



**CITY COMMISSION MEETING
AGENDA FOR JUNE 22, 2021
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for June 8, 2021
	B.	Receive & File Documents
	C.	Reappointment of Vickie Brantley and Appointment of Mary "Mag" Wells-Vallejo to the Paducah-McCracken County Senior Citizens, Inc.
	D.	Reappointment of William Cox, Mark Davis and Bryan Carner to the Paducah Area Transit System
	E.	Personnel Actions
	F.	Approve the Pay and Position Schedule for all City personnel - S SUAZO
	G.	Approve the Job Grade Schedule for non-union City positions - S SUAZO
	H.	Acceptance of a 2020 CDBG Coronavirus Grant in the amount of \$200,000 on behalf of Four Rivers Behavioral Health CenterPoint Recovery Center - T WILSON

		I.	Application for a 2021 CDBG Grant in the amount of \$200,000 for the Four Rivers Behavioral Health CenterPoint Recovery Center - T WILSON
	II.	<u>RESOLUTION(S)</u>	
		A.	Resolution Declaring Intent of Reimbursement for Capital Expenditures from the Proceeds of Tax-Exempt Obligations - M SMOLEN
	III.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Authorize Payment to Clean Earth, Inc. for Household Hazardous & Electronic Waste Collected during 2021 Clean-Up Day - C YARBER
		B.	Authorize City Manager to Enact Temporary Downtown Street Closures to Allow for Outside Dining - N HUTCHISON
	IV.	<u>ORDINANCE(S) - ADOPTION</u>	
		A. Approve Second Amendment to Lease Agreement with Cremation Society of Paducah, LLC - M SMOLEN	
		B. Approve an FY21 Budget Amendment in an amount of \$2.9 million to be used as match funds for the US Army Corps of Engineers Floodwall Project - J PERKINS	
		C. Approve the Fiscal Year 2022 Budget - J PERKINS	
	V.	<u>DISCUSSION</u>	
		A.	Remote Workers Incentive Program - K BYERS
		B.	Robert Cherry Civic Center - MAYOR BRAY
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience

	VII.	<u>EXECUTIVE SESSION</u>
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June 8, 2021

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, June 8, 2021, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

INVOCATION:

Commissioner Henderson led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

EMPLOYEE INTRODUCTION

Human Resources Manager, Stefanie Suazo introduced Risk & Safety Manager Braden Throgmorton.

PRESENTATION

Communications Manager Pam Spencer provided the following summary:

Joint Sewer Agency Update

“Paducah-McCracken County Joint Sewer Agency (JSA) Executive Director John Hodges gave an update on JSA’s current projects and the upcoming rate adjustment based on the Consumer Price Index for Utilities. For more JSA information, visit <https://www.jointsewer.com/>.”

MAYOR’S REMARKS

Mayor Bray gave a brief update on City Manager search. He also talked about ongoing conversations with Strand Associates potential Stormwater projects.

CONSENT AGENDA

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

I(A)	Approve Minutes for May 25 and June 1, 2021, Paducah Board of Commissioners Meetings
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June 8, 2021

I(B)	Receive and File Documents: <u>Minute File:</u> 1. Notice of Regular Meeting of the Board of Commissioners – May 25, 2021 2. Notice of Special Called Meeting of the Board of Commissioners June 1, 2021 3. American Rescue Plan – Budget Certification – signed by Mayor <u>Deed File:</u> 1. Special Warranty Deed of Conveyance – Regions Bank to City of Paducah – 414 (514) Marton Street (MO #2447) <u>Contract File:</u> 1. Agreement between City of Paducah and Richard Grimsley – Payment of costs of foreclosure – property at Davis & Birch Street – CM Signed 2. Contract For Services – City of Paducah – Paducah Junior College – Community Scholarship Program – (MO #2460) <u>Financials File:</u> 1. Paducah Water Works – Month Ended April 30, 2021
I(C)	Personnel Actions

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

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

MUNICIPAL ORDERS

ADDENDUM NO. 1 – CITY MANAGER EMPLOYMENT AGREEMENT

Commissioner Guess offered Motion, seconded by Commission Gault, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER APPROVING ADDENDUM NO. 1 TO THE AGREEMENT FOR EMPLOYMENT AS PADUCAH CITY MANAGER WITH JAMES W. ARNDT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME.”

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (**MO #2463; BK 12**)

June 8, 2021

ZETRON FIRE STATION PURCHASE

Commissioner Henderson offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF A ZETRON FIRE STATION ALERTING SYSTEM FOR E911 FROM JACKSON PURCHASE 2-WAY RADIO, INC., IN THE AMOUNT OF \$72,263 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME."

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (MO #2464; BK 12)

ORDINANCE ADOPTION

AMEND 70-5 – RECREATIONAL AREAS

Commissioner Wilson offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 70 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH." This ordinance is summarized as follows: The City of Paducah amends Chapter 70-5(6) to allow for unleashed dogs in city parks designated as dog parks. All other sections not changed herein remain in full force and effect.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (ORD 2021-06-8689; BK 36)

ORDINANCE INTRODUCTIONS

SECOND AMENDMENT – LEASE AGREEMENT – CREMATION SOCIETY OF PADUCAH, LLC

Commissioner Gault offered Motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO LEASE AGREEMENT WITH CREMATION SOCIETY OF PADUCAH, LLC." This Ordinance is summarized as follows: This ordinance approves the Second Amendment to Lease Agreement between the City of Paducah, Kentucky and Cremation Society of Paducah, LLC to allow the Cremation Society of Paducah, LLC to operate as a crematory, visitation and ceremonial funeral service establishment, and cremation garden.

FY21 BUDGET AMENDMENT IN THE AMOUNT OF \$2.9 MILLION – MATCH FUNDS - US ARMY CORPS OF ENGINEERS FLOODWALL PROJECT

Commissioner Guess offered Motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AMENDING ORDINANCE NO. 2020-6-8641, ENTITLED, "AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2020, THROUGH JUNE 30, 2021, BY ESTIMATING REVENUES AND RESOURCES AND

June 8, 2021

APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2020, and ending June 30, 2021, as adopted by Ordinance No. 2020-6-8641, be amended by the following re-appropriations: Transfer \$2,900,000 from the FY2021 General Fund Reserve to the Floodwall Cash Match (FW0016) Project Account.

APPROVE FY 2022 BUDGET

Commissioner Henderson offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2021, THROUGH JUNE 30, 2022, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: Adopting the City of Paducah annual budget for Fiscal Year July 1, 2021, through June 30, 2022, by estimating revenues and resources and appropriating funds for the operation of City Government at \$72,124,075, and summarized by fund as follows:

<u>FUNDS</u>	<u>APPROPRIATIONS</u>
GENERAL	\$ 40,383,175
MAP	1,402,000
INVESTMENT	5,274,565
CDBG	600,000
E911	2,459,800
COURT AWARDS	90,800
ROOM TAX	1,000,000
DEBT	3,640,640
CIP	1,435,000
BOND FUND	0
SOLID WASTE	6,463,355
SECTION 8	0
TRANSIENT BOAT DOCK	104,715
CIVIC CENTER	28,050
RENTAL	132,210
RADIO DEPR	512,200
FLEET MAINTENANCE	619,370
FLEET LEASE TRUST	1,865,895
INSURANCE	1,401,875
HEALTH INSURANCE	3,609,600
AEPF	13,700
PFPF	1,011,805
OTHER TRUSTS	<u>75,320</u>
	<u>\$ 72,124,075</u>

June 8, 2021

DISCUSSION

Communications Manager Pam Spencer provided the following summary:

Discussion of McCracken County Sports Complex and 911 Radio and Tower Project

“Mayor George Bray and the Commissioners discussed two of their priorities: the McCracken County outdoor sports complex and the 911 radio and tower project. The Board made several points:

- The Board is working with the McCracken County Fiscal Court on developing partnerships for both projects.
- The 911 project is a public safety priority due to the fact that the radio infrastructure is at its end-of-life.
- At this time, the Board is waiting on the updated report from Federal Engineering that will outline the projected costs, options, and needs for the 911 radio and tower infrastructure project.
- In addition to the capital needs for the 911 radio and tower infrastructure, there are operational funding needs. At one time, the user fee on landline phones was able to significantly fund the operations. However, with the decline of landline phones, the City and County each are providing operational funding with the City providing approximately \$800,000 this fiscal year.
- The Board is in favor of a path forward with the County to address both projects.”

COMMENTS

FY2022 Budget Preparation

- City Manager thanked the Leadership Team and the Finance Team for the hard work on the budget.
- Mayor Bray thanked City Manager Arndt for his leadership during the budget preparation

Entertainment Destination Center – Commissioner Wilson inquired about the status of the EDC. Katie Axt reports that the cups are on their way. It has been approved by the State, agreements have been signed with the participants, once the cups arrive the program is ready to begin.

Rise & Shine – Commissioner Henderson commended City Staff on their Southside Rise & Shine events. Walter Jetton Neighborhood is this week’s concentration area.

ADJOURN

Commissioner Gault offered motion, seconded by Commissioner Wilson, to adjourn the meeting of the Paducah Board of Commissioners.

June 8, 2021

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray
(5)

TIME ADJOURNED: 6:02 p.m.

ADOPTED: June 22, 2021

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

June 22, 2021

RECEIVE AND FILE DOCUMENTS:

Deed File:

1. Deed of Conveyance – City of Paducah to Maria Angelique Korte – 2028 Clay Street – **MO #2427**

Contract File:

1. Legal Binding Agreement and Commonwealth of Kentucky Contract – Community Block Grant Program – Paducah Center Point and Four Rivers Behavioral Health, LLC. – **MO #2377**
2. Emergency Solutions Grant (ESG-CV) for Emergency Shelter in the amount of \$31,500 through the Kentucky Housing Corporation – **MO #2452**
3. Addendum to Agreement For Employment – City Manager James Arndt – **MO #2463**
4. Entertainment Destination Center Agreements: **ORD 2021-04-8685**
 - Tribeca Inc. (d/b/a 1857 Hotel)
 - Barrel and Bond, LLC
 - Broussard's Cajun Cuisine
 - The Bully Gorilla
 - Cynthia's
 - Foxbriar Bar
 - The Freight House
 - The Johnson Bar
 - Max's Brick Oven Café
 - The Old-Fashioned Cigar Bar
 - Over/Under
 - Paducah Axe
 - Paducah Beer Werks

CITY OF PADUCAH
June 22, 2021

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

6/17/2021

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
June 22, 2021**

NEW HIRES - FULL-TIME (F/T)

<u>ENGINEERING</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Guebert, Gregory	Assistant City Engineer	\$41.89/hr	NCS	Ex	June 17, 2021

*Note: Greg will start with 3 paid days of vacation available for use immediately, waiving the 6 month waiting period.

NEW HIRES - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Gaines, Elijah	Pool Attendant	\$9.50/hr	NCS	Non-Ex	June 4, 2021
Katz, Andrew	Recreation Leader	\$9.50/hr	NCS	Non-Ex	June 4, 2021
Meyer, Lilian	Recreation Leader	\$9.50/hr	NCS	Non-Ex	June 4, 2021
Romero, Gloria	Recreation Leader	\$9.50/hr	NCS	Non-Ex	June 4, 2021
Baird, Kolbie	Recreation Leader	\$9.50/hr	NCS	Non-Ex	June 4, 2021
Beard, Justice	Lifeguard	\$10.00/hr	NCS	Non-Ex	June 4, 2021
O'Donley, Gavin	Lifeguard	\$10.00/hr	NCS	Non-Ex	June 4, 2021
Pugh, Chesleigh	Lifeguard	\$10.00/hr	NCS	Non-Ex	June 4, 2021
Williams, Mason	Parks Maintenance Laborer	\$11.00/hr	NCS	Non-Ex	June 4, 2021

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

<u>ADMINISTRATION</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>
Shaw, Emma	Business Systems Analyst \$30.29/hr	Enterprise Resource Planning Manager \$34.15/hr	NCS	Ex	July 1, 2021

<u>CUSTOMER EXPERIENCE</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>
Sherwood, Alexandra C.	Customer Experience Representative \$18.41/hr	Senior Customer Experience Representative \$20.76/hr	NCS	Ex	July 1, 2021

TERMINATIONS - FULL-TIME (F/T)

<u>E911</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Collins, Ashleigh	Telecommunicator	Resignation	June 25, 2021

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Edwards, Kelsey B.	Recreation Specialist	Resignation	June 29, 2021

TERMINATIONS - PART-TIME (P/T)

<u>ENGINEERING</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Gott, Michael M.	Temp - Pump Operator	Resignation	June 7, 2021

Agenda Action Form

Paducah City Commission

Meeting Date: June 22, 2021

Short Title: Approve the Pay and Position Schedule for all City personnel - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Stefanie Suazo

Background Information: Approve the Pay and Position Schedule for all City personnel to include the budgeted 2.5% cost of living adjustment per negotiated terms of labor contracts with AFSCME, Police, and Fire; as well as all other City employees. The Pay and Position Schedule also includes new positions filled, new vacancies, and other positions that are red lighted for the next few months.

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

If yes, please list the Commission Priority:

Communications Plan: To promote the City's efforts to recruit and retain the best employees.

Funds Available: Account Name:
Account Number:

Staff Recommendation: To approve the Pay and Position Schedule with all changes.

Attachments:

1. Position and Pay Schedule FY2021-2022 6-22-2021
2. Pay and Position Schedule 7 1 2021

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING THE FY2021-2022 POSITION AND PAY
SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City of Paducah desires to implement a 2.5% cost of living
adjustment (COLA) for non-union employees, AFSCME members, and Police and Fire Union
employees; and

WHEREAS, these adjustments shall be effective for the biweekly pay period
beginning July 1, 2021, paid on July 23, 2021; and

WHEREAS, changes are included in the position and pay schedule for FY2021-2022
to reflect the correct, current number of vacant and filled positions, the correct department titles, and
to add and remove specific positions; and

WHEREAS, in order to implement the changes it is necessary to adopt the FY2021-
2022 Position and Pay Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves and adopts the FY2021-
2022 Position and Pay Schedule for the employees of the City of Paducah as attached hereto.

