



CITY COMMISSION MEETING
AGENDA FOR MARCH 14, 2017
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PRESENTATION: Paducah Human Rights Commission Events – Dr. Belt

	I. <u>MINUTES</u>
	II. <u>APPOINTMENTS</u>
	A. Urban Renewal & Community Development Agency
	B. Brooks Stadium Commission
	III. <u>MOTION</u>
	A. R & F Documents
	IV. <u>MUNICIPAL ORDER(S)</u>
	A. Personnel Actions
	B. Accept Ky Office of Homeland Security Grant Award for Paducah Police Department – POLICE CHIEF BARNHILL
	C. Approve Closing a Portion of High Street – R. MURPHY
	D. Authorize Execution of Contract for Fire Fighter Training – FIRE CHIEF KYLE
	V. <u>ORDINANCE(S) – ADOPTION</u>
	A. Agreement for Technical Services for the Comprehensive Storm Water Master Plan – R. MURPHY/STRAND ASSOCIATES
	VI. <u>ORDINANCE(S) – INTRODUCTION</u>
	A. Amend Ordinance to Allow Microbreweries to Sell on Sundays – CITY MGR

	VII.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	VIII.	<u>EXECUTIVE SESSION</u>

FEBRUARY 28, 2017

At a Regular Meeting of the Board of Commissioners, held on Tuesday, February 28, 2017, 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 Administrative Assistant III, Lindsay Parish, the following answered to their names: Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

INVOCATION

Commissioner Rhodes gave the invocation.

MINUTES

Commissioner Abraham offered motion, seconded by Commissioner Holland, that the reading of the Minutes for the February 21, 2017, City Commission meeting be waived and that the Minutes of said meeting prepared by the City Clerk be approved as written.

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

MUNICIPAL ORDER(S)

PERSONNEL ACTIONS

Commissioner Holland offered motion, seconded by Commissioner Abraham, that 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.

(SEE MUNICIPAL ORDER BOOK)

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

AMEND PAY GRADE SCHEDULE

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that a Municipal Order entitled, "A MUNICIPAL ORDER ADOPTING AN AMENDMENT TO THE FY2016-2017 PAY GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY," be adopted.

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). M.O.#1952, BK 10

RELEASE OF DEED RESTRICTION FOR 511 NORTH 5th STREET

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A RELEASE OF DEED RESTRICTION FOR A DEED DATED NOVEMBER 22, 2013, RECORDED IN BOOK 1266, PAGE 680, IN THE McCRACKEN COUNTY CLERK'S OFFICE TO HENRY C. AND NEVA F. RUDY FOR 511 NORTH FIFTH STREET TRACT A," be adopted.

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). M.O.#1953, BK 10

ORDINANCE(S) – ADOPTION

APPROVE AGREEMENT WITH PADUCAH POLICE DEPARTMENT BARGAINING UNIT

Commissioner Abraham offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt 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, 2017, to June 30, 2020.

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD.#2017-2-8474; BK 35

APPROVE AGREEMENT WITH THE PROFESSIONAL FIRE FIGHTERS OF PADUCAH, LOCAL 168

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt 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 FIRE FIGHTERS.” 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, 2017 and expire on June 30, 2020.

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD.#2017-2-8475; BK 35

APPROVE AUDIT CONTRACT FOR FY2017 – FY2020

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE ACCEPTING THE PROPOSAL OF KEMPER CPA GROUP, LLP FOR THE PREPARATION OF THE CITY’S COMPREHENSIVE ANNUAL FINANCIAL REPORTS FOR FISCAL YEARS ENDING JUNE 30, 2017, 2018, 2019 AND 2020, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME”. This Ordinance is summarized as follows: That the City of Paducah accepts the proposal of Kemper CPA Group, LLP for the preparation of the City’s Comprehensive Annual Financial Reports for Fiscal Years ending June 30, 2017, 2018, 2019 and 2020 for a total sum not to exceed \$215,000.00, and authorizing the Mayor to execute all documents relating to same.

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD.#2017-2-8476; BK 35

ACCEPT BID & APPROVE CONTRACT FOR THE NOBLE PARK LAKE BANK STABILIZATION PROJECT PHASE II

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE ACCEPTING THE BASE BID OF YOUNGBLOOD EXCAVATING & CONTRACTING, LLC., FOR THE NOBLE PARK LAKE BANK STABILIZATION PROJECT-PHASE II, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME." This Ordinance is summarized as follows: That the City of Paducah accepts the Base Bid of Youngblood Excavating & Contracting, LLC., in the amount of \$242,980.00, for Noble Park Lake Bank Stabilization Project-Phase II, and authorizes the Mayor to execute a contract for same.

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD.#2017-2-8477; BK 35

AMEND TAXICAB ORDINANCE

Commissioner Abraham offered motion, seconded by Commissioner Holland, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AMENDING SECTION 122 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY." This Ordinance is summarized as follows: This Ordinance amends Article II, Section 122 of the Code of Ordinances relating to the operation of taxicabs and taxicab companies to reflect that the Ordinance does not govern the operation of "transportation network company vehicles" as defined in KRS 281.010(55), commonly known as ride-share vehicles and to reflect new requirements for an individual to be granted or disqualified from receiving a taxicab driver's license by the City such that a physical fitness a mental health fitness for duty certification may be required.

The Amended Ordinance further requires taxicabs to be inspected annually and sets forth reasons for and duration of seizure, suspension, and/or revocation of taxicab drivers' licenses and taxicab inspection stickers, along with a procedure for appealing same.

The Amended Ordinance prohibits magnetic signage on taxicabs and prohibits certain conduct of taxicab drivers while a taxicab is in motion during transport and further requires taxicab drivers and employer taxicab companies to self-report charges or reasons for which a taxicab driver may be disqualified from possessing a taxicab driver's license.

Criminal penalties for violation of this Ordinance remain unchanged. However, the fees associated with taxicab inspection stickers are as follows:

FEES:

- (A) Applications for new taxicab inspection stickers shall be \$25.00 per taxicab.
- (B) Renewal of Taxicab Inspection Stickers shall be \$15.00 per taxicab, annually.

A grace period will be provided from February 28th until March 31, 2017 for existing taxicab companies and taxicab drivers, during which time stickers will be issued upon inspection without a fee charge. After April 1, 2017, the aforementioned fees shall apply.

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD.#2017-2-8478; BK 35

AMEND UPPER STORY RESIDENTIAL GRANT PROGRAM ORDINANCE

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 34

FEBRUARY 28, 2017

ARTICLE VIII, THE UPPER STORY RESIDENTIAL GRANT PROGRAM, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY". This Ordinance is summarized as follows: That this Ordinance amends Chapter 34, Community Planning And Development, Sections 34-151 through 34-156, "Upper Story Residential Grant Program," of the Code of Ordinances of the City of Paducah, Kentucky, to allow property owners to apply for financial assistance that shall not exceed 15-percent of the construction cost or a maximum of \$15,000.00 per new owner occupied residential unit.

