



**CITY COMMISSION MEETING
AGENDA FOR APRIL 10, 2018
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

SWEARING IN: New Police Officer Matthew Strohmeier – JUDGE KALTENBACH

PROCLAMATION: Yo Yo Club of Paducah – FRANK BENNETT

ANNOUNCEMENT(S): McCracken County Public Library – S. BAIER

PRESENTATION: Kentucky’s Representative for the American Legion Oratorical Competition –CARLI FREDERICH, MCHS SENIOR

Opioid Epidemic – IMAC REGENERATION CENTER

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

	I. <u>CONSENT AGENDA:</u>
	A. <u>MINUTES</u>
	B. <u>MOTION(S)</u>
	1. R & F Documents
	C. <u>MUNICIPAL ORDER(S)</u>
	1. Personnel Actions – M. RUSSELL
	2. Ratify 2018-2019 Kentucky Household Hazardous Waste Grant Application – T. TRACY
	3. Authorize a Recreational Trails Program Grant Application for Pedestrian Footbridge over Perkins Creek - T. TRACY
	II. <u>ORDINANCE(S) – ADOPTION</u>

		A. Amend Smoking Ordinance – MAYOR HARLESS
		B. Approve Alley Closure between South 31 st Street and Maple Avenue – R. MURPHY
		C. Approve Contract for Pump Station #2 Construction – R. MURPHY
		D. Approve 911 Computer Assisted Dispatch (CAD) Purchase & Installation Contract– B. STRINGER
		E. Approve Logging Recorder Purchase & Installation Contract– B. STRINGER
		F. Approve Workstation Furniture Purchase & Installation Contract– B. STRINGER
	III.	<u>ORDINANCE(S) – INTRODUCTION</u>
		A. Termination of Easement with Four Rivers Behavioral Health – R. MURPHY
		B. Approve Amendment to Professional Consulting Agreement for Computer-Aided Dispatch and Records Management System Implementation Oversight Support – B. STRINGER
		C. Pat & Jim Brockenborough Rotary Health Park Phase I-Change Order – M. THOMPSON
	IV.	<u>DISCUSSION</u>
		A. City Strategic Plan – MAYOR HARLESS
	V.	<u>COMMENTS</u>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	VI.	<u>EXECUTIVE SESSION</u>

At a Regular Meeting of the Board of Commissioners, held on Tuesday, March 27, 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 Holland, Rhodes, Wilson and Mayor Harless (4). Commissioner Abraham was absent (1).

INVOCATION

Commissioner Holland gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harless led the pledge.

ADDITIONS/DELETIONS

At the request of the City Manager, Ordinance – Introduction item III(G),”Approve Amendment to Professional Consulting Agreement for Computer Aided Dispatch and Records Management System Implementaion Oversight Support,” was removed for consideration from the agenda.

PROCLAMATION

AMERICORP NATIONAL SERVICE RECOGNITION DAY

Mayor Harless presented a proclamation to AmeriCorps representatives Emma Rushing and Keith Richie along with Senior Corps representative Christine Thompson proclaiming April 3, 2018, “National Service Recognition Day”.

PRESENTATION(S)

OPIOID EPIDEMIC

President/Chief Executive Officer Terry Hudspeth of Four Rivers Behavioral Health and Elizabeth Fleming from the Center for Specialized Addiction Services made a presentation to the Paducah Board of Commissioners regarding substance abuse and the opioid crisis in western Kentucky. This is the second presentation in a series of presentations to the Board regarding the opioid situation. Four Rivers Behavioral Health is the state designated community mental health center for the nine counties in western Kentucky. Four Rivers see more than 13,000 citizens each year with approximately 8,000 in McCracken County. Of those McCracken County clients, 1,700 have a substance use issue with the primary drugs of choice being marijuana and alcohol in addition to meth and opiates. Hudspeth says, “Our numbers are close to the statewide average.” Four Rivers provides several substance abuse services including the COR-12 program which is an opiate-specific, medically assisted treatment program.

(The above summary for the presentations is an excerpt from the City Commission Highlights prepared by Pam Spencer, Public Information Officer.)

CONSENT AGENDA

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed. No one asked for any items to be removed. The Mayor asked the City Clerk to read the remaining items on the Consent Agenda.

I(A)	Minutes for the March 13, 2018 City Commission Meeting
I(B)1	Appointment of Patrick Perry to the Board of Adjustment to fill the unexpired term of Tracy Jones who has resigned. This term shall expire August 31, 2019.
I(B)2	Reappointment of Bill Griggs to the Paducah Golf Commission. Appointment of Mark Knecht to the Paducah Golf Commission to replace Martin Mundy whose term has expired. These terms shall expire March 26, 2022.
I(C)1	<p><u>Minute File:</u></p> <ol style="list-style-type: none"> 1. Notice of Cancellation for the Board of Commissioners of the City of Paducah for March 6, 2018 & March 20, 2018 <p><u>Deed File:</u></p> <ol style="list-style-type: none"> 2. Deed of Conveyance with Richard Christion Hutson & Virginia Hutson for 125 North 11th Street (MO # 2077) <p><u>Contract File:</u></p> <ol style="list-style-type: none"> 3. Memorandum of Agreement with Richard Christion Hutson & Virginia Hutson for Incentive for 125 North 11th 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

	<p># 2080)</p> <p>6. Agreement with Gallsfor Uniform Services for the Paducah Fire Department & E-911 Department (MO # 2072)</p> <p>7. Agreement with Strand Associates, Inc. for the Comprehensive Stormwater Master Plan Phase II (ORD # 2018-3-8517)</p> <p><i>Bid file</i></p> <p>8. <u>Floodwall Pump Station #2 Rehabilitation</u> – Engineering Public Works Dept. a. Harper Construction * b. Huffman Construction, LLC</p> <p>9. <u>Sale of Surplus Property – 2077 Broad Street</u> – Planning Department a. LaMarcus Harden * b. Bradley & Susan Brown</p> <p>*Denotes Recommended Bid</p>
I(D)1	Personnel Actions
I(D)2	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 (M.O.#2083; BK 10)
I(D)3	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 (M.O.#2084; BK 10)
I(D)4	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 (M.O.#2085; BK 10)
I(D)5	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 (M.O.#2086; BK 10)

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

Adopted on call of the roll, yeas, Commissioners Holland, Rhodes, Wilson and Mayor Harless (4).

ORDINANCE(S) – ADOPTION

APPROVE FINAL ANNEXATION OF 1740 & 1770 NEW HOLT ROAD

Commissioner Holland offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt 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.

Adopted on call of the roll, yeas, Commissioners Holland, Rhodes, Wilson and Mayor Harless (4). (ORD.#2018-3-8520; BK 35)

WITHDRAW

AMEND SMOKING ORDINANCE (This ordinance was introduced on January 9, 2018)
Commissioner Holland offered motion, seconded by Commissioner Wilson, to withdraw the ordinance introduced on January 9, 2018, and entitled, "AN ORDINANCE RELATING TO THE PROTECTION OF THE PUBLIC HEALTH AND WELFARE BY PROHIBITING THE SMOKING OF TOBACCO PRODUCTS IN ENCLOSED PUBLIC PLACES, PLACES OF EMPLOYMENT, AND CERTAIN MUNICIPALLY-OWNED OUTDOOR AREAS."

Adopted on call of the roll, yeas, Commissioners Holland, Rhodes, Wilson and Mayor Harless (4).

ORDINANCE(S) – INTRODUCTION

AMEND SMOKING ORDINANCE

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE RELATING TO THE PROTECTION OF THE PUBLIC HEALTH AND WELFARE BY PROHIBITING THE SMOKING OF TOBACCO PRODUCTS IN ENCLOSED PUBLIC PLACES, PLACES OF EMPLOYMENT, AND CERTAIN OUTDOOR PLACES" This Ordinance is summarized as follows: This Ordinance amends Chapter 54 Article II, Division 2 of the Paducah Code of Ordinances to prohibit smoking in enclosed public places, places of employment, and certain outdoor areas. Under this Ordinance, smoking, including 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 school-owned outdoor sports arenas and amphitheaters, public or private owned outdoor playgrounds, and certain municipally-owned outdoor areas, with limited exceptions.

PUBLIC COMMENTS

- Mike Muscarella, Executive Director of Ambulatory Services at Baptist Health, Chair of Purchase Area Healthy Connections Health Coalition and member of Healthy Paducah Health Coalition, voiced his support for the amendments to the City's smoking ordinance.
- Carolyn Sheffer, resident of Jackson House, asked if the City's current smoking ordinance and proposed ordinance prohibits smoking on sidewalks?
 - Rick Murphy, City Engineer, responded that the ordinance does not prohibit people from on smoking on sidewalks since they are a part of the City's public right of way.

APPROVE ALLEY CLOSURE BETWEEN SOUTH 31ST STREET AND MAPLE AVENUE

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE PROVIDING FOR THE CLOSING OF AN ALLEY BETWEEN SOUTH 31ST STREET AND MAPLE AVENUE, PARALLEL TO LONE OAK ROAD AND KENTUCKY AVENUE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME." This Ordinance is summarized as follows: The City of Paducah does hereby authorize the closure of an alley between South 31st Street and Maple Avenue, parallel to Lone Oak Road and Kentucky Avenue and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City to the property owners in or abutting the public ways to be closed.

APPROVE CONTRACT FOR PUMP STATION #2 CONSTRUCTION

Commissioner Holland offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, "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." This Ordinance is summarized as follows: 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 and authorizes the Mayor to execute a contract for same.

APPROVE 911 COMPUTER ASSISTED DISPATCH (CAD) PURCHASE & INSTALLATION CONTRACT

Commissioner Holland offered motion, seconded by Commissioner Wilson, that the Board of Commissioners of the City of Paducah introduce an ordinance entitled "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AND SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE ESTABLISHMENT OF A COMPUTER ASSISTED DISPATCH SYSTEM THAT WILL BE UTILIZED IN THE OPERATION OF THE CITY'S 911 SYSTEM." This Ordinance is summarized as follows: This Ordinance approves the execution of a "License and Services Agreement" wherein Tyler Technologies, Inc. will provide software and related hardware for

the establishment of a computer assisted dispatch system (CAD) that will be utilized in the operation of the City's 911 system.

APPROVE LOGGING RECORDER PURCHASE & INSTALLATION CONTRACT

Commissioner Rhodes offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an ordinance entitled, "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SOFTWARE LICENSE/HARDWARE PURCHASE AGREEMENT WITH EQUATURE, INC. FOR THE PURCHASE OF AN UPGRADED RECORDING SYSTEM THAT WILL BE UTILIZED IN THE OPERATION OF THE CITY'S 911 SYSTEM." This Ordinance is summarized as follows: This Ordinance approves the execution of a "Software License/Hardware Purchase Agreement" wherein Equature, Inc. will sell and install an upgraded recording system for the City's 911 system, and assign a license for the software that is a part thereof.

