



**CITY COMMISSION MEETING
AGENDA FOR JULY 23, 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 Hassan Ali - Islamic Center of Paducah

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION Veterans Day Celebration - Bill Evans

PRESENTATION Paducah Small Urban Area Study - Kyle Poat, Chief District Engineer KYTC - Office of Highway District One

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 25 and July 9, 2019
		B. Receive & File Documents
		C. Appoint John Park to the Civic Beautification Board
		D. Appoint Benjamin Sirk to the Board of Assessment Appeals
		E. Personnel Actions
		F. Approve Change Order with Danny Cope and Sons Excavating, LLC to increase cost of demolition from \$587,160.00 to \$592,160.00 - S KYLE
		G. Approve Edwin J. Paxton Park Golf Board Contract in an amount of \$72,000 - M THOMPSON
		H. Approve application for the 2020 National Endowment for the Arts, Art Works grant program in the amount of \$27,000 for the development and implementation of a Creative Entrepreneurship Program - M TOWNSEND
		I. Purchase of Solid Waste Dumpsters for the FY2020 from Municipal Equipment, Inc., Utilizing the Kentucky State Contract - R MURPHY

		J. Purchase of Solid Waste Roll Outs Containers for the FY2020 from Toter, LLC Utilizing the National IPA Contract - R MURPHY
	II.	<u>ORDINANCE(S) - ADOPTION</u>
		A. Amend Code of Ordinances Sections 18-61, 18-62 and 18-63 to adjust permit fees and charges in the Fire Prevention Division - S KYLE
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>
		A. Repeal Code of Ordinances Chapter 78 Personnel Section 5 Grievances - M SMOLEN
	IV.	<u>DISCUSSION</u>
		A. Strategic Plan Update - M SMOLEN
	V.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	VI.	<u>EXECUTIVE SESSION</u>

June 25, 2019

At a Regular Meeting of the Board of Commissioners, held on Tuesday, June 25, 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.

PROCLAMATION

Alzheimer’s and Dementia Awareness Month

Mayor Harless presented a proclamation for Alzheimer’s and Dementia Awareness Month to Lucas Bremer.

PRESENTATIONS

Recognition of Lemonade Saturday Participants

Mayor Harless recognized the group of children who participated in the 2019 Lemonade Academy and thanked Suzanne Clinton & Susan Baier for the work they put into creating this opportunity for local children.

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)	Approve Minutes for June 11 & 17, 2019 Board of Commissioners Meetings
I(B)	Receive and File Documents <i>Minute File:</i> <ol style="list-style-type: none">1. Notice of Called Joint Meeting of the Board of Commissioners of the City of Paducah and McCracken County Fiscal Court - June 17, 20192. Certificate of Liability Insurance – Wilkins Construction Co., Inc.3. Right-of-Way Bond – Beltline Electric Co., Inc. <i>Contract File:</i> <ol style="list-style-type: none">1. Amendment #1 to Agreement for Engineering Services – HDR Engineering, Inc. – Greenway Trail Phase IV - ORD 2016-11-84432. Household Hazardous Waste Management Grant Agreement – 2019-2020 Kentucky Pride Fund – MO #22513. Owner-Contractor Agreement – Youngblood Excavating & Contracting LLC – Phase 4 Greenway Trail Improvements – Shultz Park-Paducah Riverfront <i>Financials File:</i> <ol style="list-style-type: none">1. Paducah Water Works – For month ended April 30, 2019 <i>Bids</i> <ol style="list-style-type: none">1. Bids for Surplus Property Sales – 2901 Virginia Street (MO #2244)<ol style="list-style-type: none">a. Jonathan Seth And Tabitha Hope Manea (Winning Bid)b. Gary N. Carsonc. Terry Jonesd. Don Bryant2. Bids for Surplus Property Sales – 625 North 6th Street (MO #2245)<ol style="list-style-type: none">a. Riffle C. and Karen F. Turner (Winning Bid)b. Michael Terrac. Greg and Brenda Freemand. William Robinson-Spivey and Kyle Robinson-Spivey3. Bids for Surplus Property Sales – 1737 Martin Luther King Drive. (MO #2246)<ol style="list-style-type: none">a. Wiley Wilson (Winning Bid)4. Bids for Surplus Property Sales – 440 Kinkead Street (MO #2247)

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	<p>a. Robert Sember (Winning Bid)</p> <p>5. Bids for Surplus Property Sales – 2106 Yeiser Street (MO #2248)</p> <p>a. James M. Morgan (Winning Bid)</p>
I(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. These terms shall expire July 1, 2023.
I(D)	Reappointment of Charles Walter to the Paducah-McCracken County Senior Citizens Board. This term shall expire June 30, 2022.
I(E)	Personnel Actions
I(F)	A MUNICIPAL ORDER ADOPTING THE FY2019-2020 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY (MO # 2252 BK 11)
I(G)	A MUNICIPAL ORDER ADOPTING THE FY2019-2020 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY (MO # 2253 BK 11)
I(H)	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 (MO # 2254 BK 11)
I(I)	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 (MO # 2255 BK 11)
I(J)	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 (MO # 2256 BK 11)
I(K)	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 (MO # 2257 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).

RESOLUTION(S)

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a resolution entitled, “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.”

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

ORDINANCE(S) – ADOPTION

BUDGET AMENDMENT FOR OHIO RIVER SHORELINE RECONSTRUCTION PROJECT

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING ORDINANCE NO.

June 25, 2019

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

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).
(ORD # 2019-6-8577 BK 35)

ADOPT FY2019-2020 BUDGET

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt 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>

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).
(ORD # 2019-6-8578 BK 35)

AMEND CODE SECTION 2-660 SMALL PURCHASE PLAN

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING SECTION 2-660 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).

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).
(ORD # 2019-6-8579 BK 35)

June 25, 2019

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

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt 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.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).
(ORD # 2019-6-8580 BK 35)

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

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt 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.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).
(ORD # 2019-6-8581 BK 35)

ORDINANCE(S) – INTRODUCTION

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V “DEPARTMENTS”, SECTION 2-211 “ESTABLISHMENT”, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: 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. 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.

DISCUSSION

The Board of Commissioners discussed the potential of amending the Mayor-Commission Operating Guidelines. A Municipal Order will be brought back to the Commission at a later meeting to adopt any changes to the Guidelines.

COMMENTS

CITY MANAGER COMMENTS

The City Manager invited everyone to the New Day initiative this Friday June 28th at 2:30 p.m. He invited the Commissioners to the city employee meeting on Monday, July 1st at 9:00 a.m. and 10:30 a.m. City staff is in the process of collecting the storm debris left from the recent storms. He welcomed the community to the 4th of July celebration.

EXECUTIVE SESSION

Commissioner Wilson offered motion, seconded by Commissioner McElroy, 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).

June 25, 2019

RECONVENE IN OPEN SESSION

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

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

ADJOURN

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

Meeting ended at approximately 7:56 p.m.

ADOPTED: July 23, 2019

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

July 9, 2019

At a Regular Meeting of the Board of Commissioners, held on Tuesday, July 9, 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.

ADDITIONS/DELETIONS

Item II(C) "Establish Mayor Commission Protocol Operating Guidelines and Repeal Municipal Orders 1431 and 1477" was deleted from the agenda.

EMPLOYEE INTRODUCTIONS

Chief of Police Brian Laird introduced new Police Officers Casey Steenbergen & JonMichael Wentworth. Chief Laird also congratulated newly appointed Assistant Chief Justin Crowell and newly appointed Sergeant Matt Scheer.

CONSENT AGENDA

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed for separate consideration. Commissioner Abraham asked that item I(D) Personnel Actions be removed for separate consideration. Mayor Harless asked the City Clerk to read the remaining items on the Consent Agenda.

