



Amended June 24, 2019

**CITY COMMISSION MEETING
AGENDA FOR JUNE 25, 2019
5:30 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PROCLAMATION Alzheimer's and Dementia Awareness Month - Lucas Bremer

PRESENTATION 101st Airborne Division Sustainment Brigade "Lifeliners" - Stephanie Barton

PRESENTATION Recognize Participants of Lemonade Saturday - Suzanne Clinton & Susan Baier

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

	I.	<u>CONSENT AGENDA</u>
		A. Approve Minutes for June 11 & 17, 2019
		B. Receive & File Documents
		C. Reappointment of Henry Barbour, Paul Grumley, Mary Hammond, Trish Hines, Cindy Jones, Debbie Long, Rita McKeel, Jackie Smith, and Chuck Wahl to Civic Beautification Board. Terms will expire July 1, 2023
		D. Reappointment of Charles Walter to the Paducah-McCracken County Senior Citizens Board. This term will expire June 30, 2022
		E. Personnel Actions
		F. Adopt the FY2019-2020 Pay Grade Schedule - M RUSSELL
		G. Adopt FY2019-2020 Position & Pay Schedule - M RUSSELL
		H. Agreement to Employ Lindsay Parish as City Clerk & Director of Customer Experience - J ARNDT
		I. Authorize Payment in the Amount of \$40,112.20 to Clean Earth, Inc. for 2019 Clean-Up Day - R MURPHY

		J. FM Global Fire Prevention Grant Program Application in the amount of \$7,128.51 - S KYLE
		K. <u>Approve a Repair Agreement with the Kentucky Transportation Cabinet Department of Highways District 1 for the closure of Exit 4</u> - J ARNDT
	II.	<u>RESOLUTION(S)</u>
		A. A Joint Resolution Supporting and Upholding the Partnership between the City of Paducah and the County of McCracken to Support the City's Application to the United States Department of Transportation for a Better Utilizing Investments to Leverage Development (BUILD) Grant - T TRACY
	III.	<u>ORDINANCE(S) - ADOPTION</u>
		A. Budget Amendment to move General Fund Reserve funds in the amount of \$750,000 to the Ohio River Shoreline Reconstruction Project - R MURPHY
		B. City of Paducah, Kentucky's Fiscal Year 2019-2020 Budget Adoption - J PERKINS
		C. Amend Code of Ordinances Section 2-660 related to the Small Purchase Plan - J ARNDT
		D. Approve a Sublease between the Seamen's Church Institute and the Waterways Journal - J ARNDT
		E. Approve an Amended and Restated Sublease between Seamen's Church Institute and American Bureau of Shipping - J ARNDT
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>
		A. Amend Code of Ordinances Section 2-211 regarding City Departments- J ARNDT
	V.	<u>DISCUSSION</u>
		A. Mayor-Commission Protocol Operating Guidelines Discussion
	VI.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	VII.	<u>EXECUTIVE SESSION</u>

June 11, 2019

At a Regular Meeting of the Board of Commissioners, held on Tuesday, June 11, 2019, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

INVOCATION

Commissioner McElroy gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

INTRODUCTION OF NEW EMPLOYEES

Parks Director Mark Thompson introduced LaMiira Askew. Ms. Askew is the new Administrative Assistant II for the Parks & Recreation Department.

Assistant City Manager Michelle Smolen introduced Harrison Fry. Mr. Fry is the new Intern for the City Manager's Office.

PROCLAMATION

Lemonade Saturday

Mayor Harless presented a proclamation for Lemonade Saturday to Susan Baier in recognition of the educational event to teach kids how to start, own, and operate a business.

PRESENTATIONS

Mayor's Intern Program and Paducah Pathfinders Recognition

Mayor Harless introduced the 2018-2019 Mayor's Interns Maddie Kerr, Addie Rogers, Lanie Miller, Rebekka Walker & Katie Franklin. The Interns were presented with certificates for their work over the past year. The Mayor also recognized the Paducah Pathfinders.

Out Paducah

Nancy Hughes presented information about Out Paducah which is a new organization that provides support for the LGBT community.

American Municipal Power Scholarship Presentation

Harry Phillips with American Municipal Power, Inc. (AMP) presented a \$2500 scholarship check to Paducah Tilghman graduate Kate Rogers.

Joint Sewer Agency CPI-U Rate Adjustment Public Testimony

Paducah-McCracken County Joint Sewer Agency (JSA) Executive Director John Hodges gave a presentation about JSA's annual rate adjustment based on the Consumer Price Index for Utilities. The rate adjustment is less than two percent. He also discussed the 15 million gallon wastewater facility under construction on North 8th Street.

CONSENT AGENDA

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

I(A)	Minutes for the May 21 & 28, 2019 City Commission Meetings
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June 11, 2019

I(B)	<p>Receive & File Documents</p> <p><u>Minute File:</u></p> <ol style="list-style-type: none">1. Notice of Called Meeting of the Board of Commissioners of the City of Paducah -May 21, 20192. Certificate of Liability Insurance – Burnett Homes, LLC3. Certificate of Liability Insurance – Herring Construction Inc. <p><u>Contract File:</u></p> <ol style="list-style-type: none">1. Contract For Services – Arthur Rozzi Pyrotechnics for July 4, 2019 fireworks (CM signed) <p><u>Financials File:</u></p> <ol style="list-style-type: none">1. Paducah Water Works – For month ended April 30, 2019
I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 2901 VIRGINIA STREET TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF JONATHAN SETH AND TABITHA HOPE MANEA IN THE AMOUNT OF \$350.00 FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME (MO # 2244 BK 11)
I(E)	A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 625 NORTH 6TH STREET TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF RIFFLE C. & KAREN F. TURNER IN THE AMOUNT OF \$500.00 FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME (MO # 2245 BK 11)
I(F)	A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1737 MARTIN LUTHER KING DRIVE TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF WILEY WILSON IN THE AMOUNT OF \$400.00 FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME (MO # 2246 BK 11)
I(G)	A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 440 KINKEAD STREET TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF ROBERT SEMBER IN THE AMOUNT OF \$350.00 FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME (MO # 2247 BK 11)
I(H)	A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 2106 YEISER STREET TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF JAMES M. MORGAN IN THE AMOUNT OF \$1,500.00 FOR PURCHASE OF SAID REAL PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME (MO # 2248 BK 11)

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I(I)	A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A 2019 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$200,000 THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS RECOVERY CENTER FOR PERSONNEL EXPENSES (MO # 2249 BK 11)
I(J)	A MUNICIPAL ORDER AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH GARDNER ENGINEERING & CONSULTING, PLLC, BY INCREASING THE AGREEMENT AMOUNT BY \$8,942.62, RESULTING IN A TOTAL AGREEMENT AMOUNT OF \$40,942.62 FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DEMOLITION BID PACKAGE FOR THE KRESGE BUILDING LOCATED AT 318 BROADWAY, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO # 2250 BK 11)
I(K)	A MUNICIPAL ORDER ACCEPTING MATCHING GRANT FUNDS THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR A 2019-2020 HOUSEHOLD HAZARDOUS WASTE GRANT FOR FUNDING FOR THE ANNUAL CITY/COUNTY CLEAN-UP DAY AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND AN INTERLOCAL AGREEMENT WITH MCCRACKEN COUNTY FOR SAID GRANT (MO # 2251 BK 11)

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

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

ORDINANCE(S) – ADOPTION

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING ORDINANCE NO. 2018-06-8537, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2018, THROUGH JUNE 30, 2019, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT’.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2018, and ending June 30, 2019, Ordinance No. 2018-06-8537, be amended by the following re-appropriation: Transfer \$80,000 from the FY2019 General Fund to the Bob Leeper Bridge Project.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).
(ORD # 2019-6-8576 BK 35)

ORDINANCE – INTRODUCTION

BUDGET AMENDMENT FOR OHIO RIVER SHORELINE RECONSTRUCTION PROJECT

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING ORDINANCE NO. 2018-06-8537, ENTITLED, ‘AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2018, THROUGH JUNE 30, 2019, BY ESTIMATING REVENUES AND RESOURCES AND

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APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT’.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2018, and ending June 30, 2019, Ordinance No. 2018-06-8537, be amended by the following re-appropriation: Transfer \$750,000 from the FY2019 General Fund Reserve to the Floodwall Cash Match (FW0016) Project Account

ADOPT FY2019-2020 BUDGET

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2019, THROUGH JUNE 30, 2020, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: Adopting the City of Paducah annual budget for Fiscal Year July 1, 2019, through June 30, 2020, by estimating revenues and resources and appropriating funds for the operation of City Government at \$71,327,330, and summarized by fund as follows:

	<u>FUNDS</u>	<u>APPROPRIATIONS</u>
1000	GENERAL	\$ 35,973,950
2300	MAP	1,517,000
2400	INVESTMENT	6,039,470
2600	CDBG	200,000
2000	E911	2,228,830
2700	COURT AWARDS	68,250
3000	DEBT	3,723,960
4000	CIP	3,755,000
4200	BOND FUND	2,136,065
5000	SOLID WASTE	6,396,215
5200	SECTION 8	92,810
5300	TRANSIENT BOAT DOCK	96,725
5100	CIVIC CENTER	107,860
1100	RENTAL	132,210
1200	RADIO DEPR	43,905
7000	FLEET	594,150
7100	FLEET TRUST	1,819,000
7200	INSURANCE	1,440,900
7300	HEALTH INS	3,839,000
8000	AEPF	13,625
8100	PFPF	1,048,105
8400	OTHER TRUST	<u>60,300</u>
		<u>\$ 71,327,330</u>

AMEND CODE SECTION 2-660 SMALL PURCHASE PLAN

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING SECTION 2-660

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SMALL PURCHASE PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This Ordinance amends Section 2-660 “Small Purchase Plan” to raise the cap on small purchase procedures from \$20,000 to \$30,000 to match the recently amended Kentucky Revised Statute (KRS 45A.385).

APPROVE SUBLEASE BETWEEN SEAMEN’S CHURCH INSTITUTE AND THE WATERWAYS JOURNAL

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE SUBLEASE OF CITY OF PADUCAH PROPERTY BETWEEN SEAMEN’S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY, INC. AND THE WATERWAYS JOURNAL.” This Ordinance is summarized as follows: The City of Paducah owns property located at the northwest intersection of Kentucky Avenue and South Water Street which it leases to Seamen’s Church Institute of New York and New Jersey, Inc. (“SCI”). This ordinance authorizes a sublease agreement with Seamen’s Church Institute and Waterways Journal for a portion of the aforementioned property.

APPROVE AMENDED AND RESTATED SUBLEASE BETWEEN SEAMEN’S CHURCH INSTITUTE AND THE AMERICAN BUREAU OF SHIPPING

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE AMENDED AND RESTATED SUBLEASE OF CITY OF PADUCAH PROPERTY BETWEEN SEAMEN’S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY, INC. AND AMERICAN BUREAU OF SHIPPING, A NEW YORK NOT-FOR-PROFIT CORPORATION.” This Ordinance is summarized as follows: The City of Paducah owns property located at the northwest intersection of Kentucky Avenue and South Water Street which it leases to Seamen’s Church Institute of New York and New Jersey, Inc. (“SCI”). On May 5, 2015, the Board of Commissioners approved a Sublease between SCI and the American Bureau of Shipping (“ABS”) for office space in a portion of the real property leased by SCI. This ordinance authorizes an amended and restated sublease between SCI and ABS.

COMMENTS

PUBLIC COMMENTS

Victoria Terra spoke about her gratitude for the Human Relations Ordinance and the community.

EXECUTIVE SESSION

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board go into closed session for discussion of matters pertaining to the following topics: issues which might lead to the appointment, dismissal, or disciplining of an employee, as permitted by KRS 61.810(1)(f)

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

RECONVENE IN OPEN SESSION

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

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

June 11, 2019

ADJOURN

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

Meeting ended at approximately 8:25 p.m.

ADOPTED: June 25, 2019

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

June 17, 2019

At a Joint Called Meeting of the Paducah Board of Commissioners and McCracken County Fiscal Court, held on Monday, June 17, 2019, at 7:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless and Judge Clymer presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson (4). Mayor Harless arrived at 7:05 p.m. Upon call of the roll, by the County Clerk, the following McCracken County Fiscal Court members answered to their names: Commissioners Bartleman, Jones, Parker and Judge Executive Clymer (4).

INVOCATION

Commissioner Watkins gave the invocation.

PLEDGE OF ALLEGIANCE

Commissioner Abraham led the pledge.

PARKS AND RECREATION DISCUSSION

The following is an excerpt from meeting highlights by Public Information Officer Pam Spencer:

Discussion About the Future of Parks and Recreation

The Paducah Board of Commissioners and the McCracken County Fiscal Court held a joint meeting to continue the discussion about the future of parks and recreation in Paducah and McCracken County. Both elected bodies met April 16 to discuss the preliminary results of the Parks & Recreation Master Plan that is underway. At this meeting, the elected officials heard additional information including some of the results from the statistically valid mailed survey. Regarding that survey, a total of 749 people completed it with 200 of those respondents living in McCracken County outside of the city limits.

A section of the mailed survey asked folks if there is the need for a recreation center with 71 percent of the respondents saying yes. The features that would be used at a new recreation center are as follows in order of preference: walking track, cardio room, warm water therapeutic pool, and family activity pool. When asked if there is a need for a sports complex, 54 percent said yes with the top features (in order) to be baseball, softball, and soccer fields.

Mayor Brandi Harless said that the City has set aside \$750,000 in the Fiscal Year 2019-2020 budget for the design of new recreational facilities.

Visit <http://paducahky.gov/parks-master-plan> for more information about the Parks & Recreation Master Plan including links to online engagement opportunities.

MOTION

SUSPEND RULES OF ORDER

In order to allow for public comment relating to Parks & Recreation, Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the rules for conducting City Commission Meetings be suspended insofar as they are in conflict with the printed agenda for this meeting; otherwise, the rules are to remain in full force and effect.

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

June 17, 2019

PUBLIC COMMENT(S)

Shiriz Patel made comments in support of a sports plex and aquatic center.

Matt Wurth made comments in support of new soccer fields.

TRANSIENT ROOM TAX DISCUSSION

The following is an excerpt from meeting highlights by Public Information Officer Pam Spencer:

Transient Room Tax Discussion

Linked to the discussion about the future of parks and recreation is the discussion of how to fund new facilities. Both elected bodies discussed an option of dissolving the existing Convention & Visitors Bureau, which is a joint entity, and creating two separate tourism commissions, one run by the City and the other by the County. The goal is to increase revenue for local tourism which would be used in part to pay the debt on a proposed sports complex. The sports complex could include a softball quad plex, baseball quad plex, and tournament-worthy soccer fields. With this option, each tourism commission would be able to levy a transient room tax, a tax that is paid by guests staying at hotels and motels.

Currently, there is a 6 percent transient room tax collected by McCracken County. Out of the 6 percent tax, 3 percent supports the Paducah Convention & Visitors Bureau, 2 percent supports debt service for the Carson Center and the Expo Center, and 1 percent supports the Convention Center operations. With the creation of two tourism commissions, there would be the opportunity to levy a possible 10 percent transient room tax since there would be an additional 3 percent for the newly created tourism commission and an additional 1 percent for Convention Center operations. The estimate is that the additional 3 percent for tourism would generate \$1.2 million which would fund a full-time employee for the new tourism commission, marketing, and the debt for a sports complex.

City Commissioner Gerald Watkins asked to see information about how this proposed transient room tax compares to transient room tax rates levied across Kentucky and surrounding cities.

The Paducah Board of Commissioners and the McCracken Fiscal Court voiced their support in moving forward by digging deeper into the structure and details that would need to be addressed in the proposed development of two tourism commissions.

MOTION

SUSPEND RULES OF ORDER

In order to allow for public comment relating to the Transient Room Tax, Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the rules for conducting City Commission Meetings be suspended insofar as they are in conflict with the printed agenda for this meeting; otherwise, the rules are to remain in full force and effect.

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

June 17, 2019

PUBLIC COMMENT(S)

Jay Patel made comments opposing additional transient room taxes.

911 DISCUSSION

The following is an excerpt from meeting highlights by Public Information Officer Pam Spencer:

Update about E-911

Since this meeting already had lasted two hours, the discussion about the financial challenges of funding E-911 was cut short. Mayor Harless said a meeting will be held in the next few days between the McCracken County Sheriff, Paducah Police Chief and other officials to resume the discussion.

ADJOURN

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

Judge Clymer offered motion, seconded by Commissioner Parker, to adjourn the meeting of the Fiscal Court. All in favor.

Meeting ended at approximately 9:03 p.m.

ADOPTED: June 25, 2019

City Clerk

Mayor

June 25, 2019

Minute File:

1. Notice of Called Joint Meeting of the Board of Commissioners of the City of Paducah and McCracken County Fiscal Court - June 17, 2019
2. Certificate of Liability Insurance – Wilkins Construction Co., Inc.
3. Right-of-Way Bond – Beltline Electric Co., Inc.

