



CITY COMMISSION MEETING
AGENDA FOR FEBRUARY 21, 2017
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE – Reagan Davidson, PTHS Senior

ADDITIONS/DELETIONS

PUBLIC HEARING – Multi-family Housing Revenue Bonds – Allied Falconite, LLC, Allied Community Services Corp.

	I.	<u>MINUTES</u>
	II.	<u>MOTION</u>
		A. R & F Documents
	III.	<u>ORDINANCE(S) – ADOPTION</u>
		A. Zone Change for Tri-State Construction Property – S. ERVIN
		B. Final Annexation for Tri-State Construction Property – S. ERVIN
		C. Agreement for Concrete Ready-Mix for 2017-2018 – R. MURPHY
		D. Pavement Marking Contract 2017-2018 – R. MURPHY
		E. Contract for 2017-2018 Equipment Rental – R. MURPHY
	IV.	<u>ORDINANCE(S)-INTRODUCTION</u>
		A. Approve Agreement with Paducah Police Department Bargaining Unit – M. RUSSELL & POLICE CHIEF BARNHILL
		B. Approve Agreement with the Professional Fire Fighters of Paducah, Local 168 – M. RUSSELL & FIRE CHIEF KYLE
		C. Approve Audit Contract for FY2017 – FY2020 – J. PERKINS
		D. Accept Bid & Approve Contract for the Noble Park Lake Bank Stabilization Project Phase II – M. THOMPSON & R. MURPHY
		E. Amend Taxicab Ordinance – POLICE CHIEF BARNHILL
		F. Amend Upper Story Residential Grant Program Ordinance – S. ERVIN

	V.	<u>CITY MANAGER REPORT</u>
	VI.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	VII.	<u>PUBLIC COMMENTS</u>
	VIII.	<u>EXECUTIVE SESSION</u>

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Paducah, Kentucky (the "Facility Jurisdiction") through its Paducah Board of Commissioners and the Public Finance Authority ("Issuer") will hold a public hearing at 5:30 p.m., local time, on February 21, 2017, in the Commission Chambers of City Hall, 300 South 5th Street, Paducah, Kentucky 42003, regarding a proposal by Allied Falconite, LLC or its successors or assigns (the "Borrower") whose sole member is Allied Community Services Corporation, a California nonprofit corporation, to the Issuer for the Issuer to issue its Multifamily Housing Revenue Bonds (the "Bonds") in the combined aggregate principal amount not to exceed \$35,000,000. A portion of the proceeds of the Bonds will be loaned to the Borrower for the purpose of (i) financing the acquisition, rehabilitation and equipping of 14 residential rental housing facilities containing approximately 570 apartment units for persons of low and moderate income located at: 2741 Trimble Street, 211 Colony Drive, 2801 Jefferson Street, 3528 Olivet Church Road, 100 Ora Lane, 1301 North 13th Street, 3425 Roell Circle, 2801 Jefferson Street and 3501 Buckner Lane, each in Paducah, Kentucky 42001, 207 Jason Drive, 333 Lakeview Drive and 610 Caldwell Street, each in Paducah, Kentucky 42003 (collectively, the "Facility"), and (ii) financing the costs of issuance incurred in connection with the Bonds.

The Bonds are expected to be issued pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, and the proceeds from the sale of the Bonds will be loaned to the Borrower and used to finance the acquisition, rehabilitation and equipping of the Facility.

The initial owner, operator or manager of the Facility is expected to be the Borrower. THE BONDS SHALL NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF FAITH AND CREDIT OR ANY TAXING POWER OF THE FACILITY JURISDICTION, THE AUTHORITY, THE COMMONWEALTH OF KENTUCKY, THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION OF THE COMMONWEALTH OF KENTUCKY OR THE STATE OF WISCONSIN.

The public hearing is being held pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended. The public is invited to comment on any of the matters herein noted, and all taxpayers, residents or interested parties who appear will be given a reasonable opportunity to express their views, both orally and in writing, on the proposed plan of financing for the Facility and other matters relating to the Bonds. Written comments may also be submitted to the Issuer and the Facility Jurisdiction through the Paducah Board of Commissioners by delivering such comments clearly marked "Re: Paducah Portfolio Project" to Steve Ervin at 300 South 5th Street, Paducah, Kentucky 42003. Written submissions should be mailed in sufficient time to be received on or before noon on the hearing date.

Notice dated February __, 2017.

Falconite Portfolio (Paducah, KY)

The Participants

The *Borrowers* are (i) Allied Falconite LLC and (ii) Whittier Partnership LLC, each a Kentucky limited liability company. The *Sole Member* of each Borrower is Allied Community Services Corporation, a California nonprofit corporation. The *Seller* is Falconite Real Estate Holdings, LLC, a Kentucky limited liability company. The members of the Seller are Michael Falconite and Nicole Roof.

The Projects

The Projects are located throughout Paducah, Kentucky consisting of a total of over 600 units and are comprised of the facilities listed below. The Borrowers will make necessary maintenance repairs to the Projects, which repairs will consist of items identified by a third party physical/capital needs assessment. Upon completion, at least 40% of the units in each Project will be occupied by families or individuals whose adjusted income does not exceed 60% (adjusted for family size) of the median gross income in McCracken County. Further, 75% of the units in each Project will be rented to persons whose income does not exceed 80% (adjusted for family size) of the area median gross income in McCracken County.

- | | |
|---|--|
| (1) Cardinal Point Apartments
2741 Trimble Street,
Paducah, Kentucky 42001; | (8) Ora Lane Apartments
100 Ora Lane
Paducah, Kentucky 42001; |
| (2) Colony Drive Apartments
211 Colony Drive
Paducah, Kentucky 42001; | (9) Southgate Manor
610 Caldwell Street
Paducah, Kentucky 42001; |
| (3) Fairlawn Apartments
2913 Jefferson Street
Paducah, Kentucky 42001; | (11) Whittier Apartments
1301 North 13th Street
Paducah, Kentucky 42001; |
| (4) Glenn Street Apartments
119–231 Glenn Street and
201–215 Jason Circle
Paducah, Kentucky 42003; | (12) Willow Oaks Apartments
3425 Roell Circle
Paducah, Kentucky 42001; |
| (5) Jordan's Crossing Townhomes
3528 Olivet Church Road
Paducah, Kentucky 42001; | (13) Black Oaks Townhomes
2801 Jefferson Street
Paducah, Kentucky 42001; and |
| (6) Lakeview Apartments
333 Lakeview Drive
Paducah, Kentucky 42001; | (14) Hillcrest Apartments
3501 Buckner Lane
Paducah, Kentucky 42001. |

FEBRUARY 21, 2017

I move that the following documents and bids be received and filed:

DOCUMENTS

1. Certificates of Liability Insurance
 - a. Premier Fire Protection, Inc.
 - b. D & D Construction of Paducah
2. Lease Agreement with Paducah Chiefs, Inc. for Brooks Stadium (MO # 1948)

BIDS FOR ENGINEERING PUBLIC WORKS

Noble Park Lake Bank Stabilization Project – Phase II

1. Youngblood Excavating Contracting, LLC *
2. MP Lawson Construction, Inc.

Agenda Action Form

Paducah City Commission

Meeting Date: February 14, 2017

Short Title: Annex Tri-State Construction Property

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin, Joshua P. Sommer
Presentation By: Stephen Ervin

Background Information:

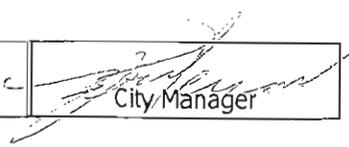
The intent of this agenda item is to annex 2901 & 2905 Lone Oak Road, 2825 Maryland Street and adjacent Lone Oak Road Right-of-Way into the City of Paducah. A new retail building is proposed to be constructed at this location. Mr. Billy Brooks with Tri-State Construction requested annexation into the City via letter dated November 17, 2016. The City Commission adopted Ordinance #2017-1-8466, which expressed the City's intent to annex this property, on January 24, 2017. This ordinance will officially annex 2901 & 2905 Lone Oak Road, 2825 Maryland Street and adjacent Lone Oak Road Right-of-Way into the City of Paducah.

Funds Available: Account Name: N/A
Account Number: N/A

Finance

Motion:

Attachments:

 Department Head	City Clerk	 City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: February 14, 2017

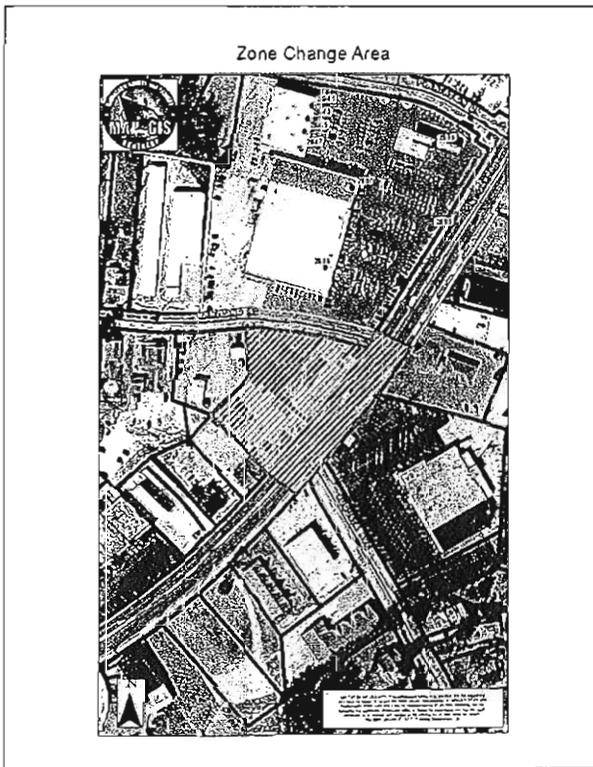
Short Title: Tri-State Construction Company Zone Change

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin, Joshua P. Sommer

Presentation By: Stephen Ervin

Background Information:



Key Components:

The applicant, Tri-State Construction Company, is requesting a zone change for 2901 & 2905 Lone Oak Road and 2825 Maryland Street from R-1 (Low Density Residential Zone) to HBD (Highway Business District). An intent to annex ordinance was adopted by the City Commission on January 24, 2017. This zone change request was initiated because the property owners petitioned the City of Paducah for annexation. When property is annexed into the City, it receives an automatic R-1 Low Density Residential designation, pursuant to Section 126-32 of the Paducah Zoning Ordinance.

A new retail strip center is proposed for this site. Retail and restaurant uses are principally permitted in the HBD, pursuant to Section 126-115 (1) of the Paducah Zoning Ordinance. The property to the north of these parcels (Banks

Market) is zoned HBD. Therefore, this would be a continuation of the Highway Business District.

Site Data:

Area: 1.922 acres

Public Utilities: Adequate water and sewer service available.

Public Services: Sanitation, police and fire service available.

Physical Characteristics: Each of the three lots contains one vacant building, which will be demolished.

Development Plan:

A 13,550 square foot retail strip center is proposed. Staff has reviewed the plan and relayed to the Engineer that:

- The two parking spaces off Maryland Street will need to be removed because vehicles parked there will back into the Right-of-Way of Maryland Street.
- All points of ingress/egress to either remain open or be closed should be better defined on the final site plan.
- Eight trees will be required.

These comments will not impede the submittal of a final site plan.

Land Use Patterns:

This section of Lone Oak Road has an established urban fabric. Banks Market is located north of this site across Maryland Street. Owen's Cleaners, Cape Electrical Supply, Southfork Lighting and O'Reilly Auto Parts are located on the east side of Lone Oak Road. A medical weight loss clinic is located south of this site.

Adjacent Properties:

North: Maryland Street and Banks Market.

East: Lone Oak Road and various businesses.

South: Medical weight loss clinic.

West: Portable building sales and two single-family homes.

Zoning:

HBD Highway Business District to the north. McCracken County Commercial "C" to the east, south and west. The parcels are proposed to be rezoned to HBD as follows:

Sec. 126-116. Highway Business District, HBD.

The intent of this district is to provide appropriate space and sufficient depth from the street to satisfy the needs of modern commercial development where access is entirely dependent on motor vehicle trade, and to encourage the development of these locations with such uses and in such a manner as to minimize traffic hazards and interference with other uses.

- (1) Permitted uses.
 - a. Any use permitted in the B-3 Zone

- b. Automobile service and repair establishments, including gasoline service stations, repair garages and automatic car-washing establishments;
 - c. Hotels and motels;
 - d. Recreational uses such as amusement parks, bowling alleys and roller-skating; archery ranges; miniature golf, golf-driving ranges and other similar recreational activities;
 - e. Souvenir shops, roadside stands and curio shops when incidental to another permitted use;
 - f. Office buildings;
 - g. Retail establishments (product processing is allowed only if the products are sold at retail on the premises);
 - h. Restaurants and eating establishments;
 - i. Commercial parking lots and parking garages;
 - j. Theaters.
- (2) Area regulations. The following requirements shall apply to all non-residential uses permitted in this district. All residential uses shall comply with the requirements of the R-4 Zone:
- a. Front yard. All buildings shall be set back from the street right-of-way line not less than 50 feet, except where a parallel access road is provided with construction requirements which meet the standards of the city street plan.
 - b. Side yard. The width of any side yard which abuts a residential district shall not be less than 25 feet. In all other cases each side yard shall not be less than 12 feet.
 - c. Rear yard. Each lot shall have a rear yard of not less than ten feet. Where a commercial building is serviced from the rear, there shall be a rear yard of not less than 30 feet; the depth of a rear yard which abuts a residential district shall not be less than 30 feet.
 - d. Lot width. Each lot shall have a width at the front building line of not less than 75 feet.
 - e. Lot area. There shall be a minimum lot area of not less than 10,000 square feet.
 - f. Height requirements. None.
 - g. Parking requirements. Same as section 126-71.
 - h. Highway access. All points of ingress and egress to major arterials shall be at least 350 feet from the ramp pavement transition point of highway interchanges.

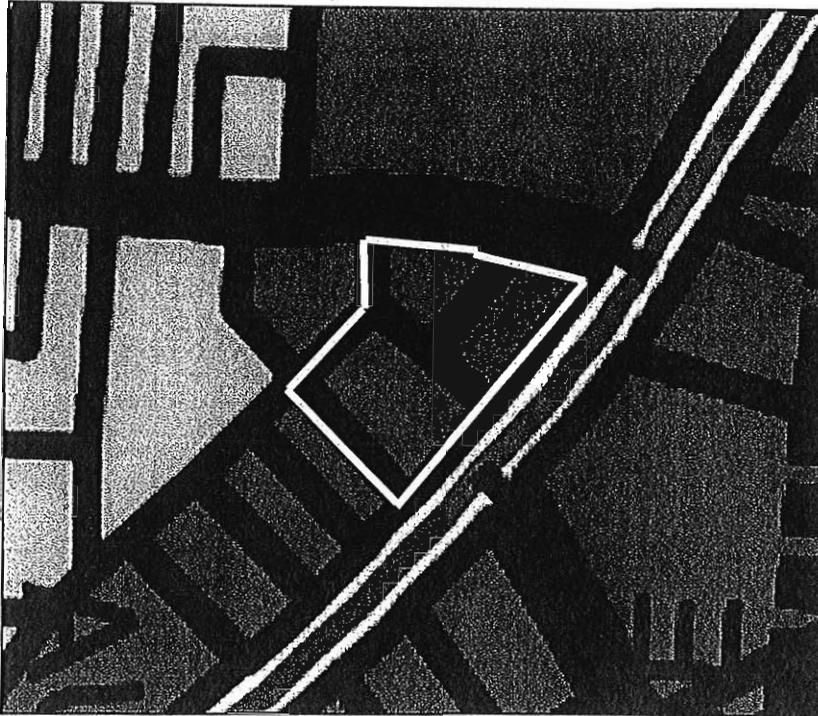
Findings required for map amendment:

KRS – 100.213 Before any map amendment is granted, the Planning Commission must find that the map amendment is in agreement with the comprehensive plan, or in the absence of such a finding, that one or more of the following apply and such findings shall be recorded in the minutes and records of the Planning Commission and City Commission:

That the existing zoning classification given to the property is inappropriate and the proposed zoning classification is appropriate; or

That there have been major changes of an economic, physical or social nature within the area involved which were not anticipated in the comprehensive plan and which have substantially altered the basic character of the area.