SECTION 2. That the FY2021-2022 Position and Pay Schedule wage adjustments
approved in Section 1 above shall become effective for the biweekly pay period beginning July1,
2021, and paid on July 23, 2021.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 22, 2021
Recorded by Lindsay Parish, City Clerk, June 22, 2021
mo/Position and Pay Schedule FY2021-2022 6-22-2021
excel/Position & Pay Schedule 6-22-2021

Section A.					PREV.			
ADMINISTRATION					FY 21			
AUTHORIZED POSITIONS					FY 22			
					HOURLY			
					WAGE			
					ADJ.			
					HOURS			
					EXEMPT			
					PAY			
POSITIONS	BUDGET	FILLED	VACANT		ADJ.	ADJ.	WORK	NON-EXEMPT GRADE
	TOTAL	NON-CS	RCSS/CS		RATE	RATE		
City Manager	1	1			<u>76.79</u>	74.92	40	E 18
Assistant City Manager	1	1			<u>50.00</u>	48.78	40	E 17
Assistant to the City Manager							40	E
Grants Administrator	1	1			<u>22.30</u>	21.76	40	E 10
Enterprise Resource Planning Manager	<u>1</u>	<u>1</u>			<u>34.15</u>	33.32	40	E 13
Business Systems Analyst	1			<u>1</u>	<u>0.00</u>	0.00	40	E 11
Senior Administrative Assistant	1	1			<u>20.57</u>	20.07	40	NE 9
Communications Manager	1	1			<u>38.47</u>	37.53	40	E 13
Total Budgeted/Filled for Department					7	6	0	1

Note: Moved Grants Administrator position from Finance to Administration

Section B.					PREV			
CITY CLERK / CUSTOMER EXPERIENCE DEPT.					FY 21			
AUTHORIZED POSITIONS					FY 22			
					HOURLY			
					WAGE			
					ADJ.			
					HOURS			
					EXEMPT			
					PAY			
POSITIONS	BUDGET	FILLED	VACANT		ADJ.	ADJ.	WORK	NON-EXEMPT GRADE
	TOTAL	NON-CS	RCSS/CS		RATE	RATE		
City Clerk / Customer Experience Director	1	1			<u>40.58</u>	39.59	40	E 15
Assistant City Clerk	1	1			<u>24.74</u>	24.14	40	NE 10
Senior Customer Experience Representative	<u>1</u>	<u>1</u>			<u>20.76</u>	20.25	40	E 9
Customer Experience Representatives	3 2	1			<u>20.43</u>	19.93	40	NE 7
		4			<u>18.41</u>	17.87	40	NE 7
		1			<u>18.69</u>	18.23	40	NE 7
Total Budgeted/Filled for Department					5	5	0	0

Section C.					PREV			
FINANCE DEPARTMENT					FY 21			
AUTHORIZED POSITIONS					FY 22			
					HOURLY			
					WAGE			
					ADJ.			
					HOURS			
					EXEMPT			
					PAY			
POSITIONS	BUDGET	FILLED	VACANT		ADJ.	ADJ.	WORK	NON-EXEMPT GRADE
	TOTAL	NON-CS	RCSS/CS		RATE	RATE		
Administration								
Director of Finance	1	1			<u>72.44</u>	70.67	40	E 17
Senior Administrative Assistant	1			1*			40	NE 9
Accounting/Payroll								
Controller	1	1			<u>46.37</u>	45.24	40	E 15
Senior Accountant	1	1			<u>28.50</u>	27.80	40	E 12
Accountant	2	1			<u>22.70</u>	22.15	40	E 10
		1			<u>22.07</u>	21.53	40	E 10
Revenue								
Revenue Manager	1	1			<u>38.94</u>	37.99	40	E 14
Account Clerk							40	NE
							40	NE
Revenue Tech.	3	1			<u>18.84</u>	18.38	40	NE 8
		1			<u>18.29</u>	17.84	40	NE 8
		4		<u>1</u>	<u>0.00</u>	0.00	40	NE 8
Revenue Auditor	1	1			<u>25.22</u>	24.60	40	E 11
Total Budgeted/Filled for Department					11	10	0	1

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

* Position Red Light 2021

Note: RCSS - Individuals Retain Civil Service Status

Section D.					PREV			
INFORMATION TECHNOLOGY					FY 21			
AUTHORIZED POSITIONS					FY 22			

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			<u>43.73</u>	42.66	40	E	15
Network Administrator	2	1		1	37.55	36.63	40	E	11
		<u>1</u>			24.09	23.50			
Help Desk Technician	1	1			22.91	22.35	40	NE	8
IT Specialist-I							40	NE	
GIS Specialist	1	1			30.85	30.10	40	E	11
GIS/Manager							40	E	
Total Budgeted/Filled for Department	5	5	0						

Section E.

PLANNING DEPARTMENT		AUTHORIZED POSITIONS			FY 22	PREV 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	<u>1</u>		1	<u>43.12</u>	42.07	40	E	16
Principal Planner	1	1			35.97	35.09	40	E	12
Senior Administrative Assistant	1	1			24.41	23.81	40	NE	9
Business Development Specialist	1	1			26.41	25.77	40	E	10
Administrative Assistant							40	NE	7
Senior Planner	2 <u>1</u>	1		1*	27.71	27.03	40	E	11
Planner	1 <u>2</u>	1		<u>1</u> *	22.29	21.75	40	E	10
Housing Coordinator	1	1		<u>1</u>	28.47	28.47	40	E	N
Total Budgeted/Filled for Department	7	6	0	1					

* Position Red Light 2021

Section F.

POLICE DEPARTMENT		AUTHORIZED POSITIONS			FY 22	PREV 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			<u>54.89</u>	53.55	40	E	17
Police Assistant Chief	2	2			<u>43.64</u>	42.58	40	E	15
Captains	6			1			40	E	14
		2			<u>39.80</u>	38.83			
		1			<u>39.62</u>	38.65			
		1			<u>38.86</u>	37.91			
		1			<u>38.65</u>	37.71			
Sergeants	9						40	NE	
5 years		3			30.39	29.65			
10 years		4			31.91	31.13			
15 years		2			33.51	32.69			
20 years					35.18	34.32			
25+ years					36.94	36.04			
Police Officer	60 <u>63</u> ***			27			40	NE	
Police Officer - Recruit					24.14	23.55			
1 year		14			24.14	23.55			
3 years		12			25.40	24.78			
5 years		8			26.67	26.02			
10 years		8			28.01	27.32			
15 years		8			29.41	28.69			
20 years		6			30.88	30.13			
25 years					32.42	31.63			

Senior Administrative Assistant	1	1		<u>27.55</u>	26.88	40	NE	9
Administrative Assistant						40	NE	7
Crime Analyst						40	E	10
Crime Analyst II	1		1			40	E	11
Records Division Manager	1	1		<u>22.14</u>	21.60	40	E	9
Senior Records Clerk	1	1		<u>20.15</u>	19.66	40	NE	8
Records Clerk	3	1		<u>19.89</u>	19.40	40	NE	7
		1		<u>16.93</u>	16.52			
		1		<u>16.77</u>	16.36			
Senior Evidence Technician	1	1		<u>18.90</u>	18.44	40	NE	8
Evidence Technician	1	1		<u>17.04</u>	16.62	40	NE	7
Total Budgeted/Filled for Department	90	81	0	9				

* Position Red Light 2021

POLICE DEPARTMENT CON'T		AUTHORIZED POSITIONS			FY 22	PREV FY 21			
		BUDGET	FILLED	VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	EXEMPT	PAY
POSITIONS		TOTAL	NON-CS	RCSS/CS	RATE	RATE	WORK	NON-EXEMPT	GRADE
<u>911 Communications Services</u>									
911 Communications Services Manager	1	1			<u>40.53</u>	39.54	40	E	13
Assistant 911 Communications Services Manager	1			1*			40	E	
Terminal Agency Coordinator	1	1			23.82	23.24	36/48	NE	
911 System Administrator	1	1			<u>25.49</u>	24.87	40	E	10
Shift Supervirsor	4	1		1	<u>26.76</u>	26.11	36/48	NE	10
			1		<u>26.29</u>	25.65	36/48	NE	10
			1		24.28	23.69	36/48	NE	10
Telecommunicator	14			<u>1</u>			36/48	NE	8
			1		24.29	23.70	36/48	NE	8
			2		<u>23.82</u>	23.24	36/48	NE	8
			1		<u>22.90</u>	22.34	36/48	NE	8
			1		22.69	22.14	36/48	NE	8
			1		22.63	22.08	36/48	NE	8
			1		21.37	20.85	36/48	NE	8
			1		20.62	20.12	36/48	NE	8
			1		20.03	19.54	36/48	NE	8
			1		19.07	18.60	36/48	NE	8
			2		17.93	17.49	36/48	NE	8
			1		17.49	17.06	36/48	NE	8
Senior Administrative Assistant	1	1			24.71	24.11	40	NE	9
E911 Data Entry Clerk							40	NE	

* Position Red Light 2021

* \$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.

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

****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

**** A supervisor position is filled

Total Budgeted/Filled for Department	23	20	0	3				
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Section G.

FIRE DEPARTMENT		AUTHORIZED POSITIONS			FY 22	PREV FY 21			
		BUDGET	FILLED	VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	EXEMPT	PAY
POSITIONS		TOTAL	NON-CS	RCSS/CS	RATE	RATE	WORK	NONEXEMPT	GRADE
<u>Administrative Division</u>									
Fire Chief	1	1			<u>58.96</u>	57.52	40	E	17

Deputy Fire Chief - Fire Prevention	1	1		<u>46.13</u>	45.00	40	E	15
Deputy Fire Chief - Operations	1	1		<u>43.89</u>	42.82	40	E	15
Training Division								
Battalion Chief/ Training Officer	1	1		<u>40.70</u>	39.71	40	E	13
Fire Prevention Division								
Battalion Chief/ Fire Marshal							E	
Deputy Fire Marshal	2	<u>2</u>	4	<u>30.81</u>	30.06		<u>NE</u>	12
				<u>27.21</u>	<u>26.55</u>			
Senior Administrative Assistant	1	1		<u>23.35</u>	22.78		NE	9
Code Enforcement Officer	3	1	1	<u>23.63</u>	23.05	40	NE	8
		1		<u>22.20</u>	21.66			
Permit Technician	1	1		18.61	18.16	40	NE	7
Permit Specialist						40	NE	
Chief Building Inspector	1	1		<u>34.67</u>	33.82	40	NE	12
Deputy Building Inspector	1	1		25.91	25.28	40	NE	10
Chief Electrical Inspector	1	1		<u>30.24</u>	29.50	40	NE	11
Deputy Electrical Inspector	1	4	<u>1*</u>	<u>0.00</u>	0.00	40	NE	10
Suppression Division								
Fire Assistant Chief	3	1		<u>29.57</u>	28.85	40	E	14
		1		<u>29.43</u>	28.71			
		1		<u>28.57</u>	27.87			
Captains	15						NE	
<10 years				20.12	19.63			
10 years		1		20.62	20.12			
15 years		9		21.14	20.62			
20 years		3		21.67	21.14			
25 years				22.21	21.67			
Lieutenants	15						NE	
<10 years		<u>4</u>		18.29	17.85			
10 years		<u>5</u>		18.75	18.29			
15 years				19.22	18.75			
20 years		<u>2</u>		19.70	19.22			
25 years				20.19	19.70			
Firefighter	29		<u>5+2**</u>				NE	E
Firefighter (Appointee)				13.90	13.56			
6 months		4		14.99	14.63			
1 year		<u>15</u>		15.37	14.99			
3 years		2		15.75	15.37			
5 years				16.15	15.75			
10 years				16.55	16.15			
15 years				16.96	16.55			
Firefighter (Relief Driver)							NE	F
COLA + \$0.39 + \$0.10								
2 years		<u>3</u>		16.20	15.81			
3 years		<u>1</u>		16.61	16.20			
5 years		<u>8</u>		17.02	16.61			
10 years		<u>1</u>		17.45	17.04			
15 years				17.88	17.45			

Total Budgeted/Filled for Department	77	70	0	7
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* Position Red Light 2021

** Position Frozen 2009

Note: Executive Assistant I moved to Prevention from Administration

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

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

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

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

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

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

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

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

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

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

Note: RCSS - Individuals Retain Civil Service Status

Section H.			AUTHORIZED POSITIONS			FY 22	PREV FY 21			
						HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS	EXEMPT	PAY
ENGINEERING POSITIONS	BUDGET TOTAL	FILLED NON-CS RCSS/CS	VACANT			RATE	RATE	WORK	NONEXEMPT	GRADE
City Engineer	1	1				<u>67.80</u>	66.15	40	E	17
Assistant City Engineer	1		1					40	E	14
Engineer Project Manager	1	1				<u>32.21</u>	31.42	40	E	13
Engineering Technician	1	1				<u>25.38</u>	24.76	40	E	11
Engineering Tech III	1	1				<u>37.34</u>	36.43	40	E	13
Senior Administrative Assistant	1	1				<u>21.88</u>	21.35	40	NE	9
Floodwall Division										
EPW Floodwall Superintendent	1	1				<u>33.23</u>	32.42	40	E	13
Floodwall Operator	4							40	NE	
80%						17.80	16.43		NE	
85%						18.91	17.45		NE	
90%						20.03	18.48		NE	
95%						21.14	19.51		NE	
100%		2	2			22.25	20.53		NE	
Total Budgeted/Filled for Department			11	8	2	1				

* Position Red Light 2021

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

Note: RCSS - Individuals Retain Civil Service Status

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

Section I.		AUTHORIZED POSITIONS			FY 22	FY 21			
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.			
PUBLIC WORKS DEPT. POSITIONS	BUDGET TOTAL	FILLED NON-CS RCSS/CS	VACANT		RATE	RATE	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
Public Works Director	1	1			50.16	48.94	40	E	16
Assistant Public Works Director	1		1		0.00	0.00	40	E	14
Administrative Assistant	1	1			18.12	17.68	40	NE	7
Street Division									
Street Superintendent	1	1			30.75	30.00	40	E	13
Street Supervisor	2	1		1*	24.88	24.27	40	E	11
Landscape Supervisor	1	1			29.86	29.13	40	E	11
Equipment Operator	3							NE	
80%					17.98	16.29			
85%					19.11	17.31			
90%					20.23	18.32			
95%					21.36	19.34			
100%		3			22.48	20.36			
Concrete Finisher	2			4 2*				NE	
80%					17.20	16.29			
85%					18.28	17.31			
90%					19.35	18.32			
95%					20.43	19.34			
100%		4			21.50	20.36			
Right-Of-Way Maintenance Person	13			3 2				NE	
80%					16.64	15.39			
85%					17.68	16.35			
90%					18.72	17.31			
95%		1			19.76	18.28			