Contract File:

1. Amendment #1 to Agreement for Engineering Services – HDR Engineering., Inc. – Greenway Trail Phase IV - ORD 2016-11-8443
2. Household Hazardous Waste Management Grant Agreement – 2019-2020 Kentucky Pride Fund – MO #2251
3. Owner-Contractor Agreement – Youngblood Excavating & Contracting LLC – Phase 4 Greenway Trail Improvements – Shultz Park-Paducah Riverfront

Financials File:

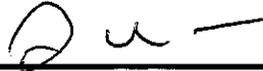
1. Paducah Water Works – For month ended April 30, 2019

Bids

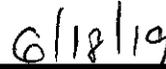
1. Bids for Surplus Property Sales – 2901 Virginia Street (MO #2244)
 - a. Jonathan Seth And Tabitha Hope Manea (Winning Bid)
 - b. Gary N. Carson
 - c. Terry Jones
 - d. Don Bryant
2. Bids for Surplus Property Sales – 625 North 6th Street (MO #2245)
 - a. Riffle C. and Karen F. Turner (Winning Bid)
 - b. Michael Terra
 - c. Greg and Brenda Freeman
 - d. William Robinson-Spivey and Kyle Robinson-Spivey
3. Bids for Surplus Property Sales – 1737 Martin Luther King Drive. (MO #2246)
 - a. Wiley Wilson (Winning Bid)
4. Bids for Surplus Property Sales – 440 Kinkead Street (MO #2247)
 - a. Robert Sember (Winning Bid)
5. Bids for Surplus Property Sales – 2106 Yeiser Street (MO #2248)
 - a. James M. Morgan (Winning Bid)

CITY OF PADUCAH
June 25, 2019

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



Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
June 25, 2019**

NEW HIRES - PART-TIME (PT)/TEMPORARY/SEASONAL

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Inman, Bobbie J.	Laborer	\$10.00/Hr.	NCS	Non-Ex	June 20, 2019
Fagan, Kylie	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	June 20, 2019
Price, Joseph	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	June 20, 2019
Ligon, Ray	Laborer	\$10.00/Hr.	NCS	Non-Ex	June 27, 2019
Wiggins, Montel	Laborer	\$10.00/Hr.	NCS	Non-Ex	June 27, 2019

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

<u>PARKS SERVICES</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Hollar, Noah C.	Pool Manager \$10.00/Hr.	Pool Manager \$11.00/Hr.	NCS	Non-Ex	June 13, 2019
Newberry, Peyton K.	Recreation Leader \$11.00/Hr.	Pool Manager \$11.00/Hr.	NCS	Non-Ex	June 13, 2019
<u>CUSTOMER EXPERIENCE DEPARTMENT</u>					
Parish, Lindsay R	City Clerk \$28.77/Hr.	City Clerk/Customer Exp. Director \$36.06/Hr.	NCS	Exempt	July 1, 2019
Howell, Nelvin C	Arts & Cultural Coordinator \$19.23/Hr.	Customer Experience Representative \$19.61/Hr.	NCS	Non-Ex	July 1, 2019
Jackson, Donna J.	Administrative Assistant III \$19.06/Hr.	Customer Experience Representative \$19.44/Hr.	NCS	Non-Ex	July 1, 2019
McGee, Debra E.	Permit Technician \$14.71/Hr.	Customer Experience Representative \$17.72/Hr.	NCS	Non-Ex	July 1, 2019
<u>PLANNING</u>					
Axt, Katie S	Downtown Development Specialist \$28.45/Hr.	Principal Planner \$30.46/Hr.	NCS	Exempt	July 1, 2019
Sommer, Joshua P.	Planner I \$25.34/Hr.	Associate Planner \$25.85/Hr.	NCS	Exempt	July 1, 2019

TERMINATIONS - FULL-TIME (FT)

<u>FIRE - SUPPRESSION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Jones, Britt A	Fire Lieutenant	FMLA Leave Expired	June 4, 2019
<u>POLICE - OPERATIONS</u>			
McManus, Edward V	911 Communications Serv. Mgr.	Resignation	June 19, 2019

Agenda Action Form

Paducah City Commission

Meeting Date: June 25, 2019

Short Title: Adopt the FY2019-2020 Pay Grade Schedule - **M RUSSELL**

Category: Municipal Order

Staff Work By: Martin Russell

Presentation By: Martin Russell

Background Information:

April 23, 2019 the Commission adopted a new Pay Grade Schedule; this action will create a Assistant Recreation Specialist in category (C), Terminal Agency Coordinator in category (F), Neighborhood Project Planner in category (H), Associate Planner in category (L), Senior Planner in category (M), Principal Planner in category (P), and City Clerk/Customer Experience Director in category (U) on the Pay Grade Schedule. In addition this action will abolish the Arts & Culture Coordinator in category (H), Planner I in category (L), Planner II in category (M), Planning Project Manager in category (P), Community Development Planner in category (M), Section 8 Program Administrator in category (P), and Housing Specialist in category N.

City Clerk / Customer Experience Department

- Creation of City Clerk / Customer Experience Director position

Planning Department

- Creation of Principal Planner, Senior Planner, Associate Planner, Neighborhood Planner positions
- Abolishment of Arts & Culture Coordinator, Planner I, Planner II, Planning Project Manager, Community Development Planner, Section 8 Program Administrator, and Housing Specialist positions

Police Department

- Creation of Terminal Agency Coordinator position

Parks Department

- Creation of Assistant Recreation Specialist position

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Adopt the FY19-20 Pay Grade Schedule

Attachments:

1. Municipal Order
2. pay grade schedule-FY2019-2020 6-25-19

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING THE FY2019-2020 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City wishes to add the positions of Assistant Recreation Specialist, Terminal Agency Coordinator, Neighborhood Project Planner, Associate Planner, Senior Planner, Principal Planner, City Clerk/Customer Experience Director to the pay grade schedule; and

WHEREAS, the City wishes to abolish the positions of Arts & Culture Coordinator, Planner I, Planner II, Planning Project Manager, Community Development Planner, Section 8 Program Administrator and Housing Specialist; and

WHEREAS, the City wants to adjust the salary ranges in the pay grade schedule with a 2% increase; and

WHEREAS, in order to implement the changes it is necessary to adopt the FY2019-2020 Pay Grade Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby adopts the FY2019-2020 Pay Grade Schedule for the employees of the City of Paducah, Kentucky as attached hereto.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 25, 2019

Recorded by Lindsay Parish, City Clerk, June 25, 2019

\mo\pay grade schedule-FY2019-2020 6-25-19

pay grade schedule is saved in excel as pay grade schedule-FY2019-2020 6-25-19

FY 2019 - 2020
Pay Grade Schedule

June 25, 2019

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qrt	4th Premium
Firefighter (Appointee)	A	\$25,413	\$28,249	\$31,091	\$33,976	\$36,865
Account Clerk	B	\$26,525	\$29,627	\$32,638	\$35,626	\$38,610
Admin Asst I	B	\$26,525	\$29,627	\$32,638	\$35,626	\$38,610
Accounts Payable Clerk	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Admin Asst II	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Admin Assistant 911	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Assistant Recreation Specialist	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Code Enforcement Assistant	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Data Entry Clerk 911	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Evidence Technician I	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Laborer	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Permit Specialist	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Records Clerk I	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Revenue Technician	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
ROW Maintenance Person	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Solid Waste Truck Driver	C	\$28,032	\$31,151	\$34,270	\$37,478	\$40,684
Administrative Asst III	D	\$29,339	\$32,661	\$35,985	\$39,261	\$42,537
Records Clerk II	D	\$29,339	\$32,661	\$35,985	\$39,261	\$42,537
Revenue Technician II	D	\$29,339	\$32,661	\$35,985	\$39,261	\$42,537
Concrete Finisher	E	\$30,866	\$34,326	\$37,783	\$41,251	\$44,718
Customer Experience Representative	E	\$30,866	\$34,326	\$37,783	\$41,251	\$44,718
Equipment Operator	E	\$30,866	\$34,326	\$37,783	\$41,251	\$44,718
Firefighter	E	\$30,866	\$34,326	\$37,783	\$41,251	\$44,718
Maintenance Technician	E	\$30,866	\$34,326	\$37,783	\$41,251	\$44,718
Permit Technician	E	\$30,866	\$34,326	\$37,783	\$41,251	\$44,718
Recreation Specialist	E	\$30,866	\$34,326	\$37,783	\$41,251	\$44,718
Records Clerk III	E	\$30,866	\$34,326	\$37,783	\$41,251	\$44,718
Traffic Tech	E	\$30,866	\$34,326	\$37,783	\$41,251	\$44,718
Asst. City Clerk	F	\$32,393	\$36,034	\$39,673	\$43,340	\$47,009
Cemetery Sexton	F	\$32,393	\$36,034	\$39,673	\$43,340	\$47,009
Compost Equipment Operator	F	\$32,393	\$36,034	\$39,673	\$43,340	\$47,009
Evidence Tech II	F	\$32,393	\$36,034	\$39,673	\$43,340	\$47,009
Executive Asst I	F	\$32,393	\$36,034	\$39,673	\$43,340	\$47,009
Firefighter Relief Driver	F	\$32,393	\$36,034	\$39,673	\$43,340	\$47,009
Floodwall Operator	F	\$32,393	\$36,034	\$39,673	\$43,340	\$47,009
Telecommunicator	F	\$32,393	\$36,034	\$39,673	\$43,340	\$47,009
Terminal Agency Coordinator	F	\$32,393	\$36,034	\$39,673	\$43,340	\$47,009
Code Enforcement Officer I	G	\$34,029	\$37,842	\$41,657	\$45,477	\$49,299
Fleet Mechanic I	G	\$34,029	\$37,842	\$41,657	\$45,477	\$49,299
HR Generalist	G	\$34,029	\$37,842	\$41,657	\$45,477	\$49,299

FY 2019 - 2020
Pay Grade Schedule

June 25, 2019

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
911 Shift Supervisor	H	\$35,665	\$39,701	\$43,548	\$47,720	\$51,700
Arts & Culture Coordinator	H	\$35,665	\$39,701	\$43,548	\$47,720	\$51,700
Fire Lieutenants	H	\$35,665	\$39,701	\$43,548	\$47,720	\$51,700
Help Desk Technician	H	\$35,665	\$39,701	\$43,548	\$47,720	\$51,700
Housing Specialist	H	\$35,665	\$39,701	\$43,548	\$47,720	\$51,700
Events & Promotions Specialist	H	\$35,665	\$39,701	\$43,548	\$47,720	\$51,700
Marketing Specialist	H	\$35,665	\$39,701	\$43,548	\$47,720	\$51,700
Neighborhood Project Planner	H	\$35,665	\$39,701	\$43,548	\$47,720	\$51,700
Fire Captains	I	\$37,520	\$41,723	\$45,926	\$50,176	\$54,425
Fleet Mechanic II	I	\$37,520	\$41,723	\$45,926	\$50,176	\$54,425
Executive Asst II	I	\$37,520	\$41,723	\$45,926	\$50,176	\$54,425
Executive Asst II/Assistant City Clerk	I	\$37,520	\$41,723	\$45,926	\$50,176	\$54,425
Journeyman Electrician	I	\$37,520	\$41,723	\$45,926	\$50,176	\$54,425
Office Manager	I	\$37,520	\$41,723	\$45,926	\$50,176	\$54,425
Accountant	J	\$39,374	\$43,799	\$48,223	\$52,631	\$57,044
Deputy Building Inspector I	J	\$39,374	\$43,799	\$48,223	\$52,631	\$57,044
Deputy Electrical Inspector I	J	\$39,374	\$43,799	\$48,223	\$52,631	\$57,044
Code Enforcement II	J	\$39,374	\$43,799	\$48,223	\$52,631	\$57,044
Deputy Fire Marshal I	J	\$39,374	\$43,799	\$48,223	\$52,631	\$57,044
Engineering Technician	J	\$39,374	\$43,799	\$48,223	\$52,631	\$57,044
IT Specialist I	J	\$39,374	\$43,799	\$48,223	\$52,631	\$57,044
Police Officer	J	\$39,374	\$43,799	\$48,223	\$52,631	\$57,044
Revenue Auditor	J	\$39,374	\$43,799	\$48,223	\$52,631	\$57,044
Records Division Manager	K	\$41,338	\$45,986	\$50,634	\$55,311	\$59,982
Crime Analyst	K	\$41,338	\$45,986	\$50,634	\$55,311	\$59,982
Assistant 911 Communication Manager	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Associate Planner	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Code Enforcement Supervisor	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Deputy Building Inspector II	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Deputy Electrical Inspector II + Plan	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Engineer Asst II	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Engineer Project Manager	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Fire Marshall II	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Grants Administrator	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Parks Maintenance Supervisor	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Planner I	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
EPW Supervisor -(Compost Operations, Fleet, Maintenance, Street, Solid Waste)	L	\$42,220	\$47,687	\$53,163	\$58,649	\$64,133
Business Development Specialist	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295

FY 2019 - 2020
Pay Grade Schedule

June 25, 2019

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
Chief Electrical Inspector	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295
Community Development Planner	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295
Deputy Building Inspector III/Plan Review	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295
Downtown Development Specialist	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295
Engineer Asst III	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295
Fire Marshall III	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295
Planner II	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295
Senior Planner	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295
Special Events Coordinator	M	\$44,282	\$50,053	\$55,824	\$61,559	\$67,295
Chief Building Inspector	N	\$46,109	\$52,594	\$58,613	\$64,700	\$70,785
Battalion Chief	N	\$46,109	\$52,594	\$58,613	\$64,700	\$70,785
Fire Marshall	N	\$46,109	\$52,594	\$58,613	\$64,700	\$70,785
Housing Coordinator	N	\$46,109	\$52,594	\$58,613	\$64,700	\$70,785
Parks Maintenance Superintendent	N	\$46,109	\$52,594	\$58,613	\$64,700	\$70,785
Recreation Superintendent	N	\$46,109	\$52,594	\$58,613	\$64,700	\$70,785
EPW Street Superintendent	N	\$46,109	\$52,594	\$58,613	\$64,700	\$70,785
EPW Floodwall Superintendent	N	\$46,109	\$52,594	\$58,613	\$64,700	\$70,785
EPW Fleet/Maintenance Superintendent	O	\$48,862	\$55,203	\$61,546	\$67,911	\$74,275
GIS Analyst	O	\$48,862	\$55,203	\$61,546	\$67,911	\$74,275
EPW Operations Manager	O	\$48,862	\$55,203	\$61,546	\$67,911	\$74,275
Risk Manager	O	\$48,862	\$55,203	\$61,546	\$67,911	\$74,275
Assistant to the City Manager	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
Business Systems Analyst	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
City Clerk	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
Crime Analyst II	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
GIS/Planner	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
Network Administrator	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
Planning Project Manager	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
Public Information Officer	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
Section 8 Housing Admin	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
Police Sergeant	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
Principal Planner	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
GIS Specialist	P	\$51,261	\$57,943	\$64,621	\$71,248	\$77,874
Police Captain	Q	\$53,880	\$60,560	\$67,853	\$74,882	\$81,911
Fire Assistant Chief	Q	\$53,880	\$60,560	\$67,853	\$74,882	\$81,911
Storm & Drain Engineer	R	\$56,344	\$63,871	\$71,246	\$78,541	\$85,837
Deputy Fire Chief - Operations	S	\$59,331	\$67,070	\$74,809	\$82,504	\$90,200
Director of Inspection	S	\$59,331	\$67,070	\$74,809	\$82,504	\$90,200
Police Assistant Chief	S	\$59,331	\$67,070	\$74,809	\$82,504	\$90,200
Revenue Manager	S	\$59,331	\$67,070	\$74,809	\$82,504	\$90,200

FY 2019 - 2020
Pay Grade Schedule

June 25, 2019

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qrt	4th Premium
Assistant Public Works Director	T	\$62,388	\$70,468	\$78,548	\$86,665	\$94,780
Assistant City Engineer	T	\$62,388	\$70,468	\$78,548	\$86,665	\$94,780
911 Communication Services Manager	T	\$62,388	\$70,468	\$78,548	\$86,665	\$94,780
Controller	T	\$62,388	\$70,468	\$78,548	\$86,665	\$94,780
Deputy Fire Chief - Fire Prevention	T	\$62,388	\$70,468	\$78,548	\$86,665	\$94,780
Exec Director PRA	T	\$62,388	\$70,468	\$78,548	\$86,665	\$94,780
City Clerk / Customer Experience Director	U	\$65,440	\$73,958	\$82,476	\$94,848	\$104,333
Director of IT	U	\$65,440	\$73,958	\$82,476	\$94,848	\$104,333
Director of Parks	V	\$68,713	\$77,656	\$86,600	\$99,590	\$109,516
Director of Planning	V	\$68,713	\$77,656	\$86,600	\$99,590	\$109,516
Human Resource Director	V	\$68,713	\$77,656	\$86,600	\$99,590	\$109,516
No Position	W	\$72,203	\$81,566	\$90,930	\$104,569	\$115,027
Fire Chief	X	\$75,802	\$85,639	\$95,476	\$109,797	\$120,778
No Position	Y	\$79,511	\$89,881	\$100,250	\$115,289	\$126,817
Assistant City Manager	Z	\$83,546	\$94,406	\$105,264	\$121,053	\$133,158
Director of Finance	Z	\$83,546	\$94,406	\$105,264	\$121,053	\$133,158
City Engineer & Public Works Director	Z	\$83,546	\$94,406	\$105,264	\$121,053	\$133,158
Police Chief	Z	\$83,546	\$94,406	\$105,264	\$121,053	\$133,158
City Manager	AA	\$112,559	\$127,174	\$141,789	\$163,057	\$179,364

