



**CITY COMMISSION MEETING
AGENDA FOR OCTOBER 13, 2020
5:30 PM
VIDEO AND/OR AUDIO TELECONFERENCE MEETING**

*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 return to the City Clerk's Office no later than 3:30 p.m. on the day of the Commission Meeting.
The Mayor will call on you to speak during the Public Comments section of the Agenda.*

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION(S)

2021 Employee Benefits Renewal - D.J. Story, Peel & Holland

BUILD Grant Excursion Boat Landing Concept - Rick Murphy

Greater Paducah Economic Development Update - Bruce Wilcox, GPED

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 September 22, 2020
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Position & Pay Schedule - M SMOLEN
	E.	Pay Grade Schedule - M SMOLEN
	F.	Authorize Annual Payment Paxton Park Golf Course in the amount of \$75,000 - M THOMPSON
	G.	Approve FY2021 Contract For Services with Paducah Transit Authority in the amount of \$215,000 - J ARNDT
	H.	Approve FY2021 Contract for Services with the Luther F. Carson Four Rivers Center, Inc. in the amount of \$54,000 - J ARNDT
	I.	Acceptance of CARES Act funding for COVID-19 Relief through the

			Department of Local Government in the amount of \$1,786,875 - T WILSON
		J.	Application for Center Point Recovery Center - 2020 CDBG Coronavirus Grant - T WILSON
		K.	Application & Acceptance for a First Responders Grant through the Marathon Petroleum Foundation in the amount of \$4,800 - S KYLE
		L.	Application and Acceptance of the Kentucky League of Cities Insurance Services (KLCIS) Liability Grant in the amount of \$3,000 - R MURPHY
		M.	Health, Vision and Dental Benefit Plan Premiums for 2021- S SUAZO
		N.	Approve Strategic Health Risk Advisor & Strategic Benefit Placement Services with Peel & Holland – S SUAZO
		O.	Administrative Services and Stop Loss Insurance with Anthem Blue Cross Blue Shield - Peel & Holland
		P.	Use of spending credits for eligible employees pursuant to the City's group health insurance plan for the 2021 plan year - Peel & Holland
		Q.	Approve the Proposal for a Change in the Group Life Insurance with to Mutual of Omaha effective January 1, 2021 - Peel & Holland
		R.	Approve 911 Communications Service Agreement with Melber New Hope Fire District - B LAIRD
	II.	<u>ORDINANCE(S) - ADOPTION</u>	
			A. Collection of property taxes imposed by the Paducah Independent School District - J PERKINS
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Approval of a Renewal Lease Agreement with Forest Hills Village, Inc. - J ARNDT
	IV.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	V.	<u>EXECUTIVE SESSION</u>	

September 22, 2020

At a Regular Meeting of the Board of Commissioners, held on Tuesday, September 22, 2020, at 5:30 p.m., Mayor Brandi Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

In order to keep the Commission and public safe in the midst of the COVID-19 outbreak and in accordance with Kentucky Executive Order 2020-243 and SB 150, all members of the Board of Commissioners participated using video and/or audio teleconferencing. The public was invited to view the meeting on the government access channel Government 11 (Comcast channel 11). The meeting was also streamed on the City's You Tube channel for the public's convenience. Further, members of the public were invited to participate in the meeting to make public comments by joining the virtual teleconference.

INVOCATION:

Commissioner McElroy led the Invocation.

PLEDGE OF ALLEGIANCE

Commissioner Abraham led the pledge.

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 September 8, 2020 Paducah Board of Commissioners Meeting
I(B)	Receive & File Documents <u>Minutes File:</u> 1. Notice of Regular Meeting of the Board of Commissioners of the City of Paducah – September 8, 2020 ((Virtual Meeting) <u>Deeds File:</u> 1. Deed of Conveyance – City of Paducah to Midtown Alliance of Neighbors (Lot 1 – Remington Subdivision) ORD 2020-06-8639 2. Deed of Conveyance – City of Paducah to Midtown Alliance of Neighbors (Lot 2 – Remington Subdivision) ORD 2020-06-8639 3. Deed of Conveyance – City of Paducah to Midtown Alliance of Neighbors (Lot 3 – Remington Subdivision) ORD 2020-06-8639 4. Deed of Conveyance – City of Paducah to Midtown Alliance of Neighbors (Lot 11A – Remington Subdivision) ORD 2020-06-8639 <u>Contract File:</u> 1. Interlocal Agreement for Acceptance and Administration of Edward Byrne Justice Assistance Grant (JAG) Award – MO #2380 <u>Financials File:</u> 1. City of Paducah – June Investment Summary <u>Bids:</u> 1. Bid of Youngblood Excavating & Contracting – Peck Education Trail MO #2378
I(C)	Personnel Actions

September 22, 2020

I(D)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF DUMPSTERS, LIDS AND REPLACEMENT PARTS IN AN AMOUNT NOT TO EXCEED \$130,000 FOR FY2021 FOR UTILIZATION BY COMMERCIAL BUSINESSES WITHIN THE CITY OF PADUCAH (MO #2381; BK 11)
I(E)	A MUNICIPAL ORDER ACCEPTING THE BID OF LINWOOD MOTORS FOR SALE TO THE CITY OF PADUCAH NINE (9) POLICE PURSUIT RATED SUV'S IN AN AMOUNT OF \$334,929 WITH OPTION TO PURCHASE TWO (2) ADDITIONAL SUV'S AT THE UNIT BID PRICE BEFORE JUNE 30, 2021, FOR USE BY THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (MO #2382; BK 11)
I(F)	A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF TWO (2) PICKUP TRUCKS IN THE AMOUNT OF \$53,600, FOR USE BY THE STREET DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (MO #2383; BK 11)
I(G)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO ACCEPT A GRANT AWARD AND TO EXECUTE ALL DOCUMENTS NECESSARY TO OBTAIN A 2018 REIMBURSEMENT GRANT THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY, LAW ENFORCEMENT PROTECTION PROGRAM, IN THE AMOUNT OF \$11,305 TO BE USED TO PURCHASE SEVENTEEN (17) BODY ARMOR VESTS FOR THE PADUCAH POLICE DEPARTMENT (MO #2384; BK 11)

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

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

ORDINANCE ADOPTION

FY2021 CITY OF PADUCAH PROPERTY TAX LEVY

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2020 THROUGH JUNE 30, 2021, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED"

<u>PURPOSE</u>	<u>RATE PER \$100.00</u>
<u>General Fund of the City</u>	
Real Property	\$0.267
Personal Property	\$0.390
Motor Vehicles & watercraft	\$0.390

September 22, 2020

School Purposes

Paducah Junior College

Real Estate	\$0.016
Personal Property	\$0.016
Motor Vehicles & watercraft	\$0.031

Total Tax Rate per \$100 - real property	\$0.283
Total Tax Rate per \$100 - personal property	\$0.406
Total Tax Rate per \$100 – inventory	\$0.000
Total Tax Rate per \$100 – motor vehicle & watercraft	\$0.421

Property taxes levied herein shall be due and payable in the following manner:

In the case of tax bills which reflect an amount due of less than Nine Hundred Dollars (\$900.00), the payment shall be due on November 1, 2020, and shall be payable without penalty and interest until November 30, 2020.

In the case of all other tax bills, payment shall be in accordance with the following provisions:

- The first half payment shall be due on November 1, 2020, and shall be payable without penalty and interest until November 30, 2020.
- The second half payment shall be due on February 1, 2021, and shall be payable without penalty and interest until February 28, 2021.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5) **(ORD 2020-09-8655; BK 36)**

PURCHASE OF REAL ESTATE LOCATED AT 2640 SOUTH 24TH STREET FOR THE “AS IS” PURCHASE PRICE OF \$8,000

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE OF A CERTAIN TRACT OF REAL ESTATE GENERALLY LOCATED AT 2640 SOUTH 24TH STREET, PADUCAH, McCRACKEN COUNTY, KENTUCKY, FROM WAYNE STRICKLAND, A/K/A CECIL WAYNE STRICKLAND AND HIS WIFE, NANCY CARROL STRICKLAND, FOR A PUBLIC PURPOSE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.” This ordinance is summarized as follows: This Ordinance authorizes the City of Paducah, Kentucky, to acquire a certain tract of real property, including structures and improvement, generally located at 2640 South 24th Street, Paducah, McCracken County, Kentucky, from Wayne & Nancy Strickland for the purchase price of Eight Thousand Dollars (\$8,000) for the purpose of creating stormwater drainage and management within the area.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5) **(ORD 2020-09-8656; BK 36)**

September 22, 2020

FINAL ANNEXATION ORDINANCE FOR BREMER, OLIPHANT & KING

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY FINALIZING THE ANNEXATION OF CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS" This ordinance is summarized as follows: The City of Paducah hereby approves the final annexation of certain tracts of property contiguous to the present city limits, located at 1815 Olivet Church Road, 6215 Blandville Road and 5269 Hinkleville Road, containing 8.6 acres, more or less.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5) **(ORD 2020-09-8657; BK 36)**

ORDINANCE - INTRODUCTION

COLLECTION OF PROPERTY TAXES IMPOSED BY THE PADUCAH INDEPENDENT SCHOOL DISTRICT

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an Ordinance entitled, " AN ORDINANCE AUTHORIZING THE CITY OF PADUCAH TO COLLECT TAXES FOR THE PADUCAH INDEPENDENT SCHOOL DISTRICT FOR THE PERIOD FROM JULY 1, 2020 THROUGH JUNE 30, 2021" This ordinance is summarized as follows: The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all real property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period of July 1, 2020 through June 30, 2021, an ad valorem tax of eighty-six and 4/10 cents (\$0.864) on each one hundred dollars (\$100.00) assessed valuation of all real property subject to taxation for school purposes in the City of Paducah, Kentucky, and an ad valorem tax of eighty-six and 4/10 cents (\$0.864) on each one hundred dollars (\$100.00) assessed valuation of all personal property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

PURPOSE

RATE PER \$100.00

PADUCAH INDEPENDENT SCHOOL DISTRICT

Real Estate	\$0.864
Personal Property (including inventory)	\$0.864

Taxes authorized to be collected shall be due and payable as set forth in the Ordinance for setting Tax Levies for the City of Paducah for FY2021 as adopted September 22, 2020.

September 22, 2020

COMMENTS BY CITY MANAGER

- Ribbon Cutting – Friday, September 25 @ 10:00 a.m. – Greenway Trail Phase V
- Ribbon Cutting – Monday, September 28 @ 11:00 a.m. – Noble Park Tennis Courts
- Lindsay Parish, City Clerk, will be a presenter at the ICMA Conference. Lindsay reports this will be done with Open Counter and will focus on user-friendly permitting.

COMMENTS BY COMMISSIONERS

- Commissioner McElroy thanked all City employees who helped in the installation of the Music Garden in Noble Park. The project was a wonderful partnership, and the ribbon cutting was a great celebration.
- Commissioner McElroy acknowledged the work that Chris Yarber and his crew are doing to install downtown landscaping.
- Commissioner Wilson stated that all the ribbon cuttings have been exciting.

ADJOURN

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

Meeting ended at approximately 5:48 p.m.

ADOPTED: October 13, 2020.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

October 13, 2020

Minute File:

1. Notice of Meeting of the Board of Commissioners – Commission – September 22, 2020
2. Notice of Meeting of the Board of Commissioners – Public/Media – September 22, 2020
3. 2020 Workers’ Compensation KLC Safety Grant Award Notice dated June 19, 2020 — **MO #2356**
4. 2020 “Our Paducah” Strategic Plan – **MO #2368**
5. Performance Bond – Youngblood Excavating & Contracting LLC – Peck Educational Trail – **MO #2378**

Deed File:

1. Quitclaim Deed – City of Paducah – W. M. Curtis Alley Closure – **ORD 2020-04-8630**
2. Quitclaim Deed – City of Paducah – Kelly Curtis Walker f/k/a Kelly Curtis Morgan – Alley Closure – **ORD 2020-04-8630**
3. Quitclaim Deed – City of Paducah to Andrew Suggs – Lot 10A – Remington Subdivision – **ORD 2020-06-8639**
4. Commissioner’s Deed – 418 North 13th Street
5. Deed of Conveyance – Gary E. McDowell to City of Paducah – 612 South 21st Street – **MO #2373**

Contract File:

1. Notice of Default and Termination of Contract – Huffman Construction LLC – **ORD 2020-05-8638**
2. Contract Change Order – Jim Smith Contracting Company LLC - resurfacing program **ORD 2020-08-8644**
3. Contract with Pace Contracting LLC – Flood Pump Station #2 Rehabilitation Project – **ORD 2020-08-8652**
4. Department of Justice – COPS Hiring Program Grant – **MO #2369**
5. Contract with Youngblood Excavating & Contracting LLC - \$242,690 – Peck Educational Trail – **MO #2378**
6. Contract with Linwood Motors for the purchase of nine (9) Police Pursuit Rated SUV’s in the amount of \$334,929 – **MO #2382**
7. Contract with Linwood Motors for the purchase of two (2) pickup trucks for use by the Street Department in the amount of \$53,600 – **MO #2383**

Financials

1. Paducah Water Works – August, 2020

Bids

1. Nine (9) Police Pursuit rated SUV's
 - a. Linwood Motors * ***Bid Recommended For Acceptance***
 - b. Paducah Ford
 - c. Humboldt Chrysler/Dodge/Jeep
 - d. Lonnie Cobb Ford
 - e. John Jones Auto Group
2. Two Pickup trucks – Street Department
 - a. Linwood Motors * ***Bid Recommended For Acceptance***
 - b. Paducah Ford
 - c. Humboldt Chrysler/Dodge/Jeep
 - d. Lonnie Cobb Ford

CITY OF PADUCAH
October 13, 2020

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

Michelle Smolen

City Manager's Office Signature

10/8/2020

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
October 13, 2020**

NEW HIRES - FULL-TIME (F/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Newberry, Peyton	Parks Maintenance Laborer	\$16.12/hr	NCS	Non-Ex	October 15, 2020

NEW HIRES - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Cress, John	Park Ranger	\$10.00/hr	NCS	Non-Ex	October 15, 2020
Steward, Alexis	Recreation Leader - Athletics	\$11.00/hr	NCS	Non-Ex	October 15, 2020
Thompson, Molly C.	Recreation Leader - Athletics	\$11.00/hr	NCS	Non-Ex	October 15, 2020

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

<u>POLICE</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Laird, Brian	Chief of Police \$47.51/hr	Chief of Police \$51.99/hr	NCS	Ex	July 1, 2020

TERMINATIONS - FULL-TIME (F/T)

<u>PUBLIC WORKS</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Stephenson, Patrick	Street Superintendant	Resignation	August 28, 2020

TERMINATIONS - PART-TIME (P/T)

<u>ENGINEERING</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Dickey, Thomas	Temp Pump Operator	Resignation	July 6, 2020

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2020

Short Title: Position & Pay Schedule - **M SMOLEN**

Category: Municipal Order

Staff Work By: Michelle Smolen

Presentation By: Michelle Smolen

Background Information: The Position and Pay Schedule proposes recommended changes to staff compensation based on the results of the compensation study. The City budgeted \$125,000 for this project. The actual cost of the adjustments are \$145,857. The remaining cost will be absorbed in the operating budgets.

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

If yes, please list the Action Step Item Codes(s): Implement Measures to Recruit & Retain Quality City Employees

Funds Available: Account Name:
Account Number:

Staff Recommendation: Adopt the proposed Position & Pay Schedule and adjustments.

Attachments:

1. MO Position and Pay Schedule FY2020-2021 10-13-20
2. Position and Pay Schedule -October 13 2020
3. Administrative Pay & Position Changes

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AMENDING THE FY2020-2021 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City Commission adopted Municipal Order No. 2350 on June 24, 2020, approving the FY2020-2021 Position and Pay Schedule; and

WHEREAS, the City Commission adopted Ordinance No. 2020-3-8627 approving a professional services agreement with CBIZ Benefits & Insurance Services for a Classification and Compensation Study; and

WHEREAS, the City Commission now wishes to amend the FY 2020-2021 Position and Pay Schedule to make certain adjustments to pay and positions based on the results of the Classification and Compensation Study; and

WHEREAS, in order to implement the changes it is necessary to amend the FY2020-2021 Position and Pay Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby amends the FY2020-2021 Position and Pay Schedule for the employees of the City of Paducah as attached hereto and made part hereof (Exhibit A).

SECTION 2. That the City of Paducah hereby approves the position and pay adjustments as attached hereto and made part hereof (Exhibit B).

SECTION 3. That the FY2020-2021 Position and Pay Schedule wage and position adjustments approved in Section 1 & 2 above shall be effective as of July 1, 2020.

SECTION 4. 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, _____
Recorded by Lindsay Parish, City Clerk, _____
mo/Position and Pay Schedule FY2020-2021 10-13-20

Section A.								
ADMINISTRATION			AUTHORIZED POSITIONS		FY 21	FY 21		
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	PAY
POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE	WORK	EXEMPT NON-EXEMPT GRADE
City Manager	1	1			72.74	72.74	40	E <u>18</u>
Assistant City Manager	1	1			44.58	47.36	40	E <u>17</u>
Assistant to the City Manager							40	E
Grants Administrator	1	1			21.33	21.33	40	E <u>10</u>
Business Systems Analyst	1	1			29.41	29.41	40	E <u>11</u>
Administrative Assistant III								
Senior Administrative Assistant	1	1			18.80	19.68	40	NE <u>9</u>
Public Information Officer								
Communications Manager	1	1			32.70	36.44	40	E <u>13</u>
Total Budgeted/Filled for Department		6	6	0	0			

Note: Moved Grants Administrator position from Finance to Administration

Section B.								
CITY CLERK / CUSTOMER EXPERIENCE DEPT.			AUTHORIZED POSITIONS		FY 21	FY 21		
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	PAY
POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE	WORK	EXEMPT NON-EXEMPT GRADE
City Clerk / Customer Experience Director	1	1			38.07	38.07	40	E <u>15</u>
Executive Assistant II / Assistant City Clerk	1	1			23.44	23.44	40	NE <u>10</u>
Customer Experience Representatives	3	1			19.93	19.93	40	NE <u>7</u>
		1			17.87	17.87	40	NE <u>7</u>
		1			17.87	17.87	40	NE <u>7</u>
Total Budgeted/Filled for Department		5	5	0	0			

Section C.								
FINANCE DEPARTMENT			AUTHORIZED POSITIONS		FY 21	FY 21		
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	PAY
POSITIONS	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE	WORK	EXEMPT NON-EXEMPT GRADE
Administration								
Director of Finance	1	1			68.61	68.61	40	E <u>17</u>
Executive Assistant I								
Senior Administrative Assistant	1			1			40	NE <u>9</u>
Accounting/Payroll								
Controller	1	1			42.99	43.92	40	E <u>15</u>
Accounts Payable Clerk								
Senior Accountant	3	1			26.27	26.99	40	E <u>12</u>
Accountant		1			20.21	21.32	40	E <u>10</u>
		1			19.89	20.98	40	E <u>10</u>
Revenue								
Revenue Manager	1	1			36.88	36.88	40	E <u>14</u>
Account Clerk							40	NE
							40	NE
Revenue Tech.	3	1			16.07	17.32	40	NE <u>8</u>
		1			15.76	17.32		<u>8</u>
		1			15.38	17.06	40	NE <u>8</u>
Revenue Auditor	1	1			22.73	23.88	40	E <u>11</u>
Total Budgeted/Filled for Department		11	10	0	1			

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

Note: RCSS - Individuals Retain Civil Service Status

Section D.								
INFORMATION TECHNOLOGY			AUTHORIZED POSITIONS		FY 20	FY 21		

POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE	RATE			
Director Information Technology	1	1			41.42	41.42	40	E	<u>15</u>
Network Administrator	1	1			36.63	36.63	40	E	<u>11</u>
Help Desk Technician	1	1			22.35	22.35	40	NE	<u>8</u>
IT Specialist I							40	NE	
GIS Specialist	1	1			30.10	30.10	40	E	<u>11</u>
GIS/Manager							40	E	
Total Budgeted/Filled for Department									
	4	4	0	0					

Section E.									
PLANNING DEPARTMENT					AUTHORIZED POSITIONS		FY 21	FY 21	
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE	RATE			
Director of Planning	1	1			43.55	43.55	40	E	<u>16</u>
Principal Planner	1	1			34.40	34.40	40	E	<u>12</u>
Executive Assistant I									
Senior Administrative Assistant	1	1			23.81	23.81	40	NE	<u>9</u>
Business Development Specialist	1	1			25.26	25.26	40	E	<u>10</u>
Admin Asst II									
Administrative Assistant							40	NE	<u>7</u>
Senior Planner	1	<u>1</u>		1	26.50	26.50	40	E	<u>11</u>
Associate Planner Planner	1	1			19.03	<u>21.32</u>	40	E	<u>10</u>
Neighborhood Planner	4	4			18.57	<u>19.03</u>	40	E	H
Housing Coordinator	1	1			28.47	28.47	40	E	<u>N</u>
Total Budgeted/Filled for Department									
	7	6	0	1					

Section F.									
POLICE DEPARTMENT					AUTHORIZED POSITIONS		FY 21	FY 21	
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE	RATE			
Police Chief	1	1			47.51	<u>51.99</u>	40	E	<u>17</u>
Police Assistant Chief	2	2			40.94	40.94	40	E	<u>15</u>
Step 1					<u>35.20</u>	<u>36.08</u>			
Step 2					<u>39.56</u>	<u>40.54</u>			
Step 3		2			<u>39.94</u>	<u>40.94</u>			
Step 4					<u>43.96</u>	<u>45.06</u>			
Captains	6			1			40	E	<u>14</u>
		<u>2</u>			36.26	<u>37.91</u>			
		<u>1</u>			36.08	<u>37.72</u>			
		<u>1</u>			35.21	<u>36.81</u>			
		<u>1</u>			35.02	<u>36.61</u>			
<5 years					36.26	<u>37.91</u>			
5 years					32.90	<u>33.72</u>			
9 years					33.04	<u>33.86</u>			
12 years					34.85	<u>35.72</u>			
15 years					34.35	<u>35.21</u>			
19 years					34.50	<u>35.36</u>			
22 years		4			35.38	<u>36.26</u>			
25 years		4			35.20	<u>36.08</u>			
Sergeants	9			2			40	NE	P
5 years					29.65	29.65			
10 years		<u>5</u>			31.13	31.13			
15 years		<u>2</u>			32.69	32.69			

20 years			34.32	34.32			
25+ years			36.04	36.04			
Police Officer	60				40	NE	↓
Police Officer - Recruit		5	23.55	23.55			
1 year		3	23.55	23.55			
3 years		14	24.78	24.78			
5 years		7	26.02	26.02			
10 years		11	27.32	27.32			
15 years		8	28.69	28.69			
20 years		7	30.13	30.13			
25 years			31.63	31.63			
Executive Assistant II							
Senior Administrative Assistant	1	1	26.10	26.10	40	NE	<u>9</u>
Administrative Assistant III					40	NE	<u>9</u>
Administrative Assistant II					40	NE	<u>7</u>
Crime Analyst					40	E	<u>10</u>
Crime Analyst II	1				40	E	<u>11</u>
Records Division Manager	1	1	21.18	<u>21.18</u>	40	E	<u>9</u>
<u>Senior Records Clerk III</u>	1	1	18.41	<u>19.09</u>	40	NE	<u>8</u>
Records Clerk II	4	4	17.00	<u>17.43</u>	40	NE	<u>8</u>
Records Clerk I	3	1	17.43	<u>18.83</u>	40	NE	<u>7</u>
		2	16.04	16.04			
<u>Senior Evidence Technician II</u>	1	1	17.55	<u>18.08</u>	40	NE	<u>8</u>
Evidence Technician I	1	1	16.29	16.29	40	NE	<u>7</u>
Total Budgeted/Filled for Department		89	79	0	10		

POLICE DEPARTMENT CON'T		AUTHORIZED POSITIONS			FY 20	FY 21		
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NON-EXEMPT PAY GRADE
POSITIONS		BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE	
<u>911 Communications Services</u>								
911 Communications Services Manager	1	1				38.39	38.39	40 E <u>13</u>
Assistant 911 Communications Services Manager	1				1		40	E
Terminal Agency Coordinator	1	1				24.61	24.61	36/48 NE
911 System Administrator	1	1				24.15	24.15	40 E <u>10</u>
Shift Supervisor	4	4			<u>1</u>	26.91	26.91	36/48 NE <u>10</u>
			1			25.42	25.42	36/48 NE <u>10</u>
			1			24.95	24.95	36/48 NE <u>10</u>
			1			23.68	23.68	36/48 NE <u>10</u>
Telecommunicator	14				1		36/48	NE <u>8</u>
			<u>1</u>			16.79	16.79	36/48 NE <u>8</u>
			2			18.60	18.60	36/48 NE <u>8</u>
			1			18.97	18.97	36/48 NE <u>8</u>
			1			19.07	19.07	36/48 NE <u>8</u>
			3			20.65	20.65	36/48 NE <u>8</u>
			1			21.90	21.90	36/48 NE <u>8</u>
			2			22.14	22.14	36/48 NE <u>8</u>
			1			22.56	22.56	36/48 NE <u>8</u>
			1			23.59	23.59	36/48 NE <u>8</u>
Administrative Assistant III								
Senior Administrative Assistant	1	1				19.07	<u>23.41</u>	40 NE <u>9</u>
E911 Data Entry Clerk							40	NE

* \$1.00 per hr. shift differential when they work the evening and graveyard shift.

