



CITY COMMISSION MEETING
AGENDA FOR DECEMBER 19, 2017
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION(S): Prohibit Electronic Smoking Devices and Tobacco Smoking in All Places of Employment, Playgrounds, City Parks and City-Owned Recreational Areas – Dr. Pat Withrow; Chris Roty, CEO of Baptist Health; Michael Yungman, CEO of Lourdes; and Kaylene Cornell, Health Education Coordinator of Purchase District Health Department

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

	I. <u>CONSENT AGENDA:</u>
	A. <u>MINUTES</u>
	B. <u>MOTION(S)</u>
	1. R & F Documents
	C. <u>MUNICIPAL ORDER(S)</u>
	1. Personnel Actions – M. RUSSELL
	2. Approve Employment Agreement with Director of 911 – CITY MANAGER PEDERSON
	3. Approve Employment Agreement with Planning Director – CITY MANAGER PEDERSON

		4. Approve Employment Agreement with Human Resources Director – CITY MANAGER PEDERSON
		5. Approve Floodwall Pump Station #2 Rehabilitation – Clean Water State Revolving Fund (CWSRF) Loan Application – R. MURPHY
		6. Authorize Contract for a Multi-Jurisdictional Enterprise License Agreement on Behalf of McCracken and Paducah GIS Consortium Members – S. CHINO
		7. Accept Grant Award of \$3,000 from KLC for Playground Equipment – M. THOMPSON
		8. Authorize an Agreement for Oak Grove Cemetery Burial Services – M. THOMPSON
	II.	<u>ORDINANCE(S) – ADOPTION</u>
		A. FY2017 Final Revised Budget Ordinance – J. PERKINS
		B. Amend FY2018 Budget Ordinance – T. SANDERSON
		C. Amend Human Rights Commission Ordinance – CITY MANAGER PEDERSON
	III.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	IV.	<u>EXECUTIVE SESSION</u>

DOCUMENTS

1. Notice of Cancellation for the Board of Commissioners of the City of Paducah for December 5, 2017
2. Contracts/Agreements:
 - a. Short Form Agreement with HDR Engineering, Inc. for the Buckner Corridor Traffic Study (Executed by City Engineer)
3. McCracken County Solid Waste Management Plan 2018-2022 (MO # 2010)
4. Purchase Area Development District, Inc. Financial Statements for Year Ended June 30, 2017

PROPOSAL FOR PARKS DEPARTMENT

Performance of Burial Services at Oak Grove Cemetery

1. Wilbert Vault Co. *

CITY OF PADUCAH
December 19, 2017

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



City Manager's Signature

12-15-17

Date

CITY OF PADUCAH
 PERSONNEL ACTIONS
 December 19, 2017

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Glisson, Mari	Recreation Leader - Class Instructor	\$17.00/Hr.	NCS	Non-Ex	January 3, 2018

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>FIRE - SUPPRESSION</u>					
Reeves, Gabriel B.	Assistant Fire Chief \$24.98/Hr.	Assistant Fire Chief \$25.85/Hr.	NCS	Non-Ex	December 7, 2017
<u>PARKS SERVICES</u>					
Wilson, Lessa	Executive Assistant I 18.85/Hr.	Executive Assistant I \$19.42/Hr.	NCS	Non-Ex	December 21, 2017

TERMINATIONS - FULL-TIME (F/T)

<u>EMERGENCY COMMUNICATION SRVCS</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Gates, Rachel L.	Telecommunicator	Resignation	December 8, 2017

Agenda Action Form Paducah City Commission

Meeting Date: 12/19/17

Short Title: Employment Agreement for Director of the E911
Communications Services Department

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson, City Manager
Presentation By: Jeff Pederson, City Manager

Background Information:

It is the City's practice to have in place an Employment Agreement for Department Directors. This Agreement is not for a defined period and it includes a three-month severance provision.

This Director is a current Kentucky state retirement pensioner and is ineligible for expanded retirement benefits. This agreement also includes a deferred compensation benefit of up to 5% of salary with a 1 to 1 employee match.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation:

Attachments:

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PADUCAH AND EDWARD MCMANUS FOR EMPLOYMENT
AS DIRECTOR OF 911, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Authorization. The Board of Commissioners of the City of Paducah hereby approves and the Mayor of the City of Paducah, Kentucky, is hereby authorized to execute an Employment Agreement with Edward McManus to be employed in the position of Director of 911.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, December 19, 2017
Recorded by Tammara S. Sanderson, City Clerk, December 19, 2017
\\mo\agree-employment – Ed McManus Director of 911

AGREEMENT TO EMPLOY EDWARD McMANUS AS DIRECTOR OF 911

This Agreement made and entered into this _____ day of _____, 2017 by and between **the CITY OF PADUCAH, KENTUCKY**, a Municipal Corporation, hereinafter called "City", and Edward McManus, hereinafter called "Director of 911", both of whom understand as follow:

WITNESSETH:

WHEREAS, the Board of Commissioners of the City of Paducah desires to employ Edward McManus as Director of 911; and

WHEREAS, the Board of Commissioners desires to (1) secure the services of Edward McManus as Director of 911 and to provide inducement for him to remain in such employment, (2) to make possible full work productivity and independence by assuring his morale and peace of mind with respect to future security, and (3) to provide a just means for terminating his service at such time that the Board of Commissioners may desire to no longer employ him as Director of 911; and

WHEREAS, Edward McManus desires to accept employment as Director of 911 for the City of Paducah;

NOW THEREFORE, the parties agree as follows:

1. APPOINTMENT

The Board of Commissioners appointed Edward McManus as Director of 911 of the City of Paducah on October 20, 2016.

2. DUTIES

The Director of 911 serves under the direction of the City Manager. He will perform the duties of Director of 911 as prescribed by the laws of the Commonwealth of Kentucky, the Charter and Ordinances of the City of Paducah, and will perform additional tasks and functions as directed by the City Manager.

3. TERM

The Director of 911 serves at the pleasure of the Board of Commissioners. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Commissioners to terminate the services of the Director of 911 at any time, subject only to State Law and the "Termination of Appointment" section of this Agreement.

4. BEGINNING DATE

The Director of 911 began his duties on October, 2016. The beginning date of the effect of this contract will be December 20, 2017.

DIRECTOR of 911 COMMITMENTS

While serving as Director of 911, Edward McManus agrees to remain in the exclusive employ of the City, except that he may engage in occasional teaching, writing or speaking on his own time. If outside compensation is provided for such services, the City Manager shall be notified in advance.

5. INDEMNIFICATION

Whenever the Director of 911 shall be sued for damages arising out of the performance of his duties, the City shall provide defense counsel for the Director of 911 in such suit and indemnify him from any judgment rendered against him, provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. Said indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as Director of 911, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City.

6. HOURS OF WORK

The minimum workweek for the Director of 911 shall be 40 hours plus any additional time reasonably required to discharge the responsibilities of the office. Since the Director of 911 must devote a great deal of time outside of normal office hours to City business, he is allowed to take compensatory time off during normal office hours.

8. SALARY

City agrees to pay the Director of 911 an annual base salary of \$73,361.60, with annual performance reviews to be conducted by the City Manager.

