



**CITY COMMISSION MEETING
AGENDA FOR JANUARY 28, 2020
5:30 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

EMPLOYEE INTRODUCTIONS Police Officers Noah Willett, Jaime Euteneier, Michael Vowell, James Whitworth

PRESENTATION OpenCounter Demonstration - Lindsay Parish

PRESENTATION GPEDC Update - Bruce Wilcox

PRESENTATION Lose Design Update - Chris Camp & Team

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 January 14, 2020
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Acceptance of the Kentucky Arts Council Partnership Grant in the amount of \$5000 for the implementation for projects developed during the City of Paducah's AIR Institute Shift Workshop - L PARISH
	E.	FY 2021 Highway Safety Grant application and acceptance - B LAIRD
	F.	Accept Donation of Property Located at 1314 Oscar Cross Avenue - G CHERRY
	G.	Approve Agreement to Employ Chris Yarber as Director of Public Works - J ARNDT

	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Authorize the City Manager to make a Monetary Contribution in the Amount of \$140,996.50 to be used as Local Matching Funds for Barkley Regional Airport for Terminal Engineering and Architectural Design - J ARNDT
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	City of Paducah Special Event Cost Recovery Program - M THOMPSON
		B.	Closure of a Portion of Colonial Court Between 100, 104, 106 & 107 Colonial Court - R MURPHY
		C.	Execute an Agreement with Plante Moran not to Exceed \$90,000 for Technical Assistance with Energov Codes & Permitting Software Implementation - M SMOLEN
		D.	Amend Code of Ordinances Section 70-52 to Add One Additional Member to the Brooks Stadium Commission - J ARNDT
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Approve Fuel Contract for 2020-2021 - R MURPHY
		B.	Approve Agreement with the Paducah Police Department Bargaining Unit - J ARNDT
		C.	Approve Agreement with the Professional Fire Fighters of Paducah, Local 168 - J ARNDT
	V.	<u>DISCUSSION</u>	
		A.	Quarterly Financial Report - J PERKINS & J ARNDT
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience

	VII.	<u>EXECUTIVE SESSION</u>
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January 14, 2020

At a Regular Meeting of the Board of Commissioners, held on Tuesday, January 14, 2020, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the Assistant City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

INVOCATION:

Commissioner McElroy led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

EMPLOYEE INTRODUCTIONS:

Fire Chief Steve Kyle introduced new firefighter candidates: Aiden Yarbrough, Hakeem Tyler, Rodney Spillane, Joshua Guess, Seth Harrell and Michaela Gossum.

CONSENT AGENDA

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed for separate consideration. There were no items removed. Mayor Harless asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for the December 17, 2019 Joint Called Meeting - Board of Commissioners of City of Paducah and McCracken Fiscal Court and Approve Minutes for the December 17, 2019 Called Meeting of the Board of Commissioners of the City of Paducah
I(B)	Receive and File Documents <i>Minute File:</i> 1. Notice of Called Joint Meeting – Board of Commissioners of City of Paducah and McCracken County Fiscal Court – December 17, 2019 5:00 p.m. 2. Notice of Called Meeting – Board of Commissioners of City of Paducah – December 17, 2019 5:30 p.m. 3. Certificate of Liability Insurance – Centurion Development LLC 4. Right-of-Way Bond – Centurion Development LLC 5. Certificate of Liability Insurance – Ivitts Plumbing Contractors, Inc. <i>Deed File:</i> 1. Deed of Conveyance – 2028 Clay Street Irene Salemi to City of Paducah - MO #2307 <i>Contract File:</i> 1. Forgiveness of Debt Agreement – City of Paducah – Paducah Golf Commission – ORD 2019-12-8604 2. City of Paducah – Commonwealth Economics – Downtown Riverfront TIF Project – ORD 2019-12-8607 3. Commonwealth of Kentucky – DLG Grant – Recreational Trails Program – MO #2293

January 14, 2020

	4. Commonwealth of Kentucky – Kentucky office of Homeland Security Grant MO #2301 5. Agreement between Commonwealth of Kentucky Transportation Cabinet Dept. of Highways and City of Paducah – South 25th Street Project – MO #2306 6. Contract For Services – Midtown Alliance of Neighbors – MO #2308 7. Surplus Property Sale Sealed Bid Form – James Hardin – 164 Clements St. MO #2309 8. City of Paducah – Jim Smith Contracting – Resurfacing Program – One-year Renewal Agreement – ORD 2018-5-8553 9. Downtown Paducah Parking Assessment – Concepts21 – Signed by CM 10. Commonwealth of Kentucky – Contract Modification – Time Extension – Community Block Grant – MO #2014 <u>Financials File:</u> 1. Paducah Junior College – Year ended June 30, 2019
I(C)	Appointment of Karami Underwood to the Paducah-McCracken County Senior Citizens Board to replace Charles “Chuck” Walter, who resigned. This term shall expire June 30, 2022.
I(D)	Appointment of Emerson Goodwin to the Barkley Airport Authority Board to replace Andras Q. Bende, whose term has expired, said term shall expire December 31, 2023; Appointment of Ashley Johnson to the Barkley Airport Authority Board to replace James Page II, whose term has expired, said term shall expire December 16, 2023; and Reappointment of Dann Patterson, said term shall expire December 12, 2023.
I(E)	Personnel Actions
I(F)	A MUNICIPAL ORDER AUTHORIZING THE CITY MANAGER TO DISTRIBUTE VACATION DAYS TO CERTAIN EMPLOYEES OF THE CITY OF PADUCAH AS PART OF THE ANNUAL EMPLOYEE APPRECIATION CHRISTMAS LUNCHEON CHARITY FOOD COLLECTION (MO #2310; BK 11)
I(G)	A MUNICIPAL ORDER ACCEPTING THE BID OF LINWOOD MOTORS FOR SALE TO THE CITY OF ONE (1) ½ TON PICKUP 4X4 SSV IN A TOTAL AMOUNT OF \$34,677.96 FOR USE BY THE FIRE PREVENTION DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (MO #2311; BK 11)

Mayor Harless offered motion, seconded by Commissioner Wilson, that the consent agenda be adopted as presented.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

January 14, 2020

ORDINANCE(S) – ADOPTIONS

CHANGE ORDER #1 WITH BACON, FARMER AND WORKMAN ENGINEERING & TESTING, INC., IN THE AMOUNT OF \$5,000 FOR THE PADUCAH PARKS & RECREATION MASTER PLAN

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH BACON, FARMER AND WORKMAN ENGINEERING & TESTING, INC., IN THE AMOUNT OF \$5,000 FOR THE PADUCAH PARKS & RECREATION MASTER PLAN.” This Ordinance is summarized as follows: This Ordinance authorizes the Mayor to execute Change Order No. 1, in an amount of \$5,000 with Bacon, Farmer and Workman Engineering & Testing, Inc. for work related to the addition of McCracken County residents in the statistically valid survey for a new total contract amount of \$107,500.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).
(ORD #2020-01-8610, BK 36)

REPEAL AND REPLACE CHAPTER 22 – CABLE COMMUNICATIONS

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE REPEALING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY WHICH GOVERNS CABLE COMMUNICATIONS AND REPLACING IT IN ITS ENTIRETY.” This ordinance is summarized as follows: This ordinance repeals the existing Chapter 22 of the Code of Ordinances of the City of Paducah and replaces it in its entirety. Changes include Applicable Law as a new defined term which includes any and all local law, state or federal law, statute, charter, ordinance, regulation, code, franchise, permit, judgment or decree in accordance with state and federal law. A stronger, more detailed “gross revenues” definition has been included to ensure maximum franchise fee payments to the City regarding cable service. The language in the Complimentary Services section has been revised and requires each franchise granted by the City to specify complimentary services as necessitated by recent action of the Federal Communications Commission. The Report section has been revised to allow the City to review a franchisee’s books and records necessary to insure compliance with the terms of a franchise agreement; the City the right to request and review maps; and enforcement by the City if a franchisee does not comply with this section. Revisions were made to the franchise fee section to reflect a 5% franchise fee paid to the City quarterly, 45 days after the close of each calendar quarter. Revisions were also made to reflect the City’s right to inspect the franchisee’s records and to audit any amounts due under the franchise, the ordinance and applicable law as well as language regarding resolution of any disputes regarding audit results. The emergency alert section has been revised to comply with changes in technology and applicable law, including federal regulations and any Kentucky Emergency Management requirements. The section related to the Paducah Cable Communications Authority has been deleted in its entirety as this entity no longer meets.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).
(ORD #2020-01-8611, BK 36)

January 14, 2020

ORDINANCE(S) – INTRODUCTION

AMEND CHAPTER 98, ARTICLES VI AND VII OF THE CODE OF ORDINANCES PARADES AND GENERAL ASSEMBLIES COST RECOVERY PROGRAM

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 98, ARTICLES VI AND VII OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.” This ordinance is summarized as follows: This ordinance amends Chapter 98, Articles VI and VII of the Code of Ordinances of the City of Paducah related to Parades and General Assemblies to enact a permit fee of \$100 for parade and general assembly applications. This ordinance requires parade and general assembly permittees to obtain all setup, operation, and breakdown materials and services from private businesses unless evidence is shown that applicable materials and services cannot be acquired from local businesses. If sufficient documentation is provided, the City may offer to provide materials at its disposal at a rate of 125% of the average local business pricing. However, if no business in the City of Paducah offers services and/or materials required for all setup, operation, and breakdown of the event, the City may provide materials at its disposal, as well as services offered by the City in the normal course of business, at a rate of 15% of cost to the City for said services and materials. Police off duty overtime security detail, city single-source services, utility fees and facility rentals shall be provided at a set fee. This ordinance is not applicable to City-sponsored or Co-sponsored events or events and activities conducted at Paducah’s Civic Center and at reserved buildings and shelters located on City-owned public parks. The full text of each section that imposes fees shall be published in accordance with KRS 83A.060.

CLOSURE OF A PORTION OF COLONIAL COURT BETWEEN 100, 104, 106 AND 107 COLONIAL COURT

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE PROVIDING FOR THE CLOSING OF A PORTION OF COLONIAL COURT BETWEEN 100, 104, 106 & 107 COLONIAL COURT 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 closure of a portion of Colonial Court between 100, 104, 106 & 107 Colonial Court and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City to the property owners in or abutting the public ways to be closed.

AGREEMENT WITH PLANTE MORAN NOT TO EXCEED \$90,000 TO PROVIDE TECHNICAL ASSISTANCE WITH ENERGGOV CODES & PERMITTING SOFTWARE IMPLEMENTATION

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PLANTE MORAN NOT TO EXCEED \$90,000 FOR TECHNICAL ASSISTANCE WITH ENERGGOV CODES & PERMITTING SOFTWARE IMPLEMENTATION.” This Ordinance authorizes the Mayor to execute a professional services agreement with Plante Moran in an amount not to exceed \$90,000, for technical assistance with the implementation of the Energgo software.

January 14, 2020

AMEND CODE OF ORDINANCE SECTION 70-52 – ADD MEMBER BROOKS STADIUM COMMISSION

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce and Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 70, ARTICLE III “BROOKS STADIUM COMMISSION” OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This ordinance is summarized as follows: This ordinance amends the Code of Ordinances of the City of Paducah, Kentucky to increase the total number of Brooks Stadium Commission members from nine (9) to ten (10) and to remove the voting rights of the Brooks Stadium Commission President except to cast the deciding vote in the case of a tie.

CITY MANAGER COMMENTS

- The City Manager reminded everyone about the Commission retreat on January 25, 2020. Information will be going out soon.

COMMISSION COMMENTS

- Commissioner Abraham commented on recent flooding, stormwater, flood mitigation and funding for aquatics center.

PUBLIC COMMENTS

- Ron Ward commented on “park fees” and food trucks

ADJOURN

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

Meeting ended at approximately 6:13 p.m.

ADOPTED: January 28, 2020

Brandi Harless, Mayor

ATTEST:

Claudia S. Meeks, Assistant City Clerk

Lindsay Parish, City Clerk

January 28, 2020

Minute File:

1. Certificate of Liability Insurance – Coast to Coast Signs LLC

Contract File:

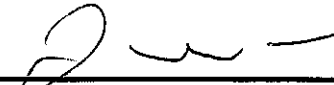
1. Agreement with Linwood Motors to purchase one ½-ton pickup 4x4 SSV in the amount of \$34,677.96

Bids

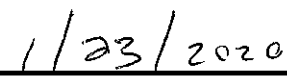
1. Linwood Motors – one ½-ton pickup 4x4 SSV

CITY OF PADUCAH
January 28, 2020

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



City Manager's Signature



Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
January 28, 2020**

NEW HIRE - FULL-TIME (F/T)

<u>EPW-ADMINISTRATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Pryor, Latrisha A.	Administrative Assistant III	\$17.25/hr	NCS	Non-Ex	January 30, 2020
Orr, Sabrina	Administrative Assistant III	\$17.25/hr	NCS	Non-Ex	February 10, 2020

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

<u>EPW-FLOODWALL</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Inman, Bobbie J.	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	January 13, 2020
Ford Presley D.	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	January 15, 2020
Joiner, Cameron H.	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	January 15, 2020
Cunningham, Gary E.	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	January 15, 2020
Suitor, Robert W.	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	January 22, 2020
Green, Randall K.	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	January 21, 2020

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Murphy, Richard	City Engineer & Pubic Works Director \$62.65/hr	City Engineer \$62.65/hr	NCS	Ex	January 30, 2020
Yarber, Christopher	Assistant Director of Public Works \$40.05/hr	Director of Public Works \$46.35/hr	NCS	Ex	January 30, 2020
Ferrell, Christopher L.	EPW Maintenance Supervisor \$24.42/hr	EPW Maintenance Supervisor \$24.91/hr	NCS	Ex	January 30, 2020
Scutt, James R.	EPW Fleet Supervisor \$23.99/hr	EPW Fleet Supervisor \$24.47/hr	NCS	Ex	January 30, 2020

TERMINATIONS - FULL-TIME (F/T)

<u>FIRE SUPPRESSION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Brian, Scott	Fire Captain	Retirement	January 15, 2020

Agenda Action Form

Paducah City Commission

Meeting Date: January 28, 2020

Short Title: Acceptance of the Kentucky Arts Council Partnership Grant in the amount of \$5000 for the implementation for projects developed during the City of Paducah's AIR Institute Shift Workshop - **L PARISH**

Category: Municipal Order

Staff Work By: Lindsay Parish, Ty Wilson

Presentation By: Lindsay Parish

Background Information: The KY Arts Council will provide a Partnership Grant in the amount of \$5,000 for the implementation, in part or whole, for projects developed during the City of Paducah's AIR Institute Shift Workshop held Nov. 7-9, 2019. Per the decision of the workshop panel, \$800 is designated for the pocket park project team, \$400 of which is designated for a Kentucky Peer Advisory Network consultancy that should be set up through the Kentucky Arts Council. The remaining funds of \$4,200 are designated for the implementation of the Arts in the Park project. All Kentucky Arts Council grants are contingent upon budgetary action by the Kentucky General Assembly and upon annual receipt of funds from the National Endowment for the Arts (NEA). No local match is required.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the mayor to execute all required grant award documents.

Attachments:

1. Municipal Order
2. Grant Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A FY2020 PARTNERSHIP GRANT THROUGH THE KENTUCKY ARTS COUNCIL IN THE AMOUNT OF \$5,000 FOR IMPLEMENTATION FUNDING FOR THE PROJECTS DEVELOPED IN THE 2019 SHIFT WORKSHOP, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the submission of an application and accepts the awarded funding in the amount of \$5,000 for a FY2020 Partnership Grant Through the Kentucky Arts Council for implementation funding for the projects developed in the 2019 Shift Workshop held November 7-9, 2019. This money will be used as funding sources for the proposed projects including \$4,200 for the Arts in the Park project and \$800 for consultation support for the Pockets in Paducah project. No local match is required.

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

BRANDI HARLESS, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, January 28, 2020
Recorded by Lindsay Parish, City Clerk, January 28, 2020
mo\grants\app & award – Shift Workshop Kentucky Arts Council Funding



RECEIVED
JAN 13 2020
CITY CLERK

TOURISM, ARTS AND HERITAGE CABINET
KENTUCKY ARTS COUNCIL

Andy Beshear
Governor

Chris Cathers
Executive Director

500 Mero Street
Fifth Floor
Frankfort, KY 40601
1-888-833-2787
502-564-3757
FAX 502-564-2839
www.artsCouncil.ky.gov

Mike Berry
Secretary

January 8, 2020

City of Paducah
P.O. Box 2267
Paducah, KY 42002-2267
Attn: Mayor Brandi Harless
C/O: Lindsay Parish

Re: FY2020 Partnership Grant - Application #9901

Dear Mayor Harless:

The Kentucky Arts Council will provide a Partnership grant in the amount of \$5,000 for the implementation, in part or whole, for projects developed during the City of Paducah's AIR Institute Shift Workshop held Nov. 7-9, 2019. Per the decision of the workshop panel, \$800 is designated for the pocket park project team, \$400 of which is designated for a Kentucky Peer Advisory Network consultancy that should be set up through the Kentucky Arts Council. The remaining funds of \$4,200 are designated for the implementation of the art in the parks project. All Kentucky Arts Council grants are contingent upon budgetary action by the Kentucky General Assembly and upon annual receipt of funds from the National Endowment for the Arts (NEA).

Please note the following:

- **Grant Agreement Form (GAF).** Please sign the enclosed GAF to accept your Partnership funding. Make a copy for your records and return the orange copy to this office to initiate payment. It is important that you review the GAF for accuracy and completion (e.g., FEIN number, address, telephone number, etc.). If the GAF information is incorrect or changes occur during the grant period, please immediately notify Emily Moses, executive staff advisor, at 888-833-2787 or emilyb.moses@ky.gov.
- **Data Universal Numbering System (DUNS) Number.** All grantees are required to have a DUNS number. Dun & Bradstreet keeps track of more than 70 million businesses worldwide through its Data Universal Numbering System. In recent years, the DUNS number has become increasingly important as an arts advocacy tool for both federal and local governments (e.g., the National Endowment for the Arts and the Kentucky Arts Council) and national arts organizations (e.g., Americans for the Arts). To apply for your free DUNS number, visit the Dun &



Bradstreet website: <http://www.dnb.com>. PLEASE NOTE: The DUNS number will be required on the Final Descriptive Report.

Sample Letter for Legislators. We need your help in keeping members of the General Assembly informed of arts funding for their districts so state funding for the arts council will continue, and hopefully grow, in the future. Please write to your state senator and representative as soon as possible; a sample letter can be found on our website at <http://artscouncil.ky.gov/KAC/Applications/sampleLegislatorLetters.htm>. Please mail a copy of each letter to the arts council.

Credit and Logos. It is important that the public be made aware of the use of tax dollars for arts programming. You are required to acknowledge the arts council by including our logo and appropriate acknowledgment in all published materials and announcements (print and electronic), including Web and social networking sites, advertising, promotions, news releases, printed programs, catalogues, flyers, posters, literature and film/video credits. The appropriate acknowledgment should also be included in all audio broadcasts and curtain speeches. For detailed information visit "Credit and Logos" on our website at <http://artscouncil.ky.gov/KAC/Applications/CreditLogos.htm>.

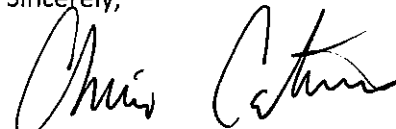
Final Descriptive Report. You must submit a final report form and accompanying narrative detailing the use of these grant funds within 30 days after the completion of the grant period. Access of this form is available on our website at: http://artscouncil.ky.gov/KAC/Applications/Interim/INT_20_FinalReport.pdf. PLEASE NOTE: The arts council will not release funds for this grant if you have any outstanding final reports for previous awards.

Per recently revised federal reporting regulations, the arts council is obliged to provide you with the following information regarding National Endowment for the Arts funds that may be included with your FY2020 PAR grant:

- NEA grant # - 1855981-61-19
- Catalog of Federal Domestic Assistance (CFDA) # - 45.025
- CFDA title – Promotion of the Arts Partnership Agreements

To expedite the arts council's response to your inquiries, always refer to the application number when contacting staff concerning your application. Your application number is listed on the enclosed GAF and at the top of this correspondence. If you have any questions regarding the grant award, please contact Emily Moses, executive staff advisor, at 888-833-2787 or emilyb.moses@ky.gov.

Sincerely,



Chris Cathers
Executive Director

Enclosures: Grant Agreement Form
Assurance of Compliance

Assurance of Compliance

By signing the Grant Agreement Form (GAF), the Grantee certifies that it is in compliance with the statutes outlined below and all related National Endowment for the Arts regulations and will maintain records and submit the reports that are necessary to determine compliance.

1. Nondiscrimination Statutes

The Grantee certifies that it does not discriminate:

- On the grounds of race, color, or national origin (including limited English proficiency), in accordance with **Title VI of the Civil Rights Act of 1964**, as amended (42 U.S.C. 2000d et seq.).
- On the grounds of disability, in accordance with **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794) and the **Americans with Disabilities Act of 1990** ("ADA") (42 U.S.C. 12101-12213). The ADA's requirements apply regardless of whether you receive federal funds.
- On the basis of age, in accordance with the **Age Discrimination Act of 1975** (42 U.S.C. 6101 et seq.).
- On the basis of sex, in any education program or activity, in accordance with **Title IX of the Education Amendments of 1972** (20 U.S.C. 1681 et seq.).

2. Regulations relating to Debarment and Suspension (2 C.F.R. pt. 3254) in which the Grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency, nor has, within the three years preceding the submission of this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with a public (federal, state, or local) transaction or a contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; had any public transactions terminated for cause or default; or is presently indicted for or otherwise criminally or civilly charged by a governmental entity with any of the preceding offenses.

3. Federal Debt Status (OMB Circular A-129). The grantee certifies that it is not delinquent in the repayment of any federal debt. Examples of relevant debt include delinquent payroll or other taxes, audit disallowances, and benefit overpayments.

4. Labor Standards (29 C.F.R. pt. 505). The grantee certifies that it will comply with the labor standards set out in *Labor Standards on Projects or Productions Assisted by Grants from the National Endowments for the Arts and Humanities*. Namely:

- Assure that all professional performers and related or supporting professional personnel on Arts Endowment-supported projects are compensated at no less than the prevailing minimum wage.
- Assure that no part of any Art Endowment-support project will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employees involved.

5. The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq. and 45 C.F.R. pt. 1154) requires that grantee organizations, within 30 days of receiving a grant, make a continuing, good faith effort to maintain a drug-free workplace through implementation of the following:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of the prohibition. (For the purposes of this Act, alcohol is not considered a controlled substance.) The grantee shall give a copy of the statement to each employee who will be involved in grant-supported activities and notify such employees that they are expected to abide by the terms of the statement. For the purposes of this law, "employees" include consultants and temporary personnel (but not volunteers), who are directly engaged in

work under the grant and who are on the grantee's payroll. The grantee should maintain on file the address of each site where work is performed under the grant.

- Establish a drug-free awareness program that will inform employees about the dangers of drug abuse in the workplace, the grantee's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that might be imposed for workplace drug abuse violations. Employees should be informed that any conviction for a violation of a criminal drug statute that occurs in the workplace must be reported to the employer, in writing, no later than five calendar days after such a conviction. The grantee, in turn, must notify the Arts Endowment's Grants & Contracts Officer, in writing, within ten calendar days of receiving such notice from its employee. The grantee's notice to the Arts Endowment must include the convicted individual's position title and the number(s) of each affected grant.
 - Within 30 calendar days of receiving notice of an employee's criminal drug conviction, a grantee should take appropriate personnel action against the convicted employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program that has been approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
6. **The Native American Graves Protection and Repatriation Act of 1990** (25 U.S.C. 3001 et seq.) which applies to any organization which controls or possesses Native American human remains and associated funerary objects, and which receives federal funding, even for a purpose unrelated to the Act.
7. **The Indian Arts and Crafts Act of 1990** (P.L. 101-644) a truth-in-advertising law that prohibits misrepresentation in marketing of Indian arts and crafts products within the United States. It is illegal to offer or display for sale, or sell any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian or Indian Tribe or Indian arts and crafts organization, resident within the United States.
8. If your project, including the planning stage, has environmental implications (e.g., an arts festival in a park or the commissioning and installation of an outdoor sculpture), you may be requested to provide information to the Arts Endowment in response to specific questions in accordance with the **National Environmental Policy Act**.
9. If your project includes the planning for major renovation of any structure that is eligible for or on the National Register of Historic Places you may be requested to provide additional information on your project to ensure compliance with the **National Historic Preservation Act**. This law also applies to planning for new construction that would affect historic properties. If a structure for your proposed project is more than fifty years old, contact your state historic preservation office for more information.
10. **Regulations Relating to Lobbying** for organizations receiving more than \$100,000 (**31 U.S.C. 1352**)
- The Grantee certifies that:
- It has not and will not use federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of an Arts Endowment advisory panel or the National Council on the Arts, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of or modification to any federal grant or contract.
 - If it has used or will use any funds other than federal appropriated funds to pay any person for influencing or attempting to influence any of the individuals specified above, the Grantee:
 - Is not required to disclose that activity if that person is regularly employed by the Grantee. (Regularly employed means working for at least 130 days within the year immediately preceding the submission of this application.)
 - Will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," if that person is not regularly employed by the Grantee.

GRANT AGREEMENT FORM (GAF)

This form must be signed by a Principal Officer with *legal* authority to obligate the grant recipient. **Make a copy for your records. Return this ORANGE copy to the Kentucky Arts Council (KAC) office **within 30 days** to initiate payment.**

Legal/Incorporation Name: City of Paducah

D.B.A.:

Federal ID #: 61-6001891

DUNS #:

Mailing Address: P.O. Box 2267

County: McCracken

City: Paducah

State:

KY

Zip: 42002-2267

Contact Person/Phone: Mayor Brandi Harless

270-444-8506

Contact Person Email: Lindsay Parish – lparrish@paducahky.gov

FY: 2020 **APP#:** 9901 **Program:** PAR **Grant period:** 07/01/2019 - 09/01/2020

Program/Project Description: City of Paducah AIR Training Implementation Grant

KAC Grant Amount: \$ 5,000

Kentucky Arts Council



Chris Cathers, Executive Director

Date 1/8/2020

Schedule for Payment: PLEASE NOTE: You will receive payment within 30 working days of the dates listed below if your signed GAF has been received by KAC.

Date 1/8/2020

Amount \$ 5,000.00

Date

Amount

\$

IN ACCEPTING THE GRANT, THE GRANTEE AGREES TO THE FOLLOWING CONDITIONS:

1. Return this GAF, with authorized signature, within 30 days of KAC issuance or risk reallocation of your funding. PLEASE NOTE: KAC will not release funds for this grant if you have any outstanding Final Reports on previous awards or grants.
2. Comply with all state and federal requirements, including:
 - Civil Rights Act of 1964
 - Americans with Disabilities Act
 - Other federal and state compliance regulationsFor more complete information regarding your responsibilities and obligations, refer to the enclosed *Assurance of Compliance* document.
3. Acknowledge KAC in all published materials and announcements (print and electronic) per instructions in the enclosed award letter.
4. Return a final value report to KAC within 30 days of the conclusion of the grant period.
5. KAC may terminate this contract if funds are not available without incurring any obligation for payment.

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

Agenda Action Form

Paducah City Commission

Meeting Date: January 28, 2020

Short Title: FY 2021 Highway Safety Grant application and acceptance - **B LAIRD**

Category: Municipal Order

Staff Work By: Ty Wilson

Presentation By: Brian Laird

Background Information: The Kentucky Transportation cabinet's Highway safety has a competitive, discretionary grant program for reimbursement of overtime work involved with traffic safety and for equipment for officers. The program covers several categories of overtime projects (impaired driving, occupant protection, police traffic services, and other traffic safety problems areas) that include DUI arrests, speeding citations, seat belt citations, and child restraint citations. Also, due to the number of fatal crashes occurring during during nighttime hours across the Commonwealth, and specifically lower nighttime seat belt usage throughout the state, successful applicants will dedicate a minimum of 50% of overtime work to nighttime enforcement.

The PPD has been a successful applicant to this program for several years and is currently implementing this program from the most recent funding cycle. No match is required.

PPD is requesting approval to apply for \$30,888 in grant funds for overtime pay for officers and associated fuel costs. Upon successful award, PPD will be reimbursed for overtime hours associated with saturation patrols, including fuel costs.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the Mayor to execute all required grant application documents and, upon successful award, authorize and direct the Mayor to execute all required grant acceptance documents.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A FY2021 HIGHWAY SAFETY GRANT THROUGH THE KENTUCKY TRANSPORTATION CABINET FOR OVERTIME PAY FOR OFFICERS AND ASSOCIATED FUEL COSTS FOR THE POLICE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the submission of an application in the amount of \$30,888 for a FY2021 Highway Safety Grant through the Kentucky Transportation Cabinet for overtime pay for officers and associated fuel costs and authorizes the Mayor to execute all documents related to same. This money will be used to pay overtime for nighttime enforcement as well as enforcement of other traffic-related items including DUI, speeding, seat belt violations and child restraint violations. No local match is required.

SECTION 2. That the City of Paducah hereby accepts the FY2021 Highway Safety Grant in the sum awarded through the Kentucky Transportation Cabinet for payment of overtime pay for officers and associated fuel costs, and authorizes the Mayor to execute all documents related to same.

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

BRANDI HARLESS, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, January 28, 2020
Recorded by Lindsay Parish, City Clerk, January 28, 2020
mo\grants\app & award – FY2021 Highway Safety Grant – overtime and fuel charges

Agenda Action Form

Paducah City Commission

Meeting Date: January 28, 2020

Short Title: Accept Donation of Property Located at 1314 Oscar Cross Avenue - **G CHERRY**

Category: Municipal Order

Staff Work By: Greg Cherry

Presentation By: Greg Cherry

Background Information: Michael Tolbert and Tina Wesson-Tolbert would like to donate 1314 Oscar Cross Avenue to the City of Paducah. This will benefit the City to receive this property versus foreclosure expenses. This property will be turned over to the Planning Department for future re-development.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize Mayor Brandi Harless to sign the deed transferring 1314 Oscar Cross Avenue to the City of Paducah.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 1314 OSCAR CROSS AVENUE FROM MICHAEL TOLBERT AND TINA WESSON-TOLBERT TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners hereby approves and consents to the donation of the Property located at 1314 Oscar Cross Avenue from Michael Tolbert and Tina Wesson-Tolbert.

