



**CITY COMMISSION MEETING  
AGENDA FOR DECEMBER 8, 2020  
5:30 PM  
VIDEO AND/OR AUDIO TELECONFERENCE MEETING**

*Any member of the public who wishes to make comments to the Board of Commissioners is asked to fill out a Public Comment Sheet and return to the City Clerk's Office no later than 3:30 p.m. on the day of the Commission Meeting.  
The Mayor will call on you to speak during the Public Comments section of the Agenda*

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS/DELETIONS**

**PRESENTATION BUILD Grant Environmental Assessment - Rick Murphy**

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

|  |           |                                                                                                                                                                                                      |
|--|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>I.</b> | <b><u>CONSENT AGENDA</u></b>                                                                                                                                                                         |
|  | A.        | Approve Minutes for November 24, 2020                                                                                                                                                                |
|  | B.        | Receive & File Documents                                                                                                                                                                             |
|  | C.        | Appointment of Maurie McGarvey to the Board of Ethics, to replace David Barnett, who resigned.                                                                                                       |
|  | D.        | Personnel Actions                                                                                                                                                                                    |
|  | E.        | Amendment to the Interlocal Agreement with McCracken County for Fire and Rescue Services - <b>S KYLE</b>                                                                                             |
|  | F.        | Authorize the Mayor to enter into an agreement with Koa Hills Consulting for \$95,200 to provide technical services for the implementation of Human Resources and Payroll Software – <b>M SMOLEN</b> |
|  | G.        | Approve agreement with Retail Strategies for \$40,000 annually to provide retail economic development recruitment services, data and training for up to 3 years - <b>J ARNDT</b>                     |
|  | H.        | Approve Agreement with the Paducah Convention & Visitors Bureau in an amount of \$27,000 for Marketing Campaign Services - <b>J ARNDT</b>                                                            |

|  |             |                                                                                                                                                                             |                                                                                                                                                                                                  |
|--|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |             | I.                                                                                                                                                                          | Approve the Paducah-McCracken County Emergency Operations Plan - <b>J ARNDT</b>                                                                                                                  |
|  | <b>II.</b>  | <b><u>RESOLUTION(S)</u></b>                                                                                                                                                 |                                                                                                                                                                                                  |
|  |             | A.                                                                                                                                                                          | Resolution in Memory of Robert Coleman                                                                                                                                                           |
|  | <b>III.</b> | <b><u>ORDINANCE(S) - ADOPTION</u></b>                                                                                                                                       |                                                                                                                                                                                                  |
|  |             | A. Closure of Two Alleys Extending West of Northview Street Onto the Paducah-McCracken County Joint Sewer Agency Property Located at 621 Northview Street - <b>R MURPHY</b> |                                                                                                                                                                                                  |
|  | <b>IV.</b>  | <b><u>ORDINANCE(S) - INTRODUCTION</u></b>                                                                                                                                   |                                                                                                                                                                                                  |
|  |             | A.                                                                                                                                                                          | Sprocket \$900,000 Forgivable Loan - <b>J ARNDT</b>                                                                                                                                              |
|  |             | B.                                                                                                                                                                          | Approve an Interlocal Cooperation Agreement with McCracken County, GPED, and the IDA along with a Loan Forgiveness Note for GPED related to the Ohio River Triple Rail Megasite - <b>J ARNDT</b> |
|  |             | C.                                                                                                                                                                          | Amend Chapter 2 of the Paducah Code of Ordinances related to the Industrial Development Authority - <b>J ARNDT</b>                                                                               |
|  | <b>V.</b>   | <b><u>COMMENTS</u></b>                                                                                                                                                      |                                                                                                                                                                                                  |
|  |             | A.                                                                                                                                                                          | Comments from the City Manager                                                                                                                                                                   |
|  |             | B.                                                                                                                                                                          | Comments from the Board of Commissioners                                                                                                                                                         |
|  |             | C.                                                                                                                                                                          | Comments from the Audience                                                                                                                                                                       |
|  | <b>VI.</b>  | <b><u>EXECUTIVE SESSION</u></b>                                                                                                                                             |                                                                                                                                                                                                  |

November 24, 2020

At a Regular Meeting of the Board of Commissioners, held on Tuesday, November 24, 2020, at 5:30 p.m., Mayor Brandi Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

In order to keep the Commission and public safe in the midst of the COVID-19 outbreak and in accordance with Kentucky Executive Order 2020-243 and SB 150, all members of the Board of Commissioners participated using video and/or audio teleconferencing. The public was invited to view the meeting on the government access channel Government 11 (Comcast channel 11). The meeting was also streamed on the City’s You Tube channel for the public’s convenience. Further, members of the public were invited to participate in the meeting to make public comments by joining the virtual teleconference.

**INVOCATION:**

Commissioner McElroy led the Invocation.

**PLEDGE OF ALLEGIANCE**

Commissioner Abraham led the pledge.

**CONSENT AGENDA**

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed for separate consideration. There were no items removed. Mayor Harless asked the City Clerk to read the items on the Consent Agenda.

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I(A) | Approve Minutes for the November 10, 2020 Paducah Board of Commissioners Meeting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| I(B) | <p>Receive &amp; File Documents</p> <p><u>Minute File:</u></p> <ol style="list-style-type: none"><li>1. Notice of Meeting of the Board of Commissioners of the City of Paducah, Kentucky for meeting dated November 10, 2020</li><li>2. Letter to Bryan Kent regarding Touchdown and Tunes Noise variance dated October 29, 2020</li></ol> <p><u>Contract File:</u></p> <ol style="list-style-type: none"><li>1. Renewal Lease Agreement between City of Paducah and Forest Hills Village, Inc. <b>ORD 2020-10-8659</b></li><li>2. Strategic Health Risk Advisor &amp; Strategic Benefit Placement Services with Peel &amp; Holland – <b>MO #2395</b></li><li>3. Contract For Services for FY 2021 – Sprocket, Inc. \$40,000 – <b>MO #2400</b></li><li>4. Employment Agreement between City of Paducah and Amie Clark – Director of Parks and Recreation – <b>MO #2401</b></li><li>5. Contract For Services FY 2021 – Barkley Regional Airport Authority - \$120,000 – <b>MO #2405</b></li></ol> <p><u>Financials File:</u></p> <ol style="list-style-type: none"><li>1. Financial Statement for Transit Authority of the City of Paducah – Year ended June 30, 2020</li></ol> <p><u>Bids File:</u></p> <ol style="list-style-type: none"><li>1. Bid For Police Uniforms – Galls, LLC – <b>MO #2403</b></li></ol> |
| I(C) | Personnel Actions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| I(D) | A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 1331 BROADWAY TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE FOR SAME ( <b>MO # 2409; BK 11</b> )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5)

## **MUNICIPAL ORDERS**

### **APPROVAL OF TOLLING AGREEMENT BETWEEN JIM SMITH CONTRACTING COMPANY LLC, JSC TERMINAL, LLC AND CITY OF PADUCAH**

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE EXECUTION OF A TOLLING AGREEMENT BETWEEN THE CITY OF PADUCAH, JIM SMITH CONTRACTING COMPANY LLC AND JSC TERMINAL LLC d/b/a MIDWEST TERMINAL.”

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5) **(MO #2410; BK 11)**

### **APPROVE ARTWORK DESIGN FOR WATER TOWER**

Commissioner Watkins offered motion, seconded by Mayor Harless, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER APPROVING THE PROPOSED ARTWORK DESIGN FOR THE WATER TANK LOCATED BETWEEN MILE MARKERS ELEVEN (11) AND SIXTEEN (16) ON INTERSTATE-24 IN MCCRACKEN COUNTY AT THE REQUEST OF PADUCAH WATER AND MCCRACKEN COUNTY FISCAL COURT.”

Adopted on call of the roll, yeas, Commissioners McElroy, Watkins, Wilson and Mayor Harless (4), Nay – Commissioner Abraham (1) **(MO #241; BK 11)**

## **ORDINANCE ADOPTIONS**

### **CONSENSUAL ANNEXATION OF 3660 OLIVET CHURCH ROAD**

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY ANNEXING CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS.” This ordinance is summarized as follows: The City of Paducah hereby approves the consensual annexation of certain tracts of property contiguous to the present city limits, located at 3660 Olivet Church Road, containing 0.9284 acres, more or less.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5) **(ORD 2020-11-8660; BK 36)**

### **PROFESSIONAL SERVICES CONTRACT WITH BFW ENGINEERING, INC., FOR SOUTH 25<sup>TH</sup> STREET PROJECT FOR \$89,180 WITH THE OPTION OF SOUTH 24<sup>TH</sup> STREET PROJECT FOR \$70,595**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PADUCAH AND BACON, FARMER, WORKMAN ENGINEERING & TESTING, INC., IN AN AMOUNT OF \$89,180 FOR ENGINEERING SERVICES RELATED TO THE SOUTH 25<sup>TH</sup> STREET IMPROVEMENT PROJECT, AUTHORIZING THE ENGINEERING DEPARTMENT TO EXERCISE OPTION B FOR PROJECT IN THE AMOUNT OF \$70,595 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL DOCUMENTS RELATING TO SAME.” This ordinance authorizes and approves the execution of an Agreement for engineering services related to the South 25th Street Improvement Project between the City of Paducah and Bacon, Farmer and Workman Engineering & Testing, Inc., in an amount of \$89,180 and further authorizes the Engineering Department to exercise Option B as proposed by Bacon, Farmer Workman Engineering & Testing, Inc., for the South 24th Street Project in an amount of \$70,595.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5) **(ORD 2020-11-8661; BK 36)**



November 24, 2020

**AMENDMENT IN THE AMOUNT OF \$81,500 TO PROFESSIONAL ENGINEERING SERVICE AGREEMENT WITH HDR ENGINEERING, INC., FOR THE CITY'S FLOOD CONTROL PUMP STATION #2 AND #9**

Mayor Harless offered motion, seconded by Commissioner McElroy, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH KENTUCKY, APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING SERVICES FOR FLOOD CONTROL PUMP STATIONS #2 AND #9 WITH HDR ENGINEERING, INC. TO REFLECT AN EXPANDED CONSTRUCTION ADMINISTRATION AND INSPECTION SCOPE AND TO INCREASE THE AGREEMENT IN AN AMOUNT OF \$81,500 FOR A NEW TOTAL AGREEMENT AMOUNT NOT TO EXCEED \$439,662.00; AND AUTHORIZING THE EXECUTION OF SAID SECOND AMENDMENT." This ordinance approves the Second Amendment to the Professional Service Agreement with HDR Engineering, Inc., for an increase in the amount of \$81,500 for expanded construction administration and inspection services for flood control pump stations #2 and #9 resulting in a total agreement cost of \$439,662.00.

Adopted on call of the roll, yeas, Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5) **(ORD 2020-11-8662; BK 36)**

**ORDINANCE INTRODUCTION**

**CLOSURE OF TWO ALLEYS EXTENDING WEST OF NORTHVIEW STREET ONTO THE PADUCAH-McCRACKEN COUNTY JOINT SEWER AGENCY PROPERTY LOCATED AT 621 NORTHVIEW STREET**

Mayor Harless offered Motion, seconded by McElroy, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE PROVIDING FOR THE CLOSING OF TWO ALLEYS EXTENDING WEST OF NORTHVIEW STREET ONTO THE PADUCAH-MCCRACKEN COUNTY JOINT SEWER AGENCY PROPERTY LOCATED AT 621 NORTHVIEW STREET, 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 closing of two alleys extending west of Northview Street onto the Paducah-McCracken County Joint Sewer Agency Property located at 621 Northview Street, and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City to the property owner in or abutting the public ways to be closed.

**COMMENTS BY ASSISTANT CITY MANAGER**

- Even though City buildings are closed, City services continue. There is a drop box at City Hall for payment of property taxes
- Thursday trash pickup will be made Wednesday and Friday trash pickup will be made Monday
- Shop Small Business Downtown Saturday 10 a.m. to 4 p.m.
- Tribute to the late Commissioner Robert Coleman and Connie Coleman

**COMMENTS BY COMMISSION**

- Commissioner Abraham commented about the legacy Commissioner Coleman left behind
- Commissioner McElroy urged everyone to support local businesses
- Commissioner Wilson urged everyone to support local businesses. She also stated that she sat in on some of the Diversity and Inclusion calls with Mayor Harless.
- Mayor Harless mentioned that she is working closely with Mayor-Elect George Bray to make the transition go smoothly

**COMMENTS FROM THE PUBLIC**

- Mayor-Elect George Bray thanked the Mayor and current Commissioners for allowing him to sit in on the meeting. He appreciates the line of communication that has been established.

**ADJOURN**

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

Meeting ended at approximately 6:40 p.m.

November 24, 2020

ADOPTED: December 8, 2020.

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

December 8, 2020

Minute File:

1. Notice of Meeting of the Board of Commissioners of the City of Paducah, Kentucky for meeting dated November 24, 2020

Contract File:

1. Scope of Work & Proposed Engineering Fee – S. 25<sup>th</sup> and S. 24<sup>th</sup> Streets Improvement Projects Bacon, Farmer, Workman (BFW) - **ORD 2020-11-8661**
2. Amendment #3 to Agreement for the Professional Engineering Flood Pump Stations #2 & #9 – HDR – **ORD 2020-11-8662**
3. Invoice For Consultant Services – TIF – Paducah Downtown Riverfront Redevelopment Project – KEDFA - \$25,000 – **MO #2408**

Proposals:

1. RFQ from Bacon, Farmer, Workman for the South 24<sup>th</sup> and 25<sup>th</sup> Street Projects

CITY OF PADUCAH  
December 8, 2020

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

*Michelle Smolen*

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City Manager's Office Signature

12/3/2020

Date

CITY OF PADUCAH  
PERSONNEL ACTIONS  
December 8, 2020

**NEW HIRES - FULL-TIME (F/T)**

**PUBLIC WORKS**

|                  | <b><u>POSITION</u></b> | <b><u>RATE</u></b> | <b><u>NCS/CS</u></b> | <b><u>FLSA</u></b> | <b><u>EFFECTIVE DATE</u></b> |
|------------------|------------------------|--------------------|----------------------|--------------------|------------------------------|
| Cheswick, Steven | ROW Maintenance        | \$17.31/hr         | NCS                  | Non-Ex             | December 10, 2020            |
| Vickery, William | ROW Maintenance        | \$15.39/hr         | NCS                  | Non-Ex             | December 10, 2020            |

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

| <b><u>FIRE - PREVENTION</u></b> | <b><u>PREVIOUS POSITION<br/>AND BASE RATE OF PAY</u></b> | <b><u>CURRENT POSITION<br/>AND BASE RATE OF PAY</u></b> | <b><u>NCS/CS</u></b> | <b><u>FLSA</u></b> | <b><u>EFFECTIVE DATE</u></b> |
|---------------------------------|----------------------------------------------------------|---------------------------------------------------------|----------------------|--------------------|------------------------------|
| Cherry, Joseph Gregg            | Deputy Fire Chief<br>\$43.27/hr                          | Deputy Fire Chief<br>\$45.00/hr                         | NCS                  | Ex                 | December 17, 2020            |

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

**PARKS & RECREATION**

|                   | <b><u>POSITION</u></b>           | <b><u>REASON</u></b> | <b><u>EFFECTIVE DATE</u></b> |
|-------------------|----------------------------------|----------------------|------------------------------|
| Thompson, Mark H. | Director of Parks and Recreation | Retirement           | December 31, 2020            |

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: December 8, 2020

**Short Title:** Amendment to the Interlocal Agreement with McCracken County for Fire and Rescue Services -  
**S KYLE**

**Category:** Municipal Order

Staff Work By: Steve Kyle  
Presentation By: Steve Kyle

**Background Information:** The Fire Department and McCracken County Rescue have had a long standing agreement to jointly respond to water emergencies. This is a continuation of that but with a change to the geographical boundaries of the response area. The current agreement has limits of Dam 52 on the Ohio and the Ledbetter bridge on the Tennessee. The new agreement would extend the response area to the Ballard County Line on the Ohio River and the Marshall County Line on the Tennessee. This agreement will make responses for both agencies safer by having multiple personnel and marine vessels on the rivers at the same time for a response and provide quality services for the citizens that use our waterways.

**Does this Agenda Action Item align with a Strategic Plan Action Step?** Yes

If yes, please list the Action Step Item Codes(s): P-5 Improve multi-agency critical incident response

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

**Staff Recommendation:** Accept the amendment to the original agreement expanding the geographic response area.

### **Attachments:**

1. MO - interlocal agreement – Fire and Rescue Services- boundary changes - 2020
2. INTERLOCAL AGREEMENT MCCracken COUNT RESCUE AND PADUCAH FIRE DEPARTMENT (00201106-5)

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

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT FOR FIRE AND RESCUE SERVICES BETWEEN THE CITY OF PADUCAH, KENTUCKY, McCRACKEN COUNTY, KENTUCKY, AND THE PADUCAH-McCRACKEN COUNTY OFFICE OF EMERGENCY MANAGEMENT TO PROVIDE SERVICES RELATED TO FIRE AND RESCUE SERVICES TO RESPOND TO WATER EMERGENCIES.

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

SECTION 1. That the Mayor is hereby authorized to execute an Interlocal Agreement for Fire and Rescue Services in substantially the form attached hereto and made part hereof (**Exhibit A**), between the City of Paducah, Kentucky, the County of McCracken, Kentucky, and the Paducah-McCracken County Office of Emergency Management (the “MCOEM”) to coordinate joint responses by the McCracken County Disaster Emergency Services Rescue Squad and the City of Paducah Fire Department to emergencies in Paducah and McCracken County and to extend the current geographical boundaries of the response area. The term of this Agreement shall be for a period beginning on the effective date and ending on January 1, 2021. This Agreement shall automatically renew for an unlimited number of successive one (1) year renewal terms, unless terminated by the City, the County or the MCOEM.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 8, 2020

Recorded by Lindsay Parish, City Clerk, December 8, 2020

\\mo\\interlocal agreement – Fire and Rescue Services- boundary changes - 2020

**EXHIBIT A**



**INTERLOCAL AGREEMENT  
FOR FIRE AND RESCUE SERVICES**

THIS INTERLOCAL AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Paducah, a city of the second class of the Commonwealth of Kentucky, (the “City”), McCracken County, Kentucky, (“County”), and the Paducah-McCracken County Office of Emergency Management (“MCOEM”).

WITNESSETH:

WHEREAS, the McCracken County DES Rescue Squad is a rescue squad organized by the County and officially affiliated with the Paducah-McCracken County Disaster and Emergency Services organization under KRS 39F.120(9);

WHEREAS, the City of Paducah Fire Department is the municipal fire department for the City of Paducah and regularly performs water fire prevention, extraction and rescue operations in the City;

WHEREAS, the parties desire to coordinate joint responses by the McCracken County DES Rescue Squad and the City of Paducah Fire Department to water fire and rescue emergencies in Paducah and McCracken County; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained in the Agreement, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Requirements of Interlocal Agreement. This is an Interlocal Cooperative Agreement by and between the City, the County and the MCOEM entered into under the authority of the Interlocal Cooperation Act, KRS 65.210 *et seq.* Pursuant to KRS § 65.250, the purpose of this Agreement is as set forth in Section 2, *Purpose*. Its duration is as set forth in Section 3, *Duration*. Its method of Termination is set forth in Section 4, *Termination*. Its manner of administration is set forth in Section 5, *Administration*. No party to this Agreement shall be required to pay compensation to any other party for services rendered hereunder. No property shall be acquired pursuant to this Agreement which will need to be disposed of upon a complete or partial termination of this Agreement. This Agreement shall be effective upon the later of the date above, or approval of this Agreement from the Attorney General or the Department for Local Government of the Commonwealth of Kentucky.

2. Purpose. Pursuant to the Interlocal Cooperation Act, KRS 65.210 *et seq.*, the City, County and MCOEM hereby enter into this Agreement to provide for a joint response by the McCracken County DES Rescue Squad and the City of Paducah Fire Department to water fire and rescue emergencies in the City of Paducah and McCracken County.

3. Duration. This Agreement shall remain in full force and effect for a period beginning on the effective date of this Agreement and ending on January 1, 2021. Unless notice of

termination is given at least ninety (90) days before January 1 of each year, this Agreement shall automatically renew for an unlimited number of successive one (1) year renewal terms.

4. Termination. The City, the County or the MCOEM may terminate this Agreement with or without cause by providing ninety (90) days advance written notice. Any notice of termination or non-renewal given by one party shall in no way affect the agreement among the remaining parties to this Agreement.

5. Administration. This Agreement shall be administered jointly by the City of Paducah Fire Chief, the Paducah-McCracken County Emergency Director and the Paducah-McCracken County Search and Rescue (SAR) Coordinator. The City of Paducah Fire Department and the McCracken County DES Rescue Squad shall each liaison with the other to:

- a. establish a joint action plan for each incident;
- b. organize and facilitate joint training of personnel for responding to water-related Incidents;
- c. maintain and at least annually exchange a list of certified personnel qualified to respond to water related incidents; and
- d. maintain and at least annually exchange a list of equipment available for response to water related incidents.

6. Joint Response Incidents. The City of Paducah Fire Department and the McCracken County DES Rescue Squad shall jointly respond to any water-related Incident within any of the following geographic areas:

- a. Ohio River – between the Ballard County Line and Livingston Point (mile marker 956 to 933) on the Ohio River;
- b. Tennessee River –between the confluence of the Ohio and Tennessee Rivers to the Marshall County Line (mile marker 0 to 8.2); or
- c. Clarks River – between the confluence of the Clarks and Tennessee Rivers and the Clarks River Road Bridge in McCracken County.

An Incident shall be any of the following:

- a. Drowning or suspected drowning;
- b. Boat in distress, or reported boat sinking;
- c. Person overboard off a marine craft or vessel;
- d. Person injured on, by, or involving a marine craft or vessel;
- e. Person falling into a lake, pond, river, creek, stream or similar body of water;
- f. Person in distress due to flash flooding from a lake, pond, river, creek, stream or similar body of water;
- g. River-based fire;
- h. Swift water or flood water rescue;
- i. Ice rescue;
- j. Search and rescue operations that involve a lake, pond, river, creek, stream or similar body of water.

- k. Victim rescue operations that involve a lake, pond, river, creek, stream or similar body of water
- l. Water rescue and recovery stand-by for planned events.
- m. Surface water rescue.
- n. Dive rescue operations.
- o. Injured person on a commercial or recreational vessel on a waterway.
- p. Disabled/lost vessel.
- q. Submerged vehicle.

The McCracken County DES Rescue Squad, or the Paducah-McCracken County SAR Coordinator may request a joint response or other assistance from the City of Paducah Fire Department for body recovery operations or any other event not described above, including any incident in or relating any lake, pond, creek, stream or similar body of water in the City of Paducah or McCracken County (other than the locations in the Ohio, Tennessee and Clarks Rivers for which a joint response is required above).

When acting under this agreement, the City of Paducah Fire Department shall be officially affiliated with the Paducah-McCracken County Emergency Services Organization under KRS 39F.120(9).

7. Unified Command. The parties shall utilize a unified command structure in any joint response under this agreement.

8. Limitations, Duties, and Level of Services

a. Rendition of service, standards of performance, discipline of employees, and other matters incident to performance of services and control of personnel shall remain with each respective party.

b. Disputes and disagreements as to the level of services and standards of performance required of any party shall be reported to the party's chief officer for resolution.

c. The City of Paducah Fire Department shall have no obligation to provide an extra-jurisdictional response where when doing so could seriously jeopardize its emergency service status as determined by that party's chief available officer. In the event that the responding non-jurisdictional party becomes aware of an emergency within its jurisdiction, the non-jurisdictional party may, upon coordination with other responding parties, recall whatever equipment and personnel as may be needed to respond to the emergency within its jurisdiction.

d. No party to this agreement shall be required to pay compensation to the any other party for services rendered under this agreement.

9. Liability-Indemnification. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers or employees of any party when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties outside

their respective jurisdictions pursuant to this Agreement. The parties hereto, their respective officers and employees, shall be deemed not to assume any liability for the acts, omissions, and negligence of any other party. Except as otherwise provided, all liability for injury to personnel, and for loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment, and all parties shall carry sufficient insurance to cover all such liabilities. The cost of fuel and other expendable supplies shall be borne by the party incurring them. All compensation for personnel shall be borne by the party employing such personnel. All parties shall be held harmless against any and all third-party claims for bodily injury, sickness, disease, personal injury or death or damage to property or loss of use resulting from, arising out of this Agreement, or any, service provided by the other parties pursuant to this Agreement. All parties expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with applicable law.

10. Miscellaneous Provisions.

(a) This Agreement represents the entire understanding and agreement reached between the parties, and all prior covenants, agreements, presentations and understandings are merged herein.

(b) This Agreement shall not be modified or altered, except by written amendment approved by all parties hereto.

(c) Notices made or given by either party in connection with this Agreement must be in writing to be effective. They shall be deemed given if delivered personally (which includes notices given by messenger) or, if delivered by U.S. mail.

(d) The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the Commonwealth of Kentucky. The venue of any legal dispute shall be the courts of the Commonwealth of Kentucky.

(e) Any term or provision of this Agreement, which is invalid or unenforceable by virtue of any statute, ordinance, court order, court ruling, final administrative order or otherwise, shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

(f) Each party binds itself, its successors, assigns and legal representatives to the other parties with respect to all covenants, agreements and obligations contained in this Agreement. No party shall assign this Agreement or any rights or obligations hereunder.

(g) No action or failure to act by any party will constitute a waiver of any right or duty of such party under this Agreement, nor will any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

11. Effective Date. This Agreement shall be effective on the date when this Agreement is executed by all undersigned parties after the approval by governing body of each.

IN WITNESS WHEREOF the parties hereto have set their hands on the date below written.

By: \_\_\_\_\_  
Craig Z. Clymer, McCracken County, Kentucky Judge Executive

By: \_\_\_\_\_  
Brandi Harless, Mayor of the City of Paducah, Kentucky

By: \_\_\_\_\_  
Jerome Mansfield, Director of the Paducah-McCracken  
County Office of Emergency Management

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: December 8, 2020

**Short Title:** Authorize the Mayor to enter into an agreement with Koa Hills Consulting for \$95,200 to provide technical services for the implementation of Human Resources and Payroll Software – **M SMOLEN**

**Category:** Municipal Order

Staff Work By: Michelle Smolen

Presentation By: Michelle Smolen

**Background Information:** The City is in the process of implementing Tyler Technologies Munis Enterprise Resources Planning software. Staff is requesting technical assistance with Koa Hills Consulting for complex data conversion, systems integration, testing and configuration. Koa Hills will also assist the City in finding an electronic time keeping solution. Koa Hills is knowledgeable in our legacy system as well as the Munis product, which will assist the staff in leveraging the Munis software capabilities and removing barriers to staying on the project timeline.

This is a onetime cost that will assist the City with effectively implementing our HR/Payroll software. The technical services Koa Hills Consulting is providing is similar to the assistance Federal Engineering provided with the CAD 911 implementation and Plante Moran provided for the Energov product. The cost will be absorbed into the ERP Project budget allocated during the annual CIP budget process.

**Does this Agenda Action Item align with a Strategic Plan Action Step? No**

**If yes, please list the Action Step Item Codes(s):**

**Funds Available:** Account Name: ERP Software Project

Account Number: EQ0022

**Staff Recommendation:** Authorize the Mayor to enter into an agreement with Koa Hills Consulting

**Attachments:**

1. MO - agree- Koa Hills Consulting 2020
2. CM non-competitive procurement memo
3. Paducah KY - Professional Services Agreement Updated 11\_30\_20 With SOW and Quote

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

A MUNICIPAL ORDER AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND KOA HILLS CONSULTING FOR COMPLEX DATA CONVERSION, SYSTEMS INTEGRATION, TESTING AND CONFIGURATION RELATED TO THE TYLER TECHNOLOGIES MUNIS IMPLEMENTATION IN AN AMOUNT OF \$95,200, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City is in the process of implementing Tyler Technologies Munis Enterprise Resources Planning software; and

WHEREAS, the City desires to engage Koa Hills Consulting for professional consulting services related to complex data conversion, systems integration, testing and configuration for the HR/Payroll portion of the Tyler Technologies Munis Project.

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

SECTION 1. That the City hereby authorizes and approves an Agreement with Koa Hills Consulting in substantially the form attached hereto and made part hereof (Exhibit A), in an amount of \$95,200, for professional consulting services related the implementation of the HR/Payroll portion of the Tyler Technologies Munis Project, and authorizes the Mayor to execute said agreement.

SECTION 2. This agreement shall be funded through the ERP Software Project Account Number EQ0022.

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

---

Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 8, 2020  
Recorded by Lindsay Parish, City Clerk, December 8, 2020  
MO\agree- Koa Hills Consulting – 2020



## **EXHIBIT A**



CITY OF PADUCAH  
CITY MANAGER'S OFFICE  
CITY HALL, 300 SOUTH 5<sup>TH</sup> STREET  
PADUCAH, KY 42001 • (270) 444-8503

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## MEMORANDUM

TO: Board of Commissioners

FROM: James Arndt, City Manager  
Michelle Smolen, Assistant City Manager

DATE: November 30, 2020

RE: Koa Hills Non-Competitive Determination

The City of Paducah is proposing to enter into a professional services contract with Koa Hills technical assistance with the implementation of the Munis Human Resources and Payroll software. The contract is structured to not exceed \$95,200. This contract is for professional services and will be a noncompetitive negotiation purchase pursuant to KRS 45A.380(3).

**KOA HILLS CONSULTING, LLC**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the “Agreement”), is entered into as of the date and year set forth below (the “Effective Date”), by and between **The City of Paducah** (“Recipient”), and **KOA HILLS CONSULTING, LLC**, a Nevada limited liability company (“Service Provider”).

WHEREAS, Recipient desires to engage Service Provider to provide certain consulting services to Recipient, and Service Provider desires to perform certain consulting services for Recipient, which services will be more fully set forth in specific Statements of Work (as defined below).

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recipient and Service Provider agree as follows:

1. Services.

a. Recipient engages Service Provider, and Service Provider hereby accepts this engagement, to provide certain consulting services related to the business or products of Recipient (any service performed by Service Provider for Recipient is hereinafter referred to as, the “Services”), which Services shall each be described and performed as more specifically set forth in each Statement of Work entered into by the parties and attached to this Agreement, substantially in the form of Exhibit A attached hereto (each, a “Statement of Work”), pursuant to the terms and conditions specified in this Agreement.

b. Each Statement of Work shall include the following information, if applicable: (i) a detailed description of the Services to be performed pursuant to the Statement of Work; (ii) the date upon which the Services will commence and the term of such Statement of Work; (iii) the fees to be paid to Service Provider under the Statement of Work; (iv) the implementation plan, including a timetable, milestones and payment schedules; (v) any criteria for completion of the Services; and (vi) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such Statement of Work.

c. If Recipient desires to change the scope or performance of the Services or any Statement of Work, it shall submit details of the requested change to Service Provider in writing. Service Provider shall, within ten (10) business days after such request, provide a written estimate to Recipient of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of this Agreement. Promptly after receipt of such information, the parties shall negotiate and agree in writing on the terms of such change (a “Change Order”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance herewith.

2. Term; Termination. This Agreement shall commence as of the Effective Date and shall continue thereafter until the expiration of the Term (as defined in the applicable Statement of Work), unless sooner terminated pursuant to the terms hereof. In the event Recipient fails to remit payment for amounts of any invoice within the thirty (30) days of receipt of Service Provider’s invoice, Service Provider may suspend performance of the Services upon written notice to Recipient until payments due are received. If any amount remains unpaid for five (5) business days after written notice by Service Provider to Recipient of Recipient’s failure to timely pay such amounts, Service Provider may terminate this Agreement upon written notice to Recipient. Either party shall have the right to terminate this Agreement if the other party

commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach.

3. Obligations of Service Provider; Representations and Warranties.

a. Service Provider shall: (i) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all material licenses and consents and comply with all relevant state, federal and local laws, rules or regulations of any governmental entity or body (collectively, "Laws"), applicable to the provision of the Services; and (ii) comply with, and ensure that all employees or subcontractors, if any (together, "Personnel"), comply with, all rules, regulations and policies of Recipient that are communicated to Service Provider in writing, including security procedures concerning systems and data and remote access thereto, and general health and safety practices and procedures.

b. Service Provider is responsible for all Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

c. Service Provider represents and warrants to Recipient that: (i) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and that the execution, delivery and performance of this Agreement and all other agreements contemplated hereby have been duly authorized; (ii) it shall perform the Services using Personnel of required skill, experience and qualifications and in accordance with industry standards for similar services; and (iii) it is in material compliance with, and shall perform the Services in compliance with, all applicable Laws. Notwithstanding anything contained herein to the contrary, Service Provider makes no representation or warranty with respect to any Recipient data, information or materials, or any Recipient Intellectual Property Rights (as defined herein) incorporated into or used in connection with the Services. As used in this Agreement, "Intellectual Property Rights") means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade secrets, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including, without limitation, software and computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

d. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER PROVIDES THE SERVICES AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, OF WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT; EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH RECIPIENT.

4. Obligations of Recipient; Representations and Warranties.

a. Recipient shall: (i) cooperate with Service Provider in all matters relating to the Services; (ii) respond promptly, but in any event within five (5) business days, to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are necessary for Service Provider to perform Services in accordance with the requirements of this Agreement; and, (iii) ensure that information and materials provided to Service Provider are complete and accurate in all respects.

b. Recipient represents and warrants to Service Provider that: (i) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and that the execution, delivery and performance of this Agreement and all other agreements contemplated hereby have been duly authorized; (ii) it is in material compliance with all applicable Laws; (iii) Recipient's is not currently infringing and will not infringe on any Intellectual Property Right of any third party, and, as of the date hereof, there are no pending or threatened claims, litigation or other proceedings against Recipient by any third party based on an alleged violation of any Intellectual Property Rights.

#### 5. Payment Terms.

a. In consideration of the provision of the Services by Service Provider and the rights granted to Recipient under this Agreement, Recipient shall pay the fees set forth in the applicable Statement of Work.

b. Where the Services are provided on a time basis: (i) the fees payable for the Services shall be calculated in accordance with Service Provider's hourly fee rate set forth in the applicable Statement of Work, in minimum units of ¼ hours; and (ii) Service Provider shall issue invoices to Recipient monthly in arrears for its fees for time for the immediately preceding month, together with a description of the work performed for each time entry.

c. Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable Statement of Work and shall be payable to Service Provider in installments as set out in the Statement of Work.

d. Service Provider shall issue invoices to Recipient in accordance with the terms of this Section or any applicable Statement of Work, and Recipient shall pay all invoiced amounts due to Service Provider within thirty (30) days after Recipient's receipt of such invoice. If fees are not paid promptly (within 30 days of the date of invoice), a carrying charge of one and a ½ percent (1.5%) per month will be assessed on the unpaid balance of the statement from the date of invoice. Payments will be accepted by cash, check, money order, bank draft, wire transfer and ACH direct deposit into Service Provider's account.

e. Recipient shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Recipient hereunder; provided, that, in no event shall Recipient pay or be responsible for any taxes imposed on, or with respect to, Contactor's income, revenues, gross receipts, personnel or real or personal property or other assets.

6. Independent Contractor. The relationship of Service Provider to Recipient is that of independent contractor and not that of partner, member, joint venturer, employee or agent. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties. This Agreement shall not be construed to make either party the agent or legal representative of the other party for any purpose whatsoever, and neither party is granted any right or authority to assume or create any obligations for, on

behalf of, or in the name of the other party. Each party agrees that it will neither represent, nor allow itself to be held out as an agent of, or partner or joint venturer with the other party.

7. Protection of Recipient's Confidential Information.

a. Definition of Confidential Information. As used herein, "Confidential Information" means and includes any non-public knowledge or information relating to the business, operations and affairs of Recipient, disclosed by Recipient to Service Provider in the course of Service Provider's engagement by Recipient or the performance of the Services.

b. Protection of Confidential Information. In connection with this Agreement, Service Provider may have access to Confidential Information of Recipient. Service Provider agrees that at all times during and after Service Provider's engagement by Recipient, Service Provider will hold in trust, keep confidential, and not disclose to any third party or make any use of the Confidential Information of Recipient, except for the benefit of Recipient and in the course of Service Provider's performance of any Services for Recipient. Notwithstanding the foregoing, Service Provider may disclose Confidential Information if and to the extent that such disclosure is required by law, court order, or order from a regulatory body having jurisdiction over either of the parties hereto, provided, however, that Service Provider shall immediately notify Recipient of such disclosure requirement so that Recipient may seek a protective order or other appropriate relief. This section 7 shall survive termination of this agreement.

8. Return of Property. Upon termination of Service Provider's engagement with Recipient, (a) Service Provider shall, upon Recipient's written request, either return or destroy, in its sole discretion, all of Recipient's Confidential Information, and (b) Service Provider shall return to Recipient any keys, equipment or other personal property of Recipient, to Recipient.

9. Indemnification; Limitations on Liability.

a. Each party shall defend, indemnify and hold harmless the other party and its shareholders, officers, directors, members, managers, employees, agents, successors and permitted assigns from and against all claims, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including attorneys' fees and costs and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or resulting from any claim, suit, action or proceeding arising out of or resulting from (a) the willful, fraudulent or grossly negligent acts or omissions of such party, or (b) a claim that such party infringes any Intellectual Property Right of a third party.

b. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFIT OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE PROVISION OF THE SERVICES, OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY DAMAGES THAT EITHER PARTY MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF EACH PARTY TO THE OTHER UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF THE FEES PREVIOUSLY PAID BY RECIPIENT TO SERVICE PROVIDER HEREUNDER. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), (iii) one (1) business day after being sent to the recipient by facsimile transmission or electronic mail, or (iv) four (4) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth on the signature page. Any party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

11. Attorneys' Fees. Should either party employ an attorney or attorneys to enforce any of the terms and conditions hereof, the prevailing party shall be entitled to all costs and expenses, including attorneys' fees, expended or incurred by the such party.

12. Entire Agreement. This Agreement and any applicable Statement of Work are the entire understanding of the parties, and supersedes any other agreement, whether written or oral. This Agreement may not be amended except in writing signed by both parties.

13. Severability. If a court finds any provision of this Agreement to be invalid, illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Nevada. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal or state courts located in Washoe County, Nevada. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

15. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signatures appear on following page]

[signature page to Independent Contractor Agreement]

Dated this 30<sup>th</sup> day of November, 2020.

**KOA HILLS CONSULTING, LLC,**  
a Nevada limited liability company

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

*John Schwartz*  
John Schwartz  
COO

**RECIPIENT:**

\_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**For Notice**

Email:

john@koahills.com

Address:

PO Box 58, Reno, Nevada 89504

Attn: John Schwartz

**For Notice**

Email:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_





## PROPOSED SCOPE OF WORK

We are proposing a Scope of Work to include:

- **HCM Resource (520 hours for up to 12 months)**

Koa Hills HCM resource(s) will assist the City with the migration and testing of data as you convert from your legacy system to Munis. The resource will take the City's part and assist with the **Conversion, Integration and Testing** of Munis with the Tyler consulting team. We will assist with **Configuration** as needed.

Our experts will work on modules including:

- Human Resources and Talent Management
- Payroll
- Employee Self Service (ESS)
- Recruiting
- Risk Management

The areas of concentration will include:

- Conversion - Client side assistance

### **Modules Included**

1. Human Resources
    - a. Certifications
    - b. Education
    - c. PM Action History
    - d. Position Control
    - e. Recruiting
  2. Payroll
    - a. Accrual Balances
    - b. Accumulators
    - c. Check History
    - d. Deductions
    - e. Earnings and Deduction history
    - f. Standard
    - g. State Retirement Tables
- Integration - Client side assistance
    - Personnel Action
    - Benefits module
    - Review of and integration for other stand alone systems as needed (expanded scope may occur and require more time by either the city or Koa Hills)
  - Testing - Client side assistance

- **Electronic timekeeping general assistance\* - 24 Hours**

Koa Hills HCM resource(s) will assist the City with discovering which electronic timekeeping solutions are most compatible with Munis and help to guide the City through the selection process.

| Professional Services                                  |       |      |                 |
|--------------------------------------------------------|-------|------|-----------------|
| Task Description                                       | Hours | Rate | Cost            |
| 1 HCM/Payroll Resource - See SOW                       | 520   | 175  | \$91,000        |
| 1 Electronic Timekeeping General Assistance - See SOW* | 24    | 175  | \$4,200         |
| <b>Total Estimated Cost of Services</b>                |       |      | <b>\$95,200</b> |

**Quotation Notes:**

- The professional services hours estimated above will be billed as incurred.
- This Quote is valid for 90 Days.
- **The hours listed on the quote are an estimate based on current information. If during the project we forecast that the hours will be exceeded, the client will be notified and a change order will be completed.**
- **\* General Assistance does not include assistance with working on the solicitation process or moderating product demonstrations. These services can be quoted separately if needed.**
- All work will be performed remotely.

Please confirm your acceptance of this quote by signing below:

Signature

---

Print Name

---

Date

---

# Agenda Action Form

## Paducah City Commission

Meeting Date: December 8, 2020

**Short Title:** Approve agreement with Retail Strategies for \$40,000 annually to provide retail economic development recruitment services, data and training for up to 3 years - **J ARNDT**

**Category:** Municipal Order

Staff Work By: Kathryn Byers

Presentation By: James Arndt

**Background Information:** Staff has investigated a variety of recruitment agencies to assist our efforts to strategically recruit retailers to Paducah. Retail Strategies offers a multi-pronged approach that dovetails with the city's staffing and retail objectives.

Over a period of 3-years, Retail Strategies will provide retail economic development support in 4 ways.

**Customized, current research and analytics.** In addition to demographic, lifestyle and retail industry trends, market trade areas will be identified and evaluated, GAP analysis preformed, competition analysis performed as well as examination of future market growth and needs.

**Boots on the Ground Analysis.** Retail Strategies physically sends a team to Paducah to catalog our assets; this is without city staff, so that they see things from an outsider's perspective.

**Retail Recruitment.** Retail Strategies will provide recruitment services, both with and independently of city staff. Using the local data they collect and analysis, their recruitment strategy team then initiates the process of working their leads, minimum 30 retail prospects. In addition to this, Retail Strategies team attends ICSC on the City's behalf. If City staff choses to attend as well, it means that we can "tag team" the conference.

**Retail Academy.** This is a 4 to 6-hour educational course that is specifically targeted for rural communities. It's a training they have used successfully for 6 to 7 years. It can be completed in Birmingham or in our City. Three to five City staff will participate in this.

In addition, the \$40,000 that will be used to fund this agreement will be transferred from the Admin Contingency Account (1000 0106 524500) to Planning's 'Other Contractual Service' account (1000 1202 523070).

**Does this Agenda Action Item align with a Strategic Plan Action Step? Yes**

If yes, please list the Action Step Item Codes(s): E-1 Encourage and assist local business retention and expansion

E-3 Promote occupancy in all downtown buildings

N-2 Engage and empower neighborhoods to thrive

C-2 Recognize, promote and encourage creative industry growth (culinary)

**Funds Available:** Account Name: Other Contractual Services

Account Number: 1000 1202 523070

**Staff Recommendation:** Approval

**Attachments:**

1. MO - Retail Strategies 2020
2. Agreement -Retail Strategies with Paducah KY 11-20-2020 (1)
3. Paducah and Retail Strategies for BOC
4. Retail Recruitment for BOC



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

A MUNICIPAL ORDER AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND RETAIL STRATEGIES, LLC, FOR RETAIL ECONOMIC DEVELOPMENT RECRUITMENT SERVICES, DATA AND TRAINING IN AN AMOUNT OF \$40,000 PER YEAR FOR THREE (3) YEARS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

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

SECTION 1. That the City hereby authorizes and approves an Agreement with Retail Strategies, LLC, in substantially the form attached hereto and made part hereof (Exhibit A), in an amount of \$40,000 per year for three (3) years for retail economic development recruitment services, data and training, and authorizes the Mayor to execute said agreement.

SECTION 2. That the City hereby authorizes the transfer of \$40,000 from the Administrative Contingency Account No. 10000106 524500 to the Planning Department Other Contractual Services Account Number 1000 1202 523070. Payment will be made from said Other Contractual Services account.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 8, 2020  
Recorded by Lindsay Parish, City Clerk, December 8, 2020  
\\MO\\agree- Retail Strategies 2020

## PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING SERVICES

This Professional Services Agreement to Provide Consulting Services (this “Agreement”) sets forth the mutual understanding of (the “Client”) the City of Paducah, KY and Retail Strategies, LLC, an Alabama limited liability company (the “Consultant”) on this the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Execution Date”), for the provision of professional consulting services as more fully set forth below.

### R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

**1. CONSULTING SERVICES.** The Consultant agrees to provide the following professional consulting services to the Client (the “Services”):

- A. Research.** The Consultant will identify the Client’s retail trade area using a blend of demographics, political boundaries, drive times and/or custom boundaries. The Consultant will perform market and retail analysis based on current industry standards at the time such reports are run. The Consultant will map retail locations and analyze opportunities given local and macro retail trends.
- B. In-Market Real Estate Analysis.** The Consultant will analyze existing shopping centers and retail corridors and actively reach out to local brokers and real estate owners. The Consultant will identify, evaluate and catalogue priority commercial properties for development or redevelopment based on their highest-and-best-use. The Consultant will identify priority business categories to expand locally and to recruit to the area.
- C. Retail Recruitment.** The Consultant will proactively recruit businesses for targeted zones through the contact of a minimum of 30 retailers, restaurants, brokers or developers. The Consultant will regularly update the Client Representative on retail recruitment efforts via email, telephone and the Consultant’s client web portal known as “Basecamp.” One market visit per calendar year is included in this agreement, additional travel outside of this agreement and requested by the Client shall be approved and paid for by the Client. The Consultant will represent the Client at International Council of Shopping Center conferences and provide updates according to the yearly conference schedule.
- D. Updates.** The Consultant will provide the Client Representative with updates within three business days of receipt of a request from the Client Representative (as defined in Section 4 below).

2. **TERM.** The Consultant's engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant's engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the "Term") unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive one year periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. **CONSULTING FEE.**

- A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee") in an amount equal to \$120,000. The Consulting Fee will be paid in installments of immediately available funds as follows:

| Contract Period | Payment Date                                                       | Payment Amount |
|-----------------|--------------------------------------------------------------------|----------------|
| Year One        | Upon execution of this agreement                                   | \$40,000       |
| Year Two        | On or before the 1st anniversary of the Execution Date             | \$40,000       |
| Year Three      | On or before the 2 <sup>nd</sup> anniversary of the Execution Date | \$40,000       |

- B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services, including but not limited to: (1) negotiation of incentive agreements; (2) all recruiting and marketing efforts; (3) representation of the Client at trade shows; (4) booking meetings for the Client with prospective retailers; and (5) including the Client in marketing materials.

4. **CLIENT INFORMATION AND ACCESS.**

- A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.
- B. To facilitate such access and Consultant's delivery of the Services, the Client designates the Business Development Specialist (the "Client Representative"), currently Kathryn Byers. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g.,

significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

- C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver, on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

**5. INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

**6. TERMINATION.**

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.
- D. **By the Consultant Upon the Client's Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day



period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: The City of Paducah  
300 South 5th Street  
P.O. Box 2267  
Paducah, Kentucky 42002-2267  
Attention: Kathryn Byers  
Email: kbyers@paducahky.gov

Consultant: Retail Strategies, LLC  
2200 Magnolia Ave. South, Suite 100  
Birmingham, AL 35205  
Email: sleara@retailstrategies.com  
Fax: (205) 313-3677  
Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. **INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. **STANDARD TERMS.**

- A. **Affiliated Services:** The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.
- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.

- C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure and refund provisions of Section 6(B) of this Agreement.
- J. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- L. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.

- M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.
- Q. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

**CLIENT:**

CITY OF PADUCAH, KENTUCKY

By: \_\_\_\_\_

Name: Brandi Harless

Title: Mayor

Date: December \_\_\_\_, 2020

**CONSULTANT:**

RETAIL STRATEGIES, LLC

By: \_\_\_\_\_

Name:

Title:

Date

## **EXHIBIT A**

### **I. CONSULTANT AGREEMENT**

*This section outlines what Retail Strategies (the “consultant”) will provide to City of Paducah, Kentucky (the “client”).*

#### **A. Research**

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market’s growth potential and trends in the retail industry
9. Identification of at minimum 30 retail prospects to be targeted for recruitment over three-year engagement
10. Updates provided on retail industry trends
11. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

#### **B. Boots on the Ground Analysis**

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and landowners

#### **C. Retail Recruitment**

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Client’s designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule

#### **D. Retail Academy**

1. Virtual Retail Education



# retail strategies

Retail Development Services

**Paducah, Kentucky**



# About Us

Retail Strategies, founded in 2011, is the national expert in recruiting businesses on behalf of communities. Retail Strategies exists to give communities across the United States an advantage in attracting businesses. Our mission is to provide the real estate expertise, tools, and human effort that position deserving towns as alluring locations for national businesses.

With confidence, we pursue this mission by delivering unparalleled customer service as a unified team with unmatched real estate expertise. Attracting new retail to a community is a complex, connection critical, and time-consuming endeavor. We give communities the option to outsource retail recruitment services to well-connected, experienced, and licensed retail real estate professionals. Our activities pay a return in sales taxes, added jobs, and businesses that enhance and add to the unique qualities of your community.

For our Client communities, we identify and aggressively execute a tailored strategy to attract new retailers, restaurants, and hotels. We attend more than ten International Council of Shopping Centers (ICSC) and multiple RetailLive! retail real estate trade shows across the Country to meet with industry professionals to showcase opportunities.

## Industry Leaders

- 150 years of retail real estate experience
- Direct connections to retailers & developers
- Hands-on approach





## RETAIL STRATEGIES

# Our Process

### discover

#### **We are an investment for your community.**

We believe that every community is unique, so we take time to engage our Client's to understand your story of opportunity to leverage your attributes towards expanding businesses.

### connect

#### **We make sure your community's story is heard.**

As a conduit between communities and national retailers, we ensure that your stories of opportunity, culture, values and people are perfected to resonate with the right retail audiences.

Aggressively taking your communities story and information to expanding businesses, property owners, brokers, developers, and other industry players to create economic growth in your community.

### advance

#### **We multiply and enhance your staff.**

We work as an extension of your staff, adding specific expertise, and amplifying your efforts and visibility many times over.

Being your partner and consistently providing feedback, answering questions, and solving complex problems to position your market for growth.





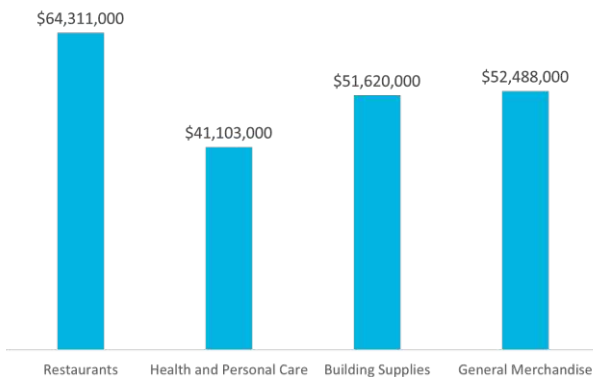
## RETAIL STRATEGIES

### Our Service



#### Discover: Research

The cycle begins with market analysis. We take the deep dive into data, advanced analytics, and proprietary tools developed in-house to uncover and define the potential in your community.

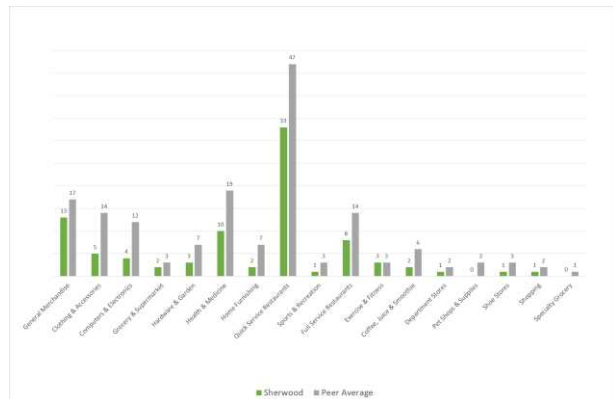


#### GAP Analysis

Examining the market supply and market demand within the trade area to uncover the categories of retail being desired by your community.

#### Peer Community Analysis

Identification and comparison of similar communities to measure your retail base and identify opportunities from a categorical perspective.



#### Mobile Data Collection

An industry leading report which utilizes cell phone data to identify the home and work location of consumers that visit a defined shopping area within the community.



## RETAIL STRATEGIES

# Our Service



### Discover: Real Estate Analysis

We bring our team of retail real estate professionals to your community to uncover your strategic and underutilized real estate assets.



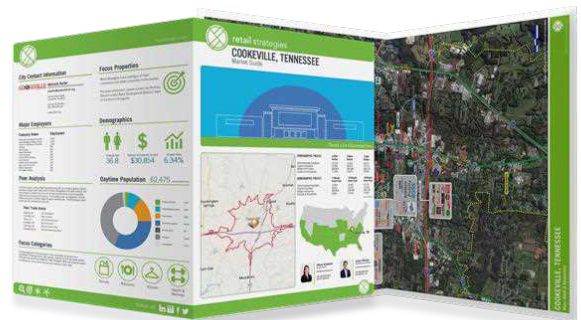
### Discover: Retail Strategy & Prospects

At the end of our Discovery process we combine your data, analytics, real estate, and community vision to create the Retail Strategy for your market.



### Discover: Marketing Guide

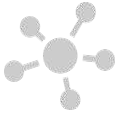
To properly showcase the market we create a marketing guide and other materials that illustrates the top facts industry professionals need to know about your community.





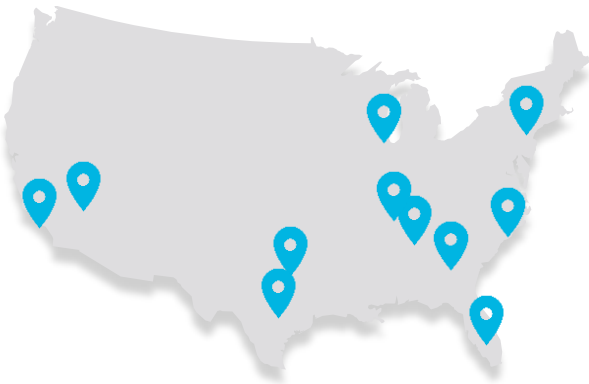
## RETAIL STRATEGIES

### Our Service



#### **Connect: Retail Recruitment**

Your team will work diligently to connect with decision makers to showcase opportunities in your marketplace, overcome objections, and advance your economic efforts.



#### **Connect: Conference Representation**

Each year our team attends more than a dozen retail real estate conferences. For the conferences that cover your geography, we will meet with expanding business, brokers, and developers on your behalf.





## RETAIL STRATEGIES

### Our Service

#### RECAP

Retail recruitment is a marathon, not a sprint. Our partnerships are built to provide the foundational support and relationships to take your community forward as quickly as possible.

## We Multiply and Enhance Your Staff



## We are an Investment for Your Community



## We Make Sure Your Story is Heard







# retail strategies

RETAIL DEVELOPMENT SERVICES

**Paducah, KY**

Strictly Private and Confidential

Pricing Valid for XX Days



retail strategies .com

info@retailstrategies.com  
(205) 314-0386

2200 Magnolia Ave, Suite 100  
Birmingham, AL



# About Us

Retail Strategies, founded in 2011, is the national expert in recruiting businesses on behalf of communities. Retail Strategies exists to give communities across the United States an advantage in attracting businesses. Our mission is to provide the real estate expertise, tools, and human effort that position deserving towns as alluring locations for national businesses.

With confidence, we pursue this mission by delivering unparalleled customer service as a unified team with unmatched real estate expertise. Attracting new retail to a community is a complex, connection critical, and time-consuming endeavor. We give communities the option to outsource retail recruitment services to well-connected, experienced, and licensed retail real estate professionals. Our activities pay a return in sales taxes, added jobs, and businesses that enhance and add to the unique qualities of your community.

For our Client communities, we identify and aggressively execute a tailored strategy to attract new retailers, restaurants, and hotels. We attend more than ten International Council of Shopping Centers (ICSC) and multiple RetailLive! retail real estate trade shows across the Country to meet with industry professionals to showcase opportunities.

## Industry Leaders

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# Our Process

---

## discover



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## connect



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As a conduit between communities and national retailers, we ensure that your stories of opportunity, culture, values and people are perfected to resonate with the right retail audiences.

Aggressively taking your communities story and information to expanding businesses, property owners, brokers, developers, and other industry players to create economic growth in your community.

## advance



### **We multiply and enhance your staff.**

We work as an extension of your staff, adding specific expertise, and amplifying your efforts and visibility many times over.

Being your partner and consistently providing feedback, answering questions, and solving complex problems to position your market for growth.



## OUR PROCESS

# Discover: Research

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## discover



The cycle begins with market analysis. We take the deep dive in to data, advanced analytics, and proprietary tools developed in house to uncover and define the potential in your community.

After interviewing more than a dozen research firms, Retail Strategies chose STI Popstats (Synergos Technologies) as our primary data source. This data source consistently delivers the highest level of accuracy and allows our team to analyze and deliver over 3,365 individual variables (per geography) providing the deepest, most reliable, information possible to our Clients.

### Trade Area Identification

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By utilizing mobile data collection, data and analytics, and real estate acumen, our team will identify shopping patterns within your community that will answer key questions for retailers.

### Business Recruitment Categories

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After reviewing key demographic information, we will deliver a list of uses, businesses, and opportunities for your community. These potential businesses will elevate your downtown.

### Mobile Data Collection

---

An industry leading report which utilizes cell phone data to identify the home and work location of consumers that visit a defined shopping area within the community.

### Psychographic Analysis

---

Defines the type of consumers in your market by breaking down consumers demographic characteristics, consumer preferences, consumer expenditures, and cultural ideals.

### GAP Analysis

---

Examining the market supply and market demand within the trade area to uncover the categories of retail being desired by your community.

### Consumer Expenditures

---

Drilling down in to each retail segment to identify and understand what your consumers spending patterns are.





# Discover: Real Estate Analysis

## discover

Real Estate is the key to every business expansion. Our team features over 150+ years of retail real estate experience and we utilize our collective experience to provide the most thorough, and creative, assessment of your community.

To accomplish this we bring our team of retail real estate professionals to your community to uncover your strategic and underutilized real estate assets.

The inventory of properties our team believes is viable for new development, redevelopment highest and best use or vacancies that need to be filled are logged and recorded in our custom software program to be used by your team during the recruitment process.

The information we gather is immediately put to work through making outreach to the property owners, developers, and brokers who represent these properties to learn their goals for the property and how Retail Strategies can assist them on behalf of the community leaders.





# Discover: Community Input & Communication



## discover

### Discover: Community Input

Throughout the life of our partnership we will always be ready to listen to your feedback, suggestions, opinions, and requests. Below are items and actions we take to ensure we are providing information and action toward the betterment of the community.

### Communication: The Key to Our Partnerships

During our onboarding process we will be scheduling a time to speak with you to get a first-hand understanding of your goals, desired businesses, past experiences, etc. In addition, we send a questionnaire that can be filled out by one, or many, Community Leaders to provide Retail Strategies further information on your goals and vision.

From Day 1 our process is built around creating a relationship with you and getting communication and information flowing to one another. This is partnership. We know that no one knows your community better than you. Through our partnership we will be able to harness your local knowledge and pair it with our resources and connections to make an economic impact. In addition, this free flow of communication will allow you to always share feedback with our team which we will utilize on your behalf.





# Connect: Retail Recruitment and National Representation



connect

## Connect: Retail Recruitment

This is where the rubber meets the road. This is where we take the information we have collected for your community, package it in the appropriate format, and begin showcasing opportunities in your community. The Benefit of partnering with Retail Strategies is that we do not just hand you fancy gadgets and a CRM tool to conduct recruitment, our Kentucky management team will conduct every piece of outreach to the appropriate contact on your behalf.



### Recruitment

Your team will be reaching out to property owners, brokers, developers, retailers, restaurants, and all other industry players to connect the dots to your market. We utilize the resources we have gathered and will continue to seek additional information throughout our partnership to further define the opportunities in your market.

### Representation

Each year our team attends more than a dozen retail real estate conferences. At the conferences we will set up and have meetings with targeted retailers, restaurants, brokers, and developers on your behalf. Following the conference you will receive an update on who we met with, what was said, and what our next steps are. During the time of COVID-19 the shows have moved to virtual only however our attendance and participation has not wavered.





# Advance: Reporting & Collaboration



Reporting and Communicating is the key to any partnership. We dedicate multiple points of contact to you so that we ensure 1) effective outreach and 2) that your questions, feedback, and other information can be answered, collected, and utilized.

## Reporting

Through our partnership we will establish regular communication with you. We report to you regularly with updates from our recruitment efforts, industry news, and other information that will allow you to become more of an expert on your market and the industry.

Your team will be reaching out to property owners, brokers, developers, retailers, restaurants, and other industry players on your behalf. These conversations will be summarized and provided to you to keep you in the know on our efforts.

In addition, through our experience we know we can learn as much from a “no” as we can from the “yes”. We provide you information on why it is a yes and why it was a no so that your community can better understand how prospective businesses and industry leaders view your community.



metrics & progress

## Basecamp

Retail Strategies utilizes Basecamp, a project management and collaboration web platform, to record and store conversations and information shared with our Clients. This platform is username and password protected and keeps our partnership organized.

We understand that your team will adjust and grow overtime and Basecamp allows new members of your team the ability to get up to speed quickly with our efforts.





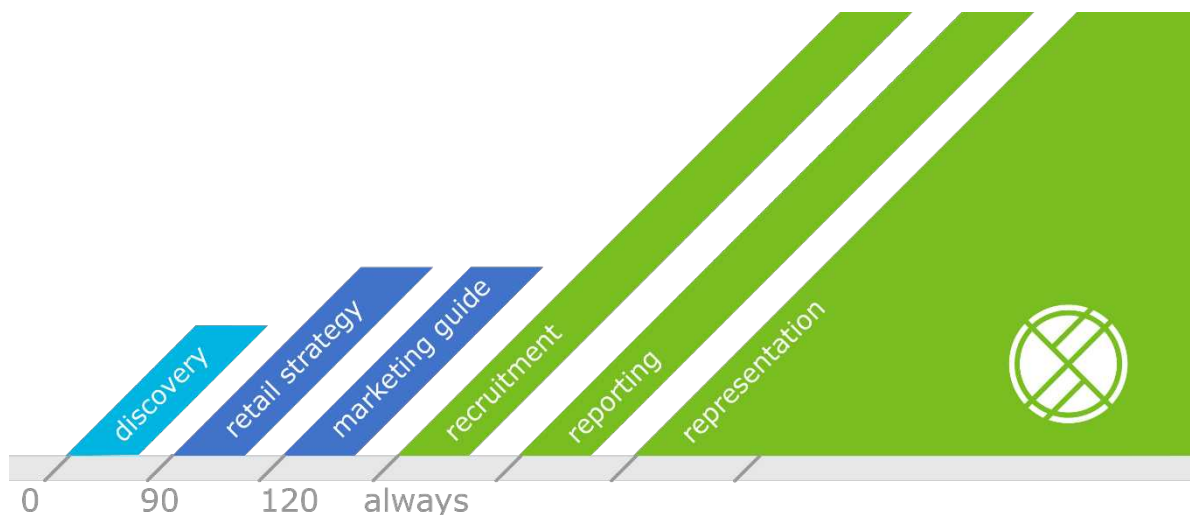
# Scope of Services

## DATA & ANALYTICS | REAL ESTATE ANALYSIS | COMMUNITY INPUT | RETAIL STRATEGY

- Retail Real Estate Analysis performed by Licensed Retail Real Estate Professionals
- Identify and Evaluate priority commercial properties for development, re-development and higher and best use opportunities
- Identification of priority business categories for recruitment and/or local expansion
- Target List of Retailers and Restaurants (minimum of 30)
- Customized Marketing Guide (four pages)
- Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
- Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
- Analyze community's growth potential through the peer analysis and GAP analysis
- Analysis of future retail space requirements in relation to the peer markets and retail opportunities
- Conduct retail peer market analysis
- Identify and evaluate competing shopping areas
- Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
- Consumer Spending Pattern Reports
- Market Outlook Reports
- Aerial imagery of trade area(s)
- Provide updates on retail industry trends
- Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

## RECRUITMENT | REPRESENTATION | OUTREACH | CONNECTIVITY

- Pro-active retail recruitment for targeted zones
- Will contact a minimum of 30 overall retailers, restaurants, brokers and/or developers each year
- Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email on a regular basis
- ICSC and Retail Live conference representation- updates provided according to the yearly conference schedule
- Active outreach to local brokers and land owners





## Investment

---

**Retail Strategies** offers two investment options for our Recruitment service:

### Annual Agreement

An annual contract with pricing defined for three years of service. This partnership includes an annual opt-out with no penalty.

### Three-Year Agreement

A three-year contract that allows Retail Strategies to offer a discount to our service. The lead time on a real estate transaction is typically 18-36 months. We plant a lot of seeds in year one that come to fruition in years two and three. To fully realize the benefits of the investment, three years is suggested to an option.

|                             | Annual Agreement | Three Year Agreement |
|-----------------------------|------------------|----------------------|
| <b>Total Contract Value</b> | <b>\$120,000</b> | <b>\$110,000</b>     |
| Year 1                      | \$40,000         | \$40,000             |
| Year 2                      | \$40,000         | \$35,000             |
| Year 3                      | \$40,000         | \$35,000             |

Project fees are due within 30 days of receipt of the invoice.

One trip annually to the Client is included in pricing. Any additional travel will be approved by the Client (not to exceed \$1,000 per trip).

Should the Client request a special assignment, additional work, and/or additional travel needs not specifically referenced in the contract, we will prepare written authorization to be signed by the Client in advance of commencing any additional work.





retail strategies

[retailstrategies.com](http://retailstrategies.com) | [205] 314-0386 | [info@retailstrategies.com](mailto:info@retailstrategies.com)

2200 Magnolia Ave South, Suite 100 Birmingham, AL

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: December 8, 2020

**Short Title:** Approve Agreement with the Paducah Convention & Visitors Bureau in an amount of \$27,000 for Marketing Campaign Services - **J ARNDT**

**Category:** Municipal Order

Staff Work By: James Arndt, Lindsay Parish

Presentation By: James Arndt

**Background Information:** This Municipal Order authorizes an agreement between the City of Paducah and the Paducah Convention & Visitors Bureau ("CVB") for marketing campaign services. The CVB currently has a contract with Lou Hammond Group to provide public relations services through December 30, 2021. The City would like to utilize Lou Hammond Group services for a targeted marketing campaign for a period of six (6) months beginning December 1, 2020 through May 31, 2021. This targeted marketing campaign is in partnership with the Chamber of Commerce and Paducah Power. This Municipal Order authorizes payment to the CVB in the amount of \$4,500 per month throughout the term of the agreement. Funds will be transferred from the Administrative Contingency Account (1000 0106 524500) to the City Manager's Other Contractual Services Account (10000103 523070) to fund the agreement.