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

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

****911**

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

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

Add Pays: 1) 1 TAC \$1/hr 2)1 Radio Administrator \$1/hr 3) 2 CTO's \$0.50/hr

Total Budgeted/Filled for Department	23	20	0	3
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Section G.									
FIRE DEPARTMENT		AUTHORIZED POSITIONS			FY 21	FY 21			
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE	RATE			
<u>Administrative Division</u>									
Fire Chief	1	1			55.84	55.84	40	E	<u>17</u>
Deputy Fire Chief - Fire Prevention	1	1			42.25	<u>43.27</u>	40	E	<u>15</u>
Deputy Fire Chief - Operations	1	1			39.73	<u>41.17</u>	40	E	<u>15</u>
Office Manager							40	NE	
<u>Training Division</u>									
Battalion Chief/ Training Officer	1	1			32.73	<u>37.43</u>	40	E	<u>13</u>
<u>Fire Prevention Division</u>									
Battalion Chief/ Fire Marshal								E	
Deputy Fire Marshal	1	1		1	23.27	<u>29.18</u>		E	<u>12</u>
Deputy Fire Marshal III	4	4			23.27	<u>23.85</u>		NE	<u>M</u>
Deputy Fire Marshal II								NE	<u>L</u>
Deputy Fire Marshal I	4			4	18.93	<u>19.40</u>		NE	<u>J</u>
<u>Executive Assistant I</u>									
Senior Administrative Assistant	1	1			22.33	22.33		NE	<u>9</u>
Code Enforcement Supervisor									<u>L</u>
Code Enforcement Officer II								NE	
Code Enforcement Officer I	3	2			22.60	22.60	40	NE	<u>8</u>
		1			21.03	21.03			
Code Enforcement Assistant							40	NE	<u>G</u>
Permit Technician	1	1			18.16	18.16	40	NE	<u>I</u>
Permit Specialist							40	NE	
Chief Building Inspector	1	1			32.83	32.83		NE	<u>12</u>
Deputy Building Inspector	1	1			25.28	25.28	40	NE	<u>10</u>
Level I	4	4			24.66	<u>25.28</u>	40	NE	<u>J</u>
Level II							40	NE	<u>L</u>
Level III-Plans Review							40	NE	<u>M</u>
Chief Electrical Inspector	1	1			31.34	31.34	40	NE	<u>11</u>
Deputy Electrical Inspector	1	1			26.04	26.04	40	NE	<u>10</u>
Inspector Level I							40	NE	<u>J</u>
Inspector II-Plans Review	4	4			25.40	<u>26.04</u>	40	NE	<u>L</u>
<u>Suppression Division</u>									
Fire Assistant Chief	3	2			24.81	<u>27.06</u>	40	E	<u>14</u>
Step 1		1			25.68	<u>28.01</u>			
Step 2					<u>22.20</u>	<u>22.76</u>			
Step 3					<u>22.98</u>	<u>23.56</u>			
Step 4		2			<u>23.78</u>	<u>24.38</u>			
Step 5		<u>1</u>			<u>24.62</u>	<u>25.23</u>			
Step 6					<u>25.48</u>	<u>26.12</u>			
Step 7					<u>26.37</u>	<u>27.03</u>			
Step 8					<u>27.30</u>	<u>27.98</u>			
Step 9		4			<u>28.25</u>	<u>28.96</u>			
Captains	15							NE	<u>I</u>
<10 years		2			19.63	19.63			
10 years		2			20.12	20.12			
15 years		8			20.62	20.62			
20 years		3			21.14	21.14			
25 years					21.67	21.67			
Lieutenants	15							NE	<u>H</u>
<10 years		7 6		<u>1</u>	17.85	17.85			
10 years		2			18.29	18.29			
15 years		1			18.75	18.75			
20 years		3			19.22	19.22			

25 years			19.70	19.70		
Firefighter	27				NE	E
Firefighter (Appointee)		4	13.56	13.56		
6 months		<u>15</u>	14.63	14.63		
1 year		3	14.99	14.99		
3 years		2	15.37	15.37		
5 years			15.75	15.75		
10 years			16.15	16.15		
15 years			16.55	16.55		
Firefighter (Relief Driver)					NE	E
COLA + \$0.39 + \$0.10						
2 years			15.81	15.81		
3 years		3	16.20	16.20		
5 years		4	16.61	16.61		
10 years			17.04	17.04		
15 years		5	17.45	17.45		
Total Budgeted/Filled for Department		74	72	0	2	

Note: Executive Assistant I moved to Prevention from Administration

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

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

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

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

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

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

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

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

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

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

Note: RCSS - Individuals Retain Civil Service Status

Section H.		AUTHORIZED POSITIONS			FY 21	FY 21			
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
ENGINEERING POSITIONS		BUDGET TOTAL	FILLED NON-CS	RCSS/CS					
City Engineer		1	1		64.22	64.22	40	E	<u>17</u>
Assistant City Engineer		1					40	E	<u>14</u>
Storm Water & Drainage Engineer							40	E	
Engineer Project Manager		1	1		26.64	<u>30.50</u>	40	E	<u>13</u>
Engineering Assistant III							40	E	14
Engineering Assistant II									E
Engineering Technician		1	1		23.77	<u>24.27</u>	40	E	<u>11</u>
Engineering Tech III		1	1		35.72	35.72	40	E	<u>13</u>
Executive Assistant II									
Senior Administrative Assistant		1	1		20.73	20.73	40	NE	<u>9</u>
Floodwall Division									
EPW Floodwall Superintendent		1	1		31.47	<u>31.78</u>	40	E	<u>13</u>
Floodwall Operator		4					40	NE	E
80%					16.43	16.43		NE	E
85%					17.45	17.45		NE	E
90%					18.48	18.48		NE	E
95%					19.51	19.51		NE	E
100%			1	3	20.53	20.53		NE	E
Total Budgeted/Filled for Department		11	7	3	1				

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

Note: RCSS - Individuals Retain Civil Service Status

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

Section I.		AUTHORIZED POSITIONS			FY 21	FY 21
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PUBLIC WORKS DEPT. POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS		RATE	RATE			
Public Works Director	1	1			47.51	47.51	40	E	<u>16</u>
Assistant Public Works Director	1			1	0.00	0.00	40	E	<u>14</u>
Administrative Assistant III	1	1			17.68	17.68	40	NE	<u>7</u>
Street Division									
Street Superintendent	1	4		1	0.00	0.00	40	E	<u>13</u>
Street Supervisor	2	2			23.93	<u>24.27</u>	40	E	<u>11</u>
Landscape Supervisor	1	1			29.13	29.13	40	E	<u>11</u>
Equipment Operator	3							NE	E
80%					16.29	16.29			
85%					17.31	17.31			
90%					18.32	18.32			
95%					19.34	19.34			
100%		3			20.36	20.36			
Concrete Finisher	2			<u>1</u>				NE	E
80%					16.29	16.29			
85%					17.31	17.31			
90%					18.32	18.32			
95%					19.34	19.34			
100%		2 1			20.36	20.36			
Right-Of-Way Maintenance Person	13			5				NE	C
80%					15.39	15.39			
85%					16.35	16.35			
90%		1			17.31	17.31			
95%		7			18.28	18.28			
100%					19.24	19.24			
Laborer	2							NE	C
80%					14.33	14.33			
85%					15.22	15.22			
90%					16.12	16.12			
95%					17.02	17.02			
100%		2			17.91	17.91			
Maintenance Division									
Fleet / Maintenance Superintendent	1	1			38.36	38.36	40	E	<u>13</u>
Maintenance Supervisor	1	1			25.53	<u>26.60</u>		E	<u>11</u>
Laborer	4			1				NE	C
80%					14.33	14.33			
85%					15.22	15.22			
90%					16.12	16.12			
95%					17.02	17.02			
100%		1	2		17.91	17.91			
Traffic Technician	1							NE	E
80%					16.42	16.42			
85%					17.44	17.44			
90%					18.47	18.47			
95%					19.50	19.50			
100%		1			20.52	20.52			
Journeyman Electrician	0				21.70	21.70		NE	
Master Electrician	1			1	0.00	0.00		NE	10
Maintenance Technician	5			2				NE	E
80%					16.42	16.42			
85%					17.44	17.44			
90%		1			18.47	18.47			
95%					19.50	19.50			
100%		1	2		20.52	20.52			

Fleet Maintenance Division								
Fleet Supervisor	1	1			25.08	25.43	40.00	E 11
Administrative Assistant III	1	1			18.45	18.45	40	NE 7
Fleet Mechanic I								NE 8
Fleet Mechanic II	4			1				NE 9
		4			20.50	21.01		
		1			22.14	22.14		
		1			23.55	23.55		
		1			23.59	23.59		
Solid Waste Division								
Solid Waste Supervisor	2	1			24.60	25.82	40	E 11
		1			24.08	25.05		
Compost Operations Supervisor	1	1			23.93	23.93	40	E 10
Administrative Assistant III	1	1			17.68	17.68	40	NE 7
Laborer	3							NE 0
80%					14.33	14.33		
85%					15.22	15.22		
90%					16.12	16.12		
95%					17.02	17.02		
100%		1	1	1	17.91	17.91		
Truck Driver	15			1				NE 0
80%					14.80	14.80		
85%					15.72	15.72		
90%					16.65	16.65		
95%					17.57	17.57		
100%		4-13	1		18.49	18.49		
Right-Of-Way Maintenance Person	0							NE 0
80%					15.39	15.39		
85%					16.35	16.35		
90%					17.31	17.31		
95%					18.28	18.28		
100%					19.24	19.24		
Compost Equipment Operator	2							NE 0
80%					16.65	16.65		
85%					17.70	17.70		
90%					18.74	18.74		
95%					19.78	19.78		
100%		2			20.82	20.82		
Total Budgeted/Filled for Department		70	38	6	15			

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

Note: RCSS - Individuals Retain Civil Service Status

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

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

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

Section J.								
PARKS & RECREATION DEPARTMENT		AUTHORIZED POSITIONS			FY 21	FY 21	HOURS	EXEMPT PAY
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	WORK	NON-EXEMPT GRADE
POSITION	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE		
Director of Parks & Recreation	1	1			55.04	55.04	40	E 16
Assistant Director of Parks & Recreation	1	1			35.88	35.88	40	E 14
Parks & Recreation Superintendent	1	1			26.14	30.00	40	E 13
Cemetery Sexton	1	1			20.00	20.00	40	E 9
Special Events Superintendent	1	1			30.72	30.72	40	E 12
Recreation Specialist	3	1			17.40	17.57	40	E 8
Executive Assistant I		2			17.84	17.84		
Senior Administrative Assistant	2	1			21.91	21.91		NE 9
Administrative Assistant III	4	1			19.26	19.96		
		4			19.26	19.74		NE 0

Administrative Assistant II	1	1		15.69	15.69	NE	<u>7</u>
Maintenance Division							
Supervisor	2	2		23.06	<u>23.06</u>	E	<u>10</u>
Laborer	10					NE	<u>0</u>
80%				14.33	14.33		
85%		1		15.22	15.22		
90%		1		16.12	16.12		
95%		1		17.02	17.02		
100%		5	2	17.91	17.91		
Maintenance Technician	1		1				<u>0</u>
80%				16.42	16.42		
85%				17.44	17.44		
90%				18.47	18.47		
95%				19.50	19.50		
100%				20.52	20.52		
Right-Of-Way Maintenance Person	2					NE	<u>0</u>
80%				15.39	15.39		
85%				16.35	16.35		
90%				17.31	17.31		
95%				18.28	18.28		
100%		1	1	19.24	19.24		

Total Budgeted/Filled for Department	27	23	3	1
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Superintendent moved to Public works, and then Parks & Rec. Super created and Rec. Specialist promoted.

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

Note: RCSS - Individuals Retain Civil Service Status

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

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

Section K.

HUMAN RESOURCES & RISK		AUTHORIZED POSITIONS			FY 21	FY 21			
					HOURLY	HOURLY			
					WAGE	WAGE			
					ADJ.	ADJ.			
					RATE	RATE	HOURS	EXEMPT	PAY
POSITIONS	BUDGET	FILLED	VACANT				WORK	NON-EXEMPT	GRADE
	TOTAL	NON-CS	RCSS/CS						
Director of Human Resources	1	1			43.75	43.75	40	E	<u>15</u>
Risk Manager	1			1			40	E	<u>13</u>
H R Generalist	2	1			20.71	20.71	40	E	<u>9</u>
		1			20.08	20.08			
Total Budgeted/Filled for Department		4	3	0	1				

Administrative Pay and Position Changes
Effective 7/1/2020

Full Name	Previous Job Title	Current Job Title	Division	Previous Hourly Rate	Current Hourly Rate	Exempt / NonExempt
Peery, Laura J	Admin Asst III	Senior Administrative Assistant	E911	19.07	23.41	Non-Ex
Townsend, Melanie P	Engineer Project Manager	Engineer Project Manager	Engineering	26.64	30.50	Ex
Shelby, Shane E	Engineer Technician	Engineer Technician	Engineering	23.77	24.27	Ex
Riley, Keith G	Floodwall Superintendent	Floodwall Superintendent	Engineering	31.47	31.78	Ex
Cole, Corie K	Accountant	Accountant	Finance	20.21	20.98	Ex
Davenport, Kamra M	Accountant	Accountant	Finance	19.89	21.32	Ex
Herndon, Audra J	Controller	Controller	Finance	42.99	43.92	Ex
Millay, Stephanie M	Revenue Auditor	Revenue Auditor	Finance	22.73	23.88	Ex
Gipson, Erica F	Revenue Technician	Revenue Technician	Finance	15.76	17.32	Non-Ex
Guardian, Melanie	Revenue Technician	Revenue Technician	Finance	16.07	17.32	Non-Ex
Higgins, Matthew J	Revenue Technician	Revenue Technician	Finance	15.38	17.06	Non-Ex
Gray, Kristi L	Accountant	Senior Accountant	Finance	26.27	26.99	Ex
Rathman, Ronald R	Battalion Chief/Fire Training Officer	Battalion Chief/Fire Training Officer	Fire	32.73	37.43	Ex
Tinsley, Matthew H	Deputy Fire Chief - Operations	Deputy Fire Chief - Operations	Fire	39.73	39.73	Ex
Cherry, Joseph G	Deputy Fire Chief - Prevention	Deputy Fire Chief - Prevention	Fire	42.25	43.27	Ex
Tinsman, April K	Deputy Fire Marshal	Deputy Fire Marshal	Fire	23.27	29.18	Ex
Burton, Joseph L	Fire Assistant Chief	Fire Assistant Chief	Fire	24.81	27.06	Ex
Denton, David A	Fire Assistant Chief	Fire Assistant Chief	Fire	24.81	27.06	Ex
Hatton, Charles P	Fire Assistant Chief	Fire Assistant Chief	Fire	25.68	28.01	Ex
Collins, Deborah S	Admin Asst III	Administrative Assistant	Fleet Maintenance	18.45	18.45	Non-Ex
Scutt, James R	Supervisor Fleet	Supervisor Fleet	Fleet Maintenance	25.08	25.43	Ex
Smolen, Michelle L	Assistant City Manager	Assistant City Manager	General Adminis	44.58	47.36	Ex
Spencer-Gartner, Pamela S	Public Information Officer	Communications Manager	General Adminis	32.70	36.44	Ex
Birdsong, Lyndsey M	Admin Asst III	Senior Administrative Assistant	General Adminis	18.80	19.68	Non-Ex
Askew, Lamiira A	Admin Asst II	Administrative Assistant	Parks	15.69	15.69	Non-Ex

Full Name	Previous Job Title	Current Job Title	Division	Previous Hourly Rate	Current Hourly Rate	Exempt / NonExempt
Morsching, Taylor A	Parks & Recreation Superintendent	Parks & Recreation Superintendent	Parks	26.14	30.00	Ex
Wilson, Lessa A	Executive Asst I	Senior Administrative Assistant	Parks	21.91	21.91	Non-Ex
Wurth, Mary E	Admin Asst III	Senior Administrative Assistant	Parks	19.74	19.96	Non-Ex
Edwards, Kelsey B	Recreation Specialist	Recreation Specialist	Parks Services	17.40	17.57	Ex
Reason, Melanie R	Neighborhood Planner	Planner	Planning	19.03	21.32	Ex
Upchurch, Nancy G	Executive Asst I	Senior Administrative Assistant	Planning	23.81	23.81	Ex
Sommer, Joshua P	Associate Planner	Senior Planner	Planning	26.50	26.50	Ex
Antonites, Nathan A	Police Captain	Police Captain	Police	35.02	36.61	Ex
Baxter, Christopher L	Police Captain	Police Captain	Police	36.08	37.52	Ex
Hayes, Joseph A	Police Captain	Police Captain	Police	36.26	37.70	Ex
Smith, Matthew L	Police Captain	Police Captain	Police	36.26	37.70	Ex
Turner, Troy D	Police Captain	Police Captain	Police	35.21	36.81	Ex
Farrell, Mary K	Records Clerk I	Records Clerk	Police	16.04	16.04	Non-Ex
Miller, Sabrina	Records Clerk I	Records Clerk	Police	16.04	16.04	Non-Ex
Newberry, Robin L	Executive Asst II	Senior Administrative Assistant	Police	26.10	26.10	Non-Ex
Fooshee, Amanda J	Evidence Technician II	Senior Evidence Technician	Police	17.55	18.08	Non-Ex
Miller, Vicki L	Records Clerk II	Records Clerk	Police	17.43	18.83	Non-Ex
Newlon, Kimberly G	Records Clerk III	Senior Records Clerk	Police	18.41	19.09	Non-Ex
Orr, Sabrina K	Admin Asst III	Administrative Assistant	Public Works	17.68	17.68	Non-Ex
Ferrell, Christopher L	Supervisor Maintenance	Supervisor Maintenance	Public Works	25.53	26.60	Ex
Coursey, Jason L	Supervisor Street	Supervisor Street	Public Works	23.93	24.27	Ex
Riley, David J	Supervisor Street	Supervisor Street	Public Works	23.93	24.27	Ex
Pryor, Latrisha A	Admin Asst III	Administrative Assistant	Solid Waste	17.68	17.68	Non-Ex
Saxton, John W	Supervisor Solid Waste	Supervisor Solid Waste	Solid Waste	24.08	25.05	Ex
Shelby, William M	Supervisor Solid Waste	Supervisor Solid Waste	Solid Waste	24.60	25.82	Ex

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2020

Short Title: Pay Grade Schedule - **M SMOLEN**

Category: Municipal Order

Staff Work By: Michelle Smolen

Presentation By: Michelle Smolen

Background Information: Staff is recommending the Commission adopt a new Pay Grade Schedule to reflect the adjustments recommended from the results of the compensation study.

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

If yes, please list the Action Step Item Codes(s): Implement Measures to Recruit & Retain Quality City Employees

Funds Available: Account Name:
Account Number:

Staff Recommendation: Adopt the updated Pay Grade Schedule

Attachments:

1. pay grade schedule-FY2020-2021 10-13-2020
2. Compensation Study Job Grades to Adopt 10 13 2020

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER REPEALING THE PREVIOUS FY2020-2021 PAY GRADE SCHEDULE IN ITS ENTIRETY AND ADOPTING A NEW FY2020-2021 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City Commission adopted Municipal Order No. 2349 on June 24, 2020, approving the FY2020-2021 Pay Grade Schedule; and

WHEREAS, the City Commission adopted Ordinance No. 2020-3-8627 approving a professional services agreement with CBIZ Benefits & Insurance Services for a Classification and Compensation Study; and

WHEREAS, the City Commission wishes to repeal the previous Pay Grade Schedule for FY2020-2021 and adopt a new Pay Grade Schedule to reflect the adjustments recommended from the results of the compensation study.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby repeals the FY2020-2021 Pay Grade Schedule in its entirety and further adopts a new FY2020-2021 Pay Grade Schedule for the employees of the City of Paducah, Kentucky as attached hereto and made part hereof (Exhibit A).

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, _____

Recorded by Lindsay Parish, City Clerk, _____

\mo\pay grade schedule-FY2020-2021 10-13-2020

City of Paducah, KY
 Compensation Study Results
 Pay Grade Schedule - Annual

Grade	Proposed Job Title	Minimum	Midpoint	Maximum
18				
	City Manager	111,883	145,448	179,014
17				
	Assistant City Manager	95,064	121,207	147,350
	City Engineer	95,064	121,207	147,350
	Director of Finance	95,064	121,207	147,350
	Fire Chief	95,064	121,207	147,350
	Police Chief	95,064	121,207	147,350
16				
	Director of Parks & Recreation	80,906	103,155	125,404
	Director of Planning	80,906	103,155	125,404
	Director of Public Works	80,906	103,155	125,404
15				
	City Clerk/Director of Customer Experience	75,019	95,649	116,280
	Controller	75,019	95,649	116,280
	Deputy Fire Chief - Operations	75,019	95,649	116,280
	Deputy Fire Chief - Prevention	75,019	95,649	116,280
	Director of Human Resources	75,019	95,649	116,280
	Director of Information Technology	75,019	95,649	116,280
	Police Assistant Chief	75,019	95,649	116,280
14				
	Assistant City Engineer	69,133	88,144	107,155
	Assistant Director of Parks & Recreation	69,133	88,144	107,155
	Assistant Director of Public Works	69,133	88,144	107,155
	Fire Assistant Chief	69,133	88,144	107,155
	Police Captain	69,133	88,144	107,155
	Revenue Manager	69,133	88,144	107,155
13				
	Battalion Chief/Fire Training Officer	62,403	78,004	93,604
	Communications Manager	62,403	78,004	93,604
	E-911 Communication Services Manager	62,403	78,004	93,604
	Engineer Project Manager	62,403	78,004	93,604
	Engineer Technician III	62,403	78,004	93,604
	Fleet/Maintenance Superintendent	62,403	78,004	93,604
	Floodwall Superintendent	62,403	78,004	93,604
	Parks & Recreation Superintendent	62,403	78,004	93,604
	Risk/Safety Manager	62,403	78,004	93,604
	Streets Superintendent	62,403	78,004	93,604
12				
	Chief Building Inspector	55,224	69,030	82,836
	Deputy Fire Marshal	55,224	69,030	82,836
	Principal Planner	55,224	69,030	82,836
	Senior Accountant	55,224	69,030	82,836
	Special Events Superintendent	55,224	69,030	82,836
11				
	Business Systems Analyst	48,871	61,088	73,306
	Crime Analyst II	48,871	61,088	73,306
	Engineer Technician	48,871	61,088	73,306
	GIS Specialist	48,871	61,088	73,306
	Landscape Supervisor	48,871	61,088	73,306
	Network Administrator	48,871	61,088	73,306

Revenue Auditor	48,871	61,088	73,306
Senior Planner	48,871	61,088	73,306
Supervisor Fleet	48,871	61,088	73,306
Supervisor Maintenance	48,871	61,088	73,306
Supervisor Solid Waste	48,871	61,088	73,306
Supervisor Street	48,871	61,088	73,306
10			
Accountant	43,634	54,543	65,452
Assistant City Clerk	43,634	54,543	65,452
Business Development Specialist	43,634	54,543	65,452
Chief Electrical Inspector	43,634	54,543	65,452
Crime Analyst I	43,634	54,543	65,452
Deputy Building Inspector	43,634	54,543	65,452
Deputy Electrical Inspector	43,634	54,543	65,452
E-911 Shift Supervisor	43,634	54,543	65,452
E-911 System Administrator	43,634	54,543	65,452
Grants Administrator	43,634	54,543	65,452
Master Electrician	43,634	54,543	65,452
Parks Maintenance Supervisor	43,634	54,543	65,452
Planner	43,634	54,543	65,452
Senior Help Desk Technician	43,634	54,543	65,452
Senior Human Resources Generalist	43,634	54,543	65,452
Supervisor Compost	43,634	54,543	65,452
9			
Cemetery Sexton	39,754	48,699	57,644
Codes Enforcement Officer II	39,754	48,699	57,644
Fleet Mechanic II	39,754	48,699	57,644
Human Resources Generalist	39,754	48,699	57,644
Records Division Manager	39,754	48,699	57,644
Senior Administrative Assistant	39,754	48,699	57,644
Senior Customer Experience Representative	39,754	48,699	57,644
8			
Codes Enforcement Officer I	35,495	43,481	51,468
E-911 Telecommunicator	35,495	43,481	51,468
Fleet Mechanic I	35,495	43,481	51,468
Help Desk Technician	35,495	43,481	51,468
Recreation Specialist	35,495	43,481	51,468
Revenue Technician	35,495	43,481	51,468
Senior Evidence Technician	35,495	43,481	51,468
Senior Records Clerk	35,495	43,481	51,468
7			
Administrative Assistant	31,977	39,172	46,367
Customer Experience Representative	31,977	39,172	46,367
Evidence Technician	31,977	39,172	46,367
Permit Technician	31,977	39,172	46,367
Records Clerk	31,977	39,172	46,367
2			
Parking & Traffic Control Assistant	19,906	23,887	27,868

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2020

Short Title: Authorize Annual Payment Paxton Park Golf Course in the amount of \$75,000 - **M THOMPSON**

Category: Municipal Order

Staff Work By: Mark Thompson

Presentation By: Mark Thompson

Background Information: The annual payment of \$75,000 for support of Paxton Park Golf Course was approved with the list of outside agencies recently in Municipal Order 2379. This Municipal Order authorizes the City to enter into a Contract for Services with Paxton Park Golf Course for the payment of said \$75,000.

