



Amended 6/22/20

**CALLED CITY COMMISSION MEETING  
AGENDA FOR JUNE 24, 2020  
5:30 PM  
VIDEO TELECONFERENCE MEETING**

*Any member of the public who wishes to make comments to the Board of Commissioners is asked to fill out a Public Comment Sheet and return to the City Clerk's Office no later than 3:30 p.m. on the day of the Commission Meeting. The Mayor will call on you to speak during the Public Comments section of the Agenda.*

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**DELETIONS**

*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.*

	<b>I.</b>	<b><u>CONSENT AGENDA</u></b>
	A.	Approve Minutes for June 9, 2020
	B.	Receive & File Documents
	C.	Reappointment of Bill Bone, Stewart Tom Shoulta and Fay Kimmins to the Paducah-McCracken County Senior Citizens, Inc. Board
	D.	Reappointment of Phyllis Clymer to the Civic Beautification Board
	E.	Personnel Actions
	F.	Approve Short Form Agreement with HDR Engineering in an amount of \$40,000 for Professional Grant Writing Assistance Services for Sprocket Makerspace - <b>J ARNDT</b>
	G.	Adopt the Updated FY2021 Pay Grade Schedule - <b>S SUAZO</b>
	H.	Adopt the Updated FY 2021 Position & Pay Schedule - <b>S SUAZO</b>
	I.	Approve the Proposal for a Change in the Group Life Insurance with Anthem - <b>S SUAZO</b>
	J.	Approve Tyler Technologies ERP Contract Amendment Change Order - <b>M SMOLEN</b>
	K.	Approval of Contract with Greater Paducah Economic Development Council

			for July 1, 2020 through June 30, 2021, in the amount of \$250,000 - <b>J ARNDT</b>
	<b>II.</b>	<b><u>ORDINANCE(S) - ADOPTION</u></b>	
		A. Intent to Annex 1815 Olivet Church Road, 6215 Blandville Road and 5269 Hinkleville Road - <b>T TRACY</b>	
		B. City of Paducah, Kentucky's Fiscal Year 2020-2021 Budget Adoption - <b>J PERKINS</b>	
	<b>III.</b>	<b><u>ORDINANCE(S) - INTRODUCTION</u></b>	
		A.	Approve Sale of 5400 Commerce Drive to KSR Legacy Investment, Corp. - <b>J ARNDT</b>
	<b>IV.</b>	<b><u>DISCUSSION</u></b>	
		A.	<u>Reopening Playgrounds &amp; Basketball Courts</u>
	<b>V.</b>	<b><u>COMMENTS</u></b>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	<b>VI.</b>	<b><u>EXECUTIVE SESSION</u></b>	

June 9, 2020

At a Regular Meeting of the Board of Commissioners, held on Tuesday, June 9, 2020, at 5:30 p.m., Mayor Brandi Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

In order to keep the Commission and public safe in the midst of the COVID-19 outbreak and in accordance with Kentucky Executive Order 2020-243, all members of the Board of Commissioners participated using video teleconferencing. Further, this meeting was not open to the public. The public was invited to view the meeting on YouTube at <https://www.youtube.com/user/paducahkygov> or on the government access channel Government 11 (Comcast channel 11).

**INVOCATION**

Mayor Harless read a prayer authored by Archbishop Oscar Ramero.

**PLEDGE OF ALLEGIANCE**

Commissioner Abraham led the pledge.

**ADDITIONS/DELETIONS**

The City Manager stated that one item will be added to the agenda - a Municipal Order for the First Amendment to the Memorandum of Understanding between Sprocket and the City of Paducah.

**CONSENT AGENDA**

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

I(A)	Approve Minutes for the May 26, 2020 Called Budget Meeting and the May 26, 2020 Regular Meeting.
I(B)	Receive and File Documents:  <i>Minute File:</i> <ol style="list-style-type: none"><li>1. Notice of Called Joint Meeting – Board of Commissioners of City of Paducah and McCracken County Fiscal Court – May 20, 2020 5:00 p.m. (virtual meeting)</li><li>2. Notice of Called Meeting of the Board of Commissioners of the City of Paducah – May 26, 2020 4:30 p.m. (virtual meeting)</li></ol> <i>Contract File:</i> <ol style="list-style-type: none"><li>1. Agreement between The City of Paducah and Jim Smith Contracting – 24<sup>th</sup> Street Bridge Rehab Project - \$249,726.50 – <b>ORD 2020-05-8636</b></li><li>2. Contract between the City of Paducah and Systems Solutions – City Hall Security – \$38,910.23 - <b>MO #2305</b></li><li>3. Agreement with Strand Associates for General Stormwater Assistance Services (executed by City Manager)</li></ol> <i>Financials File:</i> <ol style="list-style-type: none"><li>1. Paducah Water – April 2020</li></ol> <i>Bids:</i>

June 9, 2020

	<ol style="list-style-type: none"><li>1. Peck Addition – Education Park and Memorial<ol style="list-style-type: none"><li>a. Youngblood Excavating</li><li>b. M. P. Lawson</li><li>c. Adams Construction</li></ol></li></ol> <p><i>Proposals:</i></p> <ol style="list-style-type: none"><li>1. Indoor Aquatics and Recreation Facility RFPs:<ol style="list-style-type: none"><li>a. Health Fitness Corporation</li><li>b. Risk Management Services Corporation</li><li>c. Sports Facilities Management LLC</li><li>d. Swim Club Management Group</li><li>e. USA Management</li></ol></li></ol>
I(C)	Reappointment of Justin Hancock and Debra Stone to the Paducah-McCracken County Joint Sewer Agency. Said terms shall expire June 30, 2024
I(D)	Personnel Actions
I(E)	A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A 2020 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 ( <b>MO #2345, BK 11</b> )
I(F)	A MUNICIPAL ORDER AUTHORIZING THE CITY OF PADUCAH PLANNING DEPARTMENT TO APPLY FOR A 2020 U.S. BULLETPROOF VEST PARTNERSHIP GRANT IN AN AMOUNT OF \$5,506.90 THROUGH THE U.S. DEPARTMENT OF JUSTICE FOR USE BY THE POLICE DEPARTMENT ( <b>MO #2346, BK 11</b> )

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

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

### **MUNICIPAL ORDER**

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN SPROCKET, INC. AND THE CITY OF PADUCAH FOR THE CONSTRUCTION OF A CO-WORKING AND BUSINESS START-UP INCUBATOR.” (**MO #2347; BK 11**)

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

June 9, 2020

**ORDINANCE - ADOPTION**

**CLOSURE OF AN ALLEY BETWEEN 1420 MARTIN LUTHER KING JR. DRIVE AND 1415 HARRISON STREET AND THE DEDICATION OF A NEW ALLEY BETWEEN 1400 MARTIN LUTHER KING JR. DRIVE AND 1401 HARRISON STREET**

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE PROVIDING FOR THE CLOSING OF A PORTION OF AN ALLEY BETWEEN 1420 MARTIN LUTHER KING JR. DRIVE & 1415 HARRISON STREET AND THE DEDICATION OF A NEW ALLEY BETWEEN 1400 MARTIN LUTHER KING JR. DRIVE & 1401 HARRISON STREET AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME.” This ordinance is summarized as follows: The City of Paducah does hereby authorize the closure of a portion of an alley between 1420 Martin Luther King Jr. Drive and 1415 Harrison Street, and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City to the property owners in or abutting the public ways to be closed. Further, this ordinance authorizes the dedication of a new alley between 1400 Martin Luther King Jr. Drive and 1401 Harrison Street and authorizes the Mayor to execute all documents relating to same.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless. (5) **(ORD 2020-06-8639; BK 36)**

**ORDINANCE – INTRODUCTION**

**CITY OF PADUCAH, KENTUCKY’S FISCAL YEAR 2020-2021 BUDGET ADOPTION**

Mayor Harless 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, 2020, THROUGH JUNE 30, 2021, 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, 2020, through June 30, 2021, by estimating revenues and resources and appropriating funds for the operation of City Government at \$106,337,340, and summarized by fund as follows:

<b>FUNDS</b>	<b>APPROPRIATIONS</b>
GENERAL	\$35,888,465
MAP	1,471,000
INVESTMENT	5,113,560
CDBG	200,000
E911	2,205,665
COURT AWARDS	70,750
DEBT	4,470,945
CIP	21,073,075
BOND FUND	19,756,000
SOLID WASTE	5,928,250

June 9, 2020

SECTION 8	93,825
TRANSIENT BOAT DOCK	105,605
CIVIC CENTER	85,600
RENTAL	132,210
RADIO DEPR	888,485
FLEET MAINTENANCE	594,225
FLEET LEASE TRUST	1,999,000
INSURANCE	1,437,405
HEALTH INSURANCE	3,729,000
AEPF	13,625
PFPF	1,011,350
OTHER TRUSTS	69,300
	<b>\$106,337,340</b>

### **COMMENTS FROM CITY MANAGER**

- City Hall will be opening to the public in a limited capacity on Monday, June 15, 2020. Guidelines will go out for said opening. The first hour of opening (8 a.m. to 9 a.m.) will be dedicated to high risk citizens.
- Farmers' Market will open on Saturday, June 13, 2020.
- Thanked everyone for their hard work on the FY2021 budget.

### **COMMENTS FROM THE MAYOR**

NRE has announced an expansion of their existing business. She has heard several compliments about Fire Prevention creating a good partnership with NRE for this expansion.

### **EXECUTIVE SESSION**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners go into closed session for discussion of matters pertaining to the following topics:

- Future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810 (1)(b)
- Proposed or pending litigation, as permitted by KRS 61.810(1)(c);

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

### **RECONVENE IN OPEN SESSION**

Harless offered motion, seconded by Commissioner Wilson, that the Paducah Board of Commissioners reconvene in open session.

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

June 9, 2020

**ADJOURN**

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

Meeting ended at approximately 6:32 p.m.

ADOPTED: June 24, 2020

---

Brandi Harless, Mayor

ATTEST:

---

Lindsay Parish, City Clerk

June 24, 2020

Contract File:

1. Caronavirus Emergency Supplemental Funding Grant – DOJ - \$36,344 (**MO #2343**)
2. Amendment No. 1 to Memorandum of Understanding with Sprocket, Inc. (**MO # 2347**)

CITY OF PADUCAH  
June 24, 2020

---

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

*Michelle Smolen*

---

City Manager's Office

6/18/2020

---

Date

**CITY OF PADUCAH  
PERSONNEL ACTIONS  
June 24, 2020**

**PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS**

	<b><u>PREVIOUS POSITION AND BASE RATE OF PAY</u></b>	<b><u>CURRENT POSITION AND BASE RATE OF PAY</u></b>	<b><u>NCS/CS</u></b>	<b><u>FLSA</u></b>	<b><u>EFFECTIVE DATE</u></b>
<b><u>CITY CLERK / CX</u></b>					
Sherwood, Alexandra	Customer Experience Rep. \$17.43/hr	Customer Experience Rep. \$17.87/hr	NCS	Non-Ex	July 2, 2020
Warmath, Christopher (Justin)	Customer Experience Rep. \$17.43/hr	Customer Experience Rep. \$17.87/hr	NCS	Non-Ex	July 2, 2020
<b><u>PARKS &amp; REC</u></b>					
Lesniewski, Lawrence	Recreation Leader \$11.16/hr	Park Ranger \$10.00/hr	NCS	Non-Ex	June 18, 2020

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: June 24, 2020

**Short Title:** Approve Short Form Agreement with HDR Engineering in an amount of \$40,000 for Professional Grant Writing Assistance Services for Sprocket Makerspace - **J ARNDT**

**Category:** Municipal Order

Staff Work By: James Arndt, Lindsay Parish

Presentation By: James Arndt

**Background Information:** On June 9, 2020, the City Commission approved Amendment No. 1 to the Memorandum of Understanding with Sprocket, Inc.. Said Amendment set forth the respective responsibilities of Sprocket and the City for the construction of a Co-Working and Business Start-up Incubator in Paducah. The City committed to contribute in an amount of \$40,000 for grant writing assistance for the Cares Act FY 2020 Economic Development Administration (EDA) Public Works and Economic Adjustment Assistance Program. This grant will provide for a large portion of the funding for the project.

The City now desires to enter into a Short Form Agreement with HDR Engineering for professional grant writing assistance for the Economic Development Administration (EDA) application for the Sprocket Makerspace and completion of a Feasibility Study and Environmental Assessment. This Short Form Agreement will be in the amount of \$40,000 plus reimbursable expenses.

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

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

**Funds Available:** Account Name: Services Other (Sprocket Grant Match)

Account Number: 2400 0401 523070

**Staff Recommendation:** Approve a Municipal Order to enter into the Short Form Agreement with HDR Engineering.

**Attachments:**

1. Municipal Order & Agreement

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A SHORT FORM AGREEMENT WITH HDR ENGINEERING, INC. IN AN AMOUNT OF \$40,000 FOR PROFESSIONAL SERVICES RELATED TO GRANT WRITING ASSISTANCE, FEASIBILITY STUDY AND ENVIRONMENTAL ASSESSMENT FOR THE SPROCKET MAKERSPACE

WHEREAS, on June 9, 2020, the City Commission authorized Amendment No. 1 to the Memorandum of Understanding with Sprocket, Inc. in which the City authorized a contribution of \$40,000 for grant writing assistance for the Economic Development Administration (EDA) Cares Act Economic Adjustment Assistance Program; and

WHEREAS, the City now desires to enter into an Agreement with HDR Engineering, Inc. for professional grant writing services for the EDA Cares Act Economic Adjustment Assistance Program application.

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

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute the Short Form Agreement with HDR Engineering, Inc., in substantially the form attached hereto and made a part hereof, in an amount of \$40,000 plus reimbursable expenses.

SECTION 2. This expenditure will be charged to the Services Other (Sprocket Grant Match) Account No. 2400 0401 523070 provided that budgeted funds from the FY21 budget are so adopted.

SECTION 3. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Municipal Order are, to the extent of such conflict, hereby repealed and the provisions of this Municipal Order shall prevail and be given effect.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 24, 2020  
Recorded by Lindsay Parish, City Clerk, June 24, 2020  
\mo\agree – HDR EDA Grant Writing Sprocket

**SHORT FORM AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **CITY OF PADUCAH, KENTUCKY** (“OWNER”), with offices 300 South 5<sup>th</sup> Street, Paducah, KY 42003, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as **SPROCKET EDA GRANT** (“Project”);

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on a Lump Sum basis. The amount of the lump sum is **Forty Thousand Dollars (\$40,000)**.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

**SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

**SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF PADUCAH, KENTUCKY  
"OWNER"

BY: \_\_\_\_\_

NAME: Brandi Harless

TITLE: Mayor

ADDRESS: 300 South 5<sup>th</sup> Street  
Paducah, KY 42003

HDR ENGINEERING, INC.  
"ENGINEER"

BY: \_\_\_\_\_

NAME: Ben R. Edelen, PE, PLS

TITLE: Sr. Vice President/Area Mgr

ADDRESS: 2517 Sir Barton Way  
Lexington, KY 40509

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The scope of work for HDR includes the following services:

- Assist the City of Paducah in preparation of an Economic Development Administration (EDA) application for Sprocket Makerspace. The total grant application will be \$1.2 million. Sprocket Makerspace is a non-profit startup focused on developing innovative programs for education, entrepreneurship, and community learning.
- HDR will perform an environmental assessment for the subject property located at 3121 Broadway, Paducah, KY. The environmental assessment will accompany the grant application.
- HDR will perform a Feasibility Study to accompany the grant application. The Feasibility Study will analyze the economic development project. This study will help determine whether the market will support the proposed activity.
- HDR's scope of work does not include any grant administration services.

Services to begin upon authorization from OWNER and completed prior to December 31, 2020.

**EXHIBIT B**

**TERMS AND CONDITIONS**

# HDR Engineering, Inc. Terms and Conditions for Professional Services

## 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

## 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

## 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

## 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those

set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

## 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

## 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

## 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

## 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

#### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral

understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

**17. ALLOCATION OF RISK**

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

**18. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

**19. NO THIRD PARTY BENEFICIARIES**

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

**20. UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

**21. UNMANNED AERIAL SYSTEMS**

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

**22. OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

**23. FORCE MAJEURE**

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: June 24, 2020

Short Title: Adopt the Updated FY2021 Pay Grade Schedule - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Stefanie Suazo

**Background Information:** Staff is recommending the Commission adopt a new Pay Grade Schedule to reflect the approved cost of living adjustments. It is also a clean-up and audit reflecting the correct and current position titles at this time.