Adopted upon call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). ORD.#2017-2-8479; BK 35

PUBLIC COMMENTS

Stephen Webb, citizen, made comments regarding the amendments to the Taxicab Ordinance. He encouraged the City to look at the potential of establishing a standard taxicab rate for all taxi companies and drivers. He also encouraged the addition of drug testing requirements for taxi drivers.

Police Chief Brandon Barnhill responded to Mr. Webb's concerns. When reviewing the Taxicab Ordinance for changes, the City considered establishing a standard taxicab rate, but decided to let competition between companies determine the rate. Chief Barnhill believes this will keep rates low as well as prevent the City from having to amend the ordinance as rates fluctuate. The City also considered the possibility of required drug testing for taxi drivers, but it was determined that instituting an annual drug screen requirement would not guarantee that drivers are drug-free year-round.

PRESENTATION

DEVELOPMENT OF THE CITY OF PADUCAH COMPREHENSIVE STORM WATER MASTER PLAN

Representatives from Strand Associates, Inc. made presentation to the City Commission for the development of a Comprehensive Storm Water Master Plan for the City of Paducah. A copy of the PowerPoint Presentation is in the Minute file.

Details of the report are provided below in an excerpt from the City Commission Highlights prepared by Pam Spencer, Public Information Officer.

"Development of the City of Paducah Comprehensive Storm Water Master Plan (CSMP) (vote in March)

The Paducah Board of Commissioners introduced an ordinance to execute an Agreement for Technical Services with Strand Associates, Inc. in an amount not to exceed \$790,000 for professional engineering, consulting, and related services for the development of a comprehensive storm water master plan (CSMP). Strand is partnering with the local firm, BFW Engineering & Testing, Inc. The most recent storm water study was completed in 1989 and looked at only five flood-prone areas.

From May 20 until June 17, 2016, the City of Paducah solicited a request for qualifications from experienced consulting engineering firms for the development of a CSMP. Six firms submitted their qualifications. A selection committee comprised of City Engineer & Public Works Director Rick Murphy, Storm Water & Drainage Engineer Eric Hickman, Joint Sewer Agency Executive Director John Hodges, and Paducah Economic Development President/CEO Scott Darnell reviewed and scored each submission. Firms were given the opportunity to make a presentation to the selection committee with three firms making presentations on August 4. After the review and presentation process, the selection committee unanimously recommends Strand

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Associates, Inc. Strand has been in existence since 1946. It has 380 employees and 11 offices including two in Kentucky. Strand has extensive experience in community and storm water modelling and master planning.

Prior to the ordinance introduction, Principal-In-Charge/Senior Planning Advisor John Lyons and Project Manager Michael Woolum with Strand Associates in addition to Assistant Project Manager Kenny McDaniel with BFW made a presentation to the Paducah Board of Commissioners. Woolum says that Strand is committed to determining meaningful improvements to the flooding problems that the Paducah community is facing. Over the past few months, Strand has been researching the Paducah area to understand the areas of existing flooding, rainfall data, existing storm water conveyance systems (both natural and manmade), and topography.

To create an effective CSMP, Strand will study several factors unique to the Paducah area including the characteristics of the local watersheds and the potential for future growth. Computer models will be calibrated based on actual events with a design around specific storms and rainfall rates. The CSMP will recommend the appropriate level of flood control and cost-effective solutions. Strand proposes to have public meetings throughout the process to provide citizen outreach and to manage the public's expectations through education. Lyons says, "This project/program is not intended to eliminate flooding. This is about risk management." Lyons says the project team will be working with the City and other partners to determine the appropriate level of service in managing the storm water. That will lead to the development of feasible, cost-effective solutions. Lyons adds that you have to understand what you have today regarding existing storm water conveyance systems and then look at how to optimize their function.

The CSMP will provide the City of Paducah the identification of ten priority flood areas, the analysis of flood mitigation alternatives, a prioritized ranking of projects along with a benefit cost analysis, and the development of a capital project program. If approved by the Paducah Board of Commissioners, the CSMP process has an anticipated completion date by the end of 2018.

ORDINANCE(S) – INTRODUCTION

AGREEMENT FOR TECHNICAL SERVICES FOR THE COMPREHENSIVE STORM WATER MASTER PLAN

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND STRAND ASSOCIATES, INC. FOR THE DEVELOPMENT OF A COMPREHENSIVE STORMWATER MASTER PLAN; AND AUTHORIZING THE EXECUTION OF THE AGREEMENT." This Ordinance is summarized as follows: The City of Paducah hereby approves an agreement with Strand Associates, Inc., for the development of a Comprehensive Storm Water Master Plan in an amount not to exceed \$790,000, and authorizes the Mayor to execute the agreement.

CITY MANAGER REPORT

Mr. Pederson thanked the Commission for their attentiveness to the presentation and the Public Works Department for their role in the Storm Water Master Plan development.

MAYOR & COMMISSIONER COMMENTS

Commissioner Holland commented that of all the issues that were brought up during her campaign, flooding issues was among the most prevalent and she applauds the City for taking this step with the Storm Water Master Plan development to correct the issues.

ADJOURN

Mayor Harless offered motion, seconded by Commissioner Wilson, that the meeting be adjourned at approximately 7:15 p.m. All in favor. Motion carried.

FEBRUARY 28, 2017

ADOPTED: March 14, 2017

City Clerk

Mayor

Administrative Assistant III

MARCH 14, 2017

I move that the following documents and bids be received and filed:

DOCUMENTS

1. Notice of Cancellation for the Board of Commissioners of the City of Paducah for March 7, 2017
2. Certificates of Liability Insurance
 - a. Pinnacle, Inc.
 - b. A & K Construction, Inc.
 - c. MAC Construction & Excavating, Inc.
3. Commissioner's Deeds
 - a. 629-631 Finley Street
 - b. 621 Boyd Street
 - c. 836 North 7th Street
4. Contracts/Agreements:
 - a. Agreement between City of Paducah and The Paducah Police Department Bargaining Unit for 2017-2020 (ORD # 2017-2-8474)
 - b. Agreement between City of Paducah and The Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters for 2017-2020 (ORD # 2017-2-8475)
 - c. Professional Audit Fee Proposal Agreement with Kemper CPA Group for FY 2017-2020 (ORD # 2017-2-8476)
 - d. Lease Agreement with Community Financial Services Bank for Julian Carroll Convention Center (ORD # 2016-12-8461)
 - e. Grant Agreement with Delta Regional Authority for CIF Matching Grant for Pump Station No. 2 Rehabilitation Project (ORD # 2016-12-8459)
 - f. Agreement and Notice to Proceed with Brehm Striping Company, Inc. for Pavement Marking for 2017-2018 (ORD # 2017-2-8472)
 - g. Contract with Galls, LLC for uniforms for the Paducah Police Department (ORD # 2016-12-8457)
 - h. Agreement with Federal Materials for Concrete Read-Mix for 2017-2018 (ORD # 2017-2-8471)
 - i. Agreement with Danny Cope & Sons for 2017-2018 Equipment Rental (ORD # 2017-2-8473)
 - j. City of Paducah Downtown Redevelopment Project State & Local TIF Program Analysis and Approval Contract (Approved by CM)
5. Paducah Water Works Financial Highlights for January 2017

