



CITY COMMISSION MEETING
AGENDA FOR JANUARY 9, 2018
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

RECOGNITION: “The Voice” Top 10 Finalist - Shi’Ann Jones

PRESENTATION(S): City Manager Recruitment Firms

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

	I.	<u>CONSENT AGENDA:</u>
		A. <u>MINUTES</u>
		B. <u>APPOINTMENT(S)</u>
		1. Paducah Convention & Visitors Bureau
		C. <u>MOTION(S)</u>
		1. R & F Documents
		D. <u>MUNICIPAL ORDER(S)</u>
		1. Personnel Actions – M. RUSSELL
		2. Amend City Employees Position & Pay Schedule – M. RUSSELL
		3. Approve City Hall Historic Preservation Tax Credit Application – T. TRACY
		4. Purchase of One 4x4 SSV Pickup and One 4 Door Sedan for Use

		by Fire Department – R. MURPHY
		5. Amend City Manager Severance & Release Agreement – MAYOR HARLESS
	II.	<u>ORDINANCE(S) – ADOPTION</u>
		A. Approve AFSCME Contract – M. RUSSELL
		B. Amend Human Rights Commission Ordinance – CITY MANAGER PEDERSON
		C. Amendment to Human Rights Ordinance – COMM. ABRAHAM
	III.	<u>ORDINANCE(S) – INTRODUCTION</u>
		A. Approval of Conveyance of Paducah Water Works Surplus Property Known As the Massac Pump Station Property – JASON PETERSEN (PADUCAH WATER)
		B. FY2018 Budget Amendment for City Hall Improvements Phase I & Greenway Trail Phase V – R. MURPHY/J. PERKINS
		C. Accept Bid of A&K Construction for Paducah City Hall Improvements Phase I – R. MURPHY
		D. Approve Contract with BFW Engineering for Greenway Trail Phase V Design Services – R. MURPHY
		E. Amend Smoking Ordinance – MAYOR
	IV.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	V.	<u>EXECUTIVE SESSION</u>

DOCUMENTS

1. Notice of Cancellation for the Board of Commissioners of the City of Paducah for December 26, 2017 & January 2, 2018
2. Contracts/Agreements:
 - a. Community Development Block Grant Agreement with the Kentucky Department for Local Government for the Four Rivers Recovery Center (MO # 2035)
 - b. Agreement to Employ Edward McManus as Director of 911 (MO # 2049)
 - c. Agreement to Employ Martin Russell as Paducah Human Resources Director (MO # 2051)
 - d. Agreement with Environmental Systems Research Institute ESRI for Multi-Jurisdictional Enterprise License for GIS Consortium (MO # 2052)

BIDS

**ENGINEERING/PUBLIC WORKS DEPARTMENT
CONSTRUCTION OF CITY HALL PHASE I**

1. A & K Construction*
2. Ray Black & Son, Inc.
3. MP Lawson Construction

**ENGINEERING/PUBLIC WORKS DEPARTMENT
RED 4-DOOR SEDAN VEHICLE FOR FIRE DEPARTMENT-FIRE PREVENTION
DIVISION**

1. Linwood Motors*
2. Paducah Ford

**ENGINEERING/PUBLIC WORKS DEPARTMENT
ONE (1) ½ TON 4X4 SSV PICKUP TRUCK FOR FIRE DEPARTMENT-FIRE
PREVENTION DIVISION**

1. Linwood Motors*
2. Paducah Ford

*Denotes recommended bid

CITY OF PADUCAH
January 9, 2018

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

1-15-2018

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
January 9, 2018

NEW HIRE - FULL-TIME (FT)

<u>EMERGENCY COMMUNICATION SRVCS</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Coffie-Grubbs, Heather M.	Telecommunicator	\$16.10/Hr.	NCS	Non-Ex	January 18, 2018
Hunt, Jordan T.	Telecommunicator	\$16.10/Hr.	NCS	Non-Ex	January 18, 2018
Newton, Michelle D.	Telecommunicator	\$13.47/Hr.	NCS	Non-Ex	January 18, 2018
<u>POLICE OPERATIONS</u>					
Armstrong, Jason M.	Recruit Officer	\$21.00/Hr	NCS	Non-Ex	January 25, 2018
Watson, William T.	Recruit Officer	\$21.00/Hr	NCS	Non-Ex	January 25, 2018
Smith, Rebecca A.	Recruit Officer	\$21.00/Hr	NCS	Non-Ex	January 25, 2018
Pierre, Jeff C.	Recruit Officer	\$21.00/Hr	NCS	Non-Ex	January 25, 2018
Easter, Anthony J.	Recruit Officer	\$24.12/Hr	NCS	Non-Ex	February 15, 2018
<u>EPW - COMPOST</u>					
Stevens, Rodney K.	Compost Supervisor	\$22.50/Hr.	NCS	Non-Ex	December 21, 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>FINANCE</u>					
Copeland, Angela R.	Revenue Manager \$35.17/Hr.	Revenue Manager \$36.23/Hr.	NCS	Non-Ex	January 18, 2018
Herndon, Audra J.	Controller \$36.98/Hr.	Controller \$38.09/Hr.	NCS	Non-Ex	January 18, 2018
<u>PARKS SERVICES</u>					
Evans, Leslie, E.	Parks Maintenance Supt. \$27.90/Hr.	Parks Maintenance Supt. \$28.45/Hr.	NCS	Non-Ex	December 21, 2017
<u>PLANNING</u>					
Allen-McEwen, Lasica	Housing Specialist \$18.64/Hr.	Housing Specialist \$19.24/Hr.	NCS	Non-Ex	January 18, 2018
<u>FIRE - SUPPRESSION</u>					
Farmer, Bryan G.	Acting Fire Captain \$17.89/Hr.	Fire Lieutenant \$16.77/Hr.	NCS	Non-Ex	January 4, 2018
Hansen, Wayne C.	Acting Fire Lieutenant \$16.56/Hr.	FF/Relief Driver \$15.33/Hr.	NCS	Non-Ex	January 4, 2018
Graves, Matthew W.	Fire Lieutenant \$16.77/Hr.	Acting Fire Captain \$17.89/Hr.	NCS	Non-Ex	November 26, 2017
Graves, Matthew W.	Acting Fire Captain \$17.89/Hr.	Fire Lieutenant \$16.77/Hr.	NCS	Non-Ex	December 27, 2017
Harris, Daniel W.	FF/Relief Driver \$15.55/Hr.	Acting Fire Lieutenant \$16.88/Hr.	NCS	Non-Ex	November 4, 2017
Harris, Daniel W.	Acting Fire Lieutenant \$16.88/Hr.	FF/Relief Driver \$15.55/Hr.	NCS	Non-Ex	January 1, 2018
Huskey, John H.	Acting Assisstant Fire Chief #2 \$18.31/Hr.	Acting Assisstant Fire Chief #1 \$18.76/Hr.	NCS	Non-Ex	December 7, 2017
Warner, Todd M.	Acting Assisstant Fire Chief #1 \$18.76/Hr.	Acting Assisstant Fire Chief #2 \$18.31/Hr.	NCS	Non-Ex	December 7, 2017

TERMINATIONS - FULL-TIME (FT)

<u>EMERGENCY COMMUNICATION SRVCS</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Hite, Charles T.	E-911 Shift Supervisor	Retirement	December 31, 2017

CITY OF PADUCAH
PERSONNEL ACTIONS
January 9, 2018

INFORMATION TECHNOLOGY

Mueller, Gregory E.	Director of IT	Retirement	December 31, 2017
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POLICE OPERATIONS

Drew, Kelly E.	Police Sergeant	Retirement	December 31, 2017
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PLANNING

Swift, Donna L.	Housing Specialist	Retirement	January 31, 2018
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Winchester, Melinda R.	Downtown Development Specialist	Resigned	December 31, 2017
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Agenda Action Form Paducah City Commission

Meeting Date: January 9, 2018

Short Title: A Municipal Order Amending the Engineering/Public Works Department Section G of the FY2017-2018 Position and Pay Schedule of the City of Paducah, Kentucky

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Martin Russell
Presentation By: Martin Russell

Background Information:

This proposed action will amend Municipal Order 1983 establishing the Position and Pay Schedule. The summary of the two changes are as follows:

Reduce the position of Laborer by two (2) and Increase the Truck Driver position by two (2) in the Solid Waste Division.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

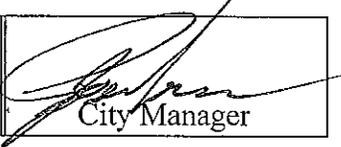
Funds Available: Account Name: NA
Account Number: NA

Finance

Staff Recommendation:

Approve

Attachments:

Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AMENDING SECTION (G), ENGINEERING/PUBLIC WORKS, OF THE FY2017-2018 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY TO REDUCE THE NUMBER OF LABORERS BY TWO AND INCREASE THE TRUCK DRIVER POSITIONS BY TWO

WHEREAS, the City of Paducah adopted the FY2017-2018 Position and Pay Schedule by Municipal Order No. 1983 on June 27, 2017; and

WHEREAS, it is necessary to amend the schedule to reduce the number of laborers by two and increase the truck driver positions by two in the Solid Waste Division of Engineering/Public Works; and

WHEREAS, in order to implement the changes it is necessary to amend the FY2017-2018 Position and Pay Schedule.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby approves to amend the FY2017-2018 Position and Pay Schedule for the employees of the City of Paducah as attached hereto.

SECTION 2. 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, January 9, 2018
Recorded by Tammara S. Sanderson, City Clerk, January 9, 2018
mo/Position and Pay Schedule-EPW-1-9-18

Section G.

AUTHORIZED POSITIONS

FY 17/18

ENGINEERING/PUBLIC WORKS DEPT. POSITIONS	BUDGET TOTAL	FILLED		VACANT	HOURLY WAGE	HOURS WORK	EXEMPT NONEXEMPT	PAY GRADE
		NON-CS	RCSS/CS		ADJ. RATE			
City Engineer & Public Works Director	1	1			58.89	40	E	Z
Assistant Public Works Director	1	1			36.75	40	E	T
Storm Water & Drainage Engineer	1	1			36.96	40	E	R
Engineer Project Manager	1	1			34.68	40	E	N
Engineering Assistant III						40	E	M
Engineering Assistant II								L
Engineering Technician	1	1		4	22.34	40	E	J
Executive Assistant I	1	1			18.56	40	NE	F
Administrative Assistant III	1	1			15.30	40	NE	D
Floodwall Division								
EPW Floodwall Superintendent	1	1			29.58	40	E	N
Floodwall Operator	4					40	NE	F
80%					15.59			
85%					16.56			
90%					17.53			
95%					18.51			
100%		1	3		19.49			
Street Division								
EPW Street Superintendent	1	1			33.58	40	E	N
EPW Street Supervisor	2	4		2		40	E	L
		4				40	E	L
Equipment Operator	3			2			NE	E
80%					15.46			
85%					16.42			
90%					17.39			
95%					18.35			
100%		2	1		19.33			
Concrete Finisher	2			4			NE	E
80%					15.46			
85%					16.42			
90%					17.39			
95%					18.35			
100%		2			19.33			
Right-Of-Way Maintenance Person	13			3			NE	C
80%					14.62			
85%					15.53			
90%		2	1		16.44			
95%		4	2		17.36			
100%		6	2		18.27			
Maintenance Division								
EPW Fleet / Maintenance Superintendent	1	1			36.06	40	E	O
EPW Maintenance Supervisor	1	1			23.53		E	L
Laborer	5			1			NE	C
80%					13.61			
85%					14.46			
90%					15.31			
95%					16.16			
100%		3	1		17.00			

Traffic Technician	1					NE	E
80%					15.59		
85%					16.56		
90%					17.53		
95%					18.51		
100%			1		19.48		
Journeyman Electrician	1	1			20.81	NE	I
Maintenance Technician	4			1		NE	E
80%					15.59		
85%					16.56		
90%					17.53		
95%					18.51		
100%		1	2		19.48		
Fleet Maintenance Division							
EPW Fleet Supervisor	1	1			23.12	E	L
Administrative Assistant III	1	1			17.34	40	NE D
Fleet Mechanic I							NE G
Fleet Mechanic II	4				16.75		NE I
		1			18.73		
		1			20.82		
		1			21.74		
		1			22.14		
Solid Waste Division							
EPW Solid Waste Supervisor	2	1			23.13	E	L
		1			22.63		
EPW Compost Operations Supervisor	1	1			<u>22.50</u>	E	L
Administrative Assistant III	1	1			17.87	40	NE D
Laborer	6 4			2 1			NE C
80%					13.61		
85%					14.46		
90%					15.31		
95%					16.16		
100%		3 2	1		17.00		
Truck Driver	44 <u>13</u>			2		NE	C
80%					14.51		
85%					15.41		
90%		<u>1</u>			16.32		
95%		<u>1</u>			17.23		
100%		7	2		18.13		
Right-Of-Way Maintenance Person	2			1		NE	C
80%					14.62		
85%					15.53		
90%					16.44		
95%					17.36		
100%		1			18.27		
Compost Equipment Operator	2			1		NE	F
80%					15.81		
85%					16.80		
90%					17.79		
95%					18.78		
100%		1			19.76		

Total Budgeted/Filled for Department	77	54	11	12
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Note: positions are eliminated through attrition they will be filled as a Non-Civil Service positions.

Note: RCSS - Individuals Retain Civil Service Status

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

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

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

**Agenda Action Form
Paducah City Commission**

Meeting Date: 9 January 2018

Short Title: City Hall Renovation Phase I – Historic Preservation Tax Credit Application

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Melinda Winchester

Presentation By: Tammara Tracy

Background Information:

The Planning Department is proposing to submit a preliminary application to the Kentucky Heritage Council for a 2018 tax credit allocation as part of the funding package for the City Hall Renovation Phase I project.

Kentucky historic preservation tax credits are available for buildings listed in the National Register of Historic Places or located within a historic district listed in the National Register and certified by the Kentucky Heritage Council as contributing to the historic significance of the National Register district.

The City Hall Renovation Phase I project is eligible for up to \$400,000 in Kentucky (state) Historic Preservation tax credits. Preliminary applications must be submitted to the Heritage Council no later than April 29, 2018 with allocation notifications in July 2018.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available:

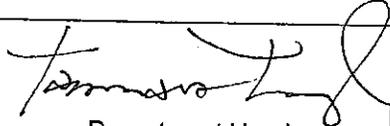
Account Name:

Account Number:

Finance

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

Attachments: N/A

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE PLANNING DEPARTMENT
TO APPLY TO THE KENTUCKY HERITAGE COUNCIL FOR A 2018 TAX CREDIT
ALLOCATION FOR THE CITY HALL RENOVATION PHASE I PROJECT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application and all documents necessary to the Kentucky Heritage Council for a 2018 tax credit allocation for City Hall Renovation Phase I project.

SECTION 2. 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, January 9, 2018

Recorded by Tammara S. Sanderson, City Clerk, January 9, 2018

\\mo\grants\Kentucky Heritage Council-tax credit allocation-City Hall Phase I

Agenda Action Form Paducah City Commission

Meeting Date: January 9, 2018

Short Title: Purchase of One (1) ½ Ton 4x4 SSV Pick-Up for use by the Fire Department-Fire Prevention Division

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.

Dena Alexander, EPW Admin Asst. III

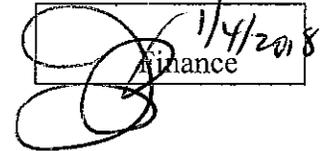
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On December 14, 2017, sealed written bids were opened for the purchase of One (1) ½ Ton 4x4 SSV Pick-Up for use by the Fire Department-Fire Prevention Division. Two bids total were received. They were Paducah Ford \$38,334.00 and Linwood Motors \$35,057.00. Linwood Motors being the lowest evaluated bidder. The delivery time will be 56 days after contract execution.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Rolling Stock/Vehicles
Fleet Lease Trust Fund



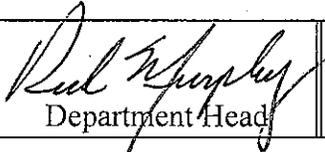
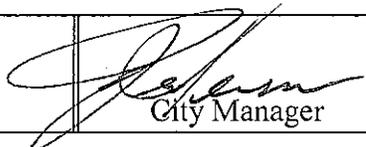
Account Number: 71000210-540050

Staff Recommendation:

To receive and file the bid and adopt a Municipal Order authorizing the Mayor to execute a contract with Linwood Motors for the purchase of One (1) ½ Ton 4x4 SSV Pick-Up for use by the Fire Department-Fire Prevention Division in the total amount of \$35,057.00.

Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF ONE HALF-TON 4X4 SSV PICKUP TRUCK FOR USE BY THE FIRE DEPARTMENT-FIRE PREVENTION DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. The City of Paducah accepts the bid of Linwood Motors, in the amount of \$35,057.00, for sale to the City of one half-ton 4x4 SSV pickup truck, for use by the Fire Department-Fire Prevention Division, said bid being in substantial compliance with bid specifications, and as contained in the bid of Linwood Motors, of December 14, 2017.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors, for the purchase of one half-ton SSV pickup truck, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to Rolling Stock/Vehicles Fleet Lease Trust Fund account, account number 71000210-540050.

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, January 9, 2018
Recorded by Tammara S. Sanderson, City Clerk, January 9, 2018
\\mo\pworks-SSV truck-pickup-Fire Dept

CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

One (1) 1/2 Ton 4x4 SSV Pick-Up Truck for use by the Fire Department
LOWEST EVALUATED BID

BID OPENING: 2:00 p.m. CST on Thursday December 14, 2017

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Linwood Motors Philip Morris 3345 Park Ave Paducah, KY 42001	Paducah Ford Allyn Moore 3476 Park Ave Paducah KY 42001
One (1) 1/2 Ton 4x4 SSV Pick-Up Truck for use by the Fire Department	\$35,057.00	\$38,334.00

Delivery Time	56 days	79 days
Manufacturer:	Dodge Ram	Ford F-150

DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:

1. Bidder's Required Certification	Yes	Yes
2. Manufacturer Specifications	Yes	Yes
3. Warranty Information	Yes	Yes
4. Compliance with Tech Specs form	Yes	Yes
5. Deviations with Information	None	None
Kentucky State Bidder	Yes	Yes

Responsive & Responsible Bidder:	Yes	Yes
Evaluation Score:	1000.00	946.70
BID RECOMMENDED FOR ACCEPTANCE	Yes	No

CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT to PURCHASE ONE (1) ½ TON PICKUP 4x4 SSV
for use by the FIRE DEPARTMENT-
FIRE TRAINING DIVISION

THIS AGREEMENT, made this _____ day of _____, 2018 by and between the CITY OF PADUCAH, hereinafter called the OWNER, and LINWOOD MOTORS hereinafter called the VENDOR, for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **One (1) ½ Ton Pickup 4x4 SSV** to be used by the **Fire Department-Fire Training Division**, in full compliance with the Bid Proposal dated December 14, 2017 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **Fifty-Six (56)** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Thirty-Five Thousand Fifty-Seven Dollars and Zero Cents (\$35,057.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on January 9, 2018 by Municipal Order No. _____.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Brandi Harless, Mayor

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

Agenda Action Form Paducah City Commission

Meeting Date: January 9, 2018

Short Title: Purchase of One (1) Red 4-Door Sedan Vehicle with Factory Police Packages for use by the Fire Department-Fire Prevention Division

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Randy Crouch, EPW Maintenance Supt.
Dena Alexander, EPW Admin Asst. III

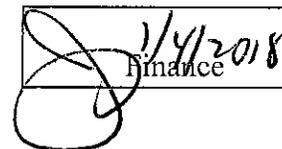
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

On December 14, 2017, sealed written bids were opened for the purchase of One (1) Red 4-Door Sedan Vehicle with Factory Police Packages for use by the Fire Department-Fire Prevention Division. Two bids total were received. They were Paducah Ford \$26,569.00 and Linwood Motors \$24,680.00. Linwood Motors being the lowest evaluated bidder. The delivery time will be 56 days after contract execution.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Rolling Stock/Vehicles
Fleet Lease Trust Fund


Finance

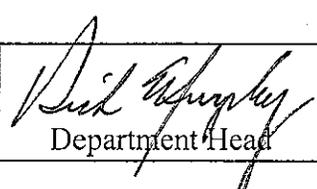
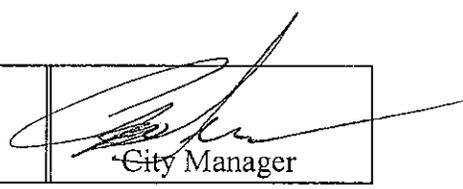
Account Number: 71000210-540050

Staff Recommendation:

To receive and file the bid and adopt a Municipal Order authorizing the Mayor to execute a contract with Linwood Motors for the purchase One (1) Red 4-Door Sedan Vehicle with Factory Police Packages for use by the Fire Department-Fire Prevention Division in the total amount of \$24,680.00.

Attachments:

Bids, Bid Tab, Advertisement, Proposed Contract

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF ONE (1) RED 4-DOOR SEDAN VEHICLE FOR USE BY THE FIRE DEPARTMENT-FIRE PREVENTION DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. The City of Paducah accepts the bid of Linwood Motors, in the amount of \$24,680.00, for sale to the City of one (1) red 4-door sedan vehicle with factory police packages, for use by the Fire Department-Fire Prevention Division, said bid being in substantial compliance with bid specifications, and as contained in the bid of Linwood Motors, of December 14, 2017.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors, for the purchase of one (1) red 4-door sedan vehicle, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to Rolling Stock/Vehicles Fleet Lease Trust Fund account, account number 71000210-540050.

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, January 9, 2018
Recorded by Tammara S. Sanderson, City Clerk, January 9, 2018
\\no\pworks-4-door sedan-Fire Dept

CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

One (1) Red 4 Door Sedan Vehicle w/Factory Police Package for use by the Fire Department

LOWEST EVALUATED BID

BID OPENING: 2:00 p.m. CST on Thursday December 14, 2017

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Linwood Motors Philip Morris 3345 Park Ave Paducah, KY 42001	Paducah Ford Allyn Moore 3476 Park Ave Paducah KY 42001
One (1) Red 4 Door Sedan Vehicle w/Factory Police Package for use by the Fire Department	\$24,680.00	\$26,569.00

Delivery Time	56 days	79 days
Manufacturer:	Dodge Charger	Ford Taurus

DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:

1. Bidder's Required Certification	Yes	Yes
2. Manufacturer Specifications	Yes	Yes
3. Warranty Information	Yes	Yes
4. Compliance with Tech Specs form	Yes	Yes
5. Deviations with Information	None	None
Kentucky State Bidder	Yes	Yes

Responsive & Responsible Bidder:	Yes	Yes
Evaluation Score:	1000.00	956.60
BID RECOMMENDED FOR ACCEPTANCE	Yes	No

CITY OF PADUCAH, KENTUCKY
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT to PURCHASE ONE (1) RED 4 DOOR SEDAN VEHICLE
w/FACTORY POLICE PACKAGE
for use by the FIRE DEPARTMENT-
FIRE PREVENTION DIVISION

THIS AGREEMENT, made this _____ day of _____, 2018 by and between the CITY OF PADUCAH, hereinafter called the OWNER, and LINWOOD MOTORS hereinafter called the VENDOR, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **One (1) Red 4 Door Sedan Vehicle w/Factory Police Package** to be used by the **Fire Department-Fire Prevention Department** in full compliance with the Bid Proposal dated December 7, 2017 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicles within **Fifty-Six (56)** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Twenty-Four Thousand Six Hundred Eighty Dollars and Zero Cents (\$24,680.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on January 9, 2018 by Municipal Order No. _____.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
Brandi Harless, Mayor

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

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY,
 APPROVING AN ADDENDUM TO THE SEVERANCE AND RELEASE
 AGREEMENT WITH CITY MANAGER AND AUTHORIZING THE EXECUTION
 OF THE ADDENDUM

WHEREAS, on November 7, 2017, Jeffery A. Pederson tendered his resignation
 as City Manager; and

WHEREAS, the City and Jeffery A. Pederson subsequently entered into a
 Severance and Release Agreement; and

WHEREAS, the City and Jeffery A. Pederson now wish to enter into an
 Addendum to the Severance and Release Agreement;

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

Section 1. Recitals and Authorization. The City hereby approves the Addendum
 to Severance and Release Agreement (“Addendum”) among the City and the Jeffery A. Pederson
 in the form attached hereto as Exhibit A and made part hereof. It is further determined that it is
 necessary and desirable and in the best interest of the City to enter into the Addendum for the
 purposes therein specified, and the execution and delivery of the Addendum is hereby authorized
 and approved.

The Mayor of the City is hereby authorized to execute the Addendum. It is
 further ordered that the City Finance Officer and Human Resources Officer shall take such
 administrative steps deemed necessary to implement Exhibit A.

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

Adopted by the Board of Commissioners, January 9, 2018

Recorded by City Clerk, January 9, 2018

\\mo\agree-severance & release amendment – city mgr Jan 2018

EXHIBIT A

ADDENDUM TO SEVERANCE AND RELEASE AGREEMENT

See attachment.

ADDENDUM TO SEVERANCE AND RELEASE AGREEMENT

THIS ADDENDUM to Severance and Release Agreement (“Addendum”) is entered into as of this ____ day of January, 2018 by and between the CITY OF PADUCAH, state of Kentucky, a municipal corporation (hereinafter referred to as “Employer”) and JEFFERY A. PEDERSON of Paducah, Kentucky (hereinafter referred to as “Employee”).

WITNESSETH:

WHEREAS, the parties entered into that certain Severance and Release Agreement (“Agreement”), dated November ____, 2017; and

WHEREAS, the parties now desire to amend that agreement in accordance with the provisions of this Addendum;

NOW, THEREFORE, in consideration of the foregoing premises, and for other valuable consideration, the parties do covenant and agree as follow:

1. Addendum. The Agreement shall be altered to provide for a Separation Date of midnight on May 15, 2018. All references to the Separation Date within the Agreement and this Addendum shall mean May 15, 2018. Further, from the date of this Addendum to the Separation Date, Employee shall serve at the discretion of the Commission and the Commission reserves the sole right to accelerate the Separation Date.
2. Reaffirmation of the Other Terms and Provisions of the Agreement. Except for this Addendum, all other terms and provisions under the Agreement shall remain in full force and effect. This shall include all severance pay and benefits, as described in Section 2 of the Agreement, which shall be calculated as of the new Separation Date of May 15, 2018. Accordingly, the parties do hereby ratify and reaffirm all of the terms and provisions therein.
3. ADEA Waiver. Employee/“You” acknowledge that you are knowingly and voluntarily waiving and releasing any rights you may have under the ADEA (“ADEA Waiver”). You also acknowledge that the consideration given for the ADEA Waiver is in addition to anything of value to which you were already entitled. You further acknowledge that you have been advised by this writing, as required by the ADEA, that: (a) your ADEA Waiver does not apply to any rights or claims that arise after the date you sign this Agreement; (b) you should consult with any attorney prior to signing this Agreement; (c) you have twenty-one (21) days to consider this Agreement (although you may choose to voluntarily sign it sooner); (d) you have seven (7) days following the date you sign this Agreement to revoke the ADEA Waiver, with such revocation to be effective only if you deliver written notice of revocation to the Employer within the seven (7) day prior; and the ADEA Waiver will not be effective until the date upon which the revocation period has expired unexercised, which will be the eighth day after you sign this Agreement.

Nevertheless, your general release of claims, except for the ADEA Waiver, is effective immediately, and not revocable.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum by the signatures signed below.

EMPLOYER:

EMPLOYEE:

By: _____

By: _____

JEFFERY A. PEDERSON

Title: _____

Date: _____

Date: _____

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument was acknowledged before me this ____ day of January, 2018, by Jeffery A. Pederson, Employee.

My commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN)

The foregoing instrument was acknowledged before me this ____ day of January, 2018, by _____, _____ (title) of the City of Paducah, Employer.

My commission expires _____.

Notary Public, State at Large

Employee Initials

Agenda Action Form Paducah City Commission

Meeting Date: December 19, 2017

Short Title: AFSCME Contract

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson, Martin Russell, Rick Murphy, Mark
Thompson, Jon Perkins, Heather Rushing
Presentation By: Martin Russell

Background Information: The current contract with AFSCME AFL-CIO Local 1586 expires June 30, 2018. Negotiations on the new contract began on December 8, 2017 and concluded on December 15, 2017. The City has been advised that the membership has voted to approve the attached contract.

The Contract includes the following major terms and changes from the old AFSCME contract:

- Administrative Changes:
 - Changed Reference to all dates to reflect 3 year contract
- Section 1-B Membership and Dues Deduction:
 - City proposal to add language to the contract indicating that the Union and the City conform to prevailing State of Kentucky Law with respect to the exercise of Right to Work practices for Membership Dues Deduction.
- Section 11. Safety Shoes & Clothing:
 - Increases annual boot allowance from \$275 to \$300.
- Wage proposal of 1.5%, 1.75%, and 2.0% over the next three years respectively
 - 5.25% cumulative increase
 - \$425,000 total wage & fringe benefit increase impact over the three year period.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation: Approve an ordinance authorizing the Mayor to execute the AFSCME contract.

Attachments: AFSCME Contract.

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

Meeting Date: December 19, 2017

Short Title: Paducah Human Rights Commission – Ordinance Repeal and Replace

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jeff Pederson
Presentation By: Jeff Pederson

Background Information:

The Paducah Human Rights Commission was created by Municipal Ordinance in 1968 for the purpose of safeguarding individuals through the establishment of certain classes of discrimination in the community from which residents can bring forward and file discrimination complaints for investigation and determination by the Commission. The HRC maintains an office in City Hall with staffing that included part time Secretary as well as an Executive Director position that has alternated over the years between full time, part time, and unfilled. The Board is currently comprised of nine members, and it meets monthly to review and make determinations upon complaints of discrimination. Activities associated with receiving and investigation of complaints have been conducted at both the Board and staff level, and the Board is also empowered to require cessation of violations as well as issue remedial orders. The Paducah HRC has also conducted advocacy programs focused around residents' rights in the several defined areas of discrimination.

Over the past several months, the operation of the Human Rights Commission has come under review for its ability to effectively and correctly manage these responsibilities. Additionally, consideration has been given to whether the present Ordinance covers all forms of discrimination that the community values. This has resulted in the need to repeal the existing Ordinance if favor of a new Ordinance that reflects desired additions to discriminatory categories as well as changes to administrative functions and procedures.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:

Account Number:

Finance

Staff Recommendation:

The attached Ordinance repeals the existing Ordinance and replaces it with an Ordinance that contains the following substantive changes:

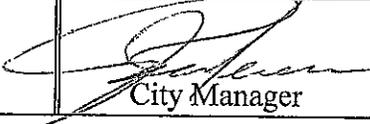
1. The addition of Age and Gender Identity and Sexual Orientation to the list of unlawful discriminatory practices that are safeguarded by the Ordinance.
2. A Human Rights Commission comprised of five members (reduction from nine members).
3. Complaints made to Commission regarding race, color, religion, sex, age, familial status, handicap, or national origin must be filed with the Kentucky Commission on Human Rights where all functions and duties associated with the disposition of the complaint will be conducted.

4. Complaints associated with a grievance or unlawful practice relating to gender identity or sexual orientation will be filed with the Paducah Human Rights Commission, following which notification will be made to the City Manager's Office and the investigation will be conducted by the HRC with assistance from corporation counsel as necessary.
5. The HRC is obligated to conduct programs to educate the public and to promote equality for all through community partnerships.
6. There is no provision for the position of Executive Director.

Recommend to the City Commission to repeal the existing Ordinance and pass the proposed new Ordinance.