9. COMPENSATION ADJUSTMENT

The City Manager will review the Director of 911's compensation annually. In considering compensation increases the City Manager will weigh the Director of 911's performance, the compensation of Directors of 911 serving comparable jurisdictions in Kentucky and neighboring states, increases granted to other employees, and the resources of the City.

11. RETIREMENT

The Director of 911, as a current pensioner in the Kentucky State Retirement system, is not eligible for further contribution to that system. As an enticement to remain in the position, the City will contribute up to 5% of the Director's annual salary into a deferred compensation plan that is in place with the City of Paducah. It is understood that the contribution will be on a 1 to 1 basis, with the City matching the Director's annual contribution up to the 5% limitation.

12. LEAVE

The Director of 911 shall accrue sick leave at the same rate as other general employees. Upon hire, the Director was credited with 10 days of vacation leave and shall earn vacation time from that time at the same schedule as other departmental and non-union employees.

13. UNIFORM ALLOWANCE

The Director of 911 will be provided with uniform clothing in accordance with the plan that is in place for all other employees of the 911 Emergency Communications Department.

14. PROFESSIONAL DEVELOPMENT

The City will pay the Director of 911's professional association subscriptions; memberships and participation costs, including attendance at an annual professional association conference; and within budgetary limits will support his continued professional development.

15. INSURANCE AND OTHER BENEFITS

As a current pensioner in the Kentucky State Retirement System, the Director will not participate in the City's Employee Health Insurance Plan however he shall be paid the same waiver as is available to employees who participate in a non-City provided Plan.

16. TERMINATION OF APPOINTMENT

If the Board of Commissioners decides to terminate the Director of 911 or requests his resignation during the first two years of his employment, the Board of Commissioners will either give the Director of 911 three months' notice before the termination takes effect, or will offer to pay a severance payment to the Director of 911. Such severance payment shall be a lump sum cash payment equal to three months of salary as defined in Paragraph 8 above.

If the Director of 911 elects to accept the aforesaid severance payment, he will sign a severance agreement, which generally releases the City of any and all claims that the Director of 911 may have as a result of his employment and/or termination.

If the Director of 911 is terminated by the Board of Commissioners, health insurance benefits shall continue in full force and coverage, at City expense, for a period of four months or until similar coverage is provided to the Director of 911 by a subsequent employer and is in full force and effect, whichever comes first. Such continuation of group health insurance coverage shall be in addition to any protection afforded the Director of 911 by the Consolidated Omnibus Budget Reconciliation Act of 1988 (COBRA). Coverage under COBRA shall begin on the date all coverage extended under these severance provisions expires.

In the event the Director of 911 is terminated for "just cause", then the City's only obligation to the Director of 911 is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just cause" is defined as: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) dishonesty; (4) recurrent insobriety; (5) violation of duties to the City by any other act(s) of a similar nature which bring discredit to the City.

Should the Director of 911 be permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, the Board of Commissioners shall have the right to terminate this Agreement subject to the severance provisions of this section.

17. GENERAL PROVISIONS

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

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Director of 911.

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

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

IN WITNESS WHEREOF, the Board of Commissioners of the City of Paducah has caused this Agreement to be executed on its behalf by the City's Mayor, and Edward McManus has executed this Agreement as Director of 911 this _____ day of December, 2017.

Brandi Harless, Mayor
City of Paducah, Kentucky

Edward McManus

ATTEST:

Tammara Sanderson, City Clerk

Agenda Action Form Paducah City Commission

Meeting Date: 12/19/17

Short Title: Employment Agreement for Director of the Planning Department

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson, City Manager
Presentation By: Jeff Pederson, City Manager

Background Information:

It is the City's practice to have in place an Employment Agreement for Department Directors. This Agreement is not for a defined period and it includes a three-month severance provision.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation:

Attachments:

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND TAMMARA TRACY FOR EMPLOYMENT AS PLANNING DIRECTOR, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

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

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, December 19, 2017
Recorded by Tammara S. Sanderson, City Clerk, December 19, 2017
\\mo\agree-employment –Tammara Tracy Planning Director

**AGREEMENT TO EMPLOY TAMMARA TRACY
AS PADUCAH PLANNING DIRECTOR**

This Agreement, made and entered into this _____ day of _____, 2017, by and between **the CITY OF PADUCAH, KENTUCKY**, a Municipal Corporation, hereinafter called "City", party of the first part, and Tammara Tracy, hereinafter called "Planning Director", party of the second part, both of whom understand as follow:

WITNESSETH:

WHEREAS, the Board of Commissioners of the City of Paducah desires to continue employ Tammara Tracy as the Planning Director; and

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

WHEREAS, Tammara Tracy desires to accept employment as the Planning Director of the City of Paducah.

NOW THEREFORE, the parties agree as follows:

1. APPOINTMENT

The Board of Commissioners hereby appoints Tammara Tracy as the Planning Director of the City of Paducah.

2. DUTIES

The Planning Director shall serve as Chief Administrative Officer of the City of Paducah Planning under the direction of the City Manager. She will perform the duties of the Planning Director as prescribed by applicable federal statutes, the laws of the Commonwealth of Kentucky, the Charter and Ordinances of the City of Paducah, and will perform additional tasks and functions as directed by the City Manager and the Board of Commissioners.

3. TERM

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

4. BEGINNING DATE

Planning Director began her expanded duties on August 17, 2017.

5. PLANNING DIRECTOR COMMITMENTS

While serving as Planning Director, Tammara Tracy agrees to remain in the exclusive employ of the City, except that she may engage in occasional teaching, writing or speaking on her own time. If outside compensation is provided for such services, the Board of Commissioners shall be notified in advance.

6. INDEMNIFICATION

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

7. HOURS OF WORK

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

8. SALARY

City agrees to pay the Planning Director her current annual base salary of \$83,491.20.

The City Manager will review the Planning Director compensation annually and recommend adjustments to the Board of Commissioners. In considering compensation increases the City Manager will weigh the Planning Director's performance, the compensation of Planning Directors serving comparable jurisdictions in Kentucky and neighboring states, increases granted to other employees, and the resources of the City.

9. RETIREMENT

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

10. LEAVE

The Planning Director shall accrue sick leave and vacation leave at the same rate as other general employees with the same number of years of service as she has, with the exception that ten days paid vacation will be available immediately. Leave accrual limits that apply to other administrative employees will apply to the Planning Director. Should leave accrual limits be reduced at some time in the future, the leave that the Planning Director has accrued at that time will be grandfathered.

11. PROFESSIONAL DEVELOPMENT

The City will pay the Planning Director's professional association subscriptions, memberships' and participation costs, including attendance at an annual professional association conference, and within budgetary limits will support her continued professional development.

12. INSURANCE AND OTHER BENEFITS

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

13. TERMINATION OF APPOINTMENT

If the Board of Commissioners decides to terminate the Planning Director or requests her resignation, the Board of Commissioners shall pay the Planning Director a severance payment equal to three months of her then current base salary.

