



**CITY COMMISSION MEETING
AGENDA FOR APRIL 26, 2022
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

NEW EMPLOYEE INTRODUCTIONS Downtown Development Specialist Angela Schade - Planning

PROCLAMATION National Tennis Month - Jane Gamble

PRESENTATION Community Scholarship Program Update - Lee Emmons, West Kentucky Community & Technical College

MAYOR'S REMARKS

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 April 12, 2022
		B.	Receive & File Documents
		C.	Personnel Actions
		D.	Contract For Services with Paducah Junior College, Inc. in an amount of \$75,000 for the Community Scholarship Program - D JORDAN
		E.	Purchase of Solid Waste Dumpsters for the FY2021-2022 from Wastequip Utilizing the HGACBuy Purchasing Group in a Not-to-Exceed amount of \$130,000 - C YARBER
	II.	<u>MUNICIPAL ORDERS</u>	

		A.	Approve Annexation Incentives for 5250 & 5266 US Highway 60 West - J SOMMER
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	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 \$48,241.00 - R MURPHY
		B.	Approve of Construction Contract for Buckner Lane Bridge Replacement Project with Jim Smith Contracting, LLC in the amount of \$1,985,514.37 - R MURPHY
		C.	Approve Contract Modification #1 of Flapgate Construction Contract with Jim Smith Contracting, LLC in the amount of (\$463,400.00) - R MURPHY
		D.	Approve Consensual Annexation of 5250 & 5266 US Highway 60 West - J SOMMER
		E.	FY2022 Budget Amendment in the amount of \$3 Million to allocate funding and authorize payment for the Airport Terminal Project from the 2020A GOB Bond Proceeds - D JORDAN
		F.	FY2022 Budget Amendment in the amount of \$600,000 from Investment Fund Fund Balance Reserve to be used for City Facilities Improvements (PF0079) - D JORDAN
	IV.	<u>DISCUSSION</u>	
		A.	Police Department Update - B LAIRD
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	VI.	<u>EXECUTIVE SESSION</u>	

April 12, 2022

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, April 12, 2022, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George 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 Henderson led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PRESENTATION

Mayor Bray presented a Duke of Paducah to Secretary of State Michael Adams.

PROCLAMATION

Mayor Bray presented a Proclamation to Lori Wells Brown, Executive Director, of Lotus, declaring March Sexual Assault Awareness & Prevention Month.

PRESENTATION

McCracken County Coroner Amanda Melton updated the Board of Commissioners on the activities of her office in 2021. She also thanked City departments including Paducah Fire and Paducah Police for their partnerships and professionalism.

CONSENT AGENDA

Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for separate consideration. Mayor Bray asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for March 22, 2022, Paducah Board of Commissioners Meeting
I(B)	RECEIVE AND FILE DOCUMENTS: <u>Deed File:</u> 1. Deed and Easements – between Mary Judith Wilkey and Jerry Allen Wilkey – Buckner Lane Project – 5403 Buckner Lane – MO #2551 2. Deed and Permanent Easement between Ben and Terry Green and the City of Paducah – Buckner Lane Project – 5256 Buckner Lane - MO #2552 3. Quitclaim Deed – City of Paducah to Paducah Independent School District – ROW Closings – Clark Street, Polk Street and Washington Street - ORD 2021-12-8718 4. Quitclaim Deed – City of Paducah to Paducah Independent School District – ROW Closings Polk Street and Otis Denning Drive - ORD 2022-02-8721 <u>Contract File:</u> 1. Interlocal Cooperation Agreement – City of Paducah, County of McCracken, Barkley Regional Airport Authority – Airport Terminal Project – ORD 2021-08-8701

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	2. Short Form Agreement between City of Paducah and HDR Engineering – BUILD - \$2,039,500 – ORD 2022-03-8725 3. Fifth Amendment to tower Option and Lease Agreement – AT&T – MO #2546 <u>Financials File:</u> 1. Paducah Water Works – Month ended February 28, 2022 <u>Bids and Proposals File:</u> 1. BUILD Grant – HDR Contract – Statement of Qualifications, Cost Proposal from HDR and RFQ from October 2021
I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER ADOPTING THE CITY OF PADUCAH, KENTUCKY, ADMINISTRATIVE PLAN FOR 2022 HOUSING CHOICE VOUCHER PROGRAM, EFFECTIVE MAY 1, 2022, WITH SAID ADMINISTRATIVE PLAN INCLUDING REVISIONS TO THE UTILITY ALLOWANCES FOR THE SECTION 8 HOUSING PROGRAM AS REQUIRED BY THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS REVISED (MO #2560; BK 12)
I(E)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A 2022 MATCHING INSURANCE SERVICES SAFETY GRANT IN THE AMOUNT OF \$3,000 THROUGH THE KENTUCKY LEAGUE OF CITIES FOR REIMBURSEMENT FOR TELEMATICS AND CAMERA EQUIPMENT INSTALLED ON REFUSE TRUCKS, ACCEPTING ANY GRANT FUNDS AWARDED BY KLCIS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2561; BK 12)
I(F)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT IN THE AMOUNT OF \$32,626.28 WITH MOBILE COMMUNICATIONS OF AMERICA (MCA) PREVIOUSLY KNOWN AS JACKSON PURCHASE 2-WAY RADIO, INC. (MO #2562; BK 12)
I(G)	A MUNICIPAL ORDER ACCEPTING THE BID OF KENNY’S LAWN CARE & MORE FOR MAINTENANCE OF APPROXIMATELY 120 SURPLUS LOTS IN THE UNIT AMOUNTS OF \$17.50 PER MOW FOR EACH “B LOT” AND \$70 PER MOW FOR EACH “C LOT” AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (MO #2563; BK 12)
I(H)	A MUNICIPAL ORDER ACCEPTING THE BID OF CENTRAL PAVING COMPANY OF PADUCAH, INC., FOR COMPOST GRINDING OF TREE DEBRIS AND YARD WASTE, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (MO #2564; BK 12)

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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).

MUNICIPAL ORDERS

CONTRACT WITH BEAUTIFUL PADUCAH LLC FOR THE 2022 BBQ ON THE RIVER EVENT

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 EXECUTE A CONTRACT WITH BEAUTIFUL PADUCAH, LLC IN THE AMOUNT OF \$25,000 FOR SPECIFIC PROMOTIONAL SERVICES FOR THE 2022 BBQ ON THE RIVER EVENT.”

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(MO #2565; BK 12)**

ORDINANCE ADOPTIONS

ZONING TEXT AMENDMENTS

Commissioner Henderson offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 126 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH RELATED TO DEFINITIONS, PLANNED UNIT DEVELOPMENT, QUALIFIED MANUFACTURED HOMES, AWNINGS & CANOPIES, CRYPTOCURRENCY MINING, ACCESSORY DWELLING UNIT (ADU), MEDIUM DENSITY RESIDENTIAL ZONE, AND LIGHT INDUSTRY ZONE.” This Ordinance is summarized as follows: This Ordinance amends Section 126-3 *Definitions*; Section 126-70 *Planned Unit Development*; Section 126-79 *Qualified Manufactured Homes*; Section 126-85 *Awnings & Canopies*; Section 126-97 *Cryptocurrency Mining*; Section 126-98 *Accessory Dwelling Unit (ADU)*; Section 126-104 *Medium Density Residential Zone, R-3*; and Section 126-110 *Light Industry Zone, M-1* of the City of Paducah zoning ordinance. Said amendments were heard by the Paducah Planning Commission at a public hearing on March 7, 2022, and forwarded to the City Commission with the recommendation of approval.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(ORD 2022-04-8727)**

ZONING TEXT AMENDMENT FOR SIGNAGE

Commissioner Wilson offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE REPEALING AND REPLACING SECTION 126-76 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH RELATED TO SIGN REGULATIONS IN ITS ENTIRETY.” This Ordinance is summarized as follows: This ordinance repeals and replaces Section 126-76 *Sign Regulations* of the Code of Ordinances of the City of Paducah in its entirety in order to standardize sign sizes in residential, historic and commercial/industrial zones. Said changes were heard by the Paducah Planning Commission at a

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public hearing on March 7, 2022, and forwarded to the City Commission with the recommendation of approval.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (ORD 2022-04-8728)

ORDINANCE INTRODUCTIONS

PROFESSIONAL CONTRACT WITH BFW ENGINEERING & TESTING FOR THE SOUTH 24TH STREET/SOUTH 25TH STREET IMPROVEMENT PROJECT

Commissioner Gault offered motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled: "AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 2 WITH BFW ENGINEERING & TESTING, INC. TO INCREASE THE CONTRACT BY \$48,241 FOR THE SOUTH 24TH STREET AND SOUTH 25TH STREET IMPROVEMENT PROJECT. This Ordinance is summarized as follows: That the City accepts the Not To Exceed fee proposal of BFW Engineering & Testing, Inc, in the amount of \$48,241 for additional scope of work for water line design, utility coordination and construction inspection for the South 24th and South 25th Street Improvement Project for an increase in the amount not to exceed \$48,241, and a new total contract cost of \$314,516 and authorizes the Mayor to sign said Contract Modification.

CONSTRUCTION CONTRACT WITH JIM SMITH CONTRACTING, LLC FOR THE BUCKNER LANE BRIDGE REPLACEMENT PROJECT

Commissioner Guess offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an Ordinance entitled: "AN ORDINANCE ACCEPTING THE BID OF JIM SMITH CONTRACTING, LLC, IN THE AMOUNT OF \$1,985,514.37 FOR THE CONSTRUCTION OF A REPLACEMENT STRUCTURE FOR THE BUCKNER LANE BRIDGE OVER CROOKED CREEK, THE INSTALLATION OF A NEW CULVERT UNDER OAKCREST DRIVE, AND ASSOCIATED ASPHALT ROADWAY WIDENING AND UTILITY RELOCATIONS, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME, AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$1.7 MILLION FROM ARPA PROJECT ACCOUNT INTO THE BUCKNER LANE BRIDGE REPLACEMENT PROJECT ACCOUNT." This Ordinance is summarized as follows: That the City of Paducah accepts the bid of Jim Smith Contracting, LLC in the amount of \$1,985,514.37 for the Buckner Lane Bridge Replacement Project and authorizes the Mayor to execute a contract with Jim Smith Contracting, LLC for the Buckner Lane Bridge Replacement Project. The Finance Director is hereby authorized and instructed to transfer \$1.7 Million from the ARPA Project Fund into the Buckner Lane Bridge Replacement Project Account (PF0078) for this expenditure.