CITY OF PADUCAH		FY 2022 POSITION AND PAY SCHEDULE				June 22, 2021		
	100%		8 10		20.80	19.24		
Laborer	2			1			NE	
80%					15.50	14.33		
85%					16.46	15.22		
90%					17.43	16.12		
95%					18.40	17.02		
100%			1		19.37	17.91		
Maintenance Division								
Fleet / Maintenance Superintendent	1	1			39.32	38.36	40	E 13
Maintenance Supervisor	1	1			28.09	27.40		E 11
Laborer <u>Janitor / Collector</u>	4			4				NE
80%			<u>2</u>		15.13	14.33		
85%					16.07	15.22		
90%					17.02	16.12		
95%					17.97	17.02		
100%			1	1	18.91	17.91		
Traffic Technician	1							NE
80%					17.33	16.42		
85%					18.41	17.44		
90%					19.49	18.47		
95%					20.58	19.50		
100%			1		21.66	20.52		
Master Electrician	1			1*	0.00	0.00		NE 10
Maintenance Technician	5			<u>1</u> + 1*				NE
80%					17.33	16.42		
85%					18.41	17.44		
90%			4		19.49	18.47		
95%					20.58	19.50		
100%			2	1	21.66	20.52		
Fleet Maintenance Division								
Fleet Supervisor	1	1			26.84	26.19	40	E 11
Senior Administrative Assistant	1	1			19.85	19.37	40	NE 7
Fleet Mechanic I								NE 8
Fleet Mechanic II	4							NE 9
			1		20.50	20.00		
			1		23.37	22.80		
			1		24.14	23.55		
			1		24.91	24.30		
Solid Waste Division								
Solid Waste Supervisor	2	1			26.47	25.82	40	E 11
		1			25.68	25.05		
Compost Operations Supervisor	1	4		1	0.00	0.00	40	E 10
Administrative Assistant	1	1			18.12	17.68	40	NE 7
Laborer	3			<u>1*</u>				NE
80%					15.50	14.33		
85%					16.46	15.22		
90%					17.43	16.12		
95%					18.40	17.02		
100%			1	1	19.37	17.91		
Truck Driver	15			<u>2</u>				NE
80%					17.00	15.55		
85%					18.06	16.37		
90%					19.13	17.23		
95%					20.19	18.14		
100%			<u>12</u>	1	21.25	19.09		
Right-Of-Way Maintenance Person	0							NE
80%					16.64	15.39		
85%					17.68	16.35		
90%					18.72	17.31		
95%					19.76	18.28		

100%			20.80	19.24	
Compost Equipment Operator	2				NE
80%			17.98	16.65	
85%			19.11	17.70	
90%			20.23	18.74	
95%		1	21.36	19.78	
100%		<u>2</u>	22.48	20.82	

Total Budgeted/Filled for Department	70	52	3	15
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* Position Red Light 2021

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

Note: RCSS - Individuals Retain Civil Service Status

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

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.				PREV					
PARKS & RECREATION DEPARTMENT		AUTHORIZED POSITIONS			FY 22	FY 21	HOURS	EXEMPT	PAY
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.			
POSITION	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	RATE	RATE	WORK	NON-EXEMPT	GRADE
Director of Parks & Recreation	1	1			44.11	43.03	40	E	16
Assistant Director of Parks & Recreation	1 2			2	35.88	35.88	40	E	14
Parks & Recreation Superintendent	1	1			30.75	30.00	40	E	13
Cemetery Sexton	1	1			20.50	20.00	40	E	9
Special Events Superintendent	1	1			32.28	31.49	40	E	12
Recreation Specialist	3	1		1	18.37	17.92	40	E	8
		2 1			18.29	17.84			
Senior Administrative Assistant	2	1			23.13	22.57		NE	9
		1			21.07	20.56			
Administrative Assistant	1	1			16.89	16.48		NE	7
Maintenance Division									
Supervisor	2	2			24.71	24.11		E	10
Laborer	10 11			1				NE	
80%					15.50	14.33			
85%		1			16.46	15.22			
90%		1			17.43	16.12			
95%		1			18.40	17.02			
100%		5 8	2		19.37	17.91			
Maintenance Technician	1			1*					
80%					17.33	16.42			
85%					18.41	17.44			
90%					19.49	18.47			
95%					20.58	19.50			
100%					21.66	20.52			
Right-Of-Way Maintenance Person	1							NE	
80%					16.64	15.39			
85%					17.68	16.35			
90%					18.72	17.31			
95%					19.76	18.28			
100%			1		20.80	19.24			

Total Budgeted/Filled for Department	26	20	3	3
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* Position Red Light 2021

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 22	PREV		
							FY 21		
						HOURLY	HOURLY		
						WAGE	WAGE		
						ADJ.	ADJ.		
POSITIONS		BUDGET	FILLED		VACANT			HOURS	EXEMPT
		TOTAL	NON-CS	RCSS/CS		RATE	RATE	WORK	NON-EXEMPT
									GRADE
Director of Human Resources		1	1			<u>46.13</u>	45.00	40	E
Risk Manager		1	<u>1</u>		4	<u>32.03</u>	<u>31.25</u>	40	E
H R Generalist		2 <u>1</u>	4		<u>1</u>			40	E
			4						
Administrative Assistant		<u>1</u>			<u>1</u>			40	NE
Total Budgeted/Filled for Department		4	2	0	2				

* Position Red Light 2021

Agenda Action Form

Paducah City Commission

Meeting Date: June 22, 2021

Short Title: Approve the Job Grade Schedule for non-union City positions - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Stefanie Suazo

Background Information: Each year we update the Job Grade Schedule to adjust the ranges for the cost of living increases as approved by the Board of Commission through the budget process and through contract negotiations with the Bargaining Units. This year the increase is two and one-half percent, effective July 1, 2021. The Job Grade Schedule also creates four new positions and moves the Chief Electrical inspector into the appropriate job grade level. The new positions are the Enterprise Resource Planning Manager, the Assistant Director of Parks, and the Assistant Director of Recreation.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To approved the updated Job Grade Schedule.

Attachments:

1. pay grade schedule-FY2021-2022 6-2021
2. Job Grade Schedule 7 1 2021

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING THE FY2021-2022 JOB GRADE
SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

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

WHEREAS, in order to implement the changes, it is necessary to adopt the FY2021-2022 Job Grade Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby adopts the FY2021-2022 Job Grade Schedule for the employees of the City of Paducah, Kentucky as attached hereto.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 22, 2021

Recorded by Lindsay Parish, City Clerk, June 22, 2021

\mo\pay grade schedule-FY2021-2022 6-2021

pay grade schedule is saved in excel as pay grade schedule-FY2021-2022

City of Paducah, KY
Job Grade Schedule
Effective July 1, 2021

Grade	Proposed Job Title	Minimum	Midpoint	Maximum
18				
	City Manager	114,681	149,085	183,489
17				
	Assistant City Manager	97,441	124,237	151,034
	City Engineer	97,441	124,237	151,034
	Director of Finance	97,441	124,237	151,034
	Fire Chief	97,441	124,237	151,034
	Police Chief	97,441	124,237	151,034
16				
	Director of Parks & Recreation	82,928	105,734	128,539
	Director of Planning	82,928	105,734	128,539
	Director of Public Works	82,928	105,734	128,539
15				
	City Clerk/Director of Customer Experience	76,895	98,041	119,187
	Controller	76,895	98,041	119,187
	Deputy Fire Chief - Operations	76,895	98,041	119,187
	Deputy Fire Chief - Prevention	76,895	98,041	119,187
	Director of Human Resources	76,895	98,041	119,187
	Director of Information Technology	76,895	98,041	119,187
	Police Assistant Chief	76,895	98,041	119,187
14				
	Assistant City Engineer	70,861	90,348	109,834
	Assistant Director of Parks & Recreation	70,861	90,348	109,834
	Assistant Director of Public Works	70,861	90,348	109,834
	<u>Assistant Director of Recreation</u>	70,861	90,348	109,834
	Fire Assistant Chief	70,861	90,348	109,834
	Police Captain	70,861	90,348	109,834
	Revenue Manager	70,861	90,348	109,834
13				
	Communications Manager	63,963	79,954	95,944
	E-911 Communication Services Manager	63,963	79,954	95,944
	Engineer Project Manager	63,963	79,954	95,944
	Engineer Technician III	63,963	79,954	95,944
	<u>Enterprise Resource Planning Manager</u>	63,963	79,954	95,944
	Fleet/Maintenance Superintendent	63,963	79,954	95,944
	Floodwall Superintendent	63,963	79,954	95,944
	Parks & Recreation Superintendent	63,963	79,954	95,944
	Risk/Safety Manager	63,963	79,954	95,944
	Streets Superintendent	63,963	79,954	95,944
12				
	Battalion Chief/Fire Training Officer	56,604	70,755	84,907
	Chief Building Inspector	56,604	70,755	84,907
	<u>Chief Electrical Inspector</u>	56,604	70,755	84,907
	Deputy Fire Marshal	56,604	70,755	84,907
	Principal Planner	56,604	70,755	84,907
	Senior Accountant	56,604	70,755	84,907
	Special Events Superintendent	56,604	70,755	84,907
11				

Business Systems Analyst	50,092	62,615	75,139
Crime Analyst II	50,092	62,615	75,139
Engineer Technician	50,092	62,615	75,139
GIS Specialist	50,092	62,615	75,139
Landscape Supervisor	50,092	62,615	75,139
Network Administrator	50,092	62,615	75,139
Revenue Auditor	50,092	62,615	75,139
Senior Planner	50,092	62,615	75,139
Supervisor Fleet	50,092	62,615	75,139
Supervisor Maintenance	50,092	62,615	75,139
Supervisor Solid Waste	50,092	62,615	75,139
Supervisor Street	50,092	62,615	75,139

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Accountant	44,725	55,907	67,088
Assistant City Clerk	44,725	55,907	67,088
Business Development Specialist	44,725	55,907	67,088
Chief Electrical Inspector	44,725	55,907	67,088
Crime Analyst I	44,725	55,907	67,088
Deputy Building Inspector	44,725	55,907	67,088
Deputy Electrical Inspector	44,725	55,907	67,088
E-911 Shift Supervisor	44,725	55,907	67,088
E-911 System Administrator	44,725	55,907	67,088
Grants Administrator	44,725	55,907	67,088
Parks Maintenance Supervisor	44,725	55,907	67,088
Planner	44,725	55,907	67,088
Senior Help Desk Technician	44,725	55,907	67,088
Senior Human Resources Generalist	44,725	55,907	67,088
Supervisor Compost	44,725	55,907	67,088

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Cemetery Sexton	40,748	49,917	59,085
Codes Enforcement Officer II	40,748	49,917	59,085
Fleet Mechanic II	40,748	49,917	59,085
Human Resources Generalist	40,748	49,917	59,085
Records Division Manager	40,748	49,917	59,085
Senior Administrative Assistant	40,748	49,917	59,085
Senior Customer Experience Representative	40,748	49,917	59,085

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Codes Enforcement Officer I	36,382	44,568	52,754
E-911 Telecommunicator	36,382	44,568	52,754
Fleet Mechanic I	36,382	44,568	52,754
Help Desk Technician	36,382	44,568	52,754
Recreation Specialist	36,382	44,568	52,754
Revenue Technician	36,382	44,568	52,754
Senior Evidence Technician	36,382	44,568	52,754
Senior Records Clerk	36,382	44,568	52,754

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Administrative Assistant	32,777	40,152	47,527
Customer Experience Representative	32,777	40,152	47,527
Evidence Technician	32,777	40,152	47,527
Permit Technician	32,777	40,152	47,527
Records Clerk	32,777	40,152	47,527

2

Parking & Traffic Control Assistant	20,403	24,484	28,565
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Agenda Action Form

Paducah City Commission

Meeting Date: June 22, 2021

Short Title: Acceptance of a 2020 CDBG Coronavirus Grant in the amount of \$200,000 on behalf of Four Rivers Behavioral Health CenterPoint Recovery Center - **T WILSON**

Category: Municipal Order

Staff Work By: Ty Wilson

Presentation By: Ty Wilson

Background Information: 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.

The Department for Local Government (DLG) has approved a grant of \$200,000 to the Four Rivers Behavioral Health Recovery Center (CenterPoint Recovery Center).

The City of Paducah adopted Municipal Order 2391 on October 13, 2020, approving the City to apply for the CDBG-CV Recovery Grant on behalf of Four Rivers Behavioral Health. An administration fee of \$2,500 will be paid to the City for maintaining and providing administration of the funding.

There are no City funds required.

As conditions of accepting CDBG funding, the City must approve the following items:

- Grant Agreement with DLG
- Residential Anti-Displacement and Relocation Assistance Plan
- KCDBG Procurement Code
- Legally Binding Agreement with Four Rivers Behavioral Health Recovery Center

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

If yes, please list the Commission Priority:

Communications Plan: There are no communication plans at this time.

Funds Available: Account Name:
Account Number:

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

Attachments:

1. 20C-050 Paducah pon2 unsigned
2. acceptance cdbg-four rivers recovery center COVID 19 expenses



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

PON2 112 2100003191

Version: 1

Record Date:

Document Description: Paducah, CenterPoint Recovery Center 20C-050

Cited Authority: KRS147A.002
Community Block Grant Program

Reason for Modification:

Issuer Contact:Name: Jennifer Peters
Phone: 502-573-2686
E-mail: Jennifer.Peters@ky.gov**Vendor Name:**

CITY OF PADUCAH

PO BOX 2267

PADUCAH KY 42002-2267

Vendor No.

KY0033652

Vendor ContactName: CORIE COLE
Phone: 270-444-8512
Email: CCOLE@PADUCAH.KY.GOV

Effective From: 2021-07-01

Effective To: 2022-12-31

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Paducah, CenterPoint Recovery Center 20C-050	\$0.000000	\$200,000.00	\$200,000.00

Extended Description:Location:
Paducah, McCracken County, KYScope of Services:
Provide the CenterPoint Recovery Center funds to rebound from lost client services during the COVID 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:**\$200,000.00**

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GRANT INFORMATION AND IDENTIFICATION

Grant Agreement Number: 20C-050

Subrecipient: City of Paducah

Project Name: CenterPoint Recovery Center

Federal Agency: U.S. Department of Housing and Urban Development

Pass-Through Agency: Kentucky Department for Local Government

CFDA Title: Community Development Block Grant/State's Program
(State-Administered Small Cities Program)

CFDA Number: 14.228

Award Year: 2020

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This Grant Agreement (GA) is entered into, by and between the Commonwealth of Kentucky, Department for Local Government (“the Commonwealth”) and the City of Paducah (“the Recipient/Contractor”) to establish an agreement for the CenterPoint Recovery Center Project. The initial GA is effective from July 1, 2021 through December 31, 2022.

Location:
Paducah, McCracken County, KY

Scope of Services:
Provide the CenterPoint Recovery Center funds to rebound from lost client services during the COVID Pandemic.

Pricing:
Community Development Block Grant (CDBG-CV) – not to exceed: \$200,000

Project costs: \$197,500
Administration Costs: \$2,500

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GRANT AGREEMENT

1. GENERAL PROVISIONS

A. Contents of Agreement

This Grant Agreement, hereinafter called the "Agreement," shall consist of the following documents which are incorporated by reference as if fully set out herein: (1) the Grant Agreement and all exhibits to which this Grant Agreement refers; (2) the Application, including the Statement of Assurances; (3) all State and Federal Law requirements to which the Application and this Agreement refer or apply; (4) the Kentucky Community Development Block Grant Handbook currently in effect, plus any advisories; (5) The Guide to National Objectives and Eligible Activities for State CDBG Programs; (6) any applicable administrative regulations; and (7) any amendments or modifications to any of the above referenced requirements.

B. General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

(1)"Act" means the Housing and Community Development Act of 1974, Pub. L. No. 93-383, as amended.

