



**CITY COMMISSION MEETING
AGENDA FOR SEPTEMBER 14, 2021
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

*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 place it in the box located at the end of the Commissioner's desk on the left side of the Commission Chambers. The Mayor will call on you to speak during the **Public Comments** section of the Agenda.*

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PROCLAMATION City Government Month

PRESENTATION Duke of Paducah - Nate Crawford

NEW EMPLOYEE INTRODUCTION 911 Telecommunicator Landon Schellhardt; Police Officers Fred Harvey, Carlos Cordero, Samantha Wilson & Jackson McCormick

MAYOR'S REMARKS

PUBLIC HEARING Property Tax Levy for Fiscal Year 2022

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for August 24, 2021
	B.	Receive & File Documents
	C.	Appointment of Ronna Ward and Ardenia Cleary to the Civic Beautification Board
	D.	Personnel Actions
	E.	Approve FY2022 Contract For Services with Barkley Regional Airport Authority in the amount of \$120,000. - D. JORDAN
	F.	Approve FY2022 Contract For Services with Paducah Transit Authority in the amount of \$215,000 - D JORDAN

		G.	Approve an Interlocal Contract for Cooperative Purchasing with the Houston-Galveston Area Council (H-GAC) to allow for the purchase of certain services and goods at a cost savings to the City - C YARBER
	II.	<u>BOARD APPOINTMENTS</u>	
		A.	Joint Reappointment of Mark Whitlow, Tom Padgett, Darryl Pea, Bill Bartleman, David Jones, Alex Sherwood, Andrew McGlennon and John Mann to the Paducah-McCracken County Convention Center Corporation
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A. Conditional Use Text Amendment - J SOMMER	
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Approve Contract Modification to Professional Services Contract with BFW Engineering & Testing for the Buckner Lane Bridge Replacement Project in the amount of \$74,345.00 - R MURPHY
		B.	Approve Contract Modification to Professional Services Contract with BFW Engineering & Testing for the S. 24th Street-S 25th Street Improvement Project in the amount of \$106,500.00 - R MURPHY
		C.	Approve Contract Modification to Professional Services Contract with BFW Engineering & Testing, Inc. for the BUILD Grant Environmental Assessment Project in the amount of \$24,500.00 - R MURPHY
		D.	Approval of Construction Contract for the Riverfront Park Land Mass Scour Project with Wilkins Construction Co., Inc. in the amount of \$495,784.00 - R MURPHY
		E.	Setting Tax Levies: Ad Valorem Properties FY2022 - J PERKINS
	V.	<u>DISCUSSION</u>	
		A.	Touchdowns & Tunes Discussion
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager

		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	VII.	<u>EXECUTIVE SESSION</u>	

August 24, 2021

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, August 24, 2021, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

INVOCATION:

Commissioner Wilson led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PRESENTATION

Communications Manager Pam Spencer offered a summary of the Southside Rise & Shine Presentation:

Recognition of Southside Rise & Shine Partner Organizations

"Mayor George Bray proclaimed August 24 as Southside Rise & Shine Day and recognized the following organizations for their partnerships in the eight-week Southside Rise & Shine Neighborhood Spruce Up.

Community Partners – Attended Sunday Celebrations and Shared Information, Resources, and Smiles

- CFSB
- Lotus
- McCracken County Cooperative Extension Service
- McCracken County Public Library
- Strengthening Families & Communities

Partners that Hosted Sunday Celebrations

- 9th Street Church of Christ
- Bob's Drive-In Restaurant
- Calvary Baptist Church
- Church of the Living God
- Grace Baptist Church

Neighbor-to-Neighbor Award – Employees spending hours collecting litter in the neighborhoods

- Housing Authority of Paducah
- Paducah Lowe's Store #2460"

CONSENT AGENDA

Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for separate consideration. The Mayor requested that Item I(K) be removed from the Consent Agenda for separate discussion. Mayor Bray asked the City Clerk to read the remaining items on the Consent Agenda.

August 24, 2021

I(A)	Approve Minutes for the August 10, 2021 Paducah Board of Commissioners Meeting
I(B)	Receive and File Documents: <u>Minute File:</u> 1. Letter to Barry Alberts, Weyland Ventures from Nic Hutchison regarding request to extend date of closing and property transfer – Tract 1 – City Block Development Project. 2. Declaration of Local State of Emergency dated August 10, 2021 regarding COVID <u>Contract File:</u> 1. Contract For Services – Paxton Park Golf Board d/b/a Paxton Park Municipal Golf Course – MO #2488 2. Entertainment Destination Center Agreements – ORD 2021-04-8685 a) Maiden Alley Cinema b) Doe’s Eat Place c) Grill 211 d) Freight House e) The Bully Gorilla f) Over/Under g) Tribeca Inc (d/b/a The 1857 Hotel) <u>Financials File:</u> 1. Paducah Convention & Visitors Bureau – Financial Statement dated June 30, 2020 <u>Bids</u> 1. Paducah Floodwall Closure – ORD 2021-07-8695 a) Smith Construction b) Coffee Construction 2. Flood Protection Flap Gate Replacement – ORD 2021-07-8696 a) Jim Smith Contracting b) ICI Mechanical, Inc. c) C. J. Mahan Construction Company
I(C)	Appointment of Troy Astin to the Board of Adjustment to replace Eri Gjergji, who resigned. Said term shall expire August 31, 2024.
I(D)	Reappointment of Joseph Benberry and David Morrison to the Planning Commission. Said terms shall expire August 31, 2025
I(E)	Reappointment of Craig Beavers, Jeff Canter, Jennifer Frazier and Josh Linville to the Paducah Main Street Board. Said terms shall expire August 22, 2025
I(F)	Reappointment of Candice Griffin, Wayne Armbruster and Laura Kauffman to the Civic Beautification Board. Said terms shall expire July 1, 2025
I(G)	Personnel Actions
I(H)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE LUTHER F. CARSON FOUR RIVERS CENTER, INC. IN THE AMOUNT OF \$45,000 FOR SPECIFIC SERVICES (MO #2492; BK 12)
I(I)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SPROCKET, INC. IN THE AMOUNT OF \$35,000 FOR ADMINISTRATIVE AND

August 24, 2021

	OPERATIONAL COSTS, INCLUDING PERSONNEL, WHO CARRY OUT THE OBJECTIVES AND SERVICES OF SPROCKET (MO #2493; BK 12)
I(J)	A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH PADUCAH WATER TO PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES (MO #2494; BK 12)
I(K)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO ACCEPT CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT ("CARES" ACT) FUNDING THROUGH THE DEPARTMENT OF LOCAL GOVERNMENT IN THE AMOUNT OF \$185,093 FOR REIMBURSEMENTS FOR THE SALARIES OF POLICE OFFICERS AND FIREFIGHTERS AND AUTHORIZING THE EXECUTION ALL DOCUMENTS RELATED TO SAME REMOVED FOR SEPARATE DISCUSSION

Commissioner Gault offered Motion, seconded by Commissioner Guess, that the items on the consent agenda be adopted as presented.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

RESOLUTION

WORK READY COMMUNITY

Commissioner Henderson offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Resolution entitled, "A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY SUPPORTING THE SUBMISSION OF AN APPLICATION FOR RECERTIFICATION AS A WORK READY COMMUNITY IN THE KENTUCKY WORKFORCE INVESTMENT BOARD'S WORK READY COMMUNITIES INITIATIVE."

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

MUNICIPAL ORDERS

CARES ACT FUNDING IN THE AMOUNT OF \$185,093.00

Commissioner Guess offered Motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO ACCEPT CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT ("CARES" ACT) FUNDING THROUGH THE DEPARTMENT OF LOCAL GOVERNMENT IN THE AMOUNT OF \$185,093 FOR REIMBURSEMENTS FOR THE SALARIES OF POLICE OFFICERS AND FIREFIGHTERS AND AUTHORIZING THE EXECUTION ALL DOCUMENTS RELATED TO SAME:

August 24, 2021

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **MO #2495; BK 12**

**CONTRACT FOR GREATER PADUCAH ECONOMIC DEVELOPMENT
COUNCIL IN THE AMOUNT OF \$250,000**

Commissioner Wilson offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES WITH THE GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL IN AN AMOUNT OF \$250,000 FOR SPECIFIC SERVICES.”

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **MO #2496; BK 12**

ORDINANCE ADOPTION

**APPROVE AN INTERLOCAL COOPERATION AGREEMENT WITH
McCRACKEN COUNTY AND BARKLEY REGIONAL AIRPORT AUTHORITY
FOR LOCAL SHARE PAYMENT OF THE AIRPORT TERMINAL PROJECT**

Commissioner Gault offered motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING AN INTERLOCAL AGREEMENT WITH THE COUNTY OF MCCRACKEN AND THE BARKLEY REGIONAL AIRPORT AUTHORITY REGARDING LOCAL SHARE PAYMENT OF THE AIRPORT TERMINAL PROJECT IN AN ESTIMATED AMOUNT OF \$5,800,000 TO BE FUNDING EQUALLY BY THE CITY OF PADUCAH AND THE COUNTY OF MCCRACKEN; AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME.” This Ordinance is summarized as follows: This Ordinance authorizes and approves an Interlocal Cooperation Agreement by and between the City of Paducah, Kentucky, the County of McCracken County, Kentucky and the Barkley Regional Airport Authority to set forth the portions of the Local Share of the Barkley Regional Airport Terminal Project will be funded by the City and what portion of the Local Share of the Terminal Project will be funded by the County. The Local Share is estimated to be \$5,800,000. The Interlocal Cooperation Agreement commits the City of Paducah to provide funding to cover fifty (50%) of the Local Share. A final Local Share in excess of Six Million Dollars (\$6,000,000.00) is subject to a full review of the Paducah City Commission and the McCracken County Fiscal Court.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **ORD 2021-08-8701; BK 36**

ORDINANCE INTRODUCTION

CONDITIONAL USE TEXT AMENDMENT

Commissioner Guess offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 126

August 24, 2021

OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH RELATED TO CONDITIONAL USES.” This Ordinance is summarized as follows: This ordinance amends Section 126-68 *Conditional Uses* of the Paducah Code of Ordinances. This amendment allows for applications for conditional use permits to go directly to the Board of Adjustment for approval or denial without first being brought before the Paducah Planning Commission.