CONTRACT MODIFICATION #1 OF FLAPGATE CONSTRUCTION CONTRACT WITH JIM SMITH CONTRACTING, LLC

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled: "AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 1 WITH JIM SMITH CONTRACTING, LLC., FOR A DECREASE IN THE AMOUNT OF \$463,400.00 FOR THE FLOODWALL FLAPGATE PROJECT." This Ordinance is summarized as follows: The Mayor is hereby authorized to execute Contract Modification No.1 with Jim Smith Contracting, LLC to

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decrease the contract for the Floodwall Flapgate Project in an amount of \$463,400, resulting in a final contract amount of \$1,688,600.00.

CONSENSUAL ANNEXATION OF 5250 AND 5266 U.S. HIGHWAY 60 WEST

Commissioner Wilson offered motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY ANNEXING CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS.” This Ordinance is summarized as follows: The City of Paducah hereby approves the consensual annexation of certain tracts of property contiguous to the present city limits, located at 5250 U. S. Highway 60 West, and 5266 U. S. Highway 60 West, containing approximately 1.526 acres of land

FY2022 BUDGET AMENDMENT – AIRPORT TERMINAL PROJECT

Commissioner Gault offered motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE AMENDING ORDINANCE NO. 2021-06-8692, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2021, THROUGH JUNE 30, 2022, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT” AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR THE BARKLEY REGIONAL AIRPORT TERMINAL PROJECT.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2021, and ending June 30, 2022, as adopted by Ordinance No. 2021-06-8692, be amended by the following re-appropriations: Transfer \$3,000,000 from the 2020A GOB Bond Proceeds to the Capital Improvement Project Fund (Airport Terminal Project)

FY2022 BUDGET AMENDMENT – CITY FACILITIES IMPROVEMENTS

Commissioner Guess offered motion, seconded by Commissioner Gault, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE AMENDING ORDINANCE NO. 2021-06-8692, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2021, THROUGH JUNE 30, 2022, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT. ” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2021, and ending June 30, 2022, as adopted by Ordinance No. 2021-06-8692, be amended by the following re-appropriations: Transfer \$600,000 from Fund Balance Reserves to the City Improvement Project (PF0079).

DISCUSSION

GRANTS UPDATE

Grants Administrator Hope Reasons gave an update on the first quarter Grant activity.

COMMENTS

Commissioner Wilson reminded everyone that the Dogwood Trail is April 17-April 24.

April 12, 2022

EXECUTIVE SESSION

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

- Future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(1)(b)
- 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 IN OPEN SESSION

Commissioner Wilson offered motion, seconded by Commissioner Gault, that the Paducah Board of Commissioners reconvene in open session.

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

ADJOURN

Commissioner Wilson offered motion, seconded by Commissioner Henderson that the meeting be adjourned.

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

TIME ADJOURNED: 6:50 p.m.

ADOPTED: April 26, 2022

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

April 26, 2022

RECEIVE AND FILE DOCUMENTS:

Deed File:

1. Order Probating Will and accompanying documents – Estate of Lanelle Phelps Boyles
2. Deed and Permanent Easement – Thelma Hettler, Unmarried, to City of Paducah - 5420 Buckner Lane MO #2559
3. Quitclaim Deed – City of Paducah – City Block Alleys Closure ORD 2021-01-8673
4. Quitclaim Deed – City of Paducah Executive Blvd. Harrison Street Alley Closure – ORD 2021-11-8713

Contract File:

1. Agreement between the City of Paducah and Gill Family Properties – Paving in Lieu of Financial Consideration – 701 and 702 Oakcrest – MO #2482
2. Administrative Plan for 2022 Housing Choice Voucher Program – MO #2560
3. Contract For Services – Kenny’s Lawn Care & More MO #2563
4. Agreement For Compost Grinding of Tree Debris and Yard Waste – Central Paving – MO #2564
5. Lawn and Grounds Maintenance Agreement between City of Paducah and the Paducah Branch NAACP, Inc. MLK Memorial Park on MLK, Jr., Drive. (signed by Amie Clark)

Financials File:

1. Community Scholarship Fund Report FYE 6/30/2022

Bids File:

1. 2022 City Lots Mowing Contractors – MO #2563
 - a. JETZ Lawn Care
 - b. Kenny’s Lawn Care & More* (chosen)
 - c. Paducah Lawn Care
2. Compost Grinding of Tree Debris and Yard Waste – MO #2564
Central Paving*(Chosen)

CITY OF PADUCAH
April 26, 2022

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

Michelle Smolen

City Manager's Office Signature

4/22/2022

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
April 26, 2022**

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>
Beard, Justice T.	Lifeguard	\$10.00/hr	NCS	Non-Ex	May 12, 2022
Haley, Madisyn G.	Lifeguard	\$10.00/hr	NCS	Non-Ex	May 12, 2022
Green, Noah A.	Lifeguard	\$10.00/hr	NCS	Non-Ex	May 12, 2022
Joyce, Caleb	Lifeguard	\$10.00/hr	NCS	Non-Ex	May 12, 2022
Lindsey, Emma S.	Pool Attendant	\$9.50/hr	NCS	Non-Ex	May 12, 2022
Oliver, Tristan K.	Recreation Leader	\$9.50/hr	NCS	Non-Ex	May 12, 2022
Orr, Jervon D.	Parks Maintenance - Laborer	\$13.00/hr	NCS	Non-Ex	May 12, 2022
Peyton, Dylan W.	Lifeguard	\$10.00/hr	NCS	Non-Ex	May 12, 2022
Pugh, Chesleigh H.	Lifeguard	\$10.00/hr	NCS	Non-Ex	May 12, 2022
Skinner, Riley	Recreation Leader	\$9.50/hr	NCS	Non-Ex	May 12, 2022
Smith, Keely N.	Pool Attendant	\$9.50/hr	NCS	Non-Ex	May 12, 2022

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

<u>E911</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>
Fowler, Hillary D.	Interim Shift Supervisor \$21.24/hr	Telecommunicator \$21.23/hr	NCS	Non-Ex	April 21, 2022
<u>FIRE - SUPPRESSION</u>					
Doran, Steve	Firefighter / EMT \$15.37/hr	Relief Driver / EMT \$16.20/hr	NCS	Non-Ex	April 7, 2022

TERMINATIONS - PART-TIME (P/T)

<u>ENGINEERING</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Baker, Christopher R.	Temp Pump Operator	Seasonal Termination	April 15, 2022
Deluca, James J.	Temp Pump Operator	Seasonal Termination	April 15, 2022
Finley, David R.	Temp Pump Operator	Seasonal Termination	April 15, 2022
<u>PARKS & RECREATION</u>			
Hill, Jeremiah L.	Park Ranger	Resignation	April 18, 2022

TERMINATIONS - FULL-TIME (F/T)

<u>E911</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Titsworth, Sycilia L.	Telecommunicator	Resignation	April 15, 2022

Agenda Action Form

Paducah City Commission

Meeting Date: April 26, 2022

Short Title: Contract For Services with Paducah Junior College, Inc. in an amount of \$75,000 for the Community Scholarship Program - **D JORDAN**

Category: Municipal Order

Staff Work By: Claudia Meeks

Presentation By: Daron Jordan

Background Information:

As part of the Investment Fund Decision Items for FY2022, the Commission approved appropriation of funding for the Paducah Junior College, Inc., scholarship program in the amount of \$75,000, to be paid by June 30, 2022.

When the City provides funds to any organization, we prepare a simple Contract For Services agreement that describes the public services the organization will provide as a result of receiving the city funds.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Investment Fund

Account Number: 24000401-580790

Staff Recommendation:

Authorize the Mayor to enter into a one-time Contract For Services with Paducah Junior College, Inc. in the amount of \$75,000.

Attachments:

1. MO - contract - Paducah Junior College FY22 (community scholarship)
2. Contract - Community Scholarship FY2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH PADUCAH JUNIOR COLLEGE, INC. IN THE AMOUNT OF \$75,000
FOR THE COMMUNITY SCHOLARSHIP PROGRAM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with
Paducah Junior College, Inc. in the amount of \$75,000 for the Community Scholarship Program.
This contract shall expire June 30, 2022.

SECTION 2. This expenditure shall be charged to the Investment Fund, Account
No. 24000401-523070.

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, April 26, 2022
Recorded by Lindsay Parish, City Clerk, April 26, 2022
\\mo\ contract - Paducah Junior College FY22 (community scholarship)

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2022, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH JUNIOR COLLEGE, INC.** (PJC, Inc.).

WITNESSETH:

WHEREAS, promoting education to students in the Paducah/McCracken County area and exposing them to post-secondary education serves a valid public purpose; and

WHEREAS, improving the education level of our community's young people will both make the Paducah workforce more attractive to investors and employers and enhance the life potential of individual students; and

WHEREAS, the City of Paducah desires to contract with PJC, Inc., 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 providing education and training and to carry out the objectives of PJC, Inc., the City shall pay PJC, Inc., the sum of SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000) DOLLARS in a one-time amount no later than June 30, 2022. PJC, Inc., shall provide an invoice to the City of Paducah prior to payment being made. In the event that this contract for services is terminated, the City shall not be obligated to make any further payments.

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

SECTION 5: OBJECTIVES AND SERVICES - PJC, Inc., will guarantee Paducah and McCracken County 8th graders who meet prescribed standards through their final four years of high school, a tuition scholarship for up to sixty (60) hours of college credit at WKCTC.

SECTION 6: ACCOUNTING

(A) PJC, Inc., shall conduct all accounting, payroll, and financial management.

(B) PJC, Inc., shall supply an annual financial audit to the City within two weeks of its completion.

(C) PJC will provide a written financial report as of December 31st and June 30th during the term of this contract to the City Manager's Office by the 15th day of the 2nd month following the reporting date. The financial report, at minimum, shall disclose the dollar amounts that the City, County and others (each shown separately) have contributed to the PJC for the Community Scholarship program by fiscal year and the interest earned thereon. The report shall fully disclose how funds were used by fiscal year and purpose.