(2)"Application" means the Commonwealth Small Cities Community Development Block Grant (CDBG) Application, and such other submittals, as are specified in Exhibit A of this Grant

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Agreement.

(3)"CDBG" means a grant guided by Title I of the Housing and Community Development Act of 1974, as amended and those regulations set forth in 24 CFR Part 570, Subpart I, as may be amended from time to time and all other applicable Federal and State regulations and laws and assurances signed by Recipient at the time the Recipient's Application was submitted.

(4)"Commonwealth" when not used to designate the territory of the Commonwealth of Kentucky shall mean the Department for Local Government, its Commissioner, or any other person to whom the Commissioner has delegated authority to act with respect to matters covered by this Agreement.

(5)"Default" means any default set forth in Section 6-A to this Agreement.

(6)"Eligible Costs" means costs for the activities specified in Exhibit B of this Agreement for which grant funds are budgeted as specified in Exhibit C of this Agreement, provided that such costs (i) are incurred in connection with any activity which is eligible under Section 105A of Title I of the Act, and (ii) conform to the requirements of Attachment B of Office of Management and Budget Circular Omni Circular (Cost Principles Applicable to Grants and Contracts with State and Local Government), as may be amended from time to time. For purposes of determining the conformity of costs to said Attachment B, all costs set forth in Section C thereof may be considered eligible without prior approval of the Commonwealth.

(7)"Environmental Conditions" means the condition imposed by law, particularly 24 CFR Part 58, and the provisions of the Agreement which prohibit or limit the commitment and use of grant funds until certain procedural requirements have been completed.

(8)"Environmental Requirements" means the requirements described in 24 CFR Part 58.

(9)"Environmental Studies" means all eligible activities necessary to produce an "environmental document", as that term is defined at Section 1508.10 of 40 CFR Part 1508, or to comply with the requirements of 24 CFR Part 58.

(10)"Grant Funds" means those funds to be provided by the Commonwealth to Recipient pursuant to the terms of this Agreement, as specified in Exhibit A of this Agreement.

(11)"HUD" means the United States Department of Housing and Urban Development.

(12)"Participating Party" means any person, entity, firm, corporation or funding source identified as such in Exhibit A and/or B to this Agreement.

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(13)"Program Income" means the CDBG portion of: (i) any income earned by Recipient, or an agent or agency of Recipient, from the disposition of real or personal property acquired in whole or in part with grant funds; (ii) the repayment proceeds (including principal and interest) of any loan made in whole or part with grant funds; (iii) any other revenues defined as program income in 24 CFR Part 570, Subpart J. The "CDBG portion" means an amount computed by applying the percentage of participation of CDBG funds (i) in the acquisition cost of the property to the total income from the disposition of such property, (ii) in the amount of the loan to the total repayment proceeds of such loan, or, (iii) in the cost of an activity to the total income from such activity.

(14)"Project" means the activities described in the Application and in Exhibits B and C of this Agreement, which are to be carried out to meet the objectives of the CDBG Program.

(15)"Recipient" means the local governmental entity receiving grant funds pursuant to this Agreement, as more particularly identified on the cover page of this Agreement, as well as "contractor" as defined in KRS 45A.030.

(16)"Recipient Activities" means those activities of the Project to be carried out by the Recipient, its agent or agency, which activities are described in Exhibit B of this Agreement and further defined in the Application.

(17)"Subrecipient" means governmental or private nonprofit organizations chosen by the Recipient to undertake certain eligible CDBG activities identified as such in Exhibit A and/or B to this Agreement.

(18)"CDBG-CV" means a grant guided by Title I of the Housing and Community Development Act of 1974, as amended and those regulations set forth in 24 CFR Part 570, Subpart I, including those from FR-6218-N-01 under the Community Development Block Grant Coronavirus Response Grants and all other applicable Federal and State regulations and laws and assurances signed by Recipient at the time the Recipient's Application was submitted.

2. AMOUNT AND AUTHORIZED USES OF GRANT FUNDS

A. Grant Assistance Provided

In consideration of the various obligations undertaken by the Recipient pursuant to this Agreement, as represented by the Recipient in the Application, the Commonwealth agrees, subject to the terms and conditions set forth herein, to provide the Recipient with grant funds in the amount specified in Exhibit A of this Agreement.

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B. Authorized Uses of Grant Funds

The grant funds provided to the Recipient pursuant to this Agreement shall be used only for the specific purposes described in Exhibit B of this Agreement and in the amounts budgeted in Exhibit C of this Agreement, subject to the project amendments provisions of the Commonwealth CDBG program.

C. Adjustments to Grant Funds

(1)The amount of grant funds which the Commonwealth has agreed to provide to the Recipient under this Agreement has been determined by the Commonwealth in reliance upon the cost estimates of the Recipient with respect to the activities set forth in the Application. The Commonwealth reserves the right to reduce the grant amount (i) to conform to any revision to which the Recipient and the Commonwealth may agree with respect to Exhibits B or C of this Agreement, (ii) if the actual costs for activities are lower than those set forth in Exhibits B or C of this Agreement, or (iii) if the investment by Participating Parties is less than the amount specified in Exhibits B, C or D.

(2)The parties understand that funding pursuant to this Agreement may be discontinued by the General Assembly in subsequent budgets.

D. Recipient's Use of Program Income

(1)All Program Income which is received by the Recipient, prior to completion of all Recipient Activities shall be used prior to, and in place of, any draw of grant funds to the extent adequate to pay costs so incurred.

(2)Unless otherwise specifically stated in Exhibit B of this Agreement, all Program Income received by the Recipient, after completion of all Recipient Activities shall be used by the Recipient, for community or economic development activities eligible for assistance under Title I of the Act as specified in the Guide to National Objectives and Eligible Activities for State CDBG Programs.

3. DISBURSEMENT OF GRANT FUNDS

A. Authorization

(1)Promptly after the Commonwealth has received from the Recipient two (2) fully executed copies of this Agreement and has approved evidentiary materials required by Exhibit D of this

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Agreement that would allow a draw of grant funds pursuant to the terms of Exhibits B and C of this Agreement, the Commonwealth shall authorize the amount of grant funds specified in Exhibit A of this Agreement.

(2)The Recipient is authorized to draw grant funds only in accordance with the provisions of this Agreement and the procedures established by the Commonwealth. No payment by the Commonwealth of an improper or unauthorized draw to the Recipient shall constitute a waiver of the right of the Commonwealth to challenge the validity of said draw, to enforce all rights and remedies set forth in the Agreement, or take corrective or remedial administrative action, which action may include, without limitation, suspension or termination of the Recipient's funding under this Agreement.

(3)The disposition of any grant funds that remain available following completion of the Project, termination of this Agreement by the Commonwealth, or termination of the Project for any cause, shall be in accordance with closeout procedures then in effect or established by the Commonwealth including provisions of OMB Omni Circular and the Recipient shall not have any rights to such grant funds.

B. Incurring Costs for Project Activities

(1)The use of grant funds is conditioned upon the Recipient incurring costs to be paid in accordance with this Agreement or as otherwise approved by the Commonwealth in writing. Except as permitted by 24 CFR Part 58, no costs to be paid out of project funds may be incurred by the Recipient until all Environmental Conditions of 24 CFR Part 58 have been fully satisfied and the Commonwealth has issued the environmental clearance required by 24 CFR Part 58.

(2)The authorization to incur costs in subsection (1) above is not an authorization to reimburse those costs and does not mean or imply that such costs will be reimbursed out of grant funds. The Recipient may voluntarily, at his or her own risk, and upon his or her own credit and expense, incur costs as authorized in subsection (1) above, but his or her authority to reimburse or to be reimbursed out of grant funds shall be governed by the provisions of this Agreement applicable to the payment of costs and the release of funds by the Commonwealth.

(3)Prior to the issuance by the Commonwealth of the environmental releases required by 24 CFR Part 58, the Recipient may not use any funds, including local funds, to take any action with respect to the Project where such action might have an adverse environmental effect, would limit choices among competing alternatives, or might alter the environmental premises on which the pending clearance is based in such a fashion that the validity of the conclusions to be reached would be affected.

C. Authorization by the Commonwealth for the Recipient to Draw Grant Funds

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Recipient's draw of grant funds can occur only after the following has occurred:

- (1)The Commonwealth has issued the environmental clearance required by 24 CFR Part 58,
- (2)The Commonwealth has approved the required evidentiary materials specified in Exhibit D of the Agreement,
- (3)The Commonwealth has authorized, per the executed Notice of Approval of Evidentiary Materials and Release of Funds, the Recipient's ability to draw grant funds,
- (4)Recipient shall have submitted all certifications and materials required as conditions precedent to Recipient's authority to pay costs out of grant funds,
- (5)If authorized by Exhibit D herein and if the Commonwealth finds Recipient has timely and acceptably submitted the evidentiary materials in Exhibit D herein, approved same, and if no default has occurred, as defined in Section 6-A herein, and
- (6)Recipient has not been served by the Commonwealth with notice of Recipient's suspension of authority to so draw the grant funds nor is in breach of its obligation to report a default.

4. REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS

A. Recipient's Representations and Warranties

The Recipient has, by and through consultations among all appropriate members of the Recipient's governing body and its officers, examined each of the following and by its execution of this Agreement the Recipient does, upon information and belief, represent and warrant to the Commonwealth that:

- (1)The Recipient is duly organized and validly existing under the laws of the Commonwealth, and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations.
- (2)A resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the Recipient's governing body, authorizing the execution and delivery of this Agreement by the Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of the Recipient, said acts being done in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Recipient.

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(3)There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Recipient to exist, which (i) questions the validity of this Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Recipient which would materially and substantially impair the Recipient's ability to perform any of the obligations imposed upon the Recipient by this Agreement.

(4)The representations, statements, and other matters contained in the Application were true and complete in all material respects as of the date of filing. The Recipient is aware of no event which would require any amendment to the Application (other than an amendment which has been filed with and approved by the Commonwealth) which would make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Recipient is aware of no event or other fact, which should have been, and has not been, reported in the Application as material information.

(5)The Recipient has obtained or has reasonable assurances that it will obtain all Federal, State and local government approvals and reviews required by law to be obtained by the Recipient for the Project.

(6)Insofar as the capacity of the Recipient to carry out any obligation under this Agreement is concerned, (i) the Recipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation and (ii) the execution and performance of this Agreement will not result in any such violation.

(7)Except for approved eligible administrative and personnel costs, none of the recipient's designees, agents, members, officers, employees, consultants or members of its governing body in which the program is situated, and no other public official of the recipients of such locality or localities who exercises or who has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work performed in connection with the project or in any activity, or benefit there from, which is part of this project at anytime during or after such person's tenure unless all procedures for an exception have been documented and submitted in writing to the Department for Local Government and the Department for Local Government has approved such exception.

(8)Anti-Lobbying – The recipient certifies that;

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a

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Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(9)Conflicts of Interest - The procedures for requesting, documenting, and submitting a request for an exception from the Conflict of Interest provisions shall include the applicable procedures delineated in 24 CFR 570.489(h)(4); KRS 99.350(8); KRS 61.252(1); KRS 65.003; and the local community ethics code. This Conflict of Interest provision shall be in addition to the requirements in the "Common Rule," 24 CFR Part 85, 24 CFR 570.489(h), A-110, KRS 45A.340, KRS 61.210, KRS 61.220 and KRS 61.250 et. seq.

B. Obligation to Complete Recipient Activities as Scheduled

(1)The Recipient shall use its best efforts to assure the completion of the Recipient Activities described in Exhibit B of the Agreement and further defined in the Application.

(2)The Recipient agrees that the foregoing undertaking and assurance means that Recipient shall, to the maximum extent permitted by law, use and apply all of its governmental and proprietary powers for such completion, including but not limited to those powers governing taxes, other revenues, credit, eminent domain and appropriations, if necessary, for the purpose of providing any shortfall between funds available under the grant and funds necessary to complete all of the Recipient Activities described in Exhibit B of this Agreement.

C. Commonwealth Approval of Amendments

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The Commonwealth will consider program amendments initiated by the Recipient or by the Commonwealth. The Commonwealth defines a program amendment as a request for change in an approved program which (i) is a new activity in the program, (ii) significantly alters the scope, location, or objective of the approved activities or beneficiaries, and/or (iii) results in a change or cumulative changes of the approved budget. Any amendments will be made in accordance with the procedures set forth in the Kentucky Community Development Block Grant Handbook established by the Commonwealth.

D. Notification and Action upon Default

(1)The Recipient shall promptly give written notice to the Commonwealth upon the discovery by the Recipient of any default involving any Participating Party or Subrecipient, as defined in Section 6-A of this Agreement.

(2)Promptly, upon the discovery of any default involving any Participating Party or Subrecipient, the Recipient shall vigorously pursue, to the fullest extent possible, all remedies available to Recipient to remove or cure such default, or to seek redress or relief from its effects, including reimbursement for any grant funds expended on the Project, and to prevent or mitigate any adverse effects on the Project. Recipient shall keep the Commonwealth fully informed as to the status of such actions.

5. INSPECTION AND REVIEW

A. Duty to Maintain and Rights to Inspect and Copy, Books, Records and Documents

(1)The Recipient shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to grants made under the CDBG Program, and as may be reasonably necessary to reflect and fully disclose the amount and disposition of the grant funds, the total cost of the activities paid for in whole or in part with grant funds, and the amount and nature of all investments relative to such activities which are supplied or to be supplied by other sources.

(2)All such books, records and other documents shall be available at the office of the Recipient for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Commonwealth, HUD, the General Accounting Office and the Inspector General of the United States.

B. Site Visits

Any duly authorized representative of the Commonwealth or HUD shall, at all reasonable times,

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have access to all portions of the Project until completion of all closeout procedures and final settlement and conclusion of all issues arising from this grant.

C. Reports

The Recipient shall promptly furnish to the Commonwealth all reports required to be filed in accordance with any directives of the Commonwealth or any statute, rule or regulation of HUD.

6. DEFAULTS AND REMEDIES

A. Defaults

A default shall consist of any use of grant funds for any purpose other than as authorized in Exhibits B and C of this Agreement; or any breach of any covenant, agreement, provision, or warranty (i) the Recipient made in the Agreement; (ii) the Recipient made in any agreement entered into between the Recipient and any Participating Party or Subrecipient, relating to the Project; (iii) any Participating Party or Subrecipient, made in any agreement specified in Exhibit D of this Agreement, or; (iv) of the time frame specified in Exhibit B of the Agreement.

B. Remedies Upon Default

(1) Upon occurrence of any default as described in Section 6-A, the Commonwealth may suspend the Recipient's authority to draw grant funds at any time by notice to the Recipient. If a default is not cured within thirty (30) consecutive days from notice of such default by the Commonwealth to the Recipient, the Commonwealth may continue such suspension or by delivery of notice terminate this Agreement. In the event of a termination, the Recipient's authority to draw funds shall have terminated at the date of the notice of termination and the Recipient shall have no right, title or interest in or to any grant funds remaining.