APPROVE WORKSTATION FURNITURE PURCHASE & INSTALLATION CONTRACT

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board of Commissioners introduce an ordinance entitled "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH XYBIX SYSTEMS, INC. FOR THE PURCHASE AND INSTALLATION OF DISPATCH CONSOLE EQUIPMENT AND FURNITURE THAT WILL BE UTILIZED IN THE OPERATION OF THE CITY'S 911 SYSTEM". This Ordinance is summarized as follows: This Ordinance approves the execution of a "Dispatch Console Furniture Agreement" wherein XYBIX Systems, Inc. will sell and install dispatch console equipment and furniture for the benefit of the City's 911 system.

COMMENTS

COMMENTS FROM THE CITY MANAGER

- City Manager Mark Thompson, reported the dome has been installed at 600 South 6th Street.
- He also reminded everyone of the Parks & Recreation Easter Egg Dash that will be held on March 31st at Noble Park.

PUBLIC COMMENTS

- Daniel Kohn, resident, requested the City prohibit the location of firearms, weapons and ammunition retail businesses in the recently rezoned 3101 – 3230 Kentucky Avenue, 3101 – 3213 Clark Street, 243 – 247 South 31ST Street, 3116 Kentucky Avenue and surrounding neighborhood in the proximity of Paducah Middle School. In his request he asked for a response by the second commission meeting in April.
- David Arant, continued discussion that was had at the March 13th commission meeting regarding the City's maintenance of the Martin Luther King Jr. Memorial located on Park Avenue.

EXECUTIVE SESSION

Commissioner Holland offered motion, seconded by Mayor Harless, that the Board go into closed session for discussion of matters pertaining to the following topics:

- Proposed or pending litigation, as permitted by KRS 61.810(1)(c).

Adopted on call of the roll, yeas, Commissioners Holland, Rhodes, Wilson and Mayor Harless (4).

OPEN SESSION

Commissioner Wilson offered motion, seconded by Commissioner Rhodes, that the Board reconvene in open session.

Adopted on call of the roll, yeas, Commissioners Holland, Rhodes, Wilson and Mayor Harless (4).

ADJOURN

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

Meeting ended at approximately 7:09 p.m.

ADOPTED: April 10, 2018

City Clerk

Mayor

April 10, 2018

Minute File:

1. Notice of Cancellation for the Board of Commissioners of the City of Paducah for April 3, 2018

Deed File:

2. Quitclaim Deed with WK Rentals, LLC for 923 North 26th Street MO # 2064)
3. Quitclaim Deed with Tarris McKinney for 1234 North 12th Street (MO # 2065)

Contract File:

4. Agreement with Central Paving Company of Paducah, Inc. for Compost Grinding of Tree Debris and Yard Waste (MO # 2081)
5. Change Order No. 1 with Central Paving Company of Paducah for the Noble Park Tennis Court Reconstruction Project (MO # 2082)
6. Agreement with McKeel Equipment Co., Inc. for One Case DV45 Double Drum Roller (MO # 2085)

Financial File:

7. Paducah Water Works Financial Highlights for February 2018

Bid File:

(Due to space constraints, the following proposals for the E-911 Department are housed separately in the General Government storage area in the basement of City Hall)

8. 911 Computer Aided Dispatch (CAD) Purchase & Installation – E-911 Department
 - a. Tyler Technologies, Inc. *
 - b. Caliber Public Safety
9. Logging Recorder Purchase & Installation – E-911 Department
 - a. Equature, Inc. *
 - b. Revcord
10. Dispatch Console Workstation Equipment & Furniture – E-911 Department
 - a. Xybix Systems, Inc. *
 - b. E-Systems Group
 - c. Strategic Communications
 - d. Bramic
 - e. Dispatch Products
 - f. Forecast Consoles, Inc.
 - g. Watson Consoles

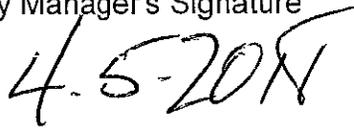
* Denotes Recommended Bid

CITY OF PADUCAH
April 10, 2018

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



City Manager's Signature



Date

CITY OF PADUCAH
PERSONNEL ACTIONS
April 10, 2018

NEW HIRE - FULL-TIME (FT)

<u>EMERGENCY COMMUNICATION SRVCS</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Beasley, Jerry A.	Telecommunicator	\$17.48/Hr.	NCS	Non-Ex	April 19, 2018
Tatman, Allyson N.	Telecommunicator	\$17.48/Hr.	NCS	Non-Ex	April 19, 2018

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Hatton, Nick I.	Coach	\$8.50/Hr.	NCS	Non-Ex	April 12, 2018
Priddy, James A.	Sports Official	\$20.00/Hr.	NCS	Non-Ex	April 12, 2018
Caruthers, Katie N.	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	May 10, 2018
Ellision, Oliva	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	May 10, 2018
Elrod, Aviona	Pool Attendant	\$7.87/Hr.	NCS	Non-Ex	May 10, 2018
Grogan, Weston L.	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	May 10, 2018
Harned, Emme C.	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	May 10, 2018
Hudspeth, Elijah B.	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	May 10, 2018
Lowery, Claren M.	Pool Attendant	\$7.87/Hr.	NCS	Non-Ex	May 10, 2018
Meier, Kevin C.	Lifeguard	\$8.37/Hr.	NCS	Non-Ex	May 10, 2018

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<u>FIRE - SUPPRESSION</u>					
Fuchs, Jennifer J.	Firefighter Relief Driver \$15.45/Hr.	Fire Lieutenant \$16.77/Hr.	NCS	Non-Ex	March 1, 2018
Owen, Christopher T.	Firefighter \$14.43/Hr.	Firefighter Relief Driver \$15.06/Hr.	NCS	Non-Ex	March 2, 2018
<u>FIRE - PREVENTION</u>					
McGee, Debra E.	Permit Specialist \$13.91/Hr	Permit Specialist \$14.46/Hr.	NCS	Non-Ex	April 12, 2018
Tinsman, April K.	Deputy Fire Marshal I \$19.67/hr.	Deputy Fire Marshal I \$20.45/Hr.	NCS	Non-Ex	April 12, 2018

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

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Wooley, Rebeka A.	Park Ranger	Termination	March 19, 2018

Agenda Action Form Paducah City Commission

Meeting Date: 10 April 2018

Short Title: 2018-2019 Kentucky Household Hazardous Waste Grant Application

Ordinance Emergency Municipal Order Resolution Motion

Staff Work By: Pam Souder, Chris Yarber, Adam Shull
Presentation By: Adam Shull

Background Information:

The Kentucky Division of Waste Management, through the Household Hazardous Waste Award Program, funds cities across the commonwealth for annual clean-up days. This grant award program provides a partial reimbursement for the expenses incurred by the city for the disposal and advertising/education of Spring Clean-up Day. For the past 25 years, this project has been a collaborative effort between the McCracken County Fiscal Court and the City of Paducah.

The Engineering/Public Works and Planning Departments desire to submit an application for the 2018-2019 Kentucky Division of Waste Management Household Hazardous Waste Award Program. This grant requires a 25% cash or in-kind match. The City will act as the Lead Agency/Fiscal Agent and seeks an award of \$25,500, which will be combined with the required local cash match of \$6,375 for a project totaling \$31,875. Local cash match will be divided equally between the city and the county. As in previous years, the City's share of the local cash match will be paid through the Engineer/Public Works account number 050-2209-531-2004.

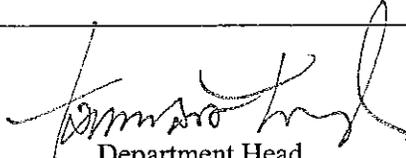
Any award offered as a result of this application will require an Inter-local Agreement to be signed and will be brought before the City Commission and Fiscal Court for consideration.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

Funds Available: Account Name: Finance
Account Number: 050-2209-531-2004 50000 2209 520040
Project Number:

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

Attachments: None

 Department Head	City Clerk	 City Manager
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MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER RATIFYING THE MAYOR'S EXECUTION OF A 2018-2019 KENTUCKY HOUSEHOLD HAZARDOUS WASTE GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT IN THE AMOUNT OF \$25,500 TO ASSIST IN FUNDING THE CITY/COUNTY ANNUAL SPRING CLEAN-UP DAY

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby ratifies and approves the Mayor's signature on a joint application between the City and the McCracken County Fiscal Court for a Kentucky Household Hazardous Waste Grant through the Kentucky Division of Waste Management in the amount of \$25,500 to assist in funding the City/County Annual Spring Clean-up Day.

SECTION 2. The City of Paducah and the McCracken County Fiscal Court hereby agree that the City shall act as the lead government agency in meeting all grant requirements, including the local cash match of \$6,375.00 that will be split 50/50 with the McCracken County Fiscal Court.

SECTION 3. The City's match of \$3,187.50 will be funded through the Engineering/Public Works account number 50000 2209 520040. Funding for the local cash match will be subject to approval of appropriation in the Engineering/Public Works FY2019 budget.

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, April 10, 2018
Recorded by Tammara S. Sanderson, City Clerk, April 10, 2018
\\mo\grants\app-Household Hazardous Waste Clean Up Day 2018-2019

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR A RECREATIONAL TRAILS PROGRAM GRANT THROUGH THE KENTUCKY DEPARTMENT OF LOCAL GOVERNMENT FOR THE PURCHASE AND INSTALLATION OF A PEDESTRIAN FOOTBRIDGE OVER PERKINS CREEK THAT WILL CONNECT THE CITY'S GREENWAY TRAIL TO THE MCCRACKEN COUNTY TRAIL SYSTEM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to apply for a Recreational Trails Program Grant through the Kentucky Department of Local Government in the amount of \$100,000 for the purchase and installation of a pedestrian footbridge over Perkins Creek that will connect the City's Greenway Trail to the McCracken County Trail System. A local match of 20% is required. The match will be met by the funds being used to complete the project which includes a combination of monies from the City FY2019 Investment Fund, McCracken County Fiscal Court funds, and donations from the Four Rivers Nuclear Partnership, Wastren Advantage, Inc., and GeoSyntec.