I(A)	<p>Receive & File Documents</p> <p><i>Minute File:</i></p> <ol style="list-style-type: none">1. Resolution – BUILD Grant2. Certificate of Liability Insurance – Ray Black & Son, Inc.3. Certificate of Liability Insurance – Barnhart Crane and Rigging Co., Barnhart Northeast, Inc.4. Right-of-Way Bond – Barnhart Crane & Rigging Co. <p><i>Contract File:</i></p> <ol style="list-style-type: none">1. Sublease – Seamen’s Church Institute – The Waterways Journal – ORD 2019-6-85802. Agreement to Employ Lindsay R. Parish as Paducah City Clerk/Customer Experience Director – MO #22543. Contract For Services – City of Paducah – Paducah Wall to Wall Mural Board – CM Signed <p><i>Financials File:</i></p> <ol style="list-style-type: none">1. City of Paducah – Department of Finance – Financial Report – Period Ending April 30, 2019
I(B)	Appointment of Ines Rivas-Hutchins to the Code Enforcement Board to replace Nick

July 9, 2019

	Warren, whose term has expired. This term shall expire February 26, 2021.
I(C)	Reappointment of Monica Feiler to the Civic Beautification Board. This term shall expire July 1, 2023.
I(D)	Personnel Actions REMOVED FROM THE CONSENT AGENDA AND ADOPTED SEPERATELY
I(E)	A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY KENTUCKY LEAGUE OF CITIES FOR WORKERS' COMPENSATION, LIABILITY INSURANCE, AND PROPERTY INSURANCE COVERAGE IN A TOTAL AMOUNT OF \$1,145,146.74 FOR THE CITY OF PADUCAH AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO # 2258 BK 11)
I(F)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO TRANSFER FUNDS FROM THE COMMISSION RESERVE FUND TO THE MAYOR AND COMMISSIONERS PROMOTION ACCOUNT IN AN AMOUNT OF \$3,500 FOR THE STRATEGIC PLAN ACTION ITEM RELATED TO IMPACT POVERTY NEXT STEPS (MO # 2259 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).

MUNICIPAL ORDER(S)
PERSONNEL ACTIONS

Mayor Harless offered motion, seconded by Commissioner Wilson, that Personnel Actions for July 9, 2019, be adopted.

Adopted on call of the roll, yeas, McElroy, Watkins, Wilson, Mayor Harless (4). Nays, Abraham (1).

AXON ENTERPRISE AGREEMENT

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER APPROVING AN AGREEMENT WITH AXON ENTERPRISE, INC., FORMERLY KNOWN AS TASER INTERNATIONAL, LLC, FOR THE PURCHASE OF IN-CAR CAMERA EQUIPMENT, SOFTWARE LICENSING AND STORAGE AND BODY WORN-CAMERA SOFTWARE LICENSING AND STORAGE FOR THE POLICE DEPARTMENT IN AN AMOUNT OF \$513,830.52; RATIFYING THE EXECUTION OF AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR BODY-WORN CAMERA SOFTWARE LICENSING AND STORAGE FOR THE POLICE DEPARTMENT IN THE AMOUNT OF \$277,551.18 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME."

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5). **(MO # 2260 BK 11)**

July 9, 2019

BUILD GRANT APPLICATION

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO APPLY FOR A BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT THROUGH THE DEPARTMENT OF TRANSPORTATION FOR NATIONAL INFRASTRUCTURE INVESTMENTS TO DESIGN AND CONSTRUCT A RIVERPORT CONTAINER TRANSFER YARD, RIVERBOAT EXCURSION PIER & PLAZA, BIKE/PEDESTRIAN/BROADBAND LINKAGES FROM CONVENTION CENTER TO RIVERFRONT AND IMPROVEMENTS FOR THE PADUCAH TRANSIENT BOAT LANDING; AND AUTHORIZING AND DIRECTING THE GRANTS ADMINISTRATOR TO SUBMIT AN APPLICATION THROUGH THE APPLICATION PORTAL.”

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5). **(MO # 2261 BK 11)**

ORDINANCE(S) – ADOPTION

AMEND CODE OF ORDINANCES SECTION 2-211 REGARDING CITY DEPARTMENTS

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V “DEPARTMENTS”, SECTION 2-211 “ESTABLISHMENT”, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: 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. 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.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5). **(ORD # 2019-6-8582 BK 35)**

ORDINANCE(S) – INTRODUCTION

AMEND CODE OF ORDINANCES SECTIONS 18-61, 18-62 AND 18-63 TO ADJUST PERMIT FEES

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING SECTIONS 18-61, 18-62, and 18-63 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.” This ordinance is summarized as follows: In order to raise revenues, alleviate confusion and ensure fees are equitable in McCracken County, the City of Paducah has determined that an increase of building and/or electrical permit fees to be equivalent with McCracken County, Kentucky, is appropriate. This ordinance amends building permit minimum fees from \$20 to \$150 for new construction projects not exceeding \$35,000. The Table of fees is adjusted \$2.00 per \$1000 project value. Renovation, repair and miscellaneous work permit minimum fees are amended from \$20 to \$60 and a new table of fees is created. Electrical permit minimum fees are amended from \$20 to \$100 for work not exceeding \$23,000. The demolition fee for commercial property is amended from \$50 to \$100. Repeat inspection fee is amended from \$15 to \$25 per trip. The plan review section is repealed in its entirety. The occupancy inspection minimum fee is amended to a new flat fee of \$100. The full text of each section that imposes fees shall be published in accordance with KRS 83A.060.

July 9, 2019

COMMENTS

CITY MANAGER COMMENTS

- Request for qualifications are out for the sports facility as well as the indoor aquatic facility
- All City Employee Party will be on Monday, August 5th
- Michelle Smolen will present a comprehensive update on the Strategic Plan at the next Commission meeting
- Thanked Team Paducah for an excellent 4th of July celebration

PUBLIC COMMENTS

- Gill Auburn spoke about Pride
- Randy Beeler spoke about the Tilghman statue

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: proposed or pending litigation, as permitted by KRS 61.810(1)(c)

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

RECONVENE IN OPEN SESSION

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

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

ADJOURN

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

Meeting ended at approximately 6:49 p.m.

ADOPTED: July 23, 2019

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

July 23, 2019

Minute File:

1. Certificate of Liability Insurance – Burnett Homes, LLC

Deed File:

1. Quitclaim Deed – COP and Shawn and Renee McDermott - Unnamed City Street Closure (ORD 2019-8559)
2. Quitclaim Deed – COP and Mark Christopher Toren and Jessica Angell Toren – Unnamed City Street Closure (ORD 2019-8559)
3. Quitclaim Deed – COP and James and Melinda Bowens – Unnamed City Street Closure (ORD 2019-8559)

Contract File:

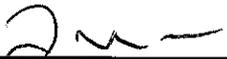
1. Repair Agreement between Commonwealth of Kentucky Transportation Cabinet, Department of Highways District 1 and City of Paducah – Exit 4 Closure (MO #2257)
2. Paducah Small Urban Area Study – Kentucky Transportation Cabinet
3. Trust Participation Agreement – Kentucky League of Cities Insurance Services – General Insurance Trust (MO #2258)
4. Declaration of Trust and Trust Participation Agreement for the Kentucky League of Cities Workers’ Compensation Trust (MO #2258)
5. Paducah Downtown Riverfront Redevelopment Project – TIF Application (ORD 2019-4-8569)
6. Agreement with Axon Enterprise, Inc. – in-car cameras and body cameras (MO #2260)

Financials File:

1. Paducah Water – Rate Increase 2019

CITY OF PADUCAH
July 23, 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

7/17/19

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
July 23, 2019**

NEW HIRES - FULL-TIME (F/T)

PLANNING	POSITION	RATE	NCS/CS	FLSA	EFFECTIVE DATE
Byers, Kathryn E.	Bussiness Development Specialist	24.04/Hr	NCS	Exempt	August 1, 2019

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

PARKS SERVICES	POSITION	RATE	NCS/CS	FLSA	EFFECTIVE DATE
Panor, Kathlyn	Lifeguard	\$8.37/Hr	NCS	Non-Ex	July 11, 2019
Johnson, Stephanie	Recreation Leader-Class Instructor	\$17/Hr	NCS	Non-Ex	July 25, 2019

POLICE OPERATIONS

Taylor, Serena	Telecommunicator	\$21.37/Hr	NCS	Non-Ex	July 18, 2019
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TERMINATIONS - FULL-TIME (F/T)

POLICE- SUPPORT SERVICES	POSITION	REASON	EFFECTIVE DATE
Morrison, Lourdes P.	Records Clerk II	Retirement	July 31, 2019

FINANCE

McClure, Douglas	Revenue Auditor	Resignation	June 21, 2019
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EPW - STREET

