



**CITY COMMISSION MEETING  
AGENDA FOR MARCH 27, 2018  
5:30 P.M.  
CITY HALL COMMISSION CHAMBERS  
300 SOUTH FIFTH STREET**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS/DELETIONS**

**PROCLAMATION: Americorp National Service Recognition Day – Kristen Hedgebeth & Christine Thompson**

**PRESENTATION: Opioid Epidemic– Terry Hudspeth, Four Rivers Behavioral Health**

*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.*

	<b>I.</b>	<b><u>CONSENT AGENDA:</u></b>
		<b>A. <u>MINUTES</u></b>
		<b>B. <u>APPOINTMENT(S)</u></b>
		1. Board of Adjustment
		2. Paducah Golf Commission
		<b>C. <u>MOTION(S)</u></b>
		1. R & F Documents
		<b>D. <u>MUNICIPAL ORDER(S)</u></b>
		1. Personnel Actions – <b>M. RUSSELL</b>
		2. Approve Grant Application to the Law Enforcement Protection Program (LEPP) for body armor vests – <b>POLICE CHIEF BARNHILL</b>
		3. Approve Application for 2017-2018 KLCIS Workers' Compensation Safety Grant for Pool and Swim Safety Training and KLCIS Risk and Safety Conference – <b>A. CLARK</b>

		4. Approve Purchase of DV45 Double Drum Roller for EPW Department – <b>R. MURPHY</b>
		5. Approve Sale of Surplus Property Located at 2077 Broad Street – <b>T. TRACY</b>
	<b>II.</b>	<b><u>ORDINANCE(S) – ADOPTION</u></b>
		A. Approve Final Annexation of 1740 & 1770 New Holt Road – <b>T. TRACY</b>
		B. Amend Smoking Ordinance (Withdraw version as introduced on January 9, 2018)– <b>MAYOR HARLESS</b>
	<b>III.</b>	<b><u>ORDINANCE(S) – INTRODUCTION</u></b>
		A. Amend Smoking Ordinance – <b>MAYOR HARLESS</b>
		B. Approve Alley Closure between South 31 <sup>st</sup> Street and Maple Avenue – <b>R. MURPHY</b>
		C. Approve Contract for Pump Station #2 Construction – <b>R. MURPHY</b>
		D. Approve 911 Computer Assisted Dispatch (CAD) Purchase & Installation Contract– <b>E. MCMANUS</b> (Under legal review)
		E. Approve Logging Recorder Purchase & Installation Contract– <b>E. MCMANUS</b> (Under legal review)
		F. Approve Workstation Furniture Purchase & Installation Contract– <b>E. MCMANUS</b> (Under legal review)
		G. Approve Amendment to Professional Consulting Agreement for Computer-Aided Dispatch and Records Management System Implementation Oversight Support – <b>E. MCMANUS</b> (Under legal review)
	<b>IV.</b>	<b><u>COMMENTS</u></b>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	<b>V.</b>	<b><u>EXECUTIVE SESSION</u></b>

MARCH 13, 2018

At a Regular Meeting of the Board of Commissioners, held on Tuesday, March 13, 2018, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5).

**INVOCATION**

Commissioner Holland gave the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Harless led the pledge.

**PRESENTATION(S)**

(The following summaries for the presentations are from an excerpt from the City Commission Highlights prepared by Pam Spencer, Public Information Officer.)

**“REPORT ON OPIOIDS IN KENTUCKY – DR. PHILLIP CHANG, UNIVERSITY OF KENTUCKY**

Phillip Chang, M.D., chief medical officer at University of Kentucky HealthCare, made a presentation to the Paducah Board of Commissioners via Skype regarding the opioid crisis in Kentucky. In his presentation, Dr. Chang referenced a March 2018 paper he co-authored titled *Opioid Safety*. Dr. Chang said this is an issue in which more than a 100 Americans are dying every day from an opioid overdose. He added, “Seventy-five percent of illicit opioid use began with a straight-forward honest-to-goodness prescription from a physician like me.” In 2016, UK HealthCare created an opioid stewardship program aimed at reducing inappropriate prescriptions for opioids. The program closely looks at pain assessment and management strategies. Dr. Chang says the stewardship program is part of a comprehensive program for a community that addresses substance abuse treatment, harm reduction strategies, and overdose/misuse prevention. Dr. Chang referenced a 2016 UK HealthCare survey of prescribers and pharmacists at the institution regarding opioid prescribing. The general theme that emerged was, although providers felt opioids were overused, this overuse was largely driven by patient expectations. Dr. Chang says the opioid stewardship program has been a success at UK HealthCare with the hospital seeing a significant increase in the percentage of patients being released with no opioids. As the opioid stewardship program moves forward, Dr. Chang says the key is the education of patients, prescribers, and physicians across the state. Dr. Chang said, “It’s a slow process, and results don’t happen overnight.”

**PLANS TO IMPROVE STATE INTERSECTIONS – KENTUCKY  
TRANSPORTATION CABINET, DISTRICT 1**

Chief District Engineer Mike McGregor with the Kentucky Transportation Cabinet and Keith Damron of American Engineers, Inc. discussed the plans underway to improve three intersections in Paducah. The goal is to reduce the number of crashes at these intersections. At the intersection of 3<sup>rd</sup> Street and Jefferson Street, crash statistics show 25% of the crashes are due to side-swipes. The Cabinet plans to create a neck-down bulb out configuration which will improve a driver’s visibility at the intersection. At the intersection of 28<sup>th</sup> Street and Broadway, 34% of the crash are rear-end with 34% of the crashes at an angle. The solutions will be to change the lane patterns by restriping and adding more signage to create designated left only, through traffic, and right only lanes. The solutions for the intersection of U.S. 60 and Friedman Lane include the addition of striping to create a

right turn lane off U.S. 60 and the installation of channels to designate driveways into Hancock's. The work on these three projects is expected to be completed this year.

Regarding the I-24 exit 4 interchange improvement project, McGregor says the design is complete. The State is working to finalize agreements with utilities and purchase easements. The State already has approved the funds for the project. The project does include the addition of a multi-use sidewalk path on the north side of U.S. 60 from Coleman Road almost to James Sanders Boulevard. “

**CONSENT AGENDA**

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed. Commissioner Abraham asked for Item C(3), “Authorize Change Order #1 for Tennis Courts” be removed from the Consent Agenda. The Mayor asked the City Clerk to read the remaining items on the Consent Agenda.

I(A)	Minutes for the February 27, 2018 City Commission Meeting
I(B)1	<p><u>Minute File:</u></p> <ol style="list-style-type: none"> <li>1. Declaration of a Local State of Emergency for Paducah &amp; McCracken County dated February 26, 2018</li> <li>2. Certificates of Liability Insurance:             <ol style="list-style-type: none"> <li>a. A &amp; K Construction</li> <li>b. Wiggins Concrete Construction</li> <li>c. D C Electric of Benton, Inc.</li> <li>d. J.C. Cates Construction, Inc.</li> </ol> </li> </ol> <p><u>Deed File:</u></p> <ol style="list-style-type: none"> <li>3. Deed of Conveyance with Derrick Lee and Shera Ann Miller for 745 Massac Church Road (Massac Pump Station – Paducah Water) (ORD # 2018-1-8510)</li> <li>4. Quitclaim Deed with Alden &amp; Roberta Haydel for 1551 South 5<sup>th</sup> Street (MO # 2063)</li> <li>5. Deed of Conveyance with Chief Paduke Development Corporation for 3330 Wayne Sullivan Drive (MO # 2066)</li> </ol> <p><u>Contract File:</u></p> <ol style="list-style-type: none"> <li>6. Agreement with A &amp; K Construction for restoration and construction of City Hall Phase I Project (ORD # 2018-1-8512)</li> <li>7. Agreement with Tribeca, Inc. and Lawson Construction for emergency abatement of the property located at 131 South 3<sup>rd</sup> Street (Emergency Contract – Executed by Interim City Manager Mark Thompson)</li> <li>8. Change Order No. 1 with Bacon Farmer Workman Engineering, Inc. (BFW) for the Riverfront Redevelopment Project Phase IB (ORD # 2018-2-8516)</li> </ol> <p><u>Financial File:</u></p> <ol style="list-style-type: none"> <li>9. Certified Fraud Examiner’s Report in the matter of Section 8 Housing Assistance Program – Kemper CPA Group</li> <li>10. Museum of the American Quilter’s Society DBA National Quilt Museum Financial Statements for Years Ended June 30, 2017 &amp; 2016</li> <li>11. Paducah Water Works Financial Highlights for January 2018</li> </ol>

	<p><u>Bid file</u></p> <p>12. <u>Compost Grinding of Tree Debris &amp; Yard Waste</u> – Engineering Public Works Dept.</p> <p>a. Central Paving Company *</p> <p>b. Queen’s Tree Surgery</p> <p>13. <u>2018-2019 Concrete Program</u> – Engineering-Public Works Dept.</p> <p>a. Harper Construction, LLC *</p> <p>b. Wilkins Construction Company, Inc.</p> <p>14. <u>125 North 11<sup>th</sup> Street</u> – Planning Dept. (MO # 2077)</p> <p>a. Chris and Ginny Hutson *</p> <p>15. <u>432 Broadway Pocket Park</u> – Planning Dept. (ALL BIDS REJECTED)</p> <p>a. Jake Shelby Enterprises **</p> <p>b. Youngblood Excavating &amp; Contracting, LLC**</p> <p>*Denotes Recommended Bid ** Denotes Rejected Bid</p>
I(C)1	Personnel Actions
I(C)2	A MUNICIPAL ORDER AUTHORIZING THE PLANNING DEPARTMENT TO EXECUTE AN ELECTRONIC GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, FOR A FIRE PREVENTION & SAFETY GRANT IN THE AMOUNT OF \$22,800 FOR THE ANNUAL COMBINED CONFERENCE FOR FIRE SERVICE, ELECTRICAL, AND BUILDING PROFESSIONALS (M.O.#2079; BK 10)
I(C)3	A MUNICIPAL ORDER APPROVING CHANGE ORDER NO. 1 WITH CENTRAL PAVING COMPANY OF PADUCAH, INC., FOR THE FOR THE NOBLE PARK TENNIS COURT RECONSTRUCTION PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE ORDER (REMOVE FROM CONSENT AGENDA AT REQUEST OF COMMISSIONER ABRAHAM)
I(C)4	A MUNICIPAL ORDER ACCEPTING THE BID FOR THE CITY OF PADUCAH’S CALENDAR YEARS 2018 AND 2019 CONCRETE PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (M.O.#2080; BK 10)
I(C)5	A MUNICIPAL ORDER ACCEPTING THE BID OF CENTRAL PAVING COMPANY OF PADUCAH, INC., FOR COMPOST GRINDING OF TREE DEBRIS AND YARD WASTE, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME ((M.O.#2081; BK 10)

Mayor Harless offered motion, seconded by Commissioner Wilson, that the items on the Consent Agenda be adopted as presented minus Item I(C)3, “Authorize Change Order #1 for Tennis Courts”.

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

**MUNICIPAL ORDER**

**AUTHORIZE CHANGE ORDER #1 FOR TENNIS COURTS**

Mayor Harless offered motion, seconded by Commissioner Holland, that a Municipal Order entitled, "A MUNICIPAL ORDER APPROVING CHANGE ORDER NO. 1 WITH CENTRAL PAVING COMPANY OF PADUCAH, INC., FOR THE FOR THE NOBLE PARK TENNIS COURT RECONSTRUCTION PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE THE CHANGE ORDER," be adopted.

Adopted on call of the roll, yeas, Commissioners Holland, Rhodes, Wilson and Mayor Harless (4). Nays, Commissioner Abraham (1). (M.O. #2082; BK 10)

**ORDINANCE(S) – ADOPTION**

**APPROVE AND AUTHORIZE PROFESSIONAL SERVICES AGREEMENT FOR THE DEVELOPMENT OF THE CITY'S COMPREHENSIVE STORMWATER MASTER PLAN PHASE II**

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND STRAND ASSOCIATES, INC., FOR THE COMPREHENSIVE STORMWATER MASTER PLAN (CSMP) PROJECT PHASE II FOR THE DEVELOPMENT OF STORMWATER COMPLIANCE DOCUMENTS AND FUNDING STRATEGY IN AN AMOUNT NOT TO EXCEED \$257,040; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME." This ordinance is summarized as follows: The City hereby authorizes and approves an Agreement between the City and Strand Associates, Inc., for the development of stormwater program compliance documents and funding strategy for the Comprehensive Stormwater Master Plan Project Phase II in an amount not to exceed \$257,040, and authorizes the Mayor to execute the agreement.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD.#2018-3-8517; BK 35)

**ZONE CHANGE FOR 3101 - 3230 KENTUCKY AVE, 3101 – 3213 CLARK STREET & 243 – 247 SOUTH 31<sup>ST</sup> STREET W/AMENDMENT**

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FOR PROPERTIES LOCATED AT 3101, 3106, 3107, 3113, 3119, 3123, 3124, 3125, 3132, 3133, 3138, 3139, 3142, 3144, 3145, 3200, 3201, 3204, 3210, 3213, 3216, 3220, 3223, 3227 & 3230 KENTUCKY AVENUE AND 3101, 3107, 3113, 3117, 3121, 3125, 3201, 3207 & 3213 CLARK STREET AND 243, 245 & 247 SOUTH 31<sup>ST</sup> STREET FROM R-2 (LOW AND MEDIUM DENSITY RESIDENTIAL ZONE) TO B-1 (CONVENIENCE & SERVICE ZONE)." This Ordinance is summarized as follows: Rezone properties located at 3101-3230 Kentucky Avenue and 3101-3213 Clark Street and 243-247 South 31<sup>st</sup> Street from R-2 (Low and Medium Density Residential Zone) to B-1 (Convenience & Service Zone), and amending the Paducah Zoning Ordinance to effect such rezoning. Further, this ordinance includes an amendment to the Ordinance, which was adopted by the Board of Commissioners on February 27, 2018, that retail package liquor stores, retail tobacco stores,

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vape or electronic cigarette shops, and any other retail establishments that sell similar products shall be prohibited in the properties stated in the zone change.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD.#2018-3-8518; BK 35)

#### **ZONE CHANGE FOR 3116 KENTUCKY AVENUE W/AMENDMENT**

Commissioner Holland offered motion, seconded by Commissioner Abraham, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE APPROVING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONE CHANGE FOR PROPERTY LOCATED AT 3116 KENTUCKY AVENUE FROM R-2 (LOW AND MEDIUM DENSITY RESIDENTIAL ZONE) TO B-1 (CONVENIENCE & SERVICE ZONE)." This Ordinance is summarized as follows: Rezone property located at 3116 Kentucky Avenue from R-2 (Low and Medium Density Residential Zone) To B-1 (Convenience & Service Zone), and amending the Paducah Zoning Ordinance to effect such rezoning. Further, this ordinance includes an amendment to the Ordinance, which was adopted by the Board of Commissioners on February 27, 2018, that retail package liquor stores, retail tobacco stores, vape or electronic cigarette shops, and any other retail establishments that sell similar products shall be prohibited in the properties stated in the zone change.

Adopted on call of the roll, yeas, Commissioners Abraham, Holland, Rhodes, Wilson and Mayor Harless (5). (ORD.#2018-3-8519; BK 35)

#### **ORDINANCE(S) – INTRODUCTION**

##### **APPROVE FINAL ANNEXATION OF 1740 & 1770 NEW HOLT ROAD**

Commissioner Abraham offered motion, seconded by Commissioner Holland, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY FINALIZING THE ANNEXATION OF CERTAIN PROPERTIES LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTIES TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS." This Ordinance is summarized as follows: The City of Paducah hereby approves the final annexation of certain tracts of property contiguous to the present city limits, located at 1740 and 1770 New Holt Road, and containing 3.90 acres, more or less.

#### **COMMENTS**

##### **COMMENTS FROM THE CITY MANAGER**

- City Engineer-Public Works Director Rick Murphy updated the Paducah Board of Commissioners regarding the Ohio River at Paducah. Currently, Paducah is below 47 feet and dropping. Regarding the floodgates, Murphy says the large floodgate adjacent to the Convention Centers will be removed tomorrow in addition to a floodgate that is used by Western Rivers Boat Management. City crews also will be working on the river side of the floodwall to remove liter and organic debris. As the riverfront is cleaned, additional floodgates will be removed.
- Interim City Manager discussed the property located in the 1900 Block of Martin Luther King Drive that has the Martin Luther King monument. The City mows the property which is owned by the NAACP. The City and NAACP entered into an encroachment agreement in 1995. There is a light on City property at Oak Grove Cemetery that provides light for the monument. The NAACP purchases the flags for the monument. The City's cost is approximately \$1500 per year for the light and for the maintenance costs. Mayor Brandi Harless and other Commissioners want to review all of the properties that are maintained by the City but owned privately.

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**MOTION**

**TREE CONSERVATION PLAN**

Mayor Harless offered motion, seconded by Commissioner Rhodes, directing the Planning Director to create options for a tree conservation plan in relation to zoning ordinances.

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

**PUBLIC COMMENTS**

- Patti Bell, resident, requested the City improve the conditions of sidewalks. She uses a wheelchair scooter for transportation and sometimes has to get out in the street due to the condition of the sidewalk.
- Donald McNeil, resident, expressed his disappointment with the City's decision to continue to maintain the Martin Luther King, Jr. Memorial property on Park Avenue.

**ADJOURN**

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

Meeting ended at approximately 7:30 p.m.

**ADOPTED:** March 27, 2018

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City Clerk

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Mayor

March 27, 2018

Minute File:

1. Notice of Cancellation for the Board of Commissioners of the City of Paducah for March 6, 2018 & March 20, 2018

Deed File:

2. Deed of Conveyance with Richard Christian Hutson & Virginia Hutson for 125 North 11<sup>th</sup> Street (MO # 2077)

Contract File:

3. Memorandum of Agreement with Richard Christian Hutson & Virginia Hutson for Incentive for 125 North 11<sup>th</sup> Street (MO # 2078)
4. Contract for Services with Yeiser Art Center (Executed by CM)
5. Agreement with Harper Construction for the 2018-2019 Concrete Program (MO # 2080)
6. Agreement with Galls for Uniform Services for the Paducah Fire Department & E-911 Department (MO # 2072)
7. Agreement with Strand Associates, Inc. for the Comprehensive Stormwater Master Plan Phase II (ORD # 2018-3-8517)

Bid file

8. Floodwall Pump Station #2 Rehabilitation – Engineering Public Works Dept.
  - a. Harper Construction \*
  - b. Huffman Construction, LLC
9. Sale of Surplus Property – 2077 Broad Street – Planning Department
  - a. LaMarcus Harden \*
  - b. Bradley & Susan Brown

\* Denotes Recommended Bid

CITY OF PADUCAH  
March 27, 2018

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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.



