



**CITY COMMISSION MEETING
 AGENDA FOR FEBRUARY 11, 2020
 5:30 PM
 CITY HALL COMMISSION CHAMBERS
 300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION 2020 Census Update - Mark Wattier & Zana Renfro

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 January 25, 2020 and January 28, 2020
		B.	Receive & File Documents
		C.	Reappointment of Edward Hely to the Electric Plant Board
		D.	Reappointment of David Barnett to the Board of Ethics
		E.	Reappointment of William E. Shannon to the Paducah Water Board
		F.	Reappointment of Beverly McKinley to the Code Enforcement Board
		G.	Personnel Actions
	II.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Approve Fuel Contract for 2020-2021 - R MURPHY
		B.	Approve Agreement with the Paducah Police Department Bargaining Unit - J ARNDT

		C.	Approve Agreement with the Professional Fire Fighters of Paducah, Local 168 - J ARNDT
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Contract with McCracken County Jail for Use of Class D Workers - J ARNDT
		B.	Approve Franchise Agreement Between City of Paducah and Comcast of the South - P SPENCER
	IV.	<u>DISCUSSION</u>	
		A.	Opportunity Zones - T TRACY
	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>	

January 25, 2020

At a Called Meeting of the Board of Commissioners, held on Saturday, January 25, 2020 at 9:00 a.m., in River Room A of the Holiday Inn Riverfront located at 600 N 4th St, Paducah, KY 42001, 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 led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

COMMISSION RETREAT

Team Building Exercises

City Manager Arndt began the meeting with two team building exercises. For the first exercise, each member of the Commission listed the one thing they were most proud of for 2019 and the one thing they are most excited for in 2020. The second exercise focused on the strength each commission member sees in other commissioners and the strengths they see in themselves.

2019 Strategic Plan Accomplishments

Assistant City Manager Smolen reviewed the accomplishments the City has made in 2019 in regards to the Strategic Plan. Highlights include:

- 15 Downtown Development Grants totaling \$217,000
- 58 Business Retention Meetings held
- 6,750 Citizens served by the new Customer Experience Department
- 13 Kickstart Meetings held since July
- \$10.4 Million received through the BUILD Grant
- 23 Neighborhood Walks covering 31 neighborhoods
- Greenway Trail Phase 4 completed
- Replaced 2 miles of sidewalks
- Design process has started for the Indoor Aquatic/Recreation Facility
- Creative and Cultural Council established, with plans to begin in 2020
- Police Department started a new Youth Interact Program at Paducah Middle School
- Established a Tax Increment Financing District (TIF) for Downtown Paducah

A copy of the Strategic Plan Report Card can be found in the Minutes file.

Insights from the Leadership Team

City Clerk & Director of Customer Experience Lindsay Parish led the Commission through insights from the Leadership Team. A copy of the presentation can be found in the minute file.

2020 Strategic Plan Discussion & Review

City Manager Arndt worked with the Commission to review and make edits to Strategic Plan items. The Commission reviewed the performance areas of Empower Upward Economic Mobility, Maintain Thoughtful & Modern Infrastructure, Develop Healthy & Sustainable

January 25, 2020

Neighborhoods, and Recreation. The Commission asked that staff make recommendations for the performance areas of Public Safety; Open, Smart & Engaged Government; Creative Industries; and Celebrate a Diverse Community.

ADJOURN

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

Meeting ended at approximately 2:10 p.m.

ADOPTED: February 11, 2020

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

January 28, 2020

At a Regular Meeting of the Board of Commissioners, held on Tuesday, January 28, 2020, 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 led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

ADDITIONS/DELETIONS

City Manager James Arndt requested that Item III-A, City of Paducah Special Event Cost Recovery Program, be deleted from the agenda.

EMPLOYEE INTRODUCTION

Police Chief Brian Laird introduced new Police Officers Noah Willett, Jaime Euteneier, Michael Vowell, and James Whitworth.

PRESENTATIONS

Public Information Officer Pam Spencer provided the following summary on the presentations presented:

OpenCounter Demonstration

“City Clerk/Customer Experience Department Director Lindsay Parish debuted a new online tool customized to Paducah that will help entrepreneurs, developers, business owners, and others as they work to scope a project. The official launch of the OpenCounter software is next Monday with final edits to the program being made this week. OpenCounter is centered around business development and project scoping. The goals are to increase efficiencies in the permitting process by improving communications between the project organizer and the City. Paducah will be using the OpenCounter zoning and business portals which will guide users through questions to help determine the appropriately zoned locations for types of business and the required permits with estimated fees. At the end, users can download a summary of their project, contact City staff, and/or create a project account to start the application process.”

GPEDC Update

“Greater Paducah Economic Development (GPED) President/CEO Bruce Wilcox updated the Paducah Board of Commissioners on the recent efforts of GPED. Wilcox was hired as President/CEO last September.”

Indoor Recreation & Aquatic Center Design Update

“President/CEO Chris Camp and Associate Vice President-Architecture Sean Guth presented an update to the Paducah Board of Commissioners regarding the design of the Indoor Recreation and Aquatic Center, a wellness facility to be constructed in Noble Park. Noble Park was selected due to its centralized location and walkability for people from several surrounding neighborhoods. This two-story facility will be approximately 77,000 square feet and located along Park Avenue in the current location of the ball fields.

This community wellness facility will include numerous amenities. The first floor incorporates the office and reception area, a climbing wall, concession/cafe area with an open seating area for socializing, locker rooms, a child care area, gymnasium, multi-purpose room, wet/dry classroom, warm water therapy pool with a zero-entry end and kid's play area, a two-story flume slide, 25 meter by 25-yard tournament-level lap pool, and space for a tenant. The second floor includes an open area with fitness equipment, fitness rooms, space for offices or a tenant, and a large running track that overlooks the first floor. Six laps on the track will equal a mile.

Camp explained that wellness facilities have changed during his more than 35 years as a professional. He stressed that wellness facilities are now dynamic centers that meet a variety of health, fitness, educational, and social needs. Plus, they are economic drivers for a community. Camp showed the cover of the January 2020 issue of the magazine, Parks and Recreation. The issue includes an article about how recreation centers are becoming community wellness hubs. The programming options that can be found in a wellness center include after school programs, health and nutrition classes, counseling sessions, senior wellness activities, and swimming lessons.

Lose Design along with local partner Bacon Farmer Workman Engineering and Testing (BFW) will continue the work on the design and prepare the construction documents for bidding. Furthermore, the Lose team has met with local general contractors who are interested in the project.

In addition to the design process, the City currently is requesting proposals from a qualified recreation center management group for the operation and management of the facility. The deadline to submit a proposal is February 28.

The City of Paducah contracted with Nashville, TN-based Lose Design in August 2019 for the design and construction management services for this facility. The development of an indoor recreation and aquatic facility is tied to Our Community and the Performance Area, Recreation, as outlined in Paducah's Strategic Plan. It's also one of the What's Important Now (WIN) initiatives”. A copy of the presentation slides can be found in the Minutes file.

CONSENT AGENDA

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

I(A)	Approve Minutes for the January 14, 2020 Meeting of the Board of Commissioners of the City of Paducah
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I(B)	<p>Receive and File Documents:</p> <p><u>Minute File:</u></p> <p>1. Certificate of Liability Insurance - Coast to Coast Signs LLC</p> <p><u>Contract File:</u></p> <p>1. Agreement with Linwood Motors to purchase one ½-ton pickup 4x4 SSV in the amount of \$34,677.96</p> <p><u>Bids</u></p> <p>1. Linwood Motors - one ½-ton pickup 4x4 SSV</p>
I(C)	Personnel Actions
I(D)	<p>A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A FY2020 PARTNERSHIP GRANT THROUGH THE KENTUCKY ARTS COUNCIL IN THE AMOUNT OF \$5,000 FOR IMPLEMENTATION FUNDING FOR THE PROJECTS DEVELOPED IN THE 2019 SHIFT WORKSHOP, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (M0#2312, BK 11)</p>
I(E)	<p>A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A FY2021 HIGHWAY SAFETY GRANT THROUGH THE KENTUCKY TRANSPORTATION CABINET FOR OVERTIME PAY FOR OFFICERS AND ASSOCIATED FUEL COSTS FOR THE POLICE DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (M0#2313, BK 11)</p>
I(F)	<p>A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 1314 OSCAR CROSS AVENUE FROM MICHAEL TOLBERT AND TINA WESSON-TOLBERT TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE (M0#2314, BK 11)</p>
I(G)	<p>A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND CHRIS YARBER FOR EMPLOYMENT AS DIRECTOR OF PUBLIC WORKS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME (M0#2315, BK 11)</p> <p style="text-align: right;"><i>L. Wilson</i></p>

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

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

City Manager James Arndt introduced Chris Yarber as the City's new Director of Public Works.

MUNICIPAL ORDERS-ADOPTION

BARKLEY REGIONAL AIRPORT – MATCHING LOCAL FUNDS FOR FEDERAL AVIATION ADMINISTRATION GRANT – AIRPORT TERMINAL

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the Board of Commissioners adopt a Municipal Order entitled, " A MUNICIPAL ORDER AUTHORIZING THE CITY MANAGER TO MAKE A MONETARY CONTRIBUTION FOR ECONOMIC DEVELOPMENT TO BARKLEY REGIONAL AIRPORT, IN THE AMOUNT OF \$140,996.50, TO BE USED AS LOCAL MATCHING FUNDS FOR THE FEDERAL AVIATION ADMINISTRATION GRANT FUNDING FOR THE ENGINEERING AND ARCHITECTURAL DESIGN FOR A NEW AIRPORT TERMINAL." **(MO #2316, BK 11)**

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

ORDINANCE(S) -ADOPTIONS

CLOSURE OF A PORTION OF COLONIAL COURT BETWEEN 100, 104, 106 AND 107 COLONIAL COURT

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE PROVIDING FOR THE CLOSING OF A PORTION OF COLONIAL COURT BETWEEN 100, 104, 106 & 107 COLONIAL COURT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME." This

ordinance is summarized as follows: The City of Paducah does hereby authorize the closure of a portion of Colonial Court between 100, 104, 106 & 107 Colonial Court and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City to the property owners in or abutting the public ways to be closed.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5). **(ORD #2020-01-8612, BK 36)**

AGREEMENT WITH PLANTE MORAN NOT TO EXCEED \$90,000 TO PROVIDE TECHNICAL ASSISTANCE WITH ENERGOV CODES & PERMITTING SOFTWARE IMPLEMENTATION

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PLANTE MORAN NOT TO EXCEED \$90,000 FOR TECHNICAL ASSISTANCE WITH ENERGOV CODES & PERMITTING SOFTWARE IMPLEMENTATION." This Ordinance authorizes the Mayor to execute a professional services agreement with Plante Moran in an amount not to exceed \$90,000, for technical assistance with the implementation of the EnerGov software.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5). **(ORD #2020-01-8613, BK 36)**

AMEND CODE OF ORDINANCE SECTION 70-52 - ADD MEMBER BROOKS STADIUM COMMISSION

Commissioner Wilson offered motion, seconded by Commissioner Watkins, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 70, ARTICLE III "BROOKS STADIUM COMMISSION" OF THE CODE OF ORDINANCES OF THE

CITY OF PADUCAH, KENTUCKY." This ordinance is summarized as follows: This ordinance amends the Code of Ordinances of the City of Paducah, Kentucky to increase the total number of Brooks Stadium Commission members from nine (9) to ten (10) and to remove the voting rights of the Brooks Stadium Commission President except to cast the deciding vote in the case of a tie.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).
(ORD #2020-01-8614, BK 36)

ORDINANCE(S) – INTRODUCTIONS

APPROVE FUEL CONTRACT FOR 2020-2021

Commissioner Watkins offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE ACCEPTING THE BID OF JSC TERMINAL, LLC, D.B.A. MID WEST TERMINAL FOR THE CITY'S FUEL SUPPLY FOR THE 2020 AND 2021 CALENDAR YEARS, AND AUTHORIZING THE MAYOR TO EXECUTE A

CONTRACT FOR SAME." This ordinance is summarized as follows: The City of Paducah hereby accepts the bid JSC Terminal, LLC d.b.a. Mid West Terminal for the City supply of gasoline, diesel fuel, and diesel fuel off-road at a price of \$0.12 per gallon above OPIS (Oil Price Information Service), as well as ValTec Marine Gasoline Additive and ValTec Premium Diesel Additive at a price of \$0.04 above OPIS. Said contract is for a period of two years and contains two additional one-year options to renew if both parties agree.

APPROVE AGREEMENT WITH THE PADUCAH POLICE DEPARTMENT BARGAINING UNIT

Commissioner McElroy offered motion, seconded by Commissioner Abraham, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND OTHER ASSOCIATED DOCUMENTS BETWEEN THE CITY OF PADUCAH AND THE PADUCAH POLICE DEPARTMENT BARGAINING UNIT".

This Ordinance is summarized as follows: That the Mayor is hereby authorized to execute an agreement and other associated documents between the City of Paducah and the Paducah Police Department Bargaining Unit. This Agreement shall be effective from July 1, 2020, to June 30, 2023.

APPROVE AGREEMENT WITH PROFESSIONAL FIRE FIGHTERS OF PADUCAH, LOCAL 168

Commissioner Abraham offered motion, seconded by Commissioner McElroy, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND PROFESSIONAL FIRE FIGHTERS OF PADUCAH, LOCAL 168, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS." This Ordinance is summarized as follows: That the Mayor is hereby authorized to execute an Agreement with the Professional Fire Fighters of Paducah, Local 168,

International Association of Fire Fighters. This agreement will become effective July 1, 2020 and expire on June 30, 2023.

DISCUSSION

Jonathan Perkins gave a presentation on the Quarterly Finance Report. A copy of the presentation slides can be found in the Minutes file.

MAYOR COMMENTS

- Congratulated WKCTC on its partnership with the University of Louisville to bring a dental clinic to its campus.
- Will travel to San Antonio with Dr. Reese from WKCTC on Monday to make a presentation to the Committee for the Bellwether Awards for Community Colleges.

PUBLIC COMMENTS

- Ron Ward- Comments on Lose Design Update -Aquatics Facility
- Matt Baker - Comments on Lose Design Update - Aquatics Facility
- Amanda Esper (Friends of the Park) - Comments on Lose Design Update -Aquatics Facility

EXECUTIVE SESSION

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

- Future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(l)(b)
- Issues which might lead to the appointment, dismissal, or disciplining of an employee, as permitted by KRS 61.810(l)(f)
- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(l)(g).

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

RECONVENE IN OPEN SESSION

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

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

ADJOURN

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

Meeting ended at approximately 9:56 p.m.

ADOPTED: February 11, 2020

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

February 11, 2020

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Notice of Called Meeting For the Board of Commissioners of the City of Paducah, Kentucky – January 25, 2020
2. Certificate of Liability Insurance – JSC Terminal LLC dba Midwest Terminal
3. Continuation Certificate Fidelity or Surety Bonds/Policies – Jim Smith Contract Company LLC

Deed File:

1. Interlocal Agreement – City of Paducah, and the County of McCracken - Hazardous Household Waste Grant Award - **MO #2251**
2. Interlocal Agreement – City of Paducah and County of McCracken – Edward Byrne Justice Assistance Grant (JAG) Award – **MO #2286**
3. FY 2020 Partnership Grant – AIR Institute SHIFT Workshop – **MO #2312**

Contract File:

1. Agreement to Employ Christopher Yarber as Director of Public Works – **MO #2315**
2. Project Management Services for Tyler EnerGov Implementation Support – **ORD 2020-01-8613**

Financial File:

1. Paducah Water Works – Financial Information for periods ending November 30, 2019 and December 31, 2019

Bids:

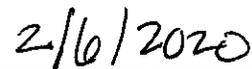
1. Fuel Contract for FY2020-21 – Midwest Terminal (only bidder)
2. Rejection of all Bid Proposals from Company of Paducah, Jim Smith Contracting Company, Wilkins Construction Company and Youngblood Excavating & Contracting – Greenway Trails Phase V project

CITY OF PADUCAH
February 11, 2020

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



City Manager's Office Signature



Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
February 11, 2020**

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>PLANNING - SECTION 8</u>					
Allen - McEwen, Lasica	Housing Coordinator \$26.97/hr	Housing Coordinator \$27.78/hr	NCS	Ex	January 30, 2020
<u>FIRE - SUPPRESSION</u>					
Dawes, Derrick	Firefighter \$14.97/hr	Relief Driver \$15.68/hr	NCS	Non-Ex	January 30, 2020
Gagnon, Grant	Firefighter \$14.97/hr	Relief Driver \$15.63/hr	NCS	Non-Ex	December 16, 2019
Gray, Justin	Acting Lieutenant \$17.19/hr	Lieutenant \$17.19/hr	NCS	Non-Ex	January 30, 2020
Glisson, Steve	Lieutenant \$17.52/hr	Captain \$18.66/hr	NCS	Non-Ex	January 30, 2020
<u>FIRE - PREVENTION</u>					
Cherry, Joseph	Deputy Chief \$40.41/hr	Deputy Chief \$41.22/hr	NCS	Ex	February 13, 2020
<u>POLICE - E911</u>					
Burrow, Ashley	Shift Supervisor \$25.60/hr	Telecommunicator \$21.60/hr	NCS	Non-Ex	January 29, 2020
<u>POLICE- OPERATIONS</u>					
Copeland, Anthony	Assistant Chief \$39.58/hr	Assistant Chief \$39.94/hr	NCS	Ex	February 13, 2020
Crowell, Justin	Assistant Chief \$38.78/hr	Assistant Chief \$39.94/hr	NCS	Ex	February 13, 2020
Hayes, Joseph	Captain \$34.35/hr	Captain \$35.58/hr	NCS	Ex	February 13, 2020
Smith, Matthew	Captain \$34.35/hr	Captain \$35.38/hr	NCS	Ex	February 13, 2020
Orazine, Wesley	Captain \$34.35/hr	Captain \$35.58/hr	NCS	Ex	February 13, 2020
Baxter, Christopher	Captain \$34.17/hr	Captain \$35.20/hr	NCS	Ex	February 13, 2020

TERMINATIONS - FULL-TIME (F/T)

<u>POLICE-OPERATIONS</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Branin, Ricky L.	Police Officer	Resignation	January 29, 2020

CITY OF PADUCAH
PERSONNEL ACTIONS
February 11, 2020

FIRE-PREVENTION

POSITION

REASON

EFFECTIVE DATE

Duran, Kristopher

Deputy Fire Marshall

Termination

January 30, 2020

Agenda Action Form Paducah City Commission

Meeting Date: February 11, 2020

Short Title: Approve Fuel Contract for 2020-2021 - **R MURPHY**

Category: Ordinance

Staff Work By: Randy Crouch, Debbie Collins

Presentation By: Rick Murphy

Background Information: On January 9, 2020 sealed bids were received for the City of Paducah's requirement of Fuel Contract for the 2020 and 2021 calendar years with two additional one-year renewal options if agreed by both parties. JSC Terminal, LLC dba Mid West Terminal submitted the only bid and upon review was found to be responsive in accordance with the specifications. JSC submitted a bid price of a daily adjustment of \$0.12 per gallon above the Oil Price Information Service (OPIS) for all three fuels required: Gasoline (87 Octane), Diesel Fuel (Grade #2) and Diesel Fuel Off-Road (High Sulfur). Also, \$.04 above OPIS for ValTec Marine Gasoline Additive and ValTec Premium Diesel Additive Biograde Microbiocide.

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

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

Funds Available: Account Name:
Account Number:

Staff Recommendation: To receive and file the bid submitted for the City of Paducah's requirement of Fuel for the 2020 and 2021 calendar years with two additional one-year renewal options, if agreed by both parties; and to adopt an Ordinance authorizing the Mayor to enter into a contract with JSC Terminal, LLC dba Mid West Terminal for the supply of Fuel with a daily adjustment of \$0.12 per gallon above the Oil Price Information Service (OPIS) for all three fuels required by the City: Gasoline (87 Octane), Diesel Fuel (Grade #2) and Diesel Fuel Off-Road (High Sulfur). Also, \$.04 above OPIS for ValTec Marine Gasoline Additive and ValTec Premium Diesel Additive Biograde Microbiocide.

Attachments:

1. Ordinance
2. Fuel Agreement 2020-2021
3. Fuel Contract Bid Documents 2020-2021

ORDINANCE NO. 2020-____ - _____

AN ORDINANCE ACCEPTING THE BID OF JSC TERMINAL, LLC, D.B.A. MID WEST TERMINAL FOR THE CITY’S FUEL SUPPLY FOR THE 2020 AND 2021 CALENDAR YEARS, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of JSC Terminal, LLC, d.b.a. Mid-West Terminal dated January 9, 2020, for the City’s purchase of gasoline (87 Octane), diesel fuel (Grade #2), and diesel fuel off-road (High Sulfur) at a price of \$0.12 per gallon above OPIS (Oil Price Information Service), as well as ValTec Marine Gasoline Additive and ValTec Premium Diesel Additive Biograde Microbiocide at a price of \$0.04 above OPIS for the calendar years 2020 and 2021, said bid being in substantial compliance with the bid specifications.

SECTION 2. The Mayor is hereby authorized to execute a contract between the City of Paducah and JSC Terminal, LLC, for the City’s fuel supply as set out in Section 1 above. Said contract is in substantial compliance with bid specifications, advertisement for bids, and bid of JSC Terminal, LLC, dated January 9, 2020, for a term of two years and contains an option to renew at the same terms for two additional one-year periods if both parties agree.

SECTION 3. This expenditure shall be charged to various accounts.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 28, 2020
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by the Paducah Sun, _____
\\ord\pworks\contract-fuel 2020-2021

**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT**

AGREEMENT - CITY OF PADUCAH'S FUEL SUPPLY 2020-2021

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **JSC Terminal, LLC dba Midwest Terminal**, hereinafter called the **VENDOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE

The Vendor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the procurement of the **City of Paducah's Fuel Supply for 2020-2021**. **The Fuel** supplied shall be in accordance with this Agreement, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the Engineering-Public Works Department of the City of Paducah shall, in all respects, be acting as agent for the Owner, City of Paducah. All Fuel Supplied by the Vendor shall be completed under the general supervision of the Engineer.