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, April 10, 2018
Recorded by Tammara S. Sanderson, City Clerk, April 10, 2018
mo\grants\application - Recreational Trails Program Grant

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

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.²
- (c) A significant amount of secondhand smoke exposure occurs in the workplace. Employees who work in smoke-filled businesses suffer a 25-50% higher risk of heart attack and higher rates of death from cardiovascular disease and cancer, as well as increased acute respiratory disease and measurable decrease in lung function.³ Establishing smoke-free workplaces is the only effective way to ensure that secondhand smoke exposure does not occur in the workplace, because ventilation and other air cleaning technologies cannot completely control 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.⁴

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

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. - 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 ~~areas~~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 ~~T~~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 F.E., 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.; Chrysohoou, 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: 3/27/2018

Short Title: Closure of Public Right Of Way between S. 31st 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 31st 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:

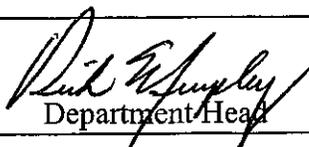
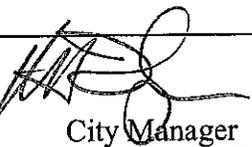
Finance

Staff Recommendation:

To adopt an ordinance authorizing the closure of the alley located between South 31st 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 31ST 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 31st 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 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, 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 19th 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 31st & 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 31ST 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 31st 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 31st 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 (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, 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);

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 (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;

COBA

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;

COBLY

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

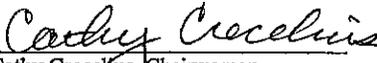
THENCE ALONG THE CENTERLINE OF THE SUBJECT ALLEY, S 13 deg. 42 min. 28 sec. W, 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1,250.00 SQUARE FEET OR 0.028 ACRES;

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 20 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:

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

Alberta Dennis
Signature of Property Owner

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

CC Crossroads, LLC
Property Owner's Name Printed

My Commission expires 9-15-18

7 Westvale, Paducah, KY 42001
Address

Robert Keith Wilke
Notary Public, State at Large

SEAL



STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

Burton A. Washburn Manager
Signature of Property Owner

The foregoing instrument was sworn to and acknowledged before me this 2nd day of February, 2018 by Burton A. Washburn as Manager of Burbanks Investment, LLC

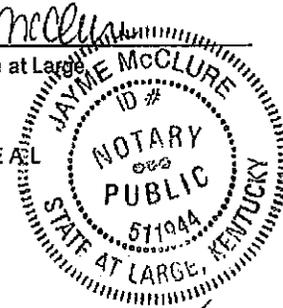
Burbanks Investment, LLC
Property Owner's Name Printed

My Commission expires 5-20-2018

P.O. Box 1080, Paducah, KY 42001-1080
Address

Jayne McClure
Notary Public, State at Large

SEAL



RECEIVED
MAR 15 2018
ENGINEERING
DEPARTMENT

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

Alberta Davis
Signature of Property Owner

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

AMFM, LLC
Property Owner's Name Printed

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

7 Westvale, Paducah, KY 42001
Address



SEAL

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

Joseph Wayne Gorline
Signature of Property Owner

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

Joseph Wayne Gorline
Property Owner's Name Printed

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

1345 Kentucky Ave., Paducah, KY 42001
Address

ID# 563720

SEAL

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

Alberta and Marshall Davis
Signature of Property Owner

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

Alberta and Marshall Davis
Property Owner's Name Printed

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

7 Westvale, Paducah, KY 42001
Address



SEAL

**Agenda Action Form
Paducah City Commission**

Meeting Date: ~~February 28th, 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

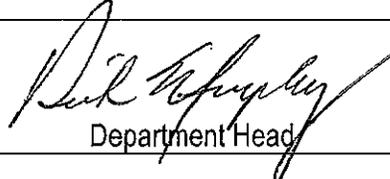
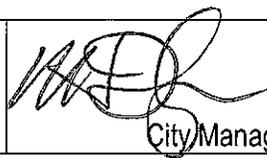
Funds Available:

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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March 7, 2018

Rick Murphy, P.E.
City of Paducah
300 South 5th 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 4th 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

Construction Category	Harper Construction	Huffman Construction, LLC
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
Total	\$1,780,169.24	\$1,544,550.00

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.

hdrinc.com

401 West Main Street, Suite 500
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



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:

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

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

 3/22/18 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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ORDINANCE NO. 2018 – 4- _____

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
A LICENSE AND SERVICES AGREEMENT WITH TYLER
TECHNOLOGIES, INC. FOR THE ESTABLISHMENT OF A
COMPUTER ASSISTED DISPATCH SYSTEM THAT WILL BE
UTILIZED IN THE OPERATION OF THE CITY'S 911 SYSTEM."**

WHEREAS, Tyler Technologies, Inc. has offered to provide the City with software and related hardware for the establishment of a computer assisted dispatch system that will utilized in the operation of the City's 911 system, which offer is defined by the terms contained in a "License and Services Agreement"; and

WHEREAS, the software and related equipment as described under that Agreement will enhance the City's 911 system, and improve the overall effectiveness of the services that are provided through that system

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

SECTION 1. The City Commission does hereby accept the terms contained in the "License and Services Agreement," and approve the execution of that Agreement. The City Commissioner authorizes an expenditure of up to \$916,282.00 to fund the initial costs and fees under the Agreement.

SECTION 2. The City Commission does hereby authorize and instruct the Mayor to execute the "License and Services Agreement" in behalf of the City.

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

MAYOR

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, March 27, 2018.
Adopted by the Board of Commissioners, April 10, 2018.
Recorded by Tammara S. Sanderson, City Clerk, April 10, 2018.
Published by The Paducah Sun, _____, 2018.
\\ord\911\agree-911-CAD system
kkhb

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.

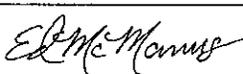
Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

 3/22/18 Finance

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
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ORDINANCE NO. 2018 – 4-_____

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT WITH EQUATURE, INC. FOR THE
PURCHASE AND INSTALLATION OF AN UPGRADED
RECORDING SYSTEM THAT WILL BE UTILIZED IN THE
OPERATION OF THE CITY'S 911 SYSTEM, AND THE
LICENSE OF THE SOFTWARE THAT IS A PART THEREOF**

WHEREAS, Equature, Inc. has offered to provide the City with an upgraded recording system that will be utilized in the operation of City's 911 system, and a license for the software that is a part of thereof, which offer is defined by the terms contained in a "Software License/Hardware Purchase Agreement"; and

WHEREAS, the recording system and software as described under that Agreement will enhance the City's 911 system, and improve the overall effectiveness of the services that are provided through that system

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

SECTION 1. The City Commission does hereby accept the terms contained in the "Software License/Hardware Purchase Agreement," and approve the execution of that Agreement. The City Commissioner authorizes an expenditure of up to \$261,699.00 to fund the acquisition cost under the Agreement.

SECTION 2. The City Commission does hereby authorize and instruct the Mayor to execute the "Software License/Hardware Purchase Agreement" in behalf of the City.

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

MAYOR

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, March 27, 2018
Adopted by the Board of Commissioners, April 10, 2018
Recorded by Tammara S. Sanderson, City Clerk, April 10, 2018
Published by The Paducah Sun on _____, 2018
\\ord\911\agree-911-recording system-logging recorder
kchb



Equature

SOFTWARE LICENSE/HARDWARE PURCHASE AGREEMENT

Agreement Preparation Date:1/25/2018 please initial and date all pages.

City of Paducah Kentucky, hereinafter referred to as "Client", enters into this Agreement that includes all the terms and conditions of all the pages of this agreement, with Equature, Inc., who hereinafter may be referred to as Equature, located at 18311 W. Ten Mile, Southfield, MI 48075.

Equature will install hardware, its telecommunication management software, and interfaces (System) in accordance with the Client's RFP, dated 11/17/2017, Equature's RFP Response, dated 12/20/2017, and as clarified in the email to Federal Engineering and the Client dated 1/10/2018, both of which are included in this Agreement by reference (the "Contract Documents"). Equature shall warrant the hardware and software provided under this Agreement for a period of ten (10) years from the date of System acceptance by the Client ("Acceptance Date"). Client is responsible for the equipment that Client provides. The software will provide all of the telecommunications management reports and utilities Software performance is in direct correlation with data/information provided by Client.

Included Services. Equature will provide the following services with respect to the Hardware and Software:

- All required labor, materials, equipment, and services to design, integrate, implement, test, guarantee, maintain, and update/upgrade the System. Client will provide all connections from the telephone system(s) (PBX / Radio) as required by Equature.

- A connection to the network.

- All house wire, cable and electrical connections.

- System Service which include online service on a 24-hour basis and built-in 24-hour alarming system

- Updates to Software. Requisite updates will be provided, remotely installed and include: online help, and new releases of your software version.

- Training services which include initial onsite training and lifetime online training, and any additional training at Equature's facilities.

- Maintenance and support service including free telephone assistance continuously 24 hours per-day 365 days per-year during the ten-year warranty period. A description of the maintenance and support services are provided in Appendix "A" to this Agreement.

Total contract price: \$261,699.00 per Equature's 1/10/2018 clarified RFP response. Contract price includes all products and services to be provided hereunder.

Installation to Customer Provided Connection points (5 ft from recorder location).

Payment terms: The client shall pay the contract price in accordance with the following payment schedule.

- 20 percent on delivery.
- 30 percent Phase I – Installation & Transition to Production Environment.
- 30 percent Phase II – Installation & Transition to Production Environment.
- 20 percent on final system acceptance.

Implementation Schedule: (Estimated Business Days)

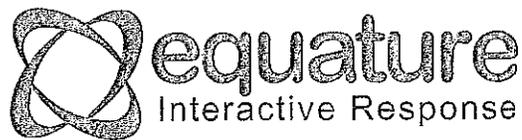
Order received by EQUATURE (Order)

Kick-off meeting / Conference Call (Order + 5 days)

Architecture review and finalization (Kickoff + 5 days)

Delivery Schedules (Order + 20 days)

- Initial delivery schedule based on initial award 4-6 weeks
- Structure delivery to coordinate with site activities, establishing provided monitoring circuits and vendor schedules
- Production Schedule
- Assembly
- Testing
- Burn-in Completion



Pre-installation checklist created / Completed (Order + 25 days)

- Pre-Installation site visit / Walk-through, If applicable
- Installation / Confirmation / Acceptance Test (Order + 30 days)
- Primary / Archive – Access confirmation
- On-site Training / Online Training, if applicable
- Setup: Remote Monitoring & Proactive Status Notifications
- Sign-off/ System Acceptance (Order + 35 days)

EQUATURE Money Back Satisfaction Guarantee

Equature is pleased to offer this Money Back Satisfaction Guarantee. As a manufacturer and developer of Next Generation 9-1-1 Communication Capture Solutions, we are in direct contact with our customers and do not have to rely on the Reseller model of moving requests and concerns up the chain of command. You have a direct line to the top. We have over 25 years of experience in servicing the Public Safety community and understand the needs and challenges you face each day. We have a long track record of success which allows us to offer the following guarantee. In the event the EQUATURE® Recording system does not perform during the acceptance period to standard 911 recording features and functions then City of Paducah can terminate the agreement with 90 days' notice to correct the issues and receive a full refund. We look forward to creating a long-term Business Partnership!