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

If yes, please list the Action Step Item Codes(s): To assist in recruiting and retaining employees.

Funds Available:   Account Name:  
                                  Account Number:

Staff Recommendation: Adopt the updated Pay Grade Schedule

Attachments:

1.    Municipal Order
2.    pay grade schedule-FY2020-2021

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ADOPTING THE FY2020-2021 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

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

WHEREAS, in order to implement the changes it is necessary to adopt the FY2020-2021 Pay Grade Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby adopts the FY2020-2021 Pay 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.

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 24, 2020

Recorded by Lindsay Parish, City Clerk, June 24, 2020

\\mo\pay grade schedule-FY2020-2021 6-2020

pay grade schedule is saved in excel as pay grade schedule-FY2020-2021

FY 2020 - 2021  
PAY GRADE SCHEDULE

June 24, 2020

		New Hire Range		Market Range		Premium Range
Title	Pay Grade	Beginning -1st	2nd Qtr	Mid-Point	3rd Qrt	4th Premium
Firefighter (Appointee)	A	\$ 26,049	\$ 28,955	\$ 31,868	\$ 34,826	\$ 37,786
Account Clerk	B	\$ 27,188	\$ 30,368	\$ 33,454	\$ 36,516	\$ 39,575
Admin Asst I	B	\$ 27,188	\$ 30,368	\$ 33,454	\$ 36,516	\$ 39,575
Accounts Payable Clerk	C	\$ 28,733	\$ 31,930	\$ 35,127	\$ 38,415	\$ 41,701
Admin Asst II	C	\$ 28,732	\$ 31,930	\$ 35,127	\$ 38,415	\$ 41,701
Admin Assistant 911	C	\$ 28,732	\$ 31,930	\$ 35,127	\$ 38,415	\$ 41,701
Assistant Recreation Specialist	C	\$ 28,732	\$ 31,930	\$ 35,127	\$ 38,415	\$ 418
Code Enforcement Assistant	C	\$ 28,732	\$ 31,930	\$ 35,127	\$ 38,415	\$ 418
Evidence Technician I	C	\$ 28,732	\$ 31,930	\$ 35,127	\$ 38,415	\$ 41,701
Laborer	C	\$ 28,732	\$ 31,930	\$ 35,127	\$ 38,415	\$ 41,701
Permit Specialist	C	\$ 28,732	\$ 31,930	\$ 35,127	\$ 38,415	\$ 41,701
Records Clerk I	C	\$ 28,732	\$ 31,930	\$ 35,127	\$ 38,415	\$ 41,701
Revenue Technician	C	\$ 28,732	\$ 31,930	\$ 35,127	\$ 38,415	\$ 41,701
ROW Maintenance Person	C	\$ 28,732	\$ 31,930	\$ 35,127	\$ 38,415	\$ 41,701
Solid Waste Truck Driver	C	\$ 28,732	\$ 31,930	\$ 35,127	\$ 38,415	\$ 41,701
Administrative Asst III	D	\$ 30,073	\$ 33,478	\$ 36,884	\$ 40,242	\$ 43,600
Records Clerk II	D	\$ 30,073	\$ 33,478	\$ 36,884	\$ 40,242	\$ 43,600
Concrete Finisher	E	\$ 31,638	\$ 35,184	\$ 38,727	\$ 42,282	\$ 45,836
Customer Experience Representative	E	\$ 31,638	\$ 35,184	\$ 38,727	\$ 42,282	\$ 45,836
Equipment Operator	E	\$ 31,638	\$ 35,184	\$ 38,727	\$ 42,282	\$ 45,836
Firefighter	E	\$ 31,638	\$ 35,184	\$ 38,727	\$ 42,282	\$ 45,836
Maintenance Technician	E	\$ 31,638	\$ 35,184	\$ 38,727	\$ 42,282	\$ 45,836
Permit Technician	E	\$ 31,638	\$ 35,184	\$ 38,727	\$ 42,282	\$ 45,836
Recreation Specialist	E	\$ 31,638	\$ 35,184	\$ 38,727	\$ 42,282	\$ 45,836
Records Clerk III	E	\$ 31,638	\$ 35,184	\$ 38,727	\$ 42,282	\$ 45,836
Traffic Tech	E	\$ 31,638	\$ 35,184	\$ 38,727	\$ 42,282	\$ 45,836
Asst. City Clerk	F	\$ 33,203	\$ 36,934	\$ 40,665	\$ 44,423	\$ 48,184
Cemetery Sexton	F	\$ 33,203	\$ 36,935	\$ 40,665	\$ 44,424	\$ 48,184
Compost Equipment Operator	F	\$ 33,203	\$ 36,935	\$ 40,665	\$ 44,424	\$ 48,184
Evidence Tech II	F	\$ 33,203	\$ 36,935	\$ 40,665	\$ 44,424	\$ 48,184
Executive Asst I	F	\$ 33,203	\$ 36,935	\$ 40,665	\$ 44,424	\$ 48,184
Firefighter Relief Driver	F	\$ 33,203	\$ 36,935	\$ 40,665	\$ 44,424	\$ 48,184
Floodwall Operator	F	\$ 33,203	\$ 36,935	\$ 40,665	\$ 44,424	\$ 48,184
Telecommunicator	F	\$ 33,203	\$ 36,935	\$ 40,665	\$ 44,424	\$ 48,184
Terminal Agency Coordinator	F	\$ 33,203	\$ 36,935	\$ 40,665	\$ 44,424	\$ 48,184
Code Enforcement Officer I	G	\$ 34,880	\$ 38,788	\$ 42,698	\$ 46,614	\$ 50,531
Fleet Mechanic I	G	\$ 34,880	\$ 38,788	\$ 42,698	\$ 46,614	\$ 50,531
HR Generalist	G	\$ 34,880	\$ 38,788	\$ 42,698	\$ 46,614	\$ 50,531
911 Shift Supervisor	H	\$ 36,557	\$ 40,694	\$ 44,637	\$ 48,913	\$ 52,992
Fire Lieutenants	H	\$ 36,557	\$ 40,694	\$ 44,637	\$ 48,913	\$ 52,992
Help Desk Technician	H	\$ 36,557	\$ 40,694	\$ 44,637	\$ 48,913	\$ 52,992

FY 2020 - 2021  
PAY GRADE SCHEDULE

June 24, 2020

Housing Specialist	H	\$ 36,557	\$ 40,694	\$ 44,637	\$ 48,913	\$ 52,992
Events & Promotions Specialist	H	\$ 36,557	\$ 40,694	\$ 44,637	\$ 48,913	\$ 52,992
Marketing Specialist	H	\$ 36,557	\$ 40,694	\$ 44,637	\$ 48,913	\$ 52,992
Neighborhood Project Planner	H	\$ 36,557	\$ 40,694	\$ 44,637	\$ 48,913	\$ 52,992
Fire Captains	I	\$ 38,458	\$ 42,766	\$ 47,074	\$ 51,430	\$ 55,786
Fleet Mechanic II	I	\$ 38,458	\$ 42,766	\$ 47,074	\$ 51,430	\$ 55,786
Executive Asst II	I	\$ 38,458	\$ 42,766	\$ 47,074	\$ 51,430	\$ 55,786
Executive Asst II/Assistant City Clerk	I	\$ 38,458	\$ 42,766	\$ 47,074	\$ 51,430	\$ 55,786
Journeyman Electrician	I	\$ 38,458	\$ 42,766	\$ 47,074	\$ 51,430	\$ 55,786
Office Manager	I	\$ 38,458	\$ 42,766	\$ 47,074	\$ 51,430	\$ 55,786
Accountant	J	\$ 40,358	\$ 44,894	\$ 49,428	\$ 53,947	\$ 58,470
Deputy Building Inspector I	J	\$ 40,358	\$ 44,894	\$ 49,428	\$ 53,947	\$ 58,470
Deputy Electrical Inspector I	J	\$ 40,358	\$ 44,894	\$ 49,428	\$ 53,947	\$ 58,470
Code Enforcement II	J	\$ 40,358	\$ 44,894	\$ 49,428	\$ 53,947	\$ 58,470
Deputy Fire Marshal I	J	\$ 40,358	\$ 44,894	\$ 49,428	\$ 53,947	\$ 58,470
Engineering Technician	J	\$ 40,358	\$ 44,894	\$ 49,428	\$ 53,947	\$ 58,470
IT Specialist I	J	\$ 40,358	\$ 44,894	\$ 49,428	\$ 53,947	\$ 58,470
Police Officer	J	\$ 40,358	\$ 44,894	\$ 49,428	\$ 53,947	\$ 58,470
Revenue Auditor	J	\$ 40,358	\$ 44,894	\$ 49,428	\$ 53,947	\$ 58,470
Records Division Manager	K	\$ 42,371	\$ 47,135	\$ 51,900	\$ 56,693	\$ 61,482
Crime Analyst	K	\$ 42,371	\$ 47,136	\$ 51,900	\$ 56,694	\$ 61,482
911 System Administrator	K	\$ 42,371	\$ 47,136	\$ 51,900	\$ 56,694	\$ 61,482
Assistant 911 Communication Manager	L	\$ 43,275	\$ 48,879	\$ 54,493	\$ 60,115	\$ 65,736
Associate Planner	L	\$ 43,276	\$ 48,879	\$ 54,492	\$ 60,115	\$ 65,736
Code Enforcement Supervisor	L	\$ 43,276	\$ 48,879	\$ 54,492	\$ 60,115	\$ 65,736
Deputy Building Inspector II	L	\$ 43,276	\$ 48,879	\$ 54,492	\$ 60,115	\$ 65,736
Deputy Electrical Inspector II + Plan	L	\$ 43,276	\$ 48,879	\$ 54,492	\$ 60,115	\$ 65,736
Engineer Asst II	L	\$ 43,276	\$ 48,879	\$ 54,492	\$ 60,115	\$ 65,736
Engineer Project Manager	L	\$ 43,276	\$ 48,879	\$ 54,492	\$ 60,115	\$ 65,736
Fire Marshall II	L	\$ 43,276	\$ 48,879	\$ 54,492	\$ 60,115	\$ 65,736
Grants Administrator	L	\$ 43,276	\$ 48,879	\$ 54,492	\$ 60,115	\$ 65,736
Master Electrician	L	\$ 43,276	\$ 48,879	\$ 54,492	\$ 60,115	\$ 65,736
Parks Maintenance Supervisor	L	\$ 43,276	\$ 48,879	\$ 54,492	\$ 60,115	\$ 65,736
Supervisor -(Compost Operations, Fleet, <b>Landscape</b> , Maintenance, Street, Solid Waste)	L	\$ 43,276	\$ 48,879	\$ 54,492	\$ 60,115	\$ 65,736
Business Development Specialist	M	\$ 45,389	\$ 51,305	\$ 57,219	\$ 63,098	\$ 68,977
Chief Electrical Inspector	M	\$ 45,389	\$ 51,304	\$ 57,220	\$ 63,098	\$ 68,977
Community Development Planner	M	\$ 45,389	\$ 51,304	\$ 57,220	\$ 63,098	\$ 68,977
Deputy Building Inspector III/Plan Review	M	\$ 45,389	\$ 51,304	\$ 57,220	\$ 63,098	\$ 68,977

FY 2020 - 2021  
PAY GRADE SCHEDULE

June 24, 2020

Downtown Development Specialist	M	\$ 45,389	\$ 51,304	\$ 57,220	\$ 63,098	\$ 68,977
Engineer Asst III	M	\$ 45,389	\$ 51,304	\$ 57,220	\$ 63,098	\$ 68,977
Fire Marshall III	M	\$ 45,389	\$ 51,304	\$ 57,220	\$ 63,098	\$ 68,977
Senior Planner	M	\$ 45,389	\$ 51,304	\$ 57,220	\$ 63,098	\$ 68,977
Special Events Coordinator	M	\$ 45,389	\$ 51,304	\$ 57,220	\$ 63,098	\$ 68,977
Chief Building Inspector	N	\$ 47,262	\$ 53,909	\$ 60,079	\$ 66,317	\$ 72,555
Battalion Chief	N	\$ 47,262	\$ 53,909	\$ 60,079	\$ 66,317	\$ 72,555
Engineering tech III	N	\$ 47,262	\$ 53,909	\$ 60,079	\$ 66,317	\$ 72,555
Fire Marshall	N	\$ 47,262	\$ 53,909	\$ 60,079	\$ 66,317	\$ 72,555
Housing Coordinator	N	\$ 47,262	\$ 53,909	\$ 60,079	\$ 66,317	\$ 72,555
Parks & Recreation Superintendent	N	\$ 47,262	\$ 53,909	\$ 60,079	\$ 66,317	\$ 72,555
Street Superintendent	N	\$ 47,262	\$ 53,909	\$ 60,079	\$ 66,317	\$ 72,555
Floodwall Superintendent	N	\$ 47,262	\$ 53,909	\$ 60,079	\$ 66,317	\$ 72,555
Fleet/Maintenance Superintendent	O	\$ 50,084	\$ 56,584	\$ 63,084	\$ 69,608	\$ 76,132
GIS Analyst	O	\$ 50,084	\$ 56,584	\$ 63,084	\$ 69,608	\$ 76,132
Operations Manager	O	\$ 50,084	\$ 56,584	\$ 63,084	\$ 69,608	\$ 76,132
Risk Manager	O	\$ 50,084	\$ 56,584	\$ 63,084	\$ 69,608	\$ 76,132
Assistant to the City Manager	P	\$ 52,543	\$ 59,392	\$ 66,237	\$ 73,029	\$ 79,821
Business Systems Analyst	P	\$ 52,543	\$ 59,392	\$ 66,237	\$ 73,029	\$ 79,821
City Clerk	P	\$ 52,543	\$ 59,392	\$ 66,237	\$ 73,029	\$ 79,821
Crime Analyst II	P	\$ 52,543	\$ 59,392	\$ 66,237	\$ 73,029	\$ 79,821
GIS/Planner	P	\$ 52,543	\$ 59,392	\$ 66,237	\$ 73,029	\$ 79,821
Network Administrator	P	\$ 52,543	\$ 59,392	\$ 66,237	\$ 73,029	\$ 79,821
Public Information Officer	P	\$ 52,543	\$ 59,392	\$ 66,237	\$ 73,029	\$ 79,821
Section 8 Housing Admin	P	\$ 52,543	\$ 59,392	\$ 66,237	\$ 73,029	\$ 79,821
Police Sergeant	P	\$ 52,543	\$ 59,392	\$ 66,237	\$ 73,029	\$ 79,821
Principal Planner	P	\$ 52,543	\$ 59,392	\$ 66,237	\$ 73,029	\$ 79,821
GIS Specialist	P	\$ 52,543	\$ 59,392	\$ 66,237	\$ 73,029	\$ 79,821
Police Captain	Q	\$ 55,227	\$ 62,074	\$ 69,550	\$ 76,754	\$ 83,959
Fire Assistant Chief	Q	\$ 55,227	\$ 62,074	\$ 69,549	\$ 76,754	\$ 83,959
Storm & Drain Engineer	R	\$ 57,753	\$ 65,468	\$ 73,027	\$ 80,505	\$ 87,983
Deputy Fire Chief - Operations	S	\$ 60,815	\$ 68,747	\$ 76,679	\$ 84,566	\$ 92,455
Director of Inspection	S	\$ 60,815	\$ 68,747	\$ 76,679	\$ 84,566	\$ 92,455
Police Assistant Chief	S	\$ 60,815	\$ 68,747	\$ 76,679	\$ 84,566	\$ 92,455
Revenue Manager	S	\$ 60,815	\$ 68,747	\$ 76,679	\$ 84,566	\$ 92,455
Assistant Public Works Director	T	\$ 63,948	\$ 72,229	\$ 80,512	\$ 88,832	\$ 97,150
Assistant Director of Parks & Recreation	T	\$ 63,948	\$ 72,229	\$ 80,512	\$ 88,832	\$ 97,150
Assistant City Engineer	T	\$ 63,948	\$ 72,229	\$ 80,512	\$ 88,832	\$ 97,150
911 Communication Services Manager	T	\$ 63,948	\$ 72,229	\$ 80,512	\$ 88,832	\$ 97,150
Controller	T	\$ 63,948	\$ 72,229	\$ 80,512	\$ 88,832	\$ 97,150
Deputy Fire Chief - Fire Prevention	T	\$ 63,948	\$ 72,229	\$ 80,512	\$ 88,832	\$ 97,150

FY 2020 - 2021  
PAY GRADE SCHEDULE

June 24, 2020

Exec Director PRA	T	\$ 63,948	\$ 72,229	\$ 80,512	\$ 88,832	\$ 97,150
City Clerk / Customer Experience Director	U	\$ 67,076	\$ 75,807	\$ 84,538	\$ 97,219	\$ 106,941
Director of IT	U	\$ 67,076	\$ 75,807	\$ 84,538	\$ 97,219	\$ 106,941
Director of Parks	V	\$ 70,431	\$ 79,597	\$ 88,765	\$ 102,079	\$ 112,254
Director of Planning	V	\$ 70,431	\$ 79,597	\$ 88,765	\$ 102,079	\$ 112,254
Human Resource Director	V	\$ 70,431	\$ 79,597	\$ 88,765	\$ 102,079	\$ 112,254
No Position	W	\$ 74,008	\$ 83,605	\$ 93,203	\$ 107,184	\$ 117,903
Fire Chief	X	\$ 77,697	\$ 87,780	\$ 97,863	\$ 112,542	\$ 123,798
No Position	Y	\$ 81,499	\$ 92,128	\$ 102,756	\$ 118,171	\$ 129,987
Assistant City Manager	Z	\$ 85,635	\$ 96,766	\$ 107,896	\$ 124,079	\$ 136,487
Director of Finance	Z	\$ 85,635	\$ 96,766	\$ 107,896	\$ 124,079	\$ 136,487
City Engineer & Public Works Director	Z	\$ 85,635	\$ 96,766	\$ 107,896	\$ 124,079	\$ 136,487
Police Chief	Z	\$ 85,635	\$ 96,766	\$ 107,896	\$ 124,079	\$ 136,487
Public Works Director	Z	\$ 85,635	\$ 96,766	\$ 107,896	\$ 124,079	\$ 136,487
City Manager	AA	\$ 115,373	\$ 130,353	\$ 145,334	\$ 167,134	\$ 183,848

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: June 24, 2020

Short Title: Adopt the Updated FY 2021 Position & Pay Schedule - **S SUAZO**

Category: Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Stefanie Suazo

**Background Information:** This updated position and pay schedule includes the 2.5% cost of living adjustment (COLA) for non-union employees, a COLA adjustment of 2% for AFSCME members, as well as compensation changes per the new Union contracts for Police and Fire. It is also a clean-up and audit reflecting the correct, current number of vacant and filled positions. The pay changes will be effective on June 18, 2020, payable in the first pay date of the new fiscal year, July 10, 2020.

