day, seven days per week. Customers not electing the Enhanced Service Option shall pay an additional charge for emergency service rendered at current MCA rates for each occurrence.

REPLACEMENT PARTS: MCA will replace parts and components of the Equipment on an exchange basis when failure is due to the normal and proper use of the Equipment. Parts replaced during maintenance service become the property of MCA.

PREVENTIVE MAINTENANCE: MCA will inspect the Equipment and make such repairs, adjustments, and replacements of parts and components as may be necessary to maintain the Equipment in normal operating condition provided that such services and maintenance are necessitated by normal usage of the Equipment. Inspections and preventive maintenance service will be provided by MCA during normal working hours at the locations specified. All preventive maintenance inspections will be scheduled for mutual convenience and may be performed during remedial service.

PRICE CHANGES: Unless otherwise indicated, prices quoted in this Agreement shall remain in effect for the duration indicated in this Agreement or if none is specified, for a period of [one year]. Thereafter, at the sole discretion of MCA, prices for service under this Agreement may be increased by MCA upon thirty days written notice to Customer. Such changes will become effective on the first day of the first full month following the date specified in the notice.

LIMITATIONS: MCA reserves the right to inspect any equipment or service prior to its inclusion under the terms of this Agreement. MCA may at its sole discretion require that said equipment or system be restored to proper operating specifications at Customer's expense prior to its being covered under this Agreement. MCA may at its sole discretion declare Equipment to be unserviceable. In such case, MCA's sole responsibility is to remove such Equipment from the billing under this Agreement.

EXCLUDED SERVICES: The following services are not included under the terms of this Agreement. The repair of Equipment, replacement of parts, or any additional service labor due to accident, abuse, disaster, neglect, misuse, physical damage, liquid damage, damage by lightning or other Acts of God, service by personnel other than those authorized by MCA, alterations, modifications, attachments, accessories (other than those specifically designed for use with the particular piece of Equipment), use of Equipment with unauthorized batteries and/or power supplies or reprogramming by other than MCA personnel. Travel charges and expenses incurred by MCA at the request of the Customer to resolve a malfunction of equipment or systems not covered under this Agreement shall be billable to the Customer at current MCA rates. If MCA finds that any Equipment has been altered or repaired by others, such Equipment shall not be covered by this Agreement and any services shall be billable to the Customer at current MCA rates.

TAXES: Applicable taxes will be billed to the Customer and the Customer hereby agrees to pay said taxes, unless the Customer has provided a current tax exemption certificate.

LIABILITY INSURANCE: MCA agrees to carry reasonable liability insurance and applicable worker's compensation insurance.

WARRANTY: MCA warrants that it will perform the services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. EXCEPT FOR THE WARRANTY SET FORTH IN THIS PARAGRAPH, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

LIMITATION OF LIABILITY: MCA SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT OR SYSTEMS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE LIABILITY OF MCA WITH RESPECT TO ANY OF ITS OBLIGATIONS HEREUNDER, INCLUDING SERVICE, SALE, DELIVERY, RESALE, INSTALLATION OR THE TECHNICAL DIRECTION OF INSTALLATION, REPAIR OR USE OF ANY ITEM COVERED BY OR FURNISHED HEREUNDER, WHETHER SUCH LIABILITIES ARE FOUNDED IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID TO MCA WITH RESPECT TO THE SERVICE GIVING RISE TO THE CLAIM. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON OPEN ACCOUNT.

TERMINATION: This Agreement shall terminate upon the expiration date set forth in this Agreement. With the exception of the Customer's liability for any and all payments outstanding under this Agreement, neither the Customer nor MCA shall retain any liability for any performance under this Agreement on any date following the expiration of this Agreement. If agreement is terminated early by Customer, Customer will be responsible to pay a penalty equal to 2 (two) months of the agreement.

NO CHANGES: Except as previously described, no changes, alteration or modification of this Agreement may be made without the express written consent of both parties. This Agreement may not be assigned or transferred without the express written consent of MCA.

ATTORNEYS' FEES: Should any dispute arise between the parties regarding the interpretation, application, effect or enforcement of the Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.

COVENANT NOT TO SOLICIT: During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of MCA or its subcontractors without the prior written authorization of MCA. This provision applies only to those employees of MCA or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

GOVERNING LAW AND VENUE: This Agreement and the parties' performance hereunder shall be governed by South Carolina law, excluding choice-of-law rules. Furthermore, to the extent permitted under South Carolina law, the parties waive the benefit all substantive, non-procedural, foreign and international laws, which might otherwise grant the parties rights which are different than those contemplated under this Agreement. The parties agree that a party shall commence any action with respect to any dispute regarding the performance or breach of this Agreement exclusively in the State of South Carolina Courts in Spartanburg County, South Carolina or the United States District Court for the District of South Carolina, and the parties, by entering into this Agreement, submit to the exclusive venue and personal jurisdiction of such courts, and waive all objections to jurisdiction and venue of such courts, including forum non-convenes.

COUNTERPARTS: The Agreement may be executed in counterparts, which together constitute one and the same agreement. A facsimile copy or computer image, such as a PDF or tiff image, of a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of the Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

MISCELLANEOUS: This Agreement: (i) constitutes the entire agreement between MCA and Customer relating to the maintenance of the Equipment, and supersedes all prior agreements relating thereto, whether written or oral, and (ii) may not be amended or modified except in a writing signed by the parties hereto. If any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. All notices given by one party to the other under this Agreement must be delivered by: (a) hand delivery, (b) certified mail, return receipt requested, (c) nationally recognized overnight courier service, or (d) facsimile, to the other party's respective address given in the preamble to the Agreement.

Equipment and Coverage Details - Attachment A

MCA Services - Warranty		Qty	Coverage	
			Services	Programming, Annual PM With Firmware Updates
			Subscriber Repair	M-F 8X5 Response
			Infrastructure Repair	MCA Premier 24 X 7 X 365
Infrastructure Total:		12	Console Repair	MCA Premier 24 X 7 X 365
Console Total:		5		
Customer Locations			Special Instructions	
Paducah 911			Labor Only Contract - Parts are not included.	
			See Addendum for further clarification.	

Statements of Work - Attachment B

MCA Essential Service (Warranty) - Subscribers

Subscriber support includes depot repair handling. It is the customer's responsibility to get the subscriber to their local MCA facility and ensure MCA has the current programming files on hand. It is MCA's responsibility to:

- Triage the device
- Ship to the depot if repair cannot be addressed locally
- Track repair status
- Receive the device back from the depot
- Confirm that the radio has been repaired and is programmed to the customer's specifications
- Communicate to the customer their device is fixed.

Subscriber support also includes one annual preventative maintenance check. It is the customer's responsibility to ensure the devices are made available for this check and update. It is MCA's responsibility to complete the preventative maintenance check and communicate results of this service with the customer. One annual firmware update of the device will be completed at the time of the preventative maintenance check. Feature enablement is excluded from this service.

MCA Premier Service (Warranty) - Subscribers

Subscriber support includes depot repair handling. It is the customer's responsibility to get the subscriber to their local MCA facility and ensure MCA has the current programming files on hand. It is MCA's responsibility to:

- Triage the device
- Ship to the depot if repair cannot be addressed locally
- Track repair status
- Receive the device back from the depot
- Confirm that the radio has been repaired and is programmed to the customer's specifications
- Communicate to the customer the status of their repair as it changes

Subscriber support also includes one annual preventative maintenance check of the device. It is the customer's responsibility to ensure the devices are made available for this check. It is MCA's responsibility to complete the preventative maintenance check and communicate results of this service with the customer. One annual firmware update of the device will be completed at the time of the preventative maintenance check. Feature enablement is excluded from this service.

Batteries, antennas, and belt clip replacement is covered under this service. Speaker Mics are only covered if purchased as an additional option. Antennas and belt clips will be replaced when they no longer function as the manufacturer intended. ***A battery will be replaced when it falls below a 80% charge capacity, provided they have a date code within MCA's contract terms and are charged by Impress chargers ONLY.***

MCA Essential Service (Warranty) - Infrastructure Components

Infrastructure support includes M-F 8X5 response to all issues arising from infrastructure, infrastructure cabling and antenna systems. Issues that result from power failure, force majeure, or tampering are excluded from this service. Removal of infrastructure equipment for warranty repair is the responsibility of MCA. Repair of cabling and antenna systems is not a part of this service. After hours support is available upon request but is not covered under this service. Additional charges would apply at after hour rates.

One annual preventive maintenance check of all infrastructure, infrastructure cabling and antenna systems is also included. It is the customer's responsibility to give access to all infrastructure, cabling, and antenna systems for this check. It is MCA's responsibility to schedule with the customer and communicate any and all system impact. One annual firmware update of the infrastructure equipment will be completed at the time of the preventative maintenance check.

MCA Premier Service (Warranty) - Infrastructure Components

Infrastructure support includes 24X7X365 response to all system issues arising from infrastructure, infrastructure cabling and antenna systems. Issues that result from power failure, force majeure, or tampering are excluded from this service. Repair of cabling and antenna systems is not a part of this service.

This service also includes depot repair handling of the infrastructure equipment. Should the equipment suffer a failure that cannot be addressed in the field, MCA will:

- Uninstall the infrastructure equipment
- Send to the Motorola Depot
- Track repair status
- Receive the equipment back from the Motorola Depot
- Confirm normal operation
- Re-install the equipment at the customer location.
- Communicate to the customer the status of their repair as it changes

One annual preventive maintenance check of all infrastructure, infrastructure cabling and antenna systems is also included. It is the customer's responsibility to give access to all infrastructure, cabling, and antenna systems for this check. It is MCA's responsibility to schedule with the customer and communicate any and all system impact. One annual firmware update of the infrastructure equipment will be completed at the time of the preventative maintenance check.



MOTOROLA

MCA | Mobile
Communications
America

1201 South Third Street
Paducah, KY 42003
Phone: (270) 443-5604, (800) 264-5604
Fax: (270) 443-6402
E-mail: tennadmin@calimc.com

Service Agreement for Paducah 911

Site location: City of Paducah, 911 Dispatch & Operations Facility

Service provider: Mobile Communications America (MCA) of Paducah KY.

Agreement Summary:

The following is an explanation of agreed services to be rendered by Mobile Communications America for the City of Paducah 911's Motorola 800MHz Smartnet Radio System #3713 and the Motorola Gold Elite dispatch console system.

Scope of Agreement:

This agreement is limited to requests made by authorized personnel, or monitored alarm notifications of issues that impair the normal operations of radio system #3713 or the Motorola Gold Elite dispatch consoles. Service calls from MCA will be available 24 hours a day / 7 days per week and response times will be determined by severity of issue. Restoration of service, and repairs if needed, will be determined on a per case / best effort scenario. Also, the extent of the issue and the availability of replacement parts will be a major factor in restoring service in a timely manner. This agreement also includes one (1) annual On-Site Maintenance check of active / reserve System #3713 equipment to be performed during regular business hours. This agreement does not cover non-system #3713 equipment such as the building electrical system, HVAC, generator, building integrity, and other non-radio or dispatch system items. Any tower related work shall be sub contracted through MCA. Any work to include climbing, light repair / replacement, antenna or cable repair / maintenance will be billed separately using current contractor rates.

Agreement rates as of July 1st, 2022:

In lieu of an hourly rate charged per call based upon time of day / day of week, this agreement serves as documentation that the sum of \$32,626.28 is to be paid to Mobile Communications America for compensation of any and all labor and travel expenses for service and repairs, excluding parts, under contract. This agreement shall be valid for 1 year from date of execution and can be automatically renewed annually. The sum of \$32,626.25 shall be paid in 4 quarterly installments of \$8156.57 through invoices received from MCA.

Important notice:

It is important to understand that Motorola Smartnet is a legacy system. This means that Motorola factory support is no longer available. Repairs and/or replacement parts may be limited to availability

through Motorola and/or used equipment dealers. Many parts may become harder to, or even impossible to find, as time goes on.

Reserving System Components (Optional):

Components of the Paducah 911 Smartnet 800 MHz systems may, by direction of Paducah 911, be removed from active service.

The system normally operates with two site controllers, one active and one in hot standby mode, and eight repeater stations that automatically switch in the event of an active controller failure. By disconnecting this hot switch-over feature, this may help to reduce losses from AC power/generator surges or lightning damage.

One MTC3600 controller, five Quantar stations, two data broadcasting boxes, and the 800MHz antenna system remain in service. The second MTC3600 controller, the three remaining Quantar stations, and the two remaining data broadcast boxes can be disconnected and powered down to provide either a non powered backup system, or, swappable parts to resolve active system issues.

800 MHz Antenna System:

The 800MHz antenna system and tower are the life line of system operation. Other 2-way stations located on site, including the ICALL/ITAC stations, are connected to the antenna system and would be impacted in case of an antenna system problem. Best effort will be made to resolve any antenna related issues.