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

If the Planning Director is terminated by the Board of Commissioners, health insurance benefits shall continue in full force and coverage, at City expense, for a period of three months or until similar coverage is provided to the Planning Director by a subsequent employer and is in full force and effect, whichever comes first. Such continuation of group health insurance coverage shall be in addition to any protection afforded the Planning Director by the Consolidated Omnibus Budget Reconciliation Act of 1988 (COBRA) as amended. Coverage under COBRA shall begin on the date all coverage extended under these severance provisions expires.

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

Should the Planning Director be permanently disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four successive

weeks beyond any accrued leave, the Board of Commissioners shall have the right to terminate this Agreement subject to the severance provisions of this section.

14. GENERAL PROVISIONS

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

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

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

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

IN WITNESS WHEREOF, the Board of Commissioners of the City of Paducah has caused this Agreement to be executed on its behalf by the City's Mayor, and Tammara Tracy executed this Agreement as Planning Director this _____ day of _____, 2017.

Brandi Harless, Mayor
City of Paducah, Kentucky

Tammara Tracy
Planning Director

ATTEST:

Tammy Sanderson, City Clerk

Agenda Action Form Paducah City Commission

Meeting Date: 12/19/17

Short Title: Employment Agreement for Director of Human Resources

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson, City Manager

Presentation By: Jeff Pederson, City Manager

Background Information:

It is the City's practice to have in place an Employment Agreement for Department Directors. This Agreement is not for a defined period and it includes a three-month severance provision.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation:

Attachments:

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PADUCAH AND MARTIN RUSSELL FOR EMPLOYMENT AS
HUMAN RESOURCES DIRECTOR, AND AUTHORIZING THE MAYOR TO EXECUTE
SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Authorization. The Board of Commissioners of the City of Paducah hereby approves and the Mayor of the City of Paducah, Kentucky, is hereby authorized to execute an Employment Agreement with Martin Russell to be employed in the position of Human Resources Director.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, December 19, 2017
Recorded by Tammara S. Sanderson, City Clerk, December 19, 2017
\\mo\agree-employment – Martin Russell Human Resources Director

**AGREEMENT TO EMPLOY MARTIN RUSSELL
AS PADUCAH HUMAN RESOURCES DIRECTOR**

This Agreement, made and entered into this _____ day of _____, 2017, by and between **the CITY OF PADUCAH, KENTUCKY**, a Municipal Corporation, hereinafter called "City", party of the first part, and Martin Russell, hereinafter called "Human Resources Director", party of the second part, both of whom understand as follow:

WITNESSETH:

WHEREAS, the Board of Commissioners of the City of Paducah desires to continue employ Martin Russell as the Human Resources Director; and

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

WHEREAS, Martin Russell desires to accept employment as the Human Resources Director of the City of Paducah.

NOW THEREFORE, the parties agree as follows:

1. APPOINTMENT

The Board of Commissioners hereby appoints Martin Russell as the Human Resources Director of the City of Paducah.

2. DUTIES

The Human Resources Director shall serve as Chief Administrative Officer of the City of Paducah Human Resources under the direction of the City Manager. He will perform the duties of the Human Resources Director as prescribed by applicable federal statutes, the laws of the Commonwealth of Kentucky, the Charter and Ordinances of the City of Paducah, and will perform additional tasks and functions as directed by the City Manager and the Board of Commissioners.

3. TERM

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

4. BEGINNING DATE

Human Resources Director began his expanded duties on September 29, 2016.

5. HUMAN RESOURCES DIRECTOR COMMITMENTS

While serving as Human Resources Director, Martin Russell agrees to remain in the exclusive employ of the City, except that he may engage in occasional teaching, writing or speaking on his own time. If outside compensation is provided for such services, the Board of Commissioners shall be notified in advance.

6. INDEMNIFICATION

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

7. HOURS OF WORK

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

8. SALARY

City agrees to pay the Human Resources Director his current annual base salary of \$81,619.20.

The City Manager will review the Human Resources Director compensation annually and recommend adjustments to the Board of Commissioners. In considering compensation increases the City Manager will weigh the Human Resources Director's performance, the compensation of Human Resource Directors serving comparable jurisdictions in Kentucky and neighboring states, increases granted to other employees, and the resources of the City.

9. RETIREMENT

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

10. LEAVE

The Human Resources Director shall accrue sick leave and vacation leave at the same rate as other general employees with the same number of years of service as he has. Leave accrual limits that apply to other administrative employees will apply to the Human Resources Director. Should leave accrual limits be reduced at some time in the future, the leave that the Human Resources Director has accrued at that time will be grandfathered.

11. PROFESSIONAL DEVELOPMENT

The City will pay the Human Resources Director's professional association subscriptions, memberships' and participation costs, including attendance at an annual professional association conference, and within budgetary limits will support his continued professional development.

12. INSURANCE AND OTHER BENEFITS

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

13. TERMINATION OF APPOINTMENT

If the Board of Commissioners decides to terminate the Human Resources Director or requests his resignation, the Board of Commissioners shall pay the Human Resources Director a severance payment equal to three months of his then current base salary.

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

If the Human Resources Director is terminated by the Board of Commissioners, health insurance benefits shall continue in full force and coverage, at City expense, for a period of three months or until similar coverage is provided to the Human Resources Director by a subsequent employer and is in full force and effect, whichever comes first. Such continuation of group health insurance coverage shall be in addition to any protection afforded the Human Resources Director by the Consolidated Omnibus Budget Reconciliation Act of 1988 (COBRA) as amended. Coverage under COBRA shall begin on the date all coverage extended under these severance provisions expires.

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

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

14. GENERAL PROVISIONS

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

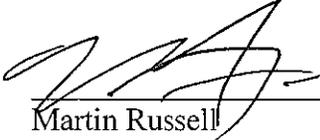
This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Human Resources Director.

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

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

IN WITNESS WHEREOF, the Board of Commissioners of the City of Paducah has caused this Agreement to be executed on its behalf by the City's Mayor, and Martin Russell executed this Agreement as Human Resources Director this ____ day of _____, 2017.

Brandi Harless, Mayor
City of Paducah, Kentucky



Martin Russell
Human Resources Director

ATTEST:

Tammy Sanderson, City Clerk

Agenda Action Form Paducah City Commission

Meeting Date: 19 December 2017

Short Title: FLOODWALL PUMP STATION #2 REHABILITATION – CLEAN WATER STATE REVOLVING FUND (CWSRF) LOAN APPLICATION

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Rick Murphy, Sheryl Chino

Presentation By: Rick Murphy

Background Information: In 1989, KRS Chapter 224A and 200 KAR 17:050 were enacted to begin a new financial program for construction of wastewater projects. Construction grant program funds were no longer available from the U.S. Environmental Protection Agency (EPA) for new projects, and financial assistance was still greatly needed for communities to comply with the Clean Water Act.

The CWSRF, also referred to as Fund A, is a 20 or 30 year loan program for planning, design and construction of wastewater infrastructure projects, storm water projects and nonpoint source projects.

The Engineering Department is proposing to submit a CWSRF application to the Kentucky Infrastructure Authority (KIA) for Floodwall Pump Station #2 project. Improvements include: replacement of pump plant discharge pipes; rehabilitation of various mechanical components of all seven pumps and motors; replacement of the sluice gate; and, various appurtenances.