COMMENTS

City Manager - City Manager Jordan expressed appreciation for the welcome he has received from the community and the guidance he has received from the Leadership Team

Mayor Bray

- Expressed that he appreciates the collaborative approach of City Manager Jordan.
- Commented on the Dunlap Groundbreaking that was held today for the renovation of the Jetton School. It is a \$14 million investment in our community.

Commissioner Wilson

- Thought the groundbreaking was a great event and looks forward to the completion of the project which is anticipated to take approximately eighteen months.

EXECUTIVE SESSION

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners go into closed session for discussion of matters pertaining to the following topics:

- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g)

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

RECONVENE INTO OPEN SESSION

Commissioner Henderson offered motion, seconded by Commissioner Gault that the Board of Commissioners reconvene into open session.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

ADJOURN

Commissioner Gault offered motion, seconded by Commissioner Guess, to adjourn the meeting of the Paducah Board of Commissioners.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

August 24, 2021

TIME ADJOURNED: 5:52 p.m.

ADOPTED: September 14, 2021

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

September 14, 2021

RECEIVE AND FILE DOCUMENTS:

Contract File:

1. Contract For Services – Luther F. Carson Four Rivers Center, Inc. – MO #2492
2. Contract For Services – Sprocket, Inc. – MO #2493
3. Contract For Services – Paducah Fleet Maintenance and Paducah Water – MO #2494
4. Contract For Services – GPEDC – MO #2496

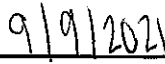
Financials File:

1. West Kentucky Community and Technical College – 2020-2021 Television Department Annual Report
2. Paducah Water – Financial Highlights – Month ending July 31, 2021

CITY OF PADUCAH
September 14, 2021

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.


City Manager's Office Signature


Date

CITY OF PADUCAH
PERSONNEL ACTIONS
September 14, 2021

NEW HIRES - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Pruitt, Phillip S.	Parks Maintenance - Laborer	\$11.00/hr	NCS	Non-Ex	September 15, 2021

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS - FULL-TIME (F/T)

<u>FINANCE</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Gipson, Erica	Revenue Technician \$18.29/hr	Revenue Technician \$18.84/hr	NCS	Non-Ex	September 9, 2021
Millay, Stephanie	Revenue Auditor \$25.22/hr	Revenue Auditor \$25.98/hr	NCS	Ex	September 9, 2021
<u>FIRE - PREVENTION</u>					
Hugen, Vaughn	Chief Electrical Inspector \$30.24/hr	Chief Electrical Inspector \$31.15/hr	NCS	Non-Ex	September 9, 2021
<u>FIRE - SUPPRESSION</u>					
Hatton, Patrick	Assistant Chief \$29.57/hr	Assistant Chief \$30.46/hr	NCS	Non-Ex	October 7, 2021
<u>POLICE</u>					
Abbott, Eric	Patrolman \$28.01/hr	School Resource Officer \$28.01/hr	NCS	Non-Ex	August 12, 2021
Morgan, Gretchen	Patrolman \$30.88/hr	School Resource Officer \$30.88/hr	NCS	Non-Ex	August 12, 2021
Ravens, Cassandra	Patrolman \$25.40/hr	School Resource Officer \$25.40/hr	NCS	Non-Ex	August 12, 2021

TERMINATIONS - FULL-TIME (F/T)

<u>POLICE</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Fraley, Luke	Patrolman	Resignation	August 9, 2021

TERMINATIONS - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Askew, Jalen	Parks Maintenance - Laborer	Resignation	August 12, 2021
Williams, Mason	Parks Maintenance - Laborer	Resignation	August 11, 2021
Love, Jermie	Parks Maintenance - Laborer	Resignation	September 2, 2021

Agenda Action Form

Paducah City Commission

Meeting Date: September 14, 2021

Short Title: Approve FY2022 Contract For Services with Barkley Regional Airport Authority in the amount of \$120,000. - **D. JORDAN**

Category: Municipal Order

Staff Work By: James Arndt, Claudia Meeks

Presentation By: Daron Jordan

Background Information: The FY2022 Budget was approved on June 22, 2021, by Ordinance No. 2021-06-8692. The budget included payment to Barkley Regional Airport Authority in the amount of \$120,000. The Board of Commissioners is now desirous of entering into a contract with Barkley Regional Airport Authority for FY2022 services in the amount of \$120,000, payable in four quarterly installments of \$30,000 each.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan: A check presentation will be planned at Barkley Regional Airport.

Funds Available: Account Name: Investment Fund

Account Number: 2400 0401 580820

Staff Recommendation: Approve the FY2022 Contract with Barkley Regional Airport Authority in the amount of \$120,000 and authorize the Mayor to execute same.

Attachments:

1. MO - contract-barkley regional airport FY2022
2. FY2022 Contract For Services - Barkley Regional Airport

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH BARKLEY REGIONAL AIRPORT IN THE AMOUNT OF
\$120,000 FOR GENERAL AVIATION AND AIR CARRIER SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract
with Barkley Regional Airport in the amount of \$120,000 payable in quarterly
installments of \$30,000, for providing general aviation and air carrier services to the
citizens of McCracken County and surrounding regions. This contract shall expire
June 30, 2022.

SECTION 2. This expenditure shall be charged to the Investment Fund,
Account No. 24000401-580820.

SECTION 3. This Municipal Order shall be effective from and after the
date of its adoption.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 14, 2021

Recorded by Lindsay Parish, City Clerk, September 14, 2021

\\mo\contract-barkley regional airport FY2022

CONTRACT FOR SERVICES

This Contract for Services, is effective this ~~25th~~ day of ~~August~~, 2021, by and between the **CITY OF PADUCAH** and the **BARKLEY REGIONAL AIRPORT AUTHORITY**;

WITNESSETH:

WHEREAS, Barkley Regional Airport is operated by an Airport Board appointed by the Paducah Mayor and McCracken County Judge Executive; and

WHEREAS, Barkley Regional Airport provides essential public transportation services both through its general aviation facilities and the air carrier service that operates there; and

WHEREAS, reliable air service at a quality facility is an essential ingredient for the region's economic development; and

WHEREAS, loss of revenue resulting from the national economy and changes in the air carrier industry and increased expenditures caused by Federal mandates have created a monthly operating deficit for the airport; and

NOW THEREFORE, in consideration of the foregoing premises the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from July 1, 2021, until June 30, 2022.

SECTION 2: TERMINATION the City may terminate this Contract for Services upon a thirty-day notice to Barkley Regional Airport in writing or with no notice upon discovering that the airport's financial situation has changed and the subsidy is no longer required.

SECTION 3: OPERATIONS PAYMENT Upon receipt of a quarterly invoice, the City shall pay the Barkley Regional Airport Authority the sum of One Hundred Twenty Thousand and No/100 (\$120,000) Dollars in equal quarterly payments of \$30,000, with the first payment being due and payable by September 30, 2021.

SECTION 4: CHECK PRESENTATION – The City of Paducah and Barkley Regional Airport Authority will coordinate a check presentation celebrating this monetary assistance at a mutually convenient time and place.

SECTION 5: OBJECTIVES AND SERVICES - During the term of this contract, Barkley Regional Airport will continue to provide general aviation and air carrier services to the citizens of McCracken County and surrounding regions. The Airport Board will continue to work with the City Commission and the McCracken County Fiscal Court to develop new revenue sources so that continued subsidy from the City and County will no longer be necessary.

SECTION 6: ACCOUNTING

- (A) Barkley Regional Airport shall continue to conduct all accounting, payroll, and financial management of airport operations.
- (B) Barkley Regional Airport shall provide the City a quarterly report of the airport's financial operations and shall supply the City an annual financial audit within two (2) weeks of its completion.

SECTION 7: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

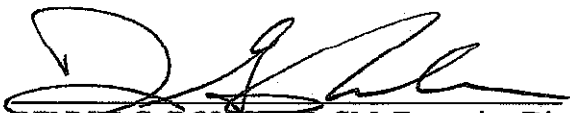
SECTION 8: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Barkley Regional Airport Authority are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above:

CITY OF PADUCAH

GEORGE BRAY, Mayor

BARKLEY REGIONAL AIRPORT AUTHORITY


DENNIS G. ROULEAU, CM, Executive Director

Agenda Action Form

Paducah City Commission

Meeting Date: September 14, 2021

Short Title: Approve FY2022 Contract For Services with Paducah Transit Authority in the amount of \$215,000 - **D JORDAN**

Category: Municipal Order

Staff Work By: James Arndt, Claudia Meeks

Presentation By: Daron Jordan

Background Information: The FY2022 Budget was approved on June 22, 2021, by Ordinance No. 2021-06-8692. The budget included payment to Paducah Transit Authority in the amount of \$215,000. The Board of Commissioners is now desirous of entering into a contract with Paducah Transit Authority for FY2022 services in the amount of \$215,000, payable in four quarterly installments of \$53,750 each.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: General Fund

Account Number: 1000 0106 580080

Staff Recommendation: Approve FY2022 Contract with Paducah Transit Authority in the amount of \$215,000 and authorize Mayor to execute same.