SECTION 2. The Mayor is hereby authorized to execute the Consideration Certificate in the Deed of Conveyance to accept the donation of property as approved in Section 1 above. It is determined that it is necessary and desirable and in the best interest of the City to accept this donation and execute the Consideration Certificate contained in said Deed of Conveyance, which deed of conveyance and consideration certificate are hereby authorized and approved.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, January 28, 2020
Recorded by Lindsay Parish, City Clerk, January 28, 2020
\mo\prop donated –1314 Oscar Cross Avenue

Agenda Action Form

Paducah City Commission

Meeting Date: January 28, 2020

Short Title: Approve Agreement to Employ Chris Yarber as Director of Public Works - **J ARNDT**

Category: Municipal Order

Staff Work By:

Presentation By:

Background Information: The City Manager is recommending Christopher Yarber be promoted from the Assistant Director of Public Works to the Director of Public Works. The recommendation is based on performance, and the ability to perform in his role. Per the employment agreement, Chris will be the Director on January 30, 2020. There will be a transition period as staff works through the separation of engineering, public works and parks responsibilities during the FY21 budget process.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to sign and execute the employment agreement for the Director of Public Works

Attachments:

1. Municipal Order
2. Yarber PW Contract 2020

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PADUCAH AND CHRIS YARBER FOR EMPLOYMENT AS
DIRECTOR OF PUBLIC WORKS, AND AUTHORIZING THE MAYOR TO EXECUTE
SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Authorization. The Board of Commissioners of the City of
Paducah hereby approves and the Mayor of the City of Paducah, Kentucky, is hereby authorized
to execute an Employment Agreement with Chris Yarber to be employed in the position of
Director of Public Works.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, January 28, 2020
Recorded by Lindsay Parish, City Clerk, January 28, 2020
\\mo\agree-employment – Chris Yarber – Director of Public Works

**AGREEMENT TO EMPLOY CHRISTOPHER YARBER
AS DIRECTOR OF PUBLIC WORKS**

This Agreement made and entered into this 28th day of January 2020, by and between the **CITY OF PADUCAH, KENTUCKY**, a Municipal Corporation, hereinafter called "City", and Christopher Yarber, hereinafter called "Director of Public Works", both of whom understand as follow:

WITNESSETH:

WHEREAS, the Board of Commissioners of the City of Paducah desires to employ Christopher Yarber as Director of Public Works; and

WHEREAS, the Board of Commissioners desires to (1) secure and retain the services of Christopher Yarber as Director of Public Works and to provide inducement for him to remain in such employment, (2) to make possible full work productivity and independence by assuring his morale and peace of mind with respect to future security, and (3) to provide a just means for terminating his service at such time that the Board of Commissioners may desire to no longer employ him as Director of Public Works; and

WHEREAS, Christopher Yarber desires to accept employment as Director of Public Works of the City of Paducah;

NOW THEREFORE, the parties agree as follows:

1. APPOINTMENT

The Board of Commissioners appointed Christopher Yarber as Director of Public Works of the City of Paducah on January 28, 2020.

2. DUTIES

Director of Public Works shall serve under the direction of the City Manager. He will perform the duties of Director of Public Works as prescribed by the laws of the Commonwealth of Kentucky, the Charter and Ordinances of the City of Paducah, and will perform additional tasks and functions as directed by the City Manager.

3. TERM

Director of Public Works serves at the pleasure of the Board of Commissioners. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Commissioners to terminate the services of the Director of Public Works at any time, subject only to State Law and the "Termination of Appointment" section of this Agreement.

4. BEGINNING DATE

Director of Public Works will begin his duties on January 30, 2020. The beginning date of the effect of this contract will be January 28, 2020.

5. PUBLIC WORKS DIRECTOR COMMITMENTS

While serving as Director of Public Works, Christopher Yarber agrees to remain in the exclusive employ of the City, except that he may engage in occasional teaching, writing or speaking on his own time.

Christopher Yarber recognizes that it is important for City Department Directors to be actively involved in the community and encourages residence in the City to help demonstrate a commitment to the community.

6. INDEMNIFICATION

Whenever the Director of Public Works shall be sued for damages arising out of the performance of his duties, the City shall provide defense counsel for the Director of Public Works in such suit and indemnify him from any judgment rendered against him, provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as Director of Public Works, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

7. HOURS OF WORK

The minimum workweek for the Director of Public Works shall be 40 hours plus any additional time reasonably required to discharge the responsibilities of the office. Since the Director of Public Works must devote a great deal of time outside of normal office hours to City business, he is allowed to take compensatory time off during normal office hours.

8. SALARY

City agrees to pay Director of Public Works an annual base salary of \$96,408.

9. COMPENSATION ADJUSTMENT

The City Manager will review the Director of Public Works compensation beginning first on July 1, 2020, and then review annually thereafter. In considering compensation increases the City Manager will weigh the Director of Public Works performance, the compensation of Director of Public Works serving comparable jurisdictions in Kentucky and neighboring states, increases granted to other employees, and the resources of the City.

10. VEHICLE ALLOWANCE

The Director of Public Works will be paid a vehicle allowance of \$500/month.

11. RETIREMENT

The Director of Public Works will participate in Kentucky's defined benefit retirement program as provided by the City for the benefit of its employees.

12. LEAVE

The Director of Public Works shall accrue leave at the same rate as other general employees. The leave accrual limits that apply to other administrative employees will apply to the Director of Public Works.

13. PROFESSIONAL DEVELOPMENT

The City will pay the Director of Public Works professional association subscriptions; memberships and participation costs, including attendance at an annual professional association conference; and within budgetary limits will support his continued professional development.

14. INSURANCE AND OTHER BENEFITS

The Director of Public Works will participate in the City's health insurance and other benefits on the same terms as provided for other administrative employees.

15. TERMINATION OF APPOINTMENT

Non-voluntary termination of the Director of Public Works must be conducted in accord with KRS 95.450 or similar legislation in effect at the time of termination.

If the Board of Commissioners decides to terminate the Director of Public Works or requests his resignation the Board of Commissioners will pay the Director of Public Works a severance payment. Such severance payment shall be a lump sum cash payment equal to three months of salary as defined in Paragraph 8 above.

If the Director of Public Works elects to accept the aforesaid severance payment, he will sign a severance agreement, which generally releases the City of any and all claims that the Director of Public Works may have as a result of his employment and/or termination.

If the Director of Public Works is terminated by the Board of Commissioners, health insurance benefits shall continue in full force and coverage, at City expense, for a period of three months or until similar coverage is provided to the Director of Public Works by a subsequent employer and is in full force and effect, whichever comes first. Such continuation of

group health insurance coverage shall be in addition to any protection afforded the Director of Public Works by the Consolidated Omnibus Budget Reconciliation Act of 1988 (COBRA). Coverage under COBRA shall begin on the date all coverage extended under these severance provisions expires.

In the event the Director of Public Works is terminated for "just cause", then the City's only obligation to the Director of Public Works is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just cause" is defined as: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) dishonesty; (4) recurrent insobriety; (5) violation of duties to the City by any other act(s) of a similar nature which bring discredit to the City.

Should the Director of Public Works be permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, the Board of Commissioners shall have the right to terminate this Agreement subject to the severance provisions of this section.

16. GENERAL PROVISIONS

The text herein shall constitute the entire Agreement between the parties.

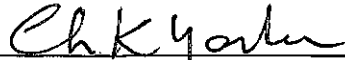
This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Director of Public Works.

This Agreement shall become effective upon adoption and approval of the Board of Commissioners of the City of Paducah.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Commissioners of the City of Paducah has caused this Agreement to be executed on its behalf by the City's Mayor, and Christopher Yarber executed this Agreement as Director of Public Works this _____ day of January, 2020.

Brandi Harless, Mayor
City of Paducah, Kentucky



Christopher Yarber

ATTEST:

Lindsay Parish, City Clerk

Agenda Action Form

Paducah City Commission

Meeting Date: January 28, 2020

Short Title: Authorize the City Manager to make a Monetary Contribution in the Amount of \$140,996.50 to be used as Local Matching Funds for Barkley Regional Airport for Terminal Engineering and Architectural Design - **J ARNDT**

Category: Municipal Order

Staff Work By: James Arndt

Presentation By: James Arndt

Background Information: The Barkley Regional Airport has received FAA Grant funds for the engineering and Architectural design for a new airport terminal. The total need for matching funds for the grant is \$281,993.03. This action would allow the City Manager to make a contribution to Barkley Regional Airport in the amount of \$140,996.50 to act as a portion of the local matching funds needed for the project. These funds will be provided through the Administrative Contingency Account.

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

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

Funds Available: Account Name: Administrative Contingency

Account Number: 10000106 524500

Staff Recommendation: Approve a Municipal Order Authorizing the City Manager to make a contribution to Barkley Regional Airport to act as matching funds for the Airport's FAA Grant.

Attachments:

1. Municipal Order

MUNICIPAL ORDER _____

A MUNICIPAL ORDER AUTHORIZING THE CITY MANAGER TO MAKE A MONETARY CONTRIBUTION FOR ECONOMIC DEVELOPMENT TO BARKLEY REGIONAL AIRPORT, IN THE AMOUNT OF \$140,996.50, TO BE USED AS LOCAL MATCHING FUNDS FOR THE FEDERAL AVIATION ADMINISTRATION GRANT FUNDING FOR THE ENGINEERING AND ARCHITECTURAL DESIGN FOR A NEW AIRPORT TERMINAL

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City Manager is hereby authorized to make a cash contribution to Barkley Regional Airport to be solely applied as a qualified local match for the Federal Aviation Administration Grant in the amount of \$140,996.50 payable in one lump sum installment, upon receipt of documented evidence that the Federal Aviation Administration Grant was successfully issued to Barkley Regional Airport for the airport terminal civil engineering and architectural design.

SECTION 2. This expenditure shall be charged to the Administrative Contingency Account No. 10000106 524500.

SECTION 3. This Municipal Order shall be effective from and after the date of its adoption.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, January 28, 2020

Recorded by Lindsay Parish, City Clerk, January 28, 2020

\\mo\\Matching Funds for Barkley Regional Airport Terminal 2020

Agenda Action Form

Paducah City Commission

Meeting Date: January 28, 2020

Short Title: City of Paducah Special Event Cost Recovery Program - **M THOMPSON**

Category: Municipal Order

Staff Work By: Mark Thompson

Presentation By: Mark Thompson

Background Information:

Over the years the City of Paducah has encouraged and supported all special events, runs, parades, street closures, and other events that fall under the General Assemblies and Parade permit process in the Code of Ordinances (Section 98 Article VI & VII). As budgets grow tighter, material and staffing resources are at very tight margins. Beginning in the summer of 2018, City staff took on the challenge to find solutions, forming subcommittees working as a part of the extended budget process. The goal of these subcommittees: 1) Find opportunities for cost savings; 2) Better utilize resources in providing the best services within our budget; 3) Create a sustainable framework for supporting community events in the future. With this in mind the Cost Recovery Program developed.

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

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

Funds Available: Account Name: General Fund

Account Number: Revenue Reimbursement

Staff Recommendation: Approval

Attachments:

1. Ordinance
2. Cost recovery recc final 12102019

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING CHAPTER 98, ARTICLES VI AND VII OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH

WHEREAS, the City of Paducah has historically supported special events, general assemblies and parades in the form of free and/or reduced cost for materials and services;

WHEREAS, in an effort to address rising costs in relation to those services, the City finds it necessary to charge a permit fee for parades and general assemblies as a means to recover staffing costs in relation to the application process;

WHEREAS, in an effort to encourage use of local businesses, recover costs in relation to services and materials provided by the City, and reduce duplication of services that can be provided by local businesses and/or duplication of materials that can be purchased from local businesses, the City finds it necessary to charge a fee for services and materials at 125% of the average of local business pricing for same;

WHEREAS, in an effort to recover costs related to those materials and services which are not offered by local businesses, the City finds it necessary to charge for services performed and materials provided at a set percentage of the total cost to the City for said services and materials;

WHEREAS, it is necessary to amend Chapter 98 of the Paducah Code of Ordinances to reflect these changes.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky, hereby amends Chapter 98, Article VI of the Paducah Code of Ordinances as follows:

Sec. 98-141. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

City Manager means the City Manager or his/her designee.

Parade means any march or procession in ordered and close file wherein a collective body of persons are proceeding on foot or by conveyance of any form whatsoever in or upon and along any street, thoroughfare, or sidewalk in the City.

[...]

Sec. 98-152. – Application.

- (a) A person seeking issuance of a parade permit shall file an application with the City Manager on forms provided by the City Manager, along with a permit fee of \$100 to recover the City's staffing costs associated with the application process. An application for a parade permit shall be filed with the City Manager not less

than fourteen (14) days before the date on which it is proposed to conduct the parade.

[...]

SECTION 2. A New Division and Section. A new division and section shall be created in Chapter 98, Article VI, of the Paducah Code of Ordinances as follows:

DIVISION 3. – COSTS RECOVERED.

Sec. 98-161. – Cost of Services and Materials.

- (a) **Services and Materials Available from Businesses.** Parade permittees are required to obtain all setup, operation, and breakdown materials and services from private businesses unless the parade permittee submits written statement(s) from all available local business(es) located in the City of Paducah which provide the applicable materials and services stating that the local business(es) cannot meet the demand. If sufficient documentation is provided, the City may offer to provide materials at its disposal and services offered by the City in the normal course of business, both at a rate of 125% of the average local business pricing.
- (b) **Services and Materials Not Available from Businesses.** In the event that no business in the City of Paducah offers services and/or materials required for all setup, operation, and breakdown of the event, the City may provide materials at its disposal, as well as services offered by the City in the normal course of business, at a rate of 15% of cost to the City for said services and materials.
- (c) **Exceptions.** The following services and/or materials shall be provided at a set fee:
 - a. Police off duty overtime security detail;
 - b. City single-source services such as trash pickup and restroom units;
 - c. Utility fees; and
 - d. Facility rentals.

SECTION 3. A New Division and Section. A new division and section shall be created in Chapter 98, Article VI, of the Paducah Code of Ordinances as follows:

DIVISION 4. – INAPPLICABILITY.

Sec. 98-162. – Inapplicability to City-Sponsored and Co-Sponsored Events.

Nothing contained in this Article shall be construed to be applicable to City-sponsored and/or City co-sponsored events.

SECTION 4. That the City of Paducah, Kentucky, hereby amends Chapter 98, Article VII of the Paducah Code of Ordinances as follows:

Sec. 98-181. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City Manager means the City Manager or his/her designee.

General assembly means any meeting, demonstration, picket line, rally, or gathering of more than twenty-five (25) persons for a common purpose as a result of prior planning that interferes with or has a tendency to interfere with the normal flow or regulation of pedestrian or vehicular traffic or occupies any public area in the place open to the general public to the hindrance of others. The term “general assembly” shall include, but not be limited to, festivals, organized celebrations, and other events.

Sec. 98-182. – Applicability.

This article shall not apply to:

- (1) City-sponsored or Co-sponsored events; Private or personal events such as family reunions and church activities and other gatherings not typically open to the public which occur in public parks; and
- (2) Events and activities conducted at Paducah’s Civic Center or Convention Center gatherings at reserved buildings and shelters located on City-owned public parks.

[...]

Sec. 98-186. – Application for permit.

A person seeking a general assembly permit shall file an application with the City Manager, along with a permit fee of \$100 to recover the City’s staffing costs associated with the application process, at least thirty (30) days prior to the date of such an event. The application for the general assembly permit shall set forth the following information:

- (1) The name, address and telephone number of the person seeking permission to conduct a general assembly.
- (2) If the general assembly is proposed to be conducted for, on behalf of or by an organization, the name, address and telephone number of the headquarters of the organization and of the organization's authorized representatives and responsible heads of such organizations.
- (3) The name, address and telephone number of the person who will be the event coordinator who will be responsible for its management.
- (4) The date when the general assembly is to take place.
- (5) The area where the general assembly is to take place.
- (6) The hours when the general assembly will start and terminate.
- (7) Whether the applicant or sponsoring organization of the proposed general assembly proposes to select and authorize participants as provided in division 3 of this article.
- (8) Such other information as may be required by the City Manager.

[...]

DIVISION 4. – COSTS RECOVERED.

Sec. 98-199. – Cost of Services and Materials.

- (a) **Services and Materials Available from Businesses.** General assembly permittees are required to obtain all setup, operation, and breakdown materials and services from private businesses unless the general assembly permittee submits written statement(s) from all available local business(es) located in the City of Paducah which provide the applicable materials and services stating that the local business(es) cannot meet the demand. If sufficient documentation is provided, the City may offer to provide materials at its disposal and services offered by the City in the normal course of business, both at a rate of 125% of the average local business pricing.
- (b) **Services and Materials Not Available from Local Businesses.** In the event that no business located in the City of Paducah offers services and/or materials required for all setup, operation, and breakdown of the event, the City may provide materials at its disposal as well as services offered by the City in the normal course of business, at a rate of 15% of cost to the City for said services and materials.
- (c) **Exceptions.** The following services and/or materials shall be provided at a set fee:
 - a. Police off duty overtime security detail;
 - b. City single-source services such as trash pickup and restroom units;
 - c. Utility fees; and
 - d. Facility rentals.

SECTION 5. A New Division and Section. A new division and section shall be created in Chapter 98, Article VII, of the Paducah Code of Ordinances as follows:

DIVISION 5. – PENALTY.

Sec. 98-200. – Violation; misdemeanor.

Whoever violates any provisions of this Article ~~section 98-185~~ shall be guilty of a misdemeanor and shall, upon conviction, be subject to a fine of not more than \$500.00, or imprisonment of not more than thirty (30) days, or both, for each offense.

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

Brandi Harless, Mayor

ATTEST:

City Clerk

Introduced by the Board of Commissioners, _____, 2020

Adopted by the Board of Commissioners, _____, 2020

Recorded by the City Clerk, _____, 2020

Published by *The Paducah Sun*, _____, 2020

Ord\98-Article VI & VII Parades & General Assemblies

Ordinance created by S. Blankenship – KKHB

236273

[Type here]

Over the years the City of Paducah has encouraged and supported all special events, runs, parades, street closures, and other events that fall under the General Assemblies and Parade permit process in the Code of Ordinances (Section 98 Article VI & VII). As budgets grow tighter, material and staffing resources are at very tight margins. Beginning in the summer of 2018, City staff took on the challenge to find solutions, forming subcommittees working as a part of the extended budget process. The goal of these subcommittees: 1) Find opportunities for cost savings; 2) Better utilize resources in providing the best services within our budget; 3) Create a sustainable framework for supporting community events in the future.

The first two goals were considered and accepted in the City of Paducah FY2020 budget with several strategies implemented in each department. This current recommendation addresses the third target: creation of a sustainable framework for supporting future community events.

1. Create a \$100 fee for the General Assemblies permit process for the special event. This action was approved in the City of Paducah FY2020 budget.
2. Reduce the duplication of services provided by both the City and local businesses. If services are provided by a local business, City staff are instructed not to provide materials and services unless it is proven that local businesses cannot meet the demand. City services and material will be charged at 125% of business pricing.
3. Create a cost recovery program for City Services and materials.
 - a. A graduated system of cost recovery will be implemented for services and materials throughout the set-up, operation, and breakdown of an event:
 - i. Beginning January 2020 - 15% of City resources utilized;
 - ii. Beginning January 2021 – 20% of City resources utilized;
 - iii. Beginning January 2022 – 25% of City resources utilized.
 - b. Exceptions to be charged at a set fee:
 - i. Police off duty overtime security;
 - ii. City single source services such as trash pick-up and restroom units;
 - iii. Utility fees;
 - iv. Facility rentals.
 - c. Other exceptions:
 - i. City sponsored or co-sponsored events;
 1. July 4th Celebration
 2. Christmas Parade
 3. Veterans Day sponsored activities
 4. Parks and Recreation Department programming
 5. Main Street programming
 6. Lowertown Arts and Music Festival
 - ii. Other events as authorized by the City Manager.

[Type here]

Agenda Action Form

Paducah City Commission

Meeting Date: January 28, 2020

Short Title: Closure of a Portion of Colonial Court Between 100, 104, 106 & 107 Colonial Court - **R MURPHY**

Category: Ordinance

Staff Work By: Rick Murphy, Josh Sommer, Melanie Townsend

Presentation By: Rick Murphy

Background Information:

The following property owner has submitted an executed application requesting that a portion of Colonial Court between 100, 104, 106 & 107 Colonial Court be closed:

Colgan Properties, LLC

On December 16, 2019, the Planning Commission held a Public Hearing and made a positive recommendation to the City Commission for this closure. All of the utility companies have agreed to this closure with a 20 foot wide public utility easement as shown on the plat be required.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation:

To adopt an ordinance authorizing the closing of a portion of Colonial Court between 100, 104, 106 & 107 Colonial Court and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owner.

Attachments:

1. Ordinance
2. Colonial Court ROW closure_Application signed
3. Colonial Court ROW Closure_PC Resolution
4. Colonial Court ROW closure_Plat

ORDINANCE NO. 2020-_____-_____

AN ORDINANCE PROVIDING FOR THE CLOSING OF A PORTION OF
COLONIAL COURT BETWEEN 100, 104, 106 & 107 COLONIAL COURT AND
AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME
BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of a
portion of Colonial Court between 100, 104, 106 & 107 Colonial Court as follows:

LEGAL DESCRIPTION

Lying at the end of Colonial Court per Final Subdivision Plat of Colgan Properties, LLC recorded in Plat Section "M", page 1302 and being part of the Colgan Properties, LLC property recorded in Deed Book 1365, page 339 and Deed Book 1094, Page 74, McCracken County Court Clerk's office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing 6" diameter concrete monument with cap 3732 in the Northerly right-of-way line of Colonial Court as dedicated per Final Subdivision Plat recorded in Plat Section "M", page 1302, said point having Kentucky State Plane South Zone-1602, Nad 83 coordinates of Northing: 1916321.87 and Easting: 789532.82 and being 216.60 feet as measured Eastwardly along said Northerly right-of-way line from its intersection with the Southeasterly right-of-way line of Pecan Drive; THENCE FROM SAID POINT OF BEGINNING along and with the existing right-of-way line of Colonial Court for the following 8 calls: Northeastwardly with a curve to the left having a radius of 125.00 feet (a chord being N 33°21'36" E 41.81 feet) a distance of 42.01 feet to an existing 6" diameter concrete monument with cap no. 3732 at the end of said curve; N 23°43'57" E and passing an existing ½" rebar with cap no. 3732 at 6.84 feet at the Southwesterly corner of Lot 5 per Plat Section "M", page 1302 for a total distance of 56.77 feet to an existing 6" diameter concrete monument at the beginning of a curve to the left having a radius of 30.00 feet; Northwardly with said curve to the left (a chord being N 0°26'56" E 23.72 feet) a distance of 24.38 feet to an existing 6" diameter concrete monument with cap 3732 at the end of said curve and beginning of a curve to the right having a radius of 50.00 feet; Northeastwardly with said curve to the right (a chord being N 32°56'56" E 82.69 feet) a distance of 97.36 feet to an existing ½" rebar with cap no. 3732 at a lot corner between Lots 5 and 6 per aforesaid Final Subdivision Plat recorded in Plat Section "M", page 1302; Southeastwardly and continuing with said curve to the right having a radius of 50.00 feet (a chord being S 66°16'03" E 42.26 feet) a distance of 43.63 feet to an existing ½" rebar with cap no. 3732 at a corner between Lots 6 and 3 per said Plat Section "M", page 1302; Southwestwardly and continuing with said curve to the right having a radius

of 50 feet (a chord being S 14°30'59" W 82.69 feet) a distance of 97.36 feet to an existing 6" diameter concrete monument with cap no. 3732 at the end of said curve and beginning of a curve to the left having a radius of 30.00 feet; Southwestwardly with said curve to the left (a chord being S 47°00'59" W 23.72 feet) a distance of 24.38 feet to an existing 6" diameter concrete monument with cap no. 3732 at the end of said curve; and S 23°43'57" W 19.39 feet to a 6" diameter concrete monument set in the new right-of-way line of Colonial Court to be created; thence Westwardly with said New right-of-way line of Colonial Drive to be created for the following 2 calls: Westwardly with a curve to the left having a radius of 50 feet (a chord being S 74°46'40" W 50.85 feet to a 6" diameter concrete monument with cap no. 3732 set at the end of said curve; and S 44°14'44" W 49.79 feet to the Point of Beginning and containing 10,294.47 square feet or 0.236 Acres as shown on "Right-of-way Closure Plat for Colgan Properties LLC" prepared by Siteworx Survey and Design LLC.

SECTION 2. In support of its decision to close the aforesaid public way, the Board of Commissioners hereby makes the following findings of fact:

a. Colgan Properties, LLC, owns the properties abutting the public way which the Board of Commissioners has authorized to be closed as is evidenced by the application for street and/or alley closing which is attached hereto and made part hereof (Exhibit A).

b. On the 16th day of December, 2019, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

c. Written notice of the proposed closing was given to all property owners in or abutting the public way or the portion thereof being closed as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof (Exhibit A).

d. All property owners in or abutting the public way or the portion thereof being closed have given their written notarized consent to the closing as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof (Exhibit A).

SECTION 3. All requirements of KRS 82.405(1) and (2) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute a quitclaim deed from the City of Paducah to each of the property owners in or abutting the public way to be closed with each to acquire title to that portion of the public way contiguous to the property now owned by said property owners up to center line of the said public way. Provided, however, that the City shall reserve such easements upon the above described real property as it deems necessary.

Said deed shall provide the reservation by the City of Paducah any easements affecting the herein described real property as described in Section 1 above.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 14, 2020

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

ord\eng\st close\Colonial Court 100, 104, 106, 107

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 Ordinance No. _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

City Clerk

Exhibit A

City of Paducah, Kentucky
Public Right-of-Way Closure Application



CITY OF PADUCAH, KENTUCKY
PUBLIC RIGHT-OF-WAY CLOSURE APPLICATION

RECEIVED

DEC 14 2019

ENGINEERING
DEPARTMENT

RECEIVED

DEC 05 2019

Planning Department
VAC 2019-238

Date: November 22, 2019

Application is hereby made to the Mayor and Board of Commissioners for the closing of:

Public Right-of-Way: Portion of Colonial Court in Paducah, KY

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a Plat showing the Public Right-of-Way to be closed. This Application indicating consent of the Public Right-of-Way closure, has been signed and notarized by all real property owners whose land adjoins the portion of Public Right-of-Way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Public Right-of-Way Closure Guarantee" must be attached.

Respectfully submitted by all adjoining property owners:


Signature of Property Owner
Colgan Properties, LLC
Property Owner's Name Printed
230 Troon Road, Paducah, KY 42001
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 22 day of NOVEMBER, 2019,
by JOHN A. COLGAN

My Commission expires 11/21/2023

Notary Public, State at Large ID 634265

SEAL

Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this _____ day of _____, 20____,
by _____

My Commission expires _____

Notary Public, State at Large

SEAL



RECEIVED

DEC 19 2019

ENGINEERING
DEPARTMENT

RECEIVED

DEC 05 2019

Planning Department
VAC 2019-238CITY OF PADUCAH, KENTUCKY
PUBLIC RIGHT-OF-WAY CLOSURE APPLICATIONDate: November 22, 2019

Application is hereby made to the Mayor and Board of Commissioners for the closing of:

Public Right-of-Way: Portion of Colonial Court in Paducah, KY

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a Plat showing the Public Right-of-Way to be closed. This Application indicating consent of the Public Right-of-Way closure, has been signed and notarized by all real property owners whose land adjoins the portion of Public Right-of-Way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Public Right-of-Way Closure Guarantee" must be attached.

Respectfully submitted by all adjoining property owners:


Signature of Property Owner

Colgan Properties, LLC

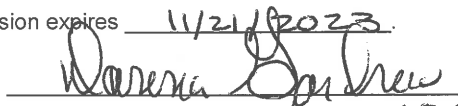
Property Owner's Name Printed

230 Troon Road, Paducah, KY 42001

Address

STATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged
before me this 22 day of NOVEMBER, 2019,
by JOHN A. COLGAN

My Commission expires 11/21/2023
Notary Public, State at Large

ID 634265

SEAL

Signature of Property Owner_____
Property Owner's Name Printed_____
AddressSTATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged
before me this _____ day of _____, 20____,
by _____

My Commission expires _____

Notary Public, State at Large

SEAL

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF A PORTION OF COLONIAL COURT BETWEEN 100, 104, 106 & 107 COLONIAL COURT.