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 PJC, Inc. 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

PADUCAH JUNIOR COLLEGE, INC.

Name _____

Title _____

Agenda Action Form

Paducah City Commission

Meeting Date: April 26, 2022

Short Title: Purchase of Solid Waste Dumpsters for the FY2021-2022 from Wastequip Utilizing the HGACBuy Purchasing Group in a Not-to-Exceed amount of \$130,000 - **C YARBER**

Category: Municipal Order

Staff Work By: Latrisha Pryor

Presentation By: Chris Yarber

Background Information: Utilizing the HGACBuy Purchasing Group vendor number 04 0621-WQ1, Public Works Solid Waste Division is to purchase solid waste dumpsters from Wastequip. Every year, an amount is allocated toward dumpster purchases in the annual commercial refuse replacement budget. Therefore, we are requesting authorization to order the required dumpsters along with additional replacement parts and lids during the 2021-2022 Fiscal Year in an amount not to exceed the budgeted amount of \$130,000.00.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Solid Waste Fund - Equipment Other

Account Number: 50002210-542190

Staff Recommendation: To have a Municipal Order authorizing the purchase of solid waste dumpsters for the FY2021-2022 from Wastequip utilizing the HGACBuy Purchasing Group vendor number 04 0621-WQ1 in an amount not to exceed \$130,000.00

Attachments:

1. dumpsters 4-2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF DUMPSTERS, LIDS AND REPLACEMENT PARTS IN AN AMOUNT NOT TO EXCEED \$130,000 FOR FY2022 FOR UTILIZATION BY COMMERCIAL BUSINESSES WITHIN THE CITY OF PADUCAH

WHEREAS, the City of Paducah approved Municipal Order No. 2499 to authorize an Interlocal Contract for Cooperative Purchasing with the Houston-Galveston Area Council (HGAC); and

WHEREAS, the dumpsters, lids and replacement parts are available from Wastequip utilizing the Houston-Galveston Area Council Purchasing Group and competitive bidding is not required.

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

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute purchase agreements and the Finance Director to make payment to Wastequip, for the purchase of various sized dumpsters, lids and replacement parts for fiscal year 2022, in an amount not to exceed the City's budgeted amount of \$130,000. These containers and accessories will be used by commercial businesses within the City limits of Paducah served by the Solid Waste Division, Engineering-Public Works Department. This purchase is made in compliance with the Houston-Galveston Area Council Purchasing Group Interlocal Contract for Cooperative Purchasing.

SECTION 2. This expenditure shall be charged to Solid Waste Fund-Equipment Other, account number 50002210-542190.

SECTION 3. 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, April 26, 2022
Recorded by Lindsay Parish, City Clerk, April 26, 2022
\mo\dumpsters 4-2022

Agenda Action Form

Paducah City Commission

Meeting Date: April 26, 2022

Short Title: Approve Annexation Incentives for 5250 & 5266 US Highway 60 West - **J SOMMER**

Category: Ordinance

Staff Work By: Nicholas Hutchison, Josh Sommer

Presentation By: Josh Sommer

Background Information: The intent of this ordinance is to adopt the City of Paducah Real Estate property tax reimbursement and sanitation pick up incentives for these two properties. The property owner has signed the Memorandum of Agreement, included in your packets.

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

If yes, please list the Commission Priority: Community Growth

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Staff recommends approval

Attachments:

1. MO incentives – US Highway 60 West
2. MOA West Paducah 04.05.22

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A MEMORANDUM OF AGREEMENT
WITH THE OVERLAND GROUP FOR CERTAIN INCENTIVES AND AUTHORIZING THE
MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah's economic well-being is related to and in many respects dependent upon, sustained growth of its population and tax revenue base through annexation of contiguous territories; and

WHEREAS, the Board of Commissioners adopted Ordinance No. 2022-01-8719 on January 11, 2022 to provide for annexation incentives to be offered by the City of Paducah; and

WHEREAS, said incentives include a property tax rebate incentive, sanitation incentive, and closing cost incentive; and

WHEREAS, the Board of Commissioners approved Ordinance No. 2022-04-8732 to approve the consensual annexation of 5250 and 5266 US Highway 60 West at the request of The Overland Group; and

WHEREAS, The Overland Group wishes to take part in the incentives offered by the City of Paducah.

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

SECTION 1. That the City of Paducah hereby approves and authorizes a Memorandum of Agreement with The Overland Group in substantially the form attached hereto and made part hereof (Exhibit A) in accordance with the City of Paducah Annexation Incentives Ordinance No. 2022-01-8719.

SECTION 2. That the Mayor is hereby authorized to execute said Memorandum of Agreement approved in Section 1 above.

SECTION 3. 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\Annexation incentives – US Highway 60 West

Exhibit A

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered into this 27th day of April, 2022, by and between the City of Paducah, Kentucky, 300 South 5th Street Paducah, KY 42003, (hereafter referred to as "City"), and The Overland Group, 1589 Imperial Center; Suite 2008, West Plains, MO 65775, (hereafter referred to as "Property Owner"). City and Property Owner are each a "Party" and collectively the "Parties".

RECITALS

WHEREAS, the Property Owner is the owner of a certain tracts of real property consisting of approximately 1.461 acres, more or less, which is located at 5250 US Highway 60 West and 5266 US Highway 60 West, Paducah, KY and referred to as Sonic Drive-In and Taco John's respectively; and

WHEREAS, the Property Owner's property is presently located in an unincorporated area of McCracken County that is contiguous to the corporate boundaries of the City and when annexed, developed, and/or sold will utilize and benefit from municipal services, including public safety and sanitation; and

WHEREAS, the City of Paducah has established an annexation incentive program to provide annexation incentives into the City; and

WHEREAS, the Property Owner wishes to voluntarily participate in the City annexation incentive program whereby Sonic Drive-In and Taco John's shall be annexed into the corporate limits of the City of Paducah; and

WHEREAS, the social and economic well being of the City is directly related to, and in many respects dependent upon; the growth of the City and its tax revenue base through annexation of contiguous territories. In order to meet various capital needs, especially in the area of public safety, provide and maintain infrastructure and other public facilities, promote economic development, and continue to provide affordable, quality municipal services to taxpayers, the City deems it to be in its best interest to encourage and induce contiguous developments to become part of Paducah through consensual annexation, with all services, rights, privileges and other amenities appertaining thereto; and

WHEREAS, as an incentive to the Property Owner to incorporate Sonic Drive-In and Taco John's into the City through consensual annexation in order to make all municipal services available to said properties and to facilitate overall municipal growth, the Parties enter into an agreement by which the City will reimburse the Property Owner the total City of Paducah real estate property tax revenues collected from any property located therein, over a designated five (5) year period for Sonic Drive-In and Taco John's.

WHEREAS, as an incentive to the Property Owner to incorporate Sonic Drive-In and Taco John's into the City through consensual annexation in order to make all municipal services available to said property and to facilitate overall municipal growth, the Parties enter into an agreement by which the Property Owner will receive free basic sanitation service, not to exceed ten thousand (\$10,000) dollars-worth of basic sanitation service, over a designated one (1) year period for each property.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained herein, the Parties agree as follows:

SECTION 1. ANNEXATION: Sonic Drive-In and Taco John's shall be annexed into the City pursuant to KRS 81A.412.

SECTION 2. PROPERTY TAX INCENTIVE:

(A) Under the terms of this Agreement, the City will reimburse the Property Owner the total City of Paducah real estate property tax revenues collected from any property located therein over a designated five (5) year period.

(B) The City of Paducah real estate property tax to be reimbursed by the City to the Property Owner under this Agreement shall be paid solely from real estate property tax

revenues collected by the City, hereafter referred to as "Tax Revenues," over a defined period of five (5) years for Sonic Drive-In and Taco John's (the "Reimbursement Term").

(C) It is understood that all reimbursements provided in this Agreement shall be made solely to the present Property Owner and not to any subsequent developer, purchasers, tenants or other interests present or future. The Property Owner shall promptly inform the City of Paducah Finance Department upon any change of address to which payments are to be sent.

(D) It is agreed that in the event the Property Owner sells, transfers and/or leases any part of either property, the Property Owner shall continue to receive the incentive payments as defined in this Agreement. It is understood that the incentive payments are to be paid directly to the Property Owner regardless as to who owns and/or leases the properties provided the Property Owner is in compliance with all terms of this Agreement.

(E) Limitation on Reimbursement of City of Paducah property tax: The City's maximum liability to the Property Owner for reimbursement shall not exceed the total verified sum of all City real estate property tax revenues collected over a designated five (5) year period for Sonic Drive-In and Taco John's.

(F) This Agreement shall commence upon its execution by both the Parties and the reimbursement term shall begin on April 27, 2022 for a period of five (5) years terminating on April 27, 2027. This Agreement shall remain in full force and effect for the duration of the designated time period. At the end of the reimbursement term, this provision of this Agreement shall be null and void.

SECTION 3. SANITATION INCENTIVE:

(A) Under the terms of this Agreement, the City will provide both properties with free basic sanitation service, not to exceed ten thousand (\$10,000) dollars-worth of basic sanitation service, over a designated one (1) year period for each property.

(B) Basic sanitation service includes the regular, scheduled pick-up of roll-outs or dumpsters. Appliances, mattresses, brush and the like that requires special equipment or additional visits by Public Works personnel to retrieve said items will not be covered under this Agreement. Construction dumpsters shall not be covered under this agreement.

(C) It is understood that sanitation service may be transferred to another owner of the property or any lot within the annexed area for the duration of the one (1) year time frame.

(D) It is agreed and understood that the City of Paducah Public Works Department will track the total dollar value of basic sanitation service rendered for Sonic Drive-In and separately for Taco John's. In the event the total dollar value of basic sanitation service exceeds ten thousand (\$10,000) dollars within the one (1) year time frame on either or both properties, regular sanitation service fees will be added to the Property Owner's monthly water bill beginning on the month next following when the ten thousand (\$10,000) dollars were exceeded for the associated property.

(E) It is agreed and understood that in the event sanitation service cannot be provided by the City due to the type of refuse, volume of refuse or other contributing factors as determined by the City of Paducah Public Works Department and another disposal company is required, the fees generated by the disposal company will not be reimbursed.