Staff Analysis – The area proposed to be re-zoned is in compliance with the Future Land Use Map. The Future Land Use Map shows the area to be zoned “Commercial”. A retail building is principally permitted in the Highway Business District.



At the February 6, 2017 Planning Commission meeting, a recommendation to change the zoning to Highway Business District (HBD) was forwarded to the City Commission.

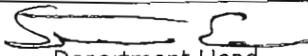
Funds Available: Account Name: N/A
 Account Number: N/A

Finance

Motion:

Attachments:

Planning Commission Resolution
Zone Change Map/Development Plan

 Department Head	City Clerk	 City Manager
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Agenda Action Form Paducah City Commission

Meeting Date: February 14, 2017

Short Title: Agreement for Concrete Ready-Mix for 2017-2018

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Brandy Topper-Curtiss, Street Superintendent
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On January 12, 2017, sealed bids were opened and read aloud for the City of Paducah's purchase of Concrete Ready-Mix. This contract will be utilized to obtain Concrete Ready-Mix required for various construction projects, street repair and miscellaneous projects within the City of Paducah for the 2017 and 2018 calendar year. Two bids were received, with Federal Materials submitting the lowest base bid for the Concrete Ready-Mix unit bid prices as shown on the attached bid tab. The contract unit prices shall begin upon execution of the contract and end December 31, 2018. The contract has the option for an additional one-year renewal, ending December 31, 2019, upon the mutual agreement of both parties.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Various Accounts
Account Number:
Project Number:

 2/3/2017
Finance

Staff Recommendation:

To receive and file the bids submitted for the 2017-2018 Concrete Ready-Mix Contract and adopt an Ordinance authorizing the Mayor to enter into an agreement with The Federal Materials Co., LLC, for the unit prices listed on the attached bid tab for the 2017 and 2018 calendar year ending December 31, 2018; and to authorize the Mayor, subsequent to the recommendation of the City Engineer-Public Works Director, the option to execute a "One-Year Renewal Agreement" extending the contract time period for the 2019 calendar year ending December 31, 2019, upon the mutual agreement of both parties.

Attachments:

Advertisement, Bids, Bid Tab, proposed Contract

 Department Head	City Clerk	 City Manager
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Agenda Action Form Paducah City Commission

Meeting Date: February 14, 2017

Short Title: 2017-2018 Pavement Marking Contract

Ordinance Emergency Municipal Order Resolution Motion

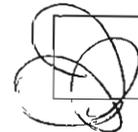
Staff Work By: Brandy Topper-Curtiss, EPW Street Superintendent
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On January 12, 2017, sealed bids were opened and read aloud for the City of Paducah's 2017-2018 Pavement Marking Contract, with Brehm Striping Company, Inc., submitting the only bid. This program consists of the installation of required pavement marking on various City streets for the remaining portion of the 2017 calendar year and the 2018 calendar year ending December 31, 2018. The contract will have the option for a one-year extension, ending December 31, 2019, if both parties agree.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number: Various Accounts
Project Number:

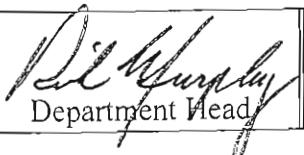
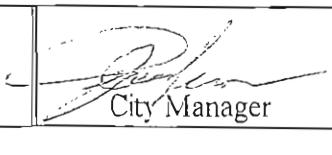
 2/3/2017
Finance

Staff Recommendation:

To receive and file the received bid and adopt an Ordinance authorizing the Mayor to enter into a contract with Brehm Striping Company, Inc., at the unit prices listed on the Bid Proposal for the Pavement Marking Contract for the remainder of the 2017 calendar year and the 2018 calendar year ending December 31, 2018; and to authorize the Mayor, subsequent to the recommendation of the City Engineer-Public Works Director, the option to execute a "One Year Renewal Agreement" extending the contract time period for the 2019 calendar year ending December 31, 2019, upon the mutual agreement of both parties.

Attachments:

Bid, Bid Tab, Advertisement and proposed Contract

 Department Head	City Clerk	 City Manager
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Agenda Action Form Paducah City Commission

Meeting Date: February 14, 2017

Short Title: Contract for 2017-2018 Equipment Rental

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Brandy Topper-Curtiss, Street Superintendent
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On January 12, 2017, sealed bids were received for the City of Paducah's 2017-2018 Equipment Rental Contract. Three bids were received, with Danny Cope & Sons submitting the lowest evaluated bid for the hourly equipment rates including operator as shown on the attached bid tab. The equipment rental hourly rates will begin upon execution of the contract and end December 31, 2018. The contract has a one-year renewal option, ending December 31, 2019, upon the mutual agreement of both parties.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Various Accounts
Account Number:

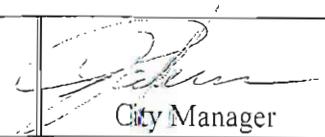
 2/13/2017
Finance

Staff Recommendation:

To receive and file the attached bids for Equipment Rental and adopt an Ordinance authorizing the Mayor to execute a Contract with Danny Cope & Sons for Equipment Rental at the hourly rates listed on the attached bid tab for the 2017 and the 2018 calendar year; and to authorize the Mayor, subsequent to the recommendation of the City Engineer-Public Works Director, the option to execute a "One-Year Renewal Agreement" extending the contract time period for the 2019 calendar year ending December 31, 2019, upon the mutual agreement of both parties.

Attachments:

Advertisement, Bids, Bid Tab, copy of the Contract

 Department Head	City Clerk	 City Manager
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Agenda Action Form Paducah City Commission

Meeting Date: February 21, 2017

Short Title: Paducah Police Department Bargaining Unit Agreement (FOP)

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson, Martin Russell, Jon Perkins, Brandon Barnhill,
Brian Krueger, David White, Heather Rushing
Presentation By: Martin Russell, Brandon Barnhill

Background Information: The current contract with the Paducah Police Department Bargaining Unit expires June 30, 2017. Negotiations on the new contract began on January 11, 2017 and concluded on January 25, 2017. The City has been advised that the membership has voted to approve the attached contract.

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

- Administrative Changes:
 - Changed Reference to all dates to reflect new 3 year contract (July 1, 2017 – June 30, 2020)
 - Updated wage table to include proposed wage increases
 - Dues Deduction section changed to reflect recent state Right to Work Legislation language
- Holiday's Pay
 - Members of the bargaining unit who are considered "on call" on a holiday shall receive two (2x) times their regular rate of pay for being on-call on the actual holiday. If called out on the actual holiday, officers shall receive two (2x) times their regular pay for all hours worked on the holiday.
- Wages:
 - Annual increases of 1.5%, 1.75%, 2.0% in 2017, 2018, 2019 respectively
 - Wage Rates to add longevity pay as follows:
 - July 1, 2017 Additional \$.20/Hour to members of the bargaining unit with 5 or more actual years of service
 - July 1, 2017 Additional \$.15/Hour to members of the bargaining unit with 10 or more actual years of service
 - July 1, 2017 Additional \$.11/Hour to members of the bargaining unit with 15 or more actual years of service

- July 1, 2017 Additional \$.06/Hour to members of the bargaining unit with 20 or more actual years of service
- Total wage and fringe benefit increase impact over the three year period is estimated to be \$630,000. The calculation considers maintaining current staffing levels.

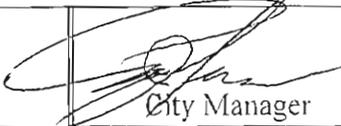
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

 2/16/2017 Finance

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

Attachments: Agreement between the City of Paducah and the Paducah Police Department Bargaining Unit.

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2017-2-_____

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

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute an agreement and other associated documents between the City of Paducah and the Paducah Police Department Bargaining Unit.

SECTION 2. This Agreement shall be effective from July 1, 2017, to June 30, 2020.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, February 21, 2017

Adopted by the Board of Commissioners, _____

Recorded by Tammara S. Sanderson, City Clerk, _____

Published in *The Paducah Sun*, _____

\\ord\police\contract-bargain unit 2017-2020

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

July 1, 2017 to June 30, 2020

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Agreement

THIS AGREEMENT is made and entered into on the 1st day of July, 2017 by and between the City Of Paducah, hereinafter referred to as "City" or "Employer" and the Paducah Police Department Bargaining Unit, hereinafter referred to as "Unit" or "Bargaining Unit" organized under the auspices of Jackson Purchase Lodge 15 of the Fraternal Order of Police, hereinafter referred to as the "Bargaining Unit."

WITNESSETH

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

ARTICLE 1. DEFINITIONS

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

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

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

ARTICLE 2. RECOGNITION

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

ARTICLE 3. MEMBERSHIP AND DUES DEDUCTION

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

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

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

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

ARTICLE 4. NON-DISCRIMINATION

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

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

ARTICLE 5. MANAGEMENT RIGHTS

Section 1. Except as expressly modified by a specific provision of this Agreement, the City retains its sole and exclusive rights to operate and manage its affairs in all respects. The exclusive rights of the City which are not abridged by this Agreement include, but are not limited to, hire and to be the sole judge of qualifications of applicants. The City has the sole right to direct the work force; to discipline or discharge for just cause; to establish, maintain, and modify departmental rules and procedures; to layoff and recall; to be the judge of whom to promote and the methods and procedures for promotions; to assign work, to transfer employees from one station to another in a manner most advantageous to the City; to contract and to subcontract with outside contractors; to establish, modify or change manning of equipment, amount of equipment in the fleet, etc.; the right to direct members of the police department, including the right to hire, promote, or transfer any employee; the right to organize and reorganize the police department in any manner permitted by law including the size of the police department and the determination of job classifications; the right to determine the method and frequency of pay, the allocation of assignment of work to employees within the police department in a manner most advantageous to the City; to introduce new, improved or different methods or techniques of operation or to change existing methods and techniques of operation; to establish basic and in-service training programs and requirements of upgrading the skills of employees with adequate training; to determine the location, methods, means and personnel by which operations are to be conducted; to establish, implement and maintain an internal security practice; to schedule overtime, vacations, days-off and holidays off; to determine rank based upon the duties assigned; and to take whatever actions may be necessary to carry out the mission of the City in dire emergency situations

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

ARTICLE 6. PUBLIC OBLIGATION

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

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

ARTICLE 7. GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. FIFTH STEP: If the grievance remains unadjusted, it may then be presented by the Union to the Board of Commissioners in writing within three working days after the response of the mediator. The written statement of appeal of the grievance shall set forth all the reasons and grounds for the grievance and the appeal to the Board together with a statement of the relief sought. A copy of all previous written documents involved in the action shall be attached to the grievance and made a part

thereof. The grievance will be placed on the Commission agenda within three weeks after it is presented and shall be heard in public session. A vote of three Commissioners will be required to deny the grievance. The decision of the City Commissioners is final and binding upon the parties, unless said decision is found to be arbitrary and capricious by a Court of appropriate jurisdiction.

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

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

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

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

ARTICLE 8. LABOR RELATIONS MEETINGS

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

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

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

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

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

Section 5.

- a. For each person selected to represent the Bargaining Unit at the Labor Relations meetings, the City will consider up to two hours per meeting of such service to be a part of his or her job duties when the meeting occurs during the assigned work hours of the representatives. However, such meetings shall not be scheduled so as to result in the payment of overtime for any designated representative to attend said meeting.
- b. It is further agreed that if special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

ARTICLE 9. DISCIPLINARY PROCEDURES

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

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

ARTICLE 10. WORK RULES

Section 1. The Bargaining Unit recognizes that the City, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, procedures and general orders.

Section 2. The City agrees that no work rules, regulations or employment policies shall be established that are in violation of any express terms of this Agreement.

Section 3. Any additions or amendments to the work rules, regulations, policies, procedures and general orders shall be reduced to writing, posted on the department bulletin boards and copies distributed to members of the Bargaining Unit five (5) days prior to implementation; however this section does not limit the right of the City, to meet emergency or operational needs, to implement any work rules or regulations, policies, or general procedures prior to the conclusion of the five (5) day notification period. The addition or amendment will be dated and state its effective date. Each employee shall sign to acknowledge receipt of same.

ARTICLE 11. BULLETIN BOARD

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

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

ARTICLE 12. SENIORITY

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

ARTICLE 13. SHIFT ASSIGNMENT

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

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

a. It is recognized that from time to time it is necessary in the interest of the operation of Police Department to make shift or unit reassignments as a result of vacancies in the ranks, temporary absences, training, community events, specialized assignments, or emergency circumstances which require adjustments in the shift structure. Such requirements shall be made when practical on the basis of seniority and shall be grievable under the terms of the grievance procedure.

b. It is further recognized that it may become necessary to reassign an individual Bargaining Unit member to another shift for corrective or retraining purposes for a period not to exceed six (6) months. The reasons for a shift reassignment shall be provided in writing to the member at the time of the reassignment also listing any prior corrective measures attempted. Such reassignment shall not be arbitrary and shall be grievable under the terms of the grievance procedure. Grievances involving such shift reassignment shall be filed directly with the Chief of Police at Step 2.

c. In the event a permanent (3 months or longer) vacancy occurs on a shift then employees on that same shift may exercise their seniority for preference of the vacant days-off schedule. Employees on corrective action or retraining assignment will be considered least in seniority for this preference and no more than two (2) officers per shift will be assigned for retraining or corrective action.

d. The parties agree that hardship and emergency cases will be handled on an individual basis. An employee should notify the shift or unit commander to initiate any special consideration.

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

ARTICLE 14. HEALTH AND SAFETY

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

a. The City agrees to provide safe working conditions and equipment for members of the Bargaining Unit in conformance with minimum standards of applicable law.

b. Employees and the Bargaining Unit accept the responsibility to follow all safety rules and safe working methods of the City. Employees shall report unsafe working conditions to their supervisors as soon as any unsafe working condition is known.

c. The City and the Bargaining Unit shall consider and discuss safety and health related matters and explore ideas for improving safety at the regularly scheduled Labor Relations meetings. Such matters will not be subject to the grievance procedure contained herein.

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

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

ARTICLE 15. WAIVER IN EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the Commonwealth of Kentucky, the Mayor of the City of Paducah, or the Federal or State Legislature, such as acts of God or civil disorder the following conditions of this Agreement may be temporarily suspended by the City:

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

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

Section 2. Upon the termination of the emergency grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 16. WORK WEEK & OVERTIME

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

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

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

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

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

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

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

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

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

ARTICLE 17 WAGE RATES

Section 1. Effective July 1, 2017, the members of the Bargaining Unit will receive a 1.5% wage increase, 1.75% and 2.0% July 1, 2018 and July 1, 2019 respectively. Actual increases will take effect on the first day of the pay period coincident with or following the effective date of the increase.

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

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

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

Certified Police Training Officer (PTO), Police Training Supervisor (PTS), and Police Training Coordinator (PTC) assigned another officer or recruit shall receive overtime pay as appropriate for hours that are required outside of the regular work schedule to complete work related to the assigned officer/recruit. The actual hourly rate of this classification of employee is \$.80/hour higher than that shown in the above wage rate schedule.

Police Officers assigned to Investigation duties as a Detective shall receive overtime pay as appropriate for hours that are required outside of the regular work schedule to complete work related to their assignment. The actual hourly rate of this classification of employee is \$1.00/hour higher than that shown in the above Wage Rate Schedule.