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

If yes, please list the Action Step Item Codes(s): To assist in recruiting and retaining employees.

Funds Available: Account Name:  
Account Number:

Staff Recommendation: Adopt the Updated FY 2020 Position & Pay Schedule

Attachments:

1. Municipal Order
2. Position & Pay Schedule 6-24-2020

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ADOPTING THE FY2020-2021 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, a COLA adjustment of 2% for AFSCME members, as well as compensation changes per the new Union contracts for Police and Fire; and

WHEREAS, these adjustments shall be effective for the biweekly pay period beginning June 18, 2020, paid on July 10, 2020; and

WHEREAS, changes are included in the position and pay schedule for FY2020-2021 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 FY2020-2021 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 FY2020-2021 Position and Pay Schedule for the employees of the City of Paducah as attached hereto.

SECTION 2. That the FY2020-2021 Position and Pay Schedule wage adjustments approved in Section 1 above shall become effective for the biweekly pay period beginning June 18, 2020, and paid on July 10, 2020.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 24, 2020  
Recorded by Lindsay Parish, City Clerk, June 24, 2020  
mo/Position and Pay Schedule FY2020-2021 6-24-2020  
excel/Position & Pay Schedule 6-24-2020

Section A.									
ADMINISTRATION									
POSITIONS	AUTHORIZED POSITIONS				FY 20	FY 21	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
	BUDGET TOTAL	FILLED NON-CS	FILLED RCSS/CS	VACANT	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE			
City Manager	1	1			70.97	<u>72.74</u>	40	E	AA
Assistant City Manager	1	1			43.49	<u>44.58</u>			Z
Assistant to the City Manager							40	E	P
Grants Administrator	1	1			20.81	<u>21.33</u>	40	E	L
Business Systems Analyst	1	1			28.69	<u>29.41</u>	40	E	P
Administrative Assistant III	1	1			18.34	<u>18.80</u>	40	NE	D
Public Information Officer	1	1			31.90	<u>32.70</u>	40	E	P
<b>Total Budgeted/Filled for Department</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>0</b>					

Note: Moved Grants Administrator position from Finance to Administration

Section B.									
CITY CLERK / CUSTOMER EXPERIENCE DEPT.									
POSITIONS	AUTHORIZED POSITIONS				FY 20	FY 21	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
	BUDGET TOTAL	FILLED NON-CS	FILLED RCSS/CS	VACANT	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE			
City Clerk / Customer Experience Director	1	1			37.14	<u>38.07</u>	40	E	U
Executive Assistant II / Assistant City Clerk	1	1			22.87	<u>23.44</u>	40	NE	I
Customer Experience Representatives	3	1			19.44	<u>19.93</u>	40	NE	E
		1			17.00	<u>17.43</u>	40	NE	E
		1			17.00	<u>17.43</u>	40	NE	E
<b>Total Budgeted/Filled for Department</b>	<b>5</b>	<b>5</b>	<b>0</b>	<b>0</b>					

Section C.									
FINANCE DEPARTMENT									
POSITIONS	AUTHORIZED POSITIONS				FY 20	FY 21	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
	BUDGET TOTAL	FILLED NON-CS	FILLED RCSS/CS	VACANT	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE			
<b>Administration</b>									
Director of Finance	1	1			66.94	<u>68.61</u>	40	E	Z
Executive Assistant I	1			<u>1</u>	18.34	<u>18.80</u>	40	NE	F
<b>Accounting/Payroll</b>									
Controller	1	1			41.94	<u>42.99</u>	40	E	T
Accounts Payable Clerk									C
Accountant	3	1			25.63	<u>26.27</u>	40	E	J
		1			19.72	<u>20.21</u>	40	E	J
		1			19.40	<u>19.89</u>	40	E	J
<b>Revenue</b>									
Revenue Manager	1	1			35.98	<u>36.88</u>	40	E	S
Account Clerk							40	NE	B
							40	NE	B
Revenue Tech.	3	1			15.68	<u>16.07</u>	40	NE	C
		1			15.38	<u>15.76</u>			
		1			15.00	<u>15.38</u>	40	NE	C
Revenue Auditor	1	1			22.18	<u>22.73</u>	40	E	J
<b>Total Budgeted/Filled for Department</b>	<b>11</b>	<b>10</b>	<b>0</b>	<b>1</b>					

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

Note: RCSS - Individuals Retain Civil Service Status

Section D.									
INFORMATION TECHNOLOGY									
POSITIONS	AUTHORIZED POSITIONS				FY 20	FY 21	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
	BUDGET TOTAL	FILLED NON-CS	FILLED RCSS/CS	VACANT	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE			

POSITIONS	TOTAL	NON-CS	RCSS/CS	RATE	RATE	WORK	NONEXEMPT	GRADE
Director Information Technology	1	1		40.41	<u>41.42</u>	40	E	U
Network Administrator	1	1		35.74	<u>36.63</u>	40	E	P
Help Desk Technician	1	1		21.80	<u>22.35</u>	40	NE	H
IT Specialist I						40	NE	J
GIS Specialist	1	1		29.37	<u>30.10</u>	40	E	P
GIS/Manager						40	E	P
<b>Total Budgeted/Filled for Department</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>				

**Section E.**

PLANNING DEPARTMENT		AUTHORIZED POSITIONS			FY 20	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	
Director of Planning	1	1		42.49	<u>43.55</u>	40	E	V	
Principal Planner	1	1		33.56	<u>34.40</u>	40	E	P	
Executive Assistant I	1	1		23.23	<u>23.81</u>	40	NE	F	
Business Development Specialist	1	1		24.64	<u>25.26</u>	40	E	M	
Admin Asst II						40	NE	C	
Senior Planner	1		1			40	E	M	
Associate Planner	1	1		25.85	<u>26.50</u>	40	E	L	
Neighborhood Planner	1	1		18.57	<u>19.03</u>	40	E	H	
Housing Coordinator	1	1		<u>27.78</u>	<u>28.47</u>	40	E	N	
<b>Total Budgeted/Filled for Department</b>	<b>8</b>	<b>7</b>	<b>0</b>	<b>1</b>					

**Section F.**

POLICE DEPARTMENT		AUTHORIZED POSITIONS			FY 20	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	
Police Chief	1	1		<u>46.35</u>	<u>47.51</u>	40	E	Z	
Police Assistant Chief	2					40	E	S	
Step 1				<u>35.20</u>	<u>36.08</u>				
Step 2				<u>39.56</u>	<u>40.54</u>				
Step 3		2		<u>39.94</u>	<u>40.94</u>				
Step 4				<u>43.96</u>	<u>45.06</u>				
Captains	6		1			40	E	Q	
<5 years				32.72	<u>33.54</u>				
5 years				32.90	<u>33.72</u>				
9 years				33.04	<u>33.86</u>				
12 years				34.85	<u>35.72</u>				
15 years				34.35	<u>35.21</u>				
19 years				34.50	<u>35.36</u>				
22 years		4		35.38	<u>36.26</u>				
25 years		1		35.20	<u>36.08</u>				
Sergeants	9		2			40	NE	P	
5 years				27.55	<u>29.65</u>				
<del>6 years</del>				<del>27.66</del>	<del>28.21</del>				
<del>7 years</del>				<del>27.78</del>	<del>28.34</del>				
<del>8 years</del>		1		<del>27.89</del>	<del>27.89</del>				
<del>9 years</del>		1		<del>28.00</del>	<del>28.56</del>				
10 years		3		28.11	<u>31.13</u>				
<del>11 years</del>				<del>28.21</del>	<del>28.78</del>				
<del>12 years</del>				<del>28.32</del>	<del>28.32</del>				
<del>13 years</del>				<del>28.43</del>	<del>29.00</del>				
<del>14 years</del>		1		<del>28.53</del>	<del>29.10</del>				
15 years		1		28.65	<u>32.69</u>				
<del>16 years</del>				<del>28.77</del>	<del>29.35</del>				
<del>17 years</del>				<del>28.88</del>	<del>29.45</del>				

18 years	28.97	29.55
19 years	29.08	29.66
20 years	29.19	34.32
21 years	29.30	29.30
22 years	29.44	30.02
23 years	29.54	30.13
24 years	29.65	30.25
25+ years	29.74	36.04

Police Officer	60		5			40	NE	J
Police Officer - Recruit		5		21.79	23.55			
1 year		3		22.98	23.55			
2 years		5		23.09	23.55			
3 years		14		24.18	24.78			
4 years		3		24.25	24.25			
5 years		7		25.03	26.02			
6 years		4		25.09	25.09			
7 years		4		25.14	25.14			
8 years		3		25.44	25.95			
9 years				25.56	26.07			
10 years		11		25.66	27.32			
11 years		3		25.79	26.30			
12 years		3		25.89	25.89			
13 years		4		26.01	26.53			
14 years		4		26.11	26.63			
15 years		8		26.22	28.69			
16 years		3		26.34	26.86			
17 years		4		26.45	26.45			
18 years		3		26.56	27.09			
19 years				26.67	27.21			
20 years		7		26.79	30.13			
21 years				26.88	27.42			
22 years				27.01	27.01			
23 years				27.11	27.66			
24 years				27.23	27.78			
25 years				27.34	31.63			
Executive Assistant II	1	1		25.46	26.10	40	NE	I
Administrative Assistant III						40	NE	D
Administrative Assistant II						40	NE	C
Crime Analyst						40	E	K
Crime Analyst II	1		1			40	E	P
Records Division Manager	1	1		20.66	21.18	40	E	K
Records Clerk III	1	1		17.96	18.41	40	NE	D
Records Clerk II	1	1		17.00	17.43	40	NE	E
Records Clerk I	2	2		15.27	15.65	40	NE	C
Evidence Technician II	1	1		17.12	17.55	40	NE	F
Evidence Technician I	1	1		15.89	16.29	40	NE	C

<b>Total Budgeted/Filled for Department</b>	<b>88</b>	<b>79</b>	<b>0</b>	<b>10</b>
---	-----------	-----------	----------	-----------

POLICE DEPARTMENT CON'T	AUTHORIZED POSITIONS			FY 20	FY 21	HOURS WORK	EXEMPT NON-EXEMPT	PAY GRADE
	BUDGET TOTAL	FILLED NON-CS	VACANT RCSS/CS	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE			
<u>911 Communications Services</u>								
911 Communications Services Manager	1	1		37.45	38.39	40	E	T
Assistant 911 Communications Services Manager	1		1			40	E	L
Terminal Agency Coordinator	1	1		24.01	24.61	36/48	NE	F
911 System Administrator	1	1		23.56	24.15	40	E	K
Shift Supervirsor	4	1		26.25	26.91	36/48	NE	H
		1		24.80	25.42	36/48	NE	H
		1		24.34	24.95	36/48	NE	H
		1		23.10	23.68	36/48	NE	H
Telecommunicator	14		2	13.98	14.33	36/48	NE	F
		2		18.15	18.60	36/48	NE	F
		1		18.51	18.97	36/48	NE	F

		1	18.60	<u>19.07</u>	36/48	NE	F
		1	20.15	<u>20.65</u>	36/48	NE	F
		3	21.37	<u>21.90</u>	36/48	NE	F
		1	21.60	<u>22.14</u>	36/48	NE	F
		2	22.01	<u>22.56</u>	36/48	NE	F
		1	23.01	<u>23.59</u>	36/48	NE	F
Adminstrative Assistant III	1	1	18.60	<u>19.07</u>	40	NE	C
E911 Data Entry Clerk					40	NE	C

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

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

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

**\*\*911**

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

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

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

<b>Total Budgeted/Filled for Department</b>	<b>23</b>	<b>20</b>	<b>0</b>	<b>3</b>
---	-----------	-----------	----------	----------

**Section G.**

**FIRE DEPARTMENT**

**AUTHORIZED POSITIONS**

POSITIONS	BUDGET TOTAL	AUTHORIZED POSITIONS		VACANT	FY 20	FY 21	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		BUDGET TOTAL	FILLED NON-CS		FILLED RCSS/CS	HOURLY WAGE ADJ. RATE			
<b>Administrative Division</b>									
Fire Chief	1	1			54.48	<u>55.84</u>	40	E	X
Deputy Fire Chief - Fire Prevention	1	1			41.22	<u>42.25</u>	40		T
Deputy Fire Chief - Operations	1	1			38.76	<u>39.73</u>	40	E	T
Office Manager							40	NE	I
<b>Training Division</b>									
Battalion Chief/ Training Officer	1	1			31.93	<u>32.73</u>		E	N
<b>Fire Prevention Division</b>									
Battalion Chief/ Fire Marshal								E	N
Fire Marshal								E	N
Deputy Fire Marshal III	1	1			22.70	<u>23.27</u>		NE	M
Deputy Fire Marshal II								NE	L
Deputy Fire Marshal I	1			1	18.93	<u>19.40</u>		NE	J
Executive Assistant I	1	1			21.79	<u>22.33</u>		NE	F
Code Enforcement Supervisor									L
Code Enforcement Officer II								NE	J
Code Enforcement Officer I	3	2			22.05	<u>22.60</u>	40	NE	G
		1			20.52	<u>21.03</u>			
Code Enforcement Assistant							40	NE	C
Permit Technician	1	1			17.72	<u>18.16</u>	40	NE	E
Permit Specialist							40	NE	C
							40	NE	F
Chief Building Inspector	1		1		32.03	<u>32.83</u>			N
Deputy Building Inspectors:									
Level I	1	1			24.66	<u>25.28</u>	40	NE	J
Level II							40	NE	L
Level III+Plans Review							40	NE	M
Chief Electrical Inspector	1	1			30.58	<u>31.34</u>	40	NE	M
Deputy Electrical Inspectors:									
Inspector Level I							40	NE	J
Inspector II+Plans Review	1	1			25.40	<u>26.04</u>	40	NE	L
<b>Suppression Division</b>									
Fire Assistant Chief	3						40	E	P
Step 1					<u>21.45</u>	<u>21.98</u>			
Step 2					<u>22.20</u>	<u>22.76</u>			
Step 3					<u>22.98</u>	<u>23.56</u>			