Breeden III, Allen D.	ROW Maintenance	Resignation	June 19, 2019
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TERMINATIONS - PART-TIME (P/T)/TEMPORARY/SEASONAL

PARKS SERVICES	POSITION	REASON	EFFECTIVE DATE
Hyde, Margarita	Recreation-Class Instructor	Deceased	June 27, 2019
Leggs, Erin	Pool Attendant	Termination	July 15, 2019
Trice, Santasia	Pool Attendant	Termination	July 15, 2019
Williams, Cymone	Pool Attendant	Termination	July 9, 2019

Agenda Action Form Paducah City Commission

Meeting Date: July 23, 2019

Short Title: Approve Change Order with Danny Cope and Sons Excavating, LLC to increase cost of demolition from \$587,160.00 to \$592,160.00 - **S KYLE**

Category: Ordinance

Staff Work By: Greg Cherry

Presentation By:

Background Information: The City Manager on behalf of the City entered into an Agreement for Demolition Services on February 21, 2019 with Danny Cope and Sons Excavating, LLC for \$573,000.00. By Ordinance No. 2019-2-8561 approved on February 25, 2019. On March 26, 2019 the City authorized Change Order #1 for welding support brackets to steel beams in wall next to Regions Bank building. The increased value is \$587,160.00 which was approved by Ordinance 2019-3-8567. June 25, 2019 Danny Cope and Sons Excavation, LLC submitted Change Order #2 - Additional brick work on the Regions side of the Kresge's Building - \$2,020.00 and Change Order #3 - Repairing three holes in parking lot from AT&T - \$750.00. The new total \$2,770.00.

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: Kresge Demolition Project Account

Account Number: MR0073

Staff Recommendation: To approve the increase of \$5,000.00 to the Kresge Building Demolition Project - MR0073.

Attachments:

1. Municipal Order
2. Change Order #2 & #3

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A CHANGE ORDER NO. 2 AND CHANGE ORDER NO. 3 TO THE AGREEMENT FOR DEMOLITION SERVICES WITH DANNY COPE AND SONS EXCAVATING, LLC, RELATING TO THE KRESGE BUILDING LOCATED AT 316, 318 & 320 BROADWAY IN AN AMOUNT OF \$2,770 AND AUTHORIZING FUTURE EXPENDITURES RELATED TO SAID AGREEMENT IN AN AMOUNT NOT TO EXCEED \$2,230 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, on February 19, 2019, several bricks fell from the façade of the former Kresge Building which created a public safety hazard; and

WHEREAS, the structural engineer assigned to the Kresge Building Demolition Project, Gardner Engineering Consultants, confirmed that the Kresge Building posed a threat to human life, as well as property damage, and recommended an emergency demolition of the facility; and

WHEREAS, the City Manager made a written determination that an emergency existed, with that declaration of emergency being ratified by the City Commission on February 26, 2019; and

WHEREAS, the City Manager entered into an Agreement for Demolition Services on February 21, 2019, on behalf of the City of Paducah with Danny Cope and Sons Excavating, LLC for \$573,000, with that Agreement being ratified by the City Commission on February 25, 2019 by Ordinance No. 2019-2-8561; and

WHEREAS, during demolition, an issue was encountered by Danny Cope and Sons that was not apparent until demolition began, resulting in a Change Order to the original Agreement being necessary, increasing the total cost of demolition from \$573,000 to \$587,160 as authorized by Ordinance No. 2019-3-8567; and

WHEREAS, additional funds are now needed for Change Order No. 2 which includes brick work on the Regions Bank side of the Kresge building in an amount of \$2,020 and Change Order No. 3 which includes the repair of three holes in the parking lot of the Kresge Building in an amount of \$750; and

WHEREAS, the Fire Prevention Division also requests authorization for additional expenditures in an amount not to exceed \$2,230 for additional funds related to the Kresge Demolition Project.

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

SECTION 1. Authorizations & Recitals. The City hereby authorizes and approves Change Order No. 2 in an amount of \$2,020 and Change Order No. 3 in an amount of \$750, as attached hereto as **Exhibit A**, with Danny Cope & Sons Excavating, LLC. Further the City hereby authorizes additional expenditures in an amount not to exceed \$2,230 for future additional work for the Kresge Demolition Project. These additions hereby increase the total amount of the cost of demolition of the building located at 316, 318 & 320 Broadway, known as the Kresge Building from \$587,160 to \$592,160. Further, the City hereby authorizes the Mayor to execute all documents related to same. These expenditures shall be charged to Project Account # MR0073.

SECTION 2. Effective Date. 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 July 23, 2019
Recorded by Lindsay Parish, Paducah City Clerk, July 23, 2019
MO\Kresge Demolition Change Order No. 2 & 3

EXHIBIT A

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF PAGES

TO (OWNER):
CITY OF PADUCAH

PROJECT:
KRESGE'S BUILDING/REGIONS BANK
318 BROADWAY
PADUCAH, KY 42001

APPLICATION NO: 1

PERIOD TO: 6/25/19

Distribution to:
X OWNER
X ARCHITECT
X CONTRACTOR

FROM (CONTRACTOR):
DANNY COPE & SONS EXCAVATING
52 CHRISTIAN COURT
BENTON KY 42025

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

Application is made for Payment, as shown below, in connection with the Contract
Continuation Sheet, AIA Document G703, is attached.

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner:	ADDITIONS	DEDUCTIONS
TOTAL		\$0.00
Approved this Month		
No.	DATE APPROVED	
		\$2,020.00
		\$750.00
TOTALS		\$2,770.00
Net change by Change Orders		\$2,770.00
		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$ 2,770.00
2. Net change by Change Orders	\$ 2,770.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 2,770.00
4. TOTAL COMPLETED & STORED TO DATE	\$ 2,770.00
(Column I on G703)	
5. RETAINAGE:	
a. Retainage on completed work @ 1C	\$ 0.00
(Col K of G703)	
b. Retainage on direct pay @ 10%	\$ 0.00
(Col I of DP G703)	
Total Retainage	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE	\$ 2,770.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$ 0.00
8. CURRENT PAYMENT DUE	\$ 2,770.00
9. BALANCE TO FINISH	\$ 0.00
(Line 3 less Line 4)	

CONTRACTOR:

By: Danny Cope DATE: 6-25-19

State of **Kentucky** County of **McCRACKEN**
Subscribed and sworn to before me this day of , 2019
Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has Progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CITY OF PADUCAH
 KRESGE'S BUILDING/REGIONS BANK

	A	B	C	D	E	F	G	H	I	J
1	CONTINUATION SHEET						APPLICATION NUMBER:		1	
2	APPLICATION AND CERTIFICATE FOR PAYMENT				JOB NUMBER:		PERIOD TO:		6/25/19	
3	Contractor's signed Certification is attached						APPLCATION DATE:		6/25/19	
4	in tabulations below, amounts are stated the nearest dollar.						ARCHITECTS PROJECT NC			
5	JOB:		KRESGE'S BUILDING DEMOLITION							
6	ITEM NO.	DESCRIPTION OF WORK	SCHEDULED	WORK	COMPLETED	MATERIALS	TOTAL	0.00%	BALANCE	RETAINAGE
7			VALUE	FROM	THIS	PRESENTLY	COMPLETED		TO FINISH	
8				PREVIOUS	PERIOD	STORED	AND STORED			
9				APPLICATION			TO DATE			
10										
11	1	CHANGE ORDER #2 INSPECTING BRICK NEXT TO KRESGE'S BUILDING	\$2,020.00	\$0.00	\$2,020.00	\$0.00	\$2,020.00	100.00%	\$0.00	\$0.00
12										
13	2	CHANGE ORDER #3 REPAIRING THREE HOLES IN PARKING LOT FROM AT&T	\$750.00	\$0.00	\$750.00	\$0.00	\$750.00	100.00%	\$0.00	\$0.00
14										
15										
16		TOTAL THIS PAGE	\$2,770.00	\$0.00	\$2,770.00	\$0.00	\$2,770.00	100.00%	\$0.00	\$0.00

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2019

Short Title: Approve Edwin J. Paxton Park Golf Board Contract in an amount of \$72,000 - **M THOMPSON**

Category: Municipal Order

Staff Work By: James Arndt, Mark Thompson

Presentation By: Mark Thompson

Background Information: This is an annual contract between the City of Paducah and Paxton Park Golf Course. This year's payment is \$72,000. It is divided into two equal payments.