The City of Paducah qualifies for a Fund A loan up to \$5,105,000 for this project. This loan will have an interest rate of 0.75% with a 20 year term and qualifies for principal forgiveness for an amount not yet determined. Other grant funding has been awarded to this project, lowering the amount of loan funding needed for the project. The project funding breakdown is:

CDBG	\$1,000,000
DRA CIF	\$ 400,000
<u>CWSRF Loan</u>	<u>\$3,713,000</u>
Total Project Cost	\$5,105,000

Before EPW can begin the bidding process, it is essential to secure the final funding needed to complete the project through the CWSRF program.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:

Account Number:

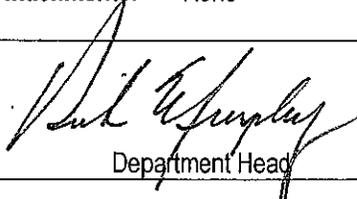
Project Number:

CFDA:

 12/12/2017
Finance

Staff Recommendation: Authorize and direct the mayor to execute all CWSRF loan related documents.

Attachments: None

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION THROUGH THE KENTUCKY ENERGY AND ENVIRONMENT CABINET AND KENTUCKY INFRASTRUCTURE AUTHORITY TO OBTAIN A CLEAN WATER STATE REVOLVING FUND LOAN FOR THE FLOODWALL PUMP STATION #2 PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

WHEREAS, under the terms of Title VI of the Water Quality Act of 1987 and amendments to KRS 224A, the State is authorized to render financial assistance to eligible project applicants by way of capitalization grants from the U.S. Environmental Protection Agency and State Match funds comprising the Federally Assisted Wastewater Revolving Fund (State Revolving Loan Program) established to aid in the construction of wastewater treatment facilities improvements and certain related facilities with consideration for the approval to be based on applications submitted through the Kentucky Energy and Environment Cabinet and the Kentucky Infrastructure Authority; and

WHEREAS, the City of Paducah proposes to provide improvements such as upgraded pump plant discharge pipes, rehabilitation of mechanical components and replacement of the sluice gate for the Pump Station #2 Rehabilitation Project which are considered eligible for such loan assistance; and

WHEREAS, the City of Paducah now wishes to authorize the loan application to obtain a Clean Water State Revolving Fund Loan.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the submission of an application through the Kentucky Energy and Environment Cabinet and Kentucky Infrastructure Authority to obtain a Clean Water State Revolving Fund Loan in the amount of \$3,713,000 for improvements for the Floodwall Pump Station #2 Project and authorizes the Mayor to execute all loan application documents relating to same.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, December 19, 2017
Recorded by Tammara S. Sanderson, City Clerk, December 19, 2017
\\MO\Pump Station 2 Clean Water State Revolving Fund Loan Application

Agenda Action Form Paducah City Commission

Meeting Date: December 19th, 2017

Short Title: Contract with ESRI for a Multi-Jurisdictional Enterprise License Agreement with McCracken and Paducah Geographic Information System consortium members

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Stephen Chino

Presentation By: Stephen Chino

Background Information:

In 1999, the McCracken and Paducah Geographic Information System (MAP~GIS) was formed in order that the member agencies could coordinate their efforts in the development and maintenance of a computer mapping system for McCracken County. The partnership between McCracken County, the City of Paducah, Paducah Water, Paducah Power, E911, and the Joint Sewer Agency continues this strong development partnership by continuing an agreement with the computer mapping GIS software vendor ESRI. This contract allows the MAP~GIS member agencies to pool together its software licenses and leverage funds previously paid in maintenance to ESRI, which has resulted in an annual savings of over \$100,000 per year between the six agencies. The contract allows each agency to obtain virtually unlimited licensed copies of most all software offered by ESRI. In doing so, each MAP~GIS member agency has available the full potential of the ESRI GIS computer mapping software unlocking many new opportunities for development of each of the members' systems. This contract will continue the agreement among the consortium agencies for another three year contract period from January 1, 2018 through December 31, 2020.

The Multi-Jurisdictional License Agreement is a 3 year agreement at \$60,000 per year (\$180,000 total). The City will be the administrator of the licenses and the contract and the consortium members are named as additional licensed entities. Through the Interlocal Agreement, each member agency will be billed a percentage of the total \$60,000 based on the current amount of licenses they hold. The City's portion for each Fiscal Year 2018, 2019, and 2020 will be \$14,613.49. This represents a decrease of \$1,442.50 for the City's portion. This decrease of the City's portion is due to the increased license level participation by McCracken County. The remaining \$45,386.51 will be paid from the MAP~GIS project account for the participating consortium members.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Computer Software Maintenance
Account Number: 1000-05-0501-GG-00000-00000-522020

Account Name: MAP~GIS Project Account
Account Number: GIS001-000-20000-20016

12/14/07
[Signature]

Staff Recommendation:

Adopt an Ordinance authorizing the execution of a contract between the City of Paducah and the members of the MAP~GIS Consortium for the acquisition and administration of a Multi-Jurisdictional Enterprise License Agreement with ESRI and authorizing the Mayor to execute documents relating to the ELA.

Attachments:

- Quote from ESRI for a Small Government Term License Agreement
- Multi-Jurisdictional Enterprise License Agreement
- Interlocal Agreement between all members of the MAP~GIS Consortium

<i>[Signature]</i> Department Head	City Clerk	<i>[Signature]</i> City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING A CONTRACT BETWEEN ESRI
AND THE CITY, ON BEHALF OF THE MEMBERS OF THE MAP~GIS CONSORTIUM,
FOR A MULTI-JURISDICTIONAL ENTERPRISE LICENSE AGREEMENT

WHEREAS, McCracken County, the City of Paducah, Paducah Water, Paducah Power, E911, and the Joint Sewer Agency formed a consortium named MAP~GIS through an Interlocal Agreement in order to coordinate their efforts in the development and maintenance of a computer mapping system for McCracken County; and

WHEREAS, in 2011, the City, on behalf of the consortium, entered into an agreement with ESRI, a computer mapping GIS software vendor, for a Multi-Jurisdictional Enterprise License; and

WHEREAS, in 2014, the contract was executed for another 3 year period, beginning in January 1, 2015 and ending December 31, 2017; and

WHEREAS, MAP~GIS wishes to continue services with ESRI for another 3 years.

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

SECTION 1. That the Mayor is hereby authorized to execute a contract with ESRI for the acquisition and administration of a Multi-Jurisdictional Enterprise License Agreement with the City on behalf of the members of the MAP~GIS Consortium, in an amount not to exceed \$60,000, per year, total of \$180,000 for a 3 year agreement. The contract will become effective January 1, 2018 and end December 31, 2020.