ADDITIONAL TERMS AND CONDITIONS:

LICENSE AGREEMENT. Client desires to obtain from Equature a non-exclusive and non-transferable license to use Equature-provided hardware, telecommunication software, programs, procedures, and related material in accordance with the provisions herein.

LICENSE. Subject to the terms and conditions of this Agreement, Equature hereby grants and Client accepts a non-transferable and non-exclusive license to use those programs, procedures and related materials collectively and individually on the computer equipment provided by Equature. Client does not obtain title to any of Equature's software programs, documentation or formats of either the original programs or subsequent programs that may or may not be provided in the future, and does not have the right to copy, alter, reproduce, resell or give away any of the information of Equature's software. All information shall be considered as trade secrets of Equature and/or the software.



WARRANTIES: Equature makes the following warranties on the Hardware and Software that are sold hereunder

Hardware Warranty. Equature warrants that the Hardware shall be fully compliant with and satisfy all of the specifications, requirements and standards of performance that are contained in the Contract Documents and shall be free of all material defects and deficiencies. Should the Hardware, or an component thereof, fail to comport with any of these warranty requirements, Equature shall take all corrective action to resolve that failure, including the replacement of any defective or deficient Hardware. This warranty does not apply to any product that had been repaired, worked upon or altered by persons not so authorized by Equature or in Equature's sole judgment has been subject to misuse, negligence or accident. This warranty also does not apply to any of Equature's products which have been connected, installed, used, adjusted or in which operating materials have been installed or materials assembled otherwise than in accordance with the instructions furnished by Equature.

Software Warranty. Equature warrants that all of Equature's software shall (i) be fully compliant with and satisfy all of the specifications, requirements and performance standards that are contained in the Contract Documents (specifically including the format and information that was supplied in any samples that were provided), (ii) shall provide the reports that are currently designed and those required by the City of Paducah, Kentucky Multimedia Logging Recorder System RFP dated 11/17/2017. and (iii) shall be free of all material defects and deficiencies. Should the Software, or a component thereof, fail to comport with any of these warranty standards, Equature shall take all corrective action to resolve that failure, including the replacement of any defective or deficient Software. Any reports not designed or required the Client's RFP will be considered "Custom" and must be approved by Equature.

Warranty Term. The warranties made by Equature under this Section shall remain in effect for a period of ten (10) years following the Acceptance Date.

INDEMNITY. Equature shall fully indemnify, defend and save Client harmless from any third-party claim filed against the Client which is based, in whole or part, on (i) any defect or failure in the Hardware and/or Software, (ii) any negligent act or omission of Equature, or its subcontractor and agents, and (iii) the infringement of any intellectual property rights; provided that Client provides Equature with reasonable notice of such claim, and cooperates with Equature in defending against that claim. Equature shall also indemnify the Client on any damages, losses and expenses (including attorney fees) that Client incurs as a result of Equature's failure to comply with and/or perform the covenants, obligations, warranties and undertakings that it has assumed under this Agreement. Provided, however, that Equature shall not have any indemnity liability on any claim, cause of action, damages, losses or expenses that arise from Client's sole negligence or fault, or from Client's breach under the Agreement.

LIMITATIONS ON DAMAGES. Except as otherwise provided in this Agreement, Equature shall not be liable to Client for direct, indirect, incidental or consequential damages that it incurs as a result of any

defect or use of the software. Provided, however, The Limitation of Liability Provisions under this Section shall not apply to any claims that are attributable to or result from (i) Equature's bad faith or willful breach of its covenants and obligations under this Agreement, (ii) the gross negligence or willful misconduct of Equature's employees, agents and subcontractors, or (iii) the infringement of a third part's intellectual property rights

TERMINATION. If for any reason this Agreement between Client and Equature is terminated, abridged, canceled, breached or nullified, both parties agree that the license agreement shall remain in effect in perpetuity. All originals, all copies and all derivatives of all programs, documentation, modifications, derivatives and any other material received from Equature, and/or Equature's software shall be returned immediately. However, upon written authorization from Equature, copies of information and software may be retained for archive purposes only. In the event of termination, all rights and obligations of the parties shall cease, except for the infringement on the trade secrets, ownership and copyrights of Equature's software.

OTHER

In the event Equature fails to comply with its contract obligations under this Agreement, or fails to remedy any breach of the warranties that it has made hereunder, Client shall have all rights and remedies as provided under Kentucky, including the rights and remedies that are provided under Kentucky's uniform commercial code as codified under KRS Chapter 355

If any one or more of the provisions of this Agreement, or the application of such provisions to the Client, Equature or any circumstances shall be held invalid; the remainder of this Agreement shall remain in full force and effect. Equature shall not be liable for any loss or damage suffered by the Client caused by "Acts of God" or from any other cause beyond the control of Equature, and Client, by signing this Agreement, acknowledges and agrees to this provision.

Equature has not made nor is Client relying upon any representations other than those specifically set forth herein. Both parties concur that the entire Agreement between the parties is set forth herein. Additions, deletions or changes to this Agreement must be in writing and signed by Equature and Client to become effective. This Agreement, additions, deletions or changes to this Agreement shall be null and void unless signed by an Officer of Equature.

This agreement shall be deemed made in and governed by the laws of the State of Kentucky.

RESOLUTION OF DISPUTES

In the event of any dispute regarding the interpretation or enforcement of this Agreement, the parties shall attempt to resolve the dispute by negotiation. If the dispute cannot be resolved by negotiation, the parties shall submit the dispute for administered mediation. In the event a dispute cannot be resolved

by mediation, the parties shall resolve the dispute through arbitration in accordance with the following terms:

- Request for Arbitration. Upon the written request of a party, the dispute shall be submitted to an arbitrator designated by American Arbitration Association who shall have authority to resolve the dispute through the arbitration process. In accepting arbitration, each party expressly waives their rights to trial by jury.

- Arbitration Proceedings. The arbitration proceeding shall be conducted in Paducah, Kentucky, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. It is agreed and understood that the Subcontractor shall continue to perform the Work during the pendency of the proceeding.

- Arbitration Decision Final and Binding. The Arbitrator's decision shall be final and binding on both parties. Each party shall have the right to seek judicial enforcement of the arbitration award. Judgment may be entered upon the final decision of the arbitrator in any court having jurisdiction.

- Fees and Costs. The prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses incurred in the arbitration proceeding, including its reasonable attorney's fees.

This agreement shall be deemed made in and governed by the laws of the State of Kentucky.

AGREED AND ACCEPTED:

City of Paducah, Kentucky

By _____

Name/Title _____

Date _____

214119

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

 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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ORDINANCE NO. 2018 – 4 - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT WITH XYBIX SYSTEMS, INC. FOR THE
PURCHASE AND INSTALLATION OF FURNITURE THAT
WILL BE UTILIZED IN THE OPERATION OF THE CITY'S 911
SYSTEM

WHEREAS, XYBIX Systems, Inc. has offered to provide the City with dispatch console furniture that will be utilized in the operation of City's 911 system, which offer is defined by the terms contained in a "Dispatch Console Furniture Agreement"; and

WHEREAS, the furniture provided under that agreement will be beneficial to the City's 911 system, and improve the efficiency of the services that are provided thereunder.

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

SECTION 1. The City Commission does hereby accept the terms contained in the "Dispatch Console Furniture Agreement," and approve the execution of that agreement. The City Commission authorizes an expenditure of up to \$69,018.30 to fund the acquisition cost under the Agreement.

SECTION 2. The City Commission does hereby authorize and instruct the Mayor to execute the "Dispatch Console Furniture Agreement" in behalf of the City.

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

MAYOR

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, March 27, 2018.
Adopted by the Board of Commissioners, April 10, 2018.
Recorded by Tammara S. Sanderson, City Clerk, April 10, 2018.
Published by The Paducah Sun, _____, 2018.
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Dispatch Console Furniture Agreement

THIS AGREEMENT is made and entered into by and between the City of Paducah 911, 510 Clark Street, Paducah, KY. 42003, hereafter referred to as "Customer" and XYBIX Systems Inc., 8207 SouthPark Circle, Littleton, CO 80120, hereafter referred to as the "Contractor".

RECITALS

WHEREAS, the CUSTOMER, wishes to purchase the product and services of the Contractor to provide new dispatch console furniture; and

WHEREAS, there are funds available for the purchase of these services;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the CUSTOMER, and the Contractor agree as follows:

ARTICLE 1: TERM AND COST OF THE AGREEMENT

1.1 The Contractor agrees to furnish services on behalf of the CUSTOMER during the period commencing upon receipt of a "complete order" (including; executed contract or Purchase Order, executed finish selection sign-off sheet, executed cable selection sign-off sheet, and executed final drawing sign-off sheet) and terminating upon the final installation and completion of any punch lists, as per final approved drawing City of Paducah 911- REV 2 attached hereto and identified as Attachment B.

1.2 The Contractor shall be paid for time, materials and expenses. The cost of this Agreement to CUSTOMER shall not exceed \$ 69,018.30 as per XYBIX quote #22336 Revision C attached hereto and identified as Attachment A.

1.3 Acceptance Test Plan – A CUSTOMER representative shall be available on maximum 24 hours' notice to walk the project with Contractor's representative for the purpose of testing the functionality and specification compliance of all equipment supplied by the Contractor. A "punch list" will be created and signed by both parties with Contractor indicating the lead time required to complete punch list. CUSTOMER may withhold a maximum of 10% of the contract total as retention for completion of the punch list. Punch list form is attached hereto and identified as Attachment C.

1.4 Time is of the essence on this project. The Contractor agrees to have the console furniture built, installed and tested by July 16th, 2018. CUSTOMER agrees to have a "complete order" to Contractor by April 13th, 2018.

1.5 The Contract documents are as follows. This agreement and any amendments to it include;

- Attachment A – Quotation

Dispatch Console Furniture Agreement

- Attachment B – Final Drawings
- Attachment C – If applicable, acceptance test plan, punch list form, and any amendments to listed attachments

ARTICLE 2: EQUIPMENT AND SERVICES TO BE PROVIDED.