Attachments:

1. MO - contract-Paducah Transit Authority FY22
2. FY2022 Contract For Services - Paducah Transit Authority

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH PADUCAH TRANSIT AUTHORITY IN THE AMOUNT OF \$215,000
FOR PUBLIC TRANSPORTATION SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a contract with Paducah Area Transit System in the amount of \$215,000, to be paid in equal quarterly allocations of \$53,750.00, for public transportation services for the Paducah/McCracken County area. This contract shall expire June 30, 2022.

SECTION 2. This expenditure shall be charged to the General Fund, Account No.10000106-580080.

SECTION 3. This Municipal Order shall be effective from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 14, 2021
Recorded by Lindsay Parish, City Clerk, September 14, 2021
\\mo\contract-Paducah Transit Authority FY22

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2021, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH TRANSIT AUTHORITY**, ("PTA").

WITNESSETH:

WHEREAS, the services of PTA as described herein are for the direct benefit of the citizens of the City of Paducah and McCracken County, and

WHEREAS, providing transportation services to the citizens in the Paducah/McCracken area serves a valid public purpose; and

WHEREAS, the City of Paducah desires to contract with PTA for the services to be described herein under the terms and conditions set forth in this Contract for Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants as herein set forth, the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2022.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of the administrative costs including compensation for personnel who carry out the objectives and services of PTA for services described herein, the City shall, upon receipt of an invoice, pay PTA Two Hundred Fifteen Thousand Dollars (\$215,000) to be paid in equal quarterly allocations of \$53,750 each, with the first being due and payable no later than September 30, 2021.

SECTION 4: CHECK PRESENTATION – The City of Paducah and Paducah Transit Authority, will coordinate a check presentation celebrating this monetary assistance at a mutually convenient time and place.

SECTION 5: OBJECTIVES AND SERVICES PTA shall perform the following services for and on behalf of the city in consideration for the allocation payments described above:

- Provide safe public transportation to all citizens of Paducah/McCracken County.
- Provide handicap accessible transportation.
- Provide trolley services.
- Provide maintenance for buses and trolleys.
- Provide Trolley for Downtown, Lowertown and Paducah Tours.

It is understood and agreed that PTA shall retain the right to charge trolley riders during times of their choosing (such as Quilt Week, etc.)

SECTION 6: ACCOUNTING

- (A) PTA shall conduct all accounting, payroll, financial management, and shall make regular reports of PTA expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of PTA, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) PTA shall supply an annual financial audit to the City on or before October 31, 2021.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PTA are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

By _____
GEORGE BRAY, Mayor

PADUCAH AREA TRANSIT SYSTEM

By Arthur Boyden
Title Executive Director

Agenda Action Form

Paducah City Commission

Meeting Date: September 14, 2021

Short Title: Approve an Interlocal Contract for Cooperative Purchasing with the Houston-Galveston Area Council (H-GAC) to allow for the purchase of certain services and goods at a cost savings to the City - **C YARBER**

Category: Municipal Order

Staff Work By: Debbie Collins

Presentation By: Chris Yarber

Background Information: The Houston-Galveston Area Council (H-GAC) is a political subdivisions of the State of Texas. KRS allows for local governments to enter into agreements for Cooperative Purchasing with other governmental purchasing units such as HGAC. These agreements allow for cities to purchase certain goods and services at better rates. In order to be able to purchase cooperatively, the City must enter into an Interlocal contract with HGAC. This contract is for a term of 1 year and automatically renews unless terminated by either party. Once executed, the city will be able to purchase from H-GAC contracts with providers who have participated in a sealed bid process in accordance with the Kentucky Model Procurement Code.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To issue a Municipal Order to approve an Interlocal Contract for Cooperative Purchasing with the Houston-Galveston Area Council (H-GAC) to allow for the purchase of certain services and goods at a cost savings to the City.

Attachments:

1. Interlocal Cooperative Purchasing – HGAC 2021
2. HGAC Inerlocal Contract for Cooperative Purchasing

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY,
AUTHORIZING AND APPROVING AN INTERLOCAL CONTRACT FOR
COOPERATIVE PURCHASING WITH THE HOUSTON-GALVESTON AREA
COUNCIL AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS
RELATED TO SAME

WHEREAS, KRS 45A.295 & KRS 45A.300 allow for Local Governments to enter into cooperative purchasing agreements for the acquisition of any supplies, services, or construction with any other public purchasing unit or foreign purchasing activity, in accordance with an agreement entered into between the participants; and

WHEREAS, the City desires to enter into an Interlocal Contract for Cooperative Purchasing with the Houston-Galveston Area Council (H-GAC) for said purpose.

NOW THEREFORE, BE IT ORDERED BY THE CITY COMMISSION OF THE CITY OF PADUCAH, KENTUCKY, AS FOLLOWS:

SECTION 1. Recitals and Authorization. The City hereby authorizes and approves an Interlocal Contract for Cooperative Purchasing by and between the City of Paducah and the Houston-Galveston Area Council (H-GAC) in substantially the same form attached hereto and made part hereof as **Exhibit A**. Further, the Mayor of the City is hereby authorized to execute the Interlocal Contract for Cooperative Purchasing and all documents relating to same with such changes in the agreements not inconsistent with this Municipal Order and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City.

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

George Bray, Mayor

Attest:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

\\mo\ Interlocal Cooperative Purchasing – HGAC 2021

EXHIBIT A



**INTERLOCAL CONTRACT FOR
COOPERATIVE PURCHASING**

ILC No.:
ILC21-11431
Permanent Number assigned
by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **City Of Paducah**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **1120 North 10TH Street Paducah, KY 42001**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **09/14/2021** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **07/01/2021** and ends **06/30/2022**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H- GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H- GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

City Of Paducah

Name of End User (local government, agency, or non-profit corporation)

1120 North 10TH Street

Mailing Address

Paducah, KY 42001

City, State ZIP Code

Signature of chief elected or appointed official | **Date**

George Bray, Mayor

Typed Name & Title of Signatory

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX
77027

By: _____

Executive Director

Date: _____

Agenda Action Form

Paducah City Commission

Meeting Date: September 14, 2021

Short Title: Conditional Use Text Amendment - **J SOMMER**

Category: Ordinance

Staff Work By: Josh Sommer, Nicholas Hutchison

Presentation By: Josh Sommer

Background Information: This Zoning Text Amendment is to align the Conditional Use permitting process with KRS 100.211. Currently, Conditional Use petitions are referred to the Planning Commission first and then to the Board of Adjustment. However, this step is not required. By allowing conditional use petitions to go directly to the Board of Adjustment, a developer could save three weeks or more on their projects.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. Staff Report - Conditional Uses
2. ORD 126-68 Conditional Uses
3. Signed Resolution



TEXT AMENDMENT PADUCAH PLANNING COMMISSION

CASE NO.	TXT2021-0039
TITLE	Conditional uses
SECTIONS	(a) Generally (b) Application and review procedure
DESCRIPTION	Text change to provide for: • Conditional uses to go directly to the Board of Adjustment pursuant to KRS 100.237

PROCEDURAL NOTE

Zoning text amendments are first heard before the Paducah Planning Commission at a public hearing, pursuant to KRS 100.211 (2). The Planning Commission made a positive recommendation to the Board of Commissioners at the August 2, 2021 meeting.

CONSIDERATIONS

Section 126-68 pertains to how Conditional uses are processed. As currently written, Conditional uses are referred to the Planning Commission who may make a recommendation to the Board of Adjustment.

By removing the requirement for the recommendation to come to the Planning Commission first, the Paducah Zoning Ordinance will be in compliance with state law, specifically KRS 100.237, which gives the power to hear and decide conditional use permits to the Board of Adjustment.

This text change will also save petitioners approximately two to three weeks in application processing time.

TEXT AMENDMENT

The proposed amendment is as follows:

Sec. 126-68. Conditional uses

- (a) *Generally.* Conditional uses are allowed only by specific approval of the Board of Adjustment (also referred to herein as "Board") and only in the zone in which they are listed; however, the following uses are permitted in all zones:
- (1) Public utility installations;
 - (2) Government buildings and uses; and
 - (3) Public and parochial schools.

(b) *Application and review procedure.*

- (1) Upon receipt of an application for a conditional use, the Board shall ~~send a copy thereof to the Commission for its information and review as to the effect of the conditional use upon the master plan and the Commission may present its recommendations thereon to the Board. The Board shall then~~ proceed with a hearing on the application in the manner prescribed in this ~~article~~ chapter.

Following the hearing, and upon an affirmative finding by the Board that:

- a. The proposed conditional use is to be located in a zone wherein such use may be permitted; and
 - b. The conditional use is consistent with the spirit, purpose and intent of this chapter, will not substantially and permanently injure the appropriate use of neighboring property, and will serve the public convenience and welfare; ~~the Board shall grant the conditional use.~~
 - c. then the Board shall grant the conditional use.
- (2) The Board of Adjustment may approve or deny any application for a conditional use permit. If ~~it approves the issuance of~~ a conditional use permit is approved, the Board, it may attach conditions to the approval such as time limitations, requirements that one (1) or more things be done before construction can be initiated, or conditions of a continuing nature. Any such condition shall be recorded in the Board's minutes and on the conditional use permit, along with a reference to the specific section of this article or any other applicable ordinance of the City listing the conditional use under consideration.
- (3) The Board of Adjustment shall have the power to revoke conditional use permits for noncompliance with the conditions thereof. Furthermore, the Board shall have the right of action to compel offending structures or uses to be removed at the cost of the violator and may have judgment in personam for such cost.
- (4) The Approved conditional use permits ~~approved by the Board of Adjustment~~ shall be recorded at the expense of the applicant in the office of the County Court Clerk.
- (5) Approval of a conditional use permit does not exempt the applicant from complying with all the requirements of building, housing and other codes and regulations of the City.
- (6) In any case in which a conditional use permit has not been exercised within one (1) year from its date of issuance, such conditional use may ~~revert to its original zoning designation be revoked~~ following a public hearing held by the Board of Adjustment in accordance with KRS Ch. 424. "Exercised," as set forth in this subsection, shall mean that binding contracts for the construction of the main building or other improvements have been let or, in the absence of contracts, that the principal building or other improvements are under construction to a substantial degree, or that prerequisite conditions involving substantial investment are under contract, in development, or completed. When construction is not a part of the use, "exercised" shall mean that the user is operating in compliance with the conditions as designated in the permit.