SECTION 2. Funds for this expenditure shall be charged to the following accounts:
Computer Software Maintenance
Account Number: 1000-05-0501-GG-00000-00000-522020

Account Name: MAP~GIS Project Account
Account Number: GIS001-000-20000-20016

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, December 19, 2017
Recorded by Tammara S. Sanderson, City Clerk, December 19, 2017
\\mo\agree-ESRI-2018-2020



Quotation # 20517029

Date: October 17, 2017

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 228267 Contract #

McCracken & Paducah Geographic
Information System Map GIS
300 S 5th St
Paducah, KY 42003

ATTENTION: Stephen Chino
PHONE: (270) 444-8622
FAX: (270) 444-8689

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/17/2017 To: 01/15/2018

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: David Smith

Email: david_smith@esri.com

Phone: (614) 933-8698 x5502

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076



Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____

Esri, 380 New York St, Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-3)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise optional servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) annual Professional subscription to ArcGIS Developer*
 Two (2) Esri CityEngine Advanced Single Use Licenses
 250 Level 1 ArcGIS Online Named Users
 250 Level 2 ArcGIS Online Named Users
 37,500 ArcGIS Online Service Credits
 250 Level 1 ArcGIS Enterprise Named Users
 250 Level 2 ArcGIS Enterprise Named Users
 5 Insights for ArcGIS

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri license agreement that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support. Customer will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed during the Term of Agreement, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each additional year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each additional year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

**INTERLOCAL AGREEMENT FOR PURCHASE OF AN ESRI SOFTWARE ENTERPRISE LICENSE AGREEMENT
FOR MEMBERS OF THE MCCRACKEN AND PADUCAH GIS CONSORTIUM**

THIS AGREEMENT made and executed by and between MCCRACKEN COUNTY, KENTUCKY ("McCracken County"), CITY OF PADUCAH, KENTUCKY ("City of Paducah"), PADUCAH WATER ("Paducah Water"), PADUCAH POWER ("Paducah Power"), PADUCAH-MCCRACKEN COUNTY EMERGENCY COMMUNICATION SERVICE BOARD ("E-911"), and the PADUCAH-MCCRACKEN COUNTY JOINT SEWER AGENCY ("JSA").

WITNESETH:

WHEREAS, McCracken County, City of Paducah, Paducah Water, and Paducah Power entered into an interlocal agreement adopted by a McCracken Fiscal Court Order on March 9, 1999 and adopted by City of Paducah by Ordinance No. 99-1-5988, whereby the parties coordinated their efforts in the development and maintenance of a Geographic Information System (GIS) for the mapping of McCracken County, Kentucky.

WHEREAS, E-911 was amended as a participating agency through an addendum to the interlocal agreement dated August 22, 2002.

WHEREAS, JSA was amended as a participating agency through an addendum to the interlocal agreement dated August 17, 2004.

WHEREAS, the parties to the aforesaid interlocal agreement operate generally under the assumed name of MAP~GIS Consortium.

WHEREAS, GIS is recognized as a tool for accomplishing resource efficiency and collaborative data development in McCracken County and serves a valid public purpose.

WHEREAS, GIS has become an integral part of the operations of the members of the MAP~GIS Consortium.

WHEREAS, the services of the City as described herein are for the direct benefit of all of the members of the MAP~GIS Consortium.

WHEREAS, currently the City, Paducah Water, Paducah Power, and JSA each have individual contracts with the Environmental Systems Research Institute, Inc., ("ESRI") for the use of certain ESRI software licenses; and

WHEREAS, McCracken County, City of Paducah, Paducah Water, Paducah Power, E-911, and JSA as members of the MAP~GIS Consortium desire to cooperatively join together and contract with ESRI for a Multi-Jurisdictional Enterprise License Agreement that each member may have the right to use.

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

SECTION 1: PURPOSE Pursuant to the Kentucky Interlocal Cooperation Act KRS 65.210, et seq., McCracken County, City of Paducah, Paducah Water, Paducah Power, E-911, and JSA do hereby cooperatively authorize the City of Paducah on behalf of the members of the MAP~GIS Consortium to enter into an ESRI Multi-Jurisdictional Enterprise License Agreement in order for each member to have the right to use, deploy, and administer certain ESRI software licenses for a initial term of three years and to negotiate subsequent agreements with ESRI for the continued right to use and deploy certain ESRI software licenses after the expiration of the initial term.

SECTION 2: ADMINISTRATION The ESRI Multi-Jurisdictional Enterprise License Agreement including software licenses shall be administered by the City of Paducah. The City of Paducah shall also be responsible for billing each member of the MAP~GIS Consortium their proportionate share of all fees and costs incurred under the ESRI Multi-Jurisdictional Enterprise License Agreement as set forth in Sections 3 and 4. No party to this Agreement shall be required to pay compensation to any other party for services rendered hereunder. No property shall be acquired pursuant to this Agreement which will need to be disposed of upon a complete or partial termination of this Agreement.

SECTION 3: BUDGET-FUNDING FOR INITIAL CONTRACT Each member of the MAP~GIS Consortium shall be responsible for their proportionate share of all fees and costs incurred under the ESRI Multi-Jurisdictional Enterprise License Agreement and any renewals or extensions thereto. Each members funding percentage during the initial 3 year term of the ESRI Multi-Jurisdictional Enterprise License Agreement is based upon the fees and costs each member is currently (as of October 2011) paying ESRI under their separate contract for the use of the ESRI software licenses. The annual funding payments shall be due within fifteen (15) days of receipt of the billing invoice. The funding percentages below will be used for the initial three year term of the ESRI Multi-Jurisdictional Enterprise License Agreement:

Agency	Annual Funding Percentage	Estimated Annual Funding Payment
City of Paducah	36.21%	\$18,103.50
McCracken County	2.29%	\$1,144.34
E-911	3.39%	\$1,693.63,
Paducah Water	11.33%	\$5,663.58
Paducah Power	32.73%	\$16,365.02
JSA	14.06%	\$7,029.93

McCracken County's and E-911's percentage share of the fees and costs incurred during the initial three year term of the ESRI Multi-Jurisdictional Enterprise License Agreement will be paid by the City of Paducah out of the funds received from the Contract For Geographic Information Systems Services so long as such contract continues to exist. Should McCracken County or E-911 decide at any time to utilize the ESRI software licenses authorized through the ESRI Multi-Jurisdictional Enterprise License Agreement, then that member shall be billed their respective funding percentage separate from the Contract For Geographic Information Systems Services. Each member shall be entitled to a one time

credit to be applied toward the first annual funding payment for any fees and costs already paid by each member to ESRI under their individual contracts for the same time period covered by the of the ESRI Multi-Jurisdictional Enterprise License Agreement. The entire annual funding payment shall be due from each member for the remaining two years of the three year term of the ESRI Multi-Jurisdictional Enterprise License Agreement.

SECTION 4: BUDGET-FUNDING OF RENEWAL CONTRACTS Annual funding payments for any renewal license agreement with ESRI will be negotiated among the MAP~GIS Consortium members at the appropriate time prior to the expiration of the then current term of the ESRI Multi-Jurisdictional Enterprise License Agreement. License usage levels will be monitored throughout the term of the ESRI Multi-Jurisdictional Enterprise License Agreement and any renewal contracts to provide a basis on which to evaluate amounts paid by each MAP~GIS Consortium member.

SECTION 5: RELATIONSHIP TO EXISTING INTERLOCAL AGREEMENT This Agreement is not intended to supersede or conflict with any provision of the GIS Mapping Interlocal Agreement or the Contract For Geographic Information Systems Services.