CITY OF PADUCAH
March 14, 2017

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



City Manager's Signature

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
March 14, 2017

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Byas, Jaylon	Parks Maintenance Laborer	\$9.00/Hr	NCS	Non-Ex	March 16, 2017
Argiro, Craig D	Parks Maintenance Laborer	\$9.00/Hr	NCS	Non-Ex	March 23, 2017

NEW HIRE - FULL-TIME (F/T)

<u>911 COMMUNICATIONS</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Notland, Stacey L	Telecommunicator	\$17.14/Hr	NCS	Non-Ex	March 23, 2017

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>EPW - FLEET</u>					
Canter, Thomas	Fleet Mechanic II \$20.79/Hr	Fleet Mechanic II \$21.31/Hr	NCS	Non-Ex	March 16, 2017
Fraliex, Kyle	Fleet Mechanic II \$21.08/Hr	Fleet Mechanic II \$21.71/Hr	NCS	Non-Ex	March 16, 2017

TERMINATIONS - FULL-TIME (F/T)

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
<u>PLANNING</u>			
Ervin, Stephen	Director of Planning	Retirement	March 31, 2017
<u>911 COMMUNICATIONS</u>			
Herzog, Ryan	Telecommunicator	Resignation	March 2, 2017

**Agenda Action Form
Paducah City Commission**

Meeting Date: 14 March 2017

Short Title: 2016 KY Office of Homeland Security LEPP Grant ^{AWARD} Application – Taser Replacement Project

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: David White; Sheryl Chino

Presentation By: Chief Brandon Barnhill

Background Information: The Kentucky Office of Homeland Security (KOHS), Law Enforcement Protection Program (LEPP) reimburses law enforcement agencies for prior-approved items including body armor, duty weapons, ammunition and electronic control devices. The Police Department has received awards from this program in the past with the most recent allocation being in 2015 for Ballistics vests.

The Police Department submitted an application to reimburse the city for the purchase of 65 Tasers to replace existing equipment that is no longer supported by the manufacturer, as well as 120 Taser cartridges and 1 dataport unit. The KOHS has awarded grant funds of \$59,402 to purchase these items.

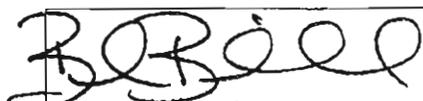
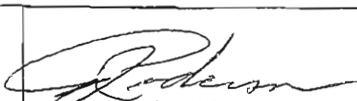
The new Tasers will replace equipment that is approximately 10 years old. This program did not require matching funds. However, the city will be responsible for all costs that exceed the program's maximum funding limits; therefore, the Paducah Police Department had to invest \$8,920.39 from its own budget. Awarding the funds took a full year, so the PPD set aside \$5,000 from its FY2016 budget for this investment and will spend the remaining portion of its match (\$3,920.39) from its FY2017 budget.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Project Title: 2016 LEPP Grant
Project #: PO0094
File #: 6.283
Account #: 040-1616-521.23-07

AU 3/10/17
Finance

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

 Police Dept. Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT AND ALL DOCUMENTS RELATING THERETO WITH THE KENTUCKY OFFICE OF HOMELAND SECURITY FOR A LAW ENFORCEMENT PROTECTION PROGRAM GRANT AWARD IN THE AMOUNT OF \$59,402 TO BE USED BY THE PADUCAH POLICE DEPARTMENT

WHEREAS, the City of Paducah applied for a Kentucky Office of Homeland Security Grant adopted by Municipal Order No. 1883 on February 23, 2016, to purchase tasers and accessories to be used by the Paducah Police Department; and

WHEREAS, the Kentucky Office of Homeland Security has approved the application and is now ready to award this grant.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a Grant Agreement and all documents relating thereto with the Kentucky Office of Homeland Security to obtain a Law Enforcement Protection Program Grant Award in the amount of \$59,402.00 to be used to purchase tasers and accessories for the Paducah Police Department.

SECTION 2. The funds will be placed in Project Account No. PO0094.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, March 14, 2017
Recorded by Tammara S. Sanderson, City Clerk, March 14, 2017
\\mo\grants\police-award-homeland security - LEPP-tasers 3-2017

Agenda Action Form

Paducah City Commission

Meeting Date: March 14, 2017

Short Title: Closure of a Portion of High Street between Alameda Dr and Sherwood Road

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Angela Weeks, Engr Proj Mgr

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

Background Information:

The following adjacent property owners have submitted an executed application requesting that a portion of High Street between Alameda Drive and Sherwood Road (undeveloped) be closed:

- Russell and Julie Wagner
- Icy Gardner

On March 6, 2017, the Planning Commission held a Public Hearing and made a positive recommendation to the City Commission for this closure. All of the utility companies have agreed to this closure with a 25 foot wide Public Utility and Storm Water Drainage Easement be required as shown on the plat.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: N/A
Account Number:

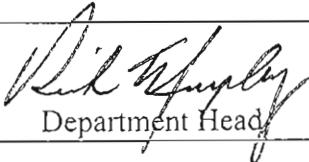
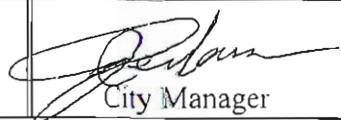
Finance

Staff Recommendation:

To adopt an ordinance authorizing the closing of a portion of High Street between Alameda Drive and Sherwood Road be closed and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

Attachments:

Original Street Closure Application, Proposed Closure Plat, Planning Commission Resolution

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER PROVIDING FOR THE CLOSING OF HIGH STREET BETWEEN SHERWOOD ROAD AND ALAMEDA DRIVE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

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

SECTION 1. That the City of Paducah does hereby authorize the closing of High Street between Sherwood Road and Alameda Drive:

A certain portion of a street right of way known as High Street containing 0.1308 acres as surveyed by Ricky A. Tosh, PLS 2900 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, KY on August 10, 2016 located between Alameda Drive and Sherwood Road in Paducah, McCracken County, Kentucky as being more particularly described as follows:

Beginning at a rebar and cap (set) in the right of way centerline of High St, said point being located South 24 Degrees 33 Minutes 34 Seconds East for a distance of 25.00 feet from the centerline intersection of High Street and Alameda Drive, [all rebars and caps (set) are 1/2" diameter by 18" long rebars with a plastic cap stamped "R.TOSH KYPLS2900];