WHEREAS, a public hearing was previously held on August 20, 2018 by the Paducah Planning Commission after advertisement pursuant to law, and

WHEREAS, this Commission has duly considered said proposal and has heard and considered the objections and suggestions of all interested parties who appeared at said hearing, and

WHEREAS, the Petitioner wishes to shorten the same Right-of-Way, which does not affect any new lots or property, and

WHEREAS, this Commission adopted a proposal to close a portion of Colonial Court between 100, 104, 106 & 107 Colonial Court at the regularly scheduled meeting on December 16, 2019.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and Board of Commissioners of the City of Paducah to close a portion of Colonial Court between 100, 104, 106 & 107 Colonial Court as follows:

LEGAL DESCRIPTION

Lying at the end of Colonial Court per Final Subdivision Plat of Colgan Properties, LLC recorded in Plat Section "M", page 1302 and being part of the Colgan Properties, LLC property recorded in Deed Book 1365, page 339 and Deed Book 1094, Page 74, McCracken County Court Clerk's office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing 6" diameter concrete monument with cap 3732 in the Northerly right-of-way line of Colonial Court as dedicated per Final Subdivision Plat recorded in Plat Section "M", page 1302, said point having Kentucky State Plane South Zone-1602, Nad 83 coordinates of Northing: 1916321.87 and Easting: 789532.82 and being 216.60 feet as measured Eastwardly along said Northerly right-of-way line from its intersection with the Southeasterly right-of-way line of Pecan Drive; THENCE FROM SAID POINT OF BEGINNING along and with the existing right-of-way line of Colonial Court for the following 8 calls: Northeastwardly with a curve to the left having a radius of 125.00 feet (a chord being N 33°21'36" E 41.81 feet) a distance of 42.01 feet to an existing 6" diameter concrete monument with cap no. 3732 at the end of said curve; N 23°43'57" E and passing an existing ½" rebar with cap no. 3732 at 6.84 feet at the Southwesterly corner of Lot 5 per Plat Section "M", page 1302 for a total distance of 56.77 feet to an existing 6" diameter concrete monument at the beginning of a curve to the left having a radius of 30.00 feet; Northwardly with said curve to the left (a chord being N 0°26'56" E 23.72 feet) a distance of 24.38 feet to an existing 6" diameter concrete monument with cap 3732 at the end of said curve and beginning of a curve to the right having a radius of 50.00 feet; Northeastwardly with said curve to the right (a chord being N 32°56'56" E 82.69 feet) a distance of 97.36 feet to an existing ½" rebar with cap no. 3732 at a lot corner between Lots 5 and 6 per aforesaid Final Subdivision Plat recorded in Plat Section "M", page 1302; Southeastwardly and continuing with said curve to the right having a radius of 50.00 feet (a chord being S 66°16'03" E 42.26 feet) a distance of 43.63 feet to an existing ½" rebar with cap no. 3732 at a corner between Lots 6 and 3 per said Plat Section "M", page 1302; Southwestwardly and continuing with said curve to the right having a radius of 50 feet (a chord being S 14°30'59" W 82.69 feet) a distance of 97.36 feet to an existing 6" diameter concrete monument with cap no. 3732 at the end of said curve and beginning of a curve to the left having a radius of 30.00 feet; Southwestwardly with said curve to the left (a chord being S 47°00'59" W 23.72 feet) a distance of 24.38 feet to an existing 6" diameter concrete monument with cap no. 3732 at the end of said curve; and S 23°43'57" W 19.39 feet to a 6" diameter concrete monument set in the new right-of-way line of Colonial Court to be created; thence Westwardly with said New right-of-way line of Colonial Drive to be created for the following 2 calls: Westwardly with a curve to the left having a radius of 50 feet (a chord being S 74°46'40" W 50.85 feet to a 6" diameter concrete monument with cap no. 3732 set at the end of said curve; and S 44°14'44" W 49.79 feet to the Point of Beginning and containing 10,294.47 square feet or 0.236 Acres as shown on "Right-of-way Closure Plat for Colgan Properties LLC" prepared by Siteworx Survey and Design LLC.

SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

SECTION 3. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 4. Any agreements between the parties that are affected by the closure of this Right-of-Way shall be forwarded to the City Commission with this Resolution.


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on December 16, 2019

SURVEYOR'S CERTIFICATE

TO: COLGAN PROPERTIES, LLC
230 TROON ROAD
PADUCAH, KY 42001

THIS PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS BY THE METHOD OF RANDOM TRAVERSE WITH SIDESHOTS HAVING AN UNADJUSTED CLOSURE RATIO OF 1:58,325 BEFORE ADJUSTMENT OF ADJUSTED ANGULAR AND LINEAR DIMENSIONS HEREON INDICATED, FOR AN URBAN SURVEY AS DEFINED BY THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN KENTUCKY, THE INFORMATION SHOWN BY THIS PLAT BEING TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE OF SURVEY COMPLETION _____

DATE OF SIGNATURE _____

KENTUCKY PROFESSIONAL LAND SURVEYOR #5732

CERTIFICATE OF RECORDING
STATE OF KENTUCKY, COUNTY OF McCRACKEN

I HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LOGGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATES IN MY OFFICE, GIVEN UNDER MY SEAL THIS _____ DAY OF _____, PAGE _____

McCRACKEN COUNTY COURT CLERK _____ DEPUTY COURT CLERK _____

ADJACENT
PROPERTY OWNERS

1. COLGAN PROPERTIES, LLC
230 TROON ROAD
PADUCAH, KY 42001
DEED BOOK 1365, PAGE 339

UTILITY COMPANY CONSENT

THIS IS TO CERTIFY THAT THE UNDERSIGNED HEREBY ACKNOWLEDGES THE PORTION OF PUBLIC RIGHT-OF-WAY PROPOSED TO BE CLOSED, AS SHOWN AND DESCRIBED HEREON, AND FREELY GIVES THEIR CONSENT TO CLOSE THE PUBLIC RIGHT-OF-WAY AS SHOWN AND DESCRIBED HEREON.

PADUCAH POWER SYSTEM _____

PADUCAH - McCRACKEN CO. JOINT SEWER AGENCY _____

PADUCAH WATER _____

AT&T _____

AT&MS ENERGY _____

COMCAST CABLE _____

CITY OF PADUCAH ENGINEERING
PUBLIC WORKS - STORM _____

PROPERTY LINE CURVE DATA				
SEGMENT #	RADIUS	ARC LENGTH	CHORD	BEARING
1	25.00'	41.91'	37.17'	N.25°36'23"W
2	125.00'	180.29'	165.07'	N.65°03'09"E
3	125.00'	47.50'	47.22'	N.34°34'49"E
4	30.00'	24.38'	23.72'	N.00°26'56"E
5	50.00'	97.36'	82.69'	N.32°56'56"E
6	50.00'	43.63'	42.26'	N.66°16'03"W
7	50.00'	97.36'	82.69'	N.14°30'59"E
8	30.00'	24.38'	23.72'	N.47°00'59"E
9	175.00'	31.64'	31.60'	N.28°54'45"E
10	175.00'	124.77'	122.14'	N.54°31'02"E
11	175.00'	96.00'	94.80'	S.89°20'35"E
12	25.00'	41.91'	37.17'	N.56°21'04"E
13	500.00'	210.10'	208.56'	N.01°42'27"W
14	500.00'	105.46'	105.26'	N.16°22'22"E
15	500.00'	142.14'	141.67'	N.30°33'33"E
16	500.00'	48.17'	48.15'	N.41°27'39"E

A	125.00'	47.50'	47.22'	N.34°34'49"E
B	50.00'	53.35'	50.85'	S.74°46'41"W

ROAD CENTERLINE CURVE DATA				
SEGMENT #	RADIUS	ARC LENGTH	CHORD	BEARING
17	150.00'	216.35'	198.08'	S.65°03'09"W

ADJACENT PROPERTY OWNER'S CERTIFICATION

WE, THE UNDERSIGNED OWNERS AND REPRESENTATIVES, DO HEREBY CERTIFY THAT WE ARE THE REAL PROPERTY OWNERS SHOWN AND DESCRIBED HEREON AND FREELY GIVE OUR CONSENT TO CLOSE THE PUBLIC WAY AS SHOWN AND DESCRIBED HEREON.

COLGAN PROPERTIES, LLC
230 TROON ROAD
PADUCAH, KY 42001
OWNER

SIGNATURE _____

PRINT NAME _____

TITLE _____ DATE _____

MAYOR'S CERTIFICATE OF CITY APPROVAL

IN ACCORDANCE WITH KENTUCKY REVISED STATUTES CHAPTER 82 AND BY

ORDINANCE # _____

I HEREBY CERTIFY THAT THE PUBLIC WAY AS SHOWN HEREON HAS BEEN OFFICIALLY CLOSED.

MAYOR, CITY OF PADUCAH, KENTUCKY _____

DATE _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY _____, KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGE TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

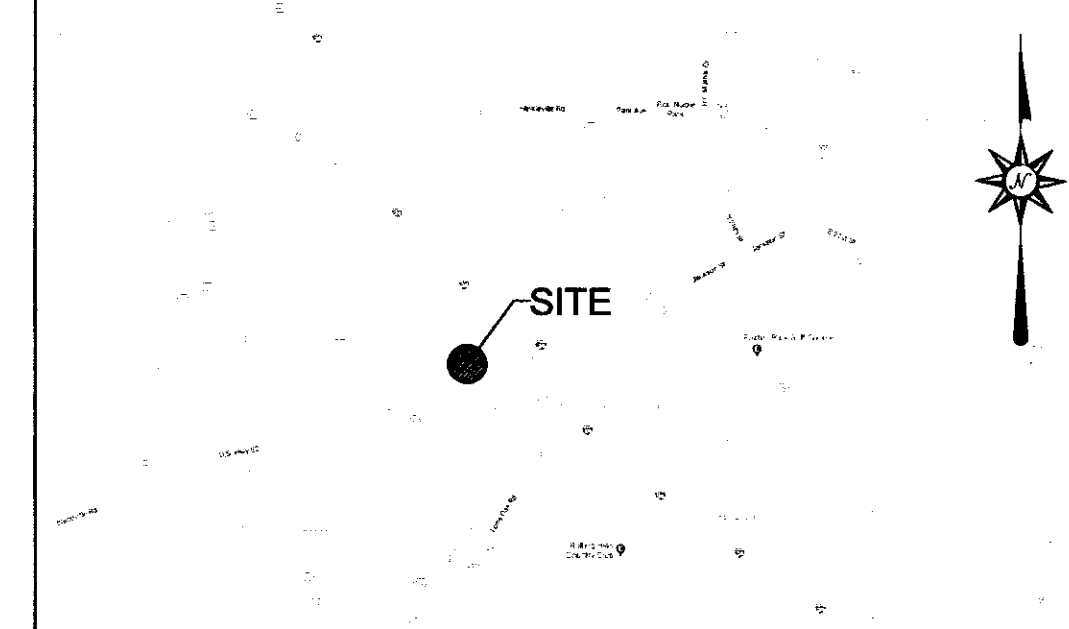
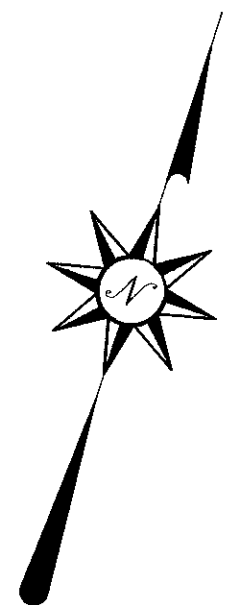
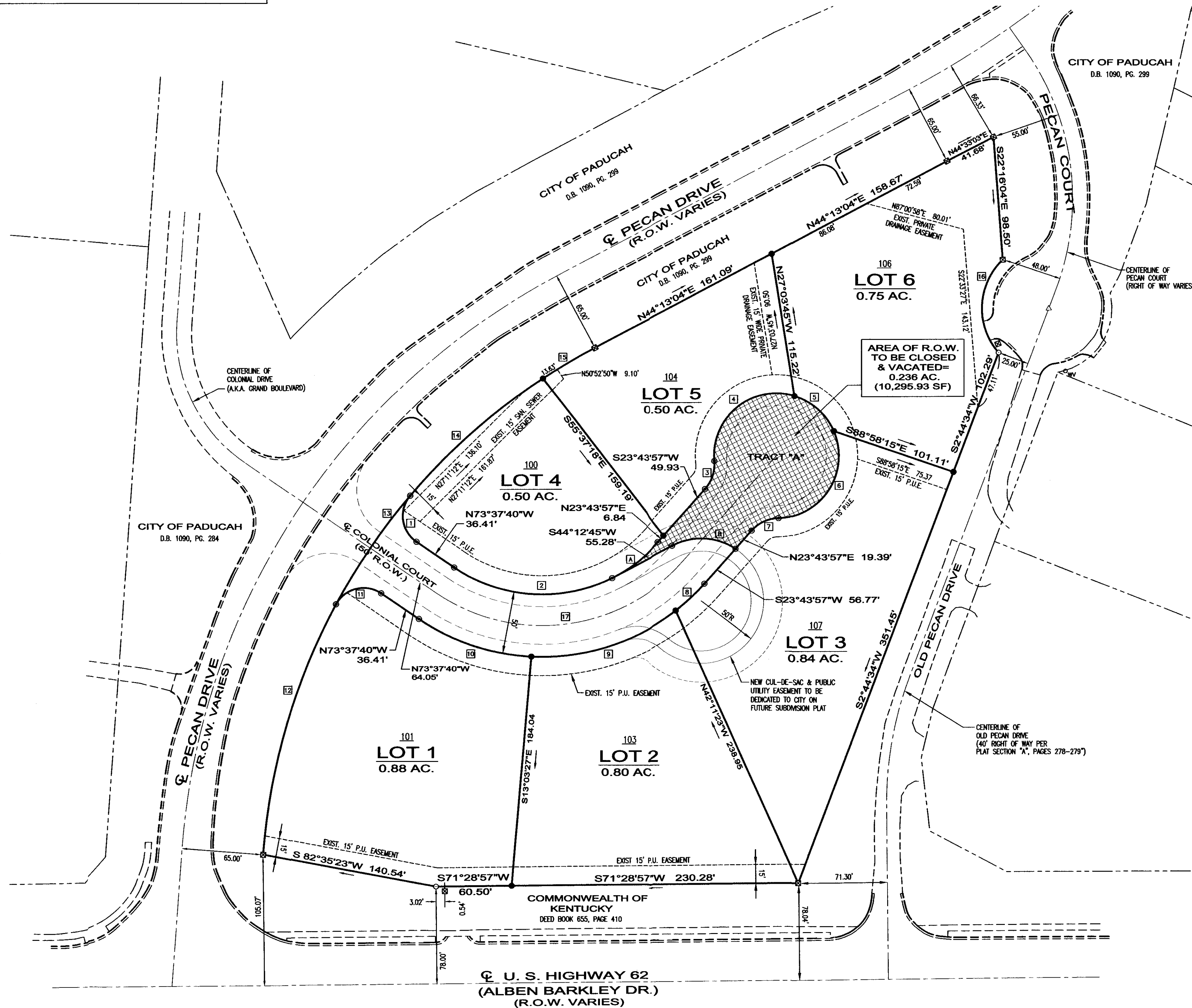
NOTARY PUBLIC SIGNATURE: _____

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, 20____.

PLANNING AND ZONING
CERTIFICATE OF APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 100 OF THE KENTUCKY REVISED STATUTES AND ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KY, THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED BY THE PADUCAH PLANNING AND ZONING COMMISSION AT A MEETING HELD _____

CHAIRMAN _____

VICINITY MAP
NOT TO SCALE

LEGEND:

- 1/2" x 30" LONG IRON PIN & CAP #5732 (TO BE SET)
- ⊙ 6" x 24" LONG CONC. MONUMENT W/CAP #5732 (TO BE SET)
- EXIST. IRON PIN & CAP #2900 (UNLESS NOTED OTHERWISE)
- ⊠ EXIST. 6" x 6" CONC. MONUMENT
- PROPERTY LINE
- - - EASEMENT LINE
- ROAD CENTERLINE
- P.U.E. PUBLIC UTILITY EASEMENT
- 100 LOT ADDRESS

GENERAL SITE NOTES:

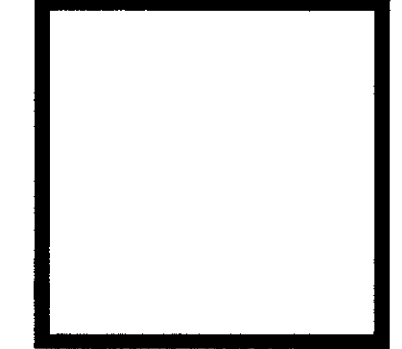
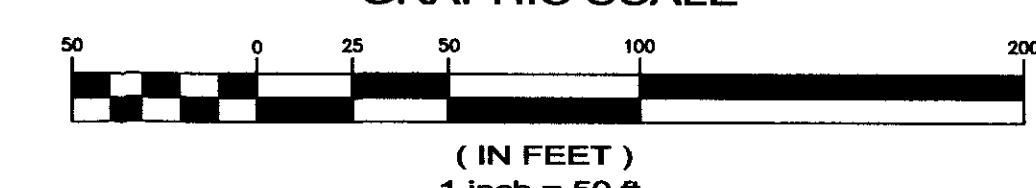
- CLIENT & PROPERTY OWNER: COLGAN PROPERTIES, LLC
230 TROON ROAD
PADUCAH, KENTUCKY 42001
- DEED REFERENCE: DEED BOOK 1365, PAGE 339 DEED BOOK 1094, PAGE 74
PLAT SECTION M, PAGE 61 PLAT SECTION A, PAGE 278-279
- THE SUBJECT PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FLOOD INSURANCE RATE MAP FOR McCRACKEN COUNTY, COMMUNITY PANEL NUMBER 2114500141F, DATED NOVEMBER 2, 2011.
- RIGHT-OF-WAY AREA: 0.5873 ACRES (25,584 SQ. FT.)
TOTAL PROPERTY AREA: 4.8475 ACRES (211,155 SQ. FT.)
- THIS PROPERTY IS ZONED R-4, (HIGH DENSITY RESIDENTIAL ZONE), AND IS SUBJECT TO ALL REGULATIONS SET FORTH FOR THIS ZONE BY THE CITY OF PADUCAH ZONING ORDINANCE, SEC. 126-105.
- MINIMUM YARD REQUIREMENTS:
(FOR PROFESSIONAL OFFICE BUILDINGS)
FRONT: NONE (OR AS SHOWN)
SIDE: NONE (OR AS SHOWN)
REAR: NONE (OR AS SHOWN)
- MINIMUM LOT AREA: 5,000 SQ. FT.
- MINIMUM LOT WIDTH: 50 FEET
- MAXIMUM BUILDING HEIGHT: NONE
- SOURCE OF BEARINGS:
ALL BEARINGS SHOWN ARE CORRELATED WITH THE KENTUCKY SOUTH 1602, NAD 83 STATE PLANE COORDINATE SYSTEM.
- WARRANT REQUESTS:
1. REDUCE CENTERLINE RADIUS REQUIREMENT OF 200 FEET TO 150 FEET.
- BUILDING ORIENTATION AND ACCESS:
BUILDING AND DRIVEWAY ACCESS IS OFF COLONIAL COURT EXCLUSIVELY, WITH THE EXCEPTION OF LOTS 3 & 6. LOT 3 CAN ALSO HAVE ACCESS FROM OLD PECAN DRIVE, AND LOT 6 CAN ALSO HAVE ACCESS FROM PECAN COURT. A FINISHED FACADE IS REQUIRED ON THE BACKSIDE OF EACH BUILDING ALONG ANY PUBLIC RIGHT-OF-WAY. THE EXISTING ENTRANCE ON U. S. HIGHWAY 62 SHALL NOT BE UTILIZED BY ANY LOT. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED.
- STORMWATER MANAGEMENT FACILITY NOTE:
THE REGIONALLY DESIGNED STORMWATER MANAGEMENT FACILITY LIMITS NEW IMPERVIOUS SURFACE AREAS TO 80% PER LOT AT THE TIME OF THEIR DEVELOPMENT.
- SANITARY SEWER & PUBLIC WATER NOTE:
THE SUBJECT PROPERTY IS SERVED BY PADUCAH WATER FOR ITS PUBLIC WATER SYSTEM AND THE JOINT SEWER AGENCY (JSA) FOR ITS PUBLIC SANITARY SEWER SYSTEM.

INTENT:

THE INTENT OF THIS PLAT IS TO CLOSE THE PUBLIC RIGHT-OF-WAY OF COLONIAL COURT, AND TO CREATE INDIVIDUAL TRACT "A" FOR REVERSION TO ADJACENT PROPERTY OWNER, ALL AS SHOWN HEREON.

TITLE OPINION:

THIS PLAT HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY TO OBTAIN AND SHOW RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIONS PERTAINING TO THIS PROPERTY, HOWEVER, THIS PLAT IS SUBJECT TO THE FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.



siteworx
SURVEY & DESIGN, LLC
124 South 31st Street
Paducah, KY 42001
Ph: (270) 443-8491
www.siteworxdesign.com

RIGHT-OF-WAY CLOSURE PLAT
COLGAN PROPERTIES, LLC
U. S. HIGHWAY 62 & PECAN DRIVE
PADUCAH, McCRACKEN CO., KY

PROJECT NO.: 18057
DATE: DECEMBER 6, 2019
DRAWN BY: JLG
REV. DESCRIPTION

SHEET
1
OF 1

Agenda Action Form

Paducah City Commission

Meeting Date: January 28, 2020

Short Title: Execute an Agreement with Plante Moran not to Exceed \$90,000 for Technical Assistance with Energov Codes & Permitting Software Implementation - **M SMOLEN**

Category: Ordinance

Staff Work By: Michelle Smolen

Presentation By: Michelle Smolen, Stephen Chino

Background Information: The City recently executed an agreement with Tyler Technologies to implement the Energov codes and permitting software. Staff is requesting technical assistance from Plante Moran for up to 60 hours of project planning, 30 hours/month of support during the project and 40 hours of post-live evaluation/support. Plante Moran has dedicated teams that specialize in the Energov product. This is a one-time cost that will assist the City with efficiently delivering an effective codes and permitting software solution. The technical services Plante Moran are providing is similar to the assistance Federal Engineering provided with the CAD 911 implementation. Half of the cost will be absorbed into the ERP project budget for the remainder of FY19. The remaining costs will be allocated in the FY20 budget.

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

If yes, please list the Action Step Item Codes(s): O-2:Create and sustain a customer centric culture aligned with our organizational values

Funds Available: Account Name: ERP Software Project

Account Number: EQ0022

Staff Recommendation: Execute an Agreement with Plante Moran not to Exceed \$90,000 for Technical Assistance with Energov Codes & Permitting Software Implementation.

Attachments:

1. Ordinance
2. Plante Moran - EnerGov Project Management Services 01 08 2020
3. CM non-competitive procurement memo

ORDINANCE NO. 2020-____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT WITH PLANTE MORAN NOT TO EXCEED
\$90,000 FOR TECHNICAL ASSISTANCE WITH ENERGOV
CODES & PERMITTING SOFTWARE IMPLEMENTATION

WHEREAS, staff is requesting technical assistance from Plante Moran for up to 60 hours of project planning, 30 hours/month of support during the project and 40 hours of post-live evaluation/support for the EnerGov product; and

WHEREAS, this is a one-time cost that will assist the City with efficiently delivering an effective codes and permitting software solution; and

WHEREAS, Plante Moran has submitted a proposal to provide project management services for the implementation of the City of Paducah’s EnerGov permitting, inspection, and licensing system; and

WHEREAS, a written determination has been made by the City Manager that this constitutes a professional services purchase and will be a noncompetitive negotiation purchase, pursuant to KRS 45A.380(3).

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

SECTION 1. The City Commission does hereby accept the terms contained in the proposal to provide project management services for the implementation of the City of Paducah’s EnerGov permitting, inspection, and licensing system, and approve the execution of an agreement in an amount not to exceed \$90,000.

SECTION 2. The City Commission does hereby authorize and instruct the Mayor to execute the Professional Services Agreement – Consulting Services Addendum to Plante & Moran, PLLC Engagement Agreement on behalf of the City.

SECTION 3. This expenditure shall be charged to the ERP Software Project No. EQ0022.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 14, 2020

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\contract-Plante Moran 2020

Make the mark.

City of Paducah, KY | January 8, 2020

Project Management Services for Tyler EnerGov®
Implementation Support



plante moran | Audit. Tax. Consulting.
Wealth Management.

January 8, 2020

Mrs. Michelle Smolen, Assistant City Manager
300 South 5th Street
P.O. Box 2267
Paducah, KY 42002-2267

RE: EnerGov Project Management Services

Plante Moran, PLLC (Plante Moran) is pleased to offer this proposal to provide project management services for the implementation of the City of Paducah's EnerGov permitting, inspection, and licensing system. We appreciate the City's commitment to providing exceptional customer service by investing in a modern land management solution to improve customer service, streamline the permitting processes, and promote greater development review staff coordination.

Plante Moran's staff offer experience working in public service combined with technical knowledge to promote the City's readiness and deployment of its replacement land management system. Our project team brings practice knowledge through firsthand experience as public sector practitioners and working with local governments. We are pleased to feature recent experiences working with communities to evaluate and implement EnerGov including Peoria IL, Wauwautosa WI, Pinellas Park FL, North Miami Beach FL and West Palm Beach FL.

As project management advisors, a successful implementation of EnerGov will reinforce the City's focus on evaluating business practices to provide quality, value, and transparency to the public. We are committed to sustaining and elevating the City's brand as a destination for economic development.

We are pleased to offer these key differentiators:

- **Industry Commitment.** With 65 years of service in the public sector, Plante Moran is committed to serving governmental organizations through the active involvement of more than 200 professional staff serving more than 1,200 public sector clients.
- **Community Development Process Evaluation:** We have significant experience in conducting process analysis, redesign and technology needs assessments within a practice dedicated to advancing local government initiatives.
- **Dynamic Community References:** We are pleased to share that we have been involved with important projects at leading communities experiencing rapid growth with a focus on process evaluation specific to community development operations and we will bring our insights to bear with your team. These include Sunnyvale, CA, Des Moines, IA, Collier County, FL, City of Bend, OR, and West Palm Beach, FL.
- **Contributions to Public Sector Associations:** Our project professionals who are members of national and local organizations dedicated to improving the operations of local government including ICC, GFOA, PTI, ICMA, and GMIS. We apply our exposure to best practices to benefit the City.

- **Credentialed and Proven Team:** Our proposed project professionals received training in a number of disciplines that will add value to the City, including Lean Six Sigma, Project Management Professional, and Prosci® Change Management. Additionally, our proposed staff have first-hand experience leveraging enterprise Geographic Information Systems (GIS) for spatial analysis.
- **Experienced, Unbiased, Independent Advisors:** We bring a solution agnostic approach with complete independence from all software vendors with the benefit of research within the Community Development software vendor marketplace. And we have relevant insights to bring to bear to the City, having worked with multiple clients implementing offerings by Accela (Automation), Tyler (EnerGov), Harris (CityView), CSDC (Amanda), Infor (CDR), Cityworks (PLL), and others.
- **Unparalleled Government Experience:** Our proposed project team has experience working within a municipal government as practitioners in areas within the scope of this project. This includes working as community planners, planning commissioners, city council, and zoning code enforcement. We are intimately familiar with all of the development review functions that will be evaluated and will bring this expertise to the City.

Our proposed team blends the technology and municipal operations knowledge with seasoned, management consultants to work on this important initiative. We believe that this range of qualifications will offer significant value to the City to promote the successful deployment of EnerGov. If you have any questions concerning this proposal, please contact me at 248-223-3447 or Scott.Eiler@plantemoran.com

Very truly yours,

PLANTE & MORAN, PLLC

A handwritten signature in blue ink that reads "E. Scott Eiler".

Scott Eiler, Partner

Experience

Public Service Delivery Technology & Operations Consulting

Plante Moran's Public Service Delivery Practice enable communities to assess, optimize, and elevate their constituent facing, service delivery systems and processes including: service request/work order, enterprise asset management, community development planning, construction inspection, licensing, public safety, and code enforcement processes. We appreciate the challenges and responsibilities our clients face within dynamic communities to provide responsive, accurate, and complete information to investors, businesses, and citizens.

Our practice staff have experience serving on planning commissions, working with communities as planning/zoning consultants, working as GIS professionals integrating analyses/data, and working with Land Management Systems (LMS), Enterprise Asset Management, Utility Billing Systems, Enterprise Resource Planning Systems, and many integrated software solutions. Our approach to the advancing processes and systems enables our clients to elevate their levels of service, achieve internal efficiencies, and harness the full potential of modern technology solutions.

Relevant Client Experiences

Plante Moran offers a summary of a summary of engagements performed for our clients over the past three years including Land Development Services (including construction permitting, inspections, zoning, code enforcement, CDBG housing programs, plan review, appeals). The projects involve business process assessments and/or technology related selections where processes are reviewed in conjunction with the development of functional and technical requirements for replacement permitting, inspection, and licensing systems.

Client Name	Project Title	Project Date
Collier County, FL	Mapping & Documentation of Core Business Processes – Growth Management Department: Development Services Division	April 2018 – Jan 2019
City of West Palm Beach, FL	Development Services Assessment and Implementation Strategy	Sept. 2017 – Present
City of Bend, OR	Community Development Business Process Review Services	April 2016 – Present
City of Georgetown, TX	Land Management System Selection (Component of ERP Scope)	Nov 2016 – Present
City of Des Moines, IA	Permitting, Inspection and Licensing System Needs Assessment / Selection	Sept 2016 – May 2018
Village of Wellington, FL	Permitting, Inspection, and Licensing System Implementation	Sept 2016 – May 2019
City of Fernandina Beach, FL	Permitting, Inspection, and Licensing System Implementation	July 2016 – Jan 2019

Client Name	Project Title	Project Date
City of Norman, OK	Land Management System Selection (Component of ERP System Scope)	May 2016 – June 2017
City of St. Charles, IL	Community Development Needs Assessment and Requirements Development	Feb 2016 – Aug 2016
City of Hollywood, FL	Land Management System – Assessment and Selection (Component of ERP Scope)	May 2015 – May 2016
City of Coral Springs, FL	Land Management System – Options Analysis (Component of ERP Scope)	May 2015 – Aug 2015
County of Livingston, MI	Permitting System Evaluation and Selection	Feb 2015 – Apr 2016
City of Appleton, WI	Land Management System Selection (Component of ERP System Scope)	Feb 2015 – May 2016
City of Winter Park, FL	Land Management System Selection (Component of ERP System Scope)	Feb 2015 – July 2016
City of Roswell, GA	Post ERP Implementation Review (Including Land Management Systems)	Oct 2014 – Aug 2016
City of Paducah, KY	Land Management System Selection (Component of ERP System Scope)	Sep 2014 – June 2016
Village of Park Forest, IL	Land Management System Assessment (Component of ERP System Scope)	June 2014 – June 2015
City of Bend, OR	Land Management System Selection and Implementation Management Assistance (Component of ERP Scope)	Aug 2013 – Present
City of Pinellas Park, FL	Land Management System Selection and Implementation Management Assistance (Component of ERP Scope)	May 2013 – June 2019
Village of Woodridge, IL	Land Management System Selection (Component of ERP System Scope)	May 2013 – Jan 2015
City of Pueblo, CO	ERP Due Diligence and Implementation Management Assistance	Mar 2013 – June 2018
Village of Northbrook, IL	Land Management System Selection (Component of ERP System Scope)	Mar 2013 – Jan 2015
City of Columbia, MO	Land Management System Selection and Implementation (Component of ERP System Scope)	May 2012 – Aug 2016
City of North Miami Beach, FL	Land Management Needs Assessment, System Selection, Contract Negotiations and Implementation Support	Apr 2011 – Nov 2019

References

City of West Palm Beach, FL

401 Clematis Street
West Palm Beach, FL 33401
Population: 110,000

Mr. Rick Green
Development Services Director
561-822-1455
rgreene@wpb.org

Development Services Assessment and Implementation Strategy

The City competitively selected Plante Moran to conduct an independent evaluation and documentation of all Development Services business processes to ensure that the City is following best practices and effective organizational management. This included conducting business process mapping and findings from onsite interviews, background research, and process discovery sessions with over 120 staff in twelve (12) different departmental service areas comprised of department heads, subject matter experts, end users, and executive project committee members.

