**CITY COMMISSION MEETING**
**AGENDA FOR MAY 27, 2025**
**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**

**PUBLIC COMMENTS**

**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.*

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|---|---|---|---|
| | **I.** | **CONSENT AGENDA** | |
| | | A. | Approve Minutes for May 13, 2025, Board of Commissioners Meeting |
| | | B. | Receive & File Documents |
| | | C. | Personnel Actions |
| | | D. | Reappointment of William W. Cox, Jr. and Mark Davis and Appointment of Leigh Ann Ballegeer to the Paducah Area Transit System |
| | | E. | Approve Payment of $45,232.04 to Xylem Dewatering Solutions, Inc. for Emergency Pump Rental during the 2025 Flood - **G. GUEBERT** |
| | | F. | Authorize Payment to Clean Earth, Inc. in an amount of $56,162.89 for Household Hazardous & Electronic Waste Collected during 2025 Clean-Up Day - **C. YARBER** |
| | | G. | Contract Modification w/Tyler Technologies for Emergency Networking - **S. KYLE** |
| | **II.** | **MUNICIPAL ORDER(S)** | |

| | | | |
|---|---|---|---|
| | | A. | Authorize property transfer of 2 acres located at 2400 Brooks Stadium Drive to Paducah Public Schools for the construction of a softball field and stadium for the middle and high school softball programs - **D. JORDAN** |
| | | B. | Authorize a contract with Paducah Main Street, LLC - **C. GAULT** |
| | **III.** | **<u>ORDINANCE(S) - ADOPTION</u>** | |
| | | A. | Contract for Professional Services with HDR, Inc. for a Not-to-Exceed cost of $185,000.00 for Alternatives Analysis for USACE Reevaluation of Permit #LRL-2008-1267-A - **G. GUEBERT** |
| | | B. | Repeal Chapter 2 Division 15 of the Code of Ordinances related to Main Street - **C. GAULT** |
| | **IV.** | **<u>ORDINANCE(S) - INTRODUCTION</u>** | |
| | | A. | Budget Ordinance - FY2026 -- July 1, 2025 to June 30, 2026 - **J. PERKINS** |
| | **V.** | **<u>COMMENTS</u>** | |
| | | A. | Comments from the City Manager |
| | | B. | Comments from the Board of Commissioners |
| | **VI.** | **<u>EXECUTIVE SESSION</u>** | |

May 13, 2025

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, May 13, 2025, 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 Assistant City Clerk, Claudia Meeks, the following the following answered to their names: Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5).

## INVOCATION

Commissioner Henderson led the Invocation.

## PLEDGE OF ALLEGIANCE

The Mayor led the pledge.

## PROCLAMATIONS

- Mayor Bray presented a Proclamation to Chief Brian Laird and several members of the Paducah Police Department proclaiming May 11-17 National Police Week and May 15 Peace Officers Memorial Day
- Mayor Bray presented a Proclamation to Julie Harris of the Propeller Club of Paducah proclaiming May 22 National Maritime Day.

## PRESENTATION

Staci Drake, Co-Chair of the Civic Beautification Board, presented the following 2025 Dogwood Trail Winners:

- ***Dolly McNutt Award –*** Lisa Massey, 1919 Jefferson Street
- ***Baby Dogwood Award –*** Monica Feiler – 300 Forest Circle
- Andrea Higdon – 230 N. 38th Street
- Nic and Amanda Hutchison – 203 Cedar
- John Graveline – 410 North 5th Street
- Karin and Rick Ahrens – 503 North 7th Street
- Tara Wise Sawvel – 3644 Drury Lane
- Tommy and Ashley Jones – 1753 Jefferson Street
- Julie Jaeger – 2502 Jefferson
- ***OFF-TRAIL AWARDS –*** Toni Hanson 2832 Washington and Brandi Groves, 3437 Forest Circle

## PUBLIC COMMENTS

- Clay Norton made comments regarding the riverboat not being able to dock when the water was high and the floodgates were up on Broadway.
- Bonnie Koblitz made comments about Ordinance 98-6 infringing on citizens' right to free assembly.

- William Joyce, a resident of Lydon Road in McCracken County, made comments about the recent flooding and the need for better communication between the City and County.