ARTICLE 2. CONTRACT TIME

This Contract shall be binding upon the City and the Vendor, his partners, successors, assigns, and legal representatives for 2020 calendar year and the 2021 calendar year ending December 31, 2021. Neither the City nor the Vendor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

The term of the contract may be renewable for TWO additional one-year terms, ending December 31, 2022 and December 31, 2023 consecutively, upon the mutual agreement of both parties. The City Engineer-Public Works Director, acting as agent for the Owner, shall determine, in his sole discretion, the option to renewal. If agreed, this renewal option will be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The City reserves the right to purchase Fuel at the quoted prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the Vendor be bound to supply Fuel at the contract prices past the given contract end date.

ARTICLE 3. CONTRACT PRICES

The Owner shall pay the Vendor for Fuel at the rates listed below, allowing for the adjustment of the Oil Price Information Service (OPIS) daily, as quoted in the Bid Proposal by the Vendor dated January 8, 2020, which shall constitute full compensation for the procurement authorized herein:

1. Gasoline - 87 Octane: \$ 0.12 above OPIS
2. Diesel Fuel - Grade No. 2 Fuel: \$ 0.12 above OPIS
3. Diesel Fuel - Off Road - High Sulfur: \$ 0.12 above OPIS
4. ValvTect Marine Gasoline Additive and ValvTect Premium Diesel Additive with Bioguard Microbiocide \$ 0.04 above OPIS

ARTICLE 4. REQUESTS FOR PAYMENT

The Vendor will be required to submit each month, and no more than once a month, a properly completed Invoice in accordance with all of the provisions stated within the Specifications. Additionally, the Vendor shall submit official documentation of the Oil Price Information Service (OPIS) to justify the daily Fuel Prices charged on the Invoice. Upon receipt of a properly completed Invoice and all required documentation, the Owner agrees to make Payment within Thirty (30) days of the submitted Invoice. The Owner reserves the right to withhold any of all payments or portions thereof if the Contractor fails to perform in accordance with the provisions of the contract or any modifications thereto.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

ARTICLE 6. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Plans, Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement, the day and year first above written.

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Brandi Harless, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

ENGINEERING-PUBLIC WORKS DEPARTMENT

Fuel Contract for 2020-2021 (RE-BID)

BID OPENING: Thursday, January 9, 2020, 2:00 p.m., CST

No.	Official Bidder - Company/Business Name	Name of Person Picking up Specs/Plans	Mailing Address	Business Phone Number	Fax Number	E-Mail Address
1	Ferrellgas	Tori Davis	7500 College Blvd, Suite 1000 Overland Park, KS 66210	913-661-1509	913-661-1517	toridavis@ferrellgas.com Via email 1/2/2020 @ 12:10 PM
2	Mid West Terminal	Cheryl Baugus	725 N 5th St Paducah, Ky 40301	270-408-4408	270-444-6224	Cherylb@jsc.ky.com Via email 1/2/2020 @ 4:17 PM
3						
4						
5						
6						
7						
8						
9						
10						

ADVERTISEMENT FOR SEALED BIDS

The City of Paducah, Engineering-Public Works Department will receive sealed bids for the City of Paducah's re-bid Fuel Contract for 2020-2021 at 2:00 P.M., Thursday, January 9, 2020. All bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky. Copies of the specifications may be obtained at the office of the Engineering-Public Works Department located in City Hall. More information regarding this project may be found at the City of Paducah's website: www.paducahky.gov under Request for Bids.

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Engineering-Public Works Department will receive sealed bids for the City of Paducah's re-bid **Fuel Contract for 2020-2021** at 2:00 P.M., Thursday, January 9, 2020. All bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky.

OBTAINING CONTRACT DOCUMENTS:

Copies of the specifications may be obtained at the office of the Engineering-Public Works Department located in City Hall.

BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be given to the **responsible bidder** who submits the **responsive bid of the Lowest Evaluated Bid in accordance with the specifications.**

CONTRACT TIME

The contract shall be binding upon the City and the Vendor, his partners, successors, assigns, and legal representatives for the **2020** calendar year and the **2021** calendar year ending **December 31, 2021**. The term of the contract may be renewable for **TWO additional one-year terms**, upon the mutual agreement of both parties. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure that employees and applicants for employment are not discriminated against because of their race, religion, color, sex national origin, age or disability.

DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All contractors and subcontractors doing business for the City of Paducah shall adhere to this policy.

OWNER'S RIGHTS RESERVED

The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Project Specifications.

CITY OF PADUCAH

ENGINEERING-PUBLIC WORKS DEPARTMENT

FUEL CONTRACT FOR FY 2020-21 - Re-Bid

LOWEST EVALUATED BID

BID OPENING: Jan 9, 2020

OFFICIAL BIDDER OF RECORD:	MidWest Terminal		
Gasoline - 87 Octane	.12 above OPIS	\$	\$
Diesel Fuel - Grade No. 2 Fuel	.12 above OPIS	\$	\$
Diesel Fuel - Off Road High Sulfur	.12 above OPIS	\$	\$
ValTec Marine Gasoline Additive and ValTec Premium Diesel Additive Biograde Microbiocide	.04 above OPIS	\$	\$

REQUIRED DOCUMENTS:

1. Bid Bond - 5% of Bid	Yes		
Bidder's Required Certifications	Yes		
Compliance with Technical Specifications	Yes		

PREFERENCE TO KENTUCKY BIDDERS:

State Bidder is Resident	Kentucky		
If Not KY Resident - Preference given			
Addition Reciprocal Preference for KY Bidders	N/A		

Evaluation Score:	1000		
Responsive & Responsible Bidder:	Yes		
BID RECOMMENDED FOR ACCEPTANCE	Yes		

**CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT
OWNER EVALUATION FORM**

PROJECT: FUEL CONTRACT 2020-2021

DATE: Jan 9 2020

BIDDER: MidWest Terminal

Grading Criteria:

Evaluate the Bidder's Criteria on a rated value scale:

0 = the lowest value to 10 = the highest value for each item listed below.

Rating x Weighted Percent = Criterion Score

The Sum of all Criterion Scores shall be the Owner's basis of the Bidder's Overall Score.

GRADING CRITERIA

NO.	CRITERIA ITEMS	RATING VALUE (0- 10)	WEIGHTED - PERCENT	CRITERION SCORE
1.	Compliance to all Terms	10	50	500
2.	Price	10	25	250
3.	Minimum of Two Fueling Stations	10	25	250
4.				
5.				
6.				
7.				
8.				
9.				

BIDDER'S OVERALL TOTAL SCORE 1000

PREFERENCE TO KENTUCKY BIDDERS

1. Bidder is a resident of the following state: Kentucky
2. If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: _____
3. Addition of any reciprocal preference for resident bidders: N/A

CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

BID PROPOSAL - FUEL CONTRACT 2020-2021

Proposal of JSC Terminal, LLC dba Midwest Terminal
(hereinafter called Bidder), organized and existing under the laws of Kentucky
(state) and doing business as a corporation *, as
applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)
*Insert "A Corporation", A Partnership" or "An Individual"

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, materials, equipment, tools and services necessary for providing the City of Paducah's requirement of **FUEL for 2020-2021** in accordance with the specifications and other contract documents prepared by the City Engineering-Public Works Department, at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independent, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

Security in the sum of **Five Thousand Dollars (\$5,000.00)**, in the form of a Bid Bond or cashier's check, is submitted herewith in accordance with the Specifications. This Security is furnished to the Owner as a guarantee that the agreement will be executed and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned.

Bidder has submitted with this Bid Proposal the required signed and notarized Certifications as required by the laws of the Commonwealth of Kentucky. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

If Notice of Award is given to the Bidder within Sixty (60) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract in the prescribed form and submit a Certificate of Insurance within ten (10) days after the Contract is presented for signature.

CONTRACT TIME

The contract shall be binding upon the City and the Vendor, his partners, successors, assigns, and legal representatives for the **2020** calendar year and the **2021** calendar year ending **December 31, 2021**. The term of the contract may be renewable for **TWO additional one-year terms**, upon the mutual agreement of both parties. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

Bid prices shall begin upon execution of the contract. Said bid prices may be adjusted daily in accordance with the Oil Price Information Service (OPIS). Bids shall include sales tax and all other applicable taxes and fees. **The Contract time period will be a two (2) calendar-year contract with two additional one-year renewal options as further defined within the Specifications.**

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

BID PROPOSAL:

ITEM	DESCRIPTION	UNIT	NOTE: AT, ABOVE OR BELOW OPIS	FIXED UNIT PRICE
1.	Gasoline - 87 Octane	Gallon	<u>\$.12 above</u>	\$ <u>N/A</u>
2.	Diesel Fuel - Grade No. 2 Fuel	Gallon	<u>\$.12 above</u>	\$ <u>N/A</u>
3.	Diesel Fuel - Off Road - High Sulfur	Gallon	<u>\$.12 above</u>	\$ <u>N/A</u>
4.	ValvTect- Marine Gasoline Additive and ValvTect Premium Diesel Additive with Biogard Microbiocide	Gallon	<u>\$.04 above</u>	\$ <u>N/A</u>

GRADING CRITERIA

The Bidder is aware that the Owner will evaluate the Bids submitted based on the Criteria listed on the "Owner Evaluation Form - Section 00330" as included within the Specifications.

ADDENDUM

The undersigned hereby acknowledges receipt of the following Addenda (s) if provided:

Addendum No(s) N/A Dated N/A

ATTACHMENTS TO THE BID PROPOSAL REQUIRED:

1. Bid Bond in the amount of 5% of the bid.
2. Bidder's Required Certification Signed and Notarized.
3. All additional information as required within the Technical Specifications.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

Bidder is a resident of the following state: Kentucky

If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: N/A

BID DOCUMENTS:

Bid Documents including the Bid Guaranty, shall be enclosed in an envelope clearly labeled with the words "**Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening,**" in order to guard against premature opening of the bid. **Bids received late will be disqualified and returned to the sender unopened.**

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: JSC Terminal LLC dba Midwest Terminal

BY: Cheryl Baugus DATE: 1/8/2020

TITLE: President/CEO

ADDRESS: 725 North Fifth Street
Paducah, Ky 42001

PHONE: 270-442-0362 FAX: 270-444-6224

CELL PHONE: 270-201-0270 E-MAIL: cherylb@jscopy.com

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 26-4086769

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: 0721581

CITY OF PADUCAH BUSINESS LICENSE NUMBER: 7844

**CITY OF PADUCAH, KENTUCKY
BIDDER'S REQUIRED CERTIFICATIONS**

The Bidder is hereby given notice that in accordance with the statutes of the Commonwealth of Kentucky, the Bidder is required to submit the following Certifications with the Bid Proposal. **Failure to comply with this requirement will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

1. **NON-COLLUSION**

The affiant does solemnly swear, under penalty of perjury under the Laws of the United States, that I, the undersigned Bidder, and/or any agents, officers, employees and/or subcontractors employed, or that may be employed for any activity covered by the above Project have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this Bid Proposal.

2. **WORKERS' COMPENSATION AFFIDAVIT**

The affiant does solemnly swear, under penalty of perjury pursuant to KRS 198B.060(10), that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project shall be in full compliance with Kentucky's requirements for Workers' Compensation Insurance according to KRS 342, and Unemployment Insurance according to KRS Chapter 341.

The affiant acknowledges that failure on the affiant's part to comply with the foregoing assurances can result in a fine not to exceed four thousand dollars (\$4,000.00) or an amount equal to the sum of all uninsured and unsatisfied claims that might be prosecuted under the provisions of KRS 342 or unemployment insurance claims that might be prosecuted under the provisions of KRS 341, whichever is greater.

3. **CAMPAIGN FINANCE LAWS**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project have not knowingly violated any provisions of the **Campaign Finance Laws** of the Commonwealth of Kentucky; and that the award of a Contract to the Bidder or the entity in which he/she represents will not violate any provisions of the **Campaign Finance Laws** of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

4. **KRS 45A.343**

The affiant does solemnly swear, under penalty of perjury, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are fully aware of the requirements and penalties outlined in KRS 45A.343 requiring the following:

- (a) the Contractor and all Subcontractors performing the work under the Contract to reveal any final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and that
- (b) the Contractor and all Subcontractors performing the work under the Contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contractor.

Failure to reveal a final determination of a violation or to comply with the statutes for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts for a period of two (2) years.

5. KY DEPT OF REVENUE

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

6. TAXES AND FEES

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are not delinquent on any State, City or County taxes or fees owed to the Commonwealth of Kentucky, The City of Paducah, or any other governmental agency and will remain in good standing for the duration of any contract awarded.

Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky is reasonably relying upon these statements in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds, and other available remedies under law.

Signature: Cheryl Baugus
Printed Name: Cheryl Baugus
Title: President/CEO
Company: JSC Terminal LLC, dba Midwest Terminal
Date: 1/8/2020

STATE OF Kentucky)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged before me this 8th day of January, 2020 by Cheryl Baugus, President/CEO (title) of JSC Terminal, LLC (Name of Company).

My commission expires: May 28th, 2021

Darrell Shap 10#
Notary Public, State at Large 578676

SEAL



TECHNICAL SPECIFICATIONS FOR FUEL and Compliance with Technical Specifications Form

The City of Paducah Fleet consists of approximately 250 different types of road vehicles that use gasoline and diesel fuel. Most vehicles will need access to fueling facilities located throughout the City; others may require on-site delivery. The vehicles include, but are not limited to automobiles, pickup trucks, small to mid-size tractors, backhoes, wheel loaders, dump trucks, road graders and large Class 8 solid waste refuse collection trucks. The approximate annual fuel usage is as follows: 87 Octane Gasoline - 118,000 gallons; #2 diesel - 91,000 gallons and Off-Road (high-sulfur) diesel - 10,000 gallons.

The Bidder is required to accurately and fully complete this "Compliance with Technical Specifications" form and submit with the Bid Proposal. Bidder shall indicate compliance with each Technical Item by marking "YES" or "NO" with a check mark to indicate if the item being bid is exactly as specified. If the item is **not** being bid as exactly specified, the "NO" column must be checked and a detailed description of the deviation shall be listed on a separate attached sheet.

Failure to accurately complete and submit the "Compliance with Technical Specifications" form, along with any and all deviations, shall be grounds for rejection of the bid. If no exceptions or deviations are shown, the bidder shall be required to furnish the material exactly as specified. The burden of proof for compliance with this specification shall be the responsibility of the bidder.

FUEL REQUIREMENTS:

	<u>YES</u>	<u>NO</u>
Provide fuels (gasoline, diesel, and off-road diesel) to the City (cents per gallon) at a set price above, equal or below Oil Price Information Service (OPIS). OPIS prices will be calculated on a daily basis. Verification of OPIS pricing shall be submitted with each monthly invoice.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gasoline shall be Octane 87 and shall conform in every aspect to the respective detailed requirements as listed in ASTM (American Society of Testing Materials) Standard D439-79.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Diesel fuel shall be Grade No. 2 fuel and shall conform in every respect to the respective detailed requirements as listed in ASTM (American Society of Testing Materials) Standard D975-78. The octane rating shall be not less than 40.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Off-road (high-sulfur) diesel fuel and shall conform in every respect to the respective detailed requirements as listed in ASTM (American Society of Testing Materials) Standard D975-78. The octane rating shall be not less than 40.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The vendor shall provide the City with at least 15 days prior notice, in writing, before changing fuel suppliers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

FUELING SITES:

YES **NO**

A minimum of **TWO (2)** fueling locations are required within the City Limits. One site shall be on the North/East side of the City and one site shall be on the South/West side of town. All sites shall be equipped with electronic fuel dispensing and vehicle tracking equipment.

✓

Proposed Sites: 725 North Fifth Street (Midwest Terminal)
5941 Mike Smith Drive (Coad Toyota)

Attach list of additional Fueling Sites (if any)

At least one (1) suitable fueling site must have a back-up generator and be capable of operating 24 hours a day, 7 days a week including during emergencies (power outages, ice/snow storms, etc.). Location: 725 North Fifth Street

✓

Vendor shall deliver Off-road (high-sulfur) diesel fuel to the City's compost yard and any other locations requiring separate fueling. The City will provide a 12-hour notice for these services.

✓

Vendor shall deliver fuel to emergency vehicles during emergency situations within one (1) hour notice. Attach list of Emergency Alternate Sites available for fueling in emergency situations. (see attached)

✓

ELECTRONIC AUTOMATED SYSTEM:

An Electronic Automation System for electronic fueling cards and electronic daily records as requested within these Specifications shall be in place at time of submittal of the Bid Proposal to qualify as a Viable Bidder. Failure of this requirement shall disqualify the Bidder.

✓

Furnish electronic fuel dispensing cards or electronically coded keys to the City at no charge. This shall consist of cards for each vehicle/equipment and a Pin ID # for each individual employee. A one card system will be accepted if there are significant means of security provided through a pin number or other means.

✓

Additional cards/keys will be made available within 24 hours of request. Selected Vendor shall provide the City with a contact name and phone number for additional cards.

✓

Electronic System to accommodate hour meter readings.

✓

Electronic System to accommodate odometer readings.

✓

REPORT REQUIREMENTS:

YES **NO**

Provide an electronic daily fuel report in a format that can be directly imported into the City's H.T.E. AS/400 automated system. The City will provide a sample report showing the formatting parameters and data to be collected. Vendors will demonstrate the ability to provide these reports and the ability for information to be integrated successfully into the City's automated system prior to the award of the contract.

✓ _____

Provide daily accounting of City fuel purchases, through an automated computer system, for the previous day Monday through Thursday. Friday and weekend transactions will be provided on Monday.

✓ _____

Furnish the City with a monthly summary and analysis of the City's fuel use for the period. This report shall list the following information separately for each department and required cost centers identified by the City: vehicle tracking, personnel tracking, location tracking, quantity, and pricing.

✓ _____

The City shall not be charged federal, state or local taxes as allowed under current laws. The Vendor shall process all paperwork associated with the federal excise taxes exemptions for the City.

✓ _____

Transient Dock

Vendor shall provide ValvTect Marine Gasoline Additive and ValvTect Premium Diesel Additive with Bioguard Microbiocide

✓ _____

Vendor shall agree to maintain its ValvTect Tank Certification at no Additional cost to the owner, which shall include conducting the following Activities:

Independent laboratory testing to ensure there is no water in Gasoline storage tank.

Independent laboratory testing to ensure diesel bottom samples are free of microbiological contamination.

Listing of Paducah Transient Boat Dock as a ValvTect certified location under the heading "Where to Buy" on ValvTect's website valvtect.com

✓ _____

Vendor shall monitor tank levels at the dock at no additional cost to owner, Vendor shall also manage inventory levels at the dock as directed by Owner.

✓ _____

The following item is a request and not a mandatory requirement. If the Vendor does not have video surveillance equipment available, responding "NO" will not affect the overall compliance of the aforementioned Technical Specification requirements.

OPTIONAL REQUEST - NOT A REQUIREMENT:

YES

NO

It is requested that the fueling locations have video surveillance equipment located at the fuel pumping area.

City of Paducah

Emergency Alternate Sites

- 1) Direct equipment fueling via Midwest Terminal Bob truck**
- 2) Cardlock location can operate using back-up generator during power outages or ice/snow storms**

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we JSC TERMINAL LLC DBA MIDWEST TERMINAL
(Name of Principal - Bidder)

as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
(Name of Surety - Insurance Company)

a Corporation duly organized under the laws of the State of CONNECTICUT
(State)

as Surety, hereinafter called the Surety, are held and firmly bound unto the CITY OF PADUCAH,
KENTUCKY, as Obligee, hereinafter called the Obligee, in the sum of:

\$ 5,000.00 (FIVE THOUSAND Dollars and NO Cents)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for FUEL - CITY OF PADUCAH
(Name of Project)

Dated 1/9/2020 to the CITY OF PADUCAH, KENTUCKY, Obligee.

NOW, THEREFORE:

If the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract documents and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PRINCIPAL: Signed and sealed this 9TH day of JANUARY 2020.

JSC TERMINAL LLC DBA MIDWEST TERMINAL
(Principal - Bidder)

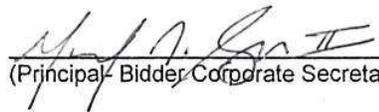
Chris Dougan, President/CEO
(Title)

(SEAL)



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Michael D. Smith II, certify that I am the Corporate Secretary of the Corporation named as Principal in the within Bond; that Cheryl Baugus who signed the said Bond on behalf of the Principal was then President/CEO of said Corporation; that I knew his/her signature, and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its governing body.

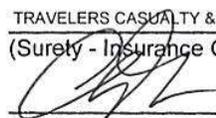

(Principal Bidder/Corporate Secretary)

(Corporate Seal)

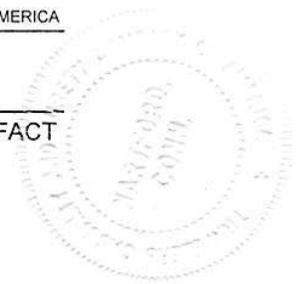


SURETY: Signed and sealed this 9TH day of JANUARY 2020

TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
(Surety - Insurance Company)


(Title) CHRIS GUNN, ATTORNEY-IN-FACT

(SEAL)



Attach Surety Power of Attorney



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Chris Gunn**, of **Benton, Kentucky**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.

State of Connecticut

City of Hartford ss.



By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of January, 2020.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Agenda Action Form

Paducah City Commission

Meeting Date: February 11, 2020

Short Title: Approve Agreement with the Paducah Police Department Bargaining Unit - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt, Michelle Smolen, Jonathan Perkins, Brian Laird
Presentation By: Brian Laird

Background Information: The current contract with the Paducah Police Department Bargaining Unit expires June 30, 2020. Negotiations on the new contract began on January 7, 2020 and concluded on January 21, 2020. The City has been advised that the membership has voted to approve the attached contract.