Attachments:

Ordinance

Department Head	City Clerk	 City Manager
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CITY OF PADUCAH
ORDINANCE NO. 2017 – 12 – _____

AN ORDINANCE REPEALING CHAPTER 58 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY AND REPLACING IT IN ITS ENTIRETY

WHEREAS, this Ordinance will repeal and supersede Chapter 58 of the *Code of Ordinances of the City of Paducah, Kentucky*, which governs Human Relations; and

WHEREAS, this Ordinance will replace this chapter with a new Chapter 58, which will read as described below;

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

SECTION A. Chapter 58 of the Code of Ordinances shall read as follows:

ARTICLE I. IN GENERAL

Section 58-1. –Purpose and general policy.

It is the purpose and policy of the city to safeguard all individuals within the city from discrimination because of race, color, religion, age, familial status, handicap, sex-~~or~~, national origin, gender identity, or sexual orientation in connection with employment, places of public accommodation, and housing, thereby to protect their interest in personal dignity and freedom from humiliation, to make available to the city their full productive capacities, to secure the city against strife and unrest which would menace its democratic institutions, and to further the interests, rights, and privileges of all individuals within the city.

Section 58-2. –Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

_____ Age. Age forty (40) years and over.

_____ Commission. The city Human Rights Commission.

_____ Commissioner. A member of the Commission.

_____ Discrimination. Any direct or indirect act or practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial or any other act or practice of differentiation or preference in the treatment of a person or persons because of race, color, religion, familial status, handicap, sex-~~or~~, national origin, gender identity, or sexual orientation, or the aiding, abetting, inciting, coercing or compelling thereof.

Employee. An individual employed by an employer, but does not include an individual employed by his parents, spouse or child, or an individual employed to render services as a domestic in the home of the employer.

Employer. A person who has eight or more employees within the state in each of 20 or more calendar weeks in the current or preceding calendar year and an agent of such a person.

Employment agency. A person regularly undertaking with or without compensation to procure employees for an employer or to procure for employees opportunities to work for an employer, and includes an agent of such person.

Financial institution. A bank, banking organization, mortgage company, insurance company, or other lender to whom application is made for financial assistance for the purchase, lease, acquisition, construction, rehabilitation, repair, maintenance, or improvement of real property, or an individual employed or acting on behalf of any of these.

Gender identity. Manifesting a gender identity not traditionally associated with one's biological or psychological maleness or femaleness.

Housing accommodation. Includes improved and unimproved property and means a building, structure, lot or part thereof which is used or occupied, or is intended, arranged or designed to be used or occupied, as the home or residence of one or more individuals.

Labor organization. A labor organization and an agent of such an organization, including an organization of any kind, an agency or an employee representation committee, group, association, or plan so engaged in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours, or other terms or conditions of employment, and a conference, general committee, joint or system board, or joint council so engaged which is subordinate to a national or international labor organization.

Person. Includes one or more individuals, labor unions, joint apprenticeship committees, partnerships, associations, corporations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, or other legal or commercial entity.

Place of public accommodation, resort or amusement. Includes any place, store or other establishment, either licensed or unlicensed, which supplies goods or services to the general public or which solicits or accepts the patronage or trade of the general public or which is supported directly or indirectly by government funds, except that:

- (1)- A private club is not a place of public accommodation, resort or amusement if its policies are determined by its members and its facilities or services are available only to its members and their bona fide guests; and
- (2)- "Place of public accommodation, resort or amusement" does not include beauty shops or barber shops as defined in KRS 317.410 nor a rooming or boarding house containing not more than five rooms for rent or hire and which is within a building occupied by the

proprietor as his residence, nor establishments catering exclusively to men or women only which do not otherwise violate a state or federal law prohibiting such discrimination.

Real estate broker or real estate sales-person. An individual, whether licensed or not, who, on behalf of others, for a fee, commission, salary, or other valuable consideration, or who with the intention or expectation of receiving or collecting the same, lists, sells, purchases, exchanges, rents or leases real estate, or the improvements thereon, including options, or who negotiates or attempts to negotiate on behalf of others a loan secured by mortgage or other encumbrance, upon a transfer of real estate, or who is engaged in the business of charging an advance fee or contracting for collection of a fee in connection with a contract whereby he undertakes to promote the sale, purchase, exchange, rental or lease of real estate through its listing in a publication issued primarily for such purpose; or an individual employed by or acting on behalf of any of these.

Real estate operator. Any individual or combination of individuals, labor unions, joint apprenticeship committees, partnerships, associations, corporations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees in bankruptcy, receivers or other legal or commercial entity, the county or any of its agencies, that is engaged in the business of selling, purchasing, exchanging, renting or leasing real estate, or the improvements thereon, including options, or that derives income, in whole or in part, from the sale, purchase, exchange, rental or lease of real estate; or an individual employed by or acting on behalf of any of these.

Real property. Includes buildings, structures, real estate, lands, tenements, leaseholds, cooperatives, condominiums, and hereditaments, corporeal and incorporeal, or any interest in the above.

Sexual orientation. An individual's actual or imputed heterosexuality, homosexuality or bisexuality.

Section 58-3. –Penalty.

Whoever violates any provision of this chapter shall, in addition to any and all other remedies set forth herein, be subject to the maximum fine and/or imprisonment amounts permitted to be imposed by this city under all applicable state and/or federal law.

~~Sections 58-4—58-30.—Reserved.~~ are hereby reserved.

ARTICLE II. –HUMAN RIGHTS COMMISSION^{HH}

Section 58-31. –Established.

- (a) As used in this article, the word "Commission" shall mean the Human Rights Commission established by this article.
- (b) There is hereby established a city Human Rights Commission.

Section 58-32. –Composition; appointment, term and compensation of members.

_____ (a)——_The Commission shall be composed of ~~nine~~ five members. The members shall be appointed by the Mayor, subject to the approval of the Board of Commissioners, who shall select persons who are as nearly as possible representative of the several social, economic, religious, cultural, ethnic and racial groups which comprise the population of the Greater Paducah Area. In addition, each member shall be a resident of the Greater Paducah Area.

_____ (b)——_No elected or appointed official of the city or of the county may be a member of the Commission.

~~(c)——_Effective immediately, three of the members of the Commission appointed to office in 1979 shall serve for a term of one year, three of the members of the Commission appointed to office in 1979 shall serve for terms of two years, and three of the members of the Commission appointed to office in 1979 shall serve for terms of three years. Upon expiration of the aforesaid appointments, each~~ (c) Upon the effective date of this Ordinance, all persons who are currently serving as members of the Commission shall be deemed to be reappointed to complete their present term of service. Each member appointed thereafter shall serve for a term of three years. Upon a vacancy occurring, the Mayor, subject to the approval of the Board of Commissioners, shall appoint a member to complete the unexpired term.

_____ (d)——_Members of the Commission shall serve without compensation, but, subject to the approval of the Commission and within the limits imposed by the budget, they shall be allowed their necessary expenses attendant upon their duties.

Section 58-33. –Officers.

_____ (a)——_The Mayor shall designate one of the members of the Human Rights Commission as Chairperson, who shall serve as Chairperson at the pleasure of the Mayor.

_____ (b)——_The Commission shall elect a Secretary, a Treasurer, and such other officers, except the Chairperson designated by the Mayor, as it shall deem necessary.

Section 58-34. –Committees.

_____The Chairperson of the Human Rights Commission shall appoint such committees as the rules of the Commission shall provide and such other special committees from time to time as the Commission may deem necessary in order to carry out the purposes of this article.

Section 58-35. - Office space and other facilities.

_____The Mayor is authorized to allocate adequate office space and to provide the necessary facilities in the City Hall for the Human Rights Commission, if such office space and facilities are available.

Section 58-36. –Meetings; quorum.

- (a) The Human Rights Commission shall meet as often as it deems necessary, but it shall meet not less than once each month.
- (b) The Commission shall have the power to adopt rules to govern its proceedings. The meetings of the commission shall be opened or closed to the public as ~~it may deem best in its discretion~~ as permitted by the Kentucky open meetings laws.
- (c) A quorum of the Commission shall consist of a majority of the members appointed to the Commission.

Section 58-37. –Powers and duties.

- (a) *General duties.* The Human Rights Commission shall endeavor to promote and secure mutual understanding and respect among all economic, social, ethnic, religious, and racial groups in the city, including those representing gender identity and sexual orientation, and shall act as conciliator in controversies involving intergroup and interracial relations. The Commission shall cooperate with federal and state agencies and other city agencies in an effort to develop harmonious intergroup and interracial relations and shall endeavor to enlist the support of civic, religious, labor, industrial, and commercial groups and civic leaders dedicated to the improvement of intergroup and interracial relations and the elimination of discriminatory practices.
- (b) *Outreach Duties.* The Commission shall regularly conduct, in conjunction with other entities, programs to educate the public about their services and to promote equality for all through community partnerships.
- (c) *Receipt of complaints; investigations; hearings* Complaints; conduct of studies; additional powers.

- (1) The Commission shall receive complaints, regarding race, color, religion, national origin, sex, familial status, age, or disability, and shall facilitate the filing of such complaints with the Kentucky Commission on Human Rights or such other applicable state or federal agency, which agency shall be delegated all duties and powers with respect to investigating, conciliating, hearing, determining, ordering, or otherwise acting as to any matter regarding those type of claims.

The Commission shall receive complaints regarding gender identity and sexual orientation, and shall conduct investigations, hold hearings, make studies and have such studies made as will enable issue remedial orders, after notice and hearing, requiring cessation of the discriminatory activity. In conducting these duties, the Commission to carry out the purposes of this article.

- (1)(2) (2) ~~—~~ The Commission shall have the power to compel the attendance of witnesses and production of evidence before it by subpoena issued by the Circuit Court of McCracken County.

~~e. Issue remedial orders, after notice and hearing, requiring cessation of violation.~~

- (2)(3) d. —The Commission shall conduct studies or have such studies conducted as will enable the Commission to carry out the purposes of this article.

(4) After consultation with the City Manager's office, it may utilize the offices of corporation counsel and other agents as are necessary to carry out the duties and powers of the Commission.

_____ (d) *Recommendations to Mayor and Board of Commissioners.* The Commission shall recommend to the Mayor and to the Board of Commissioners any legislation necessary to accomplish the purposes of this article.

_____ (e) *Acceptance of grants and donations.* The Commission, on behalf of the city, may accept grants and donations from foundations and others for the purpose of carrying out its functions.

Section 58-38. - Budget; expenditures.

_____ (a) — The Human Rights Commission shall prepare annually a budget for the ensuing fiscal year, and shall submit the budget to the Mayor and the Board of Commissioners for their approval. The Commission shall prepare and submit the budget no later than March 15 of each year.

_____ (b) — All budgetary expenditures shall be authorized by the Commission. The Treasurer shall approve operational expenditures, and he shall make a semiannual financial report to the Commission. Copies of such semiannual financial report shall be sent to the Mayor and the Board of Commissioners.

Section 58-39. –Assistance by other departments; requests for information.

~~(a) — The services of all departments of the city shall be made available to the Human Rights Commission upon its request for services.~~

_____ (b) — Information in the possession of any department, board, or agency of the city ~~shall~~ may be furnished to the Commission upon its request, and to the extent permitted by law. Upon the refusal of the director or head of any department, board, or agency of the city to furnish any information which has been requested by the Commission, the matter shall be referred to the Mayor, who shall determine whether such information shall be furnished to the Commission, and the decision of the Mayor shall be final.

Section 58-40. –Annual report.

_____ The Human Rights Commission shall submit an annual report on March 1 of each year to the Mayor and to the Board of Commissioners.

Section 58-41. –Enforcement of orders.

_____ (a) The proceeding for enforcement of a Human Rights Commission order ~~is~~ regarding discrimination based on gender identity or sexual orientation shall be initiated by filing a complaint in the Circuit Court. Copies of the complaint shall be served upon all parties of record within 30 days after the filing of the complaint by the Commission, or within such further time as the court may allow, and the Commission shall transmit to the Court the original or a certified copy of the entire record upon which the order is based, including the transcript of testimony or as otherwise may be stipulated by all parties to the proceeding and as established by KRS 344.340 and the rules of civil procedure.

~~Secs. (b) The proceeding for enforcement of orders regarding race, color, religion, national origin, sex, familial status, age, or disability shall be as established by the applicable agency to which the complaint is delegated.~~

~~Sections 58-42—58-60.—Reserved.—~~ are hereby reserved.

ARTICLE III. —EQUAL EMPLOYMENT OPPORTUNITIES

Section 58-61. —Unlawful employment practices.

_____ (a) — It is an unlawful practice for an employer:

- (1) To fail or refuse to hire, or to discharge, any individual, or otherwise discriminate against an individual with respect to his or her compensation, terms, conditions, or privileges of employment, because of such ~~individual's~~individual's race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identity, or sexual orientation; or
- (2) To limit, segregate, or classify ~~his~~an employee in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of such ~~individual's~~individual's race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identity, or sexual orientation.

_____ (b) — It is an unlawful practice for an employment agency to fail or refuse to refer for employment, or otherwise to discriminate against, an individual because of race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identify, or sexual orientation, or to classify or refer for employment an individual on the basis of race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identity, or sexual orientation.

_____ (c) — It is an unlawful practice for a labor organization:

- (1) To exclude or to expel from its membership, or otherwise to discriminate against, a member or applicant for membership because of his or her race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identity, or sexual orientation.
- (2) To limit, segregate, or classify its membership, or to classify or fail or refuse to refer for employment an individual, in any way which would deprive or tend to deprive an individual of employment opportunities, or otherwise adversely affect his or her status as an employee or as an applicant for employment, because of the individual's race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identity, or sexual orientation.
- (3) To cause or attempt to cause an employer to discriminate against an individual in violation of this section.

_____ (d) — It is an unlawful practice for an employer, labor organization, or joint labor-management committee controlling apprenticeship or other training or retraining, including on-the-job training programs, to discriminate against an individual because of race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identity, or sexual orientation in admission to, or employment in, any program established to provide apprenticeship or other training.

_____ (e) — It is an unlawful practice for an employer, labor organization, or employment agency to print or publish or cause to be printed or published a notice or advertisement relating

to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination based on race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identity, or sexual orientation except that such a notice or advertisement may indicate a preference, limitation, or specification based on religion, sex, age, or national origin when religion, sex, age, or national origin is a bona fide occupational qualification for employment.

(f) Nothing herein shall be construed to prevent an employer from:

- (1) Enforcing a written employee dress policy; or
- (2) Designating appropriate restroom and shower facilities.

Section 58-62. –Exceptions.

Notwithstanding any other provision of this chapter, it shall not be an unlawful practice for:

(1) — An employer to hire and employ employees, or an employment agency to classify or refer for employment an individual, for a labor organization to classify its membership or to classify or refer for employment an individual, or for an employer, labor organization, or joint labor-management committee controlling apprenticeship or other training or retaining programs to admit or employ an individual in any such program on the basis of religion, sex, age, or national origin when religion, sex, age, ~~or~~ national origin, gender identity, or sexual orientation is a bona fide occupational qualification reasonably necessary to the normal operation of that particular business or enterprise.

(2) — A religious corporation, association, or society to employ an individual on the basis of religion to perform work connected with the carrying on by the corporation, association, or society of its religious activity.

(3) — A school, college, university, or other educational institution is in whole or substantial part owned, supported, controlled or managed by a particular religious corporation, association, or society, or if the curriculum of the school, college, university, or other educational institution is directed toward the propagation of a particular religion, and the choice of employees is calculated by such organization to promote the religious principles for which it is established and maintained.

(4) — An employer to apply different standards of compensation, or different terms, conditions, or privileges of employment, pursuant to a bona fide seniority or merit system, or a system which measures earnings by quantity or quality of production, or to employees who work in different locations, provided that such differences are not the result of an intention to discriminate because of race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identity, or sexual orientation, nor is it an unlawful practice for an employer to give and to act upon the results of any professionally developed ability test provided that such test, its administration or action upon the results is not designed, intended or used to discriminate because of race, color, religion, familial status, handicap, sex, age, ~~or~~ national origin, gender identity, or sexual orientation.