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: Other Administrative - Paxton Park Golf Board

Account Number: 10000106-580110

Staff Recommendation: Approval

Attachments:

1. MO - contract-Paxton Park FY2021
2. Paxton Park Contract

MUNICIPAL ORDER _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH PAXTON PARK GOLF BOARD, d/b/a PAXTON PARK MUNICIPAL GOLF COURSE, IN AN AMOUNT OF \$75,000 FOR SPECIFIC SERVICES AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS TO SAID BOARD

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized and directed to execute a contract with Paxton Park Golf Board in the amount of \$75,000 for specific services for the Paducah area. This contract shall expire June 30, 2021.

SECTION 2. This expenditure shall be charged to the General Fund - Paxton Park Golf Board - Account No. 1000 0106 580110

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

Mayor Brandi Harless

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 13, 2020
Recorded by Lindsay Parish, City Clerk, October 13, 2020
\\mo\contract-Paxton Park FY2021

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2020, by and between the **CITY OF PADUCAH** ("City") and the **PAXTON PARK GOLF BOARD d/b/a PAXTON PARK MUNICIPAL GOLF COURSE** ("Paxton Park").

WITNESSETH:

WHEREAS, Paxton Park Golf Course provides a quality public recreational facility to Paducah and McCracken County; and

WHEREAS, Paxton Park is a stop for many visitors to our area who travel through on I-24 as well as a destination for participants who travel to Paducah for the 30+ events hosted at the golf course each year. In addition, the facility hosts both Paducah Tilghman and McCracken County High School Golf Teams and players activities at no charge during the year. Paxton Park also gives away junior golf to deserving junior players and hosts many nonprofit fundraisers during the course of the season. and

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

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

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2021.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT - Upon receipt of an invoice from Paxton Park, the City shall pay the Paxton Park total amount of \$75,000.

SECTION 4: OBJECTIVES AND SERVICES Paxton Park will continue to provide Paducah/McCracken County with a quality public golf facility, as well as support local youth golf activities and community-enhancing activities at the facility.

SECTION 5: ACCOUNTING

- (A) Paxton Park shall conduct all accounting, payroll, and financial management on the project and will continue to provide copies of monthly financial reports to the Director of Parks and Recreation.
- (B) Paxton Park shall supply to the City Manager a copy of the complete financial report for the Calendar Year of 2020 following review and approval of the report(s) by the Paxton Park Board of Directors, to be submitted no later than March 31, 2021.
- (C) Paxton Park shall furnish the City a Report that lists all of the tournaments and special event activities sponsored and conducted during the Calendar Year.
- (D) Paxton Park Golf Board (d/b/a Paxton Park Municipal Golf Course), shall supply an annual financial statement audit within 2 weeks of its completion.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

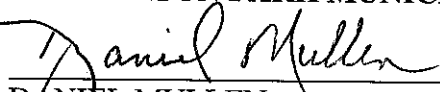
SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Paxton Park are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

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

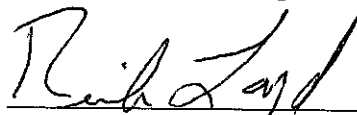
CITY OF PADUCAH

Brandi Harless
Mayor

**PAXTON PARK GOLF BOARD
d/b/a PAXTON PARK MUNICIPAL GOLF COURSE**



DANIEL MULLEN
Director of Golf & Operation



Rick Loyd, Chairman
Paducah Golf Commission

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2020

Short Title: Approve FY2021 Contract For Services with Paducah Transit Authority in the amount of \$215,000 - **J ARNDT**

Category: Motion

Staff Work By: Claudia Meeks

Presentation By: James Arndt

Background Information: For FY2021, it was decided that a Grant-In-Aid Application process would be used to determine the level of funding for various organizations in the City of Paducah. The City went through a grant application process, The Grant-In-Aid Committee reviewed the applications and then made a recommendation to the City Manager, who, in turn, took the recommendation to the Board of Commissioners. On September 8, 2020, the Board of Commissioners, by Municipal Order #2379, approved the recommendations of the Committee and the City Manager.

The Board of Commissioners is now desirous of entering into a contract with the Paducah Transit Authority for FY2021 services in the amount of \$215,000, payable in four quarterly installments of \$53,750 each.

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: 1000-0601-580080

Staff Recommendation: Approve the FY2021 Contract For Services with Paducah Area Transit in the amount of \$215,000, and authorize the Mayor to execute same.

Attachments:

1. MO - contract-Paducah Transit Authority FY21
2. Paducah Transit Authority Contract

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH PADUCAH TRANSIT AUTHORITY IN THE AMOUNT OF \$215,000
FOR PUBLIC TRANSPORTATION SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a contract with Paducah Area Transit System in the amount of \$215,000.00, to be paid in equal quarterly allocations of \$53,750.00, for public transportation services for the Paducah/McCracken County area. This contract shall expire June 30, 2021.

SECTION 2. This expenditure shall be charged to the General Fund, Account No.10000106-580080.

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, October 13, 2020
Recorded by Lindsay Parish, City Clerk, October 13, 2020
\\mo\contract-Paducah Transit Authority FY21

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2020, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH TRANSIT AUTHORITY**, ("PTA").

WITNESSETH:

WHEREAS, the services of PTA as described herein are for the direct benefit of the citizens of the City of Paducah and McCracken County, and

WHEREAS, providing transportation services to the citizens in the Paducah/McCracken area serves a valid public purpose; and

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

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

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2021.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of the administrative costs including compensation for personnel who carry out the objectives and services of PTA for services described herein, the City shall, upon receipt of an invoice, pay PTA Two Hundred Fifteen Thousand Dollars (\$215,000) to be paid in equal quarterly allocations of \$53,750 each.

Due to the COVID pandemic resulting in the extension of the Grant application deadline, the first quarterly payment shall be due and payable by November 30, 2020. Subsequent quarterly payments will be held until the City receives an unqualified audit. Once the audit is received, quarterly payments will be payable as follows – December 31, 2020, March 31, 2021 and June 30, 2021. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: CHECK PRESENTATION – The City of Paducah and Paducah Transit Authority, will coordinate a check presentation celebrating this monetary assistance at a mutually convenient time and place.

SECTION 5: OBJECTIVES AND SERVICES PTA shall perform the following services for and on behalf of the city in consideration for the allocation payments described above:

- Provide safe public transportation to all citizens of Paducah/McCracken County.
- Provide handicap accessible transportation.
- Provide trolley services.
- Provide maintenance for buses and trolleys.
- Provide Trolley for Downtown, Lowertown and Paducah Tours.

It is understood and agreed that PTA shall retain the right to charge trolley riders during times of their choosing (such as Quilt Week, etc.)

SECTION 6: ACCOUNTING

- (A) PTA shall conduct all accounting, payroll, financial management, and shall make regular reports of PTA expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of PTA, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) PTA shall supply an annual financial audit to the City on or before October 31, 2020. The second quarterly payment shall not be made until the audit is received
- (D) Prior to June 30, 2021, PTA shall furnish to the City a financial report that details the expenditure of the funds for the purposes specified in Section 5.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PTA are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

---SIGNATURES ON PAGE 3 ---

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

CITY OF PADUCAH

By _____
BRANDI HARLESS, Mayor

PADUCAH AREA TRANSIT SYSTEM

By Arthur Boykin
Title Executive Director

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2020

Short Title: Approve FY2021 Contract for Services with the Luther F. Carson Four Rivers Center, Inc. in the amount of \$54,000 - **J ARNDT**

Category: Municipal Order

Staff Work By: Claudia Meeks

Presentation By: James Arndt

Background Information: For FY2021, it was decided that a Grant-In-Aid Application process would be used to determine the level of funding for various organizations in the City of Paducah. The City went through a grant application process, The Grant-In-Aid Committee reviewed the applications and then made a recommendation to the City Manager, who, in turn, took the recommendation to the Board of Commissioners. On September 8, 2020, the Board of Commissioners, by Municipal Order #2379, approved the recommendations of the Committee and the City Manager. The Board of Commissioners is now desirous of entering into a contract with the Luther F. Carson Four Rivers Center, Inc., for FY2021 services in the amount of \$54,000, payable in four quarterly installments of \$13,500 each.

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

If yes, please list the Action Step Item Codes(s): A-2 Recognize, promote and encourage creative industry growth

Funds Available: Account Name: Investment Fund

Account Number: 2400-0401-580610

Staff Recommendation: Approve the FY2021 Contract For Services with Luther F. Carson Four Rivers Center, Inc., in the amount of \$54,000, and authorize the Mayor to execute same.

Attachments:

1. Carson Center Contract
2. MO - Carson Center Contract

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2020, by and between the **CITY OF PADUCAH** ("City") and **LUTHER F. CARSON FOUR RIVERS CENTER, INC.**

WITNESSETH:

WHEREAS, Luther F. Carson Four Rivers Center, Inc. will bring quality entertainment and cultural enrichment to Paducah and McCracken County; and

WHEREAS, promoting cultural enrichment quality entertainment and providing community-enhancing activities, in the Paducah area serves a valid public purpose; and

WHEREAS, the City of Paducah desires to contract with Luther F. Carson Four Rivers Center, Inc. for the services to be described herein under the terms and conditions set forth in this Contract for Services.

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

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2021.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of providing a youth performance schedule and to carry out the objectives of Luther F. Carson Four Rivers Center, Inc., upon receipt of quarterly invoices, the City shall pay Luther F. Carson Four Rivers Center, Inc. the sum of Fifty-Four Thousand and no/100 (\$54,000) Dollars in quarterly installments of \$13,500 each.

Due to the COVID pandemic resulting in the extension of the Grant application deadline, the first quarterly payment shall be due and payable by November 30, 2020. Subsequent quarterly payments will be held until the City receives an unqualified audit. Once the audit is received, quarterly payments will be payable as follows – December 31, 2020, March 31, 2021 and June 30, 2021. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: CHECK PRESENTATION – The City of Paducah and the Luther F. Carson Four Rivers Center, Inc., will coordinate a check presentation celebrating this monetary assistance at a mutually convenient time and place.

SECTION 5: OBJECTIVES AND SERVICES - Luther F. Carson Four Rivers Center, Inc. plans to serve approximately 10,000 city residents by providing "Class Acts," "First Stages" and "Creative Aging" programs, through the Arts Education Services for Paducah's schools, families and senior adults.

SECTION 6: ACCOUNTING

- (A) Luther F. Carson Four Rivers Center, Inc. shall conduct all accounting, payroll, and financial management.
- (B) Luther F. Carson Four Rivers Center, Inc. shall supply an annual financial audit to the City within two (2) weeks of receiving same.
- (C) Prior to June 30, 2021, Luther F. Carson Four Rivers Center, Inc., shall furnish to the City a financial report that details the expenditure of the funds for the purposes specified in Section 5.

SECTION 7: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 8: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Luther F. Carson Four Rivers Center, Inc. are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

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

CITY OF PADUCAH

BRANDI HARLESS, Mayor

LUTHER F. CARSON FOUR RIVERS CENTER, INC.

Name

 MARY E. KATZ

Title

EXECUTIVE DIRECTOR

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH THE LUTHER F. CARSON FOUR RIVERS CENTER, INC. IN THE
AMOUNT OF \$54,000 FOR SPECIFIC SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with the
Luther F. Carson Four Rivers Center Inc. in the amount of \$54,000, to be paid in quarterly
installments of \$13,500 each, to providing “Class Acts”, “First Stages” and “Creative Aging”
programs, through the Arts Education Services for Paducah schools, families and senior adults.
This contract shall expire June 30, 2021.

SECTION 2. This expenditure shall be charged to the Investment Fund, Account
No. 24000401-580610.

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, October 13, 2020

Recorded by Lindsay Parish, City Clerk, October 13, 2020

\\mo\contract-Carson Center FY21

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2020

Short Title: Acceptance of CARES Act funding for COVID-19 Relief through the Department of Local Government in the amount of \$1,786,875 - **T WILSON**

Category: Municipal Order

Staff Work By: Ty Wilson, Melanie Townsend

Presentation By: Ty Wilson

Background Information: The Coronavirus Aid, Relief, and Economic Security Act ("CARES" Act) established the Coronavirus Relief Fund and appropriated \$150 billion to the fund. Under the CARES Act, the fund is to be used to make payments for specified uses to States and certain local governments. Governor Beshear is apportioning \$300 million of the state's Coronavirus Relief Fund allocation for local government reimbursements. The maximum amount that the City of Paducah could receive is \$1,786,875.

Cities can seek compensation of COVID-related costs such as the purchase of personal protective equipment (PPE) and other medical and protective supplies, costs of COVID-19 testing, emergency medical response expenses, amounts spent on communication and enforcement of public health orders, costs of disinfecting public areas, and payroll expenses for public safety and health employees who have been dedicated to responding to the pandemic.

The City has been awarded \$1,786,875 in CARES Act funding to reimburse salaries for public safety employees. These funds will be directed back to the General Fund (G/F). These funds are not for a future project. There is no match requirement.

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 Mayor to execute all required grant award documents.

Attachments:

1. MO award - CARES Act Coronavirus Grant Funding – PD & Fire Salaries
2. Paducah MOA draft

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO ACCEPT A CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT ("CARES" ACT) GRANT THROUGH THE DEPARTMENT OF LOCAL GOVERNMENT IN THE AMOUNT OF \$1,786,875 FOR REIMBURSEMENTS FOR THE SALARIES OF POLICE OFFICERS AND FIREFIGHTERS AND AUTHORIZING THE EXECUTION ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to accept a Coronavirus Aid, Relief, and Economic Security Act ("CARES" Act) Grant, in the amount of \$1,786,875 for reimbursements of the salaries of Paducah Police Officers and Firefighters beginning March 1, 2020, for the entire allotment. No local cash or in-kind match is required.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

\\mo\grants\award - CARES Act Coronavirus Grant Funding – PD & Fire Salaries



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

PON2 112 2100000782

Version: 1

Record Date:

Document Description: COVID 19 Relief Fund C257 City of Paducah

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification:

Issuer Contact:Name: Billie Johnson
Phone: (502) 573-2382
E-mail: BILLIER.JOHNSON@KY.GOV**Vendor Name:**
CITY OF PADUCAH

PO BOX 2267

PADUCAH KY 42002-2267

Vendor No. KY0033652**Vendor Contact**Name: CORIE COLE
Phone: 270-444-8512
Email: CCOLE@PADUCAH.KY.GOV**Effective From:** 2020-10-02**Effective To:** 2021-03-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		C257 City of Paducah CRF Reimbursement	\$0.000000	\$1,786,875.00	\$1,786,875.00

Extended Description:

Reimbursements for expenses incurred during the COVID 19 pandemic

Shipping Information:	Billing Information:
Department for Local Government - Office of Grants 100 Airport Rd, 3rd Fl Frankfort KY 40601	Department for Local Government - Office of Grants 100 Airport Rd, 3rd Fl Frankfort KY 40601

TOTAL CONTRACT AMOUNT: \$1,786,875.00

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GRANT INFORMATION AND IDENTIFICATION

Project Number: C257

Local Government: City of Paducah

Project Name: City of Paducah CRF Reimbursement

Federal Agency: U.S. Department of the Treasury

CFDA Title: Coronavirus Relief Fund for States

CFDA Number: 21:019

Award Year: 2020

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Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Office of the Governor, Department for Local Government, Office of Federal Grants (“the Commonwealth”) and City of Paducah (“the Contractor”) to establish an agreement for the City of Paducah CRF Reimbursement Project. The initial MOA is effective from October 2, 2020 through March 30, 2021.

Scope of Services: Reimbursements for expenses incurred during the COVID 19 pandemic.

WHEREAS, the United States Congress enacted the Coronavirus Aid, Relief, and Economic Security Act (CARES Act; P.L. 116-136), which provides assistance to state and local governments; and

WHEREAS, Section 5001(d) of the CARES Act provides the eligible purposes for which Coronavirus Relief Fund (CRF) payments may be used; specifically, allowing state and local governments to make payments for programs that 1) are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19); 2) were not accounted for in the budget most recently approved as of the date of enactment [March 27, 2020] of this section for the Commonwealth or local government; and 3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

WHEREAS, the Commonwealth has been duly designated to administer the grant funds for the Project; and

WHEREAS, the Contractor has submitted an application for CRF grant funds, and

WHEREAS, the Contractor will be the administrator and beneficiary of the grant money from the Commonwealth for the Project as provided the CARES Act under the terms and

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conditions enumerated herein and has further agreed to effectuate the completion of the Project in accordance with those terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants, commitments, and conditions contained herein, the Commonwealth and the Contractor agree as follows:

1. Obligations of the Commonwealth

The Commonwealth agrees, conditioned upon the timely performance by the Contractor of its obligations herein, to undertake the following obligations:

A. The Commonwealth may, but is not required to, make periodic inspections of the Project and may send inspection reports to the Contractor. Deficiencies identified in an inspection report shall be corrected by the Contractor and their correction reported in writing to the Commonwealth within two weeks of receipt of the inspection report.

B. The Commonwealth will cooperate fully with the Contractor in order to facilitate the obligations set out in this memorandum.

C. The Commonwealth shall close out the Project upon satisfactory completion of the Project by the Contractor in accordance with the terms and conditions of this MOA and submission of an acceptable project completion report in the form prescribed by the Commonwealth.

2. Obligations of the Contractor

The Contractor agrees to undertake the following obligations:

A. The Contractor shall perform or cause to be performed all necessary acts to plan, design and complete the Project in accordance with the attached Scope of Work, which is hereby incorporated herein and made a part of this MOA.

B. The Contractor shall obtain all necessary permits, licenses, and approvals required for completion of the Project from the appropriate governmental entities.

C. The Contractor shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies.

D. The Contractor shall use its own procurement procedures that are compliant with all applicable state and local laws for all purchases of goods or services related to the Project.

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E. The Contractor shall submit all Requests for Disbursement on the prescribed forms of the Commonwealth, including copies of paid invoices, cancelled checks and/or bank statements documenting the proper expenditure of funds for reimbursement.

F. Beginning upon the effective date of this MOA and regardless of whether any funds have been drawn, the Contractor shall submit quarterly progress reports and a project completion report when the project is final to the Commonwealth in the form prescribed by the Commonwealth until the Project is deemed closed by the Commonwealth. Failure to submit or fully complete any required report will place the Contractor in noncompliance status, at which time the Commonwealth will suspend the release of additional funds until the appropriate documentation has been submitted.

G. The Contractor shall retain all records relating to the Project until the records are audited by the Commonwealth, or for no less than five (5) years after the Project has been closed by the Commonwealth, whichever occurs first.

H. A copy of the resolution by the Contractor's governing body authorizing the execution of this MOA is attached, which is incorporated into this MOA as though set forth fully herein.

I. The Contractor shall cooperate fully with the Commonwealth and provide any documentation requested by the Commonwealth in order to facilitate the obligations set out in this MOA.

J. The Contractor shall be responsible for the expenditure of funds in accordance with the CARES Act and all other applicable laws. Any unauthorized or improper expenditure of funds, or expenditure of funds other than in accordance with the terms of this MOA shall be deemed a default of this MOA by the Contractor. The Contractor shall repay the Commonwealth all funds that are not spent in accordance with this MOA and applicable laws.

K. All Contractors, with the exception of Cities with a population of less than one thousand (1,000) people, or which receives and expends less than seventy-five thousand dollars (\$75,000) per fiscal year and has no long term debt, covered by KRS 91A.040(2) and (3), respectively, and Districts covered by KRS 65.065(2) or KRS 65A.010 to 65A.090, are subject to an independent annual audit conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States, the provisions of Office of Management and Budget Circular A-133, "Audits of State and Local Governments," if applicable, and the Audit Guide for Fiscal Court Audits issued by the Kentucky Auditor of Public Accounts. The audit report shall include a certification that the funds were expended for the purpose intended. A copy of the audit and certification of compliance shall be forwarded to the Commonwealth, Office

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of Federal Grants, no later than 18 months after the end of each fiscal year in which funds were received by a Contractor.

Those Cities and Districts referenced above shall be required to submit a copy of their financial statement, when applicable, to the Commonwealth, Office of Federal Grants, no later than 18 months after the end of each fiscal year in which funds were received by a Contractor. Where a financial statement is not applicable, pursuant to the relevant statute, an audit shall be required.

3. Mutuality of Obligations

A. The parties agree that the obligations imposed upon them are for the benefit of the parties and the timely fulfillment of each and every obligation in accordance with this MOA is necessary. The failure of the Contractor to fulfill its obligations under this MOA or the failure of any event to occur by a date established by this MOA shall constitute a breach of the MOA unless the obligation is waived or modified by written MOA of the parties.

B. In the event of default by the Contractor, including the failure to meet any time deadlines set out in this memorandum, the Commonwealth may declare this MOA void from its date of execution without further obligation to the Contractor and may commence appropriate legal or equitable action to enforce its rights under this MOA including action for recovery of funds expended hereunder.

C. Except as may otherwise be provided herein, the parties to this MOA shall be solely responsible for any costs incurred in fulfilling their obligations under this MOA. If any legal action or other proceeding is successfully brought by the Commonwealth to enforcement this MOA, then the Commonwealth shall be entitled to recover from the Contractor, reasonable attorneys' fees, court costs and all expenses incurred in that action or proceeding, in addition to any other relief to which the Commonwealth may be entitled.

4. Miscellaneous Provisions

A. This MOA may be signed by each party upon a separate copy, and in such case one counterpart of this MOA shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This MOA may be executed in two or more counterparts each of which shall be deemed an original, and it shall not be necessary in making proof of this MOA or the terms and conditions hereof to produce or account for more than one of such counterparts.

B. The headings set forth in this MOA are for convenience or reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOA.

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C. The terms and conditions of this MOA shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties. This provision shall not be construed to permit assignment by any party of any of its rights and duties under this MOA which assignment shall be prohibited except with the prior written consent of all parties hereto.

D. This MOA sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing MOAs among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

E. Performance of each of the terms and conditions of this MOA shall be carried out in a timely manner.

F. The parties agree that any suit, action, or proceeding with respect to this MOA may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky or the United States District Court for the Eastern District of Kentucky, Frankfort Division.

All notices, requests, demands, waivers, and other communications given as provided in this MOA shall be in writing, and shall be addressed as follows:

If to the Commonwealth:
Department for Local Government
Office of Federal Grants
100 Airport Road, 3rd Floor
Frankfort, KY 40601

If to the Contractor:
The Honorable Brandi Harless
Mayor, City of Paducah
300 South 5th St.
Paducah, Kentucky 42002-2267

G. The Commonwealth may audit or review all documentation and records of the Contractor relating to this project pursuant to the provisions of KRS 45A.150.