Paducah 911 will be contacted in the event of antenna system problems that require an official directive, authorization for purchase(s), and labor costs to repair. A tower maintenance/erection company would need to be contracted to resolve tower, antenna systems, or other associated contractor required issues that relate to, or, are outside of the communications building.

Major System Extended Outage or Damage:

Best effort will always be made to restore the Paducah 911 radio system to active service as soon as possible if issues arise. However, if for any reason that service cannot be restored to normal operation as the result of fire, theft, manmade or natural disaster, or any other reason, a backup plan should be in place. It is recommended that an immediate alternative plan of dispatch and unit to unit communications be in place in case of an outage whether short or long term.

Disclaimer:

Mobile Communications America is neither responsible nor liable for any incidents, accidents, deaths, or injuries as a result of normal system operations, failures, and any problems encountered during communications, during attempts or disruptions of communications, or any alternate, emergency, or backup communication systems or plans.

Agenda Action Form

Paducah City Commission

Meeting Date: May 23, 2023

Short Title: Approve Contract between City of Paducah and Paducah Convention & Visitors Bureau in the Amount of \$25,000 for the Spring 2023 Quilt Show - **D. JORDAN**

Category: Municipal Order

Staff Work By: Daron Jordan,
Michelle Smolen
Presentation By: Daron Jordan

Background Information: As part of the FY2023 budget (current year), the Commission approved an appropriation to fund the American Quilters Society for the 2023 Spring Quilt Show in the amount of \$25,000 for assistance with marketing. The City has contributed this amount for the spring quilt show since 2008. When the City provides funds to any organization, we prepare a simple Contract for Services agreement that describes the public services the organization will provide as a result of receiving the City funds. In order to expedite and simplify the process, the Paducah Convention & Visitor Bureau (CVB) has agreed to act as a conduit through which local agency funds may flow. Therefore, the City will need to execute a contract with the CVB to handle the \$25,000 payment for marketing.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name: Investment Fund - AQS

Account Number: 24000401 - 580720

Staff Recommendation: Approve the Contract for Services with the Convention & Visitor's Bureau for Quilt Show Marketing.

Attachments:

1. MO contract-Convention & Visitors Bureau (AQS Spring 2023)
2. CONTRACT FOR SERVICES - CVB Quilt Show 2023

MUNICIPAL ORDER _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE PADUCAH CONVENTION AND VISITORS BUREAU IN THE AMOUNT OF \$25,000 FOR SPECIFIC SERVICES RELATED TO THE AMERICAN QUILTERS SOCIETY SPRING 2023 SHOW

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with the Paducah Convention and Visitors Bureau in the amount of \$25,000 to be used for marketing and promoting events and venues related to the Spring 2023 American Quilters Society Show. This contract shall expire on June 30, 2024.

SECTION 2. This expenditure shall be charged to the Investment Fund - AQS Account Number: 24000401 – 580720.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 23, 2023
Recorded by Lindsay Parish, City Clerk, May 23, 2023
\\mo\contract-Convention & Visitors Bureau (AQS Spring 2023)

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2023, by and between the **CITY OF PADUCAH** ("City") and the **PADUCAH CONVENTION & VISITORS BUREAU** (hereinafter referred to as **Paducah CVB**).

WITNESSETH:

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

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

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

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

SECTION 1: TERM

The term of this contract for services shall be from the effective date of the contract until June 30, 2023.

SECTION 2: TERMINATION

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

SECTION 3: OPERATIONS PAYMENT

In consideration of the fact that City funding assists the Paducah CVB, in assuring that the American Quilter Society (AQS) 2023 show was held in Paducah, the City shall, upon receipt of an invoice, pay the Paducah CVB, a one-time amount of Twenty-Five Thousand Dollars (\$25,000).

SECTION 4: OBJECTIVES AND SERVICES

During the term of this contract, the Paducah CVB will, on behalf of the City of Paducah, provide funds, including this \$25,000 to the AQS for the Spring 2023 show to be used for marketing and promoting events and venues related to the show.

SECTION 5: ACCOUNTING

- (A) Paducah CVB shall continue to conduct all accounting, payroll, and financial management to collect and distribute the marketing funds to AQS and will collect all necessary accounting documentation on the show.

- (B) The Paducah CVB shall provide the City Commission their annual financial audit report to the City of Paducah within two weeks of its completion.

SECTION 6: ENTIRE AGREEMENT

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

SECTION 7: WITHDRAWAL OF FUNDS

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

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

CITY OF PADUCAH

By _____

Title _____

Date: _____

PADUCAH CONVENTION & VISITORS BUREAU

By _____

Title _____

Date: _____

Agenda Action Form

Paducah City Commission

Meeting Date: May 23, 2023

Short Title: Authorize Purchase Agreement for Pumper Truck from Atlantic Emergency Solutions in a total discounted price of \$772,913 - **D. DENTON**

Category: Municipal Order

Staff Work By: Steve Kyle, Daron
Jordan, David Denton
Presentation By: David Denton

Background Information: This Municipal Order authorizes the Mayor to execute a purchase agreement with Atlantic Emergency Solutions for the purchase of a pumper truck for use by the Fire Department. This purchase is in the total discounted amount of \$772,913. This purchase is contingent upon approval in the FY24 budget.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Fleet Trust Fund - Vehicles

Account Number: 7100 0201 540050

Staff Recommendation: Approval.

Attachments:

1. MO purchase- 1 pumper truck Fire Department 2023 HGAC
2. Paducah FY24 Saber Contract 051923 (002)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH ATLANTIC EMERGENCY SOLUTIONS, INC. FOR THE PURCHASE OF ONE (1) PUMPER TRUCK IN THE DISCOUNTED AMOUNT OF \$772,913 FOR USE BY THE PADUCAH FIRE DEPARTMENT, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO ATLANTIC EMERGENCY SOLUTIONS, INC. FOR SAID PURCHASE CONTINGENT UPON APPROVAL THROUGH THE FY2024 BUDGET

WHEREAS, Houston Galveston Area Council (H-GAC) Cooperative Purchasing Program procured Contract FS12-19 with Atlantic Emergency Solutions, Inc.; and

WHEREAS, the City of Paducah approved Municipal Order #2499 which approved a cooperative purchasing agreement with the H-GAC; and

WHEREAS, the City of Paducah now desires to purchase a Pumper Truck for the Paducah Fire Department utilizing Atlantic Emergency Solutions, Inc. through the H-GAC cooperative purchasing agreement.

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

SECTION 1. The Mayor is hereby authorized to execute a purchase agreement with Atlantic Emergency Solutions, Inc. and all documents related to same for the purchase of one (1) Pumper Truck in a pre-payment discounted amount of \$772,913, said agreement and prepayment being contingent upon funding approval authorization as approved by the FY2024 budget.

SECTION 2. That the Finance Director is hereby authorized and directed to make pre-payment to Atlantic Emergency Solutions, Inc. after the FY2024 budget approval in an amount of \$772,913 for the purchase of one (1) Pumper Truck for use by the Paducah Fire Department. The original price is \$804,187, with a prepayment discount sum of \$31,274, making a final price of \$772,913. Further, prepayment is hereby authorized in order to utilize the prepayment discount.

SECTION 3. This purchase shall be charged to the Rolling Stock/Fleet Lease Trust Fund - Vehicles account number 71000210-540050.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
\mo\purchase- 1 pumper truck Fire Department 2023 HGAC



This purchase agreement (together with all attachments referenced herein, collectively, the "Agreement"), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation ("Atlantic"), and **Paducah Fire Department**, ("Customer") is effective on the last signature date set forth on the signature lines below (the "Effective Date").

1. **Purchase and Payment.** Customer agrees to purchase and Atlantic agrees to sell to Customer the fire apparatus (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, to as the "Apparatus") as more fully described in the specifications attached hereto as **Exhibit A** (the "Specifications") and incorporated herein for the total purchase price of **\$ 804,178.00** USD (the "Purchase Price"). Payment shall be made as set forth on **Exhibit A**. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control.

2. **Changes to Specifications.** If, subsequent to the Effective Date of this Agreement: 1) the manufacturer of the Apparatus (or a manufacturer of a component therein) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) ("Manufacturer Modifications"); or 2) design or production changes are made to the Apparatus to comply with any applicable government regulation (such as the Federal Motor Vehicle Safety Standards or the Environmental Protection Agency Emissions Standards) or industry standards (such as those adopted by the National Fire Protection Association) (cumulatively referred to hereinafter as "Compliance Modifications"), and if there is an increase in costs to Atlantic as a result of Manufacturer Modifications or Compliance Modifications, the Purchase Price shall be automatically adjusted to reimburse Atlantic for said costs. Atlantic shall make reasonable efforts to advise the Customer of such changes within a reasonable time and provide documentation to support any changes in price to Customer upon request. In addition, Customer and Atlantic may agree to make changes to the Specifications, but any such changes must be by written change order signed by Customer and Atlantic ("Change Order"). However, in the case of Manufacturer Modifications or Compliance Modifications resulting in additional costs to Atlantic, Atlantic may execute Changes Orders without joinder of Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Change Order.

3. **Cancellation or Default by Customer.** In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Apparatus is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Apparatus for Customer; and 3) due to its unique and customized nature, resale of the Apparatus will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that Thirty Percent (30%) of the Purchase Price is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this amount of liquidated damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, Atlantic may recover full possession of the Apparatus by any lawful means, and shall be entitled to any additional damages sustained by Atlantic as a result of any diminution of value of the Apparatus resulting from use or damage thereto to the extent that such damages exceed the liquidated damages above. Atlantic shall have and retain a purchase money security interest in the Apparatus to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code Secured Transactions (UCC) provisions as adopted by the Commonwealth of Virginia. In addition, Atlantic shall be entitled to recovery from Customer all of Atlantic's reasonable attorneys' fees and all costs of collection resulting from non-payment or other non-performance hereunder by Customer.

4. **Delivery, Inspection and Acceptance.** (a) **Delivery.** It is estimated that the Apparatus shall be ready for delivery F.O.B. within **660-750** days from the Effective Date of this Agreement, subject to delays caused by the Customer, delays caused by Change Order(s) or delays provided for in Paragraph 10 below. The stated delivery date is an estimate only and not guaranteed. Atlantic shall advise Customer when the Apparatus is ready for delivery. (b) **Inspection and Acceptance.** Upon delivery, Customer shall have fifteen (15) days within which to inspect the Apparatus for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer shall furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance ("Notice of Defect") within said fifteen (15) day period. If the Apparatus is not in substantial and material conformance with the Specifications, any material and substantial defects shall be remedied by

Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within fifteen (15) days of Delivery, the Apparatus shall be deemed to be in conformance with the Specifications and fully accepted by Customer.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract and merely an approximation based on current information. Delivery dates will be made available, and a final firm delivery date will be provided as soon as possible.

5. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally-recognized commercial overnight courier.

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109

Customer
Paducah Fire Department
301 Washington St.
Paducah, KY 42003

6. Warranty. Any applicable warranty or warranties are attached hereto as **Exhibit B** (collectively, the “Warranty”) and made a part hereof. Any additional warranties must be expressly approved in writing by Atlantic.

7. Disclaimer of Additional Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH 6 ABOVE AND **EXHIBIT B** TO THIS AGREEMENT, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES MAKE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. FURTHERMORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

8. Exclusions of Incidental and Consequential Damages. IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO LOSS OF USE AND/OR LOST PROFITS) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE.

9. Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless Atlantic and all of its officers, directors, employees, representatives, dealers, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys’ fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer’s purchase, operation, ownership, installation or use of any items (including, without limitation, the Apparatus) sold or supplied by Atlantic, except only to the extent caused by the sole negligence of Atlantic.

10. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Atlantic’s control which make Atlantic’s performance impracticable, including but not limited to, wars (declared or not), terrorism, insurrections, strikes, riots, fires, hurricanes, storms, floods, earthquakes, other acts of nature, acts of God, explosions, accidents or mechanical breakdown, acts of sabotage or vandalism, any acts of government authority, delays or failures in transportation, inability to obtain necessary labor supplies, inability to utilize manufacturing facilities, regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Manufacturer’s Statement of Origin. It is agreed that the manufacturer’s statement of origin (“MSO”) for the Apparatus covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than

one Apparatus is covered by this Agreement, then the MSO for each individual Apparatus shall remain in the possession of Atlantic until the Purchase Price for that Apparatus has been paid in full.

12. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

13. Severability. If any provision, or part hereof, of this Agreement shall be declared invalid by judicial determination or legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.

14. Governing Law; Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Virginia. Atlantic and Customer further agree that the York County Circuit Court located in the Commonwealth of Virginia shall be the exclusive venue in the event of any litigation relating to this Agreement and/or the Apparatus.

15. Entire Agreement and Amendments. This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Apparatus, and supersedes any prior understanding or written or oral agreements between the parties relating to the Apparatus. No amendment, modification or alteration of the terms hereof shall be binding unless the same is executed in writing, dated subsequent to the date hereof and duly executed by Atlantic and Customer.

16. Waiver. The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly stated in writing by an authorized representative of the waiving party.