Step 4		2	<u>23.78</u>	<u>24.38</u>		
Step 5		1	<u>24.62</u>	<u>25.23</u>		
Step 6			<u>25.48</u>	<u>26.12</u>		
Step 7			<u>26.37</u>	<u>27.03</u>		
Step 8			<u>27.30</u>	<u>27.98</u>		
Step 9		1	<u>28.25</u>	<u>28.96</u>		
Captains	15				NE	I
<10 years		<u>2</u>	<u>18.44</u>	<u>19.63</u>		
10 years		<u>2</u>	<u>18.56</u>	<u>20.12</u>		
15 years		<u>8</u>	<u>18.66</u>	<u>20.62</u>		
20 years		<u>3</u>	<u>18.85</u>	<u>21.14</u>		
<u>25 years</u>			<u>0.00</u>	<u>21.67</u>		
Lieutenants	15				NE	H
<10 years		<u>7</u>	17.19	<u>17.85</u>		
10 years		<u>2</u>	17.40	<u>18.29</u>		
15 years		<u>1</u>	17.52	<u>18.75</u>		
20 years		<u>3</u>	17.69	<u>19.22</u>		
<u>25 years</u>			<u>0.00</u>	<u>19.70</u>		
Firefighter	27				NE	E
Firefighter (Appointee)		<u>1</u>	13.23	<u>13.56</u>		
Firefighter (On Floor)		<u>6</u>	<del>13.23</del>	<del>13.49</del>		
6 months		14	14.27	<u>14.63</u>		
1 year		3	14.58	<u>14.99</u>		
<del>2 years</del>			<del>14.77</del>	<del>15.07</del>		
3 years		2	14.97	<u>15.37</u>		
5 years			15.27	<u>15.75</u>		
10 years			15.39	<u>16.15</u>		
15 years			15.49	<u>16.55</u>		
Firefighter (Relief Driver)					NE	F
COLA + \$0.39 + \$0.10						
2 years			<u>15.42</u>	<u>15.81</u>		
3 years		3	<u>15.63</u>	<u>16.20</u>		
<del>4 years</del>		<del>3</del>	<del>15.68</del>	<del>15.99</del>		
5 years		4	<u>15.91</u>	<u>16.61</u>		
10 years			<u>16.03</u>	<u>17.04</u>		
15 years		5	<u>16.14</u>	<u>17.45</u>		

<b>Total Budgeted/Filled for Department</b>	<b>75</b>	<b>73</b>	<b>1</b>	<b>1</b>
---	-----------	-----------	----------	----------

- 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 20	FY 21	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
	BUDGET TOTAL	FILLED NON-CS	VACANT RCSS/CS	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE			
ENGINEERING POSITIONS								
City Engineer	1	1		62.65	<u>64.22</u>	40	E	Z
Assistant City Engineer	1		1			40	E	T
Storm Water & Drainage Engineer						40	E	R
Engineer Project Manager	1	1		25.99	<u>26.64</u>	40	E	L
Engineering Assistant III						40	E	M

Engineering Assistant II									L
Engineering Technician	1	1		23.19	<u>23.77</u>	40	E		J
Engineering Tech III	1	1		34.85	<u>35.72</u>	40	E		N
Executive Assistant II	1	1		20.22	<u>20.73</u>	40	NE		F

**Floodwall Division**

EPW Floodwall Superintendent	1	1		30.70	<u>31.47</u>	40	E		N
Floodwall Operator	4					40	NE		F
80%				16.10	<u>16.43</u>		NE		F
85%				17.11	<u>17.45</u>		NE		F
90%				18.12	<u>18.48</u>		NE		F
95%				19.12	<u>19.51</u>		NE		F
100%		1	3	20.13	<u>20.53</u>		NE		F

<b>Total Budgeted/Filled for Department</b>	<b>11</b>	<b>7</b>	<b>3</b>	<b>1</b>
---	-----------	----------	----------	----------

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 20      FY 21

PUBLIC WORKS DEPT. POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY	HOURLY	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS		WAGE ADJ.	WAGE ADJ.			
Public Works Director	1	1			46.35	<u>47.51</u>	40	E	Z
Assistant Public Works Director	1			1	37.39	<u>38.32</u>	40	E	T
Administrative Assistant III	1	1			<u>17.25</u>	<u>17.68</u>	40	NE	D

**Street Division**

Street Superintendent	1	1			30.77	<u>31.54</u>	40	E	N
Street Supervisor	2	2			23.35	<u>23.93</u>	40	E	L
<u>Landscape Supervisor</u>	<u>1</u>	<u>1</u>			<u>28.42</u>	<u>29.13</u>	40	E	<u>L</u>
							40	E	L
Equipment Operator	3							NE	E
80%					15.97	<u>16.29</u>			
85%					16.97	<u>17.31</u>			
90%					17.96	<u>18.32</u>			
95%					18.96	<u>19.34</u>			
100%		3			19.96	<u>20.36</u>			
Concrete Finisher	2							NE	E
80%					15.97	<u>16.29</u>			
85%					16.97	<u>17.31</u>			
90%					17.96	<u>18.32</u>			
95%					18.96	<u>19.34</u>			
100%		2			19.96	<u>20.36</u>			
Right-Of-Way Maintenance Person	13			5				NE	C
80%					15.09	<u>15.39</u>			
85%					16.03	<u>16.35</u>			
90%		1			16.97	<u>17.31</u>			
95%		7			17.92	<u>18.28</u>			
100%					18.86	<u>19.24</u>			
Laborer	2							NE	C
80%					14.05	<u>14.33</u>			
85%					14.93	<u>15.22</u>			
90%					15.80	<u>16.12</u>			
95%					16.68	<u>17.02</u>			
100%		2			17.56	<u>17.91</u>			

**Maintenance Division**

Fleet / Maintenance Superintendent	1	1			37.42	<u>38.36</u>	40	E	O
Maintenance Supervisor	1	1			24.91	<u>25.53</u>		E	L
Laborer	4			1				NE	C
80%					14.05	<u>14.33</u>			
85%					14.93	<u>15.22</u>			
90%					15.80	<u>16.12</u>			
95%					16.68	<u>17.02</u>			

100%		1	2	17.56	<u>17.91</u>		
Traffic Technician	1					NE	E
80%				16.10	<u>16.42</u>		
85%				17.10	<u>17.44</u>		
90%				18.11	<u>18.47</u>		
95%				19.11	<u>19.50</u>		
100%		1		20.12	<u>20.52</u>		
Journeyman Electrician	0			21.17	<u>21.70</u>	NE	I
Master Electrician	1		1			NE	L
Maintenance Technician	5					NE	E
80%				16.10	<u>16.42</u>		
85%				17.10	<u>17.44</u>		
90%		1		18.11	<u>18.47</u>		
95%				19.11	<u>19.50</u>		
100%		1	2	20.12	<u>20.52</u>		
<b>Fleet Maintenance Division</b>							
Fleet Supervisor	1	1		24.47	<u>25.08</u>	E	L
Administrative Assistant III	1	1		18.00	<u>18.45</u>	40	NE D
Fleet Mechanic I						NE	G
Fleet Mechanic II	4					NE	I
		1		20.50	<u>21.01</u>		
		1		21.60	<u>22.14</u>		
		1		22.98	<u>23.55</u>		
		1		23.01	<u>23.59</u>		
<b>Solid Waste Division</b>							
Solid Waste Supervisor	2	1		24.00	<u>24.60</u>	40	E L
		1		23.49	<u>24.08</u>		
Compost Operations Supervisor	1	1		23.35	<u>23.93</u>	40	E L
Administrative Assistant III	1	1		17.25	<u>17.68</u>	40	NE D
Laborer	3					NE	C
80%				14.05	<u>14.33</u>		
85%				14.93	<u>15.22</u>		
90%				15.80	<u>16.12</u>		
95%				16.68	<u>17.02</u>		
100%		1	1	17.56	<u>17.91</u>		
Truck Driver	15					NE	C
80%				14.98	<u>15.28</u>		
85%				15.91	<u>16.23</u>		
90%				16.85	<u>17.18</u>		
95%				17.78	<u>18.14</u>		
100%		14	1	18.72	<u>19.09</u>		
Right-Of-Way Maintenance Person	0					NE	C
80%				15.09	<u>15.39</u>		
85%				16.03	<u>16.35</u>		
90%				16.97	<u>17.31</u>		
95%				17.92	<u>18.28</u>		
100%				18.86	<u>19.24</u>		
Compost Equipment Operator	2					NE	F
80%				16.33	<u>16.65</u>		
85%				17.35	<u>17.70</u>		
90%				18.37	<u>18.74</u>		
95%				19.39	<u>19.78</u>		
100%		2		20.41	<u>20.82</u>		

<b>Total Budgeted/Filled for Department</b>	<b>70</b>	<b>54</b>	<b>6</b>	<b>9</b>
---	-----------	-----------	----------	----------

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 classification above shall be eligible to receive "Shift Differential" of \$0.35/Hr.

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

**Section J.**

PARKS & RECREATION DEPARTMENT	AUTHORIZED POSITIONS				FY 20	FY 21	HOURS	EXEMPT	PAY
	POSITION	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	WORK	NON-EXEMPT GRADE
			NON-CS	RCSS/CS		RATE	RATE		
Director of Parks & Recreation	1	1				53.70	55.04	40	E V
Assistant Director of Parks & Recreation	1	1				35.00	35.88	40	E T
Parks & Recreation Superintendent	1	1				25.50	26.14	40	E N
Cemetery Sexton	1	1				21.84	22.39	E	E F
Special Events Superintendent	1	1				29.97	30.72	E	E N
Recreation Specialist	3	3				16.98	17.40	40	E E
Executive Assistant I	1	1				21.38	21.91		NE F
Administrative Assistant III	1	1				19.26	19.74		NE D
Administrative Assistant II	1	1				15.31	15.69		NE C
<b>Maintenance Division</b>									
Supervisor	2	2				22.50	23.06		E L
Laborer	10								NE L
80%						14.05	14.33		C
85%		1				14.93	15.22		
90%		1				15.80	16.12		
95%		1				16.68	17.02		
100%		5	2			17.56	17.91		
Maintenance Technician	1			1					
80%						16.10	16.42		
85%						17.10	17.44		
90%						18.11	18.47		
95%						19.11	19.50		
100%						20.12	20.52		
Right-Of-Way Maintenance Person	2								NE C
80%						15.09	15.39		
85%						16.03	16.35		
90%						16.97	17.31		
95%						17.92	18.28		
100%		1	1			18.86	19.24		

<b>Total Budgeted/Filled for Department</b>	<b>26</b>	<b>22</b>	<b>3</b>	<b>1</b>
---	-----------	-----------	----------	----------

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 classification 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 20	FY 21	HOURS	EXEMPT	PAY
POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	WORK	NON-EXEMPT	GRADE
		NON-CS	RCSS/CS		RATE	RATE			
Director of Human Resources	1	1			41.64	42.68	40	E	V
Risk Manager	1			1			40	E	O
H R Generalist	2	1			20.20	20.71	40	E	G
		1			19.59	20.08			

<b>Total Budgeted/Filled for Department</b>	<b>4</b>	<b>3</b>	<b>0</b>	<b>1</b>
---	----------	----------	----------	----------



# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: June 24, 2020

**Short Title:** Approve the Proposal for a Change in the Group Life Insurance with Anthem - **S SUAZO**

**Category:** Municipal Order

Staff Work By: Stefanie Suazo

Presentation By: Stefanie Suazo

**Background Information:** The updated life insurance proposal increases the value from \$12.5k to \$15k of coverage per the new union agreement for the Fire Department. The proposal also adds a line of duty rider to the policy for Police and Fire to allow for \$50k in coverage if loss of life is in a work related accident per the union agreements. Previously this was self-insured by the City, but will now be provided through Anthem at no additional cost.

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

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

**Funds Available:** Account Name:  
Account Number:

**Staff Recommendation:** Approve the Anthem proposal to comply with life insurance coverage requirements.

**Attachments:**

1. City of Paducah Life amendment proposal 06052020
2. Municipal Order

AnthemLife



Disability and Life



## Group Life Benefits

**A proposed benefits program for :** City of Paducah

**Effective :** 7/1/2020

**Benefits provided by :** Anthem Life Insurance Company

**Proposal ID :** SRQ6005038\_1\_1



Group Name: City of Paducah Proposal ID: 6005038\_1\_1

### Rate and Premium Summary

Basic Coverage	Number of Lives	Monthly Rate	Volume	Monthly Premium
Basic Group Term Life	310	\$0.87 per \$1000	\$4,209,000.00	\$3,661.83
AD&D	130	\$0.02 per \$1000	\$1,772,500.00	\$35.45
			Total Monthly Group Premium	\$3,697.28
			Total Annual Group Premium	\$44,367.36

Contact your Anthem Life representative today to discuss the features of this proposal and hear more about Anthem Life's valuable programs.

Signature:	Date:
------------	-------

Group Name: City of Paducah Proposal ID: 6005038\_1\_1

## Plan Design

### Basic Group Term Life, Accidental Death and Dismemberment

**Class 1:** All Eligible City Managers & Corporate Counsel Employees

**Class 2:** All Other Eligible Employees

**Class 3:** Retired Employees

**Class 4:** AFSCME

**Class 5:** All Eligible Police Employees

**Class 6:** All Eligible Fire Employees

**Eligibility:** All Eligible Employees Working 30 Hours Per Week

### Benefit Schedule

Feature	Description
<b>Basic Life benefits</b>	
Basic life benefit	Class 1: \$50,000 Class 2: \$12,500 Class 3: \$4,000 Class 4: \$15,000 Class 5: \$12,500 Class 6: \$15,000
Guaranteed issue limit	Equal to benefit amount
Living benefit (accelerated death benefit)	75% up to \$250,000
Waiver of premium	Premiums can be waived for employees who become totally disabled before age 60, after the 6 month elimination period. Coverage terminates at age 65 or retirement, whichever is earlier.
Conversion	Included
Portability	Not Included
Age reductions	Benefits do not reduce due to age.
Employee contribution	Non-contributory
Participation requirement	100% of eligible employees must be enrolled for coverage
<b>Accidental Death and Dismemberment benefits</b>	
AD&D benefit	Classes 1 – 4 None Classes 5 & 6 Same as basic life
Guaranteed issue limit	All amounts are guaranteed issue
Age reductions	Same as basic life
Table of losses	Standard table included
Airbag benefit	10% of AD&D benefit, up to \$10,000 maximum
Seatbelt benefit	10% of AD&D benefit, up to \$15,000 maximum
Repatriation benefit	Up to \$5,000 for transportation and related expenses
Line of Duty benefit	Classes 1-4 Not applicable Class 5 - if Loss occurs as the direct result of Injury sustained in a Line of Duty Accident while employed as a Public Safety Officer, the schedule of losses pays an additional \$25,000.



**Group Name:** City of Paducah **Proposal ID:** 6005038\_1\_1

	Class 6 - if Loss occurs as the direct result of Injury sustained in a Line of Duty Accident while employed as a Public Safety Officer, the schedule of losses pays an additional \$20,000.
Child education benefit	5% of AD&D benefit per year for each child's post-secondary education expenses; annual maximum of \$5,000 or actual expense. \$40,000 combined maximum for all children.
Coma benefit	1% of AD&D benefit for each full month of coma, up to 8 years
Common carrier benefit	25% of AD&D benefit
<b>General Provisions</b>	
Resource Advisor	Included
Travel Assistance	Included
Rate guarantee	Rates in this Proposal are guaranteed to the next renewal

**Group Name:** City of Paducah **Proposal ID:** 6005038\_1\_1

## Proposal Assumptions

The rates are guaranteed from the effective date on this proposal for the number of months stated in the Rate Guarantee. A fully insured funding arrangement has been quoted.

If the census of enrolled employees changes by more than 10% from the census used for this proposal, we reserve the right to revise the rates based on the final enrolled census.

Groups must be in business for at least 1 year to be eligible for Disability benefits; no restriction for Life benefits.

This proposal assumes list-billing services.

SIC Code assumed for this proposal: 9199

Broker Commission is: State Based Scale.

The master policy will be issued and will reflect the laws and requirements of KY. Product features and provisions of this proposal can vary based on state requirements.

Proposal issued on: 03/03/2020. This proposal expires 90 days from the date quoted or the proposed effective date, whichever is later.

Employees whose wages are reported on Form 1099 in lieu of Form W-2 are not eligible for coverage.