Title	Pay Grade	New Hire Range		Market Range		Premium Range
		Beginning -1st	2nd Qtr	Mid-Point	3rd Qtr	4th Premium
Firefighter (Appointee)	A	\$12.22	\$13.58	\$14.95	\$16.33	\$17.72
Account Clerk	B	\$12.75	\$14.24	\$15.69	\$17.13	\$18.56
Admin Asst I	B	\$12.75	\$14.24	\$15.69	\$17.13	\$18.56
Accounts Payable Clerk	C	\$13.48	\$14.98	\$16.48	\$18.02	\$19.56
Admin Asst II	C	\$13.48	\$14.98	\$16.48	\$18.02	\$19.56
Admin Assistant 911	C	\$13.48	\$14.98	\$16.48	\$18.02	\$19.56
Code Enforcement Assistant	C	\$13.48	\$14.98	\$16.48	\$18.02	\$19.56
Data Entry Clerk 911	C	\$13.48	\$14.98	\$16.48	\$18.02	\$19.56
Evidence Technician I	C	\$13.48	\$14.98	\$16.48	\$18.02	\$19.56
Laborer	C	\$13.48	\$14.98	\$16.48	\$18.02	\$19.56
Permit Specialist	C	\$13.48	\$14.98	\$16.48	\$18.02	\$19.56
Records Clerk I	C	\$13.48	\$14.98	\$16.48	\$18.02	\$19.56
Revenue Technician	C	\$13.48	\$14.98	\$16.48	\$18.02	\$19.56
ROW Maintenance Person	C	\$13.48	\$14.98	\$16.48	\$18.02	\$19.56
Solid Waste Truck Driver	C	\$13.48	\$14.98	\$16.48	\$18.02	\$19.56
Administrative Asst III	D	\$14.11	\$15.70	\$17.30	\$18.88	\$20.45
Records Clerk II	D	\$14.11	\$15.70	\$17.30	\$18.88	\$20.45
Concrete Finisher	E	\$14.84	\$16.50	\$18.16	\$19.83	\$21.50
Equipment Operator	E	\$14.84	\$16.50	\$18.16	\$19.83	\$21.50
Firefighter	E	\$14.84	\$16.50	\$18.16	\$19.83	\$21.50
Maintenance Technician	E	\$14.84	\$16.50	\$18.16	\$19.83	\$21.50
Permit Technician	E	\$14.84	\$16.50	\$18.16	\$19.83	\$21.50
Recreation Specialist	E	\$14.84	\$16.50	\$18.16	\$19.83	\$21.50
Records Clerk III	E	\$14.84	\$16.50	\$18.16	\$19.83	\$21.50
Traffic Tech	E	\$14.84	\$16.50	\$18.16	\$19.83	\$21.50
Asst. City Clerk	F	\$15.57	\$17.32	\$19.07	\$20.84	\$22.60
Cemetery Sexton	F	\$15.57	\$17.32	\$19.07	\$20.84	\$22.60
Compost Equipment Operator	F	\$15.57	\$17.32	\$19.07	\$20.84	\$22.60
Evidence Tech II	F	\$15.57	\$17.32	\$19.07	\$20.84	\$22.60
Executive Asst I	F	\$15.57	\$17.32	\$19.07	\$20.84	\$22.60
Firefighter Relief Driver	F	\$15.57	\$17.32	\$19.07	\$20.84	\$22.60
Floodwall Operator	F	\$15.57	\$17.32	\$19.07	\$20.84	\$22.60
Telecommunicator	F	\$15.57	\$17.32	\$19.07	\$20.84	\$22.60
Code Enforcement Officer I	G	\$16.36	\$18.19	\$20.03	\$21.86	\$23.70
Fleet Mechanic I	G	\$16.36	\$18.19	\$20.03	\$21.86	\$23.70
HR Generalist	G	\$16.36	\$18.19	\$20.03	\$21.86	\$23.70
911 Shift Supervisor	H	\$17.15	\$19.09	\$20.94	\$22.94	\$24.86
Fire Lieutenants	H	\$17.15	\$19.09	\$20.94	\$22.94	\$24.86
Help Desk Technician	H	\$17.15	\$19.09	\$20.94	\$22.94	\$24.86
Housing Specialist	H	\$17.15	\$19.09	\$20.94	\$22.94	\$24.86
Events & Promotions Specialist	H	\$17.15	\$19.09	\$20.94	\$22.94	\$24.86
Marketing Specialist	H	\$17.15	\$19.09	\$20.94	\$22.94	\$24.86
Fire Captains	I	\$18.04	\$20.06	\$22.08	\$24.12	\$26.17
Fleet Mechanic II	I	\$18.04	\$20.06	\$22.08	\$24.12	\$26.17

Executive Asst II	I	\$18.04	\$20.06	\$22.08	\$24.12	\$26.17
Journeyman Electrician	I	\$18.04	\$20.06	\$22.08	\$24.12	\$26.17
Office Manager	I	\$18.04	\$20.06	\$22.08	\$24.12	\$26.17
Accountant	J	\$18.93	\$21.06	\$23.18	\$25.30	\$27.43
Deputy Building Inspector I	J	\$18.93	\$21.06	\$23.18	\$25.30	\$27.43
Deputy Electrical Inspector I	J	\$18.93	\$21.06	\$23.18	\$25.30	\$27.43
Code Enforcement II	J	\$18.93	\$21.06	\$23.18	\$25.30	\$27.43
Deputy Fire Marshal I	J	\$18.93	\$21.06	\$23.18	\$25.30	\$27.43
Engineering Technician	J	\$18.93	\$21.06	\$23.18	\$25.30	\$27.43
Network Technician	J	\$18.93	\$21.06	\$23.18	\$25.30	\$27.43
Police Officer	J	\$18.93	\$21.06	\$23.18	\$25.30	\$27.43
Revenue Auditor	J	\$18.93	\$21.06	\$23.18	\$25.30	\$27.43
Records Division Manager	K	\$19.87	\$22.11	\$24.34	\$26.59	\$28.84
Crime Analyst	K	\$19.87	\$22.11	\$24.34	\$26.59	\$28.84
Assistant Director 911	L	\$20.30	\$22.93	\$25.56	\$28.20	\$30.83
Code Enforcement Supervisor	L	\$20.30	\$22.93	\$25.56	\$28.20	\$30.83
Deputy Building Inspector II	L	\$20.30	\$22.93	\$25.56	\$28.20	\$30.83
Deputy Electrical Inspector II + Plan	L	\$20.30	\$22.93	\$25.56	\$28.20	\$30.83
Engineer Asst II	L	\$20.30	\$22.93	\$25.56	\$28.20	\$30.83
Fire Marshall II	L	\$20.30	\$22.93	\$25.56	\$28.20	\$30.83
Grants Administrator	L	\$20.30	\$22.93	\$25.56	\$28.20	\$30.83
Parks Maintenance Supervisor	L	\$20.30	\$22.93	\$25.56	\$28.20	\$30.83
Planner I	L	\$20.30	\$22.93	\$25.56	\$28.20	\$30.83
EPW Supervisor -(Compost Operations, Fleet, Maintenance, Street, Solid Waste)	L	\$20.30	\$22.93	\$25.56	\$28.20	\$30.83
Chief Electrical Inspector	M	\$21.29	\$24.06	\$26.84	\$29.60	\$32.35
Community Development Planner	M	\$21.29	\$24.06	\$26.84	\$29.60	\$32.35
Deputy Building Inspector III/Plan Review	M	\$21.29	\$24.06	\$26.84	\$29.60	\$32.35
Downtown Development Specialist	M	\$21.29	\$24.06	\$26.84	\$29.60	\$32.35
Engineer Asst III	M	\$21.29	\$24.06	\$26.84	\$29.60	\$32.35
Fire Marshall III	M	\$21.29	\$24.06	\$26.84	\$29.60	\$32.35
Planner II	M	\$21.29	\$24.06	\$26.84	\$29.60	\$32.35
Special Events Coordinator	M	\$21.29	\$24.06	\$26.84	\$29.60	\$32.35
Battalion Chief	N	\$22.17	\$25.29	\$28.18	\$31.11	\$34.03
Chief Building Inspector	N	\$22.17	\$25.29	\$28.18	\$31.11	\$34.03
Fire Marshall	N	\$22.17	\$25.29	\$28.18	\$31.11	\$34.03
EPW Floodwall Superintendent	N	\$22.17	\$25.29	\$28.18	\$31.11	\$34.03
Parks Maintenance Superintendent	N	\$22.17	\$25.29	\$28.18	\$31.11	\$34.03
Recreation Superintendent	N	\$22.17	\$25.29	\$28.18	\$31.11	\$34.03
EPW Street Superintendent	N	\$22.17	\$25.29	\$28.18	\$31.11	\$34.03
EPW Fleet/Maint Superintendent	O	\$23.49	\$26.54	\$29.59	\$32.64	\$35.71
GIS Analyst	O	\$23.49	\$26.54	\$29.59	\$32.64	\$35.71
EPW Operations Manager	O	\$23.49	\$26.54	\$29.59	\$32.64	\$35.71
Risk Manager	O	\$23.49	\$26.54	\$29.59	\$32.64	\$35.71
Assistant to the City Manager	P	\$24.64	\$27.86	\$31.07	\$34.25	\$37.44

Agenda Action Form Paducah City Commission

Meeting Date: June 25, 2019

Short Title: Adopt FY2019-2020 Position & Pay Schedule - **M RUSSELL**

Category: Municipal Order

Staff Work By: Martin Russell

Presentation By: Martin Russell

Background Information:

The commission adopted the previous Position and Pay schedule on June 26, 2018. This action will amend the current Position & Pay Schedule with the annual wage adjustments effective June 20, 2019.

FOP – 2.0%

IAFF – 2.0%

AFSCME – 1.75%

Non-Bargaining Employees 2.0%

- This amendment also includes clean-up and audit necessary to reflect the correct, current number of vacant and filled positions.

Administration

- Creation of Administration
- The abolishment General Government
- Reduce by one total budgeted filled position

City Clerk / Customer Experience Department

- Creation of City Clerk / Customer Experience Department
- Creation of City Clerk / Customer Experience Director position
- Creation of Customer Experience Representatives position
- Increase by five total budgeted filled positions

Finance Department

- Increase by one total budgeted filled position

Information Technology Department

- Reduce by two total budgeted filled positions

Planning Department

- Reduce by four total budgeted filled positions
- Creation of Principal Planner, Business Development Specialist, Senior Planner, Associate Planner, Neighborhood Planner and Housing Coordinator positions
- Abolishment of the Arts & Cultural Coordinator, Downtown Development Planner, Planner I, Planner II, Community Development Planner, and Section 8 Administrator positions.

Police Department

- Increase by twenty three the total budgeted filled positions by adding 911 Communications Services.
- Creation of the Terminal Agency Coordinator position.

Fire Department

- Reduce by one total budgeted filled position

Engineering/Public Works Department

- Reduce by one total budgeted filled position

Parks Services Department

- Increase by one total budgeted filled position

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Adopt the FY 19-20 Position & Pay Schedule

Attachments:

1. Municipal Order
2. Position & Pay Schedule 6-25-19

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING THE FY2019-2020 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the City of Paducah desires to implement a 2.0% annual wage adjustment for all FOP, IAFF, and all non-bargaining employees, as well as a 1.75% annual wage adjustment for all AFSCME employees effective for the biweekly pay period beginning June 20, 2019, paid on July 12, 2019; and

WHEREAS, changes are included in the position and pay schedule for FY2019-2020 to reflect the correct, current number of vacant and filled positions, the correct department titles, and to add and remove specific positions; and

WHEREAS, in order to implement the changes it is necessary to adopt the FY2019-2020 Position and Pay Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves and adopts the FY2019-2020 Position and Pay Schedule for the employees of the City of Paducah as attached hereto.

SECTION 2. That the FY2019-2020 Position and Pay Schedule wage adjustments approved in Section 1 above shall become effective for the biweekly pay period beginning June 20, 2019, and paid on July 12, 2019.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 25, 2019
Recorded by Lindsay Parish, City Clerk, June 25, 2019
mo/Position and Pay Schedule FY2019-2020 6-25-19
excel/Position & Pay Schedule 6-25-19

Section A.									
ADMINISTRATION									
POSITIONS	AUTHORIZED POSITIONS				FY 18/19	FY 19/20	HOURS WORK	EXEMPT ION	PAY GRADE
	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE			
	City Manager	1	1			67.55			
Assistant City Manager	1	1			41.39	42.22			Z
Assistant to the City Manager							40	E	P
City Clerk	1	1			28.77	29.35	40	E	P
Business Systems Analyst	1	1			28.13	28.69	40	E	P
Executive Assistant II / Assistant City Clerk	1	1			22.42		40	NE	I
Administrative Assistant III	1	1			17.98	18.34	40	NE	D
Public Information Officer	1	1			30.36	30.97	40	E	P
Total Budgeted/Filled for Department	5	5	0	0					

Section B.									
CITY CLERK / CUSTOMER EXPERIENCE DEP									
POSITIONS	AUTHORIZED POSITIONS				FY 18/19	FY 19/20	HOURS WORK	EXEMPT ION	PAY GRADE
	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE			
	City Clerk / Customer Experience Director	1	1			36.06			
Executive Assistant II / Assistant City Clerk	1	1			22.42	22.87	40	NE	I
Customer Experience Representatives	3	1			19.23	19.61	40	NE	E
		1			19.06	19.44	40	NE	E
		1			17.37	17.72	40	NE	E
Total Budgeted/Filled for Department	5	5	0	0					

Section C.									
FINANCE DEPARTMENT									
POSITIONS	AUTHORIZED POSITIONS				FY 18/19	FY 19/20	HOURS WORK	EXEMPT ION	PAY GRADE
	BUDGET TOTAL	FILLED NON-CS	RCSS/CS	VACANT	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE			
	Administration								
Director of Finance	1	1			64.03	65.31	40	E	Z
Executive Assistant I	1	1			17.98	18.34	40	NE	F
Grants Administrator	1	1			25.48	25.99	40	E	L
Accounting/Payroll									
Controller	1	1			39.92	40.72	40	E	T
Accounts Payable Clerk									C
Accountant	3	1			22.81	23.27	40	E	J
		1			22.73	23.18	40	E	J
		1			19.23	19.61	40	E	J
Revenue									
Revenue Manager	1	1			32.21	32.85	40	E	S
Account Clerk	2	1			16.13		40	NE	B
		1			15.64		40	NE	B
Revenue Tech II	1	1			18.00	18.36	40	NE	D
Revenue Tech.	2	1		1	15.00	15.30	40	NE	C
							40	NE	C
Revenue Auditor	1	1		1	22.86		40	E	J
Total Budgeted/Filled for Department	12	10	0	2					

Note: The Accounts Payable Clerk will be abolished 7/31/16 following a planned retirement and will be reclassified as an Accountant.
The authorized positions will stabilize at its current 11 spots.

Note: RCSS - Individuals Retain Civil Service Status

Section D.

INFORMATION TECHNOLOGY	AUTHORIZED POSITIONS				FY 18/19	FY 19/20			
	BUDGET FILLED		RCSS/CS	VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT ION	PAY GRADE
	TOTAL	NON-CS			RATE	RATE			
Director Information Technology	1	1			38.46	<u>39.23</u>	40	E	U
Network Administrator	1	1			34.02	<u>34.70</u>	40	E	P
Help Desk Technician	1	1			20.95	<u>21.37</u>	40	NE	H
IT Specialist I							40	NE	J
GIS Specialist	1	1			27.95	<u>28.51</u>	40	E	P
GIS/Manager	1			1			40	E	P
Total Budgeted/Filled for Department	4	4	0	0					

Section E.

PLANNING DEPARTMENT	AUTHORIZED POSITIONS				FY 18/19	FY 19/20			
	BUDGET FILLED		RCSS/CS	VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT ION	PAY GRADE
	TOTAL	NON-CS			RATE	RATE			
Director of Planning	1	1			40.84	41.66	40	E	V
<u>Principal Planner</u>	<u>1</u>	<u>1</u>			<u>30.46</u>	<u>30.46</u>	<u>40</u>	<u>E</u>	<u>P</u>
Executive Assistant I	1	1			22.77	23.23	40	NE	F
<u>Business Development Specialist</u>	<u>1</u>			<u>1</u>			40	E	M
Admin Asst II	1	1			19.06		40	NE	C
Arts & Culture Coordinator	1	1		1	19.23		40	E	H
Grants Administrator	1	1			25.48		40	E	L
<u>Senior Planner</u>	<u>1</u>			<u>1</u>			<u>40</u>	<u>E</u>	<u>M</u>
<u>Associate Planner</u>	<u>1</u>	1			25.34	<u>25.85</u>	40	E	L
<u>Neighborhood Planner</u>	<u>1</u>			<u>1</u>			40	E	H
Planner I	2	1		1	25.34		40	E	L
		<u>1</u>		<u>1</u>			40	E	L
Planner II	1	1							M
Planning Project Manager	1	1		1	30.83		40	E	P
Downtown Development Specialist	1						40	E	M
Community Development Planner							40	E	M
Section 8 Program Administrator							40	E	P
<u>Housing Coordinator</u>	<u>1</u>	1			26.44	<u>26.97</u>	40	E	N
Housing Specialist									
Total Budgeted/Filled for Department	8	5	0	3					

Section F.

