



CITY COMMISSION MEETING
 AGENDA FOR AUGUST 23, 2016
 5:30 P.M.
 CITY HALL COMMISSION CHAMBERS
 300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PROCLAMATION: Suicide Awareness Month – Gianna Bathory

PRESENTATIONS: Duchess of Paducah – Carolyn Stratton

National Quilt Museum Update – F. Bennett

Paducah-McCracken Co Joint Sewer Agency

Industrial Surcharges – J. Hodges

	I.	<u>MINUTES</u>
	II.	<u>APPOINTMENT</u>
		A. Planning Commission
	III.	<u>MOTION</u>
		A. R & F Documents
	IV.	<u>MUNICIPAL ORDER</u>
		A. Personnel Appeals - S. BOOLITTLE
		B. Authorize Application for NEA Our Town Grant – S. ERVIN
		C. Extension of Casualty Insurance for Columbia Theatre – S. ERVIN
	V.	<u>ORDINANCES – ADOPTION</u>
		A. Contract with HDR Engineering, Inc. for Engineering Design and Construction Inspection for Flood Pump Stations #2 & #9 – R. MURPHY
		B. Accept 2016-2017 Edward Byrne Memorial Justice Accountability Grant Award – POLICE CHIEF BARNHILL
		C. Approve City Manager Employment Agreement Extension – CITY MGR
	VI.	<u>ORDINANCE - INTRODUCTION</u>

		A. Approve Contract with HDR Engineering, Inc., for Broadway/Jefferson Two Way Conversion w/ Bike Lanes, Traffic Study and Signing, Pavement Marking Plan – S. ERVIN
		B. Amend Alcoholic Beverage Ordinance – CITY MGR
	VII.	<u>CITY MANAGER REPORT</u>
	VIII.	<u>MAYOR & COMMISSIONER COMMENTS</u>
	IX.	<u>PUBLIC COMMENTS</u>
	X.	<u>EXECUTIVE SESSION</u>

AUGUST 23, 2016

I move that the following documents be received and filed:

DOCUMENTS

1. Certificate of Liability Insurance for Barnhill Excavation & Landscaping
2. Law Enforcement Service Fee Grant Award for FY2016 Paducah Police Department DUI Enforcement (ORD 2016-08-8402)
3. Interlocal Agreement with McCracken County for administration of the 2016 Household Hazardous Waste Grant Award (ORD 2016-06-8368)
4. Interlocal Agreement with McCracken County for acceptance and administration of the Edward Byrne Justice Assistance Grant Award (ORD 2016-06-8377)
5. Agreement with McKeel Equipment Co., Inc for purchase of one backhoe loader (ORD 2016-8-8398)
6. Agreement with McKeel Equipment Co., Inc for purchase of one rubber track loader (ORD 2016-8-8399)
7. Agreement with Municipal Equipment Co. for purchase of one side arm refuse truck (Ord 2016-8-8400)
8. Agreement with ERB Equipment Co. for purchase of one wheeled loader (ORD 2016-8-8397)
9. Contracts for Service:
 - a. Greater Paducah Economic Development Council & EmrePaducah (ORD 2016-8-8404)
 - b. Paducah Junior College, Inc. – Scommunity Scholarship Program (ORD 2016-8-8405)
 - c. Paducah Junior College, Inc. – Paducah School of Art (ORD 2016-8-8406)
 - d. Paducah Transit Authority (ORD 2016-8-8407)
 - e. Luther F. Carson Four Rivers Center, Inc. (ORD 2016-8-8408)
 - f. Barkley Regional Airport Authority (ORD 2016-8-8409)

CITY OF PADUCAH
August 23, 2016

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

City Manager's Signature

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
August 23, 2016

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>FIRE SUPPRESSION</u>					
Blackwell, Jacob	FF / Relief Driver \$14.84/Hr	Acting Fire Lieutenant \$16.32/Hr	NCS	Non-Ex	July 4, 2016
Blackwell, Jacob	Acting Fire Lieutenant \$16.32/Hr	FF / Relief Driver \$14.84/Hr	NCS	Non-Ex	August 3, 2016
<u>911</u>					
Burrow, Ashley	Telecommunicator \$20.19/Hr	Shift Supervisor \$21.19/Hr	NCS	Non-Ex	August 18, 2016

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE PLANNING DEPARTMENT TO SUBMIT AN APPLICATION AND ALL DOCUMENTS NECESSARY FOR THE CITY OF PADUCAH IN PARTNERSHIP WITH THE MARKET HOUSE THEATER TO APPLY FOR THE 2016 OUR TOWN MATCHING GRANT FUNDED BY THE NATIONAL ENDOWMENT FOR THE ARTS IN THE AMOUNT OF \$150,000. TO BE USED FOR THE MARKET HOUSE THEATER'S "THE NEXT STAGE" CAMPAIGN AND AUTHORIZES THE MAYOR TO EXECUTE ALL APPLICATION DOCUMENTS RELATING TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby approves and authorizes the Planning Department to submit an application and all documents necessary for the City in partnership with the Market House Theater to apply for the 2016 Our Town matching grant. The request is in the amount of \$150,000, and will be funded by the National Endowment for the Arts. This grant is for the Theater's "The Next Stage" campaign to assist in the development of design plans and specifications for proposed renovations to nine historic buildings adjacent to the Market House Theater.