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City Manager's Signature

3-22-2018

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Date

**CITY OF PADUCAH  
PERSONNEL ACTIONS  
March 27, 2018**

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

<b><u>PARKS SERVICES</u></b>	<b><u>POSITION</u></b>	<b><u>RATE</u></b>	<b><u>NCS/CS</u></b>	<b><u>FLSA</u></b>	<b><u>EFFECTIVE DATE</u></b>
Knight, Robert P.	Laborer	\$9.00/Hr.	NCS	Non-Ex	March 29, 2018
Marshall, Christopher E.	Laborer	\$9.00/Hr.	NCS	Non-Ex	March 29, 2018
Reid, Wesley A.	Laborer	\$9.00/Hr.	NCS	Non-Ex	March 29, 2018
Bickerstaff, William S.	Coach	\$8.50/Hr.	NCS	Non-Ex	March 29, 2018
Jernigan, Jaylen A.	Coach	\$8.50/Hr.	NCS	Non-Ex	March 29, 2018
Bilak, Chloe A.	Coach	\$8.50/Hr.	NCS	Non-Ex	March 29, 2018
Baird, Kolbie L.	Coach	\$8.50/Hr.	NCS	Non-Ex	March 29, 2018
Bruce, Meredith A.	Recreation Leader	\$8.37/Hr.	NCS	Non-Ex	May 24, 2018
Cates, Tristan G.	Recreation Leader	\$8.37/Hr.	NCS	Non-Ex	May 24, 2018
Crim, Donovan B.	Recreation Leader	\$8.37/Hr.	NCS	Non-Ex	May 24, 2018
Hollar, Noah C.	Coach	\$8.50/Hr.	NCS	Non-Ex	March 29, 2018
Hutson, William E.	Recreation Leader	\$11.00/Hr.	NCS	Non-Ex	March 29, 2018
Lewis, Hannah R.	Coach	\$8.50/Hr.	NCS	Non-Ex	March 29, 2018
Meier, Matthew C.	Coach	\$8.50/Hr.	NCS	Non-Ex	March 29, 2018
Shell, Kaitlyn N.	Recreation Leader	\$8.37/Hr.	NCS	Non-Ex	May 24, 2018
Williams, Taylor S.	Coach	\$8.50/Hr.	NCS	Non-Ex	March 29, 2018

**PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS**

	<b><u>PREVIOUS POSITION AND BASE RATE OF PAY</u></b>	<b><u>CURRENT POSITION AND BASE RATE OF PAY</u></b>	<b><u>NCS/CS</u></b>	<b><u>FLSA</u></b>	<b><u>EFFECTIVE DATE</u></b>
<b><u>PARKS SERVICES</u></b>					
Wurth, Mary E.	Administrative Asst. III \$16.98/Hr.	Administrative Asst. III \$17.49/Hr.	NCS	Non-Ex	March 29, 2018
Morsching, Taylor A.	Recreation Specialist \$16.72/Hr.	Recreation Specialist \$17.39/Hr.	NCS	Non-Ex	March 29, 2018

**TERMINATIONS - FULL-TIME (F/T)**

<b><u>POLICE OPERATIONS</u></b>	<b><u>POSITION</u></b>	<b><u>REASON</u></b>	<b><u>EFFECTIVE DATE</u></b>
Krueger, Brian W.	Police Assistant Chief	Retirement	3/31/2018

**TERMINATIONS - PART-TIME (P/T)/TEMPORARY/SEASONAL**

<b><u>EMERGENCY COMMUNICATION SRVCS</u></b>	<b><u>POSITION</u></b>	<b><u>REASON</u></b>	<b><u>EFFECTIVE DATE</u></b>
Newton, Michelle D.	Telecommunicator	Resignation	March 12, 2018
<b><u>EPW - FLOODWALL</u></b>			
Hagan, William R.	Temp - Floodwall Operator	Termination	March 13, 2018
<b><u>PARKS SERVICES</u></b>			
Smiley, Danielle C.	Asst. Special Events Coordinator	Resignation	March 29, 2018

**Agenda Action Form  
Paducah City Commission**

Meeting Date: 27 March 2018

Short Title: 2018 KY Office of Homeland Security LEPP Grant Application – Taser Replacement Project

Ordinance     Emergency     Municipal Order     Resolution     Motion

Staff Work By: A/C Brian Krueger, Chief Brandon Barnhill, Adam Shull  
Presentation By: Chief Barnhill

Background Information: The Kentucky Office of Homeland Security (KOHS), Law Enforcement Protection Program (LEPP) will reimburse law enforcement agencies for prior-approved items including body armor, duty weapons, ammunition and electronic control devices. The Police Department has received awards from this program in the past with the most recent allocation being in 2016 for Tasers and accessories.

The Police Department is proposing to submit an application in the amount of \$13,209 to reimburse the city for the purchase of 21 body armor vests. The vests will replace models whose useful life has expired. The LEPP program will reimburse the full cost of each vest since the cost per vest is \$629.

This program does not require matching funds.

Goal:  Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

Funds Available: Project Title:  
Project #:  
File #:  
Account #:

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

 Police Dept. Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO OBTAIN A 2018 REIMBURSEMENT GRANT THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY, LAW ENFORCEMENT PROTECTION PROGRAM, IN THE AMOUNT OF \$13,209 TO BE USED TO PURCHASE 21 BODY ARMOR VESTS FOR THE PADUCAH POLICE DEPARTMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a grant application and all documents necessary to obtain a 2018 reimbursement grant through the Kentucky Office of Homeland Security, Law Enforcement Protection Program, in the amount of \$13,209 to be used to reimburse the Paducah Police Department for the purchase of 21 body armor vests. No local cash or in-kind match is required.

SECTION 2. This order shall be in full force and effect from and after the date of its adoption.

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Mayor

ATTEST:

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Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, March 27, 2018  
Recorded by Tammara S. Sanderson, City Clerk, March 27, 2018  
\\mo\grants\police-app body armor KOHS LEPP 2018

**Agenda Action Form  
Paducah City Commission**

**Meeting Date:** 27 March 2018

**Short Title:** 2017-2018 Kentucky League of Cities (KLC) Insurance Services Workers' Safety Grant Application

Ordinance  Emergency  Municipal Order  Resolution  Motion

**Staff Work By:** Amie Clark, Martin Russell, Adam Shull

**Presentation By:** Amie Clark

**Background Information:** The KLCIS Safety Grant Program was developed in 1999 as a way for members to stretch their safety budgets. This grant has a 50/50 matching funds safety grant program that will reimburse a city up to \$3,000 for prior-approved items/equipment that will reduce Workers' Compensation exposures.

For this funding cycle, the Parks Services Department is applying for grant funding of \$2,015 to reimburse the cost of five staff members to attend trainings for the Certified Pool/Spa Operator Certification Program and the Certified Playground Safety Inspector Certification Program. The grant request also covers the cost of one Human Resources Department staff member attending the KLC Risk and Safety Conference. Matching funds in the amount of \$2,015 will be provided through the Parks Services Department's general budget.

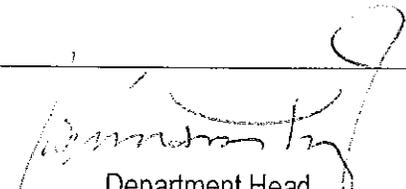
**Goal:**  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

**Funds Available:** Account Name:  
Account Number:

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

**Attachments:** None

 Department Head	City Clerk	 City Manger
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A 2017-2018 MATCHING INSURANCE SERVICES SAFETY GRANT AWARD IN THE AMOUNT OF \$2,015 FROM THE KENTUCKY LEAGUE OF CITIES FOR REIMBURSEMENT FOR EMPLOYEES TO ATTEND TRAININGS FOR POOL AND PLAYGROUND CERTIFICATIONS AND FOR CONFERENCES FEES TO ATTEND THE KENTUCKY LEAGUE OF CITIES RISK AND SAFETY CONFERENCE

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application to obtain a 2017-2018 matching Insurance Services Safety Grant in the amount of \$2,015 from the Kentucky League of Cities for reimbursement for five individuals to attend trainings for the Certified Pool/Spa Operator Certification Program and the Certified Playground Safety Inspector Certification Program. The grant will also cover the cost of one Human Resources employee to attend the KLC Risk and Safety Conference. Matching funds in the amount of \$2,015 will be provided through the Parks Services Department's budget.

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, March 27, 2018  
Recorded by Tammara S. Sanderson, City Clerk, March 27, 2018  
\\mo\grants\klc safety grant 2017-2018

# Agenda Action Form Paducah City Commission

Meeting Date: March 27, 2018

Short Title: Purchase of One (1) New Case DV45 Double Drum Roller to be used by the Street Department

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:

The City of Paducah has maintained a 23 year old Bomag Roller of which has exceeded its useful life. Given this piece of equipment's age and more recently having experienced a failure that would be very costly to repair, replacing this piece of equipment is in order at this time. Therefore, the EPW Department is requesting the authorization to purchase one (1) new Case DV45 Double Drum Roller from McKeel Equipment for a total of \$43,728.04. The aforementioned purchase price includes a credit of \$5,865.00 that represents 3 months rental for the use of the roller. The purchase of this roller will originate from a local dealer maintaining the Kentucky Master Agreement number MA #7581300000673 to be used by the EPW Street Division for the purchase of this piece of equipment. The funding for this purchase is possible through surplus fleet fund monies from FY18.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

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

3/12/2018  
Finance

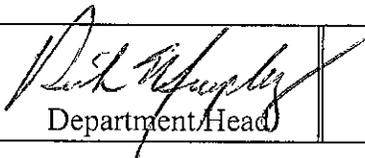
Account Number: ~~071-0210-542-4005~~  
7100-0210-540050

### Staff Recommendation:

To authorize the purchase of a new Case DV45 Double Drum Roller for use by the EPW Street Division from McKeel Equipment Co., Inc., for a quoted price of \$43,728.04.

### Attachments:

Quote and KY Master Agreement Information

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF ONE NEW CASE DV45 DOUBLE DRUM ROLLER IN THE AMOUNT OF \$43,728.04 FROM MCKEEL EQUIPMENT FOR THE ENGINEERING-PUBLIC WORKS DEPARTMENT STREET DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

WHEREAS, the Engineering-Public Works Department is in need of a new Case DV45 Double Drum Roller to be used by the Fleet Division; and

WHEREAS, this equipment is available under State of Kentucky Master Agreement Number MA 7581300000673, and, therefore, competitive bidding is not required.

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

SECTION 1. The Finance Director is authorized to pay the total sum of \$43,728.04 to McKeel Equipment Co., for the purchase of one (1) new Case DV45 Double Drum Roller for use by the Engineering-Public Works Department/Fleet Division, in compliance with the Kentucky State Purchasing Contract.

SECTION 2. The Mayor is hereby authorized to execute a contract with McKeel Equipment, for the purchase of one (1) new Case DV45 Double Drum Roller, authorized in Section 1 above.

SECTION 3. This expenditure shall be charged to Rolling Stock/Vehicles Fleet Lease Trust Fund account, account number 7100-0210-540050.

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, March 27, 2018  
Recorded by Tammara S. Sanderson, City Clerk, March 27, 2018  
\\mo\Street – purchase DV45 Double Drum Roller

CITY OF PADUCAH, KENTUCKY  
ENGINEERING-PUBLIC WORKS DEPARTMENT

AGREEMENT TO PURCHASE ONE CASE DV45 DOUBLE DRUM ROLLER

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2018 by and between the CITY OF PADUCAH, hereinafter called the OWNER, and McKeel Equipment Co. Inc., hereinafter called the VENDOR, for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **One Case DV45 Double Drum Roller** to be used by the Engineering-Public Works Department, Street Division in full compliance with the Bid Proposal Dated **February 20, 2018** 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 **10** 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: **Forty-Three Thousand Seven Hundred Twenty-Eight Dollars and Four Cents (\$43,728.04)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on March 27, 2018 by Municipal Order # \_\_\_\_\_.

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:

1939 N. 8th St.  
Paducah, Ky 42001

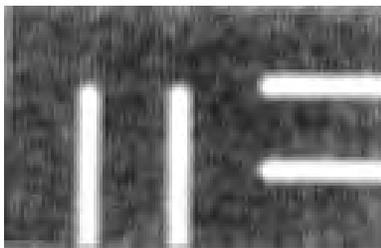
CITY OF PADUCAH, KENTUCKY

BY \_\_\_\_\_

Brandi Harless, Mayor

ADDRESS:

Post Office Box 2267  
Paducah, Kentucky 42002-2267



**mckeel equipment**

February 20, 2018

To: City of Paducah

Attn: Randy Crouch

Subject: Compaction Roller under State Contract

McKeel Equipment Co., Inc. proposes one new Case DV45 Double drum Roller under state contract – Common Wealth KY MA 7581300000673 Unit pricing valid to 3/18/2018. State price is list price less 32%.

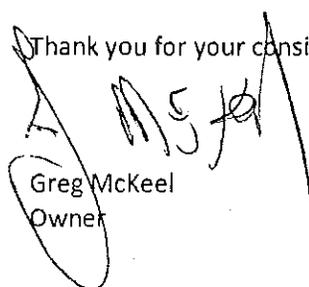
Commercial Model	List Price	List Less 32%
DV45 s/n NFNTW0058	\$71,128.00	\$48,367.04
Freight	\$876.00	\$876.00
Set Up	<u>\$350.00</u>	<u>\$350.00</u>
	\$72,354.00	\$49,593.04

This machine was new when the city rented it August 18 2017. Three month's rent from August 18 2017 to November 18 2017 at \$2,300.00 per month for 3 months equals \$6,900.00. 85% of the rent would apply to the purchase price.

State contract purchase price	\$49,593.04
85% OF \$6,900.00	<u>\$-5,865.00</u>
	\$43,728.04

**\*Warranty 12 Months.**

Thank you for your consideration,



Greg McKeel  
Owner



**ENGINE**

Model	Yanmar 4TNV88 Tier 4 Interim Certified
Type	Naturally aspirated
Cylinders	4
Bore/Stroke	3.46 x 3.54 in (88 x 90 mm)
Displacement	134.3 in <sup>3</sup> (2.2 L)
Fuel	#2 Diesel
Cooling	Liquid
Rated engine speeds	2500 RPM
Horsepower @ rated RPM:	
Gross	41.6 hp (31.0 kW)
Net	40.4 hp (30.1 kW)

**POWERTRAIN**

Drive	Hydrostatic
Drum driven	Front and rear
Drive pump motors:	
Variable displacement	1
Fixed displacement	2
Service brake	Hydrostatic
Parking/Emergency brake	SAHR
Max. relief pressure	6,454 psi (44.5 MPa)
Max. working speed	3.7 mph (6.0 kph)
Max. travel speed	6.2 mph (10.0 kph)
Gradeability (vibration off)	30° (40°)

**ELECTRICAL**

Voltage	12 Volts
Batteries	1 x 12 Volt
Battery reserve capacity	77 Ah/20 hour
Cold cranking amps	760 CCA

**OPERATOR ENVIRONMENT**

Insulated from chassis by flexible shock absorbers; Handrail; Instrument panel; Anti-vandal guard; Exceptional front/rear visibility; Lateral sliding seat; Foldable ROPS protection; Smooth single lever speed and direction control w/ vibration and water on/off controls.

**OPERATING WEIGHT**

Operating weight	10,296 lb (4670 kg)
Max. weight	11,244 lb (5100 kg)
Static linear load	94.8 lb/in (16.9 kg/cm)

**SERVICE CAPACITY**

Fuel tank	15.6 gal (59 L)
Engine oil	9.8 gal (37 L)
Hydraulic reservoir	9.8 gal (37 L)
Water tank	92.5 gal (350 L)

**OTHER SPECIFICATIONS**

<b>Steering:</b>	
Type	Oscillation/Articulated
Method	Hydrostatic
Pump type	Gear
Steering angle – left and right	32°
Oscillation angle	8°
Turning radius:	
Outside	161 in (4084 mm)
Inside	102 in (2581 mm)
<b>Vibration:</b>	
System	Series
Pump type	Gear
Vibration	Front and rear
Frequencies:	
Low	2,700 vpm (45 Hz)
High	3,420 vpm (57 Hz)
Number of amplitudes	2
Amplitudes:	
Low	0.014 in (0.36 mm)
High	0.217 in (0.55 mm)
Centrifugal force – each drum	11,690 lb (52 kN)



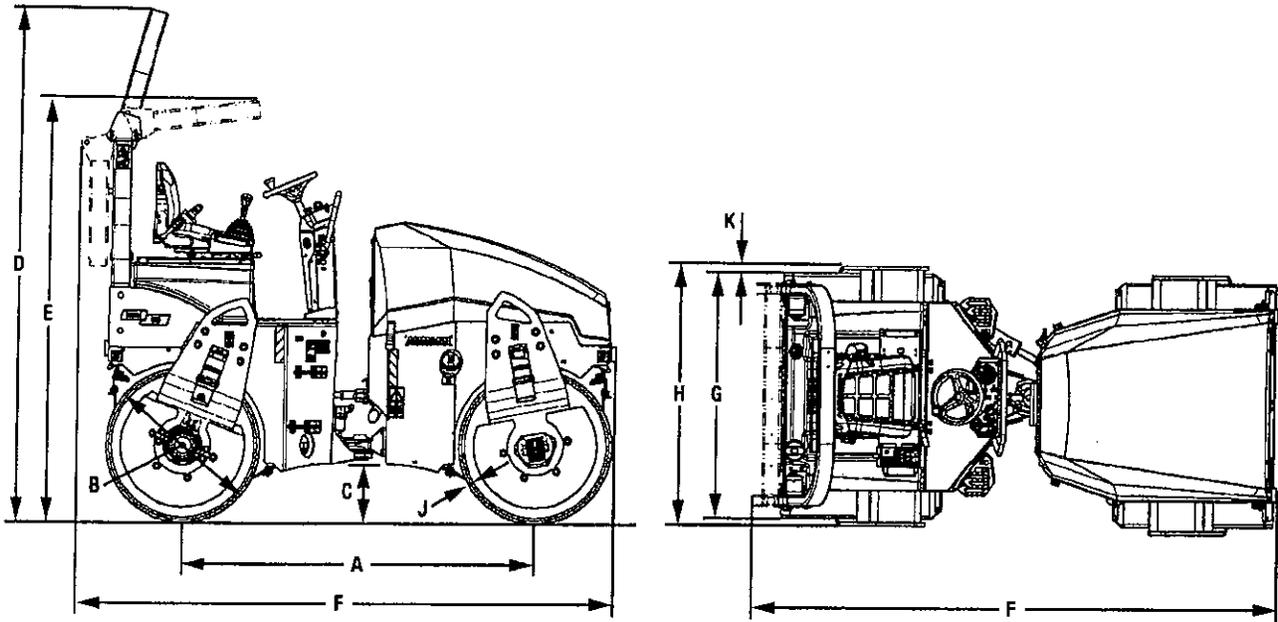
McKee Equipment Co., Inc.  
939 N. 6th Street  
Paducah, KY 42001  
(270) 444-0110

**STANDARD EQUIPMENT**

Foldable ROPS	Pressurized water system	Steering wheel spinner knob
Anti-vandal guard	Tapered drum edges	Spin-on fuel, engine oil and hydraulic filters
Hydrostatic drive for both drums	Vulcolon scrapers – adjustable	Tool box
Dual vibration	2-stage water filtration	Flip open hood
Front/Dual drum vibration control	Master disconnect switch	Indicator lights:
Auto vibration stop in neutral	Horn	Battery
Articulated chassis	Hourmeter	Engine oil pressure
Hydraulic oil cooler	Emergency stop button	Intake preheater
Backup alarm	4-point lift and tie down provision	Engine temperature
2 in (51 mm) retractable seat belt	Watering system drains	Parking brake
Lateral moving suspension seat w/ foldable arms	Electric fuse protection	Vibration on/off
		Sprinkler system on/off

**OPTIONAL EQUIPMENT**

Rotating beacon	Turn signals/flashers	Heated seat
3 in (76 mm) wide seat belt	Additional work lights – ROPS	Tiltable drum scrapers
Weather canopy	Arm rests	Infrared thermometer
Road lights	Dual drive levers	



Line drawings are for illustrative purpose only and may not be exact representation of unit.

## DIMENSIONS

A. Wheelbase	76.8 in (1950 mm)
B. Drum diameter	33.5 in (850 mm)
C. Ground clearance	12.8 in (325 mm)
D. Overall height	111.0 in (2826 mm)
E. Folded ROPS height	84.8 in (2155 mm)
F. Overall length	117.0 in (2971 mm)
G. Drum width	54.3 in (1380 mm)
H. Overall width	59.1 in (1503 mm)
J. Drum thickness	0.7 in (17 mm)
K. Drum offset	1.6 in (40 mm)

**CASE** Customer Assistance  
866-54-CASE6

NOTE: All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

NOTE: All engines meet current EPA emissions requirements.