POLICE DEPARTMENT	AUTHORIZED POSITIONS				FY 18/19	FY 19/20			
	BUDGET FILLED		RCSS/CS	VACANT	HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT ION	PAY GRADE
	TOTAL	NON-CS			RATE	RATE			
Police Chief	1	1			43.27	<u>44.14</u>	40	E	Z
Police Assistant Chief	2						40	E	S
Step 1					33.83	<u>34.51</u>			
Step 2		1	<u>2</u>		38.02	<u>38.78</u>			
Step 3					39.69	<u>40.49</u>			
Step 4					42.26	<u>43.10</u>			
Captains	6			<u>2</u>			40	E	Q
<5 years					31.45	<u>32.08</u>			
5 years					31.61	<u>32.25</u>			
9 years					31.76	<u>32.39</u>			

12 years	4	<u>2</u>	33.50	<u>34.17</u>			
15 years	1	<u>2</u>	33.67	<u>34.35</u>			
19 years			33.82	<u>34.50</u>			
22 years							
25 years							
Records Division Manager	1	1	19.85	<u>20.25</u>	40	E	K
Sergeants	9		4	<u>2</u>	40	NE	P
5 years		1	27.01	<u>27.55</u>			
6 years			27.12	<u>27.66</u>			
7 years			27.24	<u>27.78</u>			
8 years		1	27.34	<u>27.89</u>			
9 years		2	27.45	<u>28.00</u>			
10 years		1	27.56	<u>28.11</u>			
11 years		1	27.66	<u>28.21</u>			
12 years		1	27.76	<u>28.32</u>			
13 years		<u>1</u>	27.87	<u>28.43</u>			
14 years		1	27.97	<u>28.53</u>			
15 years			28.09	<u>28.65</u>			
16 years			28.21	<u>28.77</u>			
17 years			28.31	<u>28.88</u>			
18 years			28.40	<u>28.97</u>			
19 years			28.51	<u>29.08</u>			
20 years			28.62	<u>29.19</u>			
21 years			28.73	<u>29.30</u>			
22 years			28.86	<u>29.44</u>			
23 years			28.96	<u>29.54</u>			
24 years			29.07	<u>29.65</u>			
25 years			29.16	<u>29.74</u>			
Police Officer	60		5	<u>1</u>	40	NE	J
Police Officer - Recruit		10	6				
1 year		5	8				
2 years			3				
3 years		2	3				
4 years		8	6				
5 years			4				
6 years		1	3				
7 years			3				
8 years			1				
9 years			1				
10 years		6	4				
11 years		1	4				
12 years		1	2				
13 years		2	1				
14 years		2	1				
15 years		1	3				
16 years			1				
17 years		3	2				
18 years		2	3				
19 years							
20 years							
21 years							
22 years							
23 years							
24 years							
25 years							
Executive Assistant II	1	1	24.47	<u>24.96</u>	40	NE	I
Administrative Assistant III					40	NE	D
Administrative Assistant II					40	NE	C
Records Clerk I	3	2	1	<u>14.97</u>	40	NE	C
Crime Analyst					40	E	K

Crime Analyst II	1	4	<u>1</u>	27.41				
Records Clerk II					40	NE	D	
Records Clerk III	1	1		<u>17.09</u>	<u>17.43</u>	40	NE	E
						40	NE	C
Evidence Technician II	1	1		<u>16.45</u>	<u>16.78</u>	40	NE	F
Evidence Technician I	1	1		<u>15.12</u>	<u>15.42</u>	40	NE	C
911 Communications Services								
911 Communications Services Manager	1	1		35.89	<u>36.60</u>	40	E	T
Manager	1	4	<u>1</u>	29.90		40	E	L
Terminal Agency Coordinator	1		<u>1</u>			36/48	NE	F
Shift Supervisor	4	3	<u>2</u>	25.10	<u>25.60</u>	36/48	NE	H
		1		24.10	<u>24.58</u>	36/48	NE	H
Telecommunicator	14	3		13.71	<u>13.98</u>	36/48	NE	F
		1		14.49	<u>14.78</u>	36/48	NE	F
				16.38	<u>16.70</u>	36/48	NE	F
		5	<u>2</u>	17.79	<u>18.15</u>	36/48	NE	F
		2	<u>1</u>	19.36	<u>19.75</u>	36/48	NE	F
		5	<u>8</u>	20.95	<u>21.37</u>	36/48	NE	F
Administrative Assistant III	1	1		<u>17.88</u>	<u>18.24</u>	40	NE	C
E911 Data Entry Clerk	1	1		<u>18.27</u>	<u>18.64</u>	40	NE	C

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

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

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

****911**

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

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

Total Budgeted/Filled for Police Department	110	97	0	13
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Section G.

FIRE DEPARTMENT	AUTHORIZED POSITIONS			FY 18/19	FY 19/20	HOURS WORK	EXEMPT	PAY GRADE
	BUDGET TOTAL	FILLED NON-CS	VACANT RCSS/CS	HOURLY WAGE ADJ. RATE	HOURLY WAGE ADJ. RATE			
Administrative Division								
Fire Chief	1	1		52.11	<u>53.15</u>	40	E	X
Deputy Fire Chief - Fire Prevention	1	1		<u>39.62</u>	<u>40.41</u>	40		T
Deputy Fire Chief - Operations	1	1		38.00	<u>38.76</u>	40	E	T
Office Manager	1					40	NE	I
Executive Assistant I	2	1		21.36	<u>21.79</u>		NE	F
		1		21.12	<u>21.54</u>			
Training Division								
Battalion Chief/ Training Officer	1	1		30.39	<u>31.00</u>		E	N
Fire Prevention Division								
Battalion Chief/ Fire Marshal							E	N
Fire Marshal							E	N
Deputy Fire Marshal III	<u>1</u>	<u>1</u>		<u>22.25</u>	<u>22.70</u>		NE	M
Deputy Fire Marshal II							NE	L
Deputy Fire Marshal I	1	<u>1</u>		<u>18.56</u>	<u>18.93</u>		NE	J
Code Enforcement Supervisor								L
Code Enforcement Officer II							NE	J
Code Enforcement Officer I	3	2		21.62	<u>22.05</u>	40	NE	G
		1		20.12	<u>20.52</u>			
Code Enforcement Assistant						40	NE	C
Permit Technician	1	1		14.71				E

Permit Specialist				40		NE	C
				40		NE	F
Chief Building Inspector		1	31.40	<u>32.03</u>			N
Deputy Building Inspectors:							
Level I	1	1	24.18	<u>24.66</u>	40	NE	J
Level II					40	NE	L
Level III+Plans Review					40	NE	M
Chief Electrical Inspector	1	1	29.98	<u>30.58</u>	40	NE	M
Deputy Electrical Inspectors:							
Inspector Level I					40	NE	J
Inspector II+Plans Review	1	1	24.91	<u>25.40</u>	40	NE	L
Suppression Division							
Fire Assistant Chief	3				40	E	P
Step 1			21.40	<u>21.82</u>			
Step 2			22.15	<u>22.59</u>			
Step 3			22.93	<u>23.38</u>			
Step 4		<u>2</u>	23.72	<u>24.20</u>			
Step 5			24.56	<u>25.05</u>			
Step 6			25.42	<u>25.93</u>			
Step 7		1	26.30	<u>26.83</u>			
Step 8			27.23	<u>27.78</u>			
Step 9		<u>2 1</u>	28.19	<u>28.75</u>			
Captains	15					NE	I
<10 years			18.08	<u>18.44</u>			
10 years			18.20	<u>18.56</u>			
15 years		<u>6 4</u>	18.29	<u>18.66</u>			
20 years		<u>8 11</u>	18.48	<u>18.85</u>			
Lieutenants	15		<u>1</u>			NE	H
<10 years		<u>3</u>	16.85	<u>17.19</u>			
10 years		<u>6 5</u>	17.06	<u>17.40</u>			
15 years		<u>4</u>	17.18	<u>17.52</u>			
20 years		<u>2</u>	17.34	<u>17.69</u>			
Firefighter	29		<u>4 7</u>			NE	E
Firefighter (Appointee)			12.97	<u>13.23</u>			
Firefighter (On Floor)			12.97	<u>13.23</u>			
6 months		<u>3</u>	13.99	<u>14.27</u>			
1 year		<u>3</u>	14.29	<u>14.58</u>			
2 years		<u>5 3</u>	14.48	<u>14.77</u>			
3 years		<u>3 2</u>	14.68	<u>14.97</u>			
5 years			14.97	<u>15.27</u>			
10 years			15.09	<u>15.39</u>			
15 years			15.19	<u>15.49</u>			
Firefighter (Relief Driver)						NE	F
COLA + \$0.39 + \$0.10							
2 years			15.12	<u>15.42</u>			
3 years		<u>3</u>	15.32	<u>15.63</u>			
4 years		<u>4 5</u>	15.37	<u>15.68</u>			
5 years		<u>5</u>	15.60	<u>15.91</u>			
10 years		<u>2</u>	15.72	<u>16.03</u>			
15 years		<u>2 1</u>	15.82	<u>16.14</u>			

Total Budgeted/Filled for Department	77	68	1	8
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Note: Firefighter Relief Driver is not a new position. \$0.10 is factored in the pay rate

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

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

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

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

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

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

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

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

Note: RCSS - Individuals Retain Civil Service Status

Section H.		AUTHORIZED POSITIONS			FY 18/19	FY 19/20			
					HOURLY WAGE ADJ.	HOURLY WAGE ADJ.	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
ENGINEERING/PUBLIC WORKS DEPT.	POSITIONS	BUDGET TOTAL	FILLED NON-CS	VACANT RCSS/CS	RATE	RATE			
	City Engineer & Public Works Director	1	1		59.92	61.12	40	E	Z
	Assistant Public Works Director	1	1		37.39	38.14	40	E	T
	Assistant City Engineer	<u>1</u>		<u>1</u>			40	E	<u>T</u>
	Storm Water & Drainage Engineer	1	1		37.61		40	E	R
	Engineer Project Manager	1	1	<u>1</u>			40	E	<u>L</u>
	Engineering Assistant III						40	E	M
	Engineering Assistant II								L
	Engineering Technician	1	1		22.73	23.19	40	E	J
	Executive Assistant I	1	1		18.89	19.26	40	NE	F
	Administrative Assistant III	1	1		16.65	16.98	40	NE	D
Floodwall Division									
	EPW Floodwall Superintendent	1	1		30.10	30.70	40	E	N
	Floodwall Operator	4					40	NE	F
	80%				15.82	16.10			
	85%				16.81	17.10			
	90%				17.80	18.11			
	95%				18.79	19.11			
	100%		1	3	19.78	20.13			
Street Division									
	EPW Street Superintendent	1	1		34.17	34.85	40	E	N
	EPW Street Supervisor	2	2		22.89	23.35	40	E	L
							40	E	L
	Equipment Operator	3						NE	E
	80%				15.70	15.97			
	85%				16.68	16.97			
	90%				17.66	17.97			
	95%				18.64	18.97			
	100%		3		19.62	19.96			
	Concrete Finisher	2						NE	E
	80%				15.70	15.97			
	85%				16.68	16.97			
	90%				17.65	17.96			
	95%				18.64	18.97			
	100%		2		19.62	19.96			
	Right-Of-Way Maintenance Person	13		5 <u>2</u>				NE	C
	80%				14.83	15.09			
	85%				15.76	16.04			
	90%				16.69	16.98			
	95%		1 <u>6</u>		17.61	17.92			
	100%		7 <u>5</u>		18.54	18.86			
Maintenance Division									
	EPW Fleet / Maintenance Super	1	1		36.69	37.42	40	E	O
	EPW Maintenance Supervisor	1	1		23.94	24.42		E	L

Laborer	5		1			NE	C
80%				13.81	14.05		
85%				14.67	14.93		
90%				15.53	15.80		
95%				16.40	16.69		
100%		2	2	17.26	17.56		
Traffic Technician	1					NE	E
80%				15.82	16.10		
85%				16.80	17.09		
90%				17.79	18.10		
95%				18.78	19.11		
100%			1	19.77	20.12		
Journeyman Electrician	1	1		21.17	21.60	NE	I
Maintenance Technician	4					NE	E
80%				15.82	16.10		
85%				16.80	17.09		
90%		1		17.79	18.10		
95%		1		17.78	18.09		
100%		1	2	19.77	20.12		
Fleet Maintenance Division							
EPW Fleet Supervisor	1	1		23.52	23.99	E	L
Administrative Assistant III	1	1		17.64	18.00	NE	D
Fleet Mechanic I						NE	G
Fleet Mechanic II	4					NE	I
		1		20.10	20.50		
		1		21.18	21.60		
		1		22.53	22.98		
		1		22.56	23.01		
Solid Waste Division							
EPW Solid Waste Supervisor	2	1		23.53	24.00	E	L
		1		23.03	23.49		
EPW Compost Operations Supervisor	1	1		22.89	23.35	E	L
Administrative Assistant III	1	1		18.19	18.55	NE	D
Laborer	4	3				NE	C
80%				13.81	14.05		
85%				14.67	14.93		
90%				15.53	15.80		
95%		1		16.40	16.69		
100%		2	1	17.26	17.56		
Truck Driver	13		3	2		NE	C
80%				14.72	14.98		
85%				15.64	15.91		
90%				16.56	16.85		
95%		1		17.48	17.79		
100%		8	10	1	18.40	18.72	
Right-Of-Way Maintenance Person	2		1			NE	C
80%				14.83	15.09		
85%				15.76	16.04		
90%				16.69	16.98		
95%				17.61	17.92		
100%		1		18.54	18.86		
Compost Equipment Operator	2					NE	F
80%				16.05	16.33		
85%				17.05	17.35		
90%				18.06	18.37		
95%				19.06	19.39		

100% 2 19.62 19.96

Total Budgeted/Filled for Department	76	58	10	8
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Note: positions are eliminated through attrition they will be filled as a Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

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

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

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

Section I.

PARKS SERVICES DEPARTMENT	AUTHORIZED POSITIONS			FY 18/19	FY 19/20	HOURS	EXEMPT	PAY
	BUDGET	FILLED		HOURLY WAGE ADJ.	HOURLY WAGE ADJ.			
		TOTAL	NON-CS	RCSS/CS	RATE			
Director of Parks Services	1	1		51.36	52.39	40	E	V
Recreation Superintendent	1	1		29.50	30.09	E	E	N
Parks Maintenance Superintendent	1	1		29.82	30.42	E	E	N
Cemetery Sexton	1	1		21.41	21.84	E	E	F
Special Events Coordinator	1	1		28.53	29.10	E	E	M
Recreation Specialist	3	2		16.00	16.32	E	E	
		1		18.49	18.86			
		1						
Assistant Recreation Specialist	2		2			40	NE	C
Executive Assistant I	1	1		20.35	20.76		NE	F
Administrative Assistant III	1	1		18.33	18.70		NE	D
Administrative Assistant II	1	1		14.65	14.94		NE	C
Maintenance Division								
Supervisor	1	1		23.02	23.48		E	L
Laborer	12						NE	C
80%				13.81	14.05			
85%		1		14.67	14.93			
90%		5	1	15.53	15.80			
95%		1		16.40	16.69			
100%		2	7	17.26	17.56			
Maintenance Technician	1							
80%				15.82	16.10			
85%				16.80	17.09			
90%				17.79	18.10			
95%				18.78	19.11			
100%		1		19.77	20.12			
Right-Of-Way Maintenance Person	2						NE	C
80%				14.83	15.09			
85%				15.76	16.04			
90%				16.69	16.98			
95%				17.61	17.92			
100%		1	1	18.54	18.86			

Total Budgeted/Filled for Department	28	22	3	3
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Note: As positions are eliminated through attrition they will be filled as Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

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

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

Section J.

HUMAN RESOURCES	AUTHORIZED POSITIONS			FY 18/19	FY 19/20
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POSITIONS	BUDGET		FILLED		VACANT	HOURLY	HOURLY	HOURS	EXEMPT	PAY
	TOTAL	NON-CS	RCSS/CS	RCSS/CS		WAGE ADJ. RATE	WAGE ADJ. RATE			
Director of Human Resources	1		1			41.52	<u>42.35</u>	40	E	V
Risk Manager										O
H R Generalist	2		1			18.86	<u>19.24</u>	40	E	G
			1			18.29	<u>18.66</u>			
Total Budgeted/Filled for Department	3		3		0					

Agenda Action Form

Paducah City Commission

Meeting Date: June 25, 2019

Short Title: Agreement to Employ Lindsay Parish as City Clerk & Director of Customer Experience - **J ARNDT**

Category: Municipal Order

Staff Work By: Martin Russell

Presentation By: Martin Russell

Background Information: City Manager James Arndt has recommended Lindsay R. Parish as City Clerk / Customer Experience Director. The recommendation is based on performance, and the ability to perform in this role.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to sign and execute the employment agreement for City Clerk / Customer Experience Director.

Attachments:

1. Municipal Order
2. AGREEMENT TO EMPLOY LINDSAY PARISH - CEDCC

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND LINDSAY R. PARISH FOR EMPLOYMENT AS CITY CLERK & CUSTOMER EXPERIENCE 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 Lindsay R. Parish to be employed in the position of City Clerk / Customer Experience Director. This Employment Agreement supersedes and replaces the Employment Agreement with Lindsay Parish for employment as City Clerk as adopted by Municipal Order No. 2118 on June 26, 2018.

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.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 25, 2019

Recorded by Lindsay Parish, City Clerk, June 25, 2019

\\mo\agree-employment – Lindsay Parish City Clerk & Customer Experience Director

**AGREEMENT TO EMPLOY LINDSAY R. PARISH
AS PADUCAH CITY CLERK / CUSTOMER EXPERIENCE DIRECTOR**

This Agreement made and entered into this 25th day of June, 2019 by and between **the CITY OF PADUCAH, KENTUCKY**, a Municipal Corporation, hereinafter called “City”, party of the first part, and Lindsay R. Parish, hereinafter called “City Clerk / Customer Experience 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 to employ Lindsay R. Parish as the City Clerk / Customer Experience Director; and

WHEREAS, the Board of Commissioners desires (1) to secure and retain the services of Lindsay R. Parish as the City Clerk / Customer Experience 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 City Clerk / Customer Experience Director; and

WHEREAS, Lindsay R. Parish desires to accept employment as the City Clerk / Customer Experience Director of the City of Paducah.

NOW THEREFORE, the parties agree as follows:

1. APPOINTMENT

The Board of Commissioners hereby appoints Lindsay R. Parish as the City Clerk / Customer Experience Director of the City of Paducah.

2. DUTIES

The City Clerk / Customer Experience Director shall serve as Chief Administrative Officer of the City Clerk & Customer Experience Department under the direction of the City Manager. She will perform the duties of City Clerk & Customer Experience 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 City Clerk / Customer Experience 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 City Clerk / Customer Experience Director at any time, subject only to the “Termination of Appointment” section of this Agreement.

4. BEGINNING DATE

City Clerk / Customer Experience Director will begin her expanded duties on July 1, 2019.

5. CITY CLERK / CUSTOMER EXPERIENCE DIRECTOR COMMITMENTS

While serving as City Clerk / Customer Experience Director, Lindsay R. Parish 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 City Clerk / Customer Experience Director shall be sued for damages arising out of the performance of her duties, the City shall provide defense counsel for the City Clerk / Customer Experience 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 City Clerk / Customer Experience 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 City Clerk / Customer Experience Director shall be 40 hours plus any additional time reasonably required to discharge the responsibilities of the office. Since the City Clerk / Customer Experience 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 City Clerk / Customer Experience Director an annual base salary of \$75,000.00.

The City Manager will review the City Clerk / Customer Experience Director after the first six (6) months with a performance evaluation. After the first 6 months, her reviews will be done annually and recommend adjustments to the Board of Commissioners. In considering compensation increases the City Manager will weigh the City Clerk / Customer Experience Director's performance, the compensation of City Clerk / Customer Experience Director's serving comparable jurisdictions in Kentucky and neighboring states, increases granted to other employees, and the resources of the City.

9. RETIREMENT

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

10. LEAVE

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

11. PROFESSIONAL DEVELOPMENT

The City will pay the City Clerk / Customer Experience 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 City Clerk / Customer Experience 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 City Clerk / Customer Experience Director or requests her resignation, the Board of Commissioners shall pay the City Clerk / Customer Experience Director a severance payment equal to three months of her then current base salary.