SECTION 2. The Mayor is hereby authorized to execute the application and all documents necessary for an Our Town matching grant approved in Section 1 above.

SECTION 3. If the Our Town grant is approved, the Market House Theater will provide the cash match/in-kind services in the amount of \$150,000 for the matching grant, for a total project cost estimate of \$750,000.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, August 23, 2016

Recorded by Tammara S. Sanderson, City Clerk, August 23, 2016

\mo\grants\natl endowment for the arts-our town 2016 \$150,000

8-2016

Agenda Action Form
Paducah City Commission

197782

Meeting Date: August 23, 2016

Short Title: Approve execution of Consent to Casualty Insurance Renewal insuring the real estate located at 510-514 Broadway, in Paducah, McCracken, Kentucky, and the Columbia Theatre which is located thereon.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Steve Ervin, Lisa Emmons
Presentation By: Steve Ervin

Background Information: On or about April 22, 2014, the real estate located at 510-514 Broadway, in Paducah, McCracken, Kentucky, and the Columbia Theatre were conveyed to The Columbia Club, Inc., subject to the terms and conditions of a Memorandum of Understanding dated April 14, 2014 entered into between the City and the Club under which the Club agreed to make certain renovations to the theater and apply for a Kentucky Brownfield Redevelopment Grant. All of which furthers the public purpose of the City to encourage the rehabilitation and revitalization of the City downtown area.

Under the agreement with the Club, the City agreed to continue to insure the property and the theater against loss from fire, lightning, windstorm, explosion, tornado and such other risks as designated by the City to the extent of the full insurable value of the Property for a period of two (2) years. City further agreed to extend the provision of casualty insurance upon written agreement, provided that such insurance coverage is reasonably available to the City.

Planning Director is recommending that the casualty insurance be extended for an additional 2-year period and be automatically renewed thereafter, unless terminated at the sole discretion of the City Manager with written notice to the Club.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

Account Name:

Account Number:

Finance

Staff Recommendation: That the Mayor and Commission approve the proposed Consent to Casualty Insurance Renewal.

Attachments: Consent to Casualty Insurance Renewal

Department Head	City Clerk	City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE EXECUTION OF
CONSENT TO CASUALTY INSURANCE RENEWAL WITH THE COLUMBIA
CLUB, INC., A KENTUCKY NON-PROFIT CORPORATION

WHEREAS, pursuant to a Memorandum of Understanding dated April 14, 2014. (the "Agreement") by and between the City of Paducah, Kentucky (the "City") and The Columbia Club, Inc., a Kentucky non-profit corporation, (the "Developer"), the City conditionally conveyed the real estate located at 510-514 Broadway (the "Property"), in Paducah, McCracken, Kentucky, upon which is situated the Columbia Theatre (the "Theater") to the Developer to enable the Developer to make certain renovations to the Theater and to provide for the Developer's eligibility for a Kentucky Brownfield Redevelopment Grant; and

WHEREAS, under the Agreement the City agreed to continue to insure the Property against loss from fire, lightning, windstorm, explosion, tornado and such other risks as designated by the City to the extent of the full insurable value of the Property for a period of two (2) year from the execution of the Agreement; provided that such insurance coverage is reasonably available to the City. Further, the City agreed to extend the provision of casualty insurance beyond the expiration of this initial 2-year period but only upon the prior written consent and agreement of the City, in its sole discretion.

WHEREAS, it is beneficial for the City to approve and authorize the extension of the aforesaid casualty insurance and to execute the instrument entitled "Consent to Casualty Insurance Renewal," with regard to such matter as is in furtherance of its public project to encourage the rehabilitation and revitalization of the City downtown area.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

Section 1. Authorization. The Board of Commissioners of the City of Paducah hereby approves and the Mayor of the City of Paducah, Kentucky, is hereby authorized and directed to execute the Consent To Casualty Insurance Renewal in substantially the form attached hereto as Exhibit A and made part hereof.