Thence from the point of beginning North 65 Degrees 26 Minutes 26 Seconds East for a distance of 25.00 feet with the projection of the south right of way of Alameda Drive to a rebar and cap (set) in the east right of way of High Street;

Thence South 24 Degrees 33 Minutes 34 Seconds East for a distance of 106.97 feet with the west line of the Russell & Julie Wagner property described in Deed Book 897, Page 221 to a 1/2" diameter rebar and cap stamped "DH DUMMER PLS 1955" (found);

Thence South 49 Degrees 47 Minutes 59 Seconds West for a distance of 25.96 feet with another line of Wagner to a rebar and cap (set) in the right of way centerline of High Street;

Thence South 49 Degrees 47 Minutes 59 Seconds West for a distance of 25.96 feet along a common line with another line of Wagner ~~and~~ passing through a 1/2" diameter rebar (found) at 21.55 feet at the north west corner of the Patrick & Anna Cairney property described in Deed Book 1067, Page 585, to a 4" square concrete monument (found);

Thence North 24 Degrees 33 Minutes 34 Seconds West for a distance of 120.97 feet with the east line of the Icy L. Gardner property described in Deed Book 855, Page 55 to a rebar and cap (set) on the south right of way of Alameda Drive;

Thence North 65 Degrees 26 Minutes 26 Seconds East for a distance of 25.00 feet with the projection of the south right of way of Alameda Drive to the point of beginning.

Together with and subject to covenants, easements, right of ways and restrictions of record and in existence.

This tract of land is subject to a public utility and storm water drainage easement. See "Plat of Survey of a Portion of High Street."

The bearings described herein are based on a record bearing of North 49 Degrees 37 Minutes 13 Seconds East along the north right of way of Sherwood Road as recorded in Plat Section "J", Page 1246.

SECTION 2. In support of its decision to close the aforesaid public way, the Board of Commissioners hereby makes the following findings of fact:

- a. Russell and Julie Wagner and Icy Gardner are the owners of property abutting the public way which the Board of Commissioners has authorized to be closed as is evidenced by the application for street and/or alley closing which is attached hereto and made part hereof.
- b. On the 6th day of March, 2017, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.
- c. Written notice of the proposed closing was given to all property owners in or abutting the public way or the portion thereof being closed as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.
- d. All property owners in or abutting the public way or the portion thereof being closed have given their written notarized consent to the closing as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

SECTION 3. All requirements of KRS 82.405(1) and (2) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute a quitclaim deed from the City of Paducah to each of the property owners in or abutting the public way to be closed with each to acquire title to that portion of the public way contiguous to the property now owned by said property owners up to center line of the said public way. Provided, however, that the City shall reserve such easements upon the above described real property as it deems necessary. Said deed shall provide the reservation by the City of Paducah any easements affecting the herein described real property as described in Section 1 above.

SECTION 5. 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, March 14, 2017
Recorded by Tammara S. Sanderson, City Clerk, March 14, 2017
\mo\st close-high street

CERTIFICATION

I, Tammara S. Sanderson, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of Municipal Order No. _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on March 14, 2017.

City Clerk

Agenda Action Form Paducah City Commission

Meeting Date: 3/14/2017

Short Title: Authorizing Signing of Contract for FGS Train- the Trainer Course

Ordinance Emergency Municipal Order Resolution Motion

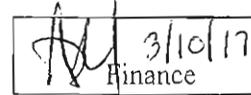
Staff Work By: Kevin McKellips
Presentation By: Kevin McKellips

Background Information:

The Paducah Fire Department received an Assistance to Firefighters grant to conduct the IAFF Fire Ground Survival (FGS) Train-the-Trainer Course. This course is designed to improve firefighter safety and awareness during emergency responses and training.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: 2016 AFG Grant
Account Number: FI0031

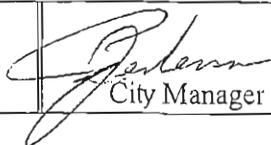
 3/10/17
Finance

Staff Recommendation:

Staff recommends that the city enter into a contract with the IAFF to conduct the Fire Ground Train-the-Trainer Course for \$77,000.

Attachments:

Contract

 Department Head	City Clerk	 City Manager
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A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY,
APPROVING AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) IN THE AMOUNT OF
\$77,000 TO CONDUCT THE IAFF FIRE GROUND SURVIVAL TRAIN-THE-TRAINER
COURSE TO THE PADUCAH FIRE DEPARTMENT FIRE FIGHTERS, AND
AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

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

SECTION 1. The City hereby approves the Agreement with the International
Association of Fire Fighters (IAFF) in the amount of \$77,000 to conduct the IAFF Fire Ground
Survival Train-the-Trainer Course to the Paducah Fire Department fire fighters, and authorizes the
Mayor to execute said agreement.

SECTION 2. This expenditure shall be charged to project account FI0031.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, March 14, 2017
Recorded by Tammara S. Sanderson, City Clerk, March 14, 2017
\\mo\agree-fire-IAFF-fire fighter training course

This Agreement ("Agreement") is made on _____, 2017 by and between the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (the "IAFF"), a 501(c)(5) non-profit organization with a principal place of business at 1750 New York Avenue, NW, Washington, D.C. 20006 and City of Paducah a municipal corporation, organized and existing under the laws of the State of California, with a principal place of business at 300 S. 5th St., P.O. Box 2267, Paducah, KY, 42003.

WHEREAS, the IAFF has developed and teaches the IAFF Fire Ground Survival Program; and

WHEREAS, the City of Paducah desires to provide to its employees the IAFF Fire Ground Survival Program;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

Article 1 The IAFF shall provide the IAFF Fire Ground Survival Train-the-Trainer Course ("Course" or "IAFF FGS Train-the-Trainer Program") to City of Paducah ("Host Site") employees as provided in this Agreement. The dates of the IAFF FGS Train-the-Trainer Program shall be June 26-29, 2017. Course dates will only be established three months after the minimum of 30 candidates is met to enable all candidates to prepare for the workshop and examination. The Host Site will be consulted on all details before the dates are finalized.

The IAFF FGS Train-the-Trainer Program is part of the IAFF's Fire Ground Survival Program ("IAFF FGS Program"). The purpose of the IAFF FGS Program is to ensure that training for MAYDAY prevention and MAYDAY operations is consistent between all fire fighters, company officers, and chief officers. Fire fighters must be trained to perform potentially life-saving actions if they become lost, disoriented, injured, low on air, or trapped. These training exercises must be consistent throughout the fire service. The IAFF FGS Program applies the lessons learned from Fire Fighter Fatality Investigations conducted by the National Institute for Occupational Safety and Health (NIOSH) and has been developed by a committee of subject matter experts from the International Association of Fire Fighters, the International Association of Fire Chiefs, and NIOSH. The International Association of Fire Fighters is the only agency that provides the training program necessary to become a certified IAFF Fire Ground Survival Trainer and thus should be considered as "Sole Source." The IAFF FGS Program is the most comprehensive survival skills and MAYDAY prevention program currently available within the fire service. Incorporating federal regulations, proven incident management best practices, survival techniques from leaders in the field, and real case studies from experienced fire fighters, the FGS Program aims to educate all fire fighters to be prepared if the unfortunate happens.