SECTION 6: DURATION OF AGREEMENT This Agreement shall remain in full force and effect during the initial three year term of the ESRI Multi-Jurisdictional Enterprise License Agreement Contract. Such term shall automatically renew for an additional period of time coinciding with any renewal agreements with ESRI for software licenses, unless McCracken County, City of Paducah, Paducah Water, Paducah Power, E-911, or JSA terminates this Agreement. Any member may terminate this Agreement by providing to the other members a 12-month prior written notification of such member's intent to terminate this Agreement. Upon termination of this Agreement by any member, this Agreement may continue without the terminating member at the discretion of the remaining members.

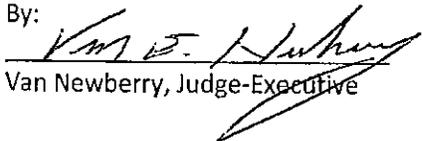
SECTION 7: MISCELLANEOUS PROVISION This Agreement represents the entire understanding and Agreement reached between the parties, and all prior covenants, agreements, presentations and understandings are merged herein. This Agreement shall be fully binding upon the parties hereto and shall be deemed fully enforceable in accordance with the terms and provisions hereof. If any provision of this Agreement shall be held invalid or unenforceable under any applicable laws, such invalidity shall not affect any other provision of this Agreement. No party shall assign this Agreement or any rights or obligations hereunder. This Agreement shall not be modified or altered, except by written amendment approved by all parties hereto. Notices made or given by either party in connection with this Agreement must be in writing to be effective. They shall be deemed given if delivered personally (which includes notices given by messenger) or, if delivered by U.S. mail. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the Commonwealth of Kentucky. The venue of any legal dispute shall be the courts of the Commonwealth of Kentucky in McCracken County.

SECTION 8: EFFECTIVE DATE The effective date of this Agreement shall be on the date when said Agreement is executed by McCracken County, City of Paducah, Paducah Water, Paducah Power, E-

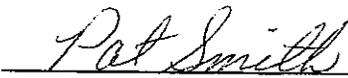
911, and JSA and approved by the Governor's Office of Local Development and the Multi-Jurisdictional ESRI Enterprise License Agreement is signed by all parties.

WITNESS these signatures of the undersigned.

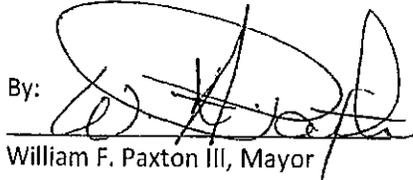
MCCRACKEN COUNTY, KENTUCKY

By:  12/21/2011
Van Newberry, Judge-Executive Date

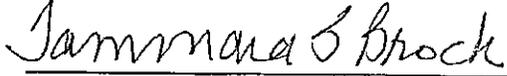
Attest:


Fiscal Court Clerk

CITY OF PADUCAH, KENTUCKY

By:  12-21-2011
William F. Paxton III, Mayor Date

Attest:


City Clerk

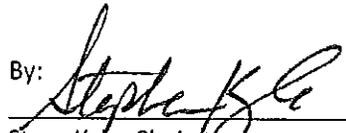
PADUCAH WATER

By:  12/21/11
Glen Anderson, General Manager Date

PADUCAH POWER

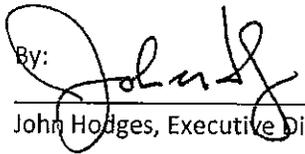
By:  1/3/2012
David Clark, General Manager Date

PADUCAH/MCCRACKEN COUNTY E-911 EMERGENCY COMMUNICATION SERVICES ("E-911")

By: 
Steve Kyle, Chairman

12-5-11
Date

PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY ("JSA")

By: 
John Hodges, Executive Director

12/1/11
Date

This instrument was prepared by:



DENTON & KEULER, LLP
P.O. BOX 929
PADUCAH KY 42002-0929
www.dklaw.com

COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL
700 CAPITAL AVENUE, SUITE 118
FRANKFORT, KENTUCKY 40601-3449
(502) 696-5300

INTERLOCAL COOPERATION AGREEMENT

Between

MCCRACKEN COUNTY, KENTUCKY, CITY OF PADUCAH, KENTUCKY, PADUCAH WATER, PADUCAH POWER,
PADUCAH-MCCRACKEN COUNTY EMERGENCY COMMUNICATION SERVICE BOARD,
and the PADUCAH-MCCRACKEN COUNTY JOINT SEWER AGENCY

Approved May 30, 201³₂

By: Ryan Halloran, Assistant Attorney General for
Jack Conway, Attorney General

RECEIVED AND FILED

DATE June 24, 2013

ALISON LUNDERGAN GRIMES
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY
BY [Signature]

RECORDED
INDEXED
JUN 20 13
FBI - MEMPHIS

Ans Jerry

Paid \$ 22.00 Recording Fee
Paid \$ _____ Perpet Tax
Filed 6 day of June 20 13
at 8:30 A. M. clock
JEFF JERRILL, Clerk
BY [Signature] D.C.

Recorded Deed Book 1256 Page 73

Agenda Action Form Paducah City Commission

Meeting Date: 19 December 2017

Short Title: Kentucky League of Cities Liability Grant Program grant receipt

Ordinance Emergency Municipal Order Resolution Motion

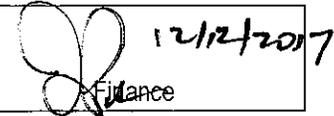
Staff Work By: Mark Thompson, Adam Shull

Presentation By: Mark Thompson

Background Information: The Parks and Recreation Department was awarded a \$3,000 Kentucky League of Cities Insurance Services (KLCIS) matching grant to go toward the purchase of a new GameTime drum circle for the Noble Park Boundless Playground. The total cost of the drum circle is \$7,009.47 and the FY18 Parks Services budget will pay the difference, which satisfies the grant program's 50/50 match requirement. The Board of Commissioners adopted Municipal Order 2036 approving the grant application on October 24, 2017.

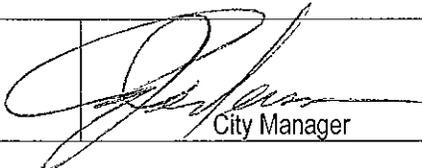
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:
Project Number:


Finance

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

Attachments: None

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES FOR THE PURCHASE OF NEW PLAYGROUND EQUIPMENT – A GAMETIME DRUM CIRCLE FOR THE NOBLE PARK BOUNDLESS PLAYGROUND, AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATING TO SAME

WHEREAS, the City of Paducah applied for a Kentucky League of Cities Liability Grant, adopted by Municipal Order No. 2036 on October 24, 2017, to be used to purchase a GameTime drum circle (playground equipment) for the Noble Park Boundless Playground; and

WHEREAS, Kentucky League of Cities Insurance Services has approved the application and is now ready to award this grant.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount of \$3,000 through Kentucky League of Cities Insurance Services matching grant for the purchase of a new GameTime drum circle (playground equipment) for the Noble Park Boundless Playground. The required 50/50 local match will be charged to the FY18 Parks Services budget.

SECTION 2. That the City hereby authorizes the Mayor's execution of the Grant Agreement with Kentucky League of Cities Insurance Services.