- (7) The enforcement officer shall review all conditional use permits, except those for which all conditions have been permanently satisfied, at least once each year. The enforcement officer shall have the power to inspect the land or structure where the special conditional use is located in order to determine if the landowner is complying with all of the conditions ~~which are~~ listed on the conditional use permit.
- (8) If the landowner is not complying with all of the conditions listed on the conditional use permit, the enforcement officer shall report this fact in writing to the Chairperson of the Board of Adjustment. The report of the enforcement officer shall state specifically the manner in which the landowner or occupant is not complying with the conditions on the conditional use permit. A copy of this report shall be furnished to the landowner at the same time (as nearly as is possible) it is furnished to the Chairperson of the Board. The Board shall hold a hearing on the report within a reasonable time, and notice of the time and place of the hearing shall be furnished to the landowner and/or occupant at least one (1) week prior to the hearing.
- (9) If the Board of Adjustment finds that the facts alleged in the report of the enforcement officer are true, and that the landowner and/or occupant has taken no action to comply with the conditions (as originally placed on the permit) between the date of the report and the date of the hearing, the Board may authorize the administrative official to revoke the conditional use permit and take the necessary legal action to cause the termination of the activity ~~on the land~~ which the conditional use permit authorizes.
- (10) Once the Board of Adjustment has completed a conditional use permit and all the conditions required are of such type that they can be completely and permanently satisfied, the administrative official, upon request by the applicant, may, ~~if the facts warrant,~~ make a determination that the conditions have been satisfied and enter the facts which indicate that the conditions have been satisfied and the conclusions in the margin of the copy of the conditional use permit which is on file with the County Court Clerk; thereafter the use in question, if it continues to meet the other requirements of this article, will be considered a permitted use.

STAFF RECOMMENDATION

Based on the above, staff recommends the Board of Commissioners accept the Paducah Planning Commission's positive recommendation and approve the text amendment of Section 126-68 *Conditional uses*.

ORDINANCE NO. 2021-____-_____

**AN ORDINANCE AMENDING CHAPTER 126
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH RELATED TO
CONDITIONAL USES**

WHEREAS, any change to the text of the zoning code must be referred to the Paducah Planning Commission before adoption and considered in accordance with KRS 100.211; and

WHEREAS, a public hearing was held on August 2, 2021 by the Planning Commission after advertisement pursuant to law; and

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

WHEREAS, the Planning Commission adopted a proposal to change the text of Section 126-68 *Conditional Uses* of the City of Paducah zoning ordinance; and

WHEREAS, the City desires to amend certain sections of the Paducah Code of Ordinances to reflect the changes.

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

SECTION 1. That the City of Paducah, Kentucky hereby amends Section 126-68 *Conditional Uses* of the Paducah Code of Ordinances as follows:

Sec. 126-68. Conditional uses

- (a) *Generally.* Conditional uses are allowed only by specific approval of the Board of Adjustment (also referred to herein as “Board”) and only in the zone in which they are listed; however, the following uses are permitted in all zones:
 - (1) Public utility installations;
 - (2) Government buildings and uses; and
 - (3) Public and parochial schools.
- (b) *Application and review procedure.*
 - (1) Upon receipt of an application for a conditional use, the Board shall [~~send a copy thereof to the Commission for its information and review as to the effect of the conditional use upon the master plan and the Commission may present its recommendations thereon to the Board. The Board shall then~~] proceed with a hearing on the application in the manner prescribed in this [~~article~~] chapter. Following the hearing; and upon an affirmative finding by the Board that:

- a. The proposed conditional use is to be located in a zone wherein such use may be permitted; and
 - b. The conditional use is consistent with the spirit, purpose and intent of this chapter, will not substantially and permanently injure the appropriate use of neighboring property, and will serve the public convenience and welfare; ~~[the Board shall grant the conditional use.]~~
 - c. then the Board shall grant the conditional use.
- (2) The Board of Adjustment may approve or deny any application for a conditional use permit. If ~~[it approves the issuance of]~~ a conditional use permit is approved, the Board~~[, it]~~ may attach conditions to the approval such as time limitations, requirements that one (1) or more things be done before construction can be initiated; or conditions of a continuing nature. Any such condition shall be recorded in the Board's minutes and on the conditional use permit, along with a reference to the specific section of this article or any other applicable ordinance of the City listing the conditional use under consideration.
- (3) The Board of Adjustment shall have the power to revoke conditional use permits for noncompliance with the conditions thereof. Furthermore, the Board shall have the right of action to compel offending structures or uses to be removed at the cost of the violator and may have judgment in personam for such cost.
- (4) ~~[The]~~ Approved conditional use permits ~~[approved by the Board of Adjustment]~~ shall be recorded at the expense of the applicant in the office of the County Court Clerk.
- (5) Approval of a conditional use permit does not exempt the applicant from complying with all the requirements of building, housing and other codes and regulations of the City.
- (6) In any case in which a conditional use permit has not been exercised within one (1) year from its date of issuance, such conditional use may ~~[revert to its original zoning designation]~~ be revoked following a public hearing held by the Board of Adjustment in accordance with KRS Ch. 424. "Exercised," as set forth in this subsection, shall mean that binding contracts for the construction of the main building or other improvements have been let or, in the absence of contracts, that the principal building or other improvements are under construction to a substantial degree, or that prerequisite conditions involving substantial investment are under contract, in development, or completed. When construction is not a part of the use, "exercised" shall mean that the user is operating in compliance with the conditions as designated in the permit.
- (7) The enforcement officer shall review all conditional use permits, except those for which all conditions have been permanently satisfied, at least once each year. The enforcement officer shall have the power to inspect the land or structure where the ~~[special]~~ conditional use is located in order to determine if the landowner is complying with all of the conditions ~~[which are]~~ listed on the conditional use permit.
- (8) If the landowner is not complying with all of the conditions listed on the conditional use permit, the enforcement officer shall report this fact in writing to the Chairperson of the Board of Adjustment. The report of the enforcement officer shall state specifically the manner in which the landowner or occupant is not complying

with the conditions on the conditional use permit. A copy of this report shall be furnished to the landowner at the same time (as nearly as is possible) it is furnished to the Chairperson of the Board. The Board shall hold a hearing on the report within a reasonable time, and notice of the time and place of the hearing shall be furnished to the landowner and/or occupant at least one (1) week prior to the hearing.

- (9) If the Board of Adjustment finds that the facts alleged in the report of the enforcement officer are true, and that the landowner and/or occupant has taken no action to comply with the conditions (as originally placed on the permit) between the date of the report and the date of the hearing, the Board may authorize the administrative official to revoke the conditional use permit and take the necessary legal action to cause the termination of the activity [~~on the land~~] which the conditional use permit authorizes.
- (10) Once the Board of Adjustment has completed a conditional use permit and all the conditions required are of such type that they can be completely and permanently satisfied, the administrative official, upon request by the applicant, may[, ~~if the facts warrant,~~] make a determination that the conditions have been satisfied and enter the facts which indicate that the conditions have been satisfied and the conclusions in the margin of the copy of the conditional use permit which is on file with the County Court Clerk; thereafter the use in question, if it continues to meet the other requirements of this article, will be considered a permitted use.

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.

George Bray, 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\126-68 Conditional Uses

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING TEXT AMENDMENT OF SECTION 126-68 *CONDITIONAL USES* OF THE PADUCAH ZONING ORDINANCE.

WHEREAS, any change to the text of the zoning code must be referred to the Paducah Planning Commission before adoption and considered in accordance with KRS 100.211, and

WHEREAS, a public hearing was held on August 2, 2021 by the 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 change the text of Section 126-68 *Conditional Uses* of the City of Paducah zoning ordinance.

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 revise the Paducah zoning ordinance as follows:

Sec. 126-68. Conditional uses

- (a) *Generally.* Conditional uses are allowed only by specific approval of the Board of Adjustment ~~(also referred to herein as "Board")~~ and only in the zone in which they are listed; however, the following uses are permitted in all zones:
- (1) Public utility installations;
 - (2) Government buildings and uses; and
 - (3) Public and parochial schools.
- (b) *Application and review procedure.*
- (1) Upon receipt of an application for a conditional use, the Board shall ~~send a copy thereof to the Commission for its information and review as to the effect of the conditional use upon the master plan and the Commission may present its recommendations thereon to the Board. The Board shall then~~ proceed with a hearing on the application in the manner prescribed in this ~~article~~ chapter.
Following the hearing, and upon an affirmative finding by the Board that:
 - a. The proposed conditional use is to be located in a zone wherein such use may be permitted; and
 - b. The conditional use is consistent with the spirit, purpose and intent of this chapter, will not substantially and permanently injure the appropriate use of neighboring property, and will serve the public convenience and welfare; ~~the Board shall grant the conditional use.~~
c. then the Board shall grant the conditional use.
 - (2) The Board of Adjustment may approve or deny any application for a conditional use permit. If ~~it approves the issuance of~~ a conditional use permit is approved, the Board, it may attach conditions to the approval such as time limitations, requirements that one (1) or more things be done before construction can be initiated, or conditions of a continuing nature. Any such condition shall be recorded in the Board's minutes and on the conditional use permit, along with a reference to the specific section of this article or any other applicable ordinance of the City listing the conditional use under consideration.
 - (3) The Board of Adjustment shall have the power to revoke conditional use permits for noncompliance with the conditions thereof. Furthermore, the Board shall have the right of action to compel offending structures or uses to be removed at the cost of the violator and may have judgment in personam for such cost.
 - (4) ~~The Approved~~ conditional use permits ~~approved by the Board of Adjustment~~ shall be recorded at the expense of the applicant in the office of the County Court Clerk.
 - (5) Approval of a conditional use permit does not exempt the applicant from complying with all the requirements of building, housing and other codes and regulations of the City.
 - (6) In any case in which a conditional use permit has not been exercised within one (1) year from its date of issuance, such conditional use may ~~revert to its original zoning designation~~ be revoked following a public hearing held by the Board of Adjustment in