**Does this Agenda Action Item align with a Strategic Plan Action Step?** No

If yes, please list the Action Step Item Codes(s):

**Funds Available:** Account Name: Other Contractual Services

Account Number: 10000103 523070

**Staff Recommendation:** Approval.

**Attachments:**

1. MO- CVB Lou Hammond Marketing Campaign Services
2. CVB agreement with City re Lou Hammond Group Final



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

A MUNICIPAL ORDER AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE PADUCAH CONVENTION & VISITORS BUREAU REGARDING LOU HAMMOND GROUP FOR MARKETING CAMPAIGN SERVICES, IN AN AMOUNT OF \$27,000, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

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

SECTION 1. That the City hereby authorizes and approves an Agreement with the Paducah Convention & Visitors Bureau, in substantially the form attached hereto and made part hereof (Exhibit A), for marketing campaign services in an amount of \$27,000 plus any additional costs or expenses directly related to the marketing campaign that are requested by the City and authorizes the Mayor to execute the Agreement.

SECTION 2. That the City hereby authorizes the transfer of \$27,000 from the Administrative Contingency Account No. 10000106 524500 to the City Manager Other Contractual Services Account No. 10000103 523070. The expenditure shall be charged to the City Manager Other Contractual Services Account. Payment will be allocated in six (6) installments of \$4,500.

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

---

Brandi Harless, Mayor

ATTEST:

---

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 8, 2020  
Recorded by Lindsay Parish, City Clerk, December 8, 2020  
MO\agree- CVB Lou Hammond Marketing Campaign Services

## **EXHIBIT A**

**AGREEMENT WITH PADUCAH CONVENTION & VISITORS BUREAU  
REGARDING LOU HAMMOND GROUP**

THIS AGREEMENT is made and entered into on the dates indicated hereinafter, as evidenced by the dates executed by the parties, with an effective date of December 1, 2020, by and between the City of Paducah, Kentucky, hereinafter called "City"; and the Paducah Convention & Visitors Bureau, hereinafter called "CVB".

**WITNESSETH:**

WHEREAS, the CVB currently has a contract with Lou Hammond Group to provide public relations services through December 30, 2021; and

WHEREAS, the City would like to utilize Lou Hammond's services for a targeted marketing campaign for a period of six (6) months; and

WHEREAS, the governing bodies of the City and CVB have determined that it is in the best interests of the citizens and residents of the City of Paducah to enter into this agreement and for the CVB to administer this targeted effort; and,

WHEREAS, the execution, delivery, and performance of this Agreement have been authorized, approved, and directed by the governing bodies of the City by a Municipal Order formally passed and adopted by the governing bodies of the City and CVB.

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

**ARTICLE I: DEFINITIONS**

All words and phrases will have the meanings specified below unless the context clearly requires otherwise.

"CVB Agreement" means the December 2, 2019 engagement letter between Lou Hammond Group and the Paducah Convention & Visitors Bureau.

"City" means the City of Paducah, Kentucky, or any successor thereto acting by and through this Agreement.

"CVB" means the Paducah Convention & Visitors Bureau or any successor thereto acting by and through this Agreement.

"Fiscal Year" means the period from and including July 1, 2020 through the following June 30, 2021.

"Term" means the term of this Agreement as determined pursuant to Article III hereof.

## **ARTICLE II: PURPOSE**

The purpose of this Agreement is a partnership between the City and CVB pursuant to the CVB Agreement to conduct a target six (6) month marketing campaign and to partially compensate CVB for Lou Hammond Group monthly expenses, which the CVB is currently obligated to pay under the terms of the CVB Agreement.

## **ARTICLE III: TERM**

The term of this Agreement shall be for six (6) months beginning December 1, 2020 and ending May 31, 2021, unless soon terminated by the parties pursuant to the terms of this Article. The CVB and the City shall each have the right to terminate this Agreement by giving notice, in writing, to the other party no less than sixty (60) days prior to the termination date sought. Upon termination of this Agreement, the withdrawing party shall have no further duties or obligations or be entitled to benefits following the effective date of withdrawal.

## **ARTICLE IV: CONSIDERATION**

The City shall pay to the CVB the sum of \$4,500 per month on the 1<sup>st</sup> day of each month, commencing on December 1, 2020 and for the duration of the term of this Agreement, in order to utilize Lou Hammond Group's service under the CVB Agreement. The City shall also pay for any additional costs and/or expenses directly related to the marketing campaign per specific requests by the City. The City acknowledges that the total monthly payment owed to Lou Hammond Group by the CVB under the CVB agreement is \$6,100 per month.

## **ARTICLE V: ADMINISTRATION**

The City and the CVB agree that the CVB shall work directly with Lou Hammond Group to administer the marketing campaign and act as the lead agency, and will keep the City advised of communication and efforts associated with the campaign.

## **ARTICLE VI: ASSIGNMENT**

This Agreement may not be assigned by any party without the prior written consent of the other party hereto.

## **ARTICLE VII: MISCELLANEOUS**

Section: 7.1. Notices. All notices, certificates, requests or other communications hereunder will be sufficiently given and will be in writing and mailed (postage prepaid, and certified or registered with return receipt requested) or delivered (including delivery by courier services) as follows:

City of Paducah  
Attn: Mayor or City Manager  
300 South 5th Street  
P.O. BOX 2267  
Paducah, KY 42002-2267

Paducah Convention & Visitors Bureau  
Attn: Mary Hammond  
128 Broadway  
Paducah, KY 42001

Any of the foregoing may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications will be sent hereunder. All notices, certificates, requests and other communications pursuant to this Agreement will be effective when received (if given by mail) or when delivered (if given by delivery). Further, in the event of a change in personnel to any party/officer hereto, the presumption shall be that, unless the other parties are notified, in writing, the successor to that position shall be the authorized representative and shall be bound by this Agreement.

Section 7.2. Amendments, Changes and Modifications. Except as specifically provided in this Agreement, this Agreement may not be amended, changed, modified or altered, or any provision hereof waived, without the written consent of all parties hereto.

Section 7.3. Severability. In the event that any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 7.4. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 7.5. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Section 7.6. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 7.7. Binding Effect. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns (including, without limitation, security assigns), subject, however, to the limitations contained in this Agreement.

Section 7.8. Entire Agreement. This Agreement shall constitute the entire agreement of the parties hereto and any prior agreement of the parties hereto relating to the subject matter herein, whether written or oral, is merged herein and shall be of no separate force and effect.

Section 7.9. Waiver. No action or failure to act by one or more of the parties hereto shall constitute a waiver of a right or duty afforded it under the Agreement, nor shall such action or failure to act constitute approval or acquiescence of or in a breach hereunder.

**IN WITNESS WHEREOF**, the parties have executed the Agreement by and through their duly authorized representatives as of the day and year first above written.

**CITY OF PADUCAH, KENTUCKY**

By: \_\_\_\_\_  
Brandi Harless, Mayor

ATTEST: \_\_\_\_\_  
Lindsay Parish, City Clerk

Date executed: \_\_\_\_\_

Date executed: \_\_\_\_\_

**PADUCAH CONVENTION & VISITORS BUREAU**

By: \_\_\_\_\_  
Glenn Denton, Chairman

ATTEST: \_\_\_\_\_  
Mary Hammond, Exec. Director

Date executed: \_\_\_\_\_

Date executed: \_\_\_\_\_

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: December 8, 2020

Short Title: Approve the Paducah-McCracken County Emergency Operations Plan - **J ARNDT**

Category: Municipal Order

Staff Work By: Lindsay Parish

Presentation By: James Arndt

**Background Information:** The Paducah-McCracken County Office of Emergency Management has requested approval of the Local Emergency Operations Plan. This Order approves and adopts the Local Emergency Operations Plan and authorizes the Mayor to execute all documents related to same.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:  
Account Number:

Staff Recommendation: Approval.

Attachments:

1. MO - Local Emergency Operations Plan
2. Emergency Operations Plan



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

A MUNICIPAL ORDER ADOPTING THE PADUCAH-MCCRACKEN  
COUNTY EMERGENCY OPERATIONS PLAN AND AUTHORIZING THE MAYOR TO  
EXECUTE ALL DOCUMENTS RELATED TO SAME

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

SECTION 1. That the Paducah-McCracken County Emergency Operations Plan is officially approved and adopted and that the Mayor is hereby authorized and directed to execute an Executive Order related to same. The conveyance of official approval and adoption of the Paducah-McCracken County Emergency Operations Plan shall remain continuously in effect from the date of the Executive Order, or until superseded by a subsequent Executive Order promulgated in accordance with KRS 39B.030(3), KRS 39B.060(2), KRS 39C.050(3), applicable Kentucky Administrative Regulations, and planning guidance issued by the Kentucky Division of Emergency Management.

SECTION 2. A copy of the officially approved and adopted Paducah-McCracken County Emergency Operations Plan, along with the Executive Order, shall be placed on file for public inspection during regular office hours in the Paducah-McCracken County Office of Emergency Management.

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

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 8, 2020  
Recorded by Lindsay Parish, City Clerk, December 8, 2020  
\\MO\\Local Emergency Operations Plan

# **PADUCAH-McCRACKEN COUNTY**

## **EMERGENCY OPERATIONS PLAN**



**Prepared By:**

**Paducah-McCracken County Office of Emergency Management**

**in coordination with the**

**Kentucky Division of Emergency Management**

**Commonwealth of Kentucky**

**Updated: July 1, 2020**

## **Paducah-McCracken County EOP Table of Contents**

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ESF 15 – Public Information

# Record of Revisions and Changes

| Change Number | Date of Change | Basic Plan and/or ESF                                                                                           | Date Entered | Change Made By (Signature) |
|---------------|----------------|-----------------------------------------------------------------------------------------------------------------|--------------|----------------------------|
| 01            | 07/11/18       | Updated phone numbers in the Basic Plan and ESFs.                                                               | 07/11/18     | <i>Jerome Mansfield</i>    |
| 02            | 07/11/18       | Listed EOC operational levels in Basic Plan on page 8.                                                          | 07/11/18     | <i>Jerome Mansfield</i>    |
| 03            | 07/11/18       | Added Appendix A Hazard Identification Table in Basic Plan on pages 17.                                         | 07/11/18     | <i>Jerome Mansfield</i>    |
| 04            | 07/11/18       | Added Appendix B EOC Organization Chart in Basic Plan on Pages 18-19.                                           | 07/11/18     | <i>Jerome Mansfield</i>    |
| 05            | 07/11/18       | Added Appendix C ESF Coordinator descriptions in Basic Plan on pages 20-21.                                     | 07/11/18     | <i>Jerome Mansfield</i>    |
| 06            | 07/01/19       | Added shelter locations in on page 4 of ESF 6.                                                                  | 07/01/19     | <i>Jerome Mansfield</i>    |
| 07            | 07/01/19       | Added a new Appendix B McCracken County Map D in Basic Plan on page 18                                          | 07/01/19     | <i>Jerome Mansfield</i>    |
| 08            | 07/01/19       | Added a new Appendix D McCracken County EOC Main Room Layout and Phone Extension Chart in Basic Plan on page 21 | 07/01/19     | <i>Jerome Mansfield</i>    |

| Change Number | Date of Change | Basic Plan and/or ESF                                                                           | Date Entered | Change Made By (Signature) |
|---------------|----------------|-------------------------------------------------------------------------------------------------|--------------|----------------------------|
| 09            | 07/01/19       | Added a new Appendix E McCracken County EOC Communications Room Layout in Basic Plan on page 22 | 07/01/19     | <i>Jerome Mansfield</i>    |
| 10            | 07/01/19       | Changed Appendix B EOC Organization Chart in Basic Plan to Appendix C on pages 20-21            | 07/01/19     | <i>Jerome Mansfield</i>    |
| 11            | 07/01/19       | Changed Appendix C ESF Coordinator descriptions in Basic Plan to Appendix F on pages 23-25      | 07/01/19     | <i>Jerome Mansfield</i>    |
| 12            | 07/01/19       | Added a new Appendix B McCracken County Map in Basic Plan on page 18                            | 07/01/19     | <i>Jerome Mansfield</i>    |
| 13            | 07/01/19       | Added an Executive Summary                                                                      | 07/01/19     | <i>Jerome Mansfield</i>    |
| 14            | 07/01/20       | Updated the EOP date to July 1, 2020.                                                           | 07/01/20     | <i>Jerome Mansfield</i>    |
| 15            | 07/01/20       | Added a Concept of Operations on page 2 of ESF-15                                               | 07/01/20     | <i>Jerome Mansfield</i>    |
| 16            | 11/30/20       | Added an executive order from the mayor.                                                        | 11/30/20     | <i>Jerome Mansfield</i>    |
| 17            | 11/30/20       | Deleted NIMS Resolution as unnecessary.                                                         | 11/30/20     | <i>Jerome Mansfield</i>    |
| 18            | 11/30/20       | Added Tier II hazardous substance facilities in Basic Plan page 4, paragraph no. 7.             | 11/30/20     | <i>Jerome Mansfield</i>    |
|               |                |                                                                                                 |              |                            |

[illegible]

# McCracken County Emergency Operations Plan

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## EXECUTIVE SUMMARY

The McCracken County Emergency Operations Plan (EOP) establishes the organizational and procedural framework that assures an effective level of community preparedness for encountering the many natural and technological hazards affecting McCracken County and the City of Paducah. The EOP provides guidance for a comprehensive and unified approach to reducing the impact of disasters and emergencies.

The EOP addresses the four phases of emergency management (mitigation, preparedness, response and recovery). The plan has been developed according to the authority granted by Kentucky Revised Statute (KRS) 39B.030(3).

The EOP serves as the cornerstone document to achieve the following local emergency response organization strategic objectives:

- Maintain the Paducah-McCracken County Emergency Operations Plan and related emergency planning documents as useful and practical crisis management guides.
- Manage the McCracken County Emergency Operations Center (EOC) to ensure excellence in the local government crisis leadership and decision-making process.
- Prepare emergency responders and the public to successfully meet the challenges posed by disasters and emergencies.
- Alert and warn the people of McCracken County about impending emergencies.
- Coordinate public and private post-incident assistance to ensure both individual survivors and affected organizations experience a beneficial recovery from the impact of a disaster or emergency.

OEM extends its utmost appreciation to our local, state, federal and non-governmental organization planning partners.



Jerome Mansfield

Local Emergency Management Director

Paducah-McCracken County Office of Emergency Management

JULY 2020



McCracken County Office of the County Judge/Executive

**EXECUTIVE ORDER**

**WHEREAS**, KRS 39B.010(1), KRS 39B.030(3), KRS 39C.050(3), and applicable Kentucky Administrative Regulations requires the development and maintenance of a local emergency operations plan which sets forth the local government organizational structure, policies, procedures, and guidelines for the management and coordination of all disaster and emergency response in McCracken County and its cities; and

**WHEREAS**, KRS 39B.030(3), KRS 39B.060(2), KRS 39C.050(3), applicable Kentucky Administrative Regulations, and planning guidance issued by the Kentucky Division of Emergency Management requires the local emergency operations plan be officially approved and adopted by signed executive order of the county judge/executive or mayor; and

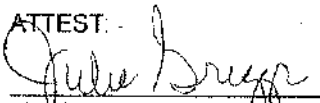
**WHEREAS**, the director of the Paducah-McCracken County Office of Emergency Management has submitted the McCracken County Emergency Operations Plan to the county judge/executive for official approval and adoption in accordance with the aforementioned laws, administrative regulations, and planning guidance;

**NOW, THEREFORE**, I Craig Z. Clymer, County Judge/Executive, by virtue of the powers and authorities vested in me by the Constitution and the laws of the Commonwealth of Kentucky, and in accordance with the provisions of KRS 39A to 39F, applicable Kentucky Administrative Regulations, and the McCracken County Emergency Management Ordinance, do hereby order and direct the following:

1. The McCracken County Emergency Operations Plan is officially approved and adopted effective the date of this Executive Order as shown herein.
2. The conveyance of official approval and adoption of the McCracken County Emergency Operations Plan through this Executive Order shall remain continuously in effect from the date of this Executive Order as shown herein, or until superseded by a subsequent Executive Order promulgated in accordance with KRS 39B.030(3), KRS 39B.060(2), KRS 39C.050(3), applicable Kentucky Administrative Regulations, and planning guidance issued by the Kentucky Division of Emergency Management.
3. A copy of the officially approved and adopted McCracken County Emergency Operations Plan, including this Executive Order, shall be placed on file for public inspection during regular office hours in the McCracken County Office of Emergency Management.

Signed this September / 24 / 2020  
(month) (day) (year)

  
McCracken County Judge/Executive

ATTEST:   
McCracken County Clerk

City of Paducah Office of the Mayor

**EXECUTIVE ORDER**

**WHEREAS**, KRS 39B.010(1), KRS 39B.030(3), KRS 39C.050(3), and applicable Kentucky Administrative Regulations requires the development and maintenance of a local emergency operations plan which sets forth the local government organizational structure, policies, procedures, and guidelines for the management and coordination of all disaster and emergency response in McCracken County and the City of Paducah; and

**WHEREAS**, KRS 39B.030(3), KRS 39B.060(2), KRS 39C.050(3), applicable Kentucky Administrative Regulations, and planning guidance issued by the Kentucky Division of Emergency Management requires the local emergency operations plan be officially approved and adopted by signed executive order of the county judge/executive or mayor; and

**WHEREAS**, the director of the Paducah-McCracken County Office of Emergency Management has submitted the Paducah-McCracken County Emergency Operations Plan to the county judge/executive and mayor for official approval and adoption in accordance with the aforementioned laws, administrative regulations, and planning guidance:

**NOW, THEREFORE**, I Brandi Harless, Mayor of Paducah, by virtue of the powers and authorities vested in me by the Constitution and the laws of the Commonwealth of Kentucky, and in accordance with the provisions of KRS 39A to 39F and applicable Kentucky Administrative Regulations do hereby order and direct the following:

1. The Paducah-McCracken County Emergency Operations Plan is officially approved and adopted effective the date of this Executive Order as shown herein.
2. The conveyance of official approval and adoption of the Paducah-McCracken County Emergency Operations Plan through this Executive Order shall remain continuously in effect from the date of this Executive Order as shown herein, or until superseded by a subsequent Executive Order promulgated in accordance with KRS 39B.030(3), KRS 39B.060(2), KRS 39C.050(3), applicable Kentucky Administrative Regulations, and planning guidance issued by the Kentucky Division of Emergency Management.
3. A copy of the officially approved and adopted Paducah-McCracken County Emergency Operations Plan, including this Executive Order, shall be placed on file for public inspection during regular office hours in the Paducah-McCracken County Office of Emergency Management.

Signed this December / 03 / 2020  
(month) (day) (year)

\_\_\_\_\_  
Mayor of the City of Paducah, Kentucky

ATTEST:

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

## **Paducah-McCracken County Emergency Operations Plan (EOP) Support Plans**

The following planning documents support the McCracken County EOP:

1. U. S. Department of Energy Paducah Site Emergency Plan
2. Tennessee Valley Authority Shawnee Fossil Fuel Plant Emergency Plan
3. Tennessee Valley Authority Dam Safety Emergency Action Plan
4. Barkley Regional Airport Authority Emergency Plan
5. Mercy Health-Lourdes Emergency Plan
6. Baptist Health Emergency Plan
7. AT & T – Bloom Avenue Extremely Hazardous Substance (EHS) Facility Emergency Response Plan
8. BellSouth – 53530 – Benton Rd EHS Facility Emergency Response Plan
9. BellSouth – 53556 – Oregon St EHS Facility Emergency Response Plan
10. BellSouth – 53639 – Kentucky Ave EHS Facility Emergency Response Plan
11. Coca-Cola Bottling EHS Facility Emergency Response Plan
12. Comcast of the South EHS Facility Emergency Response Plan
13. Darling Ingredients EHS Facility Emergency Response Plan
14. Dippin' Dots EHS Facility Emergency Response Plan
15. Home City Ice EHS Facility Emergency Response Plan
16. Mathis Battery dba Paducah Battery Supply EHS Facility Emergency Response Plan
17. Sam's Club EHS Facility Emergency Response Plan
18. Sunbelt Rentals EHS Facility Emergency Response Plan
19. Tennessee Valley Authority Shawnee Fossil Plant EHS Facility Emergency Response Plan
20. United Rentals EHS Facility Emergency Response Plan
21. U. S. Department of Energy EHS Facility Emergency Response Plan
22. Baptist Health Child Development Center Emergency/Disaster Evacuation Plan
23. Building Blocks for Christ Preschool and Day Care Center Emergency/Disaster Evacuation Plan
24. Care Bear's Day Care Emergency/Disaster Evacuation Plan
25. Concord Elementary Preschool Emergency/Disaster Evacuation Plan
26. Creative Minds Development Center Emergency/Disaster Evacuation Plan
27. Daytime Moms Little Blessings Emergency/Disaster Evacuation Plan
28. Easter Seals Child Development Center Emergency/Disaster Evacuation Plan
29. First Baptist Church Emergency/Disaster Evacuation Plan
30. First Christian Church Preschool Emergency/Disaster Evacuation Plan
31. Harmony Baptist Church Preschool Emergency/Disaster Evacuation Plan
32. Heath Elementary Preschool Emergency/Disaster Evacuation Plan
33. Hendron-Lone Oak Elementary Preschool Emergency/Disaster Evacuation Plan
34. Hopes and Dreams Child Development Center Emergency/Disaster Evacuation Plan
35. Immanuel Baptist Church Preschool Emergency/Disaster Evacuation Plan
36. Kiddie Kottage Daycare and Preschool Emergency/Disaster Evacuation Plan
37. Kids Kare Child Development Center Emergency/Disaster Evacuation Plan
38. Kids Kare Too Child Development Center Emergency/Disaster Evacuation Plan
39. Kids Kare West Emergency/Disaster Evacuation Plan
40. Kids Thrive TUMC Preschool Emergency/Disaster Evacuation Plan

## **Paducah-McCracken County Emergency Operations Plan (EOP) Support Plans**

41. Lone Oak Elementary Little Acorns Before and After School Child Care Emergency/Disaster Evacuation Plan
42. Lone Oak Elementary Preschool Emergency/Disaster Evacuation Plan
43. Lone Oak First Baptist Church Preschool Emergency/Disaster Evacuation Plan
44. Martha's Agape Love Childcare Emergency/Disaster Evacuation Plan
45. Mt. Zion Preschool Center Emergency/Disaster Evacuation Plan
46. Olivet 4 Kids Emergency/Disaster Evacuation Plan
47. Paducah Head Start Preschool Emergency/Disaster Evacuation Plan
48. Paducah Day Nursery Emergency/Disaster Evacuation Plan
49. Playcare Learning Center Preschool Emergency/Disaster Evacuation Plan
50. Playcare Learning Center South Preschool Emergency/Disaster Evacuation Plan
51. Reidland Elementary Preschool Emergency/Disaster Evacuation Plan
52. Reidland United Methodist Church Preschool Emergency/Disaster Evacuation Plan
53. Scholar House Early Childhood Center Head Start/Early Head Start Emergency/Disaster Evacuation Plan
54. St. Mary Early Childhood Center Emergency/Disaster Evacuation Plan
55. The Early Learning Academy Emergency/Disaster Evacuation Plan
56. The Little Academy Emergency/Disaster Evacuation Plan
57. West Ends Kid Academy Emergency/Disaster Evacuation Plan
58. Murray State University Emergency Plan
59. West Kentucky Community and Technical College Crisis Plan
60. Concord Elementary School Emergency Plan
61. Heath Elementary School Emergency Plan
62. Hendron-Lone Oak Elementary School
63. Lone Oak Elementary School Emergency Plan
64. Reidland Elementary School Emergency Plan
65. Lone Oak Intermediate School Emergency Plan
66. Reidland Intermediate School Emergency Plan
67. Heath Middle School Emergency Plan
68. Lone Oak Middle School Emergency Plan
69. Reidland Middle School Emergency Plan
70. McCracken County High School Emergency Plan
71. McCracken County Open Campus School Emergency Plan
72. Clark Elementary School Emergency Plan
73. Morgan Elementary School Emergency Plan
74. McNabb Elementary School Emergency Plan
75. Paducah Middle School Emergency Plan
76. Paducah Tilghman High School Emergency Plan
77. St. Mary Elementary School Emergency Plan
78. St. Mary Middle School Emergency Plan
79. St. Mary High School Emergency Plan

## **Paducah-McCracken County Emergency Operations Plan (EOP) Support Plans**

80. Community Christian Academy Emergency Plan
81. Fresenius Kidney Care Clinic Emergency Plan (Husbands Rd)
82. Fresenius Kidney Care Clinic Emergency Plan (Mercy Health Lourdes)
83. Heartland Rehabilitation Emergency Plan
84. Pain Management Emergency Plan
85. Innovative Eye Emergency Plan
86. Parkview Nursing and Rehabilitation Center Emergency Plan
87. River Haven Nursing and Rehabilitation Emergency Plan
88. Stone Creek Health and Rehabilitation Emergency Plan
89. Superior Care Home Emergency Plan
90. Brookdale Assisted Living Emergency Plan
91. Gaither Suites at West Park Assisted Living Emergency Plan
92. Morningside of Paducah Assisted Living Emergency Plan
93. New Haven Assisted Living Emergency Plan
94. The Lakes of Paducah Assisted Living Emergency Plan
95. McCracken County Disaster and Emergency Services (DES) Rescue Squad Basic Search and Rescue (SAR) Operations Plan
96. Hazmat One Emergency Response Plan
97. U. S. Coast Guard Response Plan
98. McCracken County Courthouse Emergency Action Plan
99. McCracken County Continuity of Government Plan
100. McCracken County Emergency Management EOC Standard Operating Guideline (SOG)
101. McCracken County Emergency Management Flood Incident Specific Plan (ISP)
102. McCracken County Emergency Management Aircraft Incident Specific Plan (ISP)
103. McCracken County Emergency Management Earthquake Incident Specific Plan (ISP)
104. McCracken County Emergency Management Threat and Hazard Identification Risk Assessment (THIRA)
105. Jackson Purchase Natural Hazard Mitigation Plan
106. Broadway United Methodist Church Emergency Action Plan
107. American Red Cross West Kentucky Chapter Disaster Service Plan
108. Salvation Army Paducah Disaster Services Plan
109. McCracken County Volunteer Assistance Organizations Active in Disaster (VOAD) Emergency Plan
110. Paducah and Louisville Railway Emergency Plan
111. Kentucky Oaks Mall Security and Emergency Plan
112. Atmos Energy Natural Gas Pipeline Emergency Plan
113. Energy Transfer/Trunkline Gas Balken Oil Emergency Plan
114. Marathon Natural Gas Pipeline Emergency Plan
115. Paducah Power System Natural Gas Pipeline Emergency Plan
116. Paducah Power System Emergency Plan
117. Jackson Purchase Energy Corporation Emergency Plan

## **Paducah-McCracken County Emergency Operations Plan (EOP) Support Plans**

- 118. LG&E/Kentucky Utilities Emergency Plan
- 119. Kentucky Oaks Mall Security and Emergency Plan
- 120. Kentucky Emergency Management Emergency Operations Plan
- 121. Federal Emergency Management Agency (FEMA) Prevention Framework
- 122. FEMA Protection Framework
- 123. FEMA Mitigation Framework
- 124. FEMA Response Framework
- 125. FEMA Disaster Recovery Framework

## McCRACKEN COUNTY BASIC EMERGENCY OPERATIONS PLAN

### I. AUTHORITY

The McCracken County Emergency Operations Plan (EOP) is based upon Presidential Executive Order 11795; Public Laws 81-920, 91-606, 92-385, 93-24, 93-234, 93-288, 94-68, 96-511, 99-499, 100-707, 101-121, and 107-296; the National Response Plan (NRP) as authorized by federal law and Presidential Executive Orders and Homeland Security Presidential Directives; Governor of Kentucky Executive Order 96-1120; Kentucky Revised Statutes Chapters 39A to 39F; and the McCracken County Emergency Management Ordinance dated July 10, 2000, as amended.

### II. SITUATIONS AND ASSUMPTIONS

- A. All political jurisdictions in the Commonwealth of Kentucky are subject at any time to disaster or emergency occurrences, both large and small, due to various hazards, threats, or other contingencies detrimental to public safety, health, welfare, and domestic security. It is the fundamental responsibility of elected government in McCracken County and the City of Paducah to ensure a comprehensive local Emergency Management (EM) program exists to detect or be aware of, prevent, assess, mitigate, prepare for, respond to, and recover from any potential or actual hazard, threat, or other detrimental contingency, or the harmful effects resulting from any of these, including those specified or contemplated in KRS 39A.010, P. L. 107-296 and P. L. 93-288, as amended.
- B. A key function of the local EM program is the development of an all-hazards, all-discipline McCracken County Emergency Operations Plan (EOP) that outlines the overall strategy and organizational structure to be utilized by local government for managing a threatened or actual emergency, declared emergency, disaster or catastrophe caused by any hazard, threat, or other contingency adversely affecting the public safety and security of McCracken County and the City of Paducah. This strategy and structure is referred to as the local Integrated Emergency Management System (IEMS) and includes, as a component, the specific incident command system provisions as required in KRS 39A.230 (See Appendix 3). All response operations by members of local emergency services and response agencies in McCracken County and its City of Paducah shall be conducted in conformity with the IEMS of the McCracken County EOP and the provisions of the National Incident Management System (NIMS).
- C. For the intent of the McCracken County EOP, the meaning of the terms "emergency," "declared emergency," "disaster," and "catastrophe" used throughout the Basic Plan are as defined in KRS 39A.020 unless otherwise specified. The term "disaster or emergency" reflected throughout the Plan is

used in a general sense to mean anyone of the above four terms individually or any of the four terms in combination. Also, the meaning of the terms hazard", "threat", and "contingency" are as defined or used within the federal National Response Plan (NRP) and are construed to be inclusive within the terms "emergency", "declared emergency", "disaster", "catastrophe" or "disaster or emergency" wherever these terms appear in the Basic Plan, unless the context requires otherwise.

### III. HAZARD ANALYSIS

A. The hazard analysis for all of McCracken County indicates no population area is hazard free. McCracken County covers 249 square miles with a population of 66,000. The terrain varies from flat agricultural bottomland to mainly, gentle rolling landscape inland. Principal streams are the Ohio, Tennessee, and Clarks Rivers, and Perkins Creek, Island Creek, Massac Creek and Mayfield Creek. Major transportation routes are the Canadian National – Illinois Central Railroad, the Paducah and Louisville Railway, Interstate 24, U.S. 60, U.S. 62, U.S. 68, and U.S. 45. The regional airport at Barkley Field in West Paducah provides commercial passenger service utilizing a 6500-foot and a 5500-foot runway. Four major pipelines measuring 24", 30", 36" and 40" size carry natural gas and/or petroleum products across the county. Hazardous materials in bulk quantities are stored at numerous facilities, including the PGDP/USEC plant, bulk fuel storage sites, towboat refueling depots, and several local farm store locations in McCracken County and the City of Paducah. These statistics indicate some of the areas of geography and critical infrastructure that may be at risk. The effects of these hazards may vary according to seasonal and climatic factors.

B. The following hazards, summarized below, have been identified as threats to public safety in McCracken County and the City of Paducah. Also, see Appendix A, "Natural Hazard Identification Table."

#### 1. Severe Weather

- a. Thunderstorms and related activity – are quite frequent in the spring and summer seasons. A severe thunderstorm may be accompanied by strong damaging winds, hail or other phenomena. Lightning is the most deadly phenomena associated with thunderstorms. However, wind and large hail can inflict serious property damage to structures and vehicles. Heavy rainfall during severe thunderstorms can cause flash flooding of low-lying areas.
- b. Winter storms – occur but, due to its relatively mild, temperate climate, McCracken County has experienced only a few severe winter storms. The severe ice and/or snowstorms that do occur are



commonly light in nature and of short duration. Exceptions to this pattern can occur at any time and result in extended problems with transportation and utility systems. Severe winter weather conditions primarily occur during January and February and can be affected by El Nino weather patterns.

- c. Floods – occur as the result of excessive rainfall over short periods of time. Generally, floods are more prevalent during the winter and spring months and are the result of backwater spillover of the Ohio and Clarks Rivers, Perkins Creek, Massac Creek, and the Mayfield Creek. The major consequence of such floods is normally the inundation of non-residential, agricultural cropland areas in the county. The city of Paducah is protected by a floodwall and levee system. Limited residential areas of the county not protected by the local floodwall system may experience flooding during major flood incidents. In recent years, a considerable amount of new construction has been completed outside the floodwall and would be in danger if a severe flood reaching the magnitude of the 1937 flood occurred. Flash flooding does occur within McCracken County and the City of Paducah periodically, but rarely causes extensive residential property damage. Disruption of traffic flow, overloaded drainage systems, some residential basement and crawl space inundation, and localized damage to roads, bridges, culverts, and drainage infrastructure can occur however, during episodes of severe flash flooding.
  - d. Tornadoes – may occur during any season and in any part of the county, but are of special concern during the months of March, April, and May. The threat of severe, damaging tornadoes is most prevalent during these spring months, but damaging storms have occurred in the fall and winter months as well.
  - e. Droughts – may occur during the summer and early fall months. The adverse effects are mostly economic in nature and are generally limited to agricultural and gardening interests in McCracken County and its cities.
2. Earthquakes – McCracken County is situated in an area that may be affected by a damaging earthquake along the New Madrid or Wabash Fault or an uncharted fault. Earthquake activity has been evident since white settlers first came into the area. The occurrence of a major earthquake is considered a daily possibility. The damage resulting from any earthquake depends upon the location of the earthquake's epicenter and the amount of energy released. Significant damage may occur to older commercial and business buildings in the City of Paducah and other sites within McCracken County.

3. War-Related Incidents – McCracken County might be directly affected, and could be indirectly affected, by the use of a weapon of mass destruction on the United States. In the case of a nuclear weapon explosion, the city and county might be subjected to radioactive fallout conditions. During a major conventional war, the local jurisdiction would probably become part of the total national war effort that might include economic controls and rationing.
4. Transportation Accidents – Traffic accidents pose a constant hazard to the residents of McCracken County and its city. They occur routinely throughout the county and most commonly take the form of motor vehicle collisions involving two or more cars, objects, or persons. Railroad-crossing accidents represent a very small portion of these accidents, although freight trains pass through McCracken County and the city of Paducah on a daily basis. Another source of potential for a serious transportation accident is Barkley Regional Airport. The airport handles incoming and outgoing passengers for Western Kentucky, Northwestern Tennessee, and Southern Illinois. On the Ohio River, recreational water accidents occur periodically and could involve a casino boat operation. Many types of hazardous materials are transported by highway, rail, and barge through McCracken County and its cities that can be involved in transportation accidents.
5. Energy Related Hazards and Energy Shortages/Outages
  - a. Natural gas/petroleum products present several potentially hazardous situations. Most of these are concerned with transportation of natural gas/ petroleum products across McCracken County. Accidental rupture of pipelines can result in fire, explosion, or both, resulting in property damage and possible injuries or loss of life. Another major hazard involves the potential for an accident within storage areas. The potential is especially great for fire and explosion in these areas when careless handling practices, improper use of equipment, or equipment failure occur.
  - b. Electrical transmission within McCracken County and the City of Paducah creates some additional energy hazards. Substation faults or breakage of transmission lines due to storms, accidents, or equipment failure is probably the most common hazard and may result in extended power outages, structural fires or loss of life.
  - c. Power shortages in McCracken County and the City of Paducah are a possibility and may be intensified by usage restrictions that could be placed on energy supplies nationwide. The county should have an energy allocation plan available in the event of such a situation.

6. Water Shortages – The water utility systems in McCracken County and the City of Paducah can be affected by equipment failures that may require voluntary conservation measures, the issuance of water advisories or mandatory conservation orders, and locating emergency pumps at other water systems.
7. Hazardous Materials Accidents – The most likely threat of a hazardous material incident in McCracken County comes from a transportation accident when chemicals or other hazardous materials are involved. These have the potential of affecting great numbers of people over large distances. Also, the occurrence of a large chemical release at fuel storage depots, nearby chemical plants, or businesses that manufacture, store or use hazardous materials in their processes may pose a threat to life and property. Hazardous materials facilities and storage areas are present throughout McCracken County and the City of Paducah.

A list of the county's Tier II hazardous substance facilities and extremely hazardous substance (EHS) facility emergency response plans may be found at the Kentucky Emergency Response Commission's online Tier II Manager Software system website. The McCracken County Local Emergency Planning Commission (LEPC) reviews the EHS plans annually.

8. Weapons of Mass Destruction, Terrorism, Civil Disturbance – B-NICE (Biological, Nuclear, Incendiary, Chemical, and Explosive) or COBRA (Chemical, Ordinance, Biological, Radiological agents) are agents that may be illegally employed by a terrorist to promote a specific philosophy or goal. The threat of terrorism is a national concern that may manifest itself in various forms, and at any time, in McCracken County and the City of Paducah. Paducah-McCracken County is regarded at moderate risk for a terrorist attack. The City of Paducah includes the Federal Courthouse, offices for the Internal Revenue Service, and a major U.S. Postal Service distribution center. These are considered targets for a terrorist incident, as well as bulk fuel storage facilities, gas and petroleum interstate pipelines, chemical manufacturing plants, public water supplies, and mass congregation locations. The Paducah Gaseous Diffusion Plant, operated by the United States Enrichment Corporation, in western McCracken County would be a high profile target for a possible attack. Such an attack might be accomplished using fire, explosives, and nuclear, biological, or chemical weapons of mass destruction.
9. Fire – The concentration of older buildings in downtown areas of the City of Paducah may present the threat of a large commercial fire in the city. A significant fire hazard may exist during dry periods in suburban and rural areas of McCracken County and affect residences that are close to areas of woodlands and brush.

10. Nuclear Radiation Problems: Nuclear radiation emergencies could occur from several sources. The Department of Energy and the Nuclear Regulatory Commission have designated the Paducah Gaseous Diffusion Plant (PGDP) in McCracken County as a fixed nuclear facility where a radiation hazard could exist under certain circumstances. Environmental clean up activities at the PGDP facility involve the transportation of radioactive waste materials from the plant site. Radiological and nuclear waste in transit to storage and usage facilities would be a possible hazard in the event of a transportation accident. Additionally, medical usage of radioactive substances and the transportation of these materials in the area are common and thus, accidents are a daily possibility.

E. For the intent and purposes of the McCracken County EOP, the meaning of the terms "emergency", "declared emergency", "disaster", and "catastrophe" used throughout the Basic Plan are as defined in KRS 39A.020, unless otherwise specified. The term "disaster or emergency" reflected throughout the Plan is used in a general sense to mean any one of the above four terms individually, or any of the four terms in any combination. Also, the meaning of the terms "hazard", "threat", and "contingency" are as defined or used within the federal National Response Plan (NRP) and are construed to be inclusive within the terms "emergency", "declared emergency", "disaster", "catastrophe" or "disaster or emergency" wherever these terms appear in the Basic Plan, unless the context requires otherwise.

#### IV. MISSION

The mission of the McCracken County Emergency Operations Plan (Basic Plan and ESFs) is: to establish the overall organizational structure to be utilized by city and county governments to manage disaster and emergency response in their political jurisdictions in the event of, or threatened event of, any emergency, declared emergency, disaster, catastrophe, or other contingency, including a natural, technological, man-caused, or war-related crisis; to set forth the policies, procedures, and guidelines for the coordination of all disaster and emergency response in McCracken County and the City of Paducah; to establish a local disaster and emergency services organization, as mandated under KRS 39B.050, and define the responsibilities of, and provide broad guidance to the local agencies and supporting entities or personnel comprising the local disaster and emergency services organization; to provide procedures to determine the severity and magnitude of an emergency or disaster; to outline awareness, prevention, preparedness or readiness actions to be taken; to direct response and recovery operations and assist in hazard mitigation; to provide a local homeland security system for managing emergency incidents that reflects the principles of the National Response Plan (NRP) and the National Incident Management System (NIMS) under Public Law 107-296; and to comply with the provisions of Public Law 93-288 (as amended) and other related laws when federal disaster assistance is made available.

## V. DIRECTION AND CONTROL

- A. Under KRS 39B.010 and 106 KAR 1:230, each city, county, or urban county government in Kentucky is required to establish and maintain a local Emergency Management (EM) agency responsible for developing, implementing, and maintaining a local government public safety program to detect or be aware of, prevent, assess, mitigate, prepare for, respond to, and recover from any disaster or emergency resulting from any hazard or threat. In compliance with this statute and its associated administrative regulation, the McCracken County Fiscal Court has, by ordinance, established the Paducah-McCracken County Office of Emergency Management (EM). The Paducah-McCracken County EM is the agency within the executive branch of government having primary jurisdiction, authority, and responsibility for the development, implementation, and maintenance of the local EM program in McCracken County and the City of Paducah.
- B. The county judge/executive of each county and the mayor of each city or urban-county government in Kentucky are required by KRS 39B.020 and 106 KAR 1:240 to appoint a director to serve as executive head of the local EM agency. The appointed local EM director for Paducah-McCracken County has direct responsibility for the organization, administration, and operation of the local EM agency and program.
- C. The local EM director for Paducah-McCracken County has the responsibility to develop and maintain a McCracken County Emergency Operations Plan (Basic Plan and ESFs). The McCracken County Basic Plan establishes a local disaster and emergency services organization as the primary emergency response force of local government in McCracken County and the City of Paducah. This local response organization is composed of local elected or appointed officials, local agencies and departments, and other public or private personnel as specified in KRS 39B.050(1). Local chief executives, the city manager, and department heads or agency chiefs from the fire, police, EMS, rescue squad, public works, public health, and other key agencies in McCracken County and the City of Paducah comprise the leadership of the local disaster and emergency services response organization. These leaders will advise the local EM director of information needed for the development and maintenance of the McCracken County Plan on a day-to-day basis and will assist with the execution of the Basic Plan in time of emergency. Also, the U.S. Department of Homeland Security requires the establishment of a Local Emergency Preparedness Planning Committee (LEPPC). The duties of the LEPPC are assigned to the leadership officials of the local disaster and emergency services organization serving under the chairmanship of the local EM director for Paducah-McCracken County.
- D. In order for the local government officials of McCracken County and the City of Paducah to effectively manage the response to a disaster or emergency, it is essential that the public and private personnel, equipment, assets, or other

resources employed in any local governmental emergency response effort be fully coordinated to ensure effective utilization of resources and non-duplication of operational assignments. To accomplish the necessary coordination of response efforts, local elected officials and key personnel in charge of the response must be able to gather together at a common command center to share information and decide on proper courses of action. KRS 39B.070(4) authorizes establishment of such a local command center in both a fixed-base facility arrangement and in a mobile configuration. A fixed-base, joint command center facility for McCracken County and the City of Paducah is referred to as a local Emergency Operations Center (EOC) in the McCracken County Basic Plan, while a mobile command center is referred to as a Mobile Command Post (MCP).

- E. During an emergency, the leadership officials of the local disaster and emergency services organization will operate in support of local elected chief executives at the local Emergency Operations Center (EOC) and/or the Incident Commander (IC) at an on-scene Mobile Command Post (MCP) to direct and supervise the response operations of their respective agencies in accordance with the provisions of the McCracken County Basic Plan. The primary McCracken County EOC is located at the McCracken County Emergency Management Complex, 3700 Coleman Road, Paducah, KY 42001-9008. The alternate McCracken EOC is in the McCracken County Courthouse in the second floor conference rooms A and B located at 300 Clarence Gaines Street, Paducah, KY 42003-1841.

The local EM director (referred to as EM Director for emergency response purposes) will coordinate the overall emergency response effort of the local disaster and emergency services organization per the requirement of KRS 39B.050(3). The local EM director will also assume the role of On Scene Incident Coordinator (OSIC) at a MCP whenever a unified command system is implemented at the scene of an emergency. All response operations shall utilize Incident Command System (ICS) as specified in KRS 39A.230 and NIMS.

- F. The McCracken County emergency management director or the county judge/executive will declare the McCracken County EOC as operational at one of the following levels:

**Level V** – This is the lowest level of incident or event and can be generally managed by the Emergency Management Director or designee and will not require deployment of more than one county resource as a normal requirement. The incident or event is of limited duration and will be closed out within one operational period (24 hours). This level may involve virtual monitoring of an incident or event.

**Level IV** – This is the next level of incident or event and will require a higher level of management than just the Emergency Management Director and one additional person. This level of incident or event will require multiple resources but is not a long term event. A limited formal activation of the McCracken County EOC and Incident Command System (ICS) structures may be required, but only to maintain situational awareness and adequately report actions taken by deployed assets. The incident or event is of a limited duration and will be closed out within one or two operational periods

**Level III** – This Level of incident or event is of greater complexity than the previous two and requires immediate activation of the McCracken County EOC and ICS structure to manage multiple resources over an extended period of time to meet significant needs of local first responders and agencies within Paducah and McCracken County. This will require the development and implementation of an incident action plan and will require activation of agency and representatives. This activation will have a significant impact on local government and non-governmental organization staff. The incident is of an extended duration and will be managed through several operational periods.

**Level II** – This level of incident or event will require all actions taken under a Level 3 plus activation of all the McCracken County EOC and ICS structure. Resources will be drawn from multiple assets across the county and may include the introduction of state resources. The incident is of an extended duration and cannot be closed out within a clearly defined number of operational periods.

**Level I** – This incident or event may be considered a catastrophic incident or of high impact that will require the full activation of all local, county and state assets and the full integration of the McCracken County EOC and ICS with state, and possibly federal and other resources. This level of activation will be characterized by the full integration of EOC operations as needed for long-term operations over many operational periods.

- G. If a city-level command post is established during an emergency or disaster by the City of Paducah to coordinate only city government operations, it will function in coordination with the local EOC established under the provisions of the McCracken County Plan. City agency heads will be responsible for communicating with the local EOC, as needed, to coordinate operations. For the purposes of the McCracken County Plan, any city-level command post that may be established during an emergency will be considered an inclusive element of the local EOC operation for all of McCracken County.
- H. The county judge/executive and mayors retain the final legal authority and responsibility under the Constitution and various KRS Chapters for direction and control of multiple public safety functions within their respective jurisdictions, including those specified in the McCracken County Basic Plan.

## VI. CONCEPT OF OPERATIONS

A. The McCracken County Emergency Operations Plan (Basic Plan) outlines the local government integrated emergency management system that will be employed in McCracken County and the City of Paducah for managing local response to a natural, technological, man-caused, or war-related disaster or emergency. An on-scene Mobile Command Post (MCP) and/or a fixed-base, local Emergency Operations Center (EOC) will be activated where chief executives, city/county agency or department heads, and designated EOC staff members can gather to discuss and manage the emergency response efforts of all local government agencies. Through this integrated emergency management system, a line of direction, coordination, command, and control is established that links the functions of Policy, Coordination, ICS Command, and ICS Operations. The McCracken County EOP (Basic Plan) also details awareness, prevention, preparedness, mitigation, and recovery actions to be taken by local governments for a disaster or emergency.

### B. Applicability/Functional Responsibility

1. The McCracken County EOP (Basic Plan) is applicable to all local government agencies in McCracken County and the City of Paducah that are listed or referenced in the Basic Plan and have specified functional responsibilities in connection with a natural, technological, man-caused, or war related disaster or emergency in any part of the county or city.
2. As mentioned above, in time of emergency an on-scene Mobile Command Post (MCP) and/or a local Emergency Operations Center (EOC) will be activated to ensure proper management and effective coordination of local response efforts. It is expected that for many emergency incidents in McCracken County and the City of Paducah, activation of a MCP alone will be sufficient for managing response operations. Therefore, a local EOC will most likely be activated only for an extraordinary emergency event that is countywide or catastrophic in nature or that otherwise produces emergency conditions in McCracken County or the City of Paducah for an extended period of time. As an option, an Area Command operational unit may also be established under a locally declared state of emergency.
3. Whenever an on-scene MCP is activated for an emergency, an Incident Commander (IC) will be designated to lead the on-scene response effort. A command staff and operations support personnel will be assigned as needed. The local EM director will respond to the MCP in the role of EM Director or OSIC. A MCP will always operate in support of the policy level of local government and in support of the local EOC whenever the local EOC is activated for an emergency.



4. Whenever a local EOC is activated for an emergency, a staff of personnel will be required to support internal EOC operations as specified in the McCracken County Plan. Listed below are the local policy-level officials and the primary, coordination-level EOC staff positions specified to work in or support the local EOC and assist in implementing the ESFs (i.e. specific sections) of the EOP (Basic Plan) for McCracken County and the City of Paducah. These individuals will be called into service on an "as needed" basis to execute the functions specified. The EOC staff members may be appointed per KRS 39D.040(4).
- a. County Judge/Executive or Mayor – The county judge/executive or mayor will be the final authority to direct and control emergency response activities in their respective political jurisdictions. They will direct the use of all city and county government resources, including those private organizations and individuals involved in the local disaster and emergency services organization's response so that casualties and property damage may be minimized and normal conditions restored as rapidly as possible.
  - b. City Manager – The city manager will assist the mayor with formulation of policy decisions, establish and maintain liaison with the local EM director regarding policy issues and coordination of strategic operations, and provide guidance to agencies of the local disaster and emergency services organization that are engaged in local response and recovery operations.
  - c. Emergency Management (EM) Director – The primary duties of the local EM director in time of emergency, as specified in KRS 39B.030(5)(6)(7) and KRS 39B.050(3), includes to be the chief advisor to the county judge/executive or mayor regarding the local emergency response, maintain liaison with the county Judge/Executive or city manager regarding strategic operations, act as Director of DES or OSIC to coordinate the emergency response operations of the local disaster and emergency services organization and, during a declared state of emergency to take immediate action to safeguard public safety, as directed by the county judge/executive or mayor.
  - d. Deputy EM Director(s) – The deputy EM director acts in support of, or in the absence of, the local EM director.
  - e. EM Communications Officer – The EM communications officer is responsible for establishment and operation of the EOC communications and the local Amateur Radio network to support response operations in the field or in the local EOC.

- f. EM Warning System Officer – The warning system officer develops, coordinates and activates the warning system/plan, including the Emergency Alert System (EAS) equipment, the outdoor warning siren equipment, and other warning resources.
- g. Public Information Officer – The public information officer assists the county judge/executive or mayor in preparing and coordinating the release of all emergency information to the public and other levels of government, and conducts periodic briefing sessions for news media and other interests.
- h. Social Services Coordinator – The social services coordinator will coordinate the resources of all agencies that may provide aid to the individual citizen in time of disaster. Agencies included in this section are: Red Cross, Salvation Army, churches, civic clubs, and any other agency with resources in this area. The services to be coordinated include emergency housing, distributing clothing, small items of personal property, and assisting in applying for financial aid from state or federal government or other appropriate agency offering such aid.
- i. Public Works Coordinator – The public works coordinator is responsible for coordinating the response of agencies handling transportation and utility infrastructures; performing damage assessment gathering and reporting; and maintains financial and accounting records pertaining to restoration of public infrastructure and expenditure of public funds pertaining thereto.
- j. Emergency Services Coordinator - The emergency services coordinator is responsible for coordinating the fire, rescue, and EMS services; maintains complete inventory of all available manpower and equipment of these agencies; provides the local EM director with a synopsis of the situation relative to agency resource use, problem operational areas, possible outside aid needed and other information pertinent to providing the community's need for emergency services.
- k. Security/Law Enforcement Coordinator – The security/enforcement coordinator is responsible for coordinating the police and law enforcement resources; maintains a complete inventory of all available manpower and equipment of these agencies; provides the local EM director with a synopsis of the situation relative to agency resource use, problem operational areas, possible outside aid needed and other information pertinent to providing the community's need for security and enforcement.
- l. Health/Medical Coordinator – The health/medical coordinator is responsible for coordinating all health and medical resources during an emergency, including hospitals, the health department, nursing homes,

drug stores, medical associations, nurses, comprehensive care centers and any agency having resources in this field. Services provided include all areas of treatment need (from first aid to serious illness or injury), available drugs, contamination and disease control, inoculations, setting up treatment centers, emergency morgues and generally providing for the health needs of the county.

- m. RADEF System Coordinator – The radiological defense (RADEF) system coordinator is responsible for the overall administrative and operational control of the RADEF network and operations; will advise of radiological fallout and contamination and make recommendations in regard to protective actions needed.
  - n. 911 Communications Coordinator – The city/county 911 director is the 911 communications coordinator and is responsible for the readiness and operation of communications systems and alerting/warning resources in the Paducah-McCracken 911 central dispatch center; coordinates 911 center communication system/personnel in providing support to the operational needs of the local EOC and local response agencies.
  - o. EOC Communications Coordinator – The EOC communications coordinator is responsible for the readiness and operation of the communications systems in the local EOC.
- B. The local EM director, with the assistance of the Judge/Executive, city manager, and each local department head or agency chief from the fire, police, EMS, rescue squad, public works, public health, and other key agencies in McCracken County and the City of Paducah, is responsible for developing and maintaining the McCracken County EOP (Basic Plan), the local EOC Standard Operating Guidelines (SOG), and government mutual aid agreements. Each local department head or agency chief is also responsible for verifying that their respective agencies have current SOPs/SOGs.
- C. The line of succession for county policy-level officials, such as the county judge/executive or county government agency heads, who are responsible for directing or modifying planned actions of McCracken County government is detailed in a county Continuity of Government (COG) ordinance.
- D. The line of succession for city policy-level officials, such as the mayors or city government agency heads, who are responsible for directing or modifying planned actions for the government City of Paducah is also detailed in a city Continuity of Government ordinance or resolution.

- E. Each local response agency identified and assigned responsibilities, or that otherwise participates in the implementation of the McCracken County EOP (Basic Plan), will follow the line of succession for its officials as outlined in their respective agency's SOP.
- F. Local officials, department heads, or local agency chiefs having functional responsibilities stipulated in the McCracken County EOP are responsible for familiarizing themselves and their personnel with the contents of the EOP. These officials are also responsible for developing SOP's for carrying out assigned functions.
- G. Execution of the McCracken County EOP (Basic Plan)
  - 1. The McCracken County EOP (Basic Plan) is effective for planning purposes, for execution, and for all other operational purposes, at any time as:
    - a. An emergency is declared by the county judge/executive or mayor; or
    - b. An emergency or disaster occurs or is threatened or imminent; or
    - c. Directed by the local EM director or the designated representatives; or
    - d. Indicated by specific sections of the EOP (Basic Plan) ; or
    - e. A homeland security advisory system threat level exists.
  - 2. All emergency response operations will be constantly monitored by the local Incident Commander (IC) and the local EM director or designee to determine the potential impact upon infant, children, elderly, and handicapped members of the community.
  - 3. The county judge/executive or mayor, or their designee, can declare a state of emergency and take direct control of all response operations, order an evacuation, determine when reentry can be allowed, and exercise other emergency response powers as specified in KRS 39A.100(2) or other laws.
- H. If state assistance is requested by local officials through the Kentucky Division of Emergency Management (KyEM), the State EOC in Frankfort will initiate and coordinate the response operations of state agencies assisting McCracken County and the cities of Lone Oak and Paducah. Requests will be handled as follows:
  - 1. The county judge/executive, the mayor or the local EM director will contact the KyEM area manager to request state assistance.

2. If the KyEM area manager cannot be reached, the KyEM duty officer is on staff 24-hours a day to relay requests for assistance and to initially coordinate state response. The phone number of the KyEM duty officer is (502) 607-1610 or (800) 255-2587.
3. The KyEM duty officer has available all the necessary information to contact state, federal and private agency personnel and to coordinate their initial response.

#### I. Operational Time Phases

1. Operations will be conducted during three operational time phases: Preparedness, Response, and Recovery.
2. The purpose of operational time phases is to indicate the level of readiness that a government should be observing or the kinds of operations that a government should be conducting. The higher the phase, the further along the organization should be in readiness actions and/ or in conducting operations. Each time phase includes those actions correlated with it and those actions correlated to a lesser phase in an accumulative manner.
3. Preparedness Phase – Normal readiness and preparedness operations to select and train staff and emergency response personnel, develop and test the McCracken County EOP (Basic Plan) and agency SOPs, equip a local EOC and a MCP, develop emergency systems including alerting, warning, and communications capabilities, and develop procedures and skills to effectively respond to emergencies and disasters.
4. Response Phase – Consists of two periods:
  - a. Increased Readiness Period – Alert and mobilization of emergency services personnel. The primary objective is to increase the response capability of the local disaster and emergency services organization in McCracken County and the City of Paducah through implementation of an orderly sequence of preparatory activities during a time of increased tension.
  - b. Operations Period – The operations period is characterized by priority emergency responses being made to manage the adverse effects of the hazard(s). It begins with the initial onslaught of the emergency or disaster and continues until succeeded by the recovery period. The operations period may be preceded by an increased readiness period, but frequently the sudden onslaught of the event occurs without warning. All response operations will be carried out using the NIMS- based Incident Command System (ICS) procedures.

5. Recovery Phase – The objective of the recovery phase is to return the impacted area to normal as soon as possible. However, this phase may extend for a lengthy time depending upon the scope and nature of the adverse effects of the emergency or disaster incident and the resources available. It is not unusual for this period to take more than 5 years.
- J. Following each major emergency or disaster occurrence, a critique of the emergency response operations will be conducted for possible updating of the McCracken County EOP (Basic Plan) or related SOPs. Officials are encouraged to recommend improvements or appropriate changes to the EOP (Basic Plan).

K. Funding

All local response operations conducted during an emergency, declared emergency, disaster, or catastrophe will require the expenditure of funds. The McCracken County Fiscal Court has the authority to determine the manner in which such services will be funded. For the purposes of the McCracken County EOP, it is assumed that payment for local response costs will be as directed by the county judge/executive, the mayor, and the local governing bodies. Meticulous documentation of expenditures should be maintained by local officials that meet the requirements associated with the financial reimbursement programs of the Federal Emergency Management Agency (FEMA) or its successor agency, under Public Law 93-288, as amended.

L. Public Information

Public information issues will be coordinated through the local Public Information Officer (PIO) who has, or needs to establish, close working relationships with local and area media personnel or Joint Information Center (JIC) for the proper management and distribution of emergency public information.

VII. ADMINISTRATION AND LOGISTICS

- A. All local government and non-governmental organizations involved with emergency assignments will provide their personnel with a local EM-generated or KyEM identification card and vehicle pass when such credentials are required by local or state officials.
- B. During the conduct of natural, technological, man-caused, or war-related emergency operations, necessary resources required by local emergency response agencies will be obtained primarily from their supporting agencies and sources in accordance with their agencies' role and regulations.
- C. Pursuant to the authority granted under KRS 39A.100 to 39A.140 and KRS 39B.070, the county judge/ executive or mayor may requisition or use any private property found necessary to perform emergency operations. In every case, a

receipt will be given to the owner or possessor of the property. Agencies so requesting supplies or equipment will keep a duplicate copy of the insured receipt for later settlements of claims. Also, under KRS 39B.070, city, county, or urban-county governments may waive certain procedures and formalities required under normal governmental law pertaining to the performance of certain governmental administrative functions.

- D. All reports will be made in conformity with ICS forms and any applicable local, state and federal laws and regulations.