17. Captions; Counterparts. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and the same Agreement.

Accepted and agreed to by:

ATLANTIC EMERGENCY SOLUTIONS, INC.

CUSTOMER: Paducah Fire Department

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

**SPECIFICATIONS AND
PURCHASE DETAIL FORM**

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109
Fax (703) 257-2572

Date: May 17, 2023

Customer Name: Paducah Fire Department

Quantity	Chassis Type	Body Type	Price per Unit
1	Saber	Pumper, Long Body	\$ 804,187.00
Pre-pay Discount (100% paid within 30 days of contract)			\$ (31,274.00)
			\$
			\$
Total			\$ 772,913.00

Payment Terms: \$772,913.00 due within 30 days of contract signing for pre-pay discount.

Other Terms: Contract contingent upon budget approval June 30, 2023.

Specifications: A complete copy of the applicable Specifications is attached hereto and incorporated herein by this reference.

Training Requirements:

If any portion of the Purchase Price is to be made subsequent to delivery of the Apparatus to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Apparatus sold by Atlantic to Customer shall be added to the Purchase Price and paid by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under the law, then the maximum lesser percentage amount which is permitted by law.

EXHIBIT B

WARRANTY

**(A COMPLETE COPY OF ANY AND ALL APPLICABLE WARRANTIES IS ATTACHED
HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.)**

Agenda Action Form

Paducah City Commission

Meeting Date: May 23, 2023

Short Title: Approve the Consensual annexation of a portion of 252 Locust Avenue - **J. SOMMER**

Category: Ordinance

Staff Work
By: Josh
Sommer
Presentation
By: Josh
Sommer

Background Information: Mr. George Sullivan has requested a portion of his property located at 252 Locust Avenue to be annexed into the City of Paducah. The proposed annexed area is approximately 2/3 of the total lot. Therewith the ROW of Coleman Road to the east, the total annexed area is proposed to be 1.47 acres. Upon annexation, a request will be made to the Paducah Planning Commission to initially zone the property M-1 Light Industrial Zone, which is located south of the property.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Community Growth

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. ORD Annex – Consensual 252 Locust Avenue
2. Signed Annexation request letter
3. 2023-013_P
4. DESCRIPTION OF TRACT 1

ORDINANCE NO. 2023-____ - _____

AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY ANNEXING CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS

WHEREAS, the property, approximately 1.47 acres of land located at 252 Locust Avenue, is contiguous to the boundaries of the City of Paducah and particularly and accurately set out in the legal description below; and

WHEREAS, said property is suitable for development for urban purposes without unreasonable delay because of population density, commercial, industrial, or governmental use of land, or subdivision of land; and

WHEREAS, said property does not include any territory that is already within the jurisdiction of another incorporated city, or another county; and

WHEREAS, said property is not part of an agricultural district formed pursuant to KRS 262.850(10); and

WHEREAS, on January 27, 2023, the owner of said property, Mr. George Sullivan, requested said consensual annexation in writing to the Board of Commissioners through the Paducah Planning Department; and

WHEREAS, pursuant to KRS 81A.412, a city may annex any area that meets the requirements of KRS 81A.410 if each of the landowners in the area to be annexed gives prior written consent to the annexation; and

WHEREAS, in accordance with Senate Bill 141, the property owner made a request for annexation of his or her property, the property is contiguous to the existing city boundary, and the city has provided written notice to the fiscal court wherein the property is located at least 45 days prior to enacting a final ordinance annexing the property or has received concurrence for the annexation from the fiscal court; and

WHEREAS, the City of Paducah now wishes to enact a single ordinance annexing the land described herein.

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

SECTION 1. The City of Paducah, Kentucky, annexes into the corporate limits and makes a part of the City of Paducah, Kentucky, said real property being more particularly and accurately described as follows:

LEGAL DESCRIPTION

COMMENCING AT A 4" X 4" CONCRETE MONUMENT FOUND IN THE NORTHERLY LINE OF THE PEBCO, INC. PROPERTY (DEED BOOK 1195,

PAGE 61), AT THE SOUTHWEST CORNER OF THE GEORGE G. SULLIVAN REVOCABLE TRUST PROPERTY (DEED BOOK 1496, PAGE 142); THENCE, N 84° 16' 04" E, ALONG SAID PEBCO INC. PROPERTY, FOR A DISTANCE OF 168.79 FEET TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING HAVING A NORTHING OF 3571931.57, AND AN EASTING OF 4068087.48 ACCORDING TO THE KENTUCKY CORS REAL-TIME NETWORK KENTUCKY SINGLE ZONE STATE PLANE COORDINATE SYSTEM (1600); THENCE, N 05° 42' 02" W, LEAVING SAID PEBCO INC. PROPERTY FOR A DISTANCE OF 157.93 FEET TO A POINT IN THE SOUTHERLY LINE OF THE ON-SITE DEVELOPMENT, LLC PROPERTY (DEED BOOK 1469, PAGE 661); THENCE, N 84° 17' 58" E, ALONG SAID ON-SITE DEVELOPMENT PROPERTY AND THEN CROSSING COLEMAN ROAD FOR A DISTANCE OF 393.65 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY OF SAID COLEMAN ROAD; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) CALLS: S 09° 57' 08" E FOR A DISTANCE OF 153.26 FEET TO A POINT; THENCE, N 79° 58' 32" E FOR A DISTANCE OF 19.58 FEET TO A POINT; THENCE, S 09° 58' 57" E FOR A DISTANCE OF 6.36 FEET TO A POINT; THENCE, S 84° 16' 04" W, LEAVING SAID EASTERLY RIGHT-OF-WAY, CROSSING THE AFOREMENTIONED COLEMAN ROAD, AND THEN ALONG THE AFOREMENTIONED PEBCO INC. PROPERTY; A DISTANCE OF 425.01 FEET TO THE POINT OF BEGINNING. CONTAINING 1.47 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY WEST KENTUCKY LAND SURVEY, UNDER THE SUPERVISION OF ANDREW C. JULIAN, KENTUCKY PROFESSIONAL LAND SURVEYOR NUMBER 4133, DATED 3-22-2023.

SECTION 2. The City of Paducah hereby declares it desirable to annex the property described in Section 1 above.

SECTION 3. If any section or portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, that section or portion shall be deemed severable and shall not affect the validity of the remaining sections of the ordinance.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict hereby repealed.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by Paducah City Clerk, _____
Published by *The Paducah Sun*, _____
ORD\Plan\Annex – Consensual 252 Locust Avenue

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of the Ordinance No. 2023-_____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

WITNESS, my hand and seal of the City of Paducah, this _____ day of _____, 2023.

Lindsay Parish, City Clerk

January 27, 2023

City of Paducah Planning Department
Attn: Joshua P. Sommer
300 South 5th Street
Paducah, KY 42003

Re: Annexation request

Dear Josh:

I, George Sullivan, am requesting annexation of 252 Locust Avenue into the City of Paducah, pursuant to KRS 81A.412. This parcel totals approximately 1.93 acres and meets the requirement of KRS 81A.410. I request to utilize the City of Paducah Real Estate property tax incentive for this property and the one-year sanitation pick up within five years of annexation (if applicable). The City of Paducah acknowledges I may retain the current ingress/ egress off Coleman Road or a new ingress/ egress may be constructed in the future in accordance with any requirements by the City of Paducah Engineering Department. As a further incentive, building permit fees would be waived by the Paducah Fire Prevention Division for a pole-barn type structure proposed on the property. It is further requested that this parcel be zoned Light Industrial Zone (M-1) upon annexation.

Per Photo w/ Josh S.

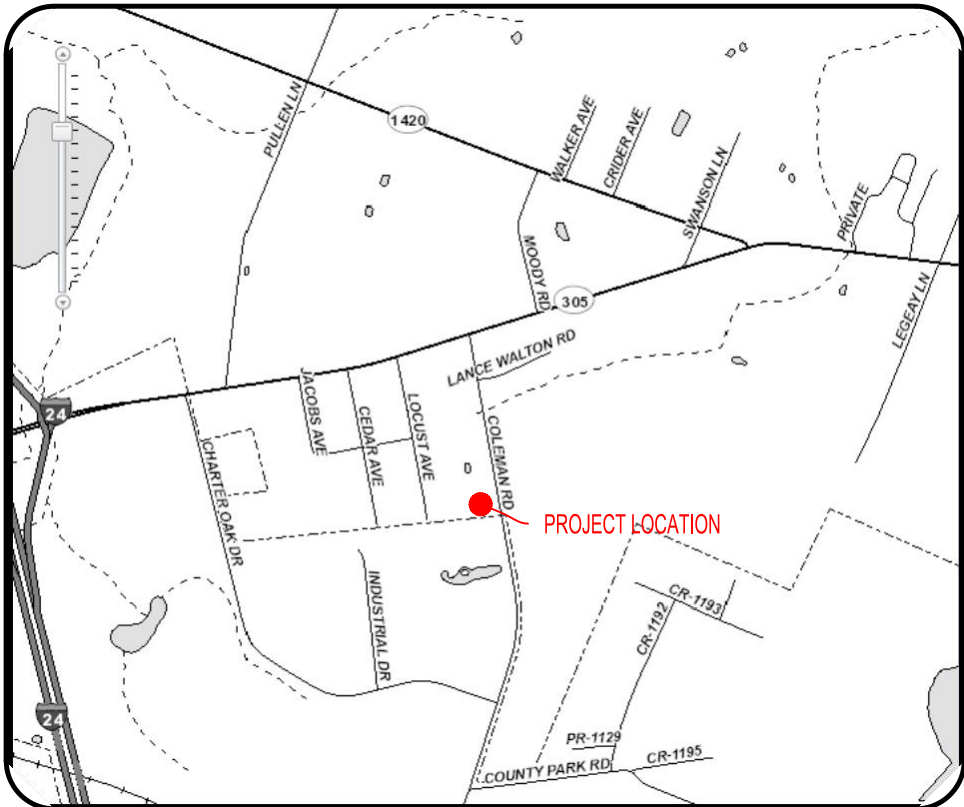
Thank you,


George Sullivan

1/30/2022
GGS

270-349-5045

VICINITY MAP NOT TO SCALE



ANNEXATION PLAT

PART OF THE GEORGE G SULLIVAN REVOCABLE TRUST

PROPERTY

MAIN SOURCE OF REFERENCE: DEED BOOK 1469, PAGE 142



BEARINGS AND DISTANCES
ARE REFERENCED TO
KENTUCKY STATE PLANE
COORDINATE SYSTEM -
SINGLE ZONE - 1600

**WEST
KENTUCKY
LAND
SURVEY, LLC**

6325 NOBLE RD. WEST PADUCAH,
KY42086
P.O. Box 2, EDDYVILLE, IL 62928
TEL: 618-672-4647
E-MAIL: WKLS4133@GMAIL.COM

ANNEXATION PLAT
PART OF THE GEORGE G SULLIVAN
REVOCABLE TRUST PROPERTY
MAIN SOURCE OF REFERENCE: DEED BOOK 1469, PAGE 142

Path: C:\WEST KENTUCKY LAND SURVEY\2023\03-21-2023-013.PDWG

ON-SITE DEVELOPMENT LLC
DEED BOOK 1469 PAGE 661)

VICTOR ENTERPRISES INC.
DEED BOOK 797, PAGE 492)

GEORGE G. SULLIVAN
REVOCABLE TRUST
DEED BOOK 1496, PAGE 142)

TRACT 1
1.47 AC.
63162 SQ. FT.

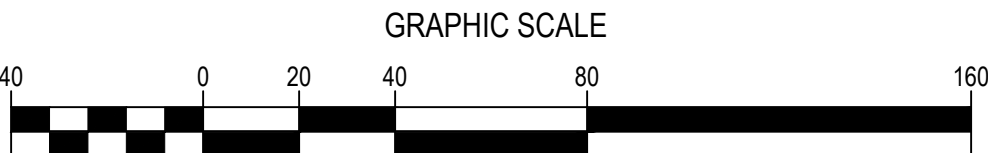
N = 3571931.57
E = 4068087.48

POINT OF BEGINNING

PEBCO Inc.
DEED BOOK 1195, PAGE 61)

**** LEGEND ****

PROPOSED ANNEXATION LIMITS
EXISTING CITY/COUNTY LIMITS
ADJOINING PROPERTY LINE



(IN FEET)
1 inch = 40 ft.