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

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

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

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

Section 6. Contingent upon approval of the City Manager and the Chief of Police, a newly hired employee may be given service credit for pay purposes only for previous law enforcement experience. The maximum credit will be five (5) years, but not more than one-half (1/2) the years of full service the new employee brings to the department from a previous employer. Such previous service will have to be from employment that would be considered beneficial to the City's current requirements for police officers' and at least equivalent to that of a current employee with the same amount of service with the department.

Section 7. Effective July 1, 2017 members of the bargaining unit who have five (5) or more actual years of service at the Paducah Police Department shall receive \$.20/hour higher than that shown in the pay rate schedule below.

Effective July 1, 2017 members of the bargaining unit who have ten (10) or more actual years of service at the Paducah Police Department shall receive \$.40/hour higher than that shown in the pay rate schedule below.

Effective July 1, 2017 members of the bargaining unit who have fifteen (15) or more actual years of service at the Paducah Police Department shall receive \$.61/hour higher than that shown in the pay rate schedule below.

Effective July 1, 2017 members of the bargaining unit who have twenty (20) or more actual years of service at the Paducah Police Department shall receive \$.81/hour higher than that shown in the pay rate schedule below.

****these rates will not compound upon each other****

Position			
SERGEANT	July - 17	July - 18	July - 19
5 Years	26.55	27.01	27.55
6 Years	26.65	27.12	27.66
7 Years	26.77	27.24	27.78
8 Years	26.87	27.34	27.89
9 Years	26.98	27.45	28.00
10 Years	27.09	27.56	28.11
11 Years	27.18	27.66	28.21
12 Years	27.28	27.76	28.32
13 Years	27.39	27.87	28.43
14 Years	27.49	27.97	28.53
15 Years	27.61	28.09	28.65
16 Years	27.72	28.21	28.77
17 Years	27.82	28.31	28.88
18 Years	27.91	28.40	28.97
19 Years	28.02	28.51	29.08
20 Years	28.13	28.62	29.19
21 Years	28.24	28.73	29.30
22 Years	28.36	28.86	29.44
23 Years	28.46	28.96	29.54
24 Years	28.57	29.07	29.65
25 Years	28.66	29.16	29.74

Position			
POLICE OFFICERS	July - 17	July - 18	July - 19
1 Years	22.14	22.53	22.98
2 Years	22.25	22.64	23.09

3 Years	23.30	23.71	24.18
4 Years	23.36	23.77	24.25
5 Years	24.12	24.54	25.03
6 Years	24.18	24.60	25.09
7 Years	24.23	24.65	25.14
8 Years	24.51	24.94	25.44
9 Years	24.63	25.06	25.56
10 Years	24.73	25.16	25.66
11 Years	24.85	25.28	25.79
12 Years	24.94	25.38	25.89
13 Years	25.06	25.50	26.01
14 Years	25.16	25.60	26.11
15 Years	25.27	25.71	26.22
16 Years	25.38	25.82	26.34
17 Years	25.48	25.93	26.45
18 Years	25.59	26.04	26.56
19 Years	25.70	26.15	26.67
20 Years	25.81	26.26	26.79
21 Years	25.90	26.35	26.88
22 Years	26.02	26.48	27.01
23 Years	26.12	26.58	27.11
24 Years	26.24	26.70	27.23
25 Years	26.34	26.80	27.34

ARTICLE 18 CLOTHING ALLOWANCE

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

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

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

Section 4. The City shall establish a credit/vendor or commissary system for employee purchases of clothing during the term of this agreement. A nine hundred dollar (\$900) vendor credit per officer is to be distributed the 1st day of January and each subsequent year during the term of this Agreement. The officer may use his credit at any time during the year to and may carry over any unused amounts to the next year. All non-uniformed personnel covered by the Bargaining Unit agreement shall receive one

thousand dollars (\$1,000) per year allocated in two installments of three hundred dollars (\$300) on the second payday in February and three hundred dollars (\$300) on the second payday in June each year of the contract, with the remaining four hundred dollars (\$400) to be deposited into the vendor credit system in the same manner as uniformed officers. Such disbursement shall be subject to all required withholdings per State and Federal law.

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

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

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

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

ARTICLE 19 VACATIONS

All employees of the police department shall receive vacation time as follows:

During the first fourteen (14) years of employment, vacation time shall accrue at the rate of one and one-quarter (1-1/4) days per month for a total of fifteen (15) days per year. Between the beginning of the fifteenth year and the beginning of the twentieth year, members shall accrue vacation time at the rate of one and one-half (1-1/2) days per month for a total of eighteen (18) days per year. From the beginning of the twentieth year to the beginning of the twenty-fifth year of employment, the accrual rate shall be one and three-fourths (1-3/4) days per month for a total of twenty-one (21) days per year. For all members with more than twenty-four (24) years of service, the accrual rate for vacation shall be two (2) days per month for a total of twenty-four (24) days per year. Each member may accrue up to a maximum of fifty (50) days of vacation at any one time. Absence for a fraction or part of a day that is chargeable to vacation in accordance with the provisions of this article shall be charged proportionately in an amount not smaller than one (1) hour increments.

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

ARTICLE 20 HOLIDAYS

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

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

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

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

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

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

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

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

Section 6. Members of the bargaining unit will be granted one (1) personal day each year of the contract. This personal day must be taken within the calendar year it is earned; it will not be rolled over into the next year. The personal day may be taken upon the officer's request, and in management's discretion (one officer per shift with 48 hour notice will be granted).

ARTICLE 21 SICK LEAVE

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

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

Section 2. Retirement Time Purchase [Applicable only to employees hired prior to 01/01/2014]: When an employee retires the City will purchase one day of retirement credit for each sick day accumulated up to a maximum of one year's retirement credit (242 days). An employee must have a minimum of 50 days accrued sick time at the time of retirement to receive this benefit. This benefit is contingent on CERS approval.

Section 3. Death Benefit: If an employee dies, the surviving spouse or designated beneficiary shall be entitled to the same unused sick leave benefits option as elected by the employee, either the retirement time purchase benefit described in Section 2 above or the payment alternative described in Section 4 below.

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

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

b. Employees electing the payment alternative who have 150 days of sick leave accumulated shall be paid an amount equivalent to one day's regular pay for 1/3 of all sick days accumulated over 150 days. Payment for these sick days shall be no later than the second paycheck in February of the following year.

c. Employees hired after this contract is executed who desire to select this payment alternative in lieu of the retirement time purchase benefit in Section 2 must state their desire in writing to the City Finance Director within 90 days of their date of employment.

d. Employees selecting this benefit in lieu of the retirement time purchase described in Section 2 shall accrue sick days at the rate of 1 1/3 days per month.

e. Employees who selecting this benefit in lieu of the retirement time purchase described in Section may accrue a maximum of 150 days of sick leave. All other employees may accrue a maximum of 242 days of sick leave.

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

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

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

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

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

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

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

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

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

ARTICLE 22 MILITARY LEAVE

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

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

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

ARTICLE 23 HEALTH INSURANCE

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

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

a) Elimination of Benefits- The City agrees not to eliminate all or substantially all benefits to diagnose or treat a particular condition under the "Plan."

b) Increase in Percentage Cost-Sharing- The City agrees not to increase (measured from March 23, 2010) the percentage cost-sharing (e.g., an increase in co-insurance paid by covered employees).

c) Increases in Fixed-Amount Cost-Sharing- The City agrees to adhere to the regulations governing increases in fixed amount cost-sharing (e.g., deductibles or co-payments) measured from March 23, 2010. The City will not increase fixed cost sharing above an inflationary adjustment of up to 15% above medical inflation fixed-amount cost-sharing other than co-payments (such as a deductible). Medical inflation is defined by reference to the overall medical care component of the Consumer Price Index for All Urban Consumers (CPI-U) (unadjusted) published by the Department of Labor (OMCC). For co-payments, The City agrees not to increase (measured from March 23, 2010) the fixed-amount co-payments above the greater of (1) \$5, increased by medical inflation; or (2) 15% above medical inflation.

d) Decrease in Rate of Employer Contributions – The City agrees not to decrease its contribution rate (whether based on a formula or on cost of coverage) for any tier of similarly situated individuals by more than 5 percentage points below the contribution rate on March 23, 2010. In the case of a self-insured plan, contributions by an employer or employee organization are equal to the total cost of coverage minus the employee contributions toward the total cost of coverage.

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

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

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

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

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

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

ARTICLE 24 LIFE INSURANCE

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

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

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

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

ARTICLE 25 LIABILITY INSURANCE

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

ARTICLE 26 STATUS OF BARGAINING COMMITTEE MEMBERS WHILE BARGAINING

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

ARTICLE 27 SEVERABILITY

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

ARTICLE 28 DURATION

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

All features of this contract shall remain in full force and effect unless amended or abandoned by mutual agreement through the 30th day of June 2020. If the parties are at impasse on this date then either

party may request mediation through the Kentucky Labor Cabinet and the provisions of this Agreement will remain in effect for an additional sixty (60) days.

Section 2. Between November 1 and 15, of 2019, either party may request in writing that negotiations be opened to modify or renew this Agreement. Within 10 days of receipt of the request to open negotiations the parties will meet and schedule at least four (4) negotiating meetings to be held between January 2 and March 1, 2020. Failure to reach tentative agreement in this timeframe may result in a forty-five (45) day suspension of negotiations. On or about April 16 negotiations will resume and if the parties come to an impasse, either party may request mediation services through the Kentucky Labor Cabinet and the current Bargaining Agreement will be extended for sixty (60) days. If there is no resolution through mediation or if the parties elect not to use mediation, then the City will present its last, best, final offer to the Bargaining Unit for a ratification vote.

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

Signature Page

IN WITNESS WHEREOF, the parties have hereunto set their hand this _____ day of February 2017.

This Agreement, approved by final ordinance shall become effective July 1, 2017.

For the City of Paducah, Kentucky:

For the Paducah Police
Department Bargaining Unit:

Brandi Harless
Mayor

Corey Willenborg
President

Agenda Action Form Paducah City Commission

Meeting Date: February 21, 2017

Short Title: The Professional Fire Fighters of Paducah Agreement (IAFF)

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson, Martin Russell, Jon Perkins, Steve Kyle, Kevin McKellips, Heather Rushing

Presentation By: Martin Russell, Steve Kyle

Background Information: The current contract with the Professional Fire Fighters of Paducah expires June 30, 2017. Negotiations on the new contract began on January 10, 2017 and concluded on February 7, 2017. The City has been advised that the membership has voted to approve the attached contract.

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

- Administrative Changes:
 - Changed Reference to all dates to reflect new 3 year contract (July 1, 2017 – June 30, 2020)
 - Updated wage table with proposed wage increases
 - Dues Deduction section addendum to reflect recent state Right to Work Legislation language
- Exchange of Duties and Union Business Leave:
 - Added language indicating an employee can qualify for up to six (6) months of work place coverage from qualified employees who voluntarily work or donate unused vacation time (as long as no overtime is predicted to be needed to maintain minimum staffing as contained in City policy and can't be granted any earlier than 72 hours before the start of the covered shift) as his/her replacement. The employee who is absent due to illness/injury will be paid and voluntary replacement will not receive compensation from the City or will have vacation time deducted if approved.
- Acting Pay:
 - Added language indicating Acting base wage rate
 - Captains acting as Assistant Chief #1 receive an additional \$10/hour
- Sick Leave and Pay:
 - Employees shall accrue sick leave at the rate of 1 1/3 days per month up to a maximum of 150 days of sick leave time.

- Retirement Time Purchase. Employees that entered the system prior to 1-1-2014 and selected the retirement time purchase benefit shall be allowed to maintain the retirement time purchase option until retirement. When these employees retire, the City will purchase one day of retirement credit for each sick day accumulated up to a maximum one year's retirement credit (242 days). An employee must have a minimum of 50 days accrued sick time of retirement to receive this benefit. This benefit is contingent on CERS approval. Employees in the retirement time purchase group accrue sick leave at the rate of 1 ½ days per month up to a maximum of 242 days of sick leave time.
- After an employee accrues 150 days in a given year, any sick time earned after that point within that year will be purchased by the City using the following formula. Beginning sick time plus annual accrual minus annual time used divided by 3. Payment for these days shall be an amount equivalent to one day's pay multiplied by the value determined above. Payment for these sick days shall be no later than the second paycheck of February of the following month.
- Wage Rates:
 - Proposed annual increases of 1.5%, 1.75%, 2.0% in 2017, 2018, 2019 respectively
 - Total wage and fringe benefit increase impact over the three year period is estimated at \$525,000. The calculation considered maintaining current staffing levels.

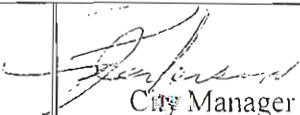
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

 Finance 2/16/2017

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

Attachments: Agreement between the City of Paducah and the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2017-2-_____

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

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

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

SECTION 2. This Agreement shall be effective from July 1, 2017 through June 30, 2020.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, February 21, 2017

Adopted by the Board of Commissioners, _____

Recorded by Tammara S. Sanderson, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\fire\IAFF 2017-2020

AGREEMENT

**BETWEEN
THE CITY OF PADUCAH**

AND

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

Effective

July 1, 2017

through

June 30, 2020

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PREAMBLE

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

ARTICLE 1 DEFINITIONS

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

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

ARTICLE 2 RECOGNITION

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

ARTICLE 3 MANAGEMENT RIGHTS

Section 1.

Except as expressly modified by a specific provision of this Agreement, the City retains its sole and exclusive rights to operate and manage its affairs in all respects. The exclusive rights of the City which are not abridged by this Agreement include, but are not limited to, its right to hire and to be the sole judge of qualifications of applicants. The City has the right to direct the working forces, to discipline or discharge for just cause, to establish, maintain and modify departmental rules and procedures; to lay off and recall; to be the judge of whom to promote and the methods and procedures for promotions; to assign work; to transfer employees from one station to another in a manner most advantageous to the City; to contract and to subcontract with outside contractors; to establish, modify or change manning of apparatus, amount of apparatus in the fleet, etc.; the right to direct the members of the Fire Department, including the right to hire, promote, or transfer any employee; the right to organize and reorganize the Fire Department in any manner permitted by law including the size of the Fire Department and the determination of job classifications; the right to determine the method and frequency of pay, the allocation and assignment of work to employees within the Fire Department in a manner most advantageous to the City; to introduce new, improved or different methods and techniques of operation or to change existing methods and techniques of operation; to establish basic in-service training programs and requirements of upgrading the skills of employees with adequate training; to determine the location, methods, means and personnel by which operations are to be

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

Section 2.

Failure by the City to exercise any of its rights shall not constitute a waiver of that right. The above rights and powers are vested in the City; however, the exercise of these rights shall be subject to the grievance procedure as expressly modified by the terms of this Agreement.

Section 3.

Promotions

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

Annual Evaluations

Job Performance

Leadership

Initiative

Personnel Record

Assistant Chiefs' Comments

Resume

Education and Continuing Education

Interview Board ranking and notes

Seniority

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

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

Section 4.

Reductions-in-force:

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

ARTICLE 4 PUBLIC OBLIGATION

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 5 PAYROLL DEDUCTIONS OF DUES

Section 1.

Employees of the Fire Department on the effective date of this agreement or employed thereafter, shall have the option of becoming members of the Union after completion of 180 days of employment. Any present or future employee who is not a member of the Union after completion of 180 days of employment shall, as a condition of employment, pay the Union a monthly service charge, which shall be an amount equivalent to the amount of dues and assessments payable by the Union member. The Union certifies to the Employer that the service charge charged nonmembers is in compliance with all State and Federal laws, including requirements established by the U.S. Supreme Court for the establishment of service and agency fees, and indemnifies the Employer for any award made against it as a result of suits over the service charge.