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

Mayor

ATTEST:

City Clerk, Tammara Sanderson

Adopted by the Board of Commissioners, August 23, 2016
Recorded by City Clerk, August 23, 2016
\\mo\ins - renewal - Columbia Theater
lemmons-denton

CONSENT TO CASUALTY INSURANCE RENEWAL

The undersigned, **CITY OF PADUCAH, KENTUCKY**, a municipality of the home rule class (the "City"), on or about April 14, 2014 entered into a Memorandum of Understanding (the "Agreement") with **THE COLUMBIA CLUB, INC.**, a Kentucky non-profit corporation (the "Developer"), whereby the City agreed to conditionally convey the Property, the Theater, and all related improvement located on the Property to the Developer to enable the Developer to make certain renovations to the Theater and to provide for the Developer's eligibility for a Kentucky Brownfield Redevelopment Grant. On or about April 22, 2014, the Property, the Theater, and all related improvement located on the Property were conveyed by the City to the Developer, and the deed of conveyance is of record in the McCracken County Clerk's office in Deed Book 1275, page 559. (All defined terms not otherwise defined herein shall have the same meaning as defined in the Agreement.)

In connection with this conditional conveyance and pursuant to Section A.1. of the Agreement, the City agreed to continue to insure the Property against loss from fire, lightning, windstorm, explosion, tornado and such other risks as designated by the City to the extent of the full insurable value of the Property for a period of two (2) year from the execution of the Agreement; provided that such insurance coverage is reasonably available to the City. Further, the City agreed to extend the provision of casualty insurance beyond the expiration of this initial 2-year period but only upon the prior written consent and agreement of the City, in its sole discretion.

In connection with the foregoing, the City hereby consents and agrees to continue to insure the Property against loss from fire, lightning, windstorm, explosion, tornado and such other risks as designated by the City to the extent of the full insurable value of the Property for an additional 2-year period beginning on the expiration of the initial 2-year period; provided that such insurance coverage is reasonably available to the City. Upon the expiration of this additional 2-year period, the City further consents and agrees to automatically renew the aforesaid casualty insurance of the Property thereafter for successive two-year periods unless the City Manager of the City elects, in its sole discretion, to terminate the aforesaid casualty insurance by providing written notice of its intent to terminate to the Developer at least thirty (30) days prior to such termination.

The City acknowledges and agrees that this Consent will inure to the benefit of the Developer and its successors and permitted assigns and will be binding upon the successors and assigns of the City.

(Signature on the following page)

Dated this _____ day of _____, 2016.

CITY:

CITY OF PADUCAH, KENTUCKY

By: _____
Gayle Kaler, Mayor

Agenda Action Form

Paducah City Commission

Meeting Date: August 16, 2016

Short Title: Professional Engineering Service Agreement with HDR Engineering, Inc., for Final Engineering Design Services and Construction Inspection Services for the City's Flood Control Pump Stations #2 and #9 Rehabilitation Project

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, EPW Proj Mgr

Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

In accordance with the Design Agreement with the U.S. Department of the Army for the Design of the Ohio River Shoreline Reconstruction Project, the Preconstruction Engineering and Design (PED) activities associated with Priority #1 - Pump Station Rehab portion of the Levee System Reconstruction Project have been progressing. At this time, the USACE has completed approximately 75% of the engineering design plans for rehabilitation of Pump Stations #2 and #9.

In order to move forward with this portion of the USACE Priority #1 Project, HDR Engineering, Inc., has agreed to finalize the Project Plans for Pump Stations #2 and #9 and to assist with the bidding process at a total lump sum amount of \$57,500.00. Additionally, HDR has agreed to provide construction administration and inspection services during the construction of the Project at an hourly rate not to exceed \$75,000. Therefore, the total amount for the agreement with HDR Engineering, Inc., will not exceed \$132,500.

In accordance with a MOU with the USACE, the City will be eligible for credit for the expenses incurred for the engineering work related to Pump Stations #2 and #9.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

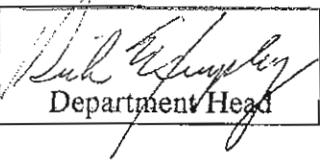
Funds Available: Account Name: 040-3315-532-2307
Account Number: FW0006

 8/12/2016
Finance

Staff Recommendation:

To adopt an Ordinance authorizing the Mayor to execute a Professional Engineering Service agreement with HDR Engineering, Inc., for engineering design services required to complete the Project Plans for Flood Control Pump Stations #2 and #9 at a lump sum amount of \$57,500.00; and to provide construction administration and inspection services during the construction of the Project at an hourly rate not to exceed \$75,000.00. Therefore, the total amount for the agreement with HDR Engineering, Inc., will not exceed \$132,500.

Attachments:
Agreement

 Department Head	City Clerk	 City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: August 16, 2016

Short Title: City Manager Employment Agreement Extension

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson
Presentation By: Jeff Pederson

Background Information:

An Employment Agreement between City Manager, Jeffrey A. Pederson, and the City of Paducah was signed on December 7, 2010. The Agreement was amended by Ordinance on December 20, 2011, subsequent to a Performance Review conducted by the City Commission, and again on April 8, 2014.

The City Commission and Mr. Pederson have agreed to renew Pederson's Employment Agreement for a three-year period, commencing July 26, 2016 through July 26, 2019, with an automatic renewal option for three additional years.