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: Paxton Park Golf Board

Account Number: 10000106 580110

Staff Recommendation: Approval of the annual contract.

Attachments:

1. Municipal Order
2. Paxton Park City contract 07016019

MUNICIPAL ORDER _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH PAXTON PARK GOLF BOARD IN AN AMOUNT OF \$72,000 FOR SPECIFIC SERVICES AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS TO SAID BOARD

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized and directed to execute a contract with Paxton Park Golf Board in the amount of \$72,000 for specific services for the Paducah area. This contract shall expire June 30, 2020.

SECTION 2. This expenditure shall be charged to the General Fund - Paxton Park Golf Board - Account No. 1000 0106 580110

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

Mayor Brandi Harless

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 23, 2019
Recorded by Lindsay Parish, City Clerk, July 23, 2019
\\mo\contract-Paxton Park FY2020

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2019, by and between the **CITY OF PADUCAH** (“City”) and the **PAXTON PARK GOLF BOARD d/b/a PAXTON PARK MUNICIPAL GOLF COURSE** (“Paxton Park”).

WITNESSETH:

WHEREAS, Paxton Park Golf Course provides a quality public recreational facility to Paducah and McCracken County; and

WHEREAS, Paxton Park is a stop for many visitors to our area who travel through on I-24 as well as a destination for participants who travel to Paducah for the 30+ events hosted at the golf course each year. In addition, the facility hosts both Paducah Tilghman and McCracken County High School Golf Teams and players activities at no charge during the year. Paxton Park also gives away junior golf to deserving junior players and hosts many nonprofit fundraisers during the course of the season. and

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

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

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2020.

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

SECTION 3: OPERATIONS PAYMENT - Upon receipt of an invoice from Paxton Park, the City shall pay the Paxton Park total amount of \$72,000 in two equal payments of \$36,000. The first will be made within two weeks of the signing of this contract by all parties and the second upon receipt of the annual financial statement audit, as referenced in Section 5 D of this contract. In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES Paxton Park will continue to provide Paducah/McCracken County with a quality public golf facility, as well as support local youth golf activities and community-enhancing activities at the facility.

SECTION 5: ACCOUNTING

- (A) Paxton Park shall conduct all accounting, payroll, and financial management on the project and will continue to provide copies of monthly financial reports to the Director of Parks and Leisure Services.
- (B) Paxton Park shall supply to the City Manager a copy of the complete financial report for the Calendar Year of 2019 following review and approval of the report(s) by the Paxton Park Board of Directors, to be submitted no later than January 31, 2020.
- (C) Paxton Park shall furnish the City a Report that lists all of the tournaments and special event activities sponsored and conducted during the Calendar Year.
- (D) Paxton Park Golf Board (d/b/a Paxton Park Municipal Golf Course), shall supply an annual financial statement audit within 2 weeks of its completion.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Paxton Park are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

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

CITY OF PADUCAH

Brandi Harless
Mayor

**PAXTON PARK GOLF BOARD
d/b/a PAXTON PARK MUNICIPAL GOLF COURSE**

DANIEL MULLEN
Director of Golf & Operation

Rick Loyd, Chairman
Paducah Golf Commission

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2019

Short Title: Approve application for the 2020 National Endowment for the Arts, Art Works grant program in the amount of \$27,000 for the development and implementation of a Creative Entrepreneurship Program - **M TOWNSEND**

Category: Municipal Order

Staff Work By: Nelvin Howell, Melanie Townsend, Lindsay Parish

Presentation By: Melanie Townsend

Background Information:

The National Endowment for the Arts (NEA) offers grants to nonprofit, tax exempt 501(c)(3), U.S. organizations; units of state or local governments; or federally recognized tribal communities or tribes to support artistically excellent projects that celebrate creativity and cultural heritage. These grants support artistically excellent projects that celebrate our creativity and cultural heritage, invite mutual respect for differing beliefs and values, and enrich humanity. Matching grants generally range from \$10,000 to \$100,000. A minimum cost share/match equal to the grant amount is required.

Local governments operating as Local Arts Agencies are eligible to apply for these 50/50 matching grants. Local Arts Agencies provide programs and services to help support and enable arts and culture at the local level. The City of Paducah through its many partnerships with and support of local art organizations qualifies as a Local Arts Agency under the NEA guidelines. Project types eligible for support include Programming and Services to the Field. The City of Paducah plans to apply under the Services to the Field category.

The City of Paducah proposes the development and implementation of a Creative Entrepreneurship program consisting of 5-7 classes designed to assist creative industry entrepreneurs with starting and running a small business. The seminar of classes will be presented over a 3-4 day time frame and will include, but not limited to, business plan development, product development, small business taxes and bookkeeping, and marketing. The classes will be taught by qualified individuals. The seminar will be offered 3 times per year.

The grant application will include financing for the first year (3 seminars) of programming. Costs include salary offset for City personnel to organize, manage and facilitate the seminar, consultants fees, travel expenses for consultants, and administration costs associated with the seminar.

The estimated cost of the first full year of seminars is \$54,000. The City of Paducah will request \$27,000 from the NEA Art Works grant program. A local match of \$27,000 will be required.

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

If yes, please list the Action Step Item Codes(s): A2: Recognize, promote & encourage creative industry growth.

Funds Available: Account Name: Investment Fund

Account Number: 2400 0401 523070

Staff Recommendation: Authorize the mayor to execute all grant application documents and authorize the grants administrator to submit the grant application via the NEA grant portal.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ART WORKS PROGRAM GRANT APPLICATION THROUGH THE NATIONAL ENDOWMENT FOR THE ARTS (NEA) FOR FUNDS IN THE AMOUNT OF \$27,000, FOR THE DEVELOPMENT AND IMPLEMENTATION OF A CREATIVE ENTREPRENEURSHIP PROGRAM AND AUTHORIZING THE GRANTS ADMINISTRATOR TO SUBMIT THE GRANT APPLICATION

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

SECTION 1. The Mayor is hereby authorized to execute a grant application through the National Endowment for the Arts (NEA) in the amount of \$27,000, to be used for the development and implementation of a Creative Entrepreneurship Program in Paducah. A local match of \$27,000 is required which has been appropriated in the Investment Fund Account No. 2400 0401 523070.

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, July 23, 2019
Recorded by Lindsay Parish, City Clerk, July 23, 2019
\\mo\grants\app-NEA Creative Entrepreneurship

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2019

Short Title: Purchase of Solid Waste Dumpsters for the FY2020 from Municipal Equipment, Inc., Utilizing the Kentucky State Contract - **R MURPHY**

Category: Municipal Order

Staff Work By: Pam Souder, Chris Yarber

Presentation By: Rick Murphy

Background Information:

Municipal Equipment, Inc. is the current Vendor listed on the Commonwealth of Kentucky's Contract for the purchase of solid waste dumpsters. The Engineering-Public Works Department, Solid Waste Division is in need of new dumpsters to be utilized by commercial businesses within the City and would like to utilize the existing Kentucky State Contract for this purchase. Every year, an amount is allocated toward dumpster purchases in the annual commercial refuse replacement budget. Therefore, we are requesting authorization to order the required dumpsters along with additional replacement parts and lids during the 2020 Fiscal Year in an amount not to exceed the budgeted amount of \$130,000.00. The Kentucky Master Agreement number is MA-758-1600000557-5.

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: Solid Waste Fund - Non Rolling Stock -Equipment Other

Account Number: 50002210 542190

Staff Recommendation:

To adopt an Ordinance authorizing the purchase of Solid Waste Dumpsters for the FY2020 utilizing the Kentucky state contract price from Municipal Equipment, Inc., in an amount not to exceed \$130,000.00.

Attachments:

1. Municipal Order
2. MA From Municipal Equipment

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF DUMPSTERS, LIDS AND REPLACEMENT PARTS IN AN AMOUNT NOT TO EXCEED \$130,000 FOR FY2020 FOR UTILIZATION BY COMMERCIAL BUSINESSES WITHIN THE CITY OF PADUCAH

WHEREAS, this equipment is available under State Contract No. MA-758-1600000557-5 and competitive bidding is not required.