Employees must be actively at work, at least 15 years of age and working in the United States, in order to become insured. Employees not actively at work on their effective date will become eligible for insurance after completing the waiting period specified in the policy unless otherwise noted on the schedule of benefits.

We generally will consider a "no-loss/no-gain" basis of insurance for employees who are not actively at work:

- This means that no employees will lose or gain coverage solely as a result of the change in carriers.
- Employees who are not actively at work due to disability, injury or illness remain the liability of the prior carrier.
- All others not actively at work on the effective date may be covered under this policy, provided the required premium is paid and they were covered by the prior carrier's policy up to the effective date of our policy.
- In order to consider "no-loss/no-gain" coverage, we require information on all employees who are non-actives immediately prior to the effective date of this policy. This listing must include: names, birthdates, benefit amounts, last date worked, reason for not working, and the expected return to work date. We will review this information for our determination of liability and rate review.

This Proposal is not the Contract. This proposal provides coverage highlights only, and does not modify, expand or interpret any provisions of the policy. Unless otherwise stated, this proposal and subsequent policy will be issued using Anthem Life Insurance Company's standard policy wording. The policy to be issued will contain complete details of benefits, policy provisions, limitations, etc. A specimen copy is available upon request. In case of a conflict between the proposal and policy, the terms of the policy will govern.

Timely enrollment is required for new employees. Employees hired after the effective date of the plan will become eligible for insurance after completing the waiting period specified in the policy.



**Group Name:** City of Paducah **Proposal ID:** 6005038\_1\_1

If employees do not enroll in any contributory program within 31 days of first becoming eligible, they will be required to furnish evidence of insurability at their own expense.

**COST ASSUMPTIONS:**

The rates included in this proposal are based on the plan design as specified herein and on the Proposal Assumption page. We reserve the right to modify the quoted costs as deemed appropriate by Anthem Life Insurance Company if the plan design is modified or any of these assumptions are incorrect. The proposal and rates appearing in this Proposal are based upon the data submitted and its accuracy. The actual rates charged will be based upon the ages, amounts and experience data of the persons insured. The above rates assume that coverage will be provided on a non-participating (i.e. non-retention) basis.

**Not all benefits are available in all states; benefits and features may vary by state. The benefit descriptions contained in this Proposal are intended to be a brief outline of coverage and are not intended to be a legal contract. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.**

D&L Underwriter: Christine Lazure

Life and Disability products underwritten by Anthem Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. ®ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER APPROVING AND ADOPTING THE GROUP LIFE INSURANCE BENEFITS PROPOSAL WITH ANTHEM LIFE INSURANCE COMPANY IN A TOTAL ANNUAL GROUP PREMIUM AMOUNT OF \$44,367.36 FOR EMPLOYEES OF THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

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

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

Basic Coverage	Number of Lives	Monthly Rate	Volume	Monthly Premium
Basic Group Term Life	310	\$0.87 per \$1000	\$4,209,000.00	\$3,661.83
AD&D	130	\$0.02 per \$1000	\$1,772,500.00	\$35.45
Total Monthly Group Premium				\$3,697.28
Total Annual Group Premium				\$44,367.36

SECTION 2. That the Mayor is hereby authorized and directed to execute the Group Life Benefits Proposal with Anthem Life Insurance Company and all other documents related to same.

SECTION 3. That the premiums for the Group Life Insurance Benefit Plan, for employees of the City of Paducah, adopted in Section 1 above, shall become effective July 1, 2020.

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

SECTION 5. This order shall be in full force and effect from and after the date of its adoption.

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 24, 2020  
Recorded by Lindsay Parish, City Clerk, June 24, 2020  
\\mo\Group Life Insurance Anthem 2020

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: June 24, 2020

**Short Title:** Approve Tyler Technologies ERP Contract Amendment Change Order - **M SMOLEN**

**Category:** Municipal Order

Staff Work By: Michelle Smolen

Presentation By: Michelle Smolen

**Background Information:** Under Ordinance No. 2016-6-8373, the City of Paducah previously authorized a contract Tyler Technologies, Inc. for the initial cost and fees associated with the Enterprise Resource Planning software project. City staff is recommending to amend the contract through a change order for custom programming related to our property tax billing forms. The \$700 cost is minimal and staff plans to absorb this cost into the travel budget.

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

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

**Funds Available:** Account Name: ERP Software Project

Account Number: EQ0022

**Staff Recommendation:** Authorize the Mayor to Execute the Tyler Technologies ERP Contract Amendment Change Order

**Attachments:**

1. Paducah KY Amendment 061720 Tyler Prop Tax Form
2. contract-software-amendment-tyler 6-2020



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Paducah, with offices at 300 S. Fifth Street, Paducah, Kentucky 42002 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated June 15, 2016 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The service set forth in the Investment Summary attached hereto as Exhibit 1 is hereby added to the Agreement. The fee for such service will be invoiced on delivery of the service.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Paducah

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## **Exhibit 1 Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Amy Lakari  
 Date: 6/9/2020  
 Quote Expiration: 12/6/2020  
 Quote Name: Paducah KY - TylerForms - Custom Programming - Tax - 6.9.2020  
 Quote Number: 2020-111197  
 Quote Description: TylerForms - Custom Programming - Tax - 6.9.2020

**Sales Quotation For**

City of Paducah  
 PO Box 2267  
 Paducah, KY 42002-2267  
 Phone +1 (270) 444-8800

**Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
Custom Programming - Tax Form	1	\$700.00	\$0.00	\$700.00
<b>TOTAL:</b>				<b>\$700.00</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$700.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$700.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$700.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

## Comments

This quote is for the following services:

### Custom Programming - Tax - 2 forms

Delinquent Notice (txbilprt-DEL):

Insert and additional column name the column "Other Fees". This is a calculated field. Other Fees = <Charge Code ="NSF"> + <Charge Code ="Legal">

Reminder Notice (txbilprt-REM):

Delinquent Amount As Of = Installment1AmountUnpaid + Installment1penaltyamount + Intallment1InterestAmountDueNow

Delinquent Amount Due = Installment1AmountUnpaid + Installment1penaltyamount + Intallment1InterestAmountDueNow

We will need the signed quote in order to move this project forward to design.

The only items included in this quote are described above. If during the process it is discovered that you need additional services, those will be quoted as additional services and billed accordingly.

Standard delivery for the first proof is 4 weeks after receipt of the signed quote and any other required items. The first proof delivery period begins the 1st business day after all required items are received, provided the information is received by 12:00 noon EST. Any items received after noon will result in the delivery period beginning two business days after all the required items are received. Delivery times do not include nights, weekends or Tyler observed holidays.

If you need us to reference a Purchase Order number when billing you for the quoted services, be certain to include it on or with the signed quote. Please return the signed quote to amy.lakari@tylertech.com. Keys and completed original signature sheets must be sent via overnight delivery to Forms Design, Tyler Technologies, One Tyler Drive, Yarmouth ME 04096.

Any **Tyler Forms services orders** that are cancelled after the first and/or subsequent proofs have been delivered to the Client will be subject to billing at **50% of the listed fee**.

Please note that you have 30 days to test what we have delivered and report any issues. Any issues reported after thirty days will be quoted as an additional billable item.

### Disclaimer for Custom Programming and/or Data Manipulation at the Form Level:

The use of form level calculations, and/or data alteration/manipulations can result in longer times to resolve issues; whether form related or data related. Best practice is to use the MUNIS export values before considering form level calculations, and/or data alteration/manipulations.

You should review the export layout vs. the data samples provided and identify source data values where possible. Please provide export layout names for the fields you are asking us to use on the form(s).

There is a known issue with using form level calculations with regards to 'rounding'. In some cases the result will be off by one cent, when decimals are in play, or a dollar when no decimals are in play.

By signing this quote, you acknowledge and accept the risks and issues set forth above.

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES FOR THE LICENSE OF SOFTWARE AND THE PROCUREMENT OF RELATED PRODUCTS AND SERVICES

WHEREAS, by Ordinance No. 2016-6-8373, the City and Tyler Technologies, Inc. executed a contract for Tyler to provide software and related products and services that will accommodate the City's data processing needs; and

WHEREAS, Ordinance No. 2018-6-8534 amended the contract to include 18 post implementation days from the initial RFP response to be shared across all six phases; and

WHEREAS, Municipal Order No. 2142 amended the contract to allow for the \$23,000 designated for conversions and forms to be used instead for 18 additional implementation days at a cost of \$22,950; and

WHEREAS, Municipal Order No. 2284 to amended the agreement with Tyler Technologies to remove certain services and to add services related to the implementation of Energov software; and

WHEREAS, Municipal Order No. 2333 amended the agreement with Tyler Technologies to convert Codes & Permitting business process consulting costs to implementation days for the Energov implementation, remove the Property Tax Enhancement for tax bill installments and converting the budget to an additional property tax form and travel expenses, and change the Statement of Work dates for property tax, payroll & HR and work orders; and

WHEREAS, the City of Paducah now desires to amend the agreement with Tyler Technologies for custom programming related to property tax billing forms.

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

SECTION 1. The City Commission hereby approves an amendment to the contract with Tyler Technologies, Inc. in order to use funds originally allocated to the travel line item towards custom programming related to property tax billing forms.

SECTION 2. The City Commission does hereby authorize and instruct the Mayor to execute the "Amendment" in behalf of the City.

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

---

MAYOR

ATTEST:

---

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 24, 2020

Recorded by Lindsay Parish, City Clerk, June 24, 2020

\ord\contract-software-amendment-tyler 6-2020

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: June 24, 2020

**Short Title:** Approval of Contract with Greater Paducah Economic Development Council for July 1, 2020 through June 30, 2021, in the amount of \$250,000 - **J ARNDT**

**Category:** Motion

**Staff Work By:** James Arndt, Claudia Meeks

**Presentation By:** James Arndt

**Background Information:** As part of the Investment Fund Decision the City of Paducah wishes to contract with GPEDC to perform duties including promoting investment and economic development in the Paducah area, said contract shall be in the amount of \$250,000, to be paid in quarterly installments, provided that budgeted funds from the FY21 budget are so adopted.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

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

**If yes, please list the Action Step Item Codes(s):** E-7 Recruit and incentivize the creation of new targeted industries

**Funds Available:** Account Name: Investment Fund

Account Number: 24000401-523070 ED0006

**Staff Recommendation:** Give the authority to the Mayor to enter into a Contract For Services with GPEDC in the amount of \$250,000

**Attachments:**

1. COP GPEDC Contract 2020-21
2. Municipal Order - contract-GPEDC FY21

## CONTRACT FOR SERVICES

This Contract for Services, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF PADUCAH** ("City") and **GPEDC, Inc.**, d/b/a **GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL (GPEDC)**, a Kentucky not-for-profit corporation.

### WITNESSETH:

**WHEREAS**, GPEDC is a non-profit organization charged with the economic development of Paducah and McCracken County.

**WHEREAS**, the services of GPEDC as described herein are for the direct benefit of the citizens of the City of Paducah, and

**WHEREAS**, promoting investment and economic development in the Paducah area as well as supporting entrepreneurs and business development in the community serves a valid public purpose; and

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

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

**SECTION 1: TERM** The term of this contract for services shall be from July 1, 2020, until June 30, 2021.

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

### **SECTION 3: OPERATIONS PAYMENT**

- A. In consideration of the operating costs and debt service necessary to carry out the objectives and services of GPEDC for services described herein, the City shall pay GPEDC Two Hundred Fifty Thousand Dollars (\$250,000) to be paid in equal quarterly allocations of Sixty-Two Thousand Five Hundred Dollars \$62,500 each by the end of each quarter; provided however such payment may be reduced to recover payment if loans to GPEDC become past due. A quarterly invoice will be provided by GPEDC prior to payment.
- B. First Quarter Payment shall be made after ratification of this agreement by both parties. Subsequent quarterly payments shall be made by the end of each subsequent quarter following the receipt of the audit as required in Section 7(c). In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

- C. In the event this Contract for Services is terminated, the City shall not be obligated to make any further quarterly allocation payments

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

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

- Market the greater Paducah area and promote economic development through capital investment, job creation, and business start-up and retention.
- Act as local liaison to the Kentucky Cabinet for Economic Development and other local and regional economic development organizations.
- Provide staff support to the Paducah-McCracken Industrial Development Authority.
- Incur costs and expenses related to data compilation and maintenance required by companies making site decisions. This includes conducting, analyzing, and maintaining ongoing information including: competitive studies, the local labor market area, land availability, market trends, and such other data for the promotion of economic development.
- Monitor compliance with incentive agreements for the City and County and provide periodic written reports of such to the City Manager
- Partner with the City in the creation and implementation of an effective local business retention and expansion program.

**SECTION 6: INCENTIVES** GPEDC shall provide recommendations for incentives for the City Manager, and staff to review, in accordance and in compliance with City of Paducah Municipal Order No. 1714, “Guidelines for Providing Economic Incentives”, as amended.

**SECTION 7: ACCOUNTING**

- (A) GPEDC shall conduct all accounting, payroll, financial management, and shall make regular reports of GPEDC’s expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of GPEDC, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) GPEDC shall supply an annual financial audit to the City within two (2) weeks of its completion.

**SECTION 8: ENTIRE AGREEMENT** This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

**SECTION 9: WITHDRAWAL OF FUNDS** Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided GPEDC are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

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

**CITY OF PADUCAH**

By \_\_\_\_\_  
BRANDI HARLESS, Mayor

**GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL (GPEDC)**

By  \_\_\_\_\_  
BRUCE A. WILCOX  
Title PRESIDENT & CEO

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES WITH THE GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL IN AN AMOUNT OF \$250,000 FOR SPECIFIC SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Greater Paducah Economic Development Council in the amount of \$250,000, to be paid in equal quarterly allocations of \$62,500, for performance of services as outlined in said Contract. This contract shall become effective July 1, 2020 and expire June 30, 2021.

SECTION 2. This expenditure will be charged to the Investment Fund, Account Number 24000401-523070 ED0006, provided that budgeted funds from the FY21 budget are so adopted.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 24, 2020

Recorded by Lindsay Parish, City Clerk, June 24, 2020

\\mo\contract-GPEDC FY21

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: June 24, 2020

**Short Title:** Intent to Annex 1815 Olivet Church Road, 6215 Blandville Road and 5269 Hinkleville Road - **T TRACY**

**Category:** Ordinance

**Staff Work By:**

**Presentation By:** Tammara Tracy

**Background Information:** The property owners of 1815 Olivet Church Road and 6215 Blandville Road have requested annexation into the City of Paducah. In order to facilitate orderly growth in the regional trade center, the City is pursuing annexation of 5269 Hinkleville Road. The total area proposed to be annexed is 8.6 acres. A single-family home is located at 1815 Olivet Church Road; a single-family home with a dog grooming business is located at 6215 Blandville Road and an abandoned single-family home is located at 5269 Hinkleville Road. A final annexation ordinance will follow after approval of the Intent to Annex Ordinance.

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

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

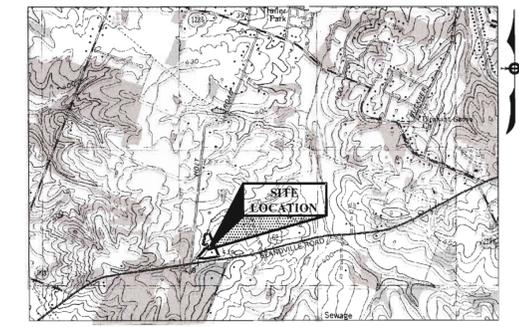
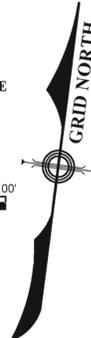
**Funds Available:** Account Name:  
Account Number:

**Staff Recommendation:** Staff recommends approval of the Intent to Annex Ordinance

**Attachments:**

1. Image\_20200320\_0002
2. Image\_20200320\_0003
3. Image\_20200320\_0004
4. Oliphant request for annexation
5. Bremer request for annexation
6. Ordinance

KENTUCKY STATE PLANE  
 COORDINATE SYSTEM-SOUTH ZONE  
 (NAD83) (2011)  
 (NAVD 88) (GEOID 18)  
 (SURVEY UNITS-U.S. FEET)



VICINITY MAP  
 SCALE: 1" = 2,000'

**LEGEND**

- ANNEXATION LINE
- - - ROAD CENTERLINE
- - - ADJOINING PROPERTY LINE
- ▨ CITY / COUNTY LIMITS

- NOTES:**
1. THE ANNEXATION BOUNDARY OF TRACT "A" SHOWN HEREON FORMS A GEOMETRICALLY CLOSED FIGURE.
  2. ANNEXATION TRACT "A" ADJOINS THE EXISTING CITY LIMITS OF PADUCAH, KENTUCKY ALONG THE SOUTH AND EAST BOUNDARIES OF THE TRACT.
  3. THIS ANNEXATION PLAT IS BASED ON PLAT OF THE EXISTING CITY LIMITS RECORDED IN PLAT SECTION "L", PAGE 195; THE NEAL & SHARON OLIPHANT DEED RECORDED IN DEED BOOK 860, PAGE 38; AND THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET DEED RECORDED IN DEED BOOK 709, PAGE 631; AND THE FOLLOWING RECORDED PLATS: PLAT SECTION "M", PAGE 236, PLAT SECTION "L", PAGE 1313.
  4. THIS SURVEY WAS PERFORMED BY REAL TIME KINEMATICS SURVEY METHODS USING SPECTRA PRECISION SP80 GPS RECEIVERS, WITH A SITE CALIBRATION SCALE FACTOR OF 1.000040575 BASED ON STATIC SITE CONTROL ESTABLISHED BY USE OF SPECTRA PRECISION SP80 RECEIVERS.