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

Administrative Changes:

- Changed Reference to all dates to reflect new 3 year contract (July 1, 2020 – June 30, 2023)
- Increase in contractual off duty wage rate when Officer is working a City designated holiday to \$60/hour.
- Article 7, Section 2a – changed grievance procedure language to reference HR – 43 Employee Concerns administrative policy instead of City Ordinance.
- Article 17, Section 6 – Increase service credit for new hires up to 10 years from 5 years, this is for lateral candidates. This will assist with the recruitment of lateral officers.
- Article 20, Section 6 - defined 1 personal day to be 8 hours and revised language regarding granting the use of personal day.

Vacation Time

- Restructured the vacation accrual rates as below and converted days to hours.
- 120 hours year one - nine year (Previously Year 1 - 14)
- 160 hours at tenth year (Previously 144 hours at year 15)
- 200 hours at fifteenth year (Previously 168 hours at year 20)
- 240 hours at twentieth year (Previously 192 hours at year 24)

Wages:

- Increased hourly rates to create more competitive wages and consistency between step and grade.
- Annual cost of living adjustments (COLA's) of 2.5%, 2.5%, 3.0% in 2020, 2021, 2022 respectively.
- Article 17, Section 2, increase the actual hourly wage rate for Police Training Officers (PTO's, PTS's, and PTC's) from \$0.80/hour to \$1.00/hour. Increase the actual hourly wage rate for Detectives from \$1.00/hour to \$1.25/hour.
- Total wage and fringe benefit increase impact over the three year period is estimated to be \$2,984,229. The calculation considers maintaining current staffing levels.

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 authorizing the Mayor to execute Agreement with the Paducah Police Department bargaining unit

Attachments:

1. Ordinance
2. Police Contract 2020-2023

ORDINANCE NO. 2020-____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND OTHER ASSOCIATED DOCUMENTS BETWEEN THE CITY OF PADUCAH AND THE PADUCAH POLICE DEPARTMENT BARGAINING UNIT
BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

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

SECTION 2. This Agreement shall be effective from July 1, 2020, to June 30, 2023.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 28, 2020

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published in *The Paducah Sun*, _____

\\ord\police\contract-bargaining unit 2020-2023

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

July 1, 2020 to June 30, 2023

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Agreement

THIS AGREEMENT is made and entered into on the 1st day of July, 2020 by and between the City Of Paducah, hereinafter referred to as "City" or "Employer" and the Paducah Police Department Bargaining Unit, hereinafter referred to as "Unit" or "Bargaining Unit" organized under the auspices of Jackson Purchase Lodge 15 of the Fraternal Order of Police, hereinafter referred to as the "Bargaining Unit."

WITNESSETH

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

ARTICLE 1. DEFINITIONS

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

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

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

ARTICLE 2. RECOGNITION

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

ARTICLE 3. MEMBERSHIP AND DUES DEDUCTION

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

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

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

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

ARTICLE 4. NON-DISCRIMINATION

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

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

ARTICLE 5. MANAGEMENT RIGHTS

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

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

ARTICLE 6. PUBLIC OBLIGATION

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

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

ARTICLE 7. GRIEVANCE PROCEDURE

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

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

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

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

the shift commander determines that he can take no action on the grievance he will immediately forward it to the Chief of Police for Step 2. Any member of the bargaining unit who has a grievance arising out of his employment with the City, which is not grievable under the grievance procedure of this contract, may use the Human Resources – 43 Employee Concerns administrative policy provided for all City employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8. LABOR RELATIONS MEETINGS

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

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

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

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

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

Section 5.

a. For each person selected to represent the Bargaining Unit at the Labor Relations meetings, the City will consider up to two hours per meeting of such service to be a part of his or her job duties when the meeting occurs during the assigned work hours of the representatives. However, such meetings shall not be scheduled so as to result in the payment of overtime for any designated representative to attend said meeting.

b. It is further agreed that if special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

ARTICLE 9. DISCIPLINARY PROCEDURES

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

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

ARTICLE 10. WORK RULES

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

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

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

ARTICLE 11. BULLETIN BOARD

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

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

ARTICLE 12. SENIORITY

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

ARTICLE 13. SHIFT ASSIGNMENT

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

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

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

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

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

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

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

ARTICLE 14. HEALTH AND SAFETY

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

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

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

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

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

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

ARTICLE 15. WAIVER IN EMERGENCY

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

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

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

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

ARTICLE 16. WORK WEEK & OVERTIME

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

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

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

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

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

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

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

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

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

ARTICLE 17 WAGE RATES

Section 1. Effective July 1, 2020, the members of the Bargaining Unit will receive a 2.5% wage increase, 2.5% and 3.0% July 1, 2021 and July 1, 2022 respectively. Actual increases will take effect on the first day of the pay period coincident with or following the effective date of the increase.

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

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

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

Certified Police Training Officer (PTO), Police Training Supervisor (PTS), and Police Training Coordinator (PTC) assigned another officer or recruit shall receive overtime pay as appropriate for hours that are required outside of the regular work schedule to complete work related to the assigned officer/recruit. The actual hourly rate of this classification of employee is \$1.00/hour higher than that shown in the wage rate schedule below.

Police Officers assigned to Investigation duties as a Detective shall receive overtime pay as appropriate for hours that are required outside of the regular work schedule to complete work related to their assignment. The actual hourly rate of this classification of employee is \$1.25/hour higher than that shown in the Wage Rate Schedule below.

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

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

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

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

Section 6. Contingent upon approval of the City Manager and the Chief of Police, a newly hired employee may be given service credit for pay purposes only for previous law enforcement experience. The maximum credit will be ten (10) years of full service the new employee brings to the department from a previous employer. Such previous service will have to be from employment that would be considered beneficial to the City's current requirements for police officers' and at least equivalent to that of a current employee with the same amount of service with the department.

Section 7. Effective July 1, 2020 wage rates shall be paid as follows, this includes increases in the base wage and a cost of living adjustment (COLA) over a three year period effective the first bi-weekly pay period in July of each year. Effective July 1, 2020, members of the bargaining unit will receive a one-time placement in the following pay ranges based on their years of service on July 1, 2020.

Years of Service	Position in New Range
2 – 3 Years	3 Years
4 – 5 Years	5 Years
6 – 10 Years	10 Years
11 – 15 Years	15 Years
16 – 20 Years	20 Years
21 – 25 Years	25 Years

Members of the bargaining unit will follow the wage rate table accordingly thereafter. Wage rates shall be paid as follows:

Position	July - 20	July - 21	July - 22
SERGEANT			
5 Years	29.65	30.39	31.30
10 Years	31.13	31.91	32.87
15 Years	32.69	33.51	34.51
20 Years	34.32	35.18	36.24
25+ Years	36.04	36.94	38.05

Position	July - 20	July - 21	July - 22
POLICE OFFICERS			
1 Years	23.55	24.14	24.87
3 Years	24.78	25.40	26.17
5 Years	26.02	26.67	27.47
10 Years	27.32	28.01	28.85
15 Years	28.69	29.41	30.29
20 Years	30.13	30.88	31.81
25 Years	31.63	32.42	33.40

ARTICLE 18 CLOTHING ALLOWANCE

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

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

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

Section 4. The City shall establish a credit/vendor or commissary system for employee purchases of clothing during the term of this agreement. A nine hundred dollar (\$900) vendor credit per officer is to be distributed the 1st day of January and each subsequent year during the term of this Agreement. The officer may use his credit at any time during the year to and may carry over any unused amounts to the next year. All non-uniformed personnel covered by the Bargaining Unit agreement shall receive one thousand dollars (\$1,000) per year allocated in two installments of three hundred dollars (\$300) on the second payday in February and three hundred dollars (\$300) on the second payday in June each year of the contract, with the remaining four hundred dollars (\$400) to be deposited into the vendor credit system in the same manner as uniformed officers. Such disbursement shall be subject to all required withholdings per State and Federal law.

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

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

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

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

ARTICLE 19 VACATIONS

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

During the first nine (9) years of employment, vacation time shall accrue per pay period for a total of 120 hours per year.

At the beginning of the tenth year, vacation time shall accrue per pay period for a total of 160 hours per year.

At the beginning of the fifteenth year, vacation time shall accrue per pay period for a total of 200 hours per year.

At the beginning of the twentieth year, vacation time shall accrue per pay period for a total of 240 hours per year.

Each member may accrue up to a maximum of 400 hours of vacation at any one time. Absence for a fraction or part of a day that is chargeable to vacation in accordance with the provisions of this article shall be charged proportionately in an amount not smaller than one (1) hour increments.

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

ARTICLE 20 HOLIDAYS

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

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

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

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

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

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

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

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

Section 6. Members of the bargaining unit will be granted one (1) personal day (eight (8) hours) each year of the contract. This personal day must be taken within the calendar year it is earned; it will not be rolled over into the next year. The personal day may be taken upon the officer's request. A maximum of one (1) officer per shift will be granted upon the officer providing supervision with a minimum of 48 hours' notice of their intent to use the personal day.

ARTICLE 21 SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

a. Illness, injury or pregnancy-related condition of the employee.

b. The illness of a member of the bargaining unit member's household, his parents, or children, whether or not said parents or children are a member of the employee's household, who require the employee's personal care and attendance.

c. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.

d. The death of a member of the bargaining unit member's immediate family; provided, however, the employee will be excused from work for a period of three (3) days only beginning with the day of death and ending with the day after the funeral, and the bargaining unit member may be paid for such three (3) days, but any additional time taken during such period shall be deducted from accumulated vacation or holiday leave. ("Immediate family" for purposes of this Article means a spouse, parent, spouse's parent, child [natural, adopted, step, or foster], grandparents, grandparent-in-law, grandchild, sister, brother, sister-in-law, and brother-in-law.)

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

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

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

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

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

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

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

ARTICLE 22 MILITARY LEAVE

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

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

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

ARTICLE 23 HEALTH INSURANCE

The City will continue to offer a group health insurance plan "Plan" to all full-time employees and/or retirees who qualify for and participate in the City's Plan, whereby participation is defined under the

terms and conditions set forth during each annual renewal period or any intervening period as permitted by the summary plan description.

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

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

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

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

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

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

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

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

ARTICLE 24 LIFE INSURANCE

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

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

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

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

ARTICLE 25 LIABILITY INSURANCE

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

ARTICLE 26 STATUS OF BARGAINING COMMITTEE MEMBERS WHILE BARGAINING

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

ARTICLE 27 SEVERABILITY

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

ARTICLE 28 DURATION

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

All features of this contract shall remain in full force and effect unless amended or abandoned by mutual agreement through the 30th day of June 2023. If the parties are at impasse on this date then either party may request mediation through the Kentucky Labor Cabinet and the provisions of this Agreement will remain in effect for an additional sixty (60) days.

Section 2. Between November 1 and 15, of 2022, either party may request in writing that negotiations be opened to modify or renew this Agreement. Within 10 days of receipt of the request to open negotiations the parties will meet and schedule at least four (4) negotiating meetings to be held between January 2 and March 1, 2023. Failure to reach tentative agreement in this timeframe may result in a forty-five (45) day suspension of negotiations. On or about April 16 negotiations will resume and if the parties come to an impasse, either party may request mediation services through the Kentucky Labor Cabinet and the current Bargaining Agreement will be extended for sixty (60) days. If there is no resolution through mediation or if the parties elect not to use mediation, then the City will present its last, best, final offer to the Bargaining Unit for a ratification vote.

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

Signature Page

IN WITNESS WHEREOF, the parties have hereunto set their hand this ____ day of January 2020.

This Agreement, approved by final ordinance shall become effective July 1, 2020.

For the City of Paducah, Kentucky:

For the Paducah Police
Department Bargaining Unit:

Brandi Harless
Mayor

Corey Willenborg
President

**LETTER OF UNDERSTANDING
CONTRACTUAL OFF DUTY EMPLOYMENT**

Pursuant to City policy, effective December 1, 2018 the wage rate will be increased to \$37.00/hour. The City will attempt to negotiate a higher wage rate consistent with CPI if economic conditions are generous enough that the consumers of the above mentioned services are receptive to higher rates.

Pursuant to City policy, effective July 1, 2020, the wage rate for Officers working contractual off duty employment on a City designated holiday will be \$60.00/hour . The City will attempt to negotiate a higher wage rate consistent with CPI if economic conditions are generous enough that the consumers of the above mentioned services are receptive to higher rates.

For the City of Paducah, Kentucky:

Brandi L. Harless
Mayor

Date

For the Paducah Police Bargaining Unit:

Corey Willenborg
President

Date

Agenda Action Form

Paducah City Commission

Meeting Date: February 11, 2020

Short Title: Approve Agreement with the Professional Fire Fighters of Paducah, Local 168 - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt, Michelle Smolen, Jonathan Perkins, Steve Kyle, Matt Tinsley, Stefanie Suazo

Presentation By: Steve Kyle, Stefanie Suazo

Background Information: The current contract with the Professional Fire Fighters of Paducah expires June 30, 2020. Negotiations on the new contract began on January 9, 2020, and concluded on January 16, 2020. The City has been advised that the membership has voted to approve the attached contract. The Contract includes the following major terms and changes from the previous IAFF contract:

Administrative Changes

- Changed Reference to all dates to reflect new 3 year contract (July 1, 2020 – June 30, 2023.)
- The entire Contract removed references to his/her/him/her and replaced with their/them.
- Article 11, Section 5, and Article 17, Section 6, the language was updated to both define and illustrate how the blended rate for vacation and sick time payout is calculated.

Health and Safety

- The annual physical agility test created by the Fire Department will be mandatory instead of voluntary beginning in July of 2020. There will not be any punitive actions for not passing.

Payroll Deduction of Dues

- Employees will now be allowed to join the collective bargaining unit at the completion of recruit school and promotion to firefighter, eliminating the 180 day previous waiting period.

Life Insurance

- Increase life insurance coverage from \$12,500 to \$15,000.

Wage Rates

- Increased hourly rates to create more competitive wages and consistency between step and grade.
- Proposed cost of living adjustments (COLA's) annually of 2.5%, 2.5%, 3.0% in 2020, 2021, 2022 respectively
- Total wage and fringe benefit increase impact over the three year period is estimated at \$2,383,807. The calculation considered includes increasing staffing levels by one.

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 authorizing the Mayor to execute the Agreement with the IAFF Bargaining Unit.

Attachments:

1. Ordinance
2. IAFF Contract 2020-2023

ORDINANCE NO. 2020-____ - _____

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

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

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

SECTION 2. This Agreement shall be effective from July 1, 2020 through June 30, 2023.

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

Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 28, 2020
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by The Paducah Sun, _____
\\ord\fire\IAFF 2020-2023

AGREEMENT

**BETWEEN
THE CITY OF PADUCAH**

AND

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

Effective

July 1, 2020

through

June 30, 2023

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ARTICLE 29 DURATION 23

PREAMBLE

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

ARTICLE 1 DEFINITIONS

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

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

ARTICLE 2 RECOGNITION

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

ARTICLE 3 MANAGEMENT RIGHTS

Section 1.

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

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

Section 2.

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

Section 3.

Promotions

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

Annual Evaluations

Job Performance

Leadership

Initiative

Personnel Record

Assistant Chiefs' Comments

Resume

Education and Continuing Education

Interview Board ranking and notes

Seniority

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

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

Section 4.

Reductions-in-force:

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

ARTICLE 4 PUBLIC OBLIGATION

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 5 PAYROLL DEDUCTIONS OF DUES

Section 1.

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

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

Section 2.

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

Section 3.

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

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

ARTICLE 6 NON-DISCRIMINATION

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 7 DISCIPLINARY ACTION

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

ARTICLE 8 EXCHANGE OF DUTIES AND UNION BUSINESS LEAVE

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE 9 WORKWEEK AND OVERTIME

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

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

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

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

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

Section 5.

There shall be no pyramiding of overtime.

Section 6.

Payroll shall be biweekly.

ARTICLE 10 CLOTHING/ACCESSORY ALLOWANCE

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

ARTICLE 11 VACATIONS

Section 1.

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

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

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

Section 2.

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

Section 3.

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

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

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

Section 4.

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

Section 5.

Upon the termination of employment with the City a member of the bargaining unit shall be paid for all accrued and unused vacation time using the blended hourly rate up to the maximum amounts permitted to be accrued under the provisions of Section 1 and Section 2 above. An example of how the blended hourly rate is calculated is as follows:

Blended Rate Calculation:	
18.90	Regular rate
<u>2,080.00</u>	Regular hours per year
39,312.00	A
28.35	O/T rate
<u>832.00</u>	Scheduled O/T hours per year
23,587.20	B
62,899.20	A + B
<u>2,912.00</u>	Total hours worked
21.60	Blended rate

Section 6.

Notwithstanding any of the above provisions, any vacation hours accrued during the year that equal less than 24 hours (hours accrued due to an increase in years of service) or in unusual situations whereby the

fire fighter is unable to utilize earned vacation hours during the year, he may be allowed to temporarily increase their accrued vacation balance in excess of the 600 hours, regardless of the years of service, with the approval of the Fire Chief. These hours should be taken in the next calendar year, if possible.

ARTICLE 12 HOLIDAYS

Section 1.

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

Section 2.

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

New Year's Eve

New Year's Day

Martin Luther King Jr. Day

Memorial Day (Monday Observance)

Independence Day

Labor Day

Thanksgiving Day

The day immediately following Thanksgiving Day

Christmas Eve

Christmas Day

Personal Day (July 1)

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 13 SENIORITY

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

ARTICLE 14 HEALTH INSURANCE

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

Section 1.

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

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

Section 2.

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

Section 3.

If during the term of this agreement, the City finds it necessary to seek an alternative arrangement (other than the arrangements described in Sections 1 and 2) for providing health care benefits to its employees, it agrees to provide coverage to its participating employees with cost sharing arrangements,

coinsurance, and deductibles that are substantially equivalent compared to the plan(s) offered for the plan year 2011, unless said benefits have been modified as a result of federal or state legislation. (Appendix 2 Summary of Benefits 2011)

Section 4.

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

Section 5.

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

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

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

ARTICLE 15 LIFE INSURANCE

Section 1.

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

Section 2.

The life insurance benefit on an employee's life shall be in the face value amount of \$15,000 to be paid upon the employee's death. The City agrees to provide a double indemnity benefit for any employee killed in the line of duty which will be \$50,000 or equal to any public safety employee to be paid upon the employee's death. The Union, however, recognizes the City's right to switch insurance carriers as long as the City continues to provide equal or better benefits.

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 16 ACTING PAY

Section 1.

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

Section 2.

There will be \$.80 cents per hour for each shift and it will be distributed according to the expected utilization of Captains filling the role of Assistant Chief, the actual numbers of Captains receiving the additional compensation and who will receive the compensation is subject to assignment by the Fire Chief (Captains subject to acting as Assistant Chief #1 will receive + \$.60 per hour, in Acting base wage rate, Acting Assistant Chief #2 will receive + \$.15 per hour in Acting base wage rate, and Acting Chief #3 will receive + \$.05 per hour, in Acting base wage rate). Additionally, Firefighters appointed to Relief Driver status will be made by seniority with consultation by the Fire Chief and the appropriate Captain(s) and final approval by the City Manager.

ARTICLE 17 SICK LEAVE AND PAY

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

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

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

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

3

The payment for these days shall be an amount equivalent to one day's pay using the blended hourly rate calculation multiplied by the value determined above. See Article 1.1 Section 5 for an example of this calculation. Payment for these sick days shall be no later than the second paycheck of February of the following year.

Section 7.

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

Section 8.

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

Section 9.

An employee on sick leave shall inform the Department or as directed by the Fire Chief, of the fact and the reason therefore as soon as possible but at least by 6:00 a.m. prior to the start of their scheduled

shift and failure to do so within the first day of absence may, at the discretion of the City Manager, be cause for denial of sick leave with pay for the period of absence.

Section 10.

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

Section 11.

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

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

Section 1.

This Article applies only to full-time paid Members.

Section 2.

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

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

ARTICLE 19 TRANSITIONAL DUTY

Section 1.

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

Section 2.

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

- a) The City agrees to pay a firefighter on transitional duty an hourly rate equal to that firefighter's hourly rate x 3328 divided by 2080.
- b) The IAFF understands the policy which prohibits engaging in outside employment in which the injured worker may reasonably be expected to perform work beyond their restrictions. Further, it is the worker's responsibility to report outside wages to the workers' compensation adjuster in a manner that can be adequately verified.
- c) The IAFF understands that failure to accept a transitional duty assignment that is offered could jeopardize indemnity benefits and agrees to have the firefighter use sick time in the event the firefighter declines a transitional duty offer.
- d) The City agrees that while on transitional duty the firefighter will retain accruals toward retirement and will not experience benefit interruption.
- e) It is mutually understood that while working a 40 hour transitional duty shift, no work is expected on holidays. The firefighter can choose to use their Holiday pay if still available at the time needed, or can choose to use sick time if Holiday pay has already been expended.

ARTICLE 20 HEALTH AND SAFETY

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

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

ARTICLE 21 LABOR/MANAGEMENT MEETINGS

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

The purpose of such meetings shall be to:

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

Section 5.

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

ARTICLE 22 WORK RULES

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 23 APPENDICES AND AMENDMENTS

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

ARTICLE 24 CONCESSION ALLOWANCE

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

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

ARTICLE 25 SAVINGS CLAUSE

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

ARTICLE 26 GRIEVANCE PROCEDURE

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

Grievances shall be processed in the following manner:
Union's Grievance Committee shall receive all grievances in writing and shall determine whether or not a grievance exists.

Step 1.
Within five (5) working days of the receipt of the grievance and if it is determined that a grievance exists, the Grievance Committee shall present the written grievance to the Fire Chief for adjustment. The grievance must be presented within ten (10) working days after the occurrence of an event or action that causes a non-probationary employee to feel aggrieved. No grievance presented after ten (10) working days will be considered under these procedures. The grievance must state the contract provisions(s) violated, the relief sought, the facts supporting the grievance, and must be signed by the aggrieved employee. The Fire Chief shall within ten (10) working days of receipt of the grievance forward their written response to the Union Grievance Committee.

Step 2.

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

Step 3.