(b) The provisions of Section 58-62 in regard to sexual orientation or gender identity shall not apply to a religious institution, or to an organization operated for charitable or educational purposes, which is operated, supervised, or controlled by a religious corporation, association, or society.

Carmonio

~~Sec. 58-63. — Preferential treatment not required.~~

~~Nothing contained in this article requires an employer, employment agency, labor organization, or joint labor management committee subject to this chapter to grant preferential treatment to an individual or to a group because of the race, color, religion, familial status, handicap, sex, age, or national origin of the individual or group on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, familial status, handicap, sex, age, or national origin employed by an employer, referred or classified for employment by an employment agency or labor organization, admitted to membership or classified by a labor organization, or admitted to, or employed in, an apprenticeship or other training program, in comparison with the total number or percentage of persons of such race, color, religion, familial status, handicap, sex, age, or national origin in the state or a community, section, or other area, or in the available work force in the state or a community, section or other area.~~

~~Secs. 58-64 — 58-80. — Reserved. — are hereby reserved.~~

ARTICLE IV. — PLACES OF PUBLIC ACCOMMODATION

Section 58-81. — Unlawful discriminatory practices.

~~_____ (a) — Except as otherwise provided in this chapter, it is an unlawful practice for a person to deny an individual the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation, resort, or amusement as defined in section 58-2, on the grounds of race, color, religion, familial status, handicap, sex, age, or national origin, gender identity, or sexual orientation.~~

~~_____ (b) — It is an unlawful practice for a person, directly or indirectly, to publish, circulate, issue, display, or mail, or cause to be published, circulated, issued, displayed, or mailed, a written, printed, oral, or visual communication, notice, or advertisement, which indicates that the goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation, resort, or amusement will be refused, withheld, or denied an individual on account of race, color, religion, familial status, handicap, sex, age, or national origin, gender identity, or sexual orientation or that the patronage of, or presence at, a place of public accommodation, resort, or amusement of an individual on account of race, color, religion, familial status, handicap, sex, age, or national origin, gender identity, or sexual orientation is objectionable, unwelcome, unacceptable, or undesirable.~~

~~_____ (c) This section shall not apply with regards to sex and gender identity to the following:~~

- ~~(1) Restrooms, shower rooms, bathhouses, and similar facilities which are, by their nature, distinctly private;~~
- ~~(2) YMCA, YWCA and similar dormitory-type lodging facilities;~~
- ~~(3) The exemptions contained in the definitions of place of public accommodation, resort, or amusement as set forth in section 58-2;~~
- ~~(4) Hospitals, nursing homes, schools, childcare facilities, jails, penal or similar facilities with respect to any requirement that men and women not be in the same room.~~

~~Sections 58-82 — 58-100. — Reserved. — are hereby reserved.~~

ARTICLE V. --FAIR HOUSING

Section 58-101. --Unlawful housing practices.

~~It is an unlawful practice for a real estate operator, or for a real estate broker, real estate salesperson, or an individual employed by or acting on behalf of any of these, to:~~

Except as otherwise provided herein, it shall be a prohibited unlawful practice:

~~(1) Refuse To refuse to sell, purchase, exchange, rent, or lease, or otherwise deny to or withhold real property~~any housing accommodation from an individual a person because of his or her race, sex, age, color, religion, familial status, handicap or, sex, age, national origin, gender identity, or sexual orientation;

~~(2) Discriminate To discriminate against an individual a person~~ because of that person's race, sex, age, color, religion, familial status, handicap or, sex, age, national origin in the, gender identity, or sexual orientation in terms, conditions, or privileges of the sale, purchase, exchange, rental, or lease of real property, any housing accommodation or in the furnishing of the facilities or services in connection therewith;

~~(3) Refuse To refuse to receive or transmit or negotiate a bona fide offer to sell, purchase, exchange, rent, or lease real property~~any housing accommodation from an individual or to a person because of his or her race, sex, age, color, religion, familial status, handicap or, sex, age, national origin, gender identity, or sexual orientation;

~~(4) Refuse To represent to negotiate a person that any housing accommodation is not available for the inspection, sale, purchase, exchange, rental, or lease of real property to an individual when in fact it is so available~~ because of that person's race, sex, age, color, religion, familial status, handicap or, sex, age, national origin;

~~(5) Represent to an individual that real property is not available for inspection, sale, rental, or lease when in fact it is so available, or to refuse to permit an individual to inspect real property because of race, sex, age, color, religion, familial status, handicap, gender identity, or national origin; sexual orientation.~~

Section 58-102. --Exceptions.

~~(a) Nothing in section 58-101 shall apply to:~~

~~(1) (1) The rental of a housing accommodation in a building which contains housing accommodations for not more than two families living independently of each other, if the owner or a member of his family resides in one of the housing accommodations;~~

~~(2) (2) The rental of one room or one rooming unit in a (portion of a) housing accommodation by an individual (the occupant of the housing accommodation or by the owner of the housing accommodation) if he or a member of his family resides therein; or~~

~~(3) (3) A religious institution, or an organization operated for charitable or educational purposes, which is operated, supervised or controlled by a religious corporation, association or society, to the extent that the religious corporation, association, or society limits or gives preference in the sale, lease, rental,~~

assignment, or sublease of real property to individuals of the same religion, or makes a selection of buyers, tenants, lessees, assignees, or sublessees, that is calculated by such religious corporation, association, or society to promote the religious principles for which it is established or maintained.

_____(b)____—Nothing in this chapter shall be construed to affect the legal rights of a private individual homeowner to dispose of his property through private sale without the aid of any real estate operator, broker or salesperson, and without advertising or public display.

_____(c)____—Nothing in this article shall require a real estate operator to negotiate with any individual who has not shown evidence of financial ability to consummate the purchase or rental of a housing accommodation.

~~_____~~ **Section 58-103. —Unlawful financial practices.**

~~It is an unlawful practice for a financial institution or an individual employed by or acting on behalf of a financial institution:~~

- ~~(1) To discriminate against an individual because of the race, color, religion, sex, age, familial status, handicap or national origin of the individual or the present or prospective owner, tenant or occupant of the real property, or of a member, stockholder, director, officer, employee, or representative of any of these, in the granting, withholding, extending, modifying or renewing the rates, terms, conditions, privileges or other provisions of financial assistance or in the extension of services in connection therewith; or~~
- ~~(2) To use a form of application for financial assistance or to make or keep a record or inquiry in connection with applications for financial assistance which indicates, directly or indirectly, a limitation, specification, or discrimination as to race, color, religion, sex, age, familial status, handicap or national origin or an intent to make such a limitation, specification, or discrimination as to race, color, religion, sex, age, familial status, handicap or national origin or an intent to make such a limitation, specification or discrimination.~~

~~Sec. 58-104. —Violations committed as agent for another.~~

It shall be no defense to a violation of this article by a real estate operator, real estate broker, real estate salesperson, financial institution, or other person subject to the provisions of this article that the violation was requested, sought or otherwise procured by a person not subject to the provisions of this article.

~~_____~~ **Sections 58-105—104 - 58-130.**—Reserved. are hereby reserved.

ARTICLE VI. —ADMINISTRATION AND ENFORCEMENT^[2].

Section 58-131. —Conspiracy to violate chapter.

It shall be an unlawful practice for a person, or for two or more persons, to conspire:

_____(1)____—To retaliate or discriminate in any manner against a person because he has opposed a practice declared unlawful by this chapter, or because he has made a charge, filed a complaint, testified, assisted or participated in any manner in any investigation, proceeding, or hearing under this chapter; or

~~_____ (2) — To aid, abet, incite, compel, or coerce a person to engage in any of the acts or practices declared unlawful by this chapter; or~~

~~_____ (3) — To obstruct or prevent a person from complying with the provisions of this chapter or any order issued thereunder; or~~

~~_____ (4) — To resist, prevent, impede, or interfere with the city Human Rights Commission, or any of its members or representatives, in the lawful performance of duty pursuant to the Code of Ordinances of the city.~~

Section 58-132. – Complaint procedure.

~~(a) The city Human Rights Commission shall have the power and duty to enforce the provisions of this chapter.~~

~~(b) An individual claiming to be aggrieved by an unlawful practice, or a member of the Commission,~~

(a) An individual claiming to be aggrieved by an unlawful practice relating to race, color, religion, sex, age, familial status, handicap or national origin may seek the Commission's assistance in contacting the Kentucky Commission on Human Rights, or such other applicable state or federal agency with which a complaint may be filed. The complaint must be filed within six months after the alleged unlawful practice occurred. Upon such filing, the Kentucky Commission on Human Rights, or other applicable state or federal agency will be delegated all functions, duties, and powers with respect to investigating, conciliating, hearing, determining, ordering, certifying, reporting, or otherwise acting as to any work, business, or matter regarding such claim.

(b) An individual claiming to be aggrieved by an unlawful practice relating to gender identity or sexual orientation may file with the Commission a written (sworn) complaint stating that an unlawful practice has been committed, setting forth the facts upon which the complaint is based, and setting forth the facts sufficient to enable the Commission to identify the person(s) charged (respondent(s)). The complaint must be filed within six months after the alleged unlawful practice occurred.

~~(1) (e) The~~Upon filing of the complaint, the Commission, or its designated committee, shall make a prompt and full investigation of each complaint.

~~(2) (d) If it is determined that there is no probable cause to believe that the respondent is engaged in an unlawful practice, the Commission shall issue an order dismissing the complaint.~~

~~(3) (e) If it is determined, after investigation, that there is probable cause to believe the respondent has engaged in an unlawful practice, the Commission shall endeavor to eliminate the alleged unlawful practice by conference, conciliation, and persuasion. The terms of the conciliation agreement reached with the respondent may require him to refrain from the~~Commission~~commission of unlawful discriminatory practices in the future and make such further provisions as may be agreed upon between the Commission and the respondent. Except for the terms of the conciliation agreement, neither the Commission nor any officer or employee thereof shall make public, without the written consent of the complainant and the respondent, information concerning efforts in a particular case to eliminate an unlawful practice by conference, conciliation, or persuasion, whether or not there is a determination of probable cause or a conciliation agreement.~~

- (4) ~~(f)~~—In any case of failure to eliminate the alleged unlawful practice by means of conference, conciliation, and persuasion, the Commission shall hold a public hearing to determine whether or not an unlawful practice has been committed. The Commission shall serve upon the respondent a statement of the charges made in the complaint and a notice of the time and place of the hearing. The hearing shall be held not less than ten days after the service of the statement of charges. The respondent shall have the right to file an answer, to appear at the hearing in person or be represented by an attorney, and to examine and cross-examine witnesses. A determination of probable cause shall in no way create a presumption of a violation.
- (5) ~~(g)~~—If three-fourths of the Commissioners attending a duly constituted hearing determine that the respondent has engaged in an unlawful practice, the Commission shall state its findings of fact and conclusions of law and shall issue an order requiring the respondent to cease and desist from the unlawful practice. If the Commission fails to determine that the respondent has engaged in an unlawful practice, the Commission shall so state and shall issue an order dismissing the complaint.
- (6) ~~(h)~~—In connection with an investigation of a complaint filed under this sections subsection, the Commission or its designated representatives at any reasonable time may request access to the premises, records, and documents relevant to the complaint and the right to examine, photograph, and copy evidence, but all such evidence not otherwise presented at a public hearing shall be of a confidential nature.
- (7) ~~(i)~~—Where a real estate broker or a real estate salesperson has failed to comply with any order issued by the Commission or has been found to have committed an unfair housing practice in violation of this chapter, the Commission shall notify in writing the president of the local real estate board of the failure to comply or of the violation.

Ses.

Sections 58-133—58-150. ~~Reserved.~~ are hereby reserved.

~~ARTICLE VII. GRIEVANCE PROCEDURES~~

~~58-151. Administration.~~

~~The administration of these procedures and related federal and state regulations shall be the responsibility of the Section 504/ADA Administrator of Paducah.~~

~~58-152. Grievance procedures for discrimination based on disability status.~~

~~(a) Any person (employee or citizen) who believes that he has been subjected to discrimination as prohibited by the Federal Revenue Sharing program regulations and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, may personally, or by a representative, file a complaint with the office of the Mayor. A person who has not personally been subjected to discrimination may also file a complaint.~~

~~(b) When any person, (citizen, applicant, or employee) believes he or she has been adversely affected by an act or decision by the city, and that such act or decision was based on disability status, he or she shall have the right to process a complaint or grievance in accordance with the following procedure:~~

- (1) ~~Step 1.~~ An aggrieved person must submit a written statement to the Section 504/ADA Administrator setting forth the nature of the discrimination alleged and facts upon which the allegation is based.
- (2) ~~Step 2.~~
- a. ~~The Section 504/ADA Administrator shall contact the complainant no later than 15 days after receiving the written statement to establish an informal meeting with the objective of resolving the matter informally. However, in no case shall the informal meeting be conducted sooner than five days nor more than 45 days after receiving the written statement.~~
- b. ~~There shall be prepared a written documentary of the discussions at the informal meeting which shall be preserved in the records of the city.~~
- (3) ~~Step 3.~~ Within 15 days of the informal meeting, if no decision has been made by the city or the decision of the city does not satisfy the complainant, he or she may request a hearing with the Board of Commissioners by submitting a written request to the city.
- (4) ~~Step 4.~~
- a. ~~In thus discussing the grievance, the complainant may designate any person of his choice to appear with him and participate in the discussion. The Board of Commissioners shall require the Section 504/ADA Administrator to participate in the discussion of the grievance when it is brought before the Board of Commissioners. The Board of Commissioners shall issue a written decision on the matter within 15 days, and the decision shall be the final procedure for the complainant at the local level.~~
- b. ~~There shall be prepared a written documentary of the discussion at the hearing, which shall be preserved in the records of the city.~~

~~58-153 - 58-170.~~ Reserved.

~~ARTICLE VIII. AFFIRMATIVE ACTION~~

~~58-171. Affirmative action plan adopted.~~

- (a) ~~The city adopts Ordinance No. 90-7-4477, which is the affirmative action plan for equal opportunity for the city, as if fully set forth herein. (Ord. No. 90-7-4477, 3-13-90)~~
- (b) ~~The city adopts section 3 of the affirmative action plan for equal employment opportunity for the city. (Ord. No. 91-6-4621, 6-11-91)~~

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

SECTION C. Repeal of Ordinances. Upon the publication and on the effective date of this ordinance, the following Chapter shall be repealed in its entirety and superseded with this Ordinance: Chapter 58.

MAYOR

ATTEST:

City Clerk

Introduced by the Board of Commissioners, December 12, 2017

Adopted by the Board of Commissioners, _____, 2017

Recorded by City Clerk, _____, 2017

Published by *The Paducah Sun*, _____, 2017

Ord\58-Human Rights Ordinance – Repeal & Replace

**AGENDA ACTION FORM
PADUCAH CITY COMMISSION**

Meeting Date: January 9, 2018

Short Title: APPROVAL OF CONVEYANCE OF PADUCAH WATER SURPLUS PROPERTY KNOWN AS THE MASSAC PUMP STATION PROPERTY.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jason Petersen/Bill Robertson
Presentation By: Jason Petersen- Paducah Water

Background Information:

Paducah Water has declared this real property of the old Massac Water System as surplus property. Due to this property being a substandard parcel of land with no real value Paducah Water declared it was in the best interest of Paducah Water to accept sealed bids for the sale of the land. The only bidder was Derrick Lee Miller and wife, Shera Ann Miller, who own adjoining land on two sides of the surplus property and have family ties to the original land owner. The bid was \$10.00.