**SURVEYOR'S CERTIFICATE:**  
 I DO HEREBY CERTIFY TO THE CITY OF PADUCAH AND NEAL & SHARON OLIPHANT THAT THIS ANNEXATION PLAT, PREPARED BY THE UNDERSIGNED, WAS DONE IN ACCORDANCE WITH THE MOST RECENT REQUIREMENTS AS DEFINED BY 21 KAR 18:150 IN THE STATE OF KENTUCKY.

*Ricky A. Toshi* 2/19/20  
 RICKY A. TOSHI P.E. No. 8900 DATE

THIS PROPERTY IS SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN EXISTENCE. THIS DRAWING IS NOT VALID UNLESS ORIGINAL SIGNATURE AND SEAL ARE ATTACHED. ANY REPRODUCTION OR VARIANCE TO THIS SURVEY BY ELECTRONIC OR ANY OTHER MEANS ARE NOT TO BE CONSIDERED ISSUED BY THE LICENSED SURVEYOR.

**ANNEXATION PLAT:**  
 THIS PLAT REPRESENTS AN ANNEXATION PLAT TO COMPLY WITH KRS 81A.470 AND DOES NOT REPRESENT A BOUNDARY SURVEY AS DEFINED BY 201 KRS 18.150. THIS PLAT IS NOT INTENDED FOR LAND TITLE TRANSFER.

**CLIENT:** CITY OF PADUCAH  
 P.O. BOX 2267  
 PADUCAH, KY 42002-2267

**OWNER:** NEAL & SHARON OLIPHANT  
 6215 BLANDVILLE ROAD  
 PADUCAH, KY 42001

**COPYRIGHT:**  
 ALL RIGHTS RESERVED - COPYRIGHT © 2020 DUMMER SURVEYING & ENGINEERING SERVICES, INC. Reserve all rights to the information shown hereon. These plans may not be reproduced or copied without the express written consent of DUMMER SURVEYING & ENGINEERING SERVICES, INC. with full penalty of the law.

REV. No.	DATE	TYPE	BY	APPROVED/DATE
1	2/19/20	EDIT NOTES	R. TOSHI	

DRAWN BY: T. MEADOWS	FIELD SURVEY DATE: 1/13/20	SCALE: 1" = 50'
REVIEWED BY: R. TOSHI	FIELD BOOK No.: 190, PAGE 20	COORD. FILE: 2020004
APPROVED BY: DATE	REF. JOB No.:	SCREEN FILE: 2020004 ANNEXATION

**DUMMER SURVEYING & ENGINEERING SERVICES, INC.**

434 South 6th Street Paducah, Kentucky 42003 KY. 270-444-0220 IL. 618-524-4209 FAX 270-444-9493 www.dsandee.com

**ANNEXATION PLAT OF THE**  
**NEAL AND SHARON OLIPHANT PROPERTY**

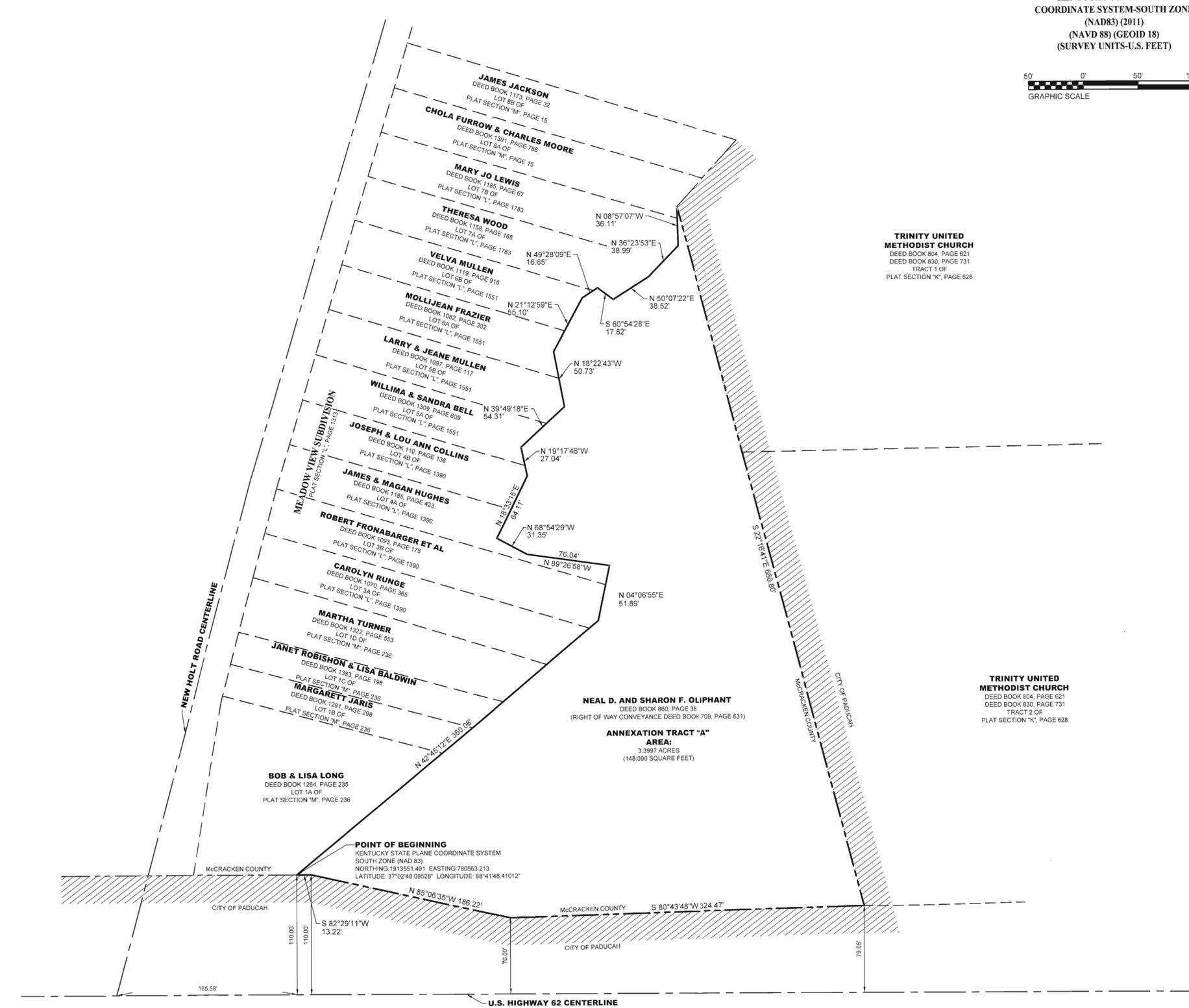
6215 BLANDVILLE ROAD  
 McCracken County, Kentucky

RECEIVED FEB 18 2020 Planning Department

STATE OF KENTUCKY LICENSED PROFESSIONAL LAND SURVEYOR

SHEET No. **1**

DATE JOB No. **2020004**



**CERTIFICATE OF RECORDING:**  
**"STATE OF KENTUCKY, COUNTY OF McCracken"**

I, JULIE GRIGGS, CLERK FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATE OF MY OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

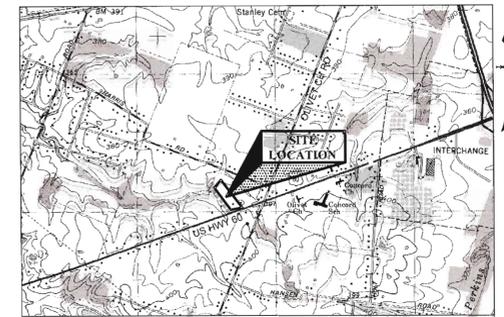
\_\_\_\_ BY \_\_\_\_\_ D.C.

RECORDED IN PLAT SECTION \_\_\_\_\_, PAGE \_\_\_\_\_.

**SITE DATUM CALCULATED FACTORS:**  
 ELLIPSOID FACTOR (EF) = 0.999983941190  
 COMBINED FACTOR (CF) = 0.999941850495 (CONVERSION FROM GROUND TO GRID)  
 PROJECT DATUM FACTOR (PDF) = 1.000058152886 (CONVERSION FROM GRID TO GROUND)

ANX 2020-025

KENTUCKY STATE PLANE  
COORDINATE SYSTEM-SOUTH ZONE  
(NAD83) (2011)  
(NAVD 88) (GEOID 18)  
(SURVEY UNITS-U.S. FEET)



**LEGEND**

- ANNEXATION LINE
- CITY / COUNTY LIMITS
- ADJOINING PROPERTY LINE

- NOTES:**
1. THE ANNEXATION BOUNDARY OF TRACT "A" SHOWN HEREON FORMS A GEOMETRICALLY CLOSED FIGURE.
  2. ANNEXATION TRACT "A" ADJOINS THE EXISTING CITY LIMITS OF PADUCAH, KENTUCKY ALONG THE SOUTH AND WEST BOUNDARIES OF THE TRACT.
  3. THIS ANNEXATION PLAT IS BASED ON PLAT OF THE EXISTING CITY LIMITS RECORDED IN PLAT SECTION "M", PAGE 1362; THE ALBERTA KING DEED RECORDED IN DEED BOOK 663, PAGE 790; AND THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET DEED RECORDED IN DEED BOOK 890, PAGE 28.
  4. THIS SURVEY WAS PERFORMED BY REAL TIME KINEMATICS SURVEY METHODS USING SPECTRA PRECISION SP80 GPS RECEIVERS, WITH A SITE CALIBRATION SCALE FACTOR OF 1.0000055604 BASED ON STATIC SITE CONTROL ESTABLISHED BY USE OF SPECTRA PRECISION SP80 RECEIVERS.

**SURVEYOR'S CERTIFICATE:**  
I DO HEREBY CERTIFY TO THE CITY OF PADUCAH AND ALBERTA KING THAT THIS ANNEXATION PLAT, PREPARED BY THE UNDERSIGNED, WAS DONE IN ACCORDANCE WITH THE MOST RECENT REQUIREMENTS AS DEFINED BY 21 KAR 18.150 IN THE STATE OF KENTUCKY.

*Ricky K. Tosh* 2/16/2020  
RICKY K. TOSH P.L.S. No. 2900 DATE

THIS PROPERTY IS SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN EXISTENCE. THIS DRAWING IS NOT VALID UNLESS ORIGINAL SIGNATURE AND SEAL ARE ATTACHED. ANY REPRODUCTION OR VARIANCE TO THIS SURVEY BY ELECTRONIC OR ANY OTHER MEANS ARE NOT TO BE CONSIDERED ISSUED BY THE LICENSED SURVEYOR.

**ANNEXATION PLAT:**  
THIS PLAT REPRESENTS AN ANNEXATION PLAT TO COMPLY WITH KRS 81A.470 AND DOES NOT REPRESENT A BOUNDARY SURVEY AS DEFINED BY 201 KRS 18.150. THIS PLAT IS NOT INTENDED FOR LAND TITLE TRANSFER.

**CLIENT:** CITY OF PADUCAH  
P.O. BOX 2287  
PADUCAH, KY 42002-2287

**OWNER:** ALBERTA KING  
c/o JOHN KING  
171 CHEROKEE PARK  
LEXINGTON, KY 40503

**COPYRIGHT:**  
ALL RIGHTS RESERVED - COPYRIGHT © 2020 DUMMER SURVEYING & ENGINEERING SERVICES, INC. Reserve all rights to the information shown hereon. These plans may not be reproduced or copied without the express written consent of DUMMER SURVEYING & ENGINEERING SERVICES, INC. with full penalty of the law.

REV. No.	DATE	TYPE	BY	APPROVED/DATE

DRAWN BY : T. MEADOWS	FIELD SURVEY DATE : 2/4/20	SCALE : 1" = 60'
REVIEWED BY : R. TOSH	FIELD BOOK No. : 195, PAGE 3	COORD FILE : 2020005
APPROVED BY : _____	REF. JOB No. : _____	SCREEN FILE : 2020005 ANNEXATION

**DUMMER SURVEYING & ENGINEERING SERVICES, INC.**  
434 South 6th Street Paducah, Kentucky 42003  
KY. 270-444-0220 IL. 618-524-4209 FAX 270-444-9493 www.dsande.com

**ANNEXATION PLAT OF THE ALBERTA KING PROPERTY**  
5269 HINKLEVILLE ROAD  
McCRACKEN COUNTY, KENTUCKY

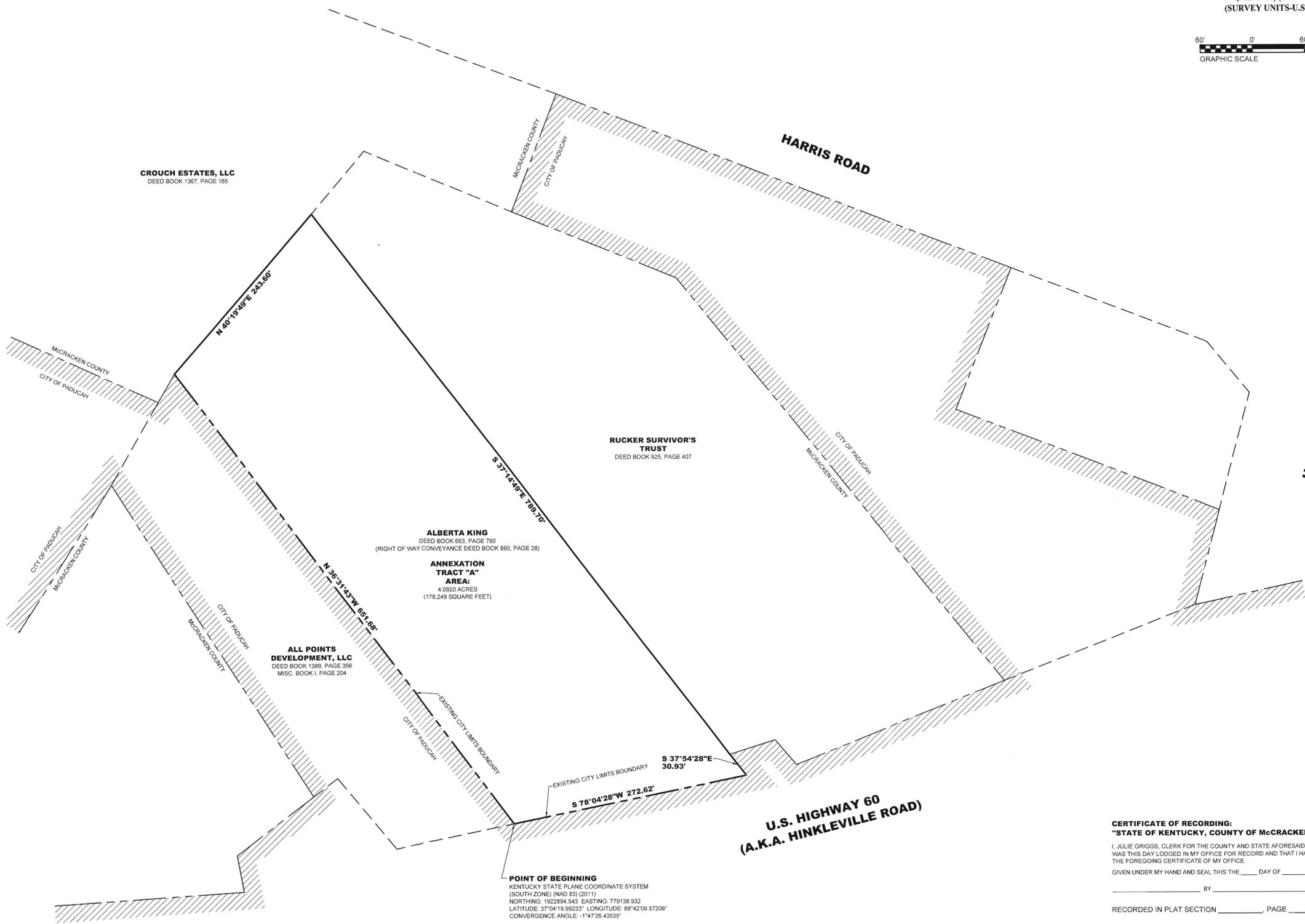
RECEIVED FEB 18 2020 Planning Department

SHEET No. **1**

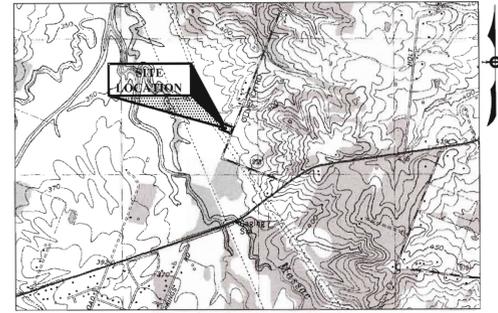
DS&E JOB No. **2020005**

**CERTIFICATE OF RECORDING:**  
"STATE OF KENTUCKY, COUNTY OF McCRACKEN"  
I, JULIE GRIGGS, CLERK FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATE OF MY OFFICE.  
GIVEN UNDER MY HAND AND SEAL THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.  
\_\_\_\_\_, BY \_\_\_\_\_, D.C.  
RECORDED IN PLAT SECTION \_\_\_\_\_, PAGE \_\_\_\_\_.