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H. The parties agree that this MOA is not entered into under the provisions of KRS 56.8161 et seq.

Pricing:

The Commonwealth shall, subject to the availability of appropriate funds, pay the Contractor a sum not to exceed \$1,786,875 in accordance with the submission of a Request for Disbursement form, as prescribed by the Commonwealth.

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**Memorandum of Agreement Standard Terms and Conditions
Revised December 2019**

1.00 Effective Date:

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation clause:

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the other party by registered or certified mail.

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4.00 Funding Out Provision:

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional

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service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance

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with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

Contractor must check one:

☐ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

☐ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

8.00 Discrimination:

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places,

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available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action

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with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

Commonwealth of Kentucky:

Signature	Commissioner Department For Local Government Title
Dennis Keene Printed Name	Date

City of Paducah:

Signature	Mayor, City of Paducah Title
Printed Name	Date

Approved as to form and legality:

Signature	City of Paducah Counsel Title
Printed Name	Date

Signature	General Counsel Department For Local Government Title
Matthew Stephens Printed Name	Date

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2020

Short Title: Application for Center Point Recovery Center - 2020 CDBG Coronavirus Grant - **T WILSON**

Category: Municipal Order

Staff Work By: Ty Wilson

Presentation By: Ty Wilson

Background Information: The Community Development Block Grant (CDBG) program provides assistance to communities for use in revitalizing neighborhoods, expanding affordable housing and economic opportunities, providing infrastructure and/or improving community facilities and services. With the participation of their citizens, communities can devote these funds to a wide range of activities that best serve their own particular development priorities. All project activities must meet at least one of three national objectives:

- ? benefit to low and moderate income persons;
- ? prevention or elimination of slums or blight; and,
- ? meeting particularly urgent community development needs.

The Department for Local Government is now accepting applications for CDBG-CV Recovery Kentucky. Due to the COVID-19 Pandemic, Recovery Kentucky Centers began to experience a reduction in program income due to halting or reducing new admissions in response to COVID-19 recommendations for social distancing, reduced group sizes, and other conditions that impacted the number of clients admitted. These applications are for efforts to prevent, prepare for, and respond to the coronavirus. These will be reimbursements for costs incurred by the centers for COVID-19 related expenditures.

Centers can receive up to \$200,000. The City wishes to apply for a CDBG-CV reimbursement grant up to \$200,000 on behalf of Four Rivers Behavioral Health. No local matching funds are 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 application documents.

Attachments:

1. MO app-cdbg- COVID-19 recovery grant

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A 2020 CDBG CORONAVIRUS RECOVERY KENTUCKY GRANT IN AN AMOUNT UP TO \$200,000 THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT ON BEHALF OF FOUR RIVERS BEHAVIORAL HEALTH CENTER POINT RECOVERY CENTER FOR COVID-19 RELATED EXPENDITURES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application and all documents relating to same, requesting a CDBG Coronavirus Recovery Kentucky Grant through the Department for Local Development in the amount up to \$200,000 on behalf of Four Rivers Behavioral Health Center Point Recovery Center for COVID-19 related expenses. No local or in-kind match is required.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners _____
Recorded by Lindsay Parish, City Clerk, _____
\\mo\grants\app-cdbg- COVID-19 recovery grant

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2020

Short Title: Application & Acceptance for a First Responders Grant through the Marathon Petroleum Foundation in the amount of \$4,800 - **S KYLE**

Category: Municipal Order

Staff Work By: Ty Wilson, Nathan Torian

Presentation By: Steve Kyle

Background Information: Marathon Petroleum's Logistics and Storage Terminals offers grants to first responder organizations. Grants will be awarded between \$100-\$5,000. Health and safety is a core value at Marathon. They are committed to operating in a manner that promotes the health and safety of employees and customers, and are focused on making communities stronger, safer places to live, work and play. They provide funding, equipment and support to first responders, government agencies and community-based organizations to increase the overall safety of the communities where they operate. Preference is given to projects and organizations that help communities better prepare for, mitigate the risks of and respond to disasters, hazards and emergencies.

The City of Paducah Fire desires to apply to purchase four Ice Commander Suits for water rescues in the amount of \$4,800. The current suits that the Fire Department has are in need of an upgrade. There is no local match requirement.

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. Authorize and direct the Mayor to execute all required documents to accept the award if offered.

Attachments:

1. MO App - Marathon Petroleum Foundation Fire Dept.
2. First Responder Brochure 20204603

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY FOR A FIRST RESPONDERS GRANT THROUGH THE MARATHON PETROLEUM FOUNDATION IN THE AMOUNT OF \$4,800, TO BE USED BY THE PADUCAH FIRE DEPARTMENT FOR THE PURCHASE OF FOUR (4) ICE COMMANDER SUITS FOR WATER RESCUES AND AUTHORIZING THE ACCEPTANCE OF ALL GRANT FUNDS AWARDED

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

SECTION 1. The Mayor is hereby authorized to execute a grant application and all documents necessary for a First Responders Grant through the Marathon Petroleum Foundation in the amount of \$4,800, for the purchase of four (4) Ice Commander Suits for water rescues for the Paducah Fire Department. No local cash match or in-kind contributions are required.

SECTION 2. The City of Paducah hereby accepts all awarded funds and authorizes and directs the Mayor to execute the grant agreement and all other documents necessary to accept the grant funds.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
\\mo\grants\ App – Marathon Petroleum Foundation Fire Dept.

Marathon Petroleum's Logistics and Storage Terminals offers grants to first responder organizations. Grants will be awarded between \$100-\$5,000.

Eligibility Requirements

The grants will be awarded based on the merits of the request and the needs of the first responder and community.

- ◆ The level of involvement the local responder would have with Marathon Petroleum in an emergency situation.
- ◆ The current ability of the local responder to react as needed in case of an emergency situation.
- ◆ Level of involvement the first responder has had with the terminal to date (participation in drills, events, etc.).
- ◆ Need of the first responder – includes evaluation of funding source, response area, number of Marathon Petroleum facilities impacted, etc.
- ◆ Grant applications that are directly related to emergency response or terminal support.
- ◆ Organization being a non-profit agency.

For technical questions regarding the online submission process, please contact our administrator, Foundation Source, at 800.839.5316 or premiersupport@foundationsource.com. For eligibility questions, contact the local terminal manager.

FIRST RESPONDERS GRANT PROGRAM



**Logistics &
Storage
Terminals**

Items Eligible for Reimbursement

Firefighting Equipment

- ◆ Firefighting Hose
- ◆ Flammable Liquid Training Registration & Fees
- ◆ Foam Application Nozzles and Equipment
- ◆ Foam Proportioning Equipment
- ◆ Incident Command System Equipment
- ◆ Large Diameter Supply Hose
- ◆ Large Flow Water Monitor 250 GPM +
- ◆ Mobile Data Terminal (MDT) - Tablets
- ◆ Personal Accountability Systems
- ◆ Personal Protective Equipment (PPE)
- ◆ Portable Atmospheric Monitor
- ◆ Pre-Incident Planning Software
- ◆ Radio Communication Equipment
- ◆ Self-Contained Breathing Apparatus (SCBA)
- ◆ Thermal Imaging Camera (TIC)
- ◆ Water Manifolds, Wyes & Siamese
- ◆ Dry Chemical Agent

Law Enforcement Equipment

- ◆ Flashlights
- ◆ Body Armor/Helmets
- ◆ Cameras - Body Cam/Dash Cam/Drone Cam
- ◆ Computer Systems
- ◆ LEL Meters
- ◆ Bicycles and related accessories
- ◆ Car Tires
- ◆ Radio Communication Equipment
- ◆ Uniforms/Tactical Gear
- ◆ K-9 Equipment
- ◆ Vehicle Accessories
- ◆ Incident Command System Equipment
- ◆ Active Shooter/WMD Training
- ◆ Unmanned Aircraft Systems (i.e. Drones)

- ◆ Tablets
- ◆ Explosive Ordnance Disposal Equipment
- ◆ Night Sites for Weapons
- ◆ Simunition Rounds
- ◆ Exercise Equipment

Swift Water Rescue Equipment

- ◆ Buoys
- ◆ Incident Command System Equipment
- ◆ Personal Floatation Devices (PFD)
- ◆ Portable Stretchers
- ◆ Pressurized Line Guns
- ◆ Rescue Craft
- ◆ Rescue Rope
- ◆ Rope Rescue Equipment (i.e. tripods & carabiners)
- ◆ Submersible Survival Suits
- ◆ Throw Bags
- ◆ Water Self-Rescue Devices

Confined Space-Trench Rescue Equipment

- ◆ Air Hose Reels
- ◆ Cribbing
- ◆ Extrication Systems & Equipment
- ◆ Hauling Systems
- ◆ Hydraulic Shoring Systems
- ◆ Incident Command System Equipment
- ◆ Personal Accountability Systems
- ◆ Pneumatic Air Bags
- ◆ Portable Air Supply
- ◆ Portable Atmospheric Monitors
- ◆ Portable Reciprocating Saws & Drills
- ◆ Portable Stretchers
- ◆ Remote Breathing Air Stations
- ◆ Rescue Rope
- ◆ RIT Bags and Equipment
- ◆ Rope Rescue Equipment
- ◆ Self-Contained Breathing Apparatus (SCBA)

How to Apply

First Responder Grants will be submitted online at the Marathon Petroleum website.

<https://www.marathonpetroleum.com/Sustainability/Creating-Shared-Value-and-Opportunity/Marathon-Petroleum-Foundation/>

When completing an application, be sure to include an evaluation of what the grant would be used for and how it would benefit Marathon Petroleum and the local community. It is recommended that specific details including itemized lists, quotes and photographs be included to aide in the decision-making process. The sustainability plan and dissemination plan sections of the application can be marked as not applicable.

Please note, the following items will not be considered under this program: fire foam, weapons, and supplemental fire training (Marathon Petroleum already provides as needed).

Applications will be reviewed on a monthly basis. Upon review, organizations will receive a letter and email advising the status of their application.

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2020

Short Title: Application and Acceptance of the Kentucky League of Cities Insurance Services (KLCIS) Liability Grant in the amount of \$3,000 - **R MURPHY**

Category: Municipal Order

Staff Work By: Ty Wilson, Melanie Townsend

Presentation By: Rick Murphy

Background Information: The Kentucky League of Cities Insurance Services (KLCIS) program is open to cities and agencies that are current members with general liability insurance coverage. The City of Paducah is eligible for \$3,000 worth of funding for a 50/50 matching grant. The Engineering Department seeks to apply for \$3,000 for sidewalk and ADA accessible ramp construction. New sidewalks and ADA accessible ramps were installed at Noble Park tennis courts. The total cost of the sidewalks and ramps is \$17,538.02, which was paid out of account 23002217-542230. The match requirement will be fulfilled by the prior purchases related to the project.

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.

Attachments:

1. MO app & award – klcis grant 2020 – ADA Ramp
2. 2020 KLCIS Liability Grant Information

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A 2020 KLCIS LIABILITY GRANT IN THE AMOUNT OF \$3,000 THROUGH THE KENTUCKY LEAGUE OF CITIES FOR REIMBURSEMENT FOR SIDEWALK AND ADA ACCESSIBLE RAMP AT THE NOBLE PARK TENNIS COURTS, ACCEPTING ANY GRANT FUNDS AWARDED BY KLCIS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application to obtain a 2020 KLCIS Liability Grant in the amount of \$3,000 from the Kentucky League of Cities. The grant will be used for reimbursement of costs related to the installment of sidewalk and ADA accessible ramp located at the Noble Park tennis courts. The 50/50 match requirement will be fulfilled by the prior purchases related to the project.

SECTION 2. That the City of Paducah hereby authorizes the acceptance of any and all grant funds awarded by the Kentucky League of Cities and authorizes the Mayor to execute the Grant Agreement and all related documents.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
\\mo\grants\app & award – klcis grant 2020 – ADA Ramp

2020 KLCIS Liability Grant

The KLCIS Liability Grant will be offered from September 14, 2020 to November 6, 2020. Please pay close attention to the following information for this grant.

This grant is for the KLCIS Liability insurance members.

The 2020 Liability Grant can be viewed online. It is located at www.klc.org.

Eligibility

- The applying city or agency must be a current member of the Kentucky League of Cities Insurance Services (KLCIS) program with Liability insurance coverage.
- **Only one application will be accepted from each insured member.**

Important Safety Grant Program Dates

- Application period is from **September 14, 2020 – November 6, 2020.**
- Invoices or purchase orders must be attached to the grant and returned at the same time.
- We will accept purchase orders and invoices dated July 1, 2020 to November 6, 2020.
- Due to the popularity of this grant, we advise members to apply early. If liability grant applications exceed funds available, **grants will be processed on a first-come, first-served basis.**
- All applications must be submitted online.

Application Rules

- **The Liability Grant is a 50/50 matching grant.**
- Members with Liability premiums before taxes less than \$35,000 are eligible for up to \$1,500 grant reimbursements for approved purchases.
- Members with Liability premiums before taxes of \$35,000 and above are eligible for up to \$3,000 grant reimbursements for approved purchases.

Eligible Items List:

Personnel Services

- Employee handbooks and training provided by the KLC Legal Team (will accept invoices during calendar year 2020)

Mowers

- Mulching mowers or kits to prevent discharge accidents

Vehicles

- Defensive driver training
- Telematic systems that are used to enforce fleet safety and influence safe driving behaviors
- Costs associated with conducting pre-hire or annual Motor Vehicle Record (MVR) checks

Law Enforcement (must have KLCIS Law Enforcement coverage)

- Police accreditation fees (will accept fees paid during calendar year 2020)
- Defensive driver training
- Body cameras (storage and monthly fees are not included, and Model Policy must be submitted with the application)
- Gun safes

Parks/Playgrounds

- Any fall protection listed under the Consumer Product Safety Committee (CPSC) Guidelines
- New playground equipment to replace old equipment

Slip and Fall Protection

- Sidewalk replacement or repair

Utilities

- Sewer backup prevention (must have sewer backup coverage with KLCIS)
- Cameras, rodding and hydroblasting equipment
- Radio read meters (gas and water)
- Meter lids that meet liability review guidelines for KLCIS
- Hit Kits for natural gas companies to document damaged lines (example Rhino Hit Kit)
- Signage for electric utilities (e.g., high voltage, no trespassing)
- Trimming trees and bushes

All grants are dependent on the availability of funds.

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2020

Short Title: Health, Vision and Dental Benefit Plan Premiums for 2021- S SUAZO

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Peel & Holland

Background Information: The following reflect the recommended monthly health insurance premiums, by plan, for the 2021 Calendar year. These are the rates, as presented by DJ Story, of Peel and Holland, which are flat to last year. These premiums allow us to keep our grandfathered status which offers protection to both the employer and the employee and allow us to maintain an acceptable escrow level to cover expected claims and plan costs. As a further note, regarding the City's health insurance premium, there have not been any increases to cost in the last ten years.

Health Insurance:

Investor Plan	Monthly Premium	Elite Plan	Monthly Premium
Employee	\$781	Employee	\$856
Employee/Spouse	\$969	Employee/Spouse	\$1,139
Employee Child	\$825	Employee Child	\$974
Family	\$1,118	Family	\$1,319

The following will reflect the monthly Vision Premium rate for the 2021 Calendar year. The renewal rates will increase 7% from last year.

Vision Premiums:

Blue View Vision	Monthly Premium
Employee	\$6.58
Employee/Spouse	\$11.51
Employee / Child(ren)	\$12.51
Family	\$19.09

The following will reflect the recommended monthly Delta Dental Plan Premiums for the 2021 Calendar year. The premium renewal percentage rate will increase by 0% from last year.

Dental Premiums:

Delta Dental of KY	Monthly Premium
Employee	\$25.95
Employee/Spouse	\$52.95
Employee / Child(ren)	\$55.38
Family	\$90.10

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

If yes, please list the Action Step Item Codes(s): O-1: Implement Measures to Recruit & Retain Quality City Employees - offering a competitive benefit package.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the premiums listed above for Health Insurance, Vision and Dental.

Attachments:

1. MO - Heath Vision & Dental Premiums 2021
2. 2021 Anthem Blue Vision Renewal
3. 2021 Delta Dental Renewal Rates

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND ADOPTING THE COMPREHENSIVE HEALTH INSURANCE BENEFIT PLAN PREMIUMS, THE VISION INSURANCE PLAN PREMIUMS, AND THE DENTAL INSURANCE PLAN PREMIUMS FOR CALENDAR YEAR 2021 FOR EMPLOYEES OF THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

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

SECTION 1. That the City of Paducah approves and adopts the following monthly health insurance premiums for calendar year 2021 for employees of the City of Paducah:

Health Insurance:

Investor Plan	Monthly Premium	Elite Plan	Monthly Premium
Employee	\$ 781	Employee	\$ 856
Employee/Spouse	\$ 969	Employee/Spouse	\$1,139
Employee Child	\$ 825	Employee Child	\$ 974
Family	\$1,118	Family	\$1,319

SECTION 2. That the City of Paducah hereby approves the following monthly premiums for the Blue View Vision Plan through Anthem BlueCross BlueShield for vision care for employees for calendar year 2021:

Vision Insurance:

	Monthly Premium
Employee	\$6.58
Employee/Spouse	\$11.51
Employee Child	\$12.51
Family	\$19.09

SECTION 3. That the City of Paducah hereby approves the following monthly premiums for the Delta Dental Plan for optional dental care for employees for calendar year 2021:

Dental Insurance

	Monthly Premium
Employee	\$25.95
Employee/Spouse	\$52.94
Employee Child	\$55.38
Family	\$90.10

SECTION 4. That the premiums for the Comprehensive Health Insurance Benefit Plan, the Blue View Vision Plan and the Delta Dental Plan for employees of the City of Paducah, adopted in Sections 1,2 and 3 above, shall become effective January 1, 2021.

SECTION 5. That the Mayor is hereby authorized to execute all documents related to the premiums approved in Sections 1, 2 and 3 above.

SECTION 6. 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, _____

Recorded by Lindsay Parish, City Clerk, _____

\\mo\Heath Vision & Dental Premiums 2021

Fully Insured Renewal

City of Paducah

Group Number(s): 00210630
Effective Date: 01/01/2021 - 12/31/2022
Anthem Sales Representative: MaryEllen Cassidy



	Renewal				Total
Frequency					
Core Plan	Blue View Vision				
Voluntary	Group Size: 250-499				
Option 25					
Full Service					
12 months					
12 months					
24 months					
12 months					
In Network Copayments					
Exam	\$10.00				
Materials	\$10.00				
In Network Plan Allowance					
Frame Allowance	\$130				
Contact Lens Allowance	\$130				
ENROLLMENT					
Subscriber Only	75				
Subscriber + Spouse	34				
Subscriber + Child	0				
Subscriber + Children	32				
Subscriber + Family	51				
Total Number of Contracts	192				
RATES					
Subscriber Only	\$6.58				
Subscriber + Spouse	\$11.51				
Subscriber + Child	\$12.51				
Subscriber + Children	\$12.51				
Subscriber + Family	\$19.09				
Total Monthly Premium	\$2,258.75				
Total Annual Premium	\$27,105.00				
% Rate Increase	7.00%				

NOTES: Benefits may be subject to approval by CET.
Rates are guaranteed for 2021 and 2022
Rates are net of commissions.

Underwriter Issue Date: 7/10/2018

(10/03)

Authorized Signature	Authorized Signature	Authorized Signature
Date	Date	Date

Refer to your sales brochure(s) for benefit details and limitations. This benefit description is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Delta Dental of Kentucky
Renewal Rates for CITY OF PADUCAH #692290
Effective January 1, 2021

Rates		
Rates per subscriber per month	Current Rate(s) January 1, 2020 through December 31, 2020	Renewal Rate(s) January 1, 2021 through December 31, 2021
Subscriber only	\$25.95	\$25.95
Subscriber and spouse	\$52.95	\$52.95
Subscriber and child(ren)	\$55.38	\$55.38
Subscriber, spouse and child(ren)	\$90.10	\$90.10
Overall Percent Change	0.00%	

Rating Requirements
Tied to medical: No
Subscribers and eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, they may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Dependents may only enroll if the Subscriber is enrolled (except under COBRA) and must be enrolled in the same plan as the Subscriber. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Rating Assumptions
Rates do not include any applicable claims taxes. The rates are valid only for the effective date noted above and are guaranteed for a one year contract.
Self-billing is not allowed and you agree to pay as invoiced each month.
Subscriber materials which are produced by Delta Dental will be updated and provided when plan changes apply and are always available to view or print at https://www.DeltaDentalKY.com .
Printed dentist directories are not included. You can find participating dentists on our website at https://www.DeltaDentalKY.com .
The plan specifications are subject to Delta Dental's standard exclusions and limitations, including: ➤ Oral exams (including evaluations by a specialist) are payable twice per calendar year. Limited oral evaluations for a specific problem or complaint are also payable twice in the same calendar year. ➤ Prophylaxes (cleanings) are payable twice per calendar year. Two additional periodontal maintenance procedures are payable per calendar year for individuals with a documented history of periodontal disease. Full mouth debridement is payable once in a lifetime. ➤ People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment. ➤ Fluoride treatments are payable once per calendar year for people age 18 and under. ➤ Space maintainers are payable once per area per lifetime for people age 13 and under. ➤ Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period. ➤ Sealants are payable once per tooth per two-year period for first and second permanent molars for people age 15 and under. The surface must be free from decay and restorations. ➤ Payment for crowns, inlays, and onlays are payable once per tooth in any five-year period. Stainless steel crowns are payable once per tooth in any two-year period on primary teeth only. ➤ Composite resin (white) restorations are payable on posterior teeth. ➤ Root canal treatment is inclusive of periapical X-rays, cultures, follow-up care, treatments, pulpotomy or pulpectomy, and routine post-operative procedures. Separate charges are not Covered Services for these procedures. Retreatment is payable two years after the initial treatment. ➤ Denture and/or bridge replacement is payable five-years post initial place. Replacement is not a Covered Service for lost or stolen dentures and/or bridges. Interim dentures are payable only for people under age 17 to replace extracted anterior permanent teeth. ➤ The initial installation of any prosthodontic service to replace missing teeth or teeth that were lost before coverage began, including congenitally missing teeth is not payable. Replacements of existing appliances can be considered. ➤ Fixed bridges or removable cast partials are payable only for Eligible Dependents over age 16. Services and appliances that replace missing natural teeth (such as bridges, endosteal implants, implant crowns, partial dentures, and complete dentures) may be subject to an Alternate Benefit. ➤ Porcelain and resin facings on bridges are payable on posterior teeth. ➤ Implants are payable once per tooth in any five-year period. Implant related services are Covered Services. ➤ Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2020

Short Title: Approve Strategic Health Risk Advisor & Strategic Benefit Placement Services with Peel & Holland – S SUAZO

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Stefanie Suazo

Background Information: The City has utilized the Health Risk Advisor services with Peel & Holland since July 1999 pertaining to issues regarding the administration, renewal, claim resolution, cost containment and bidding process of the City's health insurance plan. Staff recommends entering into a contract with Peel & Holland to continue these services for calendar year 2021.

The 1 year contract with Peel & Holland remains flat at \$78,900. This fee is payable in four equal installments of \$19,725 to be billed quarterly. In addition, there is a fee of \$200 per hour subject to a minimum retainer of \$5,000 for services requested by the City or the City's legal counsel for issues that arise in connection with employer and employee bargaining, legal matters, disputes of other similar issues.

In addition to this cost is an Advisory Agreement Services Addendum. This Addendum would only be in effect if services from the attached form are requested and additional charges and fees will apply. These fees also remained flat

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 execute a contract between the City of Paducah and Peel Holland pertaining to the administration of the City's health insurance.

Attachments:

1. MO Peel & Holland Strategic Health Risk Advisor & Benefit Placement Services 2021
2. 2021 City of Paducah Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR A STRATEGIC HEALTH RISK ADVISOR & STRATEGIC BENEFIT PLACEMENT SERVICES WITH PEEL & HOLLAND FINANCIAL GROUP FOR ADMINISTRATION OF THE CITY OF PADUCAH'S HEALTH INSURANCE IN AN AMOUNT OF \$78,900 PLUS \$200 PER HOUR, SUBJECT TO A MINIMUM RETAINER OF \$5,000, FOR REQUESTED SERVICES RELATED TO EMPLOYEE BARGAINING, LEGAL MATTERS, AND DISPUTES OR OTHER SIMILAR ISSUES AND AUTHORIZES THE EXECUTION OF THE ADVISORY AGREEMENT SERVICES ADDENDUM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the Mayor to execute a contract for a Strategic Health Risk Advisor and Strategic Benefit Placement Services with Peel & Holland Financial Group, in the amount of \$78,900, payable in four equal installments of \$19,725 each, for administration services pertaining to the administration of the City of Paducah's health insurance. An additional fee of \$200 per hour, subject to a minimum retainer of \$5,000, will be charged for services requested by the City or the City's legal counsel for issues that arise in connection with employer and employee bargaining, legal matters, disputes or other similar issues.