If the City Clerk / Customer Experience 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 City Clerk / Customer Experience Director may have as a result of her employment and/or termination.

If the City Clerk / Customer Experience 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 City Clerk / Customer Experience 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 City Clerk / Customer Experience 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 City Clerk / Customer Experience Director is terminated for “just cause”, then the City’s only obligation to the City Clerk / Customer Experience 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 City Clerk / Customer Experience 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 City Clerk / Customer Experience 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 Lindsay R. Parish executed this Agreement as City Clerk / Customer Experience Director this _____ day of _____, 2019.

Brandi Harless, Mayor
City of Paducah, Kentucky

Lindsay R. Parish
City Clerk / Customer Experience Director

ATTEST:

Lindsay R. Parish, City Clerk / Customer Experience Director

Agenda Action Form

Paducah City Commission

Meeting Date: June 25, 2019

Short Title: Authorize Payment in the Amount of \$40,112.20 to Clean Earth, Inc. for 2019 Clean-Up Day - **R MURPHY**

Category: Municipal Order

Staff Work By: Pam Souder, Chris Yarber

Presentation By: Rick Murphy

Background Information: On April 13, 2019 the City of Paducah co-sponsored along with McCracken County a free Clean-Up Day to assist all property owners with disposal of various waste. Household hazardous waste and electronic waste were items collected on this day. In accordance with Kentucky requirements, a Kentucky certified hazardous waste service is required to dispose of all hazardous waste. Clean Earth, Inc., with an office in Calvert City, KY is the only certified hazardous collector who is a vendor with the Commonwealth of Kentucky within this area.

Therefore, the service of Clean Earth, Inc. was requested to collect and dispose of household hazardous and electronic waste during this free Clean-Up Day. This year, the collection of household hazardous waste and electronic waste totaled \$40,112.20. The partial funding of the free Clean-Up Day is provided by a grant from the Kentucky Division of Waste Management.

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

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

Funds Available: Account Name: Fees/Landfill

Account Number: MR0070 5000-2209-520040

Staff Recommendation: To adopt a Municipal Order authorizing the payment of \$40,112.20 to Clean Earth, Inc., for collection and disposal of household hazardous and electronic waste collected during the free Clean-Up Day on April 13, 2019.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY CLEAN EARTH, INC., IN AN AMOUNT OF \$40,112.20 FOR THE DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE AND ELECTRONIC WASTE COLLECTED DURING THE CITY/COUNTY FREE CLEAN-UP DAY

WHEREAS, the City of Paducah and McCracken County co-sponsored a free Clean-Up Day on April 13, 2019, to assist McCracken County property owners with disposal of various waste; and

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

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

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

WHEREAS, this year's collection of hazardous waste and electronic waste cost exceeded \$20,000 and therefore, requires Procurement Code procedures to be implemented.

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

SECTION 1. That the Finance Director is hereby authorized to pay Clean Earth, Inc., the amount of \$40,112.20, for the disposal of household hazardous waste and electronic waste collected during the City/County free Clean-Up Day.

SECTION 2. This expenditure shall be charged to Project Account No. MR0070 Account No. 500-2209-520040.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 25, 2019

Recorded by Lindsay Parish, City Clerk, June 25, 2019

\\mo\household haz waste-Clean Earth 2019

Agenda Action Form Paducah City Commission

Meeting Date: June 25, 2019

Short Title: FM Global Fire Prevention Grant Program Application in the amount of \$7,128.51 - **S KYLE**

Category: Municipal Order

Staff Work By: Greg Cherry, Melanie Townsend

Presentation By: Steve Kyle

Background Information:

FM Global offers financial support to organizations working to combat fire. Through the FM Global Fire Prevention Grant Program, fire departments can apply for funding to support a wide array of fire prevention, preparedness and control efforts, including pre-incident planning, fire prevention education/training and arson prevention/fire investigation.

The Paducah Fire Department is seeking a grant from the FM Global Fire Prevention Grant Program for purchase of 3 lap tops to aid in fire investigations. The total project cost is \$7128.51. No match is required.

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

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

Funds Available: Account Name:

Account Number:

Staff Recommendation: Authorize and direct the Grants Administrator to submit an online grant application through the FM Global Fire Prevention Grant Program portal.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE GRANTS ADMINISTRATOR TO APPLY FOR AN ONLINE GRANT THROUGH THE FM GLOBAL FIRE PREVENTION GRANT PROGRAM PORTAL TO REQUEST \$7,128.51 TO PURCHASE THREE LAPTOP COMPUTERS TO AID IN FIRE INVESTIGATIONS

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City hereby authorizes the Grants Administrator to apply for an online grant through the FM Global Fire Prevention Grant Program Portal for funding in the amount of \$7,128.51 for the Paducah Fire Department to purchase three laptop computers to be used in fire investigations. No local cash or in-kind match is required.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners June 25, 2019
Recorded by Lindsay Parish, City Clerk, June 25, 2019
\\mo\grants\app-FM Global Fire Prevention grant 6-2019

Agenda Action Form

Paducah City Commission

Meeting Date: June 25, 2019

Short Title: Approve a Repair Agreement with the Kentucky Transportation Cabinet Department of Highways District 1 for the closure of Exit 4 - J ARNDT

Category: Municipal Order

Staff Work By: James Arndt
Presentation By: James Arndt

Background Information: The Kentucky Transportation Cabinet Department of Highways District 1 (KYTC) is currently working on U.S. Highway 60 at the Interstate 24 interchange. Due to the nature of the project it is necessary for the on and off ramps for both east and west bound traffic to be closed. KYTC plans to close Exit 4 beginning in July 2019.

During the time of the closure, KYTC will be responsible for and maintain any and all traffic diversion/detour to Exit 3. KYTC will require the use of Charter Oaks Drive and Coleman Road so that detoured vehicles can access the easterly side of Hinkleville Road off of Exit 4.

Since Charter Oaks Drive and Coleman Road are roads maintained and/or owned by the City, it is necessary to enter into an agreement with KYTC outlining the roles and responsibilities of the City and KYTC during the closure period which will not last for more than 3 months.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve a Repair Agreement with the Kentucky Transportation Cabinet Department of Highways District 1 for the closure of Exit 4.

Attachments:

1. Municipal Order
2. Repair Agreement - Double Diamond detour

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A REPAIR AGREEMENT WITH THE KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS DISTRICT 1 OUTLINING THE ROLES AND RESPONSIBILITIES REGARDING THE CLOSURE OF EXIT 4 IN PADUCAH

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a Repair Agreement with the Kentucky Transportation Cabinet Department of Highways District 1 (KYTC), in substantially the same form attached hereto and made part hereof, **Exhibit A**. Said Repair Agreement outlines the roles and responsibilities of the City and KYTC for the closure of Exit 4 in Paducah for a time period of up to three (3) months beginning July 1, 2019.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 25, 2019
Recorded by Lindsay Parish, City Clerk, June 25, 2019
MO\Transportation Cabinet Exit 4 Closure 2019

**REPAIR AGREEMENT
BY AND BETWEEN
COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS DISTRICT 1
AND
CITY OF PADUCAH**

THIS REPAIR AGREEMENT (“Agreement”) is entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, District 1 (“KYTC”) and the City of Paducah, Kentucky (“City”).

RECITALS

WHEREAS, due to an ongoing highway construction project on U.S. Highway 60 at the Interstate 24 interchange, it is necessary for the on and off ramps for both east and west bound traffic to be closed. KYTC will close Exit 4 beginning on July 8, 2019, and ending no later than August 12, 2019; and

WHEREAS, KYTC will be responsible for and maintain any and all traffic diversion/detour to Exit 3 during this time period; and

WHEREAS, KYTC will require the use of Charter Oaks Drive and Coleman Road so that detoured vehicles can access the easterly side of Hinkleville Road off of Exit 4;

WHEREAS, Charter Oaks Drive and Coleman Road are roads maintained and/or owned by the City; and

WHEREAS, the completion of the Exit 4 construction project will greatly improve the flow of traffic within the city and along Hinkleville Road; and

WHEREAS, the parties will inspect Charter Oaks Drive and Coleman Road prior to implementation of the detour and document all pre-existing damage to said roadways; and

WHEREAS, KYTC agrees to repair all damages to Charter Oaks Drive and Coleman Road that are the result of the detour; and

WHEREAS, that by signing this document, the parties represent that the persons signing this Agreement have such authority necessary to bind the parties to the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. City hereby agrees to allow KYTC the use of Charter Oaks Drive and Coleman Road for the detour necessitated by the closure of Exit 4 for up to 3 months beginning on July 1, 2019.

2. KYTC agrees to take all the necessary steps to repair any and all damages to Charter Oaks Drive and Coleman Road that are the direct result of the detour.

3. KYTC agrees to make all necessary repairs within ninety (90) days following the closure of the detour.

**KENTUCKY TRANSPORTATION CABINET
DISTRICT 1**

By: _____
KYLE M. POAT, P.E, Chief District Engineer

CITY OF PADUCAH, KENTUCKY

By: _____
BRANDI HARLESS, MAYOR

CERTIFICATE OF ACKNOWLEDGMENT

I, the undersigned, certify that the foregoing Agreement was produced before me in the aforesaid County and State and duly acknowledge and sworn to by **Kentucky Transportation Cabinet, Department of Highways, District 1, by and through its Chief District Engineer, KYLE M. POAT, P.E.**, on this _____ day of _____, 2019.

My Commission Expires: _____

Notary Public State At Large

Notary ID: _____

CERTIFICATE OF ACKNOWLEDGMENT

I, the undersigned, certify that the foregoing Agreement was produced before me in the aforesaid County and State and duly acknowledge and sworn to by **the City of Paducah, by and through its Mayor, BRANDI HARLESS**, on this _____ day of _____, 2019.

My Commission Expires: _____

Notary Public State At Large

Notary ID: _____

Agenda Action Form

Paducah City Commission

Meeting Date: June 25, 2019

Short Title: A Joint Resolution Supporting and Upholding the Partnership between the City of Paducah and the County of McCracken to Support the City's Application to the United States Department of Transportation for a Better Utilizing Investments to Leverage Development (BUILD) Grant - **T TRACY**

Category: Resolution

Staff Work By: Lyndsey Birdsong, Melanie Townsend

Presentation By: Tammara Tracy

Background Information: The City of Paducah and the Paducah-McCracken County Riverport Authority are jointly applying to the U.S. Department of Transportation for a BUILD grant.

The BUILD grant will provide needed surface transportation infrastructure investment linking land and water benefitting the City of Paducah and the County of McCracken.

The McCracken County Fiscal Court is in support of the City of Paducah's application for the grant.

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

If yes, please list the Action Step Item Codes(s): E-04: Continue developing the riverfront from the Carson Center to the Convention Center

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the joint resolution between the City of Paducah and County of McCracken in support of the City of Paducah's application to the United States Department of Transportation for a BUILD grant.

Attachments:

1. JOINT RESOLUTION.Build Grant

RESOLUTION

A JOINT RESOLUTION SUPPORTING AND UPHOLDING THE PARTNERSHIP BETWEEN THE CITY OF PADUCAH AND THE COUNTY OF MCCRACKEN TO SUPPORT THE CITY'S APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR A BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT

WHEREAS, the City of Paducah and the Paducah-McCracken County Riverport Authority are jointly applying to the U.S. Department of Transportation for a BUILD (Better Utilizing Investments to Leverage Development) Grant; and

WHEREAS, said BUILD grant will provide needed surface transportation infrastructure investment benefitting the County of McCracken and the City of Paducah; and

WHEREAS, the McCracken County Fiscal Court is in support of the City of Paducah's application for said grant;

NOW, THEREFORE BE IT RESOLVED, that the McCracken County Fiscal Court endorses the City of Paducah's application to the United States Department of Transportation for a BUILD grant.

This Resolution shall be in full force and effect from and after its adoption.

CITY OF PADUCAH

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, Paducah City Clerk

MCCRACKEN COUNTY FISCAL COURT

Craig Z. Clymer, Judge Executive

ATTEST:

McCracken County Fiscal Court Clerk

Adopted June _____, 2019

Recorded by: _____

Agenda Action Form

Paducah City Commission

Meeting Date: June 25, 2019

Short Title: Budget Amendment to move General Fund Reserve funds in the amount of \$750,000 to the Ohio River Shoreline Reconstruction Project - **R MURPHY**

Category: Ordinance

Staff Work By: Rick Murphy

Presentation By: Rick Murphy

Background Information: The City of Paducah entered into a Project Partnership Agreement (PPA) with the United States Army Corps of Engineers for the reconstruction of the City of Paducah's Local Flood Protection Project (LFPP). This agreement is entitled, "For The Construction of the Ohio River Shoreline Reconstruction Project....," Ordinance No. 2017-05-8484.

The total project has been authorized at \$31,246,900. The agreement requires that the City of Paducah pay 5% of the authorization in cash which equates to \$1,562,300. To date, the City has provided cash in the amount of \$124,407 leaving an obligation cash draw balance of \$1,437,893.

At this time, the Corps is requesting a cash draw of \$750,000 applied to the current draw balance of \$1,437,893. Under the current agreement and payment of this draw request, the City of Paducah will retain an obligation to pay future Corps requests of cash draws in the amount of \$687,893. It is the intent for the current cash draw of \$750,000 to come from the General Fund Reserve of FY19 which will require a budget amendment.

This ordinance authorizes a budget amendment in the amount of \$750,000 from the General Fund Reserve to the Floodwall Cash Match Project Account (FW0016) to cover the current cash draw request.

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

If yes, please list the Action Step Item Codes(s): I-1 & I-2

Funds Available: Account Name: Floodwall Cash Match

Account Number: FW0016

Staff Recommendation: Authorize the Finance Director to transfer funds in the amount of \$750,000 from the FY19 General Fund Reserve to Project Account FW0016.

Attachments:

1. Ordinance
2. Funds_Request_PhaseII_08MAY19

ORDINANCE NO. 2019-__ - _____

AN ORDINANCE AMENDING ORDINANCE NO. 2018-06-8537, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2018, THROUGH JUNE 30, 2019, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT”

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

WHEREAS, pursuant to the Project Partnership Agreement, the Corps of Engineers is requesting a cash draw of \$750,000.00; and

WHEREAS, KRS prohibits expenses to exceed the budget in any department and it is therefore necessary to amend the City’s FY2019 budget.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2018, and ending June 30, 2019, as adopted by Ordinance No. 2018-06-8537, be amended by the following re-appropriations:

- Transfer \$750,000 from the FY2019 General Fund Reserve to the Floodwall Cash Match (FW0016) Project Account

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, June 11, 2019

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\finance\budget amend 2018-19 - June 2019 (2nd Amendment)



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
P.O. BOX 59
LOUISVILLE, KENTUCKY 40201-0059

REPLY TO
ATTENTION OF:

May 8, 2019

Civil Project Management Branch

Mr. Rick Murphy
City Engineer and Public Works Director
City of Paducah, Kentucky
City Hall – 300 South 5th Street
P.O. Box 2267
Paducah, Kentucky 40201-0059

RE: Ohio River Shoreline, Paducah, Kentucky Reconstruction project

Dear Mr. Murphy:

The Louisville District has advertised Phase II of the Ohio River Shoreline, Paducah, Kentucky Reconstruction project. Bids are due from contractors later this month and a contract award is anticipated in mid-June 2019 pending that reasonable bids are received.

As you are aware this Flood Risk Management (FRM) project is cost shared 65% Federal and 35% Non-Federal (City of Paducah). The estimated total project cost of \$32,554,000 as stated in Article IV, Section A – Payment of Funds of the Project Partnership Agreement (PPA). The City's 35% share of such costs are projected to \$11,393,900 which includes a 5 percent cash contribution, value for any lands required for this project, and any creditable in-kind contributions as referenced in separate Memorandums of Understanding (MOUs) previously executed. We are in need of a portion of the cash contribution at this time to ensure that our cost share percentages meet our execution percentages. Funds provided as a result of this request will be used in a variety of ways which may include the following: funds required to award the base bid and/or contract options, contract contingencies, and/or construction management services required to administer this contract. We request that \$750,000 of these funds be provided no later 15JUN19 if at all possible per the process identified in Article IV Section F.

Please note that no requirement in this letter obviates any of the terms and conditions of the previously executed PPA. We value the partnership with the City of Paducah, and look forward to working with you on continued implementation of the project. Please feel free to call me at 502-523-6967 if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Moore", is written over a blue horizontal line.

Michael Moore.
Senior Project Manager
Louisville District
U.S. Army Corps of Engineers

Agenda Action Form Paducah City Commission

Meeting Date: June 25, 2019

Short Title: City of Paducah, Kentucky's Fiscal Year 2019-2020 Budget Adoption - **J PERKINS**

Category: Ordinance

Staff Work By: Jonathan Perkins, Audra Herndon, Stacey Young, Corie Cole, Heather Rushing
Presentation By: Jonathan Perkins, James Arndt

Background Information: The FY2020 budget ordinance adopts the plan for revenues and expenditures for the City of Paducah, Kentucky for the fiscal year ending June 30, 2020.

The proposed budget....

- 1) Includes the State mandated 12% pension contribution increase;
- 2) Includes appropriations for outside agency funding within the current year limit of \$1.5million;
- 3) Includes a 4% increase in real estate property taxes (to be voted on in separate tax levy ordinance in Fall of 2019);
- 4) Includes a 2% wage adjustment as contractually obligated for the IAFF & FOP, a 2% increase for non-bargaining unit employees, and an 1.5% increase as contractually obligated for AFSCME;
- 5) Allows for the minimum 12% General Fund reserve requirement; and,
- 6) Does not include a storm water infrastructure fee.

Administrative budget policy worth noting:

- a) The 'undesignated cash balance minimum' for the General, Investment and Solid Waste Funds remains at 12%; and the Debt Service 'minimum undesignated cash balance' is set at \$900,000;
- b) After September 1st all Fleet Lease Trust cash in excess of \$2Million, but not in excess of \$250,000 shall be transferred to the General Fund and designated as 'Committed Pension Reserve' in the Fund Balance; and
- c) Committed Pension Reserves in the Fund Balances of the General and Investment Funds will be set at \$243,165 and \$177,200, respectively.