IMPORTANT: Case Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Case Construction Equipment Inc. does not warrant the safety or reliability of attachments from other manufacturers.

Case is a registered trademark of CNH America LLC. Any trademarks referred to herein, in association with goods and/or services of companies other than CNH America LLC, are the property of those respective companies.

Form No. CCE201303DV45  
Replaces form no. CCE201208DV45Prelim

Printed in U.S.A.  
DV45 • Page 2 of 2

**CASE**  
CONSTRUCTION

[www.casece.com](http://www.casece.com)

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All Case construction equipment is biodiesel ready.



MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ACCEPTING THE BID OF LAMARCUS HARDEN IN THE AMOUNT OF \$5.00 PLUS RECORDING AND DEED PREPARATION FEES FOR REAL PROPERTY LOCATED AT 2077 BROAD STREET AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND ALL OTHER DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, pursuant to 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, a written determination has been made by the City Manager that the City does not have any use at this time or in the future for real property located at 2077 Broad Street, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids on February 18, 2018 and opened bids on March 12, 2018; and

WHEREAS, the City desires to accept the bid of LaMarcus Harden who proposes an investment of \$50,000 to place a manufactured home on the lot.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of LaMarcus Harden for the purchase of real property located at 2077 Broad Street for \$5.00 plus recording and deed preparation fees.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale of the real property approved in Section 1 above.

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, March 27, 2018  
Recorded by Tammara S. Sanderson, City Clerk, March 27, 2018  
\\mo\prop sale-2077 Broad Street



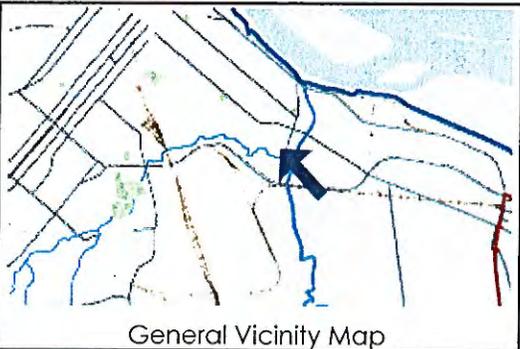
**STAFF REPORT & DETERMINATION**  
**DISPOSITION OF ASSETS**  
 MARCH 19, 2018

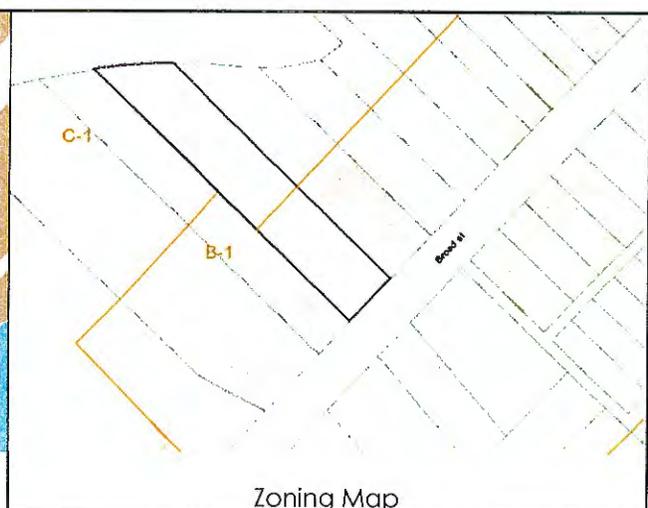
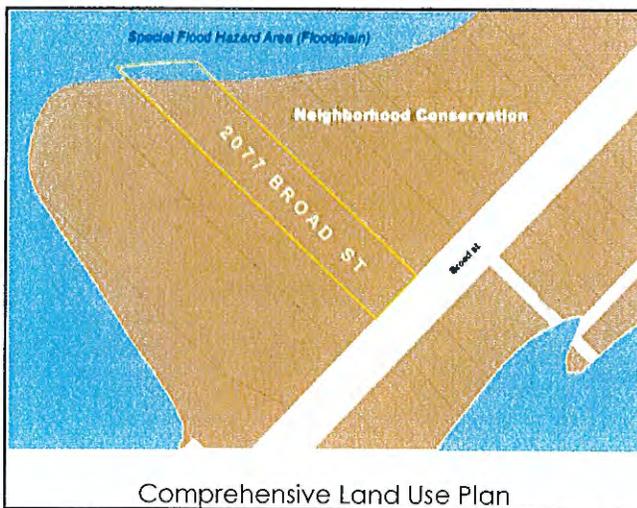
General Information

The disposition of surplus or excess property is governed by City Code Section 2-668; the sealed bid procedure is set out in City Code Section 2-645.

The disposition of any property requires a written determination that includes: a description of the property; its intended use at the time of acquisition; the reason why it is in the best interest of the city to dispose of the item; and the method of disposition to be used.

Property Description & Information

ADDRESS	2077 Broad Street	 <p>General Vicinity Map</p>
CASE NO.	SOA 2018-10	
SIZE OF PROPERTY	0.83 acres; 80' by 450' approx.	
IMPROVEMENTS	None	
ZONING	B-1 front half, C-1 rear half	
COMPREHENSIVE PLAN	Neighborhood Conservation	
FLOODPLAIN	Rear edge in Cross Creek SFHA	





Aerial of property

### Acquisition of the Property

The City of Paducah acquired the property at 2077 Broad Street by deed dated July 6, 2015 and recorded in Deed Book 1305 Page 581 recorded on July 31, 2015. The City had no intended use at the time of the acquisition. Surrounding properties are well maintained and generally of traditional design; therefore typical market forces are anticipated. Consequently, no neighborhood redevelopment programs are contemplated that include this parcel.

### Disposition of the Property

It is in the best interest of the City to transfer ownership of this property to a responsible citizen placing the property back on the tax rolls and eliminating the maintenance and liability costs, provided the development would not destabilize or undermine property values in the surrounding area or be counter to future land use goals.

### Bid Information

In accordance with these regulations, a legal ad ran in the Paducah Sun on Feb. 18, 2018 requesting interested parties to submit a sealed bid on or before 9 AM on March 12, 2018. Notice was also posted on the property requesting sealed bids. Two bids were received before the deadline.

BID # 1	LaMarcus Harden	Bid Amount: \$5 plus deed preparation costs (\$77)
	Place a manufactured home on the lot; proposed investment is \$50,000.	
BID # 2	Bradley and Susan Brown	Bid Amount: \$100
	Trim large trees near the street and the overgrowth on the backside of the lot; the lot would be used for a vegetable garden since they reside across the street at 2054 Broad Street, which is heavily shaded.	

### Staff Recommendation

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Infill development is generally always preferred and encouraged; however, it must occur carefully so not to harm surrounding development, both existing and future. Consequently, any new home should be compatible and uphold the existing residential development pattern. The surrounding homes have front doors and ample porches oriented toward Broad Street; the dominant roof pitch matches or exceeds 4/12; and the construction of existing homes uses traditional residential materials and methods. These are the type of general characteristics that would be reviewed for compatibility.

Therefore, it is recommended to **accept Bid #1 and transfer the property** to LaMarcus Harden for his offer of \$5 plus the cost of deed preparation (\$60.00) and recoding fee (\$17.00) subject to the review and approval by the Director of Planning of the final site plan, elevations and construction plans of the manufactured home that would be located on the property.

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March 12, 2018

Bradley and Susan Brown propose to purchase property located at 2077 Broad Street.

We live at 2054 Broad Street, and the proposed property is across the street. We have a small shady yard that limits our gardening options. This property is flat and has a large sunny area back from the street that we would like to use as a vegetable garden. We would keep the large trees near the street and trim the overgrowth on the backside of the lot.

The lot does not have any building structures to improve and we do not intend to build any residential or commercial buildings.

We offer to pay the City of Paducah \$100.00 for the property located at 2077 Broad Street.

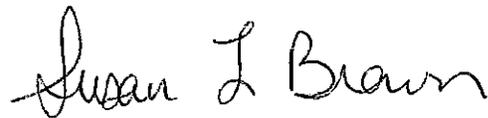
Bradley Samuel Brown and Susan Louise Brown

2054 Broad Street

Paducah, KY 42003

931-305-3189

931-627-0736

A handwritten signature in cursive script that reads "Susan L. Brown". The signature is written in black ink and is positioned to the right of the typed contact information.

City of Paducah  
Surplus Property  
Sealed Bid Form

To be used for vacant lot only

Date: 2-9-18

I/we proposal to purchase property located at: 2027 Broad Street

In consideration for the City of Paducah transferring the property; I/we propose to maintain the property in a manner that meets or exceeds the adopted property maintenance standards. In addition to maintaining the property; I/we propose to make the following improvements:

I want to put a 2000 sq ft manufactured home on the property. The home will be brand new

You may use the back of this sheet or attach additional pages if needed.

I/we will obtain all the necessary permits for the above improvements if applicable. All proposed improvements to the property will be completed by: March 1, 2019

Proposed value of improvements to the property: \$ 50,000

I/we offer to pay the City of Paducah \$ 5 for the property, plus the actual cost of the preparation of the deed and recording fees of approximately \$77.

Legal Name: LaMarcus Harden

Address: 1030 Martin Luther King Jr Drive

Home Phone Number: \_\_\_\_\_ Work Number 270-898-6897 Cell Number 270-564-6537

**This bid shall be submitted in a sealed envelope with the address of the property and the bidders name clearly printed on the outside of the envelope.**

The bid may be mailed or submitted in person to:

Nancy Upchurch  
City of Paducah  
Planning Department  
300 South 5<sup>th</sup> Street  
Post Office Box 2267  
Paducah, KY 42002-2237

If you have additional questions please contact  
Nancy Upchurch 270-444-8690 or by email at nupchurch@paducahky.gov

By my initials here LH I understand and agree that unless I request in writing and agree to pay for a title search and title insurance the City of Paducah shall transfer the property without any implied or express warranties against defects in the title prior to the City's acquisition of this property.

THE CITY OF PADUCAH AND URBAN RENEWAL AND COMMUNITY DEVELOPMENT AGENCY  
RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

# Agenda Action Form Paducah City Commission

Meeting Date: *March 13, 2018*

Short Title: Annex EMD Properties, LLC Property

Ordinance     Emergency     Municipal Order     Resolution     Motion

Staff Work by:            *Joshua P. Sommer*  
Presentation by:        *Tammara Tracy*

**Background Information:**

*The intent of this agenda item is to annex 1740 New Holt Road, 1770 New Holt Road and adjacent New Holt Road Right-of-Way into the City of Paducah. A townhome subdivision is proposed to be constructed at this location. Ms. Elizabeth Dome with EMD Properties, LLC requested annexation into the City via letter dated January 16, 2018. Because the initial R-1 Low Density Residential zoning will remain in place after final annexation, an intent to annex ordinance (as required by KRS 81A.420 (1)) is not required, pursuant to KRS 81A.412.*

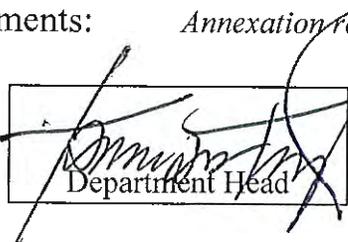
Goal:  Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

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

Finance
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Staff Recommendation: *Approval*

Attachments:            *Annexation request letter, Legal Description, Annexation Plat*

 Department Head	City Clerk	 City Manager
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AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY FINALIZING THE ANNEXATION OF CERTAIN PROPERTIES LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTIES TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS

WHEREAS, Elizabeth Dome of EMD Properties, LLC., the owner of the tracts of property located at 1740 and 1770 New Holt Road, requested annexation into the City of Paducah in writing to the Board of Commissioners of the City of Paducah; and

WHEREAS, since the initial R-1 Low Density Residential zoning will remain in place after final annexation, an intent to annex ordinance is not required, pursuant to KRS 81A.412; and

WHEREAS, the tracts of property are contiguous to the present city limits, are urban in character and will be developed into a townhome subdivision.

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

SECTION 1. It is the intent of the City of Paducah, Kentucky, to finalize annexation of the hereinafter described properties, and therefore that the hereinafter described properties be annexed to, and be made a part of the City of Paducah, Kentucky said real properties being more particularly and accurately described as follows:

3.90 ACRE  
ANNEXATION BOUNDARY  
ALONG RELOCATED HOLT ROAD

BEING A 3.90 ACRE TRACT OF LAND, LYING IN McCracken County KY ALONG A PORTION OF RELOCATED HOLT ROAD AND ALONG THE EAST SIDE OF RELOCATED HOLT ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING 1/2" IRON PIN AND CAP #2105, LOCATED AT AN EXISTING CORNER OF THE CITY LIMIT LINE OF THE CITY OF PADUCAH, KY AND LYING IN THE EAST RIGHT-OF-WAY LINE OF RELOCATED HOLT ROAD AND BEING THE SOUTHWEST CORNER OF THE EMD PROPERTIES, LLC PROPERTY (DEED BOOK 1347, PG 608), SAID POINT HAVING KY STATE PLANE COORDINATES, BASED ON NAD83 - KY SOUTH ZONE 1602 AS FOLLOWS:

NORTHING - 1,915,506.48

EASTING - 780,710.17

BEING THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED 3.90 ACRE TRACT;

THENCE LEAVING THE EAST RIGHT-OF-WAY LINE OF RELOCATED HOLT ROAD AND THE EXISTING CITY LIMIT LINE OF THE CITY OF PADUCAH, KY AND ALONG A NEW LINE CREATED THIS SURVEY, NORTH 82 DEGREES 36 MINUTES 14 SECONDS WEST, A DISTANCE OF 25.00 FEET TO A MAG NAIL SET IN THE CENTERLINE OF RELOCATED HOLT ROAD (STA. 103+13.73);

THENCE LEAVING THE CENTERLINE OF RELOCATED HOLT ROAD AND ALONG A NEW LINE CREATED THIS SURVEY, NORTH 82 DEGREES 53 MINUTES 41 SECONDS WEST, A DISTANCE OF 36.78 FEET TO A 1/2" BY 24 INCH IRON PIN AND CAP #3732 SET AS A WITNESS MONUMENT;

THENCE CONTINUING ALONG A NEW LINE CREATED THIS SURVEY, NORTH 82 DEGREES 53 MINUTES 41 SECONDS WEST, A DISTANCE OF 7.00 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED 3.90 ACRE ANNEXATION BOUNDARY, AND

LYING IN THE WEST RIGHT-OF-WAY LINE OF RELOCATED HOLT ROAD (STA. 103+13.46, 43.78 FEET LEFT) AND ALSO ALONG THE EAST LINE OF THE RANDOLPH B. & ANDREA M. ORR LOT D-1 (DEED BOOK 1335, PG. 783 – PLAT SEC. "J", PG 631);

THENCE ALONG AND WITH THE WEST RIGHT-OF-WAY LINE OF RELOCATED HOLT ROAD, NORTH 07 DEGREES 06 MINUTES 11 SECONDS EAST, A DISTANCE OF 18.24 FEET TO AN EXISTING IRON PIN (STA. 103+31.70, 43.88 FEET LEFT) LOCATED AT THE NORTH EAST CORNER OF THE ORR LOT D-1 AND ALSO THE SOUTHEAST CORNER OF THE FRANK & REBECCA ANN CRIDER LOT A1 (DEED BOOK 1147, PG 657, PLAT SEC. "K", PG 247) AND ALSO BEING LOCATED IN THE EXISTING CITY LIMIT LINE OF THE CITY OF PADUCAH, KY;

THENCE ALONG AND WITH THE CITY LIMIT LINE OF THE CITY OF PADUCAH, KY, NORTH 86 DEGREES 36 MINUTES 11 SECONDS EAST, A DISTANCE OF 10.17 FEET TO AN EXISTING ½ INCH IRON PIN (STA. 103+33.62, 33.90 FEET LEFT);

THENCE CONTINUING ALONG THE EXISTING CITY LIMIT LINE OF THE CITY OF PADUCAH, KY, NORTH 07 DEGREES 01 MINUTES 59 SECONDS EAST, A DISTANCE OF 366.78 FEET TO A 6 INCH BY 24 INCH CONCRETE MONUMENT SET (STA. 107+00.86, 35.61 FEET LEFT);

THENCE LEAVING THE EXISTING CITY LIMIT LINE OF THE CITY OF PADUCAH, KY AND ALONG A NEW LINE CREATED THIS SURVEY, SOUTH 82 DEGREES 57 MINUTES 57 SECONDS EAST, A DISTANCE OF 35.61 FEET TO A MAG NAIL SET IN THE CENTERLINE OF RELOCATED HOLT ROAD (STA. 107+00.65);

THENCE CONTINUING ALONG A NEW LINE CREATED THIS SURVEY, SOUTH 83 DEGREES 16 MINUTES 30 SECONDS EAST, A DISTANCE OF 25.00 FEET TO AN EXISTING IRON PIN AND CAP #2105 (STA. 107+00.65, 25.00 FEET RIGHT) LYING IN THE EAST RIGHT-OF-WAY LINE OF RELOCATED HOLT ROAD AND BEING LOCATED AT THE NORTHWEST CORNER OF THE EMD PROPERTIES, LLC TRACT 2 (DEED BOOK 1357, PG 754 – PLAT SECTION "M", PG. 1032);

THENCE CONTINUING ALONG THE NORTH LINE OF THE EMD PROPERTIES, LLC TRACT 2, SOUTH 82 DEGREES 56 MINUTES 47 SECONDS EAST, A DISTANCE OF 601.24 FEET TO AN EXISTING IRON PIN AND CAP (ILLEGIBLE) LYING AT THE NORTHEAST CORNER OF THE EMD PROPERTIES, LLC TRACT 2 AND BEING A CORNER TO THE KENNETH HAILEY ET. AL. PROPERTY (DEED BOOK 1168, PG 505 & DEED BOOK 766, PG 189);

THENCE ALONG AND WITH THE EAST LINE OF THE EMD PROPERTIES, LLC TRACT 2 AND THE WEST LINE OF THE HAILEY TRACT, SOUTH 23 DEGREES 42 MINUTES 14 SECONDS WEST, A DISTANCE OF 301.64 FEET TO AN EXISTING IRON PIN AND CAP #1645 (FOUND IN TREE) LYING IN THE EXISTING CITY LIMIT LINE OF THE CITY OF PADUCAH, KY AND LOCATED AT THE SOUTHWEST CORNER OF THE HAILEY TRACT AND IN THE NORTH LINE OF THE EMD PROPERTIES, LLC PROPERTY (DEED BOOK 1355, PG 040);

THENCE ALONG AND WITH THE EXISTING CITY LIMIT LINE OF THE CITY OF PADUCAH, KY AND ALONG THE NORTH LINE OF THE EMD PROPERTIES, LLC PROPERTY, (DEED BOOK 1355, PG 040) AND THE SOUTH LINE OF THE EMD PROPERTIES, LLC TRACT 2 (DEED BOOK 1357, PG. 754 – PLAT SEC. "M", PG 1032) NORTH 85 DEGREES 30 MINUTES 03 SECONDS WEST, A DISTANCE OF 267.81 FEET TO AN EXISTING 4 INCH BY 4 INCH CONCRETE MONUMENT, LOCATED AT THE NORTHEAST CORNER OF THE EMD PROPERTIES, LLC TRACT (DEED BOOK 1347, PG. 608);

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THENCE CONTINUING ALONG THE CITY LIMIT LINE OF THE CITY OF

PADUCAH, KY AND ALONG THE SOUTH LINE OF THE EMD PROPERTIES, LLC TRACT (DEED BOOK 1347, PG 608) NORTH 85 DEGREES 34 MINUTES 04 SECONDS WEST, A DISTANCE OF 249.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.81 ACRES.