Mediation If the grievance is not resolved at Step 2, and the employee and the Union desire to proceed with the grievance then the employee and the Union, within ten (10) working days may request mediation by the Kentucky Department of Labor or any other mutually agreed upon mediator. The mediator shall have five (5) working days to set a date for the mediation hearing within thirty (30) working days. The mediator shall attempt to mediate the dispute at the hearing. Should the mediator fail to resolve the dispute, then either party may request a written advisory opinion from the mediator. The mediator shall be without power or authority to alter, amend or modify any of the terms of this Agreement the advisory opinion of the mediator shall be submitted in writing within a reasonable time, but not later than thirty (30) working days after the date of the hearing. The parties expressly agree that the City and the Union both have the right to accept or reject the mediator's decision.

Step 4:

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

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

ARTICLE 27 WAGE RATES

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

Section 1.

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

Section 2. Wage rates shall be paid as follows, this includes increases in the base wage and a cost of living adjustment (COLA) over a three year period effective the first bi-weekly payroll of each year:

	Payroll July COLA 2.5%	Payroll July COLA 2.5%	Payroll July COLA 3%
Captains	2020	2021	2022
< 10 years	19.63	20.12	20.72
10 years	20.12	20.62	21.24
15 years	20.62	21.14	21.77
20 years	21.14	21.67	22.32
25 years	21.67	22.21	22.87
Lieutenants			
< 10 years	17.85	18.29	18.84
10 years	18.29	18.75	19.31
15 years	18.75	19.22	19.79
20 years	19.22	19.70	20.29
25 years	19.70	20.19	20.80
Firefighter Relief Driver			
2 years	15.81	16.20	16.69
3 years	16.20	16.61	17.10
5 years	16.61	17.02	17.53
10 years	17.04	17.45	17.97
15 years	17.45	17.88	18.42
Firefighter Appointee			
6 months	13.56	13.90	14.32
1 year	14.63	14.99	15.44
3 years	14.99	15.37	15.83
5 years	15.37	15.75	16.22
10 years	15.75	16.15	16.63
15 years	16.15	16.55	17.05
	16.55	16.96	17.47

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

(b) Firefighters appointed to Relief Driver Status will be made by seniority, provided that said firefighters have passed all associated qualifying testing as stated in department policy, with consultation between the Fire Chief and the appropriate Captain(s) and final approval by the City Manager. **Section 3.** Based on comparative pay studies, the City may unilaterally increase the wage rate of any rank within bargaining unit position or classification.

Section 4.

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

Section 5.

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

1. Beginning during the course of this Agreement or
2. Simultaneously with this Agreement

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

ARTICLE 28 CONTINUANCE OF EXISTING MONETARY RIGHTS

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

ARTICLE 29 DURATION

Section 1.

The Agreement, when signed by the duly authorized officers of the City and the Union, shall become effective as of the date of execution, and shall terminate on June 30, 2023. If a new agreement is not executed, the parties may agree in writing to extend the current agreement for an additional period of time.

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

Section 2.

Between November 1 and 15, 2022, either party may request in writing that negotiations be opened to modify or renew this Agreement. Within 10 days of receipt of the request to open negotiations the parties will meet and schedule up to 5 negotiating meetings to be held between January 2 and March 1, 2023. Failure to reach tentative agreement in this timeframe will result in a forty-five (45) day suspension of negotiations. On or about April 16 negotiations will resume and if the parties come to an impasse, either party may request mediation services through the Kentucky Labor Cabinet and the current Bargaining Agreement will be extended for sixty (60) days

THE REMAINDER OF THIS PAGE IS BLANK

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand this _th day of _____, 2020. This agreement, if approved by Final Ordinance, shall become effective upon signing.

FOR THE CITY OF PADUCAH,
KENTUCKY:

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

Brandi Harless, Mayor

Nathan Torian, President

Agenda Action Form

Paducah City Commission

Meeting Date: February 11, 2020

Short Title: Contract with McCracken County Jail for Use of Class D Workers - **J ARNDT**

Category: Motion

Staff Work By: James Arndt, Mark Thompson

Presentation By: James Arndt

Background Information: This Memorandum of Agreement with the McCracken County Jail would allow for Class D inmates to participate in a work program with the Paducah Parks Department. Inmates will work 6 days each week from 8:00 a.m. to 4:00 p.m. cleaning and maintaining Paducah Parks. The McCracken County Jail will provide 2 part time deputies to provide the necessary supervision of the workers. The Parks Department will provide a 15 passenger van, fuel for the van, tools & equipment, training, and maintenance duties for the workers. The Parks Department will also provide wages for the 2 part-time deputies at their base rate for no more than 48 hours per week combined. The term of this MOA will be from March 1, 2020 to November 30, 2020, then will automatically renew until terminated.

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

If yes, please list the Action Step Item Codes(s): R-4: Intensify parks maintenance and cleanliness efforts

Funds Available: Account Name: Grounds/Other

Account Number: 10002402-523070

Staff Recommendation: Approval

Attachments:

1. Ordinance & MOA

ORDINANCE NO. 2020-____ - _____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE MCCRACKEN COUNTY JAIL TO DEFINE THE DUTIES OF EACH PARTY AS IT RELATES TO A PARKS DEPARTMENT WORK PROGRAM FOR CLASS D INMATES

WHEREAS, the Parks Dept. and McCracken County Jail desire to enter into an agreement to define the duties of each party as it relates to a work program for Class D Inmates to clean and maintain parks in Paducah.

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

SECTION 1. Recitals and Authorization. The City hereby authorizes and approves a Memorandum of Agreement in substantially the form attached hereto **Exhibit A**, between the City of Paducah and McCracken County Jail to define the duties of each party as it relates to a Parks Department Work Program for Class D Inmates and authorizes the Mayor to execute said Agreement. The term of this Memorandum of Agreement will be from March 1, 2020 to November 30, 2020, then will automatically renew until terminated.

SECTION 2. Expenditures. The expenditure shall be charged to the Grounds/Other, account number 10002402-523070.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, February 11, 2020

Adopted by the Board of Commissioners, _____

Recorded by Lindsay R. Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\ord\agree-Parks Maintenance – McCracken County Jail Inmates

Memorandum of Agreement

This Memorandum of Agreement (hereinafter referred to as “Agreement”) is made and entered into this the ___ day of _____, 2020 by and between the City of Paducah, through its Parks and Recreation Department (hereinafter referred to as “Parks Dept.”) and the McCracken County Jail (hereinafter referred to as “Jail”) located at 400 South 7th Street, Paducah, Kentucky.

WITNESSETH:

WHEREAS, Parks Dept. and Jail have deemed it appropriate that Parks Dept. use inmate labor from the Jail for a work program with Parks Dept.; and

WHEREAS, the parties have come to an agreement as to the terms and conditions of such management and do now desire to formalize such agreement; and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants as herein set forth, and other good and valuable consideration, the sufficiency, adequacy, and receipt of which is acknowledged by each party, the parties do covenant and agree as follows:

1. **EFFECTIVE DATE.** The effective date for this Agreement shall be March 1, 2020.
2. **PRIMARY TERM:** This Agreement shall be in effect until November 30, 2020.
3. **RENEWAL:** After the Primary Term, this Agreement shall then automatically renew each year for a term lasting from March 1 until November 30 unless terminated pursuant to Section 7 of this Agreement.
4. **City of Paducah Parks Department Responsibilities:**
 - a. Parks Dept. will provide a 1999 fifteen (15) passenger van to the Jail for Jail’s use. City shall provide fuel for the van. City shall also provide maintenance and upkeep of the van. Jail shall conduct a City provided daily check-out routine for the van.
 - b. Parks Dept. shall provide park maintenance duties for the inmates to conduct as directed by the Parks Dept.
 - c. Parks Dept. will provide training to the inmates on how to use the tools and equipment provided by the Parks Dept.
 - d. Parks Dept. shall provide all necessary tools and equipment to complete the duties assigned by the Parks Dept.
 - e. Parks Dept. shall pay the normal hourly wage rate, at their base rate, for up to two (2) part time deputies who will provide the necessary supervision of the

Class D inmates conducting work for the Parks Dept. These deputies shall work a maximum of forty-eight (48) hours per work. Further, these deputies shall not work any overtime without prior approval by Parks Dept.

5. McCracken County Jail Responsibilities:

- a. Jail shall provide Parks Dept. with four (4) Class D inmates to provide labor as assigned by the Parks Dept. during the term and any successive renewal terms.
 - i. Inmates will work 6 days each week with each work day beginning at 8:00 a.m. and concluding at 4:00 p.m. unless otherwise directed by the Parks Dept.
- b. Jail shall provide 2 part time deputies to provide the necessary supervision of the Class D inmates.

6. Indemnification: To the fullest extent provided by Kentucky law, Jail shall be solely responsible for and shall hold Parks Dept. harmless from and against any and all lawsuits, claims, damages, costs and expenses, resulting from the acts or omissions of inmates or correctional officers for injuries (including death) to any and all persons including, but not limited to, any third parties, inmates, and employees of Parks Dept. unless such claims arise from the acts or omissions of Parks Dept.

7. Termination: Either party may terminate this Agreement with thirty (30) days written notice to the other party. Additionally, this Agreement may be terminated at any time by written agreement signed by both parties.

8. General Provisions:

- a. Assignment. Neither party may assign any rights nor delegate any duties under this Agreement without the other party's prior written consent. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- b. Choice of Law; Forum. This Agreement will be governed by, and construed and interpreted according to, the substantive laws of the Commonwealth of Kentucky, without giving effect to its choice of law provisions. The parties hereby consent to the exclusive jurisdiction of the state courts sitting in McCracken County, Kentucky and/or the federal court for the Western District of Kentucky, Paducah Division with respect to all matters arising out of or related to this Agreement.
- c. Amendment. This Agreement may be amended, modified or supplemented only by a writing that refers explicitly to this Agreement and that is signed by authorized representatives on behalf of both parties.

- d. Waiver. No waiver will be implied from conduct or failure to timely enforce any rights. No waiver will be effective unless in writing and signed on behalf of the party against which the waiver is asserted.
- e. Severability. If any part of this Agreement is found invalid or unenforceable, then that part will be enforced to the maximum extent permitted by law, and the remainder of this Agreement will remain fully in force.
- f. Entire Agreement; Purpose and Effect of Agreement. This Agreement (including any exhibits, schedules, or attachments) constitutes the final and entire agreement between the parties relating to its subject matter and supersedes any and all prior or contemporaneous letters, memoranda, representations, discussions, negotiations, understandings and agreements, whether written or oral, with respect to such subject matter, all of the same being merged herein.
- g. Headings. The Article and Section headings contained herein are for reference only and shall not be construed as substantive parts of this Agreement.
- h. No Third Party Beneficiaries. There are no third party beneficiaries of this Agreement, and no person other than Parks Dept. and Jail shall have any legally enforceable rights hereunder.

IN WITNESS WHEREOF, Paducah Parks and Recreation Department and McCracken County Jail have hereunto subscribed their names to this Memorandum of Agreement, the date first written above.

MCCRACKEN COUNTY JAIL

**CITY OF PADUCAH PARKS
DEPTARMENT**

David Knight
McCracken County Jailer

Brandi Harless
Mayor

STATE OF KENTUCKY)

COUNTY OF McCracken)

The foregoing was acknowledged, subscribed, and sworn to before me this _____ day of _____, 2020 by Brandi Harless, Mayor, on behalf of the City of Paducah.

My commission expires:_____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCracken)

The foregoing was acknowledged, subscribed, and sworn to before me this _____ day of _____, 2020 by David Knight, McCracken County Jailer.

My commission expires:_____.

Notary Public, State at Large

Agenda Action Form Paducah City Commission

Meeting Date: February 11, 2020

Short Title: Approve Franchise Agreement Between City of Paducah and Comcast of the South - **P
SPENCER**

Category: Ordinance

Staff Work By: Pam Spencer, James Arndt

Presentation By: Pam Spencer

Background Information: This ordinance is for the renewal of the Cable Television Franchise Agreement with Comcast of the South. The purpose of this Franchise, which has a ten-year term that would be effective March 1, 2020, is to grant a non-exclusive franchise to Comcast to continue to operate and maintain a cable television system within the City. The City issued a request for proposals for a Cable Television Franchise in January with a deadline of February 6, 2020. Comcast submitted the only proposal.

The previous contract officially expired in November 2016 with the City and Comcast operating under monthly contract extensions since then. The City and Comcast have been in negotiations to renew the franchise agreement prior to the expiration. The process took longer than expected due to both sides waiting for a ruling from the Kentucky Supreme Court regarding the telecommunications tax and franchise fees. Also, a recent Order adopted by the Federal Communications Commission resulted in the need for additional language.

The Franchise Agreement includes the following requirements: 1) Comcast must operate and maintain a system providing a minimum of 120 channels; 2) a ten-year franchise term; 3) requires Comcast to provide three channels available for local public, educational and governmental (PEG) programming; 4) requires Comcast to provide a subscriber drop and free monthly cable service to specified public and educational institutions; 5) requires Comcast to collect 0.90% of gross revenues to support PEG access; and 6) requires Comcast to provide a video fiber transport network connecting public facilities to Comcast's head end facility to redistribute PEG programming over the subscriber network.

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 Franchise Agreement Between City of Paducah and Comcast

Attachments:

1. Ordinance
2. Renewal-Franchise-Summary-Grogan-prepared
3. Renewal-Franchise-with-Comcast-final-Grogan

ORDINANCE 2020-____ - _____

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO COMCAST OF THE SOUTH TO OPERATE AND MAINTAIN A CABLE SYSTEM WITHIN THE CORPORATE LIMITS OF THE CITY OF PADUCAH, KENTUCKY, PURSUANT TO THE TERMS AND PROVISIONS OF THE PADUCAH ORDINANCE FOR REGULATION OF CABLE COMMUNICATIONS, AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FRANCHISE AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND COMCAST OF THE SOUTH

WHEREAS, Comcast filed a request with the City to activate the formal process for renewing its Cable Television Franchise Agreement (“Franchise”) pursuant to 47 U.S.C. §546(a)-(g); and

WHEREAS, the City commenced a proceeding to identify the future cable-related community needs and interests and to review the performance of Comcast under its existing Franchise; and

WHEREAS, the City of Paducah issued a request for proposals for a Cable Television Franchise in January 2020 with a deadline of February 6, 2020; and

WHEREAS, Comcast of the South submitted the only proposal; and

WHEREAS, the purpose of this Franchise is to grant a non-exclusive franchise to Comcast to continue to operate and maintain a cable television system within the City of Paducah.

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

SECTION 1. The Mayor is hereby authorized, by and on behalf of the City, to execute the Franchise Agreement between the City of Paducah, Kentucky, and Comcast of the South dated January 2, 2020.

SECTION 2. There is hereby granted by the City of Paducah, Kentucky, to Comcast of the South the right and privilege to construct, operate, maintain, and extend a Cable System to all places within the City in accordance with the provisions set forth in the Franchise Agreement.

SECTION 3. Franchisee shall assume the reasonable publication costs as shall be presented to the Franchisee by the City Clerk after acceptance of this Franchise by the City and appropriate publication has occurred.

SECTION 4. That if any section, paragraph or provision of this ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section paragraph and provision hereof separable from all other sections, paragraphs and provisions.

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

Brandi Harless, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, February 11, 2020

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\franchise cable 2020

RENEWAL FRANCHISE WITH COMCAST OF THE SOUTH

City of Paducah, Kentucky

Section	Description
Term	10 year term – the effective date is March 1, 2020.
“Wireline MVPD” definition	Wireline MVPD is new defined term in the renewal franchise and is used in the updated version of the level playing field section of the renewal franchise.
Complimentary Services	<p>The language in this section includes additional locations to receive complimentary cable service.</p> <p>On or about April 1, 2020, Comcast will provide the City with a price list that has the costs to provide service at each location listed in the renewal franchise. The City will then have 120 days to designate the level of service to be provided by Comcast at each location. This change was necessitated by a recent Order adopted by the Federal Communications Commission (FCC). Language has also been included in the renewal franchise to require that Comcast provide complimentary service if the FCC order is stayed or reversed on appeal.</p>
Special Testing	The City may request that Comcast perform special testing in response to a pattern of customer complaints regarding signal quality.
PEG Fee	<p>The 2006 franchise required that Comcast collect and remit to the City a 25¢ per subscriber, per month PEG Fee.</p> <p>The renewal franchise obligates Comcast to collect and remit to the City 0.9% of gross revenues to support PEG access programming. The payment continues to be due 45 days after the close of each calendar quarter.</p>
	The 2006 franchise obligated the City to match dollar for dollar Comcast’s annual PEG Fee in support of PEG assess programming. This obligation has been removed from the renewal franchise and now requires that the City spend the PEG Fees to fund PEG expenditures in accordance with Applicable Law.
PEG Fiber Transport	<p>The 2006 franchise obligated Comcast to provide an institutional network (I-Net).</p> <p>In the renewal franchise the I-Net obligation was replaced with the obligation that Comcast provide a fiber transport for PEG programming from specific City locations to Comcast’s head end and then distributed to the subscriber network.</p>

Section	Description
Emergency Alert Capability	This provision was updated to include compliance with applicable laws, including the Kentucky Emergency Management (KYEM) requirements.
Franchise Fees	Comcast will continue to submit a franchise fee in the amount of 5% of its gross revenues to the City on a quarterly basis, due 45 days after the close of each calendar quarter.
Electronic Programming Guide	Comcast will allow City to make arrangements with the channel guide vendor to make detailed PEG programming listings available on the guide. The City will be responsible for providing the information to the vendor and all costs of the guide service.
Video on Demand	To accommodate PEG programming in HD, Comcast will provide 25 hours of SD or HD access programming or a combination of both as supplied by the City to Comcast.

CABLE TELEVISION FRANCHISE AGREEMENT

FOR THE

CITY OF PADUCAH, KENTUCKY

AND

COMCAST OF THE SOUTH

January 2, 2020

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FRANCHISE AGREEMENT

THIS AGREEMENT, with an effective date of March 1, 2020, is between the City of Paducah, Kentucky, a municipal corporation of the Commonwealth of Kentucky (“City”), and Comcast of the South (“Comcast”).

WHEREAS, Comcast filed a request with the City to activate the formal process for renewing its Cable Television Franchise Agreement (“Franchise”) pursuant to 47 U.S.C. § 546(a)-(g);

WHEREAS, the City commenced a proceeding to identify the future cable-related community needs and interests and to review the performance of Comcast under its existing Franchise;

WHEREAS, during the course of the formal proceeding the City and Comcast agreed to revert to the informal process pursuant to 47 U.S.C. § 546(h) and enter into franchise renewal negotiations;

WHEREAS, the Paducah Board of Commissioners, approved the terms of the renewed Franchise expressed herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein it is agreed as follows:

Section 1. Short Title. This agreement may be referred to and cited as the “Franchise Agreement” or “Franchise.”

Section 2. Definitions. Except as provided below, the terms, phrases, words, and their derivations used in this Franchise shall have the meaning given in the City’s Cable Ordinance. If not defined therein, the term shall have the meaning defined in the Cable Act, and if not defined therein, such undefined term shall be construed to reflect common usage as would apply, especially in the cable television industry where applicable:

(a) “Cable Act” is Title VI of the Communications Act of 1934, as amended from time to time, 47 U.S.C. § 521 et. seq.

(b) “Cable Ordinance” is Chapter 22 Cable Communications of the City’s Code of Ordinances.

(c) “Franchisee” is Comcast of the South, or its lawful successor, transferee or assignee.

(d) “Wireline MVPD” is a multichannel video programming distributor that utilizes the Streets to install cable or fiber and is engaged in the business of making available for purchase, by Subscribers, multiple Channels of video programming in the City.

Section 3. Grant of Authority.

(a) There is hereby granted by the City to the Franchisee the right and privilege to construct, operate, maintain, and extend a Cable System to all places within the City in accordance with the provisions herein. The rights granted hereunder shall be non-exclusive and shall not be transferred or assigned without the prior approval of the City as provided for in Section 29, herein.

(b) The Franchisee shall have the right to use and occupy Streets and Public Ways and Utility Easements for the purpose of installing and maintaining its wires, cables, and associated equipment in or on poles, by direct burial, or in underground conduits as necessary for the operation of the Cable System to provide Cable Service. This authority, however, does not obviate the need for obtaining permits from the City for construction involving the disturbance of Streets and for compliance with all City regulations and requirements relative to construction and operation of facilities in the Public Ways. The Cable System constructed and maintained by Franchisee or its agents shall not interfere with other uses of Streets. Nothing in this Franchise shall be construed to prohibit the Franchisee from providing services other than Cable Services as permitted by Applicable Law. The City hereby reserves all of its rights to regulate such other services to the extent not prohibited by Applicable Law and no provision herein shall be construed to limit or give up any regulatory right of the City.

Section 4. Reservation of Authority. The Franchisee specifically agrees to comply with the lawful provisions of the City Code and applicable regulations of the City. Subject to the police power exception below, in the event of a conflict between A) the lawful provisions of the City Code or applicable regulations of the City and B) this Franchise, the express provisions of this Franchise shall govern. Subject to express federal and state preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to the City Code, ordinances or any regulation of City, except in the lawful exercise of City's police power. Franchisee acknowledges that the City may modify its City Code and regulatory policies by lawful exercise of the City's police powers throughout the term of this Franchise. Franchisee agrees to comply with such lawful modifications to the City Code; however, Franchisee reserves all rights it may have to challenge such modifications to the City Code whether arising in contract or at law. The City reserves all of its rights and defenses to such challenges whether arising in contract or at law. Nothing in this Franchise shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Streets.

Section 5. Compliance with Applicable Laws and Ordinances.

(a) The Franchisee voluntarily makes the following express representations:

(1) Franchisee has examined all provisions of the Cable Ordinance and accepts and agrees to all the provisions of the Cable Ordinance as of the date of this Franchise's enactment, unless otherwise provided for herein.