(F) This Agreement shall commence upon its execution by both the Parties and the sanitation term shall begin on April 27, 2022 for a period of one (1) year terminating on April 27, 2023, unless the basic sanitation service exceeds ten thousand (\$10,000) dollars as stipulated herein. This Agreement shall remain in full force and effect for the duration of the designated time period. At the end of the sanitation service term, this provision of this Agreement shall be null and void.

SECTION 4. DEFAULT; REMEDIES: This Agreement may be terminated by the City, by written notice, in the event the Property Owner breaches any one or more of the terms and conditions set forth herein, including following all City ordinances and Planning & Zoning requirements and fails to cure said breach within a reasonable time after written notice thereof. This Agreement may be terminated by the Property Owner in the event the City fails to

reimburse the Property Owner on the terms and conditions set forth herein and fails to cure said breach within a reasonable time after written notice thereof by the Property Owner.

Upon a material breach of this Agreement by either party, the non-breaching party shall be entitled to all remedies provided by law nor shall the City's total liability ever exceed one hundred percent (100%) of the total real estate property tax paid to the City of Paducah as collected from Sonic Drive-In and Taco John's.

SECTION 5. NOTICES: Any written notices or requests required under the terms of this agreement shall be given to the following:

CITY:

City of Paducah
Attention: Director of Planning
300 South 5th Street
Paducah, KY 42003

PROPERTY OWNER:

The Overland Group
1598 Imperial Center; Suite 2008
West Plains, MO 65775

SECTION 6. AGREEMENT NULL AND VOID: This Agreement shall terminate, and otherwise become null and void, and neither party shall have any further liability to the other, if Sonic Drive-In and Taco John's described herein is not incorporated into the City by the Paducah Board of Commissioners or the Commonwealth of Kentucky through consensual annexation or, if for any reason, either property or both properties are de-annexed at any time.

SECTION 7. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements, promises, communications, representations, whether oral or written, by any employee, officer, or representative of either Party hereto. There are no promises, representations, covenants, undertakings, restrictions or conditions other than those expressly set forth herein. Any subsequent amendment hereto shall be in writing and executed by authorized representatives of both Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns, provided, however, that this Agreement shall not be transferred or assigned to a different property owner.

SECTION 8. SEVERABILITY: The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason, other provisions herein may be invalid or unenforceable, in whole or in part. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable as written, a court may interpret, construe, rewrite or revise such provision, to the fullest extent allowed by law, so as to make it valid and enforceable consistent with the intent of the Parties. In the event a court of competent jurisdiction finally determines that any portion of this Agreement is invalid or unenforceable as written, neither Party shall have any liability to the other as a result thereof.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the day and year first hereinabove written.

CITY OF PADUCAH:

By _____
George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

The Overland Group

By _____
RB Grisham

Agenda Action Form

Paducah City Commission

Meeting Date: April 26, 2022

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 \$48,241.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: Background Information:

Summary: Expansion of scope of professional services to include waterline design, utility company coordination, and construction inspection. BFW Engineering & Testing has proposed the following schedule of additional fees:

	24th St	25th St	
Water Line Design	\$ 4,500	\$ 5,000	
Utility Coordination	\$ 4,100	\$ 4,100	
Construction	<u>\$ 15,081</u>	<u>\$ 15,460</u>	
Inspection			
TOTAL NTE Fee	\$ 23,681	\$ 24,560	\$ 48,241
Increase			

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.

On September 28, 2021, Ordinance 2021-09-8704, 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.

BFW Engineering has submitted a Not To Exceed fee proposal modification in the amount of \$48,241.00 for 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 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 #2 and any associated documents. Authorization increases BFW's contract by \$48,241.00. The approval of the contract amendment will increase the total contract amount from \$266,275.00 to a Not To Exceed fee of \$314,516.00.

Attachments:

1. ORD - Contract Mod #2- BFW Engineering – 24th Street – S 25th Street Improvement
2. 24th 25th St. Contract Modification #2

ORDINANCE NO. 2022-04 _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 2 WITH BFW ENGINEERING & TESTING, INC. TO INCREASE THE CONTRACT BY \$48,241 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, on September 28, 2021, the City approved Ordinance No. 2021-09-8704, in the amount of \$106,500 for additional scope of design to provide additional professional services. This additional scope included fees of \$58,500 for BFW Engineering and \$48,000 additional for Strand & Associates as subcontractors to BFW Engineering; and

WHEREAS, BFW Engineering has submitted a Not To Exceed fee proposal in the amount of \$48,241 for additional scope of work to provide additional professional services as follows; and

Work	24 th Street	25 th Street	
Water Line Design	\$4,500	\$5,000	
Utility Coordination	\$4,100	\$4,100	
Construction Inspection	\$15,081	\$15,460	
TOTAL NTE Fee Increase	\$23,681	\$24,560	\$48,241

WHEREAS, Contract Modification No. 2 is required for an increase in the amount of \$48,241, adjusting the total construction project from \$266,275 to a Not To Exceed fee of \$314,516.

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 South 24th and South 25th Street Improvement Project for an increase in the amount not to exceed \$48,241, and a new total contract cost of \$314,516.

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 April 12, 2022

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\eng\Contract Mod #2- BFW Engineering – S 24th Street – S 25th Street Improvement



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

March 10, 2022

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

RE: REVISED SCOPE OF WORK & ENGINEERING FEE for water line relocation design; coordination with all impacted utility companies; construction inspection 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 WATER LINE DESIGN: Coordinate with Paducah Water Works to design and draft the plans for the relocation of conflicting water main, services and meters along 25th and 24th Streets. Coordinate with the KY Division of Water to acquire their approval of the plans.

BFW UTILITY COMPANY COORDINATION: BFW will work with Paducah Water, JSA, Atmos, AT&T, Comcast, and Paducah Power to coordinate any necessary relocation of existing utilities that were in conflict with the roadway improvement projects along 25th and 24th Streets.

BFW CONSTRUCTION INSPECTION SERVICES: Provide general overall construction observation. Inspect construction procedures, installation, and materials. Provide estimation of the installed quantities. Verify existing subgrade for acceptance according to the KYTC Specifications prior to installation of aggregate base. Verify asphalt thickness and placement temperatures during installation. Provide daily inspection reports to the owner.

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

	<u>24th St.</u>	<u>25th St.</u>
Water Line Design	\$ 4,500	\$ 5,000
Utility Company Coordination	\$ 4,100	\$ 4,100
Construction Inspection Services	\$ 15,081	\$ 15,460
 BFW Total Estimated Fee	 <u>\$ 23,681</u>	 <u>\$ 24,560</u>

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

Sincerely,

Mike McGregor PE, Project Manager
Bacon Farmer Workman Engineering & Testing, Inc.

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 – March 10, 2022

Mr. Rick Murphy, City Engineer

300 S. 5th St.

PO Box 2267

Paducah, KY 42002-2267

Signature

George Bray

Date

Name (Printed)

Mayor

Title

Agenda Action Form

Paducah City Commission

Meeting Date: April 26, 2022

Short Title: Approve of Construction Contract for Buckner Lane Bridge Replacement Project with Jim Smith Contracting, LLC in the amount of \$1,985,514.37 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: Summary: Approving construction contract with Jim Smith Contracting, LLC for the construction of a replacement structure for the Buckner Lane bridge over Crooked Creek and the installation of a new culvert under Oakcrest Drive, as well as, associated asphalt roadway widening and utility relocations. The project limits are between Hansen Road and Pecan Drive.

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 \$438,774.00 total bridge rehab cost with 75% Federal Share and 25% Non-Federal Share. FEMA has obligated \$329,081.00 in Federal funds for the Buckner Lane Bridge Replacement 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 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. On September 28, 2021, Ordinance 2021-09-8703 was approved to increase the scope to include additional stormwater mitigation using ARPA funding.

On March 23, 2022, the Engineering Department opened sealed bids for the Buckner Lane Bridge Replacement Project. BFW Engineering & Testing performed bid evaluation and recommended Jim Smith Contracting, LLC as submitting the lowest responsive bid at \$1,985,514.37. Two (2) bids were received as follows:

(1) Harold Coffey Construction: \$2,194,900.93

(2) Jim Smith Contracting: \$1,985,514.37

Currently, the project has existing funding to be used for engineering administration, construction oversight, and a portion for construction. In order to fully fund the project, the Finance Director is authorized to transfer \$1.7M from the ARPA Project Fund into the Buckner Lane Bridge Replacement Project Account (PF0078).

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

If yes, please list the Commission Priority: Stormwater mitigation

Communications Plan: Coordinate with Communication Manager for press releases and social media posts.

In person communication with affected property owners before, during and after the project.

Funds Available: Account Name: Buckner Lane Bridge Project

Account Number: PF0078

Staff Recommendation: To receive and file the bids and adopt an ordinance authorizing the Mayor to execute a contract with Jim Smith Contracting, LLC in the amount of \$1,985,514.37 for the Buckner Lane Bridge Replacement Project. Additionally, to authorize the Finance Director to transfer \$1.7M from the ARPA Project Fund into the Buckner Lane Bridge Replacement Project Account (PF0078).

Attachments:

1. ORD - agree- Jim Smith Contracting Buckner Lane Bridge Project - 2022

ORDINANCE NO. 2022-__ - _____

AN ORDINANCE ACCEPTING THE BID OF JIM SMITH CONTRACTING, LLC, IN THE AMOUNT OF \$1,985,514.37 FOR THE CONSTRUCTION OF A REPLACEMENT STRUCTURE FOR THE BUCKNER LANE BRIDGE OVER CROOKED CREEK, THE INSTALLATION OF A NEW CULVERT UNDER OAKCREST DRIVE, AND ASSOCIATED ASPHALT ROADWAY WIDENING AND UTILITY RELOCATIONS, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME, AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$1.7 MILLION FROM ARPA PROJECT ACCOUNT INTO THE BUCKNER LANE BRIDGE REPLACEMENT PROJECT ACCOUNT

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Jim Smith Contracting, LLC in the amount of \$1,985,514.37 for the Buckner Lane Bridge Replacement Project. BFW Engineering & Testing performed bid evaluation and recommended Jim Smith Contracting, LLC as submitting the lowest responsive bid, said bid being in substantial compliance with bid specifications, and advertisement for bids, as contained in the bid of Jim Smith Contracting, LLC, of March 23, 2022.