THERE IS A LESS AND EXCEPTED PARCEL FROM THE HEREIN ABOVE DESCRIBED ANNEXATION DESCRIPTION AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING TRACT 1 AS SHOWN ON WAIVER OF SUBDIVISION PLAT FOR MARY VIRGINIA WILLIAMS AND BEING RECORDED IN PLAT SECTION "M", PG 1032.

THE TOTAL AREA TO BE ANNEXED INTO THE CITY OF PADUCAH, KY IS 3.90 ACRES.

THE 3.90 ACRE ANNEXATION PARCEL BEING ALL OF THE SAME PROPERTY CONVEYED TO EMD PROPERTIES, LLC BY DEED DATED JULY 13, 2017 AND RECORDED IN DEED BOOK 1347, PG 608 AND ALSO THE SAME PROPERTY CONVEYED TO EMD PROPERTIES LLC BY DEED DATED DECEMBER 29, 2017 AND RECORDED IN DEED BOOK 1357, PG. 754 AND ALSO THE SAME PROPERTY CONVEYED TO McCRACKEN COUNTY, KY BY DEED DATED APRIL 23<sup>RD</sup>. 1999 AND RECORDED IN DEED BOOK 914, PG. 472 AND ALSO THE SAME PROPERTY CONVEYED TO McCRACKEN COUNTY, KY BY DEED BOOK 886, PG 692 AND ALSO THE ROAD BED OF RELOCATED HOLT ROAD THAT IS LOCATED WEST OF THE EXISTING CENTERLINE OF RELOCATED HOLT ROAD.

THE HEREIN DESCRIBED 3.90 ACRE ANNEXATION PARCEL DESCRIPTION IS BASED ON A BOUNDARY SURVEY CONDUCTED BY SITEWORX SURVEY & DESIGN LLC AND ALL BEARINGS ARE BASED ON KY STATE PLANE COORDINATE SYSTEM, NAD83, KY SOUTH ZONE 1602.

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, March 13, 2018

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Tammara S. Sanderson, City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

\\ord\plan\final-annex – EMD Properties 1740 & 1770 New Holt Road (Laberri Farms)

January 16, 2018

Mr. Josh Sommer  
City of Paducah  
Department of Planning  
P. O. Box 2267  
300 South 5<sup>th</sup> Street  
Paducah, KY 42001-2267

RE: ***Request to Annex  
1740 & 1770 Holt Road  
Paducah, KY***

Dear Josh:

On behalf of our client, EMD Properties, LLC, we are requesting the property located at 1740 & 1770 Holt Road be annexed into the City of Paducah. Enclosed you will find ten copies of the Plat of Annexation along with a legal description of the property to be annexed. The total size of the property to be annexed is 3.607 acres.

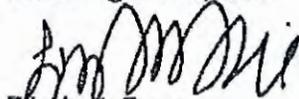
Should you have any questions regarding these findings, or if you require any additional information, please feel free to contact me at (270) 366-1012.

Sincerely,  
Siteworx Survey & Design, LLC



Jason L. Goins, P. E.  
Principal

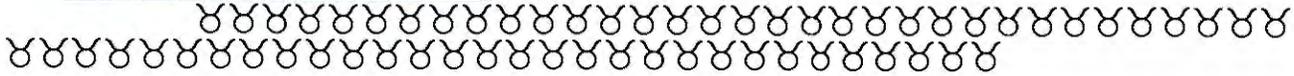
EMD Properties, LLC



Elizabeth Dome  
Member



[hsimmons@siteworxdesign.com](mailto:hsimmons@siteworxdesign.com)



3.90 ACRE  
ANNEXATION BOUNDARY  
ALONG RELOCATED HOLT ROAD

BEING A 3.90 ACRE TRACT OF LAND, LYING IN McCRACKEN COUNTY KY ALONG A PORTION OF RELOCATED HOLT ROAD AND ALONG THE EAST SIDE OF RELOCATED HOLT ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING ½" IRON PIN AND CAP #2105, LOCATED AT AN EXISTING CORNER OF THE CITY LIMIT LINE OF THE CITY OF PADUCAH, KY AND LYING IN THE EAST RIGHT-OF-WAY LINE OF RELOCATED HOLT ROAD AND BEING THE SOUTHWEST CORNER OF THE EMD PROPERTIES, LLC PROPERTY (DEED BOOK 1347, PG 608), SAID POINT HAVING KY STATE PLANE COORDINATES, BASED ON NAD83 – KY SOUTH ZONE 1602 AS FOLLOWS:

NORTHING – 1,915,506.48

EASTING – 780,710.17

BEING THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED 3.90 ACRE TRACT;

THENCE LEAVING THE EAST RIGHT-OF-WAY LINE OF RELOCATED HOLT ROAD AND THE EXISTING CITY LIMIT LINE OF THE CITY OF PADUCAH, KY AND ALONG A NEW LINE CREATED THIS SURVEY, NORTH 82 DEGREES 36 MINUTES 14 SECONDS WEST, A DISTANCE OF 25.00 FEET TO A MAG NAIL SET IN THE CENTERLINE OF RELOCATED HOLT ROAD (STA. 103+13.73);

THENCE LEAVING THE CENTERLINE OF RELOCATED HOLT ROAD AND ALONG A NEW LINE CREATED THIS SURVEY, NORTH 82 DEGREES 53 MINUTES 41 SECONDS WEST, A DISTANCE OF 36.78 FEET TO A ½" BY 24 INCH IRON PIN AND CAP #3732 SET AS A WITNESS MONUMENT;

THENCE CONTINUING ALONG A NEW LINE CREATED THIS SURVEY, NORTH 82 DEGREES 53 MINUTES 41 SECONDS WEST, A DISTANCE OF 7.00 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED 3.90 ACRE ANNEXATION BOUNDARY, AND LYING IN THE WEST RIGHT-OF-WAY LINE OF RELOCATED HOLT ROAD (STA. 103+13.46, 43.78 FEET LEFT) AND ALSO ALONG THE EAST LINE OF THE RANDOLPH B. & ANDREA M. ORR LOT D-1 (DEED BOOK 1335, PG. 783 – PLAT SEC. "J", PG 631);

THENCE ALONG AND WITH THE WEST RIGHT-OF-WAY LINE OF RELOCATED HOLT ROAD, NORTH 07 DEGREES 06 MINUTES 11 SECONDS EAST, A DISTANCE OF 18.24 FEET TO AN EXISTING IRON PIN (STA. 103+31.70, 43.88 FEET LEFT) LOCATED AT THE NORTH EAST CORNER OF THE ORR LOT D-1 AND ALSO THE SOUTHEAST CORNER OF THE FRANK & REBECCA ANN CRIDER LOT A1 (DEED BOOK 1147, PG 657, PLAT SEC. "K", PG 247) AND ALSO BEING LOCATED IN THE EXISTING CITY LIMIT LINE OF THE CITY OF PADUCAH, KY;

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# 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
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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

81331, 822, 2006

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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.<sup>2</sup>

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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.<sup>3</sup> 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.<sup>4</sup>

(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.<sup>5</sup> 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.<sup>6</sup> 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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(4) Enclosed area means any place that

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- 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.

(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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(7)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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(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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(12)(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 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:

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 6. 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 82. 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 413. 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

## REFERENCES

1. National Cancer Institute (NCI). "Health effects of exposure to environmental tobacco smoke: the report of the California Environmental Protection Agency. Smoking and Tobacco Control Monograph 10." Bethesda, MD: National Institutes of Health, National Cancer Institute (NCI), August 1999.
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.
3. Pitsavos, C.; Panagiotakos, D.B.; Chryschoou, C.; Skoumas, J.; Tzioumis, K.; Stefanadis, C.; Toutouzas, P., "Association between exposure to environmental tobacco smoke and the development of acute coronary syndromes: the CARDIO2000 case-control study." Tobacco Control 11(3): 220-225, September 2002.
4. World Health Organization (WHO). "Electronic nicotine delivery systems." World Health Organization (WHO), 2014.
5. Klepeis, N.; Ott, W.R.; Switzer, P., "Real-time measurement of outdoor tobacco smoke particles." Journal of the Air & Waste Management Association 57: 522-534, 2007.
6. Hall, J.C.; Bernert, J.T.; Hall, D.B.; St Helen, G.; Kudon, L.H.; Naeher, L.P., "Assessment of exposure to secondhand smoke at outdoor bars and family restaurants in Athens, Georgia, using salivary cotinine." Journal of Occupational and Environmental Hygiene 6(11): 698-704, November 2009.

## Agenda Action Form Paducah City Commission

Meeting Date: 3/27/18

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 smoke free ordinance (Chapter 54, Article II, Division 2 of the Paducah Code of Ordinances) to be amended to prohibit smoking in enclosed public places, places of employment, playgrounds, and municipally owned outdoor areas. Mayor Harless introduced that amendment at the January 9, 2018 regular meeting of the City Commission. Since that initial introduction, several revisions to the amendment have been made. As a result, a revised amendment to the current smoke free ordinance will be introduced at this meeting. Under this Ordinance smoking, which includes the use of electronic smoking devices, will be prohibited in enclosed public places and in all places of employment, whether public or private, except in screened in gazebos, private vehicles, retail tobacco stores, designated workplaces, and in private organizations or clubs. Additionally, under this Ordinance, smoking is prohibited in municipal and school-owned outdoor sports arenas and amphitheaters; public or private owned outdoor playgrounds, shelters, swimming pools, and spray-grounds; and municipally-owned outdoor public parks, playgrounds, trails, shelters, swimming pools, and spray-grounds, except outdoors at Paxton Park Golf Course. City-owned vehicles are required to have one no-smoking sign, but vehicles owned by businesses are not required to have signage.

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
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Staff Recommendation:

Attachments:

Department Head	City Clerk	City Manager
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211054

# 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

**January 9, 2018:** Ordinance introduced at City Commission meeting.

**January-March 2018:** Ordinance under legal review.

CITY OF PADUCAH  
ORDINANCE NO. 2018-\_\_\_ - \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 54, ARTICLE II “SMOKING IN PUBLIC PLACES,” DIVISION 2, “PUBLIC BUILDINGS” OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY**

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) 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.<sup>2</sup>
- (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.<sup>3</sup> 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 exposure of nonsmokers to secondhand smoke.
- (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 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.<sup>4</sup>

- (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.<sup>5</sup> 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.<sup>6</sup> Smoking tobacco is a form of air pollution, a positive danger to health, and a material public nuisance.

**WHEREAS**, as a result of the foregoing the City Commission hereby declares that it is in the interest of public health, welfare, and policy to amend Chapter 54, Article II, Division 2 of the Paducah Code of Ordinances to prohibit the smoking of tobacco products in enclosed public places, places of employment, and certain outdoor places.

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

**Section 1.** That the heading for Chapter 54, Article II is amended to read as follows:

**ARTICLE II. - ~~PUBLIC BUILDINGS~~ SMOKING IN PUBLIC PLACES**

**Section 2.** That the subheading for Chapter 54, Article II, Division 2 is amended to read as follows:

**DIVISION 2. - ~~PUBLIC BUILDINGS~~ ENCLOSED PUBLIC PLACES, PLACES OF EMPLOYMENT, AND CERTAIN OUTDOOR PLACES**

**Section 3.** That Section 54-51, “Definitions,” is hereby amended to read as follows:

**Section 54-51. - 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.~~

~~(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, 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.~~

~~(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, assisted living facility or nursing home.~~

~~(3)(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.

~~Enclosed area~~ means any place that is closed overhead by a roof or other covering of any material, whether permanent or temporary; and has forty percent (40%) or more of its perimeter closed in by walls or other coverings of any material, whether permanent or temporary.

~~(4)(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.

~~(5)(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;
- b) has forty percent (40%) or more of its perimeter closed in by walls or other coverings of any material, whether permanent or temporary, but not a screened in gazebo;  
and
- 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, adult day cares, assisted living 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, assisted living facility or health care facility.

~~(6)~~(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.

(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.

~~(7)~~(11) Place of Employment means an enclosed area (as defined in Section 2 A. (8) (a) and (b) above) 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, common area, construction sites, and temporary offices, ~~and vehicles.~~ A private residence is not a “place of employment” unless it is used as a child care, adult day care, assisted living facility or health care facility.

(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 publically or privately school owned grounds or on Paducah grounds, municipally owned grounds, owned by the city of Paducah or an agency thereof.

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

(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.

(8)(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.

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

(17) *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, athletic fields, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, tennis courts, pickleball courts, bocce ball courts, and bowling alleys. *Tobacco Warehouse* means ~~any warehouse building offering tobacco for purchase at auction and meeting the definition established in KRS 248.010(4).~~

**Section 4.** That Section 54-52, "Prohibition," is hereby amended to read as follows:

**Section 54-52. - Prohibition in Enclosed Public Places and Places of Employment.**

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

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

(2) In a private vehicle. 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.

(3) In a retail tobacco store.

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

B. (4) (5) Indoor smoking Smoking areas provided in state or federal governmental office buildings or workplaces pursuant to KRS 61.165.

(5) In all enclosed places owned and occupied by private organizations or clubs. ~~Facilities not open to the public operated by private organizations.~~

~~C. In a tobacco warehouse.~~

B. Smoking shall be prohibited in all places of employment, except as otherwise expressly provided in Section 54.52 A above.

C. Smoking shall be prohibited in all private and semiprivate rooms in all health care facilities, nursing homes, assisted living facilities, and hotel and motel guest rooms.

D. 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.

E. 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 5.** That Section 54-52.1, "Prohibition in Certain Outdoor Places" is hereby added to this Article and shall read as follows:

**Section 54-52.1. – Prohibition in Certain Outdoor Places.**

Smoking shall be prohibited in the following outdoor places:

- A. In all municipally-owned and all public or private school-owned outdoor sports arenas and amphitheaters.
- B. In all public or private owned outdoor playgrounds, shelters, swimming pools, and spray-grounds.
- a- C. In all municipally-owned outdoor public parks, playgrounds, trails, shelters, swimming pools, and spray-grounds, except outdoors at Paxton Park Golf Course.

**Section 6.** That Section 54-53, "Posting Signs," is hereby amended to read as follows:

**Section 54-53. - 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 ~~are~~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 ~~are~~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. One sign stating that smoking is prohibited shall be posted on every City-owned vehicle.

**Section 7.** That Section 54-54, “Reasonable Distance,” is hereby amended to read as follows:

**Section 54-54. – 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 8.** That Section 54-55, “Non-retaliation and Non-waiver,” is hereby amended to read as follows:

**Section 54-53. - 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.

**Section 9.** That Section 54-56, “Enforcement,” is hereby amended to read as follows:

**Section 54-56 - Enforcement.**

A. It is the legislative intent that this smoke-free ordinance will be enforced primarily by the Citizens of Paducah themselves. It is expected that the first step will be that an offended person will ask people to follow the law and stop smoking or using electronic smoking devices in violation of this ordinance.

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

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

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

C.E. The following departments, or their designees, ~~shall~~ may, while performing otherwise legal inspections, inspect for compliance with this Ordinance: Fire Department ~~–Fire Prevention Division, Inspection Department, Parks and Recreation Department, Public Works Department, and Finance Department~~ and Police Department.

D.F. 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.

E.G. 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 FE., above.

F. ~~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 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 10.** That Section 54-57, "Violations and Penalties," is hereby amended to read as follows:

**Section 54-57 - 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:

- (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 11.** That Section 54-58, "Public Education" is hereby added to this Article and

shall read as follows:

**Section 54-58. - Public Education**

The McCracken County Agency for Substance Abuse Policy (ASAP), or other such organizations organized and operated for the education and prevention of substance abuse in regard to tobacco, alcohol and other drugs 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.

**Section 12. 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 13. Effective Date.**

This Article shall be effective 30 days from the date of its adoption and publication.

**Section 14.** 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. Sanderson, City Clerk \_\_\_\_\_ 2018  
Published by *The Paducah Sun* on \_\_\_\_\_ 2018  
\\ord\revised smoking ordinance



## REFERENCES

1. National Cancer Institute (NCI), "Health effects of exposure to environmental tobacco smoke: the report of the California Environmental Protection Agency. Smoking and Tobacco Control Monograph 10," Bethesda, MD: National Institutes of Health, National Cancer Institute (NCI), August 1999.
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.
3. Pitsavos, C.; Panagiotakos, D.B.; Chrysoshoou, C.; Skoumas, J.; Tzioumis, K.; Stefanadis, C.; Toutouzas, P., "Association between exposure to environmental tobacco smoke and the development of acute coronary syndromes: the CARDIO2000 case-control study," *Tobacco Control* 11(3): 220-225, September 2002.
4. World Health Organization (WHO), "Electronic nicotine delivery systems," *World Health Organization (WHO)*, 2014.
5. Klepeis, N.; Ott, W.R.; Switzer, P., "Real-time measurement of outdoor tobacco smoke particles," *Journal of the Air & Waste Management Association* 57: 522-534, 2007.
6. Hall, J.C.; Bernert, J.T.; Hall, D.B.; St Helen, G.; Kudon, L.H.; Naehler, L.P., "Assessment of exposure to secondhand smoke at outdoor bars and family restaurants in Athens, Georgia, using salivary cotinine," *Journal of Occupational and Environmental Hygiene* 6(11): 698-704, November 2009.

# Agenda Action Form Paducah City Commission

Meeting Date: 3/27/2018

Short Title: Closure of Public Right Of Way between S. 31<sup>st</sup> Street and Maple Ave.

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: Maegan Mansfield, P.E., Engineering Project Manager  
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

**Background Information:** The following adjacent property owners have submitted an executed application requesting that the alley between 31<sup>st</sup> Street and Maple Avenue be closed:

- Alberta Davis, CC Crossroads, LLC; AMFM, LLC
- Burton Washburn, Burbanks Investment LLC
- Joseph Gorline

On February 19, 2018 the Paducah Planning Commission held a public hearing and made a positive recommendation to the City Commission for the closure. All of the utility companies have agreed to this closure.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

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

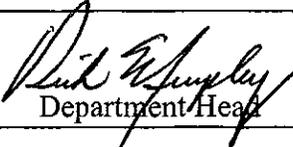
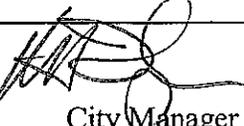
Finance
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**Staff Recommendation:**

To adopt an ordinance authorizing the closure of the alley located between South 31<sup>st</sup> Street and Maple Avenue and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

**Attachments:**

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

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2018-\_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE CLOSING OF AN ALLEY BETWEEN SOUTH 31<sup>ST</sup> STREET AND MAPLE AVENUE, PARALLEL TO LONE OAK ROAD AND KENTUCKY AVENUE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of an alley between South 31<sup>st</sup> Street and Maple Avenue, parallel to Lone Oak Road and Kentucky Avenue, and being more particularly described as follows:

**TRACT "A"**

A TRACT OF LAND CURRENTLY USED AS A PUBLIC WAY LOCATED BETWEEN MAPLE AVENUE (A 60 FOOT WIDE STREET) AND SOUTH THIRTY-FIRST (31ST) STREET (A 60 FOOT WIDE STREET), SITUATED IN THE CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE FOLLOWING CALL FROM THE CITY MONUMENT LOCATED AT THE INTERSECTION OF THE CENTERLINE OF CLARK STREET AND THE CENTERLINE OF SOUTH 31<sup>st</sup> STREET, N 25 deg. 31 min. 40 sec. W, 861.27 FEET FOLLOWING THE CENTERLINE OF SOUTH 31<sup>st</sup> STREET TO THE CENTER OF THE SUBJECT 25 FOOT WIDE PUBLIC ALLEY, THENCE ALONG THE CENTERLINE OF THAT PUBLIC ALLEY, S 64 deg. 28 min. 21 sec. W, 216.33 FEET TO THE AFOREMENTIONED POINT;

THENCE ALONG THE CENTERLINE OF THE SUBJECT ALLEY, S 13 deg. 42 min. 28 sec. W, 25.96 FEET;

THENCE N 76 deg. 15 min. 22 sec. W, 12.50 FEET TO A PROPERTY CORNER SHARED BY CC CROSSROADS, LLC (D.B. 1160, PG. 467) AND BURBANKS INVESTMENT, LLC (D.B. 998, PG. 440);

THENCE TO AND ALONG COMMON LINES WITH BURBANKS INVESTMENT, LLC (D.B. 998, PG. 440), N 13 deg. 42 min. 28 sec. E, 31.88 FEET;

THENCE S 50 deg. 54 min. 36 sec. E, 13.84 FEET TO THE POINT OF BEGINNING, CONTAINING 361.54 SQUARE FEET OR 0.008 ACRES.