SECTION 2. The City of Paducah hereby authorizes the Mayor to execute an Advisory Agreement Services Addendum with Peel & Holland Financial Group, which provides for additional fees if specific additional services are requested including Carrier Billing Reconciliation, Enrollment Errors, and Benefit Administration System Maintenance for \$150 per hour with a \$300 minimum and ACA Reporting for \$150 per hour with a \$1,500 minimum.

SECTION 3. Said contract and addendum authorized in Sections 1 and 2 above will be for the 2021 calendar year.

SECTION 4. 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, _____

Recorded by Lindsay Parish, City Clerk, _____

mo\contract – Peel & Holland Strategic Health Risk Advisor & Benefit Placement Services 2021

STRATEGIC HEALTH RISK ADVISOR & STRATEGIC BENEFIT PLACEMENT SERVICES

THIS CONTRACT, made and entered into on this **6th day of October 2020**, by and between Peel & Holland Financial Group, 1120 Main, P.O. Box 427, Benton, Kentucky 42025, hereinafter referred to as "ADVISOR," and **City of Paducah, Kentucky** hereinafter referred to as the "CLIENT,"

WITNESSETH:

WHEREAS, CLIENT desires to engaged ADVISOR to access its "Strategic Health Risk Advisor System and Strategic Insurance Placement Services System", hereinafter referred to as "SYSTEM" and ADVISOR desires to accept such engagement; and

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree as follows:

A. ADVISOR perform the following services on behalf of the CLIENT:

1. Review all insurance contracts and employer forms relating to health, vision, dental, and drug benefits, HRA, H.S.A. and make recommendations to the CLIENT on such contracts.
2. Coordinate on-site enrollers or web-based enrollments and assistance with annual open enrollment for eligible employees during the period(s) contracted.
3. Provide assistance with questions on behalf of CLIENT including but not limited to health insurance claims, eligibility, plan selection for employees.
4. Provide consultation on issues relating to cost share, stop-loss and plan administration, and oversight in bid processes annually.
5. Review and provide commentary on plan data such as claims, administrative and reinsurance costs and comparisons of data for varying years on a quarterly basis agreed to committees and/or the City Commission, or City Manager as agreed to by CLIENT.

6. Prepare annual request for proposals (RFP) for years CLIENT requests formal bid processes. Provide oversight and coaching services in review of bids, assembly of data received by bidders and make specific recommendations to CLIENT for placement or procurement of health/drug, dental and vision insurance contracts.
7. Review preferred provider agreements and assist client in comparing and selecting preferred provider organizations (PPO).
8. Assist CLIENT with meetings and coach on benefit plan issues with employee groups as requested by CLIENT.
9. When qualified provide advice for all other areas of health, dental and drug plan operations as requested by CLIENT.
10. Provide COBRA administrative services via a separate administrative party as per a separate agreement between, U.S. Admin, LLC. and CLIENT.
11. Provide expert witness services in connection for employer and employee bargaining, legal matters, disputes, or similar issues, as requested by the employer or the employer's legal counsel.
12. Provide data analytics via Acclaim Health Analytics and NavMD Design180 with customized reporting and care management integration with disease management firms chosen independently by CLIENT.
13. Access to Compliance Dashboard, tool to help assure compliance with health plan laws.

B. For the services rendered as described in Paragraph A, Subparagraphs 1 through 10, CLIENT shall pay ADVISOR a fee of \$78,900 per annum (fee includes \$72,000 for Items 1-10, \$6,300 for item 12, and \$600 for Item #13). Services shall be billed and payable at a rate of \$19,725 per quarter and due each of the following dates: January 1, 2021, April 1, 2021, July 1, 2021, and October 1, 2021, payable within 30

days of each billing statement. Services shall continue for one calendar year from the inception date of this agreement. For services rendered as described in Paragraph A, Subparagraph 11 above, CLIENT shall pay ADVISOR a separate fee of \$200.00 per hour subject to a minimum retainer of \$5,000.00 per year should services be requested in item 11 above. Invoice for services rendered or retained under Paragraph A, Subparagraph 11, shall be billed monthly as accrued and payable no later than the 10th of the following month after the billed date. Assuming no services Paragraph A, Subparagraph 11 are requested, then no fee shall be paid under this separate section of the services. Also, due to the nature of benefits such as dental, vision, life, voluntary plans, etc. certain carriers may not waive standard commissions and if such relationship exists then these commissions shall be disclosed, and commissions may be earned in addition to other fees specified within this agreement. The charging of these fees and expenses by ADVISOR for the services enumerated shall not preclude his charging and receiving a commission or fee as an agent or consultant in a separate transaction between CLIENT and ADVISOR should there be any such separate transaction.

C. CLIENT acknowledges that, with respect to providing advice and assistance placing insurance-related products, ADVISOR is acting as an insurance agent (as defined in KRS Chapter 304.9-020) and subject to provisions of KRS Chapter 304.11-020 TO 304.11-050. Further CLIENT meets the definition of "client" as denoted in KRS Chapter 304.11-020 TO 304.11-050 for health insurance.

D. CLIENT agrees that ADVISOR's sole responsibility is to provide its best advice in an objective manner in accordance with the terms of the contract. CLIENT understands and acknowledges that in many instances ADVISOR's advice will simply consist of his opinion. Although CLIENT may delegate to ADVISOR certain decisions as part of the service rendered by ADVISOR pursuant to this contract, only CLIENT, and not ADVISOR, shall be responsible for such decisions. ADVISOR's obligation to CLIENT shall be limited to providing CLIENT with his best opinion based upon his professional experience at the time such opinion is presented. CLIENT acknowledges

that ADVISOR makes no representations nor warranties concerning the quality, effectiveness, or results of his coaching services, and CLIENT assumes full risk for, and shall hold ADVISOR harmless from, all results of following or rejecting ADVISOR's advice or recommendations.

E. CLIENT shall release ADVISOR from providing any services required herein and ADVISOR shall provide a refund to CLIENT, prorated with the length of service rendered, if ADVISOR is prevented from providing the services by sickness, death, or events beyond his control, or if any outstanding bill which is due and payable by CLIENT to ADVISOR for past services is not paid in accordance with this contract.

F. Termination: CLIENT agrees that the initial term of this agreement and associated fees shall continue through December 31, 2021 and may continue into the future, as mutually agreed and by extending the agreement in writing. Afterward, either party may termination this agreement, at any time, for any reason, provided a ninety (90) day notice is provided in writing. Fees shall continue to become due and payable throughout the length and term of the entire agreement, even if terminated, unless stipulated otherwise in section E. above.

G. This agreement has been entered into by City of Paducah, Paducah, Kentucky and Peel & Holland Financial Group.

IN TESTIMONY WHEREOF, Peel & Holland Financial Group and City of Paducah each has caused their name to be hereunto affixed on this date first written above.

10/6/2020

Date:

DJ Story, Authorized Peel & Holland Representative

Date:

City of Paducah Kentucky

Advisory Agreement Services Addendum

Additional Human Resources and Financial Support Services

Our advisory services assume each client shall maintain employment records, system information and provide for their own carrier bill reconciliation. In the event the services indicated below are requested additional charges and fees will apply.

- Carrier Billing Reconciliation: \$150 per hour, \$300 minimum
 - Auditing carrier invoices;
 - Retrospective billing resolution and dispute mitigation
- Enrollment Errors: \$150 per hour, \$300 minimum
 - Enrollment corrections;
 - Carrier communications;
 - Dispute resolution;
- Benefit Administration System Maintenance: \$150 per hour, \$300 minimum
 - System build, implementation and testing;
 - Entering, maintaining and updating various records
- ACA Reporting: \$150 per hour, \$1,500 minimum
 - Training, support and online assistance outside the initial system implementation;
 - Entering data, uploading reports and assistance with retrospective corrections

I/We understand the services as listed above require additional time, effort, support and additional charges shall apply.

Date:

City of Paducah, Authorized Representative

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2020

Short Title: Administrative Services and Stop Loss Insurance with Anthem Blue Cross Blue Shield - **Peel & Holland**

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Peel & Holland

Background Information: DJ Story of Peel and Holland recommends that the city continue with Anthem Blue Cross Blue Shield for the 2021 plan year, effective January 1, 2021 as the City's Third Party Administrator (TPA) to provide claims administrative services related to the City's health insurance plan. Remaining with Anthem offers the best overall option for quality of plans, administrative services and competitive rates and factors. A summary of Anthem's administrative fees, rates and factors is attached. In addition, since January 1, 2011 the City of Paducah has purchased stop loss insurance with Anthem to protect the City's health insurance plan in the event of a catastrophic claim(s). It is recommended, for the 2021 plan year beginning on January 1, 2021, the Commission adopt an agreement with Anthem to purchase stop loss insurance which is set at a \$175,000 maximum city liability per person (individual stop loss), Anthem assumes liability for all claims in excess of this amount, and \$2,437,679.00 maximum city liability of total claims combined (aggregate stop loss limit), Anthem assumes liability for all claims in excess of the aggregate total up to \$1,000,000. Premium rates are \$92.72 per member per month for individual stop loss insurance, in which there is an increase of 1.41% from last year, and \$6.87 per member per month for aggregate stop loss insurance, which stayed the same from last year.

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

If yes, please list the Action Step Item Codes(s): O-1: Implement Measures to Recruit & Retain Quality City Employees - offering a competitive benefit package.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to execute ASO agreement with Anthem Blue Cross Blue Shield for administrative services and stop loss insurance.

Attachments:

1. MO - health ins-stop loss coverage & administrative services 2021
2. 2021 Anthem ASO and Stop Loss Renewal

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE RATES FOR STOP LOSS INSURANCE COVERAGE AND AUTHORIZING AN AGREEMENT FOR ADMINISTRATIVE SERVICES WITH ANTHEM BLUE CROSS BLUE SHIELD FOR THE GROUP HEALTH INSURANCE PLAN FOR THE CITY OF PADUCAH, KENTUCKY FOR THE 2021 CALENDAR YEAR AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

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

SECTION 1. That the City of Paducah authorizes and approves an agreement with Anthem Blue Cross Blue Shield as the City's Third-Party Administrator to provide claims administrative services related to the City's health insurance plan. The effective date of this Agreement is January 1, 2021 and ending December 31, 2021.

SECTION 2. That the City of Paducah accepts the rates offered through Anthem Blue Cross Blue Shield for Stop Loss Insurance Coverage for the group health insurance plan for the City of Paducah, Kentucky. Effective January 1, 2021. The stop loss rates are as follows:

- 1) Individual Stop Loss - \$175,000 maximum City liability per person with a monthly rate of \$92.72 per member; and
- 2) Aggregate Stop Loss - \$2,437,679 maximum City liability of total claims combined with a monthly rate of \$6.87 per member.
Anthem assumes liability for all claims in excess of the aggregate total up to \$1,000,000.

SECTION 3. The Mayor is hereby authorized to execute all documents relating to administrative services and stop loss insurance coverage as authorized in Sections 1 & 2 above.

SECTION 4. 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, _____

Recorded by Lindsay Parish, City Clerk, _____

\mo\health ins-stop loss coverage & administrative services 2021

Fixed Administrative Costs

CITY OF PADUCAH

Effective January 1, 2021 through December 31, 2021

Fixed Administrative Costs	Current	1/1/2021 through 12/31/2021
	PCPM	PCPM
Non-CDH Plan Enrollment	45	45
CDH Plan Enrollment	234	234
Enrollment	279	279
Medical and Pharmacy Administration	\$48.92	\$48.92
Specialty Pharmacy with Clinical Site of Care Review	\$0.65	\$0.65
Pharmacy Rebate Offset	(\$32.49)	(\$33.95)
Composite Total:	\$17.08	\$15.62
Annual fixed administrative costs based on assumed enrollment:	\$55,008	\$52,262
Percentage Change:		-5.0%

Authorized Signature: _____

Title: _____

Date: _____

Additional Fee Disclosures:

See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this cost summary.

This claim projection is an estimate of what health care providers and vendors may charge for the services and supplies they furnish your plan's members during a plan year and does not include particular fees (e.g., subrogation fees) retained by Anthem for plan administration.

Stop Loss Options

CITY OF PADUCAH

Group Number(s): W29698 00210630

Effective January 1, 2021 through December 31, 2021

Option 1 - \$175,000 Specific Stop Loss with 125% Aggregate Stop Loss

Specific Stop Loss limit:	\$175,000
Specific Stop Loss contract basis:	Paid in 12
Lines of coverage Included:	Med And Rx
Specific Stop Loss Maximum:	Unlimited
Specific Stop Loss accumulation:	Per Member
Commissions:	0.00%

Estimated Expected Claims:	\$1,950,143
PEPM	\$582.48

Aggregate Stop Loss percentage reimbursable:	125%
Aggregate Stop Loss contract basis:	Paid in 12
Lines of coverage Included:	Med And Rx
Aggregate Stop Loss Maximum:	\$1,000,000
Commissions:	0.00%
Minimum Aggregate Stop Loss limit:	\$2,315,795
Estimated Policy Period Claims Maximum:	\$2,437,679

Specific Stop Loss Premiums		Composite PCPM						Annualized Total
Total		279						
	Current	\$91.43						\$306,107
	Renewal	\$92.72						\$310,427
Rate Change								1.41%

Aggregate Stop Loss Premiums		Composite PCPM						Annualized Total
Total		279						
	Current	\$6.87						\$23,001
	Renewal	\$6.87						\$23,001
Rate Change								0.00%

Monthly Aggregate Factors		Composite PCPM						Annualized Total
Total		279						
	Current	\$939.02						\$3,143,839
	Renewal	\$728.10						\$2,437,679
Rate Change								-22.5%

Authorized Signature: _____
 Title: _____
 Date: _____

Additional Fee Disclosures:

See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this report.

See Additional Service Fees for disclosure of additional service fees which are not included on this report.

Claim projection

CITY OF PADUCAH

Analysis period: June 1, 2019 through May 31, 2020

Effective January 1, 2021 through December 31, 2021

Claims projection assuming Stop Loss Ded of \$175,000, Contract Basis of Paid in 12

Current Subscribers 279

Current Members 592

	Medical	RX	Total
Paid Claims	\$1,143,458	\$504,420	\$1,647,877
+ EPHC	\$10,436		\$10,436
Subtotal	\$1,153,893	\$504,420	\$1,658,313
- Less Large Claims at ISL Level	\$126	\$2,025	\$2,151
Adjusted Projected Claims	\$1,074,665	\$500,262	\$1,574,927
* Trend Adjustment (Annual Med 9.59% Rx 15.90%)	1,156	1,264	1,190
Projected Claims	\$1,242,558	\$632,092	\$1,874,650
Enrolled Member Months	7,070	7,070	
Projected Claims PMPM	\$175.75	\$89.40	\$265.16
* Renewal Year Benefit Adjustment/ABC	1,000	1,000	
Adjusted Projected Claims PMPM	\$175.67	\$89.40	\$265.08
Prior Year Adjusted Projected Claims PMPM	\$337.26	\$116.55	\$453.81
Multi-Year Claims Experience Weight Current Year	95%		
Multi-Year Claims Experience Weighting Prior Year	5%		
Experience Weight Projected Claims PMPM	\$183.75	\$90.76	\$274.51
Experience Weight Projected Claims			\$1,950,134
Projected Healthcare Expense PMPM	\$183.75	\$90.76	\$274.51
Projected Healthcare Expense			\$1,950,134

Additional Fee Disclosures

This Claim projection is an estimate of what health care providers and vendors may charge for the services and supplies they furnish your plan's members during a plan year and does not include particular fees (e.g., subrogation fees) retained by Anthem for plan administration.

Authorized Signature: _____

Title: _____

Date: _____

Assumptions and conditions

CITY OF PADUCAH

Effective January 1, 2021 through December 31, 2021

SIC Code: 9199

Administrative Services Only (ASO)

- The proposed services, rates and fees are effective from 1/1/2021 through 12/31/2021.
- This contract will be issued in KY.
 - This is an integrated medical and pharmacy offering.
- The proposal assumes 279 employees will be enrolling for medical coverage, with an average member to employee ratio of 2.12.
- The proposal assumes the same enrollment for medical and pharmacy.
- Anthem reserves the right to revise this proposal or modify these fees or rates under any of the following circumstances:
 - Due to any taxes, fees and assessments prescribed by any statutory, regulatory or other legal authority, that in Anthem's discretion, invalidates this quote.
 - Legislation or other matters that impact Anthem's costs or revenues under this proposal
 - Should the total enrollment or enrollment distribution by membership type, product or location change by 10% or more from that assumed when preparing the pricing for this package.
 - Actual Member to Subscriber ratio is not within +/-5% of 2.12.
 - A change to the plan benefits that result in substantial changes in the service or networks, as determined by Anthem.
 - Changes in proposal terms, conditions, services or product from this quotation.
 - Any of the plan benefits administered by Anthem are moved to another third party administrator or private exchanges.
 - Anthem and/or WCIC is not the sole medical carrier.
- The final relationship between the Parties will be subject to and described in an Administrative Services Agreement and this agreement will be the binding agreement between the parties.
- Unless otherwise noted, fees are quoted on a per contract per month (PCPM) basis. PCPM is equivalent to, and will be described as per subscriber per month in the Administrative Services Agreement.
- Employers, as plan sponsors and administrators, are responsible for complying with all applicable laws.
- Eligibility data will be provided in Anthem's standard format. Additional charges may apply for non-standard formats.
- This quote assumes ACH withdraws from group's bank account for claims and fixed fees. Anthem's standard for claim billing is weekly with payment required within three business days from receipt of invoice.
- This quote assumes Anthem will accept fiduciary responsibility for claims administration and the handling of the claims complaint and appeals. To the extent ERISA applies, the employer remains the Named Fiduciary of the plan.
- Commissions and consultant fees are excluded unless otherwise noted.
- The processing of claims incurred prior to the effective date is the responsibility of the prior claims administrator.
- Since Anthem is neither a Hawaii authorized insurer nor a Hawaii Health Care Contractor, our benefits may not match the requirements of the Prepaid Health Care Act. We recommend that you obtain direct quotes for either an individual policy for employees who live and work in Hawaii or if there are several employees within an employer group to obtain group coverage from a Hawaii authorized insurer. This would ensure that all the state requirements are met.
- Specific Stop Loss maximum matches the lifetime maximum of the plan(s) unless specified otherwise.
- This Stop Loss proposal expires 30 days from the date of its release or on the effective date, whichever is sooner.
- Stop loss terms are illustrative only, subject to review and revisions based on receipt of all updated and/or additional information. We will require experience reports through 9/30/2020 in order to finalize and/or determine any potential laser(s).

Assumptions and conditions

CITY OF PADUCAH

Effective January 1, 2021 through December 31, 2021

SIC Code: 9199

Administrative Services Only (ASO)

- Specific Stop Loss claims above the selected Specific Stop Loss Limit will not count towards satisfaction of the aggregate attachment point.
- No change in benefits after the effective date by the group's employee benefit program shall be covered by the Stop Loss agreement nor shall any amounts paid as benefits resulting from such a change be counted towards the satisfaction of the attachment point. This limitation may be waived if a written acceptance of such a change is issued by the carrier.
- Only those coverage's quoted and which are eligible under the group's employee benefit program are eligible under this Stop Loss program.
- Stop Loss protection must be purchased in conjunction with our Administrative Services proposal.
- All expenses for services or supplies in excess of any limitation under the group's employee benefit program are excluded under the Stop Loss program.
- COBRA enrollees must not exceed 10% of total enrollees.
- Claims Run-Out coverage is applicable at the end of a full 12 month policy period only and cannot be applied against any Stop Loss policy that terminates prior to completion of the contract period.
- The Individual Stop Loss Limit accumulation period will be the full twelve months of the standard contract period.
- Aggregate premium for Run-out coverage will be calculated by the sum of subscribers enrolled during the last month of the contract period times the number of run-out months times employee rate.
- All contracts including the ASO Agreement and/or the Stop Loss Agreement must be signed prior to the effective date.
- This offer assumes that no class of employees will be offered an HRA integrated with individual health insurance coverage. Anthem must be notified if particular classes of employees will be offered an HRA integrated with individual health insurance coverage, and a census of those employees must be provided so that appropriate adjustments, if needed, can be made to this offer.
- This quote does not include funding of the Patient-Centered Outcome Research Institute fee.
- This renewal is contingent upon the group / plan sponsor being current with all premium or fees as of the effective date of the renewal, unless specifically agreed to in writing in advance by Anthem.

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc. Independent licensee of the Blue Cross and Blue Shield Association.
ANTHEM is a registered trademark of Anthem Insurance Companies, Inc.

Authorized Signature _____

Title _____

Date _____

Services included and buy-up options

CITY OF PADUCAH

Effective January 1, 2021 through December 31, 2021

Services Included in fixed administrative costs

- Administration of the proposed \$3000 Deductible EHDHP (0%/0%/0% Natl Rx) Blue Access, \$1500 Deductible PPO (\$15/\$35/\$55/25% Natl Rx) Blue Access plan designs.
- ASO Basic Foundational Program
- LiveHealth Online
- Blue Distinction Programs
- Claims Fiduciary Coverage
- Standard ID cards
- Standard management reporting
- State/federal reporting
- Open enrollment meeting support
- Electronic version of the benefit booklets

Account Administration Included in Quote

Fee Billed Per
ParticipantPer
Month

Buy-Up Options

PCPM fee

- ASO-Get Strong Engagement Package \$1.55
- ASO-Get Control Engagement Package \$1.55
- ASO-Be Active Engagement Package \$4.35

Account Administration

Fee Billed Per
ParticipantPer
Month

- Act Wise Commuter \$3.25
- Act Wise FSA \$3.25
- FSA or Dependent FSA or Commuter add on to Member Pay HRA \$0.75
- FSA or Dependent FSA or Commuter add on to Provider Pay HRA \$0.75
- Limited Purpose FSA or Dependent FSA or Commuter Add on to Act Wise HSA \$1.15

Notes

Full quote details available upon request.

HSA and HRA account administration is only available with particular plan designs. Details available upon request.

Health Savings Account Fees may be paid by the employer or the employee.

Engagement packages have an additional \$1.25 service fee each time a reward is added to the re-loadable Master Card.

Authorized Signature _____

Title _____

Date _____

Additional service fees

CITY OF PADUCAH

Effective January 1, 2021 through December 31, 2021

Additional service fees

Runout Period Claims Processing Fee Types

Fees associated with claims processed during the runout period including without limitation subrogation fees, recovery fees, network access fees, will be charged during the runout period.

Runout Period Claims Processing Fee Costs

The cost of processing runout claims is excluded. The charge for processing 12 months of runout claims is 6.0% of all runout claims. In addition, direct charges may be incurred following termination that are not included in the standard runout processing fee (e.g., data feeds to other vendors).

Discount Share

The fee will be equal to 2.00% of in-network discounts. In-network discount is the difference between billed charges for covered services and the negotiated amount. Prescription drug claims, claims paid on a capitated basis, Traditional network fee schedule and Payment Innovation program payments are excluded from the fee calculation. This fee will be limited as follows: up to \$5,000 per Claim [up to an aggregate maximum of \$15.92 PCPM per Agreement Period] [No less than an aggregate minimum of \$13.02 PCPM per Agreement

Out of Network Savings Fees

The fee will be equal to 50% of the negotiated savings achieved on certain non-network claims.

Traditional Network Provider Savings Fee

The fee will be equal to 50% of Traditional network discounts. Traditional network discount is the difference between billed charges for covered services and the traditional provider negotiated amount. Prescription drug claims, claims paid on a capitated basis and Payment Innovation program payments are excluded from the fee calculation.