## CONSENT AGENDA

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

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|---|---|
| I(A) | Approve Minutes for the April 21, 2025, Board of Commissioners meeting. |
| I(B) | Receive and File Documents:<br>*Minute File:*<br>1. City of Paducah/McCracken County Joint Comprehensive Plan (digital copy can be found in LaserFiche) – ORD 2025-01-8835<br>2. Letter from Collins & Company Re: Defense of Counterclaim - Rains Group v. City of Paducah<br>*Deed File:*<br>1. Deed in Lieu of Foreclosure – KBD Rentals – City of Paducah – 854 Main Street – MO #2997<br>2. Deed of Conveyance – City of Paducah to Paducah Alliance of Neighbors – 1131 Tennessee Street – MO #3014<br>3. Quitclaim Deed – Street Closure – North Third Street – ORD 2025-03-8836<br>*Contract File:*<br>1. Contract For Services with Avanti Restaurant Solutions – Food Service Equipment - Paducah Sports Park - MO #3007<br>2. Contract with Peck, Flannery, Gream Warrant (PFGW) for Paducah Sports Park Design Package – MO #3023<br>3. Contract Agreement with TESCO Solutions – MO #3034<br>*Bids and Proposals File:*<br>1. Rewiring of data cabling in City Hall<br>a. TESCO Solutions * Bid Awarded – MO #3034<br>b. Total Tech Solutions |
| I(C) | Personnel Actions |
| I(D) | Reappointment of J. P. Kelly and Joint Reappointment of Charles Leon Owen to the Paducah-McCracken County Industrial Development Authority (IDA). Said terms shall expire March 31, 2029. |
| I(E) | A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO AT&T IN THE AMOUNT OF $180,000 FOR A VESTA 911 PHONE UPGRADE **(MO #3039, BK 14)** |
| I(F) | A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A PARTICIPATING ADDENDUM WITH NASPO VALUEPOINT FOR COOPERATIVE PURCHASING AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO XYBIX IN THE AMOUNT OF $40,170.18 FOR THE PURCHASE OF TWO DISPATCH CONSOLES **(MO #3040, BK 14)** |
| I(G) | A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO INITIATE A REQUEST FOR PROPOSALS FOR A NON-EXCLUSIVE CABLE FRANCHISE IN THE CITY OF PADUCAH **(MO #3041, BK 14)** |

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|---|---|
| I(H) | A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A BODY ARMOUR GRANT THROUGH THE KENTUCKY OFFICE OF THE ATTORNEY GENERAL IN THE AMOUNT OF $245,322, TO PURCHASE MULTI CURVE PLATES, PLAT CARRIERS, SHIELDS AND HELMETS FOR THE PADUCAH POLICE DEPARTMENT SWAT PROGRAM, AND BALLISTIC HELMETS AND FOUR SIFT ARMOR VESTS FOR PATROL OFFICERS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME **(MO #3042, BK 14)** |
| I(I) | ~~A MUNICIPAL ORDER ACCEPTING THE BID OF VESTIS SERVICES, LLC, FOR UNIFORM SERVICES FOR USE BY THE PUBLIC WORKS DEPARTMENT, ENGINEERING DEPARTMENT, AND PARKS DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME~~ **COMMISSIONER SMITH REQUESTED REMOVAL FOR SEPARATE DISCUSSION** |
| I(J) | A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF RADIOS AND ACCESSORIES FROM COMMUNICATIONS INTERNATIONAL IN THE TOTAL AMOUNT OF $255,025.98 TO BE USED BY THE PADUCAH FIRE DEPARTMENT AND 911 COMMUNICATIONS CENTER **(MO #3044, BK 14)** |
| I(K) | A MUNICIPAL ORDER AUTHORIZING SEAMAN'S CHURCH INSTITUTE OF NEW YORK AND NEW JERSEY TO ENTER INTO A SUBLEASE WITH RELIANT MARITIME SOLUTIONS, LLC. FOR A PORTION OF THE PROPERTY LOCATED AT 129 WATER STREET **(MO #3045, BK 14)** |
| I(L) | MUNICIPAL ORDER AUTHORIZING THE ACCEPTANCE OF A CRUMB RUBBER GRANT IN THE AMOUNT OF $31,600 THROUGH THE KENTUCKY DEPARTMENT OF WASTE MANAGEMENT FOR POUR IN PLACE RUBBER SURFACING AT KEILER PARK, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME **(MO #3046, BK 14)** |

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

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

## MUNICIPAL ORDERS

### CONTRACT WITH VESTIS SERVICES, LLC, FOR UNIFORM SERVICES

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER ACCEPTING THE BID OF VESTIS SERVICES, LLC, FOR UNIFORM SERVICES FOR USE BY THE PUBLIC WORKS DEPARTMENT, ENGINEERING DEPARTMENT, AND PARKS DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME."

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(MO #3043, BK 14)**

**AUTHORIZE THE CITY TO RELEASE THE APPLICATION FOR THE PAUL BRUHN GRANT SUBAWARDS**

Commissioner Thomas offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, ""A MUNICIPAL ORDER AUTHORIZING THE CITY TO RELEASE THE GUIDELINES AND APPLICATION FOR THE PAUL BRUHN GRANT SUBAWARDS."

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(MO #3047, BK 14)**

**APPROVE 90% DESIGN AND AUTHORIZE PFGW TO PROCEED WITH CONSTRUCTION DOCUMENTS FOR THE ENTRY PLAZA FOR THE PADUCAH SPORTS PARK**

Commissioner Wilson offered Motion, seconded by Commissioner Thomas, that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER ACCEPTING APPROVING 90% DESIGN AND AUTHORIZING PFGW TO PROCEED WITH CONSTRUCTION DOCUMENTS FOR THE ENTRY PLAZA FOR THE PADUCAH SPORTS PARK, AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS."