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

Section 2.

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

Section 3.

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

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

ARTICLE 6 NON-DISCRIMINATION

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 7 DISCIPLINARY ACTION

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

ARTICLE 8 EXCHANGE OF DUTIES AND UNION BUSINESS LEAVE

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE 9 WORKWEEK AND OVERTIME

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

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

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

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

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

Section 5.

There shall be no pyramiding of overtime.

Section 6.

Payroll shall be biweekly.

ARTICLE 10 CLOTHING/ACCESSORY ALLOWANCE

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

ARTICLE 11 VACATIONS

Section 1.

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

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

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

Section 2.

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

Section 3.

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

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

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

Section 4.

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

Section 5.

Upon the termination of employment with the City a member of the bargaining unit shall be paid for all accrued and unused vacation time up to the maximum amounts permitted to be accrued under the provisions of Section 1 and Section 2 above.

Section 6.

Notwithstanding any of the above provisions, any vacation hours accrued during the year that equal less than 24 hours (hours accrued due to an increase in years of service) or in unusual situations whereby the fire fighter is unable to utilize earned vacation hours during the year, he may be allowed to temporarily increase his accrued vacation balance in excess of the 600 hours, regardless of the years of service, with the approval of the Fire Chief. These hours should be taken in the next calendar year, if possible.

ARTICLE 12 HOLIDAYS

Section 1.

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

Section 2.

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

New Year's Eve

New Year's Day

Martin Luther King Jr. Day
Memorial Day (Monday Observance)
Independence Day
Labor Day
Thanksgiving Day
The day immediately following Thanksgiving Day
Christmas Eve
Christmas Day
Personal Day (July 1)

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 13 SENIORITY

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

ARTICLE 14 HEALTH INSURANCE

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

Section 1.

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

- a) Elimination of Benefits- The City agrees not to eliminate all or substantially all benefits to diagnose or treat a particular condition under the "Plan."

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

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

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

ARTICLE 15 LIFE INSURANCE

Section 1.

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

Section 2.

The life insurance benefit on an employee's life shall be in the face value amount of \$12,500 to be paid upon the employee's death. The City agrees to provide a double indemnity benefit for any employee killed in the line of duty which will be \$50,000 or equal to any public safety employee to be paid upon the employee's death. The Union, however, recognizes the City's right to switch insurance carriers as long as the City continues to provide equal or better benefits.

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 16 ACTING PAY

Section 1.

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

Section 2.

There will be \$.80 cents per hour for each shift and it will be distributed according to the expected utilization of Captains filling the role of Assistant Chief, the actual numbers of Captains receiving the

additional compensation and who will receive the compensation is subject to assignment by the Fire Chief (Captains subject to acting as Assistant Chief #1 will receive + \$.60 per hour, in Acting base wage rate, Acting Assistant Chief #2 will receive + \$.15 per hour in Acting base wage rate, and Acting Chief #3 will receive + \$.05 per hour, in Acting base wage rate). Additionally, Firefighters appointed to Relief Driver status will be made by seniority with consultation by the Fire Chief and the appropriate Captain(s) and final approval by the City Manager.

ARTICLE 17 SICK LEAVE AND PAY

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

Retirement Time Purchase: Employees that entered the system prior to 1-1-2014 and selected the retirement time purchase benefit shall be allowed to maintain the retirement time purchase option until retirement. When these employees retire, the City will purchase one day of retirement credit for each sick day accumulated up to a maximum of one year's retirement credit (242 days). An employee must have a minimum of 50 days accrued sick time at the time of retirement to receive this benefit. This benefit is contingent on CERS approval. Employees in the retirement time purchase group accrue sick leave at the rate of 1 ½ days per month up to a maximum of 242 days of sick time.

Section 5.

Death Benefit: If an employee dies, the surviving spouse or designated beneficiary shall be entitled to the same unused sick leave benefits option as elected by the employee, either the retirement time purchase benefit described in Section 4 above or the payment alternative described in Section 6 below.

Section 6.

Payment alternative: Members of the bargaining may elect the following benefit in lieu of the retirement time purchase described in Section 4.

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

Exception to Section 3. After an employee accrues 150 days in a given year, any sick time earned after that point within that year will be purchased by the City using the following formula. Beginning sick time plus annual accrual minus annual time used divided by 3.

$$\frac{(\text{Beginning sick time (max 150 days)} + \text{annual accrual}) - \text{Annual time used}}{3}$$

3

The payment for these days shall be an amount equivalent to one day's pay multiplied by the value determined above. Payment for these sick days shall be no later than the second paycheck of February of the following year.

Section 7.

Members of the bargaining unit working on a forty (40) hour week schedule shall be governed by Section 78-33 of the Code of Ordinances of the City of Paducah as was in effect on the date of the execution of this agreement or as subsequently amended.

Section 8.

The City and the Union agree to abide by the rules and regulations governing sick leave as set forth in the Code of Ordinances of the City of Paducah as is in effect on the date of the execution of this Agreement or as subsequently amended.

Section 9.

An employee on sick leave shall inform the Department or as directed by the Fire Chief, of the fact and the reason therefore as soon as possible but at least by 6:00 a.m. prior to the start of his scheduled shift and failure to do so within the first day of absence may, at the discretion of the City Manager, be cause for denial of sick leave with pay for the period of absence.

Section 10.

The Fire Chief may require an employee to take an examination, conducted by a licensed physician, designated by the Employer, to determine the physical or mental capability to perform the duties of his position. The Employer shall pay the cost of the examination.

Section 11.

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

ARTICLE 18 BENEFITS FOR INJURY IN THE LINE OF DUTY RESULTING IN WORKERS' COMPENSATION

Section 1.

This Article applies only to full-time paid Members.

Section 2.

Should a Member receive an injury requiring the payment of Workers' Compensation rendering him temporarily unable to perform his duties for more than 7 calendar days, thereafter the City shall allow the injured worker to supplement the Member's Workers' Compensation benefits by utilizing 8 hours of their accrued sick time at straight time rate for every subsequent 7 calendar days.

- a. It is agreed that this benefit supplements benefits to which a Member may be entitled under applicable Worker's Compensation law, is not excluded from income pursuant to 26 U.S.C. 104 or 26 C.F.R. 1.104-1(b), and is a taxable benefit. The Member expressly authorizes the City to withhold applicable taxes from the Member's pay in accordance with such understanding.
- b. It is agreed that the Member and the City shall include any benefits hereunder in computing a Member's salary for contributions to CERS by the City and the Member. Furthermore, the Member and the City shall continue to contribute to CERS during the time any benefits are paid under this Article.
- c. It is agreed, that this benefit merely allows a Member to utilize accrued sick leave and does not confer upon any Member any additional sick time benefit not otherwise available.
- d. This benefit is not available to any Member if the Member has restrictions that can be accommodated with transitional duty or full duty.
- e. This benefit is not intended to create any expectation of continued employment. Furthermore, this benefit is not available if a Member is no longer employed by the City.
- f. It is agreed that a member may utilize sick time, if available, during the waiting period, unless it is determined that Workers' Compensation must go back and pick up that period. In such case, the member must repay the city the net pay received, and the city will restore their sick leave balance.

ARTICLE 19 TRANSITIONAL DUTY

Section 1.

The City agrees to consider offering transitional duty to firefighters as outlined in the Return to Work (RM – 8) policy effective August 18, 2008.

Section 2.

Transitional duty platoon members would move to a 40 hour work week and to abide by the provisions of RM – 8 including:

- a) The City agrees to pay a firefighter on transitional duty an hourly rate equal to that firefighter's hourly rate x 3328 divided by 2080.
- b) The IAFF understands the policy which prohibits engaging in outside employment in which the injured worker may reasonably be expected to perform work beyond their restrictions. Further, it is the worker's responsibility to report outside wages to the workers' compensation adjuster in a manner that can be adequately verified.
- c) The IAFF understands that failure to accept a transitional duty assignment that is offered could jeopardize indemnity benefits and agrees to have the firefighter use sick time in the event the firefighter declines a transitional duty offer.

- d) The City agrees that while on transitional duty the firefighter will retain accruals toward retirement and will not experience benefit interruption.
- e) It is mutually understood that while working a 40 hour transitional duty shift, no work is expected on holidays. The firefighter can choose to use their Holiday pay if still available at the time needed, or can choose to use sick time if Holiday pay has already been expended.

ARTICLE 20 HEALTH AND SAFETY

Section 1.

It is the desire of the City and Union to continue to maintain the best possible standards of safety and health in the Fire Department.

Section 2.

In promotion of this policy, the City agrees to provide reasonable funds and make reasonable provisions for safety equipment and sanitary health and safety protection for all employees.

Section 3.

In further promotion of this policy, the Union and employees agree to cooperate fully with the City in order to promote safety in operation; and all employees will cooperate with the City in promoting safety by the observation of all safety regulations, keeping alert to discover unsafe conditions or defective equipment, and to this end, will promptly report the same to their immediate officer. Upon receiving such a report, the City Safety Officer shall promptly investigate and give a written report to the committee.

Section 4.

The City and the Union shall appoint three (3) members each to the Occupational Safety and Health Committee. This committee will meet quarterly and discuss safety and health conditions.

Section 5.

All reports required by the Kentucky Department of Labor under the Occupational Safety and Health Act of 1970 dealing with accidents, injuries, deaths and illnesses maintained by the Fire Department shall be made available to the Safety Committee Members.

Section 6.

The parties agree that a Committee consisting of three (3) Union and three (3) management personnel will be appointed to develop a Fire Department-wide physical agility testing program to be submitted to the Fire Chief for his approval.

Once the physical agility testing program has been mutually agreed upon, the parties agree to initiate the annual, voluntary, on duty physical testing program. Successful completion of the examination will result in a \$250 incentive to be credited to an employee's medical spending account in accordance with the terms of the City's Section 125 cafeteria plan, as well as federal guidelines governing medical spending accounts or in the employee's deferred compensation account of choice, subject to the terms and limitations of the deferred compensation plan.

ARTICLE 21 LABOR/MANAGEMENT MEETINGS

Section 1.

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

Section 2.

The City and the Bargaining Units shall use this forum not as a substitute for collective bargaining or as a mechanism for modifying the Agreement; rather the forum is seen as an adjunct to the collective bargaining process and as an aide in implementing and maintaining the Agreement. This forum will also be useful as a place to discuss issues which arise outside of the context of collective bargaining but which represent impediments to a quality work environment, or which threaten the department's ability to deliver fire services in the most efficient manner possible. No issue that is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the City and the Bargaining Units. It is the expectation of both parties that the free flow of information and the active discussion of common concerns will positively influence both the decisions made by each party and the chances for acceptance of those decisions.

Section 3.

Department management and IAFF representatives shall meet at least 6 times per year. The designated representatives from the City and the Bargaining Units will arrange the time, place and agenda. Other meetings between the parties can be held anytime by request of either party. Time and arrangement for such meetings will be set by the designated representatives from the City and the Bargaining Units.

Section 4.

The purpose of such meetings shall be to:

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

Section 5.

- a. For each person selected to represent the Bargaining Unit at the Labor Relations meetings, the City will consider up to two hours per meeting of such service to be a part of his or her job duties when the meeting occurs during the assigned work hours of the representative. However, such meetings shall not be scheduled so as to result in the payment of overtime for any designated representative to attend said meeting.
- b. It is further agreed that if a special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

ARTICLE 22 WORK RULES

Section 1.

The Bargaining Unit recognizes that the City, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, procedures and general orders.

Section 2.

The City agrees that no work rules, regulations or employment policies shall be established that are in violation of any express terms of this agreement.

Section 3.

Any additions or amendments to the work rules, regulations, policies, procedures and general orders shall be reduced to writing, posted on the department bulletin boards and copies distributed to members of the Bargaining Unit five (5) days prior to implementation; however this section does not limit the right of the City, to meet emergency or operational needs, to implement any work rules or regulations, policies, or general procedures prior to the conclusion of the five (5) day notification period. The addition or amendment shall be dated and state its effective date. Each employee shall sign to acknowledge receipt of same.

ARTICLE 23 APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be numbered (or lettered), dated and signed by the responsible parties.

ARTICLE 24 CONCESSION ALLOWANCE

The City will provide funds to each fire station on a quarterly basis. These funds will be used by the fire fighters to purchase staples, condiments and other items used by the members at the station. The monthly allocation will be dispersed by the Finance Department to the Fire Chief by means of petty cash. The Fire Chief will then disperse the funds to the officer in charge of each station quarterly based upon receipt of such funds. The monthly allocation of this allowance will be as follows:

Station #	Amount
1	\$100
2	\$100
3	\$100
4	\$100
5	\$100

ARTICLE 25 SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court or agency action or by reason of any existing or subsequently enacted State or Federal legislation or regulation, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 26 GRIEVANCE PROCEDURE

A grievance is defined as any dispute between the City and the Union and/or an employee concerning the interpretation, application, or compliance with the terms of this Agreement. A working day is defined as any day City Hall is open for business.

Grievances shall be processed in the following manner:

Union's Grievance Committee shall receive all grievances in writing and shall determine whether or not a grievance exists.

Step 1.

Within five (5) working days of the receipt of the grievance and if it is determined that a grievance exists, the Grievance Committee shall present the written grievance to the Fire Chief for adjustment. The grievance must be presented within ten (10) working days after the occurrence of an event or action that causes a non-probationary employee to feel aggrieved. No grievance presented after ten (10) working days will be considered under these procedures. The grievance must state the contract provisions(s) violated, the relief sought, the facts supporting the grievance, and must be signed by the aggrieved employee. The Fire Chief shall within ten (10) working days of receipt of the grievance forward his written response to the Union Grievance Committee.

Step 2.

If the grievance is not resolved in Step 1, the Union Grievance Committee shall within five (5) working days after receiving the written response of the Fire Chief, forward a written appeal to the City Manager. If necessary, the City Manager may meet with the aggrieved employee and Union Representative within 10 working days to discuss the grievance. The City Manager shall within ten (10) working days of the receipt of the appeal hold a meeting with the Union Grievance Committee with the aggrieved employee present when practicable. The City Manager shall forward his written decision on the grievance within ten (10) working days of the meeting to the Union Grievance Committee with a copy to the Union President.

Step 3.

Mediation If the grievance is not resolved at Step 2, and the employee and the Union desire to proceed with the grievance then the employee and the Union, within ten (10) working days may request mediation by the Kentucky Department of Labor or any other mutually agreed upon mediator. The mediator shall have five (5) working days to set a date for the mediation hearing within thirty (30) working days. The mediator shall attempt to mediate the dispute at the hearing. Should the mediator fail to resolve the dispute, then either party may request a written advisory opinion from the mediator. The mediator shall be without power or authority to alter, amend or modify any of the terms of this

Agreement the advisory opinion of the mediator shall be submitted in writing within a reasonable time, but not later than thirty (30) working days after the date of the hearing. The parties expressly agree that the City and the Union both have the right to accept or reject the mediator's decision.

Step 4:

If the grievance remains unadjusted, it may then be presented by the Union to the Board of Commissioners in writing within three working days after the response of the mediator is due. The written statement of appeal of the grievance shall set forth all the reasons and grounds for the grievance and the appeal to the Board together with a statement of the relief sought. A copy of all previous written documents involved in the action shall be attached to the grievance and made a part thereof. The grievance will be placed on the Commission agenda within three weeks after it is presented and shall be heard in public session. A vote of three Commissioners will be required to deny the grievance. The decision of the City Commissioners is final and binding upon the parties, unless said decision is found to be arbitrary and capricious by a Court of appropriate jurisdiction.

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

ARTICLE 27 WAGE RATES

Article 26, Wage Rates, is hereby amended to read as follows:

Section 1.