## VIII. APPENDICES

- A. McCracken County Natural Hazard Identification Table (from 2018 Purchase Area Regional Mitigation Plan)
- B. McCracken County Map
- C. McCracken County EOC Organization Chart
- D. McCracken County EOC Main Room Layout and Phone Extension Chart
- E. McCracken County EOC Communications Room Layout
- F. Emergency Support Function Coordinator Descriptions

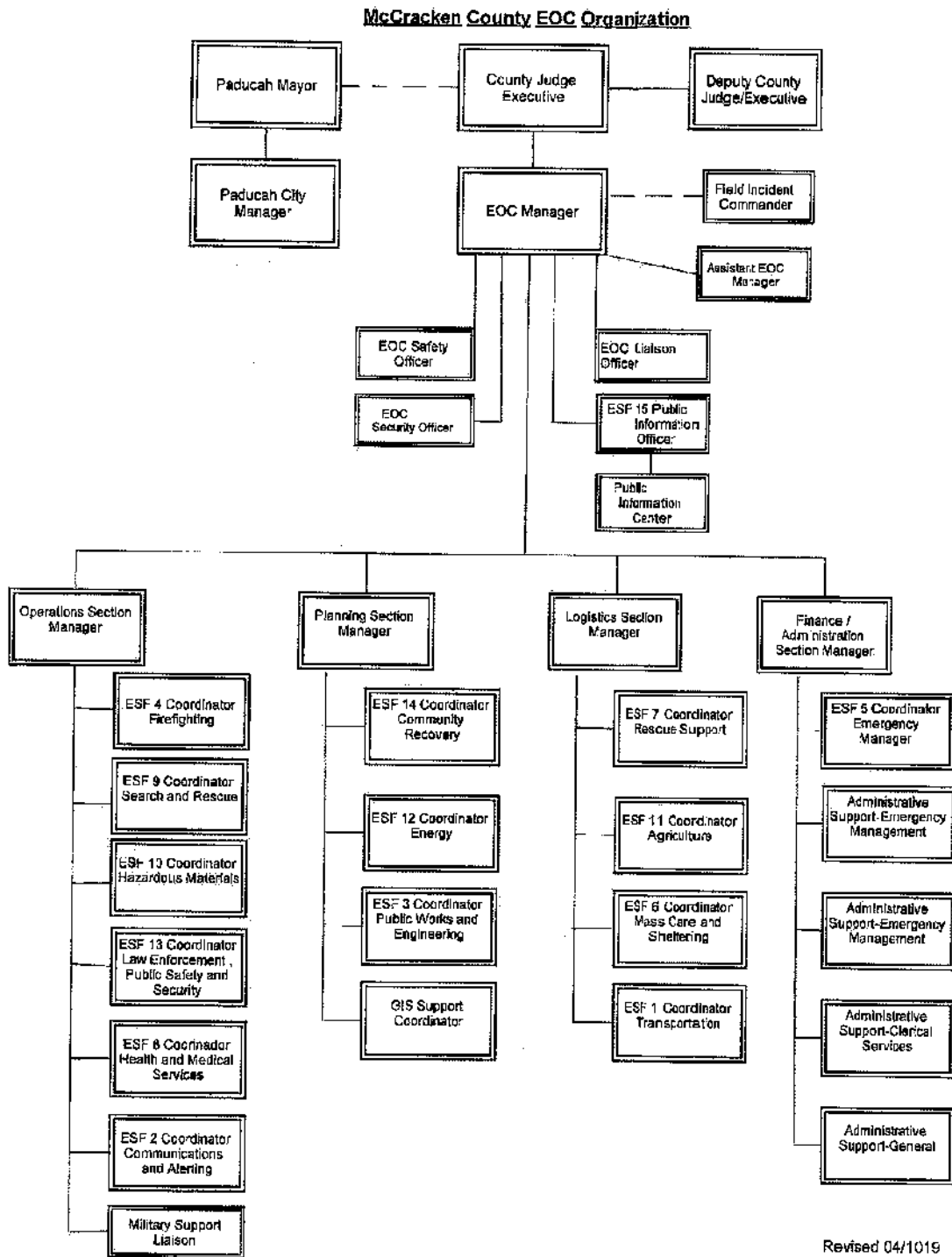
## Appendix A – McCracken County Natural Hazard Identification Table

| <b>Hazard</b>                 | <b>How Identified</b>                                                                                                                                                                                                        | <b>Why Identified</b>                                                                                                                                                                                                                            |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Tornado</b>                | <ul style="list-style-type: none"> <li>* Review of past disaster damage</li> <li>* Review of FEMA hazard maps</li> <li>* Public input</li> </ul>                                                                             | <ul style="list-style-type: none"> <li>* Several past occurrences</li> <li>* Hazard maps show all jurisdictions affected</li> </ul>                                                                                                              |
| <b>Flood</b>                  | <ul style="list-style-type: none"> <li>* Review of past disaster damage (FEMA &amp; NOAA National Climatic Data Center)</li> </ul>                                                                                           | <ul style="list-style-type: none"> <li>* Affects the region frequently</li> </ul>                                                                                                                                                                |
| <b>Flash Flood</b>            | <ul style="list-style-type: none"> <li>* Local emergency management</li> </ul>                                                                                                                                               | <ul style="list-style-type: none"> <li>* Maps show many flood prone areas</li> </ul>                                                                                                                                                             |
| <b>River Erosion</b>          | <ul style="list-style-type: none"> <li>* Public input</li> <li>* Review of FIRM maps</li> </ul>                                                                                                                              | <ul style="list-style-type: none"> <li>* Public identified several regions not mapped affected by flooding</li> <li>* Repetitive flooding has led to the deposition of enormous amounts of silt in Kentucky's Mississippi River ports</li> </ul> |
| <b>Thunderstorm</b>           | <ul style="list-style-type: none"> <li>* Review of past disaster damage</li> <li>* Public input</li> </ul>                                                                                                                   | <ul style="list-style-type: none"> <li>* Many events in the past</li> </ul>                                                                                                                                                                      |
| <b>Wind</b>                   | <ul style="list-style-type: none"> <li>* Review of past occurrences from NOAA National Climatic Data Center</li> </ul>                                                                                                       | <ul style="list-style-type: none"> <li>* Widespread: affects all jurisdictions</li> </ul>                                                                                                                                                        |
| <b>Hail</b>                   |                                                                                                                                                                                                                              | <ul style="list-style-type: none"> <li>* High wind zone</li> </ul>                                                                                                                                                                               |
| <b>Earthquake</b>             | <ul style="list-style-type: none"> <li>* Review of ground motion maps</li> <li>* Review of the New Madrid and Wabash seismic zones maps</li> <li>* Public input</li> </ul>                                                   | <ul style="list-style-type: none"> <li>* Location close to New Madrid/Wabash seismic zones</li> <li>* Historic accounts of 1812 disaster.</li> <li>* Potential for destructive impact in some jurisdictions</li> </ul>                           |
| <b>Winter Storm/Ice Storm</b> | <ul style="list-style-type: none"> <li>* Review of past disaster damage</li> <li>* Review of past occurrences from NOAA National Climatic Data Center</li> <li>* Public input</li> <li>* Local emergency mgt/KYTC</li> </ul> | <ul style="list-style-type: none"> <li>* Several past occurrences</li> <li>* Variety of events including snow and ice</li> <li>* Can affect all jurisdictions</li> </ul>                                                                         |
| <b>Extreme Heat/Drought</b>   | <ul style="list-style-type: none"> <li>* Review of past disaster damage</li> <li>* Public input</li> <li>* Review of Palmer Drought Severity Index</li> </ul>                                                                | <ul style="list-style-type: none"> <li>* Losses have occurred in past</li> <li>* Large impact of agriculture on the region</li> </ul>                                                                                                            |
| <b>Dam Failure</b>            | <ul style="list-style-type: none"> <li>* Review of high risk dams in the Purchase region</li> <li>* US Army Corps of Engineers input</li> </ul>                                                                              | <ul style="list-style-type: none"> <li>* Potential for flooding</li> <li>* Number of high risk dams in region</li> </ul>                                                                                                                         |
| <b>Wildfire</b>               | <ul style="list-style-type: none"> <li>* Review of KY State Mitigation Plan</li> <li>* Public input</li> </ul>                                                                                                               | <ul style="list-style-type: none"> <li>* Potential for loss at wildland/urban interface</li> <li>* Increased fuel supply due to ice storm damage</li> </ul>                                                                                      |



[illegible]

## Appendix C – McCracken County EOC Organization Chart

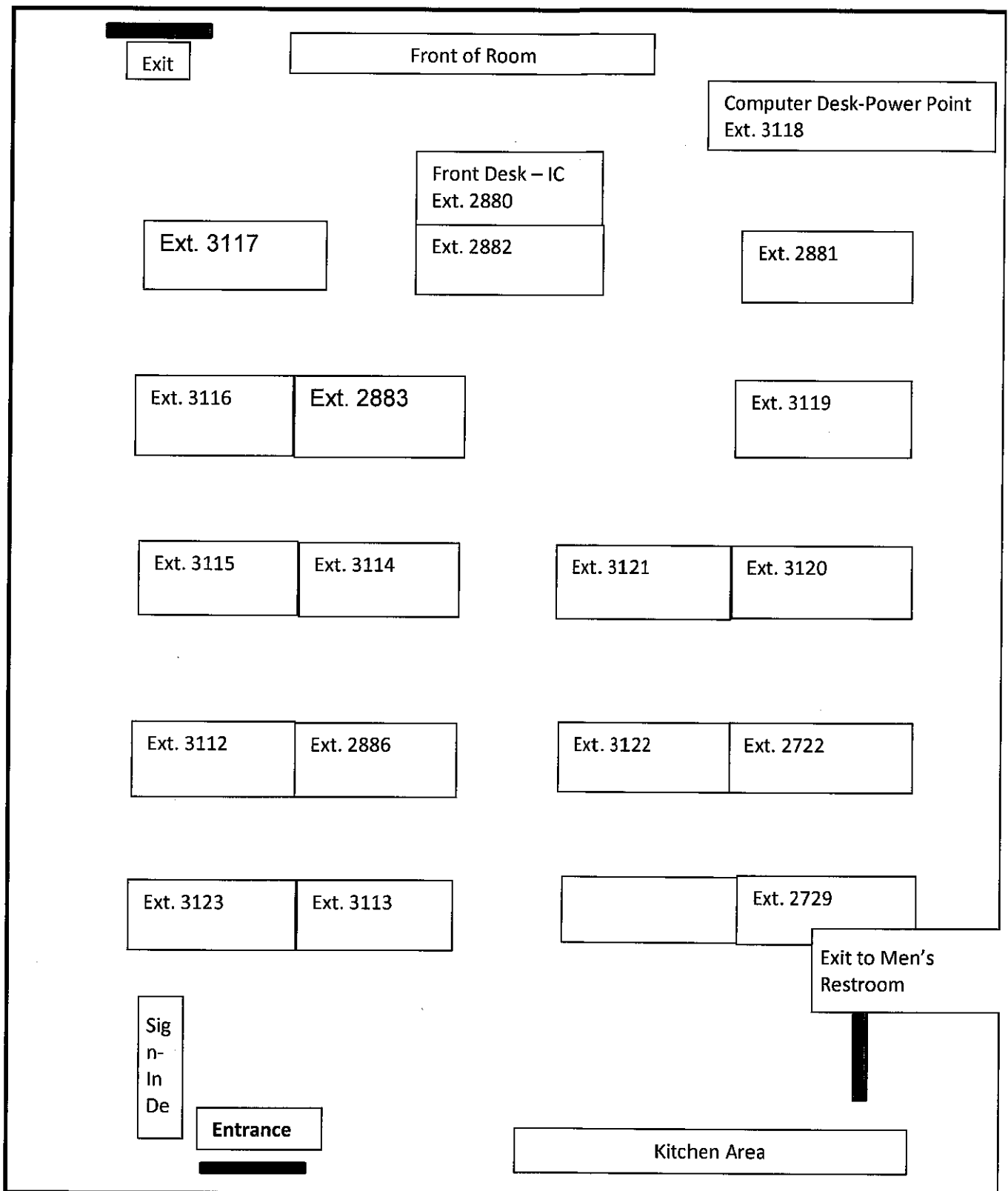


Revised 04/10/19

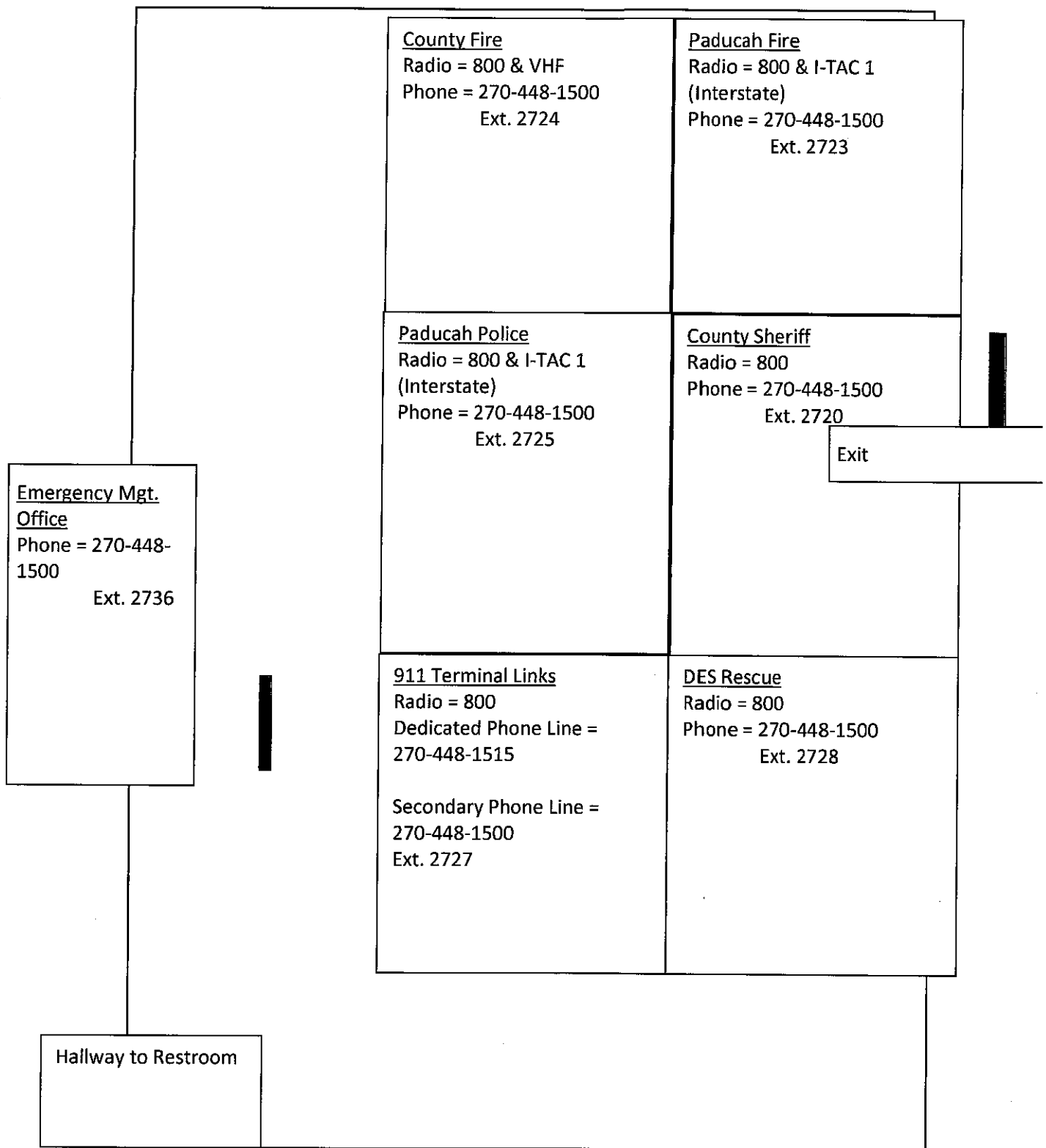
| <u>McCracken County EOC Position</u>                  | <u>First Name</u> | <u>Last Name</u> |
|-------------------------------------------------------|-------------------|------------------|
| ESF #1 – Transportation                               | Randy             | Williams         |
| ESF #2 – Communications and Alerting                  | Robyn             | Hood             |
| ESF #3 – Public Works and Engineering                 | Rick              | Murphy           |
| ESF #4 – Firefighting                                 | Bob               | McGowan          |
| ESF #4 – Firefighting                                 | Ronnie            | Rathman          |
| ESF #5 – Emergency Management                         | Steve             | Kyle             |
| ESF #6 – Mass Care and Sheltering                     | Tiffany           | Gartley          |
| ESF #7 – Logistics Management and Resource Support    | Jerry             | Hawes            |
| ESF #8 – Public Health and Medical Services           | Kent              | Koster           |
| ESF #9 – Search and Rescue                            | Mike              | Ward             |
| ESF #10 – Oil and Hazardous Materials Response        | Matt              | Tinsley          |
| ESF #11 – Agriculture and Natural Resources           | Samantha          | Anderson         |
| ESF #12 – Energy and Infrastructure                   | Tom               | Barron           |
| ESF #13 – Law Enforcement, Public Safety and Security | Matt              | Carter           |
| ESF #13 – Law Enforcement, Public Safety and Security | Brian             | Laird            |
| ESF #14 – Community Recovery                          | Joy               | Cook             |
| ESF #15 – Public Information                          | Jerome            | Mansfield        |
| McCracken County Emergency Public Information Officer | Jerome            | Mansfield        |
| Paducah Public Information Officer                    | Pam               | Spencer          |
| EOC Manager                                           | Jerome            | Mansfield        |
| Assistant EOC Manager                                 | Edward            | Duff II          |
| EOC Liaison Officer                                   | April             | Tilford          |
| EOC Safety Officer                                    | Holly             | Edging           |
| EOC Security Officer                                  | Ryan              | Norman           |
| Military Support Liaison Officer                      | Michael           | Paul             |
| Administrative Support - Emergency Management         | April             | Watson           |
| Administrative Support - Clerical Services            | Michelle          | Hurst            |
| Administrative Support – General                      | Vicky             | Potts            |
| GIS Support Coordinator                               | Stephen           | Chino            |
| Operations Section Manager                            | Edward            | Duff II          |
| Planning Section Manager                              | April             | Watson           |
| Logistics Section Manager                             | Michael           | Paul             |
| Finance and Administrative Section Manager            | Pam               | Thompson         |

Revised 07/01/20

**Appendix D –McCracken Co. EOC Main Room Layout and Phone Extension Chart**  
Main Phone Line: 270-448-1500



## Appendix E – McCracken County EOC Communications Room Layout



## **Appendix F – Emergency Support Function (ESF) Coordinator Descriptions**

The ESF coordinator is the entity with management oversight for that particular ESF. The coordinator has ongoing responsibilities throughout the preparedness, response, and recovery phases of incident management. The role of the ESF coordinator is carried out through a “unified command” approach as agreed upon collectively by the designated primary agencies and, as appropriate, support agencies. Responsibilities of the ESF coordinator include:

- Coordination before, during, and after an incident, including pre-incident planning and coordination;
- Maintaining ongoing contact with ESF primary and support agencies;
- Conducting periodic ESF meetings and conference calls;
- Coordinating efforts with corresponding private-sector organizations;
- Coordinating ESF activities relating to catastrophic incident planning and critical infrastructure preparedness, as appropriate.

| <b>EMERGENCY SUPPORT FUNCTIONS</b> |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>#</b>                           | <b>FUNCTION</b>                           | <b>DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 1                                  | <b>Transportation</b>                     | Coordinates and organizes transportation resources for local and county agencies in preparing for, responding to and recovering from disaster and emergency incidents.                                                                                                                                                                                                                                                                                                                                                |
| 2                                  | <b>Communications and Alerting</b>        | Maintains a reliable communications capability for alert and notification instructions from key officials and communicates with local and state agencies in an incident.                                                                                                                                                                                                                                                                                                                                              |
| 3                                  | <b>Public Works and Engineering</b>       | Coordinates the overall response to a major failure of infrastructure due to natural or man-made incidents.                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4                                  | <b>Firefighting</b>                       | Provides for the protection of life and property and to minimize actual or potential fire damage resulting from an incident, and to assist in rescue operations.                                                                                                                                                                                                                                                                                                                                                      |
| 5                                  | <b>Emergency Management</b>               | Provides staff, facilities and procedures for the coordination of local, state, federal and private response agencies during an impending or existing incident; and to assist in formulating policy, establishing priorities, gathering and analyzing information, monitoring the execution of plans, and directing response and recovery operations as necessary.                                                                                                                                                    |
| 6                                  | <b>Mass Care and Sheltering</b>           | Provides staff, facilities and procedures for the coordination of local, state, federal and private care and sheltering agencies during an impending or existing emergency or disaster; assists in formulating policy, establishing priorities, gathering and analyzing information, monitoring the execution of plans, and directing response and recovery operations as necessary as they relate to the care and sheltering of evacuees.                                                                            |
| 7                                  | <b>Resource Support</b>                   | Provides resource support consisting of emergency relief supplies, telecommunications, transportation services, security services and personnel to support immediate response activities.                                                                                                                                                                                                                                                                                                                             |
| 8                                  | <b>Public Health and Medical Services</b> | Coordinates and directs health care activities within the county; provides emergency care and treatment of casualties resulting from an incident, including CBRNE incidents that could occur during a war or terroristic attack; helps continue provision of routine emergency and medical care for the general population; provides emergency public health services that will prevent and/or mitigate the spread of infectious diseases; provides mental health services for both victims and emergency responders. |
| 9                                  | <b>Search and Rescue</b>                  | Provides an organizational structure and guidance for search and rescue, by means of ground, marine, or air activity, of any person who becomes lost, injured, stranded, trapped or has died, including searches for lost persons, downed or missing aircraft, structural explosions or transportation accidents, and natural or man-made incidents, where search and rescue is an integral part of the overall operations.                                                                                           |

|    |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10 | <b>Oil and Hazardous Materials</b>       | Protects human health and the environment from releases of oil and hazardous materials.                                                                                                                                                                                                                                                                                                                                                                                   |
| 11 | <b>Agriculture and Natural Resources</b> | Ensures the safety and security of the county's agricultural market (crop, livestock production, transportation and processing) and ensures that animal and veterinary issues in natural disasters are supported; provides guidance for dealing with animals impacted by disaster or disease.                                                                                                                                                                             |
| 12 | <b>Energy and Infrastructure</b>         | Coordinates with the private sector for the emergency repair and restoration of critical public energy utilities (i.e. gas, electricity, etc); coordinates the rationing and distribution of emergency power and fuel, as necessary.                                                                                                                                                                                                                                      |
| 13 | <b>Law Enforcement and Security</b>      | Maintains law and order, protects life and property, undertakes traffic control, provides law enforcement support to other law enforcement agencies, guard's essential facilities and supplies, and coordinates law enforcement mutual aid.                                                                                                                                                                                                                               |
| 14 | <b>Community Recovery</b>                | Provides coordination and guidance for recovery operations to include restoration of damaged or destroyed public property, services and assistance to private citizens affected by a major incident; coordinates damage assessment activities, county/state declaration requirements and facilitate Damage Assessment Reports and Project Applications; coordinates and administers the county's Public Assistance, Individual Assistance and Hazard Mitigation programs. |
| 15 | <b>Public Information</b>                | Keeps citizens informed of the developing situation; gives instructions for protective actions in a threatened or actual incident, controls rumors and speculation, and provides recovery operations instructions.                                                                                                                                                                                                                                                        |



## **EMERGENCY SUPPORT FUNCTION #1 – TRANSPORTATION**

### **PRIMARY COORDINATOR**

ESF1 Coordinator is the-McCracken County Engineer. 270-442-9163

### **LOCAL SUPPORT**

|                                                           |              |
|-----------------------------------------------------------|--------------|
| McCracken County Judge/Executive                          | 270-444-4707 |
| Paducah Mayor and City Manager                            | 270-444-8503 |
| McCracken County Sheriff's Department                     | 270-444-4719 |
| McCracken County Emergency Management                     | 270-448-1530 |
| Paducah Independent Schools – Transportation Director     | 270-444-5600 |
| McCracken County Public Schools – Transportation Director | 270-538-4002 |
| McCracken County Road Department                          | 270-442-9163 |
| McCracken County DES Rescue Squad                         | 270-448-1530 |
| Paducah Area Transit System                               | 270-444-8700 |
| Paducah Police Department                                 | 270-444-8548 |

### **LOCAL RESOURCES**

|                                    |              |
|------------------------------------|--------------|
| McCracken County Health Department | 270-444-9625 |
| Barkley Regional Airport           | 270-744-0521 |
| Paducah and Louisville Railroad    | 270-444-4300 |

### **STATE RESOURCES**

|                                           |              |
|-------------------------------------------|--------------|
| Kentucky Division of Emergency Management | 800-255-2587 |
| Kentucky Transportation Cabinet           | 270-898-2431 |
| American Red Cross                        | 270-442-3575 |
| U.S. Coast Guard                          | 270-442-1621 |
| Kentucky National Guard                   | 800-255-2587 |

#### **I. PURPOSE**

ESF-1 will coordinate the transportation assets needed and the infrastructure essential to support emergency response and will provide recommendations on the safety of the transportation infrastructure (roadways, waterways, and airports) within the disaster area.

## **II. SITUATION AND ASSUMPTIONS**

A disaster or emergency may cause extensive damage to the McCracken County and/or surrounding counties, requiring activation of the county's transportation assets in support of coordinated response activities.

The anticipated damage to transportation infrastructure (bridges and roads) will virtually create "islands" within the disaster areas. Such conditions would effectively isolate communities within the county from one another as well as isolate counties from each other and the rest of the state. The resulting damage will seriously make movement of human and material resources to the affected areas difficult, and not allow deployment of response assets to areas that will be isolated as a result of severe transportation infrastructure damage. Most operational areas will initially only be accessible by air or waterway.

The county's transportation system is comprised of:

- Ground (roads and railroads)
- Air (commercial, military, and private airports)
- Water (navigable waterways and ports)

ESF-1 will coordinate efforts to conduct structural inspection of critical bridges and recommend safe usage of roads. Area ports will close pending damage assessment and channel inspection. Area airports will close pending damage assessment of the runways and facilities. The planning and work to restore the roadway, waterway, and airport transportation systems will begin immediately.

ESF-1 will prepare for disaster response as the planning process continues.

Movement of resources into and evacuees out of the impacted area will be predicated on and require the identification of all surviving and available methods and routes of transportation.

Damaged roads, vehicles, facilities, equipment and damaged or disrupted communications could significantly hamper emergency transportation support.

Emergency transportation support requirements will likely exceed local capabilities and outside assistance will be required.

Local and state law enforcement agencies will provide the majority of traffic control on major evacuation routes within McCracken County.

### **III. MISSION**

To coordinate and organize transportation resources for local agencies in preparing for, responding to and recovering from a disaster or emergency incident which adversely impacts the citizens of McCracken County.

### **IV. DIRECTION AND CONTROL**

Life-saving operations will be the first priority. After immediate lifesaving needs have been met, the recommended response priorities in support of life-saving operations within the first 72 hours are:

- Assessing transportation roads and bridges to determine structural safety to transport resources and victims to medical facilities in the damaged areas.

The ESF 1 Coordinator is responsible for the planning and implementation of ESF 1 activities. Transportation resources within the County are coordinated through the County Emergency Operations Center and the ESF 1 Coordinator.

The ESF 1 Coordinator shall:

- Provide and utilize resources or personnel that aid traffic control, relocation and evacuation efforts.
- Assign an airport representative to monitor restricted airspace and airport accessibility.
- Coordinate damage assessments and inspections of transportation infrastructure.
- Coordinate transportation for patients and/or medical personnel and equipment or supplies.
- Maintain a record of location and type of transportation resources stored and a running inventory at each facility.
- Coordinate restoration or replenishment of critical transportation infrastructure or resources.

## County Emergency Operations Center (EOC)

The ESF 1 Coordinator will coordinate with other agencies to provide the County Judge/Executive or Emergency Management (EM) Director with the necessary staff, facilities, and equipment for an appropriate response in emergency operations.

- The ESF 1 Coordinator will assume administrative control and responsibility to receive, evaluate, coordinate, prepare and distribute transportation responses for incidents within the County.
- Transportation for any large evacuation of local citizens or reception of citizens of another county will be coordinated with staging areas assigned.
- At the time of an incident demanding an evacuation, estimates will be made of the people with special needs requiring transportation, staging points, central pick up spots, and refueling points.
- Depending on the incident, transportation of pets or other animals may need to be coordinated.

## **V. CONCEPT OF OPERATIONS**

ESF-1 functions include but are not limited to:

- Immediately recommending the closure of all ground, water, and air transportation routes into the impacted areas until engineers and/or inspectors complete assessment, clearance, and structural evaluation of the roads and bridges for use by emergency and resource vehicles to include load limitations. Priorities for bridges and roads assessments are:
  - Interstate highways
  - Primary roads
  - Secondary roads
  - Major routes to hospitals and other critical infrastructure
- Coordination with the rail industry to assess railway damage into and within the disaster area.
- Assessment and clearance of ports and waterways for use. (Note: The U. S. Coast Guard (USCG), the Kentucky Port Authority, and

the Kentucky Environmental and Public Protection Cabinet (EPPC) will evaluate waterways and ports in anticipation of using rivers and streams to provide access.

- Assessment and structural evaluation and clearance of airport runways and facilities for use. This includes commercial and military airports to determine the use of large aircraft. (Note that access to the various transportation points of interest (land, water and air) may require using helicopters.)
- Immediately recommending the limitation and restriction of all transportation routes into and out of the stricken area(s) for emergency response use only. Likewise advising local authorities to limit the use of all roadways within the stricken area to emergency response use only.

ESF-1 will coordinate and provide transportation within the categories noted below:

Waterways:

- Coordinate the need and use of barges from the Army Corp of Engineers.
- Request the USCG to control boat traffic into the ports and surrounding waterways.
- Ground: Coordinate the need and use of long-haul trailers, buses, vans, four-wheel drive vehicles, tractors, and railroad transport (flatbeds, boxcars, etc) to transport equipment, food, supplies, and emergency workers with ESF-7 and other ESFs.

Air:

- Coordinate the need for and use of state-owned aerial assets. Assure immediate availability of aerial assets for the Governor to view the impacted counties.
- Coordinate requests for additional air transportation with emphases on the need for helicopters.
- Coordinate the need for and use of military fixed and rotary wing operations the Kentucky National Guard and with EMAC.

ESF-1 will:

- Coordinate with the other ESFs to prepare a Transportation Plan. The plan will include the strategy and timeline to provide the transportation assets that meet the needs and requirements for each operational area.
- Coordinate with the Federal Aviation Administration for airport closures and the Kentucky National Guard for military airway control.
- Coordinate with the Kentucky Port Authority for port closures.
- Coordinate with the U. S. Coast Guard for waterway controls and closures.
- Coordinate with Kentucky Transportation Cabinet (KYTC) to close roads leading into and out of the disaster areas.
- Coordinate with KYTC and the Kentucky State Police (KSP) to identify emergency routes for:
  - Diversion (routes intended to move emergency and resource vehicles around the impacted area),
  - Access (routes intended to move emergency and resource vehicles into and within the operational areas).

The emergency operations necessary for the performance of this function include but are not limited to:

### **Preparedness**

Prepare a Transportation Plan for each operational area. The Transportation Plan shall include but not be limited to:

- Road closures
- Access and diversion routes to and within the operational areas.
- Identify potential transportation entry points for operational areas.
- Identification of fuel needs and resource locations
- Transportation utilization to move resources into an operational area (land, sea, and air)
- Develop strategies for the prioritization of requested land, sea, and air resources.

- Identify and maintain a listing of potential transportation shortfalls by operational area.

Prepare a Bridge Inspection Plan to include the identification and assignment of personnel to operational areas and the coordination with state, federal, and private contractors to make up personnel shortfalls.

### **Response**

Coordinate ESFs transportation requirements.

Establish and coordination transportation priorities.

Coordinate with appropriate agencies to determine the damaged status and the operability of airports and ports.

Provide route clearance priorities to the Emergency Operations Center.

Coordinate with the Emergency Operations Center to confirm diversion and access routes.

Validate resource shortfalls and obtain necessary resources.

Activate contracts that allow for an equipment surge to meet the demands of evacuation transportation needs during an earthquake and maintaining and re-establishing transportation infrastructure that has been damaged.

Emergency Equipment Rental - Emergency equipment rental shall be accomplished in accordance with emergency purchase regulations and procedures established by the County Judge Executive, County Finance Officer and/or County Fiscal Court or City Officials. Requests for mutual aid and assistance shall be submitted in accordance with the Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement.

### **Recovery**

The objective of the Recovery Phase is to return the area to normal as soon as possible. However, this phase may extend for a lengthy time depending upon the effects of the earthquake and the resources available to cope with them. It is not unusual for this period to take more than 5 years.

Provide ESF 1 coordination and support as required for Recovery Operations.

Coordinate assistance to Local governments in the removal of debris and the restoration of transportation infrastructure as required.

Conduct internal After Action Reviews (AAR) and document lessons learned and recommendations for improvement of Emergency Operations Plans, Procedures and Guidelines.

Priority shall be given to those maintenance repairs of an urgent nature on the more heavily traveled roads and to proceed as rapidly as possible to get patching completed and the road surface restored. Roads to be repaired first by maintenance crews are those carrying the greatest volume of high-speed traffic. Repair work will follow as quickly as possible on all other roads.

## **VI. GENERAL ORGANIZATION RESPONSIBILITIES**

Operational control remains the same during emergency situations as during normal activities; however, operations may require 24-hour coverage, and a central point of overall coordination. The ESF 1 Coordinator must be prepared to assist in lengthy operations that start in response and continue through recovery and involve clean up activities and return of resources.

## **VII. REFERENCES**

- KRS 39 A-G
- National Response Plan
- National Incident Management System
- Kentucky Division of Emergency Management, State Emergency Operations Center, Standard Operating Procedures
- ESF-1 Standard Operating Procedures



## **EMERGENCY SUPPORT FUNCTION #2 – EMERGENCY COMMUNICATIONS AND ALERTING**

### **PRIMARY COORDINATOR**

ESF 2 Emergency Communications and Alerting Coordinator 270-444-8550  
is the Paducah 911director.

### **LOCAL SUPPORT**

|                                       |              |
|---------------------------------------|--------------|
| County 24-Hour Warning Point          | 270-444-8550 |
| McCracken County Judge Executive      | 270-444-4707 |
| Paducah Mayor and City Manager        | 270-444-8550 |
| McCracken County DES Rescue Squad     | 270-444-7884 |
| McCracken County Health Department    | 270-444-9625 |
| Paducah Police Department             | 270-444-8550 |
| McCracken County Sheriff's Department | 270-444-4719 |
| McCracken County Fire Departments     | 270-444-8550 |
| Paducah Fire Department               | 270-444-8550 |

### **LOCAL RESOURCE**

|                                        |              |
|----------------------------------------|--------------|
| U. S. Coast Guard                      | 270-442-1621 |
| WKYQ-FM                                | 270-534-9664 |
| WPSD-TV                                | 270-415-1900 |
| Amateur Radio Emergency Service (ARES) | 270-898-7836 |
| VOAD                                   | 800-255-2587 |

### **STATE RESOURCE**

|                                           |              |
|-------------------------------------------|--------------|
| Kentucky Division of Emergency Management | 800-255-2587 |
| Kentucky National Guard                   | 800-255-2587 |
| Kentucky State Police Post 1              | 270-856-3721 |
| National Weather Service                  | 270-744-6440 |

## **I. PURPOSE**

ESF 2 is established to coordinate the provision of communications and warning support to county, municipal and private-sector response before, during and after a disaster or emergency incident.

## **II. SCOPE**

The use and maintenance of communications systems for emergency management functions within the local government and the alerting and warning of citizens during a disaster or emergency incident.

## **III. ASSUMPTIONS**

Communications play a critical role in emergency operations, notification and warning.

A catastrophic earthquake similar to the 1812 event or other major disaster incident will cause most communication systems in the county to be inoperable.

Communications networks and facilities exist and operate throughout the county including Paducah.

Local and regional radio and television stations may be off the air due to power loss or other damaging circumstances.

Telephone systems may become overloaded, thus delaying incoming and outgoing calls, or making calls impossible due to increased use.

All available forms of dissemination of information may be required to provide timely notification to the general public and special needs populations after an earthquake.

The county EM director can issue emergency alert system (EAS) messages through the National Weather Service for broadcast on tone alert radios (TARs), and radio and television stations.

Current communications systems are capable of supporting emergency operations within the county.

In areas experiencing major emergency conditions or disaster effects, serious disruption of normal communications and overloading of communications systems is anticipated.

The ESF 2 Coordinator will coordinate communications facilities for maintaining effective communications with other agencies of local government.

Some remote communities and isolated groups of individuals may require door-to-door notification. Similarly, some areas of the county may be without communications capabilities due to the impact of an would have to be notified door-to-door.

When required, vehicles equipped with mobile public address systems may be required to supplement notification and warning to the general public.

Special care groups or persons residing in assisted living quarters, such as senior citizens' or nursing homes may require door-to-door notification.

State assistance may be necessary to procure supplemental communications equipment and/or locate available repair technicians following an emergency.

Voice and data communications over the internet may not be available for use by the EOC after an emergency.

#### **IV. MISSION**

To provide a means to support communications through coordination with appropriate federal, state, and local agencies and organizations to minimize loss of life and property in the event of a disaster or emergency incident.

#### **V. DIRECTION AND CONTROL**

The city and county's communication systems are comprised of personnel, facilities, equipment, and procedures necessary to effectively link various facilities within the overall countywide emergency management systems. The ESF 2 Coordinator is responsible for the planning and implementation of ESF 2 activities. Emergency communications resources within the County are coordinated through the McCracken County Emergency Operations Center (EOC), Paducah 911 Central Dispatch and the ESF 2 Coordinator.

#### **VI. CONCEPT OF OPERATIONS**

ESF-2 functions include but are not limited to:

- Opening communications between the McCracken County Emergency Operations Center and the State Emergency Operation Center (SEOC) and other agencies as needed.
- Coordinating with telephone carriers.
- Coordinating with amateur radio operators: Radio Amateur Civil Emergency Services (RACES) has identified members within each operational area. The RACES team will attempt to contact county EOCs using calling frequencies identified in the State Emergency Management Plan. If unable to communicate with the EOCs, then

the RACES team will attempt contact with other RACES stations within the operational area.

Coordinate with ESF-1 to provide transportation requirements for communication teams and equipment.

A RACES operator within the SEOC Warning Point may serve as the backup communication link between the County EOC and the SEOC.

### **Phases of Management**

#### **Preparedness**

Operations necessary for the performance of this function include but are not limited to:

- Analyze reports for communication infrastructure damages.
- Prepare a Communication Plan to include but not be limited to:
  - Procedures for conducting a needs assessment to determine the extent of the damage to the existing communications systems.
  - Communication support personnel
  - Pre-packaged equipment
  - Assets and frequency coordination
  - If personnel available, identify and assign to a Communications Team(s)
  - Mobilization, activation, and deployment of Communications Team(s), (based upon the above availability)
  - Response operations
  - Deployment Priorities
  - On-Scene Management
  - Agency Responsibilities
- Exercise and test the Communications Plan.
- Develop equipment and personnel requirements.
- Within the operational areas, identify and coordinate the assignment of RACES operators.
- Prepare and coordinate with ESF-1 to provide transportation requirements for communication teams and equipment.

- Identify and maintain a listing of potential communication shortfalls by operational area including sources, acquisition methods, and delivery time line.

Coordinate the testing of all communications and warning equipment to ensure workability of the equipment.

Coordinate the development of and maintain backup systems, including backup power.

Coordinate the development of Continuity of Operations Plans.

Prepare and maintain ESF 2 administrative and financial procedures as required to properly document activities of the ESF during activation in an emergency.

Maintain and monitor emergency communications with the McCracken County Emergency Operations Center and other neighboring EOCs.

### **Response**

Implement the Communications Plan.

Coordinate with ESF 1 to verify location of transportation entry points.

Ensure needed communications equipment is available.

Activate ESF 2 desk in the EOC or other command location.

Provide central point of contact for communications and warning information.

Coordinate with local and county emergency communications managers to help provide uninterrupted emergency communications connectivity to all areas involved with the response to the disaster or emergency.

### **Recovery**

Continue to coordinate information between agencies regarding recovery activities.

Provide information about damages that field units observe to the EOC or other established point of contact with the EM Director.

Check communication equipment and coordinate necessary repairs.

Provide ESF 2 coordination and support as required for Recovery Operations.

Conduct internal After Action Reviews and document lessons learned and recommendations for improvement of the McCracken County Emergency Operations Plan and its implementing procedures and guidelines.

## **VII. GENERAL ORGANIZATION RESPONSIBILITIES**

Operational control remains the same during emergency situations as during normal activities; however, operations may require 24-hour coverage, and a central point of overall coordination. The ESF 2 Coordinator must be prepared to assist in lengthy operations that start in response and continue through recovery and involve clean up activities and return of resources.

## **VIII. SPECIFIC KEY POSITION RESPONSIBILITIES**

### **Primary – ESF 2 Coordinator**

The ESF 2 Coordinator is responsible for the planning and implementation of ESF 2 activities. Emergency communications resources within McCracken County are coordinated through the county EOC and the ESF 2 Coordinator.

## **IX REFERENCES**

- KRS 39A-G
- National Response Plan
- National Incident Management System
- Kentucky State Emergency Operations Center - SOP

**EMERGENCY SUPPORT FUNCTIONS # 3 & # 12 - PUBLIC WORKS AND  
ENGINEERING WITH ENERGY AND INFRASTRUCTURE MANAGEMENT**

**PRIMARY COORDINATORS**

|                                                  |              |
|--------------------------------------------------|--------------|
| ESF 3/12 Coordinators are:                       |              |
| McCracken County Engineer                        | 270-442-9163 |
| Paducah City Engineer                            | 270-444-8511 |
| McCracken County Director of Building Inspection | 270-444-4724 |

**LOCAL SUPPORT**

|                                                       |              |
|-------------------------------------------------------|--------------|
| McCracken County Judge/Executive                      | 270-444-4707 |
| Paducah Mayor and City Manager                        | 270-444-8503 |
| McCracken County Sheriff's Department                 | 270-444-4719 |
| Paducah Police Department                             | 270-444-8548 |
| McCracken County Health Department                    | 270-444-9625 |
| McCracken County Road Department                      | 270-442-9163 |
| Paducah Engineering and Public Works (EPW) Department | 270-444-8511 |
| Paducah EPW Solid Waste                               | 270-444-8511 |
| McCracken County Fire Departments                     | 270-444-8550 |
| Paducah Power System                                  | 270-575-4000 |
| Jackson Purchase Energy Corporation                   | 270-442-7321 |
| Atmos Energy                                          | 888-286-6700 |
| Paducah Water                                         | 270-442-2746 |

**LOCAL RESOURCES**

|                                      |              |
|--------------------------------------|--------------|
| McCracken County Building Inspection | 270-444-4724 |
| Paducah Building Inspection          | 270-444-8527 |
| Paducah Fire Marshal                 | 270-444-8522 |
| McCracken County DES Rescue Squad    | 270-448-1530 |

**STATE RESOURCES**

|                                                        |              |
|--------------------------------------------------------|--------------|
| Kentucky Division of Emergency Management (KYEM)       | 800-255-2587 |
| Kentucky Department of Fish and Wildlife Resources     | 800-858-1549 |
| Kentucky Office of the State Fire Marshal              | 502-573-1702 |
| Kentucky Transportation Cabinet (KYTC) District Office | 270-898-2431 |
| Kentucky Energy and Environment Cabinet                | 800-928-2380 |
| Kentucky Cabinet for Health and Family Services        | 800-372-2973 |
| American Red Cross (ARC), Kentucky Chapters            | 270-442-3575 |
| Kentucky State Board of Education                      | 502-564-2000 |
| Kentucky National Guard                                | 270-575-7202 |
| U. S. Coast Guard                                      | 270-442-1621 |

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*(Not all agencies are listed under this section, as it would vary and be difficult to include all agencies that could be affected by the impact of a disaster. This ESF will expand/collapse as needed during an incident.)*

## **I. PURPOSE**

The Purpose of this combined Public Works & Engineering (ESF 3) and Energy (ESF 12) – Infrastructure Management, is to enhance the coordination of the response of small to medium counties to the impacts on their infrastructure systems from both natural and manmade hazards. The infrastructure systems specifically identified in this ESF are: electrical, water/wastewater, transportation, fossil fuels and debris management.

## **II. SITUATIONS AND ASSUMPTIONS**

During a disaster or emergency, county and local governments have a limited capability and an immediate requirement to provide emergency services for restitution of utilities: electrical, water/wastewater, transportation and fossil fuels. Debris management, which may become quickly overwhelming following a catastrophic incident will include emergency clearance of debris; cleaning, repairing, or construction of damaged emergency access routes; emergency restoration of critical public services and facilities; emergency demolition of damaged structures and facilities; and technical assistance and damage assessment of private utility operations.

Damage can include economic loss, injury to persons or animals in addition to the physical damage to property and buildings.

Repair and construction of roads and bridges, installation and repair of traffic control devices, and/or snow and ice removal will have to be coordinated.

As the result of a catastrophic incident the following conditions could exist within the County:

### **Electricity:**

- A. A catastrophic incident such as severe weather conditions (ice storms, heat waves, or tornadoes) may cause energy shortages by disrupting electrical transportation services, interfering with delivery through transmission lines, or by forcing higher than normal usage of energy for heating or cooling.
- B. Evacuation/relocation of the county and/or State population due to a catastrophic incident will cause a disruption of energy distribution.

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- C. Public and private utilities systems usage may be curtailed or otherwise cease to operate due to damage or other emergency conditions.
- D. Depending on the situation, rationing or conservation of electricity may be imposed to conserve Kentucky's energy resources.
- E. Public and private utility and energy organizations will perform tasks on their own authority to restore their essential services to the jurisdiction.

**Water/ Wastewater:**

- A. Clean water is necessary to sustain human life, agricultural and industrial production.
- B. Potable water may not be available due to drought, hazardous materials spills, severe weather or mechanical failure.
- C. A catastrophic incident could seriously cripple the County making potable water extremely scarce. Rationing to conserve the County's water would have to be undertaken.
- D. Public and private water usage may be curtailed or otherwise cease to operate due to damage or other emergency conditions.
- E. Receipt and distribution of bottled water may be required.
- F. Public and private wastewater and sewer systems usage may be curtailed or otherwise cease to operate due to damage or other emergency conditions.
- G. The return of untreated consumed water to the ground water supply can so contaminate this supply as to make converting back to potable water uneconomical.

**Transportation:**

- A. A catastrophic incident could block or alter normal channels of transportation in the County.
- B. Before, during and after an incident, there may be a need for transportation to move and protect life and property.

- C. Streets and major transportation routes may be obstructed with large amounts of debris and may be impassable for long periods of time. Access may be restricted to damaged areas and only accessible by air.
- D. Primary routes of transportation throughout the County will be given priority for damage assessment, debris removal, and road repairs.

**Fossil Fuel:**

- A. Disruption of fuel distribution, unexpected high usage rates, or a slowdown of fuel production may cause local fuel shortages.
- B. Other energy shortages, such as interruptions in the supply of natural gas or other petroleum fuels for automotive transportation and other industrial uses may result from extreme weather conditions, strikes, or international embargoes.
- C. Rationing to conserve the County's fuel resources may be implemented pursuant to KRS 39A.100.

**Debris Management:**

- A. Incidents of all types often result in debris that must be removed to save lives and minimize damage.
- B. Following a catastrophic incident, most roads and streets may be impassable due to debris.
- C. Severe damage may be caused to homes, businesses, public buildings, bridges, and other infrastructure, resulting in large debris fields that may be hazardous to the health and welfare of citizens in the County.
- D. The KYTC may be requested to remove debris from the State highway and road system.
- E. Private construction and industrial heavy equipment may be used for debris removal, when necessary.
- F. Storage and/or disposal of contaminated materials and/or contaminated soil will be a local task, with State and Federal support.

**III. MISSION**

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The Mission of the ESF 3/12 Coordinator, is to coordinate the overall response of the county to a major failure of public works and engineering systems, energy systems and other infrastructure due to natural or manmade incidents.

#### IV. DIRECTION AND CONTROL

The ESF 3/12 Coordinator will recommend to the ESF 7 Coordinator that county resources should be committed to the incident and then alert the appropriate personnel.

##### **Electric:**

- A. The ESF 3/12 Coordinator is the County Judge/Executive's designated representative to coordinate all county energy emergencies.
- B. During an energy emergency, the Commonwealth upon direction from the Governor's Office, may form an Energy Resource Management Board. The ESF 3/12 Coordinator will work with the state Energy Resource Management Board to develop local energy usage guidelines.
- C. The ESF 3/12 Coordinator will coordinate, in cooperation with county EOC operations and other response forces, countywide response and recovery efforts of infrastructure and energy during emergencies and following a major incident.
- D. Energy will be distributed in the following priorities:
  - 1. Critical facilities which are defined as follows by FEMA Publication 543, "Design Guide for Improving Critical Facility Safety from Flooding and High Winds: Providing Protection to People and Buildings:"

Critical facilities commonly include all public and private facilities that a community considers essential for the delivery of vital services and for the protection of the community. They usually include emergency response facilities (fire stations, police stations, rescue squads, and emergency operation centers [EOCs]), custodial facilities (jails and other detention centers, long-term care facilities, hospitals, and other health care facilities), schools, emergency shelters, utilities (water supply, wastewater treatment facilities, and power), communications facilities, and any other assets determined by the community to be of critical importance for the protection of the health and safety of the population. The adverse effects of damaged critical facilities can extend far beyond direct physical damage. Disruption of health care, fire, and

police services can impair search and rescue, emergency medical care, and even access to damaged areas.

2. Essential industry, commercial and agriculture
3. Non-essential industry and agriculture; and
4. Non-essential commercial and residential

**Water/Wastewater:**

- A. The county judge/executive may, under provisions of KRS 39A-G declare an emergency and regulate the use of potable and raw water.
- B. The Kentucky Energy and Environment Cabinet (EEC), and the Kentucky Cabinet for Health and Family Services (CHFS) have the responsibilities of insuring potable water is available for the citizens of the Commonwealth. EEC is responsible for overseeing the withdrawing and discharging of all water used in private and public water systems.
- C. CHFS is responsible for overseeing the withdrawing and discharging of water confined to an individual on private property.
- D. In the event of multi-county water quality problems, an Emergency Water Management Board may be formed to coordinate the Commonwealth's water policy.
- E. The state Emergency Water Management Board, by the power vested in the Secretary of the Environmental and Public Protection Cabinet by KRS 151.110 and KRS 151.200, can monitor and allocate water resources at the local level. The ESF 3/12 Coordinator will work with the State Board to develop water resource guidelines.

**Transportation:**

- A. The ESF 3/12 Coordinator will coordinate with the ESF 1 Coordinator to provide emergency transportation in an incident.

**Fossil Fuels:**

- A. The ESF 3/12 Coordinator will coordinate with the oil and gas industry, and other response forces, for distribution and use of fossil fuels during emergencies and following a major incident.

## **Debris Management:**

- A. The ESF 3/12 Coordinator will work with and coordinate with other county agencies to begin immediate damage assessment and debris removal from infrastructure in order to protect public health and safety.

## **V. CONCEPT OF OPERATIONS**

### **A. Phases of Management**

#### **1. Preparedness**

- a. The ESF 3/12 Coordinator will prepare and maintain a current list of infrastructure necessary for maintaining basic electrical, water/wastewater and fossil fuel delivery to the County.
- b. The ESF 3/12 Coordinator will prepare and maintain ESF administrative and financial procedures as required to properly document activities during an incident.

#### **2. Response**

- a. The ESF 3/12 Coordinator will work with Emergency Management to provide public service announcements on energy conservation, mitigation impacts and restoration forecasts.
- b. The ESF 3/12 Coordinator will:

#### **Electric:**

- a. Determine critical supply needs of priority populations (e.g. infants, elderly, and other people with special needs.)
- b. Identify and prioritize vital public facilities without power (i.e., hospitals, nursing homes) and coordinate delivery of emergency generators.
- c. Obtain information and assess electrical power damage and outages.
- d. Coordinate temporary, alternate and/or interim sources of electrical power supplies.

**Water/Wastewater:**

- a. Determine critical supply needs of priority populations (e.g. infants, elderly, and other people with special needs.)
- b. Coordinate the repair and restoration of critical facilities for water distribution, wastewater, and solid waste facilities.
- c. Coordinate with ESF 8 (Public Health) for use of Points of Distribution/Disbursing throughout the affected area for distributing emergency water supplies.

**Transportation:**

- a. Identify and assess primary transportation routes in the county.
- b. Prioritize primary routes that need immediate repair/restoration and debris removal.
- c. Identify transportation resources available for repairing and restoring primary routes and for evacuation of citizens, if needed.
- d. Coordinate available traffic control equipment and personnel.

**Fossil Fuels:**

- a. Determine critical supply needs of priority populations (e.g. infants, elderly, and other people with special needs.)
- b. Obtain information and assess oil and petroleum fuel supply damages.
- c. Identify and assess requirements to repair pipeline and fuel supply systems.
- d. Coordinate temporary, alternate and/or interim sources of oil and petroleum supplies.

**3. Recovery**

- a. Assist in damage assessment operations and relay damage assessment information to the County EOC.

**Electric:**

- a. Identify and assess requirements to repair electrical systems.
- b. Assess requirements for power restoration.

**Water/Wastewater:**

- a. Augment sanitation services by providing portable toilets or other available sanitation services to both the public and work areas, if available.

**Transportation:**

- a. Coordinate the efforts to reestablish and/or maintain transportation infrastructures that have been damaged and coordinate their repair.

**Fossil Fuels:**

- a. Assess requirements for pipeline and fuel supply restoration.
- b. Review and assess potential need for price controls.

**Debris Management:**

- a. Coordinate the stabilization of public and private structures to facilitate search and rescue and/or protect the public's health and safety.
- b. Identify and label uninhabitable/unsafe structures.
- c. Coordinate debris removal and disposal with priority given to the following:
  - 1) Primary roads serving Hospitals & Nursing Homes
  - 2) Airport and Helipad locations
  - 3) County EOC
- d. Emergency Service Locations (i.e. Fire, EMS, Rescue, etc.)
- e. Primary streets and roads
- f. Critical Utilities (power lines, substations, water and waste-water plants, and communications sites)
- g. Reception Centers and Shelters
- h. Staging areas and refueling areas
- i. School bus routes
- j. Coordinate temporary debris storage, sorting and chipping sites throughout the affected area(s) to facilitate debris management.
- k. Develop and maintain standing contracts that allow for an equipment surge to meet the demands of debris removal and disposal.

- I. Activate contracts that allow for an equipment surge to meet the demands of debris removal and disposal needs during an incident.

## **VII. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES**

The ESF 3/12 Coordinator will identify and coordinate local, state and federal agencies to restore access into the disaster area(s), provide damage assessment information and direct the rehabilitation of critical infrastructure for the County.

### **A. GENERAL ORGANIZATION RESPONSIBILITIES**

Operational control remains the same during emergency situations as during normal activities; however, operations may require 24-hour coverage, and a central point of overall coordination. The ESF 3/12 Coordinator must be prepared to assist in lengthy operations that start in response and continue through recovery and involve clean up activities and return of resources.

1. During an emergency or following a major incident, the County and local governments will take a greater role in providing and coordinating resources, equipment and personnel used to maintain or restore the County's infrastructure and energy sources.
2. As their capabilities allow, the various agencies in the County with public works capabilities will assist each other during an incident.
3. The County EOC will receive requests for emergency debris removal, prioritize those tasks, and deploy available public and private resources.

### **B. SPECIFIC KEY POSITION RESPONSIBILITIES**

#### **1. Primary - County Infrastructure Coordinator**

- a. Upon activation, report to the County EOC.
- b. Coordinate with the State ESF # 3 and ESF #12 Primary Agencies.
- c. Coordinate directly with on-scene Federal ESF #3 and ESF #12 representatives, when required.
- d. Work with the County EOC to develop strategies and priorities of response and recovery efforts to damaged areas and/or disruption of infrastructure and energy services.
- e. Coordinate countywide efforts, including outside assistance, to maintain and/or restore infrastructure usage and energy.



- f. In reference to infrastructure and energy issues, receive and assess requests for emergency aid and/or offers of emergency services from private and public agencies and make recommendations to the County EOC.
- g. Keep the County EOC informed on other current and pending emergency issues involving County infrastructure and energy sources.
- h. Develop and maintain relations with other representatives from the County, surrounding counties, municipalities, local military facilities, and private agencies supporting and servicing infrastructure and energy within the County (to include local electric, fossil fuel, telephone, water/wastewater, industry contacts, and other utilities).
- i. In coordination with support agencies and the County EOC, prioritize restoration efforts of County infrastructure.
- j. Maintain accurate logs and other records to include tracking resources, and expenses.
- k. Coordinate the development of a county debris management plan.
- l. Coordinate with representative from other County(ies), surrounding municipalities, local military facility, and private agencies supporting and service infrastructure and energy within the County (to include local electric, fossil fuel, telephone, water/wastewater, other utilities, and industry contacts) to:
  - 1) Develop and maintain a list of source, location, and availability of equipment, fuel, and operational personnel to support response/recovery operations.
  - 2) Provide for County EOC backup electrical power.
  - 3) Maintain emergency power, water and sanitation resources at vital facilities in the County during emergencies.
  - 4) Store and provide fuel for emergency vehicles.
  - 5) Prepare standard operating guidelines/ procedures to provide for infrastructure and energy functions during emergencies (e.g., roads, streets, and sewer, water, utility, and energy services).
  - 6) Establish communications with support agencies.
  - 7) Coordinate and prioritize debris management operations.
  - 8) Prearrange with sources of potable water to provide for emergency potable water requirements.
  - 9) Prearrange for emergency sanitation.
  - 10) Coordinate with industry trade groups and associations to obtain needed fuel for industrial and other emergency purposes in the event of an impending or actual shortage.

- 11) Monitor countywide infrastructure and energy maintenance and restoration efforts and periodically report your findings to the County EOC, when the EOC is activated.
- 12) Assist in damage assessment operations and relay damage assessment information to the County EOC.
- 13) If required, assign emergency response and assessment teams to impacted areas to determine possible affected areas and resources for infrastructure and energy restoration.
- 14) Conduct shelter marking and upgrading operations as required.

## **2. Support**

- a. County Emergency Management Director
  - 1) Assist all organizations supporting this ESF in the County, and the surrounding municipalities, in obtaining required outside assistance and resources, as necessary.
  - 2) Develop mutual aid agreements as required.
- b. County/Local Law Enforcement
- c. County/Local Fire Departments
- d. Supporting Agencies will ensure their representatives to ESF 3 and ESF 12 are properly trained and exercised on the plans and procedures relating to their work.

## **VI. REFERENCES**

- A. KRS 39A-G
- B. The National Response Plan
- C. The National Incident Management System
- D. Kentucky Division of Emergency Management, State Emergency Operations Center, Standard Operating Procedures

- E. ESF # 3 Standard Operating Procedures, Debris Management Annex
- F. ESF # 12 Standard Operating Procedures

## **EMERGENCY SUPPORT FUNCTION #4 – FIREFIGHTING**

### **PRIMARY COORDINATORS**

ESF 4 Coordinators are:

|                              |              |
|------------------------------|--------------|
| Paducah Fire Chief           | 270-444-8521 |
| McCracken County Fire Chiefs | 270-444-8550 |

### **LOCAL SUPPORT**

|                                       |              |
|---------------------------------------|--------------|
| Paducah Fire Department               | 270-444-8521 |
| McCracken County Fire Departments     | 270-444-8550 |
| McCracken County Emergency Management | 270-448-1530 |
| McCracken County Sheriff's Department | 270-444-4719 |
| Mercy Regional EMS                    | 270-443-6529 |
| McCracken County DES Rescue Squad     | 270-444-8550 |
| Hazmat One Regional Response Team     | 270-444-8550 |

### **LOCAL RESOURCE**

|                                  |              |
|----------------------------------|--------------|
| McCracken County Road Department | 270-442-9163 |
| Barkley Regional Airport         | 270-744-0521 |

### **STATE RESOURCE**

|                                                  |              |
|--------------------------------------------------|--------------|
| Kentucky Division of Forestry                    | 502-564-4496 |
| Kentucky State Fire Commission                   | 800-782-6823 |
| Kentucky Office of the State Fire Marshal        | 502-573-1695 |
| Kentucky Division of Emergency Management        | 800-255-2587 |
| U.S. Coast Guard                                 | 270-442-1621 |
| U.S. Forest Service                              | 800-832-1355 |
| Kentucky Department for Environmental Protection | 502-564-0323 |
| Kentucky National Guard                          | 800-255-2587 |

#### **A. PURPOSE**

To coordinate and mobilize fire and emergency services resources, personnel and equipment; and coordinate other resources to detect and suppress urban, rural, and wild land fires following an emergency or disaster.

## **B. SITUATIONS AND ASSUMPTIONS**

In the event of a catastrophic disaster such as an earthquake, coordinating and planning is essential to support local governments for fire incidents. This coordination is particularly important under conditions where fire incidents will be widespread, occurring simultaneously, and when many of the same resources will or may be utilized for search and rescue of trapped persons and control/containment of hazardous materials. In an earthquake situation, it can be expected that fires will occur due to ruptured gas lines and electrical shortages.

Fire mutual aid within the affected area may be sharply curtailed because of the disaster. The widespread regional nature of the event will affect many jurisdictions simultaneously. Broken water supply pipelines, search and rescue incidents, communication services, and lack of mobility resulting from transportation network usage will hamper local fire response and assets available to respond.

Availability of fire service personnel may be limited due to injury, personal concerns/needs or limited access to work locations.

Fire protection and rescue operations are challenges faced daily by local fire departments and rescue squads. These activities will become even more intense after a catastrophic earthquake. Such occurrences may cause need for specialized emergency firefighting, hazardous materials response, and rescue activities including provisions for extended mass care/triage operations, and extensive decontamination operations.

Some fires will be of such a magnitude that all threatened structures cannot be saved. After evaluation the situation, incident command may decide to cease firefighting efforts on one building in order to save another when the benefit of saving one building is greater than that of another, when continued efforts would likely not affect the outcome, or firefighter safety is of concern.

A catastrophic earthquake or other disaster could result in many urban, rural and wild land fires. Under the worst situation, such fires have the potential to spread rapidly, causing extensive damage and posing serious threats to life and property. Local fire services may be totally committed depending on the specific impact area.

Fire emergencies may reach such magnitudes as to require resources from adjacent local, state, federal, or private organizations, through local mutual aid agreements.

Local fire services may become involved in operations that do not directly involve fires and may be utilized to augment emergency services personnel during a catastrophic earthquake.

When local resources do not exist or are depleted, outside assistance may be made available through other local, State, and Federal governments, but may not arrive on scene for many hours.

**C. MISSION**

To provide for the protection of life and property and to minimize actual or potential fire damage resulting from a catastrophic event and to assist in rescue operations.

**D. DIRECTION AND CONTROL**

In any emergency the primary consideration is saving lives. A major effort will be needed to fight fires.

The ESF 4 Coordinator is responsible for managing and coordinating firefighting activities, including the detection and suppression of fires and coordinating personnel, equipment and supplies in support of firefighting operations.

All requests for assistance, such as assisting with public warning and/or decontamination of contaminated persons by a fire department, within or outside of the county, will be made through the ESF 4 Coordinator, or if applicable, through the County EOC when either is activated.

**E. CONCEPT OF OPERATIONS**

The ESF 4 Coordinator manages and coordinates firefighting activities by mobilizing firefighting resources in wild land, rural and urban firefighting agencies. ESF #4 uses established firefighting and support organizations, processes, and procedures. The responsibility for situation assessment and determination of resources needed lies primarily with the IC and are managed under ICS.

**PHASES OF MANAGEMENT**

The emergency operations necessary for the performance of the fire protection mission, ESF #4 functions include but are not limited to:

## **Preparedness**

Review and update disaster procedures as they relate to ESF #4 activities.

Prepare and maintain current list of personnel, equipment and their locations needed to carry out responsibilities as assigned.

Develop Continuity of Operations Plans to ensure uninterrupted operations during an incident.

Prepare and maintain ESF administrative and financial procedures as required to properly document activities during activations.

Develop and maintain Memorandums of Agreements (MOAs) that allow for an equipment surge to meet the demands of fire suppression.

ESF #4 will:

Coordinate with ESF #1 to provide transportation requirements for firefighting support teams and equipment.

Coordinate with ESF #7 to support ESF #4 shortfalls.

Identify alternative water sources that could be used in a catastrophic earthquake. Water can be obtained from sources such as dry-hydrants, ponds, lakes, or rivers.

Coordinate communication requirements with ESF #2

Coordinate a strategy and timelines to provide fire services assets to support the operational areas:

- Supporting personnel to support aerial reconnaissance to assess damage to critical facilities,
- Pre-packaged equipment to include type, and
- Equipment and personnel shortfalls including sources and delivery timeline

## **Response**

Coordinate area assessment for potential fire hazards in the area.

Activate communication systems.

Request transportation support from ESF #1

Coordinate with ESF #7 to provide heavy equipment to suppress wildfire.

Coordinate heavy equipment to assist in opening access routes by removing debris.

Coordinate logistics support for mobilizing resources for firefighting.

Coordinate requests for firefighting mutual aid assistance from local municipalities and other counties, and direct them to the disaster site staging area.

When the EOC is activated coordinate firefighting and fire department rescue operations in the EOC, and provide the EOC with timely operational updates and incident reports, as appropriate.

### **Recovery**

Provide coordination and support as required for recovery operations.

Coordinate assistance to local and county governments in the removal of fire hazards from the impacted area.

Conduct internal After Action Reviews and document lessons learned and recommendations for improvement of Emergency Operations Plans, Procedures and Guidelines.

## **F. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES**

The ESF 4 Coordinator will identify and coordinate local, state and federal agencies for fire suppression and control, and immediate life safety services, as delivered by fire service agencies. Other related functions such as rescue and hazardous materials response that may involve fire service personnel and resources may require outside assistance.

### **GENERAL ORGANIZATION RESPONSIBILITIES**

Operational control remains the same during emergency situations as during normal activities; however, operations may require 24-hour coverage, and a central point of overall coordination. The ESF 4 Coordinator must be prepared to assist in lengthy operations that start in response and continue through recovery and involve clean up activities and return of resources.



During or following a catastrophic earthquake, the county and local governments will take a greater role in providing and coordinating resources, equipment and personnel used to maintain or restore the county's firefighting capabilities.

As their capabilities allow, the various agencies in the county with firefighting capabilities will assist each other during/after a catastrophic earthquake.

The County EOC will receive requests, prioritize those tasks, and deploy available.

Determine procedures for ensuring effective radio communication with all responding fire service units.

Coordinate with ESF #2 on communications requirements for earthquake response.

Participate in the annual update of ESF #4 Operations Plan.

Develop plans to transport resources by air, water and land.

Coordinate with ESF #1 to identify transportation requirements to support ESF #4.

#### **G. REFERENCES**

KRS 39A-G

The National Response Plan

The National Incident Management System

Kentucky Division of Emergency Management, State Emergency Operations Center, Standard Operating Procedures

ESF 4 Standard Operating Procedures

## **EMERGENCY SUPPORT FUNCTION # 5 - EMERGENCY MANAGEMENT**

### **PRIMARY COORDINATOR**

ESF 5 Coordinator is the McCracken County  
Emergency Management Director 270-448-1530

### **LOCAL SUPPORT**

McCracken County Office of Emergency Management 270-448-1530

### **STATE RESOURCE**

Kentucky Division of Emergency Management 800-255-2587  
McCracken County Emergency Management 270-448-1530

## **I. PURPOSE**

The purpose of this document is to establish the basic roles and responsibilities for Emergency Support Function # 5 – Emergency Management (ESF # 5).

## **II. ASSUMPTIONS**

- A. In the event of an incident in the County, affected local communities will require support and assistance in mitigation, response and recovery efforts. Agencies of county government, along with private relief agencies, will provide support to restore essential services.
- B. In the event of a threatened, or actual, usage of weapons of mass destruction, state and local government must perform the missions of warning, evacuating, sheltering, protecting from the threat, treating the injured, returning evacuees, restoring essential services and rehabilitating property.

## **III. MISSION**

The Mission of ESF # 5 is to provide staff, facilities and procedures for the coordination of local, state, federal and private response agencies during an impending or existing incident; and to assist in formulating policy, establishing priorities, gathering and analyzing information, monitoring the execution of plans, and directing response and recovery operations as necessary.

#### **IV. DIRECTION AND CONTROL**

- A. The County Judge Executive is responsible for overall coordination of county government operations and volunteer relief organizations. The EM Director will ensure a timely, coordinated emergency response to any incident within the County.
- B. Each agency involved in emergency/disaster response will appoint an ESF Coordinator to coordinate emergency activities of their respective agencies with the County EOC.

#### **V. CONCEPT OF OPERATIONS**

Before, during or after an incident, ESF 5 is activated at the McCracken County Emergency Operations Center (EOC).

ESF 5 serves as the single point of coordination between local agencies/jurisdictions, EOC operations, and (when needed) Kentucky Division of Emergency Management (KyEM).

ESF 5 coordinates assets to support local jurisdictions in need of supplemental emergency or disaster assistance.

The County EOC, staffed by ESF 5 and other ESFs as required, coordinates operations and provides situation reports, as needed.

During recovery operations, the County Emergency Management Office will coordinate with state/federal operations if needed.

##### **A. Phases of Management**

- 1. Preparedness
  - a. Prepare and maintain current list of personnel, equipment and their locations needed to carry out responsibilities as assigned under ESF # 5.
  - b. Develop Continuity of Operations Plans for ESF # 5 to ensure uninterrupted operations during disasters.
  - c. Prepare and maintain ESF administrative and financial procedures as required to properly document activities of the ESF during activations.

- d. Maintain a trained staff to fulfill tasks associated with ESF 5 operations.
- e. Maintain and update needed computer data and programs, including GIS, maps, critical facility information, evacuation studies, demographics and critical county data.
- f. Develop/maintain Memorandums of Understanding (MOUs) and mutual aid agreements.
- g. Exercise and train staff, agencies and other private organizations to support local/county emergency operations.
- h. Prepare staff and other county/local agencies to coordinate support to emergency operations.
- i. Update County Hazard Analysis.

## 2. Response

- a. Activate ESF # 5 through the County Emergency Operations Center.
- b. Coordinate with County/local governments on emergency response activities.
- c. Activate County EOC and staff ESFs as necessary.
- e. Collect, verify, analyze and disseminate incident information as needed.
- f. Continue to coordinate with key personnel in the field to determine the extent and location of damage to people and property.
- g. Coordinate/monitor/oversee public information activities.
- h. Establish and maintain contact with local governments.
- i. Facilitate planning meetings to develop Incident Action Plans, and Situation Reports as appropriate.
- j. Receives and processes requests from local jurisdictions for specific state and federal emergency and disaster related assets and services.
- k. Conduct regular briefings for County EOC staff.

- l. Disseminate situation reports and develop resource plans for the duration of the event.
  - m. Maintain current status report of all assets deployed.
  - n. Initiate recovery activities with appropriate agencies.
- 3. Recovery
  - a. Collect and process information concerning recovery activities while the response phase of the disaster is on-going.
  - b. Deploy appropriate ESF assets in support of recovery operations. Recovery planning under ESF 5 will address the following:
    - Building inspection requirements and priorities
    - Emergency and temporary housing issues
    - Business impacts (direct and indirect)
    - Debris management
    - Route clearance
  - c. Coordinate with the local and county officials on short-term and long-term recovery operations and recovery planning.
  - d. Develop resource plans and situation reports as appropriate.
  - e. Coordinate with state and federal assets to support local jurisdictions in need of supplemental emergency or disaster assistance.
  - f. Track reimbursement expenses.
  - g. Disseminate recovery information, plans and reports to County EOC.
  - h. Conduct after-action critique of the overall response and recovery efforts and document lessons learned and recommendations for improvement of Emergency Operations Plans, Procedures and Guidelines.

## **VII. GENERAL ORGANIZATION RESPONSIBILITIES**

Operational control remains the same during emergency situations as during normal activities; however, operations may require 24-hour coverage, and a central point of overall coordination. The ESF 5 Coordinator must be prepared to assist in lengthy

operations that start in response and continue through recovery and involve clean up activities and return of resources.

### **SPECIFIC KEY POSITION RESPONSIBILITIES**

#### **A. Primary – ESF 5 Coordinator:**

1. The McCracken County Emergency Management is responsible for coordination of ESF # 5 – Emergency Management in the County.
2. When two or more agencies respond to an incident, the Unified Command System shall coordinate the response operations of the agencies involved.
3. Local authorities should contact the KyEM Area Manager when state assistance is required to cope with an incident.
4. If the Area Manager cannot be reached, the KyEM Duty Officer is available twenty-four hours a day to relay requests for assistance and to coordinate state response.
5. Provide training and exercise programs/support to the county/local agencies and other private organizations to support emergency management activities.
6. Identify deficiencies in plans and determine appropriate corrective action recommendations.
7. Coordinate local/county emergency planning efforts.
8. Coordinate, maintain and/or support county emergency communication activities.
9. Coordinate and implement the priorities of the Chief Elected Official/EM Director in local emergency response operations.

#### **B. Support**

|                                           |              |
|-------------------------------------------|--------------|
| American Red Cross                        | 270-442-3575 |
| Kentucky National Guard                   | 270-575-7035 |
| Kentucky Division of Emergency Management | 800-255-2587 |
| McCracken County Treasurer                | 270-444-4725 |
| Paducah Finance Director                  | 270-444-8684 |
| Salvation Army                            | 270-442-2198 |

**VII. ADMINISTRATIVE SUPPORT**

See the Basic Plan.