**SITE DATUM CALCULATED FACTORS:**  
ELLIPSOID FACTOR (EF) = 0.999985806881  
COMBINED FACTOR (CF) = 0.999941569561 (CONVERSION FROM GROUND TO GRID)  
PROJECT DATUM FACTOR (PDF) = 1.000058433853 (CONVERSION FROM GRID TO GROUND)



KENTUCKY STATE PLANE  
 COORDINATE SYSTEM-SOUTH ZONE  
 (NAD83) (2011)  
 (NAVD 88) (GEOID 18)  
 (SURVEY UNITS-U.S. FEET)



VICINITY MAP  
 SCALE: 1" = 2,000'

**LEGEND**

- ANNEXATION LINE
- ROAD CENTERLINE
- - - ADJOINING PROPERTY LINE
- ////// CITY / COUNTY LIMITS

**NOTES:**

1. THE ANNEXATION BOUNDARY OF TRACT "A" SHOWN HEREON FORMS A GEOMETRICALLY CLOSED FIGURE.
2. ANNEXATION TRACT "A" ADJOINS THE EXISTING CITY LIMITS OF PADUCAH, KENTUCKY ALONG THE SOUTH AND EAST BOUNDARIES OF THE TRACT.
3. THIS ANNEXATION PLAT IS BASED ON PLAT OF THE EXISTING CITY LIMITS DESCRIBED IN CITY ORDINANCE NO. 83-3-2362, THE LUCAS AND MOLLIE BREMER PROPERTY RECORDED IN DEED BOOK 1338, PAGE 191; AND THE FOLLOWING RECORDED PLATS: PLAT SECTION "J", PAGE 1030, PLAT SECTION "J", PAGE 733 AND PLAT SECTION "L", PAGE 966.
4. THIS SURVEY WAS PERFORMED BY REAL TIME KINEMATICS SURVEY METHODS USING SPECTRA PRECISION SP80 GPS RECEIVERS, WITH A SITE CALIBRATION SCALE FACTOR OF 1.000027996 BASED ON STATIC SITE CONTROL ESTABLISHED BY USE OF SPECTRA PRECISION SP80 RECEIVERS.

**SURVEYOR'S CERTIFICATE:**

I DO HEREBY CERTIFY TO THE CITY OF PADUCAH AND LUCAS & MOLLIE BREMER THAT THIS ANNEXATION PLAT PREPARED BY THE UNDERSIGNED, WAS DONE IN ACCORDANCE WITH THE MOST RECENT REQUIREMENTS AS DEFINED BY 21 KAR 18.150 IN THE STATE OF KENTUCKY.

*Ricky A. Tosh*  
 RICKY A. TOSH P.L.S. No. 2900 2/19/2020 DATE

THIS PROPERTY IS SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN EXISTENCE. THIS DRAWING IS NOT VALID UNLESS ORIGINAL SIGNATURE AND SEAL ARE ATTACHED. ANY REPRODUCTION OR VARIANCE TO THIS SURVEY BY ELECTRONIC OR ANY OTHER MEANS ARE NOT TO BE CONSIDERED ISSUED BY THE LICENSED SURVEYOR.

**ANNEXATION PLAT:**

THIS PLAT REPRESENTS AN ANNEXATION PLAT TO COMPLY WITH KRS 81A.470 AND DOES NOT REPRESENT A BOUNDARY SURVEY AS DEFINED BY 201 KRS 18.150. THIS PLAT IS NOT INTENDED FOR LAND TITLE TRANSFER.

**CLIENT:**

CITY OF PADUCAH  
 P.O. BOX 2287  
 PADUCAH, KY 42002-2287

**OWNERS:**

LUCAS AND MOLLIE BREMER  
 1815 OLIVET CHURCH ROAD  
 PADUCAH, KY 42001

**COPYRIGHT:**

ALL RIGHTS RESERVED - COPYRIGHT © 2020 DUMMER SURVEYING & ENGINEERING SERVICES, INC. Reserve all rights to the information shown hereon. These plans may not be reproduced or copied without the express written consent of DUMMER SURVEYING & ENGINEERING SERVICES, INC. with full penalty of the law.

REV. No.	DATE	TYPE	BY	APPROVED/DATE

DRAWN BY : T. MEADOWS	FIELD SURVEY DATE : 1/16/20	SCALE : 1" = 30'
DATE : 2/10/20		
REVIEWED BY : R. TOSH	FIELD BOOK No. : 191, PAGE 27	COORD FILE : 2019121
DATE : 2/10/20		
APPROVED BY : _____	REF. JOB No. :	SCREEN FILE : 2019121 ANNEXATION
DATE : _____		

**DUMMER SURVEYING & ENGINEERING SERVICES, INC.**  
 434 South 6th Street Paducah, Kentucky 42003  
 KY. 270-444-0220 IL. 618-524-4209 FAX 270-444-9493 www.dsande.com

**ANNEXATION PLAT OF THE  
 LUCAS AND MOLLIE BREMER PROPERTY  
 & ADJOINING OLIVET CHURCH ROAD RIGHT OF WAY**

1815 OLIVET CHURCH ROAD  
 McCracken County, Kentucky

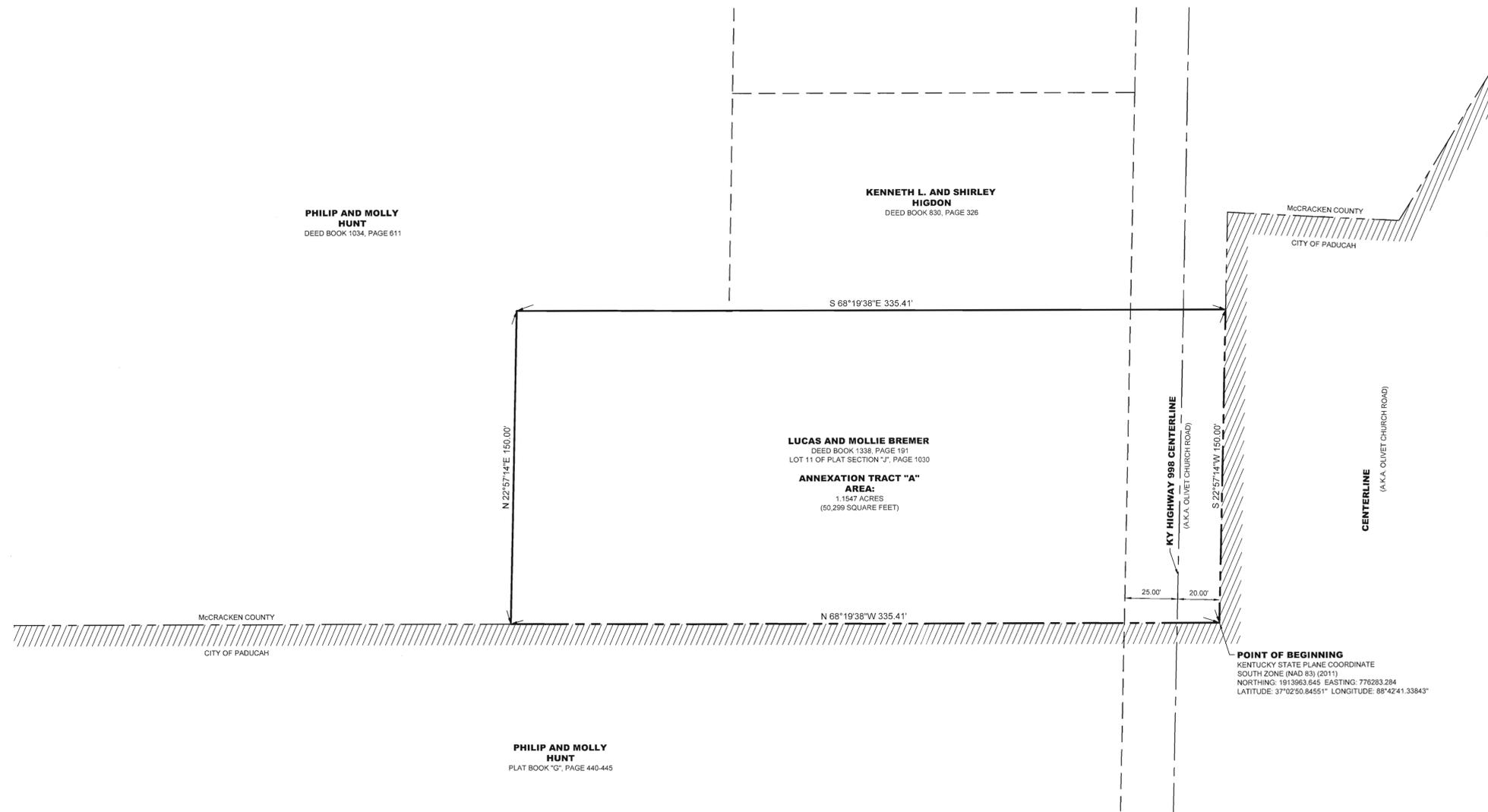
RECEIVED FEB 19 2023 Planning Department

STATE OF KENTUCKY LICENSED PROFESSIONAL SURVEYOR

SHEET No. **1**  
 DS&E JOB No. **2019121**

**SITE DATUM CALCULATED FACTORS:**

ELLIPSOID FACTOR (EF) = 0.999987370704  
 COMBINED FACTOR (CF) = 0.9999845221415 (CONVERSION FROM GROUND TO GRID)  
 PROJECT DATUM FACTOR (PDF) = 1.000054781585 (CONVERSION FROM GRID TO GROUND)



**CERTIFICATE OF RECORDING:  
 "STATE OF KENTUCKY, COUNTY OF McCracken"**

I, JULIE GRIGGS, CLERK FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATE OF MY OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
 \_\_\_\_\_ BY \_\_\_\_\_ D.C.

RECORDED IN PLAT SECTION \_\_\_\_\_, PAGE \_\_\_\_\_.

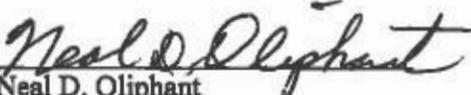
ANX 2020-026

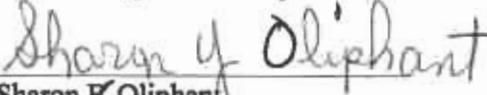
City of Paducah Mayor and Commission  
City Hall  
300 South 5th Street  
Paducah, Ky. 42002

9.14.19

RE: Request for Annexation into the City of Paducah  
Property Address: 6215 Blandville Road, Paducah, Ky. 42001  
Owners: Neal D. and Sharon F. Oliphant

Dear Mayor and Commission,  
This is a letter requesting the annexation of our property located at 6215 Blandville Road, Paducah Ky. 42001.  
It is requested that the City annex the property and zone it as R-4 with a conditional use for a Dog Kennel, Dog Grooming and Veterinary business.  
Please advise how to proceed.  
Respectfully,

  
Neal D. Oliphant

  
Sharon F. Oliphant

4-  
540

July 9, 2019

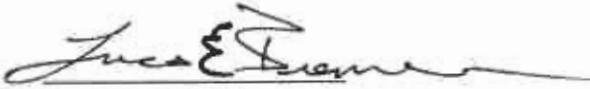
City of Paducah  
Attn: Joshua P. Sommer, Associate Planner  
300 South 5<sup>th</sup> Street  
Paducah, KY 42003

RE: Annexation of 1815 Olivet Church Road

Dear Mr. Sommer:

I, Lucas E. Bremer, am requesting annexation into the City of Paducah. My property is lot #11 on Plat J page 1030. My property meets the requirements of KRS 81A.410. I further request for my property to remain R-1 Low Density Residential Zoning after annexation into the City.

Thank you,

A handwritten signature in black ink, appearing to read "Lucas E. Bremer", with a long horizontal flourish extending to the right.

Lucas E. Bremer

ORDINANCE NO. 2020-\_\_\_\_\_-\_\_\_\_\_

AN ORDINANCE DECLARING THE CITY OF PADUCAH'S INTENT TO ANNEX CERTAIN PROPERTIES LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTIES TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS

WHEREAS, the properties intended to be annexed, approximately 8.6 acres of land located at 1815 Olivet Church Road, 6215 Blandville Road and 5269 Hinkleville Road, is contiguous to the City of Paducah and particularly and accurately set out in the legal descriptions below; and

WHEREAS, said properties are urban in character or suitable for urban development without unreasonable delay; and

WHEREAS, annexation has been requested by the following property owners: Neal & Sharon Oliphant for the property located at 6215 Blandville Road and Lucas Bremer for the property located at 1815 Olivet Church Road; and

WHEREAS, not all of the real property owners within the territory proposed to be annexed have given their consent to be annexed and the City of Paducah is pursuing the annexation of 5269 Hinkleville Road; and,

WHEREAS, said tracts of land are not within the boundary of another incorporated city.

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

SECTION 1. It is the intent of the City of Paducah, Kentucky, to annex the hereinafter described properties, and therefore that the hereinafter described properties be annexed to, and be made a part of the City of Paducah, Kentucky, said real properties being more particularly and accurately described as follows:

**LEGAL DESCRIPTION OF ANNEXATION  
NEAL & SHARON OLIPHANT PROPERTY**

A certain tract of land containing 3.3997 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on January 13, 2020, located on the north side of U.S. Highway 62 (aka Blandville Road) and east of New Holt Road in McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on Grid North from GPS static observation made on January 13, 2020. The horizontal control is based Kentucky State Plane Coordinates System South Zone (NAD 83) (2011) (NAVD 88) (GEOID 18).