**TRACT "B"**

A TRACT OF LAND CURRENTLY USED AS A PUBLIC WAY LOCATED BETWEEN MAPLE AVENUE (A 60 FOOT WIDE STREET) AND SOUTH THIRTY-FIRST (31ST) STREET (A 60 FOOT WIDE STREET), SITUATED IN THE CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE SAME STARTING POINT DESCRIBED FOR TRACT "A";

THENCE ALONG THE CENTERLINE OF THE SUBJECT ALLEY, N 64 deg. 28 min. 20 sec. E, 186.33 FEET;

THENCE N 25 deg. 31 min. 40 sec. W, 12.50 FEET TO THE EASTERNMOST PROPERTY CORNER OF ALBERTA AND MARSHALL DAVIS (D.B. 1255, PG. 717);

THENCE TO AND ALONG COMMON LINES WITH ALBERTA AND MARSHALL DAVIS (D.B. 1255, PG. 717) , S 64 deg. 28 min. 20 sec. W, 192.26 FEET;

THENCE S 50 deg. 54 min. 36 sec. E, 13.84 FEET TO THE POINT OF BEGINNING, CONTAINING 2,366.13 SQUARE FEET OR 0.054 ACRES.

**TRACT "C"**

A TRACT OF LAND CURRENTLY USED AS A PUBLIC WAY LOCATED BETWEEN MAPLE AVENUE (A 60 FOOT WIDE STREET) AND SOUTH THIRTY-FIRST (31ST) STREET (A 60 FOOT WIDE STREET), SITUATED IN THE CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE FOLLOWING CALL FROM THE CITY MONUMENT LOCATED AT THE INTERSECTION OF THE CENTERLINE OF CLARK STREET AND THE CENTERLINE OF SOUTH 31st STREET, N 25 deg. 31 min. 40 sec. W, 861.27 FEET FOLLOWING THE CENTERLINE OF SOUTH 31st STREET TO THE CENTER OF THE SUBJECT 25 FOOT WIDE PUBLIC ALLEY, THENCE ALONG THE CENTERLINE OF THAT PUBLIC ALLEY, S 64 deg. 28 min. 21 sec. W, 204.34 FEET TO THE AFOREMENTIONED POINT, THAT AFOREMENTIONED POINT ALSO BEING THE NORTHERNMOST POINT OF TRACT "D";

THENCE S 25 deg. 31 min. 39 sec. E, 12.50 FEET TO A PROPERTY CORNER OF CC CROSSROADS, LLC (D.B. 1179, PG. 300, D.B. 1160, PG. 483, D.B. 1160, PG. 467);

THENCE TO AND ALONG COMMON LINES WITH CC CROSSROADS, LLC (D.B. 1160, PG. 467), N 64 deg. 28 min. 20 sec. E, 174.34 FEET;

THENCE N 25 deg. 31 min. 40 sec. W, 12.50 FEET TO THE CENTERLINE OF THE SUBJECT ALLEY;

THENCE ALONG THE CENTERLINE OF THE SUBJECT ALLEY, S 64 deg. 28 min. 20 sec. W, 174.34 FEET TO THE POINT OF BEGINNING, CONTAINING 2,179.25 SQUARE FEET OR 0.050 ACRES;

**TRACT "D"**

A TRACT OF LAND CURRENTLY USED AS A PUBLIC WAY LOCATED BETWEEN MAPLE AVENUE (A 60 FOOT WIDE STREET) AND SOUTH THIRTY-FIRST (31ST) STREET (A 60 FOOT WIDE STREET), SITUATED IN THE CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE SAME STARTING POINT DESCRIBED FOR TRACT "A";

THENCE ALONG THE CENTERLINE OF THE SUBJECT ALLEY, N 64 deg. 28 min. 20 sec. E, 11.99 FEET;

THENCE S 25 deg. 31 min. 39 sec. E, 12.50 FEET TO A PROPERTY CORNER OF CC CROSSROADS, LLC (D.B. 1179, PG. 300, D.B. 1160, PG. 483, D.B. 1160, PG. 467);

THENCE TO AND ALONG COMMON LINES WITH CC CROSSROADS, LLC (D.B. 1179, PG. 300, D.B. 1160, PG. 483), S 64 deg. 28 min. 20 sec. W, 6.05 FEET;

THENCE TO AND ALONG COMMON LINES WITH CC CROSSROADS, LLC (D.B. 1260, PG. 606, D.B. 1179, PG. 300, D.B. 1160, PG. 483), S 13 deg. 42 min. 28 sec. W, 304.04 FEET TO A PROPERTY CORNER SHARED BY CC CROSSROADS, LLC (D.B. 1260, PG. 606) AND AMFM, LLC (D.B. 1345, PG. 572);

THENCE N 76 deg. 15 min. 22 sec. W, 12.50 FEET TO THE CENTERLINE OF THE SUBJECT ALLEY;

THENCE ALONG THE CENTERLINE OF THE SUBJECT ALLEY, N 13 deg. 42 min. 28 sec. E, 309.96 FEET TO THE POINT OF BEGINNING, CONTAINING 3,950.25 SQUARE FEET OR 0.091 ACRES;

**TRACT "E"**

A TRACT OF LAND CURRENTLY USED AS A PUBLIC WAY LOCATED BETWEEN MAPLE AVENUE (A 60 FOOT WIDE STREET) AND SOUTH THIRTY-FIRST (31ST) STREET (A 60 FOOT WIDE STREET), SITUATED IN THE CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING AT THE SOUTHEAST PROPERTY CORNER OF TRACT "A";

THENCE N 76 deg. 15 min. 22 sec. W, 12.50 FEET TO A PROPERTY CORNER SHARED BY CC CROSSROADS, LLC (D.B. 1160, PG. 467) AND BURBANKS INVESTMENT, LLC (D.B. 998, PG. 440);

THENCE TO AND ALONG COMMON LINES WITH CC CROSSROADS, LLC (D.B. 1179, PG. 300, D.B. 1160, PG. 483, D.B. 1160, PG. 467), S 13 deg. 42 min. 28 sec. W, 450.00 FEET TO THE EDGE OF MAPLE AVENUE;

THENCE ALONG THE EDGE OF MAPLE AVENUE, S 76 deg. 15 min. 22 sec. E, 12.50 FEET TO THE CENTERLINE OF THE SUBJECT ALLEY;

THENCE ALONG THE CENTERLINE OF THE SUBJECT ALLEY, N 13 deg. 42 min. 28 sec. E, 450.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5,625.00 SQUARE FEET OR 0.129 ACRES;

**TRACT "F"**

A TRACT OF LAND CURRENTLY USED AS A PUBLIC WAY LOCATED BETWEEN MAPLE AVENUE (A 60 FOOT WIDE STREET) AND SOUTH THIRTY-FIRST (31ST) STREET (A 60 FOOT WIDE STREET), SITUATED IN THE CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING AT THE SOUTHWEST PROPERTY CORNER OF TRACT "D";

THENCE S 76 deg. 15 min. 22 sec. E, 12.50 FEET TO A PROPERTY CORNER SHARED BY CC CROSSROADS, LLC (D.B. 1260, PG. 606) AND AMFM, LLC (D.B. 1345, PG. 572);

THENCE TO AND ALONG COMMON LINES WITH AMFM, LLC (D.B. 1345, PG. 572), S 13 deg. 42 min. 28 sec. W, 66.00 FEET;

THENCE N 76 deg. 15 min. 22 sec. W, 12.50 FEET TO THE CENTERLINE OF THE SUBJECT ALLEY;

THENCE ALONG THE CENTERLINE OF THE SUBJECT ALLEY, N 13 deg. 42 min. 28 sec. E, 66.00 FEET TO THE POINT OF BEGINNING, CONTAINING 825.00 SQUARE FEET OR 0.019 ACRES;

**TRACT "G"**

A TRACT OF LAND CURRENTLY USED AS A PUBLIC WAY LOCATED BETWEEN MAPLE AVENUE (A 60 FOOT WIDE STREET) AND SOUTH THIRTY-FIRST (31ST) STREET (A 60 FOOT WIDE STREET), SITUATED IN

THE CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING AT THE SOUTHEAST PROPERTY CORNER OF TRACT "E";

THENCE ALONG THE EDGE OF MAPLE AVENUE, S 76 deg. 15 min. 22 sec. E, 12.50 FEET TO THE SOUTHWEST PROPERTY CORNER OF JOSEPH WAYNE GORLINE (D.B. 768, PG. 414);

THENCE TO AND ALONG COMMON LINES WITH JOSEPH WAYNE GORLINE (D.B. 768, PG. 414, D.B. 959, PG. 530), N 13 deg. 42 min. 28 sec. E, 100.00 FEET;

THENCE N 76 deg. 15 min. 22 sec. W, 12.50 FEET TO THE CENTERLINE OF THE SUBJECT ALLEY;

THENCE ALONG THE CENTERLINE OF THE SUBJECT ALLEY, S 13 deg. 42 min. 28 sec. W, 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1,250.00 SQUARE FEET OR 0.028 ACRES;

BEARINGS IN THE ABOVE DESCRIPTIONS ARE BASED ON GRID NORTH AS DETERMINED BY KENTUCKY STATE PLANE COORDINATES, SOUTH ZONE (1602), NAD 83.

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

a. Alberta Davis of CC Crossroads, LLC, and AMFM, LLC, Burton Washburn of Burbanks Investment, LLC, and Joseph Gorline are the owners of property abutting the public way which the Board of Commissioners has authorized to be closed as is evidenced by the application for street and/or alley closing which is attached hereto and made part hereof.

b. On the 19<sup>th</sup> day of February, 2018, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

c. Written notice of the proposed closing was given to all property owners in or abutting the public way or the portion thereof being closed as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

d. All property owners in or abutting the public way or the portion thereof being closed have given their written notarized consent to the closing as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

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

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

SECTION 5. This 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, March 27, 2018

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Tammara S. Sanderson, City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

\ord\eng\stclosing\alley-South 31<sup>st</sup> & Maple Avenue

CERTIFICATION

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

\_\_\_\_\_  
City Clerk

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF AN ALLEY BETWEEN SOUTH 31<sup>ST</sup> STREET AND MAPLE AVENUE, PARALLEL TO LONE OAK ROAD AND KENTUCKY AVENUE.

WHEREAS, a public hearing was held on February 19, 2018 by the Paducah Planning Commission after advertisement pursuant to law, and

WHEREAS, this Commission has duly considered said proposal and has heard and considered the objections and suggestions of all interested parties who appeared at said hearing, and

WHEREAS, this Commission adopted a proposal to close an alley between South 31<sup>st</sup> Street and Maple Avenue, parallel to Lone Oak Road and Kentucky Avenue.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and Board of Commissioners of the City of Paducah to close an alley between South 31<sup>st</sup> Street and Maple Avenue, parallel to Lone Oak Road and Kentucky Avenue as follows:

TRACT "A"

A TRACT OF LAND CURRENTLY USED AS A PUBLIC WAY LOCATED BETWEEN MAPLE AVENUE (A 60 FOOT WIDE STREET) AND SOUTH THIRTY-FIRST (31<sup>ST</sup>) STREET (A 60 FOOT WIDE STREET), SITUATED IN THE CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE FOLLOWING CALL FROM THE CITY MONUMENT LOCATED AT THE INTERSECTION OF THE CENTERLINE OF CLARK STREET AND THE CENTERLINE OF SOUTH 31<sup>ST</sup> STREET, N 25 deg. 31 min. 40 sec. W, 861.27 FEET FOLLOWING THE CENTERLINE OF SOUTH 31<sup>ST</sup> STREET TO THE CENTER OF THE SUBJECT 25 FOOT WIDE PUBLIC ALLEY, THENCE ALONG THE CENTERLINE OF THAT PUBLIC ALLEY, S 64 deg. 28 min. 21 sec. W, 216.33 FEET TO THE AFOREMENTIONED POINT;

THENCE ALONG THE CENTERLINE OF THE SUBJECT ALLEY, S 13 deg. 42 min. 28 sec. W, 25.96 FEET;

THENCE N 76 deg. 15 min. 22 sec. W, 12.50 FEET TO A PROPERTY CORNER SHARED BY CC CROSSROADS, LLC (D.B. 1160, PG. 467) AND BURBANKS INVESTMENT, LLC (D.B. 998, PG. 440);

THENCE TO AND ALONG COMMON LINES WITH BURBANKS INVESTMENT, LLC (D.B. 998, PG. 440), N 13 deg. 42 min. 28 sec. E, 31.88 FEET;

THENCE S 50 deg. 54 min. 36 sec. E, 13.84 FEET TO THE POINT OF BEGINNING, CONTAINING 361.54 SQUARE FEET OR 0.008 ACRES.

TRACT "B"

A TRACT OF LAND CURRENTLY USED AS A PUBLIC WAY LOCATED BETWEEN MAPLE AVENUE (A 60 FOOT WIDE STREET) AND SOUTH THIRTY-FIRST (31<sup>ST</sup>) STREET (A 60 FOOT WIDE STREET), SITUATED IN THE CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE SAME STARTING POINT DESCRIBED FOR TRACT "A";

THENCE ALONG THE CENTERLINE OF THE SUBJECT ALLEY, N 64 deg. 28 min. 20 sec. E, 186.33 FEET;

THENCE N 25 deg. 31 min. 40 sec. W, 12.50 FEET TO THE EASTERNMOST PROPERTY CORNER OF ALBERTA AND MARSHALL DAVIS (D.B. 1255, PG. 717);

COPY

THENCE TO AND ALONG COMMON LINES WITH ALBERTA AND MARSHALL DAVIS (D.B. 1255, PG. 717), S 64 deg. 28 min. 20 sec. W, 192.26 FEET;

THENCE S 50 deg. 54 min. 36 sec. E, 13.84 FEET TO THE POINT OF BEGINNING, CONTAINING 2,366.13 SQUARE FEET OR 0.054 ACRES.

TRACT "C"

A TRACT OF LAND CURRENTLY USED AS A PUBLIC WAY LOCATED BETWEEN MAPLE AVENUE (A 60 FOOT WIDE STREET) AND SOUTH THIRTY-FIRST (31<sup>ST</sup>) STREET (A 60 FOOT WIDE STREET), SITUATED IN THE CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE FOLLOWING CALL FROM THE CITY MONUMENT LOCATED AT THE INTERSECTION OF THE CENTERLINE OF CLARK STREET AND THE CENTERLINE OF SOUTH 31<sup>ST</sup> STREET, N 25 deg. 31 min. 40 sec. W, 861.27 FEET FOLLOWING THE CENTERLINE OF SOUTH 31<sup>ST</sup> STREET TO THE CENTER OF THE SUBJECT 25 FOOT WIDE PUBLIC ALLEY, THENCE ALONG THE CENTERLINE OF THAT PUBLIC ALLEY, S 64 deg. 28 min. 21 sec. W, 204.34 FEET TO THE AFOREMENTIONED POINT, THAT AFOREMENTIONED POINT ALSO BEING THE NORTHERNMOST POINT OF TRACT "D";

THENCE S 25 deg. 31 min. 39 sec. E, 12.50 FEET TO A PROPERTY CORNER OF CC CROSSROADS, LLC (D.B. 1179, PG. 300, D.B. 1160, PG. 483, D.B. 1160, PG. 467);

THENCE TO AND ALONG COMMON LINES WITH CC CROSSROADS, LLC (D.B. 1160, PG. 467), N 64 deg. 28 min. 20 sec. E, 174.34 FEET;

THENCE N 25 deg. 31 min. 40 sec. W, 12.50 FEET TO THE CENTERLINE OF THE SUBJECT ALLEY;

THENCE ALONG THE CENTERLINE OF THE SUBJECT ALLEY, S 64 deg. 28 min. 20 sec. W, 174.34 FEET TO THE POINT OF BEGINNING, CONTAINING 2,179.25 SQUARE FEET OR 0.050 ACRES;

TRACT "D"

A TRACT OF LAND CURRENTLY USED AS A PUBLIC WAY LOCATED BETWEEN MAPLE AVENUE (A 60 FOOT WIDE STREET) AND SOUTH THIRTY-FIRST (31<sup>ST</sup>) STREET (A 60 FOOT WIDE STREET), SITUATED IN THE CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE SAME STARTING POINT DESCRIBED FOR TRACT "A";

THENCE ALONG THE CENTERLINE OF THE SUBJECT ALLEY, N 64 deg. 28 min. 20 sec. E, 11.99 FEET;

THENCE S 25 deg. 31 min. 39 sec. E, 12.50 FEET TO A PROPERTY CORNER OF CC CROSSROADS, LLC (D.B. 1179, PG. 300, D.B. 1160, PG. 483, D.B. 1160, PG. 467);

THENCE TO AND ALONG COMMON LINES WITH CC CROSSROADS, LLC (D.B. 1179, PG. 300, D.B. 1160, PG. 483), S 64 deg. 28 min. 20 sec. W, 6.05 FEET;

THENCE TO AND ALONG COMMON LINES WITH CC CROSSROADS, LLC (D.B. 1260, PG. 606, D.B. 1179, PG. 300, D.B. 1160, PG. 483), S 13 deg. 42 min. 28 sec. W, 304.04 FEET TO A PROPERTY CORNER SHARED BY CC CROSSROADS, LLC (D.B. 1260, PG. 606) AND AMFM, LLC (D.B. 1345, PG. 572);

THENCE N 76 deg. 15 min. 22 sec. W, 12.50 FEET TO THE CENTERLINE OF THE SUBJECT ALLEY;

THENCE ALONG THE CENTERLINE OF THE SUBJECT ALLEY, N 13 deg. 42 min. 28 sec. E, 309.96 FEET TO THE POINT OF BEGINNING, CONTAINING 3,950.25 SQUARE FEET OR 0.091 ACRES;

COB  
30

TRACT "E"

A TRACT OF LAND CURRENTLY USED AS A PUBLIC WAY LOCATED BETWEEN MAPLE AVENUE (A 60 FOOT WIDE STREET) AND SOUTH THIRTY-FIRST (31<sup>ST</sup>) STREET (A 60 FOOT WIDE STREET), SITUATED IN THE CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING AT THE SOUTHEAST PROPERTY CORNER OF TRACT "A";

THENCE N 76 deg. 15 min. 22 sec. W, 12.50 FEET TO A PROPERTY CORNER SHARED BY CC CROSSROADS, LLC (D.B. 1160, PG. 467) AND BURBANKS INVESTMENT, LLC (D.B. 998, PG. 440);

THENCE TO AND ALONG COMMON LINES WITH CC CROSSROADS, LLC (D.B. 1179, PG. 300, D.B. 1160, PG. 483, D.B. 1160, PG. 467), S 13 deg. 42 min. 28 sec. W, 450.00 FEET TO THE EDGE OF MAPLE AVENUE;