2.1 The specifications in this Agreement identify the type of console furniture equipment CUSTOMER is purchasing.

2.1.1 CUSTOMER shall designate one employee as the Project Director who shall act with and on behalf of CUSTOMER. That employee shall be Brent Stringer. The Contractor, his employees and associates shall coordinate work schedules with the Project Director, Mr. Kelley Smith.

2.1.2 The Contractor shall provide all hardware, system engineering, software, material and labor necessary to deliver, install and test, fully operational console furniture equipment. Delivery and installation is to be at the CUSTOMER located in 510 Clark Street, Paducah, KY. 42003. The Contractor shall be responsible for installing the dispatch console furniture in the location(s) indicated, and as directed by the Project Director.

2.2 **WORK INCLUDED:** All necessary and incidental equipment needed in order to meet the requirement for a complete installation in full compliance with specifications and approved drawings shall be supplied by the Contractor. The Contractor is responsible for verifying the completeness of any parts lists, the correctness of any type numbers and the overall suitability of the equipment to meet the main purpose of this Agreement.

ARTICLE 3: GENERAL TERMS

3.1 **LICENSES, PERMITS AND APPROVALS:** The Contractor shall obtain and pay for all permits, licenses and approvals necessary for the execution of the Contract and shall comply with all of the laws, ordinances, rules, orders, and regulations relating to performance of work.

3.2 **SHIPMENT OF EQUIPMENT:** The Contractor shall assume all risk and bear all costs for all equipment until it has been delivered to CUSTOMER premises. The Contractor shall unpack and inspect all equipment to verify it is free of physical defects.

3.3 **STORAGE OF MATERIALS:** CUSTOMER will provide a reasonable level of security for storage after delivery by Contractor and prior to final acceptance. It shall be the Contractor's responsibility for storage of any materials and CUSTOMER will not be responsible for loss of, or damage to materials, tools, appliances, or other causes unless such loss or damage results from negligence of CUSTOMER.

Dispatch Console Furniture Agreement

3.4 **ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that the Contractor shall not assign, transfer, convey, or otherwise dispose of the Agreement or its right, title or interest in or any part thereof, without previous written consent of CUSTOMER and any sureties.

3.5 **PAYMENTS:** The Contractor may submit billing invoices based on the following schedule: 50% billable upon contract execution and 40% billable upon delivery of materials Net 30 day terms. A 10% punch list retention for final touch up to be paid within 30 days of final sign-off or beneficial use and occupancy of Consoles, whichever occurs first.

3.6 **TITLE FOR EQUIPMENT:** Title passes to Customer upon final sign-off, acceptance and payment in full. No written title document need be supplied by the Contractor.

3.7 **EXTRA WORK:** No claims for extra work will be allowed unless same shall have been previously ordered by CUSTOMER in a written change order.

3.8 **TAX EXEMPT STATUS:** Customer shall be entitled to all tax exemptions provided under law. Customer shall provide contractor with sufficient documentation to evidence its tax exempt status.

3.9 **DELIVERY REQUIREMENTS - CONTRACTOR RELEASE:** Contractor shall be excused from performance during the time and to the extent they are prevented from obtaining, delivering, or performing in the customary manner, by acts of God, fire, war, strike, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide CUSTOMER satisfactory evidence that non-performance is due to other than fault or negligence on their part.

3.10 **TESTING:** All equipment to be supplied under this Contract shall be tested in the factory of manufacture by the original equipment manufacturer before shipping. CUSTOMER reserves the right, at CUSTOMER's expense, to personally witness and participate in the factory testing.

3.11 **CLEANING:** Each day during the installation, the Contractor shall keep clean the portion of the premises where work is being done and remove from the premise any trash, litter, packing, or other materials that result from the performance of the Agreement.

3.12 **CONTRACT MANAGEMENT:** The Contractor shall appoint a Project Manager who shall be responsible for the progress and quality of all work to be performed, and be available for discussions, when requested by the Project Director, concerning the fulfillment of the Agreement. Official documents addressed to the Contractor will be delivered to the Project Manager by the Project Director. The Project Manager shall be

Dispatch Console Furniture Agreement

available for work on this project at the time of signing the Agreement.

3.13 NOTICE AND SERVICE THEREOF: Any notice to the Contractor from CUSTOMER relative to any part of this agreement shall be considered delivered and the service thereof completed when said notice is posted by certified mail to the said Contractor at its last given address or delivered in person to said Contractor or its Project Manager on the job.

3.14 EQUIPMENT AND INSPECTION: The duty for determining rejected or defective equipment shall rest equally upon the Contractor and CUSTOMER and faulty equipment and defective work may be rejected at any time before the final completion and acceptance of the work.

3.15 INSURANCE: If required and upon request by CUSTOMER, Contractor can provide a certified proof of insurance. The certificate will follow these terms and requirements.

Work shall not commence until all necessary insurance requirements have been met and certificates thereof have been filed with CUSTOMER. All certificates of insurance shall be made out to CUSTOMER and submitted to CUSTOMER prior to the signed Agreement.

The insurance required below shall remain in effect throughout the term of this Agreement, and must not be allowed to lapse by the Contractor.

The Contractor shall require that all Subcontractors, including individuals hired as Independent Contractors, also maintain the insurance required below. The Subcontractors, and individuals hired as Independent Contractors, shall provide certificates of insurance to the Contractor, and the Contractor shall provide copies of those certificates to the City before the Subcontractor begins work.

Renewal certificates, for the Contractor, all Subcontractors, and all Independent Contractors, shall be submitted to CUSTOMER for policies which expire during the term of this agreement, or work may be stopped or payment delayed by CUSTOMER.

Insurance Requirements

The Contractor agrees it will defend, indemnify and hold harmless CUSTOMER, its officers and employees against any and all liability, loss, costs, damages and expenses which CUSTOMER, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this Agreement.

The Contractor further agrees that in order to protect itself as well as

Dispatch Console Furniture Agreement

CUSTOMER under the indemnity provision set forth above, it will at all times during the term of this Contract keep in force:

1. Comprehensive General Liability Insurance Policy with minimum limits of \$1,000,000 combined single limit (CSL), with coverage pertaining to operation and premises of Contractor;
2. Automobile Liability Insurance including owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this;
3. Workers Compensation Insurance.
4. Prior to the effective date of this Agreement, and as a condition precedent to this Agreement, the Contractor will furnish the Owner with certificates of insurance listing CUSTOMER as Additionally Insured.

3.16 **LAW OF THE STATE OF KENTUCKY:** This Agreement is entered into within the State of KENTUCKY, and the law of said state, whether substantive or procedural, shall apply to this Agreement, and that all statutory, charter and ordinance provisions that are applicable to public Contracts in the City and the State of Colorado shall be followed with respect to this Agreement.

3.17 **RECORDS - AVAILABILITY AND RETENTION:** The Contractor agrees that CUSTOMER, the CUSTOMER Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

3.18 **NON-DISCRIMINATION:** During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, sexual orientation, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

3.19 **MERGER AND MODIFICATION:** It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to

Dispatch Console Furniture Agreement

be part of this Agreement.

3.20 INDEPENDENT CONTRACTOR: Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures within CUSTOMER. No tenure or any rights or benefits including Workers Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available CUSTOMER employees, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

3.21 3.21 WARRANTY: The Contractor shall warrant to CUSTOMER, that the equipment to be delivered shall conform to the CUSTOMER'S specifications, requirements and performance standards.

3.21.1 Time of Warranty: The warranty term shall be for a period of five years from the date of final completion and acceptance of the total complete work by CUSTOMER or beneficial use and occupancy of the furniture whichever occurs first.

3.21.2 Design Performance: The Contractor shall warrant that the equipment is capable of performing satisfactorily under normal operating conditions at specified equipment ratings and capacity. The Contractor shall warrant that the equipment supplied is free from imperfections in design, materials or construction which would create hazards.

3.21.3 Corrective Work: Should the equipment or any component thereof fail to comport with any of the warranty standards contained hereunder, Contractor shall take all corrective action to resolve that failure, including the replacement of any defective equipment.

3.22 TRAINING AND DOCUMENTATION: The Contractor shall provide on-site training and instruction for CUSTOMER employees covering the operation of the console work position features including, but not limited, to the adjustable monitor surface and the adjustable writing and keyboard surface. The Contractor shall also provide the Owner with any and all pertinent documentation describing the features and operation for the console work positions.

3.23 SCHEDULE: CUSTOMER will provide a date a minimum of sixty (60) calendar days in advance when installation is to begin. The Contractor is to complete installation within 5 calendar days after that date. That date will be approximately June 25th, 2018 with a completion by June 29th, 2018.

3.24 The prices, terms, and conditions of this contract may be extended to other governmental agencies at the mutual agreement of both the agency and the Contractor. All requirements of the specifications, purchase order, invoices, and payments with the other agencies would be executed directly between the

Dispatch Console Furniture Agreement

Contractor and the using agency.

ARTICLE 4: CONSOLE FURNITURE GENERAL REQUIREMENTS

4.1 **NEW EQUIPMENT:** All equipment and materials shall be new, and shall be the best of their respective kinds, free of corrosion, scratches, or such other defects as to present anything other than a new appearance. This agreement defines the minimum technical requirements and parameters for all console furniture units for the CUSTOMER Communications Center.

4.1.1 **Current Design:** The electronic equipment to be installed by others in the console furniture will be modular and reflect current concepts in dispatch center design.

4.1.2 **Standards:** The console furniture shall meet or exceed the latest applicable ADA, BIFMA, and ANSI/HFES100-2007 Ergonomic Standards. All panels and equipment mounting rails shall conform to EIA standards.

4.2 **MECHANICAL REQUIREMENTS:** The radio communications console furniture shall have an electrically adjustable keyboard shelf/writing surface independent of the monitor surface and an electrically adjustable monitor surface.

4.2.1 **Construction:** If selected, the console furniture panel enclosure shall consist of a 14 ga. welded and powder coated painted steel framework with 20 ga. steel (fabric/acoustical) tiles or panel segments attached to both sides to form a strong and attractive enclosure system. The acoustical panels shall use Class A flame spread fabrics and all panel system components shall be of non-combustible construction. Console furniture must be designed so it can be disassembled and reconfigured in the field.

4.2.2 **Colors and Finish:** The consoles shall have colors and finishes as follows:

Panel Trim: Black
Panel Fabric: Guildford of Maine, Lido Cape May 2858-023
Laminate: Color
T-Mold: Black
Melamine: Color
Edge band: Color
Handle: D-Pull, Black

4.2.3 **Work Surface:** The Contractor shall provide a vertically adjustable,

Dispatch Console Furniture Agreement

electric powered, keyboard/writing surface. The writing/keyboard surface shall be vertically adjustable with a lifting capacity of 350 pounds. The top of the writing surface shall be at a height from the floor of 23 inches when at the lowest vertical setting. The highest vertical setting shall be 50 inches allowing an operator to work comfortably while in a standing position.