GPS NOTE

THIS SURVEY WAS PERFORMED USING A TRIMBLE R10 BASE AND ROVER WITH GPS. GLONASS AND DUAL FREQUENCY CAPABILITIES. THIS SURVEY WAS CONDUCTED UTILIZING A REAL TIME KINEMATIC(RTK) BASE AND ROVER SETUP. A REDUNDANCY OF MEASUREMENTS WAS ALSO TAKEN TO INSURE CORRECT POSITIONS OF ALL DATA POINTS. THE RELATIVE POSITIONAL ACCURACY EXCEEDED THE ACCURACY OF STANDARDS FOR A RURAL SURVEY, AS ESTABLISHED BY THE COMMONWEALTH OF KENTUCKY. STANDARDS FOR PROFESSIONAL LAND SURVEYORS PER 201 KAR 18:150 (+/- 0.10' + 200 PPM). RPA = 0.03'

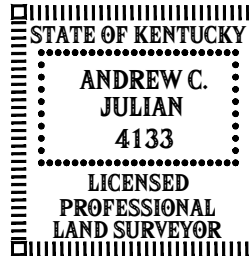
SURVEYOR'S CERTIFICATION

I, ANDREW C. JULIAN, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF KENTUCKY DO HEREBY CERTIFY, THAT THE BOUNDARY INFORMATION SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION BY USING REAL TIME KINEMATIC "RTK" GPS (TRIMBLE R10 DUAL FREQUENCY RECEIVERS). HORIZONTAL INFORMATION IS BASED ON THE KENTUCKY CORS REAL-TIME NETWORK. THE ACCURACY AND PRECISION OF SAID SURVEY MEETS OR EXCEEDS SPECIFICATIONS OF AN "URBAN" SURVEY.

DATED THIS 22ND DAY OF MARCH, 2023 AT WEST PADUCAH, KENTUCKY

Andrew C. Julian

ANDREW C. JULIAN - KENTUCKY LICENSED PROFESSIONAL LAND SURVEYOR NO. 4133
LICENSE EXPIRES: 06/30/2023
FIELDWORK COMPLETED: 03/16/2023



Revisions

#	Date	Note

DRAFTED BY:	ACJ
DATE:	03/22/2023
REVIEWED BY:	ACJ
SCALE:	1"=40'
JOB NUMBER:	2023-013
SHEET:	1 OF 1

Drawing Status

☐ Preliminary Drawing
☒ Final Drawing

Requested By:

**CITY OF PADUCAH,
KENTUCKY**

This Professional Service Represents a
Boundary Survey
and Conforms To The Current Standards of
Practice
201 KAR 18:150.



2023-013

March 23, 2023

DESCRIPTION OF TRACT 1

COMMENCING AT A 4" X 4" CONCRETE MONUMENT FOUND IN THE NORTHERLY LINE OF THE PEBCO, INC. PROPERTY (DEED BOOK 1195, PAGE 61), AT THE SOUTHWEST CORNER OF THE GEORGE G. SULLIVAN REVOCABLE TRUST PROPERTY (DEED BOOK 1496, PAGE 142); THENCE, N 84° 16' 04" E, ALONG SAID PEBCO INC. PROPERTY, FOR A DISTANCE OF 168.79 FEET TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING HAVING A NORTHING OF 3571931.57, AND AN EASTING OF 4068087.48 ACCORDING TO THE KENTUCKY CORS REAL-TIME NETWORK KENTUCKY SINGLE ZONE STATE PLANE COORDINATE SYSTEM (1600); THENCE, N 05° 42' 02" W, LEAVING SAID PEBCO INC. PROPERTY FOR A DISTANCE OF 157.93 FEET TO A POINT IN THE SOUTHERLY LINE OF THE ON-SITE DEVELOPMENT, LLC PROPERTY (DEED BOOK 1469, PAGE 661); THENCE, N 84° 17' 58" E, ALONG SAID ON-SITE DEVELOPMENT PROPERTY AND THEN CROSSING COLEMAN ROAD FOR A DISTANCE OF 393.65 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY OF SAID COLEMAN ROAD; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) CALLS: S 09° 57' 08" E FOR A DISTANCE OF 153.26 FEET TO A POINT; THENCE, N 79° 58' 32" E FOR A DISTANCE OF 19.58 FEET TO A POINT; THENCE, S 09° 58' 57" E FOR A DISTANCE OF 6.36 FEET TO A POINT; THENCE, S 84° 16' 04" W, LEAVING SAID EASTERLY RIGHT-OF-WAY, CROSSING THE AFOREMENTIONED COLEMAN ROAD, AND THEN ALONG THE AFOREMENTIONED PEBCO INC. PROPERTY; A DISTANCE OF 425.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.47 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY WEST KENTUCKY LAND SURVEY, UNDER THE SUPERVISION OF ANDREW C. JULIAN, KENTUCKY PROFESSIONAL LAND SURVEYOR NUMBER 4133, DATED 3-22-2023.

Agenda Action Form

Paducah City Commission

Meeting Date: May 23, 2023

Short Title: Approve the Agreement between the City of Paducah and the American Federation of State, County, and Municipal Employees AFL-CIO, Local 1586 - **S. WILCOX**

Category: Ordinance

Staff Work By: Stefanie Wilcox

Presentation By: Stefanie Wilcox

Background Information: The City has made the following contract changes in exchange for increasing the cost of living adjustment for AFSCME represented positions in Fiscal Year 2024.

- In Section 2, Discipline, we updated who could be present with an employee receiving disciplinary action.
- The holiday Juneteenth was added.
- Janitorial staff who do not wear safety shoes can now receive one-half of the safety shoe allowance.
- Meals will no longer be mandatory for the City to provide during inclement weather when restaurants are closed.
- Breaks must be taken onsite, or at approved locations.
- Lunches must be taken onsite, at approved locations, or at their assigned shop.
- AFSCME representatives at Labor / Management meetings has been updated.
- Cost of living adjustments (COLAS) will be as follows - FY24 6%, FY25 4%, FY26 3%. No increases to the base rates were provided.
- The duration of the contract has changed to July 1, 2023 – June 30, 2026, to better align with other collective bargaining agreements in the City.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the recommended contract changes for the AFSCME Agreement effective July 1, 2023.

Attachments:

1. Ord - contract-AFSCME Local 1586 2023-2026
2. AFSCME Contract 2023 - 2026 FINAL

ORDINANCE NO. 2023-____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 1586

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute an agreement and other associated documents between the City of Paducah and the American Federation of State, County and Municipal Employees AFL-CIO, Local 1586.

SECTION 2. This Agreement shall be effective from July 1, 2023, to June 30, 2026.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, May 23, 2023
Adopted by the Board of Commissioners, June ____, 2023
Recorded by Lindsay Parish, City Clerk, June ____, 2023
Published in *The Paducah Sun*, June ____, 2023
\\ord\pw\contract-AFSCME Local 1586 2023-2026

AGREEMENT

BETWEEN

THE CITY OF PADUCAH

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES**

AFL-CIO, LOCAL 1586

JULY 1, 2023 – JUNE 30, 2026

Table of Contents

CONTRACT.....	3
PREAMBLE.....	3
1. UNION SECURITY.....	3
2. DISCIPLINE.....	4
3. GRIEVANCE AND MEDIATION PROCEDURE	5
4. PLEDGE AGAINST DISCRIMINATION AND COERCION	6
5. VACATION	7
6. SICK LEAVE.....	7
7. HOLIDAYS	9
8. JURY DUTY	9
9. UNION BUSINESS.....	9
10. SAFETY COMMITTEE.....	10
11. SAFETY SHOES & CLOTHING	10
12. HOURS OF WORK	10
13. SEVERABILITY	13
14. WAIVER IN EMERGENCY	14
15. LABOR/MANAGEMENT MEETINGS	14
16. DEFINITIONS.....	15
17. MANAGEMENT RIGHTS.....	16
18. WORK RULES	16
19. CIVIL SERVICE PROTECTION	17
20. TEMPORARY ASSIGNMENT	17
21. MISCELLANEOUS	17
22. OUTSIDE CONTRACTING	19
23. SAFETY.....	19
24. PROBATIONARY PERIOD.....	20
25. CONTINUITY OF OPERATION.....	20
26. WAGE AND BENEFITS.....	20
27. INDIVIDUAL AGREEMENT.....	22
28. DURATION	22
SIGNATURE PAGE.....	23

CONTRACT

THIS AGREEMENT made and entered into this 1st day of July 2021, by and between the CITY OF PADUCAH hereinafter referred to as the "City" and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL CIO, LOCAL 1586, hereinafter referred to as the "Union".

PREAMBLE

It is the intent of the parties that this contract constitutes a complete agreement between the parties hereto, and that it shall remain in effect except as hereinafter amended, altered or modified, and that no additions, waivers, deletions, changes or amendments shall be made during the term of this contract except by written agreement of the parties.

It is understood that no incident by the City or Union, which occurred prior to the date of this contract, shall be the subject of complaint under any of the procedures provided in this contract.

1. UNION SECURITY

A. RECOGNITION

1. The City agrees to recognize the Union as the exclusive bargaining agent for the purpose of collective bargaining in the settlement of disputes which may arise concerning wage rates, working conditions, hours of employment, dismissal, discrimination or other conditions of employment.
2. The City and the Union do hereby agree that the unit appropriate for such bargaining purposes shall consist of permanent full time, non-supervisory employees within a combination of the following (meeting one criteria in each category): Departments, Divisions and Classifications. Departments, Engineering-Public Works and Parks Services; Divisions, Parks Maintenance, Maintenance, Solid Waste, Floodwall, and Street; Classifications, Compost Equipment Operator, Concrete Finisher, Equipment Operator, Laborer, Maintenance Technician, Right of Way Maintenance Person, Traffic Technician, Truck Driver and Floodwall Operator. All other City employees shall be excluded from the bargaining unit.
3. The City agrees not to discriminate against any employee because of Union membership or lawful Union activity, and the Union agrees not to solicit for membership, collect Union funds, or engage in other Union activity on City time unless specifically provided for in this agreement.

B. MEMBERSHIP DUES DEDUCTION

1. The Employer and the Union agree that membership in the Union is available to all employees occupying bargaining unit positions after serving their probationary period. In addition the Union and the City agree to conform to prevailing State of Kentucky Law with respect to the exercise of Right to Work practices for Membership Dues Deduction.

2. The Employer agrees to deduct Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon receipt of a written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer's Finance Director by the employee or the Union Treasurer. Upon receipt of the authorization, the employer will withhold the sum as certified by the Union as its uniform dues from the employee's pay in the pay period in the month following receipt of the authorization. The sum of all dues collected shall be remitted to the Union treasurer within ten (10) days of the deduction.
3. Dues check off authorizations shall be honored for the term of this Agreement, except that any employee may revoke his authorization during the month of December of each year of the agreement. There shall be no other revocation period. The revocation shall be in writing to the City and the Union.
4. The Employer assumes no obligation of any kind arising out of its deduction of dues. The Union shall indemnify and save the Employer harmless from any claim, action or proceeding brought by any person against it as a result of its dues deduction. Once dues are remitted to the Union, their disposition thereafter shall be its sole obligation and responsibility.
5. The Employer shall be relieved from making dues deductions when an employee terminates his employment, transfers to a position outside the bargaining unit covered by this Agreement is laid off from work, revokes his authorization pursuant to the terms of this Agreement, is on unpaid leave of absence or for any reason fails to earn sufficient wages to make all legally required deductions such as taxes, FICA, etc., in addition to the deduction of Union dues.
6. No employee shall be required to join the Union, but membership in the Union shall be available to all employees who apply, consistent with the Union's Constitution and By-Laws.

2. DISCIPLINE

- A. At any disciplinary proceeding, an employee shall be entitled to representation by the Steward or other selected employee Union Representative when the Steward is not available. Under no circumstances shall any action cease due to the unavailability of a Union Representative. A disciplinary action proceeding shall be distinguished from an investigative fact gathering meeting.
- B. It is agreed that disciplinary action shall not be imposed upon an employee except for just cause.
- C. Any proposed disciplinary action involving discharge, suspension, or reduction in grade or pay (NON CIVIL SERVICE ONLY), shall be subject to the grievance procedure.
- D. Although harsh disciplinary action may be imposed for severe infractions, in most cases the City shall adhere to the principle of progressive discipline. This disciplinary action shall include:
 - i. Verbal Warning
 - ii. Written Reprimand
 - iii. Suspension

iv. Termination

E. Any discipline to be imposed shall be initiated as soon as reasonably possible, but no later than five (5) working days following the completion of the incident investigation recommended by the Department Director. The investigation is to be completed within 15 days of the Director's knowledge where it is practical. Records of disciplinary action shall be a permanent part of an employee's personnel record; however, verbal and written warning will not be considered after 30 months unless a repeated pattern of unacceptable behavior is demonstrated by the employee. This will not place an employee into a double jeopardy situation for disciplinary action, but does allow the City to begin the progressive disciplinary process at the appropriate level.

3. GRIEVANCE AND MEDIATION PROCEDURE

A. Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement shall be settled in the following manner:

1. STEP ONE: The Union Steward, with or without the employee, shall present the grievance to the employee's immediate supervisor (in certain cases it may be appropriate to advance in the chain of command to file a grievance) within five (5) working days of its occurrence or within five (5) working days of knowledge of the occurrence by the employee. The grievance must state the contract provision(s) violated, the relief sought, the facts supporting the grievance, and must be signed by the aggrieved employee. The supervisor shall then attempt to adjust the matter and shall respond to the Steward or the employee; whichever has presented the grievance, within five (5) working days. The Union Steward will be allowed a reasonable length of time to discuss adjustment of the grievance with the appropriate supervisor.