Subsequent to the process mapping work, we then assisted the City in the procurement of a new Community Development Solution. Activities included RFP development, proposal analysis, vendor due diligence and negotiation of a contract with the selected vendor, EnerGov. We are now in the early stages of providing Implementation Management Assistance to the City associated with the deployment of the EnerGov solution.

Project Timeline: September 2017 – Present

Collier County, FL

Mr. Lazaro Pomier, Sr. Operations
Analyst
Growth Management
Department, Development
Services Team
2800 N. Horseshoe Drive
Naples, FL 34104
239-252-8214

Lazaro.Pomier@colliercountyfl.gov

Mapping and Documentation of Core Business Processes

In response to increasing population growth and services demand following the impact of Hurricane Irma, the County selected Plante Moran through a competitive RFP process to document its current and future state business processes within the County's Development Services Team. The project involved customer service, planning, building, code enforcement, and operations administration areas. Services included training on Lean Six Sigma principles contributing to an Agency-wide, performance management framework including process mapping, the development of performance metrics and continuous improvement strategies, specifically the proposal of change management framework for identifying, evaluating and implementing process. It also included a position turnover analysis involving 350 employees assessing the impacts at the process level involving over 800 activities performed to administer enforcement and compliance in accordance with County, State, and Federal land development laws.

Project Timeline: Apr 2018 – January 2019

City of Bend, OR

Ms. Denise Wallace
IT Business Analyst
710 NW Wall Street
Bend, OR 97701
dwallace@bendoregon.gov
541.388.5583
www.bendoregon.gov

Community Development (Land Management) System Vendor Selection and Implementation Management Assistance

Plante Moran conducted a comprehensive Enterprise Resource Planning (ERP) needs assessment and selection project for the City to replace legacy applications within multiple lines of business, including core financials, procurement, budgeting, HR, land management, inspections, permitting. This project included conducting interviews with process owners and end-users, development of an RFP, proposal analysis, and due diligence assistance. It also included an integrated information process assessment (IIPA) to inform the selection and implementation of LMS and ERP systems. The City also engaged Plante Moran to conduct a business process review of the Fire Department's timekeeping functions, and provide recommendations to streamline the workflow and implement best practices and appropriate control points to better ensure accuracy and accountability.

Project Assessment and Selection Timeline: August 2013 – December 2016

Project Implementation Support: September 2017 – March 2018

City of North Miami Beach, FL

Mr. Gil Sosa
Senior IT Manager
Information Technologies
Division
17011 NE 19th Avenue, Suite 304
North Miami Beach, FL 33162
305.948.2975 ext. 2824
Gil.Sosa@citynmb.com

ERP Needs Assessment, System Selection and Implementation Management Assistance

Conducted a comprehensive Enterprise Resource Planning (ERP) needs assessment and selection project for the City to replace legacy applications within multiple lines of business within the City. The project included conducting of interviews with process owners and process end-users, development of a Needs Assessment report identifying process improvement opportunities, development of an ERP RFP, proposal analysis, due diligence assistance and contract negotiations and statement of work development with the selected ERP vendor, Munis and EnerGov.

Project Timeline: April 2011 – Current

Town of Jupiter, FL

Mr. Andrew Burgess
Director of Information
Systems
210 Military Trail
Jupiter, FL 33458
561.741.2385
drewb@jupiter.fl.us

EnerGov Post-Implementation Remediation Assistance

Assisted the Town in analyzing the Town's current situation with the EnerGov LMS implementation, created an action plan with recommendations on how to successfully implement the EnerGov solution to utilize the system as it was designed and assisted the Town in establishing processes that are more efficient. As a result of the action plan, we conducted follow-up reviews with the Town and vendor related to execution of the plan.

Project Timeline: May 2016 – Sept 2017

Proposed Staffing

Team Member	Project Role	Relevant Expertise
Scott Eiler Partner	Engagement Director Scott will have overall responsibility for ensuring that all Plante Moran services are completed within schedule and budget. Provides project quality control over Plante Moran deliverables and services.	30 years' experience assisting clients with technology related needs and twenty-two years specifically devoted to serving public sector clients. He has extensive experience providing technology services for including technology planning, system selection, technology assessments, IT organizational evaluations, and quality assurance and implementation management.
Christopher Blough, PMP Manager	Project Manager Responsible for the day-to-day performance of the team, and strategic direction of deliverables. Assure that all tasks are completed on schedule, within budget and meet appropriate quality standards.	19 years' experience in land management, permitting, licensing, and asset management processes and integrations involving enterprise technologies with Geographic Information Systems (GIS). He is a credentialed project management professional (PMP) and has applied background in Lean Six Sigma, community planning, and zoning enforcement.
Alex Jones Senior Consultant	Permitting, Licensing, and Land Management Consultant Implementation Management Advisor Will lead requirement gathering sessions for all modules and recommend updates to EnerGov workflow He will also facilitate meetings (onsite & remote) with the City and Tyler to document minutes, action items and ensure objectives are being met. Finally, he will provide project management services by tracking issues, communicating risks and mitigation strategies, and managing testing and post upgrade activities.	Five years' technology consulting experience specializing in process optimization, system selection and implementation management for Permitting & Land management systems. Facilitates process optimization activities resulting in requirements definition. Alex also provides implementation advisory services including data cleansing strategies, test script development, and end-user acceptance testing. Currently supporting the implementation of the new permitting and land management systems for North Miami Beach, FL (Tyler EnerGov). City of Bend, OR (Harris CityView), and the City of Peoria, IL, (Tyler EnerGov)

Detailed Staff Resumes



Scott Eiler, PMP

Project Director: EnerGov Implementation Advisory Services

Summary of Experience

Scott has over thirty years' experience assisting clients with various technology related needs and twenty five years specifically devoted to serving governmental clients at the local, County and State level. He has extensive experience in providing numerous technology services for governmental clients including technology planning, technology assessments, software selections and implementation management assistance. He is also a champion within the firm on the development and education of staff on project management theory, tools and techniques.

Education

Master of Business Administration
University of Michigan

Bachelor of Science in General
Engineering
University of Illinois

Professional Training & Affiliations

Government Finance Officers
Association (GFOA)

Florida Government Finance Officers
Association (FGFOA)

Project Management Institute (PMI)

Project Management Professional
(PMP) since 2003

ITIL V3 Foundation Certified

Prosci Change Management Certified

Project Roles

Scott will serve as the Engagement Director on the project ensuring the overall quality and completeness of activities to be performed and deliverables to be provided on the project.

Selected Key Clients

Broward County, FL

Collier County, FL

Dane County, WI

Miami-Dade County, FL

DuPage County, IL

Gwinnett County, GA

Hancock County, OH

Horry County, SC

Johnson County, KS

Kent County, MI

Lake County, IL

Oakland County, MI

St. Louis County, MO

Waukesha County, WI

Solid Waste Authority of Palm Beach
County (SWA), FL

City of Cleveland, OH

City of Battle Creek, MI

City of Hollywood, FL

Village of Wellington, FL

City of West Palm Beach, FL

City of Dublin, OH

City of Kalamazoo, MI

City of Ft. Lauderdale, FL

City of Carrollton, TX

City of Hallandale Beach, FL

City of Mesa, AZ

City of North Miami Beach, FL

City of Ann Arbor, MI

City of Miramar, FL

City of Columbia, MO

Town of Jupiter, FL

City of Midland, MI

City of Owensboro, KY

City of Chandler, AZ

City of Winter Park, FL

City of Pueblo, CO

City of Pinellas Park, FL

Central Ohio Transit Authority, OH

Emerald Coast Utilities Authority
(ECUA), FL



Christopher Blough, MPA, PMP

Project Manager: EnerGov Implementation Advisory Services

Summary of Experience

Chris leads Plante Moran's Public Services Practice with 19 years of technology applications management specializing in county, municipal, and special purpose government operations. As credentialed project manager and an ITIL certified applications manager, he leads enterprise service delivery projects involving ERP systems for regulatory compliance (licensing, permitting, land management), core financials, human resources, purchasing, inventory management, capital budgeting, geographic information systems (GIS), and enterprise asset and work management (EAM/CMMS). Manages project teams to assess business opportunities, compare solution options, evaluate and select solutions, negotiate contracts, and deliver implementation advisory services to ensure realization of expected outcomes.

Credentialed IT Project Manager: By working in 35+ local government organizations in his career, Chris offers proven methods and firsthand experience enabling public sector professionals to increase the business value derived from enterprise systems and applications. He leads project teams to assess business opportunities, prepare options analyses, evaluate and select solutions, negotiate technology contracts, and provide third-party implementation advisory services.

Public Sector IT Leadership: As a former public servant working in county and municipal government technology leadership roles, he recognizes opportunities for collaboration and joint investment in technology initiatives applying return-on-investment strategies. His clients recognize his ability to lead multi-disciplinary teams to build compelling business cases linked to outcomes to establish ownership and accountability.

LEAN Six Sigma (LSS) Process Optimization: Chris integrates LSS practices with clients to optimize business processes by increasing customer value recognition throughout the IT service delivery lifecycle for both internal and external stakeholders. He equips clients to qualify and prioritize IT projects and services using data-driven and analytics insights.

IT Program Governance and Project Governance: Chris coaches and trains clients to prepare IT governance strategies to deliver short and long-term organizational commitments to ensure people, process, and technology sustain their expected value.

Recent and Relevant Project Experiences

City of West Palm Beach, FL, Permitting System Replacement (In Progress): Lead consultant for one of Florida's fastest growing communities facing an 11% annual increase in permitting activity and a \$2 billion backlog in proposed and scheduled projects in 2017. The project involved discovery and process definition for 12 departments and 30 business units involving over 120 staff. It also examined ways to streamline business tax receipts processes to ensure the fair and equitable collection of \$3.6 million in annual revenues. The project scope involved process diagramming for 27 major processes involving 750 activities. Through this process discovery, the City is using 80 use cases specific to core business requirements to software demos representing the needs of Planning, Building

Education

Master of Public Administration,
Eastern Michigan University

Bachelor of Science in Geography/
Earth Science,
Central Michigan University

Selected Publications

The GIS Guide for Elected Officials,
City of Novi, MI – Moving Novi's
Online Mapping Services to the
Cloud, Esri Press, 2014

Professional Training & Affiliations

Project Management Professional
(PMP), Project Management Institute
(Certificate #1373368)

Lean Six Sigma Green Belt, Purdue
University

IT Service Management, ITIL v3
Foundation, APM Group Ltd. (2012)

Institute of Asset Management
Certificate #1029965

Building Officials Association of
Florida

Project Management Institute, Great
Lakes Chapter

Esri International User Conference
2006, 08, 10, 12*, 15, 19 (*Special
Achievement in GIS Award on behalf
of Novi, Michigan)

Society for Maintenance and
Reliability Professionals

Selected Clients

City of Des Moines IA: Project Manager, CD System Assessment and Selection

City of Hollywood, FL: Lead Consultant, CD Permitting Business Needs Evaluation

City of St. Charles, IL: Project Manager, CD Needs Assessment and Requirements Definition

City of Sunnyvale CA: Project Manager, CD System Assessment and Selection

City of West Palm Beach, FL: Project Manager, CD Assessment, Business Process Evaluation, Selection, and Implementation Management

County of Collier FL: Project Manager, Business Process Mapping and Documentation

Safety Code, Engineering, Utilities, Fire, Police, Public Works, Parks and Recreation, and Property Code Enforcement.

County of Collier, FL, Mapping and Documentation of Core Business Processes: Project manager for a continuous improvement initiative launched in response to significant population growth and services demand following Hurricane Irma addressing customer service, planning, building, code enforcement, and operations administration areas of the County's Growth Management Department, Development Services Agency. The project involved the documentation of current-state and future-state business processes spanning all functions of the land development and code enforcement lifecycle. Services included training on LEAN and Six Sigma principles contributing to an Agency-wide, performance management framework including the creation of performance metrics and continuous improvement strategies. It also included a position turnover analysis involving 350 employees assessing the impacts at the process level involving over 800 activities performed to administer enforcement and compliance in accordance with County, State, and Federal land development laws. Strategies to promote the introduction and adoption of performance measures were featured along with stakeholder change management techniques to promote adoption of the processes identified.

Des Moines, IA, Assessment & Business Systems Replacement (Completed May 2018): Project Manager overseeing the business needs to replace the City's 20-year old Accela Tidemark information system serving 12 departments and 30 business units. Des Moines' 7% is annual permitting activity growth coupled with being the nucleus of the fastest growing metro region in the Midwest in terms of population, GDP, and jobs in 2016. Over 70 Community Development staff engaged in the project were using 49 different business systems to serve the public. The project resulted in significant process streamlining with 28 systems identified for replacement. The City's GIS integration was supported to provide a single point of entry for addresses within GIS which would automatically validate all addresses used in the replacement permitting solution.

City of St. Charles, IL, Enterprise Application Assessment Project (Completed August 2016) | EAM/CD Assessment and Requirements Definition Project (Completed July 2017)

Project manager and lead consultant for an enterprise applications assessment (EAA) of the City's enterprise applications and related systems involving the City's financial, human resources, utility billing, asset management, and permitting/inspection activities. The assessment included a current system total cost of ownership analysis, identification of alternatives for replacing systems, and the development of a financial analysis to produce a return on investment (ROI) calculation for three approaches to update the City's existing applications environment. A second, separate project included an assessment and business requirements development for Community Development (permitting, licensing, and inspection) and Enterprise Asset Management (work order management) to strategically optimize and align the City's technology, practices, and resources.



Alex Jones

Lead Consultant: EnerGov Implementation Management Services

Summary of Experience

Alex has 4 years of technology consulting experience. Prior to working for Plante Moran, Alex worked as a data conversion consultant servicing private sector clients in the manufacturing industry to be engaged before, during, and post go live to ensure data integrity as they converted data from their enterprise legacy systems to desired target ERP system(s). His experience involved client interviews to develop specs and requirements, process mapping, data cleansing, developing test scripts, overseeing end user acceptance testing, and post go live support.

With Plante Moran, Alex has serviced a variety of municipal clients with process discovery and current state assessment, RFP development, solution evaluation and selection, and post implementation assessments with a primary focus on Land Management, ERP and Document Management Solutions. During these engagements, he plays a fundamental part in engaging with the client to understand current business needs, identifying process inefficiencies and functional gaps, collaborating with the client to develop comprehensive functional system requirements to be summarized in a request for proposal (RFP) document.

Education

Bachelor of Science in Applied
Engineering Sciences
Supply Chain Management
Specialization
Michigan State University

Selected Key Clients

- Borough of State College, PA
- City of Bend, OR
- City of Des Moines, IA
- City of Peoria, IL
- City of Sunnyvale, CA
- City of West Palm Beach, FL
- Collier County, FL

Recent and Relevant Project Experiences

City of North Miami Beach, FL – EnerGov Implementation (In Progress)

The City of North Miami Beach is in the process of implementing EnerGov 2019 after the first attempt was put on hold in 2016. Alex serves as the primary third party consultant to ensure a successful implementation and desired functionality from the City is being met. Responsibilities include:

- Requirements gathering from all departments
- Facilitating weekly status meetings to ensure City & vendor are owning project activities
- Identifying functional gaps during configuration and testing and organizing meetings with EnerGov consultants & City end-users to confirm understanding of proposed functionality
- Develop testing resources including a testing plan, EnerGov testing log to efficiently manage testing process and escalate issues to EnerGov consultants
- Review budget reports, invoices and budgeted vs. actual hours to ensure proposed services are being delivered

City of Bend, OR – LEAP IIPA Process Mapping (Spring 2018)

In support of the Leading Effective Applications and Processes (LEAP), Alex was one of 2 project consultants servicing the City in their Integrated Inspections and Permitting Applications (IIPA) Business Process mapping initiative. Alex was primarily responsible for following Project Activities and tasks:

- Developing and maintaining project administration tools, including project charter, project plan, interview schedule and interview questionnaires
- Facilitating process discovery discussions, mapping out end-to-end fundamental business processes and identifying process inefficiencies

- Facilitating process validation sessions, working with the City to finalize current state process maps and confirm recognized process inefficiencies
- Engineering future state “To-Be” process maps based on the City’s current inefficiencies, desired functionality, and best practice considerations
- Develop and present best practice presentation summarizing similar municipalities utilizing best practice techniques and tools and how they can be applied to the City in a future environment

Borough of State College, PA ERP Assessment

Tyler Munis was selected and implemented by the Borough in 2014. 4 years later, the Borough found themselves with outstanding modules to be implemented, only a few members of the original project team, minimal documentation and no support from their Tyler account rep. Alex was part of a 2 person team to provide consulting services to assess their current state and provide a recommendation to utilize Tyler instead of procuring a new ERP. Key activities involved in this engagement were:

- Review contract to identify modules being paid for but not yet implemented or utilized by the Borough
- Facilitated onsite discussions to assess current state processes, process inefficiencies, desired training, outstanding help desk tickets, and desired functionality

Develop report summarizing current state environment, a recommendation to utilize their current ERP, with a plan including specific milestones and activities to achieve our recommendation.

Scope of Services

Plante Moran's project management advisory services can be scaled and refined to support the City's needs. We begin by reviewing the contract documents including the master licensing and services agreement and the investment summary to understand the scope objectives set forth. It is assumed the City will assume responsibility for all final decisions and will be supported by Plante Moran's project management team.

Implementation Management Roles

There are a variety of roles that we can fulfill on the City's EnerGov implementation that is dependent on the following variables:

- Scope of solution and services selected by City
- Availability of City staff and vendor staff
- Expiration date of current maintenance contracts
- City's desired implementation approach (i.e., phased versus "big bang")
- Complexity of implementation (e.g., high number of interfaces, extensive data conversion, etc.)
- Availability of budgeted funds to allocate necessary resources for each project phase
- Complexity of the implementation plans including budget, timing and dependencies for City
- Strength of the communications to review progress and discuss project issues
- Ability to enforce project management and control procedures

Each of these options and the estimated time commitment is provided below and can be scaled based on the City's needs.

Role	Role Description	Time Commitment
Pre-Implementation Assistance Roles		
Pre-Implementation and Initial Project Planning Assistance	Provide pre-implementation planning assistance and assistance prior to and during the early stages of system implementation to ensure that project management processes, procedures, tools and templates are implemented and will be used effectively.	60 - 80 hrs
On-Going Implementation Assistance Roles		
Overall Project Manager	Act as the client project manager during the implementation.	.40 - .60 FTE
Co-Project Manager	Together with the City's Project Manager, track and confirm that action items and homework are completed on time. Approve all invoices while tracking and reporting the monthly project budget. Ensure that the project adheres to the timeline and avoid scope creep. Provide contract compliance support.	8-12 hours / week

Based on our discussions with the City we are proposing the following responsibilities for each of the three major project management phases of the project to provide the most value to the City.

Pre-Implementation and Initial Project Planning Phase Activities

At the initiation of the project, activities will be performed to ensure a solid foundation for moving forward has been established. Specifically, the types of project initiation and phase transition activities to be performed are listed below.

- Assist in the development of an EnerGov Statement of Work (SOW) that defines the parameters around the EnerGov phase of the City's Tyler implementation.
- Review and analyze the implementation plan submitted by Tyler's EnerGov project team and present recommendations to the EnerGov project manager as to acceptability, timeline, staffing impact, budgetary and other considerations.
- Review and assess associated subsidiary plans (e.g. resource, communication, risk, data conversion, interface, etc.).
- Assist in the development of a project charter defining stakeholder roles and responsibilities, project scope, identify risks, and communications plan.
- Prepare stakeholder engagement strategy and communications plan.
- Assist in the development and deployment of project templates and tools.
- Establish collaboration centers to effectively track and store project documents and artifacts.

Activities	Deliverables	
3.1 Project initiation and implementation planning support services	• Project organizational chart • Roles and responsibilities matrix • Project charter • Scope statement • Stakeholder impact matrix • Implementation lessons learned • Client success characteristics • Project issues, risks, and decisions tracking log • Stakeholder communications plan	• Project management plan • Review of vendor WBS • Project schedule mgt plan • Project timeline • Project deliverables tracking • Stakeholder roles and responsibilities matrix • Budget monitoring tool • Project change control procedures

On-Going Implementation Assistance Activities

At this stage, the EnerGov project migrates to an execution and controlling focus where the majority of activities and time will be spent managing the implementation of the new land management solution. Plante Moran would anticipate the following activities being performed by the City during the implementation phase of the project. Plante Moran would coordinate and provide advice regarding these typical implementation activities in conjunction with the EnerGov Project Manager. Our involvement would be to assist and coach the City's Project Manager during this phase of the project and be on-site for times when the EnerGov resources are on-site.

Activities	Deliverables	
Project execution and control support services execution and control support services	• Defined hardware, applications, and database configuration environment reviews • Project status reports • Updates to communications, schedule, risks, decision logs/plans • Training curriculum reviews	• Application and service tracking • Client deployment process • Meeting minutes • Updates to process diagram and procedure updates • EnerGov invoice reviews • Data conversion maps and analytics strategies and go-live checklist

Project Closing and Post Implementation Support

After the EnerGov go-live, the project will transition to a project closing and transition to support task in which much of the time will be spent on resolving go-live issues and transitioning from an implementation to an on-going operational state of the system. The transition from the implementation phase to an operational state the system should be considered a process and not an event. The following activities are essential to complete the transition to system operational go-live.

- Provide assistance in tracking and resolving post go-live issues.
- Summarizing the accomplishments of the project, including lessons learned.
- Transferring documentation and knowledge.
- Identifying post-implementation team activities and develop a post-implementation plan.

The table below outlines project closing and post-implementation support phase activities. The primary support role represents the party(s) accountable for performing the activity and delivering the expected results. The advisory support role represents the party(s) advising the designated, primary support party.

Activities	Deliverables	
Project closing and post implementation support	• Post-implementation plan • Transition plan • Post-implementation process and system audit	• Ongoing system support procedures • Go-live cutover checklist • Documentation of lessons learned and strategies for future knowledge transfer

Project Fees and Timing

Based on our discussions with the City, we are estimating our activities for each of the above project management phases and hours estimates to support the City in each of these phases to be as follows. These services are provided at a blended billing rate of \$225/hr that is inclusive of all travel and incidental expenses.

Phase	Duration	Hours	Fees
Pre-Implementation and Initial Project Planning	Jan – Feb 2020	60 hrs	\$13,500
On-Going Implementation Assistance	Mar – Dec 2020	30 hrs/mo = 300 hrs	\$67,500
Project Closing and Post-Implementation Support	Jan – Feb 2021	40 hrs	\$ 9,000
Totals:		400 hrs	\$90,000

Based on the above hours and blending billing rate, we are projecting a total non-to-exceed fee of \$90,000. At the start of the project we will prepare an hours tracking spreadsheet that will project our hours over the life of the project. On a monthly basis we will report out our actual hours incurred for the previous month and on a cumulative basis so as to provide visibility to the City as to how our hours are being consumed. We will bill the City monthly based on the hours incurred in the previous month. We will not exceed the above hours unless mutually agreed to and approved in advance by the City through a formal change order.

Professional Services Agreement – Consulting Services Addendum to Plante & Moran, PLLC Engagement Agreement

This Professional Services Agreement is part of the engagement agreement for our consulting services dated January 8, 2020 between Plante & Moran, PLLC (referred to herein as “PM”) and City of Paducah, KY (referred to herein as “CITY”).

- 1. Management Responsibilities** – The consulting services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, CITY acknowledges that CITY is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM’s engagement. CITY has designated Michelle Smolen, Assistant City Manager, to oversee the services PM will provide.

CITY represents and warrants that any and all information that it transmits to Plante Moran will be done so in full compliance with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). CITY shall not disclose personal data of data subjects who are entitled to certain rights and protections afforded by applicable federal, state, and foreign privacy and data protection laws (“Personal Data”) to PM without prior notification to PM. CITY shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

Prior to commencement of the services, PM agrees that it shall apply for a business license as required by the City of Paducah and shall maintain such license for the term of this agreement and any extension thereof.

- 2. Nature of Services** – PM’s project activities will be based on information and records provided to PM by CITY. PM will rely on such underlying information and records and the project activities will not include audit or verification of the information and records provided to PM in connection with the project activities.

The project activities PM will perform will not constitute an examination or audit of any CITY financial statements or any other items, including CITY’s internal controls. Additionally, this engagement will not include preparation or review of any tax returns or consulting regarding tax matters. If CITY requires financial statements or other financial information for third-party use, or if CITY requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, CITY agrees not to associate or make reference to PM in connection with any financial statements or other financial information of CITY. In addition, PM’s engagement is not designed and cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, PM will inform you of any such matters that come to PM’s attention.

3. **Vendor Selection** – Unless expressly agreed to in writing by Plante Moran, Plante Moran does not conduct independent due diligence activities regarding potential vendors that may respond or have responded to CITY’s request for proposals. Plante Moran’s role relative to due diligence activities is limited to assisting CITY develop and/or follow a process by which CITY participates in due diligence activities that are designed to evaluate vendors and solutions against CITY’s decision criteria. Plante Moran’s assistance in this regard is designed to help the CITY execute a selection methodology that is consistently and fairly applied to all vendors involved in the bid process. It is CITY’s responsibility to assess, evaluate, and weigh the results of the due diligence activities CITY conducts, and CITY is ultimately responsible for making and accepting responsibility for the decision it makes relative to vendor and solution selection.
4. **Project Deliverables** – At the conclusion of PM’s project activities and periodically as PM progress, PM will review the results of its work with CITY and provide CITY with any observations related to PM’s services that PM believes warrant CITY’s attention. PM also will provide CITY with copies of analyses or other materials that PM may develop in the course of this engagement upon CITY’s request. PM will not issue a written report as a result of this engagement and CITY agrees that the nature and extent of the work product that PM will provide, as outlined in this agreement, are sufficient for CITY’s purposes.
5. **Interactive Analyses and Visualizations** – In instances where PM expressly agrees in the accompanying agreement to provide interactive analyses or visualization tools (collectively, “Electronic Documents”) to CITY, such Electronic Documents will be provided in a format determined to be acceptable to PM. CITY acknowledges and agrees that CITY’s ability to access such Electronic Documents may require software programs that PM does not develop, license, or support, and CITY shall be solely responsible for the costs to obtain, use, or support any such required software. PM makes no representation or warranty with respect to such software or the continuing functionality of such software relative to the Electronic Documents and disclaims any and all express or implied warranties if any, associated with such software, its merchantability, and/or its fitness for any particular use by CITY.

If and to the extent provided by PM, Electronic Documents are provided solely for the purpose of supporting the project deliverables and are to be used only as expressly described in and authorized by the project deliverables. PM disclaims any responsibility for any use of the Electronic Documents that is not expressly provided for in and authorized by the project deliverables. Further, CITY acknowledges that CITY is solely responsible for evaluating the adequacy and accuracy of any results generated through the use of Electronic Documents. PM will have no responsibility to support or update the Electric Documents for any events or circumstances that occur or become known subsequent to the date of their corresponding project deliverables.

CITY acknowledges that PM may utilize proprietary works of authorship that have not been created specifically for CITY and were conceived, created, or developed prior to, or independent of, this engagement including, without limitation, computer programs, methodologies, algorithms, models, templates, software configurations, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records, and documentation (collectively, “PM Intellectual Property”). CITY agrees and acknowledges that PM Intellectual Property is and shall remain solely and exclusively the property of PM.

Upon payment for the engaged services, to the extent that PM incorporates PM Intellectual Property into the Electronic Documents (which PM shall do only as expressly provided for in the accompanying

agreement), PM grants to CITY a limited royalty-free, nonexclusive, right and license to use such incorporated PM Intellectual Property for internal purposes only and in the original format. CITY agrees not to copy, publish, modify, disclose, distribute, decompile, reverse engineer, or create derivative works based on PM Intellectual Property. Notwithstanding the foregoing, in no event will PM be precluded from developing for itself or for others, works of authorship which are similar to those included in the project deliverables.

If and to the extent PM shares information obtained from third-party data sources with CITY, CITY agrees not to (i) disclose or redistribute any such third-party data to third parties without the express written consent of PM; or (ii) attempt to extract, manipulate, or copy any embedded or aggregated third-party data from the Electronic Documents for any purpose.

- 6. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of CITY, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to CITY. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use, and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of CITY.

In the interest of facilitating PM's services to CITY, PM may communicate or exchange data by internet, email, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, CITY recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both CITY and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform CITY in a timely manner of such request and to cooperate with CITY should CITY attempt, at CITY's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to CITY as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are

designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon CITY's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. CITY acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

- 7. Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist PM with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for CITY. In order to enable these third-party service providers to assist PM in this capacity, CITY, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of CITY's information, including tax return information, to such third-party service providers, including affiliates of PM outside of the United States, if and to the extent such information is relevant to the services such third-party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. CITY's consent shall be continuing until the services provided for this engagement agreement are completed.
- 8. Third-Party Data** – PM may reference third-party data sources in performing the services described in the agreement. Third-party data may include publicly available data, commercially available data licensed to PM, or information obtained from other sources. PM will use its judgment, discretion, best efforts, and good faith in evaluating the use of third-party data sources, but does not warrant or guarantee the accuracy, completeness, or timeliness of any data obtained from third-party data sources and disclaims any liability arising out of or relating to the use of data from third-party data sources. CITY acknowledges that any commercially available third-party data sources referenced by PM are licensed to PM and PM's ability to share information obtained from commercially available third-party data sources is often restricted by the terms of use granted to PM by the licensor and, unless expressly set forth in the accompanying agreement, PM makes no representation or warranty that CITY will have access to data obtained from third-party data sources. If and to the extent PM shares information obtained from third-party data sources with CITY, CITY agrees not to disclose or redistribute any such third-party data to third parties without the express written consent of PM. This agreement does not convey to CITY a sublicense to any third-party data source unless expressly agreed to in writing and signed by a duly authorized representative of PM. However, nothing herein shall prevent CITY from directly contracting with or obtaining a license from any third-party data source if CITY determines, in its sole discretion, that any such direct contract or license to be in its best interest.