4.2.4 Monitor Surface: The Contractor shall provide a vertically adjustable, electric powered, monitor surface. The monitor surface shall be vertically adjustable with a lifting capacity of 350 pounds. The top of the monitor surface shall be at a height from the floor of 23 inches when at the lowest vertical setting. The highest vertical setting shall be 50 inches allowing an operator to work comfortably while in a standing position.

4.3 Stability: The console furniture shall be designed to prevent the console from tipping over due to high loads on the writing/keyboard or monitor surfaces or elsewhere. The consoles shall be capable of resisting a static load anywhere on the writing surface of 500 lbs. without damage resulting. Support legs shall not interfere with operator feet.

4.4 Leveling: The bottom of the console furniture shall be equipped with leveling devices that the Contractor shall use at the time of installation to provide a writing surface that is essentially level even if there is a slight variation from level in the flooring.

4.5 Task Lighting: If selected, each of the indicated consoles shall be equipped with a Contractor provided, installed and connected articulating task light, equipped with LED light bulbs as per approved drawings.

4.6 MyClimate Personal Environments Circulated Air System: If selected and per the drawings in Attachment B, the Contractor shall provide and install a MyClimate Personal Environments System for each of the console furniture positions.

4.7 Focal Depth adjustment. LCD monitors can be placed on a RollerVision focal depth adjuster which provides 10 inches of easy manual adjustment from 20" minimum to 30 maximum.

4.8 Drawings: Contract drawings as approved by Customer shall be the basis for all materials provided and for installation of consoles in the space provided. It is the responsibility of CUSTOMER to verify with Contractor that all equipment is accounted for.



Dispatch Console Furniture Agreement

Contractor having signed this Agreement, and the CUSTOMER officials having duly approved this contract on the ___ day of _____, 20___, and pursuant to such approval and the proper CUSTOMER officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

Approved as to form:

City of Paducah 911

Representative, Title

Date: _____

XYBIX SYSTEMS, INC.

Barry Carson, President
Xybix Representative, Title

Date: March 22nd, 2018

Agenda Action Form Paducah City Commission

Meeting Date: April 10th, 2018

Short Title: Termination of Easement between Four Rivers Behavioral health and City of Paducah

Ordinance Emergency Municipal Order Resolution Motion

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

Background Information:

The City of Paducah entered into a perpetual easement agreement on December 12th, 2006 with Western Kentucky Regional Mental Health and Mental Retardation Advisory Board, Inc. d/b/a Four Rivers Behavioral Health. The easement, recorded in Deed Book 1111, Page 41, allowed for the City of Paducah to use the property's parking lot after business hours. The objective of the easement was to allow for public parking during City events. Both parties have reached a conclusion that the easement is no longer necessary and desire to terminate the easement.

Goal: Strong Economy Quality Services Vital Neighborhoods Restored Downtowns

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

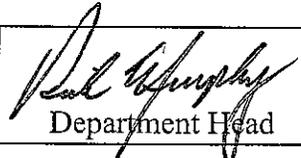
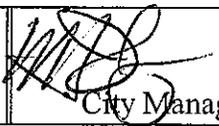
Finance

Staff Recommendation:

Authorize the Mayor to sign the termination of easement document, as referenced herein, recorded in Deed Book 1111, Page 41.

Attachments:

Termination of Easement

 Department Head	City Clerk	 City Manager
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AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A TERMINATION OF EASEMENT WITH WESTERN KENTUCKY REGIONAL MENTAL HEALTH AND MENTAL RETARDATION ADVISORY BOARD, INC. DBA FOUR RIVERS BEHAVIORAL HEALTH FOR A PARKING LOT AREA LOCATED ON THE SOUTHSIDE OF JEFFERSON STREET BETWEEN NORTH FOURTH AND NORTH FIFTH STREETS

WHEREAS, the City of Paducah by Ordinance 2006-11-7207 authorized a perpetual easement between the City of Paducah, Kentucky, and the Western Kentucky Regional Mental Health and Mental Retardation Advisory Board, Inc., DBA Four Rivers Behavioral Health (FRBH) for a parking lot area located on the southside of Jefferson Street between North Fourth and North Fifth Streets; and

WHEREAS, the City and FRBH mutually agree that the termination of said Perpetual Easement is in the best interest of both parties; and

WHEREAS, after the approval of this ordinance, the Termination of Easement shall be made part of the public records of the City of Paducah, Kentucky, and recorded in the office of the County Court Clerk of McCracken County, Kentucky.

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

SECTION 1. That the Mayor is hereby authorized to execute a Termination of Easement with Western Kentucky Regional Mental Health and Mental Retardation Advisory Board, Inc., DBA Four Rivers Behavioral Health, for a parking lot area located on the southside of Jefferson Street between North Fourth and North Fifth Streets and being more particularly described as follows:

PARCEL "B"

A certain tract of land as surveyed by K. Jett Wood, PLS No. 3445 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on March 31, 2000 located at the southeast corner of 5th Street and Jefferson Street in the City of Paducah, McCracken County, Kentucky and being more particularly described as follows:

Beginning at a punch mark in concrete (found) 33.0 feet south at right angles from the centerline of Jefferson Street, said centerline point being 30 feet east with said centerline from the centerline intersection of Jefferson Street and 5th Street;

THENCE South 25 degrees 35 minutes 05 seconds East for a distance of 173.25 feet with the east right-of-way of 5th Street to a P. K. Nail (found) in asphalt 30.0 feet east at right angles from the centerline of said street;

THENCE North 64 degrees 24 minutes 55 seconds East for a distance of 173.25 feet with the north line of the Duke and Long Distributing Company, Inc. properties described as Parcel A in Deed Book 912, Page 446 and as Tract I in Deed Book 912, Page 452 [passing through a P. K. Nail (set) in asphalt at 108.75 feet] to a P. K. Nail (found) in asphalt;

THENCE North 25 degrees 35 minutes 05 seconds West for a distance of 173.25 feet with the west line of the Duke and Long Distributing Company, Inc. property described as Parcel C in Deed Book 912, Page 446 [passing through a P. K. Nail (set) in asphalt at 22.94 feet] to a 1/2" diameter rebar

with aluminum cap stamped SCI No. 3015 (found) 33.0 feet south at right angles from the centerline of Jefferson Street;

THENCE South 64 degrees 24 minutes 55 seconds West for a distance of 173.25 feet with the south right-of-way of Jefferson Street to the point of beginning.

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

Said property contains 0.6891 acres.

Bearings described herein are based on a bearing South 64 degrees 24 minutes 55 seconds West along the south right-of-way of Jefferson Street.

PARCEL "C"

A certain tract of land as surveyed by K. Jett Wood, PLS No. 3445 of the firm of Dummer Surveying & Engineering Services, Inc. of Paducah, Kentucky on March 31, 2000 located at the southwest corner of 4th Street and Jefferson Street in the City of Paducah, McCracken County, Kentucky and being more particularly described as follows:

Beginning at a 1/2" diameter rebar with aluminum cap stamped "SCI No. 3015" (found) 33 feet south at right angles from the centerline of Jefferson Street, said centerline point being 33.0 feet west with said centerline from the centerline intersection of Jefferson Street and 4th Street;

THENCE South 64 degrees 24 minutes 55 seconds West for a distance of 173.25 feet with the south right-of-way of Jefferson Street to a 1/2" diameter rebar with aluminum cap stamped "SCI 3015" (found) 33.0 feet south at right angles from the centerline of said street;

THENCE South 25 degrees 35 minutes 05 seconds East for a distance of 150.31 feet with the east line of the Duke and Long Distributing Company, Inc. property described as Parcel B in Deed Book 912, Page 446 to a P. K. Nail (set) in asphalt;

THENCE North 64 degrees 24 minutes 55 seconds East for a distance of 173.25 feet with the north line of the Ronald L. and Sara N. King property described as Deed Book 863, Page 609 to a point 33.0 feet west at right angles from the centerline of 4th Street, said point being located South 64 degrees 24 minutes 50 seconds West for a distance of 0.53 feet from a 1/2" diameter rebar with aluminum cap stamped "SCI No. 3015 (found);

THENCE North 25 degrees 35 minutes 05 seconds West for a distance of 150.31 feet with the west right-of-way of 4th Street to the point of beginning.

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

Said property contains 0.5978 acres.

Bearings described herein are based on a bearing of South 64 degrees 24 minutes 55 seconds West along the south right-of-way of Jefferson Street.

Being a part of the same property conveyed to Anthony Veltri, by Deed dated June 4, 2003, of record in Deed Book 1011, Page 304, McCracken County Clerk's Office.

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 April 10, 2018

Adopted by the Board of Commissioners _____

Recorded by Tammara S. Brock, City Clerk, _____

Published by *The Paducah Sun*, _____

Wordseasement - termination Four Rivers Behavioral Health

TERMINATION OF EASEMENT

COME, the undersigned, after first being duly sworn and under oath, state as follows:

- WHEREAS, by Perpetual Easement dated December 12, 2006, of record in Deed Book 1111, Page 41, McCracken County Clerk's Office, by and between Western Kentucky Regional Mental Health and Mental Retardation Advisory Board, Inc. d/b/a Four Rivers Behavioral Health (Grantor) and City of Paducah, Kentucky, (Grantee), a non-exclusive right in the premises set out therein, was granted to Grantee.
- That Ordinance No. 2006-11-7207 authorized the Mayor to execute said Perpetual Easement between the City of Paducah, Kentucky and Western Kentucky Regional Mental Health and Mental Retardation Advisory Board, Inc. dba Four Rivers Behavioral Health.
- That pursuant to Paragraph 21 of said Easement, the power to amend or modify was granted, provided it was in writing and signed by both parties thereto; and
- The parties mutually agree that the termination would be in the best interests of both parties as evidenced by their execution hereof.

After approval and execution by the parties, this Termination of the Easement shall be recorded in the McCracken County Clerk's Office, and a notation of its filing entered on the margin of the Perpetual Easement.

IN TESTIMONY WHEREOF, witness the hands of the Party Affiants on this 27th day of March, 2018.