2. STEP TWO: If the grievance has not been settled, it shall be presented in writing by the Union steward, OR the employee to the department head within five (5) working days after the supervisor's response is due. The department head shall respond in writing to the party presenting the grievance within ten (10) working days.

3. STEP THREE: If the grievance remains unadjusted, it may then be presented by the Union Steward, OR employee to the City Manager in writing within three (3) working days after the response of the department head is due. The City Manager shall respond in writing to the party presenting the grievance within fifteen (15) working days.

4. STEP FOUR: Mediation If the grievance is not resolved at STEP 3, and the employee and the Union desire to proceed with the grievance then the employee and the Union may request mediation by the Kentucky Labor Cabinet or any other mutually agreed upon mediator. The mediator shall have five (5) working days to set a date for the mediation hearing within thirty (30) days. The mediator shall attempt to mediate the dispute at the hearing. Should the mediator fail to resolve the dispute, then either party may request a written advisory opinion from the mediator. The mediator shall be without power or authority to alter, amend or modify any of the terms of this Agreement. The decision of the mediator shall be submitted in writing within a reasonable time, but not later than thirty (30) days after

the date of the hearing. The parties expressly agree that the City and the Union both have the right to accept or reject the mediator's decision.

5. STEP FIVE: If the grievance remains unadjusted, it may then be presented by the Union Steward, OR the employee to the Board of Commissioners in writing within three (3) working days after the response of the mediator is due. The statement of the grievance shall be filed with the City Clerk not later than 4:30 p.m. on the last day permitted for the filing of the grievance at this step. The written statement of appeal of the grievance shall set forth all the reasons and grounds for the grievance and the appeal to the Board together with a statement of the relief sought. A copy of all previous written documents involved in the action including any advisory opinion of the mediator shall be attached to the grievance and made a part thereof. The grievance will be placed on the Commission agenda within three weeks after it is presented. A vote of three Commissioners will be required to deny the grievance.

B. If the Union fails to respond within the time limits stated in any step of the grievance procedure, the grievance shall be considered to be unsatisfactorily settled with the City's last stated position, unless the time limits are extended by mutual agreement of the City and the Union. Failure by the City to answer a grievance within the time period prescribed in Steps 1 through 3 shall constitute a denial of the grievance unless the time limits are extended by mutual agreement of the City and the Union.

C. Up to three employees (Union President, Steward and Grievant) may be reimbursed for as much as 30 minutes each at Step 1 through Step 3 of the Grievance Procedure.

D. Expenses for the mediator's services in the proceedings shall be borne equally by the City and the Union or employee, provided, however, that each party shall be responsible for compensating his/her own representatives and witnesses. If either party desires a transcript of the proceedings, it may cause such a record to be made, but shall bear the cost, unless the transcript is taken by mutual agreement. Each party shall be responsible for providing his/her own copy. In the event the mediator requires a verbatim record of the proceedings, the original transcript shall be borne equally by both parties.

E. The Union reserves the right to settle a grievance at any step.

4. PLEDGE AGAINST DISCRIMINATION AND COERCION

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the agreement.

B. The City agrees not to interfere with the rights of an employee to become a member of the Union, and there shall be no discrimination, interference, restraint or coercion by the City or any of its supervisors and agents against any employee because of union membership or because of any activity in an official capacity on behalf of the Union.

C. The Union recognizes its responsibilities herein and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

5. VACATION

A. No vacation leave shall be credited to any employee until such time as he has worked for the City for six (6) consecutive months, after which time vacation leave shall be credited from the date of employment.

B. All employees of the Union shall receive vacation time as follows:

During the first nine (9) years of employment, vacation time shall accrue per pay period for a total of 120 hours per year.

At the beginning of the tenth year, vacation time shall accrue per pay period for a total of 160 hours per year.

At the beginning of the fifteenth year, vacation time shall accrue per pay period for a total of 200 hours per year.

At the beginning of the twentieth year, vacation time shall accrue per pay period for a total of 240 hours per year

C. Each member may accrue up to a maximum of 400 hours of vacation at any one time. Absence for a fraction or part of a day that is chargeable to vacation in accordance with the provisions of this article shall be charged proportionately in an amount not smaller than one (1) hour increments.

D. Each Division Supervisor shall prepare a schedule of vacation for the entire year indicating how many employees may be gone from work within the department at any one time, and request for vacations shall be applied for on a basis of seniority during the period from January 1 through March 31. Accrued time not originally applied for may be taken with the approval of the immediate supervisor at any time. Employees shall submit requests for vacation leave by March 15th of each year. Management will provide written responses to each request by March 31st of each year.

E. The number vacation days credited to each employee shall be printed on employee pay stubs.

6. SICK LEAVE

A. Employees shall be entitled to accrue sick leave time. The accrual rate of sick leave shall be at the rate of one and one half (1 1/2) working days for each month of service. A month in which a salaried employee is paid for fifteen (15) days or more and a daily or hourly employee is paid for twelve (12) days or more, shall be considered a month of service.

B. Retirement Time Purchase [Applicable only to employees hired prior to 01/01/2014]: When an employee retires the City will purchase one day of retirement credit for each sick day accumulated up to a maximum of one year's retirement credit (242 days). An employee must have a minimum of 50 days accrued sick time at the time of retirement to receive this benefit. This benefit is contingent on CERS approval.

C. Death Benefit: If an employee dies, the surviving spouse or designated beneficiary shall be entitled to the same unused sick leave benefits option as elected by the employee, either the retirement time purchase benefit described in paragraph 2 above or the payment alternative described in paragraph 4 below.

D. Payment alternative: Members of the bargaining unit hired prior to 01/01/2014 may elect the following benefit in lieu of the Retirement Time Purchase described in Paragraph 2.

1. Upon retirement, employees electing the payment alternative who have over 50 days of sick leave accumulated shall be paid an amount equivalent to one day's regular pay for all sick days accumulated over 50 days up to a maximum of 70 days' pay.

2. Current employees who desire to select this payment alternative in lieu of the Retirement Time Purchase benefit in Paragraph 2 must state their desire in writing to the City Human Resources Director before 4:30 p.m. June 30, 2004. Employees hired after this contract is executed who desire to select this payment alternative in lieu of the retirement time purchase benefit in Paragraph 2 must state their desire in writing to the City Human Resources Director within 90 days of their date of employment.

3. Employees who select this payment alternative may accrue a maximum of 150 days of sick leave. All other employees may accrue a maximum of 242 days of sick leave.

E. Sick leave extensions for serious and unusual circumstances may be approved by the City Manager at his discretion. The initial request for a sick leave extension will be submitted to the employee's department head.

F. The employee, the employee's spouse or someone on behalf of the employee must notify the department of an illness or need for sick leave not later than one hour after the time the employee is scheduled to report to work in order for the employee to be eligible for pay, except for extenuating circumstances which justifiably preclude the notification.

G. The number of sick days credited to each employee shall be printed on employee pay stubs.

H. The City and the Union agree that an employee who abuses sick leave may be disciplined pursuant to the discipline article of the contract. It is agreed that employees may be required to provide a medical statement following a written warning. It is agreed that employees will not be required to provide a medical statement beyond the twelve months, required by City Policy and Procedures governing sick leave abuse.

7. HOLIDAYS

A. The following days shall be recognized as holidays:

New Year's Eve	Thanksgiving Day
New Year's Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	
Labor Day	Personal Day observed at discretion of employee
Martin Luther King B Day	

B. If any of the above holidays fall on Sunday, Monday shall be recognized as the holiday. If any of the above holidays fall on Saturday, the preceding Friday will be recognized as the holiday. For those employees who regularly work on Saturday and/or Sunday, the same criteria shall apply for the days recognized as those employees' weekend.

C. Employees will be paid for recognized holidays where qualified, in an amount equivalent to eight times the employee's hourly rate or the equivalent to one day's pay. Employees who are required to work on a recognized holiday shall be further compensated at one and one half (1 ½) times their straight time hourly rate.

D. To qualify for holiday pay an employee must work his/her regularly scheduled shift the day preceding and the day following the holiday or work the actual holiday unless properly excused.

E. Employees qualifying to receive holiday pay will receive credit for those hours as hours worked for the purpose of calculating overtime.

8. JURY DUTY

An employee who is called to jury duty may be excused from work until released from the court. Said employee will present court notice to his/her department head. The employee who has been excused will be paid his/her normal straight time earnings while on jury duty and may retain the fees received from court. Only scheduled workdays actually spent in court shall be counted in calculating payment. An employee who is not required to report for jury duty during a session on a certain date shall report to work. An employee who is not called at the opening of court for actual duty and who is excused for the remainder of the day shall report for work within one (1) hour after being excused.

9. UNION BUSINESS

Union Members may attend Union functions for up to ten (10) Business days cumulatively annually utilizing an unpaid leave of absence. The Union President shall notify both Department Directors giving written notice two weeks in advance.

10. SAFETY COMMITTEE

The Safety Committee shall have representatives from each department to include a bargaining unit representative. Meetings will be subject to call by the HR Director.

11. SAFETY SHOES & CLOTHING

- A. The City agrees to make available to each employee covered by this contract a \$300 boot allowance each year, to be included in the employees' pay on the second paycheck immediately following July 1 each year. Footwear must be worn at all times per City PPE policy, and must comply with OSHA 1910.136 or ANSI Z41-1991 to qualify for reimbursement.
- B. Janitorial/Custodial personnel are exempt from wearing safety shoes and will receive one-half of the boot allowance listed above.
- C. Outdoor clothing shall be issued at hire date and replaced on three (3) year cycles.

12. HOURS OF WORK

A. DEFINITIONS

- 1. The payroll week shall consist of seven days extending from Thursday at 12:01 am. To Wednesday 12:00 am. Unless it is changed to an alternative seven day period by City Commission ordinance.
- 2. The normal workweek shall consist of forty (40) hours within the payroll week.
- 3. The normal workweek shall also be Monday through Friday; however, supervision may schedule an employee for other than Monday through Friday when deemed appropriate.
- 4. The normal workday shall consist of eight (8) hours of work, or a normal schedule of four (4) consecutive ten (10) hour days.
- 5. Employees may be assigned to work a flexible work schedule that provides for irregular starting times.

6. The City will make every effort to notify an employee one week in advance before making a work schedule change, but as a minimum twenty four (24) hours in advance.

B. OVERTIME

1. Employees who work more than forty (40) hours in any one-payroll week shall be paid one and one half times the base straight time hourly rate for all excess hours worked.

2. For the purposes of calculating overtime, Bereavement Leave shall be considered "hours worked."

3. Employees required to work more than nine full days straight will be compensated at two times the base straight time hourly rate for all hours worked beginning with the 10th day and continuing until the employee receives a full day off. A full day shall be defined as an employee working the number of hours in their regular scheduled shift. A shift is either eight (8) hours or ten (10) hours depending on their schedule.

4. When an employee is called in and required to work overtime, he shall receive a minimum of two (2) hours of overtime at one and one-half his regular straight-time hourly rate, regardless of whether such employee works two full hours or not. During said two hour period of time he may be subject to more than one assignment. In the event the employee works beyond two (2) hours during the same overtime period, said employee shall receive time and one-half for each hour or part of an hour after the two (2) hours period expires. Employees receiving call out pay will be paid time and one-half for the duration of the call out assignment regardless of any leave taken during the pay cycle in which the call out occurs, including: sick leave, vacation leave, jury duty, etc. Employees who have served suspension without pay during the FLSA work cycle in which call out occurs will be ineligible for time and one-half rate of pay.

5. Employees who work overtime shall not be required to take time off to offset the overtime worked, although the employee may request time off at an alternate time during the work week in lieu of compensation for the extra hours of work, subject to supervisory approval. In the event the employees who work extended overtime are required by the City to take rest time off from the job, the employees shall be compensated at their regular straight time rate for any such rest time which extends into their next regular shift. Employees shall not be required to take vacation time as compensation for said rest time.

6. As needed, employees will be required to work hours in excess of that set forth herein, and will receive pay at the overtime rate as set out in subsection 1 above. When an employee is scheduled for overtime work he will be paid not less than two (2) hours. During said two (2) hour period he may be subject to more than one assignment.

7. Overtime offered immediately prior to or at the end of the workday will be assigned to the employees who have been performing that work unless an employee has a special family obligation that

conflicts with the assignment. Such overtime may or may not be scheduled. Other overtime will be assigned in accordance with the following guidelines.