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(MO #3048, BK 14)**

**ORDINANCE ADOPTIONS**

**ORDINANCE CREATING A TRAINING INCENTIVE PROGRAM FOR CITY OFFICIALS**

Commissioner Henderson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE ADOPTING AN INCENTIVE PROGRAM FOR CITY OFFICIALS TO OBTAIN TRAINING RELATED TO CITY GOVERNMENT." This Ordinance is summarized as follows: This ordinance establishes a training incentive program for elected officials of the City of Paducah, in accordance with KRS 64.5278. Under the program, officials are required to complete 15 hours of approved training annually. Up to 10 unused training hours may be carried over to the following year. Elected officials who fulfill the annual training requirement will receive a $500 incentive for each year of completion. These payments may accumulate annually, up to a maximum of $2,000. Additionally, the Ordinance designates the Kentucky League of Cities as the administrator of the program.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(ORD 2025-05-8843; BK 37)**

**AMEND CHAPTER 118 – "VEGETATION" – OF THE CODE OF ORDINANCES**

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled, ""AN ORDINANCE AMENDING CHAPTER 118 'VEGETATION' OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH." This Ordinance is summarized as follows: This Ordinance amends Chapter 118 "Vegetation" of the Code of Ordinances of the City of Paducah to modify the role of the appointee to assist with developing a tree planting and replacement plan for City owned lots & rights-of-way, and serve as the official staff support for the Tree Advisory Board. The amendment reduces the number of members on the Tree Advisory Board from nine (9) to five (5) members by removing the Parks Director, City Engineer, Planning Director, and Public Works Director as members of the board. The board is required to provide an annual report on its activities and goals to the City Commission. This amendment creates a tree voucher program for the purpose of enhancing the City's tree canopy. The amendment delegates authority to the Fire Prevention Division to cite and abate vegetation on private property that projects onto public ground through Chapter 42 of the Code of Ordinances.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(ORD 2025-05-8844; BK 37)**

**ORDINANCE INTRODUCTIONS**

**CONTRACT WITH HDR, INC. – ALTERNATIVES ANALYSIS FOR USACE RE-EVALUATION OF PERMIT #LRL-2008-1267-A**

Commissioner Thomas offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH HDR, INC. NOT TO EXCEED $185,000 FOR ALTERNATIVES ANALYSIS FOR U.S. ARMY CORPS OF ENGINEERS (USACE) RE-EVALUATION OF PERMIT #LRL-2008-1267-A." This Ordinance is summarized as follows: This Ordinance authorizes the Mayor to enter into a Contract for Professional Services with HDR, Inc. in the amount not to exceed $185,000 for Alternatives Analysis for USACE Reevaluation of Permit #LRL-2008-1267-A. This expenditure shall be charged to the Dredging Account No. DR0047.

**REPEAL CHAPTER 2 DIVISION 15 OF THE CODE OF ORDINANCES RELATED TO MAINT STREET**

Commissioner Wilson offered Motion, seconded by Commissioner Thomas, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE REPEALING CHAPTER 2, DIVISION 15, MAIN STREET DEPARTMENT BOARD OF DIRECTORS, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY." This Ordinance is summarized as follows: This Ordinance repeals Chapter 2, Division 15, Main Street Department Board of Directors, of the *Code of Ordinances of the City of Paducah, Kentucky.*

## DISCUSSIONS

Communications Manager Pam Spencer offered the following summaries:

**Southside Neighborhood Revitalization Housing Plan Timeline**
Director of Planning Carol Gault and Planner II Palmer Stroup provided an overview of the timeline for the formal adoption of the Southside Neighborhood Revitalization Housing Plan as outlined by the State (KRS 99.37). This plan has been under development for the past few months and discussed with the Paducah Board of Commissioners in April. The next steps will be to send notices for a public hearing about the Plan and to upload the draft plan to the City's website. The Planning Commission will have a called meeting on June 9 for the plan's public hearing with plan adoption at the July 7 meeting. The City Commission would take up the plan at its July 22 and August 12 meetings.

This Southside Neighborhood Revitalization Housing Plan is an extension and expansion of the work that has been done since 2022 to revitalize the Southside. At that time, the Southside Steering Committee was created, and then in 2023, the Southside Incentive program was developed which offered home beautification microgrants and new construction and major rehabilitation grants.

**CDBG Entitlement Community**
Projects and Grants Coordinator Hope Reasons provided an overview of the Community Development Block Grant (CDBG) Entitlement Program. Paducah is becoming a CDBG Entitlement Community through the Department of Housing and Urban Development (HUD) due to the growth in population of our local Metropolitan Statistical Area (MSA). This Entitlement Community Program provides annual grants on a formula basis to entitled cities and counties. The goal of this program is to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities especially for low- and moderate-income residents.