The IAFF FGS Train-the-Trainer Program is a four-day workshop and has three main purposes. The first purpose is to review the online materials so as to increase the candidates' knowledge related to fire ground survival. The second purpose is to improve the candidates' ability to deliver the prepared classroom lessons to fire fighters from their department. The final purpose is to improve the candidates' ability to demonstrate and teach the practical survival skills that are part of the FGS Program curriculum.

The IAFF FGS Train-the-Trainer Program will focus on Preventing the MAYDAY, Being Ready for the MAYDAY, Self-Survival Procedures, Self-Survival Skills, and Fire Fighter's Expectations of Command. Workshops will be taught by IAFF Fire Ground Survival Master Instructors. The workshop will begin at 8:00 am and end at 5:00 pm on most days, provided that all of the learning objectives for that day are covered. One hour will be given for lunch. Workshops will be taught using small group learning methods, which encourages student participation. Students will spend part of the time in a classroom setting and the rest of the time performing practical self-survival skills while wearing full protective equipment (PPE), including SCBA.

The IAFF FGS Train-the-Trainer Program utilizes IAFF FGS Master Instructors and is designed to certify FGS Instructors by the IAFF from within IAFF-affiliated fire departments from the ranks of fire fighters, company officers, and chief officers. These IAFF-Certified FGS Instructors will have the ability to train their fire department's recruits and incumbents who have completed the FGS Online Awareness Course. IAFF-Certified FGS Instructors enhance these training sessions and increase retention by utilizing the FGS Classroom Instruction in addition to the FGS Online Awareness Course materials. IAFF-Certified FGS Instructors are also certified to deliver the FGS Hands-on Skills Training. Additionally, IAFF-Certified FGS Instructors are certified to train selected members as FGS Assistant Instructors from their fire department to assist in delivering the FGS Operations Course.

In order to participate in the IAFF FGS Train-the-Trainer Program, all participants must: complete the Fire Ground Survival Online Awareness Course; be a fire fighter, or employed by a fire department and involved in a fire service training program; have at least one year of teaching experience; have a demonstrated ability to teach from prepared materials; and be certified to the NFPA Instructor I level or equivalent.

Members successfully completing the IAFF FGS Train-the-Trainer Course will receive an IAFF-Certified Instructor Certificate.

Article 2 The dates and locations of workshops and examinations will be posted on the IAFF web site, FGS_schedule.htm. For additional information, you may contact the IAFF at (202) 824-1572.

Article 3 City of Paducah will be a host site for up to 30 candidates at a fixed fee of \$77,000 ("Fee"). As part of this Fee, the IAFF will provide one IAFF Fire Ground Survival Mobile Training Apparatus (see attachment A). The IAFF Fire Ground Survival Mobile Training Apparatus will remain the property of the host site, and the IAFF will provide vendor information for the purchase of additional or replacement props.

The IAFF will provide all the required training manuals and resource materials. Each student for the IAFF-Certified FGS Instructor Program will be required to have these teaching aids. As part of this Fee, the IAFF-Certified FGS Instructor will be registered with the IAFF and will receive all updated training materials and continued information regarding the FGS Program.

Payment must be received 60 days prior to the start of the workshop. If Payment is not received prior to the start of the workshop candidates will not be authorized to attend. If you do not have a minimum of 30 candidates, you may also consider:

- Conducting the workshop with a smaller class size for the \$77,000 fixed fee. While such an option will cost you more per candidate, it will give each FGS candidate more individual time with the IAFF FGS certified instructors. Additionally, it will enable you to immediately establish a date.
- Contacting your neighboring departments, and, if additional outside participants attend, the fee is \$2,567 per candidate from those departments, which can assist in offsetting your \$77,000 cost.

Depending on circumstances, the IAFF may be able to work with departments if there is a potential for less than 30 participants and the \$77,000 payment cannot be made up-front. Based on IAFF discretion and if this option is offered to a host fire department, if 30 participants do not register by the beginning of the Course, the host department must cover the slots not filled, which equates to \$2,567 per slot. For example, if the Course has 25 participants, the host location must pay for the remaining 5 slots not filled, totaling \$12,835.

The Fee provides for six IAFF FGS Master Instructors. All registered candidates, as part of the Fee, will receive the FGS manuals, including Instructor Guides, PowerPoint Presentations, FGS Instructional Videos, Plans for Prop Construction, and Practical Skill Evaluation Sheets. All

materials will be sent immediately after registering with a valid credit card, verifiable fire department purchase order number, or department check. If a credit card payment is declined, the individual or department will be notified, their slots will be removed, and study guides will not be sent until a valid payment is received by the IAFF.

The Fee shall include the following costs: shipping of any materials necessary to teach the Course (including student manuals, reference materials, and pocket guides) and all paperwork necessary for completion of the Course (including registration, forms, pre-tests, and post-tests) (collectively, the "Course Materials"). In addition, the IAFF shall pay all travel expenses for Course instructors (including airfare, hotel accommodations, and ground transportation).

All workshop and/or examination fees and purchase costs are in U.S. funds. We accept checks, money orders, and credit cards (VISA or MasterCard only). Checks or money orders, in U.S. funds, shall be made payable to: IAFF - Health and Safety Department/FGS Program.

There will be no refunds of the workshop, examination fees, or study materials. Emergency medical situations resulting in a participant's inability to complete the Course prior to or during a workshop may be reviewed by the IAFF, but it will be up to the discretion of the IAFF to determine if a refund is warranted. All medical emergency reporting must include valid documentation or paperwork, otherwise possible consideration of a refund will not be granted.

Article 4

City of Paducah shall provide a facility ("Course Site") to the IAFF to teach the Course at no charge to the IAFF. The Course Site used to conduct IAFF FGS skills training shall meet the following requirements:

- **Classroom:**
 - Desks and chairs to seat a minimum of 30 students.
 - The classroom must be free of distractions and at a comfortable temperature for the students.
 - LCD projector, computer with external speakers to utilize with the projector, printer, copy machine and five dry erase boards or easel pads ("Training Props"). The Course Site will be required to assemble the provided Training Props (at their own expense) prior to the start of the workshop according to the plans provided by the IAFF.
- **Training Structure Facility (e.g., Training Building, Training Tower):**
 - Three or more floors with windows on each floor where ladders can be positioned.