SECTION 2. That the Mayor is hereby authorized to execute a contract with Jim Smith Contracting, LLC for the Buckner Lane Bridge Replacement 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. That the Finance Director is hereby authorized and instructed to transfer \$1.7 Million from the ARPA Project Fund into the Buckner Lane Bridge Replacement Project Account (PF0078). The expenditure, authorized by Section 1 above, shall be charged to the Buckner Lane Bridge Replacement Project Account (PF0078).

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, April 12, 2022

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\eng\agree- Jim Smith Contracting Buckner Lane Bridge Project - 2022

Agenda Action Form

Paducah City Commission

Meeting Date: April 26, 2022

Short Title: Approve Contract Modification #1 of Flapgate Construction Contract with Jim Smith Contracting, LLC in the amount of (\$463,400.00) - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Rick Murphy

Presentation By: Rick Murphy

Background Information: Summary: Contract Modification #1 to Flapgate Construction Contract with Jim Smith Contracting, LLC in the amount of (\$463,400.00) due to a change in vendor supplying the materials required for this project, we are able to significantly reduce the total contract cost resulting in a final contract amount of \$1,688,600.00.

Background: On July 27, 2021, Ordinance 2021-07-8696 was approved by the Paducah Board of Commissioners to award a construction contract to Jim Smith Contracting, LLC in the amount of \$2,152,000.00 for the Floodwall Flapgate Replacement Project.

Due to supply chain issues, vendor non-responsiveness, and excessive cost of materials and items to fulfill the Buy American Act, the City issued a waiver of the Buy American Act to Jim Smith Contracting, LLC. The City consulted with the U.S. Army Corps of Engineers to verify authority to issue the waiver.

The Floodwall Flapgate Replacement Project is part of the larger US Army Corps of Engineers' Paducah Local Flood Protection Project (LFPP) System rehabilitation project. This approximately \$36M project involves the rehabilitation of all pump stations, discharge pipes, flapgates and other structures associated with the Paducah Local Flood Protection Project (LFPP) System.

The federal government is a 65% partner with the City contributing 35% to the total project. The Floodwall Flapgate Replacement Project is part of the City's in-kind match and counts toward the City's 35% project portion.

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

If yes, please list the Commission Priority: Stormwater mitigation

Communications Plan: Coordinate with Communication Manager for public announcements and social media posts.

Funds Available: Account Name: Flapgates

Account Number: FW0010

Staff Recommendation: Authorize and direct the Mayor to sign Contract Modification #1 with Jim Smith Contracting, LLC for the construction contract on Floodwall Flapgate Replacement Project in the amount of (\$463,400.00) with a final contract amount of \$1,688,600.00

Attachments:

1. ORD Contract Amend No. 1 – Jim Smith Contracting Flapgate Replacement Project
2. Paducah Flap Gate Revised Price Proposal

ORDINANCE NO. 2022-_____ - _____

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
CONTRACT MODIFICATION NO. 1 WITH JIM SMITH
CONTRACTING, LLC., FOR A DECREASE IN THE AMOUNT OF
\$463,400.00 FOR THE FLOODWALL FLAPGATE PROJECT**

WHEREAS, on July 27, 2021, the City Commission approved Ordinance No. 2021-07-8696 to authorize an agreement with Jim Smith Contracting in the amount of \$2,152,000 for the Paducah Floodwall Flapgate Replacement Project; and

WHEREAS, due to supply chain issues, vendor non-responsiveness, and excessive cost of materials and items to fulfill the Buy American Act, the City issued a waiver of the Buy American Act to Jim Smith Contracting, LLC; and

WHEREAS, the City of Paducah now desires to enter into Contract Modification #1 with Jim Smith Contracting, LLC to decrease the contract in an amount of \$463,400.00 with a final contract amount of \$1,688,600.00.

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

SECTION 1. The Mayor is hereby authorized to execute Contract Modification No.1 with Jim Smith Contracting, LLC to decrease the contract in an amount of \$463,400 with a resulting in a final contract amount of \$1,688,600.00.

SECTION 2. 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, April 12, 2022

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\eng\Contract Amend No. 1 – Jim Smith Contracting Flapgate Replacement Project

City of Paducah
Flood Protection Flap Gate Replacement

Contractor:
Jim Smith Contracting Co., LLC

Revised Price Proposal

ITEM	DESCRIPTION	Type	BATTER	UNIT	QTY	STATION	PLAN SET	CONTRACT		REVISED QTY	PROPOSED		CONTRACT
			ANGLE				PAGE	UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	CHANGE
1.	Flap Gate - 60"	F25	2.5°	EA	1	200+58A	01C-04	\$55,000.00	\$55,000.00	1	\$43,000.00	\$43,000.00	-\$12,000.00
2.	Sluice Gate - 15"	S25	-	EA	1	187+49A	01C-04	\$55,000.00	\$55,000.00	1	\$44,000.00	\$44,000.00	-\$11,000.00
3.	Flap Gate - 60"	F55	2.5°	EA	6	157+63A	01C-05	\$65,000.00	\$390,000.00	6	\$43,000.00	\$258,000.00	-\$132,000.00
4.	Flap Gate - 24"	F25	5°	EA	1	151+25A	01C-05	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00
5.	Flap Gate - 24"	F25	5°	EA	1	147+25A	01C-05	\$25,000.00	\$25,000.00	1	\$25,000.00	\$25,000.00	\$0.00
6.	Flap Gate - 24"	F25	5°	EA	1	144+00A	01C-05	\$25,000.00	\$25,000.00	1	\$25,000.00	\$25,000.00	\$0.00
7.	Flap Gate - 18"	F25	5°	EA	1	140+45A	01C-05	\$13,000.00	\$13,000.00	1	\$10,000.00	\$10,000.00	-\$3,000.00
8.	Flap Gate - 30"	F25	5°	EA	1	130+00A	01C-06	\$34,000.00	\$34,000.00	1	\$29,000.00	\$29,000.00	-\$5,000.00
9.	Flap Gate - 72"	F55	2.5°	EA	1	111+67A	01C-06	\$99,000.00	\$99,000.00	1	\$74,000.00	\$74,000.00	-\$25,000.00
10.	Flap Gate - 24"	F55	5°	EA	1	84-00A	01C-07	\$28,000.00	\$28,000.00	1	\$22,000.00	\$22,000.00	-\$6,000.00
11.	Sluice Gate - 24" in MH	S55	-	EA	1	175+40B	01C-09	\$61,000.00	\$61,000.00	1	\$48,000.00	\$48,000.00	-\$13,000.00
12.	Sluice Gate - 24" in MH	S25	-	EA	1	161+66B	01C-09	\$60,000.00	\$60,000.00	1	\$47,000.00	\$47,000.00	-\$13,000.00
13.	Sluice Gate - 18" in MH	S25	-	EA	1	149+69B	01C-09	\$54,000.00	\$54,000.00	1	\$44,000.00	\$44,000.00	-\$10,000.00
14.	Sluice Gate - 30" in MH	S25	-	EA	1	145+92B	01C-09	\$63,000.00	\$63,000.00	1	\$48,000.00	\$48,000.00	-\$15,000.00
15.	Sluice Gate - 24" in MH	S55	-	EA	1	145+61B	01C-09	\$55,000.00	\$55,000.00	1	\$41,000.00	\$41,000.00	-\$14,000.00
16.	Flap Gate - 36"	F25	5°	EA	1	128+61B	01C-10	\$35,000.00	\$35,000.00	1	\$29,000.00	\$29,000.00	-\$6,000.00
17.	Flap Gate - 20" in MH	F25	5°	EA	1	123+61B	01C-10	\$24,000.00	\$24,000.00	1	\$21,000.00	\$21,000.00	-\$3,000.00
18.	Flap Gate - 24" in MH	S25	-	EA	1	119+45B	01C-10	\$60,000.00	\$60,000.00	1	\$41,000.00	\$41,000.00	-\$19,000.00
19.	Flap Gate - 24" in MH	F55	5°	EA	1	115+26B	01C-10	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00
20.	Flap Gate - 54" in MH	F55	2.5°	EA	1	108+58B	01C-10	\$65,000.00	\$65,000.00	1	\$65,000.00	\$65,000.00	\$0.00
21.	Sluice Gate - 36" in MH	S25	-	EA	1	90+36B	01C-11	\$65,000.00	\$65,000.00	1	\$50,000.00	\$50,000.00	-\$15,000.00
22.	Flap Gate - 18"	F25	5°	EA	1	80+00B	01C-11	\$19,000.00	\$19,000.00	1	\$16,000.00	\$16,000.00	-\$3,000.00
23.	Flap Gate - 8", Outfall Pipe, and Headwall	F25	5°	EA	1	74+40B	01C-11	\$10,000.00	\$10,000.00	1	\$9,000.00	\$9,000.00	-\$1,000.00
24.	Flap Gate - 30" in MH	F55	5°	EA	1	69+86B	01C-12	\$37,000.00	\$37,000.00	1	\$30,000.00	\$30,000.00	-\$7,000.00
25.	Flap Gate - 24" in MH	F55	5°	EA	1	57+98B	01C-12	\$29,000.00	\$29,000.00	1	\$23,000.00	\$23,000.00	-\$6,000.00