Paducah Water is desirous of obtaining the authorization of the City Commission to proceed with the transfer of the property as outlined in the proposed quitclaim deed.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

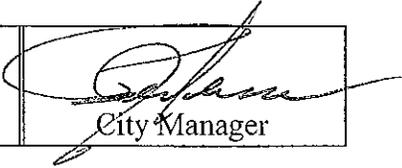
Finance

Staff Recommendation:

Approval of the transfer of the real property by quitclaim deed to the highest and only bidder, Derrick Lee Miller and wife, Shera Ann Miller.

Attachments:

Proposed quitclaim deed

Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2018-1-_____**AN ORDINANCE DECLARING MUNICIPALLY OWNED REAL PROPERTY GENERALLY LOCATED ON MASSAC CHURCH ROAD AND KNOWN AS THE MASSAC PUMP STATION PROPERTY, HELD FOR THE USE AND BENEFIT OF THE COMMISSIONERS OF WATERWORKS OF THE CITY OF PADUCAH, DBA PADUCAH WATER, AS SURPLUS AND APPROVING THE SALE AND TRANSFER OF SAME.**

WHEREAS, certain real property generally located at 745 Massac Church Road, Paducah, Kentucky, and known as the Massac Pump Station property which real property was originally purchased by Massac Water District and subsequently conveyed to the City of Paducah, Kentucky, for the use and benefit of the Commissioners of WaterWorks of the City of Paducah, DBA Paducah Water (“Paducah Water”) on February 4, 1988 in Deed Book 710, page 443, McCracken County Court Clerk’s office; and

WHEREAS, the subject property is located in McCracken County, Kentucky and is more particularly described in the attached **Exhibit A** (the “Property”); and

WHEREAS, the pump station that was present on the site has been demolished and the site has been restored; and

WHEREAS, on December 6, 2017, Paducah Water determined and declared by Resolution that the Property was no longer necessary, appropriate, or in the best interests of the operations of the water works and that the Property should be deemed surplus real estate and sold by sealed bid (Resolution attached hereto as Exhibit “B”); and

WHEREAS, Paducah Water properly advertised for sealed bids for the sale of the

Property in accordance with KRS 82.083 and the sealed bidding procedure set forth in the City of Paducah Codes of Ordinance Section 2-668; and

WHEREAS, the only bid received by Paducah Water was from the adjoining land owner Derrick Lee Miller and wife, Shera Ann Miller, in the amount of \$10.00; which and

WHEREAS, Paducah Water desires to accept the sealed bid of Derrick Lee Miller and wife, Shera Ann Miller, and further recommends to the City of Paducah, Kentucky that it approve and authorize the sale of the Property to Derrick Lee Miller and wife, Shera Ann Miller for the sum of \$10.00; and

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

Section 1. Recitals and Authorizations. The Board of Commissioners hereby declares the Property to be *surplus property* as it relates to the operations of Paducah Water, in accordance with the Resolution of Paducah Water dated December 6, 2017.

Section 2. Recitals and Authorizations. The Board of Commissioners hereby approves the sale and transfer of the Property to Derrick Lee Miller and wife, Shera Ann Miller, for the consideration of \$10.00, and further authorizes the proceeds from the sale to be deposited inot the general fund account of Paducah Water.

Section 3. Recitals and Authorizations. That the Mayor of the City of Paducah, Kentucky for the use and benefit of the Commissioners of Waterworks of the City of Paducah, DBA Paducah Water, be and is hereby authorized to execute and deliver a deed of the Property and all other documentation necessary to effectuate the transfers of the Property.

Section 4. Severability. If any section, paragraph or provision of this Order 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 Order.

Section 5. Compliance with Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 6. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Order are, to the extent of such conflict, hereby repealed and the provisions of this Order shall prevail and be given effect.

Section 7. 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 _____

Adopted by the Board of Commissioners _____

Recorded by Tammara S. Sanderson, City Clerk, _____

Published by *The Paducah Sun*, _____

EXHIBIT A

**BEING A TRACT OF LAND CONTAINING 3,096 SQUARE FEET AS SHOWN ON
WAIVER OF SUBDIVISION FOR PADUCAH WATER WORKS OF RECORD IN PLAT
SECTION J, PAGE 755, MCCRACKEN COUNTY COURT CLERK'S OFFICE.**

Clark

Agenda Action Form Paducah City Commission

Meeting Date: January 9, 2018

Short Title: FY2018 Budget Amendment – City Hall Project (General Fund); and Greenway Trail Phase 5 local match (Capital Improvements Fund).

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Jonathan Perkins, Tammy Sanderson, Maegan Mansfield, Rick Murphy, Audra Herndon, and Jeff Pederson

Presentation By: Jeff Pederson, Jonathan Perkins or Rick Murphy

Background Information:

Capital Improvements Fund (4000) – The **Greenway Trail Phase 5** will require at least \$100,790 in local matching funds, which leverages grant funds in excess of \$403,150. Known details for how local funds will be used are included in a separate agenda action form request (titled: *Greenway Trail Phase 5 – Contract for Professional Services with BFW Engineering, Inc.*). Therefore, it is necessary to transfer \$100,790 from the Boyles Trust Fund (PA0092), currently held and available in the Capital Improvements Fund to the Greenway Trail Phase 5 Project (PA0111).

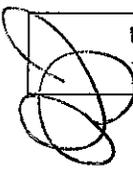
All of the budget increase will be funded with Boyles Trust Funds (PA0092), with a funds transfer to the Greenway Trail Phase 5 Project (PA0111), all of which are in the City’s Capital Improvements Fund (4000).

General Fund (1000) – When the FY2018 budget was drafted in spring of 2017, the cost to rehabilitate **City Hall Phase 1** (PF0076) was not yet known. With actual bids in hand, the cost is now known and the details of such are included in a separate agenda action form request (titled: *Approval of A&K Construction for City Hall Phase I*). Under a separate document, the total cost of the project is shown as \$4,293,781 while \$4,037,565 is currently budgeted and available. Therefore, an additional \$256,216 will be necessary from the General Fund. It is anticipated that most, if not all, of this General Fund transfer will be reimbursed to the City in the future with ‘historic tax credit payments’.

All of this budget increase will be funded with General Fund (1000) fund reserves, with a funds transfer to the City Hall Phase I Project (PF0076) Capital Improvements Fund (4000).

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Various
Account Number: Various

 1/5/2018
Finance

Staff Recommendation:

Approve budget amendments as proposed.

Attachments:

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

Meeting Date: January 9th, 2018

Short Title: Adjustment to Project Budget for City Hall Phase I

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Maegan Mansfield, P.E., EPW Proj Mgr

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

Background Information:

On November 30th, 2017, the design team for City Hall Phase I Improvements opened construction bids for the project. Three contractors submitted bids as follows: MP Lawson Construction-\$4,442,000.00, Ray Black & Son Inc.-\$4,397,000.00, and A&K Construction-\$4,087,400.00. The apparent low bid was A&K Construction.

The City Hall Phase I improvement project will be utilizing available historical preservation tax credits estimated at \$400,000.00 given by the Kentucky Heritage Council (KHC) since City Hall is listed on the national registrar of historical places. KHC has strict guidelines on maintaining the building's historical appearance, which must be followed in order to receive the tax credits. KHC has four essential elements that must match the existing building in order to receive tax credits: windows, doors, portico, and entry steps. Matching the current window profile has challenges, and the design team had an approved basis of design concept in the design specifications.

In Section 085113 Part 2, 2.1 of the design specifications, aluminum window requirements state that the contractor shall either include the basis of design product, St. Cloud windows, or a comparable product, which complies with requirements by another listed manufacturer. The St. Cloud window was approved by KHC prior to bid letting. A&K construction utilized Winco Manufacturing Company in their base bid, which was on the list of other manufacturers included in design specifications. During bid review by the design team, multiple options of Winco window shop drawings were submitted to KHC for acceptance. The KHC review representative did not accept proposed windows on the basis that they did not meet original standards. More specifically, the proposed windows did not match the current window profile. The KHC review representative stated that they would not accept or review any more alternatives submitted by the contractor unless it was the previously approved, St. Cloud window. The design team feels that the Winco window may be a closer match to the original windows, and of better quality compared to the St. Cloud alternative. Thus, the design team is strategizing on further discussion with Kentucky Heritage Council in efforts to ultimately approve the Winco window. However, at this time, the St. Cloud window is the only approved option for construction. All other elements required by KHC were met by A&K Construction's bid.

In Section 002113 of the design specifications, referencing AIA document A701 Section 6.3.3, it is stated that in the event the owner has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an

acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In accordance with this document, A&K has the opportunity to adjust their base bid to include St. Cloud windows, assuming that KHC will not ultimately accept the Winco alternative. A&K has provided documentation showing that use of the St. Cloud windows will result in an increase to the base bid of \$206,381.00. Documentation of this dollar figure is attached. The increase brings the total bid to \$4,293,781.00 which remains less than the second place bid, but higher than the original construction budget. It is understood that the design team will attempt to reach an agreement with KHC to use the original proposed Winco window. However, a total bid of \$4,293,781.00, which includes the St. Cloud windows, should be assumed. If KHC ultimately approves the Winco window, A&K understands that the construction budget will be reduced to the base bid of \$4,087,400.00.

The original project budget is \$4,374,564.60 with \$337,000.00 of that budget allocated to design team/construction administration services provided by Marcum Engineering. A balance of \$4,037,564.60 remains for construction use. With the \$4,293,781.00 bid, an increase of \$256,216.40 to the project budget is needed and will come from the general funds fund reserve. The estimated \$400,000 dollar KHC tax credit will reimburse the funds used out of the reserve account, plus some of the original project budget, once the credit is received.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: City Hall Phase I Improvements
 Account Number: PF0076-001-20000-20002
 Project Number: PF0076

 1/5/2019
Finance

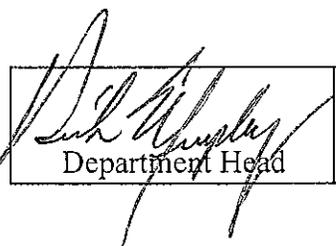
Staff Recommendation:

In consultation with the Finance Department it is recommended to authorize the Finance Director to approve an increase to the project budget in the amount of \$256,216.40 for the City Hall Phase I Improvements project. The \$256,216.40 will come from the general funds fund reserve. Upon receipt of KHC tax credits, the money borrowed from the reserve will be reimbursed. Any KHC tax credits received beyond the amount borrowed will be used towards the original project funds.

The construction budget will be reduced to \$4,087,400 if the Winco windows are approved by the Kentucky Heritage Council.

Attachments:

Letter from A&K discussing use of St. Cloud windows, A&K Form of Proposal dated 11/30/17

 Department Head	City Clerk	City Manager
--	------------	--------------

ORDINANCE NO. 2018-1-_____

AN ORDINANCE AMENDING ORDINANCE NO. 2017-06-8487, ENTITLED, "AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2017, THROUGH JUNE 30, 2018, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT"

WHEREAS, the Greenway Trail Phase V project requires at least \$100,790 in local matching funds along with grant funding of \$403,150 for construction, landscaping, architectural improvements to existing structures on the trail, and trail seating; and

WHEREAS, City Hall Phase I cost was not known when the FY2018 budget was adopted and \$4,374,564.60 was budgeted; and

WHEREAS, \$337,000 has been obligated for engineering/design administration services leaving a balance of \$4,037,565 for construction; and

WHEREAS, the City has an actual bid in hand with a cost of \$4,293,781 for the City Hall Phase I project; and

WHEREAS, an additional \$256,216 is required for the City Hall Project Phase I; and

WHEREAS, KRS prohibits expenses to exceed the budget in any department, it is necessary to amend the City's FY2018 budget.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2017, and ending June 30, 2018, Ordinance No. 2017-06-8487, be amended by the following re-appropriations:

- Transfer \$100,790 from the Boyles Trust Fund within the Capital Improvements Fund to the Greenway Trail Phase V Project
- Transfer \$256,216 from General Fund fund reserves to the City Hall Phase I Project within the Capital Improvements Fund

SECTION 2. 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, January 9, 2018
Adopted by the Board of Commissioners, January 23, 2018

Recorded Tammara S. Sanderson, City Clerk, January 23, 2018
Published by The Paducah Sun, _____
\\ord\finance\budget amend 2017-18 - Jan 2018 (2nd Amendment)



December 21, 2017

Baccus Oliver
Marcum Engineering, LLC
500 South 17th Street
Paducah, KY 42002-0120

Re: Window Manufacturer Change
Exterior Restoration
Paducah City Hall

Mr. Oliver,

We request approval of the following changes to the project as referenced below.

Condition and Location

- St. Cloud Windows were noted as the basis of design in the project specifications
- Winco Windows were listed as an alternative manufacturer in the project specifications
- Winco Windows provided a substantially lower cost on bid day, and we utilized their pricing in our bid.
- Upon the Kentucky Heritage Council review of the Winco Windows they were rejected

Solution

- Section 002113 Instructions to Bidders, AIA Document A701 Section 6.3.3 allows for adjustment in the Base Bid to cover the cost difference for an objection to a reasonably proposed entity.

Description of Change

- Attached are exhibits A and B. These are both proposals from our proposed glass contractor, Bowling Green Glass. Exhibit A is the proposal from bid day where Winco windows were proposed. Exhibit B is the proposal from December 18, 2017 where they adjusted their pricing to change to St. Cloud Windows.
- Referring to EXHIBIT A, on bid day we requested Bowling Green Glass to tell us how much they had in for skylight, since our proposed roofing contractor had included the skylights in his bid. Bowling Green Glass told us that the skylights were worth \$96,412.00. We wanted the glass contractor to perform the demolition. \$398,725 less \$96,412 for skylights is \$302,313 plus demolition of \$49,750 equal \$352,063.00 was the cost A&K used in preparation of our bid.
- Referring to EXHIBIT B, the skylights were excluded. The revised bid amount of \$481,775 plus demolition of \$49,750 is \$531,525.00. The proposal for the St. Cloud windows is \$531,525 less the proposal for the Winco windows of \$352,063 is a difference of \$179,462.00 plus \$26,919 contractor's fee equals \$206,381.



Cost Breakdown

St. Cloud Windows	\$531,525.00
less Winco Windows	< <u>\$352,063.00</u> >
Difference	\$179,462.00
plus contractor's fee @15%	<u>\$ 26,919.00</u>
TOTAL COST DIFFERENCE	\$206,381.00

We appreciate the opportunity to work with you. Should you have any questions please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to be 'JH'.

Justin Hopkins
Estimator/Project Manager

Bowling Green Glass Company

EXHIBIT A

✓

813 Clay Street • Bowling Green, KY 42101
phone: 270-843-6107 fax: 866-530-3753

RE: Paducah City Hall - Exterior Restoration

November 30, 2017

Our price to provide and install windows, doors and skylights, as described below, is \$398,725.00, sales tax included. Please add \$49,750.00 for BG Glass to remove the existing windows and skylights. The demolition price assumes debris removal by general contractor.

- We have reviewed 3 addenda
- Windows
 - 28 type AL1 windows - Extruded metal column covers
 - 4 type AL2 windows with doors - Extruded metal column covers
 - 8 type AL3 windows
 - Winco windows
 - Gray insulated glass with solarban 60 low E#2 or equivalent
 - Spandrel frit where indicated
 - Standard painted finish
- Doors
 - 3070 terrace doors
 - Gray insulated glass with low E#2 surface
 - Standard painted finish
 - RIM exit devices
 - Continuous hinge
 - LCN 4040 surface mounted closer
 - Rockwood pull
- Skylights
 - 108 curb mounted skylights → (96,412⁰⁰)
 - Clear anodized finish
 - Clear insulated glass with low E coating #2
- Perimeter caulking - standard color
- Quote valid for 30 days
- Net 30 days with approved credit
- Proposal is contingent on shop drawing approval by owner, GC and architect
- Proposal is contingent on material supplier's ability to meet construction schedule
- Proposal contains no commissioning testing

Door operators? yes

Aluminum door hardware? yes - per Jim

FAX COVER SHEET

TO	
COMPANY	
FAXNUMBER	12704417754
FROM	Bowling Green Glass Company
DATE	2017-11-30 19:02:53 GMT
RE	Paducah City Hall

COVER MESSAGE

Bowling Green Glass Company, LLC
jim@bgglassco.com
P: 270.843.6107
F: 866.530.3753

RE: Paducah City Hall

Quote from BG Glass.