BlueCard Fees

The following BlueCard fees will be included in the paid claims amounts:

- The access fee is charged at a percentage no greater than 3.79% of the discount/differential subject to a maximum of \$2,000 per claim.
- The AEA Fee is \$5.00 per professional provider claim and \$11.00 per institutional claim.
- Occasionally, Anthem and a Host Blue may contract for a lower fee by combining the Access Fee and the AEA fee.
- The Central Financial Agency fee is \$0.35 per payment notice. The ITS transaction fee is \$0.05 per claims transaction.
- BlueCard fees are not charged in Anthem states. For a complete description of these fees, please consult your ASO Agreement.

Enhanced Personal Health Care (EPHC) Program Administration

The fee for Anthem's oversight of EPHC with providers or vendors is 25% of the per attributed member per month amount charged to the Employer for the provider performance bonus portion of the EPHC program.

Subrogation services

The charge is 25% of gross subrogation recovery.

Overpayment Identification and Claims Prepayment Analysis Activities

The charge to Employer is 25% of (i) the amount recovered from review of Claims and membership data and audits of Provider and Vendor activity to identify overpayments and (ii) the difference between the amount Employer would have been charged absent prepayment analysis activities and the amount that was charged to Employer following performance of the prepayment analysis activities. This includes, but is not limited to, activities related to COB, duplicates, contract compliance, and eligibility.

External appeals

The PPACA requires that ASO groups provide a process for external claims appeals to be available in situations where adverse benefit determinations have been made. Employer may contract with Anthem for this service or arrange to work directly with an external vendor. The fee will be \$550 per external appeal for the service contracted with Anthem.

Reporting

Management reports (e.g., standard account reporting package, performance guarantee reporting, lag reports, online reporting tool/access are included in our fees. In addition to these reports, Anthem will provide 20 hours of time needed to generate custom or ad-hoc reports (e.g., care management and utilization review reports) at no charge per year. The charge beyond 20 hours per year is \$150 per hour of time needed to generate the custom or ad-hoc report.

Data Feeds

Anthem shall provide, on an annual basis, up to 12 electronic data feeds to an outside vendor in Anthem's standard format. The charge is \$1,000 for each additional feed. Each time a report is sent to a vendor electronically, it is considered a feed, even if the same report is sent to the same vendor monthly. For example, if monthly feeds are sent to two vendors, 24 electronic data feeds will have been used on an annual basis. Additional fees would be required for Stop Loss interfaces, Rx integration feeds and telemedicine.

Outside Telemedicine Vendor

The fee to implement a telemedicine vendor other than LiveHealth Online is \$5,000.

Pharmacy Benefit Administration

See Pharmacy Pricing Summary.

Medicare Secondary Payer



Employer Status Form

Please complete this form to assist with compliance with the Medicare Secondary Payer regulations of the Centers for Medicare and Medicaid Services (CMS). You may want to check with your legal counsel to confirm the Medicare Secondary Payer requirements.

Group name City of Paducah	Group contact Stefanie Suazo
Group identification no. W29698	Telephone no. 270-444-1354

The business or organization ("Group") named above:

☐ Does **NOT** ☒ Does

have 20 or more employees for each working day in each of 20 or more calendar weeks in the current calendar year or the preceding calendar year, **and**

☐ Does **NOT** ☒ Does

have 100 or more employees on 50 percent or more of its regular business days during the preceding calendar year.

"Employees" include (even if they are not eligible for Anthem group health plan benefits):

- Part-time, full-time and leased employees;
- Persons not working but receiving payments normally subject to FICA taxes, such as persons on disability for the first six months.

If the Group is part of a controlled group of employers under IRC Sec. 52(a) and (b) or an affiliated service under IRC Sec. 414(m), then all employees in the aggregated group of employers must be included in the count of the Group's employees.

The Group agrees to notify Anthem Blue Cross and Blue Shield as soon as the statement above is no longer true.

The Group employed _____ (number) of such "employees" as of _____ (date).

If this form states a change in the category (i.e., under 20, over 20 or over 100 employees) for the Group, then a copy of the business' or organization's latest wage and tax statement must be attached and returned with this form.

I certify that the information provided above is true to the best of my knowledge and belief.

Group administrator signature	Date
-------------------------------	------

Life and Disability products are underwritten by Anthem Life Insurance Company.
In Indiana: Anthem Blue Cross and Blue Shield is a trade name of Anthem Insurance Companies, Inc.
In Kentucky: Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc.
In most of Missouri, Anthem Blue Cross and Blue Shield is the trade name of RightCHOICE® Managed Care, Inc. (RIT),
Healthy Alliance® Life Insurance Company (HALIC) and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and
HMO benefits underwritten by HMO Missouri, Inc.). RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits.
In Ohio: Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company.
In Wisconsin, Blue Cross Blue Shield of Wisconsin ("BCBSWI") underwrites or administers the PPO and indemnity policies; CompCare Health Services Insurance
Corporation ("CompCare") underwrites or administers the HMO policies; and CompCare and BCBSWI collectively underwrite or administer the POS policies.
Independent licensees of the Blue Cross and Blue Shield Association.
© Anthem is a registered trademark. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Pharmacy Pricing

City of Paducah

Effective:

1/1/2021 - 12/31/2021

Total subscribers:

271

Current Network and Formulary options are listed below under "Maintain Current Network and Formulary Options." Should changes be required, the option "Change Network & Formulary Options" should be toggled and the appropriate selections must be made in each of the sections below.

Please select one:

- ☒ Maintain Current Network and Formulary Options
- ☐ Change Network & Formulary Options: If changes are required, please make the appropriate selections below for Retail Network, Mail Maintenance Network, Maintenance Network, Specialty, and Formulary

Retail Pricing Estimates

RETAIL NON-SPECIALTY NETWORK OPTION (select one)

- ☐ National Network
- ☐ RxChoice Tiered Network

1-83 days' supply

Brand Discount % off AWP
Brand Dispensing Fee per Rx
Generic Discount % off AWP
Generic Dispensing Fee per Rx

MAIL NON-SPECIALTY MAINTENANCE NETWORK OPTION: (only one maintenance option, Retail or Mail, should be selected)

- ☐ Optional Home Delivery
- ☐ Opt Out Home Delivery
- ☐ Mandatory Home Delivery

Brand Discount % off AWP
Generic Discount % off AWP

RETAIL NON-SPECIALTY MAINTENANCE NETWORK OPTION: (only one maintenance option, Retail or Mail, should be selected)

- ☐ Retail 90 (National or Rx Choice)
- ☐ Rx Maintenance90

>=84 days' supply

Brand Discount % off AWP
Brand Dispensing Fee per Rx
Generic Discount % off AWP
Generic Dispensing Fee per Rx

SPECIALTY NETWORK

- ☐ Exclusive Specialty
- ☐ Open Specialty

Overall Specialty Discount % off AWP
Overall Specialty Dispensing Fee per Rx

Formulary

FORMULARY

- ☐ Essential Formulary
- ☐ National Formulary

Discounts and dispensing fees are effective rates and reflect Book of Business averages. Rates are not guaranteed and individual client results will vary. The Pharmacy Pricing Estimates presented here assume the adoption of all recommended programs.

Authorized Signature:

Title:

Date:



Pharmacy Pricing

City of Paducah

Effective:

1/1/2021 - 12/31/2021

Total subscribers:

271



Pricing Summary

This offer assumes City of Paducah is on . If a different formulary is selected Anthem reserves the right to modify the terms.

Anthem has provided an upfront rebate offset to the ASO fee as indicated in the Medical proposal. Client must use Anthem's recommended formulary to be eligible for this credit.

The medical ASO fee credit is a fixed amount and customer will not receive additional rebates if the actual amount of rebates received by Anthem exceeds the fee credit outlined in the medical proposal.

This offer assumes Client does not own or operate any in-house pharmacies and does not participate in the Federal 340b program or any other Federal government pharmaceutical purchasing programs.

Client agrees that Anthem shall be solely responsible for invoicing pharmaceutical manufacturers for drug rebates on behalf of Client, and Client shall not enter into any agreements with pharmaceutical manufacturers for purposes of receiving rebates on drugs obtained under the Client's pharmacy benefit plan.

Drug rebate amounts and/or rebate offsets to the Medical ASO Fee are subject to change for reasons including but not limited to:

- (a) Drug rebate eligibility is modified under an agreement between PBM and/or its vendor and a manufacturer;
- (b) Laws and regulations affecting the distribution or the amount of drug rebates available or payable under such Laws and regulations; or
- (c) Any action(s) or inaction(s) by manufacturer that impacts the availability or amount of drug rebate earned, which includes, but is not limited to, manufacturer's discontinuation of the covered Prescription Drugs.

Anthem may receive and retain administrative fees from our pharmacy vendor or directly from pharmaceutical manufacturers.

Anthem shall retain the difference, if any, between the invoiced amount and the amount paid to the PBM for Anthem's reasonable compensation for services provided.

Discounts and dispensing fees indicated on the Pharmacy Pricing Summary are representative of averages across Anthem's book of business. Single Source Generic drugs are classified as Brand. Individual client results may vary.

The discounts and dispensing fees may exclude the following claims: Mail claims with fewer than 60 days' supply; Prescriptions filled in Massachusetts, Alaska, Hawaii, or Puerto Rico, or filled in any state which imposes some form of Most Favored

Nations limitations on pharmacy reimbursement; Out-of-Network Claims; Vaccines; 340B Claims; Over-the-counter drugs; Drugs subject to Patent Litigation; Subrogated Claims; Prescriptions filled through the Client's on-site pharmacy; DAW

Claims with code 1-9, Supplies, and Specialty drugs at Retail.

If this summary conflicts with the Administrative Services Agreement, the Administrative Services Agreement controls.

All estimates are subject to change once more is known about the impact of COVID-19.

There will be additional fees for the following pharmacy services:

Our Prescription Drug Plan: Programs and Services

We offer a comprehensive suite of trend and integrated health management programs and services. Below is a list, by product, of the programs and services that are available.

This list is not all inclusive and may change as we update our offering to meet the needs of the marketplace.

Category	Included/Optional
General Administration	
Account management	Included
Banking	Included
FSA feeds	Included
Implementation services	Included
Paper claims/member submitted claims processing	\$1.00 per claim occurrence
Plan design strategy and consultation	Included
Single medical/pharmacy ID cards	Included
Standard communication materials to assist members with enrollment decisions and welcome them to their new plan when they enroll	Included
Standard coordination of benefits – reject for primary carrier	Included
Network Pharmacy Services	
Network audits and recoveries (desk and onsite)	Included
On-site pharmacy services	\$2.50 per onsite pharmacy claim
Pharmacy help desk with toll-free number	Included
Pharmacy network management	Included
Pharmacy reimbursement	Included
Mail Order Services	
Benefit education (includes mail order promotion)	Included
Mail Order Education program	Included
Mail Order Choice program	Included
Mail Order Complete program	Included
Mail Order call center with toll-free number	Included
Mail Order claims processing	Included
Mail Order regular shipping and handling	Included
Account Management Services	
Annual strategic planning with quarterly reviews	Included
Centralized administration for payment of claim and administration fees	Included
Designated pharmacy account team support, including Pharmacy Account Manager, Pharmacy Program Manager (clinical), Pharmacy Services Coordinator	Included
Telephonic training for access to online system(s)	Included
Member Services	
Customer service for members with toll-free number, to include language translation services	Included
Medical/pharmacy customer service call center with toll-free number	Included
Internet Services	
e-Services for Prescriptions: Intuitive and easy to navigate	Included
Health and wellness news and articles via WebMD Online drug list and searchable formulary	Included
Language translation services (EOBs)	Included
Online explanation of benefits	Included
Online health improvement tools and programs	Included
Pharmacy look-up	Included
Pharmacy resources – request a prior authorization, view drug interaction data and access all forms	Included
Plans and benefits additional information – submitting new prescriptions, saving money with home delivery, educational and pharmacy news	
Refill a prescription	Included
Savings center – compare costs to switch from retail to home delivery	Included
Search and price a medicine – search drugs by name, therapeutic class or subclass; compare costs and drug details, including price by pharmacy	Included
Secure member message center	Included
Additional miscellaneous Internet services – view coverage and copayments, obtain an ID card, access drug and health guide	Included
Patient, Trend, Quality and Cost-of-Care Management	
Administrative Prior Authorization program – non-clinical, lost/stolen overrides, vacation supplies	Included
Clinical Prior Authorization program	\$55.00 Per Occurrence
This review focuses mainly on drugs that may have risk of serious side effects or dangerous drug interactions, high potential for incorrect use or abuse, better alternatives that may cost less, or restrictions for use with very specific conditions.	
Clinical Pharmacy Review – physician review	\$800.00 Per Occurrence
Certain medications need a higher level of review than a Clinical Prior Authorization and additional information from the prescriber.	
Step Therapy	\$0.30 Per Script
Step therapy requires the member to use one medication before benefits for the use of another medication can be authorized. Step therapy ensures members have previously used first-line therapies or have risk factors making the prescribed products inappropriate.	
Quantity Limits and Dose Optimization	\$0.55 Per Script
Quantity limits guard against high doses and excessive utilization based on either doses exceeding the FDA or manufacturer recommended maximum daily doses or limiting short-term medications to a certain number of fills over a defined period of time.	
Concurrent Drug Utilization Review programs	Included
This program includes real-time member health and safety protocols designed to monitor and screen each claim against the member's integrated prescription profile, including all home delivery, specialty and retail prescriptions processed through the prescription benefit plan.	
Medication Therapy Management	Included
High Risk Medication (HRM) Programs	
Opioid Overutilization Program	
Medication Adherence Programs	

Category	Included/Optional
Diabetes No Statin Provider Fax/Report Card	
Fraud, Waste, and Abuse (FWA) Detection and Prevention	Included
Multi-pronged approach to manage fraud, waste and abuse, both proactively at the point of sale and retrospectively through ongoing targeted interventions, investigations and claims review.	
Fraud, waste and abuse programs are comprehensive and have a sentinel effect on these types of activities.	
Pharmacy Gaps in Care Messaging programs, including:	\$0.25 Per Script
Medication Review	
Personalized member information related to pharmacy gaps in care including appropriate use, medication compliance, safety, cost savings on generics and formulary alternatives.	
Select Cost-of-Care messages sent via a standalone communication	
Patient Highlights	
Physicians receive personalized, actionable information related to appropriate use, medication compliance and safety to help address pharmacy related gaps in care.	
Appropriate use and compliance programs focus on disease states such as asthma, COPD, depression, diabetes, high cholesterol and hypertension.	
Safety programs including identification of polypharmacy and high-dose alerts.	
Personalized, actionable information related to the member's use of controlled substances.	
Home Delivery (member/ physician outreach programs)	
Brand to Generic: Program targets DAW1 and DAW2 claims through home delivery and includes a member outbound call or physician outbound fax.	
Therapeutic Interchange: Program targets specific branded drugs with a lower cost therapeutic equivalent product available and includes a member outbound call through home delivery.	
Prospective Drug Utilization Review programs	Included
Cost-of-Care programs:	Included
Formulary management – outcomes-based formulary	
Generic Drug Management:	Included
Preferred Generics – members pay brand copay plus the cost difference when a generic is available but a brand is selected	
First-Time Generics – letters to members when there is a new (first-in-class) generic available in a therapeutic class	
Retail-to-Home Delivery member outreach programs	Included
Vaccine Program Fee	\$2.50 Per Occurrence
Reporting Services	
Clinical savings reports	Included
Standard reporting	Included
Web-based client reporting	Included
Specialty Pharmacy Services	
Comprehensive specialty pharmacy and individualized member support services	Included
Specialty pharmacy call center with toll-free number	Included
Specialty pharmacy claims processing	Included
Specialty pharmacy regular shipping and handling	Included
Therapy-specific counseling	Included
Additional Services and Programs	
Custom/Ad-hoc requests	We include the first 20 hours at no charge. After 20 hours per year, the charge is \$150 per hour of time needed to generate a custom or ad-hoc report.
Custom product set up (i.e., formulary, network)	\$5,000.00
Medicare services	Available upon request.
Custom/Ad hoc letters	\$1.00 per letter.

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2020

Short Title: Use of spending credits for eligible employees pursuant to the City's group health insurance plan for the 2021 plan year - **Peel & Holland**

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Peel & Holland

Background Information: The City makes financial contributions to subsidize the cost of the premium charges in the approved health and wellness plan. Allocation of spending credits towards the purchase of certain benefits such as health, dental or vision pursuant to the City's group health insurance plan shall be \$8,724 per employee. For those employees who opt out of the City's group health insurance, who were hired prior to January 1, 2014, and can show proof of coverage under another sponsored group health insurance plan are recommended to receive an employer contribution of \$2,850. New participants to the waiver credit, with a hire date after January 1, 2014 are subject to a \$500 maximum employer contribution. In addition, any employee should be able to increase their allotment, at the minimum, by participating in the wellness program. This can be achieved through biometric readings (\$1,000), not using nicotine (\$250), getting a physical and turning in lab work (\$250) and participating in six free events (\$750) such as walking a 5k.

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

If yes, please list the Action Step Item Codes(s): O-1: Implement Measures to Recruit & Retain Quality City Employees - offering a competitive benefit package.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the use of spending credits for eligible employees pursuant to the City's group health insurance plan for the 2021 plan year

Attachments:

1. MO - ins policy credits 2021
2. City of Paducah Wellness Program 2021

A MUNICIPAL ORDER ESTABLISHING POLICY FOR USE OF SPENDING CREDITS TOWARD THE PURCHASE OF CERTAIN BENEFITS SUCH AS HEALTH, DENTAL OR VISION PURSUANT TO THE CITY'S GROUP HEALTH INSURANCE PLAN FOR THE 2021 PLAN YEAR

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

Section 1. To be eligible for the benefits provided in Section 2, employees must timely enroll in that portion of the City's group health insurance plan referred to as medical and prescription drug coverage. The City shares the cost of medical, prescription drug, dental and vision coverage with the City employees by contributing \$8,724 per employee ("base credit") to be used under the Plan and other applicable credits which may be earned pursuant to the applicable City policy.

Section 2. All eligible employees who timely apply for coverage under the City's group health insurance plan (medical and prescription drug coverage) shall be permitted to redirect any unspent employer contribution toward the applicable pre-tax vehicle (HSA, FSA, HRA) subject to all applicable federal and state laws and regulations and as may be amended from time to time by order of the Board of Commissioners. Any changes requested by the employee due to change in family status shall be considered on a pro-rata basis from the effective date of timely enrollment pursuant to the plan documents of any affected benefit plan.

Section 3.

A. Employees who opt out of the City's group health insurance, who were hired prior to January 1, 2014, and can show proof of coverage under another sponsored group health insurance plan shall receive an employer contribution of \$2,850. New participants to the waiver credit, with a hire date after January 1, 2014 are subject to a \$500 maximum employer contribution which can be applied to an HRA, deposited on an as accrued basis, as established by the City and which can be amended from time to time by order of the Board of Commissioners. In the event the City in its sole discretion does not accept the creditability of the spouse's employer-sponsored group health insurance plan, other group sponsored health insurance plan, or non-group sponsored health insurance plan, and the employee chooses to remain covered under such group health insurance plan, then such employee shall be governed under the procedures established in Section 4.

B. All eligible employees who opt out of the City's group health insurance plan to enroll in a health insurance plan that is not under a spouse's employer-sponsored group health insurance or other group sponsored health insurance plan shall not be permitted to participate in an employer contribution of any unspent health insurance credits.

Section 4. All eligible employees who opt out of the City's group health insurance plan (medical and prescription drug coverage) for any reason other than those stated in Section 3 above, shall not be entitled to an employer contribution of unspent credits.

Section 5. All eligible employees and their spouse may receive the maximum wellness credit that can be earned and that is \$2,250 for an employee and \$1,000 for a spouse.

Section 6. For all employees who subsequently become eligible for coverage under the City's group health insurance plan because of initial employment or a qualifying event (i.e., change in family status), and is timely enrolled under the Plan or opts out of the Plan, shall be governed under the same procedures described in Sections 1-4 above, except any benefits shall be applied on a pro-rata basis.

Section 7. Except as provided under the applicable plan document covering any benefit plan, or HIPAA's special enrollment rights or the United States Internal Revenue Code, or any other applicable federal or state law or regulation, or any participant in the City's group health plan as described in Section 2 or any employee who has opted out of the plan as described in Sections 3 or 4 above, shall be precluded from making any changes to pre-tax elections (HSA, FSA, HRA) once the plan year starts except as otherwise permitted by this Municipal Order.

Section 8. 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, _____
Recorded by Lindsay Parish, City Clerk, _____
mo\ins policy credits 2021



WELLNESS IS MORE THAN NUTRITION & EXERCISE

The foundation of this wellness program is based upon education, preventative care, physical biometrics, a health risk assessment, and healthy habit development through wellness challenges.

This is YOUR program. Engage in activities that are meaningful to you so you can achieve wellness with purpose.



HOW IT WORKS

This program consists of a combination of an **annual physical** with a **biometric screening**, a **health risk assessment**, and several different types of **approved activities** to complete. If eligible, you may also participate in the **Healthworks Program** if you are a plan member with a diagnosis of hypertension, diabetes, and/or hyperlipidemia.

EARN REWARDS!

You'll be rewarded for your hard work towards a healthier lifestyle. Track your progress in WellRight and earn dollars for completing activities. All activities must be logged in WellRight for you to earn wellness dollars. Access WellRight online or by downloading the WellRight app.



PADUCAHKY.WELLRIGHT.COM

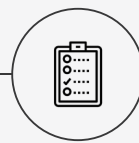
REQUIRED ELEMENTS



ANNUAL
PHYSICAL



BIOMETRIC
SCREENING



HEALTH RISK
ASSESSMENT

INCENTIVE

- Rewarded in 2022 and will be applied toward your premium or spending / reimbursement account
- Ranges from **\$250 - \$3,250** depending on your participation level
- **In order to receive ANY incentive, you must complete the required elements of the program**



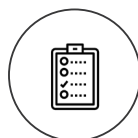
REQUIRED ELEMENTS

COMPLETE BETWEEN 10/1/2020 - 9/30/2021 | EMPLOYEES & SPOUSES ARE ELIGIBLE



ANNUAL PHYSICAL

Your **annual physical is covered 100% under your health plan.** Annual physicals are important opportunities for healthcare professionals to observe trends and changes that occur with your physical health over time.



HEALTH RISK ASSESSMENT

An HRA is a brief survey containing questions about a broad variety of health habits and risks. The survey is administered via WellRight. Your individual responses are never shared with your employer and all data is reported as an aggregate report. Information at the group-level is used solely to develop future programming and benefits.



BIOMETRIC SCREENING

Good health is built upon a foundation of knowledge. One of the most important things you can do for your health is to “know your numbers.” You will earn incentives for maintaining your levels within the stated ranges, or by improving your previous levels by 10%. The results from your previous year’s screening will be used as a baseline. Your individual lab results will never be shared with your employer or anyone representing your employer.

IF BIOMETRICS ARE NOT COMPLETED, YOU ARE SUBJECT TO THE MINIMUM VALUE PLAN IN 2022.

INCENTIVES	EMPLOYEE	SPOUSE
Completion of Annual Physical + Biometric Screening	\$250	\$200
BMI ≤ 25 or Total Percent Body Fat: Men ≤ 17% Women ≤ 24%	\$200	\$100
Blood Pressure ≤ 120/80	\$200	\$100
Blood Sugar ≤ 106	\$200	\$100
Total Cholesterol ≤ 200	\$200	\$100
HDL: Men ≥ 35 Women ≥ 45	\$200	\$100
LDL ≤ 100	\$200	\$100
Triglycerides ≤ 200	\$200	\$100
TOTAL POSSIBLE BIOMETRIC DOLLARS	\$1,250*	\$700*

***NOTE:**

- If you complete more than one screening during the year, your most recent submission will be used. You can't combine parts of each screening to achieve the best outcome for your incentive.
- Just for completing the screening and physical you earn \$250 (\$200 for spouses).
- You can earn \$200 per biometric (\$100 for spouses) within range, or if you improve by 10%, up to 5 biometric markers.
- Please allow 48 hours before results are uploaded to your WellRight account. If you don't see your results after 48 hours, please contact Peel & Holland to make sure your results were received.
- These biometric standards are based off advice and recommendations from Peel & Holland's medical partner. These are a guideline. Please consult your doctor to determine the best standards for your health.



TOBACCO / NICOTINE STATUS

COMPLETE BETWEEN 10/1/2020 - 9/30/2021 | EMPLOYEES ONLY

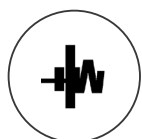
If you are a **TOBACCO/NICOTINE USER**, please complete the Tobacco/ Nicotine User challenge on your WellRight account.