Beginning at a point on the north right of way of U.S. Highway 62 and in the existing City of Paducah Kentucky limits, and being the southwest corner of the herein described tract, said point being located at Kentucky State Plane Coordinate North: 1913551.491, East: 780563.213; Latitude: 37°02'48.09528", Longitude: 88°41'48.41012";

Thence North 42 Degrees 45 Minutes 12 Seconds East for a distance of 360.08 feet to a point;  
Thence North 04 Degrees 06 Minutes 55 Seconds East for a distance of 51.89 feet to a point;

Thence North 89 Degrees 26 Minutes 58 Seconds West for a distance of 76.04 feet to a point;  
Thence North 68 Degrees 54 Minutes 29 Seconds West for a distance of 31.35 feet to a point;  
Thence North 18 Degrees 33 Minutes 15 Seconds East for a distance of 64.11 feet to a point;  
Thence North 19 Degrees 17 Minutes 46 Seconds West for a distance of 27.04 feet to a point;  
Thence North 39 Degrees 49 Minutes 18 Seconds East for a distance of 54.31 feet to a point;  
Thence North 18 Degrees 22 Minutes 43 Seconds West for a distance of 50.73 feet to a point;  
Thence North 21 Degrees 12 Minutes 59 Seconds East for a distance of 55.10 feet to a point;  
Thence North 49 Degrees 28 Minutes 09 Seconds East for a distance of 16.65 feet to a point;  
Thence South 60 Degrees 54 Minutes 28 Seconds East for a distance of 17.82 feet to a point;  
Thence North 50 Degrees 07 Minutes 22 Seconds East for a distance of 38.52 feet to a point;  
Thence North 36 Degrees 23 Minutes 53 Seconds East for a distance of 38.99 feet to a point;  
Thence North 08 Degrees 57 Minutes 07 Seconds West for a distance of 36.11 feet to a point in the existing City of Paducah Kentucky limits;  
Thence South 22 Degrees 16 Minutes 41 Seconds East for a distance of 660.80 feet with the existing City of Paducah Kentucky limits to a point in the north right of way of U.S. Highway 62;  
Thence with the right of way of U.S. Highway 62 and continuing the existing City of Paducah Kentucky limits the following (3) Three courses:

1. South 80 Degrees 43 Minutes 48 Seconds West for a distance of 324.47 feet to a point;
2. North 85 Degrees 06 Minutes 35 Seconds West for a distance of 186.22 feet to a point;
3. South 82 Degrees 29 Minutes 11 Seconds West for a distance of 13.22 feet to the point of beginning and being a part of the property described in Deed Book 860, Page 38 .

The above described tract forms a geometrically closed figure.

The subject property adjoins the existing City Limits of Paducah, Kentucky along its south and east boundaries.

**LEGAL DESCRIPTION OF ANNEXATION  
LUCAS & MOLLIE BREMER PROPERTY & ADJOINING OLIVET CHURCH  
RD RIGHT OF WAY**

A certain tract of land containing 1.1547 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on January 16, 2020, located on the west side of Kentucky Highway 998 (aka Olivet Church Road) and north of U.S. Highway 60 in McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on Grid North from GPS static observation made on January 16, 2020. The horizontal control is based Kentucky State Plane Coordinates System South Zone (NAD 83) (2011) (NAVD 88) (GEOID 18).

Beginning at a point on the east right of way of Kentucky Highway 998 and in the existing City of Paducah Kentucky limits, and being the southeast corner of the herein described tract, said point being located at Kentucky State Plane Coordinate North: 1913963.645, East: 776283.284; Latitude: 37°02'50.84551", Longitude: 88°42'41.33843";

Thence North 68 Degrees 19 Minutes 38 Seconds West for a distance of 335.41 feet crossing the right of way of Kentucky Highway 998 and with the existing City of Paducah Kentucky limits to a point;

Thence North 22 Degrees 57 Minutes 14 Seconds East for a distance of 150.00 feet leaving the City Limits boundary to a point;

Thence South 68 Degrees 19 Minutes 38 Seconds East for a distance of 335.41 feet crossing the right of way of Kentucky Highway 998 to a point in the east right of way of said highway and in the existing City of Paducah Kentucky limits;

Thence South 22 Degrees 57 Minutes 14 Seconds West for a distance of 150.00 feet with the east right of way of Kentucky Highway 998 and the existing City of Paducah Kentucky limits to the point of beginning and being the property described in Deed Book 1338, Page 191 and a portion of the right of way of Kentucky Highway 998.

Together with and subject to covenants, easements, right of ways and restrictions of record and in existence.

### **LEGAL DESCRIPTION OF ANNEXATION ALBERTA KING PROPERTY**

A certain tract of land containing 4.0920 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on January 21, 2020, located on the north side of U.S. Highway 60 (aka Hinkleville Road) and west of U.S. Highway 998 (aka Olivet Church Road) in McCracken County, Kentucky and being more particularly described as follows:

Bearings described herein are based on Grid North from GPS static observation made on January 21, 2020. The horizontal control is based Kentucky State Plane Coordinates System South Zone (NAD 83) (2011) (NAVD 88) (GEOID 18).

Beginning at a point on the north right of way of U.S. Highway 60 and in the existing City of Paducah Kentucky limits, and being the southwest corner of the herein described tract, said point being located at Kentucky State Plane Coordinate North: 1922894.543, East: 779138.932; Latitude: 37°04'19.99233", Longitude: 88°42'09.57208";

Thence North 36 Degrees 31 Minutes 43 Seconds West for a distance of 651.68 feet with the existing City of Paducah Kentucky limits to a point;

Thence North 40 Degrees 19 Minutes 49 Seconds East for a distance of 243.60 feet to a point;

Thence South 37 Degrees 14 Minutes 49 Seconds East for a distance of 789.70 feet to a point in the right of way of U.S. Highway 60;

Thence with the right of way of U.S. Highway 60 and the existing City of Paducah Kentucky limits the following (2) Two courses:

1. South 37 Degrees 54 Minutes 28 Seconds East for a distance of 30.93 feet to a point;
2. South 78 Degrees 04 Minutes 28 Seconds West for a distance of 272.62 feet to the point of beginning and being a part of the same property described in Deed Book 663, Page 790 of the McCracken County Clerk's office.

The above described tract forms a geometrically closed figure.

The subject property adjoins the existing City Limits of Paducah, Kentucky along its south and west boundaries.

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

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

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, May 26, 2020

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Paducah City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

\ord\plan\annex – intent Blandville, Olivet Church, Hinkleville – Oliphant, Bremer, King

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: June 24, 2020

Short Title: City of Paducah, Kentucky's Fiscal Year 2020-2021 Budget Adoption - **J PERKINS**

Category: Ordinance

Staff Work By: James Arndt, Audra Herndon, Jonathan Perkins, Corie Cole, Kamra Dunn  
Presentation By: Jonathan Perkins, James Arndt

Background Information: The FY2021 budget ordinance adopts the plan for revenues and expenditures for the City of Paducah, Kentucky for the fiscal year ending June 30, 2021.

### **The proposed Fiscal Year 2021 budget....**

- 1) Is based on the theme "Budget in Place";
- 2) Includes a 10% decrease assumption in major revenues sources due to the COVID-19 Medical Recession;
- 3) Includes all annual debt service payment obligations;
- 4) Includes a 2.5% wage adjustment as contractually obligated for IAFF and FOP, a 2.5% increase for non-represented employees, and, a 2% increase as contractually obligated for AFSCME;
- 5) Allows for the minimum 12% General Fund reserve requirement;
- 6) Includes funds for the newly created 'Grant in Aid' program;
- 7) Utilizes 'unreserved cash balances' from the General (\$1.5 million), Radio (\$789,375) and Debt Service Funds (\$500,000); and,
- 8) Includes 6-month 'look back' for revenue assumptions.

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

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

Funds Available:   Account Name:  
                                  Account Number:

Staff Recommendation: Adopt the FY2021 Budget Ordinance

### **Attachments:**

1.   FY2021 - Budget Ordinance
2.   FY2021 - Publication
3.   FY2021 - Summary by Type

ORDINANCE NO. 2020-06-

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, 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 2021.

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, 2020 and ending June 30, 2021, 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, 2020 and ending June 30, 2021.

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

A. The General Fund's minimum undesignated cash balance shall be 12% of the General Fund's budgeted appropriations. The Investment Fund's minimum undesignated cash balance shall be 12% of the Investment Fund's budgeted appropriations. The Solid Waste Fund's minimum unreserved cash balance shall be 12% 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 2020) to be applied to the Comprehensive Health Insurance Benefit Plan (Cafeteria Plan) as directed by the employee. In January 2021, 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 9, 2020  
Adopted by the Board of Commissioners, June 24, 2020  
Recorded by Lindsay Parish, City Clerk, July \_\_\_\_, 2020  
Published by The Paducah Sun.  
ORDINANCE Budget FY2021

<u>FUNDS</u>	<u>APPROPRIATIONS</u>
GENERAL	\$ 35,888,465
MAP	1,471,000
INVESTMENT	5,113,560
CDBG	200,000
E911	2,205,665
COURT AWARDS	70,750
DEBT	4,470,945
CIP	21,073,075
BOND FUND	19,756,000
SOLID WASTE	5,928,250
SECTION 8	93,825
TRANSIENT BOAT DOCK	105,605
CIVIC CENTER	85,600
RENTAL	132,210
RADIO DEPR	888,485
FLEET MAINTENANCE	594,225
FLEET LEASE TRUST	1,999,000
INSURANCE	1,437,405
HEALTH INSURANCE	3,729,000
AEPF	13,625
PFPF	1,011,350
OTHER TRUSTS	<u>69,300</u>
	<u>\$ 106,337,340</u>

City of Paducah  
 Annual Operating Budget for All Funds and Categories of Government  
 Estimated Appropriations & Expenditures  
 FY2021 (July 1, 2020 to June 30, 2021)  
 Exhibit No. 1

	General Fund	Special Revenues	Capital Projects	Debt Service	Enterprise Funds	Internal Service	Trust Funds	Total
<b>Sources:</b>								
Fines	\$ 73,500	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 103,500
Grants	843,000	860,290	-	51,275	149,545	-	-	1,904,110
Interest Income	157,000	121,700	-	13,000	20,000	45,000	120,000	476,700
Bond Proceeds	-	0	-	-	-	-	-	0
Charges for Service	721,525	35,000	-	-	4,629,520	5,468,405	0	10,854,450
Other Fees	54,500	-	-	-	0	-	1,000	55,500
Occupational License	23,043,000	4,800,000	-	686,715	-	-	-	28,529,715
Permits & Fees	523,000	-	-	-	3,000	-	-	526,000
Property Rent	428,000	270,862	-	289,000	32,500	985,000	-	2,005,362
Property Taxes	7,292,000	-	-	-	-	-	-	7,292,000
Recreation Fees	117,000	-	-	-	-	-	-	117,000
Sales	23,300	-	-	-	40,000	25,000	362,000	450,300
Other Taxes	-	1,200,000	-	-	-	-	-	1,200,000
<b>Total</b>	<b>\$ 33,275,825</b>	<b>\$ 7,317,852</b>	<b>\$ -</b>	<b>\$ 1,039,990</b>	<b>\$ 4,874,565</b>	<b>\$ 6,523,405</b>	<b>\$ 483,000</b>	<b>\$ 53,514,637</b>
Fund Transfers In	\$ 1,042,755	\$ 1,389,375	\$ 21,073,075	\$ 2,943,945	\$ 111,055	\$ 260,225	\$ 356,625	\$ 27,177,055
<b>Total Sources</b>	<b>\$ 34,318,580</b>	<b>\$ 8,707,227</b>	<b>\$ 21,073,075</b>	<b>\$ 3,983,935</b>	<b>\$ 4,985,620</b>	<b>\$ 6,783,630</b>	<b>\$ 839,625</b>	<b>\$ 80,691,692</b>
<b>Expenditures:</b>								
Administration	\$ 1,979,910	\$ -	\$ 19,975,000	\$ -	\$ -	\$ -	\$ -	\$ 21,954,910
Finance	1,140,305	244,565	-	3,970,945	-	3,436,405	69,300	8,861,520
Information Technology	705,020	-	-	-	-	-	-	705,020
Customer Experience	429,745	-	-	-	-	-	-	429,745
Planning	618,350	200,000	90,000	-	93,825	-	-	1,002,175
Police	10,801,375	70,750	-	-	-	-	-	10,872,125
Fire	9,313,245	-	50,000	-	-	-	-	9,363,245
Public Works	4,247,210	1,471,000	188,075	-	-	594,225	-	6,500,510
Parks	3,296,955	-	-	-	191,205	-	-	3,488,160
Cable Authority	88,570	-	-	-	-	-	-	88,570
Human Rights	17,025	-	-	-	-	-	-	17,025
Engineering	1,458,290	-	770,000	-	-	-	-	2,228,290
Human Resources	356,360	-	-	-	-	3,664,000	-	4,020,360
Investment Fund	-	989,250	-	-	-	-	-	989,250
E911	-	2,059,870	-	-	-	-	-	2,059,870
Solid Waste	-	-	-	-	5,554,535	-	-	5,554,535
Pensions	-	-	-	-	-	-	1,024,975	1,024,975
Fund Transfers Out	1,436,105	24,802,235	-	500,000	373,715	65,000	-	27,177,055
<b>Total Expenditures</b>	<b>\$ 35,888,465</b>	<b>\$ 29,837,670</b>	<b>\$ 21,073,075</b>	<b>\$ 4,470,945</b>	<b>\$ 6,213,280</b>	<b>\$ 7,759,630</b>	<b>\$ 1,094,275</b>	<b>\$ 106,337,340</b>
Reserves Utilized	\$ (1,569,885)	\$ (21,130,443)	\$ -	\$ (487,010)	\$ (1,227,660)	\$ (976,000)	\$ (254,650)	\$ (25,645,648)

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: June 24, 2020

Short Title: Approve Sale of 5400 Commerce Drive to KSR Legacy Investment, Corp. - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt, Lindsay Parish

Presentation By: James Arndt

**Background Information:** The City of Paducah and McCracken County jointly own an industrial building located at 5400 Commerce Drive within the boundaries of Paducah, McCracken County, Kentucky. The building was constructed by the City and the County for the public purpose of economic development. The City, and the County entered into an Amendment to and Assumption of Lease Agreement dated on or about May 21, 2020, with KSR Legacy Investment, Corp. which contains a purchase option allowing the purchase of the building for the sum of \$3,600,000.00.

KSR Legacy has given notice to the City and the County that it desires to exercise the option to purchase the building. This ordinance authorizes the Mayor to enter into a deed with the County and with KSR Legacy to convey the Premises to KSR Legacy for the option price.

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

If yes, please list the Action Step Item Codes(s): E-1 Encourage and assist local business retention and expansion

Funds Available: Account Name:  
Account Number:

**Staff Recommendation:** Approve the ordinance to enter into a deed with McCracken County and KSR Legacy to convey the premises to KSR Legacy for the option price.

**Attachments:**

1. prop sale - KSR Purchase Property 5400 Commerce Drive

**ORDINANCE NO. 2020-\_\_\_\_\_ - \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,  
AUTHORIZING AND APPROVING THE SALE OF PROPERTY AT 5400  
COMMERCE DRIVE TO KSR LEGACY INVESTMENT, CORP. PURSUANT  
TO AN OPTION TO PURCHASE, IN CONJUNCTION WITH McCRACKEN  
COUNTY, KENTUCKY, WITH RESPECT TO A PUBLIC PROJECT; AND  
AUTHORIZING THE EXECUTION OF LEGAL DOCUMENTS RELATED  
THERETO

WHEREAS, the City of Paducah (the “City”) and McCracken County (the “County”) jointly own an industrial building located at 5400 Commerce Drive within the boundaries of Paducah, McCracken County, Kentucky, (“the Premises”) which building was constructed by the City and the County for the public purpose of economic development; and

WHEREAS, the City, and the County entered into an Amendment to and Assumption of Lease Agreement dated on or about May 21, 2020, with KSR Legacy Investment, Corp. (“KSR Legacy”) which contains a purchase option allowing the purchase of the Premises for the sum of \$3,600,000.00 (“the option price”); and

WHEREAS, KSR Legacy has given notice to the City and the County that it desires to exercise said purchase option; and

WHEREAS, the City now wishes to enter into a deed, as described herein, with the County and with KSR Legacy to convey the Premises to KSR Legacy for the option price

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

**SECTION 1. Recitals and Authorization.** The Board of Commissioners hereby declares the Premises to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby approves the transfer of the Property with compensation to KSR Legacy Investment Corporation for economic development purposes, all as supported by an independent appraisal. The City hereby authorizes and approves a deed by and between the City of Paducah, Kentucky and McCracken County, Kentucky, as Grantors, and KSR Legacy (or its permitted assignee, if any), as Grantee, for the purpose of conveying the Premises in exchange for payment of the option price, in substantially the same form attached hereto and made part hereof as **Exhibit A**, and for the execution of any and all other documents necessary to close on said transaction not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City or the City Manager. The approval of such changes, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of the deed and related closing documents by the authorized official.

**SECTION 2. 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 3. 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 4. Severability.** The provisions of this Ordinance are declared to be severable. If any section, phrase or provision shall for any reason be declared invalid, such declaration shall not affect the validity of the remainder of this Ordinance.

**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.

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, \_\_\_\_\_

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by City Clerk, \_\_\_\_\_

Published by *The Paducah Sun*, \_\_\_\_\_

Ord/prop sale - KSR Purchase Property 5400 Commerce Drive

Attachment: Exhibit "A" Deed.

**Exhibit A  
Deed**