THENCE ALONG THE EDGE OF MAPLE AVENUE, S 76 deg. 15 min. 22 sec. E, 12.50 FEET TO THE CENTERLINE OF THE SUBJECT ALLEY;

THENCE ALONG THE CENTERLINE OF THE SUBJECT ALLEY, N 13 deg. 42 min. 28 sec. E, 450.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5,625.00 SQUARE FEET OR 0.129 ACRES;

TRACT "F"

A TRACT OF LAND CURRENTLY USED AS A PUBLIC WAY LOCATED BETWEEN MAPLE AVENUE (A 60 FOOT WIDE STREET) AND SOUTH THIRTY-FIRST (31<sup>ST</sup>) STREET (A 60 FOOT WIDE STREET), SITUATED IN THE CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING AT THE SOUTHWEST PROPERTY CORNER OF TRACT "D";

THENCE S 76 deg. 15 min. 22 sec. E, 12.50 FEET TO A PROPERTY CORNER SHARED BY CC CROSSROADS, LLC (D.B. 1260, PG. 606) AND AMFM, LLC (D.B. 1345, PG. 572);

THENCE TO AND ALONG COMMON LINES WITH AMFM, LLC (D.B. 1345, PG. 572), S 13 deg. 42 min. 28 sec. W, 66.00 FEET;

THENCE N 76 deg. 15 min. 22 sec. W, 12.50 FEET TO THE CENTERLINE OF THE SUBJECT ALLEY;

THENCE ALONG THE CENTERLINE OF THE SUBJECT ALLEY, N 13 deg. 42 min. 28 sec. E, 66.00 FEET TO THE POINT OF BEGINNING, CONTAINING 825.00 SQUARE FEET OR 0.019 ACRES;

TRACT "G"

A TRACT OF LAND CURRENTLY USED AS A PUBLIC WAY LOCATED BETWEEN MAPLE AVENUE (A 60 FOOT WIDE STREET) AND SOUTH THIRTY-FIRST (31<sup>ST</sup>) STREET (A 60 FOOT WIDE STREET), SITUATED IN THE CITY OF PADUCAH, McCRACKEN COUNTY, KENTUCKY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING AT THE SOUTHEAST PROPERTY CORNER OF TRACT "E";

THENCE ALONG THE EDGE OF MAPLE AVENUE, S 76 deg. 15 min. 22 sec. E, 12.50 FEET TO THE SOUTHWEST PROPERTY CORNER OF JOSEPH WAYNE GORLINE (D.B. 768, PG. 414);

THENCE TO AND ALONG COMMON LINES WITH JOSEPH WAYNE GORLINE (D.B. 768, PG. 414, D.B. 959, PG. 530), N 13 deg. 42 min. 28 sec. E, 100.00 FEET;

COBY

THENCE N 76 deg. 15 min. 22 sec. W, 12.50 FEET TO THE CENTERLINE OF THE SUBJECT ALLEY;

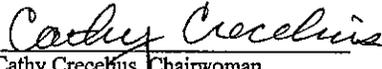
THENCE ALONG THE CENTERLINE OF THE SUBJECT ALLEY, S 13 deg. 42 min. 28 sec. W, 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1,250.00 SQUARE FEET OR 0.028 ACRES;

BEARINGS IN THE ABOVE DESCRIPTIONS ARE BASED ON GRID NORTH AS DETERMINED BY KENTUCKY STATE PLANE COORDINATES, SOUTH ZONE (1602), NAD 83.

SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

SECTION 3. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 4. Any agreements between the parties that are affected by the closure of this alley shall be forwarded to the City Commission with this Resolution.

  
Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on February 19, 2018

JAN 19 2018

COBY



CITY OF PADUCAH, KENTUCKY  
PUBLIC RIGHT-OF-WAY CLOSURE APPLICATION

RECEIVED  
MAR 15 2018  
ENGINEERING  
DEPARTMENT

Date: January 26, 2018

Application is hereby made to the Mayor and Board of Commissioners for the closing of:

Public Right-of-Way: Portion of public way between S. 31st St. and Maple Ave. in Paducah, KY

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a Plat showing the Public Right-of-Way to be closed. This Application indicating consent of the Public Right-of-Way closure, has been signed and notarized by all real property owners whose land adjoins the portion of Public Right-of-Way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Public Right-of-Way Closure Guarantee" must be attached.

Respectfully submitted by all adjoining property owners:

Alberta Powers  
Signature of Property Owner  
CC Crossroads, LLC  
Property Owner's Name Printed  
7 Westvale, Paducah, KY 42001  
Address

STATE OF KENTUCKY )  
COUNTY OF McCRACKEN )

The foregoing instrument was sworn to and acknowledged before me this 30 day of January, 2018 by Robert Keith Wilke

My Commission expires 9-15-18

Robert Keith Wilke  
Notary Public, State at Large



SEAL

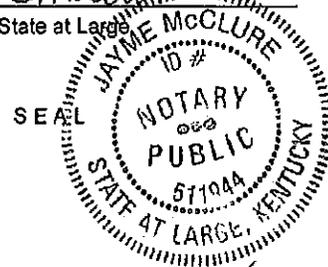
Burton A. Washburn Manager  
Signature of Property Owner  
Burbanks Investment, LLC  
Property Owner's Name Printed  
P.O. Box 1080, Paducah, KY 42001-1080  
Address

STATE OF KENTUCKY )  
COUNTY OF McCRACKEN )

The foregoing instrument was sworn to and acknowledged before me this 20<sup>th</sup> day of February, 2018, by Burton A. Washburn as Manager of Burbanks Investment, LLC

My Commission expires 5-20-2018

Jayne McClure  
Notary Public, State at Large



SEAL

RECEIVED  
MAR 15 2018  
ENGINEERING  
DEPARTMENT

STATE OF KENTUCKY )  
COUNTY OF McCRACKEN )

The foregoing instrument was sworn to and acknowledged  
before me this 30 day of January, 2018  
by Robert Keith Wilke

My Commission expires 9-15-18  
Robert Keith Wilke  
Notary Public, State at Large



SEAL

Alberta Davis  
Signature of Property Owner

AMFM, LLC  
Property Owner's Name Printed  
7 Westvale, Paducah, KY 42001  
Address

STATE OF KENTUCKY )  
COUNTY OF McCRACKEN )

The foregoing instrument was sworn to and acknowledged  
before me this 2<sup>nd</sup> day of February, 2018  
by Krista Mariotte

My Commission expires 8/24/20  
Krista Mariotte  
Notary Public, State at Large

ID# 563720

SEAL

Joseph Wayne Gorline  
Signature of Property Owner

Joseph Wayne Gorline  
Property Owner's Name Printed  
1345 Kentucky Ave., Paducah, KY 42001  
Address

STATE OF KENTUCKY )  
COUNTY OF McCRACKEN )

The foregoing instrument was sworn to and acknowledged  
before me this 30 day of January, 2018  
by Robert Keith Wilke

My Commission expires 9-15-18  
Robert Keith Wilke  
Notary Public, State at Large



SEAL

Alberta and Marshall Davis  
Signature of Property Owner

Alberta and Marshall Davis  
Property Owner's Name Printed  
7 Westvale, Paducah, KY 42001  
Address

**Agenda Action Form  
Paducah City Commission**

Meeting Date: ~~February 28<sup>th</sup>, 2018~~ **March 27, 2018**

**Short Title:** Flood Pump Station #2 Rehabilitation-Construction Bid Award

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 February 23rd, 2018, the Engineering Public Works (EPW) Department opened bids for the Flood Pump Station #2 Rehabilitation project. Two (2) bids were received as follows:

- Huffman Construction, LLC: \$4,947,000.00
- Harper Construction: \$4,994,141.53

The Design Engineer of Record, HDR Engineering, provided an opinion of probable cost for construction of \$5,388,336.00. HDR vetted each bid for compliance with grant authorities and to ensure all bid components were accurately submitted. HDR Engineering recommends Huffman Construction be awarded the project on the basis that Huffman Construction is the lowest responsive bidder, their bid was within 8.2% of the engineer's estimate, and the understanding the Huffman Construction is capable of performing the project scope and necessary resources to deliver a successful project.

The Pump Station #2 Rehabilitation project is a component a part of the larger Floodwall Rehabilitation project currently in progress with the USACE. The Floodwall Rehabilitation project includes rehabilitation of all pump stations, flap gates, seal closures, gate wells, t-walls, toe drains, i-wall investigation, and a new Pump Station #14. Pump Station #2 was taken on by the City of Paducah prior to receipt of funding for the overall Floodwall Rehabilitation project due to emergent needs of the pump station. All Pump Station #2 dollars will be submitted to the USACE to count towards the City's 35% "in-kind" match required as a part of the larger project.

The Pump Station #2 Rehabilitation project has received a \$1,000,000.00 Community Development Block Grant (CDBG) and a \$400,000.00 grant from the Delta Regional Authority (DRA). The rest of the funding will be loaned from the Kentucky Infrastructure Authority as a part of their Cleanwater State Revolving Fund (CWSRF) at a 0.5% interest rate and eligible forgiveness of \$1,300,000.00 with an eligible loan amount not to exceed \$5,100,000.00. The loan amount will cover design fees, resident inspection fees, construction administration fees, and construction fees.

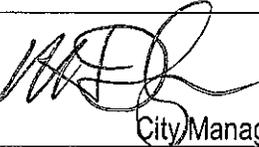
**Goal:**     Strong Economy     Quality Services     Vital Neighborhoods     Restored Downtowns

**Funds Available:** Account Name: Pump Station #2 Construction  
Project Number: FW0014  
Account Number: N/A

  
3/22/2018  
Finance

**Staff Recommendation:** Authorize the mayor to execute a contract with Huffman Construction in the amount of \$4,947,000.00 and authorize the Mayor to sign all necessary documents that correspond to the contract.

**Attachments:** Paducah PS#2 Bid Evaluation Letter

 Department Head	City Clerk	 City Manager
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ORDINANCE NO. 2018-\_\_\_\_\_

AN ORDINANCE ACCEPTING THE BID OF HUFFMAN CONSTRUCTION, LLC, FOR THE FLOODWALL PUMP STATION #2 REHABILITATION PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

WHEREAS, the City requested sealed competitive bids for the Floodwall Pump Station No. 2 Rehabilitation which is a component of the larger Floodwall Rehabilitation Project, currently in progress; and

WHEREAS, the bid of Huffman Construction, LLC, a Kentucky limited liability Company, dated February 23, 2018, in the amount of \$4,947,000.00 for the Floodwall Pump Station No. 2 Rehabilitation is in substantial compliance with the bid specifications; and

WHEREAS, Design Engineer of Record, HDR Engineering, and City staff are recommending that the bid be awarded and the contract be entered into with Huffman Construction, LLC.

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

SECTION 1. That the City of Paducah accepts the bid of Huffman Construction, LLC, in the amount of \$4,947,000.00, for construction services for the Floodwall Pump Station No. 2 Rehabilitation, said bid being in substantial compliance with the bid specifications, and as contained in the bid of Huffman Construction, LLC, dated February 23, 2018.

SECTION 2. That the Mayor is hereby authorized to execute a contract with Huffman Construction for the Floodwall Pump Station No. 2 Rehabilitation, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid and authorizing the Mayor to execute all other documents associated with the contract.

SECTION 3. This expenditure shall be charged to project account FW0014.

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

---

Mayor

ATTEST:

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Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, March 27, 2018

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Tammara S. Sanderson, City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

\ord\eng\bid-Floodwall Pump Station #2 Rehab Construction – Huffman



March 7, 2018

Rick Murphy, P.E.  
City of Paducah  
300 South 5<sup>th</sup> Street  
Paducah, KY 42003

RE: Bid Evaluation and Justification – Flood Pump Station #2 Rehabilitation

Dear Mr. Murphy:

The bids for the Flood Pump Station #2 Rehabilitation project were received and opened on February 23, 2018. The following two (2) bids were received:

- |                             |                |
|-----------------------------|----------------|
| ▪ Huffman Construction, LLC | \$4,947,000.00 |
| ▪ Harper Construction       | \$4,994,141.53 |

HDR's opinion of probable cost for construction (Engineer's OPCC) was \$5,388,336. The low bidder is within 8.19% of the engineer's estimate.

To develop the Engineer's OPCC HDR utilized our recent bidding history of projects with similar size and intricacy such as: Louisville Metropolitan Sewer District's 4<sup>th</sup> Street Flood Pump Station Improvements Project. Additionally, HDR requested numerous quotes from equipment and material manufacturers as well as utilizing RS means values, a common industry estimating tool, in several locations.

#### **Bid Tab Review**

In review of the two (2) bids the numbers are relatively close only a 1% difference between Huffman Construction, LLC and Harper Construction. Further review showed that almost all the bid items were somewhat consistent in price indicating the two (2) Contractors understood the project parameters. Below is a breakdown comparison of Table No 1 included in each Contractors Bid.

hdrinc.com

401 West Main Street, Suite 500  
Louisville, KY 40202-2936  
T 502.909.3234 F 502.909.3235



**Table No. 1**  
**Cost Distribution Among Various Construction Categories in Package A**

<b>Construction Category</b>	<b>Harper Construction</b>	<b>Huffman Construction, LLC</b>
Removal (Pumps #3 & #4)	\$86,879.00	\$108,000.00
Removal (Pumps #5 & #6)	\$91,239.00	\$108,000.00
Examination of Castings (Pumps #3 & #4)	\$96,795.00	\$79,200.00
Examination of Castings (Pumps #5 & #6)	\$96,759.00	\$50,200.00
New Pump Components (Pumps #3 & #4)	\$454,916.00	\$280,600.00
New Pump Components (Pumps #5 & #6)	\$345,120.00	\$210,740.00
Rehab/Rebuild (Pumps #3 & #4)	\$128,716.00	\$273,600.00
Rehab/Rebuild (Pumps #5 & #6)	\$166,698.00	\$217,520.00
Motor Rebuild (Pumps #3 & #4)	\$4,355.00	\$7,040.00
Motor Rebuild (Pumps #5 & #6)	\$19,822.00	\$34,450.00
Submersible Pump (Pump #1)	\$26,235.00	\$24,200.00
MH #24 Sluice Gate & Electric Actuator	\$136,500.00	\$48,000.00
Roof Work	\$126,135.24	\$103,000.00
<b>Total</b>	<b>\$1,780,169.24</b>	<b>\$1,544,550.00</b>

#### **Phone Interview**

HDR conducted a phone interview with Remington Huffman, Project Manager for Huffman Construction and the individual who prepared the Bid, on February 28, 2018. Items discussed during this interview were understanding of the project elements, construction timeframe and expectations, experience with this type of work, current workload, staff expertise, and financial commitments.

#### **Recommendation**

Upon review of the Bid Tab and conduction of a Phone Interview, HDR recommends the project be awarded to Huffman Construction. The following are the basis for this recommendation:

- Huffman Construction is the low responsive bidder.
- Huffman Construction's bid came within 8.19% of the engineer's estimate (OPCC) and within 1% of the next bidder.
- HDR feels Huffman Construction has a firm understanding of the project scope and necessary resources to deliver a successful project.

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Louisville, KY 40202-2936  
T 502.909.3234 F 502.909.3235



- Huffman Construction has demonstrated to be a qualified contractor capable of handling this type of work.

Please let me know if you have any questions comments or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'KJ' followed by a horizontal line.

Kyle Guthrie, P.E.  
Associate  
HDR

hdrinc.com

401 West Main Street, Suite 500  
Louisville, KY 40202-2936  
T 502.909.3234 F 502.909.3235



# Agenda Action Form Paducah City Commission

Meeting Date: 3/27/2018

Short Title: Computer Assisted Dispatch (CAD) System Purchase for 911.

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: McManus, Stringer, Barnhill, Zidar, Kyle, Tinsley, Chino.  
Presentation By: Ed McManus.

### Background Information:

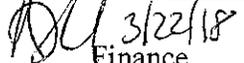
This is a major part of phase I of our 911 upgrade project. Primarily a software product combined with IT hardware components. Implementation is expected to take 12 – 18 months, bringing our dispatch capabilities & service current with industry marketplace and standards.

Request for Proposal was issued on August 21, 2017 with bid submission due October 20, 2017. This was a competitive bidding process and there was no public bid opening.

After receiving bids from 2 vendors, Tyler Technologies and Caliber, competitive scoring and negotiations were conducted with assistance from the consulting firm (Federal Engineering) contracted to assist us. Tyler Technologies was selected and we negotiated the initial bid of \$1,643,379.00 to an agreed price of \$916,282.00.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: 911 Project GOB  
Account Number: E91105

  
Finance

Staff Recommendation: The City Commission authorize Mayor Harless to execute a contract with Tyler Technologies/New World for the purchase and installation of a Computer Assisted Dispatch (CAD) system in the amount of \$916,282.00.

Attachments:

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

Meeting Date: 3/27/2018

Short Title: Logging Recorder purchase for 911.

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: McManus, Stringer, Barnhill, Zidar, Kyle, Tinsley, Chino.  
Presentation By: Ed McManus.

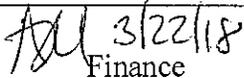
Background Information: This is a part of phase I of our 911 upgrade. This is a hardware and software component used to record all 911 communications center telephone conversations and radio transmissions.

Request for Proposal was issued on November 17, 2017 with bid submission due December 22, 2017. This was a competitive bidding process and there was no public bid opening.

After receiving bids from 2 vendors, Equature & Revcord, competitive scoring and negotiations were conducted with assistance from the consulting firm (Federal Engineering) contracted to assist us. Equature was selected and we secured a purchase price of \$261,699.00.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: 911 Project GOB  
Account Number: E91105

 3/22/18 Finance
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Staff Recommendation: The City Commission authorize Mayor Harless to execute a contract with Equature for the purchase and installation of a Logging Recorder system in the amount of \$261,699.00.

Attachments:

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

# Agenda Action Form Paducah City Commission

Meeting Date: 3/27/2018

Short Title: Dispatch Workstation Purchase for 911.

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: McManus, Stringer, Barnhill, Zidar, Kyle, Tinsley, Chino.  
Presentation By: Ed McManus.

Background Information: This is part of phase I of our 911 upgrade project. The current workstation is out of date and not configured to be compatible with the installation of new CAD, Logging Recorder, and Radio System (phase II).

Request for Proposal was issued on January 8, 2018 with bid submission due February 7, 2018. This was a competitive bidding process and there was no public bid opening.

After receiving bids from 7 vendors, competitive scoring and negotiations were conducted. Xybix was selected and we negotiated an agreed purchase price of \$69,018.30.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: 911 Project GOB  
Account Number: E91105

DUE 3/22/18 Finance
------------------------

Staff Recommendation: The City Commission authorize Mayor Harless to execute a contract with Xybix for the purchase and installation of a Dispatch Workstation in the amount of \$69,018.30.

Attachments:

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

Meeting Date: 3/27/2018

Short Title: Federal Engineering CAD Implementation Agreement.

Ordinance  Emergency  Municipal Order  Resolution  Motion

Staff Work By: McManus, Stringer, Barnhill, Zidar, Kyle, Tinsley, Chino.  
Presentation By: Ed McManus.

Background Information: This is an amendment to our original consulting agreement with Federal Engineering to provide oversight support of CAD installation on a "time & material" basis.

On August 18, 2016, the City of Paducah entered a professional consulting agreement with Federal Engineering for assistance with the 911 Communications Services Upgrade Project. The initial agreement is for the amount of \$252, 172.00.

The consulting agreement requires weekly teleconference calls, document reviews, site visits, etc. As the process evolves toward purchase and installation of Computer Assisted Dispatch (CAD) software, it is apparent there needs to be implementation support in addition to the original agreement.