- 9. Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees (“Fee Quotes”), these Fee Quotes are based on CITY personnel providing PM staff the assistance necessary to satisfy CITY responsibilities under the scope of services. This assistance includes availability and cooperation of those CITY personnel relevant to PM’s project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM’s Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM’s work is rescheduled at the City’s request or requirement, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM’s work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work at the request or requirement of the City. The City shall not be responsible for any additional costs incurred due to rescheduling of the work at the request or requirement of PM.

PM will advise CITY in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

- 10. Payment Terms** – PM’s invoices for professional services are due upon receipt unless otherwise specified in the agreement. In the event any of PM’s invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM’s sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM’s consulting work. CITY agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
- 11. Fee Adjustments** – Any fee adjustments for reasons described in this agreement will be determined based on the actual time expended by PM staff at \$225/hr, and included as an adjustment to PM’s invoices related to this engagement. CITY acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
- 12. Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a “Force Majeure Event”). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.

- 13. Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM’s gross negligence or willful misconduct, the liability of PM and any of PM’s officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved allied third-party service providers (collectively, “PM Persons”) for any and all claims, losses, costs, and damages of any nature whatsoever is limited so that the total aggregate liability of the PM and/or the PM Persons with respect to and arising out of the services provided hereunder shall not exceed the total fees paid to PM for the services provided in connection with this engagement agreement. It is agreed that these limitations on PM’s and the PM Persons’ maximum liability are reasonable in view of, among other things, the nature, scope, and limitations of the services PM is to provide, and the fees PM is to receive under this engagement. In no event shall the PM or the PM Persons be liable, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. The exclusion of certain damages as set forth in this Section apply to any and all liabilities or causes of action against PM and/or the PM Persons, however alleged or arising, unless and to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this engagement agreement expressly identified multiple phases of services, the total aggregate liability of PM shall be limited to no more than the total amount of fees received by PM for the particular phase of services alleged to have given rise to any such liability.

- 14. Defense, Indemnification, and Hold Harmless** – As a condition of PM’s willingness to perform the services provided for in the agreement, CITY agrees to defend, indemnify, and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity, and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.
- 15. Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving CITY but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, CITY agrees to compensate PM for the affected PM staff’s time at such staff’s current hourly rates, and to reimburse PM for all of PM’s out-of-pocket costs incurred associated with PM’s response unless otherwise reimbursed by a third party.
- 16. Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM’s services will cease and PM’s engagement will be deemed to have been completed. CITY will be obligated to compensate PM for all time expended and to reimburse PM for related costs PM incurs through the date of termination of this engagement.
- 17. Time Limits** – Except for actions to enforce payment of PM’s invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.

-
- 18. Entire Agreement** – This engagement agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
- 19. Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 20. Conflicts of Interest** – PM’s engagement acceptance procedures include a check as to whether any conflicts of interest exist that would prevent PM’s acceptance of this engagement. No such conflicts have been identified. CITY understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of CITY.
- 21. Agreement Not to Influence** – CITY and PM each agree that each respective organization and its employees will not endeavor to influence the other’s employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. CITY agrees that PM employees are not “contract for hire.” PM may release CITY from these restrictions if CITY agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at \$225/hr hourly rate] for the PM employee.
- 22. Signatures** – Any electronic signature transmitted through DocuSign or manual signature on the agreement transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
- 23. Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Kentucky, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Kentucky.

End of Professional Services Agreement – Consulting Services

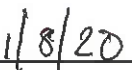
Agreed and Accepted

We accept this proposal and the accompanying Professional Services Agreement, which sets forth the entire agreement between the City of Paducah, KY and Plante & Moran, PLLC with respect to the services specified in the "Scope of Services" section of this proposal. This agreement may be amended by written agreement between Plante & Moran, PLLC and the City of Paducah, KY.

Plante & Moran, PLLC



Mr. E. Scott Eller, Partner



Date

City of Paducah, KY

Mayor Brandi Harless

Date

We look forward to working with you.
Please contact us with any questions.



Scott Eiler

Engagement Partner

Scott.Eiler@plantemoran.com

Direct: 248.223.3447

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Project Manager

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CITY MANAGER'S OFFICE
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PADUCAH, KY 42001 • (270) 444-8503

MEMORANDUM

TO: Board of Commissioners

FROM: James Arndt, City Manager
Michelle Smolen, Assistant City Manager

DATE: January 8, 2020

RE: Plante Moran Non-Competitive Determination

The City of Paducah is proposing to enter into a professional services contract with Plante Moran for technical assistance with the implementation of the Energov Codes and Permitting software. The contract is structured to not exceed \$90,000. This contract is for professional services and will be a noncompetitive negotiation purchase pursuant to KRS 45A.380(3).

Agenda Action Form

Paducah City Commission

Meeting Date: January 28, 2020

Short Title: Amend Code of Ordinances Section 70-52 to Add One Additional Member to the Brooks Stadium Commission - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt, Lindsay Parish, Claudia Meeks
Presentation By: James Arndt

Background Information: The City of Paducah established the Brooks Stadium Commission to promote the full use of the Brooks Stadium facilities and adjacent properties as it deems in the best interest of the public. The Brooks Stadium Commission has made recommendation to the Board of Commissioners of the City of Paducah to increase by one the number of members appointed to the Brooks Stadium Commission.

In order to add an additional member to the Brooks Stadium Commission, it is necessary to amend Section 70-52 of the Code of Ordinances. This action will increase the total number of Brooks Stadium Commission members to ten (10). This action also removes the voting rights of the Brooks Stadium Commission President except to cast the deciding vote in the case of a tie.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: To approve an ordinance amending Section 70-52 of the Paducah Code of Ordinances to increase the number of members of the Brooks Stadium Commission from nine (9) to ten (10) and to remove the voting rights of the President of the Commission except to cast the deciding vote in the case of a tie.

Attachments:

1. Ordinance

ORDINANCE NO. 2020-____ - _____

**AN ORDINANCE AMENDING CHAPTER 70, ARTICLE III
“BROOKS STADIUM COMMISSION” OF THE CODE OF ORDINANCES OF
THE CITY OF PADUCAH, KENTUCKY**

WHEREAS, the City of Paducah established the Brooks Stadium Commission to promote the full use of the Brooks Stadium facilities and adjacent properties as it deems in the best interest of the public; and

WHEREAS, the Brooks Stadium Commission has made recommendation to the Board of Commissioners of the City of Paducah to increase by one the number of members appointed to the Brooks Stadium Commission; and

WHEREAS, the City Commission now wishes to act upon the recommendation of the Brooks Stadium Commission.

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

SECTION 1. That the City of Paducah, Kentucky, hereby amends Chapter 70 of the Paducah Code of Ordinances by amending the following section:

Sec. 70-52. - Composition; appointment of members.

The Brooks Stadium Commission shall consist of [~~nine (9)~~] ten (10) members who shall be appointed by the Mayor with the approval of a majority of the members of the Board of Commissioners. One (1) of the [~~nine (9)~~] ten (10) members shall be appointed from the Board of Commissioners of the City. In addition, the Director of [~~Parks Services~~] the Parks and Recreation Department shall serve as an ex officio member of the board, but shall not have any voting rights. The President of the Brooks Stadium Commission may participate in Commission proceedings, but shall not have a vote, except that the President may cast the deciding vote in case of a tie.

SECTION 2. The provisions of this ordinance are severable. If any provision, section, paragraph, sentence or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of this ordinance, it being

the legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independent of each other.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 14, 2020

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\70-52 Brooks Stadium Commission

Agenda Action Form

Paducah City Commission

Meeting Date: January 28, 2020

Short Title: Approve Fuel Contract for 2020-2021 - **R MURPHY**

Category: Ordinance

Staff Work By: Randy Crouch, Debbie Collins

Presentation By: Rick Murphy

Background Information: On January 9, 2020 sealed bids were received for the City of Paducah's requirement of Fuel Contract for the 2020 and 2021 calendar years with two additional one-year renewal options if agreed by both parties. JSC Terminal, LLC dba Mid West Terminal submitted the only bid and upon review was found to be responsive in accordance with the specifications. JSC submitted a bid price of a daily adjustment of \$0.12 per gallon above the Oil Price Information Service (OPIS) for all three fuels required: Gasoline (87 Octane), Diesel Fuel (Grade #2) and Diesel Fuel Off-Road (High Sulfur). Also, \$.04 above OPIS for ValTec Marine Gasoline Additive and ValTec Premium Diesel Additive Biograde Microbiocide.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: To receive and file the bid submitted for the City of Paducah's requirement of Fuel for the 2020 and 2021 calendar years with two additional one-year renewal options, if agreed by both parties; and to adopt an Ordinance authorizing the Mayor to enter into a contract with JSC Terminal, LLC dba Mid West Terminal for the supply of Fuel with a daily adjustment of \$0.12 per gallon above the Oil Price Information Service (OPIS) for all three fuels required by the City: Gasoline (87 Octane), Diesel Fuel (Grade #2) and Diesel Fuel Off-Road (High Sulfur). Also, \$.04 above OPIS for ValTec Marine Gasoline Additive and ValTec Premium Diesel Additive Biograde Microbiocide.

Attachments:

1. Ordinance
2. Fuel Agreement 2020-2021
3. Fuel Contract Bid Documents 2020-2021

ORDINANCE NO. 2020-____ - _____

AN ORDINANCE ACCEPTING THE BID OF JSC TERMINAL, LLC,
D.B.A. MID WEST TERMINAL FOR THE CITY'S FUEL SUPPLY FOR THE 2020
AND 2021 CALENDAR YEARS, AND AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of JSC Terminal, LLC,
d.b.a. Mid-West Terminal dated January 9, 2020, for the City's purchase of gasoline (87
Octane), diesel fuel (Grade #2), and diesel fuel off-road (High Sulfur) at a price of \$0.12
per gallon above OPIS (Oil Price Information Service), as well as ValTec Marine
Gasoline Additive and ValTec Premium Diesel Additive Biograde Microbiocide at a
price of \$0.04 above OPIS for the calendar years 2020 and 2021, said bid being in
substantial compliance with the bid specifications.

SECTION 2. The Mayor is hereby authorized to execute a contract
between the City of Paducah and JSC Terminal, LLC, for the City's fuel supply as set out
in Section 1 above. Said contract is in substantial compliance with bid specifications,
advertisement for bids, and bid of JSC Terminal, LLC, dated January 9, 2020, for a term
of two years and contains an option to renew at the same terms for two additional one-
year periods if both parties agree.

SECTION 3. This expenditure shall be charged to various accounts.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 28, 2020

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by the Paducah Sun, _____

\\ord\pworks\contract-fuel 2020-2021

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

AGREEMENT - CITY OF PADUCAH'S FUEL SUPPLY 2020-2021

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **JSC Terminal, LLC dba Midwest Terminal**, hereinafter called the **VENDOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE

The Vendor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the procurement of the **City of Paducah's Fuel Supply for 2020-2021**. The Fuel supplied shall be in accordance with this Agreement, Specifications and any Addendum(s) issued.

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

ARTICLE 2. CONTRACT TIME

This Contract shall be binding upon the City and the Vendor, his partners, successors, assigns, and legal representatives for 2020 calendar year and the 2021 calendar year ending December 31, 2021. Neither the City nor the Vendor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

The term of the contract may be renewable for TWO additional one-year terms, ending December 31, 2022 and December 31, 2023 consecutively, upon the mutual agreement of both parties. The City Engineer-Public Works Director, acting as agent for the Owner, shall determine, in his sole discretion, the option to renewal. If agreed, this renewal option will be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The City reserves the right to purchase Fuel at the quoted prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the Vendor be bound to supply Fuel at the contract prices past the given contract end date.

ARTICLE 3. CONTRACT PRICES

The Owner shall pay the Vendor for Fuel at the rates listed below, allowing for the adjustment of the Oil Price Information Service (OPIS) daily, as quoted in the Bid Proposal by the Vendor dated January 8, 2020, which shall constitute full compensation for the procurement authorized herein:

- | | |
|--|--------------------|
| 1. Gasoline - 87 Octane: | \$ 0.12 above OPIS |
| 2. Diesel Fuel - Grade No. 2 Fuel: | \$ 0.12 above OPIS |
| 3. Diesel Fuel - Off Road - High Sulfur: | \$ 0.12 above OPIS |
| 4. ValvTect Marine Gasoline Additive and ValvTect Premium Diesel Additive with Bioguard Microbiocide | \$ 0.04 above OPIS |

ARTICLE 4. REQUESTS FOR PAYMENT

The Vendor will be required to submit each month, and no more than once a month, a properly completed Invoice in accordance with all of the provisions stated within the Specifications. Additionally, the Vendor shall submit official documentation of the Oil Price Information Service (OPIS) to justify the daily Fuel Prices charged on the Invoice. Upon receipt of a properly completed Invoice and all required documentation, the Owner agrees to make Payment within Thirty (30) days of the submitted Invoice. The Owner reserves the right to withhold any of all payments or portions thereof if the Contractor fails to perform in accordance with the provisions of the contract or any modifications thereto.

ARTICLE 5. THE CONTRACT DOCUMENTS

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

ARTICLE 6. GOVERNING LAW

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

ARTICLE 7. THE CONTRACT DOCUMENTS

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

IN WITNESS WHEREOF:

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Brandi Harless, Mayor

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

ENGINEERING-PUBLIC WORKS DEPARTMENT

Fuel Contract for 2020-2021 (RE-BID)

BID OPENING: Thursday, January 9, 2020, 2:00 p.m., CST

No.	Official Bidder - Company/Business Name	Name of Person Picking up Specs/Plans	Mailing Address	Business Phone Number	Fax Number	E-Mail Address
1	Ferrellgas	Tori Davis	7500 College Blvd, Suite 1000 Overland Park, KS 66210	913-661-1509	913-661-1517	toridavis@ferrellgas.com via email 1/2/2020 @ 12:10 SC
2	Mid West Terminal	Cheryl Bangus	725 N 5th St Paducah, Ky 42001	270-408-4408	270-444-6224	cherylb@jcsky.com via email 1/2/2020 @ 4:17pm SC
3						
4						
5						
6						
7						
8						
9						
10						

ADVERTISEMENT FOR SEALED BIDS

The City of Paducah, Engineering-Public Works Department will receive sealed bids for the City of Paducah's re-bid Fuel Contract for 2020-2021 at 2:00 P.M., Thursday, January 9, 2020. All bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky. Copies of the specifications may be obtained at the office of the Engineering-Public Works Department located in City Hall. More information regarding this project may be found at the City of Paducah's website: www.paducahky.gov under Request for Bids.

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Engineering-Public Works Department will receive sealed bids for the City of Paducah's re-bid **Fuel Contract for 2020-2021** at 2:00 P.M., Thursday, January 9, 2020. All bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky.

OBTAINING CONTRACT DOCUMENTS:

Copies of the specifications may be obtained at the office of the Engineering-Public Works Department located in City Hall.

BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be given to the **responsible bidder** who submits the **responsive bid of the Lowest Evaluated Bid in accordance with the specifications.**

CONTRACT TIME

The contract shall be binding upon the City and the Vendor, his partners, successors, assigns, and legal representatives for the **2020** calendar year and the **2021** calendar year ending **December 31, 2021**. The term of the contract may be renewable for **TWO additional one-year terms**, upon the mutual agreement of both parties. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure that employees and applicants for employment are not discriminated against because of their race, religion, color, sex national origin, age or disability.

DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All contractors and subcontractors doing business for the City of Paducah shall adhere to this policy.

OWNER'S RIGHTS RESERVED

The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Project Specifications.

CITY OF PADUCAH**ENGINEERING-PUBLIC WORKS DEPARTMENT****FUEL CONTRACT FOR FY 2020-21 - Re-Bid****LOWEST EVALUATED BID****BID OPENING: Jan 9, 2020**

OFFICIAL BIDDER OF RECORD:	MidWest Terminal		
Gasoline - 87 Octane	.12 above OPIS	\$	\$
Diesel Fuel - Grade No. 2 Fuel	.12 above OPIS	\$	\$
Diesel Fuel - Off Road High Sulfur	.12 above OPIS	\$	\$
ValTec Marine Gasoline Additive and ValTec Premium Diesel Additive Biocide Microbiocide	.04 above OPIS	\$	\$

REQUIRED DOCUMENTS:

1 Bid Bond - 5% of Bid	Yes		
Bidder's Required Certifications	Yes		
Compliance with Technical Specifications	Yes		

PREFERENCE TO KENTUCKY BIDDERS:

State Bidder is Resident	Kentucky		
If Not KY Resident - Preference given			
Addition Reciprocal Preference for KY Bidders	N/A		

Evaluation Score:	1000		
Responsive & Responsible Bidder:	Yes		
BID RECOMMENDED FOR ACCEPTANCE	Yes		

**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT
OWNER EVALUATION FORM**

PROJECT: FUEL CONTRACT 2020-2021

DATE: Jan 9 2020

BIDDER: MidWest Terminal

Grading Criteria:

Evaluate the Bidder's Criteria on a rated value scale:

0 = the lowest value to 10 = the highest value for each item listed below.

Rating x Weighted Percent = Criterion Score

The Sum of all Criterion Scores shall be the Owner's basis of the Bidder's Overall Score.

GRADING CRITERIA

NO.	CRITERIA ITEMS	RATING VALUE (0- 10)	WEIGHTED - PERCENT	CRITERION SCORE
1.	Compliance to all Terms	10	50	500
2.	Price	10	25	250
3.	Minimum of Two Fueling Stations	10	25	250
4.				
5.				
6.				
7.				
8.				
9.				

BIDDER'S OVERALL TOTAL SCORE 1000

PREFERENCE TO KENTUCKY BIDDERS

1. Bidder is a resident of the following state: Kentucky
2. If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: _____
3. Addition of any reciprocal preference for resident bidders: N/A

CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT
BID PROPOSAL - FUEL CONTRACT 2020-2021

Proposal of JSC Terminal, LLC dba Midwest Terminal
(hereinafter called Bidder), organized and existing under the laws of Kentucky
(state) and doing business as a corporation*, as
applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)

*Insert "A Corporation", A Partnership" or "An Individual"

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, materials, equipment, tools and services necessary for providing the City of Paducah's requirement of **FUEL for 2020-2021** in accordance with the specifications and other contract documents prepared by the City Engineering-Public Works Department, at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independent, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

Security in the sum of **Five Thousand Dollars (\$5,000.00)**, in the form of a Bid Bond or cashier's check, is submitted herewith in accordance with the Specifications. This Security is furnished to the Owner as a guarantee that the agreement will be executed and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned.

Bidder has submitted with this Bid Proposal the required signed and notarized Certifications as required by the laws of the Commonwealth of Kentucky. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

If Notice of Award is given to the Bidder within Sixty (60) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract in the prescribed form and submit a Certificate of Insurance within ten (10) days after the Contract is presented for signature.

CONTRACT TIME

The contract shall be binding upon the City and the Vendor, his partners, successors, assigns, and legal representatives for the **2020** calendar year and the **2021** calendar year ending **December 31, 2021**. The term of the contract may be renewable for **TWO additional one-year terms**, upon the mutual agreement of both parties. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

Bid prices shall begin upon execution of the contract. Said bid prices may be adjusted daily in accordance with the Oil Price Information Service (OPIS). Bids shall include sales tax and all other applicable taxes and fees. **The Contract time period will be a two (2) calendar-year contract with two additional one-year renewal options as further defined within the Specifications.**

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

BID PROPOSAL:

ITEM	DESCRIPTION	UNIT	NOTE: AT, ABOVE OR BELOW OPIS	FIXED UNIT PRICE
1.	Gasoline - 87 Octane	Gallon	<u>\$.12 above</u>	\$ <u>N/A</u>
2.	Diesel Fuel - Grade No. 2 Fuel	Gallon	<u>\$.12 above</u>	\$ <u>N/A</u>
3.	Diesel Fuel - Off Road - High Sulfur	Gallon	<u>\$.12 above</u>	\$ <u>N/A</u>
4.	ValvTect- Marine Gasoline Additive and ValvTect Premium Diesel Additive with Biogard Microbiocide	Gallon	<u>\$.04 above</u>	\$ <u>N/A</u>

GRADING CRITERIA

The Bidder is aware that the Owner will evaluate the Bids submitted based on the Criteria listed on the "Owner Evaluation Form - Section 00330" as included within the Specifications.

ADDENDUM

The undersigned hereby acknowledges receipt of the following Addenda (s) if provided:

Addendum No(s) N/A Dated N/A

ATTACHMENTS TO THE BID PROPOSAL REQUIRED:

1. Bid Bond in the amount of 5% of the bid.
2. Bidder's Required Certification Signed and Notarized.
3. All additional information as required within the Technical Specifications.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

Bidder is a resident of the following state: Kentucky

If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: N/A

BID DOCUMENTS:

Bid Documents including the Bid Guaranty, shall be enclosed in an envelope clearly labeled with the words "Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening," in order to guard against premature opening of the bid. Bids received late will be disqualified and returned to the sender unopened.

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: JSC Terminal/LLC dba Midwest Terminal/

BY: Cheryl Baugus DATE: 1/8/2020

TITLE: President/CEO

ADDRESS: 725 North Fifth Street
Paducah, KY 42001

PHONE: 270-442-0362 FAX: 270-444-6224

CELL PHONE: 270-201-0270 E-MAIL: cheryl6@jscopy.com

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 26-4086769

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: 0721581

CITY OF PADUCAH BUSINESS LICENSE NUMBER: 7844

**CITY OF PADUCAH, KENTUCKY
BIDDER'S REQUIRED CERTIFICATIONS**

The Bidder is hereby given notice that in accordance with the statutes of the Commonwealth of Kentucky, the Bidder is required to submit the following Certifications with the Bid Proposal. **Failure to comply with this requirement will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

1. NON-COLLUSION

The affiant does solemnly swear, under penalty of perjury under the Laws of the United States, that I, the undersigned Bidder, and/or any agents, officers, employees and/or subcontractors employed, or that may be employed for any activity covered by the above Project have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this Bid Proposal.

2. WORKERS' COMPENSATION AFFIDAVIT

The affiant does solemnly swear, under penalty of perjury pursuant to KRS 198B.060(10), that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project shall be in full compliance with Kentucky's requirements for Workers' Compensation Insurance according to KRS 342, and Unemployment Insurance according to KRS Chapter 341.

The affiant acknowledges that failure on the affiant's part to comply with the foregoing assurances can result in a fine not to exceed four thousand dollars (\$4,000.00) or an amount equal to the sum of all uninsured and unsatisfied claims that might be prosecuted under the provisions of KRS 342 or unemployment insurance claims that might be prosecuted under the provisions of KRS 341, whichever is greater.

3. CAMPAIGN FINANCE LAWS

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project have not knowingly violated any provisions of the Campaign Finance Laws of the Commonwealth of Kentucky; and that the award of a Contract to the Bidder or the entity in which he/she represents will not violate any provisions of the Campaign Finance Laws of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

4. KRS 45A.343

The affiant does solemnly swear, under penalty of perjury, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are fully aware of the requirements and penalties outlined in KRS 45A.343 requiring the following:

- (a) the Contractor and all Subcontractors performing the work under the Contract to reveal any final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and that
- (b) the Contractor and all Subcontractors performing the work under the Contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contractor.

Failure to reveal a final determination of a violation or to comply with the statutes for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts for a period of two (2) years.

5. KY DEPT OF REVENUE

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

6. TAXES AND FEES

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are not delinquent on any State, City or County taxes or fees owed to the Commonwealth of Kentucky, The City of Paducah, or any other governmental agency and will remain in good standing for the duration of any contract awarded.

Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky is reasonably relying upon these statements in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds, and other available remedies under law.

Signature: Cheryl Baugus
Printed Name: Cheryl Baugus
Title: President/CEO
Company: JSC Terminal LLC, dba Midwest Terminal
Date: 1/8/2020

STATE OF Kentucky)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged before me this 8th day of January, 2020 by Cheryl Baugus, President/CEO (title) of JSC Terminal, LLC (Name of Company).

My commission expires: May 28th, 2021

Darrell Shap 10#
Notary Public, State at Large 578676

SEAL



TECHNICAL SPECIFICATIONS FOR FUEL and Compliance with Technical Specifications Form

The City of Paducah Fleet consists of approximately 250 different types of road vehicles that use gasoline and diesel fuel. Most vehicles will need access to fueling facilities located throughout the City; others may require on-site delivery. The vehicles include, but are not limited to automobiles, pickup trucks, small to mid-size tractors, backhoes, wheel loaders, dump trucks, road graders and large Class 8 solid waste refuse collection trucks. The approximate annual fuel usage is as follows: 87 Octane Gasoline - 118,000 gallons; #2 diesel - 91,000 gallons and Off-Road (high-sulfur) diesel - 10,000 gallons.

The Bidder is required to accurately and fully complete this "Compliance with Technical Specifications" form and submit with the Bid Proposal. Bidder shall indicate compliance with each Technical Item by marking "YES" or "NO" with a check mark to indicate if the item being bid is exactly as specified. If the item is **not** being bid as exactly specified, the "NO" column must be checked and a detailed description of the deviation shall be listed on a separate attached sheet.

Failure to accurately complete and submit the "Compliance with Technical Specifications" form, along with any and all deviations, shall be grounds for rejection of the bid. If no exceptions or deviations are shown, the bidder shall be required to furnish the material exactly as specified. The burden of proof for compliance with this specification shall be the responsibility of the bidder.

FUEL REQUIREMENTS:

	<u>YES</u>	<u>NO</u>
Provide fuels (gasoline, diesel, and off-road diesel) to the City (cents per gallon) at a set price above, equal or below Oil Price Information Service (OPIS). OPIS prices will be calculated on a daily basis. Verification of OPIS pricing shall be submitted with each monthly invoice.		☐
Gasoline shall be Octane 87 and shall conform in every aspect to the respective detailed requirements as listed in ASTM (American Society of Testing Materials) Standard D439-79.		☐
Diesel fuel shall be Grade No. 2 fuel and shall conform in every respect to the respective detailed requirements as listed in ASTM (American Society of Testing Materials) Standard D975-78. The octane rating shall be not less than 40.		☐
Off-road (high-sulfur) diesel fuel and shall conform in every respect to the respective detailed requirements as listed in ASTM (American Society of Testing Materials) Standard D975-78. The octane rating shall be not less than 40.		☐
The vendor shall provide the City with at least 15 days prior notice, in writing, before changing fuel suppliers.		☐

FUELING SITES:

YES

NO

A minimum of **TWO (2)** fueling locations are required within the City Limits. One site shall be on the North/East side of the City and one site shall be on the South/West side of town. All sites shall be equipped with electronic fuel dispensing and vehicle tracking equipment.

✓

Proposed Sites: 725 North Fifth Street (Midwest Terminal)
5941 Mike Smith Drive (Coad Toyota)

Attach list of additional Fueling Sites (if any)

At least one (1) suitable fueling site must have a back-up generator and be capable of operating 24 hours a day, 7 days a week including during emergencies (power outages, ice/snow storms, etc.). Location: 725 North Fifth Street

✓

Vendor shall deliver Off-road (high-sulfur) diesel fuel to the City's compost yard and any other locations requiring separate fueling. The City will provide a 12-hour notice for these services.

✓

Vendor shall deliver fuel to emergency vehicles during emergency situations within one (1) hour notice. Attach list of Emergency Alternate Sites available for fueling in emergency situations.
(see attached)

✓

ELECTRONIC AUTOMATED SYSTEM:

An Electronic Automation System for electronic fueling cards and electronic daily records as requested within these Specifications shall be in place at time of submittal of the Bid Proposal to qualify as a Viable Bidder. Failure of this requirement shall disqualify the Bidder.

✓

Furnish electronic fuel dispensing cards or electronically coded keys to the City at no charge. This shall consist of cards for each vehicle/equipment and a Pin ID # for each individual employee. A one card system will be accepted if there are significant means of security provided through a pin number or other means.

✓

Additional cards/keys will be made available within 24 hours of request. Selected Vendor shall provide the City with a contact name and phone number for additional cards.

✓

Electronic System to accommodate hour meter readings.

✓

Electronic System to accommodate odometer readings.

✓

REPORT REQUIREMENTS:

YES **NO**

Provide an electronic daily fuel report in a format that can be directly imported into the City's H.T.E. AS/400 automated system. The City will provide a sample report showing the formatting parameters and data to be collected. Vendors will demonstrate the ability to provide these reports and the ability for information to be integrated successfully into the City's automated system prior to the award of the contract.

✓

Provide daily accounting of City fuel purchases, through an automated computer system, for the previous day Monday through Thursday. Friday and weekend transactions will be provided on Monday.

✓

Furnish the City with a monthly summary and analysis of the City's fuel use for the period. This report shall list the following information separately for each department and required cost centers identified by the City: vehicle tracking, personnel tracking, location tracking, quantity, and pricing.

✓

The City shall not be charged federal, state or local taxes as allowed under current laws. The Vendor shall process all paperwork associated with the federal excise taxes exemptions for the City.

✓

Transient Dock

Vendor shall provide ValvTect Marine Gasoline Additive and ValvTect Premium Diesel Additive with Bioguard Microbiocide

✓

Vendor shall agree to maintain its ValvTect Tank Certification at no Additional cost to the owner, which shall include conducting the following Activities:

Independent laboratory testing to ensure there is no water in Gasoline storage tank.