(b) Notwithstanding any provision to the contrary, if a non-wireless facility based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers “Cable Service” or its functional equivalent (including, but not limited to, Video Programming under 47 U.S.C. § 571(a)(3) or § 573) within the Franchise Area (“new Wireline MVPD”) with or without a Franchise or other similar lawful authorization granted by the City, and the City has the legal authority to mandate that new Wireline MVPD obtain a franchise or other similar lawful authorization from the City, then the City shall permit the Franchisee to construct and/or operate its Cable System and provide multi-channel video programming or its equivalent to Subscribers in the City under equivalent material terms and conditions when considered as a whole, as applicable to the new Wireline MVPD. “Material terms and conditions” include, but are not limited to: Franchise Fees and Annual Gross Revenues definition; the number of Public, Education and Government Access Channels and the transportation of those PEG Channels to the headend and the PEG Fee; customer service standards; and proportionate courtesy Cable Services. Within ninety (90) days after the Franchisee submits a written request to the City, the Franchisee and the City shall, following good faith negotiations and mutual agreement, enter into an agreement or other appropriate authorization (if necessary) containing the equivalent Material terms and conditions as are applicable to the new Wireline MPVD. If the parties are unable to reach agreement, following good faith negotiations, either party may seek review in a court of competent jurisdiction. Nothing herein shall in any way limit or reduce Franchisee’s right to provide Cable Service in the City under Applicable Laws, nor the City’s right to regulate Franchisee’s provision of Cable Service in the City under Applicable Laws. The provisions of this Section 5(b) shall apply to any wireline facility owned or operated by the City.

Section 6. Provision of Service.

(a) The Franchisee shall extend Cable Service to all residents within the City in accordance with the following standards.

(1) General Service Obligation. The Franchisee shall provide Cable Service to every residential dwelling unit within the Franchise Area reaching the minimum density of at least twenty (20) dwelling units per mile measured from the nearest technically feasible point of connection to Franchisee’s existing distribution cable. The Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred fifty (150) feet of the Franchisee’s existing distribution cable.

(2) The Franchisee may elect to provide Cable Service to areas not meeting the above density and distance standards. In so doing, the Franchisee may impose an additional charge in excess of its Standard Installation charge for any service installation requiring a Drop in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation which exceeds the one hundred fifty (150) foot standard set forth above. In the event of annexation into the Franchise Area, the Franchisee is not obligated to provide service to the area unless it meets

the twenty (20) dwelling units per mile measured from the nearest technically feasible point of connection to Franchisee's existing distribution cable.

(b) Franchisee shall maintain the existing installations consisting of one (1) Drop and one (1) outlet at City Hall, the McCracken County Public Library, each fire and police station, the public works facility and floodwall maintenance shop, the parks department and Paducah-McCracken County Senior Center, the information technology/911 facility, the Paducah Recreation Center and each public and private accredited K-12 school within the City including the Board of Education. Any charge for relocation of such installation shall be charged at Franchisee's current rate for such work. Additional installations at the same location shall be made by Franchisee only upon request of the City and at Franchisee's current rate for such work.

(1) No sooner than thirty (30) days of the effective date of this Franchise, the Franchisee may provide the City with a price list for the purchase of Cable Services and equipment at the locations listed in Section 6(b) above. The City shall have up to one hundred and twenty (120) days within which to designate the level of Cable Service to be provided at each location. The total charge for the Cable Service requested and necessary equipment shall be invoiced to the City as elected by the City. Franchisee agrees that charges for Cable Service imposed upon the City shall be set at rates no more burdensome nor less favorable than those charged by Franchisee to its cable customers within the Franchise Area.

(2) In the event the FCC's Third 621 Order is stayed or is finally reversed on appeal as to the issue of complimentary Cable Services constituting Franchise Fees, the City may request, and Franchisee shall provide, at no cost, Basic Cable Service be provided at the locations listed in Section 6(b) above. However, in no event shall Franchisee be obligated to provide such complimentary Basic Cable Service to more than twenty (20) locations in the City.

(c) To the extent prohibited by Applicable Law, no complimentary service obligations shall be enforceable if it would cause the Franchisee or the receiving entity to violate e-rate gift prohibitions or similar restrictions.

(d) Unless otherwise preempted by Applicable Law, Subscriber rates may be set and modified pursuant to Sec. 22-71 of the Cable Ordinance. The City reserves the right to implement rate regulation and prescribe procedures for establishing and modifying rates when, and to the extent, permitted by federal law and/or FCC rules.

Section 7. Insurance, Bonds and Indemnification.

(a) The insurance, performance bond and indemnification obligations as specified in Sec. 22-46 of the Cable Ordinance shall apply. Franchisee shall continue to comply with Section 22-46 of the Cable Ordinance. Upon the effective date of this Franchise, nothing in this Section 7 shall require Franchisee to refile documentation with

the City so long as Franchisee is currently in compliance with Section 22-46 of the Cable Ordinance. Notwithstanding the foregoing, the Franchisee shall not be obligated to indemnify the City for any damages, liability or claims resulting from the willful misconduct or negligence of the City or for the City's use of the PEG Channels.

Section 8. System Design: Minimum Channel Capacity.

(a) Franchisee shall develop, construct, operate, and maintain for the term of this Franchise, a System providing a minimum of one hundred twenty (120) Channels of programming consistent with the specifications attached hereto as Exhibit A.

(b) The System is a hybrid fiber-coaxial architecture. In addition, the System will be designed with the capability to transmit return signals upstream in spectrum to be determined by Franchisee.

(c) All programming decisions shall be made by Franchisee in accordance with applicable law, provided that Franchisee notifies City and Subscribers in writing thirty (30) days prior to any Channel deletions or realignments, and further subject to Franchisee's signal carriage obligations pursuant to 47 U.S.C. § 531-536, and further subject to City's rights pursuant to 47 U.S.C. § 545. Location and relocation of the PEG Access Channels shall be governed by Attachment C attached hereto. Such written notices may be delivered electronically.

Section 9. Interruption of Service. Franchisee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a total period of more than twenty-four (24) continuous hours in any thirty (30) day period, Subscribers shall, upon request, be credited pro rata for such interruption.

Section 10. Emergency Alert Capability. At all times during the term of this Franchise, Franchisee shall provide and maintain an Emergency Alert System (EAS) consistent with Applicable Laws including 47 C.F.R., Part 11, as may be amended or modified from time to time, and the Kentucky Emergency Management (KYEM) requirements. The City may identify authorized emergency officials for activating the EAS consistent with the KYEM requirements. The City may also develop a local plan containing methods of EAS message distribution, subject to applicable laws and the KYEM requirements. Nothing in this section is intended to expand Franchisee's obligations beyond that which is required by the KYEM requirements and Applicable Law.

Section 11. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations. To the extent those standards are altered, modified or amended during the term of this Franchise, the Franchisee shall comply with such alterations, modifications or amendments within a reasonable period after their adoption by the FCC. In addition, Franchisee is subject to the technical standards outlined in Attachment A, attached hereto.

Section 12. Special Testing. Pursuant to the FCC's Report & Order in *In re Cable Television Technical and Operational Standards* issued September 25, 2017, the City may request testing of compliance with signal quality standards in response to a pattern of customer complaints regarding signal quality. If such special testing establishes that the System meets all required FCC technical standards, the City shall bear its expense for such special testing. If such special testing establishes that the System does not meet all required FCC technical standards, Franchisee shall bear the City's expense for such special testing.

Section 13. Access Facilities.

(a) The Franchisee shall provide Access Channels and Services pursuant to the requirements of Attachment C hereto. No later than sixty (60) days after the effective date of this Franchise, Franchisee shall collect on behalf of City a per Subscriber fee of Nine Tenths percent (.90%) of Annual Gross Revenues to support PEG access in the City pursuant to federal law (hereinafter "PEG Fee"). The payment of PEG Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter in the same manner as Franchise Fee payments are remitted pursuant to Section 15 herein. The PEG Fee may be reduced based upon mutual agreement of the parties. Consistent with Section 21(d) of this Franchise, in the event the imposition of a PEG Fee is determined to be unenforceable under Applicable Law or is otherwise declared invalid by any court, agency, commission, legislative body, or other authority of competent jurisdiction the PEG Fee shall no longer be enforceable under this Franchise absent a subsequent change in Applicable Law.

(b) The PEG Fee may be used by City to fund PEG expenditures in accordance with Applicable Law.

(c) The PEG Fee may be categorized, itemized and passed through to Subscribers as permissible, in accordance with 47 U.S.C. § 542 or other Applicable Laws. Franchisee shall pay the PEG Fee to the City on a quarterly basis. Any PEG Fees owing pursuant to this Franchise which remain unpaid more than thirty (30) days after the date the payment is due shall be delinquent and shall thereafter accrue interest compounded at the Wall Street Journal Prime rate plus two percent (2%).

(d) Franchisee shall provide PEG Fiber Transport as described in Exhibit B.

(e) Franchisee shall not be obligated to comply with Section 22-39(c) of the Ordinance.

Section 14. Other Business Licenses. This Franchise authorizes only the operation of a Cable System as provided for herein, and does not take the place of any other generally applicable franchise, license, or permit which might be required of the Franchisee by law.

Section 15. Franchise Fees.

(a) Franchisee shall pay City a Franchise Fee in an amount equal to five percent (5%) of Annual Gross Revenues derived by the Franchisee from the operation of the Cable System in the Franchise Area to provide Cable Services. The payment of

Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Franchisee showing the basis for the computation of the Franchise Fees paid during that period. Any Franchise fees owing pursuant to this Franchise which remain unpaid more than thirty (30) days after the date the payment is due shall be delinquent and shall thereafter accrue interest compounded at the Wall Street Journal Prime rate plus two percent (2%). The City shall have the right to audit Franchisee's Franchise Fee payments in accordance with the Cable Ordinance at Section 22-72.

(b) Nothing in this Franchise shall in any way be construed to prohibit the City from collecting any generally applicable fees, taxes or assessments as may be permitted by Applicable Laws.

Section 16. Reports. Within ninety (90) days of the end of its fiscal year and only in response to a written request by the City, the Franchisee shall file with the City the reports required by Sec. 22-45 of the Cable Ordinance.

Section 17. Customer Service. The Franchisee shall provide customer service consistent with the provisions of Article IV – Customer Protection and Service Standards of the Cable Ordinance.

Section 18. Conflicts. In the event of a conflict between this Franchise and the Cable Ordinance, the Franchise shall prevail and control.

Section 19. Publication Costs. Franchisee shall assume the reasonable publication costs as shall be presented to the Franchisee by the City Clerk after acceptance of this Franchise by the City and appropriate publication has occurred.

Section 20. Notices. All formal notices under this Franchise shall be delivered by hand, U.S. mail (certified or registered), or any courier service that verifies the date of delivery and shall be considered given upon the date of receipt. Notices shall be sent to the City and Franchisee as follows:

City: Attention: City Manager
300 South Fifth Street
Paducah, Kentucky 42003

Franchisee: Comcast Cable, Heartland Region
Attention: Vice President of Government & Regulatory
Affairs
41112 Concept Drive
Plymouth, MI 48170

with a nonbinding
courtesy copy to: Comcast Cable
Attention: Government Affairs Department
600 Galleria Parkway, Suite 1100
Atlanta, GA 30339

and Comcast Cable
Government Affairs Department
1701 JFK Blvd., 49th Floor
Philadelphia, PA 19103

Section 21. Miscellaneous Provisions.

(a) Whenever this Franchise shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence.

(b) This Franchise may not be amended except by written instrument agreed to and executed by both parties hereto.

(c) This Franchise shall be deemed to be executed in the County of McCracken, Commonwealth of Kentucky, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with the laws of the Commonwealth of Kentucky, as applicable to contracts entered into and performed entirely within the Commonwealth.

(d) If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 22. Term of Agreement. The term of this Franchise shall be ten (10) years, beginning on March 1, 2020, unless renewed, revoked, or terminated sooner as herein provided.

Section 23. Force Majeure. The Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Franchise or the Cable Ordinance, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado, wild fire or other catastrophic act of nature, failure of utility service (through no fault of Franchisee) necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Franchisee's ability to anticipate or control.

Section 24. Entire Agreement. This Franchise, including all Attachments, embodies the entire understanding and agreement of the City and the Franchisee, supersedes all prior agreements or proposals except as specifically set forth herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 25. No Third Party Beneficiaries. Nothing in this Franchise or any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

Section 26. No Waiver of Rights. Nothing in this Franchise shall be construed as a waiver of any rights, substantive or procedural, the Franchisee may have under federal or state law unless such waiver is expressly stated herein.

Section 27. Renewal of Franchise. The renewal of this Franchise shall be governed by and comply with the provisions of 47 U.S.C. § 546 of the Cable Act, as amended.

Section 28. Enforcement and Termination of Franchise.

(a) Notice of Violation or Default. In the event the City believes that the Franchisee has not complied with the material terms of this Franchise, it shall notify the Franchisee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

(b) Franchisee's Right to Cure or Respond. The Franchisee shall have thirty (30) days from the receipt of the City's notice described in Section 28(a), above: (i) to respond to the City, contesting the assertion of noncompliance or default, or (ii) to cure such default, or in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

(c) Public Hearings. In the event the Franchisee fails to respond to the City's notice described in Section 28(a), above, or in the event that the alleged default is not remedied within thirty (30) days or such longer time period as may be mutually agreed upon by City and Franchisee, pursuant to Section 28(b), above, the City shall schedule a public hearing regarding the default. Such public hearing shall be held at the next regularly scheduled meeting of the City that is scheduled at a time, which is no less than ten (10) business days therefrom. The City shall notify the Franchisee in writing of the time and place of such meeting and provide the Franchisee with a reasonable opportunity to be heard.

(d) Enforcement. Subject to applicable federal and state law, in the event the City, after such public hearing, determines that the Franchisee is in default of any provision of the Franchise, the City may:

(1) draw from the performance bond required by Section 22-46 of the Cable Ordinance;

(2) seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages or seek other equitable relief; or

(3) in the case of a substantial default of a material provision of the Franchise, declare the Franchise to be revoked in accordance with the following:

(i) The City shall give written notice to the Franchisee of its intent to revoke the Franchise on the basis of noncompliance by the Franchisee, including one (1) or more instances of substantial

noncompliance with a material provision of this Franchise Agreement. The notice shall set forth with specificity the exact nature of the noncompliance. The Franchisee shall have thirty (30) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from the Franchisee, it may then seek termination of this Franchise Agreement at a public hearing. The City shall cause to be served upon the Franchisee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Franchisee an opportunity to state its position on the matter, present evidence, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Franchisee within ten (10) business days. The decision of the City shall be in writing and shall be delivered to the Franchisee in the manner set forth in Section 20, herein. The Franchisee may appeal such determination to an appropriate court. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the City.

(iii) The City may, at its sole discretion, take any lawful action that it deems appropriate to enforce its rights under the Franchise in lieu of revocation.

Section 29. Transfer of the Franchise. Notwithstanding anything to the contrary in the Cable Ordinance or this Franchise, neither the Franchisee nor any other Person may transfer the Cable System or this Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Franchisee defined as an acquisition of fifty-one (51) percent or greater ownership interest in Franchisee shall take place without the prior written consent of the City. No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in this Franchise or the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. The City shall, in accordance with FCC rules and regulations, notify the Franchisee in writing of information it requires, if any, to determine the legal, financial, and technical qualifications of the transferee. So long as required by applicable FCC regulations, if the City has not taken action on the Franchisee's request for transfer within one hundred twenty (120) days after receiving such request, consent to the transfer shall be deemed given.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as follows:

ATTACHMENT A
DESCRIPTION OF SYSTEM

1. System. The Cable System shall be designed, constructed, routinely inspected, and maintained to guaranty the Cable System meets or exceeds the requirements of the most current additions of the National Electrical Code (NFPA 70) and the National Electrical Safety Code (ANSI C2).
2. General Requirements. Franchisee shall use equipment used in high-quality, reliable, modern Cable Systems of similar design.
3. Technical Specifications. The System shall meet or exceed FCC requirements. The System shall be designed such that no noticeable degradation in signal quality attributable to the System will appear at the Subscriber terminal.

ATTACHMENT B
PEG FIBER TRANSPORT

PEG Fiber Transport.

1. The Franchisee shall continue to provide, at no charge or reimbursement of Franchisee's costs, during the term of the Franchise, the transmission of the PEG origination locations via the bi-directional facility that connects the locations listed in paragraph 2 below to the Franchisee's head end facility that exists as of the effective date of this Franchise ("Video Fiber Transport Network").

2. The Video Fiber Transport Network shall serve all of the PEG origination locations listed below.

West KY Community and Technical College	Main Campus 4810 Alben Barkley Drive
West KY Community and Technical College	Technical Campus 4810 Alben Barkley Drive
McCracken County Courthouse	300 South 7 th Street
Paducah City Hall	300 South 5 th Street
McCracken County Public Library	555 Washington Street

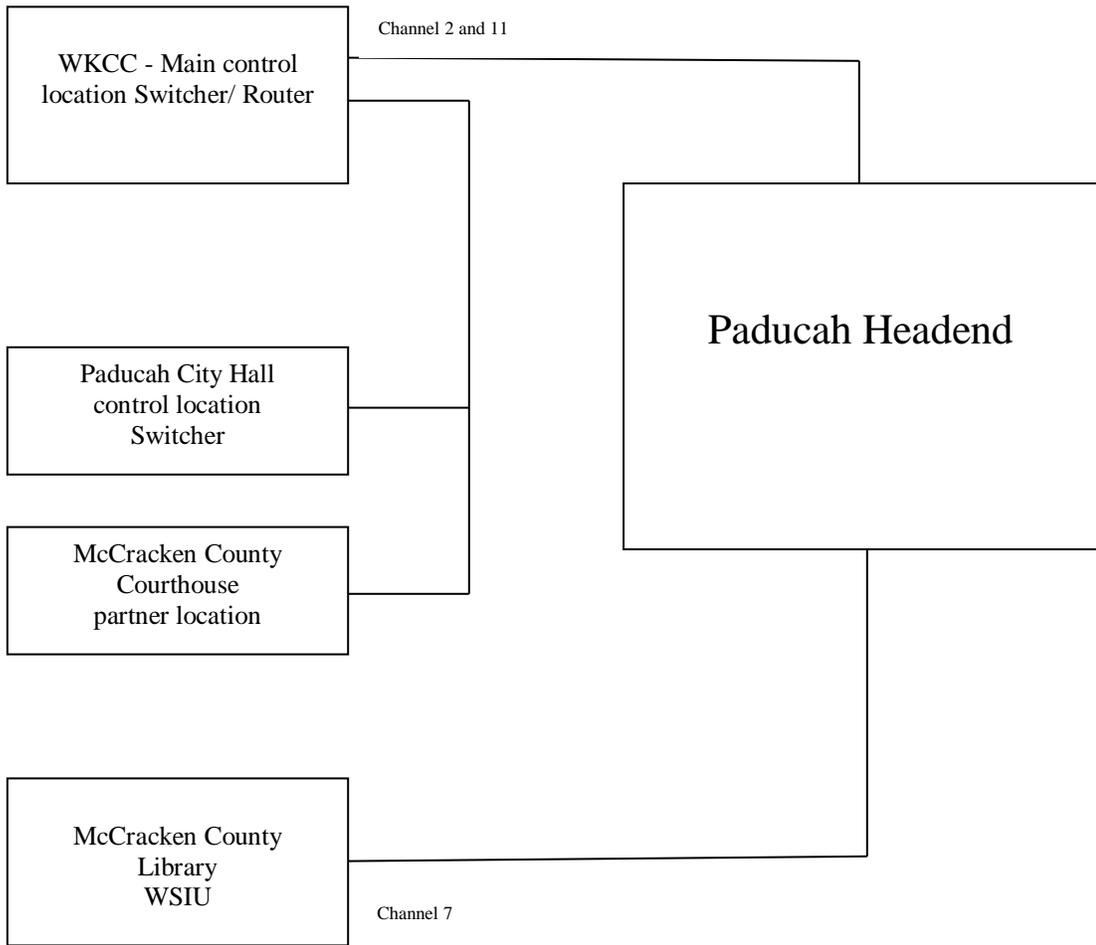
3. Transport equipment for the purpose of inserting Video Programming on the Video Fiber Transport Network, to the extent not already installed as of the effective date of this Franchise, shall be the responsibility of the Franchisee. Franchisee shall purchase and install the transmitters/encoders and receivers needed at the locations in paragraph 2 above, if needed. Maintenance costs of the PEG transport network ("Transport Maintenance") will be at the City's expense. Franchisee will provide the City with prior notice of the anticipated costs of the Transport Maintenance at the time such maintenance is suggested by the Franchisee or requested by the City, and Franchisee shall invoice the City for such costs upon completion of the work.

4. All other PEG production equipment and transmitting equipment (on City's side of the demarcation point) shall be the responsibility of the City to purchase, install and maintain.

5. The Video Fiber Transport Network shall be capable of carrying Video Programming inserted at the locations in paragraph 2, above, upstream to the headend for redistribution over the Subscriber network.

6. The Franchisee will be given up to six (6) months from execution of this Franchise Agreement to construct and implement the Video Fiber Transport Network.

PEG Fiber Transport Diagram



ATTACHMENT C
ACCESS CHANNELS

I. GENERAL

A. The Franchisee shall provide Access Channels sufficient to meet community needs during the term of the Franchise as provided for herein.

B. Access Channel operations must conform to the following minimum requirements:

1. Access Channels shall be carried on the Franchisee's lowest priced Cable Service offering in accordance with Section 611 of the Cable Act.

2. Subject to Section II.A.2 below, the Franchisee shall have no control over the content of any programming carried on Access Channels. The Authority may select a non-profit corporation or other entity to manage the Access Channels consistent with the requirements of the Cable Ordinance, this Franchise, and Applicable Law.

3. Upon the effective date of this Franchise and the subsequent acceptance of this Franchise, the Franchisee agrees to continue to provide three (3) Access Channels.

4. All programming transmitted over the Access Channels shall be non-commercial in nature. Program material to be distributed on Access Channels shall contain no advertising or commercial content. Franchisee and City agree that City or the producer or distributor of such programming may include acknowledgments for Persons, which sponsor or underwrite access programming in a manner substantially similar to the sponsorship information provided on the Public Broadcasting System (PBS).