This Implementation Agreement is for the amount of \$99,800.00 and provides support through an expected 12 – 18 month installation of extremely technical software containing several thousand individual items that must be verified and tested.

Although there have been minor amendments to the original agreement not in need of City Commission approval, this amendments is paramount in service and price. This was anticipated at inception of the original agreement, but impossible to determine until a vendor was selected and service agreed.

Goal:  Strong Economy  Quality Services  Vital Neighborhoods  Restored Downtowns

Funds Available: Account Name: 911 Project GOB  
Account Number: E91105

  
Finance

Staff Recommendation: The City Commission authorize Mayor Harless to amend our original agreement with Federal Engineering for support of CAD implementation oversight on a "time & material" basis in the amount not to exceed \$99,800.00.

Attachments:

 Department Head	City Clerk	 City Manager
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**Federal  
Engineering®**

**Federal Engineering, Inc.**

10600 Arrowhead Drive  
Fairfax, VA 22030  
703-359-8200

Issued: March 20, 2018

**ATTACHMENT TO  
PROFESSIONAL CONSULTING AGREEMENT**

**Dated: August 18, 2016**

**Amendment #1: August 18, 2016**

**Amendment #2: April 5, 2017**

**Amendment #3: August 24, 2017**

**Amendment #4: December 13, 2017**

**Amendment #5: January 26, 2018**

**Amendment #6 March 20, 2018**

**AMENDMENT #6  
PROJECT: PADKY-CAD-IMPLTN  
CITY OF PADUCAH, KENTUCKY**

**COMPUTER-AIDED DISPATCH AND RECORDS MANAGEMENT  
SYSTEM (CAD/RMS) IMPLEMENTATION OVERSIGHT SUPPORT**

**1. INTRODUCTION AND ISSUES**

The City of Paducah, Kentucky (City) is in the process of replacing their computer aided dispatch (CAD), records management system (RMS), and mobile data systems. In August 2016, the City retained Federal Engineering, Inc. (*FE/Kimball*) to assist them with defining requirements, developing procurement documents, and providing implementation support services for this project.

The City desires *FE/Kimball* to provide contract negotiations support for their upcoming best and final offer (BAFO) meeting with the highest-ranking vendor and provide implementation oversight and support to the CAD/RMS project.

**2. TASKS TO BE PERFORMED**

In response to the City's request, *FE/Kimball* will perform the tasks defined in this section.

**Task 1—Completion of Contract Negotiations and Procurement**

*FE/Kimball* will continue to support the current contract negotiations through to conclusion, so the City obtains the best value for their financial commitment. Research activities will be performed with other jurisdictions to compare costs and feature offerings to evaluate the consistency of vendor contract and pricing terms. Our experience indicates that the contract negotiation process for these types of projects may require the following steps:

- Assist staff in preparing a draft agreement based upon contracting requirements “boilerplate,” advice from the City’s procurement staff, and reviews of vendor contract documentation, installation agreements, licensing agreements, and support agreements, making changes as required so that they reflect client needs.
- Supplement the City’s contracting language with information about the project/system procurement SOW. This includes information from the request for proposals (RFP) regarding system design, functionality, and performance requirements and conditions. Information included is relevant to change order policies, testing, terms and conditions, and payment terms.
- Assist staff in negotiations with the vendor(s) whose exhibits and supplemental information should be combined and included into the contract document.
- Assist with deciding the “order of precedence” of documents in terms of vendor and the City responsibilities and expectations.
- Attend meeting(s) with the vendor(s) to review and discuss their contract offerings, including contract pricing and other key conditions. We will advise the City regarding options for resolution of differences so that a final agreement can be reached.

From our experience with these types of consulting projects, we believe the negotiation of a comprehensive contract with explicit terms, conditions, and performance measures is an essential risk-prevention step for a jurisdiction engaged in a complex technology procurement.

We anticipate that contract negotiations with the preferred vendor(s) can be completed within one month after selection of the preferred vendor.

### **Task 2—Project Management, Implementation Support, and Training (to be performed on a time and materials basis)**

The *FE/Kimball* project manager will work closely with the City of Paducah project manager to examine that the CAD/RMS systems successfully complete the necessary stages and that the selected vendor adheres to project requirements. *FE/Kimball’s* project team has been through many projects as public safety communications personnel and first responders, consultants, and vendors, and are aware of the roles and responsibilities of each and how they contribute to a successful project.

**Planning and Project Team Support**—Our team will work with and coordinate the selected system vendor to prepare an implementation plan for the replacement of the current systems. The development of this plan is instrumental in the management of the procured solution. This plan reflects key information relative to the implementation of the new systems and subsystems, including detailed milestones, implementation timelines, deliverables, budget, and definition of both the City’s and vendor contracted responsibilities and contingencies for key project activities.

The implementation plan for the new systems identifies the project deliverables and the interdependencies among deliverables to achieve project success. The plan includes an audit

trail to allow the participating agencies and the **FE/Kimball** team to record key events in the project execution, and to compare current status with planned milestones.

The system implementation plan will include known assumptions and constraints to the project, a staffing plan defining who and which organizations are responsible for tasks that are integral to the project, and risk management. This plan will provide a means of managing the project and reporting status, risks, delays, and problems that need to be resolved. This plan will serve as a tool for our team to evaluate contract compliance.

The **FE/Kimball** team will utilize the project plan throughout the implementation phase of the project to identify issues, recommend corrective actions, and report on the status of implementation progress. Our consultative support and subject matter expertise is provided throughout this phase to address project issues and alternatives.

Project status meetings will be scheduled on both a regular basis as agreed to with the City of Paducah, and ad hoc when circumstances and events require quick action. **FE/Kimball** will work with the City to make the best use of available conference technologies for both in-person and remote users. The **FE/Kimball** project manager will attend most project-level meetings in person. Emphasis will be given to attending meetings at the beginning of a new phase, for key milestones, and for the conclusion of each phase. **FE/Kimball** will facilitate by providing agenda, distribution of previously submitted materials, and completion and distribution of meeting minutes after review. The pattern of meetings, participants, and written reports will be documented in a communications plan that will clearly spell out how and when these events will occur and who is expected to participate or receive information as a result.

Once the contract with the vendor has been executed, the **FE/Kimball** team will perform the following installation and implementation tasks:

#### ***Task 2.1—Implementation Planning***

**FE/Kimball** will assist the City project manager and project team with scope control and change management. The **FE/Kimball** and City project managers will monitor scope on a continuous basis. Generally speaking, requirements take the following forms, and changes need to be considered carefully:

- Tasks and activities are enumerated in the schedule and described in greater detail in various plans.
- Deliverables are defined in the RFP and proposals and further in document descriptions.
- Requirements documentation describes the functional and non-functional requirements, and service levels to be provided by the vendor.
- Architecture, design, and other documentation describes how the system will perform from the perspective of end users, data maintenance, and system managers.
- Bill of materials and similar documents describe quantities of items such as hardware, software, and services to be provided.

Change requests to the project scope by project stakeholders should be encouraged. However, a process needs to be established within the requesting organization to determine the need and justification, to be forwarded to the project manager for their organization. The **FE/Kimball** and City project managers will log and review the change request and determine if the change is required. If a change is required, participants will agree to use the project change request. New or modified requirements will be jointly analyzed for impact on:

- Scope
- Schedule
- Quality
- Cost
- Other deliverables, staffing, or workload

**FE/Kimball** will assist the City in documenting and briefing the change request to project executives, and, if necessary, to the vendor. **FE/Kimball** will assist the City in negotiations of scope, cost, or schedule with the vendor as necessary. Change requests will be recorded and tracked. Current status will be maintained and included in the status reporting process.

**FE/Kimball** team members have a wide variety of expertise and experience in reviewing vendor submissions for quality and compliance. If other technical experts are required, in-house technical experts in IT, networks, radio, telephony, testing, and training are available.

A master list of both milestones (events or conditions) and deliverables (tangible items such as documents) will be maintained in conjunction with the project's master schedule. Additionally, **FE/Kimball** will work with the City on requiring the vendor to define the content, format, and other attributes of the deliverables so there are no surprises upon delivery. Deliverables will be tracked and will provide due dates, the responsible party, and the parties who will review and approve the deliverable and its current status.

**FE/Kimball** will review the project cutover plan with input from the City, the CAD/RMS vendor, as well as other third-party vendors and stakeholders. The cutover plan will be developed with input from stakeholders as to what is necessary from their perspective for a successful cutover. Tasks and milestones will be defined, put in order of precedence, and assigned to an individual who will report on status and completion as the cutover progresses. Typically, the plan will cover technologies (hardware, software, and networks), personnel and training, data preparation, documentation, and interfaced systems. The cutover plan will also describe the process for recording and resolving errors in system operation and for logging other indicators of the vendor's performance and other record keeping that will be used to determine if the system has met the criteria for acceptance.

#### **Task 2.2—System Design Review**

We will obtain and review detailed design plans/network diagrams for the implementation of the CAD/RMS system. Our project team will secure system documentation, including system diagrams, schematics, and as-built drawings from the system/equipment vendor. The

*FE/Kimball* team will review system documentation and make recommendations for additions/changes, so they meet the needs of the participating agencies and their stakeholders.

### ***Task 2.3—System Implementation***

*FE/Kimball* will provide project oversight services for installation and acceptance of the procured CAD/RMS system and associated vendor deliverables. Our project team members will use the master project plan to monitor vendor implementation activities and to make recommendations regarding the performance of the vendor and compliance with contracted responsibilities.

### ***Task 2.4—Develop Program Migration Strategies***

Our team will advise the City regarding migration strategies for implementation of the new CAD/RMS systems. The *FE/Kimball* team will assist in developing strategies to attain full functionality of each of the systems with minimal impact upon operational and other critical activities. The migration plans will incorporate best practices from similar deployments and operational factors to maintain delivery of service to the public and emergency responders during cutover.

### ***Task 2.5—Training***

The *FE/Kimball* project manager and other members of the team will work with the City project manager and other stakeholders on the team in developing training plans that identify objectives, target audience, optimum size, format, and content. The *FE/Kimball* team is familiar with assisting customers on a variety of training needs, including the following:

- Executive management
- Supervisors
- Communications center personnel
- Mobile users
- Data maintenance staff and system administrators

*FE/Kimball* will assist in the review of the selected vendor's training plans specific to system administrator/user training. We will assist the City in the organization, scheduling, and oversight of the training necessary to effectively implement the new systems.

The training plan will also identify facility and equipment requirements for training activities.

### ***Task 2.6—Monitor Contract Compliance***

We will provide project oversight services for installation and acceptance of the procured systems and associated vendor deliverables. *FE/Kimball* will use the master project plan to monitor vendor implementation activities and to make recommendations regarding the performance of the vendor and compliance with contracted responsibilities.

#### **Subtask 2.6.1—Punch Lists**

*FE/Kimball* will prepare and monitor punch lists for the project, identifying issues and problems that need to be resolved with the implementation of the system(s). With a project of this nature, issues are confronted during implementation that need to be resolved prior to systems/

equipment testing and/or acceptance. We will identify and track these issues for the City based on the project plan and the vendor implementation plan as a means of providing an accurate status of the project's progress and potential delays. These punch lists drive periodic status meetings throughout project implementation.

**Task 2.7—Assist with System Testing**

*FE/Kimball* will observe, evaluate, and make recommendations for the process of functional and system acceptance testing. We will work closely with City stakeholder representatives in reviewing testing strategies, reviewing and documenting functional, interface, integration, and reliability, and test plans for system implementation, and assist them in reviewing test results related to these testing events that ultimately lead to final system acceptance of the procured systems. The system testing reviews are conducted utilizing agreed-upon performance criteria. Our project team will provide support in developing error reports for use in the monitoring of testing results and notification to the vendor when testing criteria have not been met.

**Task 2.8—Assist with System Cutover**

*FE/Kimball* will advise the City regarding migration strategies for implementation of the new CAD/RMS systems and related subsystems. Our project team will assist in developing strategies to attain full functionality of each of the systems with minimal impact upon operational and other critical activities. The migration plans will incorporate human technology and operational factors to maintain delivery of service to the public and emergency responders. It has been our experience that with these type of complex projects, the CAD system is typically implemented first, followed by implementation of the related subsystems.

A key element of cutover is to document the issues related to the implementation, including hardware, software, and operational issues. An Issues List will be created at the start of the implementation process and is reviewed during project update meetings.

**Task 2.9—Assist with Project Closeout**

*FE/Kimball* will determine if issues have been dealt with prior to final acceptance and project closeout. *FE/Kimball* will evaluate whether the following have been completed by the vendor:

- Punch list items have been resolved or are resolved to the satisfaction of the City project staff
- As-built system documentation is received by the City
- Maintenance policies and procedures are developed as necessary
- Current training material is received for future training sessions
- City project staff is provided with a recommendation for system final acceptance

**3. ESTIMATED SCHEDULE**

The following table identifies this amendment's estimated schedule.

Estimated Date	Task Description
March 2018	<ul style="list-style-type: none"> <li>• Complete remaining contract negotiations</li> <li>• Request and evaluate BAFO</li> </ul>
April 2018 start to 12-to-18 months	<ul style="list-style-type: none"> <li>• Support implementation on Time and Materials basis as per Section 2 and vendor implementation schedule.</li> </ul>

#### 4. STAFFING/ORGANIZATION

Mr. Mike Dubé, *FE/Kimball's* City of Paducah CAD/RMS project manager, will lead the project with subject matter expert support from other *FE/Kimball* practitioners.

#### 5. ESTIMATED COST

*FE/Kimball* will conduct the tasks in Section 2 on a time and materials basis at a discounted rate of \$215.00 per hour for Director/Chief Consultant, \$170.00 per hour for Project Manager, and \$160.00 per hour for Senior Consultant. Amendment 6 initially authorizes a maximum of \$99,800. Additional work outside of this amendment remains subject to the rates found at Schedule A.

##### 5.1 Invoicing

Monthly invoices will detail *FE/Kimball's* project team personnel working on the tasks authorized in this amendment and the number of hours charged and a brief description of the work performed. *FE/Kimball's* project manager will notify the City's project manager should additional funding be required to complete the approved tasks. The authorized funding will be increased by a written modification to this task duly executed by both the City and *FE/Kimball*.

#### 6. BASIS FOR OUR SCOPE OF WORK

1. This amendment assumes *FE/Kimball* will perform the tasks that Section 2 defines. The deletion of a task or significant change in scope of one or more tasks may affect the overall price.
2. The estimated cost for this amendment assumes *FE/Kimball's* completion of tasks offsite and does not include travel or other direct costs.
3. *FE/Kimball's* ability to fulfill these tasks depends, in part, on the willingness and ability of the City, the City's participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, software, and license filings resulting therefrom cannot, therefore, be warranted by *FE/Kimball* nor can the performance, suitability, or reliability of said systems be warranted by *FE/Kimball*. *FE/Kimball* accepts no responsibility or liability to any third party in respect to any information or related content delivered by *FE/Kimball*. This information is subjective in certain respects, and, thus, susceptible to multiple interpretations and may need periodic revisions based on actual experience and subsequent developments.

4. This proposal is based upon a start date on or before April 1, 2018 and assumes a 12-to-18-month schedule. Delays to the project schedule due to actions or lack of actions on the part of the City, the City's participants, third parties, and others including, but not limited to vendor protests, protracted contract negotiations, vendor delays that impact the program schedule and/or costs to the City will be brought to the attention of the City's project manager in a timely manner, and will be reduced to writing via a mutually agreed-upon contract amendment, which may include an increased cost.
5. This amendment assumes that the City's project manager will schedule meetings and teleconferences, provide meeting and teleconferencing facilities, and notify attendees.
6. **FE/Kimball** will provide deliverables electronically via email to the City.
7. Additional tasking will be authorized by mutual agreement of the City and **FE/Kimball** via an additional statement of work and/or Contract addendum. Such tasking will be performed on a time and materials basis in accordance with the long-term consulting rates in Schedule A or on a fixed-price basis as mutually agreed upon in a task order by the City and **FE/Kimball**.

Submitted by **FE/Kimball**:

Authorization to begin work by  
City of Paducah, Kentucky

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

John E. Murray, Executive Vice President  
\_\_\_\_\_  
Printed Name and Title

Brandi Harless, Mayor  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SCHEDULE A**  
**LONG-TERM CONSULTING RATES**

Effective January 1, 2018 through December 31, 2018

Director/Chief Consultant	\$ 227.00 per hour
Senior Consultant	\$ 190.00 per hour
Consultant	\$ 164.00 per hour
Senior Analyst	\$ 137.00 per hour
Analyst	\$ 100.00 per hour
Administrative / Computer Services	\$ 69.00 per hour

**TERMS AND CONDITIONS**

1. Long-term rates do not include state or local taxes.
2. Subcontracts, travel, meals on a per diem basis, and other direct non-labor charges will be invoiced as actual cost-plus 20 percent to account for general and administrative costs.
3. Hours expended for travel in support of time and materials task orders are billable hours.
4. Invoices will be rendered monthly. All invoices are due and payable 30 days from issuance. Late balances are subject to a finance charge of 1.5 percent per month (or fraction thereof).

***This document is proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc.***

**ORDINANCE NO. 2016 – 8 - 8401****AN ORDINANCE AUTHORIZING AND APPROVING THE  
APPROPRIATION OF FUNDS FOR PURPOSES OF ENGAGING FEDERAL  
ENGINEERING, INC. TO PERFORM CONSULTING WORK FOR CITY OF  
PADUCAH 911 COMMUNICATIONS SERVICES DEPARTMENT**

**WHEREAS**, the Board of Commissioners of the City of Paducah recognizes that the 911 system infrastructure is one of the most important and critical aspects of providing and delivering public safety to its citizens and visitors;

**WHEREAS**, the City of Paducah began 911 operations July 1, 2016 as the 911 Communications Service Department;

**WHEREAS**, the current 911 system infrastructure is near the end of its functional life;

**WHEREAS**, bids were sought for a Public Safety/Wireless Communications Consultant who could plan, design, and provide implementation assistance in the replacement of the current 911 system infrastructure, including a public safety radio/wireless communication system, a 911 telephony system, and a computer-aided dispatch system;

**WHEREAS**, as the respondent that submitted the best bid, and as the best suited respondent to perform the professional engineering services involved, Federal Engineering, Inc. has been selected to perform the planning and design phases, and a portion of the implementation phase, of the consulting work for a fee of \$252,172.00;

**WHEREAS**, the City of Paducah previously enacted an ordinance authorizing payment of one-half of the fee to Federal Engineering; and

**WHEREAS**, due to the current condition of the 911 equipment which will be utilized by this Department, it is imperative to immediately proceed with the consulting work by Federal Engineering.

**BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:**

**SECTION 1.** The Mayor is hereby authorized to execute a contract with Federal Engineering, Inc. for consulting services to plan, design, and provide limited implementation

assistance of a Public Safety/Wireless Communication System, 911 Telephony System, and Computer Aided Dispatch System.

SECTION 2. The Board of Commissioners of the City of Paducah hereby approves and consents to the additional appropriation of funds in the amount of \$126,086.00, which represents the additional one-half of the consultant's fee for the two initial stages of the Public Safety/Wireless Communications Consultant project.

SECTION 3. The Finance Director is hereby authorized to make said expenditure approved in Section 1 from the General Fund, Unreserved Fund Balance of the City of Paducah, Kentucky.