The estimate is that Paducah would receive $469,100 annually in direct CDBG funds without the need to make an application and compete with other communities for funds. To qualify, the City is required to submit a five-year consolidated plan and annual action plans for approval. The consolidated plan must include a housing needs assessment, non-housing community development needs assessment, a strategic plan, and a one-year action plan. The timeline for completion is to collect data and hold a public comment period with public hearings this summer, present the draft plan to the City Commission in August, and submit the plan to HUD by the August 16 final deadline.

These CDBG funds may be used for various activities including acquisition of real property, relocation and demolition, rehabilitation of residential and non-residential structures, construction of public facilities and improvements, public services, activities related to energy conservation and renewable energy, and assistance to businesses.

**REMARKS:**

**Commissioner Thomas:** He attended the Fair Housing Luncheon. The presentation given by Lacey Bolin was very informative. This should be offered at a Commission meeting and to the public.

**EXECUTIVE SESSION**

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

- Future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(1)(b)
- Discussions of proposed or pending litigation against or on behalf of the public agency KRS 61.810(1)(c)

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

**RECONVENE**

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

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

**ADJOURN**

Commissioner Smith offered Motion, seconded by Commissioner Thomas, that the meeting be adjourned.

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

**TIME ADJOURNED**: 7:34 p.m.

**ADOPTED**: May 27, 2025.

_____
George Bray, Mayor

ATTEST:

_____
Claudia S. Meeks, Assistant City Clerk

May 27, 2025

RECEIVE AND FILE DOCUMENTS:

*Deed File:*

1. Land and Water Conservation Fund (Separate Deed Restriction) – Keiler Park – MO #2810
2. Closure of 33,722 Sq. Ft. of Vermont Street between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street and 125 Ridgeview Street ORD 2025-01-8834
   a. Quitclaim Deed – 137 Vermont Street – City of Paducah to Alfred Neihoff -
   b. Quitclaim Deed – 121 Nolan Drive – City of Paducah to Richard Hayton, Pattie Hayton, Tamela Hayton and Mindy Woodford
   c. Quitclaim Deed – 169 Nolan Drive – City of Paducah to Fifty North, LLC
   d. Quitclaim Deed – 100 Vermont Street – City of Paducah to Chapman Property Development LLC
   e.

*Contract File:*

1. Participation Agreement – AT&T – purchase of Vesta 911 phone upgrade – MO #3039
2. Agreement For Uniform Services for Public Works, Engineering and Parks Departments – Vestis Uniform – MO #3043

*Bids and Proposals File:*

Uniform Services for Public Works, Engineering and Parks Department

1. Vestis Uniform – MO #3043

CITY OF PADUCAH
May 27, 2025

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

City Manager's Office Signature

5/22/25
Date

**CITY OF PADUCAH**
**PERSONNEL ACTIONS**
**May 27, 2025**

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

| | | | | | |
|---|---|---|---|---|---|
| **PUBLIC WORKS** | | | | | |
| Holshouser, Logan Hunter | Solid Waste Truck Driver | $21.72/hr | NCS | Non-Ex | May 29, 2025 |

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

| **PARKS AND RECREATION** | **POSITION** | **RATE** | **NCS/CS** | **FLSA** | **EFFECTIVE DATE** |
|---|---|---|---|---|---|
| Alsip, Rebecca G. | Rec Leader - Camp Counselor | $12.50/hr | NCS | Non-Ex | May 22, 2025 |
| Bidwell, Elliott G. | Lifeguard | $12.50/hour | NCS | Non-Ex | May 15, 2025 |
| Bowles, Kannon E. | Recreation Leader - Intern | $15.00/hour | NCS | Non-Ex | May 15, 2025 |
| Dowdy, Falon B. | Lifeguard | $12.50/hour | NCS | Non-Ex | May 15, 2025 |
| Edwards, Olivia R. | Lifeguard | $12.50/hour | NCS | Non-Ex | May 15, 2025 |
| Elliott, Nathaniel J. | Rec Leader - Camp Counselor | $12.50/hour | NCS | Non-Ex | May 22, 2025 |
| Evitts, Layla J. | Lifeguard | $12.50/hour | NCS | Non-Ex | May 15, 2025 |
| O'Brien, McKenzie L. | Camp Counselor | $12.50/hour | NCS | Non-Ex | May 15, 2025 |