- Three or more rooms no less than 10 feet x 10 feet. Rooms must have movable furnishings that can be moved from room to room. Rooms must be able to be darkened.
- Anchoring points must be available on each floor for securing belay systems.
- Two or more entrances/exits to structure.
- Electrical sources must be available.
- **Training Grounds:**
 - Flat surface around training structure to accommodate ground ladder placement.
 - Large area where multiple skills can occur without interfering with each other. An area of 100 feet x 100 feet or more is recommended. Three smaller areas of less than 100 feet x 100 feet is allowable.
 - At least one working hydrant.

In addition, City of Paducah shall provide the following equipment to the IAFF, at no charge to the IAFF, to teach the Course:

- **Training Equipment:**
 - 600 feet of initial attack 1 3/4" or 1 1/2" hoseline.
 - SCBA and mask facepiece for each student.
 - One extra SCBA cylinder for each student.
 - SCBA cylinder refill capabilities.
 - Radios (minimum of 10) with at least two channels/frequencies that can be used dedicated for training exercises.
 - Two 24 foot extension ladders.
 - Rope to secure ladders in position for Upper Floor Egress skills.
 - (4) Flashlights.
 - Hand tools – (6) axes, (6) haligan tools.
 - Portable sound system to play CD or digital music files.
 - Extension cord.
- **Personal Protective Clothing and Equipment:**
 - Structural fire fighting ensemble meeting the requirements contained in NFPA 1500, Standard on Fire Department Occupational Safety and Health Program and include: helmet, coat, trousers, boots, hood and gloves. All skills must be performed in full structure PPE's and SCBA.
 - Personal equipment normally carried by jurisdiction's fire fighters (i.e. flashlight, wire cutters, axe, etc.)
- **Medical and Logistical Facilities and Equipment**
 - Area out of direct sunlight that can be used for rehabilitation, with cooling and warming capability and water.
 - Medical kit – as a minimum, kit must contain essentials needed to provide basic life support care including airways, dressings and a variety of first aid equipment.

- (4) Radios used for instructors with two dedicated frequencies/channels. One frequency/channel will be used by students in performing radio communications skills required during simulated MAYDAYs. The second frequency/channel will be used by instructors to communicate with medical personnel if a fire fighter is injured.
- Water.
- Cooling and warming capabilities.
- Restrooms.

Article 5 Once a workshop date is scheduled, the class cannot be postponed due to a lack of registrants. The workshop may only be postponed or canceled due to the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to perform under this Agreement. If a workshop is postponed under this Article, the Host Site can reschedule a future date. The IAFF will not be responsible for refunding airline or train tickets associated to the fire department, IAFF Local affiliate, or individual should a postponement or cancellation occur under this Article.

Article 6 To ensure that the IAFF FGS Program is being delivered properly and only as intended by the IAFF, a formal licensing policy has been implemented that specifies the way in which this IAFF FGS Program can legally be used. This procedure was instituted by the IAFF to protect the integrity of the IAFF FGS Program and the interests of the members of the IAFF by ensuring that the IAFF FGS Program is implemented properly and as intended.

Under the current policy, authorization to use the IAFF FGS Program under a Full License will only be granted to fire departments to train members of their department. Limiting the granting of licenses to only those entities that actually administer the FGS Program will enable the IAFF to ensure that the IAFF FGS Program is only being delivered in strict compliance with the licensing agreement.

Third party training organizations (limited to federal, state or provincial agencies; state/provincial fire academies; and colleges/universities that conduct fire fighter training) may apply for a Limited License. Such Limited Licenses allow third party training organizations or regional consortiums to use and teach the IAFF FGS Program for purposes of training fire fighters when the training is not provided or available from their fire department. However, this license is granted only upon the express conditions that the Limited Licensee may only deliver the IAFF FGS Program for a fire department that already possesses a complete and

valid Full License from the IAFF. Limited Licensees shall not use the IAFF FGS Program to train any person without first obtaining a written agreement with the fire department to which the person is employed.

In addition, a fire department that uses another fire department's resources and facilities to train fire fighters must apply for a Full License of their own.

The licensing policy ensures that the IAFF FGS Program used by either the Full Licensee or the Limited Licensee fully covers every aspect of the IAFF FGS Program, including all required safety measures. Any use of the IAFF FGS Program without a license or any misuse of the IAFF FGS Program is a violation of the IAFF copyright on this IAFF FGS Program.

Terms and Conditions of a Full IAFF FGS License

If an entity is granted a full license under this Agreement, the IAFF FGS Full License is granted only upon the express conditions that the Full Licensee must use the IAFF FGS Program in whole and only for the purpose of survival training. This includes, but is not necessarily limited to, preventing the MAYDAY, being ready for the MAYDAY, self-survival procedures, self-survival skills, fire fighter's expectations of command, and proper program administration including using specified equipment, props, safety measures and IAFF-Certified FGS Instructors. The IAFF FGS Full Licensee shall be permitted to use FGS Assistant Instructors in conjunction with their fire department training and consistent with the IAFF training requirements. Any attempt by the Full Licensee to use only a portion of the IAFF FGS Program or to use the IAFF FGS Program without the proper safety measures and certified IAFF FGS Instructors is inconsistent with the scope of this license, and is therefore prohibited. The Full Licensee is only authorized to make use of the IAFF FGS Program in accordance with the terms and conditions of the IAFF FGS manual. Full Licenses will only be issued to fire departments for the purposes of training members of their own fire department.

As a condition of receiving a Full License, an applicant must agree that it will conduct the IAFF Fire Ground Survival Program in accordance with the IAFF's licensing requirements. The full licensee shall:

- Utilize only IAFF-Certified FGS Instructors -- FGS Assistant Instructors are also permitted to be utilized by Full Licensees;
- Build/purchase the required IAFF FGS equipment and props and verify that such equipment and props conform to all specifications in the IAFF FGS manual;
- Ensure that it has the ability to administer the IAFF FGS Program in conformity with the specifications set forth with the FGS Program;

- Ensure that each trainee has completed the IAFF FGS online Awareness Course; and
- Provide to the IAFF, on an annual basis, a roster of all individuals trained to the IAFF FGS Operations Level.

The IAFF will provide a custom certificate template for the fire department to issue to members successfully completing training.

Terms and Conditions of a Limited IAFF FGS License

If an entity is granted a limited license under this Agreement, a Limited IAFF FGS License is granted to allow the use of the IAFF FGS Program for purposes of training fire fighters when the training is not provided or available from their department. The Limited License is granted only upon the express conditions that the Licensee may only administer the IAFF FGS Program for a fire department that already possesses a complete and valid Full License from the IAFF. Any attempt by the Limited Licensee to use only a portion of the IAFF FGS Program or to use the IAFF FGS Program without the proper safety measures and IAFF-Certified FGS Instructors is inconsistent with the scope of this License, and is therefore prohibited.