Revised Price Proposal

ITEM	DESCRIPTION	Type	BATTER	UNIT	QTY	STATION	PLAN SET	CONTRACT		REVISED QTY	PROPOSED		CONTRACT
			ANGLE				PAGE	UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	CHANGE
26.	Flap Gate - 12" in MH	F25	5°	EA	1	28+49B	01C-12	\$17,000.00	\$17,000.00	1	\$15,000.00	\$15,000.00	-\$2,000.00
27.	Flap Gate - 66"	F55	2.5°	EA	1	19+11B	01C-13	\$85,000.00	\$85,000.00	1	\$62,000.00	\$62,000.00	-\$23,000.00
28.	Flap Gate - 18"	F55	5°	EA	1	7+54B	01C-13	\$22,000.00	\$22,000.00	1	\$16,000.00	\$16,000.00	-\$6,000.00
29.	Flap Gate - 36"	F55	5°	EA	1	291+75C	01C-14	\$43,000.00	\$43,000.00	1	\$33,000.00	\$33,000.00	-\$10,000.00
30.	Flap Gate - 36"	F55	5°	EA	1	254+06C	01C-15	\$43,000.00	\$43,000.00	1	\$33,000.00	\$33,000.00	-\$10,000.00
31.	Flap Gate - 30"	F25	5°	EA	1	244+65C	01C-15	\$33,000.00	\$33,000.00	1	\$28,000.00	\$28,000.00	-\$5,000.00
32.	Flap Gate - 36"	F25	5°	EA	1	224+17C	01C-16	\$35,000.00	\$35,000.00	1	\$29,000.00	\$29,000.00	-\$6,000.00
33.	Sluice Gate - 8" and MH lid	F25	-	EA	1	220+00C	01C-16	\$45,000.00	\$45,000.00	1	\$37,000.00	\$37,000.00	-\$8,000.00
34.	Flap Gate - 24"	F25	5°	EA	2	217+35C	01C-16	\$22,000.00	\$44,000.00	2	\$18,300.00	\$36,600.00	-\$7,400.00
35.	Flap Gate - 36"	F25	5°	EA	1	206+90C	01C-16	\$21,000.00	\$21,000.00	1	\$15,000.00	\$15,000.00	-\$6,000.00
36.	Flap Gate - 24"	F25	5°	EA	1	200+55C	01C-17	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00
37.	Flap Gate - 24"	F25	5°	EA	1	199+80C	01C-17	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00
38.	Flap Gate - 48"	F25	2.5°	EA	1	176+90C	01C-17	\$50,000.00	\$50,000.00	1	\$39,000.00	\$39,000.00	-\$11,000.00
39.	Flap Gate - 24"	F25	5°	EA	1	176+47C	01C-18	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00
40.	Flap Gate - 24"	F25	5°	EA	1	172+08C	01C-18	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00
41.	Flap Gate - 48"	F25	2.5°	EA	1	128+80C	01C-19	\$50,000.00	\$50,000.00	1	\$50,000.00	\$50,000.00	\$0.00
42.	Flap Gate - 48"	F25	2.5°	EA	2	92+70C	01C-20	\$48,000.00	\$96,000.00	2	\$37,000.00	\$74,000.00	-\$22,000.00
43.	Flap Gate - 36"	F25	5°	EA	1	51+28C	01C-22	\$33,000.00	\$33,000.00	1	\$29,000.00	\$29,000.00	-\$4,000.00
44.	Bonds and Insurance	-	-	LS	1	-	-	\$24,000.00	\$24,000.00	1	\$24,000.00	\$24,000.00	\$0.00
TOTALS								\$2,152,000.00		\$1,688,600.00		-\$463,400.00	

Agenda Action Form

Paducah City Commission

Meeting Date: April 26, 2022

Short Title: Approve Consensual Annexation of 5250 & 5266 US Highway 60 West - **J SOMMER**

Category: Ordinance

Staff Work By: Nicholas Hutchison, Josh Sommer

Presentation By: Josh Sommer

Background Information: The Overland Group has requested consensual annexation into the City of Paducah for the above-referenced addresses. These properties are the Sonic Drive-In, Taco John's and a portion of US 60 ROW. They intend to take advantage of the City of Paducah Real Estate Property Tax reimbursement and the Sanitation Pick-up incentives.

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

If yes, please list the Commission Priority: It aligns with the Community Growth Priority

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval of the consensual annexation

Attachments:

1. ORD Annex - Consensual 5250 and 5266 U.S. Highway 60 West
2. REVISED LEGAL DESCRIPTION
3. REVISED TACO JOHN ANNEXATION
4. Signed Annexation request

ORDINANCE NO. 2022-__ - _____

AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY ANNEXING CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS

WHEREAS, the property, approximately 1.526 acres of land located at 5250 U. S. Highway 60 West, and 5266 U. S. Highway 60 west, is contiguous to the boundaries of the City of Paducah and particularly and accurately set out in the legal description below; and

WHEREAS, said property is suitable for development for urban purposes without unreasonable delay because of population density, commercial, industrial, or governmental use of land, or subdivision of land; and

WHEREAS, said property does not include any territory that is already within the jurisdiction of another incorporated city, or another county; and

WHEREAS, said property is not part of an agricultural district formed pursuant to KRS 262.850(10); and

WHEREAS, the owners of said property, The Overland Group, has requested said consensual annexation in writing to the Board of Commissioners, and they intend to take advantage of the City of Paducah Real Estate Property Tax reimbursement and the Sanitation Pick-up incentives; and

WHEREAS, pursuant to KRS 81A.412, a city may annex any area that meets the requirements of KRS 81A.410 if each of the landowners in the area to be annexed gives prior written consent to the annexation; and

WHEREAS, the City of Paducah now wishes to enact a single ordinance annexing the land described herein.

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

SECTION 1. The City of Paducah, Kentucky, annexes into the corporate limits and makes a part of the City of Paducah, Kentucky, said real property being more particularly and accurately described as follows:

LEGAL DESCRIPTION
OF TRACTS A, B AND C
1.526 ACRES TO BE ANNEXED

Lying on the Southerly side of U.S. Highway 60 and being the DGW Investments property recorded in Deed Book 1339, page 174 and the Store Master Funding XIV LLC Property recorded in Deed Book 1357, page 377, McCracken County Court Clerk's office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½” rebar with cap 2900 in the Southerly right-of-way line of U.S. Highway 60 at the Northeasterly corner of the DGW Investments property per Deed Book 1339, page 174 and the Northwesterly corner of the Banterra Bank property per Deed Book 945, page 521 and at a corner to the existing Corporate Limits to the City of Paducah, said point being S 72°55’00” W as measured along the Southerly right-of-way line of said U.S. Highway 60 a distance of 178.40 feet from an existing ½” rebar with cap (illegible) at its intersection with the Westerly right-of-way line of Olivet Church Road; THENCE FROM SAID POINT OF BEGINNING Southeastwardly with the Easterly line of said DGW Investments Property per Deed Book 1339, page 174 and the City of Paducah Corporate Limits for the following 2 calls: S 8°50’39” E 99.63 feet to an existing ½” rebar with cap 2900; and S 16°18’02” E 100.01 feet to an existing concrete monument (broken and disturbed) at the Southwesterly corner of aforesaid Banterra Bank property per Deed Book 945, page 521 and a corner to aforesaid Corporate Limits to the City of Paducah; thence S 20°00’42” W and continuing with the Easterly line of said DGW Investments property per Deed Book 1339, page 174, a distance of 76.38 feet to a ½” rebar with cap 3861 set at the Southeasterly corner thereof; thence N 83°01’09” W with the Southerly line of said DGW Investments property 153.42 feet to an existing ½” rebar with cap 2105 at the Southwesterly corner thereof and the Southeasterly corner of the Store Master Funding XIV LLC property per Deed Book 1357, page 377; thence N 82°57’24” W with the Southerly line of said Store Master Funding XIV LLC property 178.14 feet to an existing ½” rebar with cap 2900 at the Southwesterly corner thereof; thence N 5°21’17” E with the West line of said Store Master Funding XIV LLC property 135.48 feet to an existing ½” rebar with cap 3445 at the Northwest corner thereof and in the Southerly right-of-way line of aforesaid U.S. Highway 60 and aforesaid Corporate Limits to the City of Paducah; thence N 73°14’00” E with the Southerly right-of-way line of said U.S. Highway 60 and said City of Paducah Corporate Limits line 139.10 feet to an existing ½” rebar with cap 2900 at the Northeast corner of said Store Master Funding XIV LLC property and the Northwest corner of aforesaid DGW Investments property per Deed Book 1339, page 174; thence N 73°00’57” E and continuing with said Southerly right-of-way line and said Corporate Limits to City of Paducah 9.25 feet to a ½” rebar with cap 3861 set at an angle point in said Southerly right-of-way line; thence N 73°00’56” E and leaving said Southerly right-of-way line and also continuing with said corporate limits line to the City of Paducah 51.95 feet to a mag nail with washer 3861 set in said Southerly right-of-way line to U.S. Highway 60 that is 112 feet tangent and Southeastwardly therefrom centerline Highway Station 324+80; thence N 73°00’57” E and continuing with the Southerly right-of-way line of said U.S. Highway 60 and said Corporate Limits to City of Paducah 112.36 feet to the Point of beginning and containing 1.526 Acres and shown as Tracts A, B, and C on “Annexation Plat for Store Master Funding XIV LLC, DGW Investments and Commonwealth of Kentucky” dated March 31, 2022.

SECTION 2. The City of Paducah hereby declares it desirable to annex the property described in Section 1 above.

SECTION 3. If any section or portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, that section or portion shall be deemed severable and shall not affect the validity of the remaining sections of the ordinance.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 5. 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, April 12, 2022

Adopted by the Board of Commissioners, _____

Recorded by Paducah City Clerk, _____

Published by The Paducah Sun, _____

ORD\Plan\Annex – Consensual 5250 and 5266 U.S. Highway 60 West

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of Ordinance 2022-_____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

WITNESS, my hand and seal of the City of Paducah, this _____ day of _____, 2022.