**VIII. REFERENCES**

- A. KRS 39A-F
- B. The National Response Plan
- C. The National Incident Management System
- D. Kentucky Division of Emergency Management, State Emergency Operations Center, Standard Operating Procedures
- E. ESF # 5 Standard Operating Procedures

## **EMERGENCY SUPPORT FUNCTION # 6 - MASS CARE AND SHELTERING**

### **PRIMARY COORDINATOR**

ESF 6 is the McCracken County Emergency Management director. 270-448-1530

### **SUPPORT**

|                                       |              |
|---------------------------------------|--------------|
| McCracken County Emergency Management | 270-994-0353 |
| McCracken County Health Department    | 270-444-9625 |
| American Red Cross                    | 270-442-3575 |
| Salvation Army                        | 270-443-8231 |

### **LOCAL RESOURCE**

|                                            |              |
|--------------------------------------------|--------------|
| McCracken County Fire Departments          | 270-444-8550 |
| Paducah Fire Department                    | 270-444-8550 |
| McCracken County Road Department           | 270-442-9163 |
| Paducah Engineering and Public Works (EPW) | 270-444-8567 |

## **I. PURPOSE**

The purpose of this ESF 6 is to promote and ensure a coordinated capability to provide mass care assistance to victims that have been impacted by a catastrophic event.

## **II. SITUATIONS AND ASSUMPTIONS**

- A. A catastrophic event may result in evacuations that will cause a demand for congregate/mass care facilities.
- B. Congregate/Mass Care facilities, at a minimum, must have capability of providing space for sleeping and feeding.
- C. Congregate/Mass Care facilities will provide protection only from normal weather conditions. These facilities do not necessarily provide protection from severe weather, toxic gases, radioactive fallout, or other life-threatening forms. Some facilities, however, do provide severe weather or radioactive fallout protection.
- D. Responsibility for hosting and evacuating military personnel is vested in the Department of Defense. Military installations will not be used for hosting civilian evacuees.



- E. After an event there will be populations requiring special attention; these include the elderly, the handicapped, persons living in residential hotels, and the homeless.
- F. Mass care facilities will receive priority consideration for structural inspections to ensure safety of occupants.
- G. After a catastrophic event, it is anticipated that federal assistance will be forthcoming to support mass care operations, including assistance from the National Capitol Chapter of the ARC, and the federal government under the auspices of the NRF and the Stafford Act.
- H. The restoration of basic infrastructure (e.g., communications, roads, transportation services, and electricity) may take days, weeks, even months. Ongoing assistance under ESF 6 may be required as the response stage transitions to the recovery stage.
- I. Some percentage of the sheltered population may require shelter for an extended period of time.
- J. Individuals will be anxious to identify the location and health/condition of friends, family, and loved ones. The makeup of the dislocated will likely be friends, family, and loved ones. The makeup of the dislocated will likely be diverse and will require attention to cultural, ethnic, language, and other related needs.

### **III. MISSION**

To provide staff, facilities and procedures for the coordination of state, local, federal and private care and sheltering agencies after a catastrophic event; and to assist the Governor in formulating policy, establishing priorities, gathering and analyzing information, monitoring the execution of plans, and directing response and recovery operations as necessary as they relate to the care and sheltering of evacuees.

### **IV. DIRECTION AND CONTROL**

- A. The ESF 6 Coordinator is responsible for the coordination and organization of congregate/mass care services for the County.
- B. The EM Director will be responsible for identifying the actual shelter to be used in those counties.
- C. Initial response activities will focus on meeting urgent needs of disaster victims on a mass care basis. Initial recovery efforts may commence as response

activities are taking place. As recovery operations are introduced, close coordination will be required between those organizations responsible for recovery operations and voluntary organizations, such as the American Red Cross (ARC) and other national voluntary organizations, local church and civic groups, and other entities providing recovery assistance, including federal government agencies.

- D. ESF 6 will be used in transitioning from basic mass care services to longer-term recovery services.

## **V. CONCEPT OF OPERATIONS**

The ESF 6 Coordinator manages and coordinates mass care and sheltering activities.

The American Red Cross and the Federal Emergency Management Agency (FEMA) have worked together to develop the National Shelter System (NSS). Under auspices of the National Response Plan, the American Red Cross is responsible for supporting Emergency Support Function #6 - Mass Care, Housing and Human Services, with an emphasis on mass care. McCracken County Emergency Management will serve as the lead agency for sheltering and mass care.

The goal of the NSS is to be able to identify the location, managing agency, capacity, current population, and other relevant information for all shelters being run in response to incidents. This information will help the Red Cross, FEMA, state and local emergency management, and NGOs develop strategies to ensure prompt and effective mass care service delivery as well as serve as a planning tool before disaster strikes.

The reception and care system can be divided into seven parts:

- Identification and registration of evacuees or relocatees
- Assignment to shelter
- Provision of necessary food, clothing and medical services
- Procedures for return of evacuees to their homes
- Procedures for evacuees who cannot return due to the destruction of their homes or environmental contamination of the house/area
- Reuniting of separated families
- Management of donated goods.

## **A. Phases of Management**

### **1. Preparedness**

- a. Develop reception and care operating procedures.
- b. Develop system of providing reception and care services.
- c. Ensure that necessary forms are available.
- d. Carry out a training program.
- e. Ensure all personnel concerned are familiar with their responsibilities.
- f. Take part in tests and exercises
- g. Maintain current list of personnel, equipment and their locations needed to carry out responsibilities as assigned under ESF # 6.
- h. Develop Continuity of Operations Plans for ESF # 6 to ensure uninterrupted operations during disasters.
- i. Prepare and maintain ESF administrative and financial procedures as required to properly document activities of the ESF during activations.

### **2. Response**

- a. Begin processing and sheltering of evacuees.
- b. Open and staff congregate care facilities.
- c. Shelters have been designated as follows:
  - (1) Paducah First Baptist Church
  - (2) Lone Oak First Baptist Church
  - (3) Heartland Church
  - (4) Gospel Mission Church
  - (5) City of Paducah Recreation Center
- d. Meet personnel needs of the evacuees.
- e. Ensure proper documentation of all activities.

### **3. Recovery**

- a. Provide ESF # 6 coordination and support as required for Recovery Operations.
- b. Conduct internal After Action Reviews and document lessons learned and recommendations for improvement of Emergency Operations Plans, Procedures and Guidelines. Carry out lifesaving or damage limiting operations
- c. Upon being advised that an order to end recovery operations may be forthcoming prepare to discontinue operations.
- d. Upon the end of recovery operations, survey the organization for cost of preparing for and conducting operations.
- e. Critique operations for updating plan and standard operating procedures.
- f. Upon instructions from KyEM Director, or representative, revert to Preparedness or Response Phase.

## **VII. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES**

The ESF 6 Coordinator will identify and coordinate local, state and federal agencies for coordination and organization of congregate/mass care services. Other related functions and resources may require outside assistance.

### **A. GENERAL ORGANIZATIONAL RESPONSIBILITIES**

Operational control remains the same during emergency situations as during normal activities; however, operations may require 24-hour coverage, and a central point of overall coordination. The ESF 6 Coordinator must be prepared to assist in lengthy operations that start in response and continue through recovery and involve clean up activities and return of resources.

### **B. SPECIFIC KEY POSITION RESPONSIBILITIES**

#### **1. Primary –**

Specific duties of ESF # 6 are:

- a) Lodging. Insure by use of registration, that the distribution of evacuees is within the capability of the hosting area and/or facility. Lodging facilities are identified in the local county EOP. This plan also identifies those shelters suitable for handicapped people. In addition, areas suitable for camping are identified.
  - b) Feeding. Institute a mass feeding program for use in the host counties in cooperation with local Non-governmental organizations as well as coordinating with ESF # 11.
  - c) Clothing. Establish a method of distribution of clothing and linen for use by evacuees in need of these items and establish criteria for determining this need.
  - d) Registration. Insure all people who need shelter are registered and assigned to a shelter and that this information is kept available to locate missing family members.
  - e) Medical. In cooperation with the medical delivery organizations and local EM/DES organizations, develop procedures for the care of hospitalized patients and others needing special medical attention. Promulgate measures to be taken to prevent the spread of disease in shelters and the distribution of drugs to shelters.
  - f) Mental Health. Undertake a program by which service can be provided to persons unable to adjust to strain imposed by the evacuation. Also provide assistance to emergency workers who have been separated from their families during an evacuation.
  - g) Fiscal Responsibility. Develop a record keeping procedure compatible with the Finance and Administration Cabinet's to insure reimbursement for all materials and services used for those directly placed in housing by:
- 2) Reuniting of Families
  - 3) ESF # 6, in cooperation with ARC, will undertake to reunite families that have been separated by: checking registration in all of the shelters; news media releases through KyEM; and referrals to their relatives and friends.

ESF # 6, in coordination with FEMA, may provide for money or vendor payments to qualified individuals; under the provision of the emergency assistance program for families with children, as necessary, to avoid destitution resulting from unforeseen crisis situations, including natural

disasters. Assistance may include food, clothing, shelter, utilities and/or heating fuel, home repairs, furnishings, transportation, or childcare. Assistance is limited to that required to meet the emergency and may be furnished during any one thirty-day period within any twelve consecutive months.

## **2. Support Agencies**

|      |              |
|------|--------------|
| VOAD | 800-255-2587 |
| KYEM | 800-255-2587 |

## **VI. ADMINISTRATIVE SUPPORT**

|                                  |              |
|----------------------------------|--------------|
| McCracken County Treasurer       | 270-444-4725 |
| Paducah City Director of Finance | 270-444-8684 |

## **VII. REFERENCES**

KRS 39A-F

The National Response Plan

The National Incident Management System

Kentucky Division of Emergency Management, State Emergency Operations Center, Standard Operating Procedures

ESF # 6 Standard Operating Procedures

## **EMERGENCY SUPPORT FUNCTION # 7 – RESOURCE SUPPORT**

### **PRIMARY COORDINATOR**

ESF 7 Coordinator is the Emergency Management  
Resource Support Coordinator.

270-448-1530

### **LOCAL SUPPORT**

|                                            |              |
|--------------------------------------------|--------------|
| McCracken County Judge Executive           | 270-444-4707 |
| Paducah Mayor and City Manager             | 270-444-8503 |
| McCracken County Road Department           | 270-442-9163 |
| Paducah Engineering and Public Works (EPW) | 270-444-8511 |
| McCracken County Health Department         | 270-444-9625 |
| McCracken County Sheriff's Department      | 270-444-4719 |
| Paducah Police Department                  | 270-444-8548 |

### **LOCAL RESOURCE**

|                                                    |              |
|----------------------------------------------------|--------------|
| McCracken County Finance Officer                   | 270-444-4725 |
| McCracken County Public Schools Board of Education | 270-538-4000 |
| Paducah Independent Schools Board of Education     | 270-444-5600 |
| American Red Cross                                 | 270-442-3575 |

### **STATE RESOURCE**

|                                           |              |
|-------------------------------------------|--------------|
| Kentucky Division of Emergency Management | 800-255-2587 |
| Kentucky Transportation Cabinet           | 270-898-2431 |
| US Army Corps of Engineers                | 703-428-6572 |
| Kentucky National Guard                   | 800-255-2587 |

*(Not all agencies are listed under this section, as it would vary and be difficult to include all agencies that could be affected by the impact of a disaster. This ESF will expand/collapse as needed during an incident.)*

## **I. PURPOSE**

The purpose of this document is to establish the basic roles, assign responsibilities, and provide logistical and resource support following an incident, for Emergency Support Function 7 – Resource Support (ESF 7). Ref: FEMA 501-4 Resource Management

## **II. SITUATIONS AND ASSUMPTIONS**

- A. The County is responsible for identifying, procuring, distributing, sustaining, coordinating, and tracking resources, to include certain capabilities and skills, necessary to cope with hazards posing a threat to the County.
- B. The County is vulnerable to a wide range of natural and manmade events that will quickly deplete the resources of local response agencies and require the mobilization, staging, deployment and demobilization of emergency resources from state, federal, non-governmental and/or private sources.
- C. The County's support of the response to the incident may be severely impacted (loss of transportation, loss of communications, loss of resources, etc.). The County will endeavor to make every reasonable effort to respond based on the situation, information, and resources available at the time of the incident.
- D. County events that do not require direct State assistance with emergency resource management, but require resources above and beyond standard agency to agency mutual aid agreements will be supported in accordance with the guidance as established in the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement.
- E. During a catastrophic incident, the County Judge Executive/Mayor(s) may determine that it is necessary to control the production, distribution, allocation, conservation and use of the basic resources (human resources, goods, services and related facilities) which are available to the county and/or city by authority of KRS39A.100 (2) a-e, specifically d & e.
- F. The Governor has the authority to prohibit or limit the sale or consumption of goods or commodities for the duration of the incident, through the provisions of KRS 39A.100 (1) (h).
- G. Fundamental resources such as water, food, first aid, shelter and sanitation supplies, fuels and hand tools may be needed.
- H. Under normal circumstances, required resources will be available within the County to meet emergency operations needs for small-scale emergencies.
- I. A large-scale emergency may result in the loss of local resources; or quickly exhaust local resources, requiring outside assistance from surrounding local, State or Federal governments.
- J. There may be delays in all normal services such as police, fire, EMS, public works, transportation and utilities response due to damage to facilities, equipment, and shortages of personnel.



- K. Required resources may be available, but due to damaged facilities or damage or disrupted transportation and highway infrastructure, may not be accessible.
- L. If the resources are not available within the County, the County will seek Out side assistance through the Kentucky Division of Emergency Management State EOC.

### **III. MISSION**

The Mission of ESF 7 is to provide resource support consisting of emergency relief supplies, telecommunications, transportation services, security services and personnel to support immediate response activities.

### **IV. DIRECTION AND CONTROL**

- A. The coordination of county-wide emergency resource requests will be directed and controlled through the County Emergency Operations Center (EOC).
- B. The ESF 7 Coordinator will manage the assignment and tracking of resources from County, Non-Governmental and Private agencies in support of both internal and external emergency response and recovery operations by establishing a Logistics Section and reporting the status of those resources on a regular basis in accordance with standard reporting protocols as established in the County Emergency Operations Plan and EOC Standard Operating Procedures.

### **V. CONCEPT OF OPERATIONS**

#### **A. Phases of Management**

##### **1. Preparedness**

- a. Review and update disaster procedures as they relate to ESF 7 activities.
- b. Prepare and maintain lists of available essential supplies and equipment – resource typing (see FEMA 501-4).
- c. Determine additional supplies and equipment required for conducting essential operations, i.e., food, fuel, batteries, tires, etc.
- d. Prepare SOPs and maintain current list of personnel, materials and their locations needed to accomplish their assigned responsibilities.

- e. Develop contingency plans for the personnel of their department, agency or organization to insure their safety and the continuity of the functions of the department, agency or organization. (COOP Plans)
- f. Develop plans for personnel of the department, agency or organization to report their location and availability for duty. (COOP Plans)
- g. Develop plans for the resumption of the departmental or organizational functions with a minimum of disruption, including relocation of the department, agency or organization, if required. (COOP Plans)
- h. Ensure that administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations.
- i. Agencies will ensure their representatives to ESF 7 are properly trained and exercised on the plans and procedures relating to their work.

### 3. Response

- a. Activate ESF 7 when requested by the County Judge Executive or designee.
- b. The ESF 7 Coordinator will provide resource support to affected areas and operational support needed to establish a response capacity.
- c. The ESF 7 Coordinator will implement the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement.

### 4. Recovery

- a. Provide ESF 7 coordination and support as required for Recovery Operations.
- b. Conduct internal After Action Reviews and document lessons learned and recommendations for improvement of Emergency Operations Plans, Procedures and Guidelines.
- c. Upon being advised that an order to end recovery operations may be forthcoming, prepare to discontinue operations.
- d. Upon the end of recovery operations, survey the organization for cost of preparing for and conducting operations.

- e. Critique operations for updating plan and standard operating procedures.

## **VI. GENERAL ORGANIZATION RESPONSIBILITIES**

Operational control remains the same during emergency situations as during normal activities; however, operations may require 24-hour coverage, and a central point of overall coordination. The ESF 7 Coordinator must be prepared to assist in lengthy operations that start in response and continue through recovery and involve clean up activities and return of resources.

## **VII. SPECIFIC KEY POSITION RESPONSIBILITIES**

### **1. Primary – The ESF 7 Coordinator:**

- a. Is responsible for the activation and operation of ESF 7 for the County as requested by the County EOC.
- b. Is responsible for developing and maintaining Standard Operating Procedures for ESF 7.
- c. Will maintain current inventories of County resources that may be used for emergency operations including type, quantities, and location.
- d. Will provide support in determining and acquiring equipment and supplies needed in an incident through the Statewide Mutual Aid Agreement and/or other locally developed mutual aid agreements.
- e. Will coordinate resources to help meet requirements, including procurement personnel necessary to establish operations.
- f. If an emergency situation escalates to the point of requiring outside assistance, the ESF 7 Coordinator, in coordination with the County EOC, will serve as the single source of management for all incoming resources.
- g. Will identify faith-based and non-profit organizations that can assist with emergency resource support.
- h. All organizations requiring additional resources will send their requests to the ESF 7 Coordinator via the County EOC for processing.

- i. The County EOC will approve and prioritize all requests for outside assistance before being forward to the Kentucky Division Emergency Management State EOC.

## **2. Support**

- a. All supporting agencies for this ESF will provide information and resources as required by the ESF 7 Coordinator to ensure the proper functioning of ESF 7.
- b. Supporting agencies will ensure their representatives to ESF 7 are properly trained and exercised on the plans and procedures relating to their work.
- c. Determine additional supplies and equipment required for conducting essential operations (i.e., food, water, fuel).
- d. Maintain financial and purchasing records of any/all expenditures used during the incident.
- e. Development of Agency SOPs to support ESF 7.

## **VIII. ADMINISTRATIVE SUPPORT – See the Basic Plan.**

## **IX. REFERENCES**

- A. KRS 39A-G
- B. The National Response Plan
- C. The National Incident Management System
- D. Kentucky Division of Emergency Management, State Emergency Operations Center, Standard Operating Procedures
- E. ESF # 7 Standard Operating Procedures
- F. FEMA 501-4 Resource Management
- G. Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement

## **EMERGENCY SUPPORT FUNCTION # 8 – PUBLIC HEALTH AND MEDICAL SERVICES**

### **PRIMARY COORDINATOR**

ESF 8 Coordinator is a McCracken County Health Department representative.

270-444-9625

### **LOCAL SUPPORT**

|                                        |              |
|----------------------------------------|--------------|
| Baptist Health Paducah                 | 270-444-2444 |
| Mercy Health-Lourdes                   | 270-575-2100 |
| McCracken County Health Department     | 270-444-9625 |
| McCracken County Judge/Executive       | 270-444-4707 |
| Paducah Mayor and City Manager         | 270-444-8503 |
| American Red Cross                     | 270-442-3575 |
| McCracken County Office of the Coroner | 270-444-4732 |

### **LOCAL RESOURCE**

|                                       |              |
|---------------------------------------|--------------|
| McCracken County Sheriff's Department | 270-444-4719 |
| McCracken County Fire Departments     | 270-444-8550 |
| Mercy Regional EMS                    | 270-450-8050 |
| Hazmat One Regional Response Team     | 270-444-8550 |
| Paducah Police Department             | 270-444-8548 |
| McCracken County Road Department      | 270-442-9163 |
| Barkley Regional Airport              | 270-744-0521 |
| Paducah Area Transit System           | 270-444-8700 |
| Salvation Army                        | 270-443-8231 |

### **STATE RESOURCE**

|                                                          |              |
|----------------------------------------------------------|--------------|
| Kentucky Department of Agriculture                       | 270-575-7162 |
| Kentucky National Guard                                  | 270-575-7202 |
| Kentucky Division of Emergency Management                | 800-255-2587 |
| KY Justice Cabinet, Office of the State Medical Examiner | 502-852-5587 |
| Kentucky Board of Emergency Medical Services             | 859-256-3565 |
| Kentucky Energy and Environment Cabinet                  | 270-898-8497 |
| Kentucky Cabinet for Health and Family Services          | 800-372-2973 |
| Kentucky Transportation Cabinet                          | 270-898-2431 |
| Kentucky Community Crisis Response Board                 | 502-607-5781 |

*(Not all agencies are listed under this section, as it would vary and be difficult to include all agencies that could be affected by the impact of a disaster. This ESF will expand/collapse as needed during an incident.)*

## **I. PURPOSE**

To provide a coordinated response for the protection of the County's public health and medical service needs in a catastrophic event. It provides a structure to coordinate emergency medical services/mass medical activities to ensure the safety of life and property.

## **II. SITUATIONS AND ASSUMPTIONS**

- A. A well-planned health, behavioral health, medical, and mortuary support network is essential at anytime, but becomes vital during emergency situations.
- B. A catastrophic event may significantly increase demand for public health, behavioral health, medical, and mortuary requirements in the County, and the surrounding municipalities.
- C. Complications may include general health and mental problems, traumatic injury, communicable disease, food poisoning, and contaminated water ailments.
- D. Residents or patients at health care facilities might be evacuated due to damage or the threat of damage.
- E. A catastrophic event can give rise to secondary sources of infection and disease if proper precautionary steps are not taken in time.
- F. The release of toxic or hazardous materials may result in human and environmental contamination.
- G. The number of beds in the County for burned or radiologically contaminated casualties is not sufficient under normal conditions, and therefore will not suffice if there is a massive demand.
- H. The number of casualties and fatalities resulting from a catastrophic event might overwhelm medical and mortuary services. The facilities for caring for the dead and injured might also sustain physical damage. Emergency responders, medical and mortuary personnel might be among the casualties.
- I. Many injuries, both minor and relatively severe, will be self-treated by the public.
- J. EMS is most critical within the first 30 minutes of the emergency.
- K. Disruption of the County's communication systems will severely impede the timely delivery of emergency medical response services.
- L. A well-planned health support network is essential during emergency situations.

- M. Difficulties in identifying the deceased might necessitate the services of forensic specialists.
- N. A catastrophic event may require activation of the National Disaster Medical System (NDMS) if state resources are overwhelmed. It is designed to care for a large number of casualties from either a domestic disaster or an overseas war.
- O. A catastrophic event involving large areas of the County may both adversely affect local resource response capabilities, and damage the existing medical infrastructure.
- P. Under certain circumstances, it may be necessary to relocate hospital facilities and patients, including the seriously ill.
- Q. When local resources can no longer meet the demand of the situation, regional, State, and Federal resources may be requested. Additional resource requirements will be requested through the County Emergency Operations Center, which will request assistance through the State Emergency Operations Center.

### III. **MISSION**

- A. To coordinate and direct healthcare related activities within the County.
- B. To provide emergency care and treatment of casualties resulting from a catastrophic event.
- C. To help continue provision of routine emergency and medical care for the general population.
- D. To provide emergency public health services that will prevent and/or mitigate the spread of infectious diseases.
- E. To provide mental health services for both victims and emergency responders.

### IV. **DIRECTION AND CONTROL**

- A. During activation of the County EOC, the local Emergency Management organization will have on staff an ESF # 8 Coordinator to assist in providing necessary health and medical services to residents of the county.
- B. The County Health Director will direct and control public health services and operations in the County, and the surrounding municipalities.

- C. The County Medical Examiner will direct and control all activities connected with identification of the dead, causes of death, and emergency situation mortuary services.

## **V. CONCEPT OF OPERATIONS**

After a catastrophic event in the county, health, behavioral health, medical, and mortuary requirements and outside assistance for health and medical emergency operations will be coordinated and prioritized in the county EOC.

- A. Counties are responsible for the coordination of the public health, medical care, and mortuary services. When needs exceed their capabilities, local jurisdictions will contact the state EOC to request assistance.
- B. The American Red Cross (ARC) and Salvation Army both undertake relief activities for the purpose of mitigating human suffering caused by disasters.

Emergency assistance is provided to evacuees, disaster victims and emergency workers.

- C. The primary public health concern is disease control. The county health department will implement effective environmental health, nursing, and health education practices to minimize the incidence of disease and illness through disease surveillance and investigation and food and water safety.
- D. The county health department may order inspections of damaged housing, emergency shelters, and public facilities as necessary, to determine the need for emergency repairs, pest control, sanitation, or other health related protective procedures.
- E. If required, the county health department will establish/implement points of distribution (PODs) to dispense needed medication or vaccinations to emergency workers and/or the general public.
- F. If the Strategic National Stockpile (SNS) of Federal medicines are required, it will be requested from the State EOC via the county EOC, and coordinated, and distributed locally by the county health department.
- G. The county coroner in coordination with law enforcement officials and the county health department will identify and take charge of the proper recovery of the deceased and any human remains.
- H. In the event of a mass fatality event, additional mortuary services may be required, and will be requested by the county coroner from the state EOC via the county EOC.



## **Phases of Management**

### **Preparedness**

1. Identify and inventory all health and medical resources.
2. Prepare plans to discharge less seriously ill patients from various types of medical facilities and determine which facilities can be converted for temporary patient care.
3. Identify and plan for special medical needs to include, equipment, personnel, and space necessary to provide care to these individuals.
4. Plan for the utilization of essential public health personnel, supplies and equipment to provide health and environmental sanitation services. These services would include vector control measures and communicable disease surveillance.
5. Alert NDMS representative of situation that may require activation of NDMS.
6. Coordinate medical and health plans with surrounding states.
7. Develop an emergency response organization.
8. Develop Standard Operating Procedures (SOPs) for rapid deployment of health personnel to disaster areas.
9. Develop assignment tasks and functions for volunteer medical personnel including physicians, nurses and dentists who would be available to augment the existing medical staffs.
10. Train and exercise staff on NIMS, ICS, and EOC operations.

### **Response**

1. Alert personnel needed to carry out tasks.
2. Take initial steps to establish temporary health care facilities.
3. Ensure necessary supplies are available.
4. Provide emergency health care.
5. Coordinate all health and medical resources, to include activation of NDMS, if necessary.
6. Implement surveillance and control measures for communicable diseases. Ensure that proper sanitation is provided in the earthquake area.

7. Coordinate mortuary services.
8. Discharge patients who are not seriously ill from health and medical facilities if bed space is needed for earthquake victims to include cancellation of elective procedures.
9. Keep records on workers made available, work undertaken, and hours worked.

### **Recovery**

1. Undertake operations as directed by EOC.
2. Revert to Response or Preparedness Phase upon direction of EOC.
3. Continue to assist in provision of medical care if demand exceeds what local medical facilities are able to provide.
4. Continue to assist in monitoring for air and water pollution, potential health hazards due to contamination of food or water, and possible disease sources, if needed.
5. Provide and coordinate assistance to individuals, local jurisdictions and businesses suffering disaster losses.
6. Upon return to Preparedness Phase, survey organization for cost of preparing for and conducting recovery operations.
7. Develop After Action Reports (AAR) for updating plans and standard operating procedures.

## **VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES**

The ESF 8 Coordinator will identify and coordinate local, state and federal agencies for health and medical services, as delivered by health service agencies.

### **A. GENERAL ORGANIZATION RESPONSIBILITIES**

Operational control remains the same during emergency situations as during normal activities; however, operations may require 24-hour coverage, and a central point of overall coordination. The ESF 8 Coordinator must be prepared to assist in lengthy operations that start in response and continue through recovery and involve clean up activities and return of resources.

**VII. ADMINISTRATIVE SUPPORT – See the Basic Plan.**

**VIII. REFERENCES**

- A. KRS 39A-G
- B. The National Response Plan
- C. The National Incident Management System
- D. Kentucky Division of Emergency Management, State Emergency Operations Center, Standard Operating Procedures

## **EMERGENCY SUPPORT FUNCTION # 9 - SEARCH AND RESCUE**

### **PRIMARY COORDINATOR**

ESF 9 Coordinator is the McCracken County Search and Rescue SAR Coordinator.

270-448-1530.

### **LOCAL SUPPORT**

|                                       |              |
|---------------------------------------|--------------|
| McCracken County Judge Executive      | 270-444-4707 |
| Paducah Mayor and City Manager        | 270-444-8530 |
| McCracken County Sheriff's Department | 270-444-4719 |
| McCracken SAR Coordinator             | 270-816-1720 |
| County Fire Departments               | 270-444-8550 |
| Mercy Regional EMS                    | 270-443-6529 |
| McCracken County Coroner              | 270-444-4732 |
| Kentucky State Police                 | 270-575-7228 |

### **LOCAL RESOURCE**

|                                                      |              |
|------------------------------------------------------|--------------|
| McCracken County DES Rescue Squad                    | 270-444-8550 |
| McCracken County Road Department                     | 270-442-9163 |
| McCracken County Health Department                   | 270-444-9625 |
| Barkley Regional Airport                             | 270-744-0204 |
| University of Kentucky Agriculture Extension Service | 270-554-9520 |
| McCracken County Treasurer                           | 270-444-4725 |

### **STATE RESOURCE**

|                         |              |
|-------------------------|--------------|
| KYEM SAR Coordinator    | 800-255-2587 |
| Kentucky National Guard | 800-255-2587 |
| US Coast Guard          | 270-442-1621 |

*(Not all agencies are listed under this section, as it would vary and be difficult to include all agencies that could be affected by the impact of a disaster. This ESF will expand/collapse as needed during an incident.)*

### **A. PURPOSE**

To establish and define the County's policies, procedures, and organizational response for coordinating search and rescue (SAR) activities to a damaging disaster that affects the county. The first priorities will be protecting the health, safety, and property of the public.

## **B. SITUATIONS AND ASSUMPTIONS**

Search and Rescue (SAR) is the employment of resources (private, municipal, corporate, county, state and Federal) to locate and bring to safety persons who have become lost, injured, stranded, trapped or who have died. Search, rescue and recovery operations have to be carried out in every part of the County, on or under the ground, on or under water, and in man-made structures. If the person is deceased, it then becomes a recovery effort.

Search and rescue emergencies may reach such magnitude as to require resources from adjacent jurisdictions, the state, private organizations or the Federal government. A catastrophic disaster within the County, or adjacent jurisdictions, could result in rescue problems of such an extent as to require utilization of all rescue resources within the state and the exchange of resources between states via mutual aid/EMAC.

Search and rescue must be initiated without delay because the mortality rate among trapped victims rises dramatically after 72 hours.

Local residents, workers, and/or volunteers may initiate search and rescue efforts, but will usually lack specialized equipment and training. Spontaneous volunteers will require coordination and direction within the local incident command structure.

Access to damaged areas will be limited. Some sites may be initially accessible only by air or water.

During the course of response, rescue personnel may encounter extensive damage to the local infrastructure, such as buildings, roadways, public works, communications, and utilities. Such damage can create environmental safety and health hazards, such as downed power lines, unsafe drinking water, and unrefrigerated food.

Following a disaster, fires and hazardous materials releases may compound problems and threaten both disaster victims and rescue personnel.

Weather conditions such as temperature extremes, snow, rain, and high winds may pose additional hazards for disaster victims and rescue personnel.

## **C. MISSION**

To provide assistance to local authorities for search and rescue operations following a catastrophic event, by means of ground, marine, or air activity, of any person who becomes lost, injured, stranded, trapped or has died.

#### **D. DIRECTION AND CONTROL**

It can be expected that search and rescue mutual aid within the affected areas may be sharply reduced. The widespread regional nature of the event will affect many jurisdictions simultaneously; therefore, search and rescue teams from throughout the state will be needed to provide search and rescue of persons trapped and injured due to collapsed buildings within the first 24 hours.

Other search and rescue missions, such as downed military and commercial air carriers and Electronic Locator Transmitter (ELT) searches, will be under the operational control of the Air Force Rescue Coordination Center (AFRCC).

Search and rescue operations involving mine rescue missions will be under the jurisdiction of the Office of Mine Safety and Licensing.

The National Park Service has the authority and responsibility for SAR operations within the boundaries of the national parks located in Kentucky.

The Kentucky Department of Parks, Ranger, has the authority and responsibility for SAR operations within the boundaries of Kentucky state parks.

The U.S. Forest Service has the authority and responsibility for SAR operations within the boundaries of national forest areas in Kentucky.

The appropriate U.S. military service has the authority and responsibility for SAR operations within the boundaries of military installations located in Kentucky.

The U.S. Coast Guard may exercise jurisdiction over search and rescue operations on navigable waterways in Kentucky.

Kentucky shares concurrent jurisdiction with bordering states for incidents (including SAR) on waterways located along state boundaries.

SAR activities may result in the discovery of a deceased person and SAR workers may assist in the recovery of human remains.

#### **E. CONCEPT OF OPERATIONS**

The initial search and rescue response will be a local effort, with priorities set by local government. ESF-9 and ESF-4 (Firefighting) will coordinate to provide additional search and rescue teams and equipment into the operational areas as requested.

Due to the anticipated damage from a catastrophic event, the Federal Emergency Management Agency (FEMA) Urban Search and Rescue (US&R)

task forces may be needed to support the state's search and rescue operations.

ESF-9 will coordinate the search and rescue response.

KyEM will assist in coordinating the search and rescue of disaster victims.

Under the conditions expected with a major earthquake, the SAR Coordinator will coordinate with the local ESF-9 Coordinators and local governments for search and rescue priorities.

At the Emergency Operations Center priorities will be determined. Area resources will be identified that could be applied to the situation.

Equipment will be immediately mobilized and ready to deploy upon orders.

ESF-9 search and rescue response efforts will be accomplished by:

- Planning the search and rescue response.

- Identifying transportation requirements to move personnel and equipment into operational areas. ESF-9 will consider using military resources and private and public watercraft.

- Coordinating with ESF-2 (Communication) to support communications requirements of ESF-9.

- Preparing for FEMA's Urban Search and Rescue Team (US&R) to support search and rescue. FEMA US&R team(s) expected time of arrival is 48 hours after being notified. Upon arrival, FEMA US&R team(s) will coordinate with ESF-9 for mission assignments in the operational areas.

- Identifying and maintaining a list of requested resources by operational area and identifying those resources to support ESF-9 and FEMA US&R teams.

- Developing operational procedures and maintaining informational maps.

- Coordinating plans to use search and rescue dogs in urban search and rescue operations.

## **Phases of Management**

### **Preparedness**

- Develop search and rescue operating procedures.

- Develop a system of determining availability and need of manpower and equipment and other resources.

Develop an organizational structure and recruit needed personnel.

Carry out a training program for the appropriate types of rescue missions to be provided by the rescue organization(s).

Ensure that personnel concerned are familiar with their responsibilities.

Develop alternate sources of notification.

Develop plans in cooperation with adjacent jurisdictions or states to achieve the best balance of search and rescue services.

Take part in tests and exercises.

Coordinate transportation requirements to move search and rescue equipment into operational areas.

Coordinate with ESF-2 (Communication) to support communications requirements.

Coordinate with Kentucky Division of Emergency Management Division (KyEM) and the Department of Military Affairs (DMA) to identify military bases as potential staging areas and military equipment such as helicopters, etc. to transport rescue personnel and equipment.

Identify resources necessary to support SAR teams to include Emergency Management Assistance Compact (EMAC).

Develop operational procedures and maintain maps to support earthquake search and rescue operations.

Coordinate plans to use search and rescue dogs in search and rescue operations.

Coordinate and integrate FEMA US&R teams into the state's search and rescue response to include identifying sites for US&R teams to stage based on operational areas.

### **Response**

Make a request for search and rescue assistance through the Emergency Management Assistance Compact (EMAC).

Validate the conditions of search and rescue staging area(s).



Coordinate with KyEM and DMA to identify military bases as potential staging areas and military transport resources.

Coordinate with ESF-1 (Transportation) to support ESF-9 transportation requirements.

Coordinate with ESF-2 (Communication) to support ESF-9 communications requirements.

Implement and validate operational procedures and maintain maps to support search and rescue operations.

Coordinate plans to use search and rescue dogs in urban search and rescue operations.

Request FEMA USAR Teams to assist in search and rescue.

Coordinate with FEMA USAR team(s) to organize and prioritize search and rescue response.

Validate plans to integrate FEMA USAR teams into the state's search and rescue response.

### **Recovery**

In the event of an earthquake recovery processes may be interrupted by subsequent aftershocks. The aftershocks have the potential to impact new areas within the New Madrid Seismic Zone.

Provide ESF 9 coordination and support as required for Recovery Operations.

Conduct internal After Action Reviews and document lessons learned and recommendations for improvement of Emergency Operations Plans, Procedures and Guidelines. Carry out lifesaving or damage limiting operations

Upon being advised that an order to end recovery operations may be forthcoming prepare to discontinue operations.

Upon the end of recovery operations, survey the organization for cost of preparing for and conducting operations.

Critique operations for updating plan and standard operating procedures.

**F. GENERAL ORGANIZATION RESPONSIBILITIES**

Operational control remains the same during emergency situations as during normal activities; however, operations may require 24-hour coverage, and a central point of overall coordination. The Resource Coordinator must be prepared to assist in lengthy operations that start in response and continue through recovery and involve clean up activities and return of resources.

Coordinate with ESF-1 (Transportation) to support transportation requirements. ESF-9 will determine transportation requirements to move search and rescue equipment into operational areas.

Coordinate with ESF-2 (Communication) to support communication requirements.

Coordinate and integrate FEMA US&R teams into the state's search and rescue response to include identifying sites for US&R teams to stage based on the operational areas.

In coordination with KyEM and DMA, identify military bases as potential staging areas based on operational areas and equipment needed such as helicopters, rescue and transport boats, etc.

Assist in identifying and providing resources necessary to support ESF-9 and FEMA US&R teams.

Develop operational procedures and maintain information data and maps to support search and rescue operations.

Coordinate plans to use search and rescue dogs in urban search and rescue operations.

**G. SPECIFIC KEY POSITION RESPONSIBILITIES**

**Primary – Search and Rescue Coordinator**

All search and rescue operations will use an ICS based on the National Incident Management System (NIMS). All local search, rescue and recovery operations will be in conformity with this local search and rescue plan.

**H. ADMINISTRATIVE SUPPORT – Removed and placed under Plan Maintenance in the Basic Plan.**

**I. REFERENCES**

KRS 39A-G

106 KAR 1:390

The National Response Plan

The National Incident Management System

ESF # 9 Standard Operating Procedures

Office of Mine Safety and Licensing EOP/SOP

## **EMERGENCY SUPPORT FUNCTION #10 OIL AND HAZARDOUS MATERIALS**

### **Primary Coordinator**

The chief officer or ranking on-scene officer if the chief officer is not present of the fire department in whose jurisdiction the hazardous materials emergency incident has occurred will serve as the primary coordinator of an hazardous material emergency incident. The officer-in-charge of the Hazmat One WMD Regional Response Team which is affiliated with McCracken County OEM and managed by the Paducah Fire Department will serve as the hazmat operations sector officer and report to the primary coordinator.

### **Support Agencies and Organizations**

|                                                                                                                 |              |
|-----------------------------------------------------------------------------------------------------------------|--------------|
| • McCracken County Office of Emergency Management                                                               | 270-448-1530 |
| • Hazmat One WMD Regional Response Team                                                                         | 270-444-8550 |
| • Paducah Fire Department                                                                                       | 270-444-8550 |
| • Concord Fire Department                                                                                       | 270-442-2496 |
| • Hendron-Fremont Fire Department                                                                               | 270-554-5306 |
| • Lone Oak Fire Department                                                                                      | 270-554-5843 |
| • Reidland-Farley Fire Department                                                                               | 270-898-3191 |
| • West McCracken Fire Department                                                                                | 270-488-3112 |
| • Mercy Regional Emergency Medical Services                                                                     | 270-450-8050 |
| • Office of the State Fire Marshal                                                                              | 502-573-1695 |
| • Kentucky Division of Emergency Management                                                                     | 800-255-2587 |
| • Kentucky National Guard                                                                                       | 270-575-7202 |
| • Kentucky Community Crisis Response Board (KCCRB)                                                              | 888-522-7228 |
| • Kentucky Transportation Cabinet                                                                               | 270-898-2431 |
| • Kentucky State Police                                                                                         | 270-575-7228 |
| • Kentucky Justice and Public Safety Cabinet (KY JPSC),<br>Kentucky State Police Commercial Vehicle Enforcement | 502-695-6300 |
| • Kentucky Department for Public Health                                                                         | 270-444-9625 |
| • Kentucky Department of Agriculture                                                                            | 270-554-9502 |
| • Kentucky Office of Homeland Security                                                                          | 270-554-9520 |
| • American Red Cross                                                                                            | 270-442-3575 |

### **I. PURPOSE**

The purpose of Emergency Support Function (ESF) 10 is to provide a framework for coordinated and effective state, local, federal, and private sector (responsible party) efforts in reducing or removing the danger to public health, safety and the environment from threatened or actual incidents involving oil or hazardous material releases.

- II. Appendix A-1 and A-2 of this ESF provide definitions of terms and a list of acronyms used in this ESF. Appendix B of this ESF provides operational guidelines to be followed at hazardous material incident scenes. ICS Forms and a Site Safety Plan to be used during hazardous materials responses are contained in Appendix C. Hazardous and radiological incident contact information is provided in Appendix D.

### III. SITUATION AND ASSUMPTIONS

#### A. Situations

1. Hazardous materials are produced, used, stored, and transported throughout the Commonwealth.
2. Accidents or incidents involving hazardous materials are one of the most common emergencies in the Commonwealth.
3. Hazardous material releases require swift and decisive emergency response action.

#### B. Assumptions

1. All on-scene emergency response operations for oil or hazardous material incidents shall be conducted in accordance with the Incident Command System (ICS) described in the National Incident Management System (NIMS).
2. Response to oil and hazardous materials incidents shall be executed in conformity with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, the Superfund Amendments and Reauthorization Act of 1986, Section 311 of the Clean Water Act of 1972 as amended by the Oil Pollution Act of 1990, Kentucky Occupational Safety and Health Program (KY-OSH) regulations and the Kentucky Revised Statutes (KRS) 224 and 227 as they pertain to hazardous substances.
3. Response to oil and hazardous substances discharges will be in accordance with the National Contingency Plan (40 CFR 300) and as authorized pursuant to KRS 224, delegating to the DEP the power and duty to control, prohibit, and respond to pollution of the air, water, and lands of the Commonwealth, and protect human health, safety, and the environment from the effects of hazardous substances.
4. The majority of hazardous material incidents require coordination between state and local agencies. In most incidents, state level involvement is limited until the scope of the disaster exceeds local government capabilities. However, state level involvement may occur at any time since the state has

certain jurisdictional responsibilities, complex federal and state statutes to enforce, and technical expertise that may not be available at the local level.

5. ESF 10 will facilitate the coordination between responding state and local agencies and between these agencies and federal response agencies in the event that the involvement of the latter is required.
6. All persons responding to hazardous materials incidents will respond only up to their highest level of OSHA 29 CFR 1910.120 (HAZWOPER) training.
7. A list of the county's Tier II hazardous substance facilities and extremely hazardous substance (EHS) facility emergency response plans may be found at the Kentucky Emergency Response Commission's online Tier II Manager Software system website. The McCracken County Local Emergency Planning Commission (LEPC) reviews the EHS plans annually.

#### **IV. CONCEPT OF OPERATIONS**

##### **A. General**

1. Response to hazardous materials incidents may be initiated by a call to local 911, or as an incident report to the KDEP-Environmental Response Team (ERT) or the duty officer at the State Emergency Operations Center.
2. All hazardous materials incident responses regardless of size shall have an Incident Command staff consisting at a minimum of an Incident Commander (IC), Safety Officer (SO), and Operations Section Chief (OSC). The same individual may serve as IC and OSC. In all instances a separate SO shall be assigned. The SO shall determine the level of Personal Protective Equipment (PPE) to be used by responders and shall be required to prepare the Site Safety Plan.
3. The Incident Command shall establish an Incident Command Post and shall secure the scene in a manner that protects the surrounding community and ensures non-response personnel and responders without proper PPE are not allowed into areas determined to be unsafe.
4. The OSC shall determine a staging location for resources reporting to the scene.
5. Local officials shall, as soon as practically possible, contact the Kentucky Division of Emergency Management (KyEM) Duty Officer (1-800-255-2587) and provide all known information about the incident. The KyEM Duty Officer and the State Emergency Operations Center (SEOC) shall be kept informed of local situations to the maximum extent possible, even if the situation can be

dealt with locally.

6. Based upon evaluation of the emerging situation and the anticipated need for additional resources, KyEM can activate the SEOC.
7. Prior to activation of the SEOC, the KyEM Area Manager (AM) shall act as a liaison between the local on-scene responders and KyEM Duty Officer. The AM shall provide on-scene information that shall be used in the decision to activate the SEOC. The AM shall continue in the liaison role in the event the SEOC becomes activated. The AM shall support responding agencies in the coordination of resources and shall be responsible for keeping KyEM personnel staffing the SEOC apprised of the on-scene situation.
8. Upon activation, the DEP liaison(s) shall report to the SEOC for coordination of hazardous materials response actions.
9. As the primary coordinating agency for all activities under ESF 10, the DEP shall ensure that all agencies assigned to ESF 10 respond to all requests for local and state hazardous materials response assistance in accordance with their assigned tasks.
10. All support agencies and organizations shall be notified and tasked to provide 24-hour representation as necessary. Every support agency and organization is responsible for ensuring that sufficient program staff is available to report to and support the SEOC and to carry out the activities tasked to their organization on a continuous basis if needed.
11. KyEM will facilitate a formal After Action Report (AAR) using the KyEM Standard AAR within 30 days of the Hazardous Materials Response.

## **B. Procedure for Transition from Incident Command to Unified Command**

### **1. Initial Incident Command**

- a. Regardless of size, all responses to hazardous materials incidents shall have an Incident Command Staff.
- b. Incident Command Staff shall consist at a minimum of an Incident Commander (IC), Safety Officer (SO), and Operations Section Chief (OSC). For responses involving multiple agencies, a Liaison Officer shall also be assigned.
- c. If information is to be disseminated to the general public, a Public Information Officer (PIO) shall be appointed for this purpose.

- d. For small incidents an individual may serve as IC, OSC, and PIO. In all instances the SO shall function only in this capacity.
- e. The Incident Command Staff shall be responsible for establishing an Incident Command Post and securing the scene.
- f. The OSC or his/her designee shall establish a staging location for responding resources and personnel.
- g. As the incident response increases, Logistics, Planning and Financial/Administrative Sections may be added and staffed to maintain a manageable span of control.
- h. Operational resources and personnel that have been ordered by the IC should check in at the location determined by the OSC, his/her designee or Resource Unit Leader if assigned. State and local agency representatives shall report to the Liaison Officer.
- i. The OSC or designated representative(s) shall brief all responders on the current incident status and necessary Personal Protective Equipment (PPE) for on-scene response. The OSC or designated representative(s), shall be responsible for the staging of equipment and other resources.
- j. Transfer of command may be initiated by the senior official(s) from the agencies having primary responsibility for the major threat posed by the incident if it is the consensus opinion of the officials that the command is not acting in the best interests of the affected community and/or responders. All reasoning for the transfer of command shall be documented and presented during the next on-site briefing. The State Emergency Operations Center shall also be notified of the change.

## **2. Transition to Unified Command**

- a. Basis for Transition
  - 1) Transition to a Unified Command (UC) will be considered if the response to an incident will require more than one operational period.
  - 2) Transition to a UC may become necessary when multiple agencies with regulatory or statutory authority respond to an incident.
  - 3) Transition to a UC may be made when the incident complexity and scope exceed the management capabilities of a Single Incident Command, and shall be made when multiple jurisdictions are involved in the response.



### **3. Implementation**

- a. The Planning Chief shall formally brief representative(s) from each of the agencies having statutory or regulatory authority on the current incident status.
- b. The IC and briefed agency representatives shall decide if transition to a UC should occur at this time.
- c. If the determination is made to transition to a UC, each agency with regulatory or statutory authority shall assign a representative to the UC. A representative of private sector responsible party(s) may also be assigned to the UC.
- d. The Operations Section shall establish a staging location for the check-in of supporting agencies having regulatory or statutory authority. Liaison Officers shall provide incident status update and communication between supporting agencies and the UC.

### **4. Unified Command Operations**

- a. Unified Command shall be a mechanism for coordination, cooperation, and communication under which each member is allowed to operate in its appropriate sphere of command.
- b. All members of the Unified Command (UC) shall recognize each other's authorities, capabilities, and limitations. Responsibilities and roles of the UC members and lines and methods of communication shall be established.
- c. Members of the UC do not relinquish agency authority, responsibility, or accountability.
- d. Each member of the UC shall commit to speak with "one voice" to the public through the PIO or Joint Information Center, if established.
- e. The members of the UC shall agree to act in concert and coordinate efforts, and shall set objectives, priorities and strategies to be included in a written Incident Action Plan (IAP). All members of the UC must be able to sustain a 24-hour a day, 7-day a week commitment to the incident.
- f. UC members shall function as members of the Operations, Logistics, Planning and Financial/Administrative Response Sections in a manner that best utilizes their technical expertise and resource capabilities.

- g. The Planning Chief shall establish a planning cycle. After the planning cycle is established, the Planning Section shall develop an IAP for the next operational period to help focus available resources on the highest priorities/incident objectives. At the end of each operational period the Planning Section Chief shall hold a briefing for the UC and update the current incident status. It shall also be determined at this briefing if the need for a UC still exists.
- h. If situations arise where members of the UC cannot reach consensus, the UC member representing the agency with primary jurisdiction over the issue shall be deferred to for the final decision.
- i. UC members may change as the response transitions out of emergency response and into long-term cleanup.

#### **5. Transition to Single Incident Command**

- a. As the danger from an incident decreases, agencies with regulatory or statutory authority may withdraw from on-scene response activities.
- b. If the incident no longer requires more than one operational period for completion, the UC shall hold a meeting to determine if transition to a Single Incident Command is appropriate.
- c. If the transition is made to a Single Incident Command, the UC shall appoint an Incident Commander and Operations Section Chief. These may be the same individuals serving in these capacities during the Unified Command.
- d. The IC shall appoint a Safety Officer.
- e. Personnel from the Logistics, Planning and Financial/Administrative Sections shall be incorporated into the Operations Section as their individual Sections are no longer needed. Personnel shall be incorporated as needed to maintain a manageable span of control.
- f. The OSC shall have direction over those individuals incorporated into his/her section.
- g. The Planning Section shall be responsible for checking out responders leaving the scene. When the Planning Section is no longer needed, responsibility for check out of responders shall become the responsibility of the Operations Section Chief or his/her designee.

## **V. TASK ASSIGNMENTS AND RESPONSIBILITIES**

The task assignments and responsibilities of the Incident Command Staff remain constant regardless of the type of hazardous materials incident response.

### **A. Incident Command Staff**

1. The Incident Command Staff shall be responsible for establishing an Incident Command Post and securing the scene.
2. The Incident Command Staff shall be responsible for preparing the initial Incident Action Plan (IAP). The IAP shall set objectives, priorities and strategies for managing the incident and shall include provisions for incident briefings, organizational assignment lists, and a communications plan. The IAP shall address site security and control measures to be used throughout the incident. For small incidents of short duration, the IAP may not need to be written. However, if the duration of the response period extends over several hours, multiple units from various levels of government and the private sector are involved, the situation is complex, and intensive response efforts are required, the IAP must be written. An incident site map and a traffic plan, as appropriate, are attached to the plan. Additional check-in lists, unit logs, etc. shall be appended to the plan as they are completed. If a Planning Section Chief is assigned to an incident, that individual or the staff of the Planning Section, shall be responsible for preparing an updating the IAP to meet the tactical objectives and strategies for each operational period. If a Planning Section is not assigned for an incident, the Operations Section Chief shall be responsible for preparing the IAP. A template for the IAP can be found in Appendix C of this ESF.

#### **a. Incident Commander**

- 1) The Incident Commander (IC) is responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources.
- 2) The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

#### **b. Operations Section Chief**

- 1) The Operations Section Chief (OSC) is selected by the IC for each incident on a case-by-case basis relating to the threat presented by the hazardous material(s), and the statutory authority and expertise of responding agencies.

- 2) The OSC supervises the technical operational procedures relating to containment, control, and removal of the hazardous material(s) release(s).
- 3) The OSC is responsible for implementation and direction of the primary tactical objectives in the Incident Action Plan.
- 4) The OSC position shall be staffed for all hazardous materials incidents for which state agency personnel are assigned incident command or unified command roles. The OSC position may shift from one agency to another as the incident situation changes.

**c. Safety Officer**

- 1) The Safety Officer (SO) shall be appointed by the IC after consultation with senior response officials.
- 2) The SO is responsible for identifying and evaluating hazards at the incident scene, and in consultation with the IC and the OSC, is responsible for providing guidance for safety operations during the emergency response.
- 3) The SO shall complete the Site Safety Plan contained in Appendix (C) of this ESF 10 Annex or an equivalent. A written Site Safety Plan is required for all emergency responses involving oil and hazardous materials. The Site Safety Plan must address the safety and health hazards of each phase of site operations and include the level of personal protective equipment (PPE) necessary for personnel responding to the incident. The Safety Plan also establishes the limits of the Protective Action Zones (PAZs) as these terms are defined in Appendix (A) of this Annex. The Plan must include site specific procedures for alerting all incident responders of protective action needs including shelter-in-place and evacuation. If evacuation is required, the Site Safety Plan shall include a description and drawing of the evacuation routes to be used by affected persons. The Site Safety Plan shall also describe the decontamination procedures to be undertaken by emergency responders leaving each PAZ. The Plan must be conspicuously posted at the on-scene Incident Command Post and at other appropriate locations. The Plan shall contain the location and contact information for the facility to which injured persons are to be transported and the extent of services the facility can provide.
- 4) The SO shall brief all in-coming response personnel on the contents of the Site Safety Plan and verify personnel are equipped with appropriate PPE for their level of response.

- 5) The SO shall ensure a record is kept of persons entering the PAZs; date of entry; time of entry; time of exit; and level of PPE used by each responder. The SO shall also maintain a log of all injuries incurred during the incident response.
- 6) The SO has the authority/duty to direct curtailment or suspension of response operations by any personnel in violation of safety standards.

**d. PIO (if assigned)**

- 1) All public information activities and releases shall be coordinated by the PIO at the scene or at the EOC depending upon the severity of the incident. Informational releases shall be approved by the IC or UC prior to being issued.
- 2) The PIO shall develop accurate and complete information on the incident's cause, size, and current situation; resources committed; and other matters of general interest for both internal and external consumption. The PIO may also perform a key public information-monitoring role.
- 3) All state agencies shall refer media inquiries to the PIO or his/her assistants.
- 4) In order to ensure accuracy of information disseminated to the public, the PIO shall arrange for periodic briefings between the news media and state agency personnel who are able to provide technical data on response operations.
- 5) The PIO may establish a Joint Information Center (JIC) from which persons granted release authority may issue information to the general public and media. The JIC is a physical location where public affairs professionals from organizations involved in incident management activities collocate to perform critical emergency information, crisis communications, and public-affairs functions. Since it is important for those staffing the JIC to have the most current and accurate information regarding incident management activities at all times, the JIC staff should include representatives from each jurisdiction, agency, private- sector, and nongovernmental organization involved in incident management activities. The JIC provides the organizational structure for coordinating and disseminating official information. JICs may be established at each level of incident management, as required.

**e. Liaison Officer (for multi-agency responses)**

- 1) Liaison Officer(s) (LNOs) shall provide incident status update and communication between supporting agencies and the IC staff or UC.
- 2) The LNO shall maintain a log of senior agency representatives responding to the incident.

**B. Local Government**

1. Implement protective action including sheltering-in-place or evacuation as recommended by the Incident Command Staff at the scene.
2. Based on the severity of the incident activate the County EOC to which all local agencies involved in emergency response shall dispatch a representative to act on behalf of their agency.
3. Request state/federal assistance when local resources are inadequate to cope with the situation. Requests shall contain sufficient information for evaluation of the recovery effort.

**C. State Government**

**1. Primary Agency**

**a. Kentucky Department for Environmental Protection Environmental Response Team (KDEP-ERT)**

- 1) The KDEP-ERT shall assign duties and responsibilities among state cabinets and agencies and coordinate with local responders and federal agencies to facilitate completion of DEP's regulatory responsibilities. These regulatory responsibilities are to:
  - Provide for efficient, coordinated, and effective action to minimize damage to the air, land, and waters of the Commonwealth caused by the release or threatened release of hazardous substances, pollutants, or contaminants; such actions shall include containment, cleanup, and disposal procedures.
  - Establish procedures and techniques for identifying, containing, removing, and disposing of hazardous substances released or being released during a hazardous materials incident.
  - Provide for the identification, procurement, maintenance, and storage of equipment and supplies needed to reduce or eliminate the

threat to the environment caused by a release or threatened release of oil or hazardous substances.

- Provide for contracting and coordination of persons trained, prepared, and available to provide the necessary services to carry out the environmental objectives identified in the Incident Action Plan.
- Provide air monitoring and water sampling services as needed at hazardous material incidents.
- Provide an agency coordinator to the SEOC on a 24 hour 7 day a week basis as needed during hazardous materials incident responses.

## **2. Supporting Agencies**

### **a. Office of the State Fire Marshal**

- 1) Provide for efficient, coordinated, and effective action to minimize damage to the property, and threat to the citizens of the Commonwealth caused by the release or threatened release of hazardous substances, pollutants, or contaminants; such actions shall include identification of potential fire and explosive threats at hazardous materials incidents.
- 2) Provide technical guidance in the identification of the product spilled at hazardous materials incidents.
- 3) Provide technical guidance and coordination, as needed for fire suppression efforts.
- 4) Aid in the identification of shipper and carrier contacts at the scene of hazardous material incidents.
- 5) Provide technical guidance in the assessment of the structural integrity of containers involved in hazardous material incidents.
- 6) Participate in the development of strategies and coordinate activities required for product recovery from containers damaged during hazardous material incidents.
- 7) Provide an agency coordinator to the SEOC on a 24 hour 7 day a week basis as needed during hazardous materials incidents.

**b. Kentucky Department of Military Affairs, Division of Emergency Management**

- 1) Activate the State EOC when necessary and request a coordinator from each involved agency to report to the EOC.
- 2) The KyEM Area Manager(s) for the county(s) affected by a hazardous material incident shall facilitate on-scene coordination of agencies involved in the emergency response.
- 3) KyEM Area Managers shall act as Liaison Officer(s) between on-scene primary and supporting agencies and KYEM personnel at the State EOC.
- 4) Notify the Governor, or acting Governor, if the situation may have a major impact on the population of the area.
- 5) Provide liaison with the Kentucky National Guard.
- 6) Notify the Federal Emergency Management Agency, Region IV if the scope of the operation shall require participation of federal agencies.
- 7) Provide public information support through provision of a Press Information Officer and assistants as needed to coordinate all on-scene public information and act as spokesperson(s) for responding state agencies. The state PIO(s) shall provide liaison with on-scene news media, and shall promptly relay from the incident scene specific facts essential for accurate dissemination of emergency information at the state EOC level.
- 8) In the event that a hazardous material incident is determined to be the result of an act of terrorism, KyEM will contact the Kentucky Department of Homeland Security.

**c. Kentucky Army and Air National Guard**

- 1) Activate the 41st Civil Support Team to aid in identification and sampling of released hazardous materials as requested.
- 2) Provide security and manpower support as requested by responding agencies.
- 3) Provide emergency communications as requested.



- 4) Provide a representative to the SEOC as requested during hazardous materials incident responses.

**d. Kentucky Community Crisis Response Board (KCCRB)**

- 1) Provide behavioral health services to individuals, communities and responders as needed.
- 2) Provide an agency coordinator to the SEOC as needed during hazardous materials incident responses.

**e. Kentucky Transportation Cabinet (KYTC), Division of Highways**

- 1) Coordinate with the Kentucky State Police and IC to close roads and redirect traffic as needed in the area of a hazardous materials incident.
- 2) Provide equipment, flashing lights, warning lights, cones, signs, or other traffic control devices, as required.
- 3) Assist in debris clean-up of non-cargo items after the area has been decontaminated and/or declared safe by the E&PPC Cabinet and the Safety Officer.
- 4) Under the supervision of the E&PPC Cabinet, assist in the diversion of liquids from streams and sewers by means of cofferdams, trenches, or other structural devices.
- 5) Provide an agency coordinator to the SEOC on a 24 hour 7 day a week basis as needed during hazardous materials incident responses.

**f. Kentucky Justice and Public Safety Cabinet (KY JPSC), Kentucky State Police**

- 1) Coordinate with the Kentucky Transportation Cabinet and the IC to identify road closures and traffic rerouting as needed in the area of hazardous materials incidents.
- 2) Provide emergency police services as necessary, including traffic control, securing and protecting of samples, and perimeter control.
- 3) Assist in dissemination of warnings or evacuations in the affected area.
- 4) Provide limited number of Certified Explosives Technicians capable of identifying, disarming, and setting off military, industrial, and civilian type mechanisms.

- 5) Provide an agency coordinator to the SEOC as needed during hazardous materials incident responses.

**g. KY JPSC, Kentucky State Police Commercial Vehicle Enforcement**

- 1) Provide security and traffic control.
- 2) Assist with warning and evacuation, if needed.

**h. Cabinet for Health and Family Services, Department for Public Health**

- 1) Coordinate and assist in obtaining emergency medical services for persons requiring treatment as the result of hazardous materials incidents.
- 2) Coordinate and assist in obtaining required resources including qualified personnel to provide medical assistance in the event of hazardous materials incidents.
- 3) Provide technical medical guidance in regards to protective actions necessary to safeguard the health of persons potentially affected by the release of toxic substances from hazardous materials incidents.
- 4) Provide an agency coordinator to the SEOC on a 24 hour 7 day a week basis as needed during hazardous materials incident responses.

**i. Kentucky Department of Agriculture**

- 1) Assist in identification of agricultural chemicals and pesticides and help identify protective actions to be taken to safeguard the health and safety of the potentially affected animal population during hazardous materials incidents.
- 2) Provide technical guidance on the possible effects on the animal population from the release of toxic chemicals from hazardous materials releases.
- 3) Coordinate the treatment and/or disposition of animals affected by hazardous chemical releases.
- 4) Provide an agency coordinator to the SEOC as needed during hazardous materials incident responses.

**j. Kentucky Office of Homeland Security**

- 1) Provide assistance and support to responding agencies during hazardous material releases as requested.
- 2) Coordinate with Federal Agencies in the event of a hazardous materials release resulting from an act of terrorism.

**3. Volunteer Organizations**

**a. American Red Cross**

If requested by FEMA and agreed to by the American Red Cross, the Red Cross shall:

- 1) Provide shelter, food, and other support services to address the basic human needs of communities, and individuals affected by hazardous materials incidents. Feed emergency workers.
- 2) Set up a hot-line or other means of handling inquiries from concerned family members outside the disaster area.
- 3) Provides blood and blood products to victims, and help those affected by a hazardous material incident to access other available resources.

**VI. REFERENCES AND AUTHORITIES**

- A. Kentucky Revised Statutes (KRS) 224.10-100, effective July 15, 1994
- B. Occupational Safety and Health Administration (OSHA), Hazardous waste operations and emergency response. 29 CFR 1910.120
- C. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); United State Code Title 42 Chapter 103; enacted December 11, 1980
- D. CERCLA Superfund Amendments and Reauthorization Act (SARA) of 1986, Subtitle III Emergency Protection and Community Right to Know Act (EPCRA) codified at 42 United States Code (U.S.C.) §§11001-11050
- E. Hazardous Materials Emergency Planning Guide, NRT-1, Environmental Protection Agency, Washington, DC, March 1987.
- F. Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. §§ 1251-1387
- G. The National Response Plan, December 2004 with changes May 25, 2006
- H. The National Incident Management System, March 1, 2004

## **VII. ANNEXES**

|         |                                                                                     |
|---------|-------------------------------------------------------------------------------------|
| Annex A | Pipeline Emergency Response for Chemical and Petroleum Pipelines Except Natural Gas |
| Annex B | Pipeline Emergency Response for Natural Gas Pipelines                               |
| Annex C | Emergency Response to Events Involving Radiological Materials                       |

# **OIL AND HAZARDOUS MATERIALS INCIDENT ANNEX A PIPELINE EMERGENCY RESPONSE FOR CHEMICAL AND PETROLEUM PIPELINES EXCEPT NATURAL GAS**

## **Primary Agency**

Environmental & Public Protection Cabinet (E&PPC), Department for Environmental Protection is the Primary Agency for coordination of state incidents involving all chemical and petroleum pipelines with the exception of natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or mixtures of natural gas and synthetic gas.

## **Support Agencies and Organizations**

|                                                         |              |
|---------------------------------------------------------|--------------|
| • Hazmat One WMD Regional Response Team                 | 270-444-8550 |
| • Office of the State Fire Marshal                      | 502-573-1695 |
| • Kentucky Division of Emergency Management             | 800-255-2587 |
| • Kentucky National Guard                               | 270-575-7202 |
| • Kentucky Community Crisis Response Board (KCCRB)      | 888-522-7228 |
| • Kentucky Transportation Cabinet, Division of Highways | 270-898-2431 |
| • Kentucky State Police                                 | 270-575-7228 |
| • JPCS, Department of Motor Vehicle Enforcement         | 502-695-6300 |
| • Department for Public Health                          | 270-444-9625 |
| • Department of Agriculture                             | 270-554-9502 |
| • Kentucky Office of Homeland Security                  | 270-554-9520 |
| • American Red Cross                                    | 270-442-3575 |

## **I. PURPOSE**

The purpose of this Annex is to provide a framework for response to incidents involving pipelines that transport industrial chemicals or petroleum products across the Commonwealth.

## **II. SITUATION AND ASSUMPTIONS**

### **A. Situation**

1. Pipelines that transport potentially hazardous materials cross every major region of the state. Pipelines can carry industrial chemicals and petroleum products. The diameter and length of the lines are generally dependent upon their function as local distribution lines or as part of an interstate transmission system.

## **B. Assumptions**

1. Industrial and petroleum pipeline releases present specialized problems that require response procedures applicable to the threat posed by the chemicals.
2. Petroleum and chemical pipelines may transport chemicals as liquids or gases.
3. Petroleum based liquids transported by pipeline, i.e. crude oil, diesel fuel, kerosene, heating and fuel oil, gasoline, and jet fuel, may release vapors that are heavier than air. Some petroleum vapors have the potential to travel considerable distances to an ignition source and flash back.
4. Crude oil may contain hydrogen sulfide. Hydrogen sulfide is extremely toxic by inhalation. Although hydrogen sulfide has a strong rotten egg smell, exposure to this chemical fatigues the sense of smell. Therefore, smell cannot be counted on to warn of the continued presence of hydrogen sulfide. If there is any reason to suspect hydrogen sulfide is present, do not enter the area without proper protective equipment.
5. The company responsible for transmission through the pipeline has representatives trained and properly equipped to cope with the hazards presented by the particular pipeline involved in a release. Local and state response shall be coordinated with trained company responders.
6. Releases of liquids from pipelines may contaminate soil, water, and sewers and shall be contained, if possible, to aid in recovery of the products and to mitigate environmental impacts.

## **III. TASK ASSIGNMENTS AND RESPONSIBILITIES**

### **A. Local Responders and Agencies**

1. Call the company owning the pipeline or their delegated representative and report the release and request dispatch of trained company personnel to respond to the release. The dispatcher will need to know the following:
  - Your Name and Title in your organization
  - Call back phone number – Primary and Alternate
  - A location to meet pipeline personnel
  - The location of the release, be as specific as possible – if you have GPS provide coordinates
2. Maintain contact with company personnel until they arrive at the scene with proper identification.