C. Access Channels shall be operated in conformity with the provisions of this Franchise and the Cable Ordinance.

D. An Access user, whether an individual, educational or governmental user, or any other lawful entity, acquires no property or other interest by virtue of the use of a Channel so designated, and may not rely on the continued use of a particular Channel number, no matter how long the same Channel may have been designated for such use. Franchisee, however, shall not relocate any Access Channel to a different Channel number without first giving thirty (30) days advanced written notice to the City. The Franchisee shall endeavor to provide as much advance notice as possible to City for any Access Channel relocation.

E. In the event any Access Channel(s) is relocated, Franchisee shall reimburse City up to Three Thousand and No/100 Dollars (\$3,000.00) for all reasonable actual costs associated with such a move including change of letterhead, promotion of the new

Channel location and promotional spots for the new location and inform Subscribers of the new Channel location through bill inserts and newspaper advertisements.

F. Franchisee shall provide the Access Channels as part of the Cable Service provided to any Subscriber, at no additional charge to the City, access users or Subscribers other than the permitted basic services fee under applicable law so that the Access Channels are viewable by the Subscriber without the need for additional equipment beyond that required to receive the lowest priced Cable Service offering.

G. To the extent the configuration of the Cable System allows for detailed program listings to be included on the digital Channel guide, Franchisee will allow City to make arrangements with the Channel guide vendor to make detailed programming listings available on the guide. The City will be solely responsible for providing the program information to the vendor in the format and timing required by the vendor and shall bear all costs of this guide service.

H. The Franchisee shall make a reasonable effort to group Access Channels with like Channels in the lowest cost SD and HD tier, and will be located in reasonable proximity to broadcast channels and other basic mainstream cable/satellite Channels.

I. The Franchisee shall maintain all existing upstream and downstream Access Channels and connections at the same level of technical quality and reliability required by this Franchise and all other Applicable Laws. Franchisee, in accordance with Applicable Law, shall provide routine maintenance and shall repair and replace all transmission equipment, including transmitters/receivers, associated cable and equipment in use upon the effective date of this Franchise, necessary to carry a quality Access Channel signal to and from a designated demarcation point between the City and Franchisee as set forth in Attachment B.

J. In the event Franchisee makes any change in the Cable System and related equipment and facilities or in Franchisee's signal delivery technology, which directly or indirectly affects the signal quality or transmission of Access Channels or Access programming or requires City to obtain new equipment in order to be compatible with such change for purposes of transport of and delivery of any Access Channels (SD or HD), Franchisee shall, at its own expense and free of charge to City, take necessary technical steps or provide necessary technical assistance and training of City's Access personnel to ensure that the capabilities of Access services are not diminished or adversely affected by such change.

K. Unused Access Channel capacity may be utilized by Franchisee. Because blank or underutilized Access Channels are not in the public interest, in the event the City or other Access Channel user elects not to fully program its Channel(s), the Franchisee may program unused time on such Channels subject to reclamation by the City upon no less than sixty (60) days' notice.

L. The Franchisee shall not be obligated to indemnify the City for any damages, liability or claims resulting from the willful misconduct or gross negligence of the City for the City's use of any PEG Access Channels.

M. The City will obtain from any non-governmental Access Channel programmer or user a written statement indemnifying Franchisee and the City from all claims regarding that party's programming or use of Access Channels.

N. Indemnification. The Franchisee shall not be required to indemnify City for any liability, loss or damage due to violation of the intellectual property rights of third parties or arising out of the content of programming shown on any PEG channel and from claims arising out of the City's rules for or administration of the PEG Access Channels.

II. ACCESS CHANNELS

A. Public Access Channel

1. The Franchisee shall provide capacity on one (1) Channel for public access purposes originating at West Kentucky Community & Technical College located at 4810 Alben Barkley Dr.

2. The City shall provide access to such capacity on a first-come-first served, non-discriminatory basis. The City, however, may reserve the right to limit the amount of time granted any one party in order to ensure that all users have access opportunity. Use limitations may be imposed only in those situations where demand exceeds availability.

3. The Franchisee shall not exercise any control over program content with the following exceptions:

(a) A participant in public access cablecasting may not present any advertisement of, or information concerning any lottery, gift, enterprise or similar scheme, offering change, or any list of prizes. This prohibition does not apply to advertisement of, or information concerning state-conducted lotteries where the transmission is permitted by federal statute or FCC rules and regulations.

(b) A participant in public access cablecasting may not present obscene material.

(1) Franchise shall not exercise editorial control over any use of Access Channel capacity, except the Franchisee may pre-screen or take other appropriate steps to ensure that obscene materials are not cablecast. Such steps may include, but not be limited to, requesting that the offending portions be deleted or by refusing to allow the program on the System.

(2) A participant may not present any advertising material designed to promote the sale of commercial products or services, including advertising by or on behalf of candidates for public office on any Access Channel. However, this is not to be construed to mean that candidates for public office may not appear on any Access Channel in behalf of their candidacy providing their appearance is in accordance with statutory requirements and FCC rules and regulations.

B. Government Access Channel

1. The Franchisee shall provide capacity on one (1) Channel for government access purposes originating at Paducah City Hall located at 300 South 5th Street. This Channel shall be made available in order to increase the general public's awareness of local governments by allowing for live or recorded coverage of Paducah City Commission and the McCracken County Fiscal Court meetings, planning commission meetings, special hearings, committee meetings, and discussions of independent boards, commissions, and City and county departmental programs. The Franchisee shall cooperate with the City and provide assistance, advice and technical aid necessary to provide maximum utilization of the governmental Access Channel for whatever needs arise. This provision does not include actual production assistance. To the extent Franchisee imposes charges on the City for any assistance, advice and technical aid, Franchisee will provide advance written notice to City before any charges are imposed and invoiced to the City.

2. The governmental Access Channel shall serve as a means for the Mayor, Judge/Executive, City and County officials to communicate with the citizens of the Paducah Community. More specifically this Channel shall be regularly used to provide the Paducah Community with up to date information regarding day-to-day operations of the City, County, state and Federal governments.

C. Educational Access Channel

1. The Franchisee shall dedicate capacity on one (1) Channel for the use by educational institutions such as primary and secondary schools, but not "home" schools, in the City of Paducah and McCracken County. It originates at the McCracken County Public Library located at 555 Washington Street.

2. To the extent not otherwise provided for in Section II. A.3 above, the Franchisee shall not exercise any control over programming.

D. City shall retain title to all PEG equipment currently in use for PEG purposes which was purchased by Franchisee during the preceding franchise term.

III. VIDEO ON DEMAND

A. To accommodate PEG programming in HD, Comcast will provide, for as long as the Franchisee makes video on demand (“VOD”) available on its Cable System, in its VOD offerings twenty-five (25) hours of either SD or HD Access programming or a combination of both or such greater amount as may be mutually agreed to by the parties, as designated and supplied by the City to the Franchisee. Franchisee and City shall execute a Video on Demand Licensing Agreement. Franchisee will not charge the City for VOD unless Applicable Law allows Franchisee to impose such a charge and any such charge will be set at rates that are not discriminatory against the City.

B. The City’s content may be electronically transmitted and/or transferred and shall be stored on the Franchisee’s VOD system. The City VOD Access programming will be available to Subscribers twenty-four (24) hours per day, seven (7) days per week. Any City Access programming placed on VOD shall be available to Subscribers free of charge. The Franchisee will provide, upon City’s request, any aggregate data regarding Subscriber use of the City’s programming on the VOD platform, if available to Franchisee. Access programming content shall have the same viewing quality and features (including program descriptions and search function) as all other free VOD content on Franchisee’s Cable System. Programming submitted for placement on the VOD system shall be placed on and available for viewing from the VOD system as soon as possible from time of receipt of said programming and Franchisee will make best efforts to provide a 24-hour turn-around, and in no case longer than seventy-two (72) hours from receipt of said programming. Franchisee agrees to treat Access VOD programming in a nondiscriminatory manner as compared to other similarly situated providers of VOD content.

C. The City shall have the sole discretion to select the content of such Access VOD programming and shall be responsible for such content. The City’s VOD programming will be located on Franchisee’s on-demand menu pages on the second page or higher on a button with the City’s choice of label). The City’s Access VOD programming will be available in the City’s Franchise Area, or more broadly distributed at Franchisee’s option.

D. To the extent permitted, Franchisee shall authorize City to obtain from Franchisee’s third party vendor, free of charge and at no cost to the City, monthly viewership/traffic reports showing statistics for Access VOD programs, or Franchisee shall provide (or require its third party vendor to provide) the City with access to online dashboard analytics allowing City staff to directly access traffic information.



PADUCAH

Be the Best

INVESTORS PROSPECTUS 2020



AMERICAN DUCHESS

OUR COMPREHENSIVE DEAL FLOW | PAGE 12

At the heart of America's inland waterways, you'll find a sophisticated river town that inspires. Paducah, Kentucky is a confluence of cultural heritage and creativity that complements a dynamic economy and talented labor force, generating an exciting environment ready for collaborative investment and development.



BE THE BEST

Rooted in a rich history of arts and culture, the City of Paducah and its residents all strive to invoke the spirit of their motto: to be the absolute best people, community, and region that they can collectively be.

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VISIT OUR WEBSITE
Paducahky.gov

Your Partners in Paducah



Brandi Harless
Mayor

Paducah citizens elected Brandi Harless as mayor in November 2016 with her term beginning January 1, 2017. Mayor Harless has experience in community developments, grant writing, research, and executive management with organizations including Rocketown in Nashville TN, Harvard University in Sierra Leone West Africa, Management Sciences for Health in Washington, D.C., and locally at Heartland CARES, EntreePaducah, and St. Nicholas Family Clinic.



Katie Axt
Principal Planner/Downtown Redevelopment and Revitalization

Katie oversees the City of Paducah's economic development strategy, focusing on growing local businesses and making them stronger. In her current role, she leads Downtown redevelopment and community revitalization, including administering the Downtown Development Incentive Program and facilitating Opportunity Zone investments. Katie is also the Director of Paducah Main Street, a city funded program that utilizes historic preservation for economic development, creative place-making, and community revitalization.

Paducah is a thriving community, which is why we want you to start your investment process as soon as possible. If you're ready to get the discussion going, please contact one of these community leaders, and we'll take you through everything you need to know about our Opportunity Zones and the culture of our bustling community.

Are you ready to join our family here in Paducah?

Give us a call. 270.444.8601



The River City

■ Paducah enjoys a rich river heritage. Paducah is located at the confluence of the Ohio and Tennessee Rivers.



A City Like No Other. A City Striving to Be The Best.

Best street scenes, best place to visit in Kentucky, or maybe even Kentucky's best kept secret — no matter what the acclaim, we're always striving to **be the best.**

At the heart of America's inland waterways, you'll find a sophisticated rivertown that inspires. Paducah, Kentucky is a confluence of cultural heritage and creativity; where art goes beyond something to appreciate — it's a way of life. A designated UNESCO Creative City, Paducah is gaining acclaim as a destination for those who crave rich, authentic cultural experiences.

These rich, cultural experiences are why we call Paducah 'home'. Paducah boasts a tremendous arts culture, fabulous historical architecture, endless opportunities for outdoor adventure, and a local flavor and food scene like no other.

If you've taken a walk through our beautiful streets, you've likely noticed the personality brought forth by our local art galleries, studios, specialty shops, and restaurants that are the threads that make the fabric of our community. Shopaholics beware: once you stop in, you may never want to leave.

Paducah also claims a rich historical heritage, traced back to the city's strategic location. Founded in 1827 by William Clark, of the famous Lewis & Clark duo, Paducah played a pivotal role in American history since its inception: From riverway to railroad transportation, from the Civil War to civil rights, and beyond. Markers of these historically significant

times and events can be found scattered throughout the city, where visitors may explore using our Cell Phone Walking Tour.

But what truly gives Paducah its heart and soul are the people who call it 'home'. Our blend of artists, entrepreneurs, restaurateurs, leaders, and hard workers have created a community like no other. A community that we're proud to call our own, and a community that we hope to see you join soon.

So, what are you waiting for?
It's time to be the best.



**Major defining feature of Paducah:
Our People.**



A City Rooted in Art

PADUCAH

City of Crafts & Folk Art

UNESCO CREATIVE CITY

Communities that invest in the arts reap the additional benefit of jobs, economic growth, and a quality of life that positions those communities to compete in a 21st century creative economy. Paducah has discovered what communities throughout the United States and around the globe have discovered – the greatest natural resources for a community are the artists and crafts persons who are part of the creative industries sector of the economy. Paducah has built an entire economic sector around artists, craft persons, performing artists, writers, and the culture they create.

The nonprofit arts and culture are a **\$39.9 million industry** in Greater Paducah—one that supports 819 full-time equivalent jobs and generates \$3.6 million in local and state government revenue. Nonprofit arts and culture organizations, which spend \$10.9 million, leverage a remarkable \$27.8 million in additional spending by arts and culture audiences—spending that pumps vital revenue into local restaurants, hotels, retail stores, parking garages, and other

businesses. Paducah's individual artists account for an additional \$1.1 million in industry spending. To incentivize this engine of the economy, Paducah offered an **artist relocation program** inviting artists to turn homes needing attention into studios and living spaces. The program resulted in a breeding ground for creative concepts as neighbors create synergies that optimize their potential. These 84 artists and entrepreneurs not only impact Paducah's local cultural industries but also serve as gateways to national and international markets.

The cultural spirit of the community is evident in its downtown revitalization efforts, where buildings reflecting restored 19th century architecture house museums, urban boutiques, and unique eateries. Also, a once concrete gray floodwall is now the canvas for more than 50 life-size Dafford murals depicting Paducah's colorful past. Furthermore, Paducah is home to the National Quilt Museum of the United States and the American Quilters' Society AQS annual QuiltWeek – an annual show that brings people from across the world to Paducah to view fiber arts at its best. Known as Quilt City USA, Paducah is recognized worldwide as a mecca for quilters and fiber artists. The achievements in the arts for Paducah do not stop at quilts. In 2013, Director-General of the United Nations Educational, Scientific and Cultural

ARTISTS WANTED
AN GOSHA VINNIE
370575196
@GOSHAVINNIE
PADUCAH ARTIST RELOCATION PROGRAM
www.paducaharts.com

Organization (UNESCO) announced Paducah's designation as the world's seventh City of Crafts and Folk Art, making the city a member of the **UNESCO Creative Cities Network**. The Network includes cities from all regions of the world recognized as cultural centers in the creative industry fields of Crafts and Folk Arts, Literature, Film, Music, Design, Media Arts, and Gastronomy. Paducah's creative community inspires, educates, and fosters connection through the arts. In the spirit of the UNESCO Creative Cities Network, Paducah venues spotlight local creators and welcome the world to share culture and craft through exhibitions, workshops, and performances.

Moreover, the Yeiser Art Center, Maiden Alley Cinema and Gallery, Market House Theatre, Clemens Fine Art Center and the Carson Center facilitate Paducah's rich diversity of ongoing cultural offerings. Events include live theatre, exhibitions, art films, and classical performances by the Paducah Symphony Orchestra. The convergence of cultural heritage and creativity allows art to go beyond something to appreciate – it becomes a way of life. Accordingly, **Paducah is the go to destination for those who crave a rich authentic cultural experience.**



Robert Dafford's "Wall to Wall" murals on Paducah's floodwall. These panoramic "portraits from Paducah's Past" overlook the confluence of the Ohio and Tennessee Rivers and illustrate Paducah's historical significance and creative connection.

THE MOST POPULAR ATTRACTION IN KENTUCKY

TripAdvisor, 2014



A new national community investment tool that connects private capital with communities in need.

About Opportunity Zones

Opportunity Zones are economic development tools promoting investment in distressed census tracts through legislation enacted by the Federal Tax Cuts and Jobs Act of 2017. 8,700 Census tracts across the United States have been designated as Opportunity Zones by the U.S. Department of Treasury, incentivizing investments in these distressed census tracts to better address local needs in areas such as business growth, improvements to housing, and improvements to infrastructure.

A Vehicle for Economic Growth



Opportunity Zones in the United States

U.S. investors will potentially generate an estimated \$6.1 trillion in unrealized capital gains. Opportunity Zones leverage this pool of money to promote economic development by providing federal capital gains tax advantages for investments made in these areas. Investors can realize deferral and reduction of capital gains taxes in investments held for at least 5 years with additional incentives available for investments maintained in Opportunity Zones for 7 and 10 years. To be eligible, investments must be made through Qualified Opportunity Funds, which are vehicles formed for investing in Qualified Opportunity Zone property (QOZP). There are thousands of Opportunity Zones throughout the United States creating competition among communities to attract investment. Paducah's Opportunity Zones stand out due to its pro-investment market conditions. Paducah's civic leaders are engaged in strategically linking together inclusive,

sustainable growth projects that truly transform the community. While each Opportunity Zone offers investors the same federal capital gains tax advantages, all Zones are not created equal. Paducah offers two zones, which seek to leverage different strengths and opportunities within their respective areas. Census tract 0400, which includes a large predominantly single-family residential neighborhood, is projected to see significant investment and growth in coming years as the market for single-family homes moves west and expands from Lowertown. Census tract 0400 also includes some commercial and industrial development in the northwestern portion of this Opportunity Zone. Older industrial and commercial buildings in this tract present redevelopment opportunities for a mix of uses that include commercial and multi-family development.

Census Tract 0300 includes Paducah's downtown, central business district, and a variety of cultural assets, such as the Carson Four Rivers Center, Market House Theatre, and the National Quilt Museum. Paducah is a city known for the arts and this rich history is emanates from this Opportunity Zone making it one of the most attractive places in the City to live, work, and play. Development opportunities in this zone are predominantly commercial, multi-family residential, or mixed-use projects. Projects in this zone will tend to be redevelopment-oriented as there is limited space for new development.

All Opportunity Zones will compete for the large pool of investment, but some Zones will stand out immediately due to obvious pro-investment market conditions. For Paducah, pro-investment market conditions make the community stand out among others. Because of Paducah's committed local leadership, favorable business environment, and rich history, the community offers a stable framework for sustainable and collaborative capital investment.

Most Zones given their designation as "distressed" will have to strategically position themselves to attract investors. Paducah has done just that through an extensive planning process that culminated in this prospectus. What follows is a strategic vision that positions the City of Paducah to leverage its unique cultural offerings, strengths, and macroeconomic opportunities.

"The typical profile of an OZ real estate investor is someone who is interested in tax savings, wealth-building, and preservation with a medium- to long-term hold period."

-Meg Epstein, Forbes Councils

"The reality is that this is one of the best tax things that has passed in the last decade, if not our lifetime,"

Matt Chancey, CFP

Opportunity Funds allow investors to capitalize on three primary benefits of the program. These include payment deferral, reduction on owed taxes, and tax-free capital gains earned through the Fund.



DEFER PAYMENT
Opportunity Funds allow investors to defer payment of their capital gains until December 31st, 2026.



REDUCE OWED TAXES
Opportunity Fund investing reduces the tax investors owe by up to 15% after seven years.



PAY ZERO TAX ON GAINS
Investors can enjoy tax-free capital gains earned from investments through the opportunity fund.

Not your average investment vehicle.

Opportunity Funds are investment vehicles set up for the purpose of investing in Qualified Opportunity Zone Property (QOZP). To be eligible for related incentives, reductions, and deferrals, investments must be made in Qualified Opportunity Funds. Any taxpayer can create an Opportunity Fund through a self-certification process, which can be satisfied by accurately completing tax form 8996 and filing this form as an attachment to their Federal income tax returns for the taxable year in which the gain would have been recognized if it had not been deferred. Completing the self-certification process allows funds to make eligible investment in any of the nation's 8,700+ Opportunity Zones though all funds are required to hold at least 90% of assets in QOZP. QOZP may include stock, partnership interests, and business property. It should be noted that investments made in Opportunity Zones are limited to equity investments in the three types of QOZP:



Check us out on Instagram, Facebook, Twitter, and YouTube to see what's happening in Paducah.



Visit paducahky.gov to learn more about what makes Paducah the best



Visit the website of the paducah economic development corp to learn even more about our city's workforce and business environment at epaducah.com.

Maybe it is because of our rich river soil, but Paducah is a place where things grow. Ideas and arts, dreams and designs – we have an atmosphere where they all can flourish, making Paducah the ideal place for a business to grow and prosper.

OUR DEAL FLOW

The City of Paducah has worked with local stakeholders to carefully craft our Deal-Flow which includes a variety of potential residential, commercial, and mixed-use projects. Potential projects are positioned to provide investors with an understanding of the development opportunities in the City. City officials have identified these projects by engaging critical partners and stakeholders that are prepared to work with investors to activate these opportunities. These projects align well with the Opportunity Zone incentive as they are intended to be transformative in nature and will have significant community impact in these distressed census tracts if they are realized. Most potential projects have been framed in a way that should provide an substantive return on investment creating a win-win for the community and potential investors.

The Kresge Site

■ This parcel used to be the site of a Kresge retail store that opened in 1914 and continued business until 1980. After closing, the building fell into disrepair and the roof collapsed. The former retail building was demolished in 2019 leaving a vacant parcel of developable land in the heart of downtown Paducah.

The Project Goal is to incorporate mixed use design with first floor commercial space and 3-4 additional stories of multi-family residential spaces.

Owner: City of Paducah

Size: 17,008 sq. ft.

Current Land-use: Substantial parcel of developable land in Downtown Paducah

The City is seeking a developer that would purchase and develop the property in a manner that aligns with existing buildings downtown. The Kresge site sits on a block that is comprised of primarily commercial uses including restaurants, retail, and office buildings. This section of the Broadway corridor is anchored by a U.S. Bank office building as well as a Regions Bank

office building. This block also supports substantial successful retail establishments and professional offices. There are some multi-family residential developments on surrounding blocks, but additional residential developments would fill an identified demand for additional downtown housing.