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

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute purchase agreements and the Finance Director to make payment to Municipal Equipment, Inc., for the purchase of various sized dumpsters, lids and replacement parts for the 2019-2020 fiscal year, in an amount not to exceed the City's budgeted amount of \$130,000. These containers and accessories will be used by commercial businesses within the City limits of Paducah served by the Solid Waste Division, Engineering-Public Works Department. This purchase is made in compliance with the Kentucky State Purchasing Contract.

SECTION 2. This expenditure shall be charged to Solid Waste Fund-Non Rolling Stock-Equipment Other, account number 50002210-542190.

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

Mayor Brandi Harless

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 23, 2019
Recorded by Lindsay Parish, City Clerk, July 23, 2019
\\mo\dumpsters 7-2019



Commonwealth of Kentucky

MASTER AGREEMENT MODIFICATION

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 160000557

Effective Date: 12/4/15

Record Date: 12/4/18

Expiration Date: 12/3/19

Procurement Folder: 14470

Document Description: Recycling Equipment and Supplies

Procurement Type: Standard Goods and Services

Cited Authority: Competitive Sealed Bidding-Goods and Services

Version Number: 2

CONTACT INFORMATION

ISSUER:

Daniel Salvato
502-564-5862
daniel.salvato@ky.gov

REASON FOR MODIFICATION

Renewal per the terms and conditions of the master agreement. Both parties agree to renew. One renewal option remaining on the master agreement. There are no changes.

VENDOR INFORMATION

Name /Address:

Contact:

KY0001281: MUNICIPAL EQUIPMENT INC
6305 OLD SHEPHERDSVILLE
LOUISVILLE KY 40228

CHERYL JAMES
502-962-9527

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$0.00			\$0.00

Recycling Equipment, Machines, and Supplies

Extended Description:

The Commonwealth issues this Master Agreement for Recycling Equipment and Supplies from Municipal Equipment, Inc.. Various products from the following manufacturer lines are offered through this contract: Otto Recycling, Perkins Cart Lifts, Baker Waste Equipment, Shaefer Waste Technology, Wastequip, Marathon Nexgen, New Way, Wayne, PacMac, Elgin, GVM. Commonwealth state agencies may access the discount percentage catalog available in eMars. All other interested parties may obtain applicable discount percentages by contacting: Vendor POC: Municipal Equipment Mike Coriell 502-962-9527 mequip@iglou.com NOTE: Shipments are to be FOB destination. Freight is to be based on actuals and is to be prepaid and added to invoice. A copy of freight bill or other document verifying freight / delivery charges must accompany each invoice.

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**Master Agreement
MA 758-160000557
Terms and Conditions**

Section 1

Scope of Contract

**The Office of Procurement Services issues this Master Agreements for:
Recycling Equipment and Supplies.**

Section 2

Agencies to be Served

All State Agencies

Section 3

Political Subdivisions

Under Kentucky Statutes, political subdivisions of this State including counties and school districts may participate in All State Agency Contract Agreements to the same extent as agencies of the Commonwealth

Section 4

Initial Contract Period

This Contract shall be for the initial period of one (1) year from the date of award.

Section 5

Renewal Clause – Optional Renewal Period

The Contract may be extended at the completion of the initial Contract period for four (4) additional one-year periods. This extension must have the written approval of the Vendor and the Office of Procurement Services. If the Contract provides for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The Vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions

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cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Section 6

Pricing

Pricing is established based on a percentage of discount off Manufacturer's List price. See Master Agreement Data Catalog.

Section 7

FOB Basis of Shipment- Destination

Shipments are to be FOB destination. Freight charges are to be based on actuals and are to be prepaid and added to invoice. A copy of freight bill or other document verifying freight / delivery charges must accompany each invoice.

Section 8

Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the Contract shall remain firm for the contract period subject to the following:

A: Price Increases: A price increase will not be allowed during the first twelve (12) months of the contract. Only one (1) price increase will be allowed during subsequent Contract periods. The price increase must be based on industry wide price changes. The Contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the Contract holder may withdraw from the Contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the Vendor must continue service, at the Contract prices, until a new Contract can be

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established (usually within sixty (60) days).

B: Price Decreases: The Contract price shall be reduced to reflect any industry wide price decreases. The Contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

C: Extended Contract Periods: If the Contract provides for an optional renewal period, a price adjustment may be granted at the time the Contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

Section 9

Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices quoted in response to this Solicitation.

Section 10

Agreement between Parties

The bidder agrees that this contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter.

It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the Office of Procurement Services.

Section 11

Post Contract Agreements

This Contract shall constitute the entire agreement between the State and awarded Contractor. State agencies utilizing this Contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms

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of this Contract. Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

Section 12
Equipment

The Commonwealth recognizes the rapid advancement of technology. If the bidder can provide new equipment of advanced technology after the award of the Contract, the Commonwealth and the bidder may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award Contract.

Section 13
Equipment /Condition

Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and the latest or current year model and be in first class condition. Any unit failing to meet the foregoing requirements shall be returned to the contractor, at their expense, and replaced with a new unit.

Section 14
Manuals

Instruction and operating manuals shall be furnished for all equipment installed.

Section 15
Distribution of Literature

Upon request, the Vendor shall furnish State agencies and other public bodies with descriptive literature and service information for items awarded.

Section 16
Quantity Basis of Contract – Estimated Quantities

Any and all quantities mentioned in Solicitation RFB 758-1600000365

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were purely estimates, and are not to be implied nor inferred as being guarantees. The State is obligated to buy only that quantity needed by its agencies during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

Section 17

Cancellation Clause – 30 Days Notice

The Commonwealth may cancel this contract by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Office of Procurement Services canceling the contract.

Section 18

Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

Section 19

Service Performance

All services performed under contract shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the

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acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Major deviations of services performed will not be made without the written approval of the Office of Procurement Services. Problems that arise under any aspect of performance should first be resolved between the Vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Office of Procurement Services for settlement.

Section 20

Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the Vendor, to this Contract. The Office of Procurement Services to effect this change will issue a Contract Modification. Until such time as the Vendor receives a Modification, the Vendor shall not accept Delivery Orders from any agency referencing such items or services.

Section 21

Governmental Restrictions

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify the Office of Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

Section 22

Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered

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and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

It is permissible for vendors to offer financing or a payment lease for items purchased. Financing or lease agreements shall be finalized prior to final execution of an order against an established Master Agreement.

Section 23

Inspection/Evaluation

All services shall be subject to inspections, evaluations or tests by the Commonwealth. In the services are not in conformity with specified requirements, the Commonwealth shall have the right to reject the services and require acceptable correction at the Vendor's expense.

Section 24

Vendor's Report

Vendor shall furnish the Commonwealth buyer of record, Office of Procurement Services, a report showing the volume of ALL sales against the Contract annually 90 days prior to the expiration of the Master Agreement contract period. The report shall include the Commonwealth, it's using agencies, political subdivisions and university purchases. This report may be the vendor's computer printout sheet or form. This shall apply to all items, which are to become a part of this contract. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services.

Section 25

Subcontracts

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The Contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor.

Any issues that arise as a result of this relationship shall be resolved by the prime contractor. All references to the Contractor shall be construed to encompass both the Contractor and any subcontractors of the Contractor.

Section 26

Equal Employment Opportunity Act

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act. A copy of the EEO forms may be obtained by downloading them from the Finance and Administration Cabinet's website at

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>.

See Attachment #4.

Direct coordination with the EEO Office is approved to discuss EEO requirements and forms. Their phone number is (502) 564-2874 and fax (502) 564-1055.

The Commonwealth will review the EEO Forms (or equivalent, if applicable) upon receipt. If a Vendor is under-utilized or in non-compliance, the Vendor shall receive notification from the Commonwealth. The Vendor shall have five (5) days from receipt of such notice to submit an affirmative action plan. Failure to submit an affirmative action plan within the timeframe specified may result in the disqualification of the Vendor's response. In any event, a Vendor shall not be eligible for an award of contract without being in compliance with the

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EEO requirements. If the Vendor is exempt from submitting the EEO Forms, the Vendor must state such in the bid. Exemption from EEO Form submission, under KRS 45.590, does not obviate any other requirements of KRS 45.570.