3. Upon arrival at the scene, park vehicles a safe distance from any vapor clouds or fires and shut the engine off. Engines can serve as potential ignition sources for flammable gas. Try to determine wind direction and park in an upwind direction. If the engine of your vehicle stops unexpectedly, do not attempt to restart it until you are certain it did not stop due to lack of oxygen.
4. Stay away from any vapor clouds – DO NOT walk into them.
5. Call the Duty Officer at the State EOC (1-800-255-2587) and report the release.
6. Call the Department for Environmental Protection Emergency Response Hotline (1-800-928-2380) and report the release.
7. If a railroad passes through the release area, contact the railroad and request they stop movement of trains through the area until notified that the area is safe.
8. Secure the perimeter and keep non-emergency personnel out of the area. Provide medical care to those who need it. Move non-responders in the danger zone to an upwind location.
9. Eliminate all sources of ignition such as engines, electric motors, pilot lights, burn barrels, non-intrinsically safe communication devices, and smoking materials
10. Do not attempt to extinguish any primary fire source until pipeline personnel arrive and direct this action. Perimeter fires may be extinguished at responder discretion.
11. Implement protective action including sheltering-in-place or evacuation as recommended by the Incident Command Staff at the scene. In the event of a flammable gas release, it may be necessary to alert affected residents by knocking from door to door or using loud speakers as the use of doorbells or telephones may provide an ignition source. If ignition of a gas release is a concern, affected residents shall be advised against using electrical devices.
12. If the release is from a petroleum pipeline, vapors will tend to flow to low lying areas. Keep people away from low areas especially if the pipeline release is at a nearby high elevation.

## **B. State Agencies**

### **1. Primary Agency**

#### **a. Department of Environmental Protection (DEP)**

- 1) Provide for efficient, coordinated, and effective action to minimize damage to the air, land, and waters of the Commonwealth caused by the release from pipelines carrying hazardous substances; such actions shall include containment, cleanup, and disposal procedures for released materials.
- 2) In coordination with local and federal agencies, DEP shall assign duties and responsibilities among state cabinets and agencies to facilitate completion of DEP's regulatory responsibilities.
- 3) Establish procedures and techniques for containing, removing, and disposing of hazardous substances released during pipeline hazardous materials incidents.
- 4) Provide for the identification, procurement, maintenance, and storage of equipment and supplies needed to reduce or eliminate the threat to the environment caused by a release or threatened release from pipelines carrying hazardous substances.
- 5) Provide for contracting and coordination of persons trained, prepared, and available to provide the necessary services to carry out the environmental objectives required by the pipeline incident.
- 6) Provide an agency coordinator to the SEOC on a 24 hour 7 day a week basis during hazardous materials incident responses.

### **2. Supporting Agencies**

#### **a. Office of State Fire Marshal**

- 1) Provide for efficient, coordinated, and effective action to minimize damage to the property, and threat to the citizens of the Commonwealth caused by the fire hazard posed by a release or threatened release from pipelines carrying hazardous substances; such actions shall include identification of potential fire and explosive threats.
- 2) Provide technical guidance and coordination, as needed for fire suppression efforts.



- 3) Provide an agency coordinator to the SEOC on a 24 hour 7 day a week basis during response to pipeline releases.

**b. Division of Emergency Management**

- 1) Activate the State EOC when necessary and request a coordinator from each involved agency to report to the EOC.
- 2) KyEM Area Managers shall facilitate on-scene coordination of agencies and pipeline company personnel involved in the management of pipeline incidents.
- 3) KyEM Area Managers shall act as Liaison Officer(s) between on-scene primary and supporting agencies and pipeline company responders and KYEM personnel at the State EOC.
- 4) Notify the Governor, or acting Governor, if the situation may have a major impact on the population of the area.
- 5) Provide liaison with the Kentucky Air and Army National Guard.
- 6) Notify the Federal Emergency Management Agency, Region IV if the scope of the operation shall require participation of federal agencies.
- 7) Provide public information support through provision of a Press Information Officer and assistants as needed to coordinate all on-scene public information and act as spokesperson(s) for responding state agencies. The state PIO(s) shall provide liaison with on-scene news media, and shall promptly relay from the incident scene specific facts essential for accurate dissemination of emergency information at the State EOC level.
- 8) Notify the Kentucky Department of Homeland Security for pipeline releases resulting from acts of terrorism.

**c. Kentucky Air and Army National Guard**

- 1) Provide security and manpower support as requested by responding agencies.
- 2) Provide emergency communications as requested.
- 3) Provide a representative to the SEOC as requested during hazardous materials incident responses.

**d. Kentucky Community Crisis Response Board (KCCRB)**

- 1) Provide behavioral health services to individuals, communities and responders as needed.
- 2) Provide an agency coordinator to the SEOC as needed during hazardous materials incident responses.

**e. Kentucky Transportation Cabinet (KYTC), Division of Highways**

- 1) Coordinate with the State Police and IC to close roads and redirect traffic as needed in the area of a pipeline release.
- 2) Provide intrinsically safe equipment such as flashing lights, warning lights, cones, signs, or other traffic control devices, as required.
- 3) Under the supervision of the E&PPC Cabinet, assist in the diversion of liquids from streams and sewers by means of cofferdams, trenches, or other structural devices.
- 4) Provide an agency coordinator to the SEOC on a 24 hour 7 day a week basis as needed during hazardous materials incident responses.

**f. Justice and Public Safety Cabinet (JPSC) Kentucky State Police**

- 1) Coordinate with the Kentucky Transportation Cabinet and the IC to identify road closures and traffic rerouting as needed in the area of a pipeline release.
- 2) Provide emergency police services as necessary, including traffic control, securing and protecting of samples, and perimeter control.
- 3) Assist in dissemination of warnings or evacuations in the affected area.
- 4) Provide an agency coordinator to the SEOC as needed during hazardous materials incident responses.

**g. JPSC, Department of Motor Vehicle Enforcement**

- 1) Provide security and traffic control.
- 2) Assist with warning and evacuation, if needed.

**h. Cabinet for Health and Family Services, Department for Public Health**

- 1) Coordinate and assist in obtaining emergency medical services for persons requiring treatment as the result of a pipeline release.
- 2) Coordinate and assist in obtaining required resources including qualified personnel to provide medical assistance in the event of a pipeline release.
- 3) Provide technical guidance in regards to protective actions necessary to safeguard persons potentially affected by the release of hazardous substances from pipeline releases.
- 4) Provide an agency coordinator to the SEOC on a 24 hour 7 day a week basis as needed during hazardous materials incident responses.

**i. Kentucky Department of Agriculture**

- 1) Assist in identification of protective actions to be taken to safeguard the health and safety of the potentially affected animal population during pipeline emergency releases.
- 2) Provide technical guidance on the possible effects on the animal population from the release of hazardous chemicals from pipelines.
- 3) Coordinate the treatment and/or disposition of animals affected by hazardous chemical releases.
- 4) Provide an agency coordinator to the SEOC as needed during hazardous materials incident responses.

**j. Kentucky Office of Homeland Security**

- 1) Provide assistance and support to responding agencies as needed during pipeline responses.
- 2) Coordinate with Federal Agencies in the event of a pipeline release resulting from an act of terrorism.

### **3. Volunteer Organizations**

#### **a. American Red Cross**

- 1) If requested by Federal Emergency Management Agency (FEMA), and agreed upon by the American Red Cross, the agency shall provide shelter, food, and other support services to address the basic human needs of communities, and individuals affected by hazardous materials incidents. Feed emergency workers.

### **IV. REFERENCES**

- A. Kentucky Revised Statutes (KRS) 224.10-100, effective July 15, 1994
- B. Kentucky Revised Statutes (KRS) 224.01-400, effective March 15, 2005
- C. The Pipeline Group – Midwest, Emergency Response Manual for Emergency Response Personnel, 2007

## **OIL AND HAZARDOUS MATERIALS INCIDENT ANNEX B PIPELINE EMERGENCY RESPONSE FOR NATURAL GAS PIPELINES**

### **Primary Agency**

- KY Office of the State Fire Marshal is the Primary Agency for coordination of state response to oil incidents involving natural gas pipeline releases.

### **Support Agencies and Organizations**

- |                                                    |              |
|----------------------------------------------------|--------------|
| • Hazmat One WMD Regional Response Team            | 270-444-8550 |
| • Kentucky Office of the State Fire Marshal        | 800-255-2587 |
| • Kentucky Department for Environmental Protection | 270-898-8497 |
| • Kentucky Division of Emergency Management        | 800-255-2587 |
| • Kentucky National Guard                          | 270-575-7202 |
| • Kentucky Community Crisis Response Board         | 502-607-5781 |
| • Kentucky Transportation Cabinet                  | 270-898-2431 |
| • Kentucky State Police                            | 270-575-7228 |
| • Department of Motor Vehicle Enforcement          | 270-695-6300 |
| • Cabinet for Health and Family Services           | 270-575-7075 |
| • Department of Agriculture                        | 370-575-7162 |
| • Kentucky Office of Homeland Security             | 270-575-9520 |
| • American Red Cross                               | 270-442-3575 |

## **I. PURPOSE**

The purpose of this Annex is to provide a framework for response to incidents involving pipelines that transport natural gas across the Commonwealth

## **II. SITUATION AND ASSUMPTIONS**

### **A. Situation**

1. Pipelines that transport natural gas cross every major region of the state. The diameter and length of the lines are generally dependent upon their function as local distribution lines or as part of an interstate transmission system.

### **B. Assumptions**

1. Natural gas pipeline releases present specialized problems that require response procedures applicable to the threat posed by the gas.

2. Natural gas vapors are lighter than air and dissipate rapidly in the atmosphere.
3. Natural gas may be odorless, tasteless, and colorless - unless odorized.
4. Natural gas may be carried at very high pressures.
5. Natural gas may contain hydrogen sulfide. Hydrogen sulfide is extremely toxic by inhalation. Although hydrogen sulfide has a strong rotten egg smell, exposure to this chemical fatigues the sense of smell. Therefore, smell cannot be counted on to warn of the continued presence of hydrogen sulfide. If there is any reason to suspect hydrogen sulfide is present, do not enter the area without proper protective equipment.
6. The company responsible for transmission through the pipeline has representatives trained and properly equipped to cope with the hazards presented by the particular pipeline involved in a release. Local and state response shall be coordinated with trained company responders.

### **III. TASK ASSIGNMENTS AND RESPONSIBILITIES**

#### **A. Local Responders and Agencies**

1. Call the company owning the pipeline or their delegated representative and report the release and request dispatch of trained company personnel to respond to the release. The dispatcher will need to know the following:
  - Your Name and Title in your organization
  - Call back phone number – Primary and Alternate
  - A location to meet pipeline personnel
  - The location of the release, be as specific as possible – if you have GPS provide coordinates
2. Maintain contact with company personnel until they arrive at the scene and properly identify themselves.
3. Upon arrival at the scene, park vehicles a safe distance from any vapor clouds or fires and shut the engine off. Engines can serve as potential ignition sources for flammable gas. Try to determine wind direction and park in an upwind direction. If the engine of your vehicle stops unexpectedly, do not attempt to restart it until you are certain it did not stop due to lack of oxygen.
4. Stay away from vapor clouds – DO NOT walk into them.

5. Call the Duty Officer at the State EOC (1-800-255-2587) and report the release.
6. Call the Office of the State Fire Marshal (1-502-573-1702) and report the release.
7. If a railroad passes through the release area, contact the railroad and request they stop movement of trains through the area until notified that the area is safe.
8. Secure the perimeter and keep non-emergency personnel out of the area. Provide medical care to those who need it. Move non-responders in the danger zone to an upwind location.
9. Eliminate all sources of ignition such as engines, electric motors, pilot lights, burn barrels, and smoking materials. Non-intrinsically safe communication devices may also act as ignition sources.
10. Do not attempt to extinguish any primary fire source until pipeline personnel arrive and direct this action. Perimeter fires may be extinguished at responder discretion.
11. Implement protective action including sheltering-in-place or evacuation as recommended by the Incident Command Staff at the scene. It may be necessary to alert affected residents by knocking from door to door or using loud speakers as the use of doorbells or telephones may provide an ignition source. If ignition of a gas release is a concern, affected residents shall be advised against using electrical devices.

## **B. State Agencies**

### **1. Primary Agency**

#### **a. Office of State Fire Marshal (OFSM)**

- 1) In coordination with pipeline personnel and local responders, the Office of the State Fire Marshal shall assign duties and responsibilities among state cabinets and agencies and coordinate with local responders and federal agencies to facilitate completion of OFSM's regulatory responsibilities.

- 2) Provide for efficient, coordinated, and effective action to minimize damage to the property, and threat to the citizens of the Commonwealth caused by the release or threatened release from pipelines carrying hazardous substances; such actions shall include identification of potential fire and explosive threats.
- 3) Provide technical guidance and coordination, as needed for fire suppression efforts.
- 4) Provide an agency coordinator to the SEOC on a 24 hour 7 day a week basis during response to pipeline releases.

## **2. Supporting Agencies**

### **a. Division of Emergency Management**

- 1) Activate the State EOC when necessary and request a coordinator from each involved agency to report to the EOC.
- 2) KyEM Area Managers shall facilitate on-scene coordination of agencies and pipeline company personnel involved in the management of pipeline incidents.
- 3) KyEM Area Managers shall act as Liaison Officer(s) between on-scene primary and supporting agencies and pipeline company responders and KYEM personnel at the State EOC.
- 4) Notify the Governor, or acting Governor, if the situation may have a major impact on the population of the area.
- 5) Provide liaison with the Kentucky National Guard.
- 6) Notify the Federal Emergency Management Agency, Region IV if the scope of the operation shall require participation of federal agencies.
- 7) Provide public information support through provision of a Public Information Officer and assistants as needed to coordinate all on-scene public information and act as spokesperson(s) for responding state agencies. The state PIO(s) shall provide liaison with on-scene news media, and shall promptly relay from the incident scene specific facts essential for accurate dissemination of emergency information at the State EOC level.
- 8) Notify the Kentucky Department of Homeland Security for pipeline releases resulting from acts of terrorism.



**b. Kentucky Army and Air National Guard**

- 1) Provide security and manpower support as requested by responding agencies.
- 2) Provide emergency communications as requested.
- 3) Provide a representative to the SEOC as requested during hazardous materials incident responses.

**c. Kentucky Community Crisis Response Board (KCCRB)**

- 1) Provide behavioral health services to individuals, communities and responders as needed.
- 2) Provide an agency coordinator to the SEOC as needed during hazardous materials incident responses.

**d. Kentucky Transportation Cabinet (KYTC), Division of Highways**

- 1) Coordinate with the State Police and IC to close roads and redirect traffic as needed in the area of a pipeline release.
- 2) Provide intrinsically safe equipment such as flashing lights, warning lights, cones, signs, or other traffic control devices, as required.
- 3) Under the supervision of the E&PPC Cabinet, assist in the diversion of liquids from streams and sewers by means of cofferdams, trenches, or other structural devices.
- 4) Provide an agency coordinator to the SEOC on a 24 hour 7 day a week basis as needed during hazardous materials incident responses.

**e. Justice and Public Safety Cabinet (JPSC), Kentucky State Police**

- 1) Coordinate with the Kentucky Transportation Cabinet and the IC to identify road closures and traffic rerouting as needed in the area of a pipeline release.
- 2) Provide emergency police services as necessary, including traffic control, securing and protecting of samples, and perimeter control.
- 3) Assist in dissemination of warnings or evacuations in the affected area.

- 4) Provide an agency coordinator to the SEOC as needed during hazardous materials incident responses.

**f. JPSC, Department of Motor Vehicle Enforcement**

- 1) Provide security and traffic control.
- 2) Assist with warning and evacuation, if needed.

**g. Cabinet for Health and Family Services, Department for Public Health**

- 1) Coordinate and assist in obtaining emergency medical services for persons requiring treatment as the result of a pipeline release.
- 2) Coordinate and assist in obtaining required resources including qualified personnel to provide medical assistance in the event of a pipeline release.
- 3) Provide technical guidance in regards to protective actions necessary to safeguard persons potentially affected by the release of natural gas from pipelines.
- 4) Provide an agency coordinator to the SEOC on a 24 hour 7 day a week basis as needed during natural gas pipeline response.

**h. Department of Agriculture**

- 1) Assist in identification of protective actions to be taken to safeguard the health and safety of the potentially affected animal population during pipeline emergency releases.
- 2) Provide technical guidance on the possible effects on the animal population from the release of natural gas from pipelines.
- 3) Coordinate the treatment and/or disposition of animals affected by natural gas releases.
- 4) Provide an agency coordinator to the SEOC as needed during hazardous materials incident responses.

**i. Kentucky Office of Homeland Security**

- 1) Provide assistance and support to responding agencies as needed during pipeline responses.

- 2) Coordinate with Federal Agencies in the event of a pipeline release resulting from an act of terrorism.

### **3. Volunteer Organizations**

#### **a. American Red Cross**

- 1) If requested by Federal Emergency Management Agency (FEMA), and agreed upon by the American Red Cross, the agency shall provide shelter, food, and other support services to address the basic human needs of communities, and individuals affected by n incidents. Feed emergency workers.

## **IV. DIRECTION AND CONTROL**

Direction and control will be maintained as outlined in ESF-10.

## **V. REFERENCES**

- A. Kentucky Revised Statutes (KRS) 227.220, effective July 15, 1996
- B. The Pipeline Group – Midwest, Emergency Response Manual for Emergency Response Personnel, July 9, 2007

## **OIL AND HAZARDOUS MATERIALS INCIDENT ANNEX C EMERGENCY RESPONSE TO EVENTS INVOLVING RADIOLOGICAL MATERIALS**

### **RADIOLOGICAL EVENT OPERATIONS**

#### **Primary Agency(s)**

- In compliance with Nuclear Regulatory Commission (NRC) requirements, the Commonwealth of Kentucky has designated the Cabinet for Health and Family Services (CHFS) Radiation Health Branch as the State Radiation Control Agency. CHFS has been granted this authority under Kentucky Revised Statute (KRS) 211.842.
- As the Radiation Control Agency for the Commonwealth of Kentucky, the Radiation Health Branch shall be the primary state agency for coordination of response to hazardous materials events involving radiological material.
- The Radiation Health Branch is designated as the Authority Having Jurisdiction (AHJ) as defined in the Proposed ASTM E54.02.05 (Practice Standard for Radiological Emergency Response) for all radiological events except those involving improvised nuclear devices or nuclear weapons which are outside the scope of the proposed Practice Standard.

The Radiation Health Branch shall also be the primary state agency for coordination of response to events involving the release of radiological material from a weapon of mass destruction (WMD) or as the result of a criminal or terrorist act. The Radiation Health Branch shall coordinate the state response with the federal coordinating agency when additional technical expertise is required or when the event surpasses available state resources. The United States Department of Homeland Security (DHS) shall be responsible for the overall coordination of Federal emergency response. In the event that a radiological event previously believed unrelated to a terrorist act is later determined to be the result of an act of terrorism, the DHS shall be notified as soon as possible.

Radiological incidents at the Paducah Gaseous Diffusion Plant (PGDP) are discussed in the Paducah Gaseous Diffusion Incident Annex.

Definitions of terms used in this Incident Annex are contained in Appendix A of the Annex.

## **Support Agencies and Organizations**

|                                                         |              |
|---------------------------------------------------------|--------------|
| • Hazmat One WMD Regional Response Team                 | 800-255-2587 |
| • Office of the State Fire Marshal                      | 502-573-1695 |
| • Kentucky Division of Emergency Management             | 800-255-2587 |
| • Kentucky National Guard                               | 270-575-7202 |
| • Kentucky Community Crisis Response Board (KCCRB)      | 888-522-7228 |
| • Kentucky Transportation Cabinet, Division of Highways | 270-898-2431 |
| • Kentucky State Police                                 | 270-575-7228 |
| • JPCS, Department of Motor Vehicle Enforcement         | 502-695-6300 |
| • Department for Public Health                          | 270-444-9625 |
| • Department of Agriculture                             | 270-554-9502 |
| • Kentucky Office of Homeland Security                  | 270-554-9520 |
| • American Red Cross                                    | 270-442-3575 |

## **PURPOSE**

The purpose of this Incident Annex is to provide a framework for coordinated and effective state, local, federal and private sector efforts in reducing or removing the danger posed to public health, safety and the environment from hazardous material events involving radiological materials. This Incident Annex shall be used in conjunction with ESF 10 (Oil and Hazardous Materials Response Annex) and ASTM E54.02.05 the proposed Practice Standard for Radiological Emergency Response (proposed Practice Standard) to establish a framework to guide response activities that shall meet the needs of any accident victims, provide security to the event site, and limit the exposure of responding personnel to a level which is the lowest reasonably achievable and in compliance with the recommended critical dose rate as stated and defined in the proposed Practice Standard.

## **I. SITUATION AND ASSUMPTIONS**

### **A. Situations**

1. Radiological events require immediate action to secure the hazard area and to prevent unnecessary exposure to ionizing radiation.
2. Emergency response involving radiological hazards requires specialized knowledge, equipment and training.
3. The release of radioactive material may be either accidental or intentional.  
Emergency response to releases of radiological material resulting from the use

of improvised nuclear devices or nuclear weapons are not included in the scope of the proposed Practice Standard.

4. Radiological incidents involving weapons of mass destruction and/or acts of terrorism shall be coordinated with federal response agencies as the need for additional technical expertise is required or as state available resources are exceeded. The directives of the Coordinating Federal Agency shall supersede all local laws, regulations, directions, and policies.
5. The widespread use of radioactive materials in our society creates the potential for accidents. The following are examples of accidental radiological events: release at a medical or research facility or at a construction site; release in transport; breach in package; inappropriate packaging for the material; readings above transport index; package containing radiological material that is involved in a fire; malfunctioning radiography source; accidents involving radioactive waste; transportation accidents involving uranium products in the form of uranium hexafluoride or tetrafluoride used at the Paducah DOE Gaseous Diffusion Plant.
6. In the event of a transportation accident involving materials being shipped by, for, or to the Department of Defense the Duty Officer at the State EOC shall be contacted and shall in turn contact the U.S. Army Operations Center at **703-697-0218** (call collect) for incidents involving explosives and ammunition.
7. The Practice Standard classifies events involving radiological materials as either incidents or emergencies. The Incident Commander (IC) or Unified Command (UC) shall make the determination of the appropriate classification of the event.
8. An incident is defined as a situation where no life safety or protection of the environment or property is part of the event, however it is acknowledged by the IC or UC that the potential need for such actions exists. An emergency is defined as a situation in which the IC or UC make the determination that protection of life, the environment or property is necessary.
9. In the event of a radiological event at the Paducah Gaseous Diffusion Plant the Emergency Management Plan for the Plant shall be used as outlined in the Paducah Gaseous Diffusion Plant Incident Annex.

## **B. Assumptions**

1. The Radiation Health Branch of the Cabinet for Health and Family Services (referred to as "Radiation Health") is the Primary Agency responsible for coordinating state response efforts for hazardous materials incidents involving

radioactive materials except for those incidents involving weapons of mass destruction and/or terrorist acts.

2. All transporters of radiological material above a specific activity level are required by law to report to the "governor's designated representative" their intention to transport this material within or across the Commonwealth. The terms specific activity and governor's designated representative are defined in Appendix A to ESF 10. The Nuclear Regulatory Commission (NRC) recognizes the Radiation Health Branch of the Cabinet for Health and Family Services as the State Radiation Control Agency and the manager of the Radiation Health Branch has been designated by the NRC as the "governor's designated representative".
3. The Radiation Health Branch Emergency Response Teams (Radiation Health Team) shall be available to respond to events involving the release or possible release of radiological material.
4. The Radiation Health Team is trained and properly equipped to determine the extent of the radiation threat posed by the release or possible release of radiological material.
5. The Radiation Health Team shall conduct their emergency response in accordance with the procedures provided in the "**Radiation Health Branch Incident Response Plan**" (the Response Plan). These procedures are compliant with the proposed Practice Standard .
6. The Response Plan has been developed by the Radiation Health Branch as an emergency response tool. The Response Plan identifies Defensive and Offensive Operations to be undertaken to evaluate, contain, and mitigate a release of radiological material while providing for the safety of responders and the public. The Plan also identifies Offensive Operations to be undertaken in the hot zone to reduce or minimize exposure to radiation or radioactive material.
7. Site specific factors shall be incorporated into the Plan to make it applicable at the scene of any radiological incident or emergency response.

## II. CONCEPT OF OPERATIONS

- A. The Operations Manager at the State EOC (1-800-255-2587) shall be notified by the "governor's designated representative" or his/her designee of the conveyance of radioactive material across the Commonwealth required to be tracked by satellite or both tracked and escorted by the Radiation Health Team. The NRC has designated the Manager of the State Radiation Control Program as the "governor's designated representative"

- B. Radiation Health shall provide the Operations Manager at the State EOC a list with the names and 24 hour contact numbers for the individuals designated for response to radiological events.
- C. Initial responders to a radiological event shall seal off the perimeter of a release or potential release of radiological material and not enter the area unless required for life safety until the Radiation Health Team has determined the hazard level posed by the event and the type of PPE required for entry, if allowable, into the area of the release.
- D. Initial responders shall contact the Duty Officer at the State EOC and report that an event involving radiological material has occurred.
- E. The Duty Officer shall use the contact list provided by the Radiation Health Branch to notify the designated response personnel of the event and request response by the Radiation Health Team.
- F. Initial responders shall hold all people who may be, or are suspected of being, exposed to radiation in a specified location within the event area until the Radiation Health Team personnel arrives with proper monitoring equipment to evaluate these persons for possible contamination. Exposed persons, except those with life threatening injuries, must be checked with a radiation survey instrument for radioactive contamination before being allowed to leave the scene.
- G. If injured persons must be transported to a medical facility or hospital BEFORE a radiological emergency team or a physician knowledgeable in radiological health arrives, ambulance and other transporting vehicle personnel and the receiving facility shall be informed of the injured persons' possible exposure to radiation.

### **III. TASK ASSIGNMENTS AND RESPONSIBILITIES**

#### **A. Initial Responders regardless of affiliation**

##### **1. Prior to the determination of radiation exposure levels:**

- a. Notify the Duty Officer at the State EOC (1-800-255-2587) of an event involving the release or potential release of radiological material. In the event of a transportation accident, the Duty Officer shall be aware of any radiological material being transported that has radiation levels requiring satellite tracking but not requiring escort.
- b. Determine an initial perimeter of the suspected effected area. The Emergency Response Guidebook (ERG), placards, shipping papers,



manifests, licenses, certifications, and available technical expertise may be sources of information on which to base this determination. The ERG recommends an initial isolation zone of 1000 feet for many radiological materials.

- c. Secure the initial perimeter and prevent entry of any non-emergency personnel.
- d. If evaluation of available information (eg. manifests, Material Safety Data Sheets, labeling) indicates low possibility of exposure to damaging radiation, or if properly equipped with a positive pressure Self Contained Breathing Apparatus (SCBA) and structural firefighters' protective clothing, enter the scene to rescue injured or trapped persons and remove them from the area.
- e. Hold persons who have potentially been exposed to radiation in a designated area on-site until cleared by Radiation Health to leave the site unless immediate transport of the person is critical.
- f. Detour pedestrian and vehicular traffic around the perimeter.

## **2. Upon arrival of Radiation Health Team:**

- a. The Radiation Health Team shall coordinate activities with the IC or UC, and assume control of technical operations if a danger of exposure to radiation is determined.
- b. The Radiation Health Team shall define the hot zone boundary using the low and maximum dose rate and surface contamination levels established in the Response Plan.
- c. If surface contamination is present the IC or UC and defensive operation responders shall be staged to minimize exposure to loose contamination.
- d. The Radiation Health Team shall supervise the setup of the decontamination station(s) in conformance with the decontamination protocols in the Response Plan. The decontamination station shall be established prior to the entry of responders into the hot zone.

## **B. Local Government**

- 1. In case of a radiological event local officials shall confirm that the on-scene responders have contacted the Duty Officer at the State EOC and made an incident report and that the Duty Officer has assigned an incident number to the

event. Although it is the Duty Officer's responsibility with the Operations Manager's approval to request mobilization of the Radiation Health Team, the Team shall not be dispatched unless an incident report number is provided.

2. Implement protective action including sheltering-in-place or evacuation as recommended by the Radiation Health Branch or other qualified medical personnel.
3. Based on the severity of the event activate the County EOC to which all local agencies involved in the response shall dispatch a representative to act on behalf of their agency.
4. Provide assistance to state and federal responders as requested.

### **C. State Government**

#### **1. Primary Agency**

##### **a. Health and Family Services Cabinet Department of Public Health, Radiation Health Branch**

- 1) The Radiation Health Branch of the Health and Family Services Cabinet (referred to as "Radiation Health") is the Primary Agency responsible for coordinating state response efforts for incidents involving radioactive materials. The Radiation Health Branch shall be the Authority Having Jurisdiction (AHJ) as defined in the proposed Practice Standard.
- 2) Provide the technical expertise and equipment needed to quantify the hazard resulting from a release or potential release from a radiological source.
- 3) Verify the perimeter set by the initial responders and adjust the perimeter as needed to protect responders and the general public from radiological hazards.
- 4) In cooperation with other technical experts, assess the impact on public health and safety from the radiological hazard and determine the protective actions to be employed to safeguard the potentially affected population.

- 5) Prepare or Update the Site Safety Plan to accurately reflect the radiation exposure levels and hazards to responders and the general public from the radiological event.
- 6) Oversee the preparation of an event specific Response Plan that shall incorporate event specific conditions into the existing Response Plan.
- 7) Coordinate the securing of decontamination equipment and personnel needed for on-scene response, and certify that all contamination is contained.
- 8) Provide information when needed to the State EOC for release to the media and general public through the KYEM PIO.
- 9) Operate as state primary agency and liaison to federal agencies for radiological incidents involving WMDs or terrorist acts.
- 10) Provide an agency coordinator to the State Emergency Operations Center (SEOC) on a 24 hour 7 day a week basis as needed during radiological materials incident responses.

## **2. Supporting Agencies**

### **a. Cabinet for Health and Family Services Department for Public Health, Radiation Health Branch Support**

- 1) Coordinate and assist in obtaining emergency medical services for persons requiring treatment as the result of exposure to radioactive material.
- 2) Provide technical guidance in regards to protective actions necessary to safeguard persons potentially affected by the release of radioactive substances.
- 3) Coordinate with the Radiation Health Branch and on-scene responders to develop a Radiation Exposure Registry for person exposed to radiation as a result of the incident.
- 4) Provide an agency coordinator to the SEOC on a 24 hour 7 day a week basis as needed during hazardous materials incident responses.

### **b. Environmental and Public Protection Cabinet, Department for Environmental Protection**

- 1) The DEP shall perform its duties to provide for efficient, coordinated, and effective action to minimize damage to the air, land, and waters of the Commonwealth caused by the release of the non-radiological hazardous materials to the extent that such actions shall not expose DEP or contracted personnel to elevated levels of radiation. Such actions shall include containment, cleanup, and disposal procedures for hazardous materials not contaminated by radiation.
- 2) If non-radiological hazardous materials are released in conjunction with radiological materials, the DEP-Environmental Response Team shall coordinate response to the non-radiological materials in cooperation with the Radiation Health Branch Team and the Office of the State Fire Marshal.
- 3) In coordination with the Office of the State Fire Marshal, and federal and local agencies, DEP shall assign duties and responsibilities among state cabinets and agencies to facilitate completion of DEP's regulatory responsibilities.
- 4) In conjunction with the Radiation Health Team and other technical advisors establish procedures and techniques for identifying, containing, removing, and disposing of materials impacted by a release of radiological material.
- 5) Assist in the identification, procurement, maintenance, and storage of equipment and supplies needed to reduce or eliminate the threat to the environment caused by a release or threatened release of radiological material.
- 6) Assist in the contracting and coordination of persons trained, prepared, and available to provide the necessary services to carry out the environmental objectives identified in the Response Plan.
- 7) Provide air monitoring and water sampling services as needed at radiological events.
- 8) Provide an agency coordinator to the SEOC on a 24 hour 7 day a week basis as needed during hazardous materials incident responses.

**c. Kentucky Department of Military Affairs, Division of Emergency Management**

- 1) The KyEM Duty Officer with the authorization of the Operations Manager at the EOC shall request the dispatch of the Radiation Health

Team by contacting the individuals on the list provided by the Radiation Health Branch.

- 2) The KyEM Duty Officer shall maintain a record of all tracked and tracked plus escorted radiological shipments transported through the Commonwealth. The information for this record shall be supplied by the Radiation Health Branch.
- 3) Activate the State EOC when necessary and request a coordinator from each involved agency to report to the EOC.
- 4) Provide senior level personnel to facilitate on-scene coordination of agencies involved in the management of radiological materials events
- 5) Provide senior level personnel to act as Liaison Officer(s) between on-scene primary and supporting agencies and KYEM personnel at the State EOC.
- 6) Notify the Governor, or acting Governor, if the situation may have a major impact on the population of the area.
- 7) Provide liaison with the Kentucky Army and Air National Guard.
- 8) Provide public information support through provision of a Public Information Officer and assistants as needed to coordinate all on-scene public information and act as spokesperson(s) for responding state agencies. The state PIO(s) shall provide liaison with on-scene news media, and shall promptly relay from the incident scene specific facts essential for accurate dissemination of emergency information at the state EOC level.
- 9) In the event of a radiological event caused by a WMD or terrorist act and in consultation with the Radiological Health Branch facilitate local and state response with Federal Agencies if requested by these agencies.

**c. Kentucky Army and Air National Guard**

- 1) Upon activation, the National Guard's 41<sup>st</sup> WMD-Civil Support Team (CST) shall assist the Radiation Health Branch Team in monitoring, identification and quantification of the radiological hazard.
- 2) The Kentucky National Guard shall provide security and manpower support as requested by responding agencies.

- 3) The Kentucky Air National Guard shall provide air support services as requested by the IC and UC for response at radiological events.
- 4) The Kentucky Army and Air National Guard shall provide a representative to the SEOC as requested during radiological materials event responses.
- 5) In the event of a radiological incident caused by a WMD or terrorist act the Kentucky Army and Air National Guard shall provide support to federal civilian and military agencies as requested by these agencies.

**d. Kentucky Community Crisis Response Board (KCCRB)**

- 1) Provide behavioral health services to individuals, communities and responders as needed.
- 2) Provide an agency coordinator to the SEOC as needed during radiological materials incident responses.

**e. Environmental and Public Protection Cabinet, Office of State Fire Marshal**

- 1) If non-radiological hazardous materials are released in conjunction with radiological materials, the Office of the State Fire Marshal shall help coordinate response to the non-radioactive materials incident in cooperation with the Radiation Health Team and the DEP.
- 2) Provide technical guidance in the identification of the non-radiological product spilled at incidents involving both radiological and non-radiological hazardous materials.
- 3) Provide technical guidance and coordination, as needed for fire suppression efforts.
- 4) Provide technical guidance in the assessment of the structural integrity of containers involved in hazardous material incidents to the level that such assessment does not result in exposure of Fire Marshal or other response personnel to elevated levels of radiation.
- 5) Participate in the development of strategies and coordinate activities required for product recovery from non-radiological containers damaged during incidents involving radiological and non-radiological

hazardous materials.

- 6) Provide an agency coordinator to the SEOC on a 24 hour 7 day a week basis as needed during hazardous materials incident responses.

**f. Kentucky Transportation Cabinet (KYTC) Department of Highways**

- 1) Coordinate with the State Police and IC to close roads and redirect traffic as needed in the area of a radiological materials incident.
- 2) Provide equipment, flashing lights, warning lights, cones, signs, or other traffic control devices, as required.
- 3) Assist in debris clean-up of non-cargo items after the area has been decontaminated and/or declared safe by the Radiation Health Team and the Safety Officer.
- 4) Provide an agency coordinator to the SEOC on a 24 hour 7 day a week basis as needed during hazardous materials incident responses.

**g. Justice and Public Safety Cabinet (JPSC) Kentucky State Police**

- 1) Coordinate with the Kentucky Transportation Cabinet and the IC to identify road closures and traffic rerouting as needed in the area of radiological materials incidents.
- 2) Provide emergency police services as necessary, including traffic control, securing and protecting of samples, and perimeter control.
- 3) Assist in dissemination of warnings or evacuations in the affected area.
- 4) Provide an agency coordinator to the SEOC as needed during hazardous materials incident responses.

**h. JPSC, Department of Motor Vehicle Enforcement**

- 1) Provide security and traffic control.
- 2) Assist with warning and evacuation, if needed.

**i. Department of Agriculture**

- 1) Provide technical guidance on the possible effects on the animal population and agricultural operations from the release of radiological

materials.

- 2) Coordinate the treatment and/or disposition of animals and agricultural products affected by radiological releases.
- 3) Provide an agency coordinator to the SEOC as needed during radiological materials incident responses.

**j. Kentucky Office of Homeland Security**

- 1) Provide assistance and support to state and local responding agencies during radiological releases not resulting from WMDs and/or terrorist acts.
- 2) Coordinate with the United States Department of Homeland Security to provide state response to radiological releases caused by WMDs and/or acts of terrorism.

**3. Federal Government**

- a. Provide coordination and oversight for radiological material incidents stemming from the use of WMDs and/or acts of terrorism as required by law and as requested by the Radiation Health Branch.
- b. Coordinate with state and local responders to protect the health and safety of the people of the Commonwealth from exposure to radiation caused by the release of radiological materials from WMDs and/or terrorism.

**4. Volunteer Organizations**

**a. American Red Cross**

If requested by FEMA and agreed to by the American Red Cross, the Red Cross shall:

- 1) Provide shelter, food, and other support services to address the basic human needs of communities, and individuals affected by hazardous materials incidents. Feed emergency workers.
- 2) Set up a hot-line or other means of handling inquiries from concerned family members outside the disaster area.



- 3) Provides blood and blood products to victims, and help those affected by a hazardous material incident to access other available resources.

#### **IV. REFERENCES AND AUTHORITIES**

- Radiation Health Branch Radiological Incident Response Plan
- 10 CFR parts 71, 73.
- 49 CFR part 107, 171 through 180
- KRS 211 (#842-852)
- Practice Standard for Radiological Emergency Response (Proposed ASTM E54.02.05)
- Department of Transportation Emergency Response Guidebook (2004)

## DEFINITIONS (FROM ASTM E54.02.05)

**Action Levels:** Levels of concern at which a decision must be made.

**Accidental:** A situation in which failure of a containment system has occurred. This may be due to poor housekeeping at an industrial site, poor maintenance of containment systems, and/or misfortune during transport.

**Analyze:** The process of identifying a hazardous materials/WMD problem and determining likely behavior and harm within the training and capabilities of the emergency responder. (NFPA 472)

**Authority Having Jurisdiction (AHJ):** The organization, office, or individual responsible for approving equipment, materials, an installation, or a procedure. NFPA 472)

**As Low As Reasonably Achievable (ALARA):** Making every reasonable effort to maintain exposures to radiation as far below established dose limits as is practical, consistent with the purpose for which the activity is undertaken, taking into account the state of technology, the economics of improvements in relation to state of technology, the economics of improvements in relation to benefits to the public health and safety, and other societal and socioeconomic considerations, and in relation to utilization of nuclear energy and licensed materials in the public interest. (10 CFR 20.1003)

**Critical Dose Rate:** Dose rate beyond which emergency response is not recommended for rescue operations unless the IC determines response can be carefully controlled for a short duration for life saving operations only.

**Decision Points:** The level of action which identifies dose rate or dose that may influence the responder's assessment of conditions found.

**Decontamination:** The reduction or removal of contaminating radioactive material from a structure, area, object, or person to the extent necessary to limit the occurrence of foreseeable adverse health effects.

**Defensive operation(s):** Measures taken from a safe distance to prevent exposure to radiation or to contain the release of radioactive material without actually trying to stop the release.

**Emergency:** situation in which the general public and property are exposed to radiation above typical background levels and/or the general public and property are contaminated with radioactive material. Incident commander makes the determination that protection of life or property is necessary. The emergency may involve offensive

operations in addition to defense operations.

**Emergency Decontamination;** A hasty removal of contaminants, this may employ a fire attack line for a quick wash down or the use of a body of water such as a pool. If containment of the run off is not a concern, life safety is the primary objective.

**Emergency Operations Center (EOC):** The physical location at which the coordination of information and resources to support incident management activities that take place. An EOC may be a temporary facility or in a permanently established location in a jurisdiction. EOCs may be organized by functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., federal, state, regional, county, city, tribal), or some combination thereof. (U.S. Department of Homeland Security, National Incident Management System, March 1, 2004.) Another option in EOC organization is the designation of Sections. Those include Management, Operations, Planning, Logistics and 16 Finance/Administration as used in Incident Command.

**Emergency Responder:** Local and nongovernmental police, fire, and emergency personnel who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101), as well as emergency management, public health, clinical care, public works, and other skilled support personnel.

**Evaluation:** The process of assessing or judging the effectiveness of a response operation or course of action within the training and capabilities of the emergency responder. (NFPA 472-2008)

**Event:** The accidental or intentional loss or release of radioactive material to the environment, or use of a source of radiation for the purpose of harming the health or safety of the public. The Incident commander makes the determination if the Radiological Event shall escalate to a Radiological Incident or Emergency. Adapted from "GUIDANCE FOR PROTECTIVE ACTIONS FOLLOWING A RADIOLOGICAL TERRORIST EVENT" Position Statement of the Health Physics Society, Adopted: January 2004, Contact: Richard J. Burk, Jr., Executive Secretary.

**Fixed Facility:** Any building, structure, installation, equipment, pipe or pipeline (including any pipe into a sewer or publicly owned treatment works), well, pit, pond, lagoon, impoundment, ditch, storage container, motor vehicle, rolling stock, or aircraft, or any site or area where a hazardous substance has been deposited, stored, disposed of, or placed, or otherwise come to be located; but does not include any consumer product in consumer use or any water-borne

vessel. (OSHA 1910.120)

Guidance: A document that is advisory or informative in nature and that contains only nonmandatory provisions. A guide may contain mandatory statements such as when a guide can be used, but the document as a whole is not suitable for adoption into law. (adapted from NFPA 1)

Hot Zone: The control zone immediately surrounding a hazardous materials incident, which extends far enough to prevent adverse effects from hazardous materials releases to personnel outside the zone. (NFPA 472)

Hot Zone boundary: The line of demarcation that may become a decision point at an actionable level

Incident: situation in which the potential exists for the general public and property to be exposed to radiation above typical background levels and/or the potential exists for the general public and property to be contaminated with radioactive material. Incident commander makes the determination that no life safety is comprised. The incident requires defensive operations only.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. (NFPA 472)

Intentional Release: A criminal or unlawful act that shall cause the discharge of a radiological material

Investigation: A process to determine the cause of an incident and the person(s) responsible. The investigation includes gathering forensic evidence used to support the investigation, documenting facts or collecting direct, circumstantial, physical or trace evidence necessary to successfully identify, capture and prosecute suspects for a violation of criminal law.

Improvised Nuclear Device: A device made of weapons grade uranium and/or plutonium and capable of producing a low-yield nuclear detonation

Jurisdiction: A range or sphere of authority. Public agencies have jurisdiction at an incident within their area of responsibility. Jurisdictional authority at an incident can be political, geographic (e.g., city, county, tribal, State, or Federal boundary lines) or functional (e.g., law enforcement, public health). (U.S. Department of Homeland Security, National Incident Management System, March 1, 2004.)

Low Dose Rate: Maximum dose rate for establishing the outer boundary of the Hot Zone.

**Life Safety Operations:** The functions which bring the incident under Life Safety Operations: The functions which bring the incident under control or the removal of victims from the hazard in order to safe guard the well being of such victims.

**Multiagency Coordination System:** A system that provides the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The multiagency coordination system includes facilities, equipment, EOCs, personnel, procedures, and communications. They assist agencies and organizations to fully integrate NIMS. (U.S. Department of Homeland Security, FEMA, Multiagency Coordination Systems 1 (IS-701), Independent Study, 2 October 2006.)

**Offensive operation(s):** Measures actively taken, usually within the Hot Zone, to reduce or minimize exposure to radiation and/or radioactive material.

**On Scene Indicators:** These are the clues that denote potential hazardous conditions. This may be a container, a placard or site assessment/surveys.

**Personal protective equipment (PPE) -** Equipment that includes protection for eyes, face, head and extremities; protective clothing, respiratory devices, and shields and barriers. This is needed because of the hazards of processes or environment; chemical or radiological hazards; or mechanical irritants that may cause injury or impairment in the function of any part of the body.

**Planning:** A Plan is developed by the authority having jurisdiction, with the cooperation of all participating agencies and organizations, that details specific actions to be performed by all personnel who are expected to respond during an emergency.(NFPA 472-2008)

**Preservation of evidence:** Intentional steps taken to protect items of evidentiary value until they can be properly documented and collected for further analysis.

**Protective Action Measures:** Any measures taken to minimize the impact, or potential impact, of a hazardous material to the environment, public, or emergency responder.

**Protocol –** an operational procedure that the community builds from standard practice and guidance

**Radiological Dispersal Device (RDD):** A device designed and intended to disperse radioactive material for malicious purposes, typically through the use of a conventional explosive.

**Radiological Exposure Device (RED):** A device designed and intended to cause unknowing individual(s) to be exposed to ionizing radiation typically through the use of an unshielded radioactive source

**Radiological Incident:** situation in which the potential exists for the general public and property to be exposed to radiation above typical background levels and/or the potential exists for the general public and property to be contaminated with radioactive material.

**Roentgen (R)** (include mR – milliR = 1/1000 R): A unit of exposure to ionizing radiation. It is the amount of gamma or x-rays required to produce ions resulting in a charge of 0.000258 coulombs/kilogram of air under standard conditions. Named after Wilhelm Roentgen, the German scientist who discovered x-rays in 1895. (From NRC website: <http://www.nrc.gov/reading>)

**Roentgen per hour (R/hr):** A unit used to express the rate of exposure per unit of time  
**REM - (Roentgen Equivalent Man)** is a unit used to express all types of ionizing radiations on a common scale to indicate relative biological effects. The dose in rems is obtained by multiplying the dose in rads by the relative biological effectiveness (Quality Factor) of the radiation. For example, beta radiation has a quality factor of 1; therefore, a beta dose of 1 rad would be equivalent to 1 rem ( $1 \text{ rad} \times \text{QF} = \text{rem}$ ).

**Secondary Threats:** Any object or person(s) designed to cause harm to persons responding to an incident (first responders) or to increase the amount of civilian casualties. The threat could be any incendiary, explosive or energetic device present at the incident. Secondary threats are normally designed to cause harm after persons have responded to the scene.

**Strategic Operations:** A long term plan to achieve a specific goal (i.e., offensive vs. defensive operations)

**Tactical Operations:** The small scale action or individual actions that serve a larger strategic purpose (i.e., monitor to determine hot zone)

**Technical Decontamination:** The deliberate removal of contaminants from equipment and/or personnel in which life safety may/or may not be of high concern.

**Termination:** The finite end of life safety, and investigative work, turning over to a legitimate contractor for clean up. This shall include a briefing of the hazards present and the conditions found.

**Tools -** All resources needed to assist those who shall respond to an event involving radioactive materials. Resources include, but are not limited to: personnel, teams, facilities, equipment, supplies, processes and systems

TRACEM: The acronym for additional hazards which may be found at an event, Toxic, Radiological, Asphyxiant, Chemical, Etiological, and Mechanical harms

Total Accumulated Dose: The sum of the dose accumulated to an individual during response that can be estimated from dosimetry used during an event, but does not include the internal committed effective dose equivalent. Total Effective Dose Equivalent (TEDE): The sum of the deep-dose equivalent (for external exposures) and the committed effective dose equivalent (for internal exposures).

Zone. The boundary which designates the area of concern for action levels, decision points, decontamination, staging, and/or entry work

## **EMERGENCY SUPPORT FUNCTION # 11 - AGRICULTURE AND NATURAL RESOURCES**

### **PRIMARY COORDINATOR**

ESF 11 Coordinator is the McCracken County UK Agriculture Extension Agent.

### **LOCAL SUPPORT**

|                                                              |              |
|--------------------------------------------------------------|--------------|
| McCracken County Judge/Executive                             | 270-444-4707 |
| McCracken County Animal Control                              | 270-444-8550 |
| McCracken County Road Department                             | 270-442-9163 |
| McCracken County Health Department                           | 270-444-9625 |
| UK McCracken County Agriculture Extension Service            | 270-554-9520 |
| Local Veterinary Personnel      270-665-9146 (large animals) | 270-554-0171 |

### **LOCAL RESOURCE**

|                                       |              |
|---------------------------------------|--------------|
| McCracken County Sheriff's Department | 270-444-4719 |
| McCracken County Finance Office       | 270-444-4725 |

### **STATE RESOURCE**

|                                                    |              |
|----------------------------------------------------|--------------|
| American Red Cross                                 | 270-442-3575 |
| Kentucky National Guard                            | 270-575-7202 |
| Kentucky Division of Emergency Management          | 800-255-2587 |
| Kentucky Department of Fish and Wildlife Resources | 800-858-1549 |

*(Not all agencies are listed under this section, as it would vary and be difficult to include all agencies that could be affected by the impact of a disaster. This ESF will expand/collapse as needed during an incident.)*

## **I. PURPOSE**

To establish the basic roles and responsibilities for Emergency Support Function 11 – Agriculture (ESF 11) for the control and eradication of an outbreak of a highly contagious or economically devastating animal/zoonotic disease, highly infective exotic plant disease, or economically devastating plant pest infestation and/or natural disaster.



## **II. SITUATIONS AND ASSUMPTIONS**

### **Common Activities**

- A. The direct impact on productivity, exporting animal products, feeding of animals (pets, livestock and wildlife), sheltering of animals and medical care for domestic animals could be such that outside assist will need to be requested.
- B. Located within the County are veterinary resources, humane societies, wildlife experts, industry representatives and/or animal care providers who can assist in the care of injured animals and the disposal of dead animals.
- C. Care of domestic animals shall be a joint governmental and non-governmental effort.
- D. Wildlife emergencies will be handled by Fish & Wildlife.
- E. It is possible that response procedures will extend across county lines, (counties that border other states) requiring intrastate/interstate coordination.
- F. Response efforts could encompass the culling of livestock and wildlife.
- G. Many chemicals have the potential for causing harmful effects to humans and animal health.

### **Disaster**

- A. Large-scale disasters, such as severe droughts, floods, ice and snow storms, will injure, kill and displace animals. These animals may be pets, livestock and wildlife.
- B. Crop productivity, harvesting, monitoring, and exporting could be directly impacted by large-scale disasters.
- C. Acts of terrorism may be directed at the nation's food supply, livestock herds, or poultry flocks, either as the target or as a vehicle for weapons of mass destruction.
- D. Animals that are displaced due to severe flooding, ice/snow storms, animal and plant diseases and cut off from food supplies could be of such number that euthanizing and disposal procedures may become necessary.
- E. Chemical accidents present features that differ from emergencies, such as drought, floods, etc.

## **Disease**

- A. The agricultural industry in Kentucky is a major contributor to the economy of the Commonwealth, the nation and the world. An outbreak of a disease that impacts the agricultural community could result in economic losses of unprecedented scale.
- B. Tobacco, as well as many other crops, are grown within the state. These crops are all vulnerable and potential targets of disease or contamination, either through natural or accidental introduction, or through terrorist attack.
- C. Counties must be ready to effectively respond and control an outbreak of communicable disease or other conditions affecting agriculture, livestock, poultry, wildlife, exotic and companion animals, including but not limited to environmental emergencies or natural disasters.
- D. People, animals or materials can bring pathogens into contact with a susceptible host and spread the disease. The pathogen must be quickly and effectively controlled. Prevention measures at all levels must be addressed.
- E. Animal Disease Emergency detected anywhere in the United States puts the country's entire agricultural community at risk.
- F. There is the potential for animal pathogens and the threat of disease to be used for terrorism.
- G. Response efforts could encompass the culling of livestock and wildlife.
- H. Effective eradication requires extraordinary resources and cooperation of all local agencies, to minimize the impact on the agricultural industry and commerce. Eradication will require proper sanitary and disposal procedures for carcasses.
- I. Vector control could include discarding organic and inorganic matter, in any form, that is located on the site of positive detection.
- J. Suspected infected facilities and transport vehicles will need to be cleaned and disinfected.
- K. Areas where suspected or confirmed cases originate will require special operational procedures and quarantine areas.

### **III. MISSION**

To ensure the safety and security of the county's agricultural market (crop, livestock production, transportation and processing) and ensure that animal and veterinary issues in natural disasters are supported. To provide guidance for dealing with animals impacted by disaster or disease.

### **IV. DIRECTION AND CONTROL**

- A. The County Judge Executive will appoint an ESF 11 Coordinator, which may be the Emergency Management Director or designee.
- B. The ESF 11 Coordinator is responsible for reporting on and monitoring of crop, livestock production, transportation and processing in the county.
- C. The ESF 11 Coordinator will be responsible for, but not limited to, coordinating assistance for the disposition of abandoned, diseased, disabled or dead animals, animal protection, animal health emergency management and agro-terrorism.
- D. The ESF 11 Coordinator will coordinate with and support ESF 8 in zoonotic disease or toxicosis where the public health may be affected and will support ESF 8 in acts of terrorism where animal industry and/or production agriculture is the vehicle for dissemination of a chemical or biological agent.
- E. The ESF 11 Coordinator will coordinate the restriction of movement, detain in one location or move to another, animals, equipment, products and personnel for the purpose of control and eradication of disease.
- F. The ESF 11 Coordinator will implement a response to an outbreak of a highly contagious or economically devastating animal/zoonotic disease, an outbreak of a highly infective exotic plant disease, or an economically devastating plant pest infestation.
- G. The ESF 11 Coordinator will coordinate development of standard operating procedures (SOP) for surveillance and response to include, but not limited to, poultry, cattle, swine, dairy, sheep, goats, equine and companion animal industries as well as wildlife and exotic animals.
- H. SOPs will be developed for surveillance and response to pests of crops and horticulture. These procedures will relate to catastrophic incidents and disease that pose a significant impact on human life, property or the economy.

## **V. CONCEPT OF OPERATIONS**

There are three classes of Animal Disease Emergencies (ADE's):

**Foreign Animal Disease** – An important transmissible disease in livestock or poultry believed not to exist in the United States and its territories. The disease has the potential to significantly affect Kentucky's economy and animal health. The disease is listed in the Office of International Epizootics (OIE) Disease Code List.

**Reportable Disease** – A diagnosed disease in domestic animals or poultry that is reportable under state law to the KDA.

**Emerging Disease** – A new disease or new emergence of an old disease that manifests itself within the Commonwealth.

### **A. Phases of Management**

#### **1. Preparedness**

##### **Common Activities**

- a. Develop mutual aid agreements with government agencies, professional associations and private agencies and organizations.
- b. Develop agricultural operating procedures, organizational structure and recruit needed personnel.
- c. Develop a system of determining availability and need of manpower, equipment and other resources and develop alternate sources of notification.
- d. Carry out a training program for the appropriate type of organization(s), such as County Agriculture Response Team (CART), if one is established in your county, and take part in tests and exercises.
- e. Refine and exercise preplanned protective measures relative to the county's crop, livestock and poultry industry.

##### **Disaster**

- a. Coordinate efforts to rescue and capture animals including relocation and sheltering before an incident/disaster. The County will need to identify available barns, pastures, kennels, etc., with local agencies and volunteer organizations.

- b. Coordinate with local agencies to establish a system to register identification data in an effort to reunite animals with their owners when separated during an incident/disaster.
- c. Coordinate the storage of emergency relief supplies and their distribution to animal caretakers/shelters.

### **Disease**

- a. Coordinate system for assignment of personnel and equipment to distribute supplies and equipment needed into infected areas.
- b. Coordinate location(s) to be confinement areas or areas to be quarantined due to infectious animal or plant diseases to help prevent the spread to other areas.
- c. Coordinate system for tracking of activities based on information provided by personnel located at confinement areas or quarantine locations.

## **2. Response**

### **Common Activities**

- a. Coordinate CART Teams for the care and disposal of domestic animals.
- b. Coordinate emergency medical care for all animals, including commercial livestock, poultry, fish and exhibition (racing) animals; and domestic pets.
- c. Increase surveillance of critical locations (i.e., auction markets, confinement markets, slaughter plants and free-range operations).
- d. Take additional precautions at public events where animals are displayed and or markets and possibly consider alternate venues or cancellation.
- e. Keep records of workers available, work undertaken, and hours worked.

### **Disaster**

- f. Track the activities of all available animal shelter facilities and confinement areas identified before, during and after the incident/disaster.

- g. Coordinate evacuation of livestock during a disaster/incident to emergency shelters and coordinate efforts to provide water, food and other physical needs to livestock/wildlife being sheltered.

#### **Disease**

- h. Coordinate animal care, euthanasia of injured animals and disposal of dead animals.
- i. Disposal methods for infected or potentially infected carcasses and plant host material are chosen for their minimal impact on the environment & disease control.

### **3. Recovery**

#### **Common Activities**

- a. Coordinate CARTs and other local emergency response teams within the county, and with the statewide support network and the SART.
- b. Coordinate damage assessment and restore equipment and supplies to normal operational readiness as soon as feasible.

#### **Disaster**

- a. Manage crisis response and resulting consequences, and cooperate with law enforcement officials in criminal investigations, if a terrorist act is suspected in connection with agricultural incidents.
- b. Coordinate the security of supplies, equipment, personnel and other resources to carry out the recovery plans associated animal health emergency management and/or any act of agro-terrorism that may pose a substantial threat to the county.

#### **Disease**

- a. Coordinate decontamination and/or destruction of animals, plants, and their associated facilities as deemed necessary.

## **VI. GENERAL ORGANIZATION RESPONSIBILITIES**

Operational control remains the same during emergency situations as during normal activities; however, operations may require 24-hour coverage, and a central point of overall coordination. The ESF 11 Coordinator must be prepared to assist in lengthy operations that start in response and continue through recovery and involve clean up activities and return of resources.

## **VII. SPECIFIC KEY POSITION RESPONSIBILITIES**

### **1. Primary – The ESF 11 Coordinator:**

- a. Ensure, in coordination with ESF 8, that animal and veterinary issues in an incident are supported.
- b. Coordinate surveillance for foreign animal disease or an animal disease, syndrome, chemical, poison or toxin that may pose a substantial threat to the animal industries, economy or public health of the county.
- c. Coordinate for surveillance of plant pest of unknown or questionable origin which may pose a potential or substantial threat to agriculture, horticulture, economy or public health of the county.
- d. Coordinate and direct evacuation of animals from risk areas and provide technical assistance to prevent animal injury and disease dissemination.
- e. Coordinate with appropriate agencies and organizations to ensure operational readiness.
- f. Assist in securing supplies, equipment, personnel and technical assistance from support agencies, organizations and other resources to carry out the response plans associated with animal health emergency management or any act of agro-terrorism that may pose a substantial threat to the state.
- g. Assist in monitoring and reporting environmental hazards.
- h. Coordinate personnel and equipment available to support the emergency operations of other county departments and agencies consistent with capability.
- i. Provide assistance in preparation and dissemination of emergency public information.
- k. Assist in collecting information and compiling data for operational reports necessary to emergency operations.
- l. Support response and recovery activities as required.
- m. Return department activities to normal levels unless involved with recovery activities.

## **2. Support**

- a. All supporting agencies for this ESF will provide information and resources as required by the ESF 11 Coordinator to ensure the proper functioning of ESF 11.
- b. Supporting agencies will ensure their representatives to ESF 11 are properly trained and exercised on the plans and procedures relating to their work.
- c. When required, supporting agencies will assign ESF 11 Coordinators to the County EOC.
- d. The supporting agencies will develop and maintain standard operating procedures (SOP) for surveillance and response to include, but not limited to, poultry, cattle, swine, dairy, sheep, goats, equine and companion animal industries as well as wildlife and exotic animals.
- e. Such SOPs will be developed for surveillance and response to pests of crops and horticulture. These procedures will relate to catastrophic disaster and disease that pose a significant impact on human life, property or the economy.
- f. If requested, provide personnel to conduct product tracing to determine the source, destination, and disposition of adulterated and/or contaminated products.
- g. If requested, provide personnel to assist in delivering health care to injured or abandoned animals and conduct field investigations.
- i. When requested, the Kentucky State Agriculture Response Team (SART) can provide agriculture/animal relief response and recovery efforts. (The SART was developed to augment response and recovery efforts for incidents involving agriculture/animals in any part of the state.)

## **VIII. REFERENCES**

- A. KRS 39A-G
- B. The National Response Plan
- C. The National Incident Management System
- D. Emergency Operations Center, Standard Operating Procedures



E. ESF 11 Standard Operating Procedures

F. SART Standard Operating Guidelines

## **EMERGENCY SUPPORT FUNCTIONS # 3 & # 12 - ENERGY AND INFRASTRUCTURE MANAGEMENT**

### **PRIMARY COORDINATOR**

The ESF 3/12 Coordinators are representatives of utility organizations and McCracken County Emergency Management. 270-448-1530

### **LOCAL SUPPORT**

|                                            |              |
|--------------------------------------------|--------------|
| McCracken County Judge Executive           | 270-444-4707 |
| Paducah Mayor and City Manager             | 270-444-8503 |
| McCracken County Sheriff's Department      | 270-444-4719 |
| Paducah Police                             | 270-444-8548 |
| McCracken County Health Department         | 270-575-7011 |
| McCracken County Road Department           | 270-442-9163 |
| Paducah Engineering and Public Works (EPW) | 270-444-8567 |
| Paducah EPW Solid Waste Department         | 270-444-8567 |
| McCracken County Fire Departments          | 270-444-8550 |
| Paducah Power System                       | 270-575-4000 |
| Jackson Purchase Energy Corporation        | 270-556-5676 |
| Kentucky Utilities                         |              |
| Atmos Energy                               | 888-286-6700 |
| Paducah Water                              | 270-442-2746 |

### **LOCAL RESOURCE**

|                                      |              |
|--------------------------------------|--------------|
| McCracken County Building Inspection | 270-444-4724 |
| Paducah Building Inspection          | 270-444-8662 |
| McCracken County DES Rescue Squad    | 270-442-6381 |
| Paducah Fire Marshal                 | 270-444-8527 |

### **STATE RESOURCE**

|                                                          |              |
|----------------------------------------------------------|--------------|
| Kentucky Division of Emergency Management                | 800-255-2587 |
| Kentucky Department of Fish and Wildlife Resources       | 800-854-1549 |
| Kentucky Transportation Cabinet (KYTC) District 1 Office | 270-898-2431 |
| American Red Cross (ARC) West Kentucky Chapter           | 270-442-3575 |
| Kentucky State Board of Education                        | 502-564-2000 |
| Kentucky National Guard                                  | 270-575-7202 |
| U. S. Coast Guard                                        | 270-442-1621 |
| Volunteer Organizations Active in Disaster (VOAD)        | 800-255-2587 |

*(Not all agencies are listed under this section, as it would vary and be difficult to include all agencies that could be affected by the impact of a disaster. This ESF will expand/collapse as needed during an incident.)*

July 2020  
McCracken ESFs #3 &12

## **I. PURPOSE**

The purpose of this combined Public Works & Engineering (ESF 3) and Energy (ESF 12) – Infrastructure Management, is to enhance the coordination of the response of small to medium counties to the impacts on their infrastructure systems from both natural and manmade hazards. The infrastructure systems specifically identified in this ESF are: electrical, water/wastewater, transportation, fossil fuels and debris management.

## **II. SITUATIONS AND ASSUMPTIONS**

During a disaster or emergency, county and local governments have a limited capability and an immediate requirement to provide emergency services for restitution of utilities: electrical, water/wastewater, transportation and fossil fuels. Debris management, which may become quickly overwhelming following a catastrophic incident will include emergency clearance of debris; cleaning, repairing, or construction of damaged emergency access routes; emergency restoration of critical public services and facilities; emergency demolition of damaged structures and facilities; and technical assistance and damage assessment of private utility operations.

Damage can include economic loss, injury to persons or animals in addition to the physical damage to property and buildings.

Repair and construction of roads and bridges, installation and repair of traffic control devices, and/or snow and ice removal will have to be coordinated.

As the result of a catastrophic incident the following conditions could exist within the County:

### **Electric:**

- A. A catastrophic incident such as severe weather conditions (ice storms, heat waves, or tornadoes) may cause energy shortages by disrupting electrical transportation services, interfering with delivery through transmission lines, or by forcing higher than normal usage of energy for heating or cooling.
- B. Evacuation/relocation of the county and/or State population due to a catastrophic incident will cause a disruption of energy distribution.
- C. Public and private utilities systems usage may be curtailed or otherwise cease to operate due to damage or other emergency conditions.

- D. Depending on the situation, rationing or conservation of electricity may be imposed to conserve Kentucky's energy resources.
- E. Public and private utility and energy organizations will perform tasks on their own authority to restore their essential services to the jurisdiction.

**Water/ Wastewater:**

- A. Clean water is necessary to sustain human life, agricultural and industrial production.
- B. Potable water may not be available due to drought, hazardous materials spills, severe weather or mechanical failure.
- C. A catastrophic incident could seriously cripple the County making potable water extremely scarce. Rationing to conserve the County's water would have to be undertaken.
- D. Public and private water usage may be curtailed or otherwise cease to operate due to damage or other emergency conditions.
- E. Receipt and distribution of bottled water may be required.
- F. Public and private wastewater and sewer systems usage may be curtailed or otherwise cease to operate due to damage or other emergency conditions.
- G. The return of untreated consumed water to the ground water supply can so contaminate this supply as to make converting back to potable water uneconomical.

**Transportation:**

- A. A catastrophic incident could block or alter normal channels of transportation in the County.
- B. Before, during and after an incident, there may be a need for transportation to move and protect life and property.
- C. Streets and major transportation routes may be obstructed with large amounts of debris and may be impassable for long periods of time. Access may be restricted to damaged areas and only accessible by air.
- D. Primary routes of transportation throughout the County will be given priority for damage assessment, debris removal, and road repairs.

**Fossil Fuel:**

- A. Disruption of fuel distribution, unexpected high usage rates, or a slowdown of fuel production may cause local fuel shortages.
- B. Other energy shortages, such as interruptions in the supply of natural gas or other petroleum fuels for automotive transportation and other industrial uses may result from extreme weather conditions, strikes, or international embargoes.
- C. Rationing to conserve the County's fuel resources may be implemented pursuant to KRS 39A.100.