The parties agree that the employees covered herein will be paid, as set out in Section 2 of this Article.

Section 2. Wage rates shall be paid as follows effective the first bi-weekly payroll of each year:

	Payroll July 2017	Payroll July 2018	Payroll July 2019
Captains			
< 10 years	17.77	18.08	18.44
10 years	17.89	18.20	18.56
15 years	17.98	18.29	18.66
20 years	18.16	18.48	18.85
 Lieutenants			
< 10 years	16.56	16.85	17.19
10 years	16.77	17.06	17.40
15 years	16.88	17.18	17.52
20 years	17.04	17.34	17.69

**Firefighter
Relief Driver**

2 years	14.86	15.12	15.42
3 years	15.06	15.32	15.63
4 years	15.11	15.37	15.68
5 years	15.33	15.60	15.91
10 years	15.45	15.72	16.03
15 years	15.55	15.82	16.14

Firefighter

Appointee	12.75	12.97	13.23
6 months	13.75	13.99	14.27
1 year	14.04	14.29	14.58
2 years	14.23	14.48	14.77
3 years	14.43	14.68	14.97
5 years	14.71	14.97	15.27
10 years	14.83	15.09	15.39
15 years	14.93	15.19	15.49

(a) Captains, Lieutenants, Firefighters-Relief Driver and Firefighters shall be paid the aforesaid hourly rates during each weekly period beginning Thursday and ending Wednesday for the first forty (40) hours of duty, and at one and one-half times said hourly rates for each duty hour in excess of forty (40).

(b) Firefighters appointed to Relief Driver Status will be made by seniority, provided that said firefighters have passed all associated qualifying testing as stated in department policy, with consultation between the Fire Chief and the appropriate Captain(s) and final approval by the City Manager.

Section 3.

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

Section 4.

Beginning July 1, 2017, prospective wage increases will correspond to the platoon members' date of hire anniversary. For conversion to this payment method, step increases will be administered in the intervening period (from date on the floor anniversary until date of hire anniversary) so as not to cause an employee to miss a step. Nothing in this section is intended to affect an employee's probationary period. In the instance where an employee is suspended without pay, his anniversary date will be adjusted to reflect the interruption in service, delaying his step increase by the length of his suspension(s).

Section 5.

If during the term of this agreement the City of Paducah implements a negotiated pay increase:

1. Beginning during the course of this Agreement or

2. Simultaneously with this Agreement

For any bargaining unit, and that percentage pay increase is in excess of the amount granted to the bargaining unit herein, then, in that event, the City of Paducah will simultaneously therein adjust the bargaining unit wage scale. The aforesaid adjustment shall equal, but not exceed, the differential between the percentage amount awarded to the bargaining unit herein and the higher percentage amount granted to any other City bargaining unit.

ARTICLE 28 CONTINUANCE OF EXISTING MONETARY RIGHTS

Unless otherwise provided in this contract the City agrees to continue its present policies in regard to all benefits of direct monetary value to the employees.

ARTICLE 29 DURATION

Section 1.

The Agreement, when signed by the duly authorized officers of the City and the Union, shall become effective as of the date of execution, and shall terminate on June 30, 2020. If a new agreement is not executed, the parties may agree in writing to extend the current agreement for an additional period of time.

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

Section 2.

Between November 1 and 15, 2019, either party may request in writing that negotiations be opened to modify or renew this Agreement. Within 10 days of receipt of the request to open negotiations the parties will meet and schedule up to 5 negotiating meetings to be held between January 2 and March 1, 2019. Failure to reach tentative agreement in this timeframe will result in a forty-five (45) day suspension of negotiations. On or about April 16 negotiations will resume and if the parties come to an impasse, either party may request mediation services through the Kentucky Labor Cabinet and the current Bargaining Agreement will be extended for sixty (60) days

THE REMAINDER OF THIS PAGE IS BLANK

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand this ___th day of _____, 2017. This agreement, if approved by Final Ordinance, shall become effective upon signing.

FOR THE CITY OF PADUCAH,
KENTUCKY:

FOR THE PROFESSIONAL FIRE
FIGHTERS OF PADUCAH, LOCAL
168, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS:

Brandi Harless, Mayor

Barry L. Carter, President

Agenda Action Form Paducah City Commission

Meeting Date: 02-21-2017

Short Title: **Financial Statement Auditor for City of Paducah, KY for fiscal years 2017 through 2020**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Audra Herndon

Presentation By: Jonathan Perkins, Audra Herndon

Background Information: KY Revised Statute 91A-040 requires an annual audit of each fund of the City by an auditor of public accounts or a certified public accountant. The City is also subject to the Federal Single Audit Act for audit reporting requirements. The independent certified public accounting firm of Kemper CPA Group, LLP has conducted this audit for the past 4 years (FY2013–FY2016). The 4 years prior to that, the firm of Williams, Williams and Lentz, LLP conducted the City's audit (FY2009–FY2012).

Although professional services do not require it, typically staff would submit 'requests for proposals' for the CAFR (comprehensive annual financial report) for the upcoming audits (FY2017-FY2020). However, the next 4 fiscal years will be anything but typical with the City's planned 4-5 year phased in financial software conversion, which is already in progress. This will include the running of two separate and distinct financial software systems simultaneously during most of the 4 years. To provide continuity during this time of transition, remaining with our current auditing partner makes the most sense. Staff negotiated with Kemper CPA Group, LLP for an additional 4 year contract, including a fixed price for their review of our software conversion during the contract period.

Kemper CPA Group, I.LC has agreed to a fixed price for all 4 years, in total, not to exceed \$215,000.

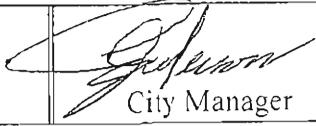
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Various Audit Accounts
Account Number:

2/13/2017
Finance

Staff Recommendation: Authorize Mayor to sign all necessary documents to accept the proposal of Kemper CPA Group, LLP for the preparation of the City's financial audits (and related CAFR – comprehensive annual financial reports, forms, schedules, reviews, etc.) for the fiscal years ending June 30, 2017, 2018, 2019 and 2020. Total audit fee not to exceed \$215,000.

Attachments: Kemper CPA Group, LLP proposal

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2017-2-_____

AN ORDINANCE ACCEPTING THE PROPOSAL OF KEMPER CPA GROUP, LLP FOR THE PREPARATION OF THE CITY'S COMPREHENSIVE ANNUAL FINANCIAL REPORTS FOR FISCAL YEARS ENDING JUNE 30, 2017, 2018, 2019 AND 2020, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the proposal of Kemper CPA Group, LLP for the preparation of the City's Comprehensive Annual Financial Reports for Fiscal Years ending June 30, 2017, 2018, 2019 and 2020 for a total sum not to exceed \$215,000.00, and authorizing the Mayor to execute all documents relating to same.

SECTION 2. This expenditure shall be charged to various audit accounts.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, February 21, 2017

Adopted by the Board of Commissioners, February 28, 2017

Recorded by Tammara S. Sanderson, City Clerk, February 28, 2017

Published by The Paducah Sun, _____

\\ord\finance\audit FY2017-FY2020



**CITY OF PADUCAH
PROFESSIONAL AUDIT FEE PROPOSAL**

Our desire is to continue our relationship with the City; therefore, our fees to complete your annual audit will be billed at no more than 75% of our actual standard fees to complete the engagement, subject to a maximum annual fee (cap). While this does provide maximum fee protection for you, it also allows for the possibility of lower fees in the event our costs are less than the maximum quoted. In addition, it provides incentive for you to be prepared for the audit and assist our staff wherever possible.

Four year proposal:

\$52,500 for the year ended June 30, 2017
\$54,500 for the year ended June 30, 2018 (Fee includes
\$2,000 transitioning for new accounting system)
\$53,500 for the year ended June 30, 2019
\$54,500 for the year ended June 30, 2020

We estimate our additional cost for transitioning our audit workpapers and financial statements to your new accounting system chart of accounts will be approximately \$7,500 - \$10,000 during the year of implementation. Our proposal reflects a 75-80% discount of our estimated implementation cost for the year 2018.

COMMENTS REGARDING FEE PROPOSAL

Our fee proposal is based on our prior experience as independent auditors of City of Paducah, and assumes the following:

- 1) Your records will be well organized, properly maintained, and fully accessible to us within the time frame proposed and you will furnish us with complete and accurate reconciliations of all significant balance sheet accounts on or before the last week of August.
- 2) You will prepare audit confirmations as requested.
- 3) You will provide us with other reconciliations and schedules we may request in completing the audit within a reasonable amount of time from of our initial request for such reconciliations.
- 4) You will provide us with a draft schedule of federal awards and expenditures (SEFA) on or before the last week of August.

Our fee proposal includes a provision for the price of printing the CAFRs, the electronic media report, copy charges and out of pocket expenses. Our fee proposal also is prepared based on professional standards currently in effect or presently known as of the date of this proposal to be effective during future years with the understanding that future professional standards "significantly" affecting the

required scope of our services are beyond our control and if such items did arise during subsequent fiscal periods we would work with you to reach a mutually agreeable solution for those subsequent periods.

The fee proposal does not include additional services outside the scope of the audit engagement proposal. You may request that we perform additional services not addressed in this proposal. If this occurs, we will communicate with you regarding the scope of the additional services, the estimated fees and we will not perform such services nor request compensation for such services without your prior written approval.

We appreciate the opportunity to provide you with this proposal as you are well aware there is not a requirement to solicit professional service proposals through a formal bidding process. There is always a relationship between quality of service, expertise of those providing the service, needs of the auditee, and fees. We are sensitive to your desire for timely, high-quality services provided at a reasonable cost. We strive to keep our fees at a reasonable level consistent with the level of professional expertise and experience required to perform your audit and assist in your CAFR preparation. Our proposed fees are based on the estimated amount of time expended by each professional at billing rates established on the basis of experience and our accepted level of discounted fees for similar engagements. We believe quality of service, rather than fees alone should be the determining factor when making your selection, however, if fees become an issue, we would be pleased to further discuss them with you.



David S. Hampton, Partner
Kemper CPA Group, LLP

January 31, 2017

RESPONSE:

If this proposal correctly sets forth the understanding of City of Paducah, Kentucky, please sign and return a copy of the proposal to us. If you have any additional questions, please feel free to contact either Barry or myself.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Agenda Action Form Paducah City Commission

Meeting Date: February 21, 2017

Short Title: Authorize Agreement for Noble Park Lake Bank Stabilization Project-Phase II

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, EPW Proj Mgr
Presentation By: Rick Murphy, P.E., City Engineer & Public Works Director
Mark Thompson, Parks Director

Background Information:

On February 8, 2017, sealed written bids were received for the Noble Park Lake Bank Stabilization Project-Phase II. The materials and methods performed as a part of the initial project were specified throughout the Phase II portion of the project in order to maintain the project's uniformity. Two deductive alternates were included in the Bid-Form for consideration in the event the bids may have exceeded our budget. There were two responsive bids received for this Project, with YEC Excavating, LLC, submitting the lowest responsive base bid of \$242,980.00. Subsequent to reviewing the contractor's base bid and the project's available budget the value of the Base-Bid without taking any deductive alternates provides for a prolonged project life.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: 040-8821-536-2307
Account Number: PA0107 *

 2/16/2017
Finance

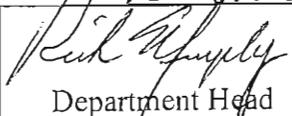
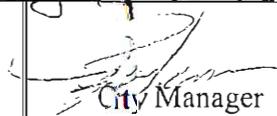
Staff Recommendation:

To receive and file the Bids, accept the Base-Bid of \$242,980.00 as submitted by YEC Excavating LLC, for the Noble Park Lake Bank Stabilization Project-Phase II and to authorize the Mayor to execute all applicable construction contract documents associated with this project.

Attachments:

Bids, Bid Tab and Advertisement

* - Funding needs in excess of project funding noted here will be covered with Engineering & Parks Dept. operating funds.

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2017-2-_____

AN ORDINANCE ACCEPTING THE BASE BID OF YOUNGBLOOD EXCAVATING & CONTRACTING, LLC., FOR THE NOBLE PARK LAKE BANK STABILIZATION PROJECT-PHASE II, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the Base Bid of Youngblood Excavating & Contracting, LLC., in the amount of \$242,980.00, for Noble Park Lake Bank Stabilization Project-Phase II, said bid being in substantial compliance with bid specifications, and advertisement for bids, as contained in the bid of Youngblood Excavating & Contracting, LLC., of February 8, 2017.

SECTION 2. That the Mayor is hereby authorized to execute a contract with Youngblood Excavating & Contracting, LLC., for the Noble Park Lake Bank Stabilization Project-Phase II, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This expenditure shall be charged to the Project Account - PA0107 with excess funding needs being covered by Engineering Public Works Department and Parks Department operating funds.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, February 21, 2017

Adopted by the Board of Commissioners, _____

Recorded by Tammara S. Sanderson, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\parks\contract-base bid-Noble Park Lake Bank Project – Phase II

ITEM NO.		DESCRIPTION	QNTY	UNIT	ENGINEER'S OPINION OF COST BFW Engineering & Testing, Inc.		Youngblood Excavating, LLC Kevin Kell 111 Pioneer Industrial Dr Mayfield, KY 42066		M P Lawson Construction Inc Mike Lawson 8355 Blandville Rd Paducah, KY 42001	
BASE BID					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1		Bonds, Insurance and Mobilization	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00
2		Selective Demolition	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 23,400.00	\$ 23,400.00
3		Clearing and Grubbing	0.3	ACRES	\$ 5,000.00	\$ 1,500.00	\$ 16,000.00	\$ 4,800.00	\$ 13,333.00	\$ 4,000.00
4		Earth Excavation (Haul across park)	360	CY	\$ 8.00	\$ 2,880.00	\$ 41.00	\$ 14,760.00	\$ 24.17	\$ 8,700.00
5		Earth Excavation (On site)	40	CY	\$ 5.00	\$ 200.00	\$ 54.00	\$ 2,160.00	\$ 20.70	\$ 828.00
6		Metal Sheet Piling System with Concrete Cap	585	LF	\$ 175.00	\$ 102,375.00	\$ 210.00	\$ 122,850.00	\$ 208.77	\$ 122,130.45
7		Concrete Sidewalk	85	SY	\$ 80.00	\$ 6,800.00	\$ 52.00	\$ 4,420.00	\$ 67.65	\$ 5,750.00
8		Cast in Place Concrete Channel	245	SY	\$ 170.00	\$ 41,650.00	\$ 63.00	\$ 15,435.00	\$ 70.00	\$ 17,150.00
9		Bridge Placement	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 4,300.00	\$ 4,300.00	\$ 27,000.00	\$ 27,000.00
10		Decorative Block	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00
11		Fine, Grading, Fertilizing and Seeding	800	SY	\$ 5.00	\$ 4,000.00	\$ 5.25	\$ 4,200.00	\$ 4.31	\$ 3,448.00
12		Borrow Fill	230	CY	\$ 10.00	\$ 2,300.00	\$ 28.50	\$ 6,555.00	\$ 28.75	\$ 6,612.50
13		Sandblast & Paint Sheet Piling (Existing & Proposed)	5100	SF	\$ 8.25	\$ 42,075.00	\$ 5.00	\$ 25,500.00	\$ 4.05	\$ 20,655.00
14		Existing Pipe Penetration in Sheet Pile	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,955.00	\$ 1,955.00
TOTAL BASE BID						\$ 735,780.00		\$ 242,980.00		\$ 299,633.00

ITEM NO.		DESCRIPTION	QNTY	UNIT	ENGINEER'S OPINION OF COST BFW Engineering & Testing, Inc.		Youngblood Excavating, LLC Kevin Kell 111 Pioneer Industrial Dr Mayfield, KY 42066		M P Lawson Construction Inc Mike Lawson 8355 Blandville Rd Paducah, KY 42001	
DEDUCTIVE ALTERNATE #1					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
A1-7		Concrete Sidewalk	85	SY	\$ 80.00	\$ 6,800.00	\$ 52.00	\$ 4,420.00	\$ 67.65	\$ 5,750.00
A1-8		Cast in Place Concrete Channel	245	SY	\$ 170.00	\$ 41,650.00	\$ 63.00	\$ 15,435.00	\$ 70.00	\$ 17,150.00
A1-9		Bridge Placement	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 4,300.00	\$ 4,300.00	\$ 27,000.00	\$ 27,000.00
A1-10		Decorative Block	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00
TOTAL DEDUCTIVE ALTERNATE #1 BID						\$ 68,450.00		\$ 39,155.00		\$ 57,900.00

ITEM NO.		DESCRIPTION	QNTY	UNIT	ENGINEER'S OPINION OF COST BFW Engineering & Testing, Inc.		Youngblood Excavating, LLC Kevin Kell 111 Pioneer Industrial Dr Mayfield, KY 42066		M P Lawson Construction Inc Mike Lawson 8355 Blandville Rd Paducah, KY 42001	
DEDUCTIVE ALTERNATE #2					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
A2-13		Sandblast & Paint Sheet Piling (Existing & Proposed)	5100	SF	\$ 8.25	\$ 42,075.00	\$ 5.00	\$ 25,500.00	\$ 4.05	\$ 20,655.00
TOTAL DEDUCTIVE ALTERNATE #2 BID						\$ 42,075.00		\$ 25,500.00		\$ 20,655.00

Note: Unless indicated otherwise, all amounts equal the unit prices multiplied by the quantity as stated on the bid.