Other sections of the Agreement are amended as follows:

- Section 4 adjusts the City Manager's salary to \$165,897 annually.
- Section 6(c) allows the City Manager's unused sick leave under Option B to be paid out under resignation or retirement

Staff Recommendation: Approve the Extension of the City Manager's Employment Agreement with changes in Section 4 and Section 6(c) through July 26, 2019.

Attachments: City Manager's Employment Agreement Extension
Ordinance

Department Head	City Clerk	 City Manager
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Agenda Action Form

Paducah City Commission

Meeting Date: August 23, 2016

Short Title: Broadway/Jefferson Two Way Conversion W/Bike Lanes – Professional Services

Ordinance Emergency Municipal Order Resolution

Staff Work By: Stephen Ervin

Presentation By: Stephen Ervin

Background Information:

Key Components:

The City proposes to procure engineering services by HDR Engineering, Inc., of Paducah. Services includes the study of Broadway & Jefferson Streets being converted to two way, adding bike lanes on Broadway & Jefferson to connect to Phase 5 of the Greenway Trail and Noble Park, prepare a signing and marking plan for bidding, perform signal warrant studies for all intersections within the study area to see if the intersections can be converted to 4-way stop intersections and perform a signal warrant study at 3rd and Jefferson to see if a signal is necessary.

Additionally, HDR will assist the City in the preparation of the Transportation Alternative Grant (TAP) grant due September 30th. This grant will fund improvements outlined by HDR as part of this Engineering contract.

Please see attached scope of services for more detail.

Total compensation for Engineer's services is \$63,000.

Staff Recommendation:

Staff recommends approval of Engineering Contract

Funds Available:

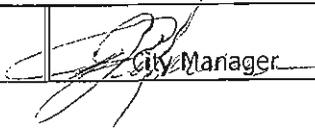
Account Name: ~~MR~~ 040-4411-592-2307
Account Number: MR0056


8/19/2016
Finance

Motion:

Attachments:

Scope of Services – Exhibit A
Short Form agreement
Terms & Conditions

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-9-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
APPROVING A SHORT FORM AGREEMENT WITH HDR ENGINEERING, INC.,
FOR PROFESSIONAL SERVICES FOR THE BROADWAY/JEFFERSON TWO WAY
CONVERSION WITH BIKE LANES PROJECT, AND AUTHORIZING THE MAYOR
TO EXECUTE SAID CONTRACT

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

SECTION 1. Recitals and Authorization. The City hereby approves the Short Form Agreement with HDR Engineering, Inc., for professional services to study Broadway and Jefferson Streets being converted to two-way, adding bike lanes on Broadway and Jefferson to connect to Phase 5 of the Greenway Trail and Noble Park, prepare a signing and marking plan for bidding, perform signal warrant studies for all intersections within the study area to see if the intersections can be converted to 4-way stop intersections and perform a signal warrant study at 3rd and Jefferson. HDR will assist the City in the preparation of the Transportation Alternative Grant. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Agreement for the purposes therein specified. Further, the Mayor of the City is hereby authorized to execute the Agreement.

SECTION 2. Compensation. The City shall compensate HDR Engineering, Inc., in a lump sum amount of \$63,000 for the services described in Section 1 above. Said compensation paid by the City shall be funded through project account MR0056, account number 040-4411-592-2307.

SECTION 3. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City

Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 5. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 6. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, August 23, 2016

Adopted by the Board of Commissioners, September 6, 2016

For-circled by Tammara S. Sanderson, City Clerk, September 6, 2016

Ordinance No. 2016-016

Ord plan agree-engineering services-Broadway-Jefferson Two Way conversion w-bike lanes

**SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING,
INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of _____, 20___, between the City of Paducah (“OWNER”) and HDR ENGINEERING, INC., (“ENGINEER”) a Nebraska corporation, with an office at 4645 Village Square Drive, Suite F, Paducah, Kentucky 42001 for services in connection with the project known as Broadway/Jefferson Two Way Conversion w/Bike Lanes, Traffic Study and Signing/Pavement Marking Plan (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The “HDR Engineering, Inc. Terms and Conditions for Professional Services,” which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of
- lump sum. The amount of the lump sum is Sixty-Three Thousand Dollars (\$63,000).

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

EXHIBIT A

SCOPE OF SERVICES

**Broadway/Jefferson Two Way Conversion w/Bike Lanes
Traffic Study and Signing/Pavement Marking Plan**

Scope

1. Convert Broadway and Jefferson Street from one way to two way from Fountain Avenue to Water Street.
2. Add two way bike lanes on Jefferson. Study to determine the location for the western termini between 28th Street and Central Avenue. Study to determine the location for the eastern termini between 19th Street and Fountain Avenue. The study will examine the existing field conditions and topography to determine the location of the western and eastern termini to be utilized for the construction project. Once the termini locations are approved by the City, the Signing and Pavement Marking Plans will be developed for this section of roadway.
3. Add one way bike lane on either 19th Street or Fountain Avenue to connect Jefferson Street to Broadway.
4. Study a future connection of the two way bike lanes from Jefferson Street to Nobel Park.
5. Add an east bound bike lane on Broadway from either 19th Street or Fountain Avenue to 7th Street.
6. Study a connection of the west bound bike lane on Jefferson from Water Street to 7th Street.
7. Add a west bound bike lane on Jefferson Street from Water Street to either Fountain Avenue or 19th Street.
8. Perform a signal warrant study at 3rd and Jefferson to see if a signal is necessary. If so, a note will be added to the plans that the signal design and construction will be by others.
9. Perform a signal warrant study at the following intersections to see if the existing signals can be converted to 4-way stop operations.