**Debris Management:**

- A. Incidents of all types often result in debris that must be removed to save lives and minimize damage.
- B. Following a catastrophic incident, most roads and streets may be impassable due to debris.
- C. Severe damage may be caused to homes, businesses, public buildings, bridges, and other infrastructure, resulting in large debris fields that may be hazardous to the health and welfare of citizens in the County.
- D. The KYTC may be requested to remove debris from the State highway and road system.
- E. Private construction and industrial heavy equipment may be used for debris removal, when necessary.
- F. Storage and/or disposal of contaminated materials and/or contaminated soil will be a local task, with State and Federal support.

**III. MISSION**

The mission of the ESF 3/12 coordinator, is to coordinate the overall response of the County to a major failure of infrastructure due to natural or manmade incidents.

#### **IV. DIRECTION AND CONTROL**

The ESF 3/12 Coordinator will recommend to ESF 7 Coordinator, the county resources to be committed to the incident and alert appropriate personnel.

##### **Electric:**

- A. The ESF 3/12 Coordinator is the County Judge Executive's designated representative to coordinate all county energy emergencies.
- B. During an energy emergency, the State, upon direction from the Governor's Office, may form an Energy Resource Management Board. The ESF 3/12 Coordinator will work with the State Energy Resource Management Board to develop local energy usage guidelines.
- C. The ESF 3/12 Coordinator will coordinate, in cooperation with County EOC operations and other response forces, countywide response and recovery efforts of infrastructure and energy during emergencies and following a major incident.
- D. Energy will be distributed in the following priorities:

- 1. Critical facilities are defined by FEMA Publication 543, Design Guide for Improving Critical Facility Safety from Flooding and High Winds: Providing Protection to People and Buildings:

Critical facilities commonly include all public and private facilities that a community considers essential for the delivery of vital services and for the protection of the community. They usually include emergency response facilities (fire stations, police stations, rescue squads, and emergency operation centers [EOCs]), custodial facilities (jails and other detention centers, long-term care facilities, hospitals, and other health care facilities), schools, emergency shelters, utilities (water supply, wastewater treatment facilities, and power), communications facilities, and any other assets determined by the community to be of critical importance for the protection of the health and safety of the population. The adverse effects of damaged critical facilities can extend far beyond direct physical damage. Disruption of health care, fire, and police services can impair search and rescue, emergency medical care, and even access to damaged areas.

- 2. Essential industry, commercial and agriculture
    - 3. Non-essential industry and agriculture; and
    - 4. Non-essential commercial and residential

**Water/Wastewater:**

- A. The County Judge Executive may, under provisions of KRS 39A-G declare an emergency and regulate the use of potable and raw water.
- B. The Environmental and Public Protection Cabinet (E&PPC), and the Cabinet for Health and Family Services (CHFS) have the responsibilities of insuring potable water is available for the citizens of the Commonwealth.
- C. E&PPC is responsible for overseeing the withdrawing and discharging of all water used in private and public water systems.
- D. CHFS is responsible for overseeing the withdrawing and discharging of water confined to an individual on private property.
- E. In the event of multi-county water quality problems, an Emergency Water Management Board may be formed to coordinate the Commonwealth's water policy.
- F. The State Emergency Water Management Board, by the power vested in the Secretary of the Environmental and Public Protection Cabinet by KRS 151.110 and KRS 151.200, can monitor and allocate water resources at the local level. The ESF 3/12 Coordinator will work with the State Board to develop water resource guidelines.

**Transportation:**

- A. The ESF 3/12 Coordinator will coordinate with the ESF 1 Coordinator to provide emergency transportation in an incident.

**Fossil Fuels:**

- A. The ESF 3/12 Coordinator will coordinate with the oil and gas industry, and other response forces, for distribution and use of fossil fuels during emergencies and following a major incident.

**Debris Management:**

- A. The ESF 3/12 Coordinator will work with and coordinate with other county agencies to begin immediate damage assessment and debris removal from infrastructure in order to protect public health and safety.

## **V. CONCEPT OF OPERATIONS**

### **A. Phases of Management**

#### **1. Preparedness**

- a. The ESF 3/12 Coordinator will prepare and maintain a current list of infrastructure necessary for maintaining basic electrical, water/wastewater and fossil fuel delivery to the County.
- b. The ESF 3/12 Coordinator will prepare and maintain ESF administrative and financial procedures as required to properly document activities during an incident.

#### **2. Response**

- a. The ESF 3/12 Coordinator will work with Emergency Management to provide public service announcements on energy conservation, mitigation impacts and restoration forecasts.
- b. The ESF 3/12 Coordinator will:

##### **Electric:**

- a. Determine critical supply needs of priority populations (e.g. infants, elderly, and other people with special needs.)
- b. Identify and prioritize vital public facilities without power (i.e., hospitals, nursing homes) and coordinate delivery of emergency generators.
- c. Obtain information and assess electrical power damage and outages.
- d. Coordinate temporary, alternate and/or interim sources of electrical power supplies.

##### **Water/Wastewater:**

- a. Determine critical supply needs of priority populations (e.g. infants, elderly, and other people with special needs.)
- b. Coordinate the repair and restoration of critical facilities for water distribution, wastewater, and solid waste facilities.



- c. Coordinate with ESF 8 (Public Health) for use of Points of Distribution/Disbursing throughout the affected area for distributing emergency water supplies.

**Transportation:**

- a. Identify and assess primary transportation routes in the county.
- b. Prioritize primary routes that need immediate repair/restoration and debris removal.
- c. Identify transportation resources available for repairing and restoring primary routes and for evacuation of citizens, if needed.
- d. Coordinate available traffic control equipment and personnel.

**Fossil Fuels:**

- a. Determine critical supply needs of priority populations (e.g. infants, elderly, and other people with special needs.)
- b. Obtain information and assess oil and petroleum fuel supply damages.
- c. Identify and assess requirements to repair pipeline and fuel supply systems.
- d. Coordinate temporary, alternate and/or interim sources of oil and petroleum supplies.

3. Recovery

- a. Assist in damage assessment operations and relay damage assessment information to the County EOC.

**Electric:**

- a. Identify and assess requirements to repair electrical systems.
- b. Assess requirements for power restoration.

**Water/Wastewater:**

- a. Augment sanitation services by providing portable toilets or other available sanitation services to both the public and work areas, if available.

**Transportation:**

- a. Coordinate the efforts to reestablish and/or maintain transportation infrastructures that have been damaged and coordinate their repair.

**Fossil Fuels:**

- a. Assess requirements for pipeline and fuel supply restoration.
- b. Review and assess potential need for price controls.

**Debris Management:**

- a. Coordinate the stabilization of public and private structures to facilitate search and rescue and/or protect the public's health and safety.
- b. Identify and label uninhabitable/unsafe structures.
- c. Coordinate debris removal and disposal with priority given to the following:
  - 1) Primary roads serving Hospitals & Nursing Homes
  - 2) Airport and Helipad locations
  - 3) County EOC
- d. Emergency Service Locations (i.e. Fire, EMS, Rescue, etc.)
- e. Primary streets and roads
- f. Critical Utilities (power lines, substations, water and waste-water plants, and communications sites)
- g. Reception Centers and Shelters
- h. Staging areas and refueling areas
- i. School bus routes
- j. Coordinate temporary debris storage, sorting and chipping sites throughout the affected area(s) to facilitate debris management.
- k. Develop and maintain standing contracts that allow for an equipment surge to meet the demands of debris removal and disposal.
- l. Activate contracts that allow for an equipment surge to meet the demands of debris removal and disposal needs during an incident.

**VII. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES**

The ESF 3/12 Coordinator will identify and coordinate local, state and federal agencies to restore access into the disaster area(s), provide damage assessment information and direct the rehabilitation of critical infrastructure for the County.

## **A. GENERAL ORGANIZATION RESPONSIBILITIES**

Operational control remains the same during emergency situations as during normal activities; however, operations may require 24-hour coverage, and a central point of overall coordination. The ESF 3/12 Coordinator must be prepared to assist in lengthy operations that start in response and continue through recovery and involve clean up activities and return of resources.

1. During an emergency or following a major incident, the County and local governments will take a greater role in providing and coordinating resources, equipment and personnel used to maintain or restore the County's infrastructure and energy sources.
2. As their capabilities allow, the various agencies in the County with public works capabilities will assist each other during an incident.
3. The County EOC will receive requests for emergency debris removal, prioritize those tasks, and deploy available public and private resources.

## **B. SPECIFIC KEY POSITION RESPONSIBILITIES**

### **1. Primary - County Infrastructure Coordinator**

- a. Upon activation, report to the County EOC.
- b. Coordinate with the State ESF # 3 and ESF #12 Primary Agencies.
- c. Coordinate directly with on-scene Federal ESF #3 and ESF #12 representatives, when required.
- d. Work with the County EOC to develop strategies and priorities of response and recovery efforts to damaged areas and/or disruption of infrastructure and energy services.
- e. Coordinate countywide efforts, including outside assistance, to maintain and/or restore infrastructure usage and energy.
- f. In reference to infrastructure and energy issues, receive and assess requests for emergency aid and/or offers of emergency services from private and public agencies and make recommendations to the County EOC.
- g. Keep the County EOC informed on other current and pending emergency issues involving County infrastructure and energy sources.
- h. Develop and maintain relations with other representatives from the County, surrounding counties, municipalities, local military facilities, and private agencies supporting and servicing infrastructure and

- energy within the County (to include local electric, fossil fuel, telephone, water/wastewater, industry contacts, and other utilities).
- i. In coordination with support agencies and the County EOC, prioritize restoration efforts of County infrastructure.
  - j. Maintain accurate logs and other records to include tracking resources, and expenses.
  - k. Coordinate the development of a county debris management plan.
  - l. Coordinate with representative from other County(ies), surrounding municipalities, local military facility, and private agencies supporting and service infrastructure and energy within the County (to include local electric, fossil fuel, telephone, water/wastewater, other utilities, and industry contacts) to:
    - 1) Develop and maintain a list of source, location, and availability of equipment, fuel, and operational personnel to support response/recovery operations.
    - 2) Provide for County EOC backup electrical power.
    - 3) Maintain emergency power, water and sanitation resources at vital facilities in the County during emergencies.
    - 4) Store and provide fuel for emergency vehicles.
    - 5) Prepare standard operating guidelines/ procedures to provide for infrastructure and energy functions during emergencies (e.g., roads, streets, and sewer, water, utility, and energy services).
    - 6) Establish communications with support agencies.
    - 7) Coordinate and prioritize debris management operations.
    - 8) Prearrange with sources of potable water to provide for emergency potable water requirements.
    - 9) Prearrange for emergency sanitation.
    - 10) Coordinate with industry trade groups and associations to obtain needed fuel for industrial and other emergency purposes in the event of an impending or actual shortage.
    - 11) Monitor countywide infrastructure and energy maintenance and restoration efforts and periodically report your findings to the County EOC, when the EOC is activated.
    - 12) Assist in damage assessment operations and relay damage assessment information to the County EOC.
    - 13) If required, assign emergency response and assessment teams to impacted areas to determine possible affected areas and resources for infrastructure and energy restoration.

- 14) Conduct shelter marking and upgrading operations as required.

## **2. Support**

- a. County Emergency Management Director
  - 1) Assist all organizations supporting this ESF in the County, and the surrounding municipalities, in obtaining required outside assistance and resources, as necessary.
  - 2) Develop mutual aid agreements as required.
- b. County/Local Law Enforcement
- c. County/Local Fire Departments
- d. Supporting Agencies will ensure their representatives to ESF 3 and ESF 12 are properly trained and exercised on the plans and procedures relating to their work.

## **VI. REFERENCES**

- A. KRS 39A-G
- B. The National Response Plan
- C. The National Incident Management System
- D. Kentucky Division of Emergency Management, State Emergency Operations Center, Standard Operating Procedures
- E. ESF # 3 Standard Operating Procedures, Debris Management Annex
- F. ESF # 12 Standard Operating Procedures

## **EMERGENCY SUPPORT FUNCTION # 13 - LAW ENFORCEMENT AND SECURITY**

### **PRIMARY COORDINATOR**

The ESF 13 Coordinators are the McCracken County Sheriff  
and the Paducah Police Chief. 270-444-8550

### **LOCAL SUPPORT**

|                                       |              |
|---------------------------------------|--------------|
| County Judge/Executive                | 270-444-4707 |
| Paducah Mayor and City Manager        | 270-444-8503 |
| McCracken County Sheriff's Department | 270-444-4719 |
| Paducah Police Department             | 270-444-8548 |
| McCracken County Fire Departments     | 270-444-8550 |
| McCracken County Road Department      | 270-442-9163 |

### **LOCAL RESOURCE**

|                          |              |
|--------------------------|--------------|
| Mercy Regional EMS       | 270-444-8550 |
| McCracken County Finance | 270-444-4725 |

### **STATE RESOURCE**

|                                           |              |
|-------------------------------------------|--------------|
| Kentucky State Police                     | 270-575-7288 |
| Kentucky National Guard                   | 270-575-7202 |
| Kentucky Office of Homeland Security      | 502-564-7764 |
| Kentucky Division of Emergency Management | 800-255-2587 |

*(Not all agencies are listed under this section, as it would vary and be difficult to include all agencies that could be affected by the impact of a disaster. This ESF will expand/collapse as needed during an incident.)*

#### **A. PURPOSE**

To establish command, control and coordination of law enforcement personnel and to support emergency operations during a catastrophic earthquake.

#### **B. SITUATION AND ASSUMPTIONS**

Damage and disruption will necessitate deployment of law enforcement resources to maintain public order and secure dangerous sites

Regardless of preparation, there will be shortages of critical resources necessary to respond to a catastrophic earthquake. Additional law enforcement resources may be available through mutual aid, the State and Federal governments, or the private sector.

The demand for law enforcement personnel to control access to designated priority routes will compete with the demand for personnel to provide perimeter control at fire, building collapse, and other critical sites.

Law enforcement personnel may be called upon to perform functions other than their normal duties and actions for which they may have not been trained. Other emergency personnel, such as firefighters or public works employees, may be called upon to assist in the performance of law enforcement activities under the direction of the ESF 13 Coordinator and officers on the scene. Every effort should be made to determine if there are personnel trained for a specific duty, on hand, before untrained personnel are allowed into possibly dangerous areas or the performance of possibly hazardous actions.

**C. MISSION**

To provide for coordination and use of law enforcement personnel and equipment in an earthquake disaster for general law enforcement and to maintain law and order, protect life and property, undertake traffic control, provide law enforcement support to other law enforcement agencies, guard essential facilities and supplies, and coordinate law enforcement mutual aid.

**D. DIRECTION AND CONTROL**

A major earthquake will generate a significant number of situations requiring the need to provide immediate assistance, maintain public order, and to control areas where hazardous or life-threatening conditions exist. Priorities for the initial deployment of law enforcement resources will be made at the EOC, after evaluation of the public safety risk presented by all of the major incidents.

Damage to facilities and the need to immediately initiate response operations from key facilities will require the deployment of law enforcement personnel for security purposes. In addition to facilities, security will be necessary at shelters, distribution points, and other locations that are critical to the response. Other public and private entities will also face security requirements.

The ESF 13 Coordinator will coordinate the dispatch of personnel to the affected area(s). Those personnel will coordinate any requests for additional law enforcement resources and make requests through the ESF 13 Coordinator.

Requests for resources beyond the capability of the local law enforcement agency will be coordinated through the ESF 13 Coordinator. The Chief Executive Officer has the authority to request the Kentucky State Police for assistance.

Plans for evacuation areas and building/floor plans of county buildings should be available to law enforcement or security at all times.

**Exceptions.** Large parts of Kentucky are the property of the Federal Government and are administered by various Federal Agencies. Law enforcement on federal land is the responsibility of the appropriate federal agency.

## **E. CONCEPT OF OPERATIONS**

Immediate operational response to a catastrophic earthquake is the responsibility of the local law enforcement in whose area the disaster occurs. However, due to the widespread regional nature of the event, local law enforcement capabilities may be severely limited. State support to local law enforcement will require providing hundreds of law enforcement and security personnel from outside of the disaster areas into the impacted areas.

ESF-13 will coordinate with local law enforcement and emergency managers to provide law enforcement assets and personnel will immediately deploy into the area for public safety operations following an earthquake.

Once deployed, law enforcement personnel will report to their assigned staging area, and a law enforcement liaison will be assigned to the EOC.

ESF-13 officers will provide disaster intelligence to include observation of damage to critical facilities.

ESF-13 will coordinate with ESF-1 on transportation requirements for law enforcement personnel and equipment.

ESF-13 will coordinate with ESF-2 to determine communication frequencies to coordinate with local law enforcement.

KYEM communications during an incident will provide specialized technical advice, equipment, deployment of mobile command post, and deployment of backup communications equipment. In addition, KyEM will coordinate the deployment of other state communications resources as required.

### **Phases of Management**

#### **Preparedness**

Develop plans to deploy law enforcement resources by any available means.

Coordinate with ESF-1 to identify transportation requirements to support ESF-13.

Coordinate with ESF-2 to determine communication frequencies to coordinate with local law enforcement.



Establish and maintain mutual aid agreements between local, county and state law enforcement agencies.

### **Response**

Coordinate law enforcement assets to be mobilized and deployed into designated staging areas.

Coordinate with ESF-1 on transportation entry points into damaged areas.

Coordinate with ESF-1 on transportation requirements of personnel and equipment.

Request status report of aerial assets available to use in earthquake operations.

Request documentation and provide any disaster intelligence information such as roads and bridge failures as well as any damaged buildings observed by law enforcement officers.

Coordinate supplemental communications, if requested.

Coordinate security for critical facilities and essential supplies if requested.

Coordinate security for restricted areas, vacated hazard areas, essential industries, prisoners, emergency evacuees, and citizen shelters and emergency care facilities as necessary.

Additional law enforcement support will be needed for the maintenance, control and support of evacuation traffic control patterns, community reception and care facilities and for institutions such as hospitals, prisons, and mental institutions.

### **Recovery**

The concentration of large numbers of people in shelters after a catastrophic earthquake may necessitate police presence to preserve orderly conduct.

Provide security and protection for evacuated areas, restricted areas, and/or damaged or critical facilities, to include controlled access to affected areas.

Provide damage assessment reports for law enforcement facilities, apparatus, vehicles, and specialized equipment, including command vehicles, communications centers and other specialized resources.

Continue all law enforcement functions until emergency status is declared over, or until ordered to stand down.

Finalize documentation of cost of operation survey.

Critique operation and provide after-action report for updating plans and SOP's.

**F. GENERAL ORGANIZATION RESPONSIBILITIES**

Operational control remains the same during emergency situations as during normal activities; however, operations may require 24-hour coverage, and a central point of overall coordination. The ESF 13 Coordinator must be prepared to assist in lengthy operations that start in response and continue through recovery and involve clean up activities and return of resources.

**G. SPECIFIC KEY POSITION RESPONSIBILITIES**

Develop plans to deploy law enforcement resources by air, land and water.

Coordinate with ESF-1 to identify transportation requirements to support ESF-13.

Coordinate the development of procedures to provide disaster intelligence to EOC and field personnel.

Coordinate with ESF-2 to determine communication frequencies to coordinate with local law enforcement in the operational areas.

Coordinate with KyEM and DMA to develop plans to deploy law enforcement resources using air and water transportation assets.

**Primary – The ESF 13 Coordinator**

Coordinates with Judge Executive/Mayor and Director of Emergency Management to provide for the protection of life and property by enforcing laws, orders, and regulations, including the movement of persons from threatened or hazardous areas. Provides for area security, traffic, and access control. Coordinator uses any available resources he deems necessary.

**H. ADMINISTRATIVE SUPPORT – Removed and placed under Plan Maintenance in the Basic Plan**

**I. REFERENCES**

KRS 39A-G

The National Response Plan

The National Incident Management System

Kentucky Division of Emergency Management, State Emergency Operations  
Center, Standard Operating Procedures

ESF 13 Standard Operating Procedures

## **EMERGENCY SUPPORT FUNCTION # 13 - LAW ENFORCEMENT AND SECURITY**

### **PRIMARY COORDINATOR**

The ESF 13 Coordinators are the McCracken County Sheriff  
and the Paducah Police Chief. 270-444-8550

### **LOCAL SUPPORT**

|                                       |              |
|---------------------------------------|--------------|
| County Judge/Executive                | 270-444-4707 |
| Paducah Mayor and City Manager        | 270-444-8503 |
| McCracken County Sheriff's Department | 270-444-4719 |
| Paducah Police Department             | 270-444-8548 |
| McCracken County Fire Departments     | 270-444-8550 |
| McCracken County Road Department      | 270-442-9163 |

### **LOCAL RESOURCE**

|                          |              |
|--------------------------|--------------|
| Mercy Regional EMS       | 270-444-8550 |
| McCracken County Finance | 270-444-4725 |

### **STATE RESOURCE**

|                                           |              |
|-------------------------------------------|--------------|
| Kentucky State Police                     | 270-575-7288 |
| Kentucky National Guard                   | 270-575-7202 |
| Kentucky Office of Homeland Security      | 502-564-7764 |
| Kentucky Division of Emergency Management | 800-255-2587 |

*(Not all agencies are listed under this section, as it would vary and be difficult to include all agencies that could be affected by the impact of a disaster. This ESF will expand/collapse as needed during an incident.)*

#### **A. PURPOSE**

To establish command, control and coordination of law enforcement personnel and to support emergency operations during a catastrophic earthquake.

#### **B. SITUATION AND ASSUMPTIONS**

Damage and disruption will necessitate deployment of law enforcement resources to maintain public order and secure dangerous sites

Regardless of preparation, there will be shortages of critical resources necessary to respond to a catastrophic earthquake. Additional law enforcement resources may be available through mutual aid, the State and Federal governments, or the private sector.

The demand for law enforcement personnel to control access to designated priority routes will compete with the demand for personnel to provide perimeter control at fire, building collapse, and other critical sites.

Law enforcement personnel may be called upon to perform functions other than their normal duties and actions for which they may have not been trained. Other emergency personnel, such as firefighters or public works employees, may be called upon to assist in the performance of law enforcement activities under the direction of the ESF 13 Coordinator and officers on the scene. Every effort should be made to determine if there are personnel trained for a specific duty, on hand, before untrained personnel are allowed into possibly dangerous areas or the performance of possibly hazardous actions.

**C. MISSION**

To provide for coordination and use of law enforcement personnel and equipment in an earthquake disaster for general law enforcement and to maintain law and order, protect life and property, undertake traffic control, provide law enforcement support to other law enforcement agencies, guard essential facilities and supplies, and coordinate law enforcement mutual aid.

**D. DIRECTION AND CONTROL**

A major earthquake will generate a significant number of situations requiring the need to provide immediate assistance, maintain public order, and to control areas where hazardous or life-threatening conditions exist. Priorities for the initial deployment of law enforcement resources will be made at the EOC, after evaluation of the public safety risk presented by all of the major incidents.

Damage to facilities and the need to immediately initiate response operations from key facilities will require the deployment of law enforcement personnel for security purposes. In addition to facilities, security will be necessary at shelters, distribution points, and other locations that are critical to the response. Other public and private entities will also face security requirements.

The ESF 13 Coordinator will coordinate the dispatch of personnel to the affected area(s). Those personnel will coordinate any requests for additional law enforcement resources and make requests through the ESF 13 Coordinator.

Requests for resources beyond the capability of the local law enforcement agency will be coordinated through the ESF 13 Coordinator. The Chief Executive Officer has the authority to request the Kentucky State Police for assistance.

Plans for evacuation areas and building/floor plans of county buildings should be available to law enforcement or security at all times.

**Exceptions.** Large parts of Kentucky are the property of the Federal Government and are administered by various Federal Agencies. Law enforcement on federal land is the responsibility of the appropriate federal agency.

## **E. CONCEPT OF OPERATIONS**

Immediate operational response to a catastrophic earthquake is the responsibility of the local law enforcement in whose area the disaster occurs. However, due to the widespread regional nature of the event, local law enforcement capabilities may be severely limited. State support to local law enforcement will require providing hundreds of law enforcement and security personnel from outside of the disaster areas into the impacted areas.

ESF-13 will coordinate with local law enforcement and emergency managers to provide law enforcement assets and personnel will immediately deploy into the area for public safety operations following an earthquake.

Once deployed, law enforcement personnel will report to their assigned staging area, and a law enforcement liaison will be assigned to the EOC.

ESF-13 officers will provide disaster intelligence to include observation of damage to critical facilities.

ESF-13 will coordinate with ESF-1 on transportation requirements for law enforcement personnel and equipment.

ESF-13 will coordinate with ESF-2 to determine communication frequencies to coordinate with local law enforcement.

KYEM communications during an incident will provide specialized technical advice, equipment, deployment of mobile command post, and deployment of backup communications equipment. In addition, KyEM will coordinate the deployment of other state communications resources as required.

### **Phases of Management**

#### **Preparedness**

Develop plans to deploy law enforcement resources by any available means.

Coordinate with ESF-1 to identify transportation requirements to support ESF-13.

Coordinate with ESF-2 to determine communication frequencies to coordinate with local law enforcement.

Establish and maintain mutual aid agreements between local, county and state law enforcement agencies.

### **Response**

Coordinate law enforcement assets to be mobilized and deployed into designated staging areas.

Coordinate with ESF-1 on transportation entry points into damaged areas.

Coordinate with ESF-1 on transportation requirements of personnel and equipment.

Request status report of aerial assets available to use in earthquake operations.

Request documentation and provide any disaster intelligence information such as roads and bridge failures as well as any damaged buildings observed by law enforcement officers.

Coordinate supplemental communications, if requested.

Coordinate security for critical facilities and essential supplies if requested.

Coordinate security for restricted areas, vacated hazard areas, essential industries, prisoners, emergency evacuees, and citizen shelters and emergency care facilities as necessary.

Additional law enforcement support will be needed for the maintenance, control and support of evacuation traffic control patterns, community reception and care facilities and for institutions such as hospitals, prisons, and mental institutions.

### **Recovery**

The concentration of large numbers of people in shelters after a catastrophic earthquake may necessitate police presence to preserve orderly conduct.

Provide security and protection for evacuated areas, restricted areas, and/or damaged or critical facilities, to include controlled access to affected areas.

Provide damage assessment reports for law enforcement facilities, apparatus, vehicles, and specialized equipment, including command vehicles, communications centers and other specialized resources.

Continue all law enforcement functions until emergency status is declared over, or until ordered to stand down.

Finalize documentation of cost of operation survey.

Critique operation and provide after-action report for updating plans and SOP's.

**F. GENERAL ORGANIZATION RESPONSIBILITIES**

Operational control remains the same during emergency situations as during normal activities; however, operations may require 24-hour coverage, and a central point of overall coordination. The ESF 13 Coordinator must be prepared to assist in lengthy operations that start in response and continue through recovery and involve clean up activities and return of resources.

**G. SPECIFIC KEY POSITION RESPONSIBILITIES**

Develop plans to deploy law enforcement resources by air, land and water.

Coordinate with ESF-1 to identify transportation requirements to support ESF-13.

Coordinate the development of procedures to provide disaster intelligence to EOC and field personnel.

Coordinate with ESF-2 to determine communication frequencies to coordinate with local law enforcement in the operational areas.

Coordinate with KyEM and DMA to develop plans to deploy law enforcement resources using air and water transportation assets.

**Primary – The ESF 13 Coordinator**

Coordinates with Judge Executive/Mayor and Director of Emergency Management to provide for the protection of life and property by enforcing laws, orders, and regulations, including the movement of persons from threatened or hazardous areas. Provides for area security, traffic, and access control. Coordinator uses any available resources he deems necessary.

**H. ADMINISTRATIVE SUPPORT – Removed and placed under Plan Maintenance in the Basic Plan**

**I. REFERENCES**

KRS 39A-G

The National Response Plan

The National Incident Management System



Kentucky Division of Emergency Management, State Emergency Operations  
Center, Standard Operating Procedures

ESF 13 Standard Operating Procedures

## **EMERGENCY SUPPORT FUNCTION # 14 – COMMUNITY RECOVERY**

### **PRIMARY COORDINATOR**

The ESF 14 Coordinator is the McCracken County  
Emergency Management Director.

270-448-1530

### **LOCAL SUPPORT**

|                                                   |              |
|---------------------------------------------------|--------------|
| County Judge/Executive                            | 270-444-4707 |
| Paducah Mayor and City Manager                    | 270-444-8503 |
| McCracken County Road Department                  | 270-442-9163 |
| McCracken County Sheriff's Department             | 270-444-4719 |
| Paducah Police Department                         | 270-444-8548 |
| Jackson Purchase Energy Corporation               | 270-441-0825 |
| Paducah Power System                              | 270-575-4000 |
| McCracken County Finance Officer                  | 270-444-4725 |
| McCracken County Property Valuation Administrator | 270-444-4712 |
| McCracken County Clerk                            | 270-444-4700 |
| Paducah Engineering and Public Works (EPW)        | 270-442-9163 |
| Kentucky Division of Emergency Management         | 800-255-2587 |
| Volunteer Organizations Active in Disaster (VOAD) | 270-556-5221 |

### **LOCAL RESOURCE**

|                                  |              |
|----------------------------------|--------------|
| McCracken County Road Department | 270-442-9163 |
| Mercy Regional EMS               | 270-444-8550 |
| Paducah Fire Department          | 270-444-8550 |
| County Fire Departments          | 270-444-8550 |

*(Not all agencies are listed under this section, as it would vary and be difficult to include all agencies that could be affected by the impact of a disaster. This ESF will expand/collapse as needed during an incident.)*

### **I. PURPOSE**

To provide recovery and mitigation efforts to enable communities to recover from the effects of a catastrophic event and to provide efforts to help reduce risks for future events.

### **II. SITUATIONS AND ASSUMPTIONS**

- A. The recovery process is generally less planned for than the more immediate and visible aspect of a disaster, such as emergency response, yet catastrophic event

recovery has a major impact on the long-term financial and social health of an area following a major disaster.

- B. Recovery from an event involves actions and resources from local/county jurisdictions to return the situation to normal, or as close to normal, conditions as possible.
- C. Long-term recovery is the community's effort to regain normal functions, like commerce and employment, public transportation and use of structures like buildings, bridges and roadways. Mitigation can be a part of a recovery strategy, rebuilding in a way that reduces the impact of a catastrophic event, such as changes in building and zoning codes.
- D. If a catastrophic event strikes the County, affected jurisdictions shall require assistance and support in recovering from the damage and destruction caused by the event. Agencies of county/local governments, along with private relief agencies, shall provide emergency operations support. Under certain situations the state shall provide support to recovery operations in restoring public property, critical services, and where applicable, assistance in the restoration of private property.
- E. Damage assessment teams shall be required to collect damage information following a catastrophic event. Such information, after confirmation, shall provide the basis for further action by the Mayor(s), County Judge Executive or Governor.
- F. In most cases, recovery begins as damage is identified and assessed. These damages are classified as being in either the private or public sector. The extent of damages in dollars will determine what, if any, federal or state assistance may be available during the recovery phase.
- G. Damage assessments shall be required to collect damage information following a catastrophic event. Such information, after confirmation, shall provide the basis for further actions.

### **III. MISSION**

The Mission of ESF 14 is to provide coordination and guidance for recovery operations to include restoration of damaged or destroyed public property, services and assistance to private citizens affected by a catastrophic event. Coordinate damage assessment activities, county/state declaration requirements and facilitate Damage Assessment Reports and Project Applications and to coordinate and administer the county's Public Assistance, Individual Assistance and Hazard Mitigation Programs.

#### **IV. DIRECTION AND CONTROL**

- A. The ESF 14 Coordinator will coordinate plan development to gain a scope of potential problems, and familiarize decision makers, business people, and the public with the recovery process following a catastrophic earthquake. The strategy for dealing with recovery will facilitate a rapid and complete recovery. A recovery plan should involve all levels of government and private businesses and industry. It should focus on the main problems associated with the recovery of an area following a catastrophic event and what strategies have successfully been employed to deal with these problems.
- B. The ESF 14 Coordinator will coordinate support and assistance for recovery operations throughout the County. Direction shall be provided by on-site staff personnel and through written directives.
- C. Recovery operations shall be carried out in conformance with county and state regulations governing disaster assistance programs.
- D. Recovery operations shall continue until otherwise directed by the County Judge Executive, Mayor, EM Director, or designee.
- E. Recovery operations shall be coordinated with appropriate surrounding counties/jurisdictions.
- F. All agencies must insure that proper documentation and records are maintained throughout recovery operations.
- G. Local and county government must be prepared to continue recovery operations until all actions have been completed. Recovery operations may continue long after the emergency response workers have left the scene.
- H. As part of the recovery process, local jurisdictions should conduct Hazard Analysis and Vulnerability studies to determine if the jurisdiction can benefit from mitigation measures.

#### **V. CONCEPT OF OPERATIONS**

This ESF is implemented for a catastrophic event. The impacts to the local communities can be long-term and have to be addressed to determine continuity of operations for businesses, government buildings and the community infrastructure.

Scenarios also should be used to measure the damage to critical infrastructure and facilities such as healthcare and emergency response services. This would enable officials to plan for alternative measures to ensure their ability to provide needed public services during a catastrophic event.

Scenarios will show direct and induced damage and include the social and economic losses. Social losses include casualties and shelter requirements. Economic losses include building damage, transportation and utility lifeline losses and long-term indirect economic impacts.

## **A. Phases of Management**

### **1. Preparedness**

- a. Develop guidelines for potential hazards. For instance, specific guidelines to be developed should include special study zones along faults and liquefaction hazards.
- b. Establish a comprehensive plan to minimize the secondary effects such as interruption of emergency response and recovery efforts. Develop alternative access route recommendations for emergency vehicles.
- c. Evaluate each bridge and related transportation system to identify its vulnerabilities for disruption of emergency response and recovery. Develop a bridge priority ranking system that identifies the highest hazard from an emergency response and transportation lifeline preservation perspective.
- d. Evaluate each dam to identify its vulnerabilities to collapse or release of water in an earthquake. Consider effects of roots and burrowing in weakening dam structure integrity. Develop a dam priority ranking system that identifies the highest hazard dams.
- e. Each dam structure should have an emergency action plan that addresses potential dam failure warning systems, defines the role of local n responding to warnings and provides guidance to response and recovery.

### **2. Response**

- 1) County/local governments shall maintain direction and control of disaster response operations. State assistance is to supplement the county/local response operations and shall be provided based on identified requirements and priorities.

### **3. Recovery**

- 1) Assess the social and economic consequences in the impacted area and coordinate efforts to address long-term community recovery issues.

- 2) Both County and City governments must be prepared to continue recovery operations until all actions have been completed. Recovery operations may continue long after the emergency response workers have left the scene.
- 3) All local agencies applying for federal/state funds must insure that proper documentation and records are maintained throughout recovery operations.
- 4) In a catastrophic event, state and local governments shall provide assistance in treating the injured, interring the dead and restoring property. Assistance from the federal government shall be provided, depending on the situation and availability of resources.
- 5) Recovery procedures required following a catastrophic earthquake will vary greatly and the following plans and procedures may be needed:
  - 1) Damage assessments by public and private sectors
  - 2) Reassemble family or work units
  - 3) Life, safety and health protective measures for impacted citizens
  - 4) Securing food, water, shelter, clothing, fuels and transportation
  - 5) Record keeping for potential reimbursement
  - 6) Recovery of vital records, such as bank statements, licenses, contracts, accounting documents, payroll records
  - 7) Access to funds for recovery
  - 8) Assistance from state/federal agencies may require completion of additional documents and/or coordination of assistance
  - 9) Follow-up assessments will be conducted by state & federal representatives to verify unmet needs.
  - 10) Repair or replacement of damaged and/or hazardous facilities

## **VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES**

The ESF 14 Coordinator will identify and coordinate local, state and federal agencies for recovery operations. Other related functions may require outside assistance.

### **A. GENERAL ORGANIZATION RESPONSIBILITIES**

Operational control remains the same during emergency situations as during normal activities; however, operations may require 24-hour coverage, and a central point of overall coordination. The ESF 14 Coordinator must be

prepared to assist in lengthy operations that start in response and continue through recovery and involve clean up activities and return of resources.

1. During or following a catastrophic event, the County and local governments will take a greater role in providing and coordinating resources, equipment and personnel used to maintain or restore the County's capabilities.
2. As their capabilities allow, the various agencies in the County will assist each other during a catastrophic event.
3. The County EOC will receive requests, prioritize those tasks, and deploy available resources.

#### **B. SPECIFIC KEY POSITION RESPONSIBILITIES**

**Primary** – The ESF 14 Coordinator is responsible for overall recovery operations.

#### **Support Agencies**

### **VII. REFERENCES**

- A. KRS 39A-G
- B. The National Response Plan
- C. The National Incident Management System
- D. Kentucky Division of Emergency Management, State Emergency Operations Center, Standard Operating Procedures
- E. ESF 14 Standard Operating Procedures
- F. Hazard Mitigation Plan

## **EMERGENCY SUPPORT FUNCTION # 15 - PUBLIC INFORMATION**

### **PRIMARY COORDINATOR**

|                                                                                                                         |                              |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------|
| ESF 15 Coordinators are the McCracken County<br>Emergency Management Director and Paducah<br>Public Information Officer | 270-448-1530<br>270-444-8669 |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------|

### **LOCAL SUPPORT**

|                               |              |
|-------------------------------|--------------|
| County Judge/Executive        | 270-444-4707 |
| WKYQ-FM (EAS Station)         | 270-534-9664 |
| County 24-hour Warning Point  | 270-444-8550 |
| Paducah City PIO              | 270-444-8669 |
| Paducah Police Department PIO | 270-444-8552 |
| WPSD-TV (EAS Station)         | 270-415-1900 |

### **LOCAL RESOURCE**

|                                       |              |
|---------------------------------------|--------------|
| Paducah Police Department             | 270-444-8550 |
| McCracken County Sheriff's Department | 270-444-4719 |
| National Weather Service              | 270-744-0152 |

### **STATE RESOURCE**

|                                           |              |
|-------------------------------------------|--------------|
| Kentucky State Police                     | 270-575-7288 |
| Kentucky National Guard                   | 270-575-7202 |
| Kentucky Division of Emergency Management | 800-255-2587 |

*(Not all agencies are listed under this section, as it would vary and be difficult to include all agencies that could be affected by the impact of a disaster. This ESF will expand/collapse as needed during an incident.)*

#### **A. PURPOSE**

- Identifies and organizes the resources (human, technical, equipment, facility, materials and/or supplies) available to McCracken County, and the City of Paducah to address and support public information needs in the event of either a natural or man-made disaster or emergency situation;
- Identifies the responsibilities of organizations charged with providing public information in the case of a disaster or emergency situation;
- Is established to assure the provision of public information support to McCracken County, the City of Paducah and private-sector response before, during and after an incident/event;



- Provides personnel and resources to support prevention, preparedness, protection, response, recovery and mitigation in support of the primary emergency management objectives of public information in emergency and disaster situations.

## **B. MISSION**

The mission of the Public Information Emergency Support Function is to coordinate and organize public information resources in preparing for, responding to and recovering from emergency/disaster incidents which impact the citizens of McCracken County

## **C. DIRECTION**

The scope of this ESF includes:

- Assessing public information system damage and determining the required resources to restore such public information systems;
- Coordinating with ESF-15/Public Information support agencies for assistance in helping public information suppliers obtain information, equipment, specialized labor, fuel and transportation;
- Coordinating information with local, state, and federal officials and suppliers about available public information supply recovery assistance;
- Providing technical assistance concerning public information systems.

## **D. CONCEPT OF OPERATIONS**

- Emergency Management shall establish the Joint Information Center (JIC) adjacent to the McCracken County EOC.
- The Emergency Management Public Information Officer (PIO) will coordinate all media releases originating from the EOC and also coordinate media activities and interfaces with other organizational PIOs or those in similar positions.
- The Emergency Management will PIO will schedule periodic media conferences to ensure the release of accurate information to media representatives.

## **RESPONSIBILITIES**

### **All tasked agencies will:**

- Develop applicable standard operating procedures, guidelines and/or checklists which clearly define the role of this emergency support function in the overall functioning of the McCracken County EOC and detail the accomplishment of their assigned functions;
- Train staff in the standard operating procedures, guidelines and/or checklists that outline the courses of action to be taken during a pending or actual disaster or emergency situation;
- Participate in drills to exercise these procedures and actions on a regular basis;
- Participate in honest appraisals of the performance of the Public Information role and actions after each drill, exercise and actual activation of the McCracken County EOC;
- Participate in a continuous quality improvement process that uses the findings of the performance appraisals and the lessons learned to continuously refine the role and actions of this emergency support function in the overall functioning of the McCracken County EOC and incorporate these into clearly written procedures which are shared with all staff and involved agencies;
- Deploy a representative to the EOC to assist with emergency management activities;
- Provide on-going status reports as requested by the Emergency Management Coordinator;
- Document all costs and expenses associated with response and recovery activities taking care to clearly separate disaster-related work from daily work in the event that State and Federal reimbursement becomes available;
- Maintain up-to-date rosters for notifying personnel and 24-hour EOC staffing capabilities, and provide this information to the McCracken County Emergency Management Agency;
- Perform other emergency responsibilities as assigned.

### **Primary Agencies:**

Office of the McCracken County Judge/Executive  
Office of the Mayor of Paducah  
McCracken County Emergency Management Agency

ESF-15 disseminates emergency information to the general public during disasters.

ESF-15 provides information to the news media in briefings, Situation Reports, news releases, or emergency alert announcements. ESF-15's duties during activations include:

- Disseminating information concerning the disaster and its associated threats and protective actions to the news media and general public;
- Determining appropriate vehicle/format for all communications, releases, advisory bulletins and interviews;
- Correcting misinformation being disseminated by media;
- Providing information for website press releases;
- Approving emergency information for publication on the McCracken County website;
- Coordinating public information concerning needed volunteer goods and services;
- Coordinating with support agencies in the preparation of consistent and accurate messages and the dissemination of messages through timely briefings and news conferences;
- Maintaining a contact list of media and ESF-15 staff in the EOC;
- Creating bulletins and handouts for the public;
- Scheduling personnel coverage to overlap to ensure continuation of function;
- Maintain a log of events via WebEOC and/or On-line Incident Log.
- Approving emergency information for publication on the McCracken County website;
- Coordinating public information concerning needed volunteer goods and services;

- Coordinating with support agencies in the preparation of consistent and accurate messages and the dissemination of messages through timely briefings and news conferences;
- Maintaining a contact list of media and ESF-15 staff in the EOC;
- Creating bulletins and handouts for the public.

## **NOTIFICATIONS**

McCracken County E911 Dispatch is the county's 24-hour Warning Point.

When the county or an area of the county has been threatened or impacted by an emergency or disaster event, McCracken County E911 Dispatch will notify the McCracken County Emergency Management Agency Director who in turn will notify the State Emergency Operations Center Duty Officer. The state Emergency Operations Center notifies applicable state agencies including the Regional Response Manager of KyEM Region 1.

ESF-15/Public Information will be activated or placed on standby upon notification by the McCracken County Emergency Management Agency. Upon instructions to activate this Emergency Support Function, the ESF-15 Coordinator and Support Agencies will implement their procedures to notify and mobilize all personnel, facilities and physical resources potentially needed, based on the emergency circumstance.

## **CONTROL**

The McCracken County Judge Executive, the Mayor of Paducah and the McCracken County Office of Emergency Management are the lead agencies for ESF-15 and will manage the emergency activities of ESF-15/Public Information. Public Information operates from the McCracken County Emergency Operations Center (EOC) on a 24 hour/7 days a week schedule to help maintain the flow of public information services. The McCracken County Office of Emergency Management functions as the official disaster organization for preparedness, mitigation, response and recovery within McCracken County and serves as the focal point for ESF-15 activities. It is responsible for ensuring that all appropriate program departments, support agencies, other Emergency Support Functions and private voluntary agencies have knowledge about the system and ESF-15 expectations.

The ESF-15/Public Information system operates at two levels – the Emergency Operations Center and field operations.

All management decisions regarding county and/or regional resource allocation are made at the Emergency Operations Center by the ESF-15/Public Information Coordinator during emergency activations. In accordance with a mission assignment from ESF-15 and further mission tasking by a local primary agency, each support organization assisting in an ESF-15/Public Information assignment will retain administrative control over its own resources and personnel but will be under the operational control of ESF-15.

## **E. ADMINISTRATIVE SUPPORT**

### **Support Agencies:**

Support agencies will provide assistance to the Emergency Support Function with:

- Performing the above-outlined tasks as requested by the ESF Coordinator;
- Services, staff, equipment, and supplies that complement the entire emergency response effort
- Reporting current resources capabilities on a regular basis.

The Public Information Officer, Judge Executive's Communication Staff, will work closely with Public Information Officers from support agencies to ensure consistency and accuracy in the development and delivery of messages on disaster impacts, actions taken, protective measures for the public and other issues. ESF-15 will coordinate with the media representatives or PIOs from the following agencies:

- McCracken County Office of Emergency Management
- National Weather Service/Emergency Alert system

ESF-15 will also coordinate with PIOs from other agencies to include state and federal, especially if a Joint Information Center is established. Each agency can provide one PIO to the JIC for information processing and dissemination.

Requests for emergency assistance will be resolved at the lowest level direction and control facility with appropriate response resources capabilities. Unresolved assistance requests will normally flow upward from cities to the county and/or field deployed command posts to responsible representatives in the State Emergency Operations Center, and as required to other states or the federal government for assistance support.

## **F. REFERENCES**

KRS 39A-G

The National Response Plan

The National Incident Management System

Kentucky Division of Emergency Management, State Emergency Operations Center, Standard Operating Procedures

ESF 15 Standard Operating Procedures

A Resolution in Memory of Mr. Robert Coleman

- WHEREAS, Robert Coleman served as a Commissioner on the Paducah Board of Commissioners from 1974-1975, then again from 1978-1991, and again from 1994-2008.; and
- WHEREAS, Mr. Coleman was Paducah's longest serving elected official, having served a total of 31 years as City Commissioner; and
- WHEREAS, Mr. Coleman brought a passion for equality and job accessibility to his role as City Commissioner and will be remembered as a true example of leadership by both the African American community and the City of Paducah as a whole; and
- WHEREAS, the many contributions Mr. Coleman made to the City of Paducah will live on as his legacy and his accomplishments will continue to influence this community for years to come.

NOW THEREFORE, be it resolved that the Board of Commissioners of the City of Paducah, Kentucky, on behalf of its citizens, offer their condolences to the family of Robert Coleman and express their gratitude for his commitment and leadership in our community.

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Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, \_\_\_\_\_  
Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_  
Resolution – Robert Coleman

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: December 8, 2020

**Short Title:** Closure of Two Alleys Extending West of Northview Street Onto the Paducah-McCracken County Joint Sewer Agency Property Located at 621 Northview Street - **R MURPHY**

**Category:** Ordinance

Staff Work By: Josh Sommer, Melanie Townsend

Presentation By: Rick Murphy

**Background Information:** The adjacent property owner, Paducah-McCracken County Joint Sewer Agency, has submitted an executed application requesting the two alleys extending west of Northview Street onto the property located at 621 Northview Street be closed.

On November 2, 2020, the Planning Commission held a Public Hearing and made a positive recommendation to the City Commission for this closure. All of the utility companies have agreed to this closure

**Does this Agenda Action Item align with a Strategic Plan Action Step? No**

**If yes, please list the Action Step Item Codes(s):**

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

**Staff Recommendation:** To adopt an ordinance authorizing the closing of two alleys extending west of Northview Street onto the Paducah-McCracken County Joint Sewer Agency property located at 621 Northview Street and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owner.

**Attachments:**

1. Ordinance alley – 621 Northview Alley Closure JSA
2. 621 Northview Alley Closure\_PC Resolution
3. 621 Northview Alley Closure\_Application
4. 621 Northview Alley Closure\_Plat



ORDINANCE NO. 2020-\_\_\_\_\_-\_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE CLOSING OF TWO ALLEYS  
EXTENDING WEST OF NORTHVIEW STREET ONTO THE PADUCAH-MCCRACKEN  
COUNTY JOINT SEWER AGENCY PROPERTY LOCATED AT 621 NORTHVIEW STREET,  
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  
two alleys extending west of Northview Street as follows:

**ALLEY CLOSURE – TRACT 1A - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7<sup>th</sup> Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7<sup>th</sup> Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 115.03 ft. to a point in the center of a 30' alley;

Thence along the centerline of above said alley, N62°01'25"W a distance of 113.96 ft. the True Point of Beginning;

Thence from the True Point of Beginning, N62°01'25"W a distance of 116.71 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 114);

Thence, N62°01'25"W a distance of 50.00 ft. to a point;

Thence, N31°58'52"E a distance of 30.03 ft. to a point;

Thence, S62°02'01"E a distance of 164.61 ft. to a point;

Thence, S27°58'35"W a distance of 14.98 ft. to the True Point of Beginning.

The above described Tract contains 3,214 square feet.

**ALLEY CLOSURE – TRACT 1B - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7<sup>th</sup> Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7<sup>th</sup> Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138);

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 204.64 ft. to the True Point of Beginning, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 114);

Thence from the True Point of Beginning, N62°01'25"W a distance of 25.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 114);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 25.00 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to the True Point of Beginning.

The above described Tract contains 375 square feet.

#### **ALLEY CLOSURE – TRACT 1C - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyron Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7<sup>th</sup> Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7<sup>th</sup> Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138);

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 104.64 ft. to the True Point of Beginning, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 103), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212);

Thence from the True Point of Beginning, N62°01'25"W a distance of 100.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 114);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 100.00 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to the True Point of Beginning.

The above described Tract contains 1,500 square feet.

### **ALLEY CLOSURE – TRACT 1D - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7<sup>th</sup> Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7<sup>th</sup> Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138);

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 95.64 ft. to the True Point of Beginning, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 92), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 103);

Thence from the True Point of Beginning, N62°01'25"W a distance of 9.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 103), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 9.00 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to the True Point of Beginning.

The above described Tract contains 135 square feet.

### **ALLEY CLOSURE – TRACT 1E - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7<sup>th</sup> Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7<sup>th</sup> Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138);

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 70.64 ft. to the True Point of Beginning, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 92);

Thence from the True Point of Beginning, N62°01'25"W a distance of 25.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book

1416, Page 92), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 103);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 25.00 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to the True Point of Beginning.

The above described Tract contains 375 square feet.

### **ALLEY CLOSURE – TRACT 1F - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7<sup>th</sup> Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7<sup>th</sup> Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138), said point being the True Point of Beginning;

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 70.64 ft. to a point, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 92);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 71.67 ft. to a point, said point being in the west right-of-way of Northview Street;

Thence along above said right-of-way, S31°55'59"W a distance of 15.04 ft. to the True Point of Beginning.

The above described Tract contains 1,067 square feet.

### **ALLEY CLOSURE – TRACT 1G - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7<sup>th</sup> Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7<sup>th</sup> Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 115.03 ft. to a point in the center of a 30' alley being the True Point of Beginning;

Thence from the True Point of Beginning and along the centerline of above said alley, N62°01'25"W a distance of 113.96 ft. to a point;

Thence, N27°58'35"E a distance of 14.98 ft. to a point;

Thence, S62°02'01"E a distance of 115.00 ft. to a ½" pipe (found), said point being the southeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212), said point also being in the west right-of-way of Northview Street;

Thence along the above said right-of-way, S31°55'59"W a distance of 15.04 ft. to the True Point of Beginning.

The above described Tract contains 1,716 square feet.

## **ALLEY CLOSURE – TRACT 2 - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7<sup>th</sup> Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7<sup>th</sup> Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 486.14 ft. to a point, said point being the True Point of Beginning;

Thence from the True Point of Beginning and leaving the west right-of-way line of Northview Street, N62°02'01"W a distance of 100.00 ft. to a point;

Thence, N31°55'59"E a distance of 16.00 ft. to a point;

Thence, S62°02'01"E a distance of 100.00 ft. to a point, said point being in the west right-of-way line of Northview Street;

Thence with the above said right-of-way, S31°55'59"W a distance of 16.00 ft. to the True Point of Beginning.

The above described Tract contains 1,596 square feet.

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. The Paducah-McCracken County Joint Sewer Agency owns the 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 2<sup>nd</sup> day of November, 2020, 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. Further, the Mayor is hereby authorized, empowered, and directed to execute all documents related to the street closing as authorized 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.

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, \_\_\_\_\_  
Adopted by the Board of Commissioners, \_\_\_\_\_  
Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_  
Published by The Paducah Sun, \_\_\_\_\_  
\\ord\eng\st close\alley – 621 Northview Alley Closure JSA

## CERTIFICATION

I, Lindsay Parish, 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

## Exhibit A

### City of Paducah, Kentucky Public Right-of-Way Closure Application

VAC2020-109



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

Date: 10-9-2020

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

Public Right-of-Way: 16' Alley (west of Northview Street), 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:

[Signature]  
Signature of Property Owner  
Josh Webb  
Property Owner's Name Printed  
601 Northview St. Paducah, KY 42001  
Address

STATE OF KENTUCKY )  
COUNTY OF McCRACKEN )

The foregoing instrument was sworn to and acknowledged  
before me this 8<sup>th</sup> day of October, 2020,  
by Josh Webb.

My Commission expires 4/14/2022.

[Signature] #598755  
Notary Public, State at Large

SEAL

\_\_\_\_\_  
Signature of Property Owner  
\_\_\_\_\_  
Property Owner's Name Printed  
\_\_\_\_\_  
Address

STATE OF KENTUCKY )  
COUNTY OF McCRACKEN )

The foregoing instrument was sworn to and acknowledged  
before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State at Large

SEAL



A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF TWO ALLEYS EXTENDING WEST OF NORTHVIEW STREET ONTO THE PADUCAH-McCRACKEN COUNTY JOINT SEWER AGENCY PROPERTY LOCATED AT 621 NORTHVIEW STREET.

WHEREAS, a public hearing was held on November 2, 2020 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 two alleys (one 164.61' long and 30.08' wide and the other 100' long and 16' wide) extending west of Northview Street onto the Joint Sewer Agency property at 621 Northview Street.

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

SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah to close two alleys extending west of Northview Street onto the Joint Sewer Agency property located at 621 Northview Street as follows:

#### **ALLEY CLOSURE – TRACT 1A - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7<sup>th</sup> Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7<sup>th</sup> Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 115.03 ft. to a point in the center of a 30' alley;

Thence along the centerline of above said alley, N62°01'25"W a distance of 113.96 ft. to the True Point of Beginning;

Thence from the True Point of Beginning, N62°01'25"W a distance of 116.71 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 114);

Thence, N62°01'25"W a distance of 50.00 ft. to a point;

Thence, N31°58'52"E a distance of 30.03 ft. to a point;

Thence, S62°02'01"E a distance of 164.61 ft. to a point;

Thence, S27°58'35"W a distance of 14.98 ft. to the True Point of Beginning.

The above described Tract contains 3,214 square feet.

#### **ALLEY CLOSURE – TRACT 1B - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7<sup>th</sup> Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7<sup>th</sup> Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138);

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 204.64 ft. to the True Point of Beginning, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 114);

Thence from the True Point of Beginning, N62°01'25"W a distance of 25.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 114);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 25.00 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to the True Point of Beginning.

The above described Tract contains 375 square feet.

#### **ALLEY CLOSURE – TRACT 1C - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7<sup>th</sup> Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7<sup>th</sup> Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138);

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 104.64 ft. to the True Point of Beginning, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 103), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212);

Thence from the True Point of Beginning, N62°01'25"W a distance of 100.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 114);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 100.00 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to the True Point of Beginning.

The above described Tract contains 1,500 square feet.

#### **ALLEY CLOSURE – TRACT 1D - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7<sup>th</sup> Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7<sup>th</sup> Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138);

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 95.64 ft. to the True Point of Beginning, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 92), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 103);

Thence from the True Point of Beginning, N62°01'25"W a distance of 9.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 103), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 9.00 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to the True Point of Beginning.

The above described Tract contains 135 square feet.

### **ALLEY CLOSURE – TRACT 1E - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7<sup>th</sup> Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7<sup>th</sup> Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138);

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 70.64 ft. to the True Point of Beginning, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 92);

Thence from the True Point of Beginning, N62°01'25"W a distance of 25.00 ft. to a point, said point being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 92), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 103);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 25.00 ft. to a point;

Thence, S27°58'35"W a distance of 15.00 ft. to the True Point of Beginning.

The above described Tract contains 375 square feet.

### **ALLEY CLOSURE – TRACT 1F - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7<sup>th</sup> Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7<sup>th</sup> Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 99.99 ft. to a ½" rebar (found), said point being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138), said point being the True Point of Beginning;

Thence leaving the west right-of-way line of Northview Street, N62°01'25"W a distance of 70.64 ft. to a point, said point also being the northwest corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 984, Page 138), said point also being the northeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1416, Page 92);

Thence, N27°58'35"E a distance of 15.00 ft. to a point, said point being in the centerline of 30' alley;

Thence with the centerline of above said alley, S62°01'25"E a distance of 71.67 ft. to a point, said point being in the west right-of-way of Northview Street;

Thence along above said right-of-way, S31°55'59"W a distance of 15.04 ft. to the True Point of Beginning.

The above described Tract contains 1,067 square feet.

### **ALLEY CLOSURE – TRACT 1G - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7<sup>th</sup> Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7<sup>th</sup> Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 115.03 ft. to a point in the center of a 30' alley being the True Point of Beginning;

Thence from the True Point of Beginning and along the centerline of above said alley, N62°01'25"W a distance of 113.96 ft. to a point;

Thence, N27°58'35"E a distance of 14.98 ft. to a point;

Thence, S62°02'01"E a distance of 115.00 ft. to a ½" pipe (found), said point being the southeast corner of the Paducah-McCracken County Joint Sewer Agency property (recorded in Deed Book 1413, Page 212), said point also being in the west right-of-way of Northview Street;

Thence along the above said right-of-way, S31°55'59"W a distance of 15.04 ft. to the True Point of Beginning.

The above described Tract contains 1,716 square feet.

### **ALLEY CLOSURE – TRACT 2 - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Northview Street and north of 7<sup>th</sup> Street, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at an aluminum disk (found) at the intersection of the west right-of-way of Northview Street and the north right-of-way of 7<sup>th</sup> Street;

Thence with the west right-of-way of Northview Street, N31°55'59"E a distance of 486.14 ft. to a point, said point being the True Point of Beginning;

Thence from the True Point of Beginning and leaving the west right-of-way line of Northview Street, N62°02'01"W a distance of 100.00 ft. to a point;

Thence, N31°55'59"E a distance of 16.00 ft. to a point;

Thence, S62°02'01"E a distance of 100.00 ft. to a point, said point being in the west right-of-way line of Northview Street;

Thence with the above said right-of-way, S31°55'59"W a distance of 16.00 ft. to the True Point of Beginning.

The above described Tract contains 1,596 square feet.

**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 Right-of-Way shall be forwarded to the Board of Commissioners with this Resolution.

  
Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on November 2, 2020



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

Date: 10-9-2020

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

Public Right-of-Way: 16' Alley (west of Northview Street), 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:

[Signature]  
Signature of Property Owner

Josh Webb  
Property Owner's Name Printed

6021 Northview St. Paducah, KY 42001  
Address

STATE OF KENTUCKY )  
COUNTY OF McCRACKEN )

The foregoing instrument was sworn to and acknowledged  
before me this 8<sup>th</sup> day of October, 2020,  
by Josh Webb

My Commission expires 4/14/2022

[Signature] #598753  
Notary Public, State at Large

SEAL

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Property Owner's Name Printed

\_\_\_\_\_  
Address

STATE OF KENTUCKY )  
COUNTY OF McCRACKEN )

The foregoing instrument was sworn to and acknowledged  
before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State at Large

SEAL







# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: December 8, 2020

Short Title: Approve Sprocket \$900,000 Forgivable Loan - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt

Presentation By: James Arndt

**Background Information:** The City of Paducah desires to continue our economic development partnership with Sprocket in their efforts to create high tech jobs and startup companies in Paducah. The City will be loaning \$900,000 to Sprocket for them to build out 8,000 square feet of maker space in the Coca-Cola building currently owned by the Musselmans. The term of the loan, 20 years, will match the term of the lease between Sprocket and the facility owner. Sprocket in a partnership with Codefy will create start-up companies and high tech jobs in the Paducah facility as required within the forgivable loan agreement. If the requirements in the agreement are fully met, 75% of the 900,000 loan will be forgiven. The terms of the loan require Sprocket to pay 25% of the \$900,000 over the last 15 years of the 20 year term. The payments will be annualized over that 15 year period. There will be a 1% interest rate applied to the loan amount.

In conjunction with the approval of the \$900,000 Forgivable Loan to Sprocket, the City needs to amend the Budget by utilizing unbudgeted cash reserves in the amount of \$900,000 (a portion of the sales proceeds garnered by the sale of the Genova Property). This ordinance authorizes the transfer \$900,000 from Debt Service Undesignated Fund Balance (3000) to the General Fund - Note Receivable Account 1000-101055.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:  
Account Number:

Staff Recommendation:

Attachments:

1. ORD Sprocket Forgivable Loan 12-2020 Final
2. Forgivable Loan Agreement Final
3. Appendices to Forgivable Loan Agreement

**ORDINANCE NO. 2020-\_\_\_\_\_ - \_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 2020-6-8641;  
AUTHORIZING CITY OF PADUCAH TO EXECUTE A FORGIVABLE LOAN  
AGREEMENT WITH SPROCKET, INC., IN AN AMOUNT UP TO \$900,000 TO  
PARTIALLY FUND THE CONSTRUCTION COST OF A RENOVATED  
FACILITY THAT WILL BE USED FOR THE CREATION OF NEW START-UP  
BUSINESSES AND JOB OPPORTUNITIES WITHIN THE CITY OF  
PADUCAH, AND TO EXECUTE THE OTHER AGREEMENTS AND  
DOCUMENTS THAT ARE A PART THEREOF.**

**WHEREAS**, Sprocket, Inc., (hereafter the “Borrower”) is a non-profit corporation that was duly organized under KRS Chapter 273, and duly qualified as an exempt organization under Section 501(c)(3) of the Internal Revenue Code; and

**WHEREAS**, the Borrower’s primary purpose is to advance the cause of science, technology, and entrepreneur education through a network that enables new start-up businesses and entrepreneurs to avail themselves of resources and educational programming that are beneficial to the establishment and growth of their business enterprises; and

**WHEREAS**, the Borrower has leased from Musselman Properties, LLC, approximately 8,800 square feet of warehouse feet in the Coke Plant facility that will be used for the Borrower’s place of operation, a portion of which will be sublet to start-up businesses and entrepreneurs who utilize the Borrower’s network in the establishment and growth of their business enterprises; and

**WHEREAS**, the Borrower must construct various facilities, systems and improvements within the lease space to accommodate its intended use of that space, and the needs and requirements of the sublessees who will be located within the lease space; and

**WHEREAS**, the Borrower has requested a line of credit loan from the City to fund the construction cost of the facilities, systems and improvements to be constructed within the lease space, and in relation thereto, has warranted to the City that its proposed use of that space will generate the creation of new start-up businesses within the City, and provide new employment opportunities for its residents; and

**WHEREAS**, the City has a substantial interest in promoting economic growth within the City, which includes the creation of new start-up businesses and job opportunities; and

**WHEREAS**, the City Commission has determined that the Borrower’s proposed development within the Coke Plant facility, and Borrower’s proposed use of that facility, constitutes a valid public purpose, and by reason thereof, the City has agreed to extend to Borrower a line of credit loan up to and including the amount of \$900,000.00 to fund seventy five percent (75%) of the construction costs of Borrower’s proposed renovation to the lease space, subject to the terms and conditions that are contained in this Agreement.

**NOW, THEREFORE, BE IT ORDAINED**, by the City of Paducah, Kentucky as follows:

**SECTION 1. Budget Amendment.** That the annual budget for the fiscal year beginning July 1, 2020, and ending June 30, 2021, as adopted by Ordinance No. 2020-6-8641, be amended by the following re-appropriations: Transfer \$900,000 from Debt Service Undesignated Fund Balance (3000) to the General Fund Note Receivable Account 1000-101055.



**SECTION 2. Forgivable Loan Agreement.** That the Mayor of the City of Paducah, Kentucky is hereby authorized and directed to execute a Forgivable Loan Agreement with Sprocket, Inc., (the “Borrower”) in an amount up to \$900,000.00, in substantially the form attached hereto and made part hereof (Exhibit A), which terms are not inconsistent with this Ordinance and not substantially adverse to the City, together with such other agreements, instruments or certifications which may be necessary to accomplish said Forgivable Loan.

**SECTION 3. Loan Guaranty Agreement.** That the Mayor of the City of Paducah, Kentucky is hereby authorized and directed to execute a Loan Guaranty Agreement with the Guarantor, upon such terms as may be approved by the Mayor which are not inconsistent with this Ordinance and not substantially adverse to the City, together with such other agreements, instruments or certifications which may be necessary to accomplish the City’s guarantee of the loan.

**SECTION 4. Severability.** That if any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed to be severable from all remaining provisions and shall not affect the validity of such other provisions.

**SECTION 5. Inconsistent Actions.** All prior ordinances, resolutions, orders or parts thereof inconsistent herewith are hereby repealed.

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

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners \_\_\_\_\_  
Adopted by the Board of Commissioners, \_\_\_\_\_  
Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_  
Published by *The Paducah Sun*, \_\_\_\_\_

**EXHIBIT A**

## **FORGIVABLE LOAN AGREEMENT**

**THIS FORGIVABLE LOAN AGREEMENT** is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 2020, between the **CITY OF PADUCAH**, a Kentucky municipality, hereafter the “City”, and **SPROCKET, INC.**, a Kentucky non-profit corporation, hereafter the “Borrower”.

### **RECITALS**

**WHEREAS**, the Borrower is a non-profit corporation that was duly organized under KRS Chapter 273, and duly qualified as an exempt organization under Section 501(c)(3) of the Internal Revenue Code; and

**WHEREAS**, the Borrower’s primary purpose is to advance the cause of science, technology, and entrepreneur education through a network that enables new start-up businesses and entrepreneurs to avail themselves of resources and educational programming that are beneficial to the establishment and growth of their business enterprises; and

**WHEREAS**, the Borrower has leased from Musselman Properties, LLC, approximately 8,800 square feet of warehouse feet in the Coke Plant facility that will be used for the Borrower’s place of operation, a portion of which will be sublet to start-up businesses and entrepreneurs who utilize the Borrower’s network in the establishment and growth of their business enterprises; and

**WHEREAS**, the Borrower must construct various facilities, systems and improvements within the lease space to accommodate its intended use of that space, and the needs and requirements of the sublessees who will be located within the lease space; and

**WHEREAS**, the Borrower has requested a line of credit loan from the City to fund the construction cost of the facilities, systems and improvements to be constructed within the lease space, and in relation thereto, has warranted to the City that its proposed use of that space will generate the creation of new start-up businesses within the City, and provide new employment opportunities for its residents; and

**WHEREAS**, the City has a substantial interest in promoting economic growth within the City, which includes the creation of new start-up businesses and job opportunities; and

**WHEREAS**, the City Commission has determined that the Borrower’s proposed development within the Coke Plant facility, and Borrower’s proposed use of that facility, constitutes a valid public purpose, and by reason thereof, the City has agreed to extend to Borrower a line of credit loan up to and including the amount of \$900,000.00 to fund seventy five percent (75%) of the construction costs of Borrower’s proposed renovation to the lease space, subject to the terms and conditions that are contained in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt, mutuality and sufficiency of all

of which is hereby acknowledged by the parties hereto, the City and the Borrower hereby agree as follows:

## **SECTION 1** **Definitions**

Each of the following terms as used in this Agreement shall have the meaning that is ascribed to that term under this Section 1:

**1.1 “Agreement”** shall mean this Forgivable Loan Agreement, and any amendments and renewals that are made thereto.

**1.2 “Approved Plans and Specifications”** shall mean the plans and specifications, duly approved by Musselman and the City, for the construction of the Renovated Facility.