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

Mayor

ATTEST:

Tammara Sanderson, City Clerk

Adopted by the Board of Commissioners December 19, 2017
Recorded by Tammara Sanderson, City Clerk, December 19, 2017
MO\grants\award-KLC liability grant – playground equipment

**Agenda Action Form
Paducah City Commission**

Meeting Date: 19 December 2017

Short Title: Approve Agreement for Oak Grove Cemetery Burial Services

Ordinance Emergency Municipal Order Resolution Motion

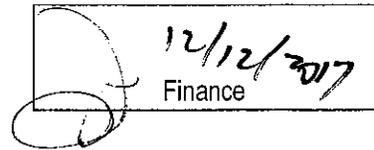
Staff Work By: Mark Thompson

Presentation By: Mark Thompson

Background Information: The Parks and Recreation Department advertised between November 30 and December 7 for requests for proposals to provide burial services at Oak Grove Cemetery. A single proposal was received and opened on December 7 at 3:00PM. Wilbert Vault provided the sole response to this request. Wilber Vault has delivered these services in a quality manner for the last twenty years. By law franchise agreements can last a maximum of twenty years. In this agreement Wilbert Vault will provide services for ten years with a City option for a five year renewal. The City will receive an annual payment to the cemetery maintenance fund of \$500 from Wilbert Vault.

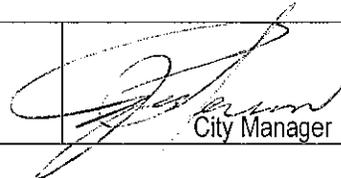
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Private-Other-Wilbert
Account Number:
Project Number: PF0048


12/12/2017
Finance

Staff Recommendation: Authorize and direct the Mayor to sign the agreement.

Attachments: RFP documents and agreement with proposed pricing

 Department Head	City Clerk	 City Manager
--------------------------------------------------------------------------------------------------------	------------	------------------------------------------------------------------------------------------------------

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN WILBERT VAULT COMPANY AND THE CITY OF PADUCAH FOR BURIAL SERVICES AT OAK GROVE CEMETERY

WHEREAS, the City is the present owner of a cemetery generally known as "Oak Grove Cemetery", located in the City of Paducah; and

WHEREAS, the City does not desire to continue to be involved with performing burial services at said cemetery; and

WHEREAS, Wilbert Vault Company desires to provide burial services at said cemetery; and

WHEREAS, the parties have reached an understanding regarding the foregoing and do now desire to render such understanding in writing.

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

SECTION 1. That the City of Paducah accepts the proposal of Wilbert Vault Company of Paducah, Inc., to provide all burial services for individuals who desire to have burial services at Oak Grove Cemetery, said proposal being in substantial compliance with the specifications included in the agreement.

SECTION 2. Wilbert Vault shall pay to the City a yearly fee of five hundred dollars (\$500), said fees will be deposited into project account PF0048.

SECTION 3. The Mayor is hereby authorized to execute an agreement and with Wilbert Vault Company of Paducah, Inc., for providing burial services at Oak Grove Cemetery, as set out in Section 1 above. The initial term of the agreement shall last ten (10) years from the execution date of the Agreement and following the initial term, the City shall have the option to extend the Agreement for an additional (5) year term. Further, the Mayor is hereby authorized to execute the extension should the City exercise its option.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, December 19, 2017
Recorded by Tammara S. Sanderson, City Clerk, December 19, 2017
\\mo\agree-cemetery burial services

AGREEMENT

THIS AGREEMENT made and executed on this 7th day of December, 2017, by and between the CITY OF PADUCAH, KENTUCKY, a city of the second class of the Commonwealth of Kentucky, hereinafter referred to as "City," and Wilbert Vault Company of Paducah, Inc., hereinafter referred to as "Vault."

WITNESSETH:

WHEREAS, the City is the present owner of a cemetery generally known as "Oak Grove Cemetery" located in Paducah, Kentucky; and

WHEREAS, within said cemetery are various burial lots which are either owned by the City or by others; and

WHEREAS, from time to time, various persons request the City to provide burial services at the cemetery; and

WHEREAS, the City does not desire to be involved with performing burial services at Oak Grove Cemetery; and

WHEREAS, Vault desires to provide burial services at said cemetery; and

WHEREAS, the parties have reached an understanding regarding the foregoing, and do now desire to render such understanding in writing.

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

1. Scope of Work. Vault, as an independent contractor, shall have the complete and exclusive responsibility of performing all burial services for individuals who desire to have burial services at the cemetery. In the event any person contacts the City regarding the procurement of burial services, the City shall refer such person or persons to Vault.

Vault shall perform all burial services which are necessary to effectuate and complete a proper burial. Such services shall include but not be limited to excavation work, interment, fill, and restoration work. Vault shall vacate the burial site in an aesthetically pleasant and neat manner. Vault shall perform all work in a workmanlike manner.

Vault may contract necessary personnel to assist Vault in performing its work activities, which personnel shall be considered the direct and actual contract labor of Vault, and in

no event shall be considered the employees of the City. Vault shall at all times control and supervise personnel employed by it.

Vault shall supervise and direct the work using Vault's best skill and attention. Vault shall be solely responsible for all means, methods, techniques, sequences, and procedures for the work.

Vault shall at all time keep the cemetery free from accumulation of waste materials caused by its operations. At the completion of each work day, Vault shall remove all of its waste materials from the cemetery site as well as its tools, equipment and machinery.

Vault shall be fully and completely responsible to the City for the acts and omissions of himself and any personnel contracted by him.

2. Compensation. Vault shall pay to the City Cemetery Maintenance Fund a yearly fee of five hundred dollars (\$500). Vault shall be entitled to charge such compensation for burial services rendered as approved by the City at its discretion. A schedule of the approved charges is attached hereto as Appendix "A." All price changes are subject to a thirty (30) day notification period. Only one price change is permitted per calendar year with a maximum allowable price increase of 2%. Vault is to receive payment for the aforementioned charges directly from the funeral home.

3. Term. The initial term of this agreement shall last ten (10) years from the execution date of this Agreement. Following the initial term, the City shall have the option to extend this Agreement for an additional five (5) year term. However, either party may terminate this agreement for any reason upon 30-days written notice to the other party.

4. Default. If either party should default in the performance of any of its obligations under this Agreement, then the non-defaulting or non-breaching party will have the right to terminate this Agreement immediately upon written notice to the other party, and proceed with its remedies in law or equity.

5. Protection of Existing Vegetation and Structures. Vault shall preserve and protect all vegetation, such as trees, shrubs, and grass on or adjacent to any burial site. If any limbs or branches of trees are broken during performance of this contract, or by careless operation of equipment, or by workmen, Vault shall trim those limbs and branches with a clean cut and paint the cut with a tree pruning compound as directed by the City. Additionally, Vault shall protect from damage all existing improvements and structures located near any burial site.

6. Indemnification--Insurance. Vault shall indemnify and hold harmless the City and the City's agents, employees, lessees, and invitees from and against all claims, damages, losses, and expenses for personal injury, death, or destruction of property, including all court costs and attorney fees, which arise out of or result from any workers' compensation claim or from the

performance of the work, directly or indirectly, of any negligent act or omission of Vault, or anyone directly or indirectly contracted by Vault, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the City.