**Section 27
Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this Contract shall be brought in state or federal court in Franklin County, Kentucky.

**Section 28
Provisions for Termination of the Contract**

Any Contract resulting from this Solicitation shall be subject to the termination

**Section 29
Access to Records**

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

**Section 30
Discrimination**

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Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations.

The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation,

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gender identity, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

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7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Section 43

ALL PROVISIONS OF SOLICITATION RFB 758-1600000365 ARE HEREBY INCORPORATED

Section 44

Administrative Fees

The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky based on sales to any customer eligible to purchase from this Master Agreement and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky-Office of Procurement Services for an amount equal to one percent (1%) of the net sales (less any returns, credits or

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adjustments) under this Master Agreement for the period. Fees shall be paid 45 days after the close of the quarter. Check to be mailed to the Office of Procurement Services, [702 Capitol Ave.](#), New Capitol Annex, Room 095, Frankfort, KY 40601.

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2019

Short Title: Purchase of Solid Waste Roll Outs Containers for the FY2020 from Toter, LLC Utilizing the National IPA Contract - **R MURPHY**

Category: Municipal Order

Staff Work By: Pam Souder, Chris Yarber

Presentation By: Rick Murphy

Background Information:

Toter, LLC, is the current Vendor listed on the National IPA Contract for the purchase of solid waste roll out containers. The Engineering-Public Works Department, Solid Waste Division is in need of new roll out containers to be utilized by roll out customers within the City and would like to utilize the existing National IPA contract for this purchase. Every year, an amount is allocated toward roll out container purchases in the annual residential refuse replacement budget. Therefore, we are requesting authorization to order the required roll outs along with additional replacement parts and lids during the 2020 Fiscal Year in an amount not to exceed the budgeted amount of \$90,000.00. The National IPA Contract number is 171717.

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: Solid Waste Fund-Non Rolling Stock-Equipment Other

Account Number: 50002209 542190

Staff Recommendation:

To adopt a Municipal Order authorizing the purchase of Solid Waste Roll Out Containers for the FY2020 utilizing the National IPA contract price from Toter, LLC, in an amount not to exceed \$90,000.00.

Attachments:

1. Municipal Order
2. MEMO RE PROCUREMENT OF ROLL OUT CONTAINERS (00213889x9D931)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF ROLL-OUT CONTAINERS, LIDS AND ADDITIONAL REPLACEMENT PARTS FROM TOTER, INC., IN AN AMOUNT NOT TO EXCEED \$90,000.00 FOR THE ENGINEERING-PUBLIC WORKS SOLID WASTE DIVISION

WHEREAS, the Engineering-Public Works Solid Waste Division is in need of new roll-out solid waste containers for distribution to the citizens of Paducah as required for solid waste pick-up; and

WHEREAS, this equipment is available under National Intergovernmental Purchasing Alliance (IPA) Contract Number 171717, and, therefore, competitive bidding is not required; and

WHEREAS, in order to allow the purchase for additional roll-outs, lids and replacement parts as necessary throughout the fiscal year, the Solid Waste Division is requesting that authorization be given to allow purchases in an amount not to exceed \$90,000.

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

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to make payment to Toter, Inc., for the purchase of roll-out refuse containers, lids and replacement parts for the 2019-2020 fiscal year, in an amount not to exceed the City's budgeted amount of \$90,000 and authorizes the Mayor to execute all documents related to same. These containers and accessories will be used by customers within the City limits of Paducah served by the Solid Waste Division, Engineering-Public Works Department. This purchase is made in compliance with the National Intergovernmental Purchasing Alliance (IPA) Contract Number 171717.

SECTION 2. This expenditure shall be charged to the Solid Waste Fund –Non Rolling Stock-Equipment Other, account number 50002209-542190.

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

Mayor Brandi Harless

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 23, 2019
Recorded by Lindsay Parish, City Clerk, July 23, 2019
\\m\refuse-rollout containers 7-2019



Paducah Bank Building, Suite 301
555 Jefferson Street
P.O. Box 969
Paducah, Kentucky 42002-0969
TELEPHONE: (270) 450-8253
FACSIMILE: (270) 450-8259

MEMORANDUM

TO: Chris Yarber, City of Paducah

FROM: Lisa Emmons, Holly Homra

DATE: August 30, 2018

RE: Procurement of Roll-Outs for Solid Waste

You have inquired about whether the City of Paducah may purchase roll-out trash receptacles from the National Intergovernmental Purchasing Alliance without placing this contract out for bids. After researching this issue, we have determined that the City may do so.

The National Intergovernmental Purchasing Alliance (National IPA) is a cooperative purchasing organization that works with governmental entities to competitively bid and award contracts for the purchase of services and supplies. Contracts are bid in accordance with state procurement requirements so that they can be used by many types of governmental entities, including states, counties, cities, special agencies, and educational institutions. To do this, National IPA partners with “lead agencies” which prepare a Request for Proposals (RFP) for specific services or supplies. Vendors then competitively bid on these RFPs, and a contract is awarded to the best bidder. Once a contract is awarded, all participating governmental agencies can deal directly with the successful vendor, using the National IPA contract.

The Kentucky Model Procurement Code allows cooperative purchasing of this nature. Pursuant to the Code, a public purchasing unit (here, the City of Paducah) may participate in a cooperative purchasing agreement with another public purchasing unit or foreign purchasing activity (here, the National Intergovernmental Purchasing Alliance) for the acquisition of any supplies or services. *See*, KRS 45A.300. By opting into the National IPA, the City has entered into a cooperative purchasing agreement and can use this agreement to purchase the above-mentioned roll-out receptacles and any other products offered through National IPA without having to use its own time and resources to put these contracts out for bids.

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2019

Short Title: Amend Code of Ordinances Sections 18-61, 18-62 and 18-63 to adjust permit fees and charges in the Fire Prevention Division - **S KYLE**

Category: Ordinance

Staff Work By: Les Fugate, Steve Kyle

Presentation By: Steve Kyle

Background Information: Fees were studied as a part of revenue enhancement. The committee that studied revenue enhancement recommended that we raise fees that don't match the county's fees currently. The attached fee schedule only addresses raising the fees that were below the county's fees.

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 an ordinance amending Sections 18-61 through 18-63 of the Paducah Code of Ordinances to increase fees related to permitting to match McCracken County's fees.

Attachments:

1. Ordinance
2. Summary of Ordinance change Section 18

ORDINANCE NO. 2019-____ - _____

AN ORDINANCE AMENDING SECTIONS 18-61, 18-62, and
18-63 OF THE CODE OF ORDINANCES
OF THE CITY OF PADUCAH

WHEREAS, the City of Paducah has not increased its building and/or electrical permit fees since 1980; and

WHEREAS, McCracken County, Kentucky's building and/or electrical permit fees are in excess of the City of Paducah's permit fees; and

WHEREAS, in order raise revenues, alleviate confusion and ensure fees are equitable in McCracken County, the City of Paducah has determined that an increase of building and/or electrical permit fees to that equivalent with McCracken County, Kentucky is appropriate.

NOW THEREFORE, be it ordained by the City of Paducah:

SECTION 1. That Section 18-61 is hereby amended to read as follows:

Sec. 18-61. - Issuance of permits; permit fees.