- accordance with KRS Ch. 424. "Exercised," as set forth in this subsection, shall mean that binding contracts for the construction of the main building or other improvements have been let or, in the absence of contracts, that the principal building or other improvements are under construction to a substantial degree, or that prerequisite conditions involving substantial investment are under contract, in development, or completed. When construction is not a part of the use, "exercised" shall mean that the user is operating in compliance with the conditions as designated in the permit.
- (7) The enforcement officer shall review all conditional use permits, except those for which all conditions have been permanently satisfied, at least once each year. The enforcement officer shall have the power to inspect the land or structure where the special conditional use is located in order to determine if the landowner is complying with all of the conditions ~~which are~~ listed on the conditional use permit.
 - (8) If the landowner is not complying with all of the conditions listed on the conditional use permit, the enforcement officer shall report this fact in writing to the Chairperson of the Board of Adjustment. The report of the enforcement officer shall state specifically the manner in which the landowner or occupant is not complying with the conditions on the conditional use permit. A copy of this report shall be furnished to the landowner at the same time (as nearly as is possible) it is furnished to the Chairperson of the Board. The Board shall hold a hearing on the report within a reasonable time, and notice of the time and place of the hearing shall be furnished to the landowner and/or occupant at least one (1) week prior to the hearing.
 - (9) If the Board of Adjustment finds that the facts alleged in the report of the enforcement officer are true, and that the landowner and/or occupant has taken no action to comply with the conditions (as originally placed on the permit) between the date of the report and the date of the hearing, the Board may authorize the administrative official to revoke the conditional use permit and take the necessary legal action to cause the termination of the activity ~~on the land~~ which the conditional use permit authorizes.
 - (10) Once the Board of Adjustment has completed a conditional use permit and all the conditions required are of such type that they can be completely and permanently satisfied, the administrative official, upon request by the applicant, may, ~~if the facts warrant,~~ make a determination that the conditions have been satisfied and enter the facts which indicate that the conditions have been satisfied and the conclusions in the margin of the copy of the conditional use permit which is on file with the County Court Clerk; thereafter the use in question, if it continues to meet the other requirements of this article, will be considered a permitted use.

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.


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on August 2, 2021

Agenda Action Form

Paducah City Commission

Meeting Date: September 14, 2021

Short Title: Approve Contract Modification to Professional Services Contract with BFW Engineering & Testing for the Buckner Lane Bridge Replacement Project in the amount of \$74,345.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Rick Murphy

Presentation By: Rick Murphy

Background Information: Summary: Expansion of project scope to include additional stormwater mitigation using American Rescue Plan Act (ARPA) funding in conjunction with FEMA public assistance funding to expand the Buckner Lane Bridge Replacement project. BFW has proposed the following additional fee schedule:

Modify Plans to Extend Project	\$ 16,685.00
Update Field Survey	\$ 4,140.00
Utility Design & Coordination	\$ 15,000.00
Coordinate Design & Meetings with Strand	\$ 3,000.00
Update Engineer's Estimate	\$ 3,520.00
Revise Stream Permit	\$ 8,500.00
Construction Engineering Inspection & Testing	\$ 23,500.00
Total Estimated Not To Exceed Fee Increase	\$ 74,345.00

Background: On April 26, 2018, a major disaster declaration, FEMA-4361-DR-KY, was signed by the President for the 2018 Flooding and Severe Weather Events occurring from February 21, 2018 through March 21, 2018. As a result, the City of Paducah applied for and received Disaster Relief Funding for the restoration of the Buckner Lane Bridge under Event 4361DR-KY. The Federal Emergency Management Agency (FEMA) has estimated \$438,775.00 total project cost with 75% Federal Share and 25% Non-Federal Share. FEMA has obligated \$329,081.00 in Federal funds for the Buckner Bridge Project. The Non-Federal Share of \$109,693.00 is split between State (\$52,652.00) and Local (\$57,041.00) cost shares.

On March 24, 2020 , Ordinance 2020-03-8626 was approved by the Paducah Board of Commissioners authorizing a professional services contract with BFW Engineering & Testing in the amount of \$154,036.00.

On March 11, 2021, the American Rescue Plan Act funding was signed into law. The City of Paducah was notified of \$6,439,016 of available funding. On July 13, 2021, Municipal Order 2481 was authorized by the Paducah Board of Commissioners to appropriate \$4M of ARPA funding toward specific stormwater mitigation projects.

The City Engineering Department requested Strand & Associates to identify projects from the City of Paducah Comprehensive Stormwater Master Plan (CSMP). The Buckner Lane Bridge Replacement project was identified and presented to the Commission at the July 13, 2021 meeting.

BFW Engineering has submitted a Not To Exceed fee proposal in the amount of \$74,345.00 for additional scope of work to provide additional professional services.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Stormwater Mitigation

Communications Plan: Coordinate with affected property owners for right-of-way and easements

Work with Communications Manager for press releases, social media posts, and other communications

Coordinate with citizens and contractor during construction

Funds Available: Account Name: Buckner Lane Bridge

Account Number: PF0078

Staff Recommendation: Authorize and direct the Mayor to accept and execute Contract Modification #1 and any associated documents. Authorization increases BFW's contract by \$74,345.00. The approval of the contract amendment will increase the total contract amount from \$154,036.00 to a Not to Exceed fee of \$228,381.00.

Attachments:

1. CHGORD1- BFW Engineering – Buckner Lane Bridge Project
2. BUCKNER LANE CONTRACT MODIFICATION_8-26-21

ORDINANCE NO. 2021-____ - _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 1 WITH BFW ENGINEERING & TESTING, INC. TO INCREASE THE CONTRACT BY \$74,345 FOR THE BUCKNER LANE BRIDGE REPLACEMENT OVER CROOKED CREEK

WHEREAS, on March 31, 2020, the City approved Ordinance 2020-03-8626, authorizing a professional services contract with BFW Engineering & Testing, Inc, for \$154,036 for the Buckner Lane Bridge Replacement Over Crooked Creek; and

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) funding was signed into law which afforded funding in an amount of \$6,439,016 to the City of Paducah; and

WHEREAS, on July 13, 2021, Municipal Order 2481 was authorized by the Paducah Board of Commissioners to appropriate \$4,000,000 of ARPA funding toward specific stormwater mitigation projects; and

WHEREAS, the City Engineering Department requested Strand & Associates to identify projects from the City of Paducah Comprehensive Stormwater Master Plan (CSMP) for which said ARPA funding may be used; and

WHEREAS, the Buckner Lane Bridge Replacement project was identified and presented to the Commission at the July 13, 2021 meeting; and

WHEREAS, BFW Engineering has submitted a Not To Exceed fee proposal in the amount of \$74,345.00 for additional scope of work to provide additional professional services; and

WHEREAS, Contract Modification No. 1 is required for an increase in the amount of \$74,345 adjusting the total construction project from \$154,036 to \$228,381.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute Contract Modification No. 1 with BFW Engineering & Testing, Inc., for an increase in the amount of \$74,345 and a new total contract cost of \$228,381.

SECTION 2. This expenditure shall be charged to the Buckner Lane Bridge Project Account PF0078.

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

George Bray, 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, _____

\\ord\eng\CHGORD1- BFW Engineering – Buckner Lane Bridge Project



BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.
500 SOUTH 17th STREET | PADUCAH, KY 42003

August 26, 2021

Mr. Rick Murphy City Engineer
300 S. 5th St.
PO Box 2267
Paducah, KY 42002-2267

RE: REVISED SCOPE OF WORK & ENGINEERING FEE to update the Field Survey, Modify the Roadway Design Plans, and revise & resubmit the Crooked Creek Stream Permit for the Buckner Lane Project. Also, to provide Construction Inspection for the project.

Dear Mr. Murphy:

Bacon Farmer Workman Engineering & Testing, Inc. appreciates the opportunity to present this revised Scope of Work and Engineering Fee for the project.

BFW PROPOSED FEE – (The work will be performed at our standard hourly rates).

Modify Plans to Extend Project to the North (Pecan Dr) & South (Hanson Rd)	\$16,685
Update Field Survey	\$ 4,140
Utility Design & Coordination	\$ 15,000
Coordinate Design & Meetings with Strand Assoc.	\$3,000
Update Estimate	\$3,520
Revise Stream Permit (Change Permit from Nationwide to Individual)	\$8,500
Construction Engineering Inspection & Testing	<u>\$23,500</u>
➤ Pile Driving Observations	
➤ Rebar Inspections	
➤ Water Line Verification	
➤ Bridge Foundation, Wing Wall, & Culvert Inspections	
BFW Total Estimated Fee Increase	<u>\$74,345</u>

SERVICES NOT INCLUDED IN BFW's SCOPE OF WORK

RW & Easement Negotiations (TBD)

We appreciate this opportunity and look forward to working with you and your staff on this project.

Sincerely,

Bacon Farmer Workman Engineering & Testing, Inc.