Independent laboratory testing to ensure diesel bottom samples are free of microbiological contamination.

Listing of Paducah Transient Boat Dock as a ValvTect certified location under the heading "Where to Buy" on ValvTect's website valvtect.com

✓

Vendor shall monitor tank levels at the dock at no additional cost to owner, Vendor shall also manage inventory levels at the dock as directed by Owner.

✓

The following item is a request and not a mandatory requirement. If the Vendor does not have video surveillance equipment available, responding "NO" will not affect the overall compliance of the aforementioned Technical Specification requirements.

OPTIONAL REQUEST - NOT A REQUIREMENT:

YES

NO

It is requested that the fueling locations have video surveillance equipment located at the fuel pumping area.

✓

City of Paducah

Emergency Alternate Sites

- 1) Direct equipment fueling via Midwest Terminal Bob truck**
- 2) Cardlock location can operate using back-up generator during power outages or ice/snow storms**

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we JSC TERMINAL LLC DBA MIDWEST TERMINAL
(Name of Principal - Bidder)

as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
(Name of Surety - Insurance Company)

a Corporation duly organized under the laws of the State of CONNECTICUT
(State)

as Surety, hereinafter called the Surety, are held and firmly bound unto the **CITY OF PADUCAH,**
KENTUCKY, as Obligee, hereinafter called the Obligee, in the sum of:

\$ 5,000.00 (FIVE THOUSAND Dollars and NO Cents)

for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for FUEL - CITY OF PADUCAH
(Name of Project)

Dated 1/9/2020 to the **CITY OF PADUCAH, KENTUCKY**, Obligee.

NOW, THEREFORE:

If the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee
in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or
contract documents with good and sufficient surety for the faithful performance of such contract documents
and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the
failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the
Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligee may in good faith contract with another party to perform the work
covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PRINCIPAL: Signed and sealed this 9TH day of JANUARY 2020.

JSC TERMINAL LLC DBA MIDWEST TERMINAL
(Principal - Bidder)

Charles Douglas, President/CEO
(Title)

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

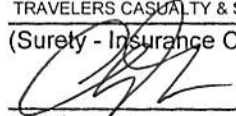
I, Michael D. Smith II, certify that I am the Corporate Secretary of the Corporation named as Principal in the within Bond; that Cheryl Baugus who signed the said Bond on behalf of the Principal was then President/CEO of said Corporation; that I knew his/her signature, and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its governing body.


(Principal Bidder Corporate Secretary)

(Corporate Seal)

SURETY: Signed and sealed this 9TH day of JANUARY 2020.

TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
(Surety - Insurance Company)


(Title) CHRIS GUNN, ATTORNEY-IN-FACT

(SEAL)

Attach Surety Power of Attorney



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Chris Gunn, of Benton, Kentucky**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.

State of Connecticut

City of Hartford ss.



By: 
 Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **January, 2020**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Agenda Action Form

Paducah City Commission

Meeting Date: January 28, 2020

Short Title: Approve Agreement with the Paducah Police Department Bargaining Unit - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt, Michelle Smolen, Jonathan Perkins, Brian Laird
Presentation By: Brian Laird

Background Information: The current contract with the Paducah Police Department Bargaining Unit expires June 30, 2020. Negotiations on the new contract began on January 7, 2020 and concluded on January 21, 2020. The City has been advised that the membership has voted to approve the attached contract.

The Contract includes the following major terms and changes from the previous FOP contract:

Administrative Changes:

- Changed Reference to all dates to reflect new 3 year contract (July 1, 2020 – June 30, 2023)
- Increase in contractual off duty wage rate when Officer is working a City designated holiday to \$60/hour.
- Article 7, Section 2a – changed grievance procedure language to reference HR – 43 Employee Concerns administrative policy instead of City Ordinance.
- Article 17, Section 6 – Increase service credit for new hires up to 10 years from 5 years, this is for lateral candidates. This will assist with the recruitment of lateral officers.
- Article 20, Section 6 - defined 1 personal day to be 8 hours and revised language regarding granting the use of personal day.

Vacation Time

- Restructured the vacation accrual rates as below and converted days to hours.
- 120 hours year one - nine year (Previously Year 1 - 14)
- 160 hours at tenth year (Previously 144 hours at year 15)
- 200 hours at fifteenth year (Previously 168 hours at year 20)
- 240 hours at twentieth year (Previously 192 hours at year 24)

Wages:

- Increased hourly rates to create more competitive wages and consistency between step and grade.
- Annual cost of living adjustments (COLA's) of 2.5%, 2.5%, 3.0% in 2020, 2021, 2022 respectively.
- Article 17, Section 2, increase the actual hourly wage rate for Police Training Officers (PTO's, PTS's, and PTC's) from \$0.80/hour to \$1.00/hour. Increase the actual hourly wage rate for Detectives from \$1.00/hour to \$1.25/hour.
- Total wage and fringe benefit increase impact over the three year period is estimated to be \$2,984,229. The calculation considers maintaining current staffing levels.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve an ordinance authorizing the Mayor to execute Agreement with the Paducah Police Department bargaining unit

Attachments:

1. Ordinance
2. Police Contract 2020-2023

ORDINANCE NO. 2020-____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT AND OTHER ASSOCIATED DOCUMENTS BETWEEN THE CITY
OF PADUCAH AND THE PADUCAH POLICE DEPARTMENT BARGAINING UNIT

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 Paducah
Police Department Bargaining Unit.

SECTION 2. This Agreement shall be effective from July 1, 2020, to
June 30, 2023.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 28, 2020

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published in *The Paducah Sun*, _____

\\ord\police\contract-bargaining unit 2020-2023

AGREEMENT
BETWEEN
THE CITY OF PADUCAH
AND
THE PADUCAH POLICE DEPARTMENT
BARGAINING UNIT

July 1, 2020 to June 30, 2023

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Agreement

THIS AGREEMENT is made and entered into on the 1st day of July, 2020 by and between the City Of Paducah, hereinafter referred to as "City" or "Employer" and the Paducah Police Department Bargaining Unit, hereinafter referred to as "Unit" or "Bargaining Unit" organized under the auspices of Jackson Purchase Lodge 15 of the Fraternal Order of Police, hereinafter referred to as the "Bargaining Unit."

WITNESSETH

WHEREAS, the City and the Bargaining Unit have met and conferred, and the parties hereto have agreed to maintain and promote harmonious relations between the City and the Bargaining Unit, and that in order to produce effective and progressive public protection, they have agreed as follows:

ARTICLE 1. DEFINITIONS

Section 1. The parties agree that whenever in this Agreement, terms such as police officer, employee of the police department, employees, or members of the Bargaining Unit are used; the term refers only to those persons expressly included in the Bargaining Unit as set out in Article 2. Recognition, and further, this Agreement in no manner whatsoever has any effect on the wages, hours, and working conditions of other City personnel whether they be employees of the police department or elsewhere within the City.

Section 2. The parties further agree that whenever in this Agreement, the term "City" is used, the term refers to whomever the executive authority of the City has designated to exercise the rights to discharge the obligation in question.

Section 3. The parties further agree that all references in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 2. RECOGNITION

The City hereby recognizes the Bargaining Unit as the exclusive collective bargaining representative for all employees of the police department of the City of Paducah who hold the rank of police officer or sergeant. The term employee shall not include any employee of the police department who is not included in the above and specifically excludes persons holding the rank of captain, assistant chief, chief of police, non-sworn personnel and probationary candidates for the police department. A candidate is on probation until he has actually worked 12 months after completing the Police Training Officer "PTO" program.

ARTICLE 3. MEMBERSHIP AND DUES DEDUCTION

Section 1. Employees of the Bargaining Unit, on the effective date of this agreement or employed thereafter, shall have the option of becoming members of the Bargaining Unit after he/she has actually worked 12 months since completing the PTO program. Eligible persons who wish to become Members of the Bargaining Unit must affirmatively request membership in writing. Membership in the Bargaining Unit is not compulsory. Members have the right to join or not join and neither party shall exert pressure or discriminate against a Member regarding such matters.

Bargaining Unit Membership dues, shall be deducted monthly in an amount certified by the Lodge only if the Member has signed a payroll deduction authorization. Members wishing to revoke their Bargaining Unit Membership must notify the Bargaining Unit, and the Paducah City HR Director expressly and individually in writing.

Section 2. The Unit shall hold the City harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason with action taken by the City in reliance upon employee payroll deduction authorization forms submitted by the Bargaining Unit to the City.

Section 3. The City shall provide each member of the Bargaining Unit Executive Committee with a copy of this Agreement and the Unit agrees to provide the City with a roster of the names of its Executive Committee, their addresses, and telephone numbers. The Union also agrees to notify, in writing, the City within five (5) days of the day that any change in the members of the Executive Committee occurs.

ARTICLE 4. NON-DISCRIMINATION

Section 1. The City agrees not to discriminate against any employee who elects to be a member of the Fraternal Order of Police who participate in legal Bargaining Unit activities under this Agreement

Section 2. The Bargaining Unit agrees not to discriminate against any employee who elects not to be a member of the Fraternal Order of Police or refrains from Bargaining Unit Activities.

ARTICLE 5. MANAGEMENT RIGHTS

Section 1. 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, hire and to be the sole judge of qualifications of applicants. The City has the sole right to direct the work force; to discipline or discharge for just cause; to establish, maintain, and modify departmental rules and procedures; to layoff and recall; to be the judge of whom to promote and the methods and procedures for promotions; to assign work, to transfer employees from one station to another in a manner most advantageous to the City; to contract and to subcontract with outside contractors; to establish, modify or change manning of equipment, amount of equipment in the fleet, etc.; the right to direct members of the police department, including the right to hire, promote, or transfer any employee; the right to organize and reorganize the police department in any manner permitted by law including the size of the police department and the determination of job classifications; the right to determine the method and frequency of pay, the allocation of assignment of work to employees within the police department in a manner most advantageous to the City; to introduce new, improved or different methods or techniques of operation or to change existing methods and techniques of operation; to establish basic and in-service training programs and requirements of upgrading the skills of employees with adequate training; to determine the location, methods, means and personnel by which operations are to be conducted; to establish, implement and maintain an internal security practice; to schedule overtime, vacations, days-off and holidays off; to determine rank based upon the duties assigned; and to take whatever actions may be necessary to carry out the mission of the City in dire emergency situations

Section 2. Failure by the City to exercise any of its rights shall not constitute a waiver of that right.

ARTICLE 6. PUBLIC OBLIGATION

Section 1. The City and the Bargaining Unit recognize that a strike would create a clear and present danger to the health and safety of the public, and inasmuch as this Agreement provides mechanisms for the orderly resolution of grievances, the City and the Bargaining Unit recognize their mutual responsibility to provide uninterrupted services to the citizens of Paducah.

Section 2. Nothing in this Article shall be constructed to limit or abridge either party's right to seek available remedies provided by law to deal with any unauthorized or unlawful activities as provided in this Article.

ARTICLE 7. GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute between the City and the Bargaining Unit and/or employee concerning the interpretation, application or compliance with the terms of this Agreement. Grievances may only be filed by the executive committee of the bargaining unit. Executive members are President, Vice President, Treasurer, Secretary, and Second Vice President. Grievances must be signed by at least two (2) members of the executive board. Grievances will be presented on a standard Grievance form to the shift or group commander and, if not resolved after contract review and discussion, shall be sent to the Chief of Police via the chain of command with signatures of all parties involved. Prior to filing a formal grievance under these procedures, an employee who feels he has been aggrieved may request a conference with the command officer in charge of his shift or division. For purposes of this Article "command officer" is defined as a superior officer holding the rank of Sergeant/Captain. Matters involving the just nature, appropriateness or severity of discipline or corrective action are not subject to the grievance procedure contained herein, but may be appealed pursuant to statute. Grievances alleging violation of the Policemen's Bill of Rights shall be appealable to the grievance procedure through the Third Step only. Time limits set forth herein may be extended by mutual agreement of the parties, which agreement shall be in writing.

The parties agree that any disciplinary action the City takes which is covered by KRS 95 will not be subject to the Grievance Procedure. The parties further agree the City retains the right to take disciplinary action other than that which is provided for in KRS 95 and such action is not subject to the requirements of that statute. Further, an employee may voluntarily accept discipline, discharge, demotion, etc., in lieu of having charges preferred against him under the provisions of KRS 95.

Section 2. Grievances shall be processed in the following manner:

a. **FIRST STEP:** Within fifteen (15) working days after the occurrence of an event or action which causes an employee to feel that he has been aggrieved, the Executive Committee shall present the grievance, in writing, to the command officer in charge of the aggrieved employees shift or division (a fifteen day extension will be granted upon written request to explain the need for extension). 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 or it will be barred from consideration. If the matter is not satisfactorily settled within five (5) working days, the grievance shall move to the Second Step. No grievance presented after ten (10) working days will be considered under these procedures. If

the shift commander determines that he can take no action on the grievance he will immediately forward it to the Chief of Police for Step 2. Any member of the bargaining unit who has a grievance arising out of his employment with the City, which is not grievable under the grievance procedure of this contract, may use the Human Resources – 43 Employee Concerns administrative policy provided for all City employees.

b. **SECOND STEP:** The employee shall present the grievance, in writing, to the Chief of Police, within two (2) working days of the Step 1 response. If the matter is not satisfactorily settled within ten (10) working days, the grievance shall move to the Third Step. If the Chief of Police determines that he can take no action on the grievance, he will immediately forward it to the City Manager for Step 3.

c. **THIRD STEP:** If the grievance is not settled at Step 2, the Chief of Police shall submit the grievance to the office of the City Manager within five (5) working days after receipt from Step 1. If necessary, the City Manager may meet with the aggrieved employee and Union Representative within fifteen (15) working days to discuss the grievance. The City Manager will answer in writing within fifteen (15) working days of receipt of the grievance (or any meeting to discuss the grievance); whichever is later. City Manager shall submit grievance and a copy of his response to the Mayor and Commission within fifteen (15) days for their information. City Manager shall send the bargaining unit president a copy of his response.

Section 3. FOURTH STEP: In grievances concerning the interpretation, application or compliance with the terms of this Agreement, if the grievance is not resolved in the above manner, the Bargaining Unit may request mediation through the Kentucky Labor Cabinet, Division of Employment Standards and Mediation or any other mutually agreed upon mediator in the following manner.

a. Within 10 calendar days of the City Manager's ruling the Bargaining Unit may petition the Kentucky Labor Cabinet, Division of Employment Standards and Mediation, to initiate mediation, and shall simultaneously notify the City of its intent to seek mediation of an unresolved grievance.

b. The representatives of the parties (the Bargaining Unit and the City) shall schedule a pre-mediation meeting to be held within fourteen (14) calendar days after notification of a request to mediate. The parties shall attempt to settle the grievance and, if it cannot be settled, shall attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, the mediator shall frame the issue or issues to be decided.

c. The representatives of the parties shall meet with the mediator. At the conclusion of the meeting, if the issue is not resolved, the mediator may choose to prepare a report and/or recommendation for submission to the City Commission.

d. The costs and fees of the mediator shall be borne equally by the parties. The fees of a court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a transcript.

Section 4. FIFTH STEP: If the grievance remains unadjusted, it may then be presented by the Union to the Board of Commissioners in writing within three working days after the response of the mediator. 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 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 and shall be heard in public session. A vote of three Commissioners will be required to deny the grievance. The decision of the City Commissioners is final and binding upon the parties, unless said decision is found to be arbitrary and capricious by a Court of appropriate jurisdiction.

Section 5. Working Days Defined -- Whenever in these procedures the term "working days" is used, it shall refer to the working days of the person with whom action is required, whether the grievant or the person responsible for responding to the grievance.

Section 6. Grievances may be represented by an employee representative of the Bargaining Unit at any step of the grievance procedure, and may be represented by an attorney at any proceeding beginning with the Third Step of the grievance procedure.

Section 7. Failure by the Bargaining Unit or any of its members to exercise any of their rights as specified by an express provision of this Agreement shall not constitute a waiver of that right provided a grievance exercising that right is filed within the time limits outlined herein.

Section 8. Failure by the City to answer a grievance within the time period prescribed in Steps 1, 2, and 3 shall constitute a denial of the grievance.

ARTICLE 8. LABOR RELATIONS MEETINGS

Section 1. The City and the Bargaining Unit recognize the responsibility each have to make full use of the knowledge, talent and commitment of all who are involved in the delivery of police services to the citizens of the City. The City and the Bargaining Unit recognize the benefit to each of exploration and study of the department to provide the highest standards of service. Towards this end the City and the Bargaining Unit agree to create and maintain Labor Relations Meetings, in conjunction with the other bargaining units recognized by the City, as an active forum for the exploration of mutual concerns.

Section 2. The City and the Bargaining Units shall use this forum not as a substitute for collective bargaining nor as a mechanism for modifying the Agreement; rather the forum is seen as an adjunct to the collective bargaining process and as an aide in implementing and maintaining the Agreement. This forum will also be useful as a place to discuss issues which arise outside of the context of collective bargaining but which represent impediments to a quality work environment, or which threaten the department's ability to deliver police services in the most efficient manner possible. No issue which is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the City and the Bargaining Units. It is the expectation of both parties that the free flow of information and the active discussion of common concerns will positively influence both the decisions made by each party and the chances for acceptance of those decisions.

Section 3. Department management and Bargaining Unit representatives shall meet at least 4 times per year. The time, place and agenda will be arranged by the designated representatives from the City and the Bargaining Units. Other meetings between the parties can be held anytime by request of either party. Time and arrangement for such meetings will be set by the designated representatives from the City and the Bargaining Units.

Section 4. The purpose of such meeting shall be to:

- a. Discuss the administration of the Agreement.
- b. Discuss grievances which have not been processed to the Third Step of the procedure when such discussions are mutually agreed to by the parties.
- c. Notify the Bargaining Unit of changes made or contemplated by the City, which effect Bargaining Unit members.
- d. Disseminate general information of interest to the parties.
- e. Give the Bargaining Unit representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members, including interpretations of the Agreement where such discussion may prevent the necessity of filing a grievance.
- f. Discuss ways to increase productivity and improve efficiency.

Section 5.

- a. For each person selected to represent the Bargaining Unit at the Labor Relations meetings, the City will consider up to two hours per meeting of such service to be a part of his or her job duties when the meeting occurs during the assigned work hours of the representatives. However, such meetings shall not be scheduled so as to result in the payment of overtime for any designated representative to attend said meeting.
- b. 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.

ARTICLE 9. DISCIPLINARY PROCEDURES

Section 1. When an officer is to be disciplined or interviewed in relation to possible discipline he will be allowed, if he request, to have a witness of his choosing to be present. Such a request may not delay the proceedings by more than two hours. Interviews or interrogation relating to criminal or administrative misconduct shall be in accordance with the Commonwealth of Kentucky Statutes 95, generally referred to as the Policemen's Bill of Rights. Discussions held solely for the purpose of instruction or corrective actions when no documented disciplinary action is contemplated, are not covered. A disciplinary action proceeding shall be distinguished from an investigative fact gathering meeting.

Section 2. Employees will receive a copy of all documented disciplinary action placed in their file at the time of the discipline and each employee will sign the disciplinary action upon receipt. In cases where the employee's signature on the disciplinary documentation only indicates the employee's receipt of the document, the employee may note that his signature indicates, "I have received but do not necessarily agree with this document."

ARTICLE 10. WORK RULES

Section 1. 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.

Section 2. 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.

Section 3. 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.

ARTICLE 11. BULLETIN BOARD

The City agrees to provide space, at an accessible location for Bargaining Unit Employees, for one bulletin board for use by the Bargaining Unit. The bulletin board will be furnished by the Bargaining Unit. All notices posted on the bulletin board shall be signed, dated, posted or removed by a Bargaining Unit representative. The President of the Union or his designee may use the City E-Mail system to disseminate information to Bargaining Unit employees provided a copy of the distributed material is furnished to the Chief of Police and other Bulletin Board guidelines are followed. A Bargaining Unit representative will police the bulletin board on a regular basis. It is understood that no material may be posted on the Bargaining Unit bulletin board at any time which contain the following:

- (a) personal attacks upon any member or any other employee;
- (b) scandalous, scurrilous or derogatory attacks upon the City, or any other governmental units or officials;
- (c) attacks on any employee organization, regardless of whether the organization has local membership; and,
- (d) attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 12. SENIORITY

Seniority by time in Grade per rank will be the basis for shift preference, vacation, and days off assignments, provided however, that the City has the right to preclude any one shift from being staffed by police officers, 50% of whom have less than three (3) years' experience with the Paducah Police Department.

ARTICLE 13. SHIFT ASSIGNMENT

Section 1. The City will use a bid book process. Shift assignments will be for six (6) months. For the first bid process, requests for changes in shift assignment shall be made by October 1 of each year with posting of the change by October 15 with the effective date to be the first Thursday corresponding

with the first full pay period in January of the following year. For the second bid process, requests for change in shift assignment shall be made by April 1 with the posting of the change by April 15 with the effective date to be the first Thursday corresponding with the first full pay period in July of the same year. Employees on corrective action assignment will be permitted to participate in the bid process if corrective action is scheduled to end by January 31 for the first bid process, or July 31st for the second bid process.

- a. It is recognized that from time to time it is necessary in the interest of the operation of Police Department to make shift or unit reassignments as a result of vacancies in the ranks, temporary absences, training, community events, specialized assignments, or emergency circumstances which require adjustments in the shift structure. Such requirements shall be made when practical on the basis of seniority and shall be grievable under the terms of the grievance procedure.
- b. It is further recognized that it may become necessary to reassign an individual Bargaining Unit member to another shift for corrective or retraining purposes for a period not to exceed six (6) months. The reasons for a shift reassignment shall be provided in writing to the member at the time of the reassignment also listing any prior corrective measures attempted. Such reassignment shall not be arbitrary and shall be grievable under the terms of the grievance procedure. Grievances involving such shift reassignment shall be filed directly with the Chief of Police at Step 2.
- c. In the event a permanent (3 months or longer) vacancy occurs on a shift then employees on that same shift may exercise their seniority for preference of the vacant days-off schedule. Employees on corrective action or retraining assignment will be considered least in seniority for this preference and no more than two (2) officers per shift will be assigned for retraining or corrective action.
- d. The parties agree that hardship and emergency cases will be handled on an individual basis. An employee should notify the shift or unit commander to initiate any special consideration.

Section 2. When vacancies within the Sergeant position are to be filled, such vacancies may be filled by the Chief of Police for training purposes for the newly appointed Sergeant for a period up to six months. Any employee displaced as a result of this assignment shall be restored to his shift at the end of the training period.

ARTICLE 14. HEALTH AND SAFETY

Section 1. It is agreed that safety is a prime concern and responsibility of the City, the employees and the Bargaining Unit. In this regard:

- a. The City agrees to provide safe working conditions and equipment for members of the Bargaining Unit in conformance with minimum standards of applicable law.
- b. Employees and the Bargaining Unit accept the responsibility to follow all safety rules and safe working methods of the City. Employees shall report unsafe working conditions to their supervisors as soon as any unsafe working condition is known.
- c. The City and the Bargaining Unit shall consider and discuss safety and health related matters and explore ideas for improving safety at the regularly scheduled Labor Relations meetings. Such matters will not be subject to the grievance procedure contained herein.

Section 2. The City and the Bargaining Unit recognize the Employer's right to require employees to participate in physical agility testing to determine the individual's ability to perform the physical requirements necessary for the duty position.

The parties agree to initiate an annual, voluntary, on duty physical testing program to be implemented in the first half of each calendar year. Those employees successfully completing the equivalent of the Police Officer Professional Standards "POPS" test at the Entry level will be rewarded with a \$150 incentive and those completing the test at the Exit level will be rewarded with a \$250 incentive. The POPS equivalent as of February 1, 2006 will be the standard; employees are not eligible for both incentive payments. The payments can be utilized as either Wellness or Deferred compensation dollars and will be available July 1 of each year.

ARTICLE 15. WAIVER IN EMERGENCY

Section 1. 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 by the City:

- a. time limits for the processing of grievances; and,
- b. all agreements relating to the assignment of employees for the duration of the emergency period only.

An emergency declared by the Mayor, as used in this Article, includes only those situations which prevent the normal day-to-day operations of the City.

Section 2. Upon the 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.

ARTICLE 16. WORK WEEK & OVERTIME

Section 1. The normal workweek for members of the Bargaining Unit shall be 40 hours per week.

Section 2. All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half times the employee's regular straight time hourly rate. For purposes of this section "hours worked" shall only include hours for which the employee performs services for the Employer, paid holiday leave and vacation leave.

Section 3. In the event an officer reporting for his regular duty is given an assignment prior to the normal commencement time of his shift, the officer shall be considered to be in an on-duty status, with such time being compensable. However, with the approval of the shift commander or superior officer the officer may elect to take an equivalent compensatory time at the end of the shift in lieu of payment.

Section 4. The officer working the overtime may request his shift commander to allow him to take compensatory time in lieu of payment for actual time worked, but if granted, must be taken within the same work week.

Section 5. Officers shall receive a minimum of two (2) hours' time for court appearance and four (4) hours minimum time for call-out time at the appropriate rate of pay when the officer is required to report for court appearance or is required to report for duty outside of his regularly scheduled work shift. Call-out time which starts prior to the regular shift and continues into the employee's regular shift or time worked immediately following the regular shift shall not be eligible for the minimum. Call out time shall be defined as that period of time other than his regular work schedule when an officer is required to perform in his capacity as a police officer under instruction of a superior officer. The two (2) hour minimum shall apply to mandatory staff meetings and staff training when scheduled outside of the regularly scheduled work shift.

Section 6. It is further recognized that from time to time normal shift and hour assignments may be temporarily reassigned for training purposes or other legitimate police functions. Under such circumstances, the 40-hour rule will continue to apply.

Section 7. "Required Court Time" outside the regular schedule of an employee will be calculated on an overtime basis and shall include lunch breaks that occur during the required court time. If court time occurs as a part of the officer's regular shift, overtime will not be paid.

Section 8. Members of the Bargaining Unit will be allowed to exchange duty with other qualified officers up to twelve (12) times per year per City policy as in effect at the time of the exchange. However, no exchange will be permitted if it interferes with the ability of the department to perform special functions or training requirements.

Section 9. Retired officers who are subpoenaed by the Commonwealth Attorney to Circuit Court to testify regarding Paducah Police Department cases they worked will be paid a \$40 per day witness fee.

ARTICLE 17 WAGE RATES

Section 1. Effective July 1, 2020, the members of the Bargaining Unit will receive a 2.5% wage increase, 2.5% and 3.0% July 1, 2021 and July 1, 2022 respectively. Actual increases will take effect on the first day of the pay period coincident with or following the effective date of the increase.

Employees within the Bargaining Unit shall be paid, upon satisfactory completion of consecutive years of service in the police department, in the following hourly amounts:

Section 2. Police officers with specialty skills utilized by the department outside of their regular assignment, such as: Bomb Technician, K-9, SWAT, Accident Reconstructionist, Hostage Negotiator, Drug Recognition Expert, or similar special assignment shall receive additional compensation of forty dollars (\$40) per bi-weekly pay period. Such "special assignments" shall be made by the Chief of Police and additional compensation shall not be effective until after thirty (30) days of such assignment. Special

duty pay shall be discontinued upon reassignment of a police officer to duties other than Bomb Technician, K-9, SWAT, Accident Reconstructionist, Hostage Negotiator, Drug Recognition Expert, or similar special assignment.

Certified Police Training Officer (PTO), Police Training Supervisor (PTS), and Police Training Coordinator (PTC) assigned another officer or recruit shall receive overtime pay as appropriate for hours that are required outside of the regular work schedule to complete work related to the assigned officer/recruit. The actual hourly rate of this classification of employee is \$1.00/hour higher than that shown in the wage rate schedule below.

Police Officers assigned to Investigation duties as a Detective shall receive overtime pay as appropriate for hours that are required outside of the regular work schedule to complete work related to their assignment. The actual hourly rate of this classification of employee is \$1.25/hour higher than that shown in the Wage Rate Schedule below.

The Chief of Police with the approval of the City Manager may designate other special duty assignments and pay as deemed appropriate.

Section 3. Based on comparative pay studies, the City may unilaterally increase the wage rate of any bargaining unit position or classification.

Section 4. If during the term of this Agreement, the City negotiates and implements a percentage pay increase for any bargaining unit therein, then, in that event, the City will simultaneously therein adjust the bargaining unit wage scale in this Agreement unless the increase for another bargaining unit is a "catch-up" for a previously deferred pay increase and the "catch-up" is the only reason for the difference. The aforesaid adjustment shall equal, but not exceed, the differential between the percentage amount awarded to the bargaining unit herein and the higher percentage amount granted to any other City Bargaining Unit.

Section 5. Members of the bargaining unit will be paid a shift differential for those employees regularly assigned to one of the following shifts: The shift differential for officers whose duty shift begins at or after 1:00 p.m. will be \$.25/hour; the shift differential for officers whose duty shift begins at or after 6:00 p.m. will be \$.50/hour.

Section 6. Contingent upon approval of the City Manager and the Chief of Police, a newly hired employee may be given service credit for pay purposes only for previous law enforcement experience. The maximum credit will be ten (10) years of full service the new employee brings to the department from a previous employer. Such previous service will have to be from employment that would be considered beneficial to the City's current requirements for police officers' and at least equivalent to that of a current employee with the same amount of service with the department.

Section 7. Effective July 1, 2020 wage rates shall be paid as follows, this includes increases in the base wage and a cost of living adjustment (COLA) over a three year period effective the first bi-weekly pay period in July of each year. Effective July 1, 2020, members of the bargaining unit will receive a one-time placement in the following pay ranges based on their years of service on July 1, 2020.