(2) In addition to any other rights or remedies, if a default consists of the Recipient's failure to submit the evidentiary materials described in Exhibit D of this Agreement or in other official written notification, the Commonwealth shall have the right to terminate this Agreement and the award of grant funds to which this Agreement relates by delivery of written notice to the Recipient. Upon such termination, all obligations of the Commonwealth pursuant to this Agreement and such award shall cease and the Recipient shall neither have nor retain any rights whatsoever with respect to the grant funds provided under this Agreement.

(3) The rights and remedies of the Commonwealth shall be deemed to be cumulative and shall be

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in addition to all those rights afforded the Commonwealth by law or equity. Any election of any right or remedy shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

(4)The rights and remedies available to the Commonwealth in the event of a suspension or termination of the Agreement shall survive such suspension or termination.

7. EVIDENTIARY MATERIALS

A. Commitments of Participating Parties and Subrecipients

(1)In selecting the Recipient for the award of this grant, the Commonwealth has relied, in material part, upon the representations of the Recipient and Participating Parties or Subrecipients, that the Recipient and the Participating Parties or Subrecipients (i) will carry out certain activities connected with the Project; (ii) will complete those activities; (iii) have, or will have, the financial capability to assure the carrying out of the activities to the completion; and (iv) will invest, or cause to be invested, a specific value amount in the Project.

(2)Evidentiary materials submitted by the Recipient as Exhibit D which have been submitted to and approved by the Commonwealth shall not be amended in any material respect without prior written approval of the Commonwealth.

B. Form of Documentary Evidence

All documentary evidence of commitments submitted to the Commonwealth for approval shall be in the form of either (i) a duplicate original, or (ii) a photographic copy of the fully executed original, of the documents.

8. MISCELLANEOUS

A. Notice

(1)All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind made pursuant to this Agreement shall be in writing.

(2)Any such communication shall be deemed effective for all purposes as of the date such communication is mailed, postage prepaid, by first class, registered or certified mail, return receipt requested, to be delivered only to the office of the addressee, addressed as follows:

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(a) Communications to the Commonwealth shall be mailed to: Office of Federal Grants, Department for Local Government, 1024 Capital Center Drive, Suite 340, Frankfort, Kentucky 40601.

(b) Communications to the Recipient shall be addressed to the Recipient, at the address set forth in Exhibit A of this Agreement, or such other address or representative as may be furnished by the Recipient to the Commonwealth.

B. Assignment

No right, benefit, or advantage inuring to the Recipient under this Agreement and no burden imposed on the Recipient hereunder may be assigned without the prior written approval of the Commonwealth. An authorization by the Commonwealth for the transfer of grant funds by Recipient to a Participating Party or Subrecipient, shall not be deemed an authorization for an assignment, and such Participating Party or Subrecipient shall not succeed to any rights, benefits or advantages of the Recipient hereunder.

C. Successors Bounds

This Agreement shall bind, and the rights, benefits and advantages shall inure to, the Recipient's successors.

D. Remedies Not Impaired

No delay or omission of the Commonwealth in exercising any right or remedy available under this Agreement shall impair any such right or remedy or constitute a waiver of any default, or an acquiescence therein.

E. Cumulative Remedies

All rights and remedies of the Commonwealth under this Agreement shall be cumulative.

F. Severability

If any article, subsection, clause or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

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G. Entire Agreement

This Agreement constitutes the entire agreement between the Commonwealth and the Recipient and supersedes all prior oral and written agreements between the parties hereto with respect to the subject grant. Notwithstanding the provisions of Section 1-A of this Agreement and anything contained in the Application, the provisions of this Agreement shall prevail.

H. Table of Contents; Titles and Headings

Any table of contents and the headings of the sections and subsections set forth herein are not a part of this Agreement and shall not be deemed to affect the meaning or construction of any of its provisions.

I. Amendment of this Agreement

This Agreement, or any part hereof, may be amended as previously described in Section 4-C from time to time hereafter only in writing executed by the Commonwealth and the Recipient.

J. Governing Law

This Agreement as it may affect the rights, remedies, duties, and obligations of the Commonwealth shall be governed by and construed in accordance with Federal and State law. Insofar as Federal law does not apply, the provisions of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth.

K. Waiver by the Commonwealth

The Commonwealth reserves and shall have the exclusive right to waive, at the sole discretion of the Commonwealth, and to the extent permitted by law, any requirement or provision under this Agreement. No act by or on behalf of the Commonwealth shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the Commonwealth, and expressly stated to constitute such waiver.

L. Termination of Agreement

This Agreement shall terminate upon the completion of all closeout procedures respecting this grant including provisions of the Single Audit Act, OMB Omni Circular and the final settlement and conclusion between Recipient and the Commonwealth of all issues arising out of this grant. Either party may cancel the contract upon written notice in accordance with Section 9 below. This notice, if tendered by the Commonwealth, may also include the notice to cure provided for

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in Section 6 B. (1). Upon termination of the agreement pursuant to this provision, the Recipient shall have no right to grant funds remaining to be disbursed. This provision shall in no way impair and shall be in addition to any additional remedies the Commonwealth may have upon a finding of default or other non-compliance according to the terms of this Agreement. Upon termination of this Agreement by either party with or without cause, the Commonwealth may declare this Agreement void from the beginning without further obligation to the recipient. Further, if the Agreement is terminated by the recipient with or without cause or by the Commonwealth with cause, the Commonwealth may recover all funds paid to the recipient hereunder.

M. Enforceability

Recipient agrees that if the Recipient or one of its subrecipients/contractors fails to comply with all applicable federal and state requirements governing the use of CDBG funds, the Commonwealth of Kentucky may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit or other investigation. Recipient shall further agree it will repay funds determined to be misspent by any 3rd party officials such as HUD, Inspectors General, auditors and law enforcement agencies. This provision is in addition to all other remedies available to the Commonwealth of Kentucky under all applicable state and federal laws.

N. Anti-Speculation Provisions-Sale of Real Property

(1)When, in Exhibit D of this Agreement, a document is required to contain a provision for the prevention or discouragement of speculation in the purchase and sale of property by a beneficiary of grant funds, then, unless otherwise specified, such provision shall comply with this Section.

(2)The document shall prohibit the beneficiary of grant funds from selling or otherwise disposing of the property within a period specified in Exhibit D of this Agreement after the date of the purchase, for an amount in excess of the purchase price paid, plus the actual costs of any improvements to the property by the beneficiary. The prohibition against sale shall have the same force and effect as a lis pendens, and shall specify that in the event of any attempted sale in violation of the provision; the Recipient shall be entitled to the ex-parte issuance of an injunction restraining such sale. The document shall be executed and authenticated in such manner and form as may be required under State law to authorize its recordation at the place of recordation of deeds, as if a lis pendens and the document shall be so recorded.

(3)The document may, in conjunction with the foregoing or in lieu thereof, describe a procedure where under, in the event of any sale of the property within the period specified in Exhibit D of the Agreement, the amount of grant funds which benefited the beneficiary shall be repaid by the

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beneficiary to the Recipient. Such procedure may include a pro-rata reduction of the amount to be repaid, based upon the time elapsing between the date of the initial purchase of the property and its disposition by the beneficiary. The document must either specify the amount of the grant funds which benefited the beneficiary, or set forth a formula or agreed method for determining such amount. The document shall be executed and authenticated in such manner and form as may be required to authorize its recordation, as if a lis pendens and the document shall be so recorded.

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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 Contractor 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.

1st Party:

Department for Local Government
100 Airport Dr.
Frankfort, KY 40601

Dennis Keene, Commissioner Date

2nd Party:

City of Paducah
P.O. Box 2267
Paducah, KY 42002-2267

George Bray, Mayor, City of Paducah

Approved as to form and legality:

Counsel, Dept. for Local Govt. Date

Counsel, City of Paducah Date

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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING A 2020 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$200,000 THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS RECOVERY CENTER AND AUTHORIZING THE MAYOR TO EXECUTE ALL REQUIRED GRANT AWARD DOCUMENTS

WHEREAS, the City of Paducah applied for a FY2020 Community Development Grant through the Department for Local Government, adopted by Municipal Order No. 2391, on October 13, 2020, on behalf of the Four Rivers Recovery Center; and

WHEREAS, The Department for Local Government has approved the application and is now ready to award this grant.

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

SECTION 1. That the City of Paducah hereby accepts grant funds for a Community Development Block Grant through the Department for Local Development in the amount of \$200,000 on behalf of Four Rivers Behavioral Health for the Four Rivers Recovery Center (CenterPoint Recovery Center) costs incurred by the centers for COVID-19 related expenses. An administration fee of \$2,500 will be paid to the City of Paducah for maintaining and monitoring this funding. No local match is required.

SECTION 2. That the City of Paducah hereby authorizes and directs the Mayor to execute the Grant Agreement with the Department for Local Government, Residential Anti-Displacement and Relocation Assistance Plan, KCDBG Procurement Code, and Legally Binding Agreement with Four Rivers Behavioral Health Recovery Center and all required grant award documents.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners June 22, 2021

Recorded by Lindsay Parish, City Clerk, June 22, 2021

\mo\grants\acceptance cdbg-four rivers recovery center COVID 19 expenses

Agenda Action Form

Paducah City Commission

Meeting Date: June 22, 2021

Short Title: Application for a 2021 CDBG Grant in the amount of \$200,000 for the Four Rivers Behavioral Health CenterPoint Recovery Center - **T WILSON**

Category: Municipal Order

Staff Work By: Ty Wilson

Presentation By: Ty Wilson

Background Information: The Department for Local Government (DLG) is set to receive funding for the 2021 Funding Cycle from the U.S. Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program. Funds are designated for various program areas including Community Projects, Community Emergency Relief Fund, Economic Development, Housing and Public Facilities.

The 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.

On behalf of Four Rivers Behavioral Health, the City proposes the submittal of a CDBG application for the Center Point Recovery Center for personnel expenses. The application will be in the amount of \$200,000 through the Public Services program. These funds will be matched by the Four Rivers Behavioral Health with other federal and state funds. Local matching funds will not be required from the City of Paducah. A fee of \$2,500 will be paid to the city for maintaining and providing administration of the funding.

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

If yes, please list the Commission Priority:

Communications Plan: Upon approval, a meeting for public comment is required as part of the grant application. This will be held at City Hall within the coming weeks.

Funds Available: Account Name:
Account Number:

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

Attachments:

1. app - cdbg-four rivers recovery center project 2021 6-2021

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A 2021
COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$200,000
THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS
RECOVERY CENTER FOR PERSONNEL EXPENSES

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 Community Development Block Grant through the Department for Local Development in the amount of \$200,000 on behalf of Four Rivers Behavioral Health for the Four Rivers Recovery Center for personnel expenses. Funds will be matched by Four Rivers Behavioral Health. An administration fee of \$2,500 will be paid to the City of Paducah for maintaining and monitoring this funding.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners June 22, 2021

Recorded by Lindsay Parish, City Clerk, June 22, 2021

\mo\grants\app - cdbg-four rivers recovery center project 2021 6-2021

Agenda Action Form

Paducah City Commission

Meeting Date: June 22, 2021

Short Title: Resolution Declaring Intent of Reimbursement for Capital Expenditures from the Proceeds of Tax-Exempt Obligations - **M SMOLEN**

Category: Resolution

Staff Work By: James Arndt, Jonathan Perkins, Audra Herndon, Michelle Smolen, Katie Axt, Nicholas Hutchison

Presentation By: Michelle Smolen

Background Information: This resolution will secure \$3,000,000 in formal financial commitment for the completion of the City's portion of the City Block project. Upon adoption, the City Manager will submit a formal written letter of commitment to Weyland Ventures as required within our current agreement and a copy of this Resolution will be attached to that letter.

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

If yes, please list the Commission Priority: Downtown

Communications Plan: A copy of this Resolution as well as the written letter will be attached to the City's website on the City Block project page.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. Reimbursement City Block Capital Expenditures

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF
PADUCAH, KENTUCKY DECLARING THE CITY'S INTENT TO
REIMBURSE ITSELF FOR THE COST OF CAPITAL EXPENDITURES FROM
THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS

WITNESSETH

WHEREAS, except as otherwise provided, all capitalized terms used in this preamble have the meanings set forth in Section 2 of this Resolution; and

WHEREAS, City of Paducah, Kentucky, a municipal corporation and political subdivision of the Commonwealth of Kentucky (the "City"), intends to undertake the acquisition, construction, installation, and equipping of real property, real property improvements, and related personal property constituting new municipal park and parking lot improvements to be located in downtown Paducah, Kentucky (the "Project"); and

WHEREAS, the City expects to expend its operating revenues or capital reserve funds to pay Capital Expenditures for the Project in the future; and

WHEREAS, Code Section 150 and the Reimbursement Regulations permit the City to issue Tax-Exempt Obligations and to use the proceeds thereof to reimburse the City for its prior payment of Capital Expenditures provided, among other things, (i) the City makes a Declaration of Official Intent within sixty days after payment of such Capital Expenditures, (ii) the City makes a Reimbursement Allocation within eighteen months after later of the date a Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, and in any event no later than three years after the Capital Expenditure was paid; and

WHEREAS, the City desires to make a Declaration of Intent pursuant to the Reimbursement Regulations related to the payment of Capital Expenditures for the Project.

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

Section 1. Affirmation of Preamble. It is hereby found, determined, and declared that the facts, recitals, and definitions set forth in the recitals of this Resolution are true and correct and are hereby affirmed, and all acts described in the recitals of this Resolution are hereby ratified. Such facts, recitals, and definitions are hereby adopted and incorporated as a part of this Resolution.

Section 2. Definitions. The following definitions apply to the terms used herein:

“Allocation” means written evidence that proceeds of Tax-Exempt Obligations issued after the payment of a Capital Expenditure are to reimburse the City for such payment.

“Capital Expenditure” means any expense related to the Project for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as any costs of issuing Reimbursement Bonds.

“Code” means the Internal Revenue Code of 1986, as amended.

“Declaration of Official Intent” means a written declaration, including this Resolution, which the City intends to fund Capital Expenditures with an issue of Reimbursement Bonds and reasonably expects to reimburse the City from the proceeds of such an issue.

“Reimbursement” means the restoration to the City of money temporarily advanced from other funds, including moneys borrowed from other sources, by the City to pay for Capital Expenditures before the issuance of Reimbursement Bonds intended to fund such Capital Expenditures. “To reimburse” means to make such a restoration.

“Reimbursement Bonds” means Tax-Exempt Obligations that are issued to reimburse the City for Capital Expenditures, and for certain other expenses permitted by the Reimbursement Regulations, previously paid by or for the City.

“Reimbursement Regulations” means Treasury Regulation §1.150-2 and any amendments thereto or superseding regulations, whether in proposed, temporary, or final form, as applicable, prescribing conditions under which the proceeds of Tax-Exempt Obligations may be allocated to reimburse the City for Capital Expenditures and certain other expenses paid before the issuance of the Tax-Exempt Obligations so that the proceeds of such Tax-Exempt Obligations will be treated as “spent” for purposes of Code Sections 103 and 141 to 150.