WESTERN KENTUCKY REGIONAL
MENTAL HEALTH AND MENTAL
RETARDATION ADVISORY BOARD,
INC., D/B/A FOUR RIVERS BEHAVIORAL
HEALTH

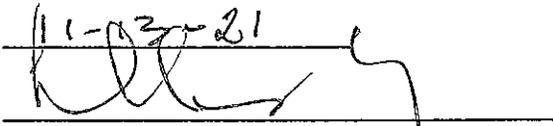
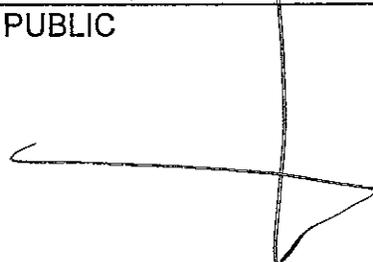
CITY OF PADUCAH, KENTUCKY

BY: 
TERRY HUDSPETH
CHIEF EXECUTIVE OFFICER

BY: _____
BRANDI HARLESS
MAYOR

STATE OF KENTUCKY)
) SS
COUNTY OF McCracken)

The foregoing Termination of Easement was subscribed, sworn to and acknowledged before me by TERRY HUDSPETH as CHIEF EXECUTIVE OFFICER of and on behalf of WESTERN KENTUCKY REGIONAL MENTAL HEALTH AND MENTAL RETARDATION ADVISORY BOARD, INC., D/B/A FOUR RIVERS BEHAVIORAL HEALTH, on this the 27th day of MARCH, 2018.

My Commission Expires: 11-03-21

NOTARY PUBLIC


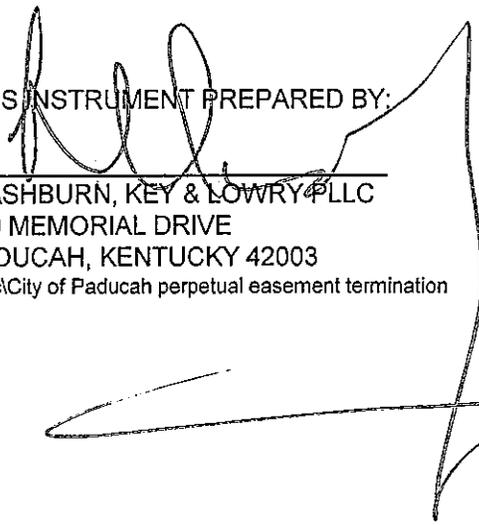
STATE OF KENTUCKY)
) SS
COUNTY OF McCracken)

The foregoing Termination of Easement was subscribed, sworn to and acknowledged before me by BRANDI HARLESS as MAYOR of and on behalf of CITY OF PADUCAH, KENTUCKY, on this the _____ day of _____, 2018.

My Commission Expires: _____

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:



WASHBURN, KEY & LOWRY PLLC
139 MEMORIAL DRIVE
PADUCAH, KENTUCKY 42003
MiscCity of Paducah perpetual easement termination

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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ORDINANCE NO. 2018 - _____

**AN ORDINANCE AUTHORIZING AND APPROVING FIVE
(5) AMENDMENT AGREEMENTS WHICH SUPPLEMENT
THE PROFESSIONAL CONSULTING AGREEMENT
THAT WAS MADE WITH FEDERAL ENGINEERING, INC.**

WHEREAS, on August 26, 2016, the Board of Commissioners adopted Ordinance No. 2016-8-8401 which authorized the execution of a Professional Consulting Agreement with Federal Engineering, Inc. (“Federal Engineering”) for the performance of consulting services on the planning, design and implementation of an upgraded 911 system which is compliant with existing legal requirements; and

WHEREAS, the City requested Federal Engineering to perform additional consulting services with respect to the design and procurement of a replacement digital logging recorder and computer assisted dispatch system (“CAD System”) that will be utilized in the upgraded 911 system; and

WHEREAS, Federal Engineering submitted three (3) separate amendment agreements which identify the additional services that it performed, and the estimated cost of those services, all of which were approved and authorized by the City Manager; and

WHEREAS, the City has requested Federal Engineering to perform additional consulting services with respect to the acquisition, installation, verification and testing of the replacement digital logging recorder and CAD System, and the records management system that will be utilized therewith (“RMS”); and

WHEREAS, Federal Engineering has submitted two additional amendment agreements which outline the additional services that it has agreed to perform, and the estimated cost of those services, which agreements are identified as Amendment No. 6 and Amendment No. 7; and

WHEREAS, the additional consulting services provided by Federal Engineering under the amendment agreements have been and will continue to be critical to the achievement of the upgraded 911 system, and the operability and performance of that system.

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

SECTION 1. The City Commission does hereby approve the three (3) amendment agreements that Federal Engineering submitted on the additional consulting services that it has performed. A summary of these amendment agreements is as follows:

- (a) Amendment No. 2, which is dated April 5, 2017, is comprised of additional consulting services that were performed with respect to evaluating and drafting terms and conditions for the RFPs issued on the replacement digital logging recorder and CAD system, having an estimated total cost of \$9,890.00.
- (b) Amendment No. 3, which is dated August 24, 2017, is comprised of additional consulting services that were performed with respect to defining the operational and technical requirements for the replacement digital audio logging recorder, and preparing and implementing a final RFP on the recorder, having an estimated total cost of \$34,900.00.
- (c) Amendment No. 5, which is dated January 26, 2018, is comprised of additional consulting services that were performed with respect to evaluating and negotiating the final terms and conditions on the procurement of the CAD system, having an estimated total cost of \$6,608.00

The City Commission authorizes an expenditure of up to \$51,398.00 to fund the estimated costs under

the amendment agreements.

SECTION 2. The City Commission does hereby approve Amendment No. 6 and Amendment No. 7 that Federal Engineering submitted on the additional consulting services that it has agreed to perform. A summary of these amendment agreements is as follows:

- (a) Amendment No. 6, which is dated March 30, 2018, is comprised of additional consulting services that relate to the procurement, implementation and testing of the CAD system and RMS, and the development of training programs for those systems, having an estimated total cost of \$105,000.00.
- (b) Amendment No. 7, which is dated August 24, 2017, is comprised of additional consulting services that relate to the evaluation, implementation and testing of the replacement digital logging recorder, and the development of training programs for that equipment, having an estimated total cost of \$15,000.00.

The City Commission hereby authorizes the execution of Amendment No. 6 and Amendment No. 7.

The City Commission further authorizes an expenditure of up to \$120,000.00 to fund the estimated costs under the amendment agreements.

SECTION 3. The City Commission does hereby authorize and instruct the Mayor to execute Amendment No. 6 and Amendment No. 7 on behalf of the City. The City Commission further ratifies the City Manager's approval and execution of Amendment No. 2, Amendment No. 3 and Amendment No. 5.

SECTION 4. Amendment No. 1 and Amendment No. 4 to the Professional Consulting Agreement are expressly excluded from this Ordinance. Amendment No. 1, which relates to a clarification made by Federal Engineering to the Professional Consulting Agreement, was approved under Ordinance No. 2016-8-8401. Amendment No. 4, which relates to additional

consulting services offered by Federal Engineering on implementation support, was rejected by the City Manager.

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 on _____, 2018.

Adopted by the Board of Commissioners on _____, 2018.

Recorded by City Clerk on _____, 2018.

Published by The Paducah Sun on _____, 2018.

\911\E-911 CAD Implementation Federal Engineering Amendments 4-2018

Ordinance prepared by Tom Keuler at KKHB



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

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.

PROFESSIONAL CONSULTING AGREEMENT

This Professional Consulting Agreement made this 18 ^{August} day of ~~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
Signature

By: Gayle Kaler
Gayle Kaler, Mayor

Ronald F. Bosco
Print Name

Gayle Kaler
Date

President
Title

Mayor

July 25, 2016
Date

August 18, 2016

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.

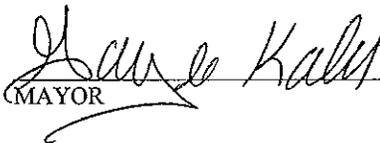
SECTION 3. The Finance Director is hereby authorized to make said expenditure approved in Section 1 from the General Fund, Unreserved Fund Balance of the City of Paducah, Kentucky.

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.

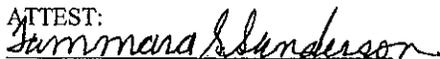
SECTION 5. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were 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.
\\ord\911\agree-consulting services -equipment
Prepared by KKHB

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
CHANGE ORDER NO. 1, CHANGE ORDER NO. 2, CHANGE ORDER NO. 3 AND
CHANGE ORDER NO. 4 FOR THE PAT & JIM BROCKENBOROUGH ROTARY
HEALTH PARK PROJECT PHASE I

WHEREAS, the City approved Ordinance No. 2016-11-8451 to enter into a contract with Wilkins Construction, Inc., in the amount of \$619,169.36 for the construction of the Pat & Jim Brockenborough Rotary Health Park –Phase I; and

WHEREAS, Wilkins Construction, Inc. submitted four change orders over the life of the project which included Change Order No. 1 which increased the contract by \$196.81 for adjustments to equipment and fixtures, Change Order No. 2 which increased the contract by \$969.12 for adjustments to seeding and additional irrigation work, Change Order No. 3 which provided for a time extension of 52 days due to weather delays, and Change Order No. 4 which decreased the contract by \$605.00 for the elimination of one water spigot. These changes combined increase the amount of the contract by \$560.93 and increase the total contract amount to \$619,730.29.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute Change Order No. 1, 2 & 4 in the combined amount of \$560.93 with Wilkins Construction, Inc. for additional items that are in excess of the original contract for the Pat & Jim Brockenborough Rotary Health Park Project – Phase I, which will change the total contract amount to \$619,730.29. Further, the Mayor is hereby authorized to execute Change Order No. 3 which increases the contract time of completion by 52 days.

SECTION 2. This expenditure shall be charged to the Health Park account, project number CD0083.