Lindsay Parish, City Clerk



SITEWORX SURVEY & DESIGN, LLC

124 SOUTH 31ST STREET, PADUCAH, KY 42001

(270) 443-8491 FAX (270) 443-8494

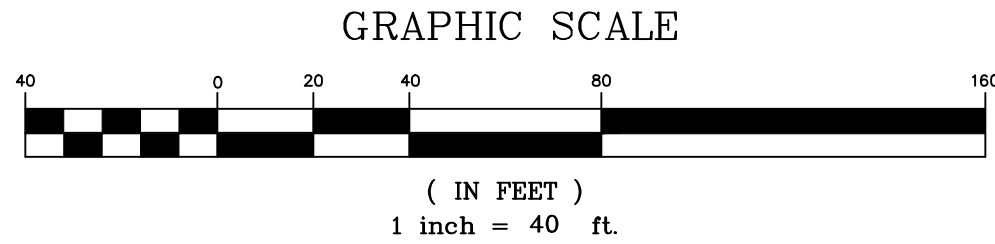
LEGAL DESCRIPTION

OF TRACTS A, B AND C

1.526 ACRES TO BE ANNEXED

Lying on the Southerly side of U.S. Highway 60 and being the DGW Investments property recorded in Deed Book 1339, page 174 and the Store Master Funding XIV LLC Property recorded in Deed Book 1357, page 377, McCracken County Court Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

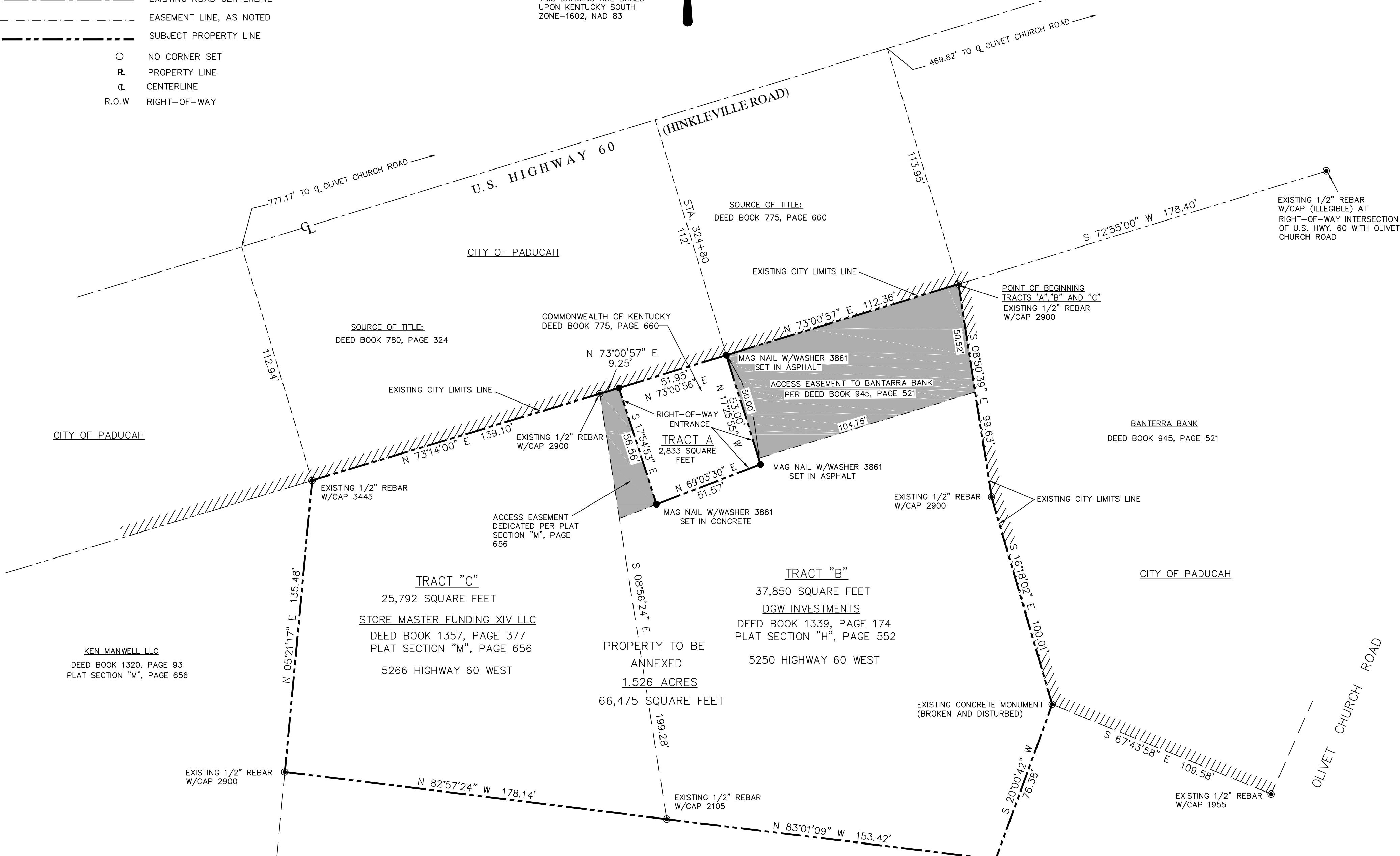
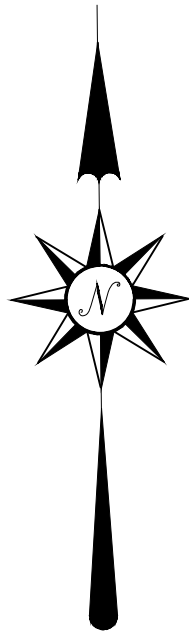
Beginning at an existing ½" rebar with cap 2900 in the Southerly right-of-way line of U.S. Highway 60 at the Northeasterly corner of the DGW Investments property per Deed Book 1339, page 174 and the Northwesterly corner of the Banterra Bank property per Deed Book 945, page 521 and at a corner to the existing Corporate Limits to the City of Paducah, said point being S 72°55'00" W as measured along the Southerly right-of-way line of said U.S. Highway 60 a distance of 178.40 feet from an existing ½" rebar with cap (illegible) at its intersection with the Westerly right-of-way line of Olivet Church Road; THENCE FROM SAID POINT OF BEGINNING Southeastwardly with the Easterly line of said DGW Investments Property per Deed Book 1339, page 174 and the City of Paducah Corporate Limits for the following 2 calls: S 8°50'39" E 99.63 feet to an existing ½" rebar with cap 2900; and S 16°18'02" E 100.01 feet to an existing concrete monument (broken and disturbed) at the Southwesterly corner of aforesaid Banterra Bank property per Deed Book 945, page 521 and a corner to aforesaid Corporate Limits to the City of Paducah; thence S 20°00'42" W and continuing with the Easterly line of said DGW Investments property per Deed Book 1339, page 174, a distance of 76.38 feet to a ½" rebar with cap 3861 set at the Southeasterly corner thereof: thence N 83°01'09" W with the Southerly line of said DGW Investments property 153.42 feet to an existing ½" rebar with cap 2105 at the Southwesterly corner thereof and the Southeasterly corner of the Store Master Funding XIV LLC property per Deed Book 1357, page 377; thence N 82°57'24" W with the Southerly line of said Store Master Funding XIV LLC property 178.14 feet to an existing ½" rebar with cap 2900 at the Southwesterly corner thereof; thence N 5°21'17" E with the West line of said Store Master Funding XIV LLC property 135.48 feet to an existing ½" rebar with cap 3445 at the Northwest corner thereof and in the Southerly right-of-way line of aforesaid U.S. Highway 60 and aforesaid Corporate Limits to the City of Paducah; thence N 73°14'00" E with the Southerly right-of-way line of said U.S. Highway 60 and said City of Paducah Corporate Limits line 139.10 feet to an existing ½" rebar with cap 2900 at the Northeast corner of said Store Master Funding XIV LLC property and the Northwest corner of aforesaid DGW Investments property per Deed Book 1339, page 174; thence N 73°00'57" E and continuing with said Southerly right-of-way line and said Corporate Limits to City of Paducah 9.25 feet to a ½" rebar with cap 3861 set at an angle point in said Southerly right-of-way line; thence N 73°00'56" E and leaving said Southerly right-of-way line and also continuing with said corporate limits line to the City of Paducah 51.95 feet to a mag nail with washer 3861 set in said Southerly right-of-way line to U.S. Highway 60 that is 112 feet tangent and Southeastwardly therefrom centerline Highway Station 324+80; thence N 73°00'57" E and continuing with the Southerly right-of-way line of said U.S. Highway 60 and said Corporate Limits to City of Paducah 112.36 feet to the Point of beginning and containing 1.526 Acres and shown as Tracts A, B, and C on "Annexation Plat for Store Master Funding XIV LLC, DGW Investments and Commonwealth of Kentucky" dated March 31, 2022.



LEGEND

- STEEL ROD, 1/2"x24" WITH PLASTIC CAP STAMPED "3861" SET AT TIME OF SURVEY UNLESS NOTED.
- ⊙ PROPERTY CORNER FOUND
- CONCRETE MONUMENT FOUND
- - - EXISTING ROAD CENTERLINE
- . - . EASEMENT LINE, AS NOTED
- - - SUBJECT PROPERTY LINE
- NO CORNER SET
- RL PROPERTY LINE
- CL CENTERLINE
- R.O.W RIGHT-OF-WAY

BASIS OF BEARINGS:
ALL BEARINGS SHOWN ON
THIS DRAWING ARE BASED
UPON KENTUCKY SOUTH
ZONE-1602, NAD 83



SURVEYOR'S CERTIFICATE

CITY OF PADUCAH
300 SOUTH 57TH STREET
P.O. BOX 2267
PADUCAH, KENTUCKY 42002-2267

I HEREBY CERTIFY THAT THE SURVEY DEPICTED BY THIS PLAT WAS DONE BY PERSONS UNDER MY DIRECT SUPERVISION. THE SURVEY AS SHOWN HEREON IS A CLASS "URBAN" SURVEY AND THE ACCURACY AND PRECISION OF SAID SURVEY MEETS ALL SPECIFICATIONS OF THIS CLASS.

THIS PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS BY THE METHOD OF RANDOM TRAVERSE WITH SIDESHOTS HAVING AN UNADJUSTED CLOSURE RATIO OF 1:311.742 WITH NO ADJUSTMENT OF THE ANGULAR AND LINEAR DIMENSIONS HEREON INDICATED, FOR AN URBAN SURVEY AS DEFINED BY THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN KENTUCKY. THE INFORMATION SHOWN BY THIS PLAT BEING TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FEBRUARY 25, 2022
DATE OF SURVEY COMPLETION

STEPHEN CHINO DATE
KENTUCKY PROFESSIONAL LAND SURVEYOR #3861

CERTIFICATE OF RECORDING

"STATE OF KENTUCKY, COUNTY OF McCRACKEN"

I, _____, CLERK FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATE IN MY OFFICE.
GIVEN UNDER MY HAND AND SEAL THIS THE _____ DAY OF _____, 20____
BY _____ DC

CLERK
RECORDED IN PLAT SECTION _____ PAGE _____

CERTIFICATE OF ACKNOWLEDGMENT

I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS THIS DAY PRESENTED TO ME BY _____, KNOWN TO ME, TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.
WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, _____
MY COMMISSION EXPIRES ON THE _____ DAY OF _____, _____

OWNERS CERTIFICATE

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF ANNEXATION WITH MY (OUR) FREE CONSENT.