“Tax-Exempt Obligations” means tax-exempt bonds, notes, certificates, or other obligations included in the meaning of “bonds” under Code Section 150.

Section 3. Declaration of Official Intent. The City hereby declares, pursuant to the Reimbursement Regulations, its official intent to reimburse itself with the proceeds of Reimbursement Bonds in the reasonably anticipated amount of up to \$3,000,000 for the purpose of Capital Expenditures for the Project that may occur before the issuance of Reimbursement Bonds.

DULY ADOPTED by the Board of Commissioners of the City of Paducah, Kentucky in lawful session assembled, this _____.

George P. Bray
Mayor

Attest:

Lindsay Parish
City Clerk

Adopted by the Board of Commissioners, _____
Recorded by City Clerk, Lindsay Parish, _____
\resoln\Reimbursement City Block Capital Expenditures

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of City of Paducah, Kentucky, and as such City Clerk, I further certify that the foregoing is a true, correct, and complete copy of a Resolution duly enacted by the Board of Commissioners of the City at a duly convened meeting held on _____, on the same occasion signed by the Mayor as evidence of his approval, and now in full force and effect, all as appears from the official records of the City in my possession and under my control.

Witness my hand as City Clerk of the City as of _____.

Lindsay Parish
City Clerk

Agenda Action Form

Paducah City Commission

Meeting Date: June 22, 2021

Short Title: Authorize Payment to Clean Earth, Inc. for Household Hazardous & Electronic Waste Collected during 2021 Clean-Up Day - **C YARBER**

Category: Municipal Order

Staff Work By: Latrisha Pryor

Presentation By: Chris Yarber

Background Information: On April 24, 2021 the City of Paducah co-sponsored along with McCracken County a free Clean-Up Day to assist all property owners with disposal of various waste. Household hazardous waste and electronic waste were items collected on this day. In accordance with Kentucky requirements, a Kentucky certified hazardous waste service is required to dispose of all hazardous waste. Clean Earth, Inc., with an office in Calvert City, KY, is the only certified hazardous waste collector who is a vendor with the Commonwealth of Kentucky within this area.

Therefore, the service of Clean Earth, Inc., was requested to collect and dispose of household hazardous and electronic waste during the free Clean-Up Day. This year, the collection of household hazardous waste and electronic waste totaled \$46,795.70. The partial funding of the free Clean-Up Day is provided by a grant from the Kentucky Division of Waste Management.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Fees/Landfill MR0082

Account Number: 50002209-520040

Staff Recommendation: To adopt a Municipal Order authorizing the payment of \$46,795.70 to Clean Earth, Inc., for collection and disposal of household hazardous and electronic waste collected during the free Clean-Up Day on April 24, 2021.

Attachments:

1. household haz waste-Clean Earth 2021
2. Clean Earth Invoice 2021

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY CLEAN EARTH, INC., IN AN AMOUNT OF \$46,795.70 FOR THE DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE AND ELECTRONIC WASTE COLLECTED DURING THE CITY/COUNTY 2021 CLEAN-UP DAY

WHEREAS, the City of Paducah and McCracken County co-sponsored a free Clean-Up Day on April 24, 2021, to assist McCracken County property owners with disposal of various waste; and

WHEREAS, the City will receive partial funding for the free Clean-Up Day from the Kentucky Division of Waste Management; and

WHEREAS, in accordance with State of Kentucky requirements, a Kentucky certified hazardous waste service is required to dispose of all hazardous waste; and

WHEREAS, Clean Earth, Inc., located in Calvert City, Kentucky, is the only local, certified hazardous collector and therefore was requested to collect and dispose of the household hazardous waste and electronic waste during the free Clean-Up Day; and

WHEREAS, this is a noncompetitive negotiation purchase pursuant to KRS 45A.380(2).

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

SECTION 1. That the Finance Director is hereby authorized to pay Clean Earth, Inc., the amount of \$46,795.70, for the disposal of household hazardous waste and electronic waste collected during the City/County free Clean-Up Day.

SECTION 2. This expenditure shall be charged to Project Account No. MR0082 Account No. 5000-2209-520040.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
\\mo\household haz waste-Clean Earth 2021

This invoice is submitted on behalf of Clean Earth, LLC. located at 334 S. Warminster Road, Hatboro, PA 19040.



Bill To:
PADUCAH PUBLIC WORKS
1120 NORTH 10TH STREET
PADUCAH, KY 42001

Invoice Number: 387452
Invoice Date: 05/07/2021
Due Date: 06/06/2021
Payment Terms: NET 30
Customer #: PPW415A
Sales Rep: Burton, Rose
PO Number(s): n/a
Work Orders:
2232078

Thank you for using Clean Earth for your disposal needs.

Total: \$46,795.70

Clean Earth of Calvert City
Remit To:
PO BOX 825329
PHILADELPHIA, PA 19182-5329
215-734-1400



Invoice Number: 387452
Invoice Date: 05/07/2021
Due Date: 06/06/2021
Customer #: PPW415A

Work Order #: 2232078 PO#: Generator: Paducah and McCracken County Residents
Disposal

Date	Description	Quantity	Unit	Unit Price	Line Price
4/29/2021	2232078-1 / MGT-7664 / HOUSEHOLD HAZ WASTE - AEROSOLS / Tri-Wall/Supersack	490.00	Pound	\$1.1000	\$539.00
4/29/2021	2232078-4 / MGT-7788 / HHW - PROPANE CYLINDERS / Cylinder	110.00	Pound	\$1.1000	\$121.00
4/29/2021	2232078-5 / MGT-21846 / FIRE EXTINGUISHERS / 30G	20.00	Pound	\$1.1000	\$22.00
4/29/2021	2232078-6 / MGT-7789 / FREON CYLINDERS / 30G	75.00	Pound	\$1.1000	\$82.50
4/29/2021	2232078-11 / MGT-7660 / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / Tri-Wall/Supersack	5,550.00	Pound	\$1.1000	\$6,105.00
4/29/2021	2232078-11 / MGT-7660 / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / Tri-Wall/Supersack	3,085.00	Pound	\$1.1000	\$3,393.50
4/29/2021	2232078-13 / MGT-13182 / LAB PACKS / 30G LAB PACK: INORGANIC ACIDS FOR AQUEOUS TREATMENT (LP-AT)	60.00	Pound	\$1.1000	\$66.00
4/29/2021	2232078-13 / MGT-13182 / LAB PACKS / 30G LAB PACK: INORGANIC OXIDIZERS FOR STABILIZATION (LP-ES)	60.00	Pound	\$1.1000	\$66.00
4/29/2021	2232078-14 / MGT-7661 / HOUSEHOLD HAZ WST LIQUID PESTICIDES / Tri-Wall/Supersack	1,040.00	Pound	\$1.1000	\$1,144.00
4/29/2021	2232078-16 / MGT-13182 / LAB PACKS / 30G LAB PACK: INORGANIC BASES FOR AQUEOUS TREATMENT (LP-BT)	90.00	Pound	\$1.1000	\$99.00
4/29/2021	2232078-17 / MGT-7663 / HOUSEHOLD HAZ WST CORROSIVE LIQUID / 5G	5.00	Pound	\$1.1000	\$5.50
4/29/2021	2232078-18 / MGT-17609 / MERCURY & MERCURY MANUF. ARTICLES / 5G	1.00	Container	\$599.0000	\$599.00
4/29/2021	2232078-21 / MGT-21492 / DRY ALKALINE BATTERIES / 30G	310.00	Pound	\$1.1000	\$341.00



Invoice Number: 387452
Invoice Date: 05/07/2021
Due Date: 06/06/2021
Customer #: PPW415A

Work Order #: 2232078 PO#: Generator: Paducah and McCracken County Residents
Disposal

Date	Description	Quantity	Unit	Unit Price	Line Price
4/29/2021	2232078-22 / MGT-43661 / SEALED LEAD ACID BATTERIES / Pallet	1,435.00	Pound	\$1.1000	\$1,578.50
4/29/2021	2232078-23 / MGT-21489 / STANDARD FLUORESCENT BULBS / Lamp Box	4,800.00	Lamp (ft.)	\$0.1000	\$480.00
4/29/2021	2232078-25 / MGT-54300 / ANTIFREEZE FOR RECYCLE / Totes </= 275G	685.00	Pound	\$1.1000	\$753.50
4/29/2021	2232078-26 / MGT-7662 / USED OIL / Totes </= 275G	4,350.00	Pound	\$1.1000	\$4,785.00
4/29/2021	2232078-35 / MGT-7664 / HOUSEHOLD HAZ WASTE - AEROSOLS / 55G	135.00	Pound	\$1.1000	\$148.50
4/29/2021	2232078-36 / MGT-7788 / HHW - PROPANE CYLINDERS / 30G	45.00	Pound	\$1.1000	\$49.50
4/29/2021	2232078-37 / MGT-21492 / DRY ALKALINE BATTERIES / 5G	100.00	Pound	\$1.1000	\$110.00
4/29/2021	2232078-38 / MGT-7662 / USED OIL / 55G	365.00	Pound	\$1.1000	\$401.50
4/29/2021	2232078-39 / MGT-32037 / COMPACT FLUORESCENT BULBS / 5G	120.00	Lamp (ea.)	\$0.5000	\$60.00
4/29/2021	2232078-39 / MGT-32037 / COMPACT FLUORESCENT BULBS / 30G	120.00	Lamp (ea.)	\$0.5000	\$60.00
4/29/2021	2232078-40 / MGT-43661 / SEALED LEAD ACID BATTERIES / 5G	75.00	Pound	\$1.1000	\$82.50
5/6/2021	2232078-1-1 / MGT-7659 / HOUSEHOLD HAZ WST NON REG LIQUIDS / Rolloff/Dump	12,540.00	Pound	\$1.1600	\$14,546.40
5/3/2021	2232078-2-1 / MGT-54367 / E-WASTE / Pallet	29,360.00	Pound	\$0.3800	\$11,156.80



Invoice Number: 387452
Invoice Date: 05/07/2021
Due Date: 06/06/2021
Customer #: PPW415A

Work Order #: 2232078

PO#:

Generator: Paducah and McCracken County Residents

Work Order Subtotal: \$46,795.70

59985.00 Pound(s)
4800.00 Lamp (ft.)(s)
240.00 Lamp (ea.)(s)
1.00 Container(s)

Invoice Total \$46,795.70

NON-HAZARDOUS WASTE MANIFEST

Please print or type (Form designed for use on 12 pitch typewriter)

NON-HAZARDOUS WASTE MANIFEST		3. Generator's US EPA ID No. KYCES00		Manifest Document No. 2232078		2. Page 1 of 5	
5. Generator's Name and Mailing Address Paducah and McCracken County Residents 650 Burnett Street Paducah, KY 42001 (270)444-8587							
4. Generator's Phone		6. US EPA ID Number PAR000521740		A. State Transporter's ID			
5. Transporter 1 Company Name American Transportation Solutions, LLC		7. Transporter 2 Company Name		B. Transporter 1 Phone (724)933-4100			
		8. US EPA ID Number		C. State Transporter's ID			
				D. Transporter 2 Phone			
9. Designated Facility Name and Site Address Clean Earth of Calvert City 1699 Shar-Cal Road Calvert City, KY 42029		10. US EPA ID Number KYD080073198		E. State Facility's ID			
				F. Facility's Phone (270)805-2105			
11. WASTE DESCRIPTION				12. Containers		13. Total Quantity	
				No. Type		14. UN No./NFPA	
				1. UN1950, Aerosols, flammable, (each not exceeding 1 L capacity), 2.1		1 CF 800/440	
				2. UN1060, Methyl acetylene and propadiene mixtures, stabilized, 2.1 (MAPP Gas Cylinder)		P	
				3. UN1057, Lighters [or] Lighter refills (containing flammable gas), 2.1		P	
4. UN1076, Propane, 2.1				5 CY 110		P	
15. Additional Descriptions of Materials Listed Above				16. Handling Codes for Wastes Listed Above			
1. ERG#128: MGT-7864 - HOUSEHOLD HAZ WASTE - AEROSOLS							
2. ERG#18F: MGT-32033 - MAPP GAS CYLINDER							
3. ERG#15: MGT-54401 - LIGHTERS							
4. ERG#15: MGT-7789 - HHW - PROPANE CYLINDERS							
17. Special Handling Instructions and Additional Information 24 Hour Emergency Number: (412) 842-9231							
16. GENERATOR'S CERTIFICATION: I hereby certify that the contents of this shipment are fully and accurately described and are in all respects in proper condition for transport. The materials described on this manifest are not subject to federal hazardous waste regulations.							
Printed/Typed Name William Shelton				Signature <i>William Shelton</i>		Date Month Day Year 7 28 21	
17. Transporter 1 Acknowledgment of Receipt of Materials				Signature <i>Stuart Workman</i>		Date Month Day Year 04 24 21	
Printed/Typed Name Stuart Workman				Signature		Date Month Day Year	
18. Transporter 2 Acknowledgment of Receipt of Materials				Signature		Date Month Day Year	
Printed/Typed Name				Signature		Date Month Day Year	
19. Discrepancy Indication Space							
20. Facility Owner or Operator: Certification of receipt of the waste materials covered by this manifest, except as noted in item 1B							
Printed/Typed Name Mike Miller				Signature <i>Mike Miller</i>		Date Month Day Year 4 28 21	

NON-HAZARDOUS WASTE

NON-HAZARDOUS WASTE MANIFEST (Continuation Sheet)		19. Generator ID Number KYCES00	20. Page 3	21. Waste Tracking Number 2232078
22. Generator's Name Paducah and McCracken County Residents				
23. Generator's Address 850 Burnett Street Paducah, KY 42001				
24. Transporter Company Name				U.S. EPA ID Number
25. Transporter Company Name				U.S. EPA ID Number
25. Waste Shipping Name and Description		26. Containers		27. Total Quantity
		No.	Type	
15. UN3265, Corrosive liquid, acidic, organic, n.o.s., 8, PG-II (Lab Pack)				
16. UN3267, Corrosive liquid, basic, organic, n.o.s., 8, PG-II (Lab Pack)		1	DF	90 Lbs
17. UN1760, Corrosive liquids, n.o.s., 8, PG-II		1	DF	5 X
18. UN3508, Mercury [contained in manufactured articles], 8 (6.1)		1	DP	35
19. NA2212, Asbestos, 8, PG-III				
20. UN3028, Batteries, dry, containing potassium hydroxide solid, 8 (NiCad Batteries)				
21. Non-RCRA solids, D.O.T. Non-regulated (Universal Waste Alkaline Batteries)		1	DP	310 200
22. UN2794, Batteries, wet, filled with acid, 8 (Lead Acid Batteries)		2	CW	1435 200
23. Non-RCRA solids, D.O.T. Non-regulated (Standard Fluorescent Bulbs)		67	CF	915 400
24. Non-RCRA solids, D.O.T. Non-regulated (CFL's)				
15. ERG#153: MGT-13182 - LAB PACKS 16. ERG#153: MGT-13182 - LAB PACKS 17. ERG#154: MGT-7663 - HOUSEHOLD 18. ERG#172: MGT-17609 - MERCURY 19. ERG#171: MGT-43892 - ASBESTOS 20. ERG#154: MGT-21481 - NICKEL CA 21. ERG#154: MGT-21481 - NICKEL CA 22. ERG#154: MGT-43661 - SEALED LE 23. MGT-21499 - STANDARD FLUORESC 24. MGT-32037 - COMPACT FLUORESC				
28. Transporter Acknowledgment of Receipt of Materials		Signature		Month Day Year
29. Transporter Acknowledgment of Receipt of Materials		Signature		Month Day Year
32. Discrepancy				