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

| **E911** | **PREVIOUS POSITION AND BASE RATE OF PAY** | **CURRENT POSITION AND BASE RATE OF PAY** | **NCS/CS** | **FLSA** | **EFFECTIVE DATE** |
|---|---|---|---|---|---|
| Bugg, Gregory Patrick | Assistant Manager<br>$35.94/hr | Assistant Manager<br>$37.02/hr | NCS | Ex | June 12, 2025 |
| Coraggio, Anthony P. | Supervisor<br>$28.82/hr | Supervisor<br>$29.68/hr | NCS | Non-Ex | June 12, 2025 |
| **POLICE** | | | | | |
| Cook, Dylan C. | Detective<br>$30.28/hr | Sergeant<br>$34.51/hr | NCS | Non-Ex | May 29, 2025 |
| Hendrickson, William A. | Police Officer<br>$30.28/hr | Sergeant<br>$34.51/hr | NCS | Non-Ex | May 29, 2025 |
| Hudson, Ryan K. | Detective<br>$31.80/hr | Sergeant<br>$36.24/hr | NCS | Non-Ex | May 29, 2025 |
| Jaimet, Nathan C. | Sergeant<br>$38.04/hr | Captain<br>$42.58/hr | NCS | Ex | May 29, 2025 |
| **PUBLIC WORKS** | | | | | |
| Davenport, Tucker L. | Fleet Mechanic II<br>$24.94/hr | Fleet Mechanic II<br>$25.44/hr | NCS | Non-Ex | May 29, 2025 |

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

| **PARKS & RECREATION** | **POSITION** | **REASON** | **EFFECTIVE DATE** |
|---|---|---|---|
| Gray, Dylan | Sports Official | Resignation | April 17, 2025 |

# Agenda Action Form
# Paducah City Commission

Meeting Date: May 27, 2025

Short Title: Approve Payment of $45,232.04 to Xylem Dewatering Solutions, Inc. for Emergency Pump Rental during the 2025 Flood - **G. GUEBERT**

Category: Municipal Order

Staff Work By: Melanie Townsend
Presentation By: Greg Guebert

Background Information: On Wednesday, April 2, 2025, Governor Andy Beshear of Kentucky declared a State of Emergency for the entire state in anticipation of severe storms expected to persist for four days. This declaration was prompted by significant weather risks, especially in western Kentucky, which faced a Level 5 risk for intense storms.

The following day, April 3rd, the National Weather Service forecast a crest of 47 feet and rising for the Ohio River in Paducah within the week. In light of this river prediction, specific areas are at risk of flooding. Preparations commenced to acquire temporary pumps to supplement the existing drainage infrastructure during high water.

On Friday, April 4, 2025, Mayor George Bray of Paducah declared a Local State of Emergency due to the river forecast predicting a height of 50.5 feet on Thursday, April 10th. This emergency declaration recognized the potential for substantial damage to private and public property, enabling necessary measures to shield property within the city. The City entered a non-competitive rental agreement with Xylem Dewatering Solutions, Inc. on the same day to provide temporary pumps at seven strategic locations within the levee system.

Due to the flooding emergency and the delivery lead time, Xylem Dewatering Solutions, Inc. was contracted to process the necessary temporary pumps' delivery immediately. Xylem employees and City employees installed the temporary pumps. The total cost of the temporary pumps was $45,232.04. The City of Paducah anticipates that the majority, if not all, of these expenses will be reimbursed from FEMA.

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

Communications Plan:

Funds Available: Account Name: Flood 2025

Account Number: FW0019

Staff Recommendation: To adopt a Municipal Order authorizing payment to Xylem Dewatering Solutions, Inc. of $45,232.04 for pumps required to protect local assets during the 2025 Flood.

Attachments:

1. MO - Payment to Xylem – pump rental – Flood 2025
2. 2025-04-04_Determination of Noncomp_CM_pumps
3. 2025-04-04_Declaration of Local State of Emergency_signed
4. 2025.04.02_Executive-Order_2025-210_State-of-Emergency_Weather

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING PAYMENT TO XYLEM DEWATERING SOLUTIONS, INC., FOR EMERGENCY PUMP RENTAL IN THE AMOUNT OF $45,232.04, DURING THE APRIL 2025 FLOOD

**WHEREAS**, on April 2, 2025, Governor Andy Beshear declared a State of Emergency for Kentucky due to severe weather risks, particularly in western Kentucky, including Paducah; and

**WHEREAS**, on April 3, 2025, the National Weather Service forecast the Ohio River in Paducah to crest at 47 feet and rising, prompting flood risk concerns and preparations to acquire temporary pumps to support the drainage system; and

**WHEREAS**, on April 4, 2025, Mayor George Bray declared a Local State of Emergency in response to a revised river forecast of 50.5 feet, authorizing protective measures and a non-competitive rental agreement with Xylem Dewatering Solutions, Inc. for temporary pumps at seven levee locations; and

**WHEREAS**, due to urgency and delivery lead times, the City immediately contracted Xylem to ship and install the pumps at a cost of $45,232.04, with anticipated FEMA reimbursement for most or all expenses.

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

SECTION 1. The City of Paducah authorizes payment to Xylem Dewatering Solutions, Inc., in the amount of $45,232.04.

SECTION 2. This expense shall be paid from the Flood 2025 Project Account Number FW0019.