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

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

Funds Available: Account Name: N/A

Account Number: N/A

Staff Recommendation: Approve FY2020 Budget Ordinance

Attachments:

1. FY2020 Budget Narrative
2. FY2020 Budget Summary
3. FY2020 Appropriations Summary

ORDINANCE NO. 2019-06-_____

AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2019, THROUGH JUNE 30, 2020, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.

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

WHEREAS, the Board of Commissioners has reviewed and discussed the proposed Annual Operating Budget and desires to adopt it for Fiscal Year 2020.

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

Section 1. The Annual Operating Budget for the Fiscal Year beginning July 1, 2019 and ending June 30, 2020, including all sources of estimated revenues and appropriations for all City funds as set forth in Exhibit Number 1 attached hereto is hereby adopted.

Section 2. The balance of all capital construction, renovation, improvement projects, and grants currently approved and/or nearing completion are hereby approved for re-appropriation and carry over for the Fiscal Year beginning July 1, 2019 and ending June 30, 2020.

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

A. The General Fund's minimum undesignated cash balance shall be 12% of the General Fund's budgeted appropriations. The Investment Fund's minimum undesignated cash balance shall be 12% of the Investment Fund's budgeted appropriations. The Solid Waste Fund's minimum unreserved cash balance shall be 12% of the Solid Waste's budgeted operating expenses. The Debt Service Fund's minimum cash balance shall be not less than \$900,000.

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

C. Appropriations designated as Commission contingency shall be obligated upon approval by the City Commission by municipal order.

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

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

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

G. As vehicles are acquired, the City will fully fund the Fleet Lease Trust Fund in order to replace rolling stock owned by the Fleet Lease Trust Fund as it achieves obsolescence. The Fleet Lease Trust Fund shall be funded with monthly lease charges assigned to rolling stock as determined by the Finance Director or his designee. All rolling stock is owned by the City's Fleet Lease Trust Fund, and leased to respective departments for use. On or after September 1, 2019, all Fleet Lease Trust Fund cash in excess of \$2,000,000; but not in excess of \$250,000 shall be transferred to the General Fund and designated as 'Committed Pension Reserve' in the Fund Balance.

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

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

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

K. The City will provide to all eligible employees up to a \$727 per month credit (for the months of July - December 2019) to be applied to the Comprehensive Health Insurance Benefit Plan (Cafeteria Plan) as directed by the employee. In January 2020, this monthly credit may be adjusted by the Board of Commissioners as recommended by the City Manager or his designee.

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

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

N. The City shall designate a 'Committed Pension Reserve' in the Fund Balances of the General and the Investment Funds in the following amounts respectively, \$243,165 and \$177,200. This is in addition to the 'Committed Pension Reserve' values in Section 3 (G).

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

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

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, June 11, 2019
Adopted by the Board of Commissioners, June 25, 2019
Recorded by Lindsay Parish, City Clerk, June __, 2019
Published by The Paducah Sun,

City of Paducah
Annual Operating Budget for All Funds and Categories of Government
Estimated Appropriations & Expenditures
FY2020 (July 1, 2019 to June 30, 2020)
Exhibit No. 1

	General Fund	Special Revenues	Capital Projects	Debt Service	Enterprise Funds	Internal Service	Trust Funds	Total
Sources:								
Fines	\$ 78,000	\$ 26,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104,000
Grants	820,000	838,340	-	52,440	146,810	-	-	1,857,590
Interest Income	385,000	46,500	-	25,000	72,000	127,700	120,000	776,200
Bond Proceeds	-	2,000,000	-	-	-	-	-	2,000,000
Charges for Service	709,900	28,000	-	-	4,528,000	5,472,400	10,780	10,749,080
Other Fees	33,000	-	-	-	5,000	-	-	38,000
Occupational License	25,558,880	5,540,000	-	686,355	-	-	-	31,785,235
Permits & Fees	514,000	-	-	-	5,000	-	-	519,000
Property Rent	419,135	262,365	-	289,000	60,000	1,009,780	-	2,040,280
Property Taxes	7,143,000	-	-	-	-	-	-	7,143,000
Recreation Fees	118,000	-	-	-	-	-	-	118,000
Sales	18,200	-	-	-	130,000	0	453,500	601,700
Other Taxes	-	1,212,000	-	-	-	-	-	1,212,000
Total	\$ 35,797,115	\$ 9,953,205	\$ -	\$ 1,052,795	\$ 4,946,810	\$ 6,609,880	\$ 584,280	\$ 58,944,085
Fund Transfers In	\$ 420,000	\$ 1,854,490	\$ 3,755,000	\$ 2,696,165	\$ 69,560	\$ 334,250	\$ 354,185	\$ 9,483,650
Total Sources	\$ 36,217,115	\$ 11,807,695	\$ 3,755,000	\$ 3,748,960	\$ 5,016,370	\$ 6,944,130	\$ 938,465	\$ 68,427,735
Expenditures:								
General Government	\$ 1,963,265	\$ -	\$ 270,000	\$ -	\$ -	\$ -	\$ -	\$ 2,233,265
Finance	1,253,155	312,180	-	3,723,960	-	3,259,900	60,300	8,609,495
Information Systems	548,560	-	-	-	-	-	-	548,560
Customer Experience	426,920	-	15,000	-	-	-	-	441,920
Planning	751,325	200,000	50,000	-	92,810	-	-	1,094,135
Police	10,241,155	68,250	-	-	-	-	-	10,309,405
Fire	9,038,620	-	50,000	-	-	-	-	9,088,620
Engineering/Public Works	4,208,880	1,517,000	250,000	-	-	594,150	-	6,570,030
Parks	3,585,880	-	820,000	-	204,585	-	-	4,610,465
Cable Authority	96,105	-	-	-	-	-	-	96,105
Human Rights	17,025	-	-	-	-	-	-	17,025
Engineering	1,442,185	-	2,300,000	-	-	-	-	3,742,185
Human Resources	354,940	-	-	-	-	3,839,000	-	4,193,940
Investment Fund	-	1,327,355	-	-	-	-	-	1,327,355
E911	-	2,083,910	-	-	-	-	-	2,083,910
Solid Waste	-	-	-	-	5,815,535	-	-	5,815,535
Pensions	-	-	-	-	-	-	1,061,730	1,061,730
Fund Transfers Out	2,045,935	6,857,035	-	-	580,680	-	-	9,483,650
Total Expenditures	\$ 35,973,950	\$ 12,365,730	\$ 3,755,000	\$ 3,723,960	\$ 6,693,610	\$ 7,693,050	\$ 1,122,030	\$ 71,327,330
Reserves Utilized	\$ 243,165	\$ (558,035)	\$ -	\$ 25,000	\$ (1,677,240)	\$ (748,920)	\$ (183,565)	\$ (2,899,595)

<u>FUNDS</u>	<u>APPROPRIATIONS</u>
GENERAL	\$ 35,973,950
MAP	1,517,000
INVESTMENT	6,039,470
CDBG	200,000
E911	2,228,830
COURT AWARDS	68,250
DEBT	3,723,960
CIP	3,755,000
BOND FUND	2,136,065
SOLID WASTE	6,396,215
SECTION 8	92,810
TRANSIENT BOAT DOCK	96,725
CIVIC CENTER	107,860
RENTAL	132,210
RADIO DEPR	43,905
FLEET	594,150
FLEET TRUST	1,819,000
INSURANCE	1,440,900
HEALTH INS	3,839,000
AEPF	13,625
PFPF	1,048,105
OTHER TRUST	<u>60,300</u>
	<u>\$ 71,327,330</u>

Agenda Action Form

Paducah City Commission

Meeting Date: June 25, 2019

Short Title: Amend Code of Ordinances Section 2-660 related to the Small Purchase Plan - **J ARNDT**

Category: Ordinance

Staff Work By: Lindsay Parish, James Arndt

Presentation By: James Arndt

Background Information: The City of Paducah has adopted the Model Procurement Code for it's purchasing procedures as outlined in KRS 45A.345 — 45A.460. A portion of the Model Procurement Code (KRS 45A.385) allows a local public agency to use small purchase procedures for any contract for which a determination is made that the aggregate amount of the contract does not exceed twenty thousand dollars \$20,000. The City of Paducah has adopted this provision within it's code of Ordinances in Section 2-660.

During the 2019 Regular Session of the General Assembly, House Bill 26 was passed to amend KRS 45A.385 to increase the cap to be used for small purchase procedures from \$20,000 to \$30,000.

The City of Paducah is now bringing forth an amendment to the Paducah Code of Ordinances to match the change at the State level.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: To amend Section 2-660 of the Paducah Code of Ordinances to increase the cap for which the City of Paducah may use small purchase procedures from \$20,000 to \$30,000. This ordinance should become effective June 27, 2019.

Attachments:

1. Ordinance

ORDINANCE NO. 2019-____-_____

AN ORDINANCE AMENDING SECTION 2-660 SMALL PURCHASE PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, this Ordinance amends Chapter 2, Article VIII “Finance and Procurement” of the *Code of Ordinances of the City of Paducah, Kentucky*; and

WHEREAS, this Ordinance is being enacted to amend Section 2-660 “Small Purchase Plan” to raise the cap on small purchase procedures from \$20,000 to \$30,000 to match the recently amended Kentucky Revised Statute (KRS 45A.385);

NOW THEREFORE be it ordained by the City Commission of the City of Paducah as follows:

SECTION 1. That Section 2-660, is hereby added to read as follows:

Sec. 2-660. - Small purchase plan.

(a) The City Manager or the City Manager's designee is responsible for small purchase procedures for any contract for which a determination is made that the aggregate amount of the contract does not exceed ~~\$20,000~~ \$30,000. Small purchase procedures are in writing in the City of Paducah Administrative Policies and Procedures Manual and available to the public upon request.

(b) Procurement requirements shall not be parceled, split, divided or purchased over a period of time in order to circumvent the dollar limitations for small purchase

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

SECTION 3. COMPLIANCE WITH OPEN MEETINGS LAWS. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

SECTION 5. EFFECTIVE DATE. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, June 11, 2019

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

Ord\2-660 Amend Small Purchase Plan

Agenda Action Form

Paducah City Commission

Meeting Date: June 25, 2019

Short Title: Approve a Sublease between the Seamen's Church Institute and the Waterways Journal - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt, Lindsay Parish

Presentation By: James Arndt

Background Information: On October 11, 1996, the City of Paducah, Kentucky, entered into a certain Lease Agreement with Seamen's Church Institute of New York and New Jersey, Inc., ("SCI") which lease was extended by Lease Extension Agreement dated September 19, 2011, regarding real property located at the northwest intersection of Kentucky Avenue and South Water Street. SCI operates its Center for Maritime Education, a maritime training school and simulator facility on the leased property.

The Waterways Journal desires to acquire and share office space in a portion of the structure not used by SCI. SCI now seeks the Board of Commissioners' approval to enter into a Sublease with the Waterways Journal for a term that will expire September 30, 2021 and that may be renewed by mutual agreement provided SCI's lease with the City is extended.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the execution of a Sublease between Seamen's Church Institute and The Waterways Journal.

Attachments:

1. Ordinance
2. Sublease to The Waterways Journal attached Exhibit

ORDINANCE NO. 2019-____-_____

AN ORDINANCE AUTHORIZING THE SUBLEASE OF CITY OF PADUCAH PROPERTY BETWEEN SEAMEN’S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY, INC. AND THE WATERWAYS JOURNAL

WHEREAS, on October 11, 1996, the Board of Commissioners of the City of Paducah, Kentucky entered into a certain Lease Agreement with Seamen’s Church Institute of New York and New Jersey, Inc., (“SCI”) which lease was extended by Lease Extension Agreement dated September 19, 2011, regarding real property located at the northwest intersection of Kentucky Avenue and South Water Street; and

WHEREAS, said real property is the site on which SCI operates its Center for Maritime Education, a maritime training school and simulator facility; and

WHEREAS, The Waterways Journal, (“WJ”) desires to acquire office space in a portion of the real property currently leased by SCI and not currently being used for operation of its Center for Maritime Education; and

WHEREAS, this Sublease between SCI and WJ will enable SCI to more fully perform its purposes and mission; and

WHEREAS, the Board of Commissioners of the City of Paducah wishes to approve the Sublease between SCI and WJ and has determined that the Sublease is in the best interest of the City.

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

Section 1. Recitals and Authorizations. The City hereby approves the Sublease among SCI and WJ (the "Sublease") in substantially the form attached hereto as Exhibit A and

made a part hereof. It is further determined that it is necessary and desirable and in the best interest of the City to consent to the Sublease for the purposes therein specified, and the execution and delivery of the Sublease is hereby authorized and approved. The Mayor of the City is hereby authorized to execute the Sublease.

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

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

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

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, May 14, 2019

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

ord\lease-sublease-seamen's church & Waterways Journal

----- SUBLEASE -----

THIS SUBLEASE made and entered into effective on the 1st day of July, 2019, by and between **SEAMEN’S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY, INC.**, of 50 Broadway, New York City, NY 10004-1607 (hereinafter referred to as “SCI”), and **THE WATERWAYS JOURNAL**, of 319 N. 4th Street, Suite 6500, St. Louis, MO 63102 (hereinafter referred to as “WJ”);

WITNESSETH:

WHEREAS, SCI presently occupies certain real property located at the northwest intersection of Kentucky Avenue and South Water Street in Paducah, Kentucky, under a Lease Agreement with the City of Paducah (hereinafter referred to as the “City”), dated October 11, 1996, and a Lease Extension Agreement dated September 19, 2011; and

WHEREAS, said real property is the site on which SCI operates its Center for Maritime Education, a maritime training school and simulator facility; and

WHEREAS, WJ desires to acquire and share office space in a portion of the structure not used by SCI for operation of its Center for Maritime Education; and

WHEREAS, this Sublease between SCI and WJ will enable SCI to more fully perform its purposes and mission.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions set forth herein, SCI and WJ do hereby agree as follows:

1. **Demised Premises; Common Areas.** SCI does hereby demise and sublet unto WJ the office and work spaces in the building located at 123 Water Street, Paducah, Kentucky, as shown on Exhibit A attached hereto (hereinafter referred to as the “Demised Premises”), which is part of a group of office spaces that will be shared with American Bureau of Shipping. Spaces designated “WJ” shall be for the primary use of WJ; spaces designated “ABS” shall be

for the primary use of American Bureau of Shipping; space designated “SCI” shall be retained by SCI for its primary use; and spaces designated “Shared” shall be shared use spaces between WJ and ABS on a first come, first served basis. WJ shall have access to the Demised Premises through the Main Entrance and Grand Lobby shown on Exhibit A. WJ will have the non-exclusive right, together with the other occupants and users of the premises, to use the parking areas, driveways, sidewalks, landscaped areas, shared entry lobbies and corridors, shared restrooms, and such other areas (outside of the Demised Premises) that SCI or the City may designate from time to time as common areas (hereinafter referred to as the “Common Areas”), subject to all of the terms and conditions of this Sublease.

2. **Term.** The term of this Sublease shall be for two (2) years and three (3) months beginning on July 1, 2019 and ending on September 30, 2021 (herein “Term”). This Sublease may be renewed by mutual agreement provided SCI’s lease with the City of Paducah is extended.

3. **Rent.** WJ shall pay to SCI rent for the Demised Premises in the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,250.00) per month (in advance) with the first payment due on or before July 1, 2019, and each payment thereafter continuing to be due and payable on the same date of each month throughout the Term.

4. **Remodeling and Improvements.** Any remodeling and improvements made by WJ with respect to the Demised Premises shall be at the sole cost and expense of WJ and shall become the sole property of SCI at the termination of the Sublease. WJ shall be responsible, at its sole cost and expense, to ensure that any remodeling or improvements made by it with respect to the Demised Premises meets all applicable state or city fire, electrical or other codes. During the Term, WJ shall not cause or permit any construction or mechanic’s liens to be placed against the Demised Premises by any third party, and in the event that any such construction or mechanic’s liens are placed against the Demised Premises, WJ shall be liable for any such liens

and shall indemnify and hold SCI harmless from any financial responsibility upon the amounts claimed in said liens. All remodeling or improvements that WJ proposes to make to the Demised Premises shall be subject to the prior written consent of SCI and the City, which shall not be unreasonably withheld, conditioned or delayed.

5. **Utilities.** SCI shall be solely and exclusively responsible for all monthly charges for electrical, gas, water, telephone, internet and CATV service to the Demised Premises. SCI shall also be responsible for all charges for weekly cleaning of the Demised Premises.

6. **Use of the Premises.** WJ shall use the Demised Premises for the operation of its news journal reporting on the towing and barge industry on the inland waterways of the United States.

7. **Use of Conference Center.** During the Term, SCI will allow WJ to use its conference center on a space available basis for as many as 50 participants at the rate of \$500 per day between 8:00 a.m. and 4:00 p.m.

8. **Vacation of the Premises.** WJ will pay the rent at the time and in the manner aforesaid, and at the expiration of the Term will peaceably yield to SCI the Demised Premises in as good order and repair as when delivered to it, except for damage by fire, casualty, war, insurrection, riot or public disorder, or act upon the part of any government authority, or ordinary wear and tear.

9. **Use and Occupancy.** WJ shall commit no waste or damage on or to the Demised Premises; the Demised Premises shall be used for the purposes hereinabove stated; the Demised Premises shall not be used for any unlawful purpose and no violation of law or ordinance shall be committed thereon; and nothing shall be done or suffered, or any substance kept on the Demised Premises, which will create a nuisance or operate to increase the fire hazard or to cause the insurance rates thereon to be increased. WJ will share with ABS the responsibility to secure the Demised Premises at the end of each work day.

10. **Assignments and Subletting.** WJ shall not assign or transfer this Sublease or any interest therein, nor sublet any portion of the Demised Premises without the prior written consent of SCI and the City, which shall not be unreasonably withheld, conditioned or delayed.