If you are **TOBACCO/NICOTINE FREE**, please complete the Tobacco/ Nicotine Free challenge on your WellRight account. To be considered tobacco/nicotine free, you must meet the tobacco/ nicotine free guidelines:

- You must be tobacco/nicotine free for 6 months prior to becoming insured or open enrollment.
- City of Paducah reserves the right to randomly test, test based on evidence of tobacco/ nicotine use, or on challenge by another member.
- If a person is found to have obtained the credit and uses tobacco/nicotine, then they forfeit the credit and will be charged back.
- Tobacco/Nicotine products include cigarette, cigars, chewing tobacco, nicotine patch, nicotine gum, nicotine lozenges and electronic cigarettes.

TOBACCO/NICOTINE USER = EARN \$0

TOBACCO/NICOTINE FREE = EARN \$250



HEALTHWORKS PROGRAM

COMPLETED BY PEEL & HOLLAND AT THE END OF THE YEAR | INVITED PLAN MEMBERS ONLY

Plan members with a diagnosis of **hypertension, diabetes, and/or hyperlipidemia** will be invited to participate in the Healthworks Program. You will meet with a licensed clinician and complete the program requirements in order to receive the incentive. Completion of the program can replace as many as 4 approved activities for a max of \$500 (employee) or \$200 (spouse). You then have the opportunity to complete 2 additional approved activities (each worth \$125 for employees and \$50 for spouse) to earn the full incentive for 6 approved activities.

Maximum credit for the Healthworks Program may be limited by the program enrollment date as well as completion of the protocol as directed by the clinician. Credit missed due to this limitation can be made up by completing additional approved activities to earn the maximum allowed incentive for approved activities. Your information is confidential will never be shared with your employer or anyone representing your employer.

INCENTIVES

MUST COMPLETE THE PROGRAM REQUIREMENT TO EARN THE INCENTIVE

	EMPLOYEE	SPOUSE
Enroll before December 31, 2020	\$500	\$200
Enroll before March 31, 2021	\$375	\$150
Enroll before June 30, 2021	\$250	\$100
Enroll before September 30, 2021	\$125	\$50



APPROVED ACTIVITIES

COMPLETE UP TO 6 APPROVED ACTIVITIES | EMPLOYEES & SPOUSES ARE ELIGIBLE

You have a variety of activities to choose from, each activity is designed to educate and encourage you to make healthy lifestyle choices. Complete up to six approved activities during the 2020-2021 program in order to receive the incentive. Log in to your online wellness account to see approved activities available and complete an approved activity challenge.

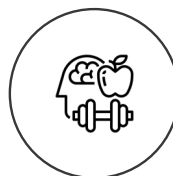
Other approved activities may be added throughout the program year.



CITY APPROVED 5K
WALK/RUN EVENT



STEPS CHALLENGE
MARCH & SEPTEMBER



WELLNESS CHALLENGES
1 PER QUARTER



COMMUNITY ENGAGEMENT
VOLUNTEER, ETC. | UP TO 2



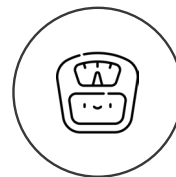
EDUCATION SESSIONS
ONLINE | 1 PER QUARTER



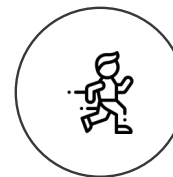
FINANCIAL PROGRAM
COMPLETED ONLINE



PREVENTATIVE EXAMS
VISION, DENTAL, ETC. | UP TO 3



BIGGEST LOSER



9 WEEKS TO A 5K PROGRAM



INCENTIVES

ACTIVITIES COMPLETED	EMPLOYEE	SPOUSE
1 COMPLETED	\$125	\$50
2 COMPLETED	\$250	\$100
3 COMPLETED	\$375	\$150
4 COMPLETED	\$500	\$200
5 COMPLETED	\$625	\$250
6 COMPLETED	\$750	\$300



INCENTIVE WORKSHEET

TOTAL POSSIBLE INCENTIVE EARNED TOWARD 2022 PREMIUM

EMPLOYEE MAX INCENTIVE: \$2,250

ANNUAL PHYSICAL + BIOMETRIC SCREENING		☐ COMPLETED: \$250	☐ NOT COMPLETED: \$0
BIOMETRIC RESULTS \$200 EACH, UP TO 5			
- BMI $\leq$ 25 - Blood Pressure $\leq$ 120/80 - Blood Sugar $\leq$ 106 - Total Cholesterol $\leq$ 200 - HDL: Men $\geq$ 35 Women $\geq$ 45 - LDL $\leq$ 100 - Tryglycerides $\leq$ 200	☐ 1 RESULT IN RANGE (\$200) ☐ 2 RESULTS IN RANGE (\$400) ☐ 3 RESULTS IN RANGE (\$600) ☐ 4 RESULTS IN RANGE (\$800) ☐ 5 RESULTS IN RANGE (\$1,000)		
NICOTINE STATUS		☐ NICOTINE USER: \$0	☐ NON-NICOTINE USER: \$250
APPROVED ACTIVITIES		☐ 1: \$125 ☐ 2: \$250 ☐ 3: \$375 ☐ 4: \$500 ☐ 5: \$625 ☐ 6: \$750	
HEALTHWORKS PROGRAM *IF INVITED			
ENROLLED BY: ☐ 12/31/20: \$500 ☐ 3/31/21: \$375 ☐ 6/30/21: \$250 ☐ 9/30/21: \$125			
ADDITIONAL APPROVED ACTIVITIES: ☐ 1: \$125 ☐ 2: \$250 ☐ 3: \$375 ☐ 4: \$500 ☐ 5: \$625			
TOTAL AMOUNT (MAX \$750): _____			
TOTAL TOWARD 2022 PREMIUM: _____			

SPOUSE MAX INCENTIVE: \$1,000

ANNUAL PHYSICAL + BIOMETRIC SCREENING		☐ COMPLETED: \$200	☐ NOT COMPLETED: \$0
BIOMETRIC RESULTS \$100 EACH, UP TO 5			
- BMI $\leq$ 25 - Blood Pressure $\leq$ 120/80 - Blood Sugar $\leq$ 106 - Total Cholesterol $\leq$ 200 - HDL: Men $\geq$ 35 Women $\geq$ 45 - LDL $\leq$ 100 - Tryglycerides $\leq$ 200	☐ 1 RESULT IN RANGE (\$100) ☐ 2 RESULTS IN RANGE (\$200) ☐ 3 RESULTS IN RANGE (\$300) ☐ 4 RESULTS IN RANGE (\$400) ☐ 5 RESULTS IN RANGE (\$500)		
APPROVED ACTIVITIES		☐ 1: \$50 ☐ 2: \$100 ☐ 3: \$150 ☐ 4: \$200 ☐ 5: \$250 ☐ 6: \$300	
HEALTHWORKS PROGRAM *IF INVITED			
ENROLLED BY: ☐ 12/31/20: \$200 ☐ 3/31/21: \$150 ☐ 6/30/21: \$100 ☐ 9/30/21: \$50			
ADDITIONAL APPROVED ACTIVITIES: ☐ 1: \$50 ☐ 2: \$100 ☐ 3: \$150 ☐ 4: \$200 ☐ 5: \$250			
TOTAL AMOUNT (MAX \$300): _____			
TOTAL TOWARD 2022 PREMIUM: _____			

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2020

Short Title: Approve the Proposal for a Change in the Group Life Insurance with to Mutual of Omaha effective January 1, 2021 - **Peel & Holland**

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Peel & Holland

Background Information: The city received a proposal from Mutual of Omaha to provide employees with group life insurance effective January 1, 2021. Changing providers will result in a savings of over \$4k per year, while keeping all benefit levels the same, and offering voluntary products to employees with much lower premiums for benefits related to short-term disability, long-term disability, and voluntary additional life insurance.

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

If yes, please list the Action Step Item Codes(s): O-1: Implement Measures to Recruit & Retain Quality City Employees - offering a competitive benefit package.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Sign agreement to provide life insurance to employees with Mutual of Omaha.

Attachments:

1. Group Life Insurance Mutual of Omaha 2021
2. 2021 VOLUNTARY STD_LIFE_AD&D_VTL_AD&D_VOLUNTAR

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND ADOPTING THE GROUP LIFE INSURANCE BENEFITS PROPOSAL WITH MUTUAL OF OMAHA IN A TOTAL ANNUAL GROUP PREMIUM AMOUNT OF \$44,453.40 FOR EMPLOYEES OF THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

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

SECTION 1. That the City of Paducah approves and adopts the following group life insurance premiums for employees of the City of Paducah:

COST SUMMARY	Number of Lives	Total Monthly Volume	Monthly Rate	Total Monthly Premium	Total Annual Premium
Employee Term Life	438	\$4,622,500	\$0.78/\$1,000	\$3,605.55	\$43,266.60
Employee AD&D	136	\$4,945,000	\$0.02/\$1,000	\$98.90	\$1,186.80
Total	--	--	--	\$3,704.45	\$44,453.40

SECTION 2. That the City of Paducah hereby accepts and approves the Group Insurance Proposal with Mutual of Omaha Insurance Company dated September 16, 2020, for Basic Term Life and AD&D, Voluntary Term Life and AD&D, Preferred Choice Voluntary Short-Term Disability and Voluntary Long-Term Disability for the employees of the City of Paducah and authorizes the Mayor to execute all documents related to same.

SECTION 3. That the premiums for the Group Life Insurance Plan, for employees of the City of Paducah, adopted in Section 1 & 2 above, shall become effective January 1, 2021.

SECTION 4. This expenditure will be charged to various accounts.

SECTION 5. 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, _____

Recorded by Lindsay Parish, City Clerk, _____

\\mo\Group Life Insurance Mutual of Omaha 2021

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2020

Short Title: Approve 911 Communications Service Agreement with Melber New Hope Fire District - **B LAIRD**

Category: Municipal Order

Staff Work By: Justin Crowell

Presentation By: Brian Laird

Background Information: The Melber New Hope Fire District is seeking to enter into an agreement with the City of Paducah in order for the Paducah Police Department 911 Communications Services Division to dispatch calls for the District in exchange for a fee.

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: The City of Paducah desires to enter into an agreement with the Melber New Hope Fire District in order for the Paducah Police Department 911 Communications Services Division to dispatch calls for the District in exchange for a fee, pursuant to the provisions in the City of Paducah 911 Communications Services Agreement.

Attachments:

1. MO agree-dispatch services – Melber
2. 911 Communications Service Agreement Melber 10_8_20

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN AGREEMENT WITH MELBER
NEW HOPE FIRE DISTRICT FOR DISPATCH COMMUNICATION SERVICES, AND
AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

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

SECTION 1. Recitals and Authorization. That the City of Paducah hereby approves a 911 Communications Service Agreement (the “Agreement”) with Melber New Hope Fire District, in substantially the form attached hereto and made part hereof (Exhibit A), for 911 Dispatch Services. Further, the Mayor of the City of Paducah is hereby authorized to execute the Agreement.

SECTION 2. Term. That the initial term of the Agreement shall be for a period of four (4) years. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional four (4) years unless either party terminates the Agreement as specified in the Agreement or otherwise places the other Party on notice of its intent to renegotiate the terms of this Agreement by providing written notification of such intent no later than six (6) months before the termination of the then applicable term.

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, _____
Recorded by Lindsay Parish, City Clerk, _____
\\mo\agree-dispatch services – Melber

Exhibit A
911 Communications Service Agreement

CITY OF PADUCAH
911 COMMUNICATIONS SERVICE AGREEMENT

This Communications Service Agreement (hereinafter "Agreement") is made and entered into by and between the City of Paducah, Kentucky, a municipal corporation, (hereinafter "Paducah") and Melber New Hope Fire District (hereinafter "the District" or "Parties" where Paducah and the District are referred to collectively) pursuant to KRS 79.110 et. seq.

RECITALS

WHEREAS, Paducah Police Department 911 Communications Services Division (hereinafter "Paducah 911") is a certified Public Safety Answering Point (hereinafter "PSAP") which been providing 911 communications services to its citizens and visitors since July 1, 2016;

WHEREAS, in doing so, Paducah provides 911 communications services to citizens and visitors of other governmental and emergency service agencies for a fee;

WHEREAS, Paducah agrees to dispatch calls for the District in exchange for a fee, pursuant to the provisions as stated herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN; THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF COMMUNICATIONS SERVICES.** The Parties shall perform communications services in accordance with the terms and conditions contained within the current Policies and Procedures Manual and pursuant to a Dispatch Protocol agreed upon by both Parties. The Parties attach hereto the Current Dispatch Protocol, with the agreement and understanding that changes to the current Protocol may be necessary in the future. As such, the Parties agree to consult with each other prior to making any changes to the current Protocol.

2. **PRIORITY OF COMMUNICATIONS SERVICES.** Priority of communications services shall be allocated equally among all Users and according to Paducah 911's Policies and Procedures Manual.

3. **DEFINITIONS.**

a. **"Calls For Service"** means all incoming phone calls and all events in CAD that generate an incident number.

b. **"Call Rate"** means the fee per call for service. The Call Rate is determined by taking the projected budget for the upcoming fiscal year, excluding expenses relating to infrastructure and dividing it by the total number of projected calls for service for the upcoming projected fiscal year.

4. **TERM.** This Agreement shall become effective on the date the Agreement is fully executed. The Initial Term of this Agreement shall be for a period of four (4) years. Such term

shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional four (4) years unless either Party terminates this Agreement as specified in Paragraph 5 herein or otherwise places the other Party on notice of its intent to renegotiate the terms of this Agreement by providing written notification of such intent no later than six (6) months before the termination of the then applicable term.

5. TERMINATION.

a. Termination without Cause. This Agreement may not be terminated without cause during the first two (2) years of this initial contract. Thereafter, if the District terminates this Agreement without cause before the termination date, it shall be subject to a termination fee equivalent to the total fees paid by the District to Paducah, as stated more particularly in Paragraphs 6 and 7 of this Agreement, during the previous twelve (12) months. The Parties expressly agree that this termination fee constitutes a reasonable estimate of Paducah's loss from the early termination of this Agreement, and that the amount of the fee is in the nature of liquidated damages, and not a penalty. The District waives all rights to protest the amount of the termination fee, and agrees to be unconditionally bound thereto. Either Party may notify the other Party of its intent to not renew this Agreement at the end of the then applicable term by providing written notice to the other Party of its intent to not renew this Agreement no less than six (6) months prior to the expiration of the then applicable term.

b. Termination for Cause. Either party shall have the right to terminate this Agreement upon written notice for cause. The term "cause" shall include (i) the failure of a party to perform and/or comply with any of their obligations or duties as specifically required by this Agreement or (ii) the failure of the District to pay any submitted invoice within sixty (60) days following date of invoice. In the event a party elects to terminate this Agreement for cause, the terminating party shall provide the defaulting party with written notice of its intent to terminate and the grounds for that termination. Upon receipt of that notice, the defaulting party shall be accorded a period of ten (10) business days within which to remedy the stated grounds. In the event the defaulting party fails or is unable to remedy the deficiency within the ten (10) day cure period, the terminating party shall have the right to terminate this Agreement and be relieved from all of its obligations hereunder. Upon termination, the terminating party shall have all rights and remedies as provided by law, subject to the limitations and exclusions that are contained in this Agreement.

6. COMMUNICATIONS SERVICE FEE.

a. The District shall pay a fee for communications services provided by Paducah. The amount the District shall pay for communications services equal to all of the District's Calls For Service in the previous month multiplied by the then applicable Call Rate.

b. During Paducah's Fiscal Year 2021, the Call Rate shall not exceed Twenty-one Dollars and Fifty Cents (\$21.50). Thereafter, and for the remainder of the term of this Agreement, the Call Rate shall not be increased more than 2% annually.

c. Because the Call Rate is calculated using projected expenses and Calls for Service, if it is determined that the amount paid by the District was less than that actually owed, Paducah will send an invoice to the District following the end of the applicable Fiscal Year for the difference. If it is determined that the amount paid by the District was more than that actually owed, Paducah will issue a refund and/or credit to the District following the end of the applicable Fiscal Year.

7. **PAYMENT.** Paducah shall send monthly invoices to the District for the Communications Service Fee and Infrastructure Fee. The District shall pay the monthly invoices within thirty (30) days of the date of the invoice. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause by the City as more particularly described in Paragraph 5(b).

8. **INFRASTRUCTURE.** Paducah will purchase the infrastructure upgrade for all systems and pay all implementation costs related to the infrastructure upgrade to enable the Paducah staff to provide efficient and expedient communications services to all Users/Parties. All costs related thereto shall be included in the formula for determining the Infrastructure Fee. The District will be responsible for ensuring that its field software and hardware devices are compatible with Paducah's software and hardware.

9. **DEPARTMENT/PADUCAH STAFF.** The staff of Paducah 911 will be employees of Paducah, subject to Paducah's and Paducah 911's policies and procedures, and will be supervised by the 911 Communications Services Manager, who will report directly to the Police Chief. If deemed necessary, Paducah will hire additional staff to ensure all calls for service generated as a result of this Agreement are handled efficiently and expediently. New hires will be employees of Paducah and subject to Paducah's and Paducah 911's Policies and Procedures. Any issues concerning a Paducah employee shall be addressed with the Manager and/or Police Chief.

10. **LIAISONS OF THE PARTIES.** The Police Chief and the 911 Communications Services Manager are the authorized representatives for purposes of administration of this Agreement on behalf of Paducah. Danny Thurston will serve as the District's liaison.

11. **911 COMMUNICATIONS SERVICES USER GROUP.** A 911 Communications Services User Group (hereinafter "User Group") will be created which consists of Paducah Fire, the 911 Communications Services Manager and one person who will represent all six Fire Protection Districts, i.e., West McCracken Fire Protection District, Concord Fire Protection District, Lone Oak Fire Protection District, Hendron Fire Protection District, Reidland-Farley Fire Protection District, and Melber New Hope Fire District. The User Group shall meet quarterly or more often as necessary. The User Group members shall meet to discuss strategic issues and matters of mutual interest and concern and shall report to the Chief of Police those recommendations which the User Group deems of significant import. The Parties expressly acknowledge and agree that Paducah is not required to implement said recommendations and that a failure to do so will not be a material breach of this Agreement. The District hereby agrees and acknowledges that additional members may be added to the User Group at the discretion of

Paducah.

12. **ADDITIONAL AGENCIES.** All Parties acknowledge and agree that Paducah may provide communications services to other agencies without the consent of the District. In the event this occurs, the Communications Service Fee shall be reduced commensurate with the decrease in percentage of Calls for Service for West McCracken Fire Protection District, Concord Fire Protection District, Lone Oak Fire Protection District, Hendron Fire Protection District, Reidland-Farley Fire Protection District, and Melber New Hope Fire District as compared to the total Calls for Service.

13. **NONDISCRIMINATION.** The Parties shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. The Parties shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, or age.

14. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable legal requirements including all federal, state, and local laws, ordinances and resolutions, whether or not said laws are expressly stated in this Agreement.

15. **INSURANCE.**

a. The District shall maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement.

Paducah shall be named as an additional insured on the District's policy. An endorsement shall be provided which states that the District's insurance is the primary insurance and that no other insurance affected by Paducah will be called upon to contribute to a loss under this coverage. The District shall furnish Paducah with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Paducah.

b. Paducah shall maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement.

The District shall be named as an additional insured on Paducah's policy. An endorsement shall be provided which states that Paducah's insurance is the primary insurance and that no other insurance affected by the District will be called upon to contribute to a loss under this coverage. Paducah shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District.

16. **CONFIDENTIAL INFORMATION.**

a. The term "Confidential Information" shall mean any and all information which is disclosed by either Party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner's business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner's past, current, or possible future products or manufacturing or operational methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except to those third parties with a need to know and that are operating under a confidentiality agreement with. non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation to confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to Owner that all copies of Owner's Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.

b. The Parties acknowledge that governmental agencies are required to release certain information pursuant to requests made under the provisions of the Kentucky Open Records Act and/or the Freedom of Information Act and further acknowledge and agree that a response in compliance therewith is not a breach of this Agreement.

c. Each Recipient shall protect all Confidential Information received pursuant to or as a result of this Agreement with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, with which Recipient utilizes for Confidential Information.

d. The terms of this Paragraph shall survive termination of this Agreement.

17. **INDEMNIFICATION.** To the extent not prohibited by the Kentucky Constitution or Kentucky law, the District shall indemnify, hold harmless, and defend Paducah (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, expenses, and attorney's fees) resulting or arising from Paducah's performance, or failure to perform, under this Agreement except that the

District shall not be required to indemnify, hold harmless, or defend Paducah from and against any claims resulting or arising from the negligence of Paducah, its elected officials, officers, agents or employees.

18. **FORCE MAJEURE.** If by reason of force majeure, Paducah is unable in whole or in part to perform the services under this Agreement, Paducah shall not be considered in breach during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Paducah.

19. **RELATIONSHIP OF THE PARTIES.** It is expressly understood that no agency, employee, partnership, joint venture or other relations is established by this Agreement. Nothing contained in this Agreement is intended to, nor shall it be construed in any way, to be a joint powers agreement of any kind.

20. **CONTINUOUS SERVICE DELIVERY.** The Parties agree that there is a public health and safety obligation to ensure uninterrupted and continuous service delivery to Paducah and the District. In the event of a material breach, Paducah will continue to provide services under this Agreement during any dispute resolution process and the District will continue to make payment of any fees owed during said process. Additionally, in the event the Agreement is terminated for any reason, the Parties agree to cooperate in transitioning the District to a new service provider for a reasonable period of time. The District will continue to be responsible for its fees, as set forth herein, during said transition period.

21. **NO EXPRESS OR IMPLIED WARRANTY.** Paducah provides the hardware, software, and ancillary systems without any warranty or condition, expressed or implied. Paducah specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. The District acknowledges that the systems may not operate continuously without interruption. Paducah makes no representations, warranties, or guarantees regarding uptime for the systems. Paducah agrees to pursue remedies through the vendor for the systems to all software problems arising from software provided by the vendor. Remedies for problems arising that are caused by circumstances outside of the vendor's control (network connection issues, user errors, hardware failures, etc.) shall be pursued by Paducah until a resolution is achieved. Paducah shall not be liable to the District for a hardware, software, or ancillary system failure for any direct, indirect, special, incidental, punitive, or consequential damages and losses incurred as a result thereof.

22. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three (3) working days following deposit in the United States Mail of registered or certified mail sent to the address

designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

To: City of Paducah

To: Melber New Hope Fire District

Attn: Mayor

Attn: Chairman of the Board

City Hall
300 South 5th Street
Paducah, KY 42003

Danny Thurston
2905 County Line Road
Melber, KY 42069

23. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

24. **SEVERABILITY.** If any provision of this Agreement (including any phrase, section, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that provision, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

25. **GOVERNING LAW, JURISDICTION, AND VENUE.** This Agreement shall be governed in accordance with the laws of the Commonwealth of Kentucky. Should any dispute arise between the Parties, the Parties shall submit the dispute for administered mediation. The situs of the mediation shall be in Paducah, Kentucky, and shall be mediated by an experienced local mediator selected by the Parties and paid for jointly and equally by the Parties. In the event the Parties are unable to resolve the dispute through mediation, any unresolved dispute shall be brought exclusively in a state court located in McCracken County, Kentucky. By execution of the Agreement, each of the Parties consent to the exclusive jurisdiction of such courts, and waive their right to challenge jurisdiction or venue in such courts. Each Party also waives their right to trial by jury. In the event a dispute must be resolved through litigation, the prevailing party shall be entitled to recover the costs and expenses of the dispute from the other party, including its reasonable attorney fees.

26. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Parties' duties be delegated, without the written consent of the other Party. Any attempt to assign or delegate this Agreement without the written consent of the other Party shall be void and of no force or effect. Consent by a Party to one assignment shall not be deemed to be consent to any subsequent assignment.

27. **SUCCESSORS.** This Agreement shall bind and inure to the benefit of all successors and assigns of the Parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.

28. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

29. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. Each Party shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any prior conduct or custom. The failure of a Party to enforce its rights under this Agreement shall not be construed as having created a custom which is contrary to specific provisions of this Agreement, or as having in any way or manner modified or waived such provisions. All rights and remedies of the Parties shall be cumulative, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

30. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. This Agreement may not be amended except in writing signed by a duly authorized representative of each Party.

31. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective entities. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF Paducah and the District do hereby agree to the full performance of the terms set forth herein.