Virus-free. www.avast.com

Bowling Green Glass Company

EXHIBIT B

813 Clay Street · Bowling Green, KY 42101
phone: 270-843-6107 fax: 866-530-3753

RE: Paducah City Hall – Exterior Restoration - *revised*

December 18, 2017

Our price to provide and install windows and doors, as described below, is \$481,775.00, sales tax included. Please add \$49,750.00 for BG Glass to remove the existing windows.

- We have reviewed 3 addenda
- Windows
 - 28 type AL1 windows – Extruded metal column covers
 - 4 type AL2 windows with doors – Extruded metal column covers
 - 8 type AL3 windows
 - St. Cloud SCW 2500 windows
 - Gray insulated glass glass with solarban 60 low E#2 or equivalent
 - Spandrel frit where indicated
 - Standard painted finish
- Doors
 - 3070 aluminum doors
 - Gray insulated glass with low E#2 surface
 - Standard painted finish
 - RIM exit devices
 - Continuous hinge
 - Custom framing to match sight lines
 - LCN 4040 surface mounted closer
 - Rockwood pull
- Perimeter caulking – standard color
- Quote valid for 30 days
- Net 30 days with approved credit
- Proposal is contingent on shop drawing approval by owner, GC and architect
- Proposal is contingent on material supplier's ability to meet construction schedule
- Proposal contains no commissioning testing

SECTION 004113 -- FORM OF PROPOSAL

PROJECT: Exterior Restoration
Paducah City Hall
300 South 5th Street
Paducah, Kentucky 42003

Name of Contractor: A&K CONSTRUCTION, INC.

Mailing Address: 100 CALLOWAY COURT, PADUCAH, KY 42001

Business Phone: 270-441-7752

TO: Brandi Harless, Mayor
City of Paducah
300 South 5th Street
Post Office Box 2267
Paducah, Kentucky 42002-2267

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Special Conditions, Specifications, and Drawings on the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, services, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

BASE BID:

Site / Civil Construction	\$ <u>66,900</u>
Structural	\$ <u>417,800</u>
Architectural	\$ <u>2,803,700</u>
Mechanical	\$ <u>574,000</u>
Electrical	\$ <u>225,000</u>
TOTAL	\$ <u>4,087,400</u>

For the construction required to complete the work in accordance with the contract documents, I/We submit the following lump sum price of

Four Million Eighty Seven Thousand Four DOLLARS 10 CENTS
(use words) Hundred

ADDENDA:

FORM OF PROPOSAL

PFGW File No. 1728
Marcum Engineering File No. 17519

Exterior Restoration
Paducah City Hall

Receipt of Addenda Number(s) 1 thru 3 is acknowledged.

Name of Contractor: A&K CONSTRUCTION, INC.

Authorized
Representative BILL BOYD Title VICE PRESIDENT

(Signature) *Bill Boyd* Date 11/30/17

PROPOSED SUBCONTRACTORS:

The following list of proposed subcontractors is required to be executed, completed and submitted with the Bidder's Proposal. All subcontractors are subject to approval by the Owner. Failure to submit this list, completely filled out, may cause rejection of bid.

BRANCH OF WORK	NAME OF SUBCONTRACTORS
1. ASBESTOS ABATEMENT	<u>IMAC</u>
2. CONCRETE CLEANING	<u>M&M Decorating</u>
3. STRUCTURAL STEEL FRAMING	<u>A&K</u>
4. DECORATIVE METAL RAILINGS	<u>Architectural Sales</u>
5. STONE PANEL CLEANING	<u>M&M Decorating</u>
6. CRYSTALLINE WATERPROOFING	<u>M&M Decorating</u>
7. TPO ROOING	<u>Atlas Roofing</u>
8. JOINTS SEALANTS	<u>M&M Decorating</u>
9. ALUMINUM DOORS AND WINDOWS	<u>Bowling Green Glass</u>
10. UNIT SKYLIGHTS	<u>Atlas Roofing</u>
11. AUTOMATIC DOOR OPERATORS	<u>Bowling Green Glass</u>
12. PAINTING AND STAINING	<u>M&M Decorating</u>
13. PLUMBING	<u>CMI</u>
14. PLUMBING INSULATION (do not list Plumbing Contractor)	<u>S&M Insulation</u>
15. SHEETMETAL	<u>Preferred Ind.</u>
16. MECHANICAL	<u>CMI</u>
17. HVAC INSULATION (do not list HVAC Contractor)	<u>S&M Insulation</u>
18. CHEMICAL TREATMENT (do not list Mechanical Contractor)	<u>Aquatreat</u>
19. TEST, ADJUSTMENT, AND BALANCE (do not list HVAC Contractor)	<u>Thermal Balance</u>
20. TEMPERATURE/HVAC CONTROLS (do not list HVAC Contractor)	<u>ABC</u>
21. ELECTRICAL	<u>Beltline</u>
22. PLANTINGS	<u>By Allowance</u>

PROPOSED MATERIALS AND EQUIPMENT:

Every item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the bidder proposes to furnish. The use of a dealer's name or stating "as per plans and specifications" will not be considered as sufficient identification.

Failure to submit a proper list within one (1) hour of the time scheduled for receipt of bids may result in rejection of the Bidder's Proposal.

ITEM	MANUFACTURER, SUPPLIER, MODEL OR TYPE
1. DECORATIVE METAL RAILINGS	_____
2. CRYSTALLINE WATERPROOFING	_____
3. TPO ROOING	_____
4. ALUMINUM DOORS AND WINDOWS	_____
5. UNIT SKYLIGHTS	_____
6. AUTOMATIC DOOR OPERATORS	_____
7. PAINTING AND STAINING	_____
8. VIBRATION/SEISMIC CONTROLS	_____
9. HYDRONIC PUMPS	_____
10. HYDRONIC VALVES	_____
11. PRESSURE AND TEMPERATURE GAUGES	_____
12. WATER EXPANSION TANKS	_____
13. WATER TREATMENT SYSTEMS	_____
14. HYDRONIC BOILERS	_____
15. FLUID COOLERS/COOLING TOWERS	_____
16. SCROLL CHILLERS	_____
17. DUCT INSULATION	_____
18. TEMPERATURE/HVAC CONTROLS	_____
19. STARTERS AND DISCONNECTS	_____
20. WIRING DEVICES	_____
21. LIGHT FIXTURES	_____
22. TIME CLOCKS	_____

UNIT PRICES:

Unit Prices shall include the furnishing of all labor, materials, supplies, services and shall include all: Items of cost, overhead and profit for the contractor and subcontractor involved, and shall be used uniformly without modification for either addition or deduction. The unit prices as established shall be used to determine the equitable adjustment of the contract price in connection with changes or extra work performed under the contract, and rules of measurement as set forth in the General Conditions shall govern.

Failure to submit a proper list within one (1) hour of the time scheduled for receipt of bids may result in rejection of the Bidder's Proposal.

WORK	PRICE	UNIT
1. 1" PVC Conduit, Buried	\$ _____	/ l.f.
2. 2" PVC Conduit, Buried	\$ _____	/ l.f.
3. 120V, 20A Duplex Outlet, Installed	\$ _____	/ ea.
4. Metal Single Gang Box, Installed	\$ _____	/ ea.
5. ½" EMT Conduit, Installed	\$ _____	/ l.f.
6. 1" EMT Conduit, Installed	\$ _____	/ l.f.
7. Surface Mounted Raceway (Metal), Installed	\$ _____	/ l.f.
8. Surface Mounted Raceway (Metal), Installed	\$ _____	/ l.f.
9. Surface Mounted Box (Metal), Installed	\$ _____	/ ea.
10. #12 Type THWN Conductor, Installed	\$ _____	/ l.f.
11. #10 Type THWN Conductor, Installed	\$ _____	/ l.f.
12. 20 Amp 1 Pole Breaker, Installed	\$ _____	/ ea.
13. Decorative River Gravel [Iowa Rainbow] (Installed)	\$ _____	/ ton
14. Trenching (Drainage Tile)	\$ _____	/ l.f.
15. Interior Planting Medium/Mix (Installed)	\$ _____	/ ea.
16. Exterior Planting Medium/Mix (Installed)	\$ _____	/ l.f.
17. Tree Protection Fencing (Installed)	\$ _____	/ ea.
18. Wood Chips (Installed)	_____	c.y.
19.	_____	_____
20.	_____	_____

Agenda Action Form Paducah City Commission

Meeting Date: January 9th, 2018

Short Title: Approval of A&K Construction for City Hall Phase I

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Maegan Mansfield, P.E., EPW Proj Mgr
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

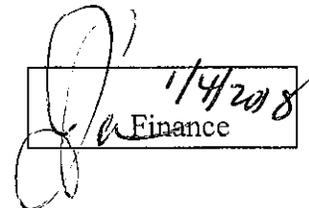
On November 30th, 2017, the design team for City Hall Phase I Improvements opened construction bids for the project. Three contractors submitted bids as follows: MP Lawson Construction-\$4,442,000.00, Ray Black & Son Inc.-\$4,397,000.00, and A&K Construction-\$4,087,400.00. The apparent low bid was A&K Construction.

Due to the proposed window manufacturer, Winco Manufacturing Company (A&K's Window Supplier), not being able to meet the Kentucky Heritage Council requirements during bid review, A&K Construction's base bid has increased to \$4,293,781.00. The increase in A&K's bid as allowed by the project specifications is due to switching to St. Cloud windows in order to meet requirements of the Kentucky Heritage Council. It is understood that if the original window manufacturer (Winco) may be approved by the Kentucky Heritage Council, the base bid will decrease back to the original amount of \$4,087,400.00.

It is recommended that A&K construction's modified base bid of \$4,293,781.00 be approved based on the assumption that the budget increase for the project is approved.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: City Hall Phase I
Improvements
Account Number: PF0076-001-20000-20002
Project Number: PF0076



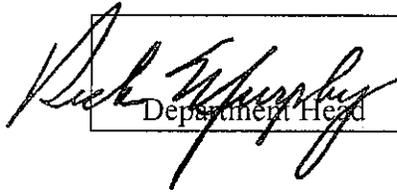
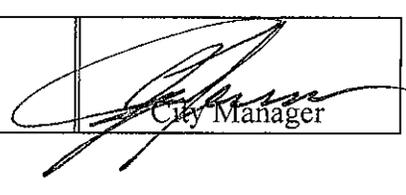
A handwritten signature in black ink is written over a rectangular stamp. The stamp contains the date "1/4/2018" and the word "Finance" below it.

Staff Recommendation:

Authorize the Mayor to enter into a contract with A&K Construction, having a revised base bid of \$4,293,781.00 for the City Hall Phase I Improvements project.

Attachments:

Letter from A&K discussing use of St. Cloud windows, A&K Form of Proposal dated 11/30/17, A&K Construction Letter dated 12/19/2017, Marcum Engineering Proposal Recommendation Letter

 Department Head	City Clerk	 City Manager
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AN ORDINANCE ACCEPTING THE BID OF A & K CONSTRUCTION FOR CONSTRUCTION OF CITY HALL PHASE I PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of A & K Construction in an amount not to exceed \$4,293,781.00, for construction of City Hall Phase I Project, said bid being in substantial compliance with the bid specifications, and as contained in the bid of A & K Construction November 30, 2017.

SECTION 2. That the Mayor be authorized to execute a contract with A & K Construction for construction of the City Hall Phase I Project, authorized in Section I above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This expenditure shall be charged to project account PF0076.

SECTION 4. 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, January 9, 2018
Adopted by the Board of Commissioners, January 23, 2018
Recorded by Tammara S. Sanderson, City Clerk, January 23, 2018
Published by The Paducah Sun, _____
\\ord\eng\bid-City Hall Phase I-construction



December 20, 2017

Mr. Rick Murphy, City Engineer
City of Paducah
300 South 5th Street
P.O. Box 2267
Paducah, KY 42002-2267

Re: Proposal Recommendation
Paducah City Hall Exterior Restoration
City of Paducah
Marcum No. 17519

Dear Rick,

A Bid Opening was held on November 30, 2017 for the Paducah City Hall Exterior Restoration Project. The bids were as follows:

1. A&K Construction	\$4,087,400.00
2. Ray Black & Son	\$4,397,000.00
3. MP Lawson Construction	\$4,442,000.00

Attached is A&K Construction's Form of Proposal. Marcum Engineering asked for clarification on some items and the below were the agreed upon clarifications that are acceptable to the Design Team.

1. Page 3 Proposed Subcontractors
 - a. Concrete Patching: A&K Construction
 - b. Scaffolding Erection: A&K Construction
 - c. Tree Pruning: Ace Tree Service
 - d. Planter's Soil Preparation/Placement: A&K Construction

2. Page 4 Proposed Materials and Equipment
 - a. Item 2 Crystalline Waterproofing: Xypex
 - b. Item 4 Aluminum Doors and Windows: St. Cloud
 - c. Item 21 Light Fixtures: Hubbell/Day-O-Lite/B-K Ltg/Lumex
 - d. Item 22 Time Clocks. Hubbell

3. Page 5 Unit Prices.

a. Item 1 1" PVC Conduit, Buried	9.20	
b. Item 2 2" PVC Conduit, Buried	13.80	
c. Item 5 ½" EMT Conduit, Installed	14.95	
d. Item 6 1" EMT Conduit, Installed	17.25	
e. Item 13 Decorative River Gravel [Iowa Rainbow] (Installed)		45.45
f. Item 14 Trenching (Drainage Tile)	16.68	
g. Item 15 Interior Planting Medium/Mix (Installed)	13.80/CY	
h. Item 16 Exterior Planting Medium/Mix (installed)	16.10/CY	
i. Item 17 Tree Protection Fencing (Installed)	5.75/LF	
j. Item 18 Wood Chips (Installed)	9.20	
k. Fascia Concrete Patch	47.50/SF	
l. Fascia Crack Fill	28.65/LF	
m. Canopy Underside Patch	51.25/SF	

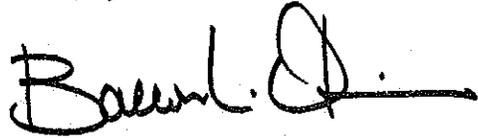
Aluminum Windows were the major focus of the review. A&K Construction's proposed windows are manufactured by Winco. St. Cloud SCW 2500 windows are the basis of design. A&K Construction produced 3 iterations of Winco windows of which Marcum Engineering believed the last submission to be acceptable as that it was similar to the St. Cloud product. That window was submitted to and rejected by our assigned Restoration Project Manager from the Kentucky Heritage Council. The manager rejected the submittal stating the proposed window did "not match the very narrow historic profile of the existing windows". Because our City Hall is on the national registry and because a portion of the funding is by way of State Historic Preservation Tax Credits; the Winco product was rejected. A&K Construction was notified per Section 002113 Instructions to Bidders, AIA Document A701 Section 6.3.3; that Winco would not be acceptable. Per that Section, the Bidder is allowed to propose another product and any necessary change in cost.

We received A&K Construction's response is the attached letter. In the letter, they propose to furnish St. Cloud windows at an additional material cost of \$206,381.00. Note the letter has backup information of the original bid and new proposal by the window installer. We know that this particular window will be acceptable as that the Restoration Project Manager has previously approved this make and model.

Based on the above and attached documents; Marcum Engineering recommends acceptance of A&K Construction in the amount of \$4,293,781.00 (Original Bid of \$4,087,400.00 plus additional material cost for St. Cloud windows \$206,381.00).

If accepted by the City of Paducah, Marcum Engineering will prepare a Contract for execution with the above stipulations. Please let me know if you have any questions about the process or the recommendation.