11. **Abandonment.** If WJ shall abandon or vacate the Demised Premises before the end of the Term, or any other event happens entitling SCI to lawfully take possession thereof, SCI may take possession of the Demised Premises and relet the same without such action being deemed an acceptance of a surrender of this Sublease, or in any way terminating WJ's liability hereunder, and WJ shall remain liable to pay the monthly rent, plus the cost of any expenses incident to SCI's repossession and reletting.

12. **Fire and Unsafe Building.** If the Demised Premises shall be so damaged by fire or other casualty as to be rendered untenable, the rent shall be forthwith abated and SCI may, at its option, declare this Sublease terminated, or it may, within thirty (30) days from the date of such fire or other casualty, notify WJ that SCI will repair or reconstruct the Demised Premises; and in such event, WJ shall resume its liability for rent from the time such repair or reconstruction is completed.

13. **Transfer by Operation of Law.** If, by reason of any act or omission on the part of WJ, the Demised Premises or any part thereof come into possession of any receiver, assignee, trustee in bankruptcy, sheriff or other officer, by and through any court process, or by operation of law, SCI may, at its option, terminate this Sublease at any time thereafter by notice to WJ and may accept rent from such receiver, trustee, assignee, or officer, without affecting or impairing their right to so terminate this Sublease at any time thereafter or impairing any other right of SCI under this Sublease.

14. **Rights on Default.** Should WJ fail to pay the rent by the first day of any month in which the rent is due, SCI shall give WJ written notice thereof, and if WJ does not pay the rent within ten (10) days of WJ's receipt of such notice, SCI shall have the option at any time

thereafter to declare WJ in default and to declare immediately due and payable all the rent then due and thereafter to become due during the unexpired Term. The failure of SCI to exercise any of such options at the time of the default shall not operate as a forfeiture or waiver thereof, it being the intent of the parties that any of such options may be exercised at the election of SCI once the rent accrues, irrespective of the passage of time from and after the accrual of the rent. Should WJ fail to pay the rent within the 10-day cure period as hereinbefore stated, SCI shall have the option to enter and take possession of the premises and no notice to quit or demand for the premises shall be necessary to recover possession of the same. This option is in addition to and cumulative with SCI's option to declare the Sublease in default and the entire unpaid rent required under this Sublease to be immediately due and payable.

In the event WJ violates any of the covenants or provisions of this Sublease other than the payment of rent, the violation shall be corrected within thirty (30) days of WJ's receipt of notice of such violation from SCI. If the violation is not substantially corrected, or WJ is not proceeding diligently to correct the violation within 30 days of notice, SCI shall have the option of entering and taking possession of the Demised Premises without further notice to or demand upon WJ; and SCI may declare the entire balance of the rent required under this Sublease to be immediately due and payable.

Upon any default by WJ, nothing in this paragraph 14 shall be deemed to require SCI to relet the Demised Premises and mitigate SCI's damages, and the entire unpaid rent under this Sublease shall be immediately due and payable by WJ to SCI, and SCI may seek any other remedies available to SCI under applicable law.

15. **WJ's Liability.** WJ shall indemnify and save SCI harmless from all loss, cost and expense arising out of or resulting from injury to any person or property, or any other claims, demands, actions or causes of action, in each case arising out of or resulting from WJ's use or occupancy of the Demised Premises or the Common Areas during the Term, except to the extent

caused by the negligence or willful misconduct of SCI's employees, agents or contractors. Likewise, WJ shall indemnify and save the City harmless from all loss, cost and expense arising out of or resulting from injury to any person or property, or any other claims, demands, actions or causes of action, in each case arising out of or resulting from WJ's use or occupancy of the Demised Premises or the Common Areas during the Term, except to the extent caused by the negligence or willful misconduct of City's employees, agents or contractors. WJ shall carry comprehensive general liability insurance covering its use of the Demised Premises and the Common Areas and for property damage liability with limits of liability of not less than \$1,000,000 per person and not less than \$500,000 for property damage. SCI and the City will be additional insureds in said liability policy, and WJ shall have its liability insurance carrier issue a certificate of insurance to SCI and the City.

16. **Quiet Possession.** So long as WJ pays its rent and all other charges herein provided, and observes and keeps the covenants, agreements and conditions of this Sublease on its part to be kept, WJ shall lawfully and quietly hold, occupy and enjoy the Demised Premises during the Term without interference by SCI, except as may be reasonably necessary for SCI to enforce any of its rights under this Sublease or the Sublease with ABS.

17. **Maintenance and Repairs.** WJ, at WJ's sole cost and expense, shall keep and maintain the Demised Premises in good condition and repair, ordinary wear and tear excepted, which obligations of WJ shall include the maintenance, repair and replacement of all interior surfaces of exterior walls and demising walls; interior walls, moldings, partitions and ceilings; carpeting; non-structural interior components; interior windows, plate glass and doors; kitchen or break-room fixtures, appliances and equipment; and WJ's personal property.

SCI shall keep and maintain, or cause the City to keep and maintain, as provided in the Lease Agreement between SCI and City the following portions of the building in which the Demised Premises are located (hereinafter referred to as the "Building") in good condition and

repair, ordinary wear and tear excepted: exterior surfaces of the exterior walls and roof of the Building; structural integrity of the footings, foundation, slabs, floors, columns, exterior walls, roof and other structural elements of the Building; exterior doors, windows and plate glass of the Building; standard electrical, lighting, mechanical, plumbing, heating and air conditioning systems, facilities, fixtures and components serving the Demised Premises and the Building; standard light bulbs, tubes, ballasts and starters; demising walls installed by SCI or the City inside the Building; and the Common Areas.

18. **Insurance on Contents.** WJ shall carry, at WJ's expense, casualty insurance covering all risks of loss to its personal property, furniture, equipment, improvements, and other insurable personal property in amounts not less than the replacement cost of such property. Neither SCI nor the City shall have any liability for damage to WJ's personal property, furniture, equipment, or improvements, except to the extent caused by the negligence or willful misconduct of SCI or the City or their employees, contractors or agents.

19. **Taxes.** WJ shall be responsible for any tangible or intangible personal property taxes on WJ's assets that are located on the Demised Premises.

20. **Lease Acceptance and Attornment.** WJ represents and warrants that it has read the original Lease Agreement dated October 11, 1996 and Lease Extension Agreement dated September 19, 2011 by and between the City and SCI, and WJ accepts those terms, covenants, provisions, and conditions of said Lease as would be applicable to its occupancy as a Sublessee, including all default and term provisions, except to the extent modified by this Sublease. Further, WJ agrees to attorn to City as its Lessor in the event SCI's lease rights shall terminate.

21. **Holdover.** If WJ shall, with the consent of SCI, holdover after the expiration or sooner termination of this Sublease, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, WJ shall pay to SCI the rental agreed upon, and shall continue to be bound by all

of the provisions of this Sublease. Such holding over period may be terminated by either party upon 30 days written notice of intent to terminate.

22. **Notices.** Any notice, demand or communication, whether intended for SCI or WJ, shall be in writing, and may be served or delivered in person, or by prepaid U.S. Certified Mail, fax or e-mail to the address of the applicable party as listed on this Sublease. These addresses are as follows:

SCI - Seamen's Church Institute of New York and New Jersey, Inc.
50 Broadway
New York, NY 10004-1607
Fax: (212) 349-8342
Email: drider@seamenschurch.org

WJ - Nelson Spencer, Jr., Publisher
319 N. 4th Street, Suite 650
St. Louis, MO 63102
Fax:314-241-4207
Email: spence@wjinc.net

23. **Waiver.** No waiver by SCI of any breach of the terms and conditions hereof by WJ shall operate or shall be construed to affect any other breach of such terms and conditions. No delay or omission on the part of SCI to exercise any right or power accorded to it under the terms hereof shall impair any such right or power or shall be construed to be a waiver of its privileges to exercise any such right or power, and any such right or power may be exercised from time to time as often as it may be deemed expedient.

24. **Entire Agreement.** Any prior agreements between the parties are deemed terminated and superseded by this Sublease. This Sublease contains all the terms and conditions and understandings between the parties. None of the provisions of this Sublease may be changed, modified or waived except in writing, properly executed by both parties.

25. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky and not the law of

conflicts, and jurisdiction and venue regarding any disputes related to this Agreement shall be in the state or federal courts located in McCracken County, Kentucky.

26. **Binding Effect.** This Sublease shall be binding upon and shall inure to the benefit of the parties, their heirs, successors, and assigns.

27. **Condition Precedent.** This Sublease is subject to the condition precedent that the City of Paducah must approve this Sublease, and it shall be null and void in the absence of such approval.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease on the day and year first above written.

SCI:

**SEAMEN’S CHURCH INSTITUTE OF
NEW YORK AND NEW JERSEY, INC.**

BY: _____
REV. DAVID RIDER, President

WJ:

THE WATERWAYS JOURNAL

BY: _____
NELSON SPENCER, JR.

Title: _____

STATE OF NEW YORK)
) : ss.
COUNTY OF NEW YORK)

Subscribed, sworn to and acknowledged before me by **SEAMEN’S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY, INC., by and through its duly authorized President, REV. DAVID RIDER,** on this the ____ day of _____, 2019.

My commission expires: _____

NOTARY PUBLIC

STATE OF MISSOURI)
 : ss.
COUNTY OF ST. LOUIS)

Subscribed, sworn to and acknowledged before me by **THE WATERWAYS JOURNAL, by and through its duly authorized officer, NELSON SPENCER, JR.**, on this the ____ day of _____, 2019.

NOTARY PUBLIC

My commission expires: _____

OWNER CONSENT

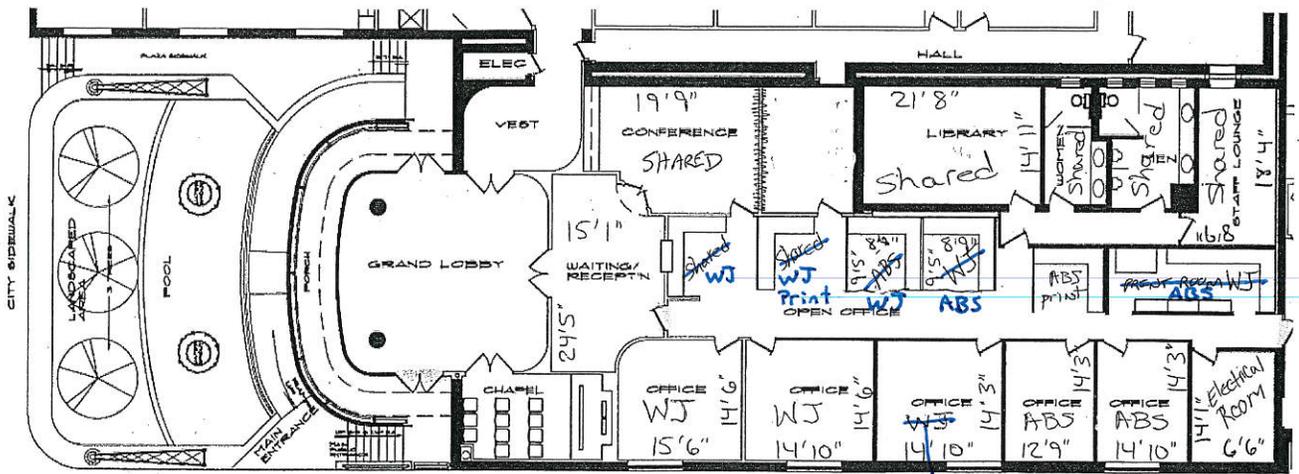
By signing below, the City of Paducah, as owner and lessor, agrees and consents to the foregoing Sublease according to the terms and conditions contained therein and specifically agrees that WJ's right to use the Demised Premises in accordance with this Sublease shall not be affected by the termination of SCI's lease with the City of Paducah for these premises.

CITY OF PADUCAH

BY: _____
BRANDI HARLESS, Mayor

I hereby certify that this instrument has been prepared by:
Law Offices
McMurry & Livingston, PLLC
201 Broadway, P.O. Box 1700
Paducah, KY 42002-1700
(270) 443-6511

By: _____
STEPHEN E. SMITH, JR.



PRELIMINARY FLOOR PLAN



Shared
Satellite office

Agenda Action Form Paducah City Commission

Meeting Date: June 25, 2019

Short Title: Approve an Amended and Restated Sublease between Seamen's Church Institute and American Bureau of Shipping - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt, Lindsay Parish

Presentation By: James Arndt

Background Information: On October 11, 1996, the City of Paducah, Kentucky, entered into a certain Lease Agreement with Seamen's Church Institute of New York and New Jersey, Inc., ("SCI") which lease was extended by Lease Extension Agreement dated September 19, 2011, regarding real property located at the northwest intersection of Kentucky Avenue and South Water Street. SCI operates its Center for Maritime Education, a maritime training school and simulator facility on the leased property.

On May 5, 2015, the Board of Commissioners of the City of Paducah, Kentucky approved a Sublease between for said property between SCI and American Bureau of Shipping, a New York not-for-profit corporation, ("ABS") for office space in a portion of the real property leased by SCI.

SCI now desires to enter into an Amended and Restated Sublease with ABS for a term that will expire September 30, 2021 and that may be renewed by mutual agreement provided SCI's lease with the City is extended.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and adopt the Amended and Restated Sublease between Seamen's Church Institute and American Bureau of Shipping and authorize the Mayor to sign the Amended and Restated Sublease.

Attachments:

1. Ordinance
2. Amended and Restated Sublease to ABS attached Exhibit Final

ORDINANCE NO. 2019-__ - _____

**AN ORDINANCE AUTHORIZING THE AMENDED AND RESTATED
SUBLEASE OF CITY OF PADUCAH PROPERTY BETWEEN SEAMEN’S CHURCH
INSTITUTE OF NEW YORK AND NEW JERSEY, INC. AND AMERICAN BUREAU
OF SHIPPING, A NEW YORK NOT-FOR-PROFIT CORPORATION**

WHEREAS, on October 11, 1996, the Board of Commissioners of the City of Paducah, Kentucky entered into a certain Lease Agreement with Seamen’s Church Institute of New York and New Jersey, Inc., (“SCI”) which lease was extended by Lease Extension Agreement dated September 19, 2011, regarding real property located at the northwest intersection of Kentucky Avenue and South Water Street; and

WHEREAS, said real property is the site on which SCI operates its Center for Maritime Education, a maritime training school and simulator facility; and

WHEREAS, on May 5, 2015, the Board of Commissioners of the City of Paducah, Kentucky approved a Sublease between SCI and American Bureau of Shipping, a New York not-for-profit corporation, (“ABS”) for office space in a portion of the real property leased by SCI; and

WHEREAS, the Board of Commissioners of the City of Paducah now desires to approve an Amended and Restated Sublease between SCI and ABS.

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

Section 1. Recitals and Authorizations. The City hereby approves the Amended and Restated Sublease among SCI and ABS in substantially the form attached hereto as Exhibit A and made a part hereof. It is further determined that it is necessary and desirable and in the

best interest of the City to consent to the Amended and Restated Sublease for the purposes therein specified, and the execution and delivery of the Sublease is hereby authorized and approved. The Mayor of the City is hereby authorized to execute the Sublease.

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

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

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

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\ord\lease-amended sublease-seamen's church & american bureau of shipping

----- AMENDED AND RESTATED SUBLEASE -----

THIS AMENDED AND RESTATED SUBLEASE made and entered into effective on the 1st day of July, 2019, by and between **SEAMEN'S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY, INC.**, of 50 Broadway, New York City, NY 10004-1607 (hereinafter referred to as "SCI"), and **AMERICAN BUREAU OF SHIPPING**, a New York not-for-profit corporation, of 1701 City Plaza Drive, Spring, TX 77389 (hereinafter referred to as "ABS");

WITNESSETH:

WHEREAS, SCI presently occupies certain real property located at the northwest intersection of Kentucky Avenue and South Water Street in Paducah, Kentucky, under a Lease Agreement with the City of Paducah (hereinafter referred to as the "City"), dated October 11, 1996, and a Lease Extension Agreement dated September 19, 2011; and

WHEREAS, SCI and ABS are parties to a Sublease dated May 7, 2015 (herein "ABS Sublease"); and

WHEREAS, SCI and ABS have agreed to amend and restate the ABS Sublease in order to allow The Waterways Journal to sublease a portion of the premises; and

WHEREAS, this Amended and Restated Sublease between SCI and ABS will enable SCI to more fully perform its purposes and mission.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions set forth herein, SCI and ABS do hereby agree to amend the ABS Sublease to the extent provided herein and restate the provisions not changed, as follows:

1. **Demised Premises; Common Areas.** SCI does hereby demise and sublet unto ABS the office and work spaces in the building located at 123 Water Street, Paducah, Kentucky,

as shown on Exhibit A attached hereto (hereinafter referred to as the “Demised Premises”), which is part of a group of office spaces that will be shared with The Waterways Journal and SCI. Spaces designated “ABS” shall be for the primary use of ABS; spaces designated “WJ” shall be for the primary use of The Waterways Journal; spaces designated “SCI” shall be retained by SCI for its primary use; and spaces designated “Shared” shall be shared use spaces between ABS and WJ on a first come, first served basis. ABS shall have access to the Demised Premises through the Main Entrance and Grand Lobby shown on Exhibit A. ABS will have the non-exclusive right, together with the other occupants and users of the premises, to use the parking areas, driveways, sidewalks, landscaped areas, shared entry lobbies and corridors, shared restrooms, and such other areas (outside of the Demised Premises) that SCI or the City may designate from time to time as common areas (hereinafter referred to as the “Common Areas”), subject to all of the terms and conditions of this Amended and Restated Sublease.

2. **Term.** The term of this Amended and Restated Sublease shall be for two (2) years and three (3) months beginning on July 1, 2019 and ending on September 30, 2021 (herein “Term”). This Amended and Restated Sublease may be renewed by mutual agreement provided SCI’s lease with the City of Paducah is extended.

3. **Rent.** ABS shall pay to SCI rent for the Demised Premises in the sum of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per month (in advance) with the first payment due on or before July 1, 2019, and each payment thereafter continuing to be due and payable on the same date of each month throughout the Term.