Agenda Action Form Paducah City Commission

Meeting Date: Feb. 21, 2017

Short Title: Revise Taxi Cab Ordinance

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Assistant Chief David White, Kristen Worak of KKHB
Presentation By: Chief Brandon Barnhill

Background Information: The current taxi cab ordinance has been in effect, with two revisions, since 1952. We are seeking to update restrictions on drivers and provide more modern requirements.

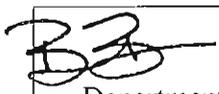
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: N/A
Account Number:

Finance

Staff Recommendation: Approve new revision to taxi cab ordinance

Attachments:

 Department Head	City Clerk	 City Manager
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AN ORDINANCE AMENDING SECTION 122 OF THE
CODE OF ORDINANCES OF THE CITY OF PADUCAH,
KENTUCKY.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That Article II – TAXICABS, Section 122 shall be amended to read as follows:

Sec. 122-31.-Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Downtown Traffic District. The area bounded by the south line of Washington Street between First Street and South Ninth Street; by the west line of Ninth Street between Washington Street and Monroe Street; by the north line of Monroe Street between North Ninth Street and Second Street; by the east line of North Second Street from Monroe Street to Jefferson Street; by the north line of Jefferson Street from Second Street to First Street; and by the east line of First Street from Jefferson Street to Washington Street.

(Code 1968, § 31-46)

~~*License year.* A year beginning on January 1 each year and ending on December 31 in the same year.~~

~~(Code 1968, § 31-47)~~

Licensee. Any natural person, corporation, firm, partnership, association, group, or organization to whom or to which a license has been issued for the privilege of engaging in a business of operating taxicabs or for the privilege of driving a taxicab.

(Code 1968, § 31-48).

***License Year.* A 12-month period beginning on the date license is granted and ending 12 months following the date the license is granted.**

Owner. Any natural person, corporation, firm, partnership, association, or any other kind of group or organization engaging in or owning a business of operating a taxicab or taxicabs. The word shall also be construed to mean a manager of a taxicab business owned wholly or partly by another person or other persons.

(Code 1968, § 31-44).

***Sponsoring Taxicab Company.* Any taxicab company which is licensed by the city, and which either employs a licensed taxicab driver, or intends to employ a licensed taxicab**

driver by affirming in writing to the Chief of Police that it intends to employ such applicant.

Standing. A parked taxicab which is attended by a taxicab driver and which is parked while awaiting a call to transport passengers.

Street. Any street, alley, avenue, court, lane, or other public way of the city.

(Code 1968, § 31-45).

Taxicab. Any common carrier motor vehicle designed or constructed to transport passengers, not more than six in number exclusive of the driver, and not operating over any regular route, and the destination of which is designated by the passengers at the time of such transportation. The term does not include school buses, chartered buses, hearses, ambulances, “transportation network company vehicles” as defined in KRS 281.010(55), or vehicles used for weddings, christenings or similar events.

(Code 1968, § 31-43).

Taxicab Stands. Any on-street or off-street parking location, including parking lanes or parking stalls, which are designated parking or standing locations for taxicabs waiting for passengers.

Off-Street Parking/Standing: Parking or standing by a taxicab in any privately-owned parking lot which is open to public use.

Sec. 122-32. – Licenses and permit requirements for taxicab businesses.

- (a) State License(s) required: No person shall engage in the business of operating a taxicab upon the streets of the city without having first obtained licenses, certificates, and permits to operate required by the state for each operation, and any person who has obtained the licenses, certificates, and a permit to operate a taxicab under the Motor Carrier Laws, KRS Ch. 281, shall be deemed a licensee ~~of~~ by the city.
- (b) Business License: No person shall engage in the business of operating a taxicab company in the city without a valid business license issued pursuant to Sec. 106-69 of the Paducah Code of Ordinances.
- (c) Taxicab Driver’s License – Owner’s Responsibility: No owner shall permit any driver to operate a taxicab for his/her business within the city without such driver possessing a valid Taxicab Driver’s License, under Section 122-33 of the Paducah Code of Ordinances.
- (d) Taxicab Inspection Sticker – Owner’s Responsibility: No owner shall permit any taxicab to be operated for his/her business within the city without a current Taxicab Inspection Sticker issued pursuant to this section.

~~Sec. 122-33. Maintenance of vehicles and equipment.~~

~~Each taxicab owner shall keep his taxicab and equipment in good repair and in a safe, clean and sanitary condition at all times, and shall not permit a taxicab to be operated if the same is not in good repair or in a safe, clean, or sanitary condition.~~

~~(Ord. of 1-29-52; Code 1968, § 31-26; Code 1996, § 119.32)~~

Sec. 122-33. – Application and Issuance of Taxicab Driver’s License.

(a) Generally:

1. Applications: Applicants for taxicab driver’s licenses shall be made in person at the Paducah Police Department Record’s Division during normal business hours.
2. Any person desiring to obtain a taxicab driver’s license shall submit to the Chief of Police or his designee a completed, signed, and sworn application on forms to be furnished by the city, containing all information requested therein.
3. Issuance/Rejection of Taxicab Driver’s License: The Chief of Police or his designee shall either issue the taxicab driver’s license to the applicant or state the reason(s) for rejection to both the applicant and owner in writing within ten (10) business days of submission of the application. Reasons for rejection shall be documented and kept on file with the application for Taxicab Driver’s License. Any rejections may be appealed to the City Manager within thirty (30) days of receipt of the notice of rejection.
4. Applications for Taxicab Drivers’ Licenses must be accompanied by a letter of intent to hire by a Sponsoring Taxicab Company licensed and operating in the city in accordance with this ordinance.
5. Issuance of Taxicab Drivers’ Licenses. Issuance of Taxicab Driver’s Licenses are considered contingent on gainfull employment with the Sponsoring Taxicab Company. They are considered null and void if the licensee separates employment for any reason and are non-transferable to other taxicab companies.
6. Taxicab Driver’s Licenses are valid for twelve (12) months from the date of issue, or until the taxicab driver’s separation from employment from the Sponsoring Taxicab Company, whichever occurs first.

(b) Application Requirements:

1. Applicants must be at least eighteen (18) years of age at the time of application.
2. At the time of application, the applicant must:
 - i. Present a valid state issued driver’s license with a current address;
 - ii. Submit a completed, signed, and sworn application for a Taxicab Driver’s License;

- iii. Submit a waiver permitting the Chief of Police or his designee to share the applicant's application, background check, and other pertinent information with the Sponsoring Taxicab Company;
- iv. Submit two character references from reputable residents of the city, who have personal knowledge of the applicant's character and reputation;
- v. Submit to a criminal background check at the cost of the applicant or of the Sponsoring Taxicab Company;
- vi. Submit to have his/her fingerprints taken by personnel with the Paducah Police Department;
- vii. Submit to have his/her photograph taken by personnel with the Paducah Police Department; and
- viii. Demonstrate that he/she can read, write, and speak the English language.

3. Each applicant for a license under sections 122-33 must certify that he/she is physically and mentally capable of operating a taxicab and can otherwise safely work with the public in unsupervised spaces. If the Chief of Police or his designee has reasonable grounds to believe that a physical and/or mental examination of any applicant should be required, the Chief of Police may require the applicant to obtain a fitness for duty certification by a licensed physician, surgeon, or mental health professional holding a medical degree, certifying that the applicant is physically and/or is mentally capable of operating a taxicab on the streets in the city, has no physical defects which would handicap him/her in such operation, and/or that he/she is mentally capable of safely working with the public in unsupervised spaces and which would not otherwise put the public at risk. Reasonable Grounds to believe that a physical and/or mental examination should be required shall include:

- i. Indication that the applicant has been involved in four (4) or more at-fault motor vehicle accidents, as determined by the Traffic Collision Reports, within the previous five (5) year period;
- ii. Information that the applicant has been arrested under KRS 202A.041, two (2) or more times in the previous two (2) year period;
- iii. Information that the applicant has one (1) or more Emergency Protective Orders (EPOs) or Domestic Violence Orders (DVOs) against him/her at the time of the application, or that he/she has had two (2) or more EPOs or DVOs in the previous two (2) year period.

(c) Disqualification: The Chief of Police may refuse and/or reject an application for a taxicab driver's license to any individual for the following reasons:

1. Failure to demonstrate U.S. Citizenship;
2. Falsifying information in an application for taxicab driver's license;
3. Conviction of any of the offenses included in any portion of KRS § 281.6301, including:
 - i. A Class A felony;
 - ii. A Class B felony;
 - iii. A sex crime as defined in KRS 17.500;
 - iv. Leaving the scene of a traffic accident;
 - v. Causing a fatality or fatalities through negligent operation of a vehicle;
 - vi. Using a vehicle in the commission of a felony involving the manufacture or distribution of a controlled substance;
 - vii. Operating a motor vehicle on a suspended license in violation of KRS 186.620(2);
 - viii. Operating a motor vehicle twenty-six (26) miles per hour or more in excess of the speed limit in violation of KRS 189.390;
 - ix. Racing; or
 - x. Four (4) convictions in the past three (3) years for operating a motor vehicle in excess of the speed limit in violation of KRS 189.390 or for any offense which requires the assessment of penalty points by the Department of Motor Vehicles.
4. Conviction of operating a motor vehicle with alcohol concentration of or above .080 as set forth in KRS 189A.010, or revocation of operator's license due to refusal to submit to tests under KRS 189A.103 as set forth in KRS 189A.105 in the three years preceding the application for taxicab driver's license;
5. Failure to obtain a fitness-for-duty certification as more particularly described in Section 122-33(b)(3) herein;
6. Failure to comply with all requirements set forth in this ordinance.

(d) Renewal of Taxicab Driver's License:

1. Applications for the renewal of an existing Taxicab Driver's License shall be made at the Paducah Police Department at least ten (10) days before the expiration of the existing license but no sooner than thirty (30) days before the license is set to expire. Renewals relating to change in employment with the sponsoring taxicab company may be made at any time.
2. Applications for the renewal of a Taxicab Driver's License shall follow the same procedures prescribed for original application, except for 122-33(b)2 iv, vi, and viii, which are not required for renewal applications.

(e) Update of Information for Taxicab Driver's License:

1. Taxicab Driver's Duty to Report: If a taxicab driver incurs any charge that would become part of his/her criminal record while holding a Taxicab Driver's License, the taxicab driver must inform the Paducah Police Department within thirty (30) days of the charge. It shall further be the taxicab driver's duty to report to the Paducah Police Department regarding the status and disposition of the charges, in the event his or her taxicab driver's license is seized and/or suspended under Sec. 122-36(d).
2. Sponsoring Taxicab Company's Duty to Report: A Sponsoring Taxicab Company shall report charge(s) that would become part of any of its taxicab drivers' criminal records within thirty (30) days of the Sponsoring Taxicab Company becoming aware of the charge(s), and shall further report to the Paducah Police Department if the taxicab driver's employment has been terminated as a result of the charge(s).
3. A taxicab driver whose state-issued driver's license is suspended, revoked, or expired must notify the Paducah Police Department and surrender his/her Taxicab Driver's License to the Paducah Police Department within twenty-four (24) hours of such suspension, revocation, or expiration.

Sec. 122-34.—Inspections.

—The Chief of Police or any designated member of the Police Department may inspect a taxicab at any time, and if it is found that violations exist, or that a taxicab is not in good repair or safe, clean or sanitary, he shall order it out of service until the defects have been corrected.

(Ord. of 1-29-52; Code 1968, § 31-26; Code 1996, § 119.33).

Sec. 122-34. – Application and Issuance of Taxicab Inspection Sticker.

(a) Generally.

1. No taxicab shall be operated in the city without a valid Taxicab Inspection Sticker.
2. The Owner shall be responsible for obtaining a Taxicab Inspection Sticker.
3. Applications for Taxicab Inspection Stickers shall be made at the Paducah Police Department utilizing a form provided by the city.
4. The taxicab to be inspected shall be present for inspection at the Paducah Police Department at the time the Application for Taxicab Inspection Sticker is submitted, at which time the Chief of Police or his designee shall examine any and all components necessary for safe and lawful operation of a taxicab under this ordinance.
5. Taxicab inspection stickers are valid for twelve (12) months from the date of issue.

- (b) Taxicab Inspection Sticker Fee Schedule. Charges for Taxicab Inspection Stickers shall be as follows:
1. Application for new Taxicab: \$ 25.00 per Taxicab.
 2. Renewal of Taxicab Inspection Sticker: \$ 15.00 per Inspection Sticker.
- (c) Application and Inspection Requirements. The Chief of Police or his designee shall inspect the taxicab and shall approve or deny Taxicab Inspection Stickers based on the following criteria:
1. Registration: Each taxicab shall display a valid state registration plate.
 2. Proof of Insurance: Each taxicab shall contain valid proof of insurance as required by law.
 3. Condition: All motor vehicle equipment and interior spaces shall be in good repair, safe, clean, and sanitary.
 4. Signs and Display: Taxicabs shall display the legal (DBA or “doing business as”) name of the Taxicab Company and the word “Taxi” prominently displayed on the outside of the vehicle in lettering no less than three (3) inches in height. The legal name and “Taxi” shall be affixed to the taxicab in a permanent or semi-permanent manner (i.e., paint or vinyl lettering). Magnetic signs which can easily be removed are not acceptable. In addition, taxicabs shall display a unique taxicab number or ID which shall make the taxicab distinguishable from other taxicabs in the Taxicab Company’s fleet. All lettering shall be in a contrasting color such that required identification as described herein may be easily visible.
 5. Taxicab Meter: The taxicab meter shall be demonstrably functional and accurate in recording mileage and time. The meter shall be fastened to the taxicab in a location which makes it easily visible to all passengers.
 6. Taxicab Fare Rates: All taxicab fare rates shall be prominently displayed in an area which is conspicuous to potential passengers. Taxicab companies charging or intending to charge additional fees to customers paying with credit or debit cards shall include and display notice of those fees along with the regular taxicab fare rates.
 7. Paper Receipts: Paper receipts must be available and shall include the Taxicab Company’s legal name, business address, business phone number, service date, and fee amount.
 8. Display of Taxicab Driver’s License: Each licensee under Sec. 122-33 shall display his/her license, with a photo of the licensee thereon, in a conspicuous place within his/her taxicab, preferably on the back of the headrest for the driver’s seat or front passenger seat.
 9. Display of Taxicab Inspection Sticker: Current Taxicab Inspection Stickers must be displayed in the lower driver’s side corner of the rear windshield of the vehicle and shall not be obscured.