Sincerely,

A handwritten signature in black ink, appearing to read "Baccus L. Oliver". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Baccus L. Oliver, PE, CxA, LEED AP
Project Manager/Principal

Enclosure(s): A&K Construction's Form of Proposal dated November 30, 2017
A&K Construction's Letter dated December 19, 2017

Cc: Maegan Mansfield, City of Paducah
Paul King, Peck Flannery Gream Warren Inc.
Jeff Canter, Peck Flannery Gream Warren Inc.
Justin Hopkins, A&K Construction

Bid Tabulation

CONTRACTOR	Bid Bond	Addenda	Sub List	Mat'l & Equip	Unit Prices	Base Bid	Difference
A&K Construction 100 Calloway Court Paducah, KY 42001	5%	3	Y			\$ 4,087,400.00	\$ (309,600.00)
Ray Black & Son, Inc. 348 South 31st Street Paducah, KY 42001	5%	3	Y			\$ 4,397,000.00	
MP Lawson Construction 8355 Blandville Road Paducah, KY 42003	5%	3	Y			\$ 4,442,000.00	\$ (45,000.00)
Mitchell Construction LLC 342 Calvert Drive Paducah, KY 42003						<i>No bid</i>	
Pinnacle Inc. 305 Poplar Street Benton, KY 42025						<i>No bid</i>	

**Agenda Action Form
Paducah City Commission**

Meeting Date: January 9th, 2018

Short Title: Greenway Trail Phase 5 - Contract for Professional Services with BFW Engineering, Inc.

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Maegan Mansfield, P.E., EPW Proj. Mgr

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

Background Information:

On July 23rd, 2017, the Engineering Public Works (EPW) Department published in the *Paducah Sun* a Request for Proposals (RFP) for engineering services related to the Phase 5 extension of the Greenway Trail. Proposals were due on August, 9 2017. The EPW Department received two RFPs from HDR Engineering, Inc. and BFW Engineering, Inc.

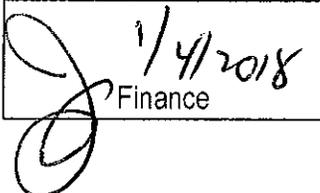
The review committee was made up of City of Paducah Parks Services Director, Mark Thompson, Rick Murphy P.E. City Engineer & Public Works Director, and Maegan Mansfield, Engineering Public Works Project Manager. Interviews were held for each firm on August 24th, 2017. Each review team member scored the proposals and interviews. BFW Engineering, Inc. had the highest cumulative score.

On November 27th, 2017, the committee met with BFW Engineering, Inc. to begin contract negotiations. After review and discussions with BFW Engineering, Inc., a contract was submitted to EPW by BFW Engineering, Inc. in amount of \$45,900 for design services through construction procurement. The EPW team will be providing construction administration services in-house for this project.

Greenway Trail Phase V begins at the end of Greenway Trail Phase IV and terminates at Jefferson Street. Several ancillary items such as landscaping, architectural improvements to existing structures on the trail, and trail seating are included in this phase. The total project budget is \$503,945 with \$403,156 coming from TAP grant and \$100,789 coming from City match. The City match will be funded by using the Boyle's estate account designated for the Greenway Trail.

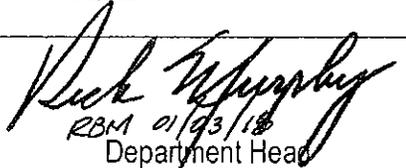
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Greenway Trail Ph. 5
Project Number: PA0111
Account Number: N/A


1/9/2018
Finance

Staff Recommendation: Authorize the mayor to execute a contract with BFW Engineering, Inc. in the amount of \$45,900.00 for engineering design services for this project.

Attachments: Contract agreement with BFW Engineering

 RBM 01/23/18 Department Head	City Clerk	 City Manager
--	------------	--

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE GREENWAY TRAIL
PHASE V PROJECT

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a Professional Services Agreement between the City of Paducah, Kentucky, and Bacon, Farmer, Workman Engineering & Testing, Inc., in the amount of \$45,900.00 for engineering design services for the Greenway Trail Phase V Project.

SECTION 2. This expenditure shall be charged to Greenway Trail Phase V, Project Account PA0111.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, January 9, 2018
Adopted by the Board of Commissioners, January 23, 2018
Recorded by Tammara S. Sanderson, City Clerk, January 23, 2018
Published by *The Paducah Sun*, _____
\\ord\eng\agree-greenway trail phase v – design services

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Greenway Trail Phase V **BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. JOB #:**
CLIENT: City of Paducah, Engineering – Public Works
ADDRESS: 300 South 5th Street, P.O. Box 2267, Paducah, KY 42002-2267
CONTACT: Rick Murphy, PE **TEL:** 270-444-8511 **FAX:** 270-444-8689
CONSULTANT: BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC.
ADDRESS: 500 S. 17th St Paducah, KY 42003
CONTACT: Kenneth D. McDaniel **TEL:** 270-443-1995 **FAX:** 270-443-1904
PROJECT DESCRIPTION: Design and Bidding documents for Greenway Trail Phase V.

SCOPE OF SERVICES (See Attachment) **SCHEDULE** (See Attachment)

COMPENSATION:

- LUMP SUM (Not to Exceed).** Compensation for these services shall be a Lump Sum of \$ 45,900.00.
- TIME AND MATERIALS.** Billing will be hourly per our rate schedule. See attached proposal.
- BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. 's Direct Job Wages times a factor of ___ List of BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. 's Hourly Rates.
- COST PLUS FIXED FEE.** Compensation for these services shall be BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. Cost plus a fixed professional fee, including Reimbursable Expenses times a factor of ___ plus Subconsultant Expenses times a factor of ___ and per BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. 's attached Definitions. The estimated compensation for services is \$ ___ plus a fixed fee of \$ ___ for a total of \$ ___.

Direct Job Wages or Hourly Rates for Time and Materials or Cost plus Fixed Fee contracts are subject to change to reflect adjustments in BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. salary levels.

In the event services beyond those specified in the Scope of Services and not included in the compensation above are required, BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. shall submit a fee estimate for such services and a contract modification shall be negotiated and approved by the Client prior to any effort being expended on such services.

SCHEDULE OF PAYMENTS: BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. shall be paid monthly on the basis of invoices submitted. These invoices will be for the portion of the agreed upon compensation earned by BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. during that month. (Cost plus Fixed Fee will be for costs incurred during the invoice period plus the portion of the agreed upon fixed fee earned by BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. during that month. **Lump Sum will be based on percent of effort completed as estimated by BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC.**) BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. shall be paid for all invoices within 30 days of submittal. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. based on contractual terms. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). See Standard Conditions for invoices unpaid after 60 days.

EXECUTION: Execution of this document by duly authorized representatives of BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. and Client, including BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. 's Standard Conditions (reverse side) and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. nor Client shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

CLIENT: _____ **CONSULTANT:** BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC.
BY: _____ **BY:** Kenneth D. McDaniel, PE
SIGNATURE: _____ **SIGNATURE:** *Kenneth D. McDaniel*
TITLE: _____ **TITLE:** Project Manager
DATE: _____ **DATE:** 12/21/2017

BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. STANDARD CONDITIONS

1. SERVICES. BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. shall provide professional services in accordance with the agreed upon scope of work.

2. EXECUTION. This Agreement becomes effective upon signatures by authorized representatives of the Client and BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. and upon receipt by BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. of a signed original or facsimile transmittal. If facsimile transmittal is initially sent to BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC., Client will provide BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. with a signed original for record as soon as practicable.

3. INITIATION. BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. is authorized to proceed with services upon receipt of an executed Agreement or written Notice to Proceed.

4. COMPLETION/TERMINATION. This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. This contract may be terminated by the Client and/or BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. upon 10 days written notice. In the event of such termination, BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. will be paid the portion of the compensation (and fixed fee, if applicable) for services performed in accordance with the scope of services under the terms of this Agreement to the date of termination together with all costs arising out of such termination.

Continuing Service Agreements shall be reviewed annually for rates and shall remain in force until terminated in writing by either party, or otherwise stipulated contractually.

5. STANDARD OF CARE. Services provided by BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. makes no warranty or guaranty, either express or implied.

6. INDEPENDENT CONSULTANT. BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client.

7. COMPLIANCE WITH LAWS. BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. will endeavor to comply with Federal, State, and local laws and ordinances applicable to the services to be provided under this Agreement.

8. COLLECTION COSTS. In the event legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. in connection therewith and, in addition, the reasonable value of BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC.'s time and expenses spent in connection with such collection action, computed at BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC.'s prevailing fee schedule and expense policies.

9. OWNERSHIP OF DOCUMENTS. Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. will retain all common law, statutory, and other reserved rights, including the copyright thereto. BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without

written authorization of and appropriate compensation to BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. .

10. SITE VISITS/OBSERVATION. If included in the Scope of Work, BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work), and to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. as part of services during construction under Agreement shall not make BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.

11. EQUAL OPPORTUNITY EMPLOYMENT. BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. will comply with federal regulations pertaining to Equal Opportunity Employment. BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC.'s policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, age, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC.'s equal opportunity employment policy applies to all phases of employment, including recruiting, hiring, job assignment, supervision, training, upgrading, transfer, compensation, benefits, promotion, education, recreation, layoff and termination.

12.INSURANCE. BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. will provide a certificate of insurance upon request.

13. INDEMNIFICATION/HOLD HARMLESS. BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused by BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC.'s negligent acts, errors, or omissions in services provided pursuant to this Agreement. Provided, however, that if any such liability, settlements, loss, or costs result from the concurrent negligence of BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. and the Client, this indemnification applies only to the extent of the negligence of BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. .

14. LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the project to both the Client and BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. , the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC. and its subconsultants to all those named shall not exceed \$50,000 or the amount of BACON, FARMER,

WORKMAN ENGINEERING & TESTING, INC. 's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

15. DISPUTES. Any action for claims arising out of or relating to this Agreement and/or respective services shall be governed by the laws of the State of Kentucky. Venue shall be in McCracken County Circuit Court. Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted pursuant to the Construction Mediation Rules of the American Arbitration Association.

16. ATTORNEY FEES. Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements and reasonable attorney fees from the other party. The party who is awarded a net recovery against the other shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.



BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.

December 21, 2017

Mr. Rick Murphy, PE, Director Engineering - Public Works
City of Paducah
City Hall, 2nd Flr, 300 South 5th Street, P.O. Box 2267
Paducah, KY 42002-2267

RE: Greenway Trail Phase V
Upstream end of Phase 1B to Jefferson Street

Dear Mr. Rick Murphy, PE:

Bacon Farmer Workman Engineering & Testing, Inc. is pleased to provide you with a proposal for Survey, Landscape Architecture and Engineering Services for the above referenced project as requested.

Proposed task and associated fees will be per the table below:

Department	Task Item	Estimated Cost
Survey	Field Check owner provided topo, as built existing foundation, verify tie in points, gather updated data	\$ 1,500.00
	Provide two (2) "Arch Design Renderings" for existing foundations	\$ 2,000.00
Landscape Architecture	Meetings with committee for comment / feed back	\$ 500.00
	Revision to selected rendering	\$ 1,500.00
	Existing Plantings / tree Protection plan	\$ 500.00
Civil	Modification to "Current" landscape plan to addapt to site design	\$ 2,000.00
	Line and grade for Green Way Trail	\$ 2,000.00
	Update existing "riverfront plan" for use as starting point	\$ 1,000.00
	Parking and Traffic Flow layout	\$ 3,000.00
	Site Design and Development Plan	\$ 3,000.00
	Storm Drainage and Grading	\$ 3,000.00
	Coordination of construction Documents	\$ 1,500.00
Bidding Technical Specifications	\$ 2,000.00	

500 South 17th Street
P.O. Box 120
Paducah, KY 42002-0120
phone: (270) 443-1995
fax: (270) 443-1904

1215 Diuguid Drive
Murray, KY 42071
phone: (270) 753-7307
fax: (270) 759-4950

966 Double Bridge Road
Lewisburg, TN 37091
phone: (931) 359-4882

907 Arrow Road, Ste. 2
Champaign, IL 61821
Phone: (217) 530-4283

403 North Court Street
Marion, IL 62959
phone: (618) 993-6700
phone: (618) 997-9190
fax: (618) 993-6717

Structural	Existing Concrete Foundation Analysis	\$	2,000.00
	Structural Design / detailing of Arch and Existing Foundation modifications	\$	7,500.00
	Shelter foundation design	\$	1,000.00
Electrical	Electrical Service design/ coordination	\$	2,500.00
	Site lighting and electrical distribution design	\$	3,500.00
	Total Design	\$	40,000.00
Meetings/Administration			
	Scoping Meeting	\$	600.00
	Schematic review meeting	\$	600.00
	50% Design Development Meeting	\$	1,000.00
	50% Construction Development Meeting	\$	1,000.00
	100% Construction Documents Meeting	\$	1,000.00
	Pre-Bid Meeting	\$	500.00
	Bid Opening / Bid Review	\$	1,200.00
	Total Meetings / Administration	\$	5,900.00
	Total Fee	\$	45,900.00

BFW proposes to perform the above defined scope of work for a cost of \$45,900.00. The design proposal is based on a lump-sum cost for the services listed in scope. Additional scope items and reimbursable expenses such as permit fees, mailing expenses, ect. will be billed at BFW hourly rate schedule, incurred expenses or agreed to negotiated lump sum. If you agree with these costs, please return the executed contract for BFW's authorization to proceed.

Finished product will consist of 1 set bid plans, technical specifications and electronic files of each. All other sets and overnight charges will be considered reimbursable expenses. Re-design due to significant revisions to the base plan after initial submittals to the Governing Agency will be considered reimbursable expenses per rates.

All design documents will utilize a coordinates system established by original survey. A coordinate file can be provided to the personnel performing the construction layout in digital format. All final drawings will be provided to you in digital format (CD) and hard copy.

We look forward to working with you in the future and should you have any questions or need further information, please contact our office at (270) 443-1995.

Sincerely,
Bacon Farmer Workman Engineering & Testing, Inc.


Kenneth D. McDaniel, Project Manager



Agenda Action Form Paducah City Commission

Meeting Date: 1/9/18

Short Title: Amendment to the Smoking Ban Ordinance

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Denton Law Firm
Presentation By: Mayor Harless

Background Information:

McCracken County ASAP made presentations at the City commission meetings on August 8 and December 19, 2017, asking for the current smoking ban ordinance to be amended to prohibit smoking in enclosed public places, places of employment, and municipally owned outdoor areas. Under this Ordinance, smoking will continue to be prohibited in enclosed public places and will further be prohibited in all places of employment, whether public or private. Additionally, under this Ordinance, smoking is prohibited in certain municipally-owned outdoor areas, with limited exceptions.

A timeline of events that the Mayor emailed to the City Clerk is attached.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name:
Account Number:

Finance

Staff Recommendation:

Attachments:

Department Head	City Clerk	City Manager
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Steps toward Amending the Paducah Smoke-Free City Ordinance

February 2016: McCracken County ASAP discussed the need to amend the city Smoke-Free Ordinance and the importance to protect all Paducah workers from exposure to secondhand smoke as well as children and started to work towards an amended Smoke-Free City Ordinance.

Contacted Dr. Hurt from Mayo Clinic, Rochester, MN. to come and speak on the harms of second hand smoke and e-cigs.

March: members of McCracken County ASAP partnered with other community agencies to host a Health Summit that Dr. Hurt spoke on why e-cigs needed to be included in a smoke-free ordinance as well as the harms of e-cigs and second hand smoke

June: Developed and started attending community events in Paducah to obtain signatures for petitions to improve Paducah's Smoke-Free Ordinance

Contacted Kentucky Center for Smoke-Free Policy for guidance in the process of amending an existing smoke-free ordinance

July: ASAP Taskforce Developed Amended Smoke-Free City Ordinance first draft

August: Obtained Resolutions to support an amendment to the Smoke-Free Ordinance in Paducah

Met with City Mayor and commissioners to discuss amending the Paducah Smoke-Free City Ordinance

September: Continued meeting with city commissioners discussing amending the Paducah Smoke-Free City Ordinance.