IAFF FGS Limited Licenses shall only be issued to third party training organizations or regional consortiums that are:

- Federal, state or provincial governments or agencies;
- State or provincial fire academies;
- Colleges/universities that conduct fire fighter training courses; or
- Regional consortiums of fire departments within a state or province.

As a condition of receiving a Limited License, an applicant must agree that it will conduct the IAFF Fire Ground Survival Program in accordance with the IAFF's licensing requirements. The Limited Licensee shall:

- Utilize only IAFF-Certified FGS Instructors (FGS Assistant Instructors are not allowed to be used by Limited Licensees);
- Build/purchase the required FGS Program's equipment and props and verify that such equipment and props conform to all specifications in the FGS Manual;
- Ensure that it has the ability to administer the FGS Program in conformity with the specifications of FGS Program;
- Ensure that each trainee has completed the IAFF FGS online Awareness Course; and
- Provide to the IAFF, on an annual basis, a roster of all individuals trained to the FGS Operations Level.

To ensure compliance with this policy, the IAFF will conduct on-site reviews and audits of the facilities holding a Limited License, and the

Limited Licensee must agree to fully cooperate with such efforts. The on-site review and audit will include, but are not necessarily limited to, the following:

- Verification of FGS training procedures and use of FGS Program training materials;
- Verification of IAFF-Certified FGS Instructors;
- Equipment inspection to ensure all equipment and props meet the FGS specifications; and
- Verification of roster of all trained individuals.

The IAFF will provide to the Full Licensee a custom certificate template for the fire department. The certificate template will be utilized by the fire department to present to those members who successfully complete the FGS Operations Course.

To ensure that the IAFF has adequate resources to conduct on-site reviews and audits, Limited License holders will be charged an annual licensing fee of five thousand dollars (\$5,000). Limited Licensees will also be provided any and all updates to the FGS Program. Limited Licenses will continue to be non-transferable, non-exclusive and revocable at will for any reason.

All licenses are non-transferable, non-exclusive, and terminable at will for any reason and at any time. The IAFF specifically reserves the right to terminate the license by written notice for any reason, effective immediately upon receipt of such notice by the other party, and any fees already paid by the licensee at the time of termination are nonrefundable. The IAFF owns the copyright and other related rights to the work entitled "Fire Ground Survival Program."

Article 7

Each party will indemnify, defend, and hold the other harmless from any loss, liability, costs, or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence, or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

If the IAFF is found liable by an arbitrator or court of competent jurisdiction to The City (or to any others for whom Services are provided) for an action under this Agreement, or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, the IAFF's liability to The City will be several, and not joint and several with such others, and will be limited to the IAFF's fair share of that total loss or damage, based on the IAFF's contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time will affect any assessment of the IAFF's proportionate liability hereunder, nor will settlement of or difficulty enforcing any claim, or the death,

dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

Article 8 The Course, and any written, printed, graphic, or electronically or magnetically recorded information developed in accordance with this Agreement, shall be the sole and exclusive property of the IAFF. In addition, any written, printed, graphic, or electronically or magnetically recorded information furnished by the IAFF for use in carrying out the provisions of this Agreement is the sole property of the IAFF. The IAFF owns the proprietary rights to this Program. This proprietary and confidential information includes, but is not limited to, Course Materials, client lists, marketing information, and information concerning the IAFF's employees, donors, benefactors, products, services, prices, operations, and subsidiaries not otherwise available in the normal course of events. City of Paducah will keep this information in the strictest confidence, and will not disclose it by any means to any person except with the IAFF's written approval, and only to the extent necessary to perform under this Agreement. This prohibition also applies to City of Paducah's employees and agents.

Article 9 The IAFF has copyrighted the IAFF Fire Ground Survival (FGS) Program in order to prevent unauthorized use of this Program. The IAFF owns the exclusive right to reproduce copies of the IAFF FGS Program; to prepare derivative works from the IAFF FGS Program; to distribute the IAFF FGS Program to the public; and to publicly display this work. The copyright on the IAFF FGS Program is registered with the United States Copyright Office. Because of this registration, the IAFF may invoke certain remedies in a lawsuit for copyright infringement. These remedies include actual damages, injunction, any profits realized by the infringer, and statutory damages, including attorneys' fees and litigation costs. The IAFF's copyright on the IAFF FGS Program is also afforded complete protection in Canada pursuant to the Universal Copyright Convention. The IAFF reserves all rights under Canadian and international law for copyright infringement and for any illegal use, distribution, copying and creation of derivative works that are not allowed by this license. The IAFF may invoke certain remedies in a lawsuit for copyright infringement. These remedies include actual damages, injunction, any profits realized by the infringer, and punitive damages.

Any use of the IAFF FGS Program is only allowed within the terms and conditions in the licensing agreement described above, which must be strictly adhered to by all licensees. This agreement states that the licensee may only use the IAFF FGS Program in its entirety.

This copyright protection extends to any derivative fire ground survival program that is “substantially similar” to the IAFF FGS Program. Further, the IAFF does NOT grant a license for the creation of derivative works, or works that are based on whole or in part on the IAFF FGS Program. This includes works that are written as well as oral. Specific, written permission is necessary from the IAFF in order to create derivative works.

While the IAFF may permit the reproduction and reprinting of the IAFF FGS Program upon request, this does not authorize the licensee to reprint or reproduce, in whole or in part, the IAFF FGS Program. Specific, written permission is necessary from the IAFF in order to reprint or reproduce the FGS Program. The IAFF reserves all rights and remedies for copyright infringement for any illegal use, distribution, copying or creation of derivative works that are not covered by this license.

The IAFF is entitled to, and will, institute legal action against any infringement of its exclusive rights or its licensing agreement. The remedies for copyright infringement include obtaining an injunction to prevent further infringement and to ensure the destruction of unauthorized copies. They also include the recovery of any damages suffered by the IAFF, recovery of the profits of the infringer, and the recovery of attorneys’ fees and costs of the litigation.

Article 10 Any notices required to be given under this Agreement by either party to the other must be affected in writing by personal delivery, or by mail, registered or certified postage prepaid, with return receipt requested (or delivery by private carrier e.g. UPS, FedEx, with signature required). Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

Article 11 If any provision of this Agreement is: (i) held by an arbitrator or a court of competent jurisdiction to be invalid, void, or unenforceable, or (ii) invalidated by state law enacted after the parties entered into this Agreement, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Article 12 No failure or delay by the IAFF in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

- Article 13 City of Paducah is an independent entity, and neither City of Paducah, nor its agents or employees, shall be considered employees or agents of the IAFF. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture or grant of a franchise between the IAFF and City of Paducah. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of or on the behalf of the other, except to the extent and for the purposes provided herein.
- Article 14 This Agreement will be governed by and construed in accordance with the laws of the District of Columbia. The parties agree that each has drafted and reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any revision or exhibit thereto.
- Article 15 This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof. This Agreement supersedes any and all prior agreements, either oral or written, between the parties and contains all of the representations, covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, which is not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the parties.
- Article 16 The Articles and other headings contained in this Agreement are meant to organize the document and shall not affect in any way the meaning or interpretation of the terms of this Agreement.
- Article 17 Each person signing below on behalf of any entity hereby represents, warrants and covenants that he/she does so with full and complete authority to so bind the party on whose behalf he/she is signing, to each and every obligation set forth in this Agreement. This Agreement is:

Executed at _____ (city), _____ (state), on _____
(date).