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, May 27, 2025
Recorded by Lindsay Parish, City Clerk, May 27, 2025
MO\Payment to Xylem – pump rental – Flood 2025

# Agenda Action Form
# Paducah City Commission

Meeting Date: May 27, 2025

Short Title: Authorize Payment to Clean Earth, Inc. in an amount of $56,162.89 for Household Hazardous & Electronic Waste Collected during 2025 Clean-Up Day - **C. YARBER**

Category: Municipal Order

Staff Work By: Latrisha Pryor
Presentation By: Chris Yarber

Background Information: On May 3, 2025, the City of Paducah co-sponsored, along with McCracken County, a free Clean-Up day to assist all property owners with the disposal of various waste. Household hazardous waste and electronic waste were items collected on this day. In accordance with Kentucky requirements, a Kentucky-certified hazardous waste service is required to dispose of all hazardous waste. Clean Earth, Inc., with an office in Calvert City, Ky, is the only certified hazardous waste collector who is a vendor with the Commonwealth of Kentucky within this area. Therefore, the service of Clean Earth, Inc., was requested to collect and dispose of household hazardous and electronic waste during the free Clean-Up Day. This year, the collection of household hazardous waste and electronic waste totaled $56,162.89. The partial funding of the free Clean-Up day is provided by a grant from the Kentucky Division of Waste Management.

Does this Agenda Action Item align with a Commission Priority? Yes
If yes, please list the Commission Priority: Quality of Life.

Communications Plan:

Funds Available: Account Name: Fees/Landfill MR0101

Account Number: 50002209 - 520040

Staff Recommendation: To adopt a Municipal Order authorizing the payment of $56,162.89 to Clean Earth, Inc., for collection and disposal of household hazardous and electronic waste collected during the free Clean-Up Day on May 3, 2025.

Attachments:
1. MO - household haz waste-Clean Earth 2025
2. Invoice $56,162.89 Clean Earth

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY CLEAN EARTH, INC., IN AN AMOUNT OF $56,162.89 FOR THE DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE AND ELECTRONIC WASTE COLLECTED DURING THE CITY/COUNTY 2025 CLEAN-UP DAY

WHEREAS, the City of Paducah and McCracken County co-sponsored a free Clean-Up Day on May 3, 2025, to assist McCracken County property owners with disposal of various waste; and

WHEREAS, the City will receive partial funding for the free Clean-Up Day from the Kentucky Division of Waste Management; and

WHEREAS, in accordance with State of Kentucky requirements, a Kentucky certified hazardous waste service is required to dispose of all hazardous waste; and

WHEREAS, Clean Earth, Inc., located in Calvert City, Kentucky, is the only local, certified hazardous collector and therefore was requested to collect and dispose of the household hazardous waste and electronic waste during the free Clean-Up Day; and

WHEREAS, this is a noncompetitive negotiation purchase pursuant to KRS 45A.380(2).

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

SECTION 1. That the Finance Director is hereby authorized to pay Clean Earth, Inc., the amount of $56,162.89, for the disposal of household hazardous waste and electronic waste collected during the 2025 City/County free Clean-Up Day.

SECTION 2. This expenditure shall be charged to Project Account No. MR0090 Account No. 5000-2209-520040.

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, May 27, 2025
Recorded by Lindsay Parish, City Clerk, May 27, 2025
\mo\household haz waste-Clean Earth 2025

This invoice is submitted on behalf of Clean Earth, LLC. located at 933 First Avenue, Suite 200, King of Prussia, PA 19406.

CleanEarth

| | |
|---|---|
| **Invoice Number:** | **559681** |
| **Invoice Date:** | **05/14/2025** |
| **Due Date:** | **06/13/2025** |
| **Payment Terms:** | **NET 30** |
| **Customer #:** | **PPW415A** |
| **Sales Rep:** | **Schrader, Mark** |
| **PO Number(s):** | **n/a** |

**Work Orders:**

**3081387**

**Bill To:**

**Paducah Public Works**
**1120 NORTH 10TH STREET**

**PADUCAH, KY 42001**

**Thank you for using Clean Earth for your disposal needs.**

**Total: $56,162.89**

**Clean Earth of Calvert City**
**Remit To:**
**PO BOX 825329**
**PHILADELPHIA, PA 19182-5329**
**215-734-1400**

CleanEarth

| | |
|---|---|
| Invoice Number: | 559681 |
| Invoice Date: | 05/14/2025 |
| Due Date: | 06/13/2025 |
| Customer #: | PPW415A |