- (a) The Building and/or Electrical Inspector shall, upon their approval of plans and specifications for buildings and structures and components therein, in accordance with the provisions of the building codes adopted by this chapter and all laws and ordinances relating to the same subject matter, issue a permit required by said building codes to the applicant therefor upon the payment to the City of the fees set forth in subsection ~~(e) and (g)(d)~~ of this section based upon the value of construction, alteration or repair of the building or structure, **as determined with building valuation data**, less the contract price of the electrical contract as determined in subsection (b) of this section **and, less the contract price of the HVAC contract as determined by subsection (c) of this section.** ~~A credit against the fee shall be given for the fee paid for plan review under section 8-48 when said plan review fee is paid on the building for which the building permit is issued.~~
- (b) For making electrical inspections as provided in this article, there shall be a charge for electrical contractors, where the contract price can be determined and verified **or based upon the value of construction, alteration or repair**, as set forth in subsection (f)~~(d)~~ of this section., ~~based on the electrical contract. For all other electrical inspections, the fees shall be charged as set forth in subsection (e) of this section.~~
- (c) **For making HVAC inspections as provided in this chapter, there shall be a charge for HVAC contractors, based upon the value of initial installation, alteration, replacement and repairs as set forth by the Department of Housing Building and Construction, HVAC division.**

(d)(e) The Fire Prevention Division shall issue permits for the demolition, wrecking, razing or moving of buildings or other structures, as required by the codes adopted by the City, when the applicant therefor has complied with provisions of the codes adopted by the City and adopted by this Code and all laws and ordinances relating to the same subject matter, and has paid to the City a fee of \$50.00 for one and two family dwellings and \$100.00 for all other uses. All demolition permits shall expire at the end of sixty (60) days. All applicants for a demolition permit shall provide the Fire Prevention Division a site at which all nonsalvageable materials will be dumped. A certificate of liability insurance in the minimum amount of \$100,000.00 combined single limit for personal injury and property damage shall be required when the building being demolished is within five feet of any building owned by another person. All demolitions shall include all material above and below grade, covered with dirt, seeded and fertilized, except as hereinafter provided. If the slab is touching a party wall, the owner may, instead of removing the slab, provide a solid screening barrier of appropriate size approved by the Fire Prevention Division, along the portions of the property adjoining rights-of-way. A sewer disconnect permit shall be obtained from the Paducah McCracken County Joint Sewer Agency to cap or plug all sewer connections. All sewer connections related to a permitted demolition shall be properly plugged and inspected by the Fire Prevention Division prior to abandonment.

(e)(d) Building permit fees for new construction and additions subject to minimum or flat fees below: Subject to the minimum fees set out in subsection (e) of this section:

- (1) If the value is less than \$35,000.00, the fee shall be ~~\$20.00~~ 150.00.
- (2) If the value is more than \$35,000.00, the fee shall be ~~\$20.00~~ 150.00 for the first \$35,000.00, plus \$4.00 for each additional \$1,000.00 or fractional part thereof, up to and including \$100,000.00.
- (3) If the value is more than \$100,000.00, up to and including \$500,000.00, the fee shall be ~~\$408~~10.00 plus \$3.00 for each additional \$1,000.00, up to and including \$500,000.00.
- (4) If the value is more than \$500,000.00, up to and including \$10,000,000.00, the fee shall be ~~\$1,608~~10.00 plus \$1.00 for each \$1,000.00, up to and including \$10,000,000.00.
- (5) If the value is more than \$10,000,000.00, the fee shall be \$11,10810.00 plus \$0.50 for each \$1,000.00 thereafter.

One and Two Family Residential Building Flat / Minimum Permit Fee Schedule

WORK	Flat Fee	Minimum Fee
Accessory Buildings	\$60.00	
Swimming Pool	\$75.00	
Fence	\$60.00	
Mechanical (venting, gas lines, exhaust, other)	\$60.00	
Renovations/ Repairs		\$60.00 (g)
Residential Generator (Fuel Gas)	\$75.00	
Decks / Patios / Skirt walls		\$60.00 (g)

Miscellaneous Permit Fee Schedule

WORK	Flat Fee	Minimum Fee
Tents/Canopy/Stand	\$60.00	
Kiosk		\$60.00 (g)
Property Maintenance	\$60.00	
Signs		\$60.00 (g)
Other commercial (remodels, repairs & work not specifically referenced)		\$60.00 (g)

- (f) ***Electrical Permit fees subject to minimum or flat fees below:***
- (1) If the value is less than \$23,000.00, the fee shall be \$100.00.**
 - (2) If the value is more than \$23,000.00, the fee shall be \$100.00 for the first \$23,000.00, plus \$4.00 for each additional \$1,000.00 or fractional part thereof, up to and including \$100,000.00.**
 - (3) If the value is more than \$100,000.00, up to and including \$500,000.00, the fee shall be \$408.00 plus \$3.00 for each additional \$1,000.00, up to and including \$500,000.00.**
 - (4) If the value is more than \$500,000.00, up to and including \$10,000,000.00, the fee shall be \$1,608.00 plus \$1.00 for each \$1,000.00, up to and including \$10,000,000.00.**
 - (5) If the value is more than \$10,000,000.00, the fee shall be \$11,108.00 plus \$0.50 for each \$1,000.00 thereafter.**

Miscellaneous Electrical Permit Fee Schedule

WORK	Flat Fee	Minimum Fee
Residential Accessory Buildings		\$60.00 (g)
Residential Partial Rewire / Service upgrade/ Repairs		\$60.00 (g)
Residential Temporary services/ Manufactured Home Service		\$60.00 (g)
Residential Generator	\$75.00	
Residential Pool / Hot Tub	\$60.00	
Property Maintenance (with rewire)	\$100.00	
Property Maintenance (without rewire)	\$60.00	
Tents/Canopy/Stand		\$60.00 (g)
Electric for Sign		\$60.00 (g)
Railroad / Utility services / Kiosk		\$60.00 (g)

(g) Miscellaneous permit fees with \$60 minimum:

- (1) If the value is less than \$13,000.00, the fee shall be \$60.00.
- (2) If the value is more than \$13,000.00, the fee shall be \$60.00 for the first \$13,000.00, plus \$4.00 for each additional \$1,000.00 or fractional part thereof, up to and including \$100,000.00.
- (3) If the value is more than \$100,000.00, up to and including \$500,000.00, the fee shall be \$408.00 plus \$3.00 for each additional \$1,000.00, up to and including \$500,000.00.
- (4) If the value is more than \$500,000.00, up to and including \$10,000,000.00, the fee shall be \$1,608.00 plus \$1.00 for each \$1,000.00, up to and including \$10,000,000.00.
- (5) If the value is more than \$10,000,000.00, the fee shall be \$11,108.00 plus \$0.50 for each \$1,000.00 thereafter.

(h)(e) Other fees: ~~The minimum fee for all electrical inspections shall be:~~

- ~~(1) — Call-back inspections and all others, per trip: \$15.00.~~
- ~~(2) — Single-family units, two (2) inspections: \$60.00.~~
- ~~(3) — Multifamily units, up to eight (8) units, two (2) inspections per unit: \$50.00 per unit.~~
- ~~(4) — Temporary wiring as provided elsewhere in this article, for lights and power, which is not a power company temporary, or provided for in subsection (d) of this section: \$20.00.~~

- ~~(1)~~(5) For each additional inspection trip required to be made due to permittee's failure to comply with all ~~electrical~~ codes and standards of safety, each trip: \$25~~15~~.00.
- ~~(2)~~(6) For all work performed on Sundays, holidays and after regular working hours, at the request of the permittee, all fees heretofore numerated shall be doubled.
- ~~(3)~~(7) The Fire Chief or designee is hereby authorized to and shall have the responsibility for setting a reasonable inspection fee for any wiring, device, apparatus, appliance or equipment which is not specifically covered herein.
- (i)(f) In the event that any construction, razing or moving of any building or structure is commenced before a permit is issued for the same by the Fire Prevention Division, a penalty shall be charged for the issuance of a permit in addition to the regular fee, as required by the Kentucky Building and Residential Code.

SECTION 2. That Section 18-62 is hereby amended to read as follows:

Sec. 18-62. – Reserved Fees for examination and approval of plans.

~~(a) — The Fire Prevention Division, upon application being made for approval or disapproval of plans and specifications for buildings in accordance with the Kentucky Building Code and the Kentucky Residential Code and all other laws and ordinances relating thereto, shall collect a fee for the City as follows:~~

~~(1) — New construction Plan review fees.~~

~~a. — New construction Plan review fees for the City will be based one-tenth of one percent or 0.001 of the cost of construction per square foot. The costs per square foot for occupational uses are:~~

Per Square Foot

Residential \$20.00

Assembly occupancies:

Nightclubs/restaurants 35.00

All other assembly 30.00

Educational 20.00

Day care centers 20.00

Business 20.00

Mercantile 20.00

~~Industrial factories 20.00~~

~~Warehouses 11.00~~

~~Institutional 25.00~~

~~Frozen food plants 20.00~~

~~High hazard 30.00~~

~~All other nonresidential 20.00~~

~~b. For additions to existing buildings that will not involve a change of use for the entire building, or result in any other situation which would require the entire building to conform to the Kentucky Building Code, then only the cost of the additional square footage will be used to calculate the fee.~~

~~c. For an existing building that will result in a change of use or occupancy, the rate will be based upon the new occupancy use and the total square footage for the entire building or structure will be used to calculate the fee.~~

~~d. For any alterations or repairs as set out in article 1, section 1, paragraph (9), article 1, section 4, and article 1, section 6 of the Kentucky Building Code, a fee will be charged. The owner or owner's representative will submit the contractor's costs and the 0.001 multiplier will be applied to that figure to determine the fee.~~

~~e. Plan review and inspection fees will be included with plans at the time of submission for approval. The Building and/or Electrical Inspector will check all plans prior to review to ensure that the proper fees have been paid.~~

~~(2) Automatic sprinkler review fee and all other fire protection devices. The fee for the sprinkler review is based on the number of sprinkler heads in the system and the same as the Kentucky Building Code.~~

~~(b) All approval of plans shall expire upon adoption of a new edition of the KBC or KRC unless permits have been obtained and are in good standing at the time of adoption.~~

SECTION 3. That Section 18-63 is hereby amended to read as follows:

Sec. 18-63. —Occupancy inspection fees.