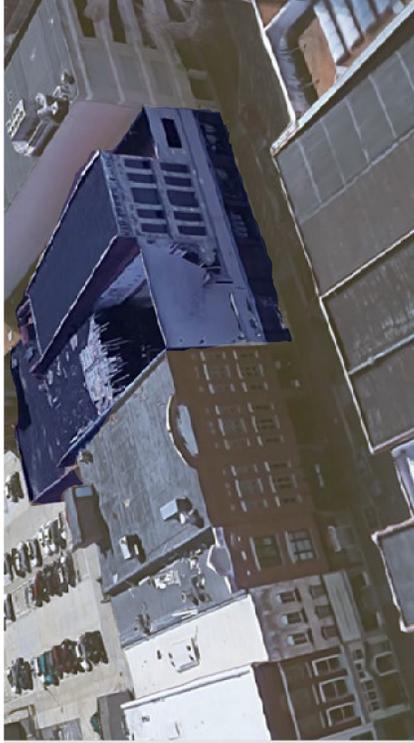
The Kresge site parcel is about three times bigger than the typical parcel on Broadway which creates unique opportunities for development on this site. Site dimensions are 98.75 ft x 173.25 ft, for a total area of 17,008 ft². There are no restrictions on

building height, but new developments should stay in the range of 3-5 stories to align with the current character of downtown Paducah and other development along the Broadway corridor.

The most appropriate project would likely incorporate multiple uses including first floor retail or restaurant space and upper story office space, residential, or a mix of both. A mixed-use development would align best with the City's vision for a thriving downtown and complement current downtown businesses and living options.

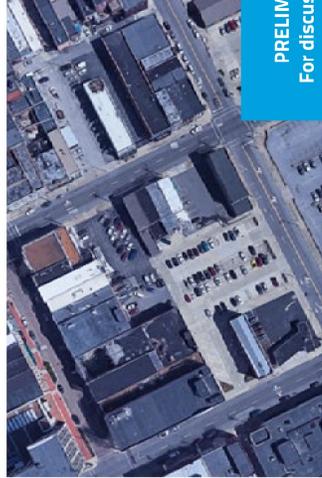
This development will capitalize on demand for downtown housing and add to successful commercial development in downtown Paducah. The average list price for housing in downtown Paducah is \$76,000 more than listings in the rest of the Paducah MSA. Downtown housing predominantly consists of condominiums and there is a market void in terms of multi-family rental units. Paducah's downtown Opportunity Zone has strong demand for rental housing as it comprises 67% of housing in this census tract. The city views housing diversity as a key factor for attracting a workforce that desires to live and raise families in Paducah. However, Paducah has experienced a shortage of affordable rental units which is contributing to the challenge of attracting young professionals.

Historically, parking has been limited in downtown making project feasibility difficult at times. However, the Kresge site does not lack for parking. There are 64 spaces directly behind the site and an additional 110 publicly available spaces across the street for a total of 174 space which would be available to building tenants or customers.



Southward view of 300 block along Broadway.

**PRELIMINARY:
For discussion only**



Aerial of 300 Block which includes Kresge site.

Financing the Project

The Kresge site can be configured to promote desirable and diverse housing options and to enhance quality of life amenities. The Kresge site provides a unique opportunity to accomplish this configuration due to its location downtown and large size of the parcel. The site has the potential to support two adjoining buildings to create two separate store fronts on the lower level. Two store fronts could support multiple commercial establishments allowing an additional revenue stream for the building's owner as opposed to developing the building in a more traditional mixed-use sense with only one commercial tenant on the lower level. The upper level could then support residential units. There are also opportunities on this site to develop residential space in unique ways such as incorporating step backs with the upper stories from the front of the building because the parcel is so deep.

Paducah has seen a resurgence in activity with new residences, shops, restaurants, and a boutique hotel, but even with this new investment downtown, Paducah has not reached its full potential. The Kresge site creates an opportunity for developers and investors to capitalize on downtown's resurgence.

DEVELOPMENT PARTNER: The City of Paducah is willing to partner with developers with quality proposals for this site. Because this is a priority development site that currently sits vacant, the City could transfer ownership to a developer with plans that align with the City's vision for this site. The City is willing to provide TIF funding for aligning projects and will assist with entitlement of the property including any rezoning that needs to be completed.

USES	
Project Development	\$334,080 3%
Construction	\$9,180,000 82%
A/E/C Design	\$760,960 7%
Legal/Finance	\$760,960 7%
TOTAL	\$11,036,000 100%

SOURCES	
Developer Equity	\$1,986,323 18%
Conventional Debt	\$4,634,753 42%
OZ/Opp Fund Equity	\$2,528,602 23%
Public/Inst. Investment	\$1,886,322 17%
TOTAL	\$11,036,000 100%

Northside Neighborhood Single-Family Housing

The Northside Neighborhood's eastern boundary is downtown Paducah and its northern boundary is the Ohio River – both serving as major neighborhood amenities. It hosts a variety of land uses including over 800 single-family homes and land parcels, numerous light industrial businesses, and several small commercial establishments.

The Project Goal is to rehabilitate and build housing stock to create one of the most walkable, sustainable, and consequently desirable neighborhoods in Paducah to live, work and play.

The neighborhood has seen little new investment over the past 3 decades. Its “small single-family only” housing stock is aging, with significant pockets in need of rehabilitation. There are approximately 100 vacant single-family lots available for new construction of homes. The Midtown Alliance of Neighbors has identified this neighborhood as its primary focus for rehabilitating and building housing stock that prioritizes efficient and environmentally friendly properties with the goal of creating one of the most desirable neighborhoods in Paducah to live and raise a family.

Midtown Alliance of Neighbors

- Engage Market/Buyers
- Developer
- Housing Counseling
- Homebuyer Finance Programs
- General Contractor
- Property Management (pre-construction)

City of Paducah

- Land Acquisition/Property Ownership
- Public Investment & Incentives
- Infrastructure/Sidewalks
- Streamline Permits

Local Builder(s)

- Single-Family Construction and Sales
- Single-Family Renovation and Sales
- Construction Financing



Single Family Development Partners

Midtown Alliance of Neighbors (MAN)

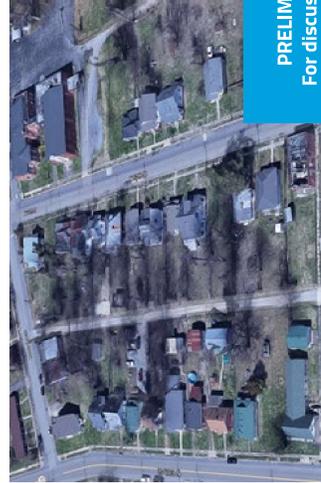
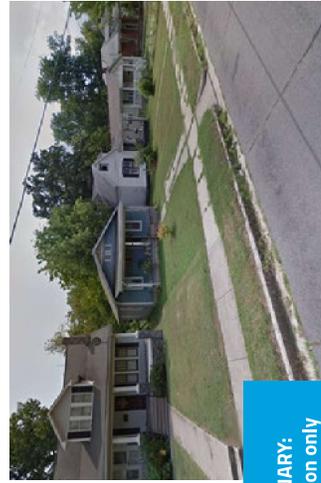
The MAN is a not-for-profit housing development organization operating in Paducah, Kentucky neighborhoods. Its current focus is the Fountain Avenue area and more recently the Northside Neighborhood which is in an Opportunity Zone.

MAN works closely with the City of Paducah Planning Department, local developers, and neighborhood residents to rehabilitate existing housing stock and to encourage new housing production. Over the next 10 years, it has set as its goal to rehabilitate and build 125 homes or more in the Northside Neighborhood Opportunity Zone. It also intends to sponsor 5 multi-family developments (see Northside Neighborhood Multi-Family Project Sheet).

Local Builder(s) (selected and negotiated)

Midtown Alliance of Neighbors will interview and select up to three home builders and rehabbers. These construction partners will serve with Midtown Alliance of Neighbors and the City of Paducah as a housing development project team. A development work program will be established in concert with the OZ investor, with well-defined project and operational protocols for each of the project team members to follow.

“INVESTING IN OUR CORE, CENTER-OF-TOWN NEIGHBORHOODS IS THE RIGHT THING TO DO. IT IS THE SMART THING TO DO. THE NORTHSIDE IS POISED TO BE PADUCAH'S NEXT GREAT TURN-AROUND NEIGHBORHOOD.”
 - SHARON POAT, DIRECTOR, MAN



PRELIMINARY:
 For discussion only

USES

S.F. Lot and Distressed Home Acquisition/Construction	2,625,000	16%
S.F. Development	\$7,500,000	47%
Home Renovation	\$6,000,000	37%
TOTAL	\$16,125,000	100%

SOURCES

OZ Investment	\$8,250,000	50%
Conventional Debt	\$4,125,000	25%
Developer Equity	\$825,000	5%
Public/Institutional	\$3,000,000	20%
TOTAL	\$16,500,000	100%

Northside Neighborhood Multi-Family Housing

The Northside Neighborhood's eastern boundary is downtown Paducah and its northern boundary is the Ohio River — both serve as major neighborhood amenities. The neighborhood is comprised primarily of single-family homes. It does, however, contain pockets of distressed commercial and light industrial properties. The neighborhood's adjacency to Paducah's growing central business district provides an opportunity to convert the transitioning commercial/industrial properties into mixed-use developments anchored by new multi-family residential product.

The Project Goal is to rehabilitate and build attached housing units for students, millennials, and empty nesters that complement the neighborhoods single-family homes in order to create one of Paducah's most desirable neighborhoods.

The proximity of the neighborhood to downtown, the Paducah School of Art and Design, and numerous employers, combined with a lack of quality multi-family product provides an excellent market opportunity.

Midtown Alliance in partnership with the City of Paducah wishes to introduce to the near downtown market, quality mixed-income housing opportunities with an emphasis on green features (water and energy conservation, walk-bike culture, etc.). It is possible that 1 or more of the housing developments will be designed to include commercial spaces that encourage business development and innovation building off the local arts and design eco-system.

Midtown Alliance of Neighbors

- Engage Market/Buyers
- Property Management (post-construction)

City of Paducah

- Land Acquisition/Property Ownership
- Public Investment & Incentives
- Infrastructure/Sidewalks
- Streamline Permits

Local Builder(s)

- Construction
- Construction Financing



Multi-Family Development Partners

Midtown Alliance of Neighbors (MAN)

The MAN is a not-for-profit housing development organization operating in Paducah, Kentucky neighborhoods. Its current focus is the Fountain Avenue area and more recently the Northside Neighborhood which is located in an Opportunity Zone.

MAN works closely with the City of Paducah Planning Department, local developers, and neighborhood residents to rehabilitate existing housing stock and to encourage new housing production. Over the next 10 years it has set as its goal to sponsor up to 5 new multi-family housing developments resulting in 250 new units in the Northside Neighborhood.

Some development may also include a mixed-use component (i.e., community sponsored commercial). A complementary program includes the rehabilitation and building of up to 125 homes in the Northside Neighborhood Opportunity Zone.

Local Builder(s) (selected and negotiated)

MAN will work with the OZ Fund to select a builder for each of the undertaken developments. The chosen builders will partner with MAN and the City of Paducah to serve as a housing development project team. A development work program will be established in concert with the OZ investor, with well-defined project and operational protocols for each of the project team members to follow.

“MORE HOUSING OPTIONS IN PADUCAH ARE CONSISTENTLY INDICATED BY OUR GRADUATES IN THEIR EXIT INTERVIEWS AS ONE OF THE TOP 3 NEEDS FOR OUR PROGRAM.”

- DAVID SILVERSTEIN, PH.D. UNIVERSITY OF KENTUCKY, COLLEGE OF ENGINEERING



PRELIMINARY:
For discussion only

USES

Construction and Acquisition	\$35,250,000	97%
Development	\$100,000	0.3%
Site Preparation	\$1,000,000	3%
TOTAL	\$36,350,000	100%

SOURCES

OZ Investment	\$18,175,000	50%
Conventional Debt	\$9,087,500	25%
Developer Equity	\$1,817,500	5%
Public/Institutional	\$7,270,000	20%
TOTAL	\$36,350,000	100%

Rivertown District

■ Downtown Paducah's Rivertown District is an area positioned for redevelopment. The area brings residential, entertainment, and hospitality uses together – which are anchored by the city's convention center, a recently built 123-room Holiday Inn, and the Ohio River.

The Project Goal is to utilize resources such as tax increment financing, local fee revenues, and other available tools to assist in redeveloping the Rivertown District.



The City has identified Rivertown as an area positioned to bridge an active downtown to its growing neighborhoods to the west and north while hosting visitors to the Ohio River, the Quilt Museum, and the Convention Center. In 2017, Paducah visitors generated approximately \$234 million in revenue. Cultural activities attracted over 50,000 visitors to Paducah's downtown.

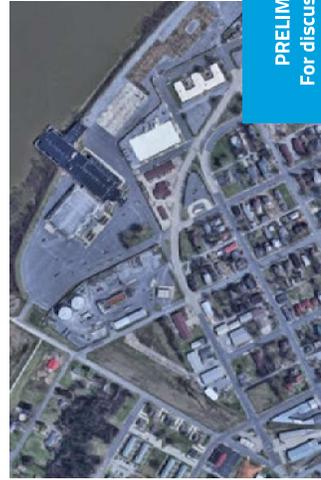
Rivertown will have 20+ acres of property available for redevelopment. Existing uses include low density residential, light industrial and commercial properties as well as vacant ground. The City of Paducah is working with existing property owners to

assemble the property as part of a 3-5-year investment program. The subject properties represent prime sites for medium density residential, active recreational including possibly an aquatic center, commercial uses and hospitality and entertainment. Existing infrastructure will be reconfigured to increase the amount of developable property. Rivertown will have a direct link to the popular 4.6-mile Greenway Trail. Over the next 5 years the community desires to fully redevelop the Rivertown District attracting in excess of \$250 million in investment.

The City currently owns property in the Rivertown District and is considering

additional acquisition subject to investor interest. There are several friendly property owners willing to make property available for redevelopment. It is the City's desire to joint venture a Rivertown Masterplan and Development Program. The City is willing to contribute resources to such a planning and development effort subject to a firm proposal outlining a process and timetable for such activity. Development will embrace several communities gathering activities accomplished through well designed place-making and an innovative framework of active and passive open spaces on and adjacent to the Ohio River.

“THE RIVERTOWN DISTRICT WILL MELD THE SPACE BETWEEN PADUCAH'S BUSTLING DOWNTOWN AND RAPIDLY DEVELOPING MIDTOWN NEIGHBORHOOD. RIVERTOWN WILL OFFER EXCITING OPPORTUNITIES FOR RESIDENTIAL, RECREATIONAL, AND COMMERCIAL DEVELOPMENTS – A POSITIVE FOR THE COMMUNITY, RESIDENTS, AND INVESTORS.”



PRELIMINARY:
For discussion only

Financing the Project

The City of Paducah will utilize resources such as tax increment financing (TIF), local fee revenues, and other available tools to assist in redeveloping the Rivertown District. The City will negotiate a final project and financial participation agreement upon acceptance of a development proposal and project team.

Two blocks of the Rivertown development area are included in the City's TIF boundary. These two blocks make-up six acres of developable property in close proximity to a newly developed Holiday Inn Express, the Ohio River, and the Paducah Convention & Expo Center. In addition to TIF funding, New Market Tax Credits (NMTC) could also be used to fund projects in this district. Housing projects in the Rivertown area could capitalize on Low-Income Housing Tax Credits (LIHTC) to finance medium density housing developments that align with the vision for future development in this area. OZ funding could also be added to the capital stack as the entire Rivertown area is in an Opportunity Zone. The exact make-up of the capital stack for Rivertown developments will vary depending on project type.

Rivertown – A True Opportunity Site

- Downtown-Convention Center-Midtown Neighborhood
- Mixed-use Development including Residential and Hospitality workers/visitors
- Serving multiple markets – residents-tourists-downtown
- Ohio River vistas and access
- Large development parcels support well-designed density
- Multi-modal (walking, bus, car, bike) access to services and amenities

Showroom Project

Located in the Rivertown District, the Showroom Lounge and Gourmet Dining Room was constructed in the 1980s and features a unique architectural opportunity since it is elevated over the Ohio River. Striking one-of-a-kind river views are possible for new commercial uses related to entertainment, dining, and hospitality as well as new residential development.

The Project Goal is to sell or transfer the property to a redeveloper/investor who will turn the space into an entertainment venue or restaurant. Other proposals that creatively reuse the site with some level of public access are a possibility as well.



If redeveloped properly, this property could be one of the most unique spaces in Paducah due to its relationship to the Ohio River. There are no other structures in the City that offer the potential of an entertainment venue elevated directly above and overlooking the Ohio River. The building is already configured as an entertainment venue with separate lounge and dining room areas. The missing pieces for the project are a unique vision for how to best incorporate and reuse the building site with the ability to move the project forward.

Paducah's Central Business District is 6 blocks to the southeast, the revitalized

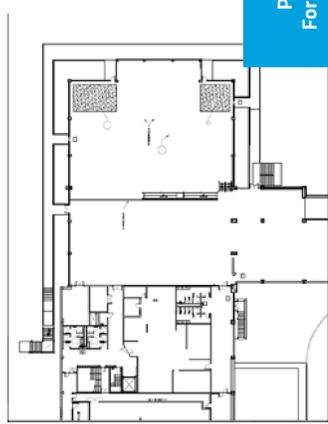
Lower town neighborhood to the southwest, the Ohio River to the east and the Northside Neighborhood to the northwest. The City views the Rivertown District as an area that will serve as a transition between its Central Business District and its growing neighborhood.

The Showroom site is attached to the convention center but is a separate property owned by the City of Paducah. Future redevelopment could align with potential projects in other portions of Rivertown District and/or function in partnership with the convention center.

The Showroom property is unused and does

not have regular maintenance performed. It is approximately 10,000 ft² and is constructed from corrugated metal roof panels, steel joists, metal wall panels with steel studs, structural steel framing, prestressed concrete hollow core floor beams, and steel pipe piles. The interior has been stripped to its essential structural members providing a clean slate for renovation of the building, but degradation has not made the property unsalvageable from a redevelopment standpoint. Deterioration to the interior includes moisture accumulation on building walls and adjacent floor and ceiling construction, and deterioration of interior wall, floor, and ceiling finishes.

- For the building to be reused, the following should be considered:
- The structure's envelope should be upgraded to today's standards
 - Additional features and amenities that might need to be incorporated into the building that are not currently present depending on type of reuse
 - Mechanical, electrical, and plumbing requirements for the building
 - Structural upgrades to meet current seismic requirements
 - Address the entrances and ADA deficiencies
 - Monitoring program for steel pipe piles in the Ohio River
- It should be noted that overall, the structural components of the building appear to be in satisfactory or better conditions.



PRELIMINARY:
For discussion only



Project Partners

City of Paducah

The City of Paducah is willing to partner with developers/investors that share its vision for this site. The City could be willing to discount or transfer the property to a developer/investor that has a well-conceived plan for redevelopment of the property.

Paducah Convention & Expo Center

The Julian Carroll Convention Center operates the Paducah Convention & Expo Center (PCC) and could be another potential partner on this project as it owns the convention center facility that adjoins the Showroom property. The PCC may have an interest in partnering with Opportunity Funds looking at the showroom property in order to create a more transformative investment project that enhances both the showroom and attached convention center. This type of partnership would have a more significant impact on development in the Rivertown District as a whole.

USES

Project Development	\$80,250	3%
Construction	\$2,220,250	83%
A/E/C Design	\$187,250	7%
Legal/Finance	\$187,250	7%
TOTAL	\$2,675,000	100%

SOURCES

Developer Equity	\$267,500	10%
Conventional Debt	\$1,337,500	50%
OZ / Opp Fund Equity	\$1,070,000	40%
TOTAL	\$2,675,000	100%



ZONE 1

CENSUS TRACT 21145030300

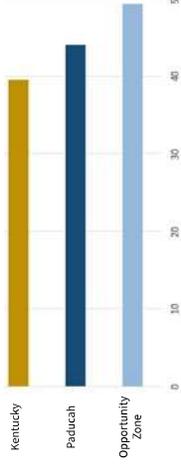
KEY HIGHLIGHTS:

- Includes Central Business District which is an economic driver for the City of Paducah. Paducah's historic Lowertown Neighborhood is also in this tract and is the epicenter for the City's artist relocation program, a major driver for the City's creative culture.
- This census tract has a higher percentage of residents with a bachelors degree or higher compared to the City of Paducah, State of Kentucky, and is much higher than what would be expected from a distressed census tract. This is tied to the large number of artists residing in the Lowertown Neighborhood.
- This census tract has a significant amount of renter-occupied housing. Approximately 82% of housing units in this tract are renter occupied suggesting high demand for quality rental units.

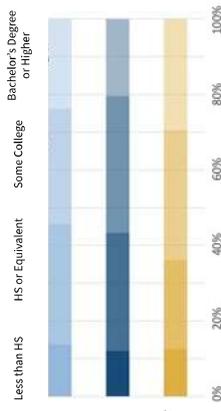
Census tract 0300 includes Paducah's central business district and many cultural assets.