CITY OF PADUCAH

MELBER NEW HOPE FIRE DISTRICT

By: _____

By: _____

Title: Mayor

Title: Chairman of Board

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

Title: Legal Counsel

Title: Legal Counsel

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2020

Short Title: Collection of property taxes imposed by the Paducah Independent School District - **J PERKINS**

Category: Ordinance

Staff Work By: Jonathan Perkins

Presentation By: Jonathan Perkins

Background Information: Each year, the Paducah Independent School District Board of Education (BOE) sets its tax levy for real estate and personal property pursuant to the authority vested in it under its charter & the Laws of Kentucky. The BOE authorizes the City of Paducah to collect the School District's property taxes for them under KRS 160.460.

For the period July 1, 2020 through June 30, 2021 the BOE has levied the following tax levies and has authorized the City of Paducah to collect those taxes:

Real Estate	\$.864 per \$100 AV
Personal Property (including inventory)	\$.864 per \$100 AV

Taxes collected by the City of Paducah for the BOE is due and payable as set forth in the City's ordinance to collect its own property taxes.

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: Staff recommends for passage.

Attachments:

1. Ordinance - Paducah Independent School authorization to collect ad valorem taxes - Sept 2020

ORDINANCE NO. 2020-_____-_____

AN ORDINANCE AUTHORIZING THE CITY OF PADUCAH TO COLLECT TAXES FOR THE PADUCAH INDEPENDENT SCHOOL DISTRICT FOR THE PERIOD FROM JULY 1, 2020 THROUGH JUNE 30, 2021.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. KRS 160.460 authorizes designated cities, such as the City of Paducah, to collect taxes assessed by independent school districts. Pursuant to this authority, the Board of Commissioners hereby authorizes the Director of Finance to collect taxes assessed by the Paducah Independent School District.

SECTION 2. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all real property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period of July 1, 2020 through June 30, 2021, an ad valorem tax of eighty-six and 4/10 cents (\$0.864) on each one hundred dollars (\$100.00) assessed valuation of all real property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 3. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all personal property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period of July 1, 2020 through June 30, 2021, an ad valorem tax of eighty-six and 4/10 cents (\$0.864) on each one hundred dollars (\$100.00) assessed valuation of all personal property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 4. The City of Paducah shall collect the following taxes for the Board of Education:

PADUCAH INDEPENDENT SCHOOL DISTRICT

Real Estate \$0.864

Personal Property (including inventory) \$0.864

SECTION 5. Taxes authorized to be collected herein shall be due and payable as set forth in Ordinance No. 2020-09-_____.

SECTION 6. 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 7. 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 September __, 2020

Adopted by the Board of Commissioners _____, 2020

Recorded by Lindsay Parish, Paducah City Clerk, _____, 2020

Published by The Paducah Sun, _____, 2020

Ordinance Prepared by Stacey Blankenship, KKHB

ORD/FIN/Paducah Independent School authorization to collect ad valorem taxes 09-2020

Agenda Action Form

Paducah City Commission

Meeting Date: October 13, 2020

Short Title: Approval of a Renewal Lease Agreement with Forest Hills Village, Inc. **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt

Presentation By: James Arndt

Background Information: The City of Paducah currently leases its real estate development to Forest Hills Village, Inc., for specified annual rental amounts. The existing lease agreement will expire on December 31, 2020. The parties desire to continue their lease relationship, with the new term of lease being for ten years, commencing January 1, 2021 and terminating December 31, 2030.

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 execute the Renewal Lease Agreement.

Attachments:

1. Forest Hills - Renewal Lease Agreement
2. Ordinance - Forest Hills Lease

RENEWAL LEASE AGREEMENT

THIS RENEWAL LEASE AGREEMENT made and executed on this ____ day of _____, 2020, by and between the **CITY OF PADUCAH, KENTUCKY**, a Kentucky municipality of the second class, hereinafter referred to as "City" and **FOREST HILLS VILLAGE, INC.**, a Kentucky non-profit corporation, hereinafter referred to as "Forest Hills".

WITNESSETH:

WHEREAS, the City is the fee simple owner of a large residential development located within the City of Paducah, Kentucky, that is generally known as "Forest Hills"; and

WHEREAS, the City has historically leased that property to Forest Hills under various lease and lease addendum agreements, commencing with the initial Lease Agreement dated November 20, 1968, and ending with the current Renewal Lease Agreement dated September 8, 2010; and

WHEREAS, the lease term under the Second Addendum to Renewal Lease Agreement will expire on December 31, 2020; and

WHEREAS, the parties desire to continue their lease relationship with respect to the Forest Hills property in accordance with the terms and conditions of this Renewal Lease Agreement.

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

1. **RENEWAL LEASE**. For and in consideration of the mutual covenants and promises made by the parties hereunder, the City does hereby lease and let unto Forest Hills, and Forest Hills does hereby lease and let from the City, all of the real and personal property that is a part of the residential development known as "Forest Hills," including all residential units and other improvements and appurtenances located thereon, and all fixtures, utility lines, easements,

and other rights and privileges that relate thereto or are a part thereof, all of which shall hereinafter be referred to as the "Lease Premises." A legal description of the Lease Premises is as follows:

All the property embraced within the plat boundary of Forest Hills as shown by plat thereof recorded in Plat Book E, at page 4, in the County Court Clerk's office of McCracken County, Kentucky, less and except therefrom the streets dedicated to the public and easements for utilities as shown upon said plat, together with all improvements located thereon, including all water heaters, gas ranges, refrigerators and other personal property located in and/or affixed to and used in connection with said improvements, and all machinery, equipment and supplies owned by party of the first part now located on the above described premises for the purpose and use in maintaining and/or operating said premises.

Being the same property conveyed by Paducah-McCracken Development Council, Inc., to the City of Paducah, Kentucky, by deed dated November 22, 1968, and recorded in Deed Book 503, page 485, in the McCracken County Court Clerk's Office at Paducah, Kentucky.

2. **TERM OF LEASE.** The term of this lease shall be for a term of ten (10) years, which term shall commence on the 1st day of January, 2021, and terminate on the 31st day of December, 2030.

3. **USE OF THE LEASE PREMISES.** Forest Hills shall have the exclusive right and authority to use and occupy the Lease Premises, and to manage and operate the residential development located thereon, subject to the following conditions:

- a. Forest Hills shall use and operate the Lease Premises as a residential development;

- b. Forest Hills shall rent the residential units within that development to members of the general public under written lease agreements for month-to-month tenancies;
- c. Forest Hills shall charge sufficient rentals under those lease agreements to fund (i) the annual lease payments that are to be paid to the City hereunder; (ii) the day-to-day operating costs and expenses of the development, (iii) the costs and expenses for capital improvements, and (iv) a sufficient reserve for future operations and improvements;
- d. Beginning on April 1, 2021, Forest Hills shall provide written annual reports to the City of Paducah detailing the number of available units and the occupancy rate during the preceding year;
- e. Forest Hills shall implement a tenant complaint resolution system which requires Forest Hills to address each tenant formal written complaint no later than fourteen (14) days after it is submitted. Forest Hills shall provide a copy of each formal written complaint submitted to Forest Hills to the City Manager's Office within seventy-two (72) hours of its submission and shall further provide documentation to the City Manager's Office of the resolution of each formal written complaint no less than seventy-two (72) hours after resolution. Forest Hills understands and expressly agrees that the City Manager or his/her designee shall have the authority to enter on the Lease Premises to inspect and/or investigate any and all complaints made and/or received following eight (8) hours' notice to Forest Hills.

Nothing contained in this subparagraph shall be construed to apply to routine maintenance requests.

- f. Forest Hills shall provide the City Manager's Office with a copy of any and all regulatory notifications and/or complaints received/filed concerning Forest Hills' facilities, residential units, common areas and/or grounds, including, but not limited to, notifications/complaints made to or by the federal or state Occupational Safety and Health Administration, within seventy-two (72) hours of Forest Hills' notification of said regulatory complaints. Forest Hills understands and expressly agrees that the City Manager or his/her designee shall have the authority to enter the Lease Premises to inspect and/or investigate any and all complaints made and/or received following eight (8) hours' notice to Forest Hills.

4. **BUDGET.** Forest Hills Board of Directors ("Board") shall establish a budget for each fiscal year of the project. The budget shall include the projected costs of the Project's operations for the forthcoming fiscal year, and additionally, shall include sufficient reserves for continued operations and capital improvements which are necessary to continue the viability of the Project. The budget shall be preliminarily prepared by Forest Hills Village, Inc., on or before April 1st of each year. Upon adoption, copies of the budget shall be sent to the City Manager's Office for review and acceptance.

5. **ANNUAL LEASE PAYMENTS.** In consideration of this lease, Forest Hills shall pay the City the annual lease payments that are defined in the following schedule. It is

agreed and understood that these annual lease payments constitute the entire consideration that is to be paid to the City for the lease of the Lease Premises.

- a. **Lease Payments**--The annual lease payments shall be adjusted every two (2) years beginning January 1, 2021, calculated by adding a Cost of Living Adjustment ("COLA") amount to the applicable lease payment as of December 31st of each preceding year. The annual lease payments shall be determined by multiplying the lease payment as of December 31st of the proceeding year by the average Consumer Price Index "CPI" for Urban Consumers over the previous two years, as published by the Bureau of Labor Statistics of the United States Department of Labor for the year ending in the two previous Novembers, which will be averaged together to determine applicable CPI. For example (not actual values):

December 2020 Rent	(CPI Y/E Nov 2020 + CPI Y/E Nov 2019)/2	New Lease
	(2.05% + 2.18%)/2	
	2.115%	
\$5,000	(1+.02115) = 1.02115	\$5,106

Provided, however, that in the event that COLA is less than zero, the annual lease shall not be adjusted for COLA but rather the annual lease payment shall remain the same as the preceding year.

- b. **Manner of Payment**--Forest Hills shall pay the annual Lease Payments in twelve (12) equal successive monthly payments on or before the tenth (10th) day of each month of the annual lease term.

6. **MAINTENANCE AND REPAIR.** Forest Hills shall keep and maintain the Lease Premises, and all residential units and common areas located thereon, in a state of good condition and repair; provided, however, that in the event a residential unit is substantially destroyed by fire or other hazard, Forest Hills shall have the right and authority, at its option, to (i) repair or restore the unit, and apply any applicable insurance proceeds arising therefrom to the costs and expenses of the repair or restoration, or (ii) demolish and raze the unit, and retain the insurance proceeds for its operation. The City shall have no obligation to repair or maintain the Lease Premises, or any part thereof, excepting the streets and public utilities that are owned and maintained by the City for the benefit of its residents. All repairs, replacements, maintenance and restoration required of Forest Hills shall be promptly commenced and completed. All repairs and replacements shall be made in a good and workmanlike manner, and shall use materials at least equal in quality to the replaced materials when new.

7. **IMPROVEMENTS.** Forest Hills may make, or cause to be made, on the herein Lease Premises such improvements as may be necessary or appropriate in connection with the carrying on an efficient operation of the Project. All construction, alterations or improvements made to the Lease Premises shall at once become a part of the Lease Premises and become the property of the City.

8. **INSURANCE.** Forest Hills shall maintain, at its cost, fire and casualty insurance coverage on all improvements located upon the Lease Premises, with the City being a

named insured. Forest Hills shall have the right and authority to determine the coverage value for each residential unit as it reasonably determines.

Forest Hills shall also maintain general comprehensive liability coverage covering the Lease Premises, under which the City shall be named a loss payee, stipulating limits of liability of not less than One Million Dollars (\$1,000,000.00) for an accident affecting any one person and not less than One Million Dollars (\$1,000,000.00) for an accident affecting more than one person, and One Million Dollars (\$1,000,000.00) for property damage. Ancillary thereto, Forest Hills shall procure and maintain sufficient comprehensive liability coverage for its vehicles and other property.

Forest Hills shall also ensure that all of its employees are provided adequate and sufficient workers compensation coverage at statutory limits.

Certificates evidencing the herein referenced insurance coverage which Forest Hills shall be responsible for shall be furnished to the City upon demand by the City.

9. **INDEMNIFICATION.** Forest Hills hereby releases and discharges the City from and shall fully protect, indemnify and keep and save this City harmless from any and all costs, charges, expenses, penalties and damages imposed for the violation of any law or regulation of the United States, or the Commonwealth of Kentucky, County of McCracken, or the City of Paducah, incurred by any act or omission of Forest Hills or Forest Hills representatives, assigns, agents, servants, employees, licensees, invitees, tenants and any other person or persons occupying under Forest Hills. Additionally, Forest Hills shall fully protect and fully indemnify and save forever harmless the City from any and all liability, cost, damage and expense, incident to injury (including injury resulting in death) of persons or damages to or destruction of property incident to, arising out of or in any way connected with this Renewal

Lease Agreement and Forest Hills' occupancy and right of management and operation, whether by omission or commission and irrespective of exclusive or nonexclusive rights herein; provided, however, Forest Hills shall not be required to indemnify the City for any liability, cost, damage, or expense that results from any negligent act or omission of the City.

10. **TERMINATION.** Upon the termination of this agreement, however such termination may be brought about, whether by expiration of the terms hereof, or by cancellation, or otherwise, Forest Hills shall quit and surrender the Lease Premises to the City in a reasonable state of condition and repair, excepting any residential unit that was not repaired or restored as provided under Paragraph 6 of this agreement. In addition thereto, Forest Hills shall also surrender all of the property that it acquired during its lease relationship with the City, including but not limited to (i) all of the structures, improvements, betterments, fixtures, appurtenances and other property that it constructed or placed on the Lease Premises, (ii) all of the office furniture, equipment, fixtures, supplies and other property that it acquired for its business operation, (iii) all of the lease agreements that are in effect at the time of termination, and (iv) all of the remaining cash on hand, accounts and investments that were realized from its business operation; subject, however, to Forest Hill's right to retain and expend such funds as needed to wind down its business affairs, and to pay all the outstanding accounts and liabilities that arose from or relate to such affairs. Forest Hills shall execute all necessary bills of sale, applications for certificates of title and other documents that are necessary to effectuate the transfer of possession and ownership of said property.

11. **DEFAULT.** The following shall be "events of default" under this agreement, and the terms "event of default" or "default" shall mean wherever they are used in the agreement any one or more of the following events:

- a. The failure or refusal of Forest Hills to pay or cause to be paid any monthly lease payments within thirty (30) days of when same becomes due or the failure or refusal of Forest Hills to timely pay or cause to be paid any insurance premiums, taxes, costs of repairs or maintenance, or any other charges as herein assumed by Forest Hills.
- b. Failure of Forest Hills to perform any agreement, covenant, condition, obligation and/or undertaking herein contained or to observe or comply with any of the terms, provisions and conditions of this agreement.
- c. The insolvency, assignment for the benefit of creditors, adjudication as a bankrupt or the appointment of a receiver for substantially all of either Forest Hills' property and/or Forest Hills' interest in this agreement.
- d. The issuance of execution against either Forest Hills' interest in this agreement or any legal process which by operation of law would cause Forest Hills' interest in this agreement to pass to any persons other than Forest Hills.
- e. In the event Forest Hills, before the expiration of the term, without the written consent of the City, vacates the Lease Premises or abandons possession thereof, or uses the same for purposes other than the purposes for which the same are hereby let, or ceases to use such Lease Premises for the purposes as herein specified.

In the event of such default, the City shall immediately have the right to terminate this lease agreement, and shall have all rights and remedies as provided in Paragraph 10 herein.

12. **HOLDING OVER.** If Forest Hills shall, with the consent of the City, hold over after the expiration or sooner termination of any term of this lease, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a quarterly basis. During such quarterly tenancy, Forest Hills shall pay to the City twenty-five percent (25%) of the last annual lease payment then in effect for each quarterly tenancy, and shall be bound by all of the provisions of this lease agreement. Such holding over period may be terminated by either party upon the expiration of any quarterly period upon sixty (60) days written notice of intent to so terminate prior to the end of the then applicable quarterly period.

13. **DAMAGE TO LEASE PREMISES.** In the event that the Lease Premises shall be substantially destroyed by fire or the elements, or from any cause whatsoever, either party may elect within sixty (60) days after such destruction to terminate this lease, and if either party shall so elect, by giving to the other a written notice of termination, both parties shall stand released of and from further liability under the terms hereof, except as to terms and provisions of termination as provided in Paragraph 10 herein, which provisions shall fully apply. If the Lease Premises shall thereby only suffer partial destruction to any degree, Forest Hills shall continue on with the project and may cause such partial destruction to be repaired and replaced.

14. **CONDEMNATION.** In the event any governmental condemnation of any part or all of the premises, should the portion of the premises taken in condemnation substantially and adversely affect Forest Hills' operation of the project, either party may at their option terminate this agreement upon sixty (60) days written notice to the other, and thereafter, each party shall stand relieved of their obligations of this lease agreement, except as to the terms and provisions of termination as provided in Paragraph 10 above, which provisions shall fully apply. Should the portion of the premises taken in the condemnation act not substantially and

adversely affect Forest Hills' operation of the project, this agreement shall continue in full force and effect according to the terms and provisions herein. Any compensation paid for the condemnation shall be deemed the property of the City.

15. ENVIRONMENTAL MATTERS. City and Forest Hills agree to the following with respect to environmental matters:

a. City's Representation and Warranties. City represents and warrants to Forest Hills that, to City's knowledge, after due inquiry, (i) no Hazardous Substances, including without limitation, asbestos-containing materials and electrical transformers or ballasts containing PCBs, are present or were installed, exposed, released or discharged in, on or under the Premises at any time during or prior to City's ownership thereof, and no prior owner or occupant of the Premises has used Hazardous Substances, (ii) no storage tanks for gasoline or any other substance are or were located on the Premises at any time during or prior to City's ownership thereof, and (iii) the Premises and the improvements have been used and operated in compliance with all applicable local, state and federal laws, ordinances, rules regulations and orders, and City has all permits and authorizations required for the user and operation of the Premises. The City shall indemnify Forest Hills and save it harmless from any liability, cost, damage, or expense that relates to or arises from any Hazardous Substance that was located on or contained within any part of the Lease Premises prior to the commencement of the parties' lease relationship.

b. Covenants. Forest Hills shall at all times comply with applicable local, state and federal laws, ordinances and regulations relating to Hazardous Substances. Forest Hills shall at its own expense maintain in effect any permits, licenses or other governmental approvals, if any, required for Forest Hills' use of the Premises. Forest Hills shall make all disclosures

required of Forest Hills by any such laws, ordinances and regulations, and shall comply with all orders, with respect to Forest Hills use of the Premises, issued by any governmental authority having jurisdiction over the Premises, and take all action required of such governmental authorities to bring Forest Hills' activities on the Premises into compliance with all laws, rules, regulations and ordinances relating to Hazardous Substances and affecting the Premises. City shall make all disclosures required of City by any such laws, ordinances and regulations, and shall comply with all orders issued by any governmental authority having jurisdiction over the Premises and take all action required of such governmental authorities to bring the Premises into compliance with all laws, rules, regulations and ordinances relating to Hazardous Substances and affecting the Premises.

c. Hazardous Substances. As used in this Lease, the term "Hazardous Substances" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302); Hazardous Chemicals as defined in the OSHA Hazard Communication Standard; Hazardous Substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et. seq.; Hazardous Substances as defined in the Toxic Substances Control Act, 15 U.S.C. Section 2601-2671; and amendments to all such laws and regulations thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law.

15. MISCELLANEOUS PROVISIONS. The following miscellaneous provisions shall apply and be deemed binding upon the parties hereto:

- a. Notices. All notices to be sent hereunder shall be sent to the following addresses:

Lessor:

City of Paducah
Attention: City Manager
City Hall
Paducah, KY 42001

Lessee:

Forest Hills Village, Inc.
Attention: General Manager
P. O. Box 7056
Paducah, KY 42002-7056

- b. Inspection of the Premises. The City, or the City's duly appointed employees or agents, shall have the right to enter the Lease Premises upon reasonable notice and at reasonable times to examine and inspect the premises for purposes of ensuring Forest Hills' compliance with the terms and provisions of this agreement.
- c. Inspection of Forest Hills' Books and Accountings. The City, or the City's appointed employees or agents, shall have the right to come upon the premises upon reasonable notice and at reasonable times to examine and inspect the books and accountings of Forest Hills.
- d. Taxes. Forest Hills shall be responsible for and shall promptly pay state and county ad valorem taxes, if any, legally due and payable against the Lease Premises, and for the improvements and facilities erected or installed

upon said Lease Premises, and all other taxes which may be due and owing arising out of its operation of the Lease Premises.

- e. Compliance with Laws. Forest Hills shall at all times fully and promptly comply with all laws, ordinances and regulations of every legal authority having jurisdiction of the premises.
- f. Quiet Possession. The City covenants that during the entire term of this agreement, and for so long as Forest Hills shall make timely payment of rentals due hereunder and shall perform all covenants on its part to be performed, Forest Hills shall and may peacefully and quietly have, hold and enjoy the Lease Premises.
- g. Entire Agreement. This agreement embodies the entire agreement between the parties with respect to the leasing and use of the premises. There are no representations, terms, conditions, covenants or agreements between the parties relating thereto which are not contained herein. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties pertaining to the leasing of the Lease Premises.
- h. Captions. Captions contained hereunder are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation of this agreement.
- i. Severability. In the event any provisions of this agreement shall be deemed null and void or unenforceable by any court of competent jurisdiction, such

holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

- j. Assignment. This agreement may not be assigned by Forest Hills without the express written consent of the City.
- k. Successors and Assigns. The covenants, terms, conditions and obligations set forth and contained in this agreement shall be binding upon and inure to the benefit of the City and Forest Hills and their respective heirs, successors and assigns.
- l. Effective Date. The effective date of this Agreement shall be January 1, 2021; provided, however, that this agreement shall be fully binding upon the parties from and after the date of execution.

CITY OF PADUCAH, KENTUCKY

By _____
Brandi Harless, Mayor

FOREST HILLS VILLAGE, INC.

By Bruce Oestrich
_____, President

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

Subscribed, sworn to and acknowledged before me this ____ day of _____, 2020, by Brandi Harless, Mayor of the City of Paducah, Kentucky, on behalf of said City.

My commission expires _____.

NOTARY PUBLIC, STATE AT LARGE

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

Subscribed, sworn to and acknowledged before me this 16th day of September, 2020, by Brad Porterburn, President of Forest Hills Village, Inc., on behalf of said project.

My commission expires 09/21/2022.



Kayla Dunn
NOTARY PUBLIC, STATE AT LARGE

This instrument prepared by:

KEULER, KELLY, HUTCHINS, BLANKENSHIP & SIGLER, LLP
100 SOUTH 4TH STREET
SUITE 400
PADUCAH, KY 42001

ORDINANCE NO. 2020-____ - _____

AN ORDINANCE APPROVING A RENEWAL LEASE AGREEMENT
WITH FOREST HILLS VILLAGE, INC, AND AUTHORIZING THE MAYOR TO
EXECUTE SAID LEASE

WHEREAS, the City of Paducah currently leases its real estate
development to Forest Hills Village, Inc., for specified annual rental amounts; and

WHEREAS, the existing lease agreement will expire on December 31,
2020; and

WHEREAS, the parties desire to continue their lease relationship in
accordance with the terms and provisions of a Renewal Lease Agreement.

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

SECTION 1. That the City of Paducah, Kentucky, hereby approves the
Renewal Lease Agreement with Forest Hills Village, In., which shall have the following
terms:

- A. The term of the renewal lease shall be for ten (10) years, which shall commence January 1, 2021, and terminate on the 31st day of December, 2030.
- B. The annual lease payments shall be determined by multiplying the lease payment as of December 31st of the preceding year by the average Consumer Price Index “CPI” for Urban Consumers over the previous two years, as published by the Bureau of Labor Statistics of the United States Department of Labor for the year ending in the two previous Novembers, which will be averaged together to determine applicable CPI. Provided, however, that in the event that COLA is less than zero, the annual lease shall not be adjusted for COLA, but rather the annual lease payment shall remain the same as the preceding year.
- C. Forest Hills Village, Inc. shall pay the annual Lease Payments in twelve (12) equal successive monthly payments on or before the tenth (10th) of each month of the annual lease term.

D. Such other customary terms and conditions as may be approved by the Corporation Counsel for the City of Paducah.

SECTION 2. The Mayor of the City is hereby authorized to execute the renewal lease agreement approved in Section 1 above.

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, October 13, 2020

Adopted by the Board of Commissioners, _____, 2020

Recorded by Tammara S. Brock, City Clerk, _____, 2020

Published by The Paducah Sun, _____, 2020

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