10. Transfer of Sticker Prohibited: No taxicab sticker shall be sold, assigned, mortgaged, leased, or otherwise transferred at any time. Any such attempted transfer shall be cause for revocation of the Taxicab Inspection Sticker.

~~Sec. 122-35. — Conduct of drivers:~~

~~(a) At all times while operating a taxicab, the driver thereof shall be courteous and shall refrain from swearing, loud talk or boisterous conduct. He shall drive his taxicab carefully and in full compliance with all traffic laws and ordinances of the state and city. (Code 1968, § 31-29)~~

~~(Ord. of 1-29-52; Code 1996, § 119.34)~~

Sec. 122-35. — Operation of Taxicabs.

(a) Dress of Drivers: Every taxicab driver shall be clean in dress and in person while operating a taxicab. He/she shall wear a nametag, lanyard, or other identifying clothing item or accessory which identifies him/her with the taxicab company while operating a taxicab.

(b) Conduct of Drivers:

- 1. Every driver or operator shall not smoke at any time while operating a taxicab with passengers. This shall include, but not be limited to, tobacco products, “e-cigarettes,” and “vapor” devices.**
- 2. No driver or operator shall, while operating a motor vehicle that is in motion, write, type, send, or read text-based communication using a computer, tablet, cellular telephone, or similar device to manually communicate with any person using text-based communication, including but not limited to communications referred to as text message, instant message, or electronic mail. This shall not prohibit the use of global positioning systems (GPS), or navigational systems.**
- 3. No driver or operator shall receive or discharge passengers in the roadway, but shall pull to the right-hand side of the road and there receive or discharge passengers, except on one-way streets, where passengers may be received or discharged on either the right or left hand side of the road.**
- 4. No driver or operator shall permit any other person to occupy or ride in the taxicab unless the patron or patrons first employing the taxicab shall consent to the acceptance of additional passengers or patrons.**
- 5. No driver or operator shall permit any person who is not a paying patron or guest of a patron or employee of the Taxicab Company to ride in the taxicab while transporting patrons.**
- 6. No driver or operator shall cruise in search of patrons in such areas and at such times as would congest traffic or be dangerous to pedestrians or other vehicles.**

7. Refusal of Passengers: No driver or operator shall refuse or neglect to convey any orderly person or persons upon request unless:
 - i. The taxicab driver is previously engaged;
 - ii. The taxicab driver is unable or forbidden to do so by the provisions of this Chapter;
 - iii. The taxicab driver has reason to believe that the person is engaged in a violation of federal, state, or local law;
 - iv. The taxicab company has provided formal written notice to the refused person he/she will not be providing transportation based on his/her prior conduct;
 - v. The taxicab driver has reasonable cause to fear injury to himself/herself, his/her property, or the taxicab; or
 - vi. Other articulable good cause based upon an objective analysis of the circumstances.
8. No driver or operator shall engage in any other business ventures while operating a taxicab.

(c) Soliciting Patrons: No taxicab driver shall solicit patronage in a loud, disrespectful, or discourteous tone of voice, sign, or manner. No taxicab driver shall obstruct the movement of any person or follow any person for the purpose of soliciting patronage. No taxicab driver shall solicit the patronage of persons assembled at the terminal or at intermediate points along an established route of any other common carrier when such persons have assembled for the purpose of using the service of a common carrier. However, a taxicab driver may respond to any call or signal from a pedestrian for a taxicab.

(d) Trip Logs:

1. Every taxicab driver shall maintain a mechanical or electronic daily trip log on which all trips, including the time and place of origin, the destination of each trip, the number of passengers, and the amount of fare and charges, shall be recorded each day.
2. Forms for each trip log shall be furnished to the taxicab driver by the Owner and shall be in a format approved by the city.
3. All completed trip logs shall be maintained by the Owner and kept on record for no less than one year post-trip.

(e) Excessive Passengers: A taxicab driver shall not carry more persons than the taxicab manufacturer's rated capacity for that taxicab during any single trip.

(f) Taxicab Markings: It shall be unlawful to operate a vehicle marked with the identifying design of a taxicab company for the purpose of transporting passengers when there is no affiliation between the driver or certificate holder and that

company.

(g) Care of Taxicab: The owner of any taxicab shall be responsible for maintaining the vehicle equipment and interior spaces in good repair, and in safe, clean, and sanitary condition.

(h) Parking and Standing:

1. Parking: All parking regulations of the city are applicable to taxicabs operating in the city.
2. Standing:
 - i. Taxicab stands shall be used on a first-come first-served basis.
 - ii. Where multiple taxicabs are allowed to stand in one location, taxicabs shall pull up to the parking stand from the rear and shall advance forward as the taxicabs ahead of him/her pull away.
 - iii. Drivers shall stay within five (5) feet of their cab while standing and shall not solicit passengers or engage in loud or boisterous talk while at the stand.
 - iv. Nothing in this chapter shall be construed as preventing a passenger from boarding the taxicab of his/her choice.
3. Designation of parking/standing lanes: Off-street parking/standing lanes or stalls may be designated by the property owner/manager so long as it does not violate other applicable laws or ordinances.
4. Special event parking/standing: At city-permitted events, the event organizer may designate special areas for taxicabs to park/stand in his/her permit, or if these areas are not pre-designated in the permit, the Chief of Police or his designee may designate special areas for parking/standing during the event hours.

(i) Off-Street Parking: All of the ordinances detailed in this Section are applicable to taxicabs on off-street parking lots, as set forth in KRS 189.396.

(j) Advertisements on Taxicabs:

1. Advertisements placed on taxicabs shall not obscure the view of the driver or of the passengers, or limit the operation of the vehicle.
2. Advertisements shall comply with other applicable ordinances regarding the display of obscene material, and all other applicable laws.

(k) Posting of Fares: The schedule of fares shall be prominently posted in each taxicab at all times, including any and all additional fees associated with payment by credit card.

(l) Receipts: The driver of any taxicab shall, on request by the passenger, render to the passenger, a receipt for the amount charged. All receipts, including those delivered

electronically to the passenger, shall include the taxicab company's legal name, business address, business phone number, service date, and fee amount.

~~Sec. 122-36. — Soliciting patrons along route of other common carrier.~~

~~— No taxicab driver shall solicit the patronage of persons assembled at the terminal or at intermediate points along an established route of any other common carrier, when such persons have assembled for the purpose of using the service of a common carrier, but a taxicab driver may respond to any call or signal from a pedestrian for a taxicab.~~

~~(Ord. of 1-29-52; Code 1968, § 31-30; Code 1996, § 199.35).~~

Sec. 122-36. — Administration and Enforcement.

- (a) Generally: It shall be the duty of the Paducah Police Department, in conjunction with the City Manager, to enforce and investigate the provisions of this Article. Pursuant to Sec. 2-271 of the Paducah Code of Ordinances and KRS 281.765, the Chief of Police and any sworn officer employed by the Paducah Police Department shall have full authority to enforce the provisions of this Article and to write citations for violations of the provisions hereof.
- (b) Administration: All applications, proof for payment of fees, complaints, or other written information concerning the administration of this Article shall be maintained and monitored by the Paducah Police Department, under the direction and supervision of the city manager. The city manager or his/her designee shall have the authority to promulgate such rules and regulations as are necessary for the orderly and complete administration of this Article.
- (c) Suspension of Taxicab Business License: A business license to operate a taxicab company may be suspended or revoked pursuant to the provisions set forth in Paducah Code of Ordinances Sec. 106-69(d).
- (d) Taxicab Driver's License:
 1. Suspension:
 - a. Immoral, Lewd, or Unlawful Conduct not set forth under Sec. 122-33(c)3: Any sworn police supervisor of the Paducah Police Department may immediately seize a taxicab driver's license upon probable cause to believe that the license holder has engaged in any immoral or lewd conduct or of any unlawful activity not set forth in Sec. 122-33(c)3, or if the taxicab driver permits the taxicab to be used for any immoral or illegal purpose or in violation of any applicable provision of the Paducah Code of Ordinances, or has been arrested, cited, or otherwise charged with violation of any city ordinance, state or federal law punishable by less than one year imprisonment.

the taxicab driver is operating a taxicab in the city on a suspended taxicab driver's license.

3. Hearing: Following a finding of probable cause to believe that the taxicab driver's license should be suspended or revoked, as more particularly described herein, the Chief of Police shall notify the taxicab driver of the date, time, and place of a hearing to occur no more than thirty (30) days following the probable cause determination, at which time the taxicab driver shall be given an opportunity to respond to the allegations. The Chief of Police shall make a written finding of guilt or innocence. If found guilty, the punishment shall be in accordance with the provisions set forth in this section.
4. Appeals: The taxicab driver shall have ten (10) days in which to file a written appeal to the City Manager. If an appeal is filed, the City Manager shall schedule a hearing to be conducted within (30) days of receipt of the appeal, at which time the taxicab driver shall be given an opportunity to be heard. The City Manager's written finding following the appeal shall be issued within ten (10) days after the hearing. The taxicab company shall have the right to appeal the decision of the City Manager to the McCracken Circuit Court. Such appeal shall be made within thirty (30) days following entry of the City Manager's decision.

(e) Taxicab Inspection Sticker:

1. Any sworn police supervisor of the Paducah Police Department may seize possession of a taxicab inspection sticker following the issuance of a citation to either the owner or the taxicab driver for violations relating to the taxicab or its equipment as found in the provisions of this chapter, rules and regulations issued hereunder, ordinances of the city, or any state or federal law, rule, or regulation.
2. Upon notice of such seizure, the taxicab company may request a hearing before the Chief of Police. If requested, the Chief of Police shall notify the taxicab company of the date, time, and place of a hearing to occur no more than ten (10) days following the request for hearing, at which time the taxicab company shall be given an opportunity to respond to the allegations. The Chief of Police shall make a written finding of guilt or innocence. If found guilty, the suspension shall be in place until the violation is remediated but shall be for no less than twenty (20) days.
3. Following the decision of the Chief of Police, the taxicab company shall have ten (10) days in which to file a written appeal to the City Manager. If an appeal is filed, the City Manager shall schedule a hearing to be conducted within (30) days following receipt of the appeal, at which point the taxicab company shall be given an opportunity to be heard. The City Manager's

written decision following the appeal shall be issued within ten (10) days after the hearing.

4. The taxicab company shall have the right to appeal the decision of the City Manager to the McCracken Circuit Court. Such appeal shall be made within thirty (30) days following issuance of the City Manager's decision.

(f) Taxicab Operation/Trip Logs: Trip log inspection: Upon the request of any sworn member of the Paducah Police Department or of the City Manager or his/her designee, a taxicab driver must produce his/her trip log for the officer's review and/or copying.

Sec. 122-37. ~~Excessive Passengers; refusal of passengers.~~

- (a) ~~A taxicab driver shall not carry more persons than the manufacturer's rated seating capacity of the taxicab. (Code 1968, § 31-31)~~
- (b) ~~No taxicab driver shall refuse or neglect to convey any orderly person, upon request, to any place within the city reasonably accessible by automobile, unless previously engaged or forbidden by the provisions of this article to do so. The driver may demand payment of the legal fare in advance and may refuse employment until so prepaid. (Code 1968, § 31-33)~~

(Ord. of 1-29-52; Code 1996, § 119.36)

Sec. 122-38. ~~Posting of fares.~~

~~— The schedule of fares shall be prominently posted in each taxicab at all times.~~

(Ord. of 1-29-52; Code 1968, § 31-32; Code 1996, § 119.37)

Sec. 122-39. ~~Parking in Downtown Traffic District.~~

- (a) ~~No taxicab shall be parked on the streets in the Downtown Traffic District for a period of time longer than 30 consecutive minutes, provided that such parking shall at no time be for the purpose of soliciting passengers, and provided further that no taxicab owner or driver shall circumvent these provisions against parking longer than thirty (30) minutes by temporarily moving to another parking space in the same block or by parking another taxicab in a space immediately vacated by a cab of the same owner.~~
- (b) ~~Each hour during which a violation of this section occurs shall be deemed and considered a separate and distinct offense punishable as provided in section 1-19.~~

(Ord. of 1-29-52; Code 1968, § 31-34; Code 1996, § 119.38)

~~Sec. 122-40. — Suspension or denial of right to operate.~~

- ~~(a) The City Manager may suspend a taxicab license, by written order delivered to the owner, for not over 30 days, or the Board of Commissioners may, after ten days' notice and a public hearing, suspend or deny the right of an owner to operate in the city, for any of the following causes:
 - ~~a. — Failure to comply with any state or federal law or regulation, or any provision or requirement of this article or any other ordinance, resolution, regulation or order of the city.~~
 - ~~b. — If the owner or any driver employed by him has engaged in any immoral or lewd conduct or has been guilty of any unlawful activity.~~
 - ~~c. — If a taxicab is used for any immoral or illegal purpose or in violation of any applicable provision of this Code, any other ordinance of the city, or state or federal law or regulation.~~~~
- ~~(b) The owner may appeal to the Board of Commissioners within five (5) days after receiving an order of suspension by the City Manager.~~
- ~~(c) Upon notice in writing that the right to operate has been suspended or denied, the owner shall cease operation and no driver will be permitted to operate any taxicab of such owner until permission or the right to operate has been restored by the Board of Commissioners.~~

~~(Ord. of 1-29-52; Code 1968, § 31-35; Code 1996, § 119.39)~~

~~Sec. 122-41. — Driver's license required; qualifications of applicant.~~

- ~~(a) No person shall drive a taxicab within the city without having first obtained a taxicab driver's license for the current license year. (Code 1968, § 31-54)~~
- ~~(b) Each applicant for a taxicab driver's license must be of the age of 18 years or over, and must be clean in dress and in person. The applicant must **not** have been convicted of a felony within the last five (5) years immediately preceding the date of his application, but this requirement may be waived by the Chief of Police if, in his opinion, the facts warrant such a waiver. The applicant must hold all state licenses required to qualify as a taxicab driver, must be able to read, write, and speak the English language, and must furnish all information required by this article. (Code 1968, § 31-56)~~

~~(Ord. of 1-29-52; Ord. No. 73-5-818; 5-1-73; Code 1996, § 119.40)~~

~~Sec. 122-42. — Application for driver's license.~~

- ~~(a) Generally:
 - ~~1. Any person desiring to obtain a taxicab driver's license shall submit to the Chief of Police a completed application on forms to be furnished by the city, containing the following information concerning the applicant:
 - ~~a. Full name and home address.~~~~~~

- ~~b. Address of all other residences during the last five years.~~
- ~~c. Age, color, height, and color of eyes and hair.~~
- ~~d. Place of birth and marital status.~~
- ~~e. Length of time he has been a resident of the city.~~
- ~~f. Whether a citizen of the United States.~~
- ~~g. Places where employed and names of employers during the last five years.~~
- ~~h. Whether he has ever been convicted of a felony or misdemeanor and, if so, the nature, place and date of each conviction.~~
- ~~i. Whether he has been previously licensed as a taxicab driver or chauffeur and if so, when and where.~~
- ~~j. If he has previously had taxicab driver's or chauffeur's license or an ordinary state motor vehicles license, whether any such license has ever been suspended or revoked and, if so, the date, place and cause of each suspension or revocation.~~
- ~~k. Whether he holds all state licenses required to qualify as a taxicab driver.~~
- ~~l. Whether he can read, write and speak the English language.~~
- ~~m. Such additional information as may be required by the rules and regulations.~~