OWNER DATE
OWNER DATE

GENERAL NOTES

FLOOD NOTE:
THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FLOOD INSURANCE RATE MAP FOR McCRACKEN COUNTY - PANEL NUMBER 21145C0129F, DATED NOVEMBER 2, 2011.

SOURCE OF TITLE:
McCRACKEN COUNTY KENTUCKY COURT CLERKS OFFICE
DEED BOOK 1357, PAGE 377
DEED BOOK 1339, PAGE 174
DEED BOOK 775, PAGE 660
PLAT SECTION "H", PAGE 552
PLAT SECTION "M", PAGE 656

OWNERS:
STORE MASTER FUNDING XIV LLC
C/O NORTH FORK HOLDINGS LLC
1598 IMPERIAL CENTER
SUITE 2008
WEST PLAINS, MO. 65775

CLIENT:
CITY OF PADUCAH
300 SOUTH 5TH STREET
P.O. BOX 2267
PADUCAH, KENTUCKY 42002-2267

DGW INVESTMENTS
1598 IMPERIAL CENTER
SUITE 2008
WEST PLAINS, MO. 65775

SANITARY SEWER & PUBLIC WATER NOTE:

SUBJECT PROPERTY IS SERVED WITH SANITARY SEWERS BY PADUCAH-McCRACKEN JOINT SEWER AGENCY.

SUBJECT PROPERTY IS SERVED BY PADUCAH WATER.

THERE WERE NO CEMETERIES OR GRAVE SITES FOUND DURING INSPECTION OF THIS PROPERTY DURING THIS SURVEY.

PROPERTY ZONE:
THE PROPERTY SHOWN HEREON IS ZONED COMMERCIAL, BY THE McCRACKEN COUNTY ZONING ORDINANCE.
MINIMUM YARD REQUIREMENTS ARE AS FOLLOWS:

FRONT YARD: 50 FEET
SIDE YARD: 8 FEET
REAR YARD: 25 FEET
MINIMUM AREA REQUIREMENTS
MINIMUM LOT AREA: 7,500 SQUARE FEET

THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY TO OBTAIN AND SHOW RIGHTS OF WAY, EASEMENTS, AND RESTRICTIONS PERTAINING TO THIS PROPERTY, HOWEVER THIS SURVEY IS SUBJECT TO THE FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.

MAYOR'S CERTIFICATE OF DEDICATION APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 81A OF THE KENTUCKY REVISED STATUTES: I, _____ MAYOR, ON BEHALF OF THE CITY OF PADUCAH, HEREBY CERTIFY THAT THE PROPOSED PLAT OF ANNEXATION S SHOWN HEREON HAS BEEN FOUND TO BE BENEFICIAL TO THE PUBLIC INTEREST AND IS ACCEPTED BY THE CITY OF PADUCAH, KENTUCKY IN ACCORDANCE WITH ORDINANCE _____ ADOPTED AT A MEETING HELD ON _____

MAYOR, CITY OF PADUCAH

ANNEXATION PLAT

THE PLAT OF SURVEY SHOWN HEREON REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150

PROPERTY OF:
STORE MASTER FUNDING XIV LLC, DGW INVESTMENTS & COMMONWEALTH OF KENTUCKY
LOCATED AT: 5266 AND 5250 HIGHWAY 60 WEST
PADUCAH, McCRACKEN COUNTY, KENTUCKY

PROJECT NO.: 22002
DATE: 3/31/2022
DRAWN BY: DG
CHECKED BY: SCC
REV. DESCRIPTION

SHEET

1

OF 1

siteWORX
SURVEY & DESIGN, LLC

124 South 31st Street - Paducah, KY 42001 - Ph: (270) 443-8491
www.siteworxdesign.com

ALL RIGHTS RESERVED - SURVEYOR & DESIGN, LLC. RESERVES ALL RIGHTS TO THE INFORMATION SHOWN HEREON. THESE PLANS MAY NOT BE REPRODUCED OR COPIED WITHOUT THE EXPRESS WRITTEN CONSENT OF SURVEYOR & DESIGN, LLC.

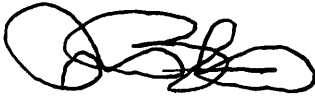
January 19, 2022

City of Paducah Planning Department
Attn: Joshua P. Sommer
300 South 5th Street
Paducah, KY 42003

Re: Annexation request

Dear Josh:

The Overland Group is requesting annexation of 5250 US Highway 60 West (Sonic) and 5266 US Highway 60 West (Taco John's) into the City of Paducah, pursuant to KRS 81A.412. Both parcels total approximately 66,175 square feet and meet the requirement of KRS 81A.410. We request to utilize the sanitation and City of Paducah property tax incentives. It is further requested that both parcels be zoned Highway Business Zone (HBZ) by the Paducah Planning Commission upon annexation.

A handwritten signature in black ink, appearing to be "RB Grisham", written over a horizontal line.

Thank you,

RB Grisham
The Overland Group

Agenda Action Form

Paducah City Commission

Meeting Date: April 26, 2022

Short Title: FY2022 Budget Amendment in the amount of \$3 Million to allocate funding and authorize payment for the Airport Terminal Project from the 2020A GOB Bond Proceeds - **D JORDAN**

Category: Ordinance

Staff Work By: Lindsay Parish, Jonathan Perkins, Daron Jordan

Presentation By: Daron Jordan

Background Information: The Board of Commissioners approved Ordinance No. 2021-08-8701 which authorized an Interlocal Agreement with McCracken County and the Barkley Regional Airport to make a local share payment in an anticipated amount of \$2.9 million (but not exceeding \$3 million) for the Barkley Regional Airport Terminal Project. This ordinance authorizes a budget amendment to move funding from the 2020A GOB Bond Proceeds into the Capital Improvement Project Fund (Airport Terminal Project) and authorizes the Finance Director to make said payment to the Barkley Regional Airport in accordance with said Interlocal Agreement from the Airport Terminal Project account upon receipt of required documentation from the Barkley Regional Airport.

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

If yes, please list the Commission Priority: 2021 Priority - Airport

Communications Plan:

Funds Available: Account Name: Capital Improvement Projects - Airport Terminal

Account Number: ED0XXX

Staff Recommendation: Approval.

Attachments:

1. ORD budget amend 2021-22 - April 2022 – Barkley Regional Airport Terminal

ORDINANCE NO. 2022-____ - _____

AN ORDINANCE AMENDING ORDINANCE NO. 2021-06-8692, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2021, THROUGH JUNE 30, 2022, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT” AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR THE BARKLEY REGIONAL AIRPORT TERMINAL PROJECT

WHEREAS, the Board of Commissioners approved Ordinance No. 2021-08-8701 which authorized an Interlocal Agreement with McCracken County and the Barkley Regional Airport (hereafter “Interlocal Agreement”) to make a local share payment in an anticipated amount of \$2.9 million and not to exceed \$3 million for the Barkley Regional Airport Terminal Project.; and

WHEREAS, KRS prohibits expenses to exceed the budget in any department and it is therefore necessary to amend the City’s FY2022 budget.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2021, and ending June 30, 2022, as adopted by Ordinance No. 2021-06-8692, be amended by the following re-appropriations:

- Transfer \$3,000,000 from the 2020A GOB Bond Proceeds to the Capital Improvement Project Fund (Airport Terminal Project)

SECTION 2. That the Finance Director is hereby authorized to make payment to the Barkley Regional Airport in accordance with the Interlocal Agreement from the Airport Terminal Project Account.

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, April 12, 2022

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\finance\budget amend 2021-22 - April 2022 – Barkley Regional Airport Terminal

Agenda Action Form

Paducah City Commission

Meeting Date: April 26, 2022

Short Title: FY2022 Budget Amendment in the amount of \$600,000 from Investment Fund Fund Balance Reserve to be used for City Facilities Improvements (PF0079) - **D JORDAN**

Category: Ordinance

Staff Work By: Daron Jordan, Jonathan Perkins, Michelle Smolen

Presentation By: Daron Jordan

Background Information: With the FY2022 budget, the City Commission appropriated \$200,000 to the '*City Facilities Improvement Project (PF0079)*' set aside for future use for major facility improvements. In order to make such improvements, sufficient funds must be accumulated. Future budgets will likely contain additional annual funding, but may take many years to be of sufficient value to take on major improvement projects. To further enhance the project's available balance, it is recommended that \$600,000 from the Investment Fund be transferred to this project funded with FY2022 Investment Fund reserves. Such a transfer would bring the project's balance to \$800,000.

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

If yes, please list the Commission Priority: CI - Facilities

Communications Plan:

Funds Available: Account Name: Investment Fund to City Improvements Project

Account Number: PF0079

Staff Recommendation: Staff recommends for approval to amend the FY2022 Investment Fund budget by moving \$600,000 from Fund Balance Reserves to the City Improvement project (PF0079).

Attachments:

1. budget amend 2021-22 - April 2022 – City Facilities

ORDINANCE NO. 2022-____ - _____

AN ORDINANCE AMENDING ORDINANCE NO. 2021-06-8692, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2021, THROUGH JUNE 30, 2022, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT”

WHEREAS, FY2022 budget appropriated \$200,000 to the City Facilities Improvement Project Account PF0079 for future use for major facility improvements; and

WHEREAS, in order to make city facility improvements, sufficient funds must be accumulated; and

WHEREAS, to further enhance the project's available balance, the City Commission desires to approve a budget amendment to transfer \$600,000 from the Investment Fund to said project funded with FY2022 Investment Fund reserves, bringing the total project balance to \$800,000; and

WHEREAS, KRS prohibits expenses to exceed the budget in any department and it is therefore necessary to amend the City’s FY2022 budget.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2021, and ending June 30, 2022, as adopted by Ordinance No. 2021-06-8692, be amended by the following re-appropriations:

- Transfer \$600,000 from Fund Balance Reserves to the City Improvement Project (PF0079).

SECTION 2. 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, April 12, 2022

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\\finance\\budget amend 2021-22 - April 2022 – City Facilities