(a) The Fire Prevention Division shall provide inspections for compliance with the Kentucky Building Code and the Kentucky Residential Code adopted by the City, and, whenever the inspections are made for issuing a certificate of occupancy or compliance, whether for new or old construction, except new construction in which compliance with plans and specifications only is sought for which other fees are to be paid, the Inspector shall collect a

fee of ~~\$100.00~~**\$25.00** for inspection of buildings ~~up to two thousand (2,000) square feet of floor space, plus \$10.00 for any portion of the next two thousand (2,000) square feet of floor area, and \$5.00 for each additional two thousand (2,000) square feet of area~~ or any part thereof, for the inspection and certificate.

~~(b) In the event of the finding of noncompliance, the Inspector shall collect a fee of \$10.00 for each reexamination plus \$1.00 for each item to be reexamined in excess of one. No certificate so issued shall be construed as a guarantee against any defects, faulty material or workmanship or any hazard which may exist on the inspected property, nor shall any certification be a guarantee against future noncompliance with any code when a change in condition or adoption of a stricter code subsequently occurs.~~

~~(c) Inspectors employed by the City or agencies of the City to make inspections in federally assisted project areas are hereby authorized to provide inspections for compliance with the Kentucky Building Code within the project areas; provided, however, that any inspectors performing services relating to any specific code must be adequately qualified and where required must possess any necessary certificates or licenses as may otherwise be required of Building and/or Electrical Inspectors of the City. Any inspectors employed for service in such federally assisted project areas shall be responsible for coordinating their activities with the Deputy Chief/Fire Marshal of the Fire Prevention Division and to assist in seeing that all improvements and alterations are properly permitted and generally that all applicable provisions of this Code and any other ordinances of the City and statutes of the Commonwealth are complied with.~~

SECTION 4. Effective Date. This ordinance shall be read on two separate days and will be published pursuant to KRS 83A.060 and KRS Chapter 424. Rate and fee changes will take effect on September 1, 2019.

Brandi Harless, Mayor

ATTEST:

City Clerk

Introduced by the Board of Commissioners, July 9, 2019
Adopted by the Board of Commissioners, _____, 2019
Recorded by City Clerk, _____, 2019
Published by *The Paducah Sun*, _____, 2019
Ord\18-61 Fire Prevention permit fees
Ordinance prepared by Stacey Blankenship
230097

Ordinance change Section 18

Summary:

The proposed changes to Section 18 of the City of Paducah Code of Ordinances are intended to: clarify the values used to determine the cost of construction, clarify the separation of fees for the State mandated HVAC permits, and bring Paducah's minimum fees up to the level of McCracken County.

Building permit minimum fees were changed from \$20 to \$150 for new construction projects not exceeding \$35,000. The table of fees was adjusted \$2 per 1000 to accommodate, but the \$4, \$3, \$1 & \$0.50 incremental structure was left unchanged.

Renovation, repair and miscellaneous work permit minimum fees were changed from \$20 to \$60, with a few flat fee exceptions closely matching the County's fee structure. A new table of fees was created for the \$60 minimum with an incremental structure matching the building and electrical tables.

Electrical permit minimum fees were changed from \$20 to \$100 for work not exceeding \$23,000. The table of fees with \$4, \$3, \$1 & \$0.50 incremental structure was left unchanged. There are some flat fees below the \$100 minimum for minor work, again with the intent to closely match the County system.

A change was made to the demolition fee for commercial property demolitions increasing the fee from \$50 to \$100. Residential demolition fee was unchanged.

A change was made to the repeat inspection fee section. Inspections failing to comply under initial inspection can be assessed a fee of \$25 per trip. This was a change from \$15 per trip.

The plan review section has been deleted in its entirety. The deletion removes the requirement to collect plan review fees and then apply them toward permit fees.

A change was made to the occupancy inspection fee section. The change raises the minimum fee and removes the calculation based upon square footage with incremental fee structure. The new flat fee is \$100. This fee is for changes of occupancy or use, projects with work requiring permit are exempt from this fee.

Respectfully,

Les Fugate

Agenda Action Form

Paducah City Commission

Meeting Date: July 23, 2019

Short Title: Repeal Code of Ordinances Chapter 78 Personnel Section 5 Grievances - **M SMOLEN**

Category: Ordinance

Staff Work By: Michelle Smolen
Presentation By: Michelle Smolen

Background Information: The City implemented Administrative Policy HR43 Employee Concerns to establish and define the process through which workplace concerns not governed under a collective bargaining agreement or departmental workplace policies may be addressed and resolved for all employees of the City. Therefore, this ordinance is being repealed and employees shall be directed to follow the process outlined in the Employee Concerns policy.

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: Repeal Code of Ordinances Chapter 78 Personnel Section 5 Grievances

Attachments:

1. Ordinance

ORDINANCE NO. 2019-____-_____

**AN ORDINANCE REPEALING CHAPTER 78, SECTION 78-5,
GRIEVANCE PROCEDURES, OF THE CODE OF ORDINANCES OF THE CITY OF
PADUCAH, KENTUCKY**

WHEREAS, the City Manager implemented Administrative Policy HR43 Employee Concerns to establish and define the process through which workplace concerns not governed under a collective bargaining agreement or departmental workplace policies may be addressed and resolved for all employees of the City; and

WHEREAS, this ordinance is being enacted to repeal Code Section 78-5 in its entirety and employees shall be directed to follow the process outlined in the Employee Concerns policy.

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

SECTION 1. That Section 78-5, Grievance Procedures, of Chapter 78, Personnel, of the Code of Ordinances of the City of Paducah, Kentucky, is hereby repealed in its entirety:

~~Sec. 78-5. — Grievance procedures.~~

~~(a) — Generally.~~

~~(1) — Applicability. Any employee of the City may use the procedure set forth in subsection (a)(2) of this section whenever the employee has a grievance arising out of employment with the City, except those covered by a collective bargaining agreement who may use this procedure only for those issues not grievable under the grievance procedure of the collective bargaining unit.~~

~~(2) — Procedure established. The following formal grievance procedure is hereby established:~~

~~a. — First step. The employee and/or authorized representative shall present the employee's grievance, in writing, to the employee's immediate supervisor. If the matter is not satisfactorily settled within one (1) working day, the grievance shall move to the second (2nd) step.~~

~~b. — Second step. The employee and/or authorized representative shall present the grievance, in writing, to the employee's department director. If the matter is not satisfactorily settled within three (3) working days, the grievance shall move to the third (3rd) step.~~

~~c. — Third step. The employee and/or authorized representative shall present the grievance, in writing, to the City Manager. The action taken by the City Manager shall be final.~~

~~(b) — Exceptions. Subsection (a) of this section does not affect civil service rights. Nothing contained in subsection (a) of this section shall be construed to amend, repeal or~~

~~contravene any ordinances or laws relating to rights and privileges of civil service employees of the City.~~

SECTION 2. SEVERABILITY. That if any section, paragraph or provision of this Ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not effect any other section, paragraph or provision hereof, it being the purpose and intent of this Ordinance to make each and every section, paragraph, and provision, hereof separable from all other sections, paragraphs and provisions.

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

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

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

Mayor Brandi Harless

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, July 23, 2019

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

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