Years of Service	Position in New Range
2 – 3 Years	3 Years
4 – 5 Years	5 Years
6 – 10 Years	10 Years
11 – 15 Years	15 Years
16 – 20 Years	20 Years
21 – 25 Years	25 Years

Members of the bargaining unit will follow the wage rate table accordingly thereafter. Wage rates shall be paid as follows:

Position			
SERGEANT	July - 20	July - 21	July - 22
5 Years	29.65	30.39	31.30
10 Years	31.13	31.91	32.87
15 Years	32.69	33.51	34.51
20 Years	34.32	35.18	36.24
25+ Years	36.04	36.94	38.05

Position			
POLICE OFFICERS	July - 20	July - 21	July - 22
1 Years	23.55	24.14	24.87
3 Years	24.78	25.40	26.17
5 Years	26.02	26.67	27.47
10 Years	27.32	28.01	28.85
15 Years	28.69	29.41	30.29
20 Years	30.13	30.88	31.81
25 Years	31.63	32.42	33.40

ARTICLE 18 CLOTHING ALLOWANCE

Section 1. The City shall determine the appropriate uniform and equipment to be worn by Bargaining Unit members who shall be required to be in proper uniform upon reporting for duty.

Section 2. All probationary candidates in positions included in the Bargaining Unit shall receive an initial clothing allowance of one thousand dollars (\$1,000) and in the event such member shall fail to serve in the department for more than one (1) year, all clothing purchased with the initial clothing allowance shall be returned to the department.

Section 3. The Department shall furnish all leather items of equipment, except shoes, which items shall remain the property of the department and shall be returned to the department upon the departure of a member from the department for any reason other than retirement.

Section 4. The City shall establish a credit/vendor or commissary system for employee purchases of clothing during the term of this agreement. A nine hundred dollar (\$900) vendor credit per officer is to be distributed the 1st day of January and each subsequent year during the term of this Agreement. The officer may use his credit at any time during the year to and may carry over any unused amounts to the next year. All non-uniformed personnel covered by the Bargaining Unit agreement shall receive one thousand dollars (\$1,000) per year allocated in two installments of three hundred dollars (\$300) on the second payday in February and three hundred dollars (\$300) on the second payday in June each year of the contract, with the remaining four hundred dollars (\$400) to be deposited into the vendor credit system in the same manner as uniformed officers. Such disbursement shall be subject to all required withholdings per State and Federal law.

Section 5. Each Bargaining Unit member shall be issued a soft body armor vest at time of initial employment at no cost to the employee. Body armor vests and carriers issued by the City will be replaced at no cost to the employee in accordance with the manufacturer's specifications. The use of such vests will be in accordance with Departmental Policy. Vests will be returned to the City upon replacement or upon the employee's termination of employment.

Section 6. Any official clothing or equipment damaged while on duty will be replaced at no expense to the officer.

Section 7. The City shall continue to issue each member of the Bargaining Unit a handgun which shall remain the property of the City.

Section 8. At any time the Chief of Police initiates a mandatory change in a Bargaining Unit employee's uniform, then the City agrees to purchase the first set. Other changes will generally require six (6) months advance notice and as far as practical comply with the January distribution of credit.

ARTICLE 19 VACATIONS

All employees of the police department 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.

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.

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.

ARTICLE 20 HOLIDAYS

Section 1. The following days during each calendar year are hereby designated as holidays on which all City employees, with the exception of the police department personnel, will be granted a holiday:

New Year's Day (January 1)
Martin Luther King Jr. Day
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day
Thanksgiving Day
The day immediately following Thanksgiving Day
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)

and such other general city employee holidays as may from time to time be designated by order of the Board of Commissioners.

Section 2. Any officer in the bargaining unit who because of their shift assignment works a holiday shall receive two (2x) times his regular rate of pay for hours worked on the holiday, plus holiday leave equal to the time worked on said holiday up to eight hours. Premium pay for time worked on a holiday does not count toward hours worked for overtime purposes. Holiday time shall be granted upon the officer's request, at management's discretion, as soon as possible after said holiday.

Members of the bargaining unit who are considered "on call" on a holiday shall receive two (2x) times their regular rate of pay for being on-call on the actual holiday. If called out on the actual holiday, officers shall receive two (2x) times their regular rate of pay for all hours worked on the holiday.

Section 3. When a holiday occurs on an employee's regular scheduled off day, the employee will receive holiday leave of eight (8) hours. Such holiday time shall be granted upon the officer's request, at management's discretion, as soon as possible after said holiday.

Section 4. Holiday leave shall be requested in writing and taken in increments of not less than one (1) hour.

Section 5. Effective July 1, 1993 an employee may accrue maximum balance of 150 hours of holiday leave time. Employees who terminate employment will be paid for accrued holidays up to 150 hours at time of termination.

Section 6. Members of the bargaining unit will be granted one (1) personal day (eight (8) hours) each year of the contract. This personal day must be taken within the calendar year it is earned; it will not be rolled over into the next year. The personal day may be taken upon the officer's request. A maximum of one (1) officer per shift will be granted upon the officer providing supervision with a minimum of 48 hours' notice of their intent to use the personal day.

ARTICLE 21 SICK LEAVE

Section 1. Each member of the bargaining unit regularly employed on a full-time basis shall be entitled to sick leave with pay, and shall be entitled to accrue sick leave. Except as described in Section 4 below, an employee shall accrue sick leave at the rate of 1 1/2 days per month. A month in which a member of the bargaining unit is paid for twelve (12) days or more shall be considered a month of service. A day for which a member of the bargaining unit receives worker's compensation benefits from the City of Paducah or its insurance carrier shall be considered a day for which the employee is paid under this section. Any member of the bargaining unit granted a leave of absence for any other purpose shall not continue to accrue sick leave at the rate prescribed in this section during such absence.

Service for sick leave credit includes all hours in active pay status, including regular non-overtime hours worked, paid vacation, paid sick leave and paid holidays, but not unpaid leave, unpaid suspension, layoff or overtime.

Section 2. 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.

Section 3. 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 Section 2 above or the payment alternative described in Section 4 below.

Section 4. Payment Alternative: Members of the bargaining unit may elect the following benefit in lieu of the Retirement Time Purchase described in Section 2.

a. 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.

- b. Employees electing the payment alternative who have 150 days of sick leave accumulated shall be paid an amount equivalent to one day's regular pay for 1/3 of all sick days accumulated over 150 days. Payment for these sick days shall be no later than the second paycheck in February of the following year.
- c. Employees hired after this contract is executed who desire to select this payment alternative in lieu of the retirement time purchase benefit in Section 2 must state their desire in writing to the City Finance Director within 90 days of their date of employment.
- d. Employees selecting this benefit in lieu of the retirement time purchase described in Section 2 shall accrue sick days at the rate of 1 1/3 days per month.
- e. Employees who selecting this benefit in lieu of the retirement time purchase described in Section may accrue a maximum of 150 days of sick leave. All other employees may accrue a maximum of 242 days of sick leave.

Section 5. A member of the bargaining unit eligible for sick leave with pay shall be granted such leave for the following reasons only:

- a. Illness, injury or pregnancy-related condition of the employee.
- b. The illness of a member of the bargaining unit member's household, his parents, or children, whether or not said parents or children are a member of the employee's household, who require the employee's personal care and attendance.
- c. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- d. The death of a member of the bargaining unit member's immediate family; provided, however, the employee will be excused from work for a period of three (3) days only beginning with the day of death and ending with the day after the funeral, and the bargaining unit member may be paid for such three (3) days, but any additional time taken during such period shall be deducted from accumulated vacation or holiday leave. ("Immediate family" for purposes of this Article means a spouse, parent, spouse's parent, child [natural, adopted, step, or foster], grandparents, grandparent-in-law, grandchild, sister, brother, sister-in-law, and brother-in-law.)

Section 6. A bargaining unit member on sick leave shall inform the Shift Supervisor or Shift Commander of the fact and reason as soon as possible but at least two (2) hours prior to the start of his scheduled shift, when such notification is possible, and failure to do so within the first day of absence may, at the discretion of the City Manager, be cause for denial of sick leave with pay for the period of absence.

Section 7. Sick leave with pay in excess of three (3) consecutive working days for any reason shall be granted only after presentation of a written statement by a licensed physician certifying that the bargaining unit member was unable to perform the duties of his position. Such statements shall accompany payrolls submitted to the City Finance Director.

Section 8. In special cases, with individual bargaining unit members, where the Chief of Police feels it is necessary to avoid abuse of the sick leave provisions, the Chief of Police may, with the approval of the City Manager, require that bargaining unit member to submit a written statement by a licensed physician for any absence. The bargaining unit member will be notified in advance that he will be required to submit such a statement when he is absent on sick leave.

Section 9. In unusual circumstances, and with the approval of the Chief of Police and the City Manager, sick leave may be taken in advance of accrual up to a maximum of thirty (30) working days; provided, that any bargaining unit member separated from City employment who has been granted sick leave that is unaccrued at the time of such separation shall reimburse leave and, if possible, for this purpose a deduction shall be made from the bargaining unit member's final payroll check.

Section 10. Absence for a fraction or part of a day that is chargeable to sick leave in accordance with the provisions of this article shall be charged proportionately in an amount not smaller than one-quarter hour. The minimum amount charged will not be less than one (1) hour increments.

Section 11. The Chief of Police, with good cause, may require an employee to take an examination, at the expense of the City, conducted by a licensed physician, designated by the City, to determine the physical or mental capacity to perform the duties of his position. Upon receipt of the physician's opinion on fitness, the Employer shall meet with the employee to discuss possible accommodations. Accommodations made by the Employer shall comply with applicable law.

Section 12. Falsification of either the sick leave request or a physician's certificate or using sick leave for purposes other than which it was granted shall be grounds for disciplinary action up to and including discharge.

ARTICLE 22 MILITARY LEAVE

Military leave for any full-time officer that is an active member of the United States Armed Forces, Reserve, or National Guard will receive up to 21 working days of military leave for the purpose of fulfilling state and/or federal active duty orders per Federal Fiscal Year, provided the orders require absence from employment at the City of Paducah. Paid military leave shall not exceed the number of working days actually required to fulfill your orders. Any military leave needed after 21 working days will be charged to vacation leave or leave without pay. The Federal Fiscal Year spans from October 1 – September 30.

Official leave must be requested in order to avoid being dismissed for job abandonment. A copy of your orders and a Leave of Absence form must be provided to your supervisor to initiate this request. The Chief of Police or Designee will forward to HR.

A schedule of training shall be provided to the employee's supervisor at least 90 days in advance, unless emergency activation occurs.

ARTICLE 23 HEALTH INSURANCE

The City will continue to offer a group health insurance plan "Plan" to all full-time employees and/or retirees who qualify for and participate in the City's Plan, whereby participation is defined under the

terms and conditions set forth during each annual renewal period or any intervening period as permitted by the summary plan description.

Section 1. If during the term of this agreement, the City chooses to maintain its grandfathered status for the City's self-funded insurance plan in place as of March 23, 2010, it agrees to adhere to the following prescribed mandates currently in effect, in addition to any other limitations imposed by the 2010 Healthcare Reform Legislation as adopted and considering any future amendments, unless repealed:

- a) **Elimination of Benefits-** The City agrees not to eliminate all or substantially all benefits to diagnose or treat a particular condition under the "Plan."
- b) **Increase in Percentage Cost-Sharing-** The City agrees not to increase (measured from March 23, 2010) the percentage cost-sharing (e.g., an increase in co-insurance paid by covered employees).
- c) **Increases in Fixed-Amount Cost-Sharing-** The City agrees to adhere to the regulations governing increases in fixed amount cost-sharing (e.g., deductibles or co-payments) measured from March 23, 2010. The City will not increase fixed cost sharing above an inflationary adjustment of up to 15% above medical inflation fixed-amount cost-sharing other than co-payments (such as a deductible). Medical inflation is defined by reference to the overall medical care component of the Consumer Price Index for All Urban Consumers (CPI-U) (unadjusted) published by the Department of Labor (OMCC). For co-payments, The City agrees not to increase (measured from March 23, 2010) the fixed-amount co-payments above the greater of (1) \$5, increased by medical inflation; or (2) 15% above medical inflation.
- d) **Decrease in Rate of Employer Contributions –** The City agrees not to decrease its contribution rate (whether based on a formula or on cost of coverage) for any tier of similarly situated individuals by more than 5 percentage points below the contribution rate on March 23, 2010. In the case of a self-insured plan, contributions by an employer or employee organization are equal to the total cost of coverage minus the employee contributions toward the total cost of coverage.

Section 2 If during the term of this agreement, the City chooses to join the KEHP (Kentucky Employees' Health Plan), the City agrees to adhere to the contribution rates as set forth by the State of KY, during renewal and open enrollment windows annually.

Section 3 If during the term of this agreement, the City finds it necessary to seek an alternative arrangement (other than the arrangements described in Sections 1 and 2) for providing health care benefits to its employees, it agrees to provide coverage to its participating employees with cost sharing arrangements, coinsurance, and deductibles that are substantially similar compared to the plan(s) offered for the plan year 2011, unless said benefits have been modified as a result of federal or state legislation. (Appendix A Summary of Benefits)

Section 4 The City will not reimburse for any expenses paid for by any other insurance carrier, including Worker's Compensation or for any other medical expenses which are not covered medical expenses under The Plan or which are not considered as usual, customary or reasonable, or considered medically necessary.

Section 5. If either the Commonwealth of Kentucky or the federal government enacts legislation that modifies the benefits provided bargaining unit employees, nothing in this Article will prevent the City from adhering to the mandates as prescribed by law. .

Section 6. The terms and conditions of the Health Insurance Plan controls as to all questions, including eligibility, benefits provided, and the amount of benefits.

Section 7. The City retains the right to enact procedural changes during the Agreement to attempt to control costs.

ARTICLE 24 LIFE INSURANCE

Section 1. The City agrees to provide life insurance benefits on each employee's life, in the face amount of \$12,500 to be paid upon the employee's death. The City agrees to provide a double indemnity benefit for any officer killed in the line of duty which will be \$50,000 to be paid upon the employee's death.

Section 2. Premiums for life insurance shall be paid by the City of Paducah. All earned dividends on such insurance policy or policies shall be paid to the City and shall become part of the general fund of the City.

Section 3. Upon retirement, the employee participating in the group insurance may continue his coverage in the amount of Four Thousand Dollars (\$4,000) for which the retiree shall pay monthly premium of fifty (50%) percent of its cost. The City shall pay an amount not to exceed Fifty percent (50%) of the total monthly premium. In no event shall the City pay more than Fifty percent (50%) of any such premium.

Section 4. A copy of the current Life Insurance Policy and any changes in its terms or a change in carriers will be given to the President of the Bargaining Unit.

ARTICLE 25 LIABILITY INSURANCE

The City of Paducah shall, on an annual basis, endeavor to procure police officer liability insurance of sufficient quality and quantity of coverage as to adequately afford protection to the City and its officers. However, it is understood that the City may not be able to achieve desired level of coverage (due to circumstances beyond its control), or may not be able to obtain reasonable rates. In any case, the City shall be sole judge of type coverage to be procured.

ARTICLE 26 STATUS OF BARGAINING COMMITTEE MEMBERS WHILE BARGAINING

Members of the Bargaining Unit, up to a maximum of three (3), shall be allowed to participate in direct contract negotiations while in a pay status for up to two hours per negotiating session. However, if the number of employee hours being spent on such session becomes excessive in management's opinion pay status will not be allowed.

ARTICLE 27 SEVERABILITY

In the event that any provision of this Agreement is found to be contrary to law, it shall be of no further force and effect; but the remainder of the Agreement shall remain in full force and effect.

ARTICLE 28 DURATION

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement the full understandings and agreement reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the entire agreement between parties, and all other agreements written, oral, or otherwise are hereby canceled.

All features of this contract shall remain in full force and effect unless amended or abandoned by mutual agreement through the 30th day of June 2023. If the parties are at impasse on this date then either party may request mediation through the Kentucky Labor Cabinet and the provisions of this Agreement will remain in effect for an additional sixty (60) days.

Section 2. Between November 1 and 15, of 2022, 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, 2023. Failure to reach tentative agreement in this timeframe may result in a forty-five (45) day suspension of negotiations. On or about April 16 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 sixty (60) 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 a ratification vote.

Section 3. Nothing in this contract shall preclude the parties from mutually agreeing in writing to amend the contract at any other time.

Signature Page

IN WITNESS WHEREOF, the parties have hereunto set their hand this ____ day of January 2020.

This Agreement, approved by final ordinance shall become effective July 1, 2020.

For the City of Paducah, Kentucky:

For the Paducah Police
Department Bargaining Unit:

Brandi Harless
Mayor

Corey Willenborg
President

LETTER OF UNDERSTANDING CONTRACTUAL OFF DUTY EMPLOYMENT

Pursuant to City policy, effective December 1, 2018 the wage rate will be increased to \$37.00/hour. The City will attempt to negotiate a higher wage rate consistent with CPI if economic conditions are generous enough that the consumers of the above mentioned services are receptive to higher rates.

Pursuant to City policy, effective July 1, 2020, the wage rate for Officers working contractual off duty employment on a City designated holiday will be \$60.00/hour . The City will attempt to negotiate a higher wage rate consistent with CPI if economic conditions are generous enough that the consumers of the above mentioned services are receptive to higher rates.

For the City of Paducah, Kentucky:

Brandi L. Harless
Mayor

Date

For the Paducah Police Bargaining Unit:

Corey Willenborg
President

Date

Agenda Action Form

Paducah City Commission

Meeting Date: January 28, 2020

Short Title: Approve Agreement with the Professional Fire Fighters of Paducah, Local 168 - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt, Michelle Smolen, Jonathan Perkins, Steve Kyle, Matt Tinsley, Stefanie Suazo

Presentation By: Steve Kyle, Stefanie Suazo

Background Information: The current contract with the Professional Fire Fighters of Paducah expires June 30, 2020. Negotiations on the new contract began on January 9, 2020, and concluded on January 16, 2020. The City has been advised that the membership has voted to approve the attached contract. The Contract includes the following major terms and changes from the previous IAFF contract:

Administrative Changes

- Changed Reference to all dates to reflect new 3 year contract (July 1, 2020 – June 30, 2023.)
- The entire Contract removed references to his/her/him/her and replaced with their/them.
- Article 11, Section 5, and Article 17, Section 6, the language was updated to both define and illustrate how the blended rate for vacation and sick time payout is calculated.

Health and Safety

- The annual physical agility test created by the Fire Department will be mandatory instead of voluntary beginning in July of 2020. There will not be any punitive actions for not passing.

Payroll Deduction of Dues

- Employees will now be allowed to join the collective bargaining unit at the completion of recruit school and promotion to firefighter, eliminating the 180 day previous waiting period.

Life Insurance

- Increase life insurance coverage from \$12,500 to \$15,000.

Wage Rates

- Increased hourly rates to create more competitive wages and consistency between step and grade.
- Proposed cost of living adjustments (COLA's) annually of 2.5%, 2.5%, 3.0% in 2020, 2021, 2022 respectively
- Total wage and fringe benefit increase impact over the three year period is estimated at \$2,383,807. The calculation considered includes increasing staffing levels by one.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve an ordinance authorizing the Mayor to execute the Agreement with the IAFF Bargaining Unit.

Attachments:

1. Ordinance
2. IAFF Contract 2020-2023

ORDINANCE NO. 2020-____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND PROFESSIONAL FIRE FIGHTERS OF PADUCAH, LOCAL 168, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute an Agreement with the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters.

SECTION 2. This Agreement shall be effective from July 1, 2020 through June 30, 2023.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 28, 2020

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\fire\IAFF 2020-2023

AGREEMENT
BETWEEN
THE CITY OF PADUCAH

AND

**THE PROFESSIONAL FIRE FIGHTERS OF
PADUCAH, LOCAL 168, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS**

Effective

July 1, 2020

through

June 30, 2023

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PREAMBLE

Whereas a referendum was held and whereas the City of Paducah, hereinafter referred to as the "City", and the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters, hereinafter referred to as the "Union" have met and conferred, the parties agree to maintain and promote harmonious relations between the City and Union, in order that efficient and progressive public service may be rendered, as follows:

ARTICLE 1 DEFINITIONS

The parties agree that whenever in this Agreement a term such as "fire fighter", "fireman", "employees of the Fire Department", "employees", or "members of the platoon" is used, the term refers to those personnel expressly included in the bargaining unit as set out in Article II, Recognition, and further this Agreement in no manner whatsoever has any effect on the wages, hours, and working conditions of other City personnel.

The parties agree that whenever in this Agreement the term "City" is used, the term refers to whomever the Board of Commissioners has designated to exercise the right or discharge the obligation in question.

ARTICLE 2 RECOGNITION

The City hereby recognizes the Union as the exclusive collective bargaining representative for all employees of the Fire Department of the City of Paducah in the classifications of Firefighter, Lieutenant, Captain, and excluding the Fire Chief, Assistant Fire Chiefs, Training Officer, Fire Marshal, Deputy Fire Marshal, administrative clerical personnel, probationary employees and excluding any non-uniform personnel.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1.

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 to 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 rules and 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 from one station to another in a manner most advantageous to the City; to contract and to subcontract with outside contractors; to establish, modify or change manning of apparatus, amount of apparatus in the fleet, etc.; the right to direct the members of the Fire Department, including the right to hire, promote, or transfer any employee; the right to organize and reorganize the Fire Department in any manner permitted by law including the size of the Fire Department and the determination of job classifications; the right to determine the method and frequency of pay, the allocation and assignment of work to employees within the Fire Department in a manner most 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 establish basic in-service training programs and requirements of upgrading the skills of employees with adequate training; to determine the location, methods, means and personnel by which operations are to be

conducted; to establish, implement and maintain an internal security practice; to schedule overtime above that called for in Section 1 of Article 9, vacations, days off and holidays off; to determine rank based upon the duties assigned; to take whatever actions may be necessary to carry out the mission of the City in dire emergency situations.

Section 2.

Failure by the City to exercise any of its rights shall not constitute a waiver of that right. The above rights 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.

Section 3.

Promotions

Recommendations to the City Commission for Promotion to the ranks of Captain and Lieutenant will be based on a weighing of evaluation of each Candidate's:

Annual Evaluations

Job Performance

Leadership

Initiative

Personnel Record

Assistant Chiefs' Comments

Resume

Education and Continuing Education

Interview Board ranking and notes

Seniority

After a promotion is made the Chief will provide on the request of any candidate not selected for promotion a written summary of the candidates strengths and areas for improvement that were weighted in considering the candidate for promotion.

This content of the summary is not subject to the grievance procedure.

Section 4.

Reductions-in-force:

The City agrees that any changes in the organizational Ordinance and/or Municipal Order for the Fire Department by the City Commission that results in a reduction-in-force of employees represented by Local 168 of the IAFF will require a thirty (30) day advance written notice to the Union. The purpose of the advance notice is to give the Union opportunity to comment publicly to the Commission. Temporary lay-offs due to budget shortfalls are not covered by this provision.

ARTICLE 4 PUBLIC OBLIGATION

Section 1.

The Union shall not strike during the term of this Agreement.

Section 2.

Further, in consideration of this Agreement, the City shall not lock out its employees of the Fire Department during the term of this Agreement.

Section 3.

Any member of the Bargaining Unit, who during the term of this Agreement participates in a strike against the City of Paducah shall be deemed to have breached the terms of this contract and shall further be deemed to be guilty of misconduct. Any person participating in such a strike in the Paducah Fire Department will not receive pay or compensation from the City during the period he is engaged in the strike. Any person participating in such a strike shall be subject to disciplinary action under the provisions of KRS Chapter 95.

Section 4.

If the members of Local 168 engage in a strike against the City of Paducah during the term of this Agreement, then it shall cease to be recognized as the exclusive representative of the employees and shall be ineligible to act as their exclusive representative for a period of two years following the end of the strike. In addition, the City shall be under no further obligation to make payroll deductions for union dues for a period of two years following the end of the strike.

Section 5.

"Strike" means an employee's refusal, in concerted action with others, to report for duty, or willful absence from the position, or stoppage of work, or abstinence in whole or in part from the proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing, or protesting a change in the wages, hours, or other terms and conditions of employment, provided however, a strike shall not mean an effort by an individual member of Local 168 who attempts, without Union authorization, to influence, coerce, or change wages, hours, or other terms and conditions of employment.

ARTICLE 5 PAYROLL DEDUCTIONS OF DUES**Section 1.**

Employees of the Fire Department on the effective date of this agreement or employed thereafter, shall have the option of becoming members of the Union after completion of Recruit School and promotion to the status of Firefighter. Any present or future employee who is not a member of the Union after completion of Recruit School shall, pay the Union a monthly service charge, which shall be an amount equivalent to the amount of dues and assessments payable by the Union member. The Union certifies to the Employer that the service charge charged nonmembers is in compliance with all State and Federal laws, including requirements established by the U.S. Supreme Court for the establishment of service and agency fees, and indemnifies the Employer for any award made against it as a result of suits over the service charge.

The Employer agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of the deductions shall remain in full force and effect during the term of this Agreement.

Section 2.

The Union shall hold the City harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason with action taken by the City in reliance upon employee payroll deduction authorization forms submitted by the Union to the City.

Section 3.

The City shall provide each member of the Union's Executive Board with a copy of this Agreement and the Union agrees to provide the City with a roster of the names of its Executive Board, their addresses, and telephone numbers. The Union also agrees to notify, in writing, the City within five (5) days upon the day that any change in the members of the Executive Board occurs.

****Addendum – Notwithstanding anything to the contrary therein, this section shall not be applicable if any part thereof shall be in conflict with applicable State Law; provided, however, that if all of any part of this section becomes permissible by virtue of a change in applicable State Law, whether by legislative or judicial action, the provisions of this section held valid shall immediately apply.**

ARTICLE 6 NON-DISCRIMINATION

Section 1.

The City agrees not to restrain or coerce any employee because of any authorized employee activity in an official capacity on behalf of the Union.

Section 2.

The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful disparate treatment, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 3.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 7 DISCIPLINARY ACTION

The parties hereto agree that all disciplinary matters will be governed by the provisions of KRS 95, provided however; an employee may voluntarily accept discipline, discharge, or demotion in lieu of having charges preferred against them under the provisions of KRS 95. Any disciplinary action the City takes that is covered by KRS 95 will not be subject to the Grievance Procedure.

ARTICLE 8 EXCHANGE OF DUTIES AND UNION BUSINESS LEAVE

Section 1.

Upon approval of the Chief of the Department, or to the Assistant Chiefs to whom the Chief has delegated the authority, employees may exchange duty by "trading time" with each other on a voluntary basis in instances including, but not limited to, situations where a member has depleted their paid leave allowances and continues to be unable to return to duty; attendance at professional or Union conferences and schools, any official Union business, and such other situations where the member's absence could not otherwise be compensated for purely personal reasons. Work back and exchange of duties, as provided for herein shall in no way result in credit for extra compensation for the one performing the duty in the form of overtime or other provisions for increased pay. The approval of the Chief of the Department or the Assistant Chiefs to whom the Chief has delegated the authority shall not be unreasonably withheld. Both employees involved in the exchange of duty must follow the City's procedure which limits the number of "trading time's" to eighteen 24 hour exchanges (432 hours) annually each for personal use and for union business leave. Sick time work back is defined further under Section 2. The Chief will maintain records of all exchanges and work back and verify compliance with City record-keeping requirements and 29 USC par 207 (p) 3, 803 KAR 1:063, KRS 337.020 and others as they become applicable.

Section 2.

An employee who has exhausted their paid leave due to an extended sick leave absence from illness or non-work related injury and had as much as two-thirds (2/3) of their earned sick leave available at the beginning of the absence qualifies for up to six (6) months of work place coverage from qualified employees who agree to voluntarily work or donate unused vacation time (as long as no overtime is predicted to be needed to maintain minimum staffing as contained in City policy and can't be granted any earlier than 72 hours before the start of the covered shift) as their replacement. The employee who is absent due to illness/injury will be paid and the voluntary replacement will not receive compensation from the City or will have vacation time deducted if approved. Under unusual circumstances where a member does not have 2/3 of their sick time available at the beginning of the absence who does not qualify for sick time work back, the affected employee can petition through a labor management meeting to qualify for sick time work back.

Section 3.

The City agrees that members of the Union negotiating team, but in no event more than three (3) employees, shall, if on duty, be allowed to participate in negotiations without loss of pay for up to a total of ninety (90) hours compensated (each employee participating while in a work status will have their hours counted toward the total 90 hours allowed) for negotiations sessions mutually agreed to by the City. Nothing herein prevents additional negotiating sessions between the City and the Union except that the City will not be responsible for loss of wages beyond that previously described.

Section 4.

The City agrees that a Union representative and one grievant, regardless of whether more than one employee of the Fire Department is involved in the grievance, shall be allowed time off to attend any meeting held pursuant to the grievance procedure (Steps 1 through 4) in Article 26 of this Agreement without loss of pay if on duty.

ARTICLE 9 WORKWEEK AND OVERTIME

Section 1.

The Fire Department shall be divided into three platoons. Each platoon shall be on duty for twenty-four (24) consecutive hours, after which the platoon serving twenty-four (24) hours on duty shall be allowed to remain off duty for forty-eight (48) consecutive hours except in cases of dire emergency.

Section 2.

The change time or designated time that each platoon shall change shifts shall be at 6:40 a.m. each day.

Section 3.

All hours worked in excess of forty (40) hours per week shall be compensated for at a rate of one and one-half times the regular straight-time hourly rate.

Section 4.

a) When an employee is called in and required to work overtime, he shall receive a minimum of six (6) hours of overtime at one and one-half their regular straight-time hourly rate, regardless of whether such employee worked a full six (6) hours or not. In the event the employee works beyond six (6) hours during the same overtime period, said employee shall receive time and one-half pay for each hour or part of an hour after the six (6) hour period expires (partial hour worked shall be considered a full hour).

b) An employee required to work beyond the end or before their regularly scheduled work shift shall receive overtime compensation for the actual hours worked at one and one-half the employee's regular straight-time hourly rate before and after each shift. In the event the employee works beyond two (2) hours, the employee shall receive four (4) hours overtime at one and one-half their regular straight-time hourly rate. In the event the employee works beyond four (4) hours during the same overtime period, said employee shall receive time and one-half pay for each hour or part of an hour after the four (4) hour period expires (partial hours worked shall be considered a full hour)

c) Employees voluntarily accepting overtime scheduled by the end of their previously scheduled work shift shall receive a four (4) hour guarantee of overtime at one and one-half times their regular straight-time hourly rate. This provision does not have any impact on working into the beginning of an employees scheduled work shift and a partial hour worked shall be considered a full hour.

d) Employees voluntarily accepting overtime to participate in an administrative capacity or to assist with training shall receive overtime compensation for 2 hours minimum at one-half times their regular straight-time hourly rate. This provision does not have any impact on working into the beginning of an employee's scheduled work shift and a partial hour worked shall be considered a full hour.

e) In the event that a member of the bargaining unit is subpoenaed to testify in a court of competent jurisdiction for reasons directly relating to their official capacity with the Fire Department while off duty, they shall be compensated as set forth in this Section.