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

Mayor

ATTEST:

Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, April 10, 2018

Adopted by the Board of Commissioners, _____

Recorded by Tammara S. Sanderson, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\parks\chgord 1-4 Pat & Jim Brockenborough Rotary Health Park Phase I

**CITY OF PADUCAH
PLANNING DEPARTMENT
CHANGE ORDER #1-#4**

CHANGE ORDER NO: 1-4
DATE: 3.26.2018
NAME OF PROJECT: Pat & Jim Brockenborough Rotary Health Park - Phase 1
OWNER: City of Paducah, Kentucky
VENDOR: Wilkins Constructions

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

Change Order #1 Amount	\$	196.81
Change Order #2 Amount	\$	969.12
Change Order #3 Amount	\$	-
Change Order #4 Amount	\$	(605.00)
Total Amended for all Change Orders	\$	560.93

ORIGINAL CONTRACT PRICE: \$619,169.36
NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE: \$619,730.29
THE CONTRACT TIME WILL BE INCREASED BY:** 52

APPROVALS REQUIRED:

VENDOR:

PARKS SERVICES DIRECTOR

MAYOR:

DATE

DATE

DATE

3-26-2018

3-30-18



AIA®

Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i>	CHANGE ORDER NUMBER: 001	OWNER: <input checked="" type="checkbox"/>
Paducah Health Park - Phase 1	DATE: March 22, 2017	ARCHITECT: <input checked="" type="checkbox"/>
MLK Blvd at 13th and 14th Streets, Paducah, Kentucky		CONTRACTOR: <input checked="" type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i>	ARCHITECT'S PROJECT NUMBER: 15082	FIELD: <input type="checkbox"/>
Wilkins Construction	CONTRACT DATE: November 10, 2016	OTHER: <input type="checkbox"/>
514 Louisiana St.	CONTRACT FOR: General Construction	
Paducah, Ky 42003		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Adjustments	Original Amount	Updated Amount	Difference
Construction Staking	\$ 3,713.00	\$ 5,473.00	\$ 1,760.00
Silt Fence	\$ 5,772.00	\$ 6,819.00	\$ 1,047.00
Exercise Equipment	\$25,000.00	\$24,332.00	(\$ 668.00)
Exercise Equipment Install	\$ 0.00	\$ 4,716.00	\$ 4,716.00
Poured in Place Safety Surfacing	\$65,117.00	\$68,602.00	\$ 3,485.00
1 1/2" PVC Water Line	\$ 1,771.00	\$ 2,556.00	\$ 784.08
1" PVC Water Line	\$ 4,182.00	\$ 6,078.00	\$ 1,895.50
23" Precast Area Drain	\$ 8,320.00	\$ 0.00	(\$8,320.00)
12" Storm Line	\$ 12,760.00	\$ 0.00	(\$12,760.00)
2 Light Poles, Luminaries Concrete Bases (Omit All Banner Arms)	\$54,850.00	\$52,850.00	(\$2,000.00)
Addition of 2 Light Poles and Fixtures			\$14,637.99
Concrete Trail Changes	\$85,644.00	\$91,338.00	\$ 5,694.00
Drinking Fountain Bottle Filler			\$ 2,800.00
Playground Aggregate Base Course	\$13,671.00	\$ 0.00	(\$13,671.00)
Concrete Bench Pads	\$ 495.00	\$ 959.20	\$ 464.20
Concrete Drinking Fountain Pads	\$ 252.00	\$ 824.08	\$ 572.04
Telecom Conduits	\$ 640.00	\$ 400.00	(\$ 240.00)

The original Contract Sum was	\$	619,169.36
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	619,169.36
The Contract Sum will be increased by this Change Order in the amount of	\$	196.81
The new Contract Sum including this Change Order will be	\$	619,366.17

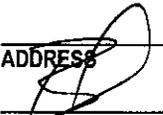
The Contract Time will be increased by (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is Unchanged

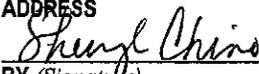
NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Brandstetter Carroll Inc.
ARCHITECT (Firm name)
2360 Chauvin Drive , Lexington, Kentucky
40517
ADDRESS

BY (Signature)
Mark Hermon
(Typed name)
4/12/17
DATE

Wilkins Const. Co.Inc
CONTRACTOR (Firm name)
P O Box 3027
Paducah, KY 42002
ADDRESS

BY (Signature)
BRAD WILKINS
(Typed name)
4.17.14 17
DATE

City of Paducah
OWNER (Firm name)
Po Box 2267 Paducah, KY
42002
ADDRESS

BY (Signature)
SHERYL CHINO
(Typed name)
4/21/2017
DATE



CITY OF PADUCAH
300 South 5th Street
P. O. Box 2267
Paducah, KY 42002-2267
www.paducahky.gov

Department of Planning
Steve Ervin, Director

Phone: (270) 444-8690
Fax: (270) 444-8689

LETTER OF TRANSMITTAL

TO: Pat Hoagland
Brandstetter Carrol, Inc.
2360 Chauvin Dr. #201
Lexington, KY 40517

FROM: Sheryl Chino, Grants Administrator
City of Paducah/Department of Planning

DATE: April 21, 2017

RE: Paducah Health Park Phase 1

Transmitted herewith, please find enclosed the following document(s):

1. Change Order #1



AIA®

Document G701™ - 2001

Change Order

PROJECT (Name and address): Paducah Health Park MLK Blvd at 13th and 14th Streets, Paducah, Kentucky	CHANGE ORDER NUMBER: 002 DATE: May 12, 2017	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Wilkins Construction 514 Louisiana St. Paducah, KY 42003	ARCHITECT'S PROJECT NUMBER: 15082 CONTRACT DATE: November 10, 2016 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Add trenching/backfill, 100' of 3/4" PVC pipe, 300' of THHN copper wire (#10), a 1P20A breaker for power to the irrigation controller	\$ 2,226.40
2. Add 2,935 c.y. of earthwork at the Contract Unit Price of \$6.44	\$18,901.40
3. Omit 6,334 s.y. of sod at the Contract Unit Price of \$4.00	(\$25,336.00)
4. Omit 18,795 s.y. of seed at the Contract Unit Price of \$0.50	(\$ 9,397.50)
5. Add 25,129 s.y. of Bermuda seeding at the Unit Price of \$0.58	\$14,574.82
Total	\$ 969.12

The original Contract Sum was	\$ 619,169.36
The net change by previously authorized Change Orders	\$ 196.81
The Contract Sum prior to this Change Order was	\$ 619,366.17
The Contract Sum will be increased by this Change Order in the amount of	\$ 969.12
The new Contract Sum including this Change Order will be	<u>\$ 620,335.29</u>

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Brandstetter Carroll Inc.
ARCHITECT (Firm name)

2360 Chauvin Drive
Lexington, Kentucky 40517
ADDRESS

Mark E. Herman
BY (Signature)

Mark E Herman
(Typed name)

5/12/17
DATE

Wilkins Construction
CONTRACTOR (Firm name)

514 Louisiana St.
Paducah, KY 42003
ADDRESS

Brad Wilkins
BY (Signature)

BRAD WILKINS
(Typed name)

5-24-17
DATE

City of Paducah
OWNER (Firm name)

300 S. 5th St. Paducah, KY 42001
ADDRESS

Sheryl Chino
BY (Signature)

SHERYL CHINO
(Typed name)

5/24/2017
DATE



CITY OF PADUCAH

300 South 5th Street
P. O. Box 2267
Paducah, KY 42002-2267
www.paducahky.gov

Department of Planning
Steve Ervin, Director

Phone: (270) 444-8690
Fax: (270) 444-8689

LETTER OF TRANSMITTAL

TO: Mark Horman
Brandstetter Carrol
2360 Chauvin Drive
Lexington, KY 40517

FROM: Sheryl Chino, Planner II
City of Paducah/Department of Planning

DATE: May 24, 2017

RE: Paducah Health Park

Transmitted herewith, please find enclosed the following document(s):

1. Change Order #002



AIA®

Document G701™ – 2001

Change Order

PROJECT (Name and address):

Paducah Health Park
MLK Blvd at 13th and 14th Streets,
Paducah, Kentucky

CHANGE ORDER NUMBER: 003

DATE: June 12, 2017

OWNER:

ARCHITECT:

CONTRACTOR:

TO CONTRACTOR (Name and address):

Wilkins Construction
514 Louisiana St.
Paducah, KY 42003

ARCHITECT'S PROJECT NUMBER: 15082

CONTRACT DATE: November 10, 2016

CONTRACT FOR: General Construction

FIELD:

OTHER:

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	619,169.36
The net change by previously authorized Change Orders	\$	1,165.93
The Contract Sum prior to this Change Order was	\$	620,335.29
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	620,335.29

The Contract Time will be increased by Fifty-Two (52) days.

The date of Substantial Completion as of the date of this Change Order therefore is July 17, 2017

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Brandstetter Carroll Inc.

ARCHITECT (Firm name)

2360 Chauvin Drive, Lexington, Kentucky
40517

ADDRESS

BY (Signature)

Mark E. Horman

(Typed name)

6/12/17

DATE

Wilkins Construction Co., Inc.

CONTRACTOR (Firm name)

P O Box 3027 Paducah, KY 42002

ADDRESS

BY (Signature)

BRAD WILKINS

(Typed name)

6-14-17

DATE

City of Paducah

OWNER (Firm name)

PO Box 2267 Paducah, KY 42002

ADDRESS

BY (Signature)

SHARYL CHINO

(Typed name)

6/15/2017

DATE



CITY OF PADUCAH

300 South 5th Street
P. O. Box 2267
Paducah, KY 42002-2267
www.paducahky.gov

Department of Planning
Steve Ervin, Director

Phone: (270) 444-8690
Fax: (270) 444-8689

LETTER OF TRANSMITTAL

TO: Mark Horman
Brandstetter Carroll Inc.
2360 Chauvin Drive
Lexington, KY 40517

FROM: Sheryl Chino, Planner II
City of Paducah/Department of Planning

DATE: August 31, 2015

RE: Paducah Health Park
MLK Blvd at 13th and 14th Streets

Transmitted herewith, please find enclosed the following document(s):

1. Change Order #3 Dated June 12, 2017

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Paducah Health Park MLK Blvd at 13th and 14th Streets, Paducah, Kentucky	CONTRACT INFORMATION: Contract For: General Construction Date: November 10, 2016	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: November 22, 2017
OWNER: <i>(Name and address)</i> City of Paducah	ARCHITECT: <i>(Name and address)</i> Brandstetter Carroll Inc. 2360 Chauvin Drive Lexington, Kentucky 40517	CONTRACTOR: <i>(Name and address)</i> Wilkins Construction 514 Louisiana St. Paducah, KY 42003

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

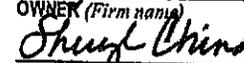
This adjustment is for the elimination of one water spigot.

The original Contract Sum was	\$	619,169.36
The net change by previously authorized Change Orders	\$	1,165.93
The Contract Sum prior to this Change Order was	\$	620,335.29
The Contract Sum will be decreased by this Change Order in the amount of	\$	605.00
The new Contract Sum including this Change Order will be	\$	619,730.29

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Brandstetter Carroll Inc.</u> ARCHITECT <i>(Firm name)</i>	<u>Wilkins Construction Co., Inc.</u> CONTRACTOR <i>(Firm name)</i>	<u>City of Paducah</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Mark E. Hornman, Landscape Architect PRINTED NAME AND TITLE	Brad Wilkins President PRINTED NAME AND TITLE	SHERYL CHINO, PLANNER II PRINTED NAME AND TITLE
11/27/17 DATE	11/27/17 DATE	11/28/17 DATE