~~2. Each such application shall be signed and sworn to by the applicant. (Code 1968, § 31-55)~~

~~(b) *Physical and mental condition; medical examination.* Each applicant for a license under sections 122-41 through 122-47 must certify that he is in good physical condition and mentally capable of operating a taxicab. If the Chief of Police has reasonable grounds to believe that a physical examination of any applicant should be required, the applicant may be required to obtain a physical examination by a licensed physician or surgeon holding a medical degree, certifying that the applicant is physically capable of operating a taxicab on the streets in the city, and has no physical defects which would handicap him in such operation. (Code 1968, § 31-57)~~

~~(c) *Photographs of applicant.* There shall be attached to each application for a license under this section two front view photographs of the applicant taken within the last year and of a size specified on the application form, one of these photographs to be attached to the license, when issued. (Code 1968, § 31-58).~~

~~(d) *Fingerprinting of applicant.* The fingerprints of an applicant for a license under sections 122-41 through 122-47 shall be impressed on the application form by an officer of the Police Department. (Code 1968, § 31-59)~~

~~(e) *Character references.* Each applicant for a license under sections 122-41 through 122-47 shall furnish the names of two reputable residents of the city, who have known the applicant personally, as references for the applicant's character and reputation. (Code 1968, § 31-60)~~

~~(Ord. of 1-29-52; Ord. of 5-13-52; Code 1996, § 119.41)~~

~~Sec. 122-43.— Issuance of driver's license; temporary permit.~~

~~—— The Chief of Police shall determine whether all requirements of sections 122-41 through 122-47 have been complied with, and shall issue or deny all taxicab driver's licenses and renewals thereof. The Chief of Police may issue a temporary permit authorizing the applicant to drive a taxicab for not to exceed 30 days pending the completion of his investigation and examination relative to the application for a license under sections 122-41 through 122-47.~~

~~(Ord. of 1-29-52; Code 1968, § 31-61; Code 1996, § 119.42)~~

~~Sec. 122-44.— Display of driver's license.~~

~~—— Each licensee under sections 122-41 through 122-47 shall display his license, with a picture of the licensee thereon, in a conspicuous place within his taxicab. The place of such display may be prescribed or changed by the Chief of Police.~~

~~(Ord. of 1-29-52; Code 1968, § 31-62; Code 1996, § 119.43).~~

~~Sec. 122-45.— Renewal of driver's license.~~

~~—— Taxicab driver's licenses shall be renewed from year to year by the Chief of Police, either by endorsement upon the original license or by issuance of a new license.~~

~~(Ord. of 1-29-52; Code 1968, § 31-63; Code 1996, § 119.44)~~

~~Sec. 122-46.— Falsifying information in application for driver's license.~~

~~—— Any false statement made by the applicant in obtaining a license under sections 122-41 through 122-47 shall invalidate such license.~~

~~(Ord. of 1-29-52; Ord. of 5-13-52; Code 1968, § 31-64; Code 1996, § 119.45)~~

~~Sec. 122-47.— Suspension or revocation of driver's license.~~

~~—— A taxicab driver's license may be suspended for not to exceed 30 days by the City Manager, or may be suspended or revoked by the Board of Commissioners, after ten days' written notice and a public hearing for any of the following causes:~~

- ~~(1) — Use of a taxicab for any inhumane or illegal purpose.~~
- ~~(2) — Failing to comply with any provision of this article or rules and regulations issued hereunder, or of other ordinances of the city, or any state or federal law, rule or regulation.~~

~~(3) Upon being arrested for driving under the influence of intoxicating liquor, and, if convicted, his suspension shall be permanent, but if acquitted his license shall be immediately restored.~~

~~(Ord. of 1-29-52; Code 1968, § 31-65; Code 1996, § 119.46)~~

SECTION 2. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424, on April 1, 2017. There shall be a grace period from February 28, 2017 until March 31, 2017 at which time the fees, and only the fees, will be waived for current taxicab employees and vehicles. Any applications submitted on the effective date or thereafter will be subject to all fees as outlined in this ordinance.

BRANDI HARLESS, MAYOR

ATTEST:

CITY CLERK

Introduced by the Board of Commissioners, February 21, 2017
Adopted by the Board of Commissioners, _____, 2017
Recorded by the City Clerk, _____, 2017
Published by *The Paducah Sun*, _____, 2017

Agenda Action Form

Paducah City Commission

Meeting Date: February 21, 2017

Short Title: Upper Story Residential Grant Program

Ordinance Emergency Municipal Order Resolution

Staff Work By: Sheryl Chino/Stephen Ervin

Presentation By: Stephen Ervin

Background Information:

The intent of this agenda item is to amend an ordinance that established the Upper Story Residential Grant Program. Currently, property owners within a defined area (Map#1) are eligible to apply for financial assistance that shall not exceed 20% of the construction costs or a maximum of \$15,000.00 per Upper Story Residential Rental Unit.

The amendment to the ordinance will allow property owners to apply for financial assistance that shall not exceed 15% of the construction costs or a maximum of \$15,000.00 per new owner occupied residential unit. Currently the grant is only awarded for upper story rental units.

Approval of amended ordinance will:

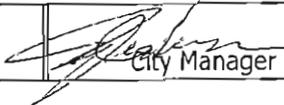
- Provide housing options downtown that will increase economic vitality, as residents will visit local businesses and help generate activity throughout the day.
- Lead to renovations of historic buildings that have fallen into disrepair.
- Support mixed use development within historic downtown Paducah.
- Improve the vitality of downtown areas through economic development. Upper story improvements will lead to 1st floor occupancy of vacant retail space.
- Lower residential/commercial vacancy rate which will indicate that downtown is an attractive place to live and work.

Funds Available: Account Name: Upper Story Residential Grant Program
Account Number: DT0033

 2/16/2017
Finance

Motion:

Attachments:

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2017-2-_____

AN ORDINANCE AMENDING CHAPTER 34 ARTICLE VIII, THE UPPER STORY RESIDENTIAL GRANT PROGRAM, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH KENTUCKY

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That Sections 34-151 through 34-156, "Upper Story Residential Grant Program," of Chapter 34, Community Planning And Development of the Code of Ordinances of the City of Paducah, Kentucky, is hereby amended to read as follows:

"Sec. 34-151. - Title.

This ordinance shall be known and may be cited as the "Upper Story Residential Grant Program (USRG)" Ordinance of the City of Paducah".

Sec. 34-152. - Purpose.

This article is intended to facilitate new residential units on the upper floors of new or existing structures by property ~~owners~~ developers within the Historic Downtown (Map #1). It will encourage the inhabitation of this unused space within the downtown area and serve as a catalyst to preserve the structures that give downtown Paducah its unique sense of place.

Sec. 34-153. - Definitions.

Project Manager. The Director of Planning or his designee.

Upper story residential ~~rental~~ unit. A self-contained housing unit that occupies only part of a building.

URCDA. Urban Renewal and Community Development Agency.

Sec. 34-154. - General provisions.

(1) *Eligibility.*

- (a) Applications for a grant under the Program will be reviewed by the Project Manager upon the criteria outlined herein to determine eligibility.
- (b) All property receiving the financial assistance under the Program shall be located within the Historic Downtown (Map #1).
- (c) Program parameters include:

1. The USRG Program will target structures that have vacant upper stories or upper stories that are part of new construction.
2. The grant portion of the project must be for the interior renovation of an existing building only or the construction of new upper story residential units.
3. All required permits (i.e. zoning, building, etc.) must have been obtained and the property must be free of liens held by the City of Paducah and all property taxes must be paid.
4. Third party construction estimates by a qualified contractor and ~~owner's~~ developer's proof of financial ability to complete the project will be required.
5. ~~Each grant shall not exceed 20 percent of the total upper story residential rental unit costs or 20 percent of building permit received from the City of Paducah Fire Prevention Division. A maximum of \$15,000.00 per upper story residential rental unit will be allocated. Upper story residential unit costs shall be determined.~~ Each grant shall not exceed 20-percent of the total upper story residential rental unit rehabilitation costs or 15-percent total upper story residential owner-occupied unit rehabilitation costs. A maximum of \$15,000 per upper story residential rental unit will be allocated.
6. A City of Paducah letter of financial commitment will be given to the ~~owner~~ developer upon final approval of the grant by URCDA or City Commission.
7. Eligible buildings shall have upon completion of project, a sustainable leak proof roofing system.
8. All projects shall comply with all applicable building codes.
9. All projects shall be completed within one year of the date that the grant is awarded. Any extension beyond one year must be requested by the ~~owner~~ developer and approved by the ~~Urban Renewal and Community Development Agency (URCDA).~~
10. Proof of builders risk insurance must accompany each application.
11. Sketches, drawings, architectural plans, Photoshop renderings or other similar visuals that will provide the Main Street Design Committee and URCDA with sufficient information to evaluate the improvements being proposed.
12. A sample board that shows proposed materials and finishes must accompany the application.
13. All projects funded by the USRG shall meet the following minimum required materials and finishes.
 - i. Walls/Interior: Interior should be of a "finished" quality. Materials should be exposed brick, finished plaster or smooth finished sheetrock with baseboard, crown and door moldings as appropriate to the design of the space.
 - ii. Floors: Refinished or new installed hardwoods, cork, bamboo, minimum 8 mm laminates, floating or engineered floors, polished, stained or sealed concrete, ceramic tiles or stone in baths and kitchens. No vinyl flooring.

- iii. Countertops: Solid surface, stone, granite, sealed concrete, or stainless steel. No laminate.
- iv. Appliances should be new and energy-star rated.
- v. Windows: Windows should be treated according to the Secretary of Interior Standards and efforts should be made to make them as energy-efficient as possible.
- vi. Hardware: Faucets, cabinet hardware and light fixtures should be either of new and higher quality or be refurbished vintage fixtures of higher quality.

Sec. 34-155. - Administration.

(1) *Staff.*

(a) The Project Manager shall perform the following duties:

- 1. Preparation of the necessary applications, financial statements, a summary of the commitments to the rules and regulations of the program, and such other forms to be executed in administering the Program. The appropriate forms shall include, along with other data deemed appropriate, Upper Story Residential Grant Program application, verified proof of all ownership interests and financial qualifications.
- 2. Review the eligibility of the applicant based on the requirements of this article, review the data provided on the forms required as part of the application procedure and make a recommendation to the URCDA.
- 3. Maintain a list of approved contractors based upon satisfactory references on past work performed.
- 4. Determine whether the proposed work to be performed meets the parameters of this article and whether the cost to complete that work is reasonable. Said determination shall be in writing and kept on file as part of the application.
- 5. Conduct appropriate, periodic inspections of the work being done and, when satisfactorily completed, issue a certificate of compliance bearing the date the certificate was issued. A copy of this certificate shall be kept as part of the file.

(2) *Funding.*

(a) The City of Paducah may make annual budgetary appropriation as it deems necessary to fund the Program established by this article and the administrative costs associated therewith.

Sec. 34-156. - Procedures for making application, review and approval.

(1) *Application.*

(a) Applications will only be accepted as funds are available. Third party construction estimates and proof of financial ability from a qualified financial institution will be required.

(b) Applications and other required forms shall be made available at the Department of Planning. Technical assistance shall be available from that office to assist applicants in completing and submitting an application. There may be no fee for filing an application.

(2) *Review.*

(a) The Project Manager shall determine the completeness of the application. Incomplete applications will not be processed.

(b) Upon a determination of completeness, the Project Manager shall make a determination as to whether the applicant meets the eligibility criteria under the Program.

(c) Upon a determination that the applicant is eligible under the Program, the Project Manager shall forward the application to the Main Street Design Committee if it is determined that the exterior portions of the structure that are ordinarily visible from the public right-of-way are being altered. The Design Committee shall make design recommendations to the applicant within 15 days of receipt of the application and forward the application to the URCDA. If the design committee fails to review and forward the URCDA within 15 days, the application will be forwarded directly to the URCDA for review by the project manager.

(d) Upon a determination that the applicant is eligible under the Program, and no exterior modifications are being completed that are visible from the public right-of-way, the Project Manager shall forward the application to the Urban Renewal & Community Development Agency (URCDA) for consideration.

(e) If multiple applications are received, the URCDA will review rankings in accordance with the following criteria to determine applicant's eligibility.

1. Total private investment of residential rehabilitation project 25%
2. Contributing structure on the National Register of Historic Places 25%
3. Rehabilitation in compliance with the National Parks Secretary of the Interiors Standards 25%
4. Capital commitment of ~~owner~~ developer to rehabilitate remaining structure (façade, roof, retail space) 25%

f. URCDA shall have the authority to approve all multi-unit projects that do not exceed \$60,000.00 in Upper Story Residential Grant funds. Projects in excess of \$60,000.00 of Upper Story Residential Investment Grant funds will be forwarded to the City Commission for approval.

g. Grant awards may be given based on availability of funds.

(3) Reserved.

(4) *Property Owners Developers obligations upon grant approval from the City of Paducah.* Property ~~Owners~~ Developers shall deliver to the Project Manager the following documents in fully executed form:

(a) A duly executed construction contract between the Property ~~Owners~~ Developers and the approved contractor outlining the rehabilitation work to be performed, the cost to be incurred, including an amount for retainage to assure the acceptable completion of the

construction, and the time of performance. This contract must be reviewed by, and acceptable to the Project Manager.

(b) Any other documents which may be requested by the Project Manager upon approval.

(5) *Disbursement of Grant.*

(a) Subject to the terms and conditions hereinafter provided, the property ~~owners~~ developers shall be entitled to draw proceeds from the grant when 100 percent of rehabilitation work has been completed. Under no circumstance will funds be advanced. However, notwithstanding the foregoing, disbursement shall only be made when the following condition precedents shall have been satisfied:

1. The Property ~~Owners~~ Developers shall submit for the Project Manager's review a written request for reimbursement. The written request shall be signed by both the approved contractor and the Property ~~Owners~~ Developers.
2. The Property ~~Owners~~ Developers shall provide to Project Manager a certification executed by the approved contractor which shall certify the aforesaid costs incurred in the construction process have been paid in full.
3. The Property ~~Owners~~ Developers shall provide to Project Manager interim mechanics' or materialmen lien waivers to be executed by the approved contractor, subcontractors, materialmen and/or their employees or agents.
4. The Project Manager has verified that the construction is in accordance with building and construction plans and specifications.
5. The Property ~~Owners~~ Developers has complied with the terms of this article.

(b) In the event all of the foregoing condition precedents are fully satisfied, the Project Manager shall within ten business days following date of request remit directly to the approved applicant the permitted amount of draw.

(c) In the event all of the foregoing condition precedents are not fully satisfied, the Project Manager shall have the right, at his discretion, to refuse the request in total until such time as all condition precedents are satisfied, or pay such portion of the request that the Project Manager deems appropriate. Additionally, the Project Manager shall have the right to pay the grant proceeds directly to any creditors who have provided labor or materials for the construction or the rehabilitation work, which payments shall be deemed for and in behalf of the Property Owners Developers and as a part of the grant hereunder. The Project Manager's determination shall be binding and final upon the Property ~~Owners~~ Developers and the approved contractor.

(6) *Issuance of Certificate of Completion.* Following completion of the work, the Project Manager shall inspect the upper story residential units and certify whether or not the work has been satisfactorily completed. If the work is sufficient, a Certificate of Completion shall be issued.

Secs. 24-157--34-170. - Reserved."

SECTION 2. That if any section, paragraph or provision of this Ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of

such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Ordinance to make each and every section, paragraph, an provision hereof separable from all other sections, paragraphs and provisions.

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

MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, February 21, 2017

Adopted by the Board of Commissioners, _____

Recorded by City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\plan\amend - upper story residential grant program