NON-HAZARDOUS WASTE MANIFEST (Continuation Sheet)		DESIGNATED FACILITY	
22. Date of Receipt 23. Manifest Number 24. Facility Name 25. Facility Address 26. Facility City/State/Zip 27. Facility Phone 28. Facility Fax 29. Facility Email 30. Facility Website		31. Transporter Name 32. Transporter Address 33. Transporter City/State/Zip 34. Transporter Phone 35. Transporter Fax 36. Transporter Email 37. Transporter Website	
38. Waste Shipment Name and Description 39. Waste Shipment Quantity 40. Waste Shipment Date 41. Waste Shipment Time 42. Waste Shipment Location 43. Waste Shipment Method 44. Waste Shipment Vehicle 45. Waste Shipment Driver 46. Waste Shipment Driver License 47. Waste Shipment Driver Address 48. Waste Shipment Driver City/State/Zip 49. Waste Shipment Driver Phone 50. Waste Shipment Driver Fax 51. Waste Shipment Driver Email 52. Waste Shipment Driver Website		53. Waste Shipment Name and Description 54. Waste Shipment Quantity 55. Waste Shipment Date 56. Waste Shipment Time 57. Waste Shipment Location 58. Waste Shipment Method 59. Waste Shipment Vehicle 60. Waste Shipment Driver 61. Waste Shipment Driver License 62. Waste Shipment Driver Address 63. Waste Shipment Driver City/State/Zip 64. Waste Shipment Driver Phone 65. Waste Shipment Driver Fax 66. Waste Shipment Driver Email 67. Waste Shipment Driver Website	
68. Waste Shipment Name and Description 69. Waste Shipment Quantity 70. Waste Shipment Date 71. Waste Shipment Time 72. Waste Shipment Location 73. Waste Shipment Method 74. Waste Shipment Vehicle 75. Waste Shipment Driver 76. Waste Shipment Driver License 77. Waste Shipment Driver Address 78. Waste Shipment Driver City/State/Zip 79. Waste Shipment Driver Phone 80. Waste Shipment Driver Fax 81. Waste Shipment Driver Email 82. Waste Shipment Driver Website		83. Waste Shipment Name and Description 84. Waste Shipment Quantity 85. Waste Shipment Date 86. Waste Shipment Time 87. Waste Shipment Location 88. Waste Shipment Method 89. Waste Shipment Vehicle 90. Waste Shipment Driver 91. Waste Shipment Driver License 92. Waste Shipment Driver Address 93. Waste Shipment Driver City/State/Zip 94. Waste Shipment Driver Phone 95. Waste Shipment Driver Fax 96. Waste Shipment Driver Email 97. Waste Shipment Driver Website	
98. Waste Shipment Name and Description 99. Waste Shipment Quantity 100. Waste Shipment Date 101. Waste Shipment Time 102. Waste Shipment Location 103. Waste Shipment Method 104. Waste Shipment Vehicle 105. Waste Shipment Driver 106. Waste Shipment Driver License 107. Waste Shipment Driver Address 108. Waste Shipment Driver City/State/Zip 109. Waste Shipment Driver Phone 110. Waste Shipment Driver Fax 111. Waste Shipment Driver Email 112. Waste Shipment Driver Website		113. Waste Shipment Name and Description 114. Waste Shipment Quantity 115. Waste Shipment Date 116. Waste Shipment Time 117. Waste Shipment Location 118. Waste Shipment Method 119. Waste Shipment Vehicle 120. Waste Shipment Driver 121. Waste Shipment Driver License 122. Waste Shipment Driver Address 123. Waste Shipment Driver City/State/Zip 124. Waste Shipment Driver Phone 125. Waste Shipment Driver Fax 126. Waste Shipment Driver Email 127. Waste Shipment Driver Website	

NON-HAZARDOUS WASTE MANIFEST

(Continuation Sheet)

22. Generator's Name
Paducah and McCracken County Residents

650 Burnett Street
Paducah, KY 42001

23. Transporter's Name
Company Name

24. Transporter's Name
Company Name

21. Waste Tracking Number
2232078

20. Page
5

19. Generator ID Number
KYCE300

U.S. EPA ID Number

U.S. EPA ID Number

25. Waste Receiving Name and Description
26. Container
27. Unit
28. Unit

35 U.N. 1950 Aerosols, Flammable
each not exceeding 12.1

36 U.N. 1978, propane 2.1

37 Non RCRA Solid DOT Non-Regulated
universal waste alkaline batteries

38 Non RCRA Liquids D.O.T. Non-Regulated
(used oil)

39 Non RCRA Solids D.O.T. Non-Regulated
compact bulbs

40 UN394 BATTERIES, WET, FLAMMABLE WITH
ACID, 8

29. Quantity	30. Container	31. Unit	32. Description
1	DR	135	
1	DR	129	
1	DR	50	
1	DR	150	
1	DR	250	
2	DR	89	
1	DR	75	

33. Remarks

34. Transporter's Name
Company Name

35. Transporter's Name
Company Name

Signature

Month Day Year

Month Day Year

Month Day Year

DESIGNATED FACILITY TO GENERATOR

70-BLC-0 6 10502 (Rev. 8/06)

TRANSPORTER

GENERATOR

NON-HAZARDOUS WASTE MANIFEST

Please print or type. (Form designed for use on site (12 pin) typewriter)

NON-HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No.

KYCESQG

Manifest Document No.

2232078-2

2. Page 1

3. Generator's Name and Mailing Address

Paducah and McCracken County Residents

850 Burnett Street
Paducah, KY 42001

4. Generator's Phone ()

5. Transporter 1 Company Name

American Transportation Solutions, LLC

7. Transporter 2 Company Name

6. US EPA ID Number

PAR000521740

8. US EPA ID Number

10. US EPA ID Number

KYD985073196

A. State Transporter's ID

B. Transporter 1 Phone ()

C. State Transporter's ID

D. Transporter 2 Phone ()

E. State Facility's ID

F. Facility's Phone

(270) 805-2105

9. Designated Facility Name and Site Address

Clean Earth of Calvert City
1880 Shar-Cal Road
Calvert City, KY 42020

11. WASTE DESCRIPTION

a. 1. Non-RCRA solids, D.O.T. Non-regulated (E-Waste)

ES

CW

24360
30,000

14. Unit Weight

P

D. Additional Descriptions of Materials Listed Above

1 MGT-54387 - E-WASTE

15. Special Handling Instructions and Additional Information

24 Hour Emergency Number: (412) 942-9241

H. Handling Codes for Wastes Listed Above

16. GENERATOR'S CERTIFICATION: I hereby certify that the contents of this shipment are fully and accurately described and are in of respect in proper condition for transport. The materials described on this manifest are not subject to federal hazardous waste regulations.

William Shelby
Printed/Typed Name
William Shelby

Signature

William Shelby

Date
Month Day Year
4 24 21

17. Transporter 1 Acknowledgment of Receipt of Materials

Printed/Typed Name
Stuart Workman

Signature

Stuart Workman

Date
Month Day Year
04 24 21

18. Transporter 2 Acknowledgment of Receipt of Materials

Printed/Typed Name

Signature

Date
Month Day Year

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of the waste materials covered by this manifest, except as noted in item 16.

Printed/Typed Name
[Signature]

Signature

[Signature]

Date
Month Day Year
5 03 21

NON-HAZARDOUS WASTE

GENERATOR

TRANSPORTER

FACILITY

NON-HAZARDOUS WASTE MANIFEST

Please print or type (Form designed for use on size 12 inch typewriter)

NON-HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No.

KYCESQG

Manifest Document No.

2232073-1

2. Page 1

of 1

3. Generator's Name and Mailing Address

Paducah and McCracken County Residents

650 Burnett Street

Paducah, KY 42001

(270)444-5567

4. Generator's Phone

5. Transporter 1 Company Name

American Transportation Solutions, LLC

7. Transporter 2 Company Name

6.

US EPA ID Number

PAR000521740

8.

US EPA ID Number

10.

US EPA ID Number

KYD085073198

A. State Transporter's ID

B. Transporter 1 Phone (724)933-4100

C. State Transporter's ID

D. Transporter 2 Phone

E. State Facility's ID

F. Facility's Phone

(270)605-2105

9. Designated Facility Name and Site Address

Clean Earth of Calvert City

1688 Shar-Cai Road

Calvert City, KY 42028

11. WASTE DESCRIPTION

12. Containers

No.

Type

13. Total Quantity

14. Unit (wt/vol)

1. Non-RCRA liquids, D.O.T. Non-regulated (Latex Paint)

1

CM

12540
15,000

P

G. Additional Descriptions of Materials Listed Above

1. MGT-7050 - HOUSEHOLD HAZ WST NON REG LIQUIDS

H. Handling Codes for Wastes Listed Above

15. Special Handling Instructions and Additional Information

24 Hour Emergency Number: (412) 942-9241

Q SD1046

16. GENERATOR'S CERTIFICATION: I hereby certify that the contents of this shipment are fully and accurately described and are in all respects in proper condition for transport. The materials described on this manifest are not subject to federal hazardous waste regulations.

Printed/Typed Name

William Shelby

Signature

William Shelby

Date

Month Day Year

4 24 21

Date

17. Transporter 1 Acknowledgment of Receipt of Materials

Printed/Typed Name

Joe Markov

Signature

Joe Markov

Month Day Year

04 24 21

Date

18. Transporter 2 Acknowledgment of Receipt of Materials

Printed/Typed Name

Signature

Month Day Year

19. Discrepancy Indication Space

20. Facility Owner or Operator Certification of receipt of the waste materials covered by this manifest, except as noted in item 19.

Printed/Typed Name

Steve Wines

Signature

Steve Wines

Date

Month Day Year

5 06 21

Date

ITEMS W/RECD

Agenda Action Form

Paducah City Commission

Meeting Date: June 22, 2021

Short Title: Authorize City Manager to Enact Temporary Downtown Street Closures to Allow for Outside Dining - **N HUTCHISON**

Category: Municipal Order

Staff Work By: Nicholas Hutchison, Katie Axt

Presentation By: Nicholas Hutchison

Background Information: In May of 2020, the City Commission authorized the City Manager to enact temporary street closures in the downtown area to allow for outside dining in conformance with Kentucky Healthy at Work Requirements. The closure of a portion of Market House Square was very popular and well received by businesses and citizens. The City plans to allow the program again through the summer and into fall of this year. This Municipal Order authorizes the City Manager to enact temporary downtown street closures to allow local businesses to expand their outside dining footprint.

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

If yes, please list the Commission Priority: Downtown

Communications Plan: Planning has met with downtown business owners and will continue to engage throughout the closure period.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve

Attachments:

1. temporary downtown street closures 2021 – Market House Square

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY,
AUTHORIZING THE CITY MANAGER TO ENACT CERTAIN TEMPORARY
STREET CLOSURES AND PARKING SPACE VACATIONS IN THE DOWNTOWN
AREA FOR THE PURPOSES OF ASSISTING LOCAL BUSINESSES TO EXPAND
THEIR OUTSIDE DINING AREA FOOTPRINT

WHEREAS, it is important to the city to support a vibrant downtown by
initiating programs that support local business and encourage local engagement; and

WHEREAS, the City of Paducah wishes to allow for additional outside
dining opportunities on the west side of the historic Market House Square.

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

SECTION 1. Recitals and Authorizations. The Board of Commissioners
hereby authorizes the City Manager to enact certain temporary street closures and parking
space vacations in the Downtown Area for the purpose of assisting local businesses to
expand their outside dining area footprint. Further, the City Manager is authorized to set
certain requirements for businesses operating temporary outside dining to ensure
compliance with all applicable ordinances and laws and take all steps necessary to ensure
the safety of citizens.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 22, 2021
Recorded by Lindsay Parish, City Clerk, June 22, 2021
\\mo\temporary downtown street closures 2021 – Market House Square

Agenda Action Form

Paducah City Commission

Meeting Date: June 22, 2021

Short Title: Approve Second Amendment to Lease Agreement with Cremation Society of Paducah, LLC - **M SMOLEN**

Category: Ordinance

Staff Work By: James Arndt

Presentation By: Michelle Smolen

Background Information: The City of Paducah entered into a Lease agreement with Evergreen Services of Paducah, LLC on December 16, 2008. The City then entered into an Amendment to the Lease agreement dated December 9, 2009, which provided an option to extend the term and authorized the assignment of the Lease from Evergreen to Cremation Society of Paducah, LLC.

This ordinance authorizes the Second Amendment to the Lease Agreement with Cremation Society of Paducah. The purpose of this amendment is to allow Cremation Society of Paducah, LLC to operate as a crematory, visitation and ceremonial funeral service establishment, and cremation garden. Specific language is required by state statute to allow for this type of operation. This amendment adds that specific language and restates the language added from the first amendment.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve a modification to the Lease Agreement with Cremation Society of Paducah adding language that allows them to operate as a crematory, visitation and ceremonial funeral service establishment, and cremation garden.

Attachments:

1. agree - second amend - crematorium 2021

ORDINANCE NO. 2021-_____**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO LEASE AGREEMENT WITH CREMATION SOCIETY OF PADUCAH, LLC**

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY AS FOLLOWS:

Section 1. Recitals and Authorization. The City hereby approves the Second Amendment to Lease Agreement between the City of Paducah, Kentucky and Cremation Society of Paducah, LLC in substantially the same form attached hereto as Exhibit A and made a part hereof, which Second Amendment allows Cremation Society of Paducah, LLC to operate as a crematory, visitation and ceremonial funeral service establishment, and cremation garden. It is further determined that it is necessary and desirable and in the best interest of the City to enter into this Second Amendment for the purposes therein specified, and the execution and delivery of this Second Amendment is hereby authorized and approved. The Mayor is hereby authorized to execute this Second Amendment with such changes not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the Mayor.