Overview for Census Tract 21145030300

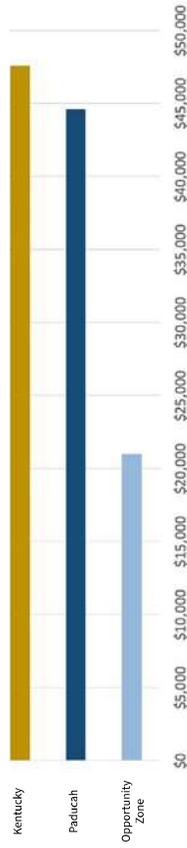
MEDIAN AGE



EDUCATION ATTAINMENT

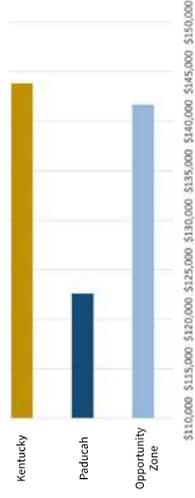


MEDIAN HOUSEHOLD INCOME



Total Housing Units: 878
Median Year Structure Built: 1962

MEDIAN HOME VALUE



Largest Industries by Employment

1. Public Administration
2. Transportation/Warehouse
3. Professional/Scientific/Tech Services
4. Health Care/Social Services
5. Information

Major Institutions and Assets

- Lloyd Tilghman House & Civil War Museum
- Paducah Railroad Museum
- The National Quilt Museum
- William Clark Market House Museum
- Walker Hall Event Center
- Carson Center for the Performing Arts
- McCracken County Public Library
- Paducah Convention Center
- US Bank
- Regions Bank
- Paducah Bank
- City Hall & Dolly McNutt Plaza
- Federal Courthouse
- US Postal Office
- Transient Boat Dock & Greenway
- Wilson Stage on the Ohio River
- Floodwall Murals
- River Discovery Center
- Seaman's Church Institute



ZONE 2

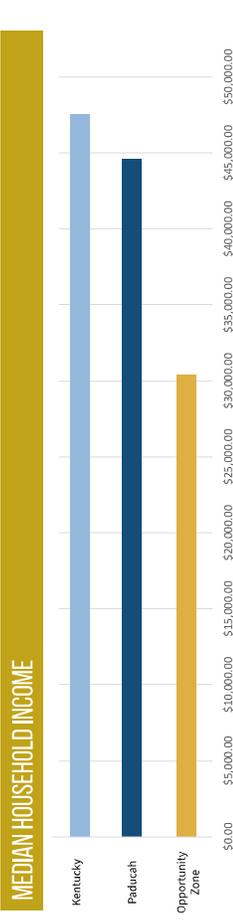
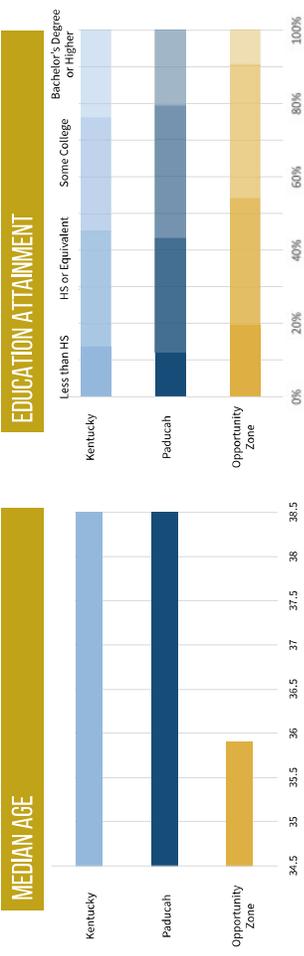
CENSUS TRACT 21145030400

KEY HIGHLIGHTS:

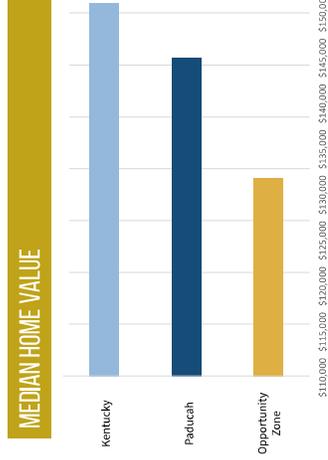
- 72% of housing units in this census tract fall into the category of single family homes. Many of these homes are in need of improvement and are mixed with commercial and industrial land-uses. There is a significant opportunity for redevelopment of existing single-family homes.
- This census tract is much younger than the City of Paducah and the State of Kentucky with a median age of 35.9. This is approximately 2.5 years less than the median age of the City and the State.
- This census tract supports recreational opportunities for the City as it includes a greenway trail, Bob Noble Park, and access to the Ohio River through the City's public boat launch.

New single-family residential investment in Paducah will be concentrated in census tract 0400.

Overview for Census Tract 21145030400



Total Housing Units: 915
Median Year Structure Built: 1956



- ### Largest Industries by Employment
1. Transportation/Warehouse
 2. Manufacturing
 3. Public Administration
 4. Wholesale Trade
 5. Real Estate/Rental/Leasing

Major Institutions and Assets

- Mapleawn Park Cemetery & Mausoleum
- Bob Noble Park
- Noble Park Pool
- City of Paducah Ohio River Boat Launch
- Ohio River
- Historic Oak Grove Cemetery
- Atlas Door
- Darling Industries
- Municipal Compost Facility
- Paducah Water
- Greenway Trail

A designated UNESCO Creative City, Paducah is gaining acclaim as a destination for those who crave rich, authentic cultural experiences.

Regional Assets

■ Paducah is a regional economic driver for Western Kentucky. With access to multi-modal transportation, the City is well-positioned as a regional hub.

Paducah's leadership envisions a city where people strive to reach their full potential through lifelong learning, creativity, culture, and compassion for another. Complementing that vision, the city adheres to driving effective solutions, all while providing an excellent, inclusive environment to residents and tourists. Paducah has effectively leveraged these values and vision to offer an exciting list of community assets. The list features numerous cultural locations (e.g. museums, live performance venues, art centers), transportation infrastructure, and features two hospitals vital to the local economy. The hospitals, Mercy Health – Lourdes Hospital and Baptist Health Paducah, provide care and service to the region, while the facilities also make available 3,000 jobs.

Additionally, Paducah's location is served by major interstates and U.S. Highways. I-69, following the route of the existing Purchase Parkway to the south and east of Paducah, joins I-24 and I-66 approximately 15 minutes east of Paducah. This route connects Paducah to Indianapolis to the north and Memphis to the south. Further, I-24 routes west to St. Louis and east to Nashville – while also offering a business loop that runs through downtown Paducah. Major highways include:

- U.S. 60, which runs east to west and runs through the Paducah CBD;
- U.S. 45, which enters the city north and runs south to Mayfield, and;
- U.S. 62, which connects to Cairo, Illinois to the west and Calvert City to the east.

The region's transportation infrastructure connects the pulse of the Paducah economy, your investment, and the rest of the Midwest. Utilizing its extensive rail lines, Paducah is ready for the container-on-barge transportation shift; moving freight off the highways onto more economical waterways. The following metropolitan area locations offer a glimpse into the connectivity of Paducah with the rest of Kentucky and the Midwest:

- 118 miles to Nashville, Tennessee;
- 127 miles to Owensboro, Kentucky;
- 138 miles to St. Louis, Missouri;
- 147 miles to Bowling Green, Kentucky;
- 216 miles to Louisville, Kentucky;
- 255 miles to Lexington, Kentucky, and;
- 300 miles to Indianapolis, Indiana.

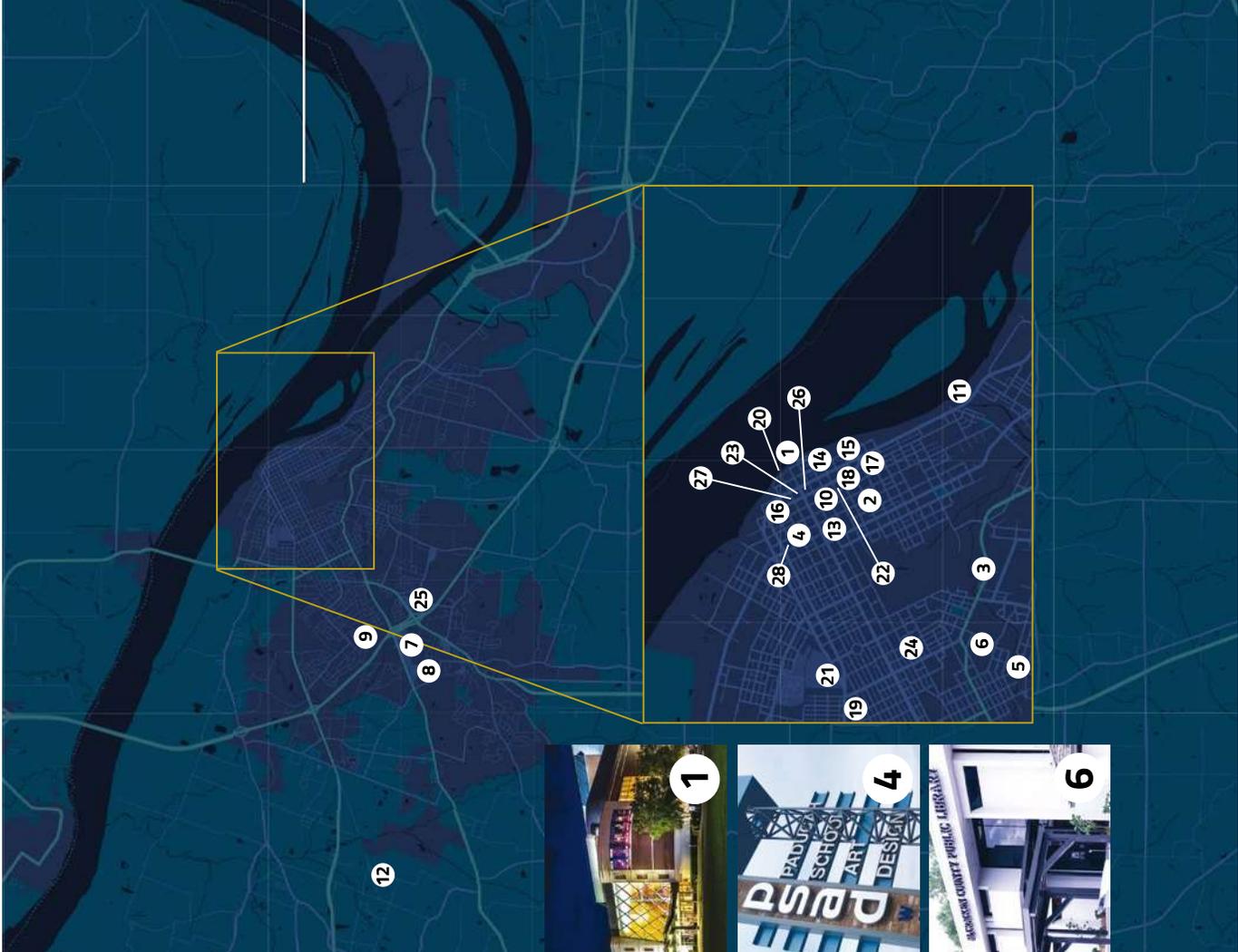
Paducah is also home to the Barkley Regional Airport, which serves the area by offering jet service to Chicago-O'Hare with three round trips daily connecting Paducah to 150 domestic and 19 international destinations. Moreover, Paducah's proximity to the Ohio River offers a compelling tourist destination featuring riverboat tours and recreational boating opportunities. Alongside tourist opportunities, the Ohio River presents an unbounded prospect for commercial and logistical activity. Paducah is the northern-most freeze-free port in the U.S. inland waterway system. Consequently, four of the largest U.S. barge companies call Paducah home.

LOCAL ASSETS

1. Carson Center for the Performing Arts	11. River Port Authority	21. Bob Noble Park & Pool
2. Hotel Metropolitan Museum	12. Barkley Regional Airport	22. Market House Theatre
3. J. Peck Brooks Stadium	13. Lloyd Tilghman House and Civil War Museum	23. Maiden Alley Cinema
4. Paducah School of Art & Design	14. Paducah Railroad Museum	24. Baptist Health Paducah
5. Paducah Public Schools	15. River Discovery Center	25. Mercy Health - Lourdes Hospital
6. McCracken County Public Schools	16. National Quilt Museum of the United States	26. Floodwall Murals of Robert Darford
7. West Kentucky Community and Technical College*	17. William Clark Market House Museum	27. Seaman's Church Institute
8. University of Kentucky College of Engineering (Paducah Campus)	18. Yeiser Art Center	28. PATS**
9. Murray State University (Paducah Campus)	19. Stuart Nelson Park	
10. McCracken County Public Library	20. Transient Dock	

*WKCTC focuses on workforce development and has been named a top 10 community college in the U.S. four years in a row by Aspen Institute.

** Paducah Area Transit Service (PATS) provides bus service for employees as well as trolley service for downtown tourists



PADUCAH RIVERFRONT COMMONS

PROJECT FUNDED

The Riverfront Commons project is focused on improving the accessibility and safety of the riverfront area. The need for the project derived from an increasing amount of annual tourism, many of whom visit by boat (i.e. riverboat cruises and travelers docking at our Transient Boat Dock) or by land/air for conventions and festivals. Paducah's riverfront is the center of tourism, convention, and festival activity. Also, the west-end riverfront is adjacent to historic downtown Paducah and attractions such as: The National Quilt Museum, the Carson Center for the Performing Arts, the Paducah Convention and Exposition Center, the River Heritage Museum and Seaman's Church Institute. Every year, conventions, festivals, and riverboat excursions bring in more than 50,000 visitors to Paducah, doubling the city's population.

Riverboat tourism alone generates \$1.4 million in local spending annually. Recognizing the growth in the local and regional tourism industry, the City of Paducah initiated a Downtown Revitalization Plan in 1992, the Riverfront Redevelopment Master Plan in 2007, the Renaissance Area Master Plan in 2013, and the 2014 PRDA Riverfront Development Report.

Paducah has made significant investments to implement components of these plans.

The City and private partners (whose investments amount to \$21.8 million) and \$14.1 million in federal funds, have realized many components of the Downtown Revitalization and Riverfront Redevelopment plans, including:

- \$9.6 million toward design and construction of the Transient Boat Dock and riverfront expansion and bank stabilization (of which \$9.3 million came from Federal sources);
- \$2.0 million for the design and construction of the first four phases of the Greenway Trail, connecting west Paducah to the Riverfront (of which \$1.6 million came from Federal sources);
- \$19.9 million in private investment to design, permit and build a 123-room Holiday Inn near the Paducah Convention Center;
- \$25,000 for wayfinding (of which \$15,000 was from non-Federal sources); and;
- \$1.0 million in investments to attract new businesses and redevelopment in

Downtown Paducah, all of which were from non-Federal sources.

All the above investments have improved connectivity between downtown Paducah and the Riverfront, but additional investments are required to ensure the area is inclusive and all prior investments are fully leveraged. The new proposed investments as part of the Riverfront Commons project include:

- An excursion pier and plaza where riverboats can dock, and passengers can make easier, safer, and more comfortable connections to downtown Paducah;
- A transient dock landing that connects the Transient Boat Dock built in 2017 to the riverfront and Schultz Park to the Excursion Plaza, allowing visitors who visit Paducah by boat to safely and more comfortably enjoy the city's waterfront; and;
- Four intersection improvements and a multi-use pathway that improve pedestrian comfort and safety between the riverfront and downtown and between major downtown destinations.



Together, the above proposed improvements support the growing tourism industry and local multi-modal access. Ultimately, this infrastructure improvement would allow Paducah to provide greater transportation options to local, national, and international tourists and residents. With the Riverfront Commons also in an Opportunity Zone, this project could bring significant economic, environmental, safety, and quality of life benefits to Paducah and the region. Moreover, the area offers a viable investment opportunity in a vibrant community and robust local economy.

CONTAINER TRANSFER YARD DEVELOPMENT PROJECT

INCREASED AVAILABILITY OF SAFER TRANSPORTATION

The rate of fatalities by waterborne transportation is four times lower than that of truck transportation on a per ton basis (0.10 vs. 0.38 fatalities per million tons), and the rate of injuries is 20 times lower (0.44 vs. 10.98 injuries per million tons). Waterborne transportation is also safer than rail transportation on a per ton shipped basis, with 0.10 fatalities and 0.44 injuries per million tons shipped compared to 0.34 fatalities and 2.81 injuries per million tons shipped.



MULTI-MODAL ACCESS TO REGIONAL ANCHORS

The Northern-most freeze-free port facility is also located to provide easy access to I-24, which follows a north-west to southeast route, from Marion, Illinois to Chattanooga, Tennessee. The I-24 corridor makes up the majority of traffic between St. Louis and Atlanta, and connects with I-69, I-57, I-75, I-65 and I-40.

The PMCRA is the grantee of Foreign Trade Zone #294



EXPANSION OF RIVERPORT CONTAINER CAPACITY

The proposed project is a two-acre container transfer yard, on the dry side of the floodwall, which includes the following elements: a concrete pad, automated yard entrance, truck scales, restroom and shelter, lighting, and security fencing. The container transfer yard will enable the PMCRA to serve as an economic engine for the region, and has the potential to attract manufacturing and distribution centers due to the direct blue water port access.



PROJECT ESTIMATE

According to estimates crafted by the Paducah-McCracken County Riverport Authority and the engineers at Bakon Farmer and Workman (BFW), the project is estimated to cost just over \$5.3M, inclusive of the following expenses.

CONSTRUCTION	\$4,835,600
ENGINEERING & PERMITTING	\$483,600
PROJECT TOTAL EST.	\$5,319,200

--- PROPERTY BOUNDARY
..... EXISTING RAILSPUR



without formal Customs entry. Additionally, the Paducah-McCracken County Riverport Authority is a U.S. Department of Transportation – Maritime Administration Marine Highway Designated Port. The port was also awarded the Marine Highway Leadership Award in 2016 for commitment to service and model practices.

Moreover, the inland port facility has served as the economic engine for the regional economy for over 50 years. The port holds a unique location - presenting a strategic benefit to customers while offering the largest concentration of navigable rivers in the world. In Downtown Paducah, the Tennessee River joins the Ohio River just outside the city's flood wall, and the Cumberland enters the Ohio just upstream at Smithland. Forty miles downstream, the Ohio enters the Mississippi at Cairo, IL. The strategic geographic location has enabled the City of Paducah and surrounding region to become the major hub for inland river activity. The port is currently active, including

Paducah offers a full-service inland port facility at the confluence of the Ohio and Tennessee Rivers. The port presents viable opportunity for manufacturing and shipping commercially, in addition to already offering Opportunity Zone benefits for relocated capital in the area. The facilities can handle a wide range of commodities, including containerized, break-bulk, and bulk cargoes, as well as storing cargoes on terminal or in terminal warehouse facilities. The moderate Western Kentucky climate allows for year-round service and operations without fear of supply chain interruption.

As the hub of the U.S. Inland Waterways, the Central U.S. location near the confluences of four major Eastern U.S. river systems allows shippers to move their goods to over 65% of the U.S. population and Canadian border within one day's drive. There is direct access to multiple blue water Gulf ports and Foreign Trade Zone #294, which allows goods to be brought into the area duty-free and

twenty-three barge companies that operate or have corporate headquarters in the area. There are also five major inland shipyards in the region that service most of the nation's inland river tow-boats and barge fleets.

The operating port facility is located between river mile 1.3 and 2.0 on the left descending bank of the Tennessee River, near its confluence with the Ohio River. The property is in the City of Paducah and in McCracken County. The operating port facilities are located on approximately 48 acres of land owned by the City of Paducah and McCracken County. Approximately 38 of these acres are utilized for operations with 10 acres available for development. The acreage is divided by South Fourth Street which connects with Wayne Sullivan Drive in two locations. Furthermore, land areas in the vicinity of the port are fully developed with primarily industrial facilities.

Economic Data and GDP

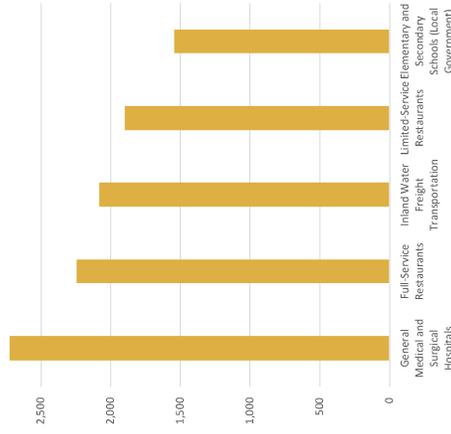
Within Paducah's firing economic engine, there are industries growing faster than the rest. The industries include engineering services, elderly and disabled people services, contact centers, and inland water freight transportation. The growth of these industries show Paducah has specific in-demand occupations, supplementing its already robust and viable economy.

Paducah features a robust economy with a \$6.2 million GDP and hosts a talented labor pool. The impressive GDP shows Paducah is moving forward, creating an economy for the future.

Top occupations in the region center around hospitals, full-service restaurants, and inland water freight transportation. Additionally, the concentrated employment in local government and schools along with physicians' offices, offer a glimpse into the backbone of the economy. The top occupations in the area also include a broad mix of training and educational requirements.

24.94% of workers commute from outside Paducah
75.06% of workers live and work within Paducah

Largest 5 Industries in Paducah



What are Paducah's most prevalent economic drivers?



Mercy Health - Lourdes Hosp.

General Medical and Surgical Hospitals

NAICS: 622110
 2018 Jobs: 2,727



the freight house

Full-Service Restaurants

NAICS: 722511
 2018 Jobs: 2,245



Container Ship

Inland Water Freight Transportation

NAICS: 482211
 2018 Jobs: 2,080



Midtown Market

Limited-Service Restaurants

NAICS: 722513
 2018 Jobs: 1,901

Major Employers in Paducah



Baptist Health Hospital - Paducah's Largest Employer

Employer	Jobs
Baptist Health Hospital	1,710
Lourdes Hospital	1,450
Walmart	925
Paducah Public Schools	546
West Kentucky Community and Technical College	480
City of Paducah	395
Commonwealth of Kentucky	340
Computer Services, Inc.	275
Parkview Convalescent Center	250
Paxton Media Group	190

Occupations by the Numbers in Paducah (2018)

Occupation	Jobs
General Medical and Surgical Hospitals	2,727
Full-Service Restaurants	2,245
Inland Water Freight Transportation	2,080
Limited-Service Restaurants	1,901
Elementary and Secondary Schools (Local Government)	1,542
Offices of Physicians (except Mental Health Specialists)	1,514
Local Government, Excluding Education and Hospitals	902
Engineering Services	796
Temporary Help Services	766
Nursing Care Facilities (Skilled Nursing Facilities)	750
Engineering Services	509
Services for the Elderly and Persons with Disabilities	288
Telemarketing Bureaus and Other Contact Centers	214
All Other General Merchandise Stores	180
Inland Water Freight Transportation	177
Offices of Physicians (except Mental Health Specialists)	177
Full-Service Restaurants	177
Other Fabricated Wire Product Manufacturing	175
Collection Agencies	137
Outpatient Mental Health and Substance Abuse Centers	137

PADUCAH GDP: \$4,206,318,397.00 **PERCENTAGE OF KENTUCKY GDP: 2.4%**
 Fun Fact: If Paducah's GDP were ranked globally, we'd place just behind the Commonwealth of Barbados (\$4.6B)