Mike McGregor PE, Project Manager

If you agree with this Scope of Work and Proposed Fee, please sign on the lines provided below and return to our office.

Authorization to Proceed:

Proposal Date – August 9, 2021

Mr. Rick Murphy, City Engineer & Public Works Director

300 S. 5th St.

PO Box 2267

Paducah, KY 42002-2267

Signature

Date

Name (Printed)

Title

Agenda Action Form

Paducah City Commission

Meeting Date: September 14, 2021

Short Title: Approve Contract Modification to Professional Services Contract with BFW Engineering & Testing for the S. 24th Street-S 25th Street Improvement Project in the amount of \$106,500.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Rick Murphy

Presentation By: Rick Murphy

Background Information: Summary: Expansion of scope of project to include additional stormwater mitigation using American Rescue Plan Act (ARPA) funding with Governor's Discretionary funding to expand the S. 24th Street- S 25th Street Improvement project. BFW Engineering & Testing has proposed the following schedule of additional fees:

BFW Engineering & Testing

Add'l Field Survey & Utility Location along Barnett St	\$ 6,000.00
Add'l Field Survey for Stormwater Drainage Basin	\$ 13,000.00
Process Field Survey Data	\$ 2,500.00
As-Built Survey to Certify Basin Construction	\$ 10,000.00
Permitting	\$ 6,000.00
Wetland Delineation	\$ 5,500.00
Threatened & Endangered Species Review	\$ 2,000.00
8 Geotechnical Borings	\$ 6,000.00
Plan Development Coordination with Strand	\$ 7,500.00
BFW Total Estimated Not To Exceed Fee Increase	\$ 58,500.00

Strand & Associates

Review BFW's Stormwater Drainage Basin Survey	\$ 2,200.00
Review Geotech Findings	\$ 1,800.00
Update XPSWMM Model with Survey Information	\$ 9,600.00
Stormwater Drainage Basin Design Drawings	\$ 27,000.00
Assist BFW with OPCC for Basin Components	\$ 1,900.00

Assist BFW with specifications related to Basin Components	\$ 2,100.00
Attend three virtual meetings	\$ 3,400.00
Strand Total Estimated Not To Exceed Fee Increase	\$ 48,000.00

Background: On November 24, 2020 , Ordinance 2020-11-8661 was approved by the Paducah Board of Commissioners authorizing a professional services contract with BFW Engineering & Testing in the amount of \$159,775.00.

On March 11, 2021, the American Rescue Plan Act funding was signed into law. The City of Paducah was notified of \$6,439,016.00 of available funding. On July 13, 2021, Municipal Order 2481 was authorized by the Paducah Board of Commissioners to appropriate \$4M of ARPA funding toward specific stormwater mitigation projects.

The City Engineering Department requested Strand & Associates to identify projects from the City of Paducah Comprehensive Stormwater Master Plan (CSMP). The S. 24th Street-S. 25th Street Improvement project was identified and presented at the July 13, 2021 Commission meeting.

BFW Engineering has submitted a Not To Exceed fee proposal modification in the amount of \$106,500.00 for additional scope of design to provide additional professional services. This additional scope includes fees of \$58,500.00 for BFW Engineering and \$48,000.00 additional for Strand & Associates as a subcontractor to BFW Engineering.

Does this Agenda Action Item align with a Commission Priority? Yes
If yes, please list the Commission Priority: Stormwater Mitigation

Communications Plan: Coordinate with affected property owners for right-of-way and easements
Work with Communications Manager for press releases, social media posts, and other communications
Coordinate with contractor during road closures

Funds Available: Account Name: S. 25th Improvement Project

Account Number: ST0040

Staff Recommendation: Authorize and direct the Mayor to accept and execute Contract Modification #1 and any associated documents. Authorization increases BFW's contract by \$106,500.00. The approval of the contract amendment will increase the total contract amount from \$159,775.00 to a Not To Exceed fee of \$266,275.00.

Attachments:

1. CHGORD1- BFW Engineering - 24th Street - S 25th Street Improvement
2. 24th 25th ST. Contract Modification_8-26-21

ORDINANCE NO. 2021-____ - _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 1 WITH BFW ENGINEERING & TESTING, INC. TO INCREASE THE CONTRACT BY \$106,500 FOR THE SOUTH 24TH STREET AND SOUTH 25TH STREET IMPROVEMENT PROJECT

WHEREAS, on November 24, 2020, the City approved Ordinance 2020-11-8661, authorizing a professional services contract with BFW Engineering & Testing, Inc, for \$159,775 for the South 24th Street & South 25th Street Improvement Project; and

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) funding was signed into law which afforded funding in an amount of \$6,439,016 to the City of Paducah; and

WHEREAS, on July 13, 2021, Municipal Order 2481 was authorized by the Paducah Board of Commissioners to appropriate \$4,000,000 of ARPA funding toward specific stormwater mitigation projects; and

WHEREAS, the City Engineering Department requested Strand & Associates to identify projects from the City of Paducah Comprehensive Stormwater Master Plan (CSMP) for which said ARPA funding may be used; and

WHEREAS, the South 24th Street and South 25th Street Improvement Project was identified and presented to the Commission at the July 13, 2021 meeting; and

WHEREAS, BFW Engineering has submitted a Not To Exceed fee proposal in the amount of \$106,500 for additional scope of work to provide additional professional services; and

WHEREAS, Contract Modification No. 1 is required for an increase in the amount of \$106,500 adjusting the total construction project from \$159,775 to \$266,275.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute Contract Modification No. 1 with BFW Engineering & Testing, Inc., for the South 24th and South 25th Street Improvement Project for an increase in the amount of \$106,500 and a new total contract cost of \$266,275.

SECTION 2. This expenditure shall be charged to the S. 25th Improvement Project Account ST0040.

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

George Bray, 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, _____

\\ord\eng\CHGORD1- BFW Engineering – 24th Street – S 25th Street Improvement



August 26, 2021

*Mr. Rick Murphy City Engineer
300 S. 5th St.
PO Box 2267
Paducah, KY 42002-2267*

RE: REVISED SCOPE OF WORK & ENGINEERING FEE for the additional Field Survey, Roadway Design Plans, & Geotechnical for the 24th & 25th Street Improvement Project.

Dear Mr. Murphy:

Bacon Farmer Workman Engineering & Testing, Inc. appreciates the opportunity to present this Revised Scope of Work to provide the engineering services for the referenced above.

*The **SCOPE OF WORK** that will be performed by BFW Engineering:*

BFW FIELD SURVEY

- a) Extend the field survey down Barnett Steet to S. 26 Street. Collect topo and identify existing OH and underground utilities.*
- b) Perform topographic and property boundary survey for 4+/- acre drainage basin including portions of Cross Creek.*
- c) Certify through an "As Built" survey that the drainage basin was constructed according to the design plans.*
- d) Stake 8 geotechnical boring holes within the new stormwater drainage basin.*

BFW FINAL DESIGN PLANS

- a) Coordinate and incorporate Strand Associates proposed stormwater drainage basin plans and quantities into the final roadway plan set and bid document.*

BFW GEOTECHNICAL SERVICES

- a) Provide 8 geotechnical boring holes within the proposed S. 24th St. stormwater drainage basin.*
- b) Analyze & provide geotechnical recommendations for the material samples taken from the 8 borings.*
- c) Convey geotechnical test result recommendations to Strand Associates.*

BFW PROPOSED FEE – (The work will be performed at our standard hourly rates).

<i>Additional Field Survey & Utility location along Barnett Street</i>	<i>\$6,000</i>
<i>Additional Field Survey for Stormwater Drainage Basin</i>	<i>\$13,000</i>
<i>Process Field Survey Data</i>	<i>\$2,500</i>
<i>As-Built Survey to Certify Basin Construction</i>	<i>\$10,000</i>
<i>Permitting (Flood Plain and/or Individual)</i>	<i>\$6,000</i>
<i>Wetland Delineation</i>	<i>\$5,500</i>
<i>Threatened & Endangered Species Review</i>	<i>\$2,000</i>
<i>8 Geotechnical Borings & Analysis</i>	<i>\$6,000</i>
<i>Plan Development Coordination with Strand Associates</i>	<i><u>\$7,500</u></i>
<i>BFW Total Estimated Fee</i>	<i><u>\$58,500</u></i>

SERVICES NOT INCLUDED IN BFW's SCOPE OF WORK

Utility Relocation Plans (TBD)

R/W & Easement Negotiations (TBD)

Construction Engineering Inspection & Testing (TBD)

STRAND SCOPE OF WORK

COORDINATE WITH BFW

- a) Review the topographic and property boundary survey within the anticipated limits of the bankfull detention project site.*
- b) Coordinate with geotechnical engineer and review their findings*

HYDRRAULIC MODEL

- a) Update the previously developed Cross Creek XPSWMM model with survey information provided by BFW.*
- b) Estimate the peak flow rate and depth of flow within Cross Creek at the project site for up to five rainfall events, including the three-month, six-month, two-year, five-year and ten-year two-hour event.*
- c) Evaluate the depth of flow within Cross Creek that may begin routing stormwater flow into the bankfull detention area.*

DESIGN DRAWINGS

- a) Prepare and submit design drawings for the bankfull detention area.*
- b) Prepare design details for reinforced bank weir wall, concrete swale, and outlet structure with backflow preventer.*
- c) Coordinate with BFW on incoming storm sewer inverts (designed by BFW) to include, as appropriate, into the grading plan.*
- d) Submitted plans for review at the 50 percent and 90 percent design levels.*

- e) Review and assist BFW with an opinion of probable construction cost (OPCC) for items related to the bankfull detention project area.
- f) Review and assist BFW on specifications as appropriate for sections related to the bankfull detention project area.