October: Articles submitted on e-cigs. Continued with community awareness on need for amending the City's Smoke-Free City Ordinance.

November: Amended ordinance draft sent to Public Health Law Center – National Tobacco Control Legal Consortium to review. Developed PSA promoting smoke free workplace, parks, as well as recreational areas and WPSD aired it

December: ASAP taskforce approved revised draft, WPSD aired the PSA again for a week.

January 2017: Met with city commissioners

February: Met with newly elected commissioner and in communication with newly elected mayor regarding this amended ordinance process

March – July 2017

August 8, 2017: Presented for the first time at City Council

September-November: met with commissioners, community awareness and talked with businesses

December 19: Presented at City Council

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~~ORDINANCE 2006-9-7170~~

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AN ORDINANCE RELATING TO THE PROTECTION OF THE PUBLIC HEALTH AND WELFARE BY PROHIBITING THE SMOKING OF TOBACCO PRODUCTS IN BUILDINGS OPEN TO THE PUBLIC IN ENCLOSED PUBLIC PLACES AND PLACES OF EMPLOYMENT, AND CERTAIN MUNICIPALLY OWNED OUTDOOR AREAS.

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WHEREAS, the City Commission hereby declares it in the interest of public health and policy to adopt an ordinance prohibiting the smoking of tobacco products in ~~public buildings, enclosed public places, and places of employment, and certain municipally-owned outdoor areas.~~

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WHEREAS, the City Commission hereby finds that:

(a) Numerous scientific studies have found that tobacco smoke is a major contributor to indoor air pollution.

(b) ~~Reliable Scientific Studies, including studies by the Surgeon General of the United States and studies commissioned and assessed by the U.S. Environmental Protection Agency, have shown that breathing sidestream or secondhand smoke is a significant health hazard to nonsmokers.~~

(b) According to the 2014 U.S. Surgeon General's Report, The Health Consequences of Smoking—50 Years of Progress, secondhand smoke exposure causes stroke, heart disease, lung cancer, breast cancer in premenopausal women, and sudden infant death syndrome in nonsmokers. The report also found that since the 1964 Surgeon General's Report on Smoking and Health, 2.5 million nonsmokers have died from diseases caused by tobacco smoke.²

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(c) A significant amount of secondhand smoke exposure occurs in the workplace. Employees who work in smoke-filled businesses suffer a 25-50% higher risk of heart attack and higher rates of death from cardiovascular disease and cancer, as well as increased acute respiratory disease and measurable decrease in lung function.³ Establishing smoke-free workplaces is the only effective way to ensure that secondhand smoke exposure does not occur in the workplace, because ventilation and other air cleaning technologies cannot completely control for exposure of nonsmokers to secondhand smoke.

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(d) Electronic cigarettes produce an aerosol or vapor of undetermined and potentially harmful substances, which may appear similar to the smoke emitted by traditional tobacco products. Their use in

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workplaces and public places where smoking of traditional tobacco products is prohibited creates concern and confusion and leads to difficulties in enforcing the smoking prohibitions. The World Health Organization (WHO) recommends that electronic smoking devices not be used indoors, especially in smoke-free environments, in order to minimize the risk to bystanders of breathing in the aerosol emitted by the devices and to avoid undermining the enforcement of smoke-free laws.⁴

- (e) During periods of active smoking, peak and average outdoor tobacco smoke (OTS) levels measured in outdoor cafes and restaurant and bar patios near smokers rival indoor tobacco smoke concentrations.⁵ Nonsmokers who spend six-hour periods in outdoor smoking sections of bars and restaurants experience a significant increase in levels of cotinine when compared to the cotinine levels in a smoke-free outdoor area.⁶ Smoking tobacco is a form of air pollution, a positive danger to health, and a material public nuisance.

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

Section 1. ~~A new section shall be created in Chapter 54,~~

Article III of the Paducah Code of Ordinances shall be amended to which shall prohibit the use of tobacco products in buildings open to the public places of employment, and enclosed public places, and certain municipally-owned outdoor areas.

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Section 2. Definitions.

A. For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (1) ~~*Building* means any structure open to the public that is enclosed from the weather, whether or not windows or doors are actually left open. If a person owns, leases, or possesses only a portion of a building, the term building applies to the ownership, leasehold, or possessory interest as well.~~

- (1) *Bar* means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of those beverages, including but not limited to, taverns, nightclubs, cocktail lounges, and cabarets.

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- (2) *Business* means a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold; professional corporations and other entities where legal, medical, dental, engineering,

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and architectural, or other professional services are delivered; and private clubs.

~~(2)(3)~~ Common Area means any area where individuals may congregate such as hallways, lobbies, restrooms, and elevators.

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~~(4)~~ Dwelling means any place used primarily for sleeping overnight and conducting activities of daily living, including, without limitation, a hotel or motel room or suite, or a hospital, hospice, or nursing home room. This does not include a hotel or motel room or suite, or a hospital, hospice, or nursing home.

~~(5)~~ Electronic smoking device means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

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~~(2)~~ _____

~~(4)~~ Enclosed area means any place that

a) ~~is closed overhead by a roof or other covering of any material, whether permanent or temporary; and~~

b)a) _____ has forty percent (40%) or more of its perimeter closed in by walls or other coverings of any material, whether permanent or temporary.

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~~(5)(6)~~ Employee means a person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his or her services for a non-profit entity.

~~(6)(7)~~ Employer means a person, business, partnership, association, unincorporated association, limited liability company, corporation, including a municipal corporation, trust, or non-profit entity, that employs the services of one or more individual persons.

~~(8)~~ Enclosed public place means any place that

a) ~~Is closed overhead by a roof or other covering of any material, whether permanent or temporary; and~~

b) ~~has forty percent (40%) or more of its perimeter closed in by walls or other coverings of any material, whether permanent or temporary; and~~

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(9)c) the public is invited or in which the public is permitted, including but not limited to, banks, bars, educational facilities, gambling facilities, health care facilities, hotels and motels, laundromats, public transportation vehicles and facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.

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(8)(9) Hookah means a water pipe and any associated products and devices which are used to produce fumes, smoke, and/or vapor from the heating or burning of material including, but not limited to, tobacco, shisha, or other plant matter.

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(10) Person shall include the owner, lessee, principal manager, or any individual or corporation, limited liability company, business, partnership, association, unincorporated association, municipal corporation, trust, or any non-profit entity having control of a building, as the term building is defined herein, or the agent or employee of any such owner, lessee, principal manager, individual or corporation.

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(9)(11) Place of Employment means an enclosed area under the control of a public or private employer, including, but not limited to, work areas, private offices, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, construction sites, temporary offices, and vehicles. A private residence is not a "place of employment" unless it is used as a child care, adult day care, or health care facility.

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(12) Playground means any park or recreational area designed in part to be used by children that has play or sports equipment installed or that has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds or on Paducah grounds, grounds owned by the city of Paducah or an agency thereof.

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(10) —
(13) Private organization or club means an establishment which maintains selective members, is operated by the membership, does

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not provide food, drink, entertainment, or lodging for pay to anyone who is not a member or accompanied by a member and is not profit oriented, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for organization purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501.-

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~~Recreational Area means any public or private area open to the public for recreational purposes, whether or not any fee for admission is charged, including but not limited to, athletic fields, beaches, gardens, parks, plazas, skate parks, swimming pools, and trails.~~

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(14) ~~Restaurant~~ means an eating establishment, including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.

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(14)(15) ~~Retail Tobacco Store~~ means a retail store devoted primarily to the sale of any tobacco product, including, but not limited to, cigarettes, cigars, pipe tobacco and chewing tobacco, and accessories in which the sale of other products is merely incidental. The sale of such other products shall be considered incidental if such sales generate less than one-third of the total annual gross sales.

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(14)(16) ~~Smoke or Smoking~~ shall mean the act of possessing, carrying, burning, inhaling or exhaling the smoke of any lighted cigarette, cigar, or pipe, or other combustible tobacco product. ~~any lighted or heated cigarette, cigar, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. Smoking also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form, or the use of any oral~~

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smoking device for the purpose of circumventing the prohibition of smoking in this Article.

(17)

(13) Sports Arena means a place open to the public where people assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events, including sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, and bowling alleys.

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(14) Tobacco Warehouse means any warehouse building offering tobacco for purchase at auction and meeting the definition established in KRS 248.010(4).

Section 3. Prohibition in enclosed public places and places of employment.

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A. No person shall smoke within any building or enclosed area public place except in one of the following locations:

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a) In a retail tobacco store.

b) In any dwelling, unless the dwelling is also used as a childcare facility, adult day care center, hotel/motel guest room, or meets the definition of a common area as defined herein; health care facility,

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B. In a building, room, or hall being used by a person or group for a purely private social function that is not open to the public nor is admittance obtained by purchase of a ticket or the making of a donation; in any room used for psychological treatment of nicotine addiction by a licensed healthcare professional; or in a physically separate and independently ventilated room in a hospital, hospice facility, or nursing home open to all residents as a smoking room and for no other purpose.

C. In a retail tobacco store.

D. A performer as part of a theatrical production so long as adequate notice is provided to patrons before the performance.

E.B. Indoor smoking Smoking areas provided in state or federal governmental office buildings or workplaces pursuant to KRS 61.165.

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F. Facilities not open to the public operated by private organizations.

G. In a tobacco warehouse.

C. Smoking shall be prohibited in all enclosed places of employment

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without exception. This includes, without limitation, common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles, and all other enclosed facilities.

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D. Smoking shall be prohibited in all private and semiprivate rooms in nursing homes, and all hotel and motel guest rooms.

E. Smoking shall be prohibited in all enclosed places occupied by private organizations or clubs.

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H.F. Nothing in this chapter shall prevent a person in control of any place whatsoever from prohibiting smoking completely in such place, and no person shall fail to abide by such a private prohibition.

I-G. Nothing in this chapter shall authorize smoking in any place where it is otherwise prohibited by statute, ordinance, regulation, or by order of the Fire Marshall.

Section 4. Prohibition in Outdoor Places

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A. Smoking shall be prohibited in the following outdoor places:

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a. In all municipally-owned outdoor sports arenas, stadiums and amphitheatres, including ~~Smoking shall also be prohibited in, and within, 15 feet of, bleachers and grandstands for use by spectators at sporting and other public events.~~

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Comment [LE1]: No need to prohibit smoking within 15 feet of bleachers and grandstands if all smoking is prohibited in municipally-owned sports arenas and public parks. Ordinance allows smoking in privately owned outdoor areas, except playgrounds.

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b. In outdoor recreational areas.

c. In all outdoor playgrounds.

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d. In all outdoor public parks.

a-B. Adult smoking shall be permitted on the Paxton Park Golf Course.

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Section 5. Posting Signs.

A. Not less than two (2) No Smoking Signs or the international No Smoking Symbol consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it shall be clearly and conspicuously posted in every building and enclosed area public place. The party responsible for the placement of the signage is the owner, employer, operator, lessee, manager, or other person in control of the building or enclosed area public place.

B. Nothing in this chapter shall authorize the removal of no-smoking signs required by other statute, regulation, or ordinance.

C. All ashtrays or ash containers shall be removed from buildings and enclosed area public places, except for ashtrays for sale and not for use on the premises. Any permanent structure that previously functioned or was used as an ashtray shall be disabled or altered to prevent its use as an ashtray.

D. At least one sign stating that smoking is prohibited shall be posted on every employer-owned vehicle that constitutes a place of employment under this Article. The sign shall be visible from the exterior of the vehicle.

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Section 56. Reasonable Distance.

A. Smoking is prohibited within a reasonable distance from the outside entrance to any building or enclosed area public place so as to ensure that tobacco smoke does not enter the building or enclosed area public place through entrances,

windows, ventilation systems, or other means. Unless directed otherwise by the City Manager, the distance of fifteen (15) feet shall be deemed reasonable.

Section 67. Non-Retaliation and Non-Waiver of Rights.

A. No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment or customer because that employee, applicant for employment or customer exercises any rights afforded by this Ordinance or reports or attempts to prosecute a violation of this ordinance.

B. An employee who works in a setting where an employer allows smoking does not waive or otherwise surrender any legal rights the employee may have against the employer or any other party.

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Section 78. Enforcement.

A. The City Manager's Office shall designate the City departments responsible for enforcing this Ordinance.

B. Written notice of the provisions of this Ordinance shall be given to all applicants for a business license within the City of Paducah.

C. Any citizen who desires to register a complaint under this Ordinance may initiate enforcement with a written complaint to the City Manager.

D. The following departments, or their designees, shall, while performing otherwise legal inspections, inspect for compliance with this Ordinance: Fire Department, Inspection Department, Parks and Recreation, Public Works Department, and Finance Department.

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E. A person in control of a building or enclosed area-public place shall inform persons violating this Ordinance of the applicable provisions thereof and report non-compliance to City Manager.

F. No person having control of a building or enclosed area-public place shall fail to:

- (1) Immediately ask smokers to refrain from smoking in any no smoking area;
- (2) Use any other legal means which may be appropriate to further the intent of this chapter, including the action required by paragraph E., above.

G. Notwithstanding any other provision of this Ordinance, the City, or any person aggrieved by a failure to comply with this Ordinance, whether by commission or omission, including violations on the part of a person in control of a building or enclosed area-public place covered by this Ordinance, may bring legal action to enforce this Ordinance, either by civil action seeking injunctive relief or by criminal complaint in a court of competent jurisdiction.

Section 89. Violations and Penalties.

A. A person who smokes in an area where smoking is prohibited by the provisions of this Ordinance shall be guilty of a violation of the same, which violation shall be punishable by a fine not exceeding fifty dollars (\$50.00).

B. A person in control of a building or enclosed area public place who fails to comply with the provisions of this Ordinance shall be guilty of a violation punishable by:

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- (1) A fine not exceeding fifty dollars (\$50.00) for a first violation within a twelve month period.
- (2) A fine not exceeding one-hundred dollars (\$100.00) for a second violation within a twelve month period.
- (3) A fine not exceeding two hundred fifty dollars (\$250.00) for each additional violation within a twelve month period.

C. Persons who smoke in an area where smoking is prohibited by this Ordinance and who refuse to extinguish their smoking material when asked, may be required to leave the premises, and shall be subject to prosecution for trespass if they do not leave when asked.

D. In addition to the fines established by this Section, violation of this Ordinance by a person who controls a building or enclosed area public place more than three (3) times in any twelve-month period may result in the suspension or revocation of any permit or business license issued by the City to the person for the premises on which the violation occurred.

E. Violation of this Ordinance is declared to be a public nuisance which may be abated by the City or its designated agents by restraining order, preliminary and permanent injunction or other means provided for by law. The City may recover the reasonable costs of any court enforcement action seeking abatement of this nuisance.

F. Each calendar day on which a violation of this Ordinance occurs shall be considered a separate and distinct offense.

Section 10. Public Education

The McCracken County Agency for Substance Abuse Policy (ASAP) shall engage in a continuing program to explain and clarify the purposes and requirements of this Article to citizens affected by it, and to guide owners, operators, and managers in their compliance with it.

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Section 911. Severability.

If any section or portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, that section or portion shall be deemed severable and shall not affect the validity of the remaining sections of the ordinance.

Section 1012.

This Article shall be effective 30 days from the date of its adoption and publication.
The provisions of this ordinance shall be effective April 1, 2007.

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Section ~~11~~13. This ordinance shall be read on two separate days and shall be published in accordance with KRS Chapter 424.

Brandi Harless, Mayor

ATTEST:

Tammara Sanderson, City Clerk

Introduced by the Board of Commissioners _____ 2018
Adopted by the Board of Commissioners _____ 2018
Recorded by Tammara S. Brock, City Clerk _____ 2018
Published by *The Paducah Sun* on _____ 2018

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2.U.S. Department of Health and Human Services. How Tobacco Smoke Causes Disease: The Biology and Behavioral Basis for Smoking-Attributable Disease: A Report of the Surgeon General. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2010.

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