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

By: _____ (Signature)

_____ (Printed name)

_____ (Title)

City of Paducah

By: _____ (Signature)

_____ (Printed Name)

_____ (Title)

Agenda Action Form

Paducah City Commission

Meeting Date: February 28, 2017

Short Title: Professional Services Agreement for the Development of the City of Paducah Comprehensive Stormwater Master Plan

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Rick Murphy, P.E., City Engineer & Public Works Director
Eric Hickman, P.E., Stormwater & Drainage Engineer
Presentation By: Strand Associates, Inc.

Background Information:

On May 20, 2016, the City of Paducah requested proposals from qualified and experienced consulting engineering firms for the development of a Comprehensive Stormwater Master Plan (CSMP). The overall objective of this project is to compile a document which provides clear and concise explanation of the City's existing stormwater management program, presents a detailed investigation into key components of stormwater as it is related to the City, establishes stormwater management goals for the future, presents tools to meet or exceed established goals and provides a foundation for future policy decisions and projects.

Six firms submitted RFQs for Paducah's CSMP:

Strand Associates (partnered with **BFW Engineering & Testing Inc.**)
HDR (acquired the former **Florence & Hutcheson/ICA Engineering** office in 2015)
Horner & Shifrin (partnered with **Shawnee Professional Services**)
Burgess & Niple (partnered with Civil Design Group and **Shawnee Professional Services**)
AMEC Foster Wheeler (partnered with **5H Technologies**)
CDP Engineers Inc.(partnered with **Austin Engineering Inc.**)

The "Selection Committee Members" (SCMs) consisted of the following:

Rick Murphy, P.E - City Engineer & Public Works Director
Eric Hickman, P.E. - Storm Water & Drainage Engineer
John Hodges, P.E. – Executive Director of the Joint Sewer Agency
Scott Darnell - President/CEO Paducah Economic Development

Each firm's RFQ submittal was independently/individually scored by the SCMs using the following criteria:

- Firm Experience & Qualifications – 25 Total Points
- Familiarity with Project Area – 15 Total Points
- Project Approach – 25 Total Points
- Project Team, Specialized Capabilities & Availability – 20 Total Points
- Similar Projects – 15 Total Points

Combined Total Points = 100 Points

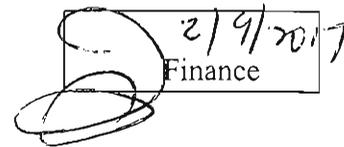
The average ranking & points for each firm before the interview process was as follows:

Firm	Ranking	Points
Strand Associates	1	95
HDR	2	83
Horner & Shifrin	3	72
Burgess Niple	4	70
AMEC Foster Wheeler	5	68
CDP Engineers, Inc.	6	30

After further deliberation, the SCMs considered the expenses incurred by each firm to assemble a presentation and travel/lodge to Paducah for the interview process. The SCMs provided the above rankings to all of the firms in order that they may decide whether or not to make a presentation before the SCMs. From the table above, three of the firms that chose to make presentations to the SCMs included the firms that ranked 1, 2, and 4.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Storm Water Study
 Account Number: 040-3315-532.23-07
 Project #: DR0009

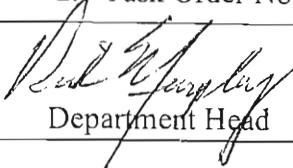
 2/9/2017
Finance

Staff Recommendation:

On August 4, 2016, each firm was allowed a one hour time allotment to present its qualifications before the SCMs. Upon the conclusion of these presentations, the SCMs discussed at length the strengths and qualifications of each firm presenting. At the conclusion of these discussions the SCMs arrived at a unanimous decision that Strand Associates partnered with BFW Engineering & Testing would be the best team to move forward with the CSMP Project. The City Engineer in collaboration with the Stormwater Master Plan engineering selection committee is recommending to adopt an Ordinance authorizing the Mayor to execute an Agreement for Technical Services with Strand Associates, Inc., for professional engineering, consulting, and related services in connection with a preliminary engineering evaluation for the CSMP Project. Services for the CSMP Project under the attached Task Order 17-01 shall not exceed \$790,000.

Attachments:

1. Agreement for Technical Services
2. Task Order No. 17-01

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

Meeting Date: 3/14/2017

Short Title: Amend ABC Ordinance to Allow Microbreweries to Sell on Sundays

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Paul Bradford, Attorney & Tammy Sanderson
Presentation By: Tammy Sanderson

Background Information:

Currently the city does not allow microbreweries to sell on Sundays. It has been requested by a commissioner for the city to change that regulation. The attached ordinance allows microbreweries that hold a NQ-4 retail malt beverage drink license and a NQ malt beverage package license to sell their products by the drink and by the package on Sundays.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation:

To allow microbreweries to sell malt beverages by the drink and package on Sundays from 11:00 a.m. to 10:00 p.m.

Attachments:

Department Head	City Clerk	City Manager
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ORDINANCE NO. 2017-3-_____

AN ORDINANCE AMENDING CHAPTER 6, ALCOHOLIC BEVERAGES OF THE PADUCAH CODE OF ORDINANCES

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

SECTION 1. That the City of Paducah hereby amends Sec. 6-4, Permissible Operating Hours of Chapter 6, Alcoholic Beverages, of the Paducah Code of Ordinances 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
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 and sales by microbreweries 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. until 10:00 p.m. for hotels, motels, and restaurants holding a Nonquota type 2 license, as defined herein; 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 microbreweries, 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.~~

- (1) Microbreweries also holding a license for retail drink sales and only to the extent permitted by such retail drink license.
- (2) Distilleries also holding a non-quota type 3 license; and
- (3) Athletic facilities holding a Quota Retail Drink License. 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 alleys.
- (g) Sunday—Souvenir package sales by distilleries and sales by microbreweries. 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. Malt beverage package sales shall be permitted on Sundays from 11:00 a.m. until 10:00 p.m. for licensed microbreweries also holding a retail package license.
- (h) 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 11:00 a.m. until 3:00 a.m. the following day.”

SECTION 2. This ordinance shall become effective upon summary publication pursuant to KRS Chapter 424.

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, March 14, 2017
Adopted by the Board of Commissioners, March 21, 2017
Recorded by Tammara S. Sanderson, City Clerk, March 21, 2017
Published by The Paducah Sun, _____
\ord\6-4, Microbreweries – Sunday sales