Vault shall procure and maintain workers' compensation insurance for its personnel and comprehensive general liability insurance affording protection of at least \$1,000,000. City shall be named an additional insured by Vault. Vault covenants to the City that all personnel shall at all times be covered by workers' compensation coverage. The City shall be named in any of the aforementioned insurance policies in such manner as to best protect the interest of the City.

Notwithstanding the foregoing, Vault shall not be required to procure workers' compensation coverage for contracted labor for which Kentucky law does not require workers' compensation coverage.

7. Miscellaneous Provisions.

a. This agreement shall be governed under the laws of the Commonwealth of Kentucky.

a. This agreement and any obligations as set forth herein shall not be assigned by either party unless the prior written consent of the other is first obtained.

a. This agreement represents the entire understanding by and between the parties, and all promises, representations, and statements are contained herein. This agreement shall be binding upon the parties hereto, their heirs, successors, and assigned.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

CITY OF PADUCAH, KENTUCKY

By _____

Title _____

Company Wilbert Vault Company of Paducah, Inc.

By *Dennis R Sanders* Dennis R. Sanders

Title Vice-president

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2017, by _____, _____ (title) of the City of Paducah, Kentucky, on behalf of said city.

My commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2017, by _____ (name), _____ (title) of _____ (company).

My commission expires _____.

Notary Public, State at Large

This instrument prepared by:

DENTON LAW FIRM
P. O. Box 969
Paducah, KY 42002-0929

208866

Wilbert Vault Co. of Paducah, Inc.
PRICE LIST
 FOR
 OAKGROVE CEMETARY
 Effective 1/1/2018

	<u>Current Price</u>	<u>Proposed Price</u>
Regular Grave Opening*	\$ 230.00	<u>300.00</u>
Oversize Grave Opening**	280.00	<u>450.00</u>
Large Oversize Grave Opening***	340.00	<u>600.00</u>
Small Grave Opening****	115.00	<u>150.00</u>
Tent & Equipment *****	130.00	<u>345.00</u>
Saturday & Sunday Extra Charge	50.00	<u>45.00Sat 85.00Sun</u>
Holiday Extra Charge (List Below)	65.00	<u>85.00</u>

New Years' Day, Good Friday, Memorial Day, July 4th, Labor Day & Veterans Day.
 No Services on Thanksgiving Day or Christmas Day.

* Graves from 26" to 37" in width.

** Graves from 38" to 44" in width.

*** Graves from 45" to 48" in width.

**** Graves below 26" in width.

***** Tent & Equipment charge for outer burial containers other than Wilbert Brand Name Burial Vaults.
 They come with tent & equipment included.



Name: Dennis R. Sanders

Company: Wilbert Vault Co. of Paducah, Inc.

Title: VP

Agenda Action Form Paducah City Commission

Meeting Date: December 12, 2017

Short Title: **FINAL Revised 2016-2017 (FY2017) Budget Ordinance**

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Stacey Young, Jonathan Perkins
Presentation By: Jonathan Perkins

Background Information:

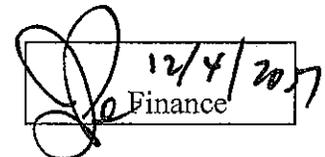
This ordinance represents the *final* revised budget ordinance for the year 2016-2017 (FY2017).

The FY2017 budget must be adjusted to reflect all adjustments made throughout the fiscal year and any adjustments required by the independent financial auditors (year-end audit adjustments). The revised budget represents year-end housekeeping & clean up following the close of the fiscal year.

The City's CAFR (audit report) discloses the City's original adopted budget, revised final budget and actual expenditures for the fiscal year audited all in one place for full disclosure to the reader.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: NA
Account Number: NA


12/4/2017
Finance

Staff Recommendation:

Approve the final revised 2016-2017 (FY2017) Budget Ordinance

Attachments:

FY2017 Budget Ordinance (final)

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

Meeting Date: 12/12/2017

Short Title: Amend Budget Ordinance to Correct Clerical Error

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Tammara Sanderson, City Clerk
Presentation By: Tammara Sanderson, City Clerk

Background Information:

The ordinance adopted on November 28 transferred \$25,000 from the General Fund fund reserves to the Transient Boat Dock Fund. When in actuality the ordinance language should have stated transfer monies from the Transient Boat Dock Fund fund reserves to the Transient Boat Dock Fund.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation:

Amend Ordinance No. 2017-11-8503

Attachments: Ordinance No. 2017-11-8503

Department Head	City Clerk	 City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: December 19, 2017

Short Title: Paducah Human Rights Commission – Ordinance Repeal and Replace

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson
Presentation By: Jeff Pederson

Background Information:

The Paducah Human Rights Commission was created by Municipal Ordinance in 1968 for the purpose of safeguarding individuals through the establishment of certain classes of discrimination in the community from which residents can bring forward and file discrimination complaints for investigation and determination by the Commission. The HRC maintains an office in City Hall with staffing that included part time Secretary as well as an Executive Director position that has alternated over the years between full time, part time, and unfilled. The Board is currently comprised of nine members, and it meets monthly to review and make determinations upon complaints of discrimination. Activities associated with receiving and investigation of complaints have been conducted at both the Board and staff level, and the Board is also empowered to require cessation of violations as well as issue remedial orders. The Paducah HRC has also conducted advocacy programs focused around residents' rights in the several defined areas of discrimination.

Over the past several months, the operation of the Human Rights Commission has come under review for its ability to effectively and correctly manage these responsibilities. Additionally, consideration has been given to whether the present Ordinance covers all forms of discrimination that the community values. This has resulted in the need to repeal the existing Ordinance if favor of a new Ordinance that reflects desired additions to discriminatory categories as well as changes to administrative functions and procedures.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation:

The attached Ordinance repeals the existing Ordinance and replaces it with an Ordinance that contains the following substantive changes:

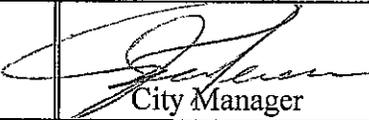
1. The addition of Age and Gender Identity and Sexual Orientation to the list of unlawful discriminatory practices that are safeguarded by the Ordinance.
2. A Human Rights Commission comprised of five members (reduction from nine members).
3. Complaints made to Commission regarding race, color, religion, sex, age, familial status, handicap, or national origin must be filed with the Kentucky Commission on Human Rights where all functions and duties associated with the disposition of the complaint will be conducted.

4. Complaints associated with a grievance or unlawful practice relating to gender identity or sexual orientation will be filed with the Paducah Human Rights Commission, following which notification will be made to the City Manager's Office and the investigation will be conducted by the HRC with assistance from corporation counsel as necessary.
5. The HRC is obligated to conduct programs to educate the public and to promote equality for all through community partnerships.
6. There is no provision for the position of Executive Director.

Recommend to the City Commission to repeal the existing Ordinance and pass the proposed new Ordinance.

Attachments:

Ordinance

Department Head	City Clerk	 City Manager
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