PROJECT MEETINGS

- a) Attend up to three (3) virtual meetings with BFW and the City including a kick-off meeting, 50 percent and 90 percent design review meetings.

It is anticipated that BFW or the City will prepare the Bidding Documents and bid the project.

STRAND PROPOSED FEE

Review BFW's Stormwater Drainage Basin Survey	\$ 2,200
Review Geotech Findings	\$ 1,800
Update XPSWMM Model with Survey Information	\$ 9,600
Stormwater Drainage Basin Design Drawings	\$27,000
Assist BFW with OPCC for Basin Components	\$ 1,900
Assist BFW with specification sections related to Basin Components	\$ 2,100
Attend three virtual meetings	<u>\$ 3,400</u>
Strand Total Estimated Fee	\$48,000

The following services are not included in the above scope of work:

- Permitting related activities
- Site visits or in-person meetings
- Bidding or construction related services
- Land and easement surveys/procurement

Total Requested Fee Increase: \$106,500

We appreciate this opportunity and look forward to working with you and your staff on this project.

Sincerely,

Bacon Farmer Workman Engineering & Testing, Inc.



Mike McGregor PE, Project Manager

If you agree with this Scope of Work and Proposed Fee, please sign on the lines provided below and return to our office.

Authorization to Proceed:

Proposal Date – August 26, 2021

Mr. Rick Murphy, City Engineer

300 S. 5th St.

PO Box 2267

Paducah, KY 42002-2267

Signature

Date

Name (Printed)

Title

Agenda Action Form

Paducah City Commission

Meeting Date: September 14, 2021

Short Title: Approve Contract Modification to Professional Services Contract with BFW Engineering & Testing, Inc. for the BUILD Grant Environmental Assessment Project in the amount of \$24,500.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Rick Murphy

Presentation By: Susannah Campbell, BFW Engineering

Background Information: Summary: Expansion of project scope to include additional professional services to finalize a Programmatic Agreement (PA) as required by MARAD and other regulatory agencies. BFW has proposed the following fee schedule:

Coordination & Review of PA with MARAD	\$3,500
Coordination Calls/Meetings with Regulatory Agencies	\$7,000
Revision of Environmental Assessment based on PA	\$8,000
Coordinate Final Determination	\$6,000
Total Estimated Not To Exceed Fee Increase	\$24,500

Background: On April 14, 2020, the City of Paducah approved Ordinance 2020-04-8632, authorizing a professional services contract with BFW Engineering & Testing, Inc., for \$250,000 for environmental services required for the Paducah Riverfront Improvement Project (BUILD Grant). As part of the environmental assessment process, Ordinance 2021-04-8686 approved Change Order #1 to increase the project by \$12,200, adjusting the total environmental assessment project from \$250,000.00 to \$262,200.00. During the environmental assessment, it was necessary for BFW to engage the services of a third party to provide mussel surveys along the shoreline as part of the US Fish and Wildlife Services required analysis of the impacts of the proposed project regarding the environment.

During consultation with the Kentucky State Historic Preservation Office, MARAD, and the Indians Tribes, the City of Paducah will be required to enter into an unforeseen Programmatic Agreement. BFW Engineering & Testing will be providing additional consulting services on behalf of the City of Paducah for this unforeseen requirement to satisfy the Programmatic Agreement requirements. BFW Engineering has submitted a contract modification in the amount of a Not To Exceed fee of \$24,500.00 for the additional professional services scope.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan: Coordinate with Communications Manager

Funds Available: Account Name: BUILD Grant Project

Account Number: DT0050

Staff Recommendation: Authorize and direct the Mayor to accept and execute Contract Modification #2 and any associated documents. Authorization increases BFW's contract by \$24,500.00. The approval of the contract modification will increase the total contract amount from \$262,200.00 to a Not To Exceed fee of \$286,700.00

Attachments:

1. CHGORD2- BFW Engineering – BUILD Grant Environmental Assessment
2. PaducahRiverfrontInfrastructurePAContractMod-2021-08-17

ORDINANCE NO. 2021-____ - _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 2 WITH BFW ENGINEERING & TESTING, INC. TO INCREASE THE CONTRACT BY \$24,500 FOR THE BUILD ENVIRONMENTAL ASSESSMENT PROJECT

WHEREAS, on April 14, 2020, the City approved Ordinance 2020-04-8632, authorizing a professional services contract with BFW Engineering & Testing, Inc, in an amount of \$250,000 for environmental services for the Paducah Riverfront Improvement Project (BUILD Grant); and

WHEREAS, on April 27, 2021, the City approved Ordinance 2021-04-8686, for Contract Amendment No. 1 adjusting the total contract to \$262,200; and

WHEREAS, during consultation with the Kentucky State Historic Preservation Office, MARAD, and the Indians Tribes, the City of Paducah will be required to enter into an unforeseen Programmatic Agreement; and

WHEREAS, BFW Engineering will be providing additional consulting services on behalf of the City to satisfy the Programmatic Agreement requirements and has submitted a contract modification in the amount of \$24,500; and

WHEREAS, Contract Modification No. 2 is required for an increase in the amount of \$24,500 adjusting the total construction project from \$262,200 to \$286,700.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute Contract Modification No. 2 with BFW Engineering & Testing, Inc., for the BUILD Environmental Assessment Project for an increase in the amount of \$24,500 and a new total contract cost of \$286,700.

SECTION 2. This expenditure shall be charged to the BUILD Grant Project Account DT0050.

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

George Bray, 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, _____

\\ord\eng\CHGORD2- BFW Engineering – BUILD Grant Environmental Assessment



BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.
500 SOUTH 17th STREET | PADUCAH, KY 42003

August 17, 2021

Mr. Rick Murphy City Engineer
300 S. 5th St.
PO Box 2267
Paducah, KY 42002-2267

RE: REVISED SCOPE OF WORK FEE to Participate in the finalization and implementation of the Programmatic Agreement for NHPA section 106, update the Environmental Assessment, Coordinate and Provide Technical Assistance to the City of Paducah regarding the Programmatic Agreement, and Complete Environmental Permits related to NHPA section 106.

The original scope did not include a Programmatic Agreement (PA) or support to draft and implement a PA. The original scope involved examining historic maps/aerial photographs to identify potential locations for historic archaeological sites that may be present within the project area, coordinate with Office of State Archaeology to determine the presence of known sites that may be present, perform site assessments to determine if archaeological sites exist, and prepare technical reports of findings for submittal to Kentucky Heritage Council.

Dear Mr. Murphy:

Bacon Farmer Workman Engineering & Testing, Inc. appreciates the opportunity to present this revised Scope of Work and Engineering Fee for the project.

BFW PROPOSED FEE – (The work will be performed at our standard hourly rates).

Coordination Calls and Drafting with MARAD of the Draft Programmatic Agreement (PA) - This involves numerous calls and providing supplement data history with regards to current status of the project as it relates to which entities will be involved, which entities will be signatories, etc.	\$3,500
Coordination Calls / Meetings with Kentucky State Historic Preservation Office (KYSHPO), Kentucky6 Heritage Council (KHC), Native American Nations, Federal Agencies, and City of Paducah to Agree on PA and determine specific Pre-construction Engineering and Design (PED) requirements and decide how this will relate to the PA. Prepare new letters to Tribes documenting current PA process. Preparation of documentation to the Advisory Council on Historic Preservation (ACHP) to determine if they would like to be a participating agency. Revise the PA based on coordinated calls with all entities and redistribute PA to ensure all parties accept the changes.	\$7,000
Revision and Completion of the Environmental Assessment based on PA content	\$8,000
Coordinate with MARAD, City of Paducah, USACE, and SHPO for PED submittal and Final KYSHPO Determination	\$6,000
TOTAL Contract Modification	\$24,500

www.bfwengineers.com

SERVICES NOT INCLUDED IN BFW's SCOPE OF WORK

Mitigation Fees (TBD)
Additional Site Surveys (TBD)
On-site Archaeologist Monitoring (TBD)

We appreciate this opportunity and look forward to working with you and your staff on this project.

Sincerely,

Bacon Farmer Workman Engineering & Testing, Inc.



Susannah Campbell
Environmental Manager

If you agree with this Scope of Work and Proposed Fee, please sign on the lines provided below and return to our office.

Authorization to Proceed:

Mr. Rick Murphy, City Engineer & Public Works Director
300 S. 5th St.
PO Box 2267
Paducah, KY 42002-2267

Signature

Date

Name (Printed)

Title

Agenda Action Form

Paducah City Commission

Meeting Date: September 14, 2021

Short Title: Approval of Construction Contract for the Riverfront Park Land Mass Scour Project with Wilkins Construction Co., Inc. in the amount of \$495,784.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Rick Murphy

Presentation By: Rick Murphy

Background Information: Summary: Approving a construction contract with Wilkins Construction Co., Inc. for the repair and mitigation of flood damage to the Paducah Riverfront Land Mass.

Bids Received

Central Paving	\$ 828,239.00
Wilkins Construction	\$ 495,784.00
Jim Smith Contracting	\$ 565,009.00

Bids on the project were opened on August 26, 2021 with Wilkins Construction submitting the lowest responsive bid at \$495,784.00.

Background: On April 24, 2020, a major disaster declaration, FEMA-4540-DR-KY, was signed by the President for the 2020 Flooding and Severe Weather Events occurring from February 2, 2020 through February 29, 2020. As a result, the City of Paducah applied for and received Disaster Relief Funding for the restoration of the Riverfront Park Land Mass Scour under Event 4540DR-KY. The Federal Emergency Management Agency (FEMA) has estimated \$532,959.00 total project cost with 75% Federal Share and 25% Non-Federal Share. FEMA has obligated \$399,719.00 in Federal funds for the Riverfront Park Land Mass Scour Project. The Non-Federal Share of \$133,240.00 is split between State (\$63,955.00) and Local (\$69,285.00) cost shares. The estimated total project cost is \$532,959.00.