8. Seniority will prevail for all overtime work on a rotation basis except where qualification and expertise are an issue:
 - a. Overtime work shall be distributed equally to employees working within the same job classification and by department, where possible. The distribution of overtime shall be equalized over each six-month period beginning on the first day of January and the first day of July each year. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification, and department where possible, who has the least number of overtime hours to his credit at that time. If this employee is not available to answer a call after two (2) consecutive call-in occasions in a six (6) month period or does not accept the assignment, he/she will be charged with such overtime hours as overtime worked, and the employee with the next-fewest number of overtime hours to his credit shall be offered the assignment. The City shall not be obligated to contact employees who are off duty other than by telephone.
 - b. Each supervisor shall maintain an overtime record on an overtime chart provided to him. Overtime record charts shall be available for review by the department steward and a current copy of the overtime record charts shall be posted in the department.
 - c. Employees who refuse overtime will be charged with such overtime hours as overtime worked. An employee absent for vacation will not be considered for overtime.
 - d. A new employee or an employee who changes classifications, department or shift will be charged, at that time, with overtime equal to the greatest amount of overtime charged to any employee in the classification in the department and on the shift to which he changes.
 - e. When overtime work is scheduled, the City will notify employees involved at least twenty-four hours in advance of such scheduled overtime. When unscheduled overtime is required the City will, except in unforeseen circumstances, notify the employee at least two hours before the end of the shift immediately preceding the overtime. Any improper scheduling shall be corrected only by offers of subsequent overtime assignments as they become available.
 - f. If an employee suffers a loss due to improper scheduling of overtime he must inform his supervisor, and if he has in fact missed an overtime opportunity, he shall be offered the next available assignment. The City agrees that an employee will suffer no loss of compensation in the event that the next assignment, so offered, is not at the same pay level as the assignment missed.
 - g. If an employee feels he will suffer a loss due to improper scheduling of overtime, he must inform his supervisor of the situation prior to the last hour of his shift immediately preceding the scheduled overtime. If no adjustment is made and a subsequent grievance substantiates the improper scheduling he shall be offered the next available overtime assignment.
 - h. It is understood that allowances for overtime differences due to special work requirements and/or emergencies may be necessary. However, such allowances will be discussed with the Union.
 - i. Overtime for all employees will be equalized on January 1 and July 1 of each year.

9. All employees must provide a telephone number where they may be called for overtime purposes. Failure on the part of the employee to keep the City informed of his/her current address and telephone number or place at which or through which he/she might be contacted shall relieve the City of its responsibility in calling an employee for overtime work.

10. An employee who is required to work overtime and who works ten (10) or more continuous and successive hours, excluding the scheduled meal time, will be allowed a sufficient time and arrangements shall be made for him/her to have time to eat within the hour thereafter, and no time will be deducted for such meal period during such overtime work, it being understood that the period will be made as short as possible, and in no case to exceed thirty (30) minutes. An additional meal allowance will be allowed for each four hours of consecutive work performed thereafter. The City shall provide food and drinks at mealtime for employees when working overtime as referenced in this paragraph, unless inclement weather conditions do not allow due to restaurant closures. This provision does not apply to a four (4) day, ten (10) hours/day work week schedule of an employee.

11. No employee will be required to work through the scheduled lunch period, except that any employee who works through the scheduled lunch period at the request of the City will be paid for the lunch period, provided however, that an employee's lunch break shall not be deemed passed until he/she has been working on the job for a period of one and one-half hours past the mid-point of his/her work shift. No employee shall be forced to take an early time off to compensate him/her for time worked during a lunch period.

12. There shall be no changing of starting time in order to avoid the payment of overtime.

C. LUNCH AND BREAK PERIODS

Employees shall be granted two (2) paid fifteen (15) minute work breaks, one occurring in the first half of the shift and the second occurring in the second half of the work shift. Employees shall be granted an unpaid lunch period of thirty (30) minutes. Employees must take breaks onsite or at the nearest location that may have running hot/cold water. Employee must take lunches onsite, at the nearest location, or may return to their assigned shop. Included in these times is travel time to and from the job site.

13. SEVERABILITY

Should any article, paragraph or portion thereof of this Contract be held unlawful or unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to the specific article, paragraph or portion thereof as directly specified in the judgment, and upon issuance of such judgment, the parties hereto agree to negotiate a substitute for the invalidated article, paragraph or portion thereof

14. WAIVER IN EMERGENCY

A. In cases of emergency declared by the President of the United States, the Governor of the Commonwealth of Kentucky, the Mayor of the City of Paducah, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended:

1. Time limits for the processing of the grievance.
2. All agreements relating to the assignment of employees for the duration of the emergency period only.
3. Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

15. LABOR/MANAGEMENT MEETINGS

A. In the interest of sound labor/management relations, once each quarter on a mutually agreed date and time (or more frequent if mutually agreed), the employer's representatives shall meet with two (2) employee table officers of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Such meetings are to be limited to no more than two hours at a time. Meetings will be held during the Union representatives normal work time and they shall suffer no loss of pay. However, if the number of employee hours being spent on such meetings becomes excessive in management's opinion, the meetings shall be scheduled at times other than the employee's working hours.

B. An agenda will be exchanged by the parties at least three (3) working days in advance of the meeting with a list of matters to be discussed in the meeting and the names of those Union representatives who will be attending. Additions to the agenda may be included prior to the start of the meeting. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement.
2. Notify the Union of proposed changes by the Employer, which shall affect bargaining unit members.
3. Discuss grievances that have not been processed beyond the final step of the grievance procedure.
4. Disseminate general information of interest to the parties.
5. Discuss ways to increase productivity and improve effectiveness.
6. To consider and discuss health and safety measures relating to employees.
7. Other matters mutually agreed upon.

C. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

16. DEFINITIONS

A. "City" as used herein, the term "City" shall mean the City of Paducah and/or its governing body, the Board of Commissioners.

B. "Union" as used herein, the term "Union" shall mean the American Federation of State, County and Municipal Employees, AFL CIO, Local 1586 and/or its officers and executive board.

C. "Employees" as used herein, the term "employees" shall mean all permanent full time employees of the City who are members of the bargaining unit.

D. "Seasonal position" as used herein, the term "seasonal position" shall mean a position of employment with the City which may be annual in nature, but limited to a particular seasonal need of the City. Seasonal positions normally shall not exceed six months.

E. "Temporary Employees" Nothing herein shall prevent the City from hiring temporary employees. However, the city shall not hire temporary employees for the purposes of eroding the bargaining unit or to evade this agreement. Normally, these employees will be used for a limited period not to extend six months. However, due to unforeseen circumstances the need may arise to extend temporary employees beyond six months.

F. Each month the City Manager will present to the Commission a report listing all seasonal and temporary employees who have been employed for more than 6 months.

G. "Evening shift" as used herein, the term "evening shift" shall mean a regularly scheduled period for one or more employees in which more than one half the scheduled time is between the hours of 3:30 p.m. and 12:00 am.

H. "Night shift" as used herein, the term "night shift" shall mean a regularly scheduled work period for one or more employees in which more than one half the scheduled time is between the hours of 11:00 p.m. and 7:30 am.

I. "Seniority" as used herein, the term "seniority" shall mean length of service as a permanent fulltime employee with the City. It is agreed and understood, however, that seniority shall be suspended during the probationary period of ninety (90) days immediately following a promotion to a higher classification, and shall also exclude all suspensions for disciplinary action.

J. It is agreed that any reference to his or her contained in this contract is intended to be gender neutral.

17. MANAGEMENT RIGHTS

- A. Except as expressly modified by a specific provision of this Agreement, the City retains its sole and exclusive rights to operate and manage its affairs in all respects. The exclusive rights of the City which are not abridged by this Agreement include, but are not limited to, its right to hire and be the sole judge of qualifications of applicants. The City has the right to direct the working forces, to discipline or discharge for just cause, to establish, maintain and modify departmental procedures; to lay-off and recall; to be the judge of whom to promote and the methods and procedures for promotions; to assign work; to transfer employees as needed from one group/area to another in a manner most advantageous to the City; to contract and subcontract with outside contractors; to establish, modify or change manning levels and the amount or type of equipment in the department, etc.; the right to direct employees of the department to include the right to hire, promote or transfer; the right to organize or reorganize the Department in any manner to include the determination of job classifications; the allocation and assignment of work to employees within the department that is advantageous to the City; to introduce new, improved or different methods and techniques of operation or to change existing methods and techniques of operation; to change, modify or purchase new types of equipment; to establish or eliminate in-service training programs and requirements for upgrading the skills of employees; to determine the location, methods, means and personnel by which operations are to be conducted; to establish, implement and maintain internal security practice; to schedule overtime, vacations, days off and holidays off; to take whatever actions may be necessary to carry out the mission of the City in emergency situations; any other rights the City has not expressly given up in this Agreement.
- B. Failure by the City to exercise any of its rights shall not constitute a waiver of that right.
- C. The above right and powers are vested in the City; however, the exercise of these rights shall be subject to the grievance procedure as expressly modified by the terms of this Agreement.

18. WORK RULES

- A. The Bargaining Unit recognizes that the City, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, procedures and general orders.
- B. The City agrees that no work rules, regulations or employment policies shall be established that are in violation of any express terms of this Agreement.
- C. Any additions or amendments to the work rules, regulations, policies, procedures and general orders shall be reduced to writing, posted on the department bulletin boards and copies distributed to members of the Bargaining Unit five (5) days prior to implementation; however this section does not limit the right of the City, to meet emergency or operational needs, to implement any work rules or regulations, policies, or general procedures prior to the conclusion of the five (5) day notification period. The addition or amendment will be dated and state its effective date. Each employee shall sign to acknowledge receipt of same.

19. CIVIL SERVICE PROTECTION

The City has eliminated Civil Service Status for all classifications, but the City will continue to offer Civil Service protection to Bargaining Unit employees that were hired under Civil Service. This protection will continue even after an employee transfers to another non-Civil Service status classification that has representation by the Bargaining Unit; however, promotions will be by merit. Employees utilizing Civil Service Protection will not have the grievance procedure available to them.

20. TEMPORARY ASSIGNMENT

A. When, due to the absence of a regular employee or for operational needs, a temporary assignment is available in a work unit the assignment shall first be offered to qualified employees in the work unit where the assignment exists. The assignment may be rotated among employees to facilitate the learning and training process for other employees or assigned to only previously qualified employees, depending on the immediate needs of the department. In the instance of a temporary assignment requiring greater than 90 days a rotation of qualified employees shall be used with each employee serving for a period of thirty days after the initial 90-day period.

B. An employee who is awarded a temporary assignment in a higher rank position shall receive the higher pay rate after he/she has worked four (4) continuous weeks (20 days worked). The adjusted wage rate will be paid in a manner corresponding with the actual dates working in said acting position. Once formal action has been taken to adjust the employee's pay rate, that pay rate will be applied back to the beginning of the temporary assignment. In instances where it is anticipated the assignment is to be for four (4) weeks or longer, the increase will be initiated immediately. An employee who is awarded an assignment in a lower rated position shall maintain his/her regular rate of pay. Employees filling positions of higher classification on an intermittent or short-term basis are expected to perform those duties as a part of their classification responsibility.

C. Employees who request in writing training to perform tasks that are not part of their normal job may be given temporary assignments for training purposes with no increase in pay. Each Department will maintain a training request sign-up sheet. Such training assignments without extra pay shall not be continued after an employee has demonstrated his competency to perform the assignment. The City shall adopt a City Policy on the work training program and shall receive input from an advisory committee of Union members.

21. MISCELLANEOUS

A. The Union and bargaining unit employees shall have access to Union bulletin boards for the purpose of posting Union and other notices. All postings shall have the department director's stamp of approval for posting. It is understood that no material may be posted on any bulletin boards by the Union which contain (a) personal attacks on any other member or any other employee; (b) scandalous, scurrilous or derogatory attacks upon the City, or any other governmental units or officials; and (c) attacks on and/or favorable comments regarding a candidate for public office.

B. At least once each quarter the City will provide electronically to the Treasurer of the Union a roster of employees, showing the date hired, classification, department, home address with phone and designating those employees for whom the Union has not provided dues payroll authorization forms to the City. The Union shall furnish the City with a quarterly up to date list of names of Union executive board members, in writing, to the City Manager.

C. Accredited representatives of AFSCME, whether local, district council, or international representative shall have the full and free access to the premises of the City, involving work areas of bargaining unit employees and City Administrative offices at City Hall for the purpose of attending meetings, discussing personnel matters, contract disputes with City officials or department heads, safety inspections or alleged violations of the contract, subject to prior notification and approval of the City and with the understanding that work time interference will be kept at a minimum.

D. Supervisory personnel may perform non-supervisory work as time permits. However, it is understood that a supervisor has primary responsibility in supervising employees and facilitating them in the accomplishment of their work.

E. The City and the Union agree that employees work primarily in their classifications. However, employees may be required to assist others in their department and such work may or may not be in their classification. Nothing herein entitles Bargaining Unit employees to perform work for other City employees that are performing minor maintenance, cleanup or incidental work related to the other City employees job, e.g., hanging pictures, painting , moving furniture, lawn care, washing vehicles, cleaning restrooms, etc. Training and safety will be primary considerations by management in the assignment of work in all departments throughout the City.

F. The City will permit vending machines to be installed in all departments for the benefit of the employees.

G. Whenever practical the City shall place tops and windshields on equipment to protect employees from adverse weather conditions.