Section 5.

There shall be no pyramiding of overtime.

Section 6.

Payroll shall be biweekly.

ARTICLE 10 CLOTHING/ACCESSORY ALLOWANCE

The Fire Chief shall determine the appropriate uniform to be worn by bargaining unit employees and employees shall be required to be in proper uniform while on duty. The City, by a vendor credit system, will provide a one-time payment of \$450 for the purpose of purchasing dress uniforms. In addition, the City will provide \$900 per employee to be distributed in two installments, \$450 on January 1 and \$450 on July 1 of each year. Any remaining balance in an employee's uniform account on December 31 may be carried over. Up to \$200 of each year's clothing allowance may be used to purchase equipment items approved by the Chief in Fire Department Labor Management meetings. Each fire fighter will be able to purchase required clothing as needed in keeping with purchasing procedures established by the City and policies of the department established by the Fire Chief. The City at no cost to the Firefighter will replace Clothing/accessories torn or damaged during the performance of the Firefighter duties.

ARTICLE 11 VACATIONS

Section 1.

All platoon employees working shifts of 24 hours on duty and 48 hours off duty shall receive vacation time as follows, based upon the number of years of service completed:

- A. From the beginning of employment – End of the 3rd year - the accrual rate shall be 10 hours per month for a total of five (5) twenty-four (24) hour shift days.
- B. From the beginning of the 4th year – End of the 10th year - the accrual rate shall be 12 hours per month, for a total of six (6) twenty-four (24) hour shift days per year.
- C. From the beginning of the 11th year – End of the 15th year - the accrual rate shall be 14 hours per month for a total of seven (7) twenty-four hour shift days per year.
- D. From the beginning of the 16th year – End of the 20th year - the accrual rate shall be 16 hours per month for a total of eight (8) twenty-four hour shift days per year.
- E. From the beginning of the 21st year – End of the 25th year - the accrual rate shall be 18 hours per month for a total of nine (9) twenty-four hour shift days per year.
- F. From the beginning of the 26th year - the accrual rate shall be 20 hours per month for a total of ten (10) twenty-four hour shift days per year.

Vacation pay for platoon personnel shall be computed at the member's rate of pay times the hours absent during the pay period, and full credit shall be given for regular and overtime pay as if the member had actually worked their scheduled shift of 24 hours on duty and 48 hours off duty. Each member may accrue up to a maximum of twenty-five (25) days of vacation pursuant to the provisions of Section 4 of this Article.

Section 2.

No member of the bargaining unit shall be entitled to take more than their annual leave as defined by Section 1 or Section 2 above.

Section 3.

The Fire Chief will prepare a schedule for vacations and holiday leave time. The schedule will contain 20 leave slots with 3 individual slots each. There will be 6 slots with 3 members in each of the six slots. The 3 man slots will increase by two slots each time manning rises by 1 member over 22 on each crew.

The first week in December the Fire Chief shall bid vacation leave by seniority on each crew until the youngest member in seniority has chosen. Then by seniority holiday leave is chosen until youngest employee has been chosen.

Members of the bargaining unit with fifteen (15) years of service shall have accrued vacation time not taken in the year accrued placed in a vacation bank. The maximum hours to be accumulated in the vacation bank is 600 hours for platoon employees. Time in the vacation bank shall be used only in case of extended disability when an employee has used all of their sick leave. No employee with less than fifteen (15) years of service will be permitted to put time in the vacation bank, except employees with between ten (10) and fifteen (15) years of service may place their one (1) unscheduled day in the vacation bank. Once the employee's vacation bank reaches 600 hours, the employee will be required to schedule their vacation in the year in which it is accrued. Failure of the employee to request said vacation time shall result in the loss of that vacation.

Section 4.

Members of the bargaining unit may trade vacation time with the approval of the Fire Chief or the Assistant Chief to whom the Chief has delegated the authority.

Section 5.

Upon the termination of employment with the City a member of the bargaining unit shall be paid for all accrued and unused vacation time using the blended hourly rate up to the maximum amounts permitted to be accrued under the provisions of Section 1 and Section 2 above. An example of how the blended hourly rate is calculated is as follows:

Blended Rate Calculation:	
18.90	Regular rate
<u>2,080.00</u>	Regular hours per year
39,312.00	A
28.35	O/T rate
<u>832.00</u>	Scheduled O/T hours per year
23,587.20	B
62,899.20	A + B
<u>2,912.00</u>	Total hours worked
21.60	Blended rate

Section 6.

Notwithstanding any of the above provisions, any vacation hours accrued during the year that equal less than 24 hours (hours accrued due to an increase in years of service) or in unusual situations whereby the

fire fighter is unable to utilize earned vacation hours during the year, he may be allowed to temporarily increase their accrued vacation balance in excess of the 600 hours, regardless of the years of service, with the approval of the Fire Chief. These hours should be taken in the next calendar year, if possible.

ARTICLE 12 HOLIDAYS

Section 1.

Members of the Fire Department working as a member of a platoon performing duty in shifts of 24 hours on duty and 48 hours off duty shall be given the holidays listed in Section 2 with a credit of 2 holidays per 24 hour shift and they shall be compensated for such holidays at their average earnings including regular and overtime pay for a 56-hour workweek. Holidays will be scheduled as described in Article 11, Section 4.

Section 2.

All members of the bargaining unit within the Fire Department shall receive the following 11 holidays:

New Year's Eve

New Year's Day

Martin Luther King Jr. Day

Memorial Day (Monday Observance)

Independence Day

Labor Day

Thanksgiving Day

The day immediately following Thanksgiving Day

Christmas Eve

Christmas Day

Personal Day (July 1)

Section 3.

A Personal day shall be part of the 11 holidays granted each calendar year, but shall be scheduled as July 1.

Section 4.

Whenever a member of the bargaining unit works on a legal holiday, the said member(s) shall be paid two (2) times their hourly rate of pay for an additional eight (8) hours for working on said holiday. In order to receive holiday pay, a bargaining unit member must work at least 6 hours on said holiday. In the instance of exchange of duty, the employee whose shift is being worked will receive the holiday pay. A legal holiday is defined as any of the holidays set forth in Article 12, Section 2.

Section 5.

Whenever the City Commission designates a City-wide holiday in addition to those mentioned in Section 2 above, members of the bargaining unit shall be granted an additional holiday and compensated as described in Section 1 above. Closing of city offices due to weather or other emergencies are not considered a holiday.

ARTICLE 13 SENIORITY

In the case of a personnel reduction, the employee with the least seniority shall be laid off first. Time in the Fire Department shall be given the utmost consideration. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work.

ARTICLE 14 HEALTH INSURANCE

The City will continue to offer a group health insurance plan "Plan" to all full-time employees and/or retirees who qualify for and participate in the City's Plan, whereby participation is defined under the terms and conditions set forth during each annual renewal period or any intervening period as permitted by the summary plan description.

Section 1.

If during the term of this agreement, the City chooses to maintain its grandfathered status for the City's self-funded insurance plan in place as of March 23, 2010, it agrees to adhere to the following prescribed mandates currently in effect, in addition to any other limitations imposed by the 2010 Healthcare Reform Legislation as adopted and considering any future amendments, unless repealed:

- a) **Elimination of Benefits-** The City agrees not to eliminate all or substantially all benefits to diagnose or treat a particular condition under the "Plan."
- b) **Increase in Percentage Cost-Sharing-** The City agrees not to increase (measured from March 23, 2010) the percentage cost-sharing (e.g., an increase in co-insurance paid by covered employees).
- c) **Increases in Fixed-Amount Cost-Sharing-** The City agrees to adhere to the regulations governing increases in fixed amount cost-sharing (e.g., deductibles or co-payments) measured from March 23, 2010. The City will not increase fixed cost sharing above an inflationary adjustment of up to 15% above medical inflation fixed-amount cost-sharing other than co-payments (such as a deductible). Medical inflation is defined by reference to the overall medical care component of the Consumer Price Index for All Urban Consumers (CPI-U) (unadjusted) published by the Department of Labor (OMCC). For co-payments, The City agrees not to increase (measured from March 23, 2010) the fixed-amount co-payments above the greater of (1) \$5, increased by medical inflation; or (2) 15% above medical inflation.
- d) **Decrease in Rate of Employer Contributions –** The City agrees not to decrease its contribution rate (whether based on a formula or on cost of coverage) for any tier of similarly situated individuals by more than 5 percentage points below the contribution rate on March 23, 2010. In the case of a self-insured plan, contributions by an employer or employee organization are equal to the total cost of coverage minus the employee contributions toward the total cost of coverage.

Section 2.

If during the term of this agreement, the City chooses to join the KEHP (Kentucky Employees' Health Plan), the City agrees to adhere to the contribution rates as set forth by the State of KY, during renewal and open enrollment windows annually.

Section 3.

If during the term of this agreement, the City finds it necessary to seek an alternative arrangement (other than the arrangements described in Sections 1 and 2) for providing health care benefits to its employees, it agrees to provide coverage to its participating employees with cost sharing arrangements,

coinsurance, and deductibles that are substantially equivalent compared to the plan(s) offered for the plan year 2011, unless said benefits have been modified as a result of federal or state legislation. (Appendix 2 Summary of Benefits 2011)

Section 4.

The City will not reimburse for any expenses paid for by any other insurance carrier, including Worker's Compensation or for any other medical expenses which are not covered medical expenses under The Plan or which are not considered as usual, customary or reasonable, or considered medically necessary.

Section 5.

If either the Commonwealth of Kentucky or the federal government enacts legislation that modifies the benefits provided bargaining unit employees, nothing in this Article will prevent the City from adhering to the mandates as prescribed by law.

Section 6. The terms and conditions of the Health Insurance Plan control as to all questions, including eligibility, benefits provided, and the amount of benefits.

Section 7. The City retains the right to enact procedural changes during the Agreement to attempt to control costs.

ARTICLE 15 LIFE INSURANCE

Section 1.

The gross premiums for life insurance shall be paid by the City of Paducah. All earned dividends on such insurance policy or policies shall be paid to the City and shall be and become a part of the general fund.

Section 2.

The life insurance benefit on an employee's life shall be in the face value amount of \$15,000 to be paid upon the employee's death. The City agrees to provide a double indemnity benefit for any employee killed in the line of duty which will be \$50,000 or equal to any public safety employee to be paid upon the employee's death. The Union, however, recognizes the City's right to switch insurance carriers as long as the City continues to provide equal or better benefits.

Section 3.

Upon retirement an employee participating in the group insurance plan may continue their coverage in the amount of Four Thousand Dollars (\$4,000) for which the retiree shall pay a monthly premium of fifty (50%) percent of its cost. The City shall pay an amount not to exceed Fifty percent (50%) of the total monthly premium. In no event shall the City pay more than Fifty percent (50%) of any such premium.

Section 4.

The parties agree that the insurance policies control all conditions for eligibility and terms of coverage, conditions under which benefits shall be paid and the amount of said benefits to be paid.

Section 5.

A copy of the current Life Insurance Policy and any changes in its terms or a change in carriers will be given to the Union President.

ARTICLE 16 ACTING PAY

Section 1.

In the event employees of the Fire Department act in a position of responsibility higher than the position the employee holds, and the temporary assignment is to be for greater than 10 consecutive 24 hour shifts (excluding unscheduled overtime and training assignments lasting less than 10 consecutive shifts), then the wage rate of the employee will be adjusted according to the wage rate the employee would receive if he were actually in the higher rated classification. For the purposes of determining the 10 consecutive shifts, one of the 10 shifts may be less than 24 hours but must be greater than or equal to 12 hours. The wage rate for a Captain acting as an Assistant Chief will be their Acting base wage rate plus \$1.25 per hour. The adjusted wage rate will be paid in a manner corresponding with the actual dates working in said acting position. Employees filling positions of higher classification on intermittent or short-term bases are expected to perform those duties as part of their classification responsibility*.

Section 2.

There will be \$.80 cents per hour for each shift and it will be distributed according to the expected utilization of Captains filling the role of Assistant Chief, the actual numbers of Captains receiving the additional compensation and who will receive the compensation is subject to assignment by the Fire Chief (Captains subject to acting as Assistant Chief #1 will receive + \$.60 per hour, in Acting base wage rate, Acting Assistant Chief #2 will receive + \$.15 per hour in Acting base wage rate, and Acting Chief #3 will receive + \$.05 per hour, in Acting base wage rate). Additionally, Firefighters appointed to Relief Driver status will be made by seniority with consultation by the Fire Chief and the appropriate Captain(s) and final approval by the City Manager.

ARTICLE 17 SICK LEAVE AND PAY

Section 1.

Members of the platoon in the Paducah Fire Department working shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall be charged with two (2) sick leave days for one shift period for twenty-four (24) hours of illness. One (1) day of sick leave will be charged for a period of illness up to twelve (12) hours. Compensation for sick leave shall be computed at the member's rate of pay times the hours absent during the pay period, and full credit shall be given for regular and overtime pay as if the member had actually worked their scheduled shift of twenty-four (24) hours on duty and forty-eight (48) hours off duty as required by KRS 95.500.

Section 2.

A sick day shall be defined as a minimum of one twelve (12) hour period of illness or absence because of the death or illness of relatives as set forth in Section 78-33 of the Code of Ordinances of the City of Paducah as is in effect on the date of the execution of this agreement or as subsequently amended.

Section 3.

Employees shall accrue sick leave at the rate 1 1/3 days per month up to a maximum of 150 days of sick leave time. Exception to this is noted in Section 6.

Section 4.

Retirement Time Purchase: Employees that entered the system prior to 1-1-2014 and selected the retirement time purchase benefit shall be allowed to maintain the retirement time purchase option until retirement. When these employees retire, 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. Employees in the retirement time purchase group accrue sick leave at the rate of 1 ½ days per month up to a maximum of 242 days of sick time.

Section 5.

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 Section 4 above or the payment alternative described in Section 6 below.

Section 6.

Payment alternative: Members of the bargaining may elect the following benefit in lieu of the retirement time purchase described in Section 4.

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 day's pay.

Exception to Section 3. After an employee accrues 150 days in a given year, any sick time earned after that point within that year will be purchased by the City using the following formula. Beginning sick time plus annual accrual minus annual time used divided by 3.

$$\frac{(\text{Beginning sick time (max 150 days)} + \text{annual accrual}) - \text{Annual time used}}{3}$$

3

The payment for these days shall be an amount equivalent to one day's pay using the blended hourly rate calculation multiplied by the value determined above. See Article 11 Section 5 for an example of this calculation. Payment for these sick days shall be no later than the second paycheck of February of the following year.

Section 7.

Members of the bargaining unit working on a forty (40) hour week schedule shall be governed by Section 78-33 of the Code of Ordinances of the City of Paducah as was in effect on the date of the execution of this agreement or as subsequently amended.

Section 8.

The City and the Union agree to abide by the rules and regulations governing sick leave as set forth in the Code of Ordinances of the City of Paducah as is in effect on the date of the execution of this Agreement or as subsequently amended.

Section 9.

An employee on sick leave shall inform the Department or as directed by the Fire Chief, of the fact and the reason therefore as soon as possible but at least by 6:00 a.m. prior to the start of their scheduled

shift and failure to do so within the first day of absence may, at the discretion of the City Manager, be cause for denial of sick leave with pay for the period of absence.

Section 10.

The Fire Chief may require an employee to take an examination, conducted by a licensed physician, designated by the Employer, to determine the physical or mental capability to perform the duties of their position. The Employer shall pay the cost of the examination.

Section 11.

Falsification of either the sick leave request or a physician's certificate or using sick leave for purposes other than which it was granted shall be grounds for disciplinary action up to and including discharge.

ARTICLE 18 BENEFITS FOR INJURY IN THE LINE OF DUTY RESULTING IN WORKERS' COMPENSATION

Section 1.

This Article applies only to full-time paid Members.

Section 2.

Should a Member receive an injury requiring the payment of Workers' Compensation rendering them temporarily unable to perform their duties for more than 7 calendar days, thereafter the City shall allow the injured worker to supplement the Member's Workers' Compensation benefits by utilizing 8 hours of their accrued sick time at straight time rate for every subsequent 7 calendar days.

- a. It is agreed that this benefit supplements benefits to which a Member may be entitled under applicable Worker's Compensation law, is not excluded from income pursuant to 26 U.S.C. 104 or 26 C.F.R. 1.104-1(b), and is a taxable benefit. The Member expressly authorizes the City to withhold applicable taxes from the Member's pay in accordance with such understanding.
- b. It is agreed that the Member and the City shall include any benefits hereunder in computing a Member's salary for contributions to CERS by the City and the Member. Furthermore, the Member and the City shall continue to contribute to CERS during the time any benefits are paid under this Article.
- c. It is agreed, that this benefit merely allows a Member to utilize accrued sick leave and does not confer upon any Member any additional sick time benefit not otherwise available.
- d. This benefit is not available to any Member if the Member has restrictions that can be accommodated with transitional duty or full duty.
- e. This benefit is not intended to create any expectation of continued employment. Furthermore, this benefit is not available if a Member is no longer employed by the City.
- f. It is agreed that a member may utilize sick time, if available, during the waiting period, unless it is determined that Workers' Compensation must go back and pick up that period. In such case, the member must repay the city the net pay received, and the city will restore their sick leave balance.

ARTICLE 19 TRANSITIONAL DUTY

Section 1.

The City agrees to consider offering transitional duty to firefighters as outlined in the Return to Work (RM – 8) policy effective August 18, 2008.

Section 2.

Transitional duty platoon members would move to a 40 hour work week and to abide by the provisions of RM – 8 including:

- a) The City agrees to pay a firefighter on transitional duty an hourly rate equal to that firefighter's hourly rate x 3328 divided by 2080.
- b) The IAFF understands the policy which prohibits engaging in outside employment in which the injured worker may reasonably be expected to perform work beyond their restrictions. Further, it is the worker's responsibility to report outside wages to the workers' compensation adjuster in a manner that can be adequately verified.
- c) The IAFF understands that failure to accept a transitional duty assignment that is offered could jeopardize indemnity benefits and agrees to have the firefighter use sick time in the event the firefighter declines a transitional duty offer.
- d) The City agrees that while on transitional duty the firefighter will retain accruals toward retirement and will not experience benefit interruption.
- e) It is mutually understood that while working a 40 hour transitional duty shift, no work is expected on holidays. The firefighter can choose to use their Holiday pay if still available at the time needed, or can choose to use sick time if Holiday pay has already been expended.

ARTICLE 20 HEALTH AND SAFETY

Section 1.

It is the desire of the City and Union to continue to maintain the best possible standards of safety and health in the Fire Department.

Section 2.

In promotion of this policy, the City agrees to provide reasonable funds and make reasonable provisions for safety equipment and sanitary health and safety protection for all employees.

Section 3.

In further promotion of this policy, the Union and employees agree to cooperate fully with the City in order to promote safety in operation; and all employees will cooperate with the City in promoting safety by the observation of all safety regulations, keeping alert to discover unsafe conditions or defective equipment, and to this end, will promptly report the same to their immediate officer. Upon receiving such a report, the City Safety Officer shall promptly investigate and give a written report to the committee.

Section 4.

The City and the Union shall appoint three (3) members each to the Occupational Safety and Health Committee. This committee will meet quarterly and discuss safety and health conditions.

Section 5.

All reports required by the Kentucky Department of Labor under the Occupational Safety and Health Act of 1970 dealing with accidents, injuries, deaths and illnesses maintained by the Fire Department shall be made available to the Safety Committee Members.

Section 6.

The parties agree that a Committee consisting of three (3) Union and three (3) management personnel will be appointed to develop a Fire Department-wide physical agility testing program to be submitted to the Fire Chief for their approval.

Once the physical agility testing program has been mutually agreed upon, the parties agree to initiate the annual, mandatory, on duty physical testing program. Successful completion of the examination will result in a \$250 incentive to be credited to an employee's medical spending account in accordance with the terms of the City's Section 125 cafeteria plan, as well as federal guidelines governing medical spending accounts or in the employee's deferred compensation account of choice, subject to the terms and limitations of the deferred compensation plan.

ARTICLE 21 LABOR/MANAGEMENT MEETINGS

Section 1.

The City and the Bargaining Unit recognize the responsibility each have to make full use of the knowledge, talent and commitment of all who are involved in the delivery of fire services to the citizens of the City. The City and the Bargaining Unit recognize the benefit to each of exploration and study of the department to provide the highest standards of service. Towards this end, the City and the Bargaining Unit agree to create and maintain Labor Relations Meetings, in conjunction with the other bargaining units recognized by the City, as an active forum for the exploration of mutual concerns.

Section 2.

The City and the Bargaining Units shall use this forum not as a substitute for collective bargaining or as a mechanism for modifying the Agreement; rather the forum is seen as an adjunct to the collective bargaining process and as an aide in implementing and maintaining the Agreement. This forum will also be useful as a place to discuss issues which arise outside of the context of collective bargaining but which represent impediments to a quality work environment, or which threaten the department's ability to deliver fire services in the most efficient manner possible. No issue that is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the City and the Bargaining Units. It is the expectation of both parties that the free flow of information and the active discussion of common concerns will positively influence both the decisions made by each party and the chances for acceptance of those decisions.

Section 3.

Department management and IAFF representatives shall meet at least 6 times per year. The designated representatives from the City and the Bargaining Units will arrange the time, place and agenda. Other meetings between the parties can be held anytime by request of either party. Time and arrangement for such meetings will be set by the designated representatives from the City and the Bargaining Units.

Section 4.

The purpose of such meetings shall be to:

- a. Discuss the administration of the Agreement;
- b. Discuss grievances which have not been processed to the Second Step of the procedure when such discussions are mutually agreed to by the parties;
- c. Notify the Bargaining Units of changes made or contemplated by the City which effect Bargaining Unit members;
- d. Disseminate general information of interest to the parties;
- e. Give the Bargaining Unit Representatives the opportunity to share the views of their members and/or make suggestions on subject of interest to their members, including interpretations of the Agreement where such discussion may prevent the necessity of filing a grievance.
- f. Discuss ways to increase productivity and improve efficiency.

Section 5.

- a. For each person selected to represent the Bargaining Unit at the Labor Relations meetings, the City will consider up to two hours per meeting of such service to be a part of their job duties when the meeting occurs during the assigned work hours of the representative. However, such meetings shall not be scheduled so as to result in the payment of overtime for any designated representative to attend said meeting.
- b. It is further agreed that if a special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

ARTICLE 22 WORK RULES

Section 1.

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.

Section 2.

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.

Section 3.

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 shall be dated and state its effective date. Each employee shall sign to acknowledge receipt of same.

ARTICLE 23 APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be numbered (or lettered), dated and signed by the responsible parties.

ARTICLE 24 CONCESSION ALLOWANCE

The City will provide funds to each fire station on a quarterly basis. These funds will be used by the fire fighters to purchase staples, condiments and other items used by the members at the station. The monthly allocation will be dispersed by the Finance Department to the Fire Chief by means of petty cash. The Fire Chief will then disperse the funds to the officer in charge of each station quarterly based upon receipt of such funds. The monthly allocation of this allowance will be as follows:

Station #	Amount
1	\$100
2	\$100
3	\$100
4	\$100
5	\$100

ARTICLE 25 SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court or agency action or by reason of any existing or subsequently enacted State or Federal legislation or regulation, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 26 GRIEVANCE PROCEDURE

A grievance is defined as any dispute between the City and the Union and/or an employee concerning the interpretation, application, or compliance with the terms of this Agreement. A working day is defined as any day City Hall is open for business.

Grievances shall be processed in the following manner:

Union's Grievance Committee shall receive all grievances in writing and shall determine whether or not a grievance exists.

Step 1.

Within five (5) working days of the receipt of the grievance and if it is determined that a grievance exists, the Grievance Committee shall present the written grievance to the Fire Chief for adjustment. The grievance must be presented within ten (10) working days after the occurrence of an event or action that causes a non-probationary employee to feel aggrieved. No grievance presented after ten (10) working days will be considered under these procedures. The grievance must state the contract provisions(s) violated, the relief sought, the facts supporting the grievance, and must be signed by the aggrieved employee. The Fire Chief shall within ten (10) working days of receipt of the grievance forward their written response to the Union Grievance Committee.

Step 2.

If the grievance is not resolved in Step 1, the Union Grievance Committee shall within five (5) working days after receiving the written response of the Fire Chief, forward a written appeal to the City Manager. If necessary, the City Manager may meet with the aggrieved employee and Union Representative within 10 working days to discuss the grievance. The City Manager shall within ten (10) working days of the receipt of the appeal hold a meeting with the Union Grievance Committee with the aggrieved employee present when practicable. The City Manager shall forward their written decision on the grievance within ten (10) working days of the meeting to the Union Grievance Committee with a copy to the Union President.

Step 3.

Mediation If the grievance is not resolved at Step 2, and the employee and the Union desire to proceed with the grievance then the employee and the Union, within ten (10) working days may request mediation by the Kentucky Department of Labor 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) working 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 advisory opinion of the mediator shall be submitted in writing within a reasonable time, but not later than thirty (30) working 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.

Step 4:

If the grievance remains unadjusted, it may then be presented by the Union to the Board of Commissioners in writing within three working days after the response of the mediator is due. 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 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 and shall be heard in public session. A vote of three Commissioners will be required to deny the grievance. The decision of the City Commissioners is final and binding upon the parties, unless said decision is found to be arbitrary and capricious by a Court of appropriate jurisdiction.

Expenses for the mediator's services in the proceedings shall be borne equally by the City and the Union provided. However, each party shall be responsible for compensating their 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 their own copy. In the event the mediator requires a verbatim record of the proceedings, the original transcript shall be borne equally by both parties.

ARTICLE 27 WAGE RATES

Article 26, Wage Rates, is hereby amended to read as follows:

Section 1.

The parties agree that the employees covered herein will be paid, as set out in Section 2 of this Article.

Section 2. Wage rates shall be paid as follows, this includes increases in the base wage and a cost of living adjustment (COLA) over a three year period effective the first bi-weekly payroll of each year:

	Payroll July COLA 2.5%	Payroll July COLA 2.5%	Payroll July COLA 3%
Captains	2020	2021	2022
< 10 years	19.63	20.12	20.72
10 years	20.12	20.62	21.24
15 years	20.62	21.14	21.77
20 years	21.14	21.67	22.32
25 years	21.67	22.21	22.87
Lieutenants			
< 10 years	17.85	18.29	18.84
10 years	18.29	18.75	19.31
15 years	18.75	19.22	19.79
20 years	19.22	19.70	20.29
25 years	19.70	20.19	20.80
Firefighter Relief Driver			
2 years	15.81	16.20	16.69
3 years	16.20	16.61	17.10
5 years	16.61	17.02	17.53
10 years	17.04	17.45	17.97
15 years	17.45	17.88	18.42
Firefighter Appointee			
6 months	13.56	13.90	14.32
1 year	14.63	14.99	15.44
3 years	14.99	15.37	15.83
5 years	15.37	15.75	16.22
10 years	15.75	16.15	16.63
15 years	16.15	16.55	17.05
	16.55	16.96	17.47

(a) Captains, Lieutenants, Firefighters-Relief Driver and Firefighters shall be paid the aforesaid hourly rates during each weekly period beginning Thursday and ending Wednesday for the first forty (40) hours of duty, and at one and one-half times said hourly rates for each duty hour in excess of forty (40).

(b) Firefighters appointed to Relief Driver Status will be made by seniority, provided that said firefighters have passed all associated qualifying testing as stated in department policy, with consultation between the Fire Chief and the appropriate Captain(s) and final approval by the City Manager. **Section 3.** Based on comparative pay studies, the City may unilaterally increase the wage rate of any rank within bargaining unit position or classification.

Section 4.

Beginning July 1, 2017, prospective wage increases will correspond to the platoon members' date of hire anniversary. For conversion to this payment method, step increases will be administered in the intervening period (from date on the floor anniversary until date of hire anniversary) so as not to cause an employee to miss a step. Nothing in this section is intended to affect an employee's probationary period. In the instance where an employee is suspended without pay, their anniversary date will be adjusted to reflect the interruption in service, delaying their step increase by the length of their suspension(s).

Section 5.

If during the term of this agreement the City of Paducah implements a negotiated pay increase:

1. Beginning during the course of this Agreement or
2. Simultaneously with this Agreement

For any bargaining unit, and that percentage pay increase is in excess of the amount granted to the bargaining unit herein, then, in that event, the City of Paducah will simultaneously therein adjust the bargaining unit wage scale. The aforesaid adjustment shall equal, but not exceed, the differential between the percentage amount awarded to the bargaining unit herein and the higher percentage amount granted to any other City bargaining unit.

ARTICLE 28 CONTINUANCE OF EXISTING MONETARY RIGHTS

Unless otherwise provided in this contract the City agrees to continue its present policies in regard to all benefits of direct monetary value to the employees.

ARTICLE 29 DURATION

Section 1.

The Agreement, when signed by the duly authorized officers of the City and the Union, shall become effective as of the date of execution, and shall terminate on June 30, 2023. If a new agreement is not executed, the parties may agree in writing to extend the current agreement for an additional period of time.

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 resolutions authorizing same.

Section 2.

Between November 1 and 15, 2022, 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 up to 5 negotiating meetings to be held between January 2 and March 1, 2023. Failure to reach tentative agreement in this timeframe will result in a forty-five (45) day suspension of negotiations. On or about April 16 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 sixty (60) days

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand this _th day of _____, 2020. This agreement, if approved by Final Ordinance, shall become effective upon signing.

FOR THE CITY OF PADUCAH,
KENTUCKY:

FOR THE PROFESSIONAL FIRE
FIGHTERS OF PADUCAH, LOCAL
168, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS:

Brandi Harless, Mayor

Nathan Torian, President