<u>Broadway</u>	<u>Jefferson Street</u>
3 rd	4 th
4 th	6 th
5 th	9 th
6 th	13 th
7 th	
12 th	
13 th	

If the signals can be removed and converted to a stop condition, a note will be added to the plans that the demolition of the signals will be by others. If the signals stay, a note will be added to the plans that the converted signals for the two way traffic will be done by others. No design for the demolition or converted signals will be performed by HDR.

Signing and Pavement Marking Plans will be developed for converting to the two way traffic on Broadway and Jefferson Street from Fountain Avenue to Water Street along with adding the proposed bike lanes. Typical sections will be developed that will be utilized along the proposed routes. The final limits of the signing and pavement marking plans will be based on the outcome of the studies looking at the different alternatives for connecting the bike lanes.

Plan sheets and typical sections will be developed utilizing City of Paducah GIS mapping and aerial photography. The plans will include a written description of each modification, relevant dimensions of the improvements along with locations and placement of the signs and pavement markings. Construction notes, estimate of quantities, and the sign schedule will be developed in enough detail to

bid the project. The plans will include details of the changes to the intersections due to converting the streets to two way traffic and adding the bike lanes. An engineer's estimate of the construction costs will be provided to the City prior to bidding the project.

A Bike Lane Summary Report will be completed that will describe the proposed bike lane route. This will include discussion of the routes between Water Street and 28th Street or Central Avenue. Also, the results of the studies for the connection between Jefferson Street to Noble Park and from Water Street to 7th Street along Jefferson Street.

A report will be prepared with the results of the intersection analysis. This will include the traffic data and if there is justification for the removal of the traffic signals.

HDR will assist with two public hearings. The first will be a kick off meeting with the City. The second will be to present the traffic analysis results and to provide exhibits of the proposed improvements. In addition to the above Scope, HDR will provide overall Project Management. This will include development of a work plan, assessment of the at-grade railroad crossing just west of 10th Street and assisting with any KYTC coordination.

The following items are not included in the Scope of Services and Lump Sum Fee.

- Study of what the new level of service is for Broadway and Jefferson Street after they have been converted from one way to two way.
- Bidding Services
- Construction Observation

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate this Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled,

ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60.1-4 (a-f), § 60-300 (a-e), § 60-741 (a-f).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site

in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

Agenda Action Form

Paducah City Commission

Meeting Date: AUGUST 23, 2016

Short Title: Amend ABC Ordinance

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Tammy Sanderson & Glenn Denton

Presentation By: Jeff Pederson, City Manager

Background Information:

The Kentucky General Assembly passed Senate Bill 11 (SB 11) into law during the 2016 legislative session. SB 11 includes numerous amendments to Kentucky's alcoholic beverage statutes (KRS 241-244), many of which either authorize or necessitate amendment of local ordinances. A separate ordinance introduced at the August 9, 2016, meeting of the Paducah City Commission proposes to implement a portion of the changes SB 11 allows by amending Sections 6-33 and 6-44.

This ordinance proposes several additional amendments to the City's alcoholic beverage ordinances to implement the following changes:

- **Sunday Sales.** The City currently allows alcohol to be sold by the drink on Sundays from 1:00 p.m. until 10:00 p.m. for hotels, motels, and restaurants with an NQ2 license. This ordinance will change the time Sunday sales by the drink are allowed to 11:00 a.m. through 10:00 p.m. It also will make Sunday sales by the drink permissible for Quota Retail Drink licensees that are considered "athletic facilities" and distilleries that hold an NQ3 license.
- **Sunday Souvenir Package Sales by Distilleries.** All licensed distilleries in wet territories are now permitted to sell souvenir packages of distilled spirits produced by that distillery. Also, cities and counties now have authority to permit such souvenir package sales by distilleries on Sunday. This ordinance will allow distilleries to sell souvenir packages on Sunday from 11:00 a.m. until 10:00 p.m.
- **Class A and B Rectifier's license.** SB 11 divides the Rectifier's license into two classes based on volume. This ordinance will implement the new classes.
- **Special Temporary Alcoholic Beverage Auction License.** SB 11 changes the Special Temporary License to allow malt beverages to be auctioned or raffled at charity events. This ordinance will implement the changes to this license.
- **Alcoholic beverage server training.** State law requires alcoholic beverage servers to complete "STAR" training within thirty days of beginning employment. This ordinance will conform the City's requirements to state law.