Project:	RF Park Mitigation		
	Admin	\$ 258.00	
	Design	\$ 21,917.00	est
	Construction	\$ 495,784.00	bid
	Contingency	\$ 5,000.00	est
	C & I	\$ 10,000.00	est
Est Project Cost:		\$ 532,959.00	
	FEMA	\$ 399,719.00	
	State Match	\$ 63,955.00	
	City Match	\$ 69,285.00	

The City has received a recommendation from BFW Engineering & Testing that the bid from Wilkins Construction Co., Inc. is the lowest responsive bid and should be accepted as such.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan: Coordinate with the Communications Manager

Funds Available: Account Name: Land Mass Project

Account Number: DT0051

Staff Recommendation: To receive and file the bids and adopt an Ordinance authorizing the Mayor to execute a contract with Wilkins Construction Co., Inc. in the amount of \$495,784.00 for the Paducah Riverfront Land Mass Scour Project.

Attachments:

1. agree- Wilkins Construction Riverfront Park Land Mass Scour
2. City of Paducah Land Mass Scour Project Sample Contract
3. Paducah Sun ad.8.7.21
4. City of Paducah Land Mass Scour Project Addendum #1_08.16.2021
5. City of Paducah Land Mass Scour Project Addendum #2_08.23.2021
6. Central Paving Company_bid packet
7. Wilkins Construction Co. Inc._bid packet
8. Jim Smith Contracting_bid packet

ORDINANCE NO. 2021-____ - _____

AN ORDINANCE ACCEPTING THE BID OF WILKINS CONSTRUCTION CO., INC., IN THE AMOUNT OF \$495,784 FOR RIVERFRONT PARK LAND MASS SCOUR PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Wilkins Construction Co., Inc., in the amount of \$495,784, for the Riverfront Land Mass Scour Project, said bid being in substantial compliance with bid specifications, and advertisement for bids, as contained in the bid of Wilkins Construction Co., Inc., of August 26, 2021.

SECTION 2. That the Mayor is hereby authorized to execute a contract Wilkins Construction Co., Inc., for the Riverfront Land Mass Scour Project, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. The expenditure shall be charged to the Land Mass Project Account DT0051.

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

George Bray, 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, _____
\ord\eng\agree- Wilkins Construction Riverfront Park Land Mass Scour

**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

AGREEMENT FOR PADUCAH LAND MASS FLOOD SCOUR PROJECT

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **WILKINS CONSTRUCTION CO.,INC**, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the construction of the **PADUCAH LAND MASS FLOOD SCOUR PROJECT**. All Work shall be in accordance with this Agreement, the Plans, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the Engineering Department of the City of Paducah shall, in all respects, be acting as both Engineer and agent for the Owner, City of Paducah. All work done by the Contractor shall be completed under the general supervision of the Engineer.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within **One Hundred and Twenty (120)** consecutive calendar days thereafter.

Failure of the Contractor to complete the work in the time specified above plus any extensions allowed in accordance with the General Conditions shall result in the assessment of liquidated damages for the delay (not as a penalty). Liquidated damages shall be in the amount of **\$500.00** per consecutive calendar day for failure to meet the final completion date and shall be withheld from final payment.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein: **Four Hundred Ninety-Five Thousand, Seven Hundred Eighty-Four Dollars and Zero Cents (\$495,784.00)** as quoted in the Bid Proposal by the Contractor dated **August 26, 2021** which shall constitute full compensation for the work and services authorized herein.

ARTICLE 4. PROGRESS PAYMENTS

The Contractor may submit each month, and no more than once a month, a Request for Payment for work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty **(30)** days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent **(10%)** retainage may be held until final completion and acceptance of the work.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due sixty, **(60)** days after substantial completion of the work, provided the work will then be fully completed and the Contract fully performed in accordance with the specifications.

ARTICLE 6. GOVERNING LAW

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

ARTICLE 7. THE CONTRACT DOCUMENTS

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

IN WITNESS WHEREOF:

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

CONTRACTOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

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

Agenda Action Form

Paducah City Commission

Meeting Date: September 14, 2021

Short Title: Setting Tax Levies: Ad Valorem Properties FY2022 - **J PERKINS**

Category: Ordinance

Staff Work By: Jonathan Perkins

Presentation By: Jonathan Perkins

Background Information: Real estate and personal property tax levies for the City's General Fund and Paducah Junior College (PJC) are proposed to be set as per the attached ordinance.

The City's General Fund real estate tax levy is proposed to be \$.271 per \$100 assessed value (AV). The proposed FY2022 rate is 61% of what the rate was in FY1995, when the City made a conscious effort to lower real estate tax rates.

The City's General Fund personal tax levy is proposed to be \$.390 per \$100 AV. The proposed FY2022 rate is 23% less than the FY1995 rate.

The City eliminated inventory taxes years ago in order to encourage inventory-rich business growth in Paducah. The City's inventory rate was phased out over a four-year period, 1998 through 2002, and fully eliminated in FY2003. The inventory tax would have netted revenue nearly \$801,000 in FY2022, if it were still in place today.

Staff proposes the City's tax levy be set at 27.1 cents per \$100 AV. The FY2022 compensating rate is 26.1 cents per \$100 AV and Kentucky Revised Statutes (KRS) permits a city to adjust the compensating rate upward by not more than 4%, in this case to 27.1 cents.

From FY2001 to FY2022, the City of Paducah lowered its real estate tax levy by 2.9 cents, while others increased their tax levy during the same time period. The property tax levy ordinance will be introduced on September 14, 2021 with the second and final reading on September 28, 2021. Since the City's proposed tax levy is more than the 'compensating rate' of 26.1 cents per \$100 AV, a public hearing is required; a public hearing is scheduled for September 14, 2021.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Recommend that the Mayor and Commission adopt the proposed 2021-2022 real estate and personal ad valorem tax levies as proposed.

Attachments:

1. Tax Rate FY2022

AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2021 THROUGH JUNE 30, 2022, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. There is hereby levied for the period from July 1, 2021, through June 30, 2022, upon all taxable real property within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of twenty seven and 1/10 cents (\$.271) upon each one hundred dollars (\$100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of the levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 2. There is hereby levied for the period from July 1, 2021, through June 30, 2022, upon all taxable personal property including motor vehicles and watercraft, except for inventory, within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of thirty-nine cents (\$0.390) upon each one hundred dollars (\$100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 3. All taxes levied by Section 1 and 2 of this ordinance are necessary and required in order to provide revenue to meet the requirements of the budget ordinance adopted by the Board of Commissioners, and the proceeds of such tax levies and all other revenue of the City not specifically allocated to other purposes shall be deposited into the General Fund of the City to be expended as provided in the budget ordinance for the period from July 1, 2021, through June 30, 2022.

SECTION 4. There is hereby further levied an ad valorem tax of one and 6/10 cents (\$0.016) on each one hundred dollars (\$100.00) of assessed valuation of all real property subject to taxation for municipal purposes in said City for the period from July 1, 2021, through June 30, 2022, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 5. There is hereby further levied an ad valorem tax of one and 6/10 cents (\$0.016) on each one hundred dollars (\$100.00) of assessed valuation of all personal property subject to taxation, except for inventory, for municipal purposes in said City for the period from July 1, 2021, through June 30, 2022, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 6. There is hereby further levied an ad valorem tax of three and 1/10 cents (\$0.031) on each one hundred dollars (\$100.00) of assessed valuation of all motor vehicles and watercraft property subject to taxation for municipal purposes in said City for the period from July 1, 2021, through June 30, 2022, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 7. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all real property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period from July 1, 2021, through June 30, 2022, an ad valorem tax of eighty-six and 4/10 cents (\$0.864) on each one hundred dollars (\$100.00) assessed valuation of all real property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 8. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all personal property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period from July 1, 2021, through June 30, 2022, an ad valorem tax of eighty-six and 4/10 cents (\$0.864) on each one hundred dollars (\$100.00) assessed valuation of all personal property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 9. The taxes levied under this ordinance are summarized as follows:

PURPOSE	RATE PER \$100
GENERAL FUND OF THE CITY:	
Real Property	\$0.271
Personal Property (except inventory)	\$0.390
Motor Vehicles and watercraft	\$0.390
SCHOOL PURPOSES:	
PADUCAH JUNIOR COLLEGE	
Real Estate	\$0.016
Personal Property (except inventory)	\$0.016
Motor Vehicles and watercraft	\$0.031

SECTION 10. The City of Paducah shall collect the following taxes for the Board of Education:

PADUCAH INDEPENDENT SCHOOL DISTRICT	
Real Property	\$0.864
Personal Property (including inventory)	\$0.864

SECTION 11. Property taxes levied herein shall be due and payable in the following manner:

- (1) In the case of tax bills which reflect an amount due of less than One Thousand Dollars (\$1,000.00), the payment shall be due on November 1, 2021, and shall be payable without penalty and interest until November 30, 2021.
- (2) In the case of all other tax bills, payment shall be in accordance with the following provisions:
 - (a) The first half payment shall be due on November 1, 2021, and shall be payable without penalty and interest until November 30, 2021.
 - (b) The second half payment shall be due on February 1, 2022, and shall be payable without penalty and interest until February 28, 2022.

SECTION 12. The provisions of this ordinance are severable. If any provision, section, paragraph, sentence or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of this ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independent of each other.

SECTION 13. 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 September 14, 2021
Adopted by the Board of Commissioners September 28, 2021
Recorded by Lindsay Parish, City Clerk, September __, 2021
Published by The Paducah Sun, September __, 2021
ORD\FINANCE\Tax Rate FY2022