Section 2. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 4. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

Section 5. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor George Bray

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____, 2021
 Adopted by the Board of Commissioners, _____, 2021
 Recorded by Lindsay Parish, City Clerk, _____, 2021
 Published by *The Paducah Sun*, _____, 2021
 ORD\agree – second amend – crematorium 2021
 Prepared by Holly Homra

EXHIBIT A

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“Amendment”) is made this _____ day of _____, 2021, by and between the **CITY OF PADUCAH, KENTUCKY** (“Lessor”) and **CREMATION SOCIETY OF PADUCAH, LLC** (a Kentucky limited liability company, 226 North 4th Street, Paducah, Kentucky (“Lessee”).

WHEREAS, Lessor entered into a Lease Agreement (“Original Lease”) with Evergreen Services of Paducah, LLC (“Evergreen”) doing business under the assumed name of Roth Funeral Chapel, which Lease Agreement was dated December 16, 2008;

WHEREAS, Lessor and Evergreen entered into an Amendment to Lease Agreement (“Amendment”) dated December 9, 2009, which Amendment provided an option to extend the term and authorized the assignment of the Lease from Evergreen to Cremation Society of Paducah, LLC;

WHEREAS, Lessor and Evergreen entered into a Memorandum (“Memorandum”) on March 26, 2010 for the purpose of further defining the term of the Lease and identifying the leased property, which Memorandum is of record in Deed Book 1187, page 75, in the McCracken County Clerk’s Office; and

WHEREAS, Evergreen and Cremation Society of Paducah, LLC entered into an Assignment of Lease Agreement under which all of Evergreen’s rights title, and interest under the Original Lease, the Amendment, and the Memorandum, were assigned to Cremation Society of Paducah, LLC, as Lessee.

WHEREAS, Lessee intends to make certain alterations and improvements to the facility located upon the premises to ensure its compliance with all statutory requirements; and

WHEREAS, the Lessee and Lessor agree that certain additional lease modifications are needed in order for Lessee to effectively operate its business upon the leased property and the parties intend to make such modifications with this Second Amendment.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2 of the Original Lease is hereby deleted in its entirety and replaced with the following:

The premises shall be occupied and used by the Lessee as a crematory, visitation and ceremonial funeral service establishment,

and cremation garden. Lessee shall not have the right to sublease any portion of the premises. The premises shall not be used for any other purpose without the prior written consent of the City, which consent may be withheld at the sole discretion of the City.

The Lessee shall have the right to assign all of its right, title and interest under the Lease to an assignee subject to approval of the Lessor and provided the Assignee shall occupy and use the Premises as a crematory, visitation and ceremonial funeral service establishment, and cremation garden. Lessor hereby approves the assignment by Lessee of its right, title and interest under the Lease to Cremation Society of Paducah, LLC, a Kentucky limited liability company, 433 Monroe Street, Paducah, KY 42001.

2. Section 3 of the Original Lease is hereby deleted in its entirety and replaced with the following:

Lessee agrees to construct, at its expense with no capital outlay or contribution by the City, a building for a crematory of approximately 2,000 square feet (hereinafter the "Facility") on the premises, with future expansion to be approved by the City. The Facility will include garage, office space, observation room, refrigeration unit, crematory, visitation and ceremonial funeral service establishment, and cremation garden.

Lessee shall provide and install at its costs all furnishings, equipment and fixtures it deems necessary in connection with the operation of the Facility for the purposes as outlined in Section 2 above. Lessee will be responsible for all maintenance and repair of the premises, its facility, and associated areas including parking lots. All repairs, replacements, maintenance, and restoration required of Lessee shall be promptly commenced and diligently prosecuted to completion. All repairs and replacements shall be made in a good and workman like manner, and lessee shall use materials at least equal in quality to the replaced materials when new.

In the event that Lessee fails to promptly effectuate any repair or maintenance which it has assumed herein within a reasonable time from when such need arose, or to timely pay and satisfy any cost or expense relating thereto, the City may, at its option, and in addition to any other remedy the City may have, effectuate such restoration or repair or maintenance, or pay and satisfy the costs and expenses, with all costs of such restoration, repair, maintenance or payments made to be the sole responsibility of Lessee. Upon demand, Lessee shall pay promptly to the City all costs incurred for such repair, maintenance or payments made for same. Any unpaid cost and expense incurred by the City shall accrue interest at the legal rate of eight percent (8%).

3. All other terms and provisions, and conditions of the Lease, including the Original Lease, Amendment, and Memorandum, shall remain in full force and effect and shall be binding upon the parties hereto.

IN WITNESS WHEREOF, this Second Amendment was executed as of the date first above written.

ATTEST:

By: _____

ATTEST:

By: _____

**CREMATION SOCIETY OF
PADUCAH, LLC**

By: _____
David Godfrey, Managing Partner

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

Agenda Action Form

Paducah City Commission

Meeting Date: June 22, 2021

Short Title: Approve an FY21 Budget Amendment in an amount of \$2.9 million to be used as match funds for the US Army Corps of Engineers Floodwall Project - **J PERKINS**

Category: Ordinance

Staff Work By: Jonathan Perkins, James Arndt, Lindsay Parish

Presentation By: Jonathan Perkins

Background Information: The City of Paducah entered into a Project Partnership Agreement with the United States Army Corps of Engineers for reconstruction of the City of Paducah's Local Flood Protection Project by adoption of Ordinance No. 2017-05-8484. The City of Paducah anticipates that an amount of \$2,900,000 will be necessary for the remaining cash and in-kind match pursuant to the Project Partnership Agreement. This ordinance authorizes the transfer of \$2,900,000 from the FY2021 General Fund Reserve to the Floodwall Cash Match (FW0016) Project Account for use as in-kind and cash match for the project.

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

If yes, please list the Commission Priority: Stormwater

Communications Plan:

Funds Available: Account Name: Floodwall Cash Match Project Account

Account Number: FW0016 (I/F Transfer General Fund)

Staff Recommendation: Approve an amendment to the FY2021 budget to re-appropriate \$2,900,000 from the FY21 General Fund Reserve to the Floodwall Cash Match (FW0016) Project Account.

Attachments:

1. budget amend 2020-21 - June 2021

ORDINANCE NO. 2021-____ - _____

AN ORDINANCE AMENDING ORDINANCE NO. 2020-6-8641, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2020, THROUGH JUNE 30, 2021, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.”

WHEREAS, the City of Paducah entered into a Project Partnership Agreement with the United States Army Corps of Engineers for reconstruction of the City of Paducah’s Local Flood Protection Project by adoption of Ordinance No. 2017-05-8484; and

WHEREAS, the City of Paducah anticipates that an amount of \$2,900,000 will be necessary for the remaining cash and in-kind match pursuant to the Project Partnership Agreement; and

WHEREAS, KRS prohibits expenses to exceed the budget in any department and it is therefore necessary to amend the City’s FY2021 budget.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2020, and ending June 30, 2021, as adopted by Ordinance No. 2020-6-8641, be amended by the following re-appropriations:

- Transfer \$2,900,000 from the FY2021 General Fund Reserve to the Floodwall Cash Match (FW0016) Project Account.

SECTION 2. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\\finance\\budget amend 2020-21 - June 2021

Agenda Action Form

Paducah City Commission

Meeting Date: June 22, 2021

Short Title: Approve the Fiscal Year 2022 Budget - **J PERKINS**

Category: Ordinance

Staff Work By: Jonathan Perkins, kamra davenport, Audra Herndon

Presentation By: James Arndt, Jonathan Perkins

Background Information: The FY2022 budget ordinance adopts the plan for revenues and expenditures for the City of Paducah, Kentucky for the fiscal year ending June 30, 2022.

The proposed Fiscal Year 2022 budget...

1. Includes all annual debt service payment obligations;
2. Includes a 2.5% wage adjustment as contractually obligated for IAFF, FOP, and AFSCME, and a 2.5% increase for non-represented employees;
3. Allows for the minimum 10% General Fund reserve requirement;
4. Utilizes 'unreserved cash balances' from the General Fund (\$3.7 million);
5. Includes the State mandated 12% pension contribution increase;
6. Includes appropriations for several outside agencies;
7. Assumes a 4% increase in real estate property tax levy (to be voted on in separate tax levy ordinance in fall of 2021)

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

If yes, please list the Commission Priority: The Commission Priorities were taken into consideration throughout the budget process.

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Recommend the BOC approve the FY2022 budget proposal

Attachments:

1. Ordinance original, July 1, 2021
2. Ordinance original, July 1, 2021 - Fund Types
3. Ordinance original, July 1, 2021 - publication

ORDINANCE NO. 2021-06-

AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2021, THROUGH JUNE 30, 2022, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.

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

WHEREAS, the Board of Commissioners has reviewed and discussed the proposed Annual Operating Budget and desires to adopt it for Fiscal Year 2022.

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

Section 1. The Annual Operating Budget for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022, including all sources of estimated revenues and appropriations for all City funds as set forth in Exhibit Number 1 attached hereto is hereby adopted.

Section 2. The balance of all capital construction, renovation, improvement projects, and grants currently approved and/or nearing completion are hereby approved for re-appropriation and carry over for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022.

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

A. The General Fund's minimum undesignated cash balance shall be 10% of the General Fund's budgeted appropriations. The Investment Fund's minimum undesignated cash balance shall be 10% of the Investment Fund's budgeted appropriations. The Solid Waste Fund's minimum unreserved cash balance shall be 10% of the Solid Waste's budgeted operating expenses. The Debt Service Fund's minimum cash balance shall be not less than \$400,000.

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

C. Appropriations designated as Commission contingency shall be obligated upon approval by the City Commission by Municipal Order.

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

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

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

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

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

I. The City will continue to maintain the Appointive Employees Pension Fund (AEPF) in a fully funded status through sound financial management and/or annual General Fund transfers as designated in the budget document. The AEPF may be combined with the PFPF should it be determined, by the Finance Director, that such a combination is administratively more effective and/or financially prudent.

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

K. The City will provide to all eligible employees up to a \$727 per month credit (for the months of July - December 2021) to be applied to the Comprehensive Health Insurance Benefit Plan (Cafeteria Plan) as directed by the employee. In January 2022, this monthly credit may be adjusted by the Board of Commissioners as recommended by the City Manager or his designee.

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

M. The Oak Grove Cemetery (PF0048) project will be funded in the following manner: 20% of all cemetery lot sales, and 5% of all cemetery crypt sales will be credited to the project. Proceeds are to be used solely for the general care, maintenance, and embellishments of the cemetery.

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

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

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, June 8, 2021
Adopted by the Board of Commissioners, June 22, 2021
Recorded by Lindsay Parish, City Clerk, July ____, 2021
Published by The Paducah Sun,
ORD\FINANCE\Budget FY2022

City of Paducah
Annual Operating Budget for All Funds and Categories of Government
Estimated Appropriations & Expenditures
FY2022 (July 1, 2021 to June 30, 2022)
Exhibit No. 1

	General Fund	Special Revenues	Capital Projects	Debt Service	Enterprise Funds	Internal Service	Trust Funds	Total
Sources:								
Fines	\$ 83,500	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 113,500
Grants	805,000	1,244,315	-	0	53,500	-	-	2,102,815
Interest Income	140,000	126,100	-	4,500	20,000	15,000	100,050	405,650
Bond Proceeds	-	0	-	-	-	-	-	0
Charges for Service	739,060	30,000	-	-	4,618,520	5,342,545	0	10,730,125
Other Fees	54,800	-	-	-	0	-	1,000	55,800
Occupational License	25,703,500	6,000,000	-	654,560	-	-	-	32,358,060
Permits & Fees	578,000	-	-	-	5,000	-	-	583,000
Property Rent	428,325	279,410	-	0	21,000	1,011,500	-	1,740,235
Property Taxes	7,558,500	-	-	-	-	-	-	7,558,500
Recreation Fees	106,500	-	-	-	-	-	-	106,500
Sales	21,300	-	-	-	85,000	25,000	260,000	391,300
Other Taxes	-	1,151,000	-	-	-	-	-	1,151,000
Total	\$ 36,218,485	\$ 8,860,825	\$ -	\$ 659,060	\$ 4,803,020	\$ 6,394,045	\$ 361,050	\$ 57,296,485
Fund Transfers In	\$ 489,295	\$ 2,317,985	\$ 1,435,000	\$ 2,985,950	\$ 51,740	\$ 221,870	\$ 323,665	\$ 7,825,505
Total Sources	\$ 36,707,780	\$ 11,178,810	\$ 1,435,000	\$ 3,645,010	\$ 4,854,760	\$ 6,615,915	\$ 684,715	\$ 65,121,990
Expenditures:								
Administration	\$ 2,030,365	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 2,430,365
Finance	1,284,750	1,750,130	-	3,640,640	-	6,807,370	-	13,482,890
Information Technology	924,250	-	-	-	-	-	-	924,250
Customer Experience	486,290	-	-	-	-	-	-	486,290
Planning	752,905	-	395,000	-	-	-	-	1,147,905
Police	11,852,260	90,800	-	-	-	-	-	11,943,060
Fire	10,076,500	-	110,000	-	-	-	-	10,186,500
Public Works	4,649,010	1,402,000	200,000	-	6,104,240	619,370	-	12,974,620
Parks	3,507,865	-	330,000	-	132,765	-	-	3,970,630
Cable Authority	85,945	-	-	-	-	-	-	85,945
Human Rights	17,030	-	-	-	-	-	-	17,030
Engineering	1,693,485	-	-	-	-	-	-	1,693,485
Human Resources	499,915	-	-	-	-	-	-	499,915
Investment Fund	-	1,041,480	-	-	-	-	-	1,041,480
E911	-	2,313,380	-	-	-	-	-	2,313,380
Solid Waste	-	-	-	-	-	-	-	0
Pensions	-	-	-	-	-	-	1,100,825	1,100,825
Fund Transfers Out	2,522,605	4,873,785	-	-	359,115	70,000	-	7,825,505
Total Expenditures	\$ 40,383,175	\$ 11,471,575	\$ 1,435,000	\$ 3,640,640	\$ 6,596,120	\$ 7,496,740	\$ 1,100,825	\$ 72,124,075
Reserves Utilized	\$ (3,675,395)	\$ (292,765)	\$ -	\$ 4,370	\$ (1,741,360)	\$ (880,825)	\$ (416,110)	\$ (7,002,085)

<u>FUNDS</u>	<u>APPROPRIATIONS</u>
GENERAL	\$ 40,383,175
MAP	1,402,000
INVESTMENT	5,274,565
CDBG	600,000
E911	2,459,800
COURT AWARDS	90,800
ROOM TAX	1,000,000
DEBT	3,640,640
CIP	1,435,000
BOND FUND	0
SOLID WASTE	6,463,355
SECTION 8	0
TRANSIENT BOAT DOCK	104,715
CIVIC CENTER	28,050
RENTAL	132,210
RADIO DEPR	512,200
FLEET MAINTENANCE	619,370
FLEET LEASE TRUST	1,865,895
INSURANCE	1,401,875
HEALTH INSURANCE	3,609,600
AEPF	13,700
PFPF	1,011,805
OTHER TRUSTS	<u>75,320</u>
	<u>\$ 72,124,075</u>