- Wholesalers and distributors must verify that retailers have local license. State law requires that wholesalers and distributors only sell to licensed retailers but does not specify that they must check whether retailers have a local license. Creating such a requirement in the City's ordinances will help enforce the requirement that retailers hold both a local and state license. This ordinance proposes to add a condition to wholesaler's and distributor's licenses requiring them to verify that all retailer's they sell to hold a valid local license.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Staff Recommendation:

To adopt the above changes to the City's ABC ordinance.

Attachments:

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2016-9-_____

AN ORDINANCE AMENDING CHAPTER 6, SECTIONS 6-4, 6-7, 6-9, 6-31, 6-35, AND 6-40 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, this Ordinance amends Chapter 6, Sections 6-4, 6-7, 6-9, 6-31, 6-35, and 6-40 of the *Code of Ordinances of the City of Paducah, Kentucky*, which regulate licenses to sell or manufacture alcoholic beverages; and

WHEREAS, this Ordinance is being enacted pursuant to the passage of Senate Bill 11 during the 2016 Regular Session of the General Assembly of the Commonwealth of Kentucky to conform with amendments to Chapters 241-244 of the Kentucky Revised Statutes regarding rectifier's licenses, special temporary alcoholic beverage auction licenses, and alcoholic beverage server training;

WHEREAS, this Ordinance is being enacted to modify the times during which alcoholic beverages are permitted to be sold on Sunday;

WHEREAS, this Ordinance is being enacted to permit Sunday sales of alcoholic beverages by the drink for athletic facilities holding a Quota Retail Drink license, by the drink for licensed distilleries that also hold a Nonquota type 3 license, and in souvenir packages for all licensed distilleries;

WHEREAS, this Ordinance is being enacted to require wholesalers and distributors to verify that retailers hold a valid local license prior to selling them alcoholic beverages.

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

SECTION 1. That Section 6-4, "Permissible operating hours," is hereby amended and restated to read as follows:

Sec. 6-4. Permissible operating hours.

- (a) Package sales and on-premises consumption hours generally. Except as otherwise provided under this section, the lawful operating hours for licensed retail premises under this article for retail package sales and on-premises consumption of distilled spirits, wine and malt beverages shall only be permitted for each day of Monday through Saturday, and shall be limited to the following periods of time:

License	Opening Hour	Closing Hour
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Package sales:		
Malt beverages/beer	6:00 a.m.	12:00 midnight
Distilled spirits	6:00 a.m.	12:00 midnight
On-premises consumption:		
Malt beverages/beer	6:00 a.m.	3:00 a.m. following day
Distilled spirits	6:00 a.m.	3:00 a.m. following day

- (b) The licensee shall ensure that at the closing hour all patrons shall have vacated the premises. Operators and their employees engaged in regular and ordinary post-closing activities may be on the premises during the closed hours, provided that the licensee has complied with subsection (c) below.
- (c) If a licensee provides a separate department within his licensed premises capable of being locked and closed off, within which is kept all stocks of distilled spirits and wine, and all fixtures and apparatus connected with his business as a licensee, and said department is kept locked during the times mentioned above, he shall be deemed to have complied with this section.
- (d) Sunday—Package sales. Package sales are prohibited on Sundays except for souvenir package sales by distilleries as provided in subsection (g).
- (e) Sunday—On-premises consumption at hotels, motels, and restaurants. The retail sale of distilled spirits, wine, and malt beverages by the drink shall be permitted on Sundays from 11:00 a.m. 4:00 p.m. until 10:00 p.m. for hotels, motels, and restaurants holding a Nonquota type 2 license, as defined herein, ~~for the retail sale of distilled spirits, wine and or malt beverages by the drink;~~ provided such hotel, motel, and restaurant satisfy the following conditions:
- (1) The dining facility of the hotel, motel, and restaurant has a minimum seating capacity of 50 people at tables;
 - (2) At least 50 percent or more of the gross annual receipts from the dining facilities are received from the sale of food; and
 - (3) The licensee shall apply for and receive a Sunday sales license and pay the applicable Sunday sales license fee.
- (f) Sunday—On-premises consumption at distilleries and sports facilities. The sale of distilled spirits, wine, and malt beverages by the drink shall be permitted on Sundays from 11:00 a.m. until 10:00 p.m. for licensed distilleries also holding a Nonquota type 3 license and athletic facilities holding a Quota Retail Drink license; provided such distillery or athletic facility shall apply for and receive a Sunday sales license and pay the applicable Sunday sales license fee. The term “athletic facilities” shall be limited to facilities which have a primary business purpose of providing a venue for competitive or recreational sports such as bowling allies.

(g) Sunday—Souvenir package sales by distilleries. The retail sale of souvenir packages of distilled spirits, as defined by KRS 241.010(57), shall be permitted on Sundays from 11:00 a.m. until 10:00 p.m. for licensed distilleries in accordance with KRS 243.0305.