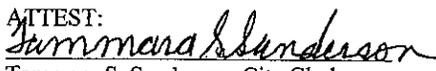
SECTION 4. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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

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

SECTION 7. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

  
MAYOR

ATTEST:  
  
Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, August 9, 2016.  
Adopted by the Board of Commissioners, August 16, 2016.  
Recorded by Tammara S. Sanderson, City Clerk, August 16, 2016.  
Published by The Paducah Sun, August 18, 2016.  
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Prepared by KKHB

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## PROFESSIONAL CONSULTING AGREEMENT

This Professional Consulting Agreement made this 18 day of August ~~July~~ 2016 by and between Federal Engineering, Inc., a Maryland corporation, having offices at 10600 Arrowhead Drive, Suite 160, Fairfax, Virginia 22030, (hereinafter called "FE") and the City of Paducah, Kentucky, a municipal corporation (hereinafter called the "City").

### RECITALS

WHEREAS, the City, along with McCracken County, Kentucky, and various public agencies and emergency responders in the City of Paducah and McCracken County, are the users of a 9-1-1 telephony system, various public radio and wireless communications systems and a Computer Aided Dispatch or "CAD" system, which includes:

- the City of Paducah and McCracken County 9-1-1 Telephony System;
- the City of Paducah 800 MHz trunked radio system;
- the McCracken County Emergency Management 800 MHz trunked radio system
- the VHF radio system supporting various fire departments in McCracken County;
- the VHF radio system support Mercy Regional Ambulance Service;
- the Computer Aided Dispatch System (CAD) supporting the various public and emergency response agencies in the City of Paducah and McCracken County

(the "Current Systems");

WHEREAS, the City desires to develop a new countywide 9-1-1 telephony system, public radio and wireless communications system and Computer Aided Dispatch or "CAD" system (the "New Systems") that will be owned by the City but also available to other public agencies and first responders in the City of Paducah and McCracken County, including but not limited to the City of Paducah Fire Department, the City of Paducah Police Department, the City of Paducah 911 Department, various fire departments located in McCracken County, the Mercy Regional Ambulance Service, the Paducah Independent School System, the McCracken County School Board, and the electric, water and sewer utilities in McCracken County (the "Users");

WHEREAS, the City of Paducah and McCracken County Emergency Communications Board (acting on behalf of the City of Paducah and McCracken County) issued a Request for Qualifications/ Proposals RFQ/RFP #15-01 (the "RFP") for specialized professional consulting services related to the design, technical specifications, and implementation of the New Systems;

WHEREAS, in response to the RFP, FE submitted its Technical and Cost Proposals for Public Safety/ Wireless Communications Consultant dated July 10, 2015 to the City (the "Proposal");

WHEREAS, FE clarified its Proposal by issuing The City of Paducah, KY Amendment #1 to the FE Public Safety/Wireless Communications Consultant Technical Proposal July 15, 2016;

WHEREAS, the City accepts FE's Proposal, and engages FE to perform the work for the City, as described and identified in the RFP and Proposal, for the compensation identified in the Proposal, subject to the terms, conditions, warranties and covenants contained in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS, CONDITIONS, WARRANTIES AND COVENANTS DESCRIBED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS: The performance of work by FE for the City is subject to the terms and conditions contained in the following documents (the "Contract Documents"):

- a. this Agreement;
- b. the RFP, a copy of which is attached hereto as Exhibit "A";
- c. Addendum No. 1 to the RFP, a copy of which is attached hereto as Exhibit "B" ("Addendum No. 1");
- d. Addendum No. 2 to the RFP, a copy of which is attached hereto as Exhibit "C";
- e. the technical portion of FE's Proposal, a copy of which is attached hereto as Exhibit "D" (the "Technical Proposal");
- f. the cost portion of FE's Proposal, a copy of which is attached hereto as Exhibit "E" (the "Cost Proposal");
- g. The City of Paducah, KY Amendment #1 to the FE Public Safety/Wireless Communications Consultant Technical Proposal July 15, 2016 (the "Technical Proposal Amendment"), a copy of which is attached hereto as Exhibit "F"; and
- h. Any Task Orders issued by the City and accepted by FE with a copy returned to the City.

2. STATEMENT OF WORK: FE shall perform all work identified or described in the Contract Documents, including but not limited to such specialized professional consulting services necessary to:

- a. conduct a complete and comprehensive inventory, evaluation and analysis of the existing infrastructure, hardware and software components comprising the Current Systems, as well as any site conditions that may affect the operability, performance or connectivity of the New Systems, including but not limited to coverage and interference issues as described by the system users;
- b. develop and identify the needs, demands and desires of the Users with respect to the New Systems (the "Needs Assessment");
- c. identify and evaluate the most appropriate radio and wireless communications system for a countywide public agency and emergency responder radio and wireless communications system, and, if at least one additional feasible alternative exists, identify the second most appropriate system;
- d. with input from the Users, make recommendations to the City regarding technical specifications for each of the New Systems and develop and prepare those specifications;

- e. consult with electric, water, and other utility providers in the City of Paducah and McCracken County to ascertain the existence of potential conflicts or interference with respect to the New Systems; and
- f. identify and describe to the City and Users in writing the recommended and necessary changes to the Current Systems and any related or interconnected equipment, infrastructure, hardware and software for connectivity or interfacing with the New Systems;
- g. assist with the development of bids or requests for proposals and provide all technical assistance during the bid or procurement process;
- h. evaluate and review vendor proposals or responses to the requests for proposals for compliance with the technical and non-technical aspects of the City's request for proposals;
- i. make recommendations regarding the acceptance or non-acceptance of vendor proposals and responses to requests for proposals;
- j. provide 64 hours of experienced contract negotiations support and insight, including but not limited to providing insight into vendors' negotiation methods and practices, cost analysis and review, and resolution of negotiation issues;
- k. review and verify the design, drawings, fabrication, installation, acceptance and implementation of the New Systems, including but not limited to those activities described on pages 18-21 of the Technical Response as bound by paragraph 1.3.8 of FE's Cost Proposal.

(collectively referred to as the "Work"). FE shall perform the Work subject to the terms, conditions, warranties and covenants contained in the Contract Documents.

While the Technical Proposal Amendment deletes McCracken County, Kentucky as a user of the systems, other Users are located in McCracken County, Kentucky, thus all deletion references contained in the Technical Proposal Amendment shall be to McCracken County, Kentucky as a user and site surveys and analyses of current McCracken County systems, and shall not apply to other Users located within the geographic area of McCracken County, Kentucky.

FE shall perform as part of the Work (and as part of the fixed price compensation identified in Section 3 below) all work identified or described in the Technical Proposal. This shall not include all work described in the Technical Proposal as an "option" or "optional". FE warrants that the "option" or "optional" tasks excluded from the Work are not needed to develop the functional and performance specifications for the City to acquire systems that meet the City's needs. This shall also include all work involving the collection of information, observations and data that is described in the Technical Proposal as "typical" or "typically collected" as required to develop the functional and performance specifications for the City to acquire systems that meet the City's needs.

FE shall not be obligated to conduct an interactive workshop described in Section 2.4.1. However, FE shall be obligated (as part of the Work compensated as part of the fixed price in Section 3 below) to address the needs and issues described in Section 2.4.1 of the Technical Proposal as part of the Work described in Section 2.1 of the Technical Proposal.

FE shall not be obligated as part of the Work to assist with re-layout of the dispatch center, as described on page 12 of the Technical Proposal. FE shall not be obligated as part of the Work to support or assist with determining the practicality of implementing a backup center, as described on page 12 of the Technical Proposal. FE shall include consideration of the City's backup and redundancy needs described in Addendum No. 1 as part of the Work described in Section 2.1 of the Technical Proposal.

3. **COMPENSATION:** FE's total compensation for the Work (excluding any additional compensation identified in a Task Order) shall be as follows:

Fixed price for work related to the 9-1-1 Telephony System:	\$ 49,950
Fixed price for work related to the Radio System:	\$132,236
Fixed price for work related to the Computer Aided Dispatch:	\$ 69,966
Total:	\$252,172

Because FE is an experienced professional consulting services firm specializing in the subject matter of this Agreement, because FE has engaged in an on-site visit to ascertain existing conditions, and because FE was selected largely due to its fixed price proposal, its compensation for the Work shall be fixed as identified in this Section 3, without any equitable or other adjustment(s). Because the parties contemplate both a phased approach and an approach that separates the Work in time with respect to each of the three components of the New Systems, there shall be no adjustment to the fixed price as a result of such phased approach or separation.

FE shall separately invoice the City for the Work for each completed phase for each separate component. The separate components are the 9-1-1 Telephony System, the Radio system and the Computer Aided Dispatch System. The separate phases are Phase 1, Phase 2 and Phase 3, as identified on page 6 of the Technical Proposal. FE shall invoice the City as follows:

Phase 1 which includes 9-1-1 Telephony System, the Radio system and the Computer Aided Dispatch System together

- 40% of the total consulting cost of all three components at the completion of the phase

Phase 2 which will be performed separately for each component

- 30% upon delivery of the vendor RFP
- 20% upon completion of the vendor proposals reviews
- 9% upon vendor selection

Phase 3 which will be performed separately for each component

- 1% upon completion of the project initiation meeting

Payment of all invoices shall be due within thirty (30) days of the invoice date.

4. **ADDITIONAL WORK:** The City may request that FE perform work in addition to the Work described in the Contract Documents by issuing one or more written task orders for

additional work ("Task Order(s)") which may specify: (a) the statement of additional work to be performed; (b) security requirements, if any; (c) compensation for the additional work; (d) any ceiling price or amount of the order including all charges and travel authorizations, if any; and (e) any other terms, conditions, warranties or covenants. Any Task Order issued by the City shall be subject to review and acceptance by FE, which shall document its acceptance by signing the Task Order in the space provided and returning a copy to the City. FE shall not perform any additional work described in a Task Order prior to signing such Task Order and returning a copy to the City. Except as expressly provided in any Task Order, the terms, conditions, warranties and covenants contained in the Contract Documents shall apply to any work performed pursuant to any such Task Order. FE acknowledges that only the City's Mayor or City's Manager has authority to issue any Task Order.

For fixed price Task Orders, FE will submit invoices in accordance with any agreed upon milestone schedule showing the tasks that have been completed, or if no such milestones are provided, upon completion of the additional work described in the Task Order. For time or materials Task Orders, FE will submit monthly invoices in accordance with the rates and terms included in the Task Order, or, if none, in accordance with the rates included in the Cost Proposal for additional work. Such invoices shall indicate the number of days or hours worked and an itemized breakdown of other costs incurred.

5. TERMINATION. The City shall have the right to terminate or cancel this Agreement at any time for any cause or for no cause. The City shall provide immediate notice of any termination to FE.

In the event of termination prior to completion of the Work, FE shall receive compensation for any separate component or phase of the Work it has completed at the time of FE's receipt of the City's notice of termination. Payment for partial completion of a separate phase of any component shall be prorated in accordance with the Work performed as part of such phase compared to the Work yet to be performed as part of such phase.

In the event of termination prior to completion of any additional work described in a time and materials Task Order, FE shall receive compensation for the work performed at the time of FE's receipt of the City's notice of termination. In the event of termination prior to completion of any additional work described in a fixed price Task Order, FE shall receive a portion of such fixed price prorated by comparing the completed portion of the work described in such Task Order with the portion of the work described in such Task Order not complete, both at the time of FE's receipt of the City's termination notice.

6. CONFLICTS BETWEEN DOCUMENTS: Any conflict between any of the Contract Documents or any Task Order issued by the City shall be resolved using the following order of precedence:

- a. this Agreement; then
- b. the RFP; then
- c. Addendum No. 1 to the RFP; then
- d. Addendum No. 2 to the RFP; then
- e. The Technical Proposal Amendment; then
- f. the Technical Proposal; then

- g. the Cost Proposal; then
- h. any Task Order

In the event of any conflict between two or more Task Orders, the last issued Task Order shall take precedence.

7. **INDEPENDENT CONTRACTOR:** FE shall be deemed at all times to be an independent contractor. Neither FE nor its personnel shall at any time, or for any purpose be considered employees or agents of the City. The City is hereby contracting with FE for the Work. Subject to FE's obligation to perform the Work in a timely manner, FE is not required to perform the Work during a fixed hourly or daily time. If any Work is performed at the City's premises, then, subject to FE's obligation to understand the City's needs, FE's time spent at the premises is to be at the discretion of FE, subject to the City's normal business hours and security requirements. Because FE is a professional consulting services firm that specializes in the subject matter acknowledges that the City will not be required to furnish or provide any training to FE to enable FE to perform the Work. The Work shall be performed by FE. Subject to the City's obligation to make its personnel reasonably available to FE for purposes of FE ascertaining the City's needs, the City shall not be required to provide any City personnel or hire, supervise or pay any assistants to help FE perform the Work. The management of the Work, including but not limited to the order or sequence in which it is performed, shall be under the control of FE subject to the terms and conditions in the Contract Documents. Except to the extent that FE's work must be performed on or with the City's computer or software, all materials used in providing the Work shall be provided by FE. FE shall provide any insurance coverage that is required in the normal course of business as well as any specialized insurance that is specifically called for in this Agreement. The City acknowledges and agrees that as an independent contractor, FE does not have any authority to sign contracts, notes, or obligations to make purchases, or to acquire or dispose of any property for or on the behalf of the City.

8. **REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS:** FE provides the following additional representations, warranties and covenants to the City:

a. FE is not and shall not be under any obligation, contract, or agreement, nor has FE previously executed any documents whatsoever, with any person, firm, association, or corporation that would, in any manner, prevent FE from giving, and the City from receiving, the full benefit of the Work or any work described in any Task Order.

b. FE shall perform the Work in accordance with the Contract Documents, and in a competent and workmanlike manner in accordance with generally accepted engineering practices for specialists in the analysis, design and specification development for infrastructure, hardware and software systems for public safety wireless communications, radio, 9-1-1 and computer aided dispatch systems.

c. FE shall devote sufficient time and competent personnel to perform the Work in a diligent and efficient manner, and shall utilize its best efforts to complete the Work in accordance with the Schedule attached hereto as Exhibit "F", or on such extended timelines as reasonably requested by the City.

d. Any software used by FE to assist in the performance of the Work shall perform as described by FE and as necessary for the performance of the Work.

e. FE shall ensure that the City is reasonably informed of FE's progress with respect to performance of the Work and that FE has, at all critical or important stages of the Work, solicited sufficient information and feedback from the City and Users to perform the Work.

f. FE shall provide such advance notice to the City and Users, and coordinate scheduling with the City and Users to satisfy FE's timing expectations with respect to site visits and other visits to the City of Paducah and McCracken County.

g. The evaluation of the single or alternative countywide public agency and emergency responder radio and wireless communications system shall include and utilize, without limitation, the Coverage Analysis, Backhaul/Connectivity Analysis, Interoperability Analysis and Cost Analysis described on page 13 of the Technical Proposal.

h. The technical specifications for the New Systems shall comport with and satisfy the City's needs with respect to the New Systems.

i. The City shall receive advance notice from FE that FE is approaching any support limitation identified in paragraph 8 on page 4 of the Cost Proposal. Such advance notice shall be reasonably calculated to avoid any interruption in the Work and allow sufficient time for negotiation of a Task Order without jeopardizing the City's ability to receive the benefit of any Work identified in Section 2.3 of the Technical Proposal.

9. **CONFIDENTIAL INFORMATION:** FE hereby agrees that it, its employees and agents will forever hold inviolate and keep secret all knowledge, information, or data received or acquired by FE from the City or any other proposed user of the Systems, particularly any personally identifiable or similar information or data received or acquired by FE which relates to individual persons. FE shall not disclose confidential information to any individual, corporation, or other person(s) except when expressly authorized to do so by the City in writing; provided however, such prohibition shall not be construed to preclude FE from fully performing the Work.

FE's obligations with respect to handling and using confidential information as set forth in this agreement are not applicable to: (i) Information that at the time of disclosure under this agreement is either known to FE or disclosed in existing literature or patents or is in any other way in the public domain; (ii) Information that after disclosure under this agreement becomes known to FE by independent discovery or by casual observation or analysis of information provided by a third party other than a User; (iii) Information that after disclosure under this agreement becomes known to FE from a source other than the City or a User without breach of any obligation by the disclosing party; (iv) Information that is or has been furnished by the disclosing party to the Government with "unlimited" rights, and (v) Information available in the public domain.

FE shall not make any public release of information in any medium concerning the subject matter of this Agreement without prior review and approval by the City. Requests for review of any materials proposed for public release in any medium shall be submitted in writing to an authorized representative of the City for approval.

10. **OWNERSHIP OF WORK PRODUCT:** The City shall own and have all property interests in all reports, drawings, specifications, documents or electronic data developed or compiled in furtherance of the Work.

11. **ASSIGNMENT:** Neither party shall assign or transfer this Agreement without written consent of the other party. This Agreement shall be binding on the parties hereto, and their respective successors and any permitted assigns.
12. **HOLD HARMLESS:** The City shall indemnify and save FE harmless from any losses, claims, demands, suits, judgments, liabilities or out-of-pocket expenses (including but not limited to attorney's fees) incurred as a result of any claim by any third persons which is directly or indirectly caused by the City. FE shall indemnify and save the City harmless from any losses, claims, demands, suits, judgments, liabilities or out-of-pocket expenses (including but not limited to attorney's fees) incurred as a result of: (i) any claim by any third persons which is directly or indirectly caused by FE; or (ii) FE's failure to satisfy any terms, conditions, representations, warranties or covenants under the Contract Documents.
13. **NON-SOLICITATION:** the City hereby agrees that for the term of this Agreement, and for a period of one (1) year thereafter, that the City shall not directly or indirectly, orally, in writing, or by other method of communication, solicit any employee, agent, or consultant of FE, nor encourage any employee, agent, or consultant to terminate his or her employment or relationship with FE. The City further agrees that for the term of this Agreement, and for a period of one (1) year thereafter, should the City hire any person who is known to have be an employee, agent, or consultant of FE during the term of this Agreement, that FE is entitled to a finder's fee equal to seventy percent (70%) of the employee, agent, or consultant's first year total compensation package.
14. **FORCE MAJEURE:** The obligations of either party shall be suspended during any time such party is unable to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.
15. **GOVERNING LAW:** This agreement shall be interpreted and the rights of the parties shall be determined under the laws of the Commonwealth of Kentucky. The parties hereby irrevocably consent to the exclusive jurisdiction of the state courts sitting in McCracken County, Kentucky and/or the federal court for the Western District of Kentucky, Paducah Division with respect to all matters arising out of or related to this Agreement.
16. **WAIVER:** The failure of either party to insist on strict performance of any of the terms and conditions hereof shall not constitute a waiver of any other provisions.
17. **ATTORNEYS FEES:** In the event of any dispute or controversy between the parties relating to the interpretation of the Contract Documents or to the transactions contemplated thereby, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.
18. **CONSTRUCTION:** Paragraph numbers and headings are for convenience only and shall not affect the interpretation of this agreement. If any term or condition of this Agreement is in conflict with local, state, or federal law and becomes null and void, the remainder of the Agreement shall survive and remain in effect. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law. This Agreement shall be construed as having been negotiated between the parties and not drafted by a particular party.

19. ENTIRE AGREEMENT: This Agreement supersedes all previous agreements both oral and in writing and, along with the Contract Documents, contains all the terms and conditions of this transaction. All modifications to this agreement must be reduced to writing as amendments and duly executed by both parties hereto.

20. TIME IS OF THE ESSENCE: Time is of the essence in carrying out the provisions of this Agreement.

21. COUNTERPARTS. This Agreement may be executed in one or more counterparts, including but not limited to facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

22. EFFECTIVE DATE: This Agreement shall become effective when executed by both parties and shall be binding upon the parties hereto, their successors and permitted assigns.

FEDERAL ENGINEERING, INC.

CITY OF PADUCAH

By: Ronald F. Bosco By: Gayle Kaler  
*Signature* *Gayle Kaler, Mayor*

Ronald F. Bosco  
*Print Name*

Gayle Kaler  
*Date*

President  
*Title*

Mayor

July 25, 2016  
*Date*

August 18, 2016