4. **Remodeling and Improvements.** Any remodeling and improvements made by ABS with respect to the Demised Premises shall be at the sole cost and expense of ABS and shall become the sole property of SCI at the termination of the Amended and Restated Sublease. ABS

shall be responsible, at its sole cost and expense, to ensure that any remodeling or improvements made by it with respect to the Demised Premises meets all applicable state or city fire, electrical or other codes. During the Term, ABS shall not cause any construction or mechanic's liens to be placed against the Demised Premises by any third party, and in the event that any such construction or mechanic's liens are placed against the Demised Premises, ABS shall be liable for any such liens and shall indemnify and hold SCI harmless from any financial responsibility upon the amounts claimed in said liens. All remodeling or improvements that ABS proposes to make to the Demised Premises shall be subject to the prior written consent of SCI and the City, which shall not be unreasonably withheld, conditioned or delayed.

5. **Utilities.** SCI shall be solely and exclusively responsible for all monthly charges for electrical, gas, water, telephone, internet and CATV service to the Demised Premises. SCI shall also be responsible for all charges for weekly cleaning of the Demised Premises.

6. **Use of the Premises.** ABS shall use the Demised Premises for the following ABS services and its affiliated entities' related functions, all of which shall comply with all applicable codes and regulations:

- Marine engineering
- Marine surveying
- Surveying and inspections for Subchapter M vessels
- Third party verification
- Management system certification
- Research and development
- Risk-based consulting and training
- Training and seminars
- Classification society activities

7. **Use of Conference Center.** During the Term, SCI will allow ABS to use its conference center on a space available basis for as many as 50 participants at the rate of \$500 per day between 8:00 a.m. and 4:00 p.m.

8. **Vacation of the Premises.** ABS will pay the rent at the time and in the manner aforesaid, and at the expiration of the Term will peaceably yield to SCI the Demised Premises in as good order and repair as when delivered to it, except for damage by fire, casualty, war, insurrection, riot or public disorder, or act upon the part of any government authority, or ordinary wear and tear.

9. **Use and Occupancy.** ABS shall commit no waste or damage on or to the Demised Premises; the Demised Premises shall be used for the purposes hereinabove stated; the Demised Premises shall not be used for any unlawful purpose and no violation of law or ordinance shall be committed thereon; and nothing shall be done or suffered, or any substance kept on the Demised Premises, which will create a nuisance or operate to increase the fire hazard or to cause the insurance rates thereon to be increased. ABS shall be responsible for securing the Demised Premises at the end of each work day and WJ will share that responsibility once it has occupied its designated spaces.

10. **Assignments and Subletting.** ABS shall not assign or transfer this Amended and Restated Sublease or any interest therein, nor sublet any portion of the Demised Premises without the prior written consent of SCI and the City, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that ABS shall be permitted to assign or transfer this Amended and Restated Sublease or any interest therein, or sublet all or any portion of the Demised Premises, to any Affiliate of ABS, without the prior written consent of SCI or the City. For purposes of this Agreement, the term “Affiliate of ABS” shall mean, ABS Group of Companies, Inc., a New Jersey corporation, or any of its direct or indirect subsidiaries, including, without limitation, ABSG Consulting Inc., a New York corporation.

11. **Abandonment.** If ABS shall abandon or vacate the Demised Premises before the end of the Term, or any other event happens entitling SCI to lawfully take possession thereof, SCI may take possession of the Demised Premises and relet the same without such action being deemed an acceptance of a surrender of this Amended and Restated Sublease, or in any way terminating ABS's liability hereunder, and ABS shall remain liable to pay the monthly rent, plus the cost of any expenses incident to SCI's repossession and reletting.

12. **Fire and Unsafe Building.** If the Demised Premises shall be so damaged by fire or other casualty as to be rendered untenable, the rent shall be forthwith abated and SCI may, at its option, declare this Amended and Restated Sublease terminated, or it may, within thirty (30) days from the date of such fire or other casualty, notify ABS that SCI will repair or reconstruct the Demised Premises; and in such event, ABS shall resume its liability for rent from the time such repair or reconstruction is completed.

13. **Transfer by Operation of Law.** If, by reason of any act or omission on the part of ABS, the Demised Premises or any part thereof come into possession of any receiver, assignee, trustee in bankruptcy, sheriff or other officer, by and through any court process, or by operation of law, SCI may, at its option, terminate this Amended and Restated Sublease at any time thereafter by notice to ABS and may accept rent from such receiver, trustee, assignee, or officer, without affecting or impairing their right to so terminate this Amended and Restated Sublease at any time thereafter or impairing any other right of SCI under this Amended and Restated Sublease.

14. **Rights on Default.** Should ABS fail to pay the rent by the first day of any month in which the rent is due, SCI shall give ABS written notice thereof, and if ABS does not pay the rent within ten (10) days of ABS's receipt of such notice, SCI shall have the option at any time

thereafter to declare ABS in default and to declare immediately due and payable all the rent then due and thereafter to become due during the unexpired Term. The failure of SCI to exercise any of such options at the time of the default shall not operate as a forfeiture or waiver thereof, it being the intent of the parties that any of such options may be exercised at the election of SCI once the rent accrues, irrespective of the passage of time from and after the accrual of the rent. Should ABS fail to pay the rent within the 10-day cure period as hereinbefore stated, SCI shall have the option to enter and take possession of the premises and no notice to quit or demand for the premises shall be necessary to recover possession of the same. This option is in addition to and cumulative with SCI's option to declare the Amended and Restated Sublease in default and the entire unpaid rent required under this Amended and Restated Sublease to be due and payable.

In the event ABS violates any of the covenants or provisions of this Amended and Restated Sublease other than the payment of rent, the violation shall be corrected within thirty (30) days of ABS's receipt of notice of such violation from SCI. If the violation is not substantially corrected, or ABS is not proceeding diligently to correct the violation within 30 days of notice, SCI shall have the option of entering and taking possession of the Demised Premises without further notice to or demand upon ABS; and SCI may declare the entire balance of the rent required under this Amended and Restated Sublease to be due and payable.

Upon any default by ABS, SCI shall attempt to relet the Demised Premises and mitigate SCI's damages, and the entire unpaid rent under this Amended and Restated Sublease shall be immediately due and payable by ABS to SCI, and SCI may seek any other remedies available to SCI under applicable law.

15. **ABS's Liability.** ABS shall indemnify and save SCI harmless from all loss, cost and expense arising out of or resulting from injury to any person or property, or any other claims,

demands, actions or causes of action, in each case arising out of or resulting from ABS's negligent use or occupancy of the Demised Premises or the Common Areas during the Term, except to the extent caused by the negligence or willful misconduct of SCI's employees, agents or contractors. Likewise, ABS shall indemnify and save City harmless from all loss, cost and expense arising out of or resulting from injury to any person or property, or any other claims, demands, actions or causes of action, in each case arising out of or resulting from ABS's negligent use or occupancy of the Demised Premises or the Common Areas during the Term, except to the extent caused by the negligence or willful misconduct of City's employees, agents or contractors. ABS shall carry comprehensive general liability insurance covering its use of the Demised Premises and the Common Areas and for property damage liability with limits of liability of not less than \$1,000,000 per person and not less than \$500,000 for property damage. SCI and the City will be additional insureds in said liability policy, and ABS shall have its liability insurance carrier issue a certificate of insurance to SCI and the City.

16. **Quiet Possession.** So long as ABS pays its rent and all other charges herein provided, and observes and keeps the covenants, agreements and conditions of this Amended and Restated Sublease on its part to be kept, ABS shall lawfully and quietly hold, occupy and enjoy the Demised Premises during the Term without interference by SCI, except as may be reasonably necessary for SCI to enforce any of its rights under this Amended and Restated Sublease.

17. **Maintenance and Repairs.** ABS, at ABS's sole cost and expense, shall keep and maintain the Demised Premises in good condition and repair, ordinary wear and tear excepted, which obligations of ABS shall include the maintenance, repair and replacement of all interior surfaces of exterior walls and demising walls; interior walls, moldings, partitions and ceilings;

carpeting; non-structural interior components; interior windows, plate glass and doors; kitchen or break-room fixtures, appliances and equipment; and ABS's personal property.

SCI shall keep and maintain, or cause the City to keep and maintain, as provided in the Lease Agreement between SCI and City the following portions of the building in which the Demised Premises are located (hereinafter referred to as the "Building") in good condition and repair, ordinary wear and tear excepted: exterior surfaces of the exterior walls and roof of the Building; structural integrity of the footings, foundation, slabs, floors, columns, exterior walls, roof and other structural elements of the Building; exterior doors, windows and plate glass of the Building; building standard electrical, lighting, mechanical, plumbing, heating and air conditioning systems, facilities, fixtures and components serving the Demised Premises and the Building; building standard light bulbs, tubes, ballasts and starters; demising walls installed by SCI or the City inside the Building; and the Common Areas.

18. **Insurance on Contents.** ABS shall carry, at ABS's expense, casualty insurance covering all risks of loss to its personal property, furniture, equipment, improvements, and other insurable personal property in amounts not less than the replacement cost of such property. SCI shall have no liability for any damage to ABS's personal property, furniture, equipment, or improvements, except to the extent caused by the negligence or willful misconduct of SCI or its employees, contractors or agents.

19. **Taxes.** ABS shall be responsible for any tangible or intangible personal property taxes on ABS's assets that are located on the Demised Premises.

20. **Lease Acceptance and Attornment.** ABS represents and warrants that it has read the original Lease Agreement dated October 11, 1996 and Lease Extension Agreement dated September 19, 2011 by and between the City and SCI, as extended, and ABS accepts those

terms, covenants, provisions, and conditions of said Lease as would be applicable to its occupancy as a Sublessee, including all default and term provisions, except to the extent modified by this Amended and Restated Sublease. Further, ABS agrees to attorn to City as its Lessor in the event SCI's lease rights shall terminate.

21. **Holdover**. If ABS shall, with the consent of SCI, holdover after the expiration or sooner termination of this Amended and Restated Sublease, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, ABS shall pay to SCI the rental agreed upon, and shall continue to be bound by all of the provisions of this Amended and Restated Sublease. Such holding over period may be terminated by either party upon 30 days written notice of intent to terminate.

22. **Notices**. Any notice, demand or communication, whether intended for SCI or ABS, shall be in writing, and may be served or delivered in person, or by prepaid U.S. Certified Mail, fax or e-mail to the address of the applicable party as listed on this Amended and Restated Sublease. These addresses are as follows:

SCI - Seamen's Church Institute of New York and New Jersey, Inc.
50 Broadway
New York, NY 10004-1607
Fax: (212) 349-8342
Email: drider@seamenschurch.org

ABS - American Bureau of Shipping
1701 City Plaza Drive
Spring, TX 77389
Fax: (281) 877-5946
Email: tsnow@eagle.org

With copy to: ABS Legal Department
at the same mailing address
rclyne@eagle.org

23. **Waiver.** No waiver by SCI or any breach of the terms and conditions hereof by ABS shall operate or shall be construed to affect any other breach of such terms and conditions. No delay or omission on the part of SCI to exercise any right or power accorded to it under the terms hereof shall impair any such right or power or shall be construed to be a waiver of its privileges to exercise any such right or power, and any such right or power may be exercised from time to time as often as it may be deemed expedient.

24. **Entire Agreement.** Any prior agreements between the parties are deemed terminated and superseded by this Amended and Restated Sublease. This Amended and Restated Sublease contains all the terms and conditions and understandings between the parties. None of the provisions of this Amended and Restated Sublease may be changed, modified or waived except in writing, properly executed by both parties.

25. **Applicable Law.** This Amended and Restated Sublease shall be governed by and construed under the laws of the Commonwealth of Kentucky.

26. **Binding Effect.** This Amended and Restated Sublease shall be binding upon and shall inure to the benefit of the parties, their heirs, successors, and assigns.

27. **Condition Precedent.** This Amended and Restated Sublease is subject to the condition precedent that the City of Paducah must approve this Amended and Restated Sublease, and it shall be null and void in the absence of such approval. The approval from the City of Paducah must occur within 120 days of the effective date of this Sublease or ABS will have the option to terminate this Sublease without penalty.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Sublease on the day and year first above written.

SCI:

**SEAMEN’S CHURCH INSTITUTE OF
NEW YORK AND NEW JERSEY, INC.**

BY: _____
REV. DAVID RIDER, President

ABS:

AMERICAN BUREAU OF SHIPPING

BY: _____

Title: _____

STATE OF _____)
: ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me by **SEAMEN’S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY, INC.**, by and through its duly authorized President, **REV. DAVID RIDER**, on this the ____ day of _____, 2019.

My commission expires: _____
Notary ID # _____

NOTARY PUBLIC

STATE OF _____)
: ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me by **AMERICAN BUREAU OF SHIPPING**, by and through its duly authorized officer, _____, on this the ____ day of _____, 2019.

My commission expires: _____
Notary ID # _____

NOTARY PUBLIC

OWNER CONSENT

By signing below, the City of Paducah, as owner and lessor, agrees and consents to the foregoing Amended and Restated Sublease according to the terms and conditions contained therein and specifically agrees that ABS's right to use the Demised Premises in accordance with this Amended and Restated Sublease shall not be affected by the termination of SCI's lease with the City of Paducah for these premises.

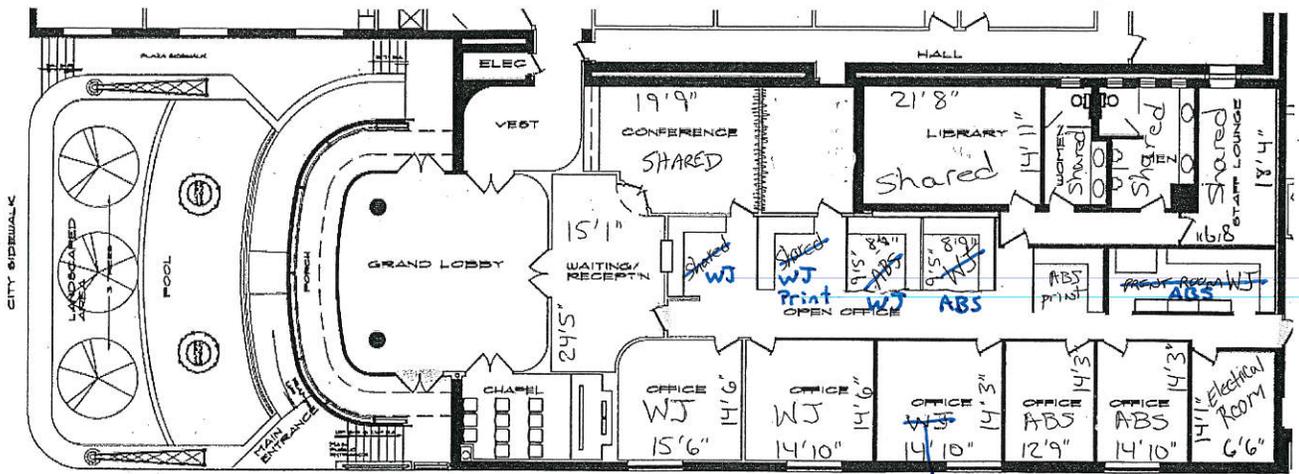
CITY OF PADUCAH

BY: _____

Title: _____

I hereby certify that this instrument
has been prepared by:
Law Offices
McMurry & Livingston, PLLC
201 Broadway, P.O. Box 1700
Paducah, KY 42002-1700
(270) 443-6511

By: _____
STEPHEN E. SMITH, JR.



PRELIMINARY FLOOR PLAN



Shared
Satellite Office

Agenda Action Form

Paducah City Commission

Meeting Date: June 25, 2019

Short Title: Amend Code of Ordinances Section 2-211 regarding City Departments- **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt, Michelle Smolen, Lindsay Parish
Presentation By: James Arndt

Background Information: The City Manager's Office has worked with multiple departments over the last several months to create a new department which will be known as the Customer Experience Department. This item serves to update the list of departments in the Paducah Code of Ordinances to separate the Clerk's office from the General Government Department, re-title the General Government Department as the Administration Department and add the Customer Experience Department.

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

If yes, please list the Action Step Item Codes(s): O-2

Funds Available: Account Name:
Account Number:

Staff Recommendation: Adopt an amendment to section 2-211 of the Paducah Code of Ordinances to align with the organizational structure.

Attachments:

1. 2-211 Amend Departments Administration - City Clerk - Customer Experience

CITY OF PADUCAH
ORDINANCE NO. 2019-____-_____

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V
“DEPARTMENTS”, SECTION 2-211 “ESTABLISHMENT”,
OF THE CODE OF ORDINANCES OF THE CITY OF
PADUCAH, KENTUCKY**

WHEREAS, this Ordinance amends Chapter 2, Article V “Departments” of the *Code of Ordinances of the City of Paducah, Kentucky*, regarding the establishment of City Departments; and

WHEREAS, this Ordinance is being amended to separate the Clerk’s Office from the General Government Department, rename the General Government Department as the Administration Department, and create a new department to be known as the Customer Experience Department;

NOW THEREFORE be it ordained by the City Commission of the City of Paducah as follows:

SECTION 1. That the City of Paducah, Kentucky hereby amends Section 2-211 of the Paducah Code of Ordinances as follows:

Sec. 2-211 Establishment

The following departments of the city are hereby established under the direction and supervision of the city manager:

- (1) ~~General Government.~~ Administration.
- (2) Finance.
- (3) Human Resources.
- (4) Police.
- (5) Fire.
- (6) Public Works.
- (7) Engineering.
- (8) Parks and Recreation.
- (9) Planning.
- (10) Information Technology.
- (11) City Clerk.
- (12) Customer Experience.

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

SECTION 3. COMPLIANCE WITH OPEN MEETINGS LAWS. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

SECTION 5. EFFECTIVE DATE. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, June 25, 2019

Adopted by the Board of Commissioners, _____

Recorded by the City Clerk, _____

Published by *The Paducah Sun*, _____

Ord\2-211 Amend Departments Administration - City Clerk - Customer Experience