(hf) Sunday—New Year's Eve. In the event that New Year's Eve falls on a Sunday, licensees holding a Nonquota 1, Nonquota 2, Nonquota 3, and/or Nonquota 4 license shall have the right to sell distilled spirits, wine, and/or malt beverages by the drink, for which they hold a license, on such Sundays from 11 a.m. until 3:00 a.m. the following day.

SECTION 2. That Section 6-7, "Regulation of special temporary licenses," is hereby amended and restated to read as follows:

Sec. 6-7. - Regulation of special temporary licenses.

The sale of distilled spirits, wine, and malt beverages by the drink shall be permitted on Sundays from 11:00 a.m. until 10:00 p.m. for licensees holding a special temporary license or a special temporary alcoholic beverage auction license issued pursuant to KRS ch. 243 and section 6-40 of the Code of Ordinances of the City of Paducah. Provided, however, the licensee shall only be permitted to sell such type of alcoholic beverage for which it is licensed and shall comply with all restrictions otherwise placed on said license.

SECTION 3. That Section 6-9, "Alcoholic beverage server training," is hereby amended and restated to read as follows:

Sec. 6-9. - Alcoholic beverage server training.

- (a) All persons employed to sell alcoholic beverages by the drink, those participating in the selling and serving of or taking orders for alcoholic beverages, shall complete a city-approved responsible beverage training program. For such a program to be approved by the city, it must effectively train participants in the identification of false documents, recognition of intoxication and liability issues. The city will not require enrollment in a specific class, but only that the training be obtained from a recognized program meeting the goals presented in this section.
- (b) All license holders employing persons required to complete training under paragraph (a) above, shall be responsible for all employees completing their training ~~within 90 days of April 24, 2012. Following the 90 day grace period for compliance, any new employees shall have the required training within thirty (30) days after beginning employment.~~ within thirty (30) days after beginning employment. All persons completing the training required by this section shall be re-certified in responsible beverage service training by a city-approved program not less than once every three years thereafter. Records must be maintained on site verifying employment history and training.

SECTION 4. That Section 6-31, "License required," is hereby amended and restated to read as follows:

Sec. 6-31. - License required.

No person shall sell or dispense at retail or wholesale, or have in his possession for sale, any distilled spirits, wine, malt beverages or beer, or manufacture the same in the city, unless he

shall first procure and have issued to him a license under the provisions of this chapter. Prior to selling alcoholic beverages to a retailer, wholesalers and distributors shall be responsible for verifying that such retailer holds a valid state and local license.

SECTION 5. That Section 6-35, "Revocation; suspension," is hereby amended and restated to read as follows:

Sec. 6-35. - Revocation; suspension.

- (a) At any time after a license has been issued under the provisions of this chapter, the same shall be revoked by the City Manager or his designee, if the alcoholic beverage license issued by the state is revoked.
- (b) The City Manager may, in his discretion, order a suspension of the license for any cause which he may, but is not required to, revoke the license under the provisions of KRS 243.490 and 243.500 or refuse to issue or renew a license under section 6-34 or section 6-37 of this chapter; provided, however, the licensee may have the option, subject to the approval of the City Manager, to pay in lieu of part or all of the days of any suspension period, a sum as follows:
 - (1) Distillers, rectifiers, ~~and~~ brewers ~~and~~ licensees, per day\$1,000.00
 - (2) Wholesale liquor licensees, per day\$400.00
 - (3) Wholesale beer licensees, per day\$400.00
 - (4) Quota retail drink ~~liquor~~ licensees, per day\$50.00
 - (5) Quota retail package ~~liquor~~ licensees, per day\$50.00
 - (6) Nonquota type 1, type 2, and type 3 ~~retail beer~~ licensees, per day\$25.00
 - (7) Nonquota 2 licensees holding a Special Sunday retail drink license, per day\$150.00
 - (8) All remaining licensees, per day\$10.00
- (c) Payments in lieu of suspension collected by the City Manager shall be deposited and used as local alcoholic beverage license tax receipts are deposited and used.
- (d) Appeals from orders of suspension and the procedure thereon shall be the same as are provided for orders of revocation in KRS 243.550—243.590.
- (e) The City Manager, on his own initiative or on the complaint of any person, may institute proceedings to revoke or suspend any license under this section. Revocation or suspension shall be had only upon five days' notice to the licensee, and an opportunity shall be given to him to be heard. All such hearings shall be before the City Manager.

SECTION 6. That Section 6-40, "License types and fees," is hereby amended and restated to read as follows:

Sec. 6-40. - License types and fees.

All fees due to the city will be collected at the time the application is approved by the state Alcoholic Beverage Control Board.