H. The City shall furnish and maintain individual lockers for all employees covered by this Agreement.

I. The City agrees that supervisors of employees, within the bargaining unit, shall make reasonable effort to recognize seniority when assigning work to the employees, but it is understood that the primary consideration must remain; qualifications, efficiency in a skill, and the proper completion of the work to be done. An employee wishing to express a preference for a type of work may make it known to his immediate supervisor in order to have consideration on future assignments. This provision shall apply primarily to specific classifications within a particular department.

J. City supervisors and employees will not use profane or abusive language toward one another in the performance of their job.

K. Work Group Leaders will be appointed by management and in compliance with City Ordinance as they are needed to facilitate the efficient progress of work. Appointments will be made based on qualification and performance with the length of appointment being at the discretion of management. An employee appointed to a Group Leader position will receive additional \$0.50/hour compensation.

L. The City agrees in its hiring practice to give its current team members preference in appointment in a vacant union represented position. The City agrees that internal applicants will be considered alongside external applicants but all internal applicants will be interviewed and receive a practical exam when applicable.

22. OUTSIDE CONTRACTING

A. It is the intent of the City to make every effort to utilize its employees to perform work that they have normally and historically performed. However, nothing herein shall be deemed a limitation on the City's right to contract with outside contractors.

B. In the event the City contemplates or proposes to contract out work that could cause the layoff of employees or a reduction of the employees in the bargaining unit, management will notify the Union at least 60 days prior to taking such action.

C. A labor management meeting shall be held promptly to discuss the impact of outside contracting on employees, the feasibility of the proposed third party contracting and the potential for preventing erosion of the Bargaining Unit.

D. The Union will be notified of any other contracting out that the City intends to propose or award.

E. Typically, the City will contract out work where expertise and/or equipment of other vendors are needed, the volume of work is beyond the immediate capacity of the department to handle or the City is at a cost competitive disadvantage to handle the work.

23. SAFETY

In the event a job situation or item of equipment is reasonably challenged by an employee as a serious threat to his safety, he shall notify his immediate supervisor, immediate superintendent, and his steward. If the matter is not resolved to the satisfaction of the employee, he may take the matter up with his department director, together with the supervisor and steward who will consult the applicable Kentucky OSHA regulations in making their decisions. If the matter remains unresolved, the department director will notify the HR Director, who will make the final determination in the matter. Any further challenge by the employee may be handled through the grievance procedure or through the Kentucky OSHA regulations as provided by law.

24. PROBATIONARY PERIOD

- A. All new employees with the City and newly promoted employees shall serve a six (6) month probationary period. No newly hired probationary employee may be a member of the union.
- B. A probationary employee may be terminated at any time during his/her probationary period and have no appeal through the Grievance Procedure.
- C. A newly promoted employee will be allowed to return to his/her previous classification, a classification previously held or a classification in which he/she is qualified provided there is an available opening. The employee will have up to thirty (30) days to exercise this option.

25. CONTINUITY OF OPERATION

- A. The services performed by the City of Paducah employees are governmental in nature and are essential to the public's safety and welfare. Accordingly, it is agreed that there shall be no strikes during the life of this agreement.
- B. It is further understood and agreed that any refusal on the part of any employee to cross a picket line at some other place, when the same is necessary to perform the duties assigned by the City of Paducah, shall entitle the City of Paducah to perform the work by any means available.
- C. The city of Paducah agrees that it will not lock out its employees during the life of this agreement in support of its bargaining position or to require the Union to concede to its grievance.

26. WAGE AND BENEFITS

A. Life Insurance

The City shall pay for each bargaining unit employee the full premium for a \$15,000 group life insurance policy.

B. Wages

- 1. Employee classifications and wages are established and changed by City ordinance. Changes in classification and/or compensation shall be reviewed with the Union prior to adoption by the City. The following classifications and base wages will be in effect on the following dates:

CLASSIFICATION	Hour Rate as of 06-28-23	July 2023 (FY24) + 6.0%	July 2024 (FY25) + 4.0%	July 2025 (FY26) + 3.0%
MAINTENANCE TECHNICIAN	\$22.31	\$23.65	\$24.59	\$25.33
TRAFFIC TECHNICIAN	\$22.31	\$23.65	\$24.59	\$25.33
FLOODWALL OPERATOR	\$22.92	\$24.30	\$25.27	\$26.03
COMPOST / EQUIPMENT OPERATOR	\$23.15	\$24.54	\$25.52	\$26.29
CONCRETE FINISHER	\$22.14	\$23.47	\$24.41	\$25.14
ROW MAINTENANCE PERSON	\$21.43	\$22.72	\$23.62	\$24.33
SOLID WASTE TRUCK DRIVER	\$21.89	\$23.20	\$24.13	\$24.86
LABORER	\$19.95	\$21.15	\$21.99	\$22.65
JANITOR / COLLECTOR	\$19.48	\$20.65	\$21.47	\$22.12

2. Each employee shall receive longevity pay of seven dollars (\$7.00) per month for each year of continuous service up to and including twenty (20) years.
3. Payment for such service shall commence in the anniversary month of service. All vacation time, sick leave and authorized leave of absence shall constitute service for the purpose of this provision.
4. Graduated Wage Scale will apply to all employees hired after January 30, 1998. Graduated Wage Scale will apply to (all) classifications. Graduated Wage Scale will start on the newly Hired employee's date of hire with a minimum hire rate of 80% of maximum, and increase 5% every six months until the employee reaches 100%.

As an example:

Initial hire rate 80%
Six month anniversary 85%
Twelve month anniversary 90%
Eighteen month anniversary 95%
Twenty four month anniversary 100%

5. The City may hire new employees into skilled positions at wage rates between 80% and 100% of the full wage for the position needing to be filled, based upon the relevant qualifications of the applicant. In the event an employee is hired above 80% of the wage rate for a position, the City agrees to consider the qualifications of incumbent employees in the same position for consideration of pay equity for comparable qualifications. In all cases when an employee is hired above the 80% wage rate for a given position the City will provide written notice to the Union.

6. Employees leaving the City due to resignation, retirement, or termination will receive all monies currently due him on the next pay period. Payroll can NOT be completed for any terminated employee until all City issued clothing/equipment is certified as returned by the appropriate supervisor.

7. If an error results in an employee receiving less pay than is due him, the error will be corrected on the employee's next paycheck. Hardship cases, those with a net error of \$200 or greater with base pay and for other than overtime calculations, will result in the City providing a make-up check on the next business day after notification of the error.

8. Employees who work on the evening or night shift shall receive a shift premium of thirty five (35) cents per hour for work performed on the evening shift, and a premium of fifty (50) cents per hour for work performed on the night shift.

9. The City will pay all employees bi-weekly by direct deposit to an approved financial institution of their choosing.

27. INDIVIDUAL AGREEMENT

The City agrees not to enter into any Agreement or contract with employees, individually or collectively, which in any manner conflicts with the terms and provisions of this agreement. Employees are allowed to work as referees and/or umpires in a non-collective bargaining capacity.

28. DURATION

A. The Agreement, when signed by the duly authorized officers of the City and the Union, shall become effective as of July 1, 2023, and shall remain in full force and effect through the 30th day of June, 2026.

B. Negotiations

1. Between November 1 and 15, 2025 either party may request in writing that negotiations be opened to modify or renew this Agreement. Within 10 days of receipt of the request to open negotiations the parties will meet and schedule at least four (4) negotiating meetings to be held between January 2 and March 1, 2026. Failure to reach tentative agreement in this timeframe will result in a ninety (90) day suspension of negotiations. On or about June 1 negotiations will resume and if the parties come to an impasse, either party may request mediation services through the Kentucky Labor Cabinet and the current Bargaining Agreement will be extended for thirty (30) days. If there is no resolution through mediation or if the parties elect not to use mediation, then the City will present its last, best, final offer to the Bargaining Unit for ratification vote.

2. In any event, nothing herein contained shall preclude either party from modifying or changing or amending its proposals for a new Agreement. The City and Union each have entered into this Agreement pursuant to duly adopted ordinances and resolution authorizing same.

3. The City agrees to pay three (3) employees representing the Bargaining Unit at the straight time hourly rate for up to four (4) hours for each meeting up to a maximum of five (5) meetings for negotiations of a new Collective Bargaining Agreement if the employee time lost is during normal work hours.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand this ____ day of June, 2023. This agreement shall become effective upon signature of the parties.

For The City of Paducah, Kentucky

for The American Federation
of State, County and Municipal
Employees, AFL-CIO Local 1586

George Bray, Mayor

David Shockley, President

WITNESS:

Taylor Smith

Jarred Griffin

Agenda Action Form

Paducah City Commission

Meeting Date: May 23, 2023

Short Title: City of Paducah KY - Fiscal 2024 Budget (7/1/2023 -- 06/30/2024) - **D. JORDAN & A. KYLE**

Category: Ordinance

Staff Work By: Audra Kyle, Kamra Davenport, Jonathan Perkins, Kristi Gray, Kari Freeman

Presentation By: Daron Jordan, Audra Kyle, Jonathan Perkins

Background Information: **The proposed Fiscal Year 2024 budget....**

1. Includes all annual debt service payment obligations;
2. Includes 6% wage adjustments as contractually obligated for IAFF, FOP, and AFSCME; and, 6% for non-represented full-time employees;
3. Allows for the minimum 10% General, Investment and Solid Waste Funds reserve requirement;
4. Utilizes 'unreserved cash balances' from the General Fund (\$2.1 million);
5. Includes State mandated pension contributions;
6. Includes appropriations for numerous outside agencies;
7. Includes funding for BOC priorities; and,
8. Assumes a 4% increase in real estate property tax levy (to be voted in separate tax levy ordinance in fall of 2023).

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Recommend the BOC approve the FY2024 budget proposal.

Attachments:

1. Budget FY2024 Ordinance
2. Ordinance - Exhibit 1, (FY2024)
3. Ordinance - Publication, (FY2024)

ORDINANCE NO. 2023-06-_____

AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL
OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2023, THROUGH JUNE 30,
2024, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS
FOR THE OPERATION OF CITY GOVERNMENT

WHEREAS, an Annual Operating Budget proposal has been prepared and delivered to the Board of Commissioners of the City of Paducah, KY; and,

WHEREAS, the Board of Commissioners has reviewed and discussed the proposed Annual Operating Budget and desires to adopt it for Fiscal Year 2024.

NOW, THEREFORE, BE IT ORDAINED by the City of Paducah, Kentucky as follows:

Section 1. The Annual Operating Budget for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024, including all sources of estimated revenues and appropriations for all City funds as set forth in Exhibit Number 1 attached hereto is hereby adopted.

Section 2. The balance of all capital construction, renovation, improvement projects, and grants currently approved and/or nearing completion are hereby approved for re-appropriation and carry over for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024.

Section 3. The City does hereby adopt the following financial management policies:

A. The General Fund's minimum undesignated cash balance shall be 10% of the General Fund's budgeted appropriations. The Investment Fund's minimum undesignated cash balance shall be 10% of the Investment Fund's budgeted appropriations. The Solid Waste Fund's minimum unreserved cash balance shall be 10% of the Solid Waste's budgeted operating expenses. The Debt Service Fund's minimum cash balance shall be not less than \$600,000.

B. The City Manager or designee is authorized to transfer appropriated amounts between funds, departmental budget line items, projects, between divisions of departments, and between departments as shown in Exhibit Number 1.

C. Funds appropriated as Administrative contingency shall be obligated at the discretion of the City Manager, however, the Board of Commissioners shall be notified five calendar days prior to obligation of the proposed expenditure. If any individual member of the Board of Commissioners requests Commission review of a proposed expenditure, the City Manager shall bring expenditure before the Commission for approval by municipal order, or not proceed.

D. City Manager shall assure that recurring revenues and resources are greater than or equal to recurring expenditures. The City Manager or his designee shall be authorized to increase appropriations in an amount not to exceed any unanticipated increases in revenue or resources.

E. The City Manager has the authority to enact a budget allocation program or to transfer funds to or from any departmental line item appropriation. Department Directors shall be responsible for keeping all appropriated accounts within their respective department positive.

F. As vehicles are acquired, the City will fully fund the Fleet Lease Trust Fund in order to replace rolling stock owned by the Fleet Lease Trust Fund as it achieves obsolescence. The Fleet Lease Trust Fund shall be funded with monthly lease charges assigned to rolling stock as determined by the Finance Director or his designee. All rolling stock is owned by the City's Fleet Lease Trust Fund, and leased to respective departments for use.

G. The City will maintain a self-insurance fund called Health Insurance Trust Fund through the use of user fees as set by administrative policy.

H. In fiscal year 2006, the City issued a General Obligation Bond (GOB) for the Police and Firefighters' Pension Fund (PFPF) bringing the fund up to an actuarially sound basis; however, the multi-year recession starting in fiscal year 2009 reduced the fund's corpus leaving a new unfunded liability. Funding is provided in the General Fund of this ordinance to further address the PFPF unfunded liability.