**1.3 “Effective Date”** shall mean the date on which this Agreement is executed by the parties, which is stipulated to be \_\_\_\_\_, 2020.

**1.4 “Estimated Construction Cost”** shall mean the estimated cost of constructing the Renovated Facility, which is stipulated to be \$1,200,000.00. The term **“Funded Estimated Construction Cost”** shall mean the Estimated Cost of Construction that will be funded from the Loan. A general itemization of the Estimated Construction Cost of the Renovated Facility is provided in *Appendix “A”* to this Agreement.

**1.5 “Facility Employee”** shall mean either: (i) a new Full-Time Employee hired by a Start-up Business that subleases space at the Renovated Facility, or (ii) a retained Full-Time Employee that was hired by a Start-up Business while it was a sublessee at the Renovated Facility, and remains employed by the Start-up Business after it relocated out of the Renovated Facility. The term “Facility Employee” shall not include any employee that was hired by a Start-up Business after it relocated from the Renovated Facility, or any employee whose place of work is located outside of the City.

**1.6 “Full-Time Employee”** shall mean a person that is employed by a Start-up Business to work an average work week of thirty-five (35) hours per week; provided that the employee’s place of employment is located within the City.

**1.7 “Lease Agreement”** shall mean the lease agreement that was entered into between Musselman Properties, LLC, and Borrower on the \_\_\_\_ day of \_\_\_\_\_, 2020, and any amendments and renewals that are made thereto.

**1.8 “Loan”** shall mean the line of credit loan not to exceed \$900,000.00 that will be used to fund 75% of the construction cost of the Renovated Facility, which loan which shall be evidenced by and repaid in accordance with the Note.

**1.9 “Musselman”** shall mean Musselman Properties, LLC, who is the landlord under

the Lease Agreement.

**1.10 “New Business Enterprise”** shall mean a proprietorship or legal entity that was formed after the Effective Date of this Agreement for the purpose of engaging in a business enterprise for profit.

**1.11 “Note”** shall mean the promissory note that is issued by Borrower in relation to the Loan, and any renewals, replacements and extensions that are made thereto, a copy of which is provided in *Appendix “B”* to this Agreement.

**1.12 “Renovated Facility”** shall mean the facility that is depicted and constructed in accordance with the Approved Plans and Specifications.

**1.13 “Start-up Business”** shall mean a New Business Enterprise that sublets a portion of the Renovated Facility for its business operations, and participates in the educational programming that is offered at the Renovated Facility.

## **SECTION 2**

### **Loan Amount – Disbursement of Loan Proceeds**

**2.1 Loan Amount.** Subject to Borrower’s compliance with the terms and conditions that are contained under this Section 2, the City shall extend to Borrower a Loan of up to \$900,000.00 to fund 75% of the total cost of the Renovated Facility, which loan shall accrue interest at the rate of one percent (1%). The Loan shall be disbursed in accordance with the disbursement provisions that are contained in this Section 2.

**2.2 Permitted Draws on Loan.** The Borrower shall have the right to obtain periodic draws against the Loan to cover the costs that Borrower actually incurred in the construction of the Renovated Facility. To obtain a draw against the Loan, the Borrower must satisfy each and all of the following conditions precedent:

- (a) The Borrower must submit a written request for a draw. The written request must be made in a format acceptable to the City, and must be signed and certified by the Borrower and its general contractor. Each written draw request shall contain the following information:
  - 1. An itemization of the construction costs that will be paid from the draw, and copies of the invoices, bills and purchase orders that evidence those construction costs;
  - 2. A statement of the draw amount that is being requested, which shall not exceed seventy five percent (75%) of the construction costs itemized in the request;

3. A statement of the total cost of construction that the Borrower has incurred through the date of the request, and the amount that is being retained from payment;
  4. A statement of the total cost of construction that the Borrower has paid through the date of the request;
  5. A certification by Borrower that the requested draw will be applied to the costs that are itemized in the request;
  6. A certification by Borrower which certifies its full and timely compliance with all of the warranties, covenants, obligations and undertakings that Borrower assumed under this Agreement, specifically including the construction requirements that are contained in Section 2.3; and
  7. Such other information as the City may request.
- (b) The Borrower must provide the City with interim mechanics or materialmen lien waivers duly executed by each contractor, subcontractor and material provider which contains (i) a statement of the total amount that was paid to each party, and (ii) a release of that party's lien interest against Borrower's leasehold and the Renovated Facility to the extent of the amount paid. The Borrower must also provide the City with any other document or certification that may be requested by the City.
  - (c) The Borrower must be in full compliance with all of its covenants, warranties, obligations and undertakings under this Agreement.
  - (d) The Borrower must have fully complied with all of the construction requirements contained in Section 2.3.
  - (e) The amount of the draw request and the other draws previously granted shall not exceed the Completion of Construction Ratio. The term "Completion of Construction Ratio" shall be defined as the Funded Estimated Construction Cost multiplied by the percentage of completion of construction as determined by the City. In the event the requested draw amount and the other draws previously granted exceed the Completion of Construction Ratio, Borrower shall only be entitled to withdraw an amount that does not exceed the ratio.
  - (f) The amount of the draw request and the other draws previously granted do not exceed 75% of the accrued costs of construction or the loan amount of \$900,000.00. In the event the requested draw amount and the other draws exceed either of these amounts, the Borrower shall only be entitled to withdraw an amount that does not exceed those amounts.

**2.3 Construction Requirements.** In prosecuting the construction work on the Renovated Facility, the Borrower shall faithfully and timely comply with each and all of the following construction requirements:

- (a) Borrower shall construct the Renovated Facility in accordance with the Approved Plans and Specifications. Borrower shall ensure that all construction work is performed in a good and workmanlike manner, and in compliance with all applicable building codes and requirements.
- (b) Borrower shall require the general contractor to procure and maintain contractor liability coverage which indemnifies Borrower and the City from any liability that may arise from the construction work performed on the Renovated Facility. The contractor's liability policy shall contain such terms and amounts of indemnity as approved by the City. Borrower shall also procure and maintain an approved builder's risk policy on the Renovated Facility until such time that the Renovated Facility is fully constructed. Borrower shall provide the City with written documentation which certifies the procurement of the coverages that are to be provided under this Section.
- (c) Borrower shall assume and timely pay all of the construction costs of the Renovated Facility, including but not limited to labor and material costs, permit and inspection fees, equipment rentals, and costs attributable to the services provided by the general contractor; provided, however, Borrower may withhold a five percent (5%) retainage on all construction costs until completion of the Renovated Facility, subject to any reductions that are required under Kentucky's Fair Construction Act. Upon completion of the construction, Borrower shall obtain final lien waivers from the general contractor, and its subcontractors and material providers, which effectively release their lien interests against Borrower's leasehold, and the Renovated Facility constructed thereon.

**2.4 Verification of Draw Request.** The City shall have the right to review and evaluate the information contained in each draw request. In performing that evaluation, the City shall have the right and authority to verify the construction costs and information provided in the request, to consult with the general contractor's superintendent, and its employees, subcontractors and suppliers, to inspect the construction work that has been performed on the Renovated Facility, and to take any other action that the City deems necessary to carry out its evaluation.

**2.5 Rejection of Draw Request.** The City shall have the right to reject a draw request (or any part thereof) for nonconformance, incompleteness, inaccuracy, nonperformance of work, nonconforming work, failure to perform, and other valid grounds. In the event the City rejects a draw request (or any part thereof), the City shall issue a written directive which sets forth (i) the portion of the request that has been rejected, (ii) the grounds for the rejection, and (iii) the portion of the request that has been approved for processing. The City shall consult with the Borrower and the general contractor on any rejection made by the City, and shall advise them of the measures to be taken to resolve the rejection. No rejected application (or part thereof)

shall be processed and paid until such time that the Borrower has provided the required cure and remedy, and obtained the City's approval on the cure and remedy provided.

**2.6 Use of Draw Proceeds.** Upon receipt of a permitted draw, the Borrower shall ensure that the proceeds are applied to the construction costs that were itemized in the draw request. Borrower shall also ensure that any remaining construction costs are timely paid from its own funds. The City shall have the right to require the Borrower to provide written receipts of the payments that were made, and the right to pay any part of a loan disbursement directly to the creditors who are entitled to receive a payment under the request.

**2.7 Material Change Orders.** Borrower shall not issue any material change order to the Approved Plans and Specifications without the City's prior written consent. In the event Borrower is desirous of implementing a material change order, Borrower shall provide the City with a written statement which describes the proposed changes to be made to the Approved Plans and Specifications, and the additional construction costs that will be incurred therewith. The City shall have the right to reject a material change order if (i) the proposed change order constitutes a substantial deviation to the Approved Plans and Specifications as determined by the City, (ii) Borrower does not have sufficient funds to cover the additional construction costs attributable to the proposed change order, or (iii) Borrower has failed to fully and timely comply with any of its covenants, warranties, obligations, and undertakings under this Agreement, or the construction requirements contained in Section 2.3.

**2.8 Completion of Construction.** Borrower shall complete the construction of the Renovated Facility, and obtain a Certificate of Occupancy for the Facility, on or before December 31, 2021. Borrower shall obtain all certificates, licenses, and approvals that are required for the operation of the Renovated Facility, and commence its operations in that Facility, within thirty (30) days following date of completion.

**2.9 Additional Costs.** Borrower understands and agrees that Borrower shall be solely responsible for paying twenty five (25%) of the construction costs on the Renovated Facility, and that the City shall have no obligation to fund those costs, or provide any loan advance in excess of the \$900,000.00 loan amount provided hereunder. The Borrower shall assume and pay all construction costs that are not funded from the Loan from its own funds, and provide to the City documentation that evidences the source of those funds. An itemization of Borrower's funding sources, and the amount of funding provided by each source, is provided in *Appendix "C"* to this Agreement.

**2.10 Borrower's Assumption of Risks.** Borrower shall be solely responsible for and shall assume all risks of loss with respect to the construction of the Renovated Facility. Any assistance which the City may provide to Borrower under this Agreement, or in the construction of the Renovated Facility, shall not be construed as the City's assumption of any liability for the Renovated Facility, all of which liability is expressly disclaimed by the City.

**2.11 Release of City.** The City's sole obligation and duty under this Agreement is limited to that of a lender. The City shall have no obligation or liability to Borrower with respect to any aspect of the construction process, including but not limited to the supervision,



management, and inspection of the construction work, the approval or rejection of work or materials provided to the Renovated Facility, and the payment of monies owed to the general contractor, and its subcontractors and material providers. The Borrower hereby releases and discharges any claims that it may have against the City with respect to such matters.

### **SECTION 3** **Loan Repayment – Forgiveness of Loan**

**3.1 Loan Repayment.** Unless a portion of the Loan is forgiven as provided in Section 3.2 of this Agreement, the Borrower shall repay the Loan amount that was extended by the City, which shall be the principal of the Loan, plus the interest accrual of one percent (1%), in fifteen (15) annual installment payments. The first annual installment payment shall be due and payable on or before the 1<sup>st</sup> day of January, 2027. The remaining annual installment payments shall be due on or before the 1<sup>st</sup> day of January in each successive year. The City shall issue to Borrower a written notice of the amount due under each annual installment payment at least thirty (30) days prior to the due date. In the event the Borrower fails to pay any annual installment payment within ten (10) days following the due date, the Borrower shall pay to the City a late charge equal to five percent (5%) of that payment.

**3.2 Forgiveness Adjustment to Loan Payments.** Provided that Borrower has fully and timely complied with all of its warranties, covenants, obligations, and undertakings under this Agreement, the Borrower shall be entitled to the forgiveness adjustment that is provided in this Section 3.2. The forgiveness adjustment shall be dependent on Borrower's compliance with the following requirements:

- (a) Start-up Business Requirement. The Borrower shall procure and maintain subleases with Start-up Businesses that equal or exceed the minimum Start-up Business requirements that are designated in the following table on or before the scheduled compliance dates.

| <b>Compliance Date</b> | <b>Start-up Businesses</b> |
|------------------------|----------------------------|
| December 31, 2022      | 3                          |
| December 31, 2023      | 6                          |
| December 31, 2024      | 12                         |
| December 31, 2025      | 18                         |

- (b) Jobs Requirement. The Start-up Businesses shall maintain employment with Facility Employees that equal or exceed the minimum number of job positions that are designated in the following table on or before the scheduled compliance dates.

| <b>Compliance Date</b> | <b>Facility Employees</b> |
|------------------------|---------------------------|
| December 31, 2022      | 5                         |
| December 31, 2023      | 15                        |
| December 31, 2024      | 37                        |
| December 31, 2025      | 59                        |

- (c) Verification of Jobs and Start-up Requirements. The Borrower shall submit to the City an annual Program Verification Certificate within fifteen (15) days of each Compliance Date certifying the extent of Borrower's compliance with the Start-up Business and Jobs requirements. The Certificates shall comport with the Certificate forms that are provided in *Appendix "D"* to this Agreement. The City shall have the right to verify the information that is provided in the Certificates, and to perform any investigation or inquiry that is required to complete its verification.
- (d) Forgiveness Adjustment. the event the City determines that Borrower has fully and timely satisfied all of the Job and Start-up Business requirements for any compliance period that is defined in Section 3.2, the Borrower shall be entitled to receive a fifteen percent (15%) reduction to the principal of the Loan for each of those compliance periods. In the event the City determines that Borrower has satisfied all of the Job and Start-up Business requirements for all of the compliance periods defined in Section 3.2, the Borrower shall be entitled to receive a cumulative seventy-five percent (75%) reduction to the principal of the Loan. The Borrower shall repay the reduced principal amount, plus the interest accrual, in accordance with the installment payment terms that are defined in Section 3.1.

**3.3 Prepayment.** The Borrower shall have the right at any time without penalty to prepay the Note in whole or in part. Prepayment in full shall operate to discharge the Borrower's obligations on the date the prepayment is received.

## **SECTION 4**

### **Collateral**

**4.1 Security for Loan.** Borrower hereby assigns to the City a security interest in all of its assets, now owned or hereafter acquired, to secure the full and timely payment of the Note, and Borrower's full and timely performance of the obligations, duties, undertakings and liabilities that Borrower has assumed under this Agreement and the Note. The assets pledged hereunder shall specifically include but not be limited to all of the following property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located (hereafter the "Collateral"):

- (a) All inventory, accounts, contracts, documents, instruments, chattel paper, general intangibles, equipment, fixtures, and all other personal property owned or to be owned by the Borrower; and
- (b) All attachments, accessions, accessories, replacements of and substitutions for any of that property, and all accounts, contract rights, general intangibles, instruments, rents, monies, payments, and all other proceeds arising out of the sale, lease, destruction or other disposition of the property.

Borrower authorizes the City to file any financing statement that is required to protect or preserve the security interest that is assigned hereunder. Borrower shall pay to the City, upon the City's written demand, any filing fee or charge that the City incurred in perfecting its assigned security interest.

**4.2 Assignment of Leases and Rentals.** Borrower shall also assign to the City the Lease Agreement, and any sublease agreement that Borrower maintains with Start-up Businesses at the Renovated Facility, and all of its rights and interests thereunder. The assignment of the Lease Agreement and subleases shall comport with the Assignment of Leases and Rentals that is provided in *Appendix "E"* to this Agreement.

**4.3 Guaranty of Loan.** Borrower shall also provide to City a duly executed written guaranty wherein \_\_\_\_\_ (hereafter the "Guarantor") has guaranteed payment of \_\_\_\_\_ (\_\_\_\_%) of the principal under the Note. The written guaranty shall comport with the guaranty that is provided in *Appendix "F"* to this Agreement.

## **SECTION 5**

### **Borrower's Warranties and Covenants**

**5.1 Warranties.** The City's commitment to provide the Loan hereunder is predicated on the representations and warranties that are made by Borrower under this Section 5.1, all of which representations and warranties shall remain in full force and effect following the consummation of the Loan. Borrower expressly acknowledges that the City is relying upon these representations and warranties in executing this Agreement, and in consummating the Loan under this Agreement. The representations and warranties made by Borrower under this Section 5.1 are as follows:

- (a) Borrower is a non-profit corporation duly organized and existing in good standing under the laws of the Commonwealth of Kentucky, and has all requisite power and authority, corporate and otherwise, to conduct its business, to own its properties, and to execute, deliver and perform all of its obligations under this Agreement and the Note.
- (b) The execution, delivery and performance of this Agreement and the Note have been duly authorized by all necessary or proper action, including the consent and approval of its members. Upon execution, this Agreement and the Note shall constitute legal, valid and binding obligations of the Borrower.
- (c) All financial information provided to the City, including the financial statements of Borrower, are true and correct, and fairly present the financial condition of the Borrower. Since the date of submission, the Borrower has not incurred any obligation or liability that would materially and adversely affect its business operations or financial condition.
- (d) The Lease Agreement was duly executed by Borrower and Musselman, and duly approved by their respective members and owners. Borrower hereby certifies that

- (i) the Lease Agreement is a valid and enforceable lease with respect to use and operation of the premises that is defined therein, (ii) no default has occurred under the Lease Agreement, and no event has occurred or is occurring which could constitute an event of default thereunder, (iii) Borrower holds merchantable title and ownership to the Leasehold defined in the Lease Agreement, free of all liens and adverse interests, and (iv) Borrower has the right and authority to construct the Renovated Facility in accordance with the Approved Plans and Specifications.
- (e) The Borrower has the ability to generate the creation of Start-up Businesses and new job opportunities which equal or exceed the Start-up Business and Job requirements that are defined in Section 3.2.
- (f) The Borrower has secured the necessary funds to construct the Renovation Project in accordance with the Approved Plans and Specifications, specifically including the twenty five percent (25%) of the construction costs that is to be assumed and paid by Borrower. Borrower shall notify the City of any event that could impair its ability to fund those costs.

**5.2 Affirmative Covenants.** During the term of this Agreement, and for so long as Borrower shall have any obligations to the City under the Note and this Agreement, Borrower shall faithfully comply with the following affirmative covenants:

- (a) Borrower shall preserve and maintain its legal existence as a non-profit corporation in good standing, and its exempt status under Section 501(c)(3) of the Internal Revenue Code.
- (b) Borrower shall operate the Renovated Facility in a prudent and reasonable manner, and in full compliance with all applicable federal, state and local law. Borrower shall keep accurate and complete records and accountings of its business operations that are consistent with sound business practices, and shall maintain those records and accountings until the Loan is fully paid.
- (c) Borrower shall timely pay all of the costs and expenses that are incurred in the operation of its business, including the rentals that are owed to Musselman under the Lease Agreement, and perform all the obligations and undertakings that it has assumed under that Agreement. Borrower shall utilize its best efforts to procure and maintain subleases on the rental spaces within the Renovated Facility, and comply with the obligations and undertakings that Borrower has assumed thereunder.
- (d) Borrower shall maintain the Renovated Facility, and the equipment, fixtures, and other property that are a part thereof, in a state of good condition and repair, and shall pay and discharge the cost of repairs and maintenance of same. Borrower shall not sell, encumber or otherwise dispose of any of its assets except in the ordinary course of business.

- (e) Borrower shall procure and maintain (i) comprehensive general liability insurance on its operations at the Renovated Facility as required under the Lease Agreement, and (ii) adequate casualty coverage on its business properties at replacement value. Borrower shall assume and timely pay all of the premium charges that are required for those coverages.
- (f) Borrower shall pay all taxes, assessments and charges that are imposed upon its business operations and properties, and all payroll taxes and withholdings on its employees. Borrower shall maintain sufficient deposits to cover the amounts that Borrower is required to pay on employee and other required withholdings.
- (g) Borrower shall take all necessary steps to preserve and maintain any licenses and certifications that are required for its business operations, and shall comply with all present and future laws that are applicable to those operations. Borrower warrants that all of its existing licenses, certifications, and governmental approvals are currently valid and in good standing, and that Borrower is in full compliance with all legal requirements thereunder.
- (h) Borrower and the Guarantor shall submit to the City a copy of their federal income tax returns and an annual financial statement and balance sheet on their respective businesses, all of which shall be submitted within six (6) months following the close of each calendar year.

## **SECTION 6**

### **Events of Default – Remedies for Default**

**6.1 Events of Default.** The occurrence of one or more of the following events shall constitute an event of default under this Agreement and the Note:

- (a) Borrower has failed to make an annual installment payment under the Note within a period of ten (10) days following the scheduled due date for that payment.
- (b) Borrower has failed to perform or comply with any covenant, warranty, obligation or undertaking under this Agreement within ten (10) days following receipt of the City's written notice of default.
- (c) Borrower has failed to satisfy the Jobs and Start-up Business requirements defined under Section 3.2 of this Agreement for two (2) successive year periods.
- (d) Borrower has failed to use the Renovated Facility for the purposes defined in the recitals to this Agreement, or has discontinued its business operations at the Renovated Facility.
- (e) Borrower has assigned this Agreement, or any of its rights or liabilities under this Agreement, without the prior written consent of the City.

- (f) An eviction, repossession or other adverse action is taken against the Renovated Facility, or any of the Collateral that Borrower has pledged under this Agreement.

- (g) Borrower or the Guarantor has furnished the City with any financial statement, representation, warranty or certificate that is materially false, incorrect, or incomplete when made.
- (h) Borrower or the Guarantor files any type of bankruptcy proceeding, including a proceeding for reorganization and readjustment of their debts, or a receiver or trustee is appointed to take control of their business or its assets.
- (i) The City determines in its reasonable discretion that Borrower is unable to perform or satisfy any of the covenants, warranties, obligations and undertakings that Borrower assumed under this Agreement, or the Borrower or the Guarantor admit their inability to pay its debts as they mature.

**6.2 Remedies upon Default.** Upon the occurrence of an event of default, the City shall have the absolute and unconditional right, at its sole option, to exercise any or all of the remedies that are provided under this Section 6.2. All of the rights and remedies of City under this Section 6.2 shall be cumulative to the greatest extent permitted by law, and may be exercised successively or concurrently.

- (a) The City shall have the right to accelerate the indebtedness under the Note and this Agreement, and to make a written demand upon the Borrower and the Guarantor for the full payment of same. The City shall also have the absolute and unconditional right to terminate the Borrower's line of credit loan, and to refuse any draw requests that are made thereon.
- (b) The City shall have the right to take possession of Borrower's assets, and to sell that property, in whole or in part, through a public or private sale. Any notices required thereon shall be deemed reasonable if mailed to the persons entitled thereto at their last known address at least ten (10) days prior to disposition of the assets and, in reference to a private sale, need state only that the City intends to negotiate such a sale. Any sale or other disposition of such property shall be deemed commercially reasonable if made to a public offering advertised at least once in a newspaper of general circulation in the community where the collateral is located.
- (c) The City shall have the right to take control over the accounts of Borrower, including its accounts with its sublessees, and to collect and retain the proceeds that are payable therefrom. In relation thereto, the City shall have the right to (i) notify the account debtors of its right to collect the accounts, (ii) demand and receive from the account debtors any information that pertains to their account, (iii) forward invoices to the account debtors directing them to make account payments directly to the City, (iv) enforce the accounts against the account debtor in the City's or the Borrower's name, including enforcement through legal action, and (v) exercise any and all rights and remedies of Borrower in connection with the accounts.

- (d) The City shall have the right to apply the proceeds received from the liquidation of Borrower's assets against the costs, expenses, and attorney fees that the City incurs in exercising its remedies hereunder, and then to the balance owed under the Note, as the City may determine.
- (e) In the event of a default during the construction of the Renovated Facility, the City shall have the unconditional right, at its option, to proceed with the construction of the Renovated Facility through Borrower's general contractor, or through such other contractors as the City may select, and to pay all of the costs and expenses that are incurred in the construction process. All expenditures made and incurred by the City under this subsection shall be added to the principal under the Note, and accrue interest at the rate defined in the Note, all of which shall be fully secured under this Agreement. In exercising its rights hereunder, the City shall have the unconditional right to enter into and upon the renovation site, and take possession and control of the construction materials that are located thereon, and to complete the construction of the Renovated Facility in accordance with the Approved Plans and Specifications, and any changes, alterations, additions or modifications that the City deems necessary or expedient, and to do whatever other act it deems necessary to complete the Renovated Facility.
- (f) The City shall have the right to recover from Borrower and the Guarantor any and all of the costs and expenses that the City incurs in enforcing the remedies that are provided hereunder, including its reasonable attorney fees.
- (g) The City shall have the right to exercise all other rights and remedies that are available under law, both legal and equitable.

## **SECTION 7**

### **Miscellaneous Provisions**

**7.1 Inspection of the Facility.** The City, and its appointed agents, shall have the right to come upon the Renovated Facility upon reasonable advance notice and at reasonable times to examine and inspect the Renovated Facility for purposes of insuring Borrower's compliance with the terms and provisions in this Agreement.

**7.2 Waiver.** Each party shall have the right to enforce the provisions of this Agreement, in strict accordance with the terms hereof, notwithstanding any prior conduct or custom. The failure of a party to enforce its rights under this Agreement shall not be construed as having created a custom which is contrary to specific provisions of this Agreement, or as having in any way or manner modified or waived such provisions. All rights and remedies of the parties shall be cumulative, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

**7.3 Entire Agreement.** This Agreement and the attached Appendices embody the entire agreement that was made between the parties with respect to the Loan. There are no representations, terms, conditions, covenants or agreements between the parties relating thereto



which are not contained herein. This Agreement shall completely and fully supersede all other prior agreements, both written and oral.

**7.4 Notices.** All notices that are to be made hereunder shall be sent to each of the parties in accordance with the information that is provided in this Section 7.4. A notice shall be deemed effective upon a party's actual receipt, which receipt shall be evidenced by documentation evidencing the receipt:

City:

Attention: James Arndt, City Manager

\_\_\_\_\_

Borrower:

Attention: \_\_\_\_\_

\_\_\_\_\_

**7.5 Assignments.** The Borrower shall not have the right to assign this Agreement, or any of its rights and interests hereunder, without the prior written approval of the City. Any assignment made without that approval shall constitute an event of default under this Agreement.

**7.6 Disputes.** This Agreement shall be construed and enforced in accordance with the laws of the state of Kentucky. All actions taken under this Agreement shall be submitted to McCracken Circuit Court, which court shall have exclusive jurisdiction over the matter. Each party irrevocably attorns to the jurisdiction of that court, and waives all rights to protest that jurisdiction. Each party also waives their right to a jury trial.

**7.7 Captions.** The article and paragraph headings and captions contained hereunder are included for convenience only, and shall not be considered a part hereof or effect in any manner the construction or interpretation of this Agreement.

**7.8 Severability.** The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision hereunder. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included.

**7.9 Mutual Construction.** By signing this Lease Agreement, each party acknowledges that this Agreement is the product of arms-length negotiations between the parties, and should be construed as such. No party may claim that an ambiguity in this Agreement should be construed against the other party.

**7.10 Amendments.** No provision of this Agreement may be amended or modified except by a written instrument duly signed by the parties.

**7.11 Counterparts.** This Agreement may be independently executed in any number of counterparts, each of which when executed and delivered shall constitute an agreement which shall be binding upon all parties notwithstanding that the signatures of all parties and/or their designated representatives do not appear on the same page. Facsimile signatures shall have the same effect as original signatures.

**7.12 Binding Agreement.** This Agreement shall become enforceable on the Effective Date, and upon that date, each party shall be legally bound to the terms in this Agreement.

IN WITNESS WHEREOF, the City and the Borrower have executed this Agreement as of the day, month and year indicated below, and the Agreement shall be effective on \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF PADUCAH

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

BORROWER:

SPROCKET, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **APPENDICES TO FORGIVEABLE LOAN AGREEMENT**

|                     |                                                           |
|---------------------|-----------------------------------------------------------|
| <b>Appendix "A"</b> | <b>General Itemization of Estimated Construction Cost</b> |
| <b>Appendix "B"</b> | <b>Promissory Note</b>                                    |
| <b>Appendix "C"</b> | <b>Borrower's Funding Sources</b>                         |
| <b>Appendix "D"</b> | <b>Program Verification Certificate Form</b>              |
| <b>Appendix "E"</b> | <b>Guaranty</b>                                           |
| <b>Appendix "F"</b> | <b>Assignment of Lease and Rentals</b>                    |

**Appendix “A”**

**GENERAL ITEMIZATION OF ESTIMATED CONSTRUCTION COST**



February 20, 2020

Ms. Suzanne Clinton  
Sprocket  
3100 Broadway  
Paducah, KY 42001

Re: Sprocket Maker Space and Co-working Space Build Out

Dear Ms. Clinton,

Please see below our conceptual estimate detail for the work required for the First-Floor areas designated on drawings dated February 5, 2020.

|                                           |                   |
|-------------------------------------------|-------------------|
| Architecture/Structural Engineering       | 38,000.00         |
| Mechanical/Electrical Engineering         | 19,000.00         |
| Furnishings/Fixtures/Equipment            | 40,000.00         |
| Permits                                   | 2,500.00          |
| Supervision/Project Management            | 32,000.00         |
| Layout                                    | 4,200.00          |
| Periodic Cleanup/Final Cleanup            | 10,800.00         |
| Demolition/Removal                        | 17,000.00         |
| Structural Steel/Lintels/Handrails        | 33,000.00         |
| Wood Framing/Structure/Blocking           | 37,500.00         |
| Insulation/Sealants/Roofing/ Penetrations | 39,000.00         |
| Doors/Frames/Hardware                     | 57,000.00         |
| Metal Studs/Drywall/Ceilings/Fire Stop    | 146,000.00        |
| Glass Partitions                          | 81,500.00         |
| Drywall Finishing                         | 23,000.00         |
| Painting Interior                         | 34,000.00         |
| Specialties/Toilet Partitions             | 13,000.00         |
| Casework                                  | 15,000.00         |
| Fire Protection System                    | 30,000.00         |
| Plumbing                                  | 90,000.00         |
| HVAC                                      | 260,000.00        |
| Electrical                                | <u>177,500.00</u> |
| Total                                     | \$1,200,000.00    |

**BUILDING WITH INTEGRITY SINCE 1925**

348 South 31st Street | Paducah, KY 42002-7324 | T 270-443-3513 | F 270-442-1023 | [rayblackson.com](http://rayblackson.com)



**Ray Black**  
& SON

Please let me know if you have any questions.

Sincerely,

Chris Black

**BUILDING WITH INTEGRITY SINCE 1925**

348 South 31st Street | Paducah, KY 42002-7324 | T 270-443-3513 | F 270-442-1023 | [rayblackson.com](http://rayblackson.com)





## **Appendix "B"**

### **PROMISSORY NOTE**

\$900,000.00

\_\_\_\_\_, 2020  
Paducah, Kentucky

SPROCKET, INC., a Kentucky non-profit corporation (hereafter the Borrower"), with offices at 3121 Broadway, Suite 6, Paducah, Kentucky 42003 promises to pay to the order of the CITY OF PADUCAH (hereafter the "City"), the principal sum of up to NINE HUNDRED THOUSAND AND 00/100 DOLLARS (\$900,000.00.), plus interest thereon at the rate of one percent (1%) per annum. The specific principal amount under this Note shall be the sum total loan advances that the City has provided to Borrower under the Forgivable Loan Agreement that was executed by the parties on \_\_\_\_\_, subject to the loan cap of \$900,000.00.

Borrower shall pay the principal amount under this Note in fifteen (15) consecutive annual installment payments in the amount of SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000), plus the interest accrual thereon; provided, however, that should the sum total loan advances provided under the Forgivable Loan Agreement be less than \$900,000.00, the annual installment payments shall be adjusted proportionately to account for the deifference. The first annual installment payment shall be due and payable on or before January 1, 2027. The remaining annual installment payments shall be due and payable on the January 1 in each successive year.

The City shall issue to Borrower a written notice which informs Borrower of the due date of each annual installment payment, and the specific amount that is to be paid thereon, at least thirty (30) days prior to the due date. In the event Borrower fails to pay any installment required under this Note within ten (10) days after the applicable due date, the Borrower shall pay to the City a late charge equal to four percent (4%) of the payment due.

This Note was issued in accordance with the terms of a Forgivable Loan Agreement that was made between the Borrower and the City on \_\_\_\_\_. The principal under this Note, and the annual installment payments to be made thereon, are subject to the forgiveness adjustments that are contained in Section 3 of the Forgivable Loan Agreement.

The Borrower shall have the right, at any time without penalty, to prepay this Note in whole or in part. All prepayments shall be credited to and applied against the principal owed under this Note. Any prepayment made on this Note shall not relieve Borrower from the scheduled annual installment payments that are to be made hereunder, all of which shall remain in full force and effect.

In the event the Borrower fails to pay any annual installment payment under this Note within ten (10) days following the due date, or the Borrower defaults in the performance of any warranty, covenant, obligation or undertaking that Borrower assumed under the Forgivable Loan Agreement, or under the Assignment of Lease and Rentals that Borrower issued as security for this Note, such failure shall constitute an event of default under this Note, in which event, the City

shall have the right to declare the entire unpaid principal and accrued interest under this note to be immediately due and payable, and shall have the further right to make written demand upon the Borrower for the full payment of same. In the event of such default, the City shall have the right to recover from Borrower the costs that it incurs in enforcing this Note, including its reasonable attorney fees.

Failure of the City hereof to exercise any of its rights and remedies hereunder shall not constitute a waiver of the right to exercise the same right at any other time. All rights and remedies of the City hereof shall be cumulative to the fullest extent permitted by law.

This Note shall be construed in accordance with the laws of the Commonwealth of Kentucky. Borrower hereby waives presentment, demand, notice of dishonor, protest, notice of protest and nonpayment, and all exemptions to which it may be entitled under the laws of this or any other state of the United States.

IN WITNESS WHEREOF, the Borrower has executed this Note on the day and year first above written.

**BORROWER:**

**SPROCKET, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Appendix "C"**  
**BORROWER'S FUNDING SOURCES**

| <b>Identify of Funding Source</b> | <b>Amount Provided by Funding Source</b> |
|-----------------------------------|------------------------------------------|
|                                   |                                          |
|                                   |                                          |
|                                   |                                          |
|                                   |                                          |
|                                   |                                          |
|                                   |                                          |
|                                   |                                          |
|                                   |                                          |
|                                   |                                          |
|                                   |                                          |
|                                   |                                          |

## Appendix "D"

### PROGRAM VERIFICATION CERTIFICATE

To: City Manager

From: Sprocket, Inc.

Date: December 4, 2020

Re: Program Verification Certificate  
Forgivable Loan Agreement dated \_\_\_\_\_

Dear City Manager:

On \_\_\_\_\_, Sprocket, Inc. (hereafter "Sprocket") and the City entered into a Forgivable Loan Agreement with respect to the construction of Sprocket's Renovated Facility at the Coke Plant in Paducah, Kentucky. According to Section 3 of the Loan Agreement, Sprocket must submit to the City a Program Verification Certificate which certifies Sprocket's compliance with the Start-up and Job Requirements that are contained in Section 3.2 of that Agreement. These requirements are recited in the following tables:

- (a) **Start-up Business Requirement.** The Borrower shall procure and maintain subleases with Start-up Businesses that equal or exceed the minimum Start-up requirements that are designated in the following table on or before the scheduled compliance dates.

| Compliance Date   | Start-up Companies |
|-------------------|--------------------|
| December 31, 2022 | 3                  |
| December 31, 2023 | 6                  |
| December 31, 2024 | 12                 |
| December 31, 2025 | 18                 |

- (b) **Jobs Requirement.** The Start-up Businesses shall maintain employment with Facility Employees that equal or exceed the minimum number of job positions that are designated in the following table on or before the scheduled compliance dates.

| Compliance Date   | Jobs Requirement |
|-------------------|------------------|
| December 31, 2022 | 5                |
| December 31, 2023 | 15               |
| December 31, 2024 | 37               |
| December 31, 2025 | 59               |

In keeping with its obligations under the Loan Agreement, Sprocket hereby reports the following Start-up Businesses and Jobs at the Renovated Facility as of December 31, \_\_\_\_\_.

(c) Start-up Business Report.

| Compliance Date   | Start-up Companies |
|-------------------|--------------------|
| December 31, 2022 |                    |
| December 31, 2023 |                    |
| December 31, 2024 |                    |
| December 31, 2025 |                    |

(d) Jobs Requirement Report.

| Compliance Date   | Jobs Requirement |
|-------------------|------------------|
| December 31, 2022 |                  |
| December 31, 2023 |                  |
| December 31, 2024 |                  |
| December 31, 2025 |                  |

An itemization of the Start-up Businesses and Facility Employees is provided in the attached Appendix "A".

Respectfully submitted,

SPROCKET, INC.

By: \_\_\_\_\_

**CERTIFICATION**

The undersigned, who is the acting \_\_\_\_\_ of Sprocket, Inc., after being duly sworn under oath, hereby certifies that the reported information in this Certificate is true and accurate. The undersigned further certifies that the reported information is based on and substantiated by the information that is contained in Sprocket's records and accountings.

By: \_\_\_\_\_  
Title

STATE OF KENTUCKY)

COUNTY OF MCCRACKEN )

Subscribed and acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by  
\_\_\_\_\_ of Sprocket, Inc., a Kentucky  
corporation, on behalf of said corporation.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State at Large

## ITEMIZATION OF NEW START-UP BUSINESSES

[illegible]

## ITEMIZATION OF FACILITY EMPLOYEES

[illegible]



## **Appendix "E"**

### **GUARANTY AGREEMENT**

**THIS GUARANTY AGREEMENT** is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between \_\_\_\_\_, hereafter the "Guarantor", and the City of Paducah, a Kentucky municipality, hereafter the "City".

#### **RECITALS:**

**WHEREAS**, Sprocket, Inc, a Kentucky non-profit corporation (hereafter the "Borrower"), and the City entered into a Forgivable Loan Agreement dated \_\_\_\_\_ (hereafter the "Loan Agreement") wherein the City agreed to provide to Borrower a line of credit loan of up to \$900,000.00 to fund seventy five percent (75%) of the construction costs of Borrower's Renovated Facility located in the Coke Plant in Paducah, Kentucky; and

**WHEREAS**, to induce the City's acceptance and execution of the Loan Agreement, and to satisfy the conditions therein stated, the Guarantor agreed to guaranty Borrower's full and timely payment of the installment payments that are to be paid by Borrower under the note that Borrower issued under the Loan Agreement, an executed copy of which is provided in Appendix "A" to this Guaranty (hereafter the "Note").

**NOW, THEREFORE**, in consideration of the foregoing premises, the legal adequacy and sufficiency of which are hereby acknowledged by the parties, Guarantor agrees and covenants to the City as follows:

**Guaranty.** Guarantor does hereby unconditionally, absolutely, and irrevocably guarantee to the City the full and prompt payment of the annual installment payments that Borrower is required to pay under the Note, and the payment of the costs, expenses and attorney fees that the City incurs in enforcing its rights and remedies under the Note and the Loan Agreement.

**Demand for Payment.** In the event of a default as defined under the Note, the City shall have the unconditional right to issue to Guarantor a written demand for payment of all of the unpaid principal and accrued interest under the Note, and any costs the City incurred through the date of the written demand. Upon receipt of the demand, the Guarantor shall be accorded a period of thirty (30) within which to pay the amount under the demand. All payments made by the Guarantor under this Guaranty shall be paid to the City at its offices located at City Hall, or such other place as the City may hereafter designate in writing.

**Waiver of Exhaustion of Remedies.** Guarantor acknowledges and agrees that this guaranty is a guarantee of payment, not of collection, and that Guarantor shall be liable to City without City having to seek recovery against Borrower, or Borrower's property. Guarantor expressly waives any rights to require the City to institute suit against the Borrower or to otherwise exhaust its rights and remedies against Borrower or any of its property.

**Waiver of Available Defenses.** Guarantor hereby waives all defenses that are accorded to guarantors under law. Guarantor expressly agrees that the City shall have the right, at its option, at any time and from time to time, without the consent of or notice to the Guarantor, and without impairing or releasing any of the guaranteed obligations hereunder, to do any of the following:

- (a) Modify or change any of the payment terms under the Note, or grant any modification or extension on the payment of the annual installment payments due thereunder;
- (b) Exercise or refrain from exercising any rights and remedies that the City has against the Borrower under the Note, the Loan Agreement, or any agreement that Borrower executed in relation to the Loan Agreement; and
- (c) Amend or otherwise modify, consent to or waive any breach or, or any act, omission or default or Event of Default under the Note, the Loan Agreement or any agreement that Borrower executed in relation to the Loan Agreement.

**Absolute Obligation.** Until the Note is fully paid, Guarantor's rights to subrogation, reimbursement, or indemnity from Borrower shall be subordinate to the City's rights and interests under the Note and Loan Agreement. Nothing shall discharge or satisfy the liability of Guarantor under this Guaranty except the full and timely performance of all of Borrower's obligations and liabilities under the Note.

**Guarantor's Covenants.** Until the Note is fully paid, Guarantor covenants and agrees to timely comply with the following disclosure requirements:

- (a) Guarantor shall submit to the City its annual financial statements, and its federal and state tax returns together with all supporting schedules, within six (6) months following the close of each calendar year; and
- (b) Guarantor shall, within 30 days following the City's request, furnish to the City such other financial information as the City may reasonably request.

**Benefit.** This Guaranty shall inure to the benefit of the City, its successors and assigns, and Guarantors' heirs, executors, administrators, successors and assigns. The City shall have the right to assign this Guaranty to any subsequent holder of the Note.

**Applicable Law.** This Guaranty shall be governed by and construed according to the laws of the Commonwealth of Kentucky.

GUARANTOR:

By: \_\_\_\_\_

## **Appendix "F"**

### **ASSIGNMENT OF LEASES AND RENTALS**

This Agreement is made and executed on this \_\_\_\_ of \_\_\_\_\_, 20\_\_, by **SPROCKET, INC.**, a Kentucky corporation, whose principal offices are located at 3121 Broadway, Suite 6, Paducah, Kentucky 42003, hereafter the "**Borrower**", and the **CITY OF PADUCAH**, a Kentucky municipality, whose principal offices are located at \_\_\_\_\_ in Paducah, Kentucky, hereafter the "**City**".

### **WITNESSETH**

**WHEREAS**, Borrower and the City entered into a Forgivable Loan Agreement dated \_\_\_\_\_ wherein the City agreed to provide to Borrower a line of credit loan of up to \$900,000.00 to fund seventy five percent (75%) of the construction costs of Borrower's Renovated Facility located in the Coke Plant in Paducah, Kentucky, which space was leased to Borrower under a written lease agreement with Musselman Properties, LLC dated \_\_\_\_\_; and

**WHEREAS**, to obtain that loan, Borrower agreed to assign to the City all of its rights and interests under its written lease agreement with Musselman Properties, LLC, and all of its rights and interests under the subleases that Borrower executes with sublessees who rent space within the Renovated Facility, specifically including its rights and interests to the rentals that are paid under the subleases; and

**NOW, THEREFORE**, in consideration of the foregoing premises, and the benefits that Borrower will realize from the Loan provided under the Forgivable Loan Agreement, and for other good and valuable consideration, receipt of which Borrower does hereby acknowledge, Borrower and the City hereby agree to be legally bound to the following terms:

1. **Definition of Terms.** Each of the following terms as used in this Agreement shall have the meaning that is ascribed to that term under this Section:

"**Agreement**" shall mean this Assignment of Leases and Rentals, and any subsequent amendments made thereto.

"**Renovated Facility**" shall mean and include the 8,800 square feet of lease space that was leased to Borrower under its Lease Agreement with Musselman, and all of the facilities, equipment and improvements that Borrower constructs and installs within that space. The Renovated Facility is part of the real property that Musselman acquired under a deed dated \_\_\_\_\_, a copy of which is recorded in Deed Book \_\_\_. Page \_\_\_, McCracken County Clerk's Office. The legal description of the property acquired under the deed is provided in *Appendix "A"* to this Agreement.

**"Lease Agreement"** shall mean the Lease Agreement that was executed between Borrower and Musselman on \_\_\_\_\_, 20\_\_\_\_, and any subsequent amendments that are made thereto.

**"Loan"** shall mean the \$900,000.00 loan that the City provided to Borrower to fund seventy-five percent (75%) of the construction costs of the Renovated Facility.

**"Loan Agreement"** shall mean and include the Forgivable Loan Agreement that was executed between Borrower and the City on \_\_\_\_\_, and any subsequent amendments that are made thereto.

**Musselman"** shall mean Musselmann Properties, LLC, who is the landlord under the Lease Agreement.

**"Note"** shall mean the promissory note that was issued by the Borrower to the City on \_\_\_\_\_, in the principal amount of \$900,000.00, and any renewals and extensions that are made thereto.

**"Rentals"** shall mean and include all of the rentals, charges and other amounts that Borrower is entitled to receive from the Sublessees under the Subleases.

**"Subleases"** shall mean and include the subleases that Borrower executes with Sublessees on rental space located in the Renovated Facility

**"Sublessees"** shall mean and include the persons who execute Subleases for rental space located in the Renovated Facility.

1. **Assignment of Lease Agreement and Subleases - Rentals.** Borrower hereby transfers and assigns to the City the following property, all of which shall secure Borrower's obligations under the Note and the Loan Agreement: (i) Borrower's Lease Agreement with Musselman, and all of Borrower's rights and interests thereunder, (ii) Borrower's Subleases with the Sublessees, and all of Borrower's rights and interests thereunder; and (iii) the Rentals that Borrower is entitled to receive under the Subleases. In exchange thereof, the City hereby grants to Borrower a revocable license to have and exercise all of the rights and interests that are assigned to the City hereunder, including the right to receive and use the Rentals that are payable from the Subleases, for so long as Borrower has fully and timely complied with all of its covenants, warranties, obligations and undertakings under the Note and the Loan Agreement.

2. **Purpose of Assignment.** This Agreement shall secure the full and timely performance of Borrower's warranties, covenants, obligations and undertakings under the Note and Loan Agreement. The assignment and transfer made under this Agreement accords to the City, upon Borrower's default, the full right and authority to take possession and control over the Renovated Facility, to exercise all of Borrower's rights under the Lease Agreement and Subleases, and to sell and liquidate the Lease Agreement and Subleases to satisfy Borrower's indebtedness under the Note and Loan Agreement.

**3. Preservation of Lease Agreement and Subleases.** Borrower shall keep and maintain the Lease Agreement and the Subleases in full legal force and effect according to their respective terms. Specifically, but not by way of limitation, Borrower shall perform and comply with each of the following requirements:

- (a) Borrower shall promptly perform and observe all of the covenants, obligations and undertakings that Borrower assumed under the Lease Agreement, and shall utilize its best efforts to ensure that Musselman promptly performs and observes all of the covenants, obligations and undertakings that it assumed under that agreement. Borrower shall not modify any term or provision contained in the Lease Agreement, or modify, waive or discharge any of the parties' rights and remedies thereunder, without the prior written consent and approval of the City. Borrower shall promptly provide the City with written notice of the occurrence of any event of default by Borrower or Musselman under the Lease Agreement, or the occurrence of any event which could jeopardize the enforceability of the Lease Agreement. Borrower shall obtain the City's advice on resolving the reported event, and shall promptly comply with any directive that the City may issue with respect thereto.
- (b) Borrower shall promptly perform and observe all of the covenants, obligations and undertakings that Borrower assumed under the Subleases, and shall utilize its best efforts to ensure that Sublessees promptly perform and observe all of the covenants, obligations and undertakings that they assumed under those agreements. In the event of a sublessee's default under a Sublease, the Borrower shall exercise all of the rights and remedies that are accorded to Borrower on the default, specifically including the recovery of all of the Rentals that are owed by the Sublessee under the defaulted Sublease.

**4. City's Right to Cure Borrower's Default under the Lease Agreement.** In the event Borrower should default in the performance of any of its obligations or undertakings under the Lease Agreement, the City shall have the absolute right, at its sole option, to take whatever action that the City deems necessary to cure and remedy the default, at Borrower's sole cost. In acting hereunder, the City shall have the right to rely upon Musselman's stated grounds for the default even though Borrower may contest the validity of those grounds. Should the City incur any costs and expenses (including attorney fees) in providing any cure and remedy on Borrower's default, the amounts thereof shall be secured under this Agreement and the Loan Agreement, and shall be repaid by Borrower upon the City's written demand. Any amount not repaid by Borrower shall be added to Borrower's indebtedness under the Note, and accrue interest at the rate prescribed thereunder.

**5. Borrower's Default – City's Remedies for Default.** In the event Borrower fails to perform and/or comply with any of its warranties, covenants, obligations or undertakings under this Agreement, the Note, or the Loan Agreement, the City shall have the unconditional right, at its sole option, to exercise each and all of the following rights and remedies:

- (a) The City shall have the right to terminate and revoke the right and license granted to Borrower under Section 2 of this Agreement, and the right to retake and assume full and complete ownership of and control over the Lease Agreement, the Subleases, and Rentals payable thereunder. Upon exercising such rights, the City shall have the absolute right to instruct the Sublessees to remit all Rentals directly to the City, and to assume and exercise all of the Borrower's rights and remedies under the Subleases.
- (b) The City shall have the right, at its sole option, to assume and perform any of Borrower's obligations and undertakings under the Lease Agreement and Subleases for Borrower's benefit; provided however, that the City shall have no liability to Musselman or the Sublessees with respect to (i) any act or omission of Borrower under the Lease Agreement and Subleases, (ii) any damages, losses and/or expenses that Musselman or the Sublessees incurred as a result of Borrower's failure to perform; and/or (iii) any offset or counterclaim that Musselman or the Sublessees are entitled to assert against Borrower.
- (c) The City shall have the right to assign and sell the Lease Agreement and Subleases, and all of Borrower's rights and interests thereunder, through a private or public sale as determined by the City, including a public sale that is conducted by a Master Commissioner as a part of any judicial proceeding.
- (d) The City shall have the right to exercise all of the rights and remedies that are provided to the City under the Note and Loan Agreement, specifically including but not limited to (i) the right to accelerate the indebtedness under the Note, and make demand upon Borrower for the full payment of same, and (ii) the right to repossess and sell the collateral that was pledged on the Note
- (e) The City shall have the right to recover from Borrower all of the unpaid indebtedness that is owed to the City under the Note, this Agreement and the Loan Agreement, and any costs, expenditures and attorney fees that the City incurs in relation thereto, all of which shall be added to Borrower's indebtedness under the Note, and accrue interest at the Note rate, and be fully secured under this Agreement and the Loan Agreement.
- (f) The City shall have the right to exercise all other rights and remedies that are provided under law, including the rights and remedies that are accorded to secured creditors under KRS Chapter 355. All rights and remedies accorded to the City shall be cumulative, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

**6. Power of Attorney.** Borrower hereby irrevocably appoints the City as its true and lawful attorney-in-fact to do or perform in its name any and all acts that the City deems necessary or desirable to carry out and enforce its rights and remedies under this Agreement. Specifically, but not by way of limitation, the Borrower authorizes the City, for and on its behalf, to do any and all acts and to execute any and all documents which in the opinion of City may be

necessary or desirable to (i) preserve and protect the legal enforceability of the Lease Agreement and Subleases, (iii) to exercise any of Borrower's rights and remedies under those agreements, and (iv) to sell and transfer the agreements as provided under this Agreement.

7. **Limitation of City's Liability - Borrower's Indemnity.** The assignment made under this Agreement shall not obligate the City or its assigns to perform any of Borrower's obligations and undertakings under the Lease Agreement or the Subleases, nor shall such assignment render them liable for Borrower's failure to perform those obligations and undertakings. It is understood and agreed that the City and its assigns shall have no liability with respect to any loss or damage to the Renovated Facility, any mismanagement of the Renovated Facility, any failure to maintain the Renovated Facility in a safe and operable condition, and/or any loss, injury or death that may be sustained or suffered by any person as a result of any of the foregoing. It is further understood and agree that the City and its assigns shall only be obligated to perform those obligations and undertakings that they expressly agree to assume.

8. **Indemnification.** Borrower shall indemnify and hold the City and it assigns harmless of and from any and all claims, demands, causes of action, liability, loss, damage, cost and expense (including attorney fees) which relate to or arise from Borrower's failure to perform the obligations and undertakings that it assumed under the Lease Agreement and the Subleases, and from any actions that are taken by the City under the agreements, excepting actions that constitute gross negligence or wrongful acts. Should the City incur any losses, damages, costs, expenses (including attorney fees) that are to be indemnified hereunder, the amounts thereof shall be secured under this Agreement and the Loan Agreement, and shall be repaid by Borrower upon the City's written demand. Any amount not repaid by the Borrower shall be added to the indebtedness under the Note, and accrue interest at the rate prescribed thereunder.

9. **Waiver.** No delay or omission of the City to exercise any rights under or with respect to this assignment shall impair such right or be construed to be a waiver of any default hereunder. Any forbearance by the City in enforcing the terms of this Agreement shall not create any custom or practice that alters or waives the City's rights and remedies under this Agreement. In the event the City fails to enforce any term or condition under this Agreement, or waives any event of default relating thereto, such failure or waiver shall not prevent the City from enforcing such term or condition at a future date.

10. **Termination of Assignment.** Upon the full payment of Borrower's indebtedness under the Note, this Agreement, and the Loan Agreement, the City shall reassign and transfer to Borrower the Lease Agreement and Subleases that were assigned to the City hereunder, and all of the rights and interests that are contained thereunder. Such reassignment and transfer shall be without warranty by or any recourse to the City.

11. **Entire Agreement - Amendments.** This Agreement constitutes the entire agreement between the parties with respect to the assignment referenced hereunder, and all prior statements, understandings and agreements are merged herein. This Agreement may only be amended by a writing that is duly executed by the parties hereto.

12. **Construction of Agreement.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky. This Agreement, and the terms contained hereunder, shall supplement the Loan Agreement, and the terms that are contained thereunder. In the event any term of this Agreement is inconsistent with any of the terms that are contained in the Loan Agreement, the term most favorable to the City shall prevail. Any notices that are to be provided under this Agreement shall be given in accordance with the notice provisions under the Loan Agreement.

13. **Successors and Assigns.** This Assignment shall inure to the benefit of and shall be enforceable by the City and its assigns, and shall be binding upon Borrower, and its successors and assigns. This Agreement may not be assigned by Borrower without the prior written consent of the City.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be one and the same instrument.

**IN WITNESS WHEREOF,** Borrower and the city have caused this Assignment to be duly executed and delivered as of the date first above written.

**SPROCKET, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF PADUCAH**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGREED TO BY:**

**MUSSELMAN PROPERTIES, LLC**

By: \_\_\_\_\_  
(Title)



STATE OF KENTUCKY        )

COUNTY OF MCCRACKEN        )

Subscribed and acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Sprocket, Inc., a Kentucky corporation, on behalf of said corporation.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State at Large

STATE OF KENTUCKY        )

COUNTY OF MCCRACKEN        )

Subscribed and acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ as Mayor of the City of Paducah, a Kentucky municipality, on behalf of said municipality.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State at Large

**Appendix "A"**  
**Legal Description of Musselman's Real Property**

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: December 8, 2020

**Short Title:** Approve an Interlocal Cooperation Agreement with McCracken County, GPED, and the IDA along with a Loan Forgiveness Note for GPED related to the Ohio River Triple Rail Megasite - **J ARNDT**

**Category:** Ordinance

Staff Work By: James Arndt, Lindsay Parish, Jonathan Perkins

Presentation By: James Arndt

**Background Information:** The City of Paducah McCracken County, the Paducah-McCracken County Industrial Development Authority (IDA) and Greater Paducah Economic Development Council (GPED) have discussed repositioning the IDA and its role with regard to property ownership, maintenance, development, marketing, and management within the City and the County. This ordinance would authorize an Interlocal Cooperative Agreement, to make the IDA owner of certain publicly owned development sites within Paducah and McCracken County, including the Ohio River Triple Rail Megasite (formerly known as “Riverport West”), which is currently owned by GPED.

Additionally, the City previously provided certain financial assistance to GPED for the acquisition, development and construction of the Ohio River Triple Rail Megasite. This financial assistance included the extension of a loan in the amount of \$600,000.00 for completion of Phase II of the Project, which loan and repayment terms were evidenced by a Financing Agreement and a promissory note dated September 18, 2007. The financial assistance also included the extension of a loan in the principal amount of \$311,375.00 for completion of the Final Phase of the Project, which loan and repayment terms were evidenced by a Financing Agreement and a promissory note dated December 19, 2008.

In order to effect the repositioning of the IDA and to carry out the terms of the Interlocal Cooperative Agreement, the City desires to forgive the repayment by GPED of both the Phase II Note and the Final Phase Note, in a combined amount of \$911,375.00.

**Does this Agenda Action Item align with a Strategic Plan Action Step? Yes**

**If yes, please list the Action Step Item Codes(s):** E-6 Initiate and maintain ongoing effective communications with GPED

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

**Staff Recommendation:** Approval.

**Attachments:**

1. ORD GPED IDA Interlocal & Debt Forgiveness – Triple Rail Mega site
2. (2020.12.03) Exhibits 1 - 6 - Interlocal Cooperation Agreement
3. MANAGEMENT AGREEMENT BETWEEN IDA AND GPED
4. IDA BYLAWS

**ORDINANCE NO. 2020 - \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATIVE AGREEMENT AMONG THE CITY OF PADUCAH, KENTUCKY, THE COUNTY OF MCCRACKEN, KENTUCKY, THE PADUCAH-MCCRACKEN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, AND GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL AND AUTHORIZING THE EXECUTION OF A FORGIVENESS OF DEBT AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL PURSUANT TO THE TERMS OF SAID INTERLOCAL AGREEMENT.

**WHEREAS**, the City of Paducah (the “City”), McCracken County, (the “County”), the Paducah-McCracken County Industrial Development Authority (the “IDA”) and Greater Paducah Economic Development Council (“GPED”), together the “Parties,” desire to effect the repositioning of the IDA and its role with regard to property ownership, maintenance, development, marketing, and management within the City and the County; and

**WHEREAS**, pursuant to Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes, as amended (the "Interlocal Act"), the Parties may join together to achieve this objective and their agreement as to same has been memorialized into an Interlocal Cooperative Agreement; and

**WHEREAS**, pursuant to the proposed Interlocal Cooperative Agreement, the IDA shall become the owner of certain publicly owned development sites within Paducah and McCracken County, including the “Ohio River Triple Rail Megasite” (formerly known as “Riverport West”), which is currently owned by GPED; and

**WHEREAS**, the City previously provided certain financial assistance to GPED for the acquisition, development and construction of said real estate (the “Project”); and

**WHEREAS**, said financial assistance included the extension of a loan in the amount of \$600,000.00 for completion of Phase II of the Project, which loan and repayment terms were evidenced by a Financing Agreement and a promissory note dated September 18, 2007 and secured by a mortgage of record with the McCracken County Clerk’s Office in Mortgage Book 1147, page 569; and

**WHEREAS**, said financial assistance also included the extension of a loan in the principal amount of \$311,375.00 for completion of the Final Phase of the Project, which loan and repayment terms were evidenced by a Financing Agreement and a promissory note dated December 19, 2008 and secured by a mortgage of record with the McCracken County Clerk’s Office in Mortgage Book 1201, page 293; and

**WHEREAS**, in order to effect the repositioning of the IDA and to carry out the terms of the Interlocal Cooperative Agreement, the City desires to forgive the repayment by GPED of both the Phase II Note and the Final Phase Note, in a combined amount of \$911,375.00;

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

**Section 1. Authorization of Interlocal Cooperative Agreement.** The City of Paducah, Kentucky, hereby approves the Interlocal Cooperative Agreement between the City, the County, the IDA, and GPED in substantially the form attached hereto as Exhibit A and made a part hereof.. It is hereby found and determined that the Interlocal Cooperative Agreement furthers the public purposes of the City and it is in the best interest of the citizens, residents and inhabitants of the City that the City enter into the Interlocal Cooperative Agreement for the purposes therein specified and the execution and delivery of the Interlocal Cooperative Agreement is hereby authorized and approved. The Mayor is hereby authorized to execute the Interlocal Cooperative Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Interlocal Cooperative Agreement with such changes in the Interlocal Cooperative Agreement not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City. The approval of such changes by said official, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of such Interlocal Cooperative Agreement by such official.

**Section 2. Forgiveness of Debt.** The City hereby forgives the repayment of the indebtedness under both the Phase II Note dated September 18, 2007 and the Final Phase Note dated December 19, 2008 and the Notes and all indebtedness and obligations due thereunder are hereby fully released, discharged, extinguished, and cancelled. Further, the City hereby approves the Debt Forgiveness Agreement by and between the City and GPED in substantially the form attached hereto as Exhibit B and made part hereof. It is further determined that it is necessary and desirable and in the best interests of the City to enter into said Debt Forgiveness Agreement for the purposes therein specified, and the Mayor of the City is hereby authorized to execute the Debt Forgiveness Agreement, together with such other documents, instruments or certifications which may be necessary to accomplish the transaction contemplated by this Ordinance with such changes not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City. The approval of such changes by said official, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of such Debt Forgiveness Agreement by such official.

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

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

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

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

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

---

MAYOR

ATTEST:

---

City Clerk

Introduced by the Board of Commissioners, December 8, 2020

Adopted by the Board of Commissioners, \_\_\_\_\_, 2020

Recorded by City Clerk, \_\_\_\_\_, 2020

Published by *The Paducah Sun*, \_\_\_\_\_, 2020

ORD\GPED IDA Interlocal & Debt Forgiveness – Triple Rail Mega site

Ordinance prepared by Holly Homra – Denton Law

## **EXHIBIT A**

### **INTERLOCAL COOPERATION AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into as of \_\_\_\_\_, 2020 by and between the CITY OF PADUCAH, KENTUCKY (the "City"), the COUNTY OF McCRACKEN, KENTUCKY (the "County"), the PADUCAH/MCCRACKEN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY ("IDA"), and GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL ("GPED").

#### **WITNESSETH**

WHEREAS, the City and the County are parties to that certain Interlocal Cooperation Agreement dated March 6<sup>th</sup>, 1997 (attached hereto as Exhibit 1) pursuant to which the Paducah/McCracken County Industrial Development Authority was created;

WHEREAS, the City, the County, the IDA, and GPED desire to enter into this Agreement for the purpose of repositioning the Paducah/McCracken County Industrial Development Authority and its role with regard to property ownership, maintenance, development, marketing, and management; and

WHEREAS, after such repositioning, the IDA shall hold certain publicly owned development sites within Paducah and McCracken County and shall be responsible for management, maintenance, and development of such properties; and

WHEREAS, GPED is the economic development organization of Paducah and McCracken County whose mission is to proactively recruit, obtain, and maintain companies providing high quality, high paying jobs with benefits for our region, and after the repositioning of the IDA as contemplated herein, shall be responsible for the management of the IDA and marketing of properties owned by the IDA; and

WHEREAS, the parties recognize that, in order to maximize the region's economic development potential, GPED must serve as the active, outward facing economic development entity for Paducah / McCracken County providing oversight and guidance to the IDA; and

WHEREAS, the parties recognize that to best position our community for sustainable economic growth, the IDA must serve as an aid in capturing incentives and holding, obtaining, and developing favorable economic development properties; and

WHEREAS, the parties have determined that the repositioning of the IDA as outlined in this Agreement is in the public interest and the parties now wish to establish their respective rights and duties related thereto;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS BETWEEN THE PARTIES, IT IS AGREED AS FOLLOWS:

#### **1. GENERAL FINANCING PLAN**

1.1 Pursuant to KRS 96.895, the County is the recipient of annual payments under the Regional Development Agency Assistance Program in the current amount of approximately \$154,000.00 per year ("RDAAP Funds"). The County hereby consents and agrees that it shall designate the Paducah/McCracken County Industrial Development Authority as the recipient of all RDAAP Funds. Additionally, upon signing this Agreement, the County shall allocate all RDAAP Funds currently held by the County to the IDA. The City of Paducah hereby consents and agrees that it shall match the annual RDAAP Funds received by the IDA in the minimum amount of \$150,000.00 and up to a maximum amount of \$250,000.00 for a period of ten (10) years, with the first of such payments being made no later than March 31, 2021.

1.2 The City and County are parties to the Interlocal Cooperation Agreement dated March 6<sup>th</sup>, 1997 for the creation of the Paducah/McCracken Industrial Park under which the City and the County share payroll taxes from qualifying projects (See Exhibit 1). Except as otherwise stated herein, this agreement shall remain in full force and effect until its expiration.

1.3 The City and the County are parties to a Memorandum of Understanding dated June 15, 2004, pursuant to which the City and the County agreed to provide economic incentives to AAA Fabricators for the acquisition, installation, and equipment of a manufacturing facility and to share payroll taxes generated from said project.. A copy of this agreement is attached hereto as Exhibit 2. Except as otherwise stated herein, this agreement shall remain in full force and effect until its expiration.

1.4 The City and the County are parties to the Economic Development Revenue Sharing Agreement dated February 13<sup>th</sup>, 2006 ("Revenue Sharing Agreement"), a copy of which is attached hereto as Exhibit 3. Pursuant to such Revenue Sharing Agreement, the City and County have agreed to split equally the payroll taxes generated from Qualified Projects as defined therein. Except as otherwise stated herein, this agreement shall remain in full force and effect until its expiration.

1.5 For each new development project locating in an IDA-held property which is not subject to a revenue sharing agreement as identified above, whether involving the sale or lease of the property, either the City or the County (as applicable based upon the location of the property) will designate a total of ten percent (10%) of the payroll taxes generated from such project to the IDA for a period of ten (10) years. In the event that the property is sold or leased to a new tenant during the term, such payroll tax designation shall continue until the expiration of the original ten year term.

1.6 The Parties agree that they shall cooperate as necessary in pursuing and applying for grants and other funding opportunities to support the IDA.

1.7 The IDA shall prepare and submit an annual budget to the City and the County.

## 2. TRANSFER OF REAL PROPERTY

The City, the County, and GPED each own development sites located within Paducah and McCracken County, as more particularly described in Exhibit 4 hereto. The Parties agree that all development sites listed on Exhibit 4 shall be transferred to the IDA in accordance with the schedule set out in Section 7 below. It is the intent of the parties that, upon completion of the



above-described transfers, the IDA shall be the owner of certain publicly-held development sites within Paducah and McCracken County and GPED will be the organization responsible for the management and marketing of said IDA-owned properties.