- (1) Distilled spirit licenses as set forth in KRS 243.030:
 - a. Distiller's license:
 1. Class A, per annum\$1,000.00
 - i. Distillers that produce more than fifty thousand (50,000) gallons of distilled spirits per calendar year at the premises shall obtain a distiller's license, Class A.
 2. Class B, per annum\$500.00
 - i. Distillers that produce fifty thousand (50,000) gallons or less of distilled spirits per calendar year at the premises shall obtain a distiller's license, Class B (craft distillery).
 - b. Rectifier's license; ~~per annum\$3,000.00~~
 1. Class A, per annum\$3,000.00
 - i. Rectifiers that rectify more than fifty thousand (50,000) gallons of distilled spirits per calendar year at the premises shall obtain a rectifier's license, Class A.
 2. Class B (craft rectifier), per annum\$960.00
 - i. Rectifiers that rectify fifty thousand (50,000) gallons or less of distilled spirits per calendar year at the premises shall obtain a rectifier's license, Class B (craft rectifier).
 - c. Wholesaler's distilled spirits and wine license, per annum\$3,000.00
 - d. Quota retail package license, per annum\$1,000.00
- (2) Quota retail drink license, per annum\$1,000.00
- (3) Special temporary license, per event\$165.00
- (4) Nonquota type 1 retail drink license, per annum\$2,000.00
 - a. Nonquota type 1 (also known as "NQ-1") retail drink licenses are combination licenses.
 - b. The holder of a combination license may sell distilled spirits, wine, and malt beverages by the drink. A second retail malt beverage license is not required.
 - c. NQ-1 licenses incorporate the following former license types:
 1. Convention center license.
 2. Horse track license.
 3. Automobile race track license.
 4. Air/rail system license.
- (5) Nonquota type 2 retail drink license, per annum\$1,000.00
 - a. Nonquota type 2 (also known as "NQ-2") retail drink licenses are combination licenses.

- b. The holder of a combination license may sell distilled spirits, wine, and malt beverages by the drink. A second retail malt beverage license is not required.
 - c. NQ-2 licenses incorporate the following former license types:
 - 1. Restaurant drink license.
 - 2. Motel drink license.
 - 3. Restaurant wine license.
 - 4. Airport drink license.
 - 5. Riverboat license.
- (6) Nonquota type 3 retail drink license, per annum\$300.00
- a. Nonquota type 3 (also known as "NQ-3") retail drink licenses are combination licenses.
 - b. The holder of a combination license may sell distilled spirits, wine, and malt beverages by the drink. A second retail malt beverage license is not required.
 - c. An NQ-3 retail drink license may be issued to:
 - 1. A private club in existence for longer than one (1) year prior to the license application;
 - 2. A bed and breakfast; or
 - 3. A distiller.
- (7) ~~Distilled spirits and wine~~ Special temporary alcoholic beverage auction license, per event\$200.00
- (8) Special Sunday retail drink license, per annum\$300.00
- (9) Extended hours supplemental license, per annum\$300.00
- (10) Caterer's license, per annum\$800.00
- (11) Bottling house or bottling house storage license, per annum\$1,000.00
- (12) Malt beverage licenses as follows:
- a. Brewer's license, per annum\$500.00
 - b. Microbrewery license, per annum\$500.00
 - c. Malt beverage distributor's license, per annum\$400.00
 - d. Nonquota retail malt beverage package license, per annum\$200.00
 - 1. A nonquota retail malt beverage package license permits malt beverage package sales only for consumption off the premises.
 - e. Nonquota type 4 retail malt beverage drink license, per annum\$200.00
 - 1. A nonquota type 4 (also known as "NQ-4") permits malt beverage drink sales only on the premises.
 - f. Malt beverage brew-on-premises, per annum\$100.00

(13) The fee for each of the first five supplemental bar licenses shall be same as the fee for the primary drink license. There shall be no charge for each supplemental license issued in excess of five to the same licensee at the same premises.

a. A supplemental bar license authorizes the licensee to sell and serve distilled spirits and wine by the drink at retail from an additional bar location other than the main bar.

(14) The holder of a nonquota retail malt beverage package license may obtain a nonquota type 4 malt beverage drink license for a fee of \$50.00. The holder of a nonquota type 4 malt beverage drink license may obtain a nonquota retail malt beverage package license for a fee of \$50.00.

(15) The activities permitted by the above licenses are defined in KRS ch. 243, which is incorporated herein as [if] set out in full. Nonprofit organizations are exempted from license fees required by a special temporary license above.

SECTION 7 SEVERABILITY. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 8 COMPLIANCE WITH OPEN MEETINGS LAWS. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 9 CONFLICTS. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect

SECTION 10 EFFECTIVE DATE. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

MAYOR

ATTEST:

CITY CLERK

Introduced by the Board of Commissioners, August 23, 2016
Adopted by the Board of Commissioners, September 6, 2016
Recorded by City Clerk, September 6, 2016
Published by *The Paducah Sun*, _____, 2016
\\ord\6-ABC-miscellaneous 9-2016