I. The City will provide to all eligible employees up to a \$727 per month credit (for the months of July - December 2023) to be applied to the Comprehensive Health Insurance Benefit Plan (Cafeteria Plan) as directed by the employee. In January 2024, this monthly credit may be adjusted by the Board of Commissioners as recommended by the City Manager or his designee.

J. The City will maintain a special fund called Investment Fund, and is considered an extension of the General Fund. The Investment Fund is funded with a 1/2 cent portion of the City's occupational license fee (employee payroll withholding tax). This fund is dedicated to the following expenditures: economic development, neighborhood re-development, infrastructure capital investment, property tax relief, and pension obligations.

Section 4. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.

Section 5. All prior Municipal Orders or Ordinances or parts of any Municipal Order or Ordinance in conflict herewith are hereby repealed.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, May 24, 2023
Adopted by the Board of Commissioners, June 14, 2023
Recorded by Lindsay Parish, City Clerk, July , 2023
Published by The Paducah Sun,
ORD\FINANCE\Budget FY2024

City of Paducah
Annual Operating Budget for All Funds and Categories of Government
Estimated Appropriations & Expenditures
FY2023 (July 1, 2023 to June 30, 2024)
Exhibit No. 1

	General Fund	Special Revenues	Capital Projects	Debt Service	Enterprise Funds	Internal Service	Trust Funds	Total
Sources:								
Fines	\$ 102,500	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	132,500
Grants	1,116,000	765,375	-	-	64,000	-	-	1,945,375
Interest Income	900,000	328,250	-	-	88,000	190,000	120,100	1,626,350
Bond Proceeds	-	0	-	-	-	-	-	0
Charges for Service	743,520	40,000	-	-	4,778,000	5,400,835	0	10,962,355
Other Fees	67,000	-	-	-	1,000	-	500	68,500
Occupational License	30,878,500	8,050,000	-	655,875	-	-	-	39,584,375
Permits & Fees	564,500	-	-	-	5,500	-	-	570,000
Property Rent	456,045	291,490	-	109,720	36,000	1,094,290	-	1,987,545
Property Taxes	8,566,150	-	-	-	-	-	-	8,566,150
Recreation Fees	92,500	-	-	-	-	-	-	92,500
Sales	23,500	-	-	-	81,000	25,000	264,000	393,500
Other Taxes	-	1,231,000	-	-	-	-	-	1,231,000
Total	\$ 43,510,215	\$ 10,736,115	\$ -	\$ 765,595	\$ 5,053,500	\$ 6,710,125	\$ 384,600	\$ 67,160,150
Fund Transfers In	\$ 519,700	\$ 2,913,295	\$ 2,153,725	\$ 2,967,460	\$ -	\$ 328,805	\$ 425,000	\$ 9,307,985
Total Sources	\$ 44,029,915	\$ 13,649,410	\$ 2,153,725	\$ 3,733,055	\$ 5,053,500	\$ 7,038,930	\$ 809,600	\$ 76,468,135
Expenditures:								
Administration	\$ 2,144,340	\$ -	\$ 427,000	\$ -	\$ -	\$ -	\$ -	2,571,340
Finance	1,467,717	14,604,440	-	3,732,795	-	7,322,630	-	27,127,582
Information Technology	1,517,982	-	35,000	-	-	-	-	1,552,982
Customer Experience	469,703	-	-	-	-	-	-	469,703
Planning	858,407	-	691,725	-	-	-	-	1,550,132
Police	13,491,557	90,800	25,000	-	-	-	-	13,607,357
Fire	11,371,766	-	135,000	-	-	-	-	11,506,766
Public Works	4,879,292	2,035,000	650,000	-	-	892,520	-	8,456,812
Parks	3,934,090	-	40,000	-	137,644	-	-	4,111,734
Cable Authority	85,355	-	-	-	-	-	-	85,355
Human Rights	23,643	-	-	-	-	-	-	23,643
Engineering	1,907,025	-	150,000	-	-	-	-	2,057,025
Human Resources	650,014	-	-	-	-	-	-	650,014
Investment Fund	-	1,068,400	-	-	-	-	-	1,068,400
E911	-	2,598,830	-	-	-	-	-	2,598,830
Solid Waste	-	-	-	-	6,580,302	-	-	6,580,302
Pensions	-	-	-	-	-	-	932,975	932,975
Fund Transfers Out	3,332,380	10,500,850	-	-	395,055	79,700	-	14,307,985
Total Expenditures	\$ 46,133,271	\$ 30,898,320	\$ 2,153,725	\$ 3,732,795	\$ 7,113,001	\$ 8,294,850	\$ 932,975	\$ 99,258,937
Reserves Utilized	\$ (2,103,356)	\$ (17,248,910)	\$ -	\$ 260	\$ (2,059,501)	\$ (1,255,920)	\$ (123,375)	\$ (22,790,802)

<u>FUNDS</u>	<u>APPROPRIATIONS</u>
GENERAL	\$ 46,133,271
MAP	2,035,000
INVESTMENT	6,195,110
TIF	121,000
E911	2,741,125
COURT AWARDS	90,800
ROOM TAX	1,850,000
DEBT	3,732,795
CIP	2,153,725
BOND FUND	17,500,000
SOLID WASTE	6,975,357
TRANSIENT BOAT DOCK	137,644
RENTAL	205,505
RADIO DEPR	159,780
FLEET MAINTENANCE	892,520
FLEET LEASE TRUST	2,517,065
INSURANCE	1,350,845
HEALTH INSURANCE	3,534,420
PFPF	852,655
OTHER TRUSTS	<u>80,320</u>
	<u><u>\$ 99,258,937</u></u>

Agenda Action Form

Paducah City Commission

Meeting Date: May 23, 2023

Short Title: Amend Code of Ordinances Section 98-144 related to Special Events - **L.PARISH**

Category: Ordinance

Staff Work By: Lindsay
Parish, Daron Jordan
Presentation By: Lindsay
Parish

Background Information: This amendment related to Code Section 98-144 “Special Events” codifies certain requirements for the issuance of special event permits which are currently laid out in the administrative policy. This does not change any current requirements for special events but simply codifies those requirements. Due to certain case law, the City has been advised to move these requirements from policy into the Code of Ordinances to ensure that they will be held as valid and that they meet the constitutional standard for setting requirements for the issuance of permits.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. 98-144 Amend - Special Events Ordinance 2023 Admin Policy

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING CHAPTER 98, ARTICLE VI SPECIAL EVENTS OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, this Ordinance will amend Chapter 98, Article VI Special Events of the *Code of Ordinances of the City of Paducah, Kentucky* so that the requirements for obtaining a Special Events Permit are established by the City Commission; and

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PADUCAH AS FOLLOWS:

SECTION A. Chapter 98, Article VI Special Events of the Code of Ordinances shall be amended as follows:

Sec. 98-144. - Administrative Policy

The Board of Commissioners of the City of Paducah does hereby authorize and charge the City Manager with creating and maintaining a policy for the administration and oversight of Special Events in the City of Paducah not inconsistent with this ordinance. In doing so, the Special Events Policy shall provide that approval of an Application and issuance of a Special Event Permit shall be premised upon the following requirements:

- (1) The Applicant completes and submits a complete Application for a Special Event Permit in accordance with the requirements of this section.
- (2) Absent exigent circumstances, as deemed by the City Manager, the Applicant submits the Application with sufficient advance notice as follows:
 - a. Events anticipating up to 150 people be submitted at least three (3) weeks before Event;
 - b. Events anticipating between 150 and 500 people be submitted at least four (4) weeks before Event;
 - c. Events anticipating over 500 people be submitted at least eight (8) weeks before the Event;
 - d. Events which will be moving and not on a pre-set route be submitted at least ten (10) weeks before the Event.
- (3) An Applicant whose late Application is approved must pay an expedited late processing fee.
- (4) The Applicant provides proof of liability insurance coverage of at least \$1,000,000 in which the City of Paducah is named as an Additional Insured on the Certificate of Insurance, with provision for an amount in excess of \$1,000,000 for Events with higher risk factors.
- (5) The Applicant provides proof of a City Business License, if required.
- (6) There are no other Special Events or other Planned Events pending and/or approved for the desired Event location.

- (7) There are sufficient City staff and resources to meet the requirements of the planned Event, including, but not limited to solid waste and security/policing needs.
- (8) A determination that the planned Event will not create a fire hazard, will not unnecessarily or unreasonably impact traffic flow and businesses, and will not be in violation of noise ordinances unless a noise variance is obtained as outlined in the Paducah Code of Ordinances.

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

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

SECTION D. Effective Date. 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, _____
Adopted by the Board of Commissioners, _____
Recorded by City Clerk, _____
Published by *The Paducah Sun*, _____
Amend - Special

Agenda Action Form

Paducah City Commission

Meeting Date: May 23, 2023

Short Title: Amend Code of Ordinances Section 58-32 related to the Human Rights Commission - **L. PARISH**

Category: Ordinance

Staff Work By: Lindsay Parish, Claudia
Meeks, Daron Jordan
Presentation By: Lindsay Parish

Background Information: This ordinance amends Code of Ordinances Section 58-32 related to the Human Rights Commission. This amendment changes the composition of the Human Rights Commission from five (5) members to seven (7) members. The amendment outlines that initial appointments shall be staggered. Term length after initial appointments will remain 3-year terms. This change allows for more diversified participation on the Human Rights Commission and prepares for the repopulation and activation of the Commission in the coming months.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Minority Inclusion

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD 58-32 Human Rights Commission membership

ORDINANCE NO. 2023-____ - _____

AN ORDINANCE AMENDING CHAPTER 58, ARTICLE II, HUMAN RIGHTS COMMISSION, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, this Ordinance will amend Chapter 58, Article II Human Rights Commission of the *Code of Ordinances of the City of Paducah, Kentucky* in order to change the composition of the Human Rights Commission from five (5) members to seven (7) members.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PADUCAH AS FOLLOWS:

SECTION A. Chapter 58, Article II, Human Rights Commission of the Code of Ordinances shall be amended as follows:

Sec. 58-32. – Composition; appointment, term and compensation of members.

- (a) The Commission shall be composed of [~~five (5)~~] seven (7) members. The members shall be appointed by the Mayor, subject to the approval of the Board of Commissioners, who shall select persons who are as nearly as possible representative of the several social, economic, religious, cultural, ethnic and racial groups which comprise the population of the Greater Paducah Area. In addition, each member shall be a resident of the Greater Paducah Area.
- (b) No elected or appointed official of the City or of the county may be a member of the Commission.
- (c) [~~Upon the effective date of this article, all persons who are currently serving as members of the Commission shall be deemed to be reappointed to complete their present term of service.~~] Initial appointments shall be staggered and [~~E~~]each member appointed thereafter shall serve for a term of three (3) years. Upon a vacancy occurring, the Mayor, subject to the approval of the Board of Commissioners, shall appoint a member to complete the unexpired term.
- (d) Members of the Commission shall serve without compensation, but, subject to the approval of the Commission and within the limits imposed by the budget, they shall be allowed their necessary expenses attendant upon their duties.

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

SECTION C. Severability. If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of

such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by City Clerk, _____
Published by *The Paducah Sun*, _____
ORD\58-32 Human Rights Commission membership

Summary: Economic Opportunity Incentive



→ Southside Business Improvements Grant Program: Phase 1

Summary: Reimbursement incentive for small businesses to stabilize roofs and make façade improvements. Annual funding will be split between roof grant (70%) and façade grant (30%).

- Roof grant will fund full and partial roofs.
- Façade grant will fund repairs, replacements, and upgrades to building exteriors.
- Limited to small businesses (employing 50 people or fewer).
- Program area is all Southside neighborhoods.

Summary: Housing Incentives



→ Southside Home Repair Microgrant: Phase 1

Summary: 50/50 match microgrant to fund small exterior projects for residential homes. Annual funding will be split between microgrant and larger incentive program.

- Minimum investment: \$500 (matched with \$250 reimbursement)
- Maximum investment: No cap on projects, but maximum match amount is \$5,000.
- Routine maintenance and/or repairs ordered by fire prevention are ineligible for this program.
- Program area is all of Walter Jetton neighborhood and part of Uppertown neighborhood.



→ Southside Home Rehab & New Construction Incentive Program: Phase 1

Summary: Reimbursement incentive for rehabilitation and new construction of residential homes. Annual funding will be split between microgrant and larger incentive program.

- Minimum investment: \$50,000, matched with 15% of permitted value or 20% of *Beyond Code** permitted value.
- Maximum investment: No cap on projects, but maximum award is \$27,000.
- Only owner-occupied units are eligible to receive funds
- Funds are disbursed as a forgivable, 0% interest loan over a 5-year period to encourage long-term residency.
- Routine maintenance and/or repairs ordered by fire prevention are ineligible for this program.

**Beyond Code:* An optional 'green' building program based on the IECC energy standards building code. This program focuses on energy efficiency and is more stringent than the current required building