**Work Order #: 3081387** **PO#:** **Generator: Paducah and McCracken County Residents**

**Disposal**

| Date | Description | Quantity | Unit | Unit Price | Line Price |
|---|---|---|---|---|---|
| 5/7/2025 | 3081387-1 / MGT-7660-HHW / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / 85G | 200.00 | Pound | $0.8100 | $162.00 |
| 5/7/2025 | 3081387-1 / MGT-7660-HHW / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / Tri-Wall/Supersack | 3,778.00 | Pound | $0.8100 | $3,060.18 |
| 5/7/2025 | 3081387-2 / MGT-32038 / LITHIUM BATTERIES / 5G | 19.00 | Pound | $6.4200 | $121.98 |
| 5/7/2025 | 3081387-3 / MGT-21491 / NICKEL CADMIUM BATTERIES / 5G | 12.00 | Pound | $1.2900 | $15.48 |
| 5/7/2025 | 3081387-4 / MGT-43661 / SEALED LEAD ACID BATTERIES / Pallet | 1,486.00 | Pound | $0.3900 | $579.54 |
| 5/7/2025 | 3081387-5 / MGT-43810 / HELIUM CYLINDERS / Cylinder | 3.00 | Each | $42.8000 | $128.40 |
| 5/7/2025 | 3081387-7 / MGT-32039 / MAPP GAS CYLINDER / 5G | 2.00 | Cylinder (ea.) | $19.2700 | $38.54 |
| 5/7/2025 | 3081387-8 / MGT-7789 / FREON CYLINDERS / 5G | 9.00 | Cylinder (ea.) | $42.8000 | $385.20 |
| 5/7/2025 | 3081387-9 / MGT-21846 / FIRE EXTINGUISHERS / Cylinder | 4.00 | Each | $42.8000 | $171.20 |
| 5/7/2025 | 3081387-11 / MGT-7664 / HOUSEHOLD HAZ WASTE - AEROSOLS / Tri-Wall/Supersack | 388.00 | Pound | $1.2500 | $485.00 |
| 5/7/2025 | 3081387-12 / MGT-7661 / HOUSEHOLD HAZ WST LIQUID PESTICIDES / Tri-Wall/Supersack | 514.00 | Pound | $1.3600 | $699.04 |
| 5/7/2025 | 3081387-13 / MGT-7663 / HOUSEHOLD HAZ WST CORROSIVE LIQUID / 55G | 1.00 | Container | $240.8000 | $240.80 |
| 5/7/2025 | 3081387-13 / MGT-7663 / HOUSEHOLD HAZ WST CORROSIVE LIQUID / 5G | 1.00 | Container | $84.2800 | $84.28 |

CleanEarth

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|---|---|
| Invoice Number: | 559681 |
| Invoice Date: | 05/14/2025 |
| Due Date: | 06/13/2025 |
| Customer #: | PPW415A |

**Work Order #: 3081387** **PO#:** **Generator: Paducah and McCracken County Residents**

**Disposal**

| Date | Description | Quantity | Unit | Unit Price | Line Price |
|---|---|---|---|---|---|
| 5/7/2025 | 3081387-15 / MGT-54402 / REFRIGERANT R-410A / 55G | 1.00 | Cylinder (ea.) | $42.8000 | $42.80 |
| 5/7/2025 | 3081387-15 / MGT-54402 / REFRIGERANT R-410A / Cylinder | 1.00 | Each | $42.8000 | $42.80 |
| 5/7/2025 | 3081387-16 / MGT-7788 / HHW - PROPANE CYLINDERS / Cylinder | 4.00 | Each | $19.2700 | $77.08 |
| 5/7/2025 | 3081387-17 / MGT-21492 / DRY ALKALINE BATTERIES / 55G | 150.00 | Pound | $1.2500 | $187.50 |
| 5/7/2025 | 3081387-18 / MGT-13182 / LAB PACKS / 55G<br>LAB PACK: INORGANIC ACIDS FOR AQUEOUS TREATMENT (LP-AT) | 1.00 | Container | $269.0000 | $269.00 |
| 5/7/2025 | 3081387-19 / MGT-13182 / LAB PACKS / 15G<br>LAB PACK: INORGANIC BASES FOR AQUEOUS TREATMENT (LP-BT) | 6.00 | Container | $202.0000 | $1,212.00 |
| 5/7/2025 | 3081387-20 / MGT-54400 / REFRIGERANT R-12 / Cylinder | 1.00 | Each | $42.8000 | $42.80 |
| 5/7/2025 | 3081387-21 / MGT-21492 / DRY ALKALINE BATTERIES / 5G | 128.00 | Pound | $1.2500 | $160.00 |
| 5/7/2025 | 3081387-22 / MGT-21489 / STANDARD FLUORESCENT BULBS / 4Ft Lamp Box | 471.00 | Pound | $1.0700 | $503.97 |
| 5/7/2025 | 3081387-23 / MGT-32037 / COMPACT FLUORESCENT BULBS / 55G | 77.00 | Pound | $1.0700 | $82.39 |
| 5/7/2025 | 3081387-25 / MGT-7660 / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / Totes </= 275G | 1.00 | Container | $1350.0000 | $1,350.00 |
| 5/7/2025 | 3081387-26 / MGT-7660-HHW / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / 55G<br>MIXED SMALL CONTAINER LIQUIDS (GLASS/PLASTIC VIALS, NAIL POLISH, PERFUME, ETC.) W/ or W/O DEBRIS (<10% METAL, NO SHARPS) (FB-SL-45) | 1.00 | Container | $588.0000 | $588.00 |
| 5/7/2025 | 3081387-27 / MGT-7788 / HHW - PROPANE CYLINDERS / 5G | 20.00 | Cylinder (ea.) | $19.2700 | $385.40 |

CleanEarth

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|---|---|
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| Due Date: | 06/13/2025 |
| Customer #: | PPW415A |

**Work Order #: 3081387** **PO#:** **Generator: Paducah and McCracken County Residents**

## Disposal

| Date | Description | Quantity | Unit | Unit Price | Line Price |
|---|---|---|---|---|---|
| 5/7/2025 | 3081387-28 / MGT-7662 / USED OIL / Totes </= 275G | 1,419.00 | Pound | $0.2600 | $368.94 |
| 5/7/2025 | 3081387-29 / MGT-54300 / ANTIFREEZE FOR RECYCLE / Totes </= 275G | 318.00 | Pound | $0.3700 | $117.66 |
| 5/7/2025 | 3081387-30 / MGT-7664 / HOUSEHOLD HAZ WASTE - AEROSOLS / 55G | 125.00 | Pound | $1.2500 | $156.25 |
| 5/7/2025 | 3081387-31 / MGT-7664 / HOUSEHOLD HAZ WASTE - AEROSOLS / 55G | 63.00 | Pound | $1.2500 | $78.75 |
| 5/7/2025 | 3081387-32 / MGT-7661 / HOUSEHOLD HAZ WST LIQUID PESTICIDES / 55G | 118.00 | Pound | $1.3600 | $160.48 |
| 5/6/2025 | 3081387-1-1 / MGT-54367 / E-WASTE / Tri-Wall/Supersack | 16,220.00 | Pound | $1.0700 | $17,355.40 |
| 5/5/2025 | 3081387-2-1 / MGT-7659 / HOUSEHOLD HAZ WST NON REG LIQUIDS / Rolloff/Dump | 10,760.00 | Pound | $1.2300 | $13,234.80 |

## Transportation

| Date | Description | Quantity | Unit | Unit Price | Line Price |
|---|---|---|---|---|---|
| 5/5/2025 | Transportation Fee - Van Loads | 2.00 | Each | $400.0000 | $800.00 |
| 5/5/2025 | Fuel Surcharge - Van Loads | 2.00 | Each | $152.0000 | $304.00 |
| 5/5/2025 | Transportation Fee - Roll-Off | 1.00 | Each | $400.0000 | $400.00 |
| 5/5/2025 | Fuel Surcharge - Roll-Off | 1.00 | Each | $152.0000 | $152.00 |

CleanEarth

| | |
|---|---|
| Invoice Number: | 559681 |
| Invoice Date: | 05/14/2025 |
| Due Date: | 06/13/2025 |
| Customer #: | PPW415A |

**Work Order #:** 3081387 **PO#:** **Generator:** Paducah and McCracken County Residents

**Field Service**

| Date | Description | Quantity | Unit | Unit Price | Line Price |
|---|---|---|---|---|---|
| 5/5/2025 | Drivers Onsite 7AM-4PM | 9.00 | Hours | $85.0000 | $765.00 |

**Supply**

| Date | Description | Quantity | Unit | Unit Price | Line Price |
|---|---|---|---|---|---|
| 5/5/2025 | 55G Drum Metal Open Top | 1.00 | Each | $120.0000 | $120.00 |
| 5/5/2025 | Cubic Yard Box | 39.00 | Each | $122.0000 | $4,758.00 |
| 5/5/2025 | 55G Drum Fiber Open Top | 5.00 | Each | $108.0000 | $540.00 |
| 5/5/2025 | 15G Drum Fiber Open Top | 13.00 | Each | $57.0000 | $741.00 |
| 5/5/2025 | 5G Pail with Lid | 10.00 | Each | $41.0000 | $410.00 |
| 5/5/2025 | 275G Tote | 3.00 | Each | $352.0000 | $1,056.00 |
| 5/5/2025 | Oil Dry/Absorbent | 3.00 | Each | $26.0000 | $78.00 |
| 5/5/2025 | Nitrile Gloves | 8.00 | Each | $2.0000 | $16.00 |
| 5/5/2025 | Leather Gloves | 8.00 | Each | $10.0000 | $80.00 |
| 5/5/2025 | Safety Glasses | 8.00 | Each | $10.0000 | $80.00 |
| 5/5/2025 | 8 mil Plastic 20'x100' | 1.00 | Each | $165.0000 | $165.00 |

CleanEarth

| | |
|---|---|
| Invoice Number: | 559681 |
| Invoice Date: | 05/14/2025 |
| Due Date: | 06/13/2025 |
| Customer #: | PPW415A |

**Work Order #:** 3081387 **PO#:** **Generator:** Paducah and McCracken County Residents

**Supply**

| Date | Description | Quantity | Unit | Unit Price | Line Price |
|---|---|---|---|---|---|
| 5/5/2025 | Duct Tape 3" or 4" | 8.00 | Each | $10.0000 | $80.00 |
| 5/5/2025 | Bulb Boxes 4' or 8' | 26.00 | Each | $44.0000 | $1,144.00 |
| 5/5/2025