### 3. DEBT FORGIVENESS

3.1 The City has made loans to GPED with a current outstanding balance of \$911,375.00 for the purchase of the Triple Rail Site. The City agrees that, upon transfer of the property to the IDA in accordance with Section 2 above, it will forgive the full amount of this loan. A separate debt forgiveness agreement may be entered into between the City and GPED to carry out this objective and a copy of such agreement shall be attached as Exhibit 5.

3.2 The County has made loans to GPED with a current outstanding balance of \$411,375.00 for the purchase of the Triple Rail Site. The County agrees that, upon transfer of the property to the IDA in accordance with Section 2 above, it will forgive the full amount of this loan. A separate debt forgiveness agreement may be entered into between the County and GPED to carry out this objective and a copy of such agreement shall be attached as an exhibit hereto as Exhibit 6.

### 4. DUTIES OF THE PADUCAH/MCCRACKEN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

4.1 The IDA shall serve as the owner of certain publicly-held development sites until such sites are sold for development. The IDA will also purchase additional property in collaboration with the City, County, and GPED for further development opportunities.

4.2 The IDA shall be responsible for maintenance and repair of all property under its ownership, including all medians and right of ways, which shall include landscaping, mowing, signage, lighting, and installation of other fixtures, as well as other maintenance duties as necessary and appropriate to maintain the safety, appearance, and marketability of the property.

4.3 In addition to general maintenance and repair, the IDA shall actively take steps to mitigate any environmental, utility, or other barriers to development of the sites. Additionally, upon the advice and recommendation of the City, the County, or GPED, the IDA may make such improvements to the sites as necessary to attract business prospects to the sites including, but not limited to, site preparation, infrastructure build up, and construction of speculative buildings.

4.5 The IDA may utilize its undeveloped properties for revenue-generating activities (such as rental of the property for crop land), so long as such activities do not compromise or limit the property's development potential. All revenue generated from such activities shall remain the property of the IDA and shall be used for property maintenance, upkeep, development, and purchase, or other approved activities as designated.

4.6 Within each industrial park, whether now owned by the IDA or later acquired, the IDA shall establish an advisory committee of up to four (4) members which allows businesses located within the park to communicate their needs and resources and to promote collaboration amongst themselves and the IDA.

4.7 Working in collaboration with GPED, the IDA will serve as a vehicle for potential initiatives to aid in facilitating economic development within the region including, but not limited to tax favorable purchases of land and equipment.

## 5. IDA BOARD OF DIRECTORS RESTRUCTURE.

5.1 The Parties agree that all current members of the IDA board of directors shall resign from their positions for the purpose of carrying out the repositioning contemplated hereunder. The IDA shall amend and restate its bylaws to provide for a total of seven (7) directors, who shall all be voting members. One (1) of the Director positions shall be occupied by the Mayor of the City of Paducah, and one (1) of the Director positions shall be occupied by the McCracken County Judge Executive for so long as they are serving in their elected positions. The Mayor of the City of Paducah shall appoint one (1) Director position from the GPED Board of Directors. The McCracken County Judge Executive shall also appoint one (1) Director position from the GPED Board of Directors. Of the remaining three (3) Director positions, one (1) shall be appointed by the Mayor, one (1) shall be appointed by the Judge Executive, and the remaining one (1) shall be appointed jointly by the Mayor and Judge Executive.

5.2 With the exception of the Director positions held by the Mayor and Judge Executive, who shall maintain their board positions for so long as they are serving in their elected positions, the Directors shall serve for terms of four (4) years. The terms of the initial appointed board members shall be staggered for continuity, with two Directors appointed for four (4) years, two Directors appointed for three (3) years, and one director appointed for two (2) years. No elected Director shall serve for more than two (2) consecutive terms. A person may be considered to rejoin the board as a Director after being off the Board for a period of one (1) year.

5.3 The Mayor or the Judge Executive shall serve as Chair and Vice Chair of the Board, alternating the positions every two (2) years. Such other officers as may be deemed necessary may be elected or appointed by the Board of Directors.

## 6. DUTIES OF GPED

6.1 GPED shall serve as the manager of the IDA and shall be responsible for managing and ensuring completion of the duties and responsibilities as set forth in Section 4 above.

6.2 GPED shall maintain a list of IDA-owned properties and market said properties promoting economic development.

6.3 GPED shall work to identify obstacles and barriers to the development, maintenance, and disposition of IDA-owned properties and advise the IDA on their improvement or removal.

6.4 GPED shall negotiate and manage incentive packages promoting IDA-owned properties for economic development projects.

6.5 GPED shall coordinate the establishment of a committee within each industrial park allowing businesses located therein to communicate their needs and resources and to promote collaboration amongst themselves and the IDA.

6.6 GPED shall perform or assist with such other services as may, from time to time, be necessary.

A separate Management Agreement shall be entered into between the IDA and GPED to govern the management arrangement contemplated herein.

## 7. REPOSITIONING PLAN

7.1 Phase 1. Phase One of the repositioning plan shall extend through December 31, 2020. During such phase, the parties shall strive to execute the loan forgiveness agreements as stated in Sections 3.1 and 3.2, , amend and restate the bylaws of the IDA as contemplated by Section 5 hereof, and affect the Management Agreement between GPED and the IDA as contemplated by Section 6 hereof.

7.2 Phase 2. Phase Two of the repositioning plan shall extend through March 31, 2021. During such phase, the GPED and the County shall affect the transfer of the properties as identified on Exhibit 4 and assign all outstanding leases to the IDA.

7.3 Phase 3. Phase Three shall be the final phase of the repositioning plan and shall extend through June 30, 2021. During Phase Three, the parties shall assign all outstanding broker option agreements from GPED to the IDA, transfer any relevant fixed assets to the IDA, and complete any other outstanding items related to the repositioning plan.

## 8. DURATION AND TERMINATION; AMENDMENTS

This Agreement shall become operational and have force and effect upon its execution and approval by the Attorney General pursuant to KRS 65.260, and the filing of this Agreement with the Clerk of the County of McCracken, Kentucky, all pursuant to the Interlocal Act. This Agreement shall remain in full force and effect for a term of ten (10) years, unless earlier terminated by joint action of the City and the County. Termination of this Agreement shall not affect the legal status or standing of the IDA or GPED, who shall retain their own assets and property. This Agreement may be amended or any of its terms modified only by a written document authorized, executed and delivered by each of the parties hereto.

## 9. NON-LIABILITY OF OFFICERS AND EMPLOYEES

No officer or employee of any Party hereto shall be subject to any personal liability for any debt or contract created by this Agreement or as a result thereof.

## 10. NATURE OF AGREEMENT

The City, County, IDA, and GPED agree to engage in a joint and cooperative undertaking only within the scope set out in this Agreement and do not intend to create among them any relationship of surety, indemnification or responsibilities for debts, claims, or liabilities

incurred by any party in their operations, other than as specifically set out herein. Furthermore, the execution of this Agreement shall not constitute a waiver of any defense or immunity that a Party would otherwise be entitled to under any applicable law.

#### 11. FURTHER ASSURANCES.

The Parties agree that they shall, at any time upon the request of another party, make, execute, and deliver or cause to be made, executed, and delivered to the requesting party any and all other further instruments, certificates, and other documents as may, in the reasonable opinion of requesting party, be necessary or desirable in order to effect, complete, perfect, or otherwise to fulfill the obligations of the parties under this Agreement.

#### 12. MISCELLANEOUS

This Agreement shall be binding upon the parties hereto and upon their respective permitted successors and transferees.

Nothing expressed or implied herein is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto any right, remedy or claim by reason of this Agreement or any term hereof, and all terms contained herein shall be for the sole and exclusive benefit of the parties hereto, their successors and permitted transferees.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

If one or more provisions of this Agreement, or the applicability of any such provisions for any set of circumstances shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity and enforceability of the remaining provisions of this Agreement.

The waiver by any Party of a breach, default or violation of this Agreement shall not operate as or be constructed to be a waiver of any subsequent breach hereof.

This Agreement may be amended or any of its terms modified only by a written document authorized, executed and delivered by each of the parties hereto.

This Agreement may be executed in one or more counterparts and when each party hereto has executed at least one counterpart, this Agreement shall become binding on all parties and such counterparts shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**CITY OF PADUCAH, KENTUCKY**, Authorized  
by Action of the City Commission on \_\_\_\_\_

---

Mayor

Attest:

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

**COUNTY OF MCCRACKEN, KENTUCKY,**  
Authorized by Action of the Fiscal Court of the County  
on \_\_\_\_\_.

\_\_\_\_\_  
Judge Executive

Attest:

\_\_\_\_\_  
Fiscal Court Clerk

**GREATER PADUCAH ECONOMIC  
DEVELOPMENT**

\_\_\_\_\_  
Board Chair

**PADUCAH/MCCRACKEN INDUSTRIAL  
DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Board Chair

## **EXHIBITS**

Exhibit 1 – Interlocal Cooperation Agreement dated March 6<sup>th</sup>, 1997

Exhibit 2 – Memorandum of Understanding dated June 15, 2004

Exhibit 3 – Interlocal Economic Development Revenue Sharing Agreement dated February 13<sup>th</sup>, 2006

Exhibit 4 – Property Schedule

Exhibit 5 – Debt Forgiveness Agreement b/t City of Paducah and GPED

Exhibit 6 – Debt Forgiveness Agreement b/t McCracken County and GPED

## **APPROVAL**

**Office of the Attorney General**

700 Capitol Avenue, Suite 118  
Frankfort, Kentucky 40601-3449  
(502) 696-5300

This Interlocal Cooperation Agreement is in proper form and is compatible with the laws of the Commonwealth of Kentucky; therefore, it is approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**OFFICE OF KENTUCKY ATTORNEY**

**GENERAL, DANIEL CAMERON**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT B**

### **DEBT FORGIVENESS AGREEMENT**

THIS FORGIVENESS OF DEBT AGREEMENT is made and entered into on this \_\_\_\_\_ day of December, 2020, by and between CITY OF PADUCAH, KENTUCKY, a city of the home rule class of the Commonwealth of Kentucky, (the "City") and GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL ("Borrower") a Kentucky non-profit corporation organized and existing pursuant to the laws of the Commonwealth of Kentucky.

### **RECITALS**

**WHEREAS**, the City previously provided certain financial assistance to the Borrower for the acquisition, development and construction of certain real estate located in Paducah, McCracken County, Kentucky and known as the Ohio River Triple Rail Megasite (formerly "Riverport West") real estate (the "Project"); and

**WHEREAS**, said financial assistance included the extension of a loan in the amount of \$600,000.00 for completion of Phase II of the Project, which loan and repayment terms were evidenced by a Financing Agreement and a promissory note dated September 18, 2007 and secured by a mortgage of record with the McCracken County Clerk's Office in Mortgage Book 1147, page 569; and

**WHEREAS**, said financial assistance also included the extension of a loan in the principal amount of \$311,375.00 for completion of the Final Phase of the Project, which loan and repayment terms were evidenced by a Financing Agreement and a promissory note dated December 19, 2008 and secured by a mortgage of record with the McCracken County Clerk's Office in Mortgage Book 1201, page 293; and

**WHEREAS**, the City desires to forgive the repayment by the Borrower of both the Phase II Note and the Final Phase Note (collectively referred to as the "Note") in a combined amount of \$911,375.00;

**WHEREAS**, it is mutually desirable, beneficial, agreeable and in the best interest of the parties hereto and the City residents that the City forgive the repayment of the Note as such forgiveness furthers the public purposes of the City.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, and for other valuable consideration, the legal adequacy, sufficiency, and receipt of which is hereby acknowledged by all parties hereto, the parties do covenant and agree as follows:

1. Forgiveness. Effective as of December 31, 2020, the City hereby forgives the repayment of the Note; and the Note and all indebtedness and obligations due thereunder are hereby fully released, discharged, extinguished, and cancelled; and Borrower is fully released



and discharged from any liability with respect to the Note and all indebtedness and obligations due thereunder.

2. Miscellaneous Provisions. This Agreement shall be binding upon the parties hereto, their successors, and assigns. In the event of any litigation concerning this Agreement, Borrower submits itself to the jurisdiction of the McCracken Circuit Court, and additionally, hereby waives its right of trial by jury.

**IN TESTIMONY WHEREOF**, this Forgiveness of Debt Agreement has been executed by the parties on the day and year first above written.

[SIGNATURE LINES ON FOLLOWING PAGE]

By \_\_\_\_\_  
Mayor Brandi Harless

My commission expires:  
Notary ID #

**INTERLOCAL COOPERATION AGREEMENT  
PADUCAH/McCRACKEN INDUSTRIAL PARK**

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 6 day of March 1997, by and between the CITY OF PADUCAH, McCracken County, Kentucky, a municipal operation of the 2nd class under the laws of the Commonwealth of Kentucky, (hereinafter "PADUCAH"), and MCCRACKEN COUNTY FISCAL COURT, McCracken County, Kentucky, a local government, (hereinafter "MCCRACKEN COUNTY").

WHEREAS, under the Interlocal cooperation Act (the "Act"), Sections 65.210 to 65.300, inclusive, of the Kentucky Revised statutes, as amended ("KRS"), any power or powers, privileges or authority exercised or capable of exercise by a public authority (including a city, a county or any other political subdivision of the Commonwealth) may be exercised jointly with another public agency under an agreement (an "interlocal cooperation agreement") for joint or cooperative action pursuant to the provisions of an Act, and such public agencies may acquire, construct, maintain, add to and improve necessary property, real and personal which is required in order to accomplish the public purposes set forth in such interlocal cooperation agreement; and

WHEREAS, the Act further authorizes the public agencies to create or utilize a "separate legal or administrative entity," which entity may, on behalf of the participating public agencies have certain powers delegated to it as provided in the interlocal cooperation agreement; and

WHEREAS, pursuant to KRS 154.50-301 through 154.50.346, a governmental agency may create a corporation called an Industrial Development Authority (an



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"Authority") to act as the agency and instrumentality and the constituted authority of such governmental agency in the acquisition and development of industrial sites, parks, and subdivisions (defined at KRS 154.50.313) for economic development purposes; and

WHEREAS, PADUCAH and MCCRACKEN COUNTY have agreed it is in their mutual interest to pursue economic development opportunities cooperatively and to purchase and develop land for the purpose of an industrial park in order to enhance the community's competitiveness for new jobs and capital investment.

NOW THEREFORE BE IT RESOLVED that PADUCAH and MCCRACKEN COUNTY jointly develop the Olivet Church Road site (Attachment A) optioned by the GPEDC (hereinafter "INDUSTRIAL PARK") under the following terms and conditions:

1. Duties of PADUCAH: to annex the property in order to provide municipal services to the tenants of the INDUSTRIAL PARK, to provide 50% of the funding for purchasing and developing the property, and to share with MCCRACKEN COUNTY 50% of all payroll taxes generated from within the INDUSTRIAL PARK for the following length of time: Ten years after 97% of the property is sold/developed or 25 years total, whichever occurs first. The taxes will be collected during the Fiscal year and paid annually no later than September 1 of each year.

2. Duties of MCCRACKEN COUNTY: to provide maintenance and upkeep of the land owned by the PADUCAH & MCCRACKEN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, to provide 50% of the funding for purchasing and developing the property, to agree to the annexation of the property, and to continue the practice of empowering the

Sheriff's Department to cooperate in assisting the Paducah Police Department in serving the fringe areas of the City.

3. Ownership: PADUCAH and MCCRACKEN COUNTY agree to establish a local Industrial Development Authority (IDA) as outlined in KRS 154.50-301 to 154.50-346 utilizing GPEDC as staff to the authority. The IDA will own the property and all proceeds from the sale of property in the Industrial Park will be returned to the IDA for future industrial park development. The representatives on the IDA will be comprised of three appointments from the City of Paducah and three from McCracken County with one appointment from each body being a recommendation from the GPEDC. In the event the Interlocal Agreement is not in effect, the property will remain owned by the IDA.

Any future economic development projects of the IDA will adhere to the same type of tax sharing as set forth above. Additionally, the "host" municipality, identified by whichever jurisdiction the property resides in, will share the payroll taxes as outlined in this agreement and provide the municipal services as mandated by the jurisdiction. The "partnering" municipality will provide maintenance of the land owned by the IDA.

4. Term: The term of this Agreement, to the extent permitted by Kentucky Law, shall be ten years after 97% of the property is sold/developed or 25 years total, whichever occurs first. The term shall begin on the final closing date of purchasing the property from the three current owners-- Charles & Judy Beyer, Dr. William Shidal and Richard & Janet Fairhurst.

5. Successors or Assigns. Neither party shall assign this agreement without first obtaining the written consent of the other party, which written consent will not be unreasonably withheld.

IN WITNESS WHEREOF OF WHICH, the City of Paducah, Kentucky has caused its corporate name to be hereunto subscribed by its Mayor, attested by its City Clerk and its corporate seal to be hereunto affixed; and the McCracken County Court has caused its name to be hereunto subscribed by the McCracken County Judge Executive, attested by its proper authority and its corporate seal to be hereunto affixed; all in quadruplet identical copies on the day and year first above written.

MCCRACKEN COUNTY FISCAL COURT

Danny Oney

ATTEST:

Randy Oney

CITY OF PADUCAH, KENTUCKY

Albert Jones

ATTEST

Lepta Smith

Approved by the Office of the Attorney General of the Commonwealth of Kentucky.

Asst. Deputy AG 4-2-97

Title & Date

STATE OF KENTUCKY } SCT.  
COUNTY OF MCCRACKEN

I, Randy Oney, Clerk of the County Court for the County and State of Kentucky, do hereby certify that the foregoing instrument of writing was lodged for record on the 12th day of May 1997 at 1:04 P. M. o'clock, and I have recorded the same together with this and the foregoing certificate in my office in \_\_\_\_\_

Dave Book No. 871 Page No. 726  
Given under my hand this 12th day of May 1997

RANDY ONEY, CLERK  
By Julie Higgins D.D.

IN WITNESS WHEREOF OF WHICH, the City of Paducah, Kentucky has caused its corporate name to be hereunto subscribed by its Mayor, attested by its City Clerk and its corporate seal to be hereunto affixed; and the McCracken County Court has caused its name to be hereunto subscribed by the McCracken County Judge Executive, attested by its proper authority and its corporate seal to be hereunto affixed; all in quadruplet identical copies on the day and year first above written.

MCCRACKEN COUNTY FISCAL COURT

*Danny Dugan*

ATTEST:

*Randy Otter*

CITY OF PADUCAH, KENTUCKY

*Albert Jones*

ATTEST

*Lenita Smith*

Approved by the Office of the Attorney General of the Commonwealth of Kentucky.

BY *Asst. Deputy AG* *4-2-92*

Title & Date

I hereby certify that the above is a true and correct copy of an Interlocal Cooperation Agreement, Paducah/McCracken Industrial Park, executed by McCracken County Fiscal Court and the City of Paducah, Kentucky.

*Lenita Smith*  
Lenita Smith, City Clerk

COPY

February 24, 1997  
Regular Meeting  
McCracken County Fiscal Court  
Court Met Pursuant to Call of County Judge/Executive  
County Judge/Executive and Commissioners McNeil and Bradford Present

On motion of Commissioner Bradford seconded by Commissioner McNeil  
it is ordered that the inter local cooperation agreement of the Paducah-  
McCracken Industrial Park be approved.

The motion was carried with County Judge/Executive and all Commissioners  
voting aye.

/s/ Danny Orazine  
McCracken County Judge/Executive

CLERK OF COUNTY } SCT.  
COUNTY OF MCCracken

I, Randy Otey, Clerk of the County Court for the  
County and State records, do certify that the foregoing  
is a true and correct copy of same as appears on  
record in my Fiscal Court  
office in Order Book 86 page       

Given under my hand this 18<sup>th</sup> day of

March 19 97.

RANDY OTEY, CLERK

By Paul Smith D.C.



COPY

AN ORDINANCE APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PADUCAH AND MCCrackEN COUNTY, KENTUCKY, RELATING TO THE JOINT DEVELOPMENT OF AN INDUSTRIAL PARK LOCATED ON OLIVET CHURCH ROAD, AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah approves an Interlocal Cooperation Agreement between the City of Paducah and McCracken County, Kentucky, relating to the joint development of an industrial park located on Olivet Church Road.

SECTION 2. That the Mayor is hereby authorized and directed to execute the Interlocal Agreement referred to in Section 1 above.

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

Albert Jones  
Mayor

ATTEST:

Lenita Smith  
City Clerk

Introduced by the Board of Commissioners February 19, 1997  
Adopted by the Board of Commissioners February 25, 1997  
Recorded by Lenita Smith, City Clerk, February 25, 1997  
Published by The Paducah Sun February 26, 1997

ord/contract  
89

I hereby certify that the above is a true and correct copy of an ordinance adopted by the City of Paducah on February 25, 1997.

Lenita Smith  
Lenita Smith, City Clerk

ORDINANCE NO. 97-2- 5642

AN ORDINANCE APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PADUCAH AND McCRACKEN COUNTY, KENTUCKY, RELATING TO THE JOINT DEVELOPMENT OF AN INDUSTRIAL PARK LOCATED ON OLIVET CHURCH ROAD, AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

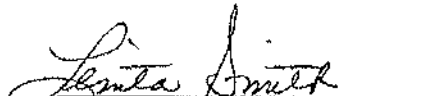
SECTION 1. That the City of Paducah approves an Interlocal Cooperation Agreement between the City of Paducah and McCracken County, Kentucky, relating to the joint development of an industrial park located on Olivet Church Road.

SECTION 2. That the Mayor is hereby authorized and directed to execute the Interlocal Agreement referred to in Section 1 above.

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:

  
City Clerk

Introduced by the Board of Commissioners February 19, 1997  
Adopted by the Board of Commissioners February 25, 1997  
Recorded by Lenita Smith, City Clerk, February 25, 1997  
Published by The Paducah Sun February 26, 1997.

opp/contract  
89

ss #30844

**ORDINANCE # 97-2- 5641****ORDINANCE CREATING AND ESTABLISHING AN  
ENTITY TO BE KNOWN AS THE PADUCAH-  
McCRACKEN COUNTY INDUSTRIAL DEVELOPMENT  
AUTHORITY; PROVIDING FOR THE APPOINTMENT OF  
MEMBERS; AND SETTING FORTH THE POWERS,  
FUNCTIONS AND DUTIES OF SAID INDUSTRIAL  
DEVELOPMENT AUTHORITY.**

WHEREAS, KRS 154.50-301, et seq, authorizes Cities and Counties to jointly create industrial development authorities for the purpose of acquiring and developing industrial sites, parks, and subdivisions for economic development purposes; and

WHEREAS, the City of Paducah and McCracken County, Kentucky, have agreed to jointly create an industrial development authority in accordance with the aforesaid statutes.

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

SECTION 1. Creation: There is hereby created and established pursuant to the provisions of KRS 154.50-310, et seq, the Paducah-McCracken County Industrial Development Authority.

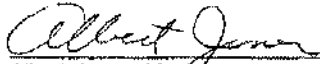
SECTION 2. Composition; Appointment of Members: The Industrial Development Authority shall be composed of six (6) members, three (3) of whom shall be appointed by the Mayor of the City of Paducah, and three (3) of whom shall be appointed by the County Judge of McCracken County, Kentucky. Appointments made by the Mayor shall be with the approval of the Board of Commissioners.

SECTION 3. Qualifications of Members; City and County Officials Not Eligible for Membership: All members appointed to the Industrial Development Authority shall reside within McCracken County and each shall have knowledge or experience in matters relating to industry or economic development. No member of the Industrial Development Authority shall hold any official office with the City or County.

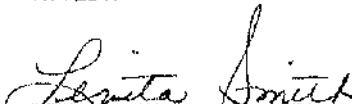
SECTION 4. Terms of Members: Of the initial appointments to the Industrial Development Authority, the Mayor and County Judge shall each appoint one member for two (2) years, one member for three (3) years, and one member for four (4) years. Thereafter, members of the Industrial Development Authority shall serve for a term of four (4) years each, and until their successors are appointed and qualified.

SECTION 5. Powers, Functions and Duties: The Industrial Development Authority established hereby shall have all the powers, functions and duties authorized by the Local Industrial Development Authority Act, KRS 164.50-301, et seq.

SECTION 6. This Ordinance shall be read on two separate days and become effective upon publication in accordance with KRS Chapter 424.

  
Albert Jones, Mayor

ATTEST:

  
City Clerk

Introduced by the Board of Commissioners February 19, 1997

Adopted by the Board of Commissioners February 25, 1997

Recorded by City Clerk February 25, 1997

Published by The Paducah Sun February 26, 1997

## MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding Agreement by and between **AAA FABRICATORS, LLC**, a Kentucky limited liability company ("AAA Fabricators"), the **GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL** ("GPEDC"), the **CITY OF PADUCAH, KENTUCKY** ("City"), and **MCCRACKEN COUNTY, KENTUCKY** ("County").

**WHEREAS**, AAA Fabricators proposes to acquire, install, and equip a manufacturing facility in the former NES Building located at 3885 Coleman Road, Paducah, McCracken County, Kentucky, (the "Project"); and

**WHEREAS**, AAA Fabricators development of the Project will have a positive impact on the entire community by stimulating the local economy, expanding the tax base, and eliminating and or preventing high rates of unemployment; and

**WHEREAS**, in order to induce the acquisition, installation and equipping of the Project by AAA Fabricators, the City, County, and GPEDC have agreed to provide certain economic incentives to AAA Fabricators for purposes of defraying the costs of acquiring, installing, and equipping the Project; and

**WHEREAS**, it is deemed necessary and advisable that this Agreement be entered into by the parties setting forth their agreement with respect to the acquisition, installation, and thereof; and

**WHEREAS**, economic incentives to be provided to AAA Fabricators are in conformity with the "Guidelines for Providing Economic Incentives to Qualified Projects Located within the Boundaries of the County of McCracken and the City of Paducah" previously adopted by the County and City.

**NOW, THEREFORE**, AAA Fabricators, City, County and GPEDC agree to the following:

A. AAA Fabricators commits to:

1. Acquiring, installing, and equipping a manufacturing facility in the former NES Building located at 3885 Coleman Road, Paducah, McCracken County, Kentucky.
2. Hire a minimum of 15 net new employees within 1 year.
3. Hire a minimum of 25 employees by year 5.



4. Achieve total annual plant payroll within one year in excess of \$500,000.
5. Achieve a total annual plant payroll by year 5 exceeding \$860,000.
6. Invest over \$1.5 million in capital, building and equipment in the Project.

B. The City, County, and GPEDC commit to:

1. The City will provide a cash grant to AAA Fabricators of \$75,000.00 to defray the costs of acquiring, installing and equipping the Project.
2. The County will provide a cash grant of \$75,000.00 to defray the costs of acquiring, installing, and equipping the Project.
3. GPEDC will use best efforts to secure the maximum amount of KIDA incentives on behalf of AAA Fabricators.
4. GPEDC will use its best efforts to secure the maximum amount of state training incentives on behalf of AAA Fabricators.
5. GPEDC will use its best efforts to expedite local permitting.

B. Recapture:

AAA Fabricators agrees that in the event it fails to either meet the required levels of employment or investment for the Project by the end of the third year, unless another time has been mutually agreed to, then the cash grant funds provided above by the City and County shall be fully reimbursed, plus interest calculated by using New York prime rates. The City and County further agree that in the event the failure to attain or maintain the required levels of employment or investment by AAA Fabricators, in spite of the its good faith best efforts, were the result of unavoidable and unforeseen circumstances, including, but, not limited to an Act of God or national emergencies, then the City and County, at their sole discretion, may: (a) seek a pro rata reimbursement, or (b) waive any reimbursement.

D. Payroll Tax Sharing:

The City hereby agrees that as the "host" municipality it will share with the County (50)% of all payroll taxes generated from the Project for a period of 25 years. The taxes will be collected during the Fiscal year and paid annually no later than September 1 of each year.

E. Miscellaneous Provision:

This Agreement represents the entire understanding and agreement reached between the parties, and all prior covenants, agreements, and presentations are merged herein. This Agreement shall be fully binding upon the parties hereto and shall be deemed fully enforceable in accordance with the terms and provisions hereof. Neither party shall assign this Agreement without first obtaining the written consent of the other parties, which written consent shall not be unreasonably withheld. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement than can be given affect without the invalid provision, and, to this end, the provisions hereof are severable.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and year first above written.

AAA FABRICATORS

CITY OF PADUCAH, KENTUCKY

Signature: W.E. Barker

Signature: [Signature]

Title: President & CEO

Title: Mayer

Date: 6/16/04

Date: 06-15-04

MCCRACKEN COUNTY, KENTUCKY

Signature: [Signature]

Title: Judge Executive

Date: 6-15-04

## ORDINANCE NO. 2004-6-6824

AN ORDINANCE AUTHORIZING AND APPROVING THE CITY OF PADUCAH  
GRANTING CERTAIN ECONOMIC INCENTIVES TO AAA FABRICATORS, LLC., AND  
AUTHORIZING TRANSFER OF FUNDS FROM COMMISSION CONTINGENCY FOR SAID  
PROJECT

WHEREAS, the City of Paducah finds that economic development through the attraction of new and expanding industry is a valid public purpose, positively impacting the entire community by stimulating the local economy, expanding the tax base and eliminating and/or preventing high rates of unemployment; and

WHEREAS, the City of Paducah finds, that in order to competitively compete for new, high quality employers and to induce significant expansion by existing industry, certain reasonable economic incentives are necessary; and

WHEREAS, upon receiving offers of certain economic incentives, AAA Fabricators, LLC, has declared its willingness to execute binding agreements committing it to the development of a manufacturing company within the corporate boundaries of the City of Paducah; and

WHEREAS, the economic incentives to be provided to AAA Fabricators are in conformity with the "Guidelines For Providing Economic Incentives To Qualified Projects Located Within The Boundaries Of The City Of Paducah" previously adopted by the City of Paducah on January 20, 2004, by Municipal Order No. 1035; and

WHEREAS, the City of Paducah, in consideration of the aforesaid commitment, approves and authorizes the following economic incentives to AAA Fabricators, LLC.

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

The City of Paducah, participating equally with the County of McCracken, (the "County") will:

**Section 1. Recitals and Authorization.** The City hereby approves providing AAA Fabricators, LLC, ("AAA Fabricators") with a \$150,000.00 cash grant to offset the costs of renovating and equipping the former NES Building located at 3885 Coleman Road, Paducah, McCracken County, Kentucky, (the "Project Site") and relocating AAA Fabricator's manufacturing facility to the Project Site; the City share being \$75,000.00. Further the City hereby approves the Memorandum of Understanding to be entered into among the City, the County, Greater Paducah Economic Development Council ("GPEDC") and AAA Fabricators (the "Agreement") in substantially the form attached hereto as Exhibit A and made part hereof. It is determined that it is necessary and desirable and in the best interests of the City to enter into the Agreement for the purposes therein specified, and the execution of the Agreement is hereby authorized and approved. The Mayor of the City is hereby authorized to execute the Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Agreement with such changes in the Agreement not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City. The approval of such changes by said official, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of such Agreement by such official.

**Section 2. Conditional Authorization.** The adoption of this Ordinance is predicated upon AAA Fabricators executing the Agreement and all other legally necessary documents to bind AAA Fabricators to its commitment to establish and locate the manufacturing facility at the Project Site, meet or exceed its stated investments in capital, building, and equipment, and use its best efforts to meet or exceed the employment and payroll schedules, all as set forth in the Agreement.

**Section 3. Transfer of Funds.** The Finance Director is hereby authorized and directed to transfer the sum of \$75,000.00, from the Commission Contingency Fund and other unexpended budgetary line items.

**Section 4. Severability.** If any section, paragraph or provision of this Ordinance shall be held



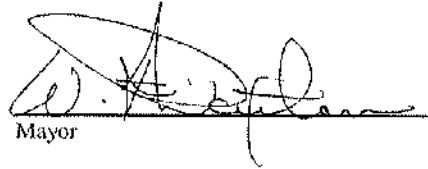
53226CityIncentives

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. Compliance With Open Meetings Laws. This 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. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

Section 7. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS 424.



Mayor

ATTEST:



City Clerk

Introduced by the Board of Commissioners, May 25, 2004

Adopted by the Board of Commissioners, June 8, 2004

Recorded by City Clerk, June 8, 2004

Published by *The Paducah Sun*, June 14, 2004

532266CityIncentives

OrdIncentives AAA Fabricators

**EXHIBIT A****MEMORANDUM OF UNDERSTANDING**

This is a Memorandum of Understanding (Agreement) by and between **AAA FABRICATORS, LLC**, a Kentucky limited liability company ("AAA Fabricators"), the **GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL ("GPEDC")**, the **CITY OF PADUCAH, KENTUCKY ("City")**, and **MCCRACKEN COUNTY, KENTUCKY ("Comty")**.

**WHEREAS**, AAA Fabricators proposes to acquire, install, and equip a manufacturing facility in the former NES Building located at 3885 Coleman Road, Paducah, McCracken County, Kentucky, (the "Project"); and

**WHEREAS**, AAA Fabricators development of the Project will have a positive impact on the entire community by stimulating the local economy, expanding the tax base, and eliminating and or preventing high rates of unemployment; and

**WHEREAS**, in order to induce the acquisition, installation and equipping of the Project by AAA Fabricators, the City, County, and GPEDC have agreed to provide certain economic incentives to AAA Fabricators for purposes of defraying the costs of acquiring, installing, and equipping the Project; and

**WHEREAS**, it is deemed necessary and advisable that this Agreement be entered into by the parties setting forth their agreement with respect to the acquisition, installation, and equipping of the Project and the economic incentives to be provided to defray the costs thereof; and

**WHEREAS**, the economic incentives to be provided to AAA Fabricators are in conformity with the "Guidelines For Providing Economic Incentives To Qualified Projects Located Within The Boundaries Of The County Of McCracken and the City of Paducah" previously adopted by the County and City.

**NOW, THEREFORE**, AAA Fabricators, City, County and GPEDC agree to the following:

A. AAA Fabricators commits to:

1. Acquiring, installing, and equipping a manufacturing facility in the former NES Building located at 3885 Coleman Road, Paducah, McCracken County, Kentucky.
2. Hire a minimum of 15 net new employees within 1 year.
3. Hire a minimum of 25 employees by year 5.
4. Achieve total annual plant payroll within one year in excess of \$500,000.00.
5. Achieve a total annual plant payroll by year 5 exceeding \$860,000.00.
6. Invest over \$1.5 million in capital, building, and equipment in the Project.

## 5.2264 City Incentives

B. The City, County, and GPEDC commit to:

1. The City will provide a cash grant to AAA Fabricators of \$75,000.00 to defray the costs of acquiring, installing, and equipping the Project.
2. The County will provide a cash grant of \$75,000.00 to defray the costs of acquiring, installing, and equipping the Project.
3. GPEDC will use best efforts to secure the maximum amount of KIDA incentives on behalf of AAA Fabricators.
4. GPEDC will use its best efforts to secure the maximum amount of state training incentives on behalf of AAA Fabricators.
5. GPEDC will use its best efforts to expedite local permitting of the Project

C. Recapture:

AAA Fabricators agrees that in the event it fails to either meet the required levels of employment or investment for the Project by the end of the third year, unless another time has been mutually agreed to, then the cash grant funds provided above by the City and County shall be fully reimbursed, plus interest calculated by using New York prime rates. The City and County further agree that in the event the failure to attain or maintain the required levels of employment or investment by AAA Fabricators, in spite of the its good faith best efforts, were the result of unavoidable and unforeseen circumstances, including, but, not limited to an Act of God or national emergencies, then the City and County, at their sole discretion, may: (a) seek a pro rata reimbursement, or (b) waive any reimbursement.

D. Payroll Tax Sharing:

The City hereby agrees that as the "host" municipality it will share with the County (50)% of all payroll taxes generated from the Project for a period of 25 years. The taxes will be collected during the Fiscal year and paid annually no later than September 1 of each year.

E. Miscellaneous Provision:

This Agreement represents the entire understanding and agreement reached between the parties, and all prior covenants, agreements, and presentations are merged herein. This Agreement shall be fully binding upon the parties hereto and shall be deemed fully enforceable in accordance with the terms and provisions hereof. Neither party shall assign this Agreement without first obtaining the written consent of the other parties, which written consent shall not be unreasonably withheld. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement than can be given affect without the invalid provision, and, to this end, the provisions hereof are severable.

53226/CityIncentives

IN WITNESS WHEREOF the parties hereto have set their hands on the day and year first above written.

**AAA FABRICATORS, LLC**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF PADUCAH, KENTUCKY**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MCCRACKEN COUNTY, KENTUCKY**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GREATER PADUCAH ECONOMIC  
DEVELOPMENT COUNCIL**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## INTERLOCAL COOPERATION AGREEMENT

PADUCAH & McCRACKEN COUNTY  
ECONOMIC DEVELOPMENT REVENUE SHARING AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 13<sup>th</sup> day of February, 2006, by and between the CITY OF PADUCAH, McCracken County, Kentucky, a municipal operation of the 2<sup>nd</sup> class under the laws of the Commonwealth of Kentucky, (hereinafter "City"), and McCRACKEN COUNTY FISCAL COURT, McCracken County, Kentucky, a local government, (hereinafter "County")

WHEREAS, under the Interlocal Cooperation Act (the "Act"), Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes, as amended ("KRS"), any power or powers, privileges or authority exercised or capable of exercise by a public authority (including a city, a county or any other political subdivision of the Commonwealth) may be exercised jointly with another public agency under an agreement (an "interlocal cooperation agreement") for joint or cooperative action pursuant to the provisions of the Act; and

WHEREAS the City and County find that economic development through the attraction of new and expanding businesses and industries is a valid public purpose, positively impacting the entire community by stimulating the local economy, expanding the tax base and eliminating and/or preventing high rates of unemployment; and

WHEREAS, the City and County find that, in order to competitively compete for new, high quality employers and to induce significant expansion by existing industry, certain reasonable economic incentives are necessary; and

WHEREAS, the City and County have agreed it is in their mutual interest to pursue economic development opportunities cooperatively in order to enhance the community's competitiveness for new jobs and capital investment, and;

RECEIVED AND FILED  
DATE 3.10.06

THEY GRAYSON  
SECRETARY OF STATE  
COMMONWEALTH OF KENTUCKY  
BY L. TROOP



WHEREAS, the City and County have previously cooperated to share the cost of developing industrial park land and providing incentives for the attraction of new and expanding business and industries, and

WHEREAS, the City and County have previously agreed to share tax revenues generated by new businesses and industries where they have shared the cost of incentives for those businesses,

NOW THEREFORE BE IT RESOLVED that THE CITY OF PADUCAH and MCCracken COUNTY FISCAL COURT agree as follows:

#### SECTION 1: DEFINITIONS

1. Qualified Project: A new business or industry or an expansion of an existing business or industry that meets the guidelines for providing economic incentives as previously adopted by the City and County.
2. Host: If a project is located within the City limits, the City Commission is the host. If a project is located in McCracken County outside the City limits, the County Fiscal Court is the host.
3. Incentives: The payment of City or County local funds in conjunction with an inducement agreement with a qualified project to locate or expand in McCracken County. The payment may be made directly to the qualified project or may be made to purchase land or construct infrastructure committed to the qualified project in an inducement agreement.

#### SECTION 2: STATEMENT OF INTENT

The City and County intend to share the cost of incentives for qualified projects and when incentive costs are shared to share the business license and payroll tax revenues generated by the qualified project.

### SECTION 3: PROCEDURE FOR COMMITTING TO SHARE INCENTIVES

- A. When a new business or industry is identified as a qualified project the City Manager will ask the City Commission and the County Administrator will ask the County Fiscal Court to consider legislation committing the governing body to share equally the costs of incentives for the qualified project.
- B. When the expansion of an existing business or industry is identified as a qualified project the administrator of the host jurisdiction will ask his governing body to decide whether they want to invite the other jurisdiction to share the costs of incentives for the qualified project.
- C. If the governing body of the host jurisdiction decides to invite the other jurisdiction to share in the cost of the project, then the City Manager will ask the City Commission and the County Administrator will ask the County Fiscal Court to consider legislation committing the governing body to share equally the costs of incentives for the qualified project.

### SECTION 4: SHARING REVENUES FROM QUALIFIED PROJECTS

- A. When business license or payroll tax revenues are received from a qualified project that received incentives from the City and County, those revenues will be shared between the City and County on an equal basis throughout the term of this agreement.
- B. The City will share with the County 50% of all business license and payroll taxes generated from a qualified project located within the corporate limits of the City.
- C. The County will share with the City 50% of all occupational and payroll taxes generated from a qualified project located within the County and outside the corporate limits of the City.
- D. For the purpose of this agreement, taxes generated from a project shall include payroll taxes generated during the construction phase of the project and from contract employees working at the qualified project.
- E. Payments by the City to the County and by the County to the City for the previous fiscal year shall be made by September 15. Payments shall be accompanied by a report that identifies each qualifying project and the taxes collected.

SECTION 5: TERM

The term of this agreement, to the extent permitted by Kentucky Law, shall be for 15 years from the date of its execution.

SECTION 6: PADUCAH/McCRACKEN INDUSTRIAL PARK

This agreement does not apply to business and industries located in the Paducah/McCracken County Industrial Park. Sharing of park development and incentive costs for projects located in the Park will be governed by the Interlocal Cooperation Agreement between the City and County dated March 6, 1997.

SECTION 7: ULRICH MEDICAL SERVICES

Since the City and County shared incentive costs for the Ulrich Medical Services facility in the Information Age Park, business license and payroll taxes generated from Ulrich Medical Services and its successors and assigns will be shared in accord with the provisions of this agreement. Revenue shall begin with business license and payroll taxes due January 1, 2006.

SECTION 8: LYNX SERVICES

Since the City and County substantially shared incentive costs for Lynx Services From PPG facility in the Information Age Park, business license and payroll taxes generated from Lynx Services, its successors and assigns, will be shared in accord with the provisions of this agreement. Revenue shall begin with business license and payroll taxes due January 1, 2006.

SECTION 9: MARQUETTE TRANSPORTATION

Since the City and County shared incentive costs for the Marquette Transportation project in the Information Age Park, business license and payroll taxes generated from Marquette, its successors and assigns, will be as follows:



- A. The term of the agreement shall be for 15 years.
- B. The city will not share revenue until the first \$94,450.00 is collected from Marquette.

SECTION 10 SEVERABILITY

If any section, subsection, or clause of this agreement shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

IN WITNESS WHEREOF, the City of Paducah, Kentucky has caused its corporate name to be hereunto subscribed by its Mayor, attested by its City Clerk and its corporate seal to be hereunto affixed; and the McCracken County Court has caused its name to be hereunto subscribed by the McCracken County Judge Executive, attested by its proper authority and its corporate seal to be hereunto affixed; all in quadruplet identical copies on the day and year first above written.

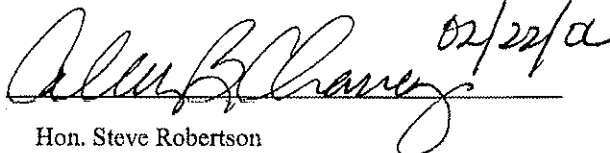
MCCRACKEN COUNTY FISCAL COURT



ATTEST:



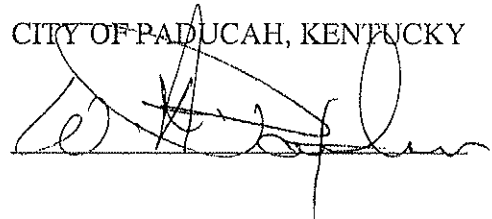
Governor's Office of Local Development

 02/22/01

Hon. Steve Robertson  
Commissioner

Gov Office For Local Development

CITY OF PADUCAH, KENTUCKY



ATTEST:



Prepared by:



Steve Doolittle  
McCracken County Administrator  
McCracken County Courthouse  
601 Washington Street  
Paducah, KY 42003

## ORDINANCE NO. 2005-11-7046

183

AN ORDINANCE APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PADUCAH (CITY) AND MCCrackEN COUNTY (COUNTY), KENTUCKY RELATING TO REVENUE SHARING ON JOINT ECONOMIC DEVELOPMENT PROJECTS WHEN ECONOMIC INCENTIVES ARE SHARED BY THE CITY AND COUNTY, AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

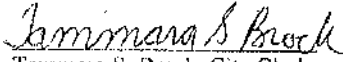
SECTION 1. That the City of Paducah approves an Interlocal Cooperation Agreement between the City of Paducah and McCracken County, Kentucky, relating to the revenue sharing of an economic development projects in Paducah and McCracken County.

SECTION 2. That the Mayor is hereby authorized and directed to execute the Interlocal Agreement referred to in Section 1 above.

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. Brock, City Clerk

Introduced by the Board of Commissioners November 22, 2005  
Adopted by the Board of Commissioners November 28, 2005  
Recorded by Tammara S. Brock, City Clerk, November 28, 2005  
Published by The Paducah Sun, December 2, 2005  
word agree-revenue sharing

## CERTIFICATION

I hereby certify that the above is a true and correct copy of an ordinance adopted by the City of Paducah, Kentucky on November 28, 2005.

STATE OF KENTUCKY } SCT.  
COUNTY OF MCCrackEN

I, Jeff Jerrell, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing instrument of writing was lodged for record on the 3rd day of March 2006 at 8:45 A M. o'clock, and I have recorded the same together

with this and the foregoing certificate in my office in Duch Book No. 1087 Page No. 178  
Given under my hand this 3 day of March 2006

JEFF JERRELL, CLERK

By Tammara S. Brock

  
Tammara S. Brock  
City Clerk

**EXHIBIT "4"**  
**SECTION 2. TRANSFER OF REAL PROPERTY**

| Property/Lien Holder/Debt                                         | Previous Owners | Property Value                |
|-------------------------------------------------------------------|-----------------|-------------------------------|
| Ohio River Park / Paducah Bank / \$490,086.00                     |                 |                               |
| Ohio River Park/ City & County / \$1,322,750.00                   |                 | Part owned by P&L & Rex Smith |
| TeleTech / Paducah Bank / \$515,379.00                            |                 |                               |
|                                                                   |                 |                               |
| Tract 7 – 3.1 acres on Bobo Road, West Paducah KY                 | Hall            | \$26,517.00                   |
| Tract 11 – 4 acres Bobo Road, West Paducah KY                     | Peeler          | \$145,480.00                  |
| Tract 41 – 7320 Noble Road, West Paducah KY                       | Reagan          | \$389,567.00                  |
| Tract 24 – 7250 Noble Road, West Paducah KY                       | Hall            | \$336,567.00                  |
| Tract 31 – 4+ acres Noble Road, West Paducah KY                   | Robison         | \$47,476.00                   |
| Tract 20 – 6525 Bobo Road, West Paducah KY                        | Hines           | \$325,575.00                  |
| Tract 6 – 80 acres Bobo Road, West Paducah KY                     | Graham          | \$381,656.00                  |
| Tract 1 – 5 acres Noble Road, West Paducah KY                     | McElya          | \$110,537.00                  |
| Tract 40 – 6405 Rudy Wood Road, West Paducah KY                   | Causey          | Part owned by P&L Railroad    |
| Tract 27 – 6750 Bobo Road, West Paducah KY                        | Alvey           | \$129,978.00                  |
| Tract 21 – 6565 Bobo Road, West Paducah KY                        | Hines           | \$312,267.00                  |
| Tract 8 – 3.1 acres Bobo Road, West Paducah KY                    | Hall            | \$26,517.00                   |
| Tract 23 – 66.7 acres Bobo Road, West Paducah KY                  | Clark           | \$344,573.00                  |
| Tract 36 – 4+acres Noble Road, West Paducah KY                    | Louden          | \$36,375.00                   |
| Tract 12 – 7270 Noble Road, West Paducah KY                       | Lawrence        | \$63,617.00                   |
| 5 Tract of Land on Bobo Road, West Paducah KY                     |                 | Part owned by P&L Railroad    |
| 6560 Rudy Woods Road, West Paducah KY                             | Peeler          | \$145,480.00                  |
| 6340 Bobo Road, West Paducah KY                                   | Abanatha        |                               |
| 5 Tract of Land on (Former Frazee Property)                       | Frazee          |                               |
|                                                                   |                 |                               |
| McCracken County Land – 6865 and 6925 Bobo Road, West Paducah, KY | Modrow          | \$100,000.00                  |

**EXHIBIT 5 – Debt Forgiveness Agreement between City of Paducah and GPED**

**[TO BE SUPPLIED BY CITY OF PADUCAH]**

**EXHIBIT 6 – Debt Forgiveness Agreement between McCracken County and GPED**

**[TO BE SUPPLIED BY McCracken County]**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Paducah/McCracken County Industrial Development Authority (“IDA”) and Greater Paducah Economic Development (hereinafter referred to as GPED),

### **WITNESSETH:**

WHEREAS, the IDA and GPED are parties to that certain Interlocal Agreement dated \_\_\_\_\_, 2020; and

WHEREAS, pursuant to such Interlocal Agreement, the IDA is charged with the ownership, maintenance, and development of certain publicly-held development sites in the City of Paducah and McCracken County; and

WHEREAS, GPED is the economic development organization of Paducah and McCracken County whose mission is to proactively recruit, obtain, and maintain companies providing high quality, high paying jobs with benefits for our region; and

WHEREAS, GPED and the City of Paducah are parties to that certain Contract for Services dated June 26, 2020 pursuant to which GPED has agreed, among other things, to provide staff support to the Paducah-McCracken Industrial Development Authority in exchange for consideration received from the City of Paducah; and

WHEREAS, GPED and McCracken County are parties to that certain Agreement for Services dated July 27, 2020 pursuant to which GPED has agreed, among other things, to provide staff support to the Paducah-McCracken Industrial Development Authority in exchange for consideration received from McCracken County; and

WHEREAS, the parties recognize that in order to maximize the region’s economic development potential, GPED must serve as the active, outward facing economic development entity for Paducah / McCracken County providing management and guidance to the IDA; and

WHEREAS, the parties recognize that to best position our community for sustainable economic growth, the IDA must serve as an aid in capturing incentives and holding, obtaining, and developing favorable economic development properties; and

WHEREAS, the IDA desires to engage GPED to render certain professional management services, guidance, and assistance in connection with the IDA’s ownership, maintenance, and development of the sites;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. MANAGEMENT SERVICES. GPED will manage the IDA and its properties. Specific activities shall include, but not be limited to the following:

- a. GPED will provide bookkeeping and accounting services to the IDA.
- b. GPED will provide management and guidance to the IDA as it relates to the IDA executing on its role as a property holder and as a vehicle for incentives.
- c. GPED will provide staffing at its own expense to support administrative duties to the IDA.
- d. GPED will provide IDA such management services at no cost to the IDA.
- e. While the IDA is responsible for the maintenance and repair of all IDA held properties, including all medians and right of ways, which duties shall include but not be limited to mowing, landscaping, signage, and lighting and installation of other fixtures as necessary to maintain the safety and appearance of the properties, GPED will provide management and administrative services to carry out such maintenance, repair, and installation services.
- f. While the IDA is responsible to take steps to mitigate environmental, utility, or other barriers to the development of IDA held properties, including making improvements which will attract business prospects such as site preparation, infrastructure build up, and construction of speculative buildings, GPED will provide management and administrative services to carry out such functions.
- g. While the IDA may utilize its undeveloped properties for revenue generating activities (such as rental of property for crop land), so long as such activities do not compromise or limit the property's development potential, GPED will provide management and advisory services to carry out such activities.
- h. GPED shall maintain a list of IDA owned properties and market said properties promoting economic development.
- i. GPED shall coordinate the establishment of a committee within each industrial park allowing businesses located therein to communicate their needs and resources and to promote collaboration amongst themselves and the IDA.
- j. GPED shall perform or assist with such other services as may, from time to time, be necessary.

2. TERM. The term of this Agreement will commence on \_\_\_\_\_, 2020 and conclude on \_\_\_\_\_. This Agreement shall automatically renew for successive one year terms, on the same terms and conditions contained herein, unless, not later than six (6) months prior to the end of the then-current term, either Party shall give written notice to the other Party of its election to terminate this Agreement.

3. TERMS AND CONDITIONS. This agreement is subject to the following Terms and Conditions:

- a. GPED shall provide the services as outlined in Section I at no cost to the IDA. The records related to such services will be made available for audit purposes to the IDA, the City of Paducah, and McCracken County, or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the IDA.
- b. In carrying out its duties under this Agreement, GPED shall comply with all applicable laws, ordinances, and regulations and with the terms of the Interlocal Agreement.
- c. This Agreement may be amended or any of its terms modified only by a written document authorized, executed and delivered by each of the parties hereto.
- d. The waiver of a breach, default or violation of this Agreement shall not operate as or be constructed to be a waiver of any subsequent breach hereof.

IN WITNESS WHEREOF, the Paducah/McCracken County Industrial Development Authority and Greater Paducah Economic Development have executed this Agreement for Professional Services as of the date above written.

PADUCAH/MCCRACKEN COUNTY  
INDUSTRIAL DEVELOPMENT  
AUTHORITY

GREATER PADUCAH ECONOMIC  
DEVELOPMENT

\_\_\_\_\_  
BY: \_\_\_\_\_

\_\_\_\_\_  
BY: \_\_\_\_\_



AMENDED AND RESTATED BYLAWS OF  
PADUCAH MCCRACKEN COUNTY  
INDUSTRIAL DEVELOPMENT AUTHORITY

ARTICLE I  
NAME

The name of the authority shall be the Paducah McCracken County Industrial Development Authority (the “Authority”), a non-profit corporation organized and existing under the laws of the Commonwealth of Kentucky.

ARTICLE II  
PURPOSE

The purpose of the authority shall be to own, develop, maintain, and manage publicly owned development sites within Paducah and McCracken County, KY

ARTICLE III  
OFFICES

The registered office of the Authority in the Commonwealth of Kentucky shall be at the offices of the Greater Paducah Economic Development Council, or its successor, which is currently 300 South Third Street, Paducah, Kentucky, 42001. The Authority may have such other offices, either within or without the Commonwealth of Kentucky, from time to time, as the Board of Directors may determine or as the business of the Authority may require. The address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE IV  
DIRECTORS

1. GENERAL POWERS. The business and affairs of the Authority shall be managed by its Board of Directors in accordance with KRS 154.50-301 – 154.50-350.
2. NUMBER AND QUALIFICATIONS. There shall be seven (7) Directors of the Authority who shall all be voting members. One (1) of the Director positions shall be occupied by the Mayor of the City of Paducah, and one (1) of the Director positions shall be occupied by the McCracken County Judge Executive for so long as they are serving in their elected positions. The Mayor of the City of Paducah shall appoint one (1) Director position from the GPED Board of Directors. The McCracken County Judge Executive shall also appoint one (1) Director position from the GPED Board of Directors. Of the remaining three (3) Director positions, one (1) shall be appointed by the Mayor, one (1) shall be appointed by the Judge Executive, and the remaining one (1) shall be appointed jointly by the Mayor and Judge Executive.

3. DIRECTOR TERMS. With the exception of the Director positions held by the Mayor and Judge Executive, who shall maintain their board positions for so long as they are serving in their elected positions, the Directors shall serve for terms of four (4) years. . The

terms of the initial board members shall be staggered for continuity, with two Directors appointed for four (4) years, two Directors appointed for three (3) years, and one director appointed for two (2) years. No elected Director shall serve for more than two (2) consecutive terms. A person may be considered to rejoin the board as a Director after being off the Board for a period of one (1) year.

4. COMPENSATION. Directors shall not receive any compensation for services, but may be reimbursed for actual expenses incurred on behalf of and in conjunction with Authority business.

5. CONFIDENTIALITY. The Board of Directors acknowledges that board members may receive and consider confidential information, such as the prospective location, relocation or expansion of businesses or industries, along with their confidential, proprietary information, trade secrets, and financial information. The Board of Directors acknowledges that the Authority and the Board may be asked to sign contractual agreements regarding non-disclosure and confidentiality, thus exposing the Authority to contractual liability. Accordingly, the Authority and the Board shall adhere to a strict policy of confidentiality. Best efforts will be used to advise that information presented is (1) subject to an a contractual agreement regarding non-disclosure or confidentiality, (2) confidential but not subject to a contractual agreement, (3) public records but excluded from inspection except on order of a court or (4) public records and information open for inspection by any person. Board members shall endeavor to treat such information with an appropriate level of confidentiality. In the event that any Director should break such confidentiality, he or she may be removed by the Board. Directors shall not use confidential information learned through their involvement with the Authority to further their business or personal interests. Notwithstanding the provisions of this Section, the Judge Executive and the Mayor may, at his or her discretion, share information which has been designated as confidential with the elected members of their respective boards. In such event, the Judge Executive and/or Mayor shall inform their board that such information is confidential in nature and is expected to remain as such.

6. CONFLICT OF INTEREST. Each Director working with or for the Authority shall sign a (1) conflict of interest disclosure statement and (2) confidentiality agreement, with the forms of same being approved by the Board, as a condition of their service. The forms shall be reviewed by the Board. Any conflict will be promptly disclosed to the Board and reviewed by the Board at its next meeting. The Board may take any appropriate action to address any conflicts. It is expected that Directors will abstain from voting on issues that relate directly to the Authority awarding work to a particular firm or individual in cases where the Director has a vested interest in the firm or in the individual. In the event that the Board of Directors reasonably believes that a Director, by reason of vested interest, personal affiliations, employment, or other involvement, has a conflict of interest relative to a matter to be discussed, such Director shall leave the meeting room voluntarily, upon request, until discussion and voting, if any, on the subject is completed. If the Director refuses to leave the meeting voluntarily, he or she may be required to leave the meeting by vote of a majority of the Board of Directors. In the event that any Director, employee or committee members should violate this provision, he or she may be removed by the Board, terminated or removed from any committee or subcommittee of the Authority.

## ARTICLE V OFFICERS

1. NUMBER. The officers of the Authority shall be a Chair, Vice Chair, a Secretary, and a Treasurer. Such other officers as may be deemed necessary may be elected or appointed by the Board of Directors. With the exception of the Chair and Vice Chair, all officers shall be elected by the Board of Directors.

2. ELECTION AND TERM OF OFFICE. The officers of the Authority to be elected by the Directors shall be elected annually in a June meeting. If the election of officers is not held at such meeting, the election shall be held as soon thereafter as practicable. With the exception of the Chair and Vice Chair, each officer shall hold office for a one (1) year period.

3. CHAIR. Either the Mayor or the Judge Executive shall serve as Chair of the Board, with the position alternating every two (2) years. The Chair shall be the principal executive officer of the Authority and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Authority. When present, he/she shall preside at meetings of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Authority thereunto authorized by the Directors, deeds, mortgages, bonds, contracts, or other instruments which the Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Directors or by these Bylaws to some other officer or agent of the Authority, or shall be required by law to be otherwise designed or executed, and in general shall perform all duties incident to the Office of Chair and such other duties as may be prescribed by the Board of Directors from time to time.

4. VICE CHAIR. Either the Mayor or the Judge Executive shall serve as Vice Chair of the Board, with the position alternating every two (2) years. The Vice Chair shall have the responsibilities of the Chair in the Chair's absence or incapacity,

5. SECRETARY. The Secretary shall (a) oversee keeping the minutes of the proceedings of the Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the Authority records; and (d) in general perform all duties incident to the office of Secretary and other such duties as may from time to time be assigned by the Chair or Directors.

6. TREASURER. The Treasurer shall: (a) oversee having charge and custody of and be responsible for all funds and securities of the Authority; (b) receive and give receipts for monies due and payable to the Authority from any source whatsoever, and deposit all such monies in the name of the Authority in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VII of these Bylaws; and (c) in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Chair or Directors.

## ARTICLE VI MEETINGS

1. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held quarterly at a mutually agreeable time.

2. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the Chair or by a majority of the members. The person or persons authorized to call special meetings may fix any place, either within or without the Commonwealth of Kentucky, as the place for holding any special meetings called by them.

3. NOTICE. Notice of any meeting shall be given at least two (2) days previously thereto by written notice delivered to each Director at his or her business address by facsimile or electronic mail. If notice is given by facsimile or electronic mail, such notice shall be deemed to be delivered when the notice is accepted by the receiving unit. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

4. QUORUM. A majority of the voting members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

5. MANNER OF ACTING. The act of the majority of the Directors at a meeting at which a quorum is present shall be the act of the Board of Directors. In case of tie voting, the issue shall be deemed to have failed passage. There shall be no voting by proxy. However, subject to the attendance requirements outlined below, a Director may participate and vote in a meeting via remote communication including telephonically or via videoconferencing. Each Director shall have one vote.

6. ACTION WITHOUT A MEETING. Any action required or permitted to be taken by the Board of Directors or by a committee thereof at a meeting may be taken without meeting if consent in writing, setting forth the action taken, shall be signed by all of the Directors, or by all of the members of the committee, as applicable. Such consent shall have the same effect as a unanimous vote.

7. ATTENDANCE. If a member of the Board of Directors misses more than 33% of the regularly scheduled meetings in a calendar year or three (3) consecutive meetings, he or she shall be removed from the Board of Directors unless the excessive absences are due to extreme circumstances.

## ARTICLE VII CONTRACTS, LOANS, CHECKS, AND DEPOSITS

1. CONTRACTS. The Board of Directors may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and such authority may be general or confined to specific instances.

2. LOANS. No loans or other indebtedness shall be contracted on behalf of the Authority or issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

3. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Authority shall be signed or otherwise issued by such officer or agent of the Authority and in such manner as shall from time to time be determined by resolution of the Board of Directors.

4. DEPOSITS. All funds of the Authority not otherwise employed shall be deposited from time to time to the credit of the Authority and in such banks, trust companies, or other depositories as the Directors may select.

#### ARTICLE VIII MANAGEMENT AND ADMINISTRATIVE SUPPORT

1. GPED. The Greater Paducah Economic Development Council (GPED), or its successor, shall provide administrative support, guidance, and management to the Authority. The Authority shall work in conjunction with GPED in the marketing and disposition of the Authority's real property and other assets for the purpose of promoting economic development.

2. LEGAL COUNSEL. The Authority shall appoint legal counsel who shall serve at the pleasure of the Board of Directors.

#### ARTICLE IX FISCAL YEAR

The fiscal year of the Authority shall begin on the 1<sup>st</sup> day of July and end on the 30<sup>th</sup> day of June each year.

#### ARTICLE X REVISIONS

1. REVISIONS TO BYLAWS. Any of these Bylaws may be amended or altered by two-thirds vote of the Board of Directors at any regular or special called meeting. Any proposed amendments or alterations shall be submitted to the Board in writing, at least ten (10) days in advance in the meeting at which they are to be acted upon.

2. REVISIONS TO ARTICLES. The Articles of Incorporation may be amended or altered by two-thirds vote of the Board of Directors at any regular or special called meeting. Any proposed amendments or alterations shall be submitted to the Board in writing, at least ten (10) days in advance in the meeting at which they are to be acted upon.

#### ARTICLE XI DISSOLUTION

The Authority may be dissolved only upon agreement of the City of Paducah, McCracken County, and the Authority in accordance with KRS 154.50-330.

ARTICLE XII  
WAIVER OF NOTICE

Whenever any notice is required to be given to any Director of the Authority under the provisions of these Bylaws, the Articles of Incorporation, or law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIII  
INDEMNIFICATION

A Director of the Authority shall not be personally liable for the acts or debts of the Authority. The Authority shall indemnify any Director made a party to any proceeding, provided a determination is made that such Director (1) acted in good faith and (2) honestly believed his or her conduct was in the best interests of the Authority, or in any other case, his or her conduct was at least not opposed to the best interest of the Authority.co

The foregoing Bylaws were adopted by the Board on the \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice Chair

Attest:

\_\_\_\_\_  
Secretary

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: December 8, 2020

Short Title: Amend Chapter 2 of the Paducah Code of Ordinances related to the Industrial Development Authority - **J ARNDT**

Category: Ordinance

Staff Work By: James Arndt, Lindsay Parish

Presentation By: James Arndt

**Background Information:** The City of Paducah, McCracken County, the Paducah-McCracken County Industrial Development Authority (IDA), and Greater Paducah Economic Development Council (GPED) desire to reposition the IDA and its role with regard to property ownership, maintenance, development, marketing, and management within the City and the County. Said repositioning includes certain changes to the composition, qualification, and terms of the Industrial Development Authority as described in the Interlocal Cooperation Agreement as established by the City of Paducah, McCracken County, Paducah/McCracken County Industrial Development Authority, and Greater Paducah Economic Development Council. These changes need to be reflected in the sections of the Paducah Code of Ordinances that governs the establishment of the IDA. This ordinance amends those sections related to the IDA to change the number of members from six (6) to seven (7); remove the restriction that members cannot hold any official office in the City or County; and bring the terms of members in line with the Interlocal Cooperation Agreement.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:  
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD 2-562 IDA Composition

**ORDINANCE NO. 2020-\_\_\_\_\_ - \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 2  
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH**

**WHEREAS**, the City of Paducah (the “City”), McCracken County, (the “County”), the Paducah-McCracken County Industrial Development Authority (the “IDA”) and Greater Paducah Economic Development Council (“GPED”), together the “Parties,” desire to effect the repositioning of the IDA and its role with regard to property ownership, maintenance, development, marketing, and management within the City and the County; and

**WHEREAS**, said repositioning includes certain changes to the composition, qualification, and terms of the Industrial Development Authority; and

**WHEREAS**, the City desires to amend certain sections of the Paducah Code of Ordinances to reflect such repositioning.

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

SECTION 1. That the City of Paducah, Kentucky hereby amends Chapter 2 of the Paducah Code of Ordinances by amending the following sections:

**Sec. 2-562. - Composition.** The Industrial Development Authority shall be composed of ~~[six (6)]~~ seven (7) members. Said members shall be appointed in the manner described by the Interlocal Cooperation Agreement as established by the City of Paducah, McCracken County, Paducah/McCracken County Industrial Development Authority, and Greater Paducah Economic Development Council, pursuant to KRS 154.50-326.

**Sec. 2-563. - Qualifications of members.** ~~[;City and County officials not eligible for membership.]~~ All members appointed to the Industrial Development Authority shall reside within the County and each shall have knowledge or experience in matters relating to industry or economic development. ~~[No member of the Industrial Development Authority shall hold any official office with the City or County.]~~

**Sec. 2-564. - Terms of members.** ~~[See KRS 154.50-526.]~~ The terms of members shall be in conformity with the Interlocal Cooperation Agreement as established by the City of Paducah,



McCracken County, Paducah/McCracken County Industrial Development Authority, and Greater Paducah Economic Development Council.

SECTION 2. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 3. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 4. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 5. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, \_\_\_\_\_  
Adopted by the Board of Commissioners, \_\_\_\_\_  
Recorded by the City Clerk, \_\_\_\_\_  
Published by *The Paducah Sun*, \_\_\_\_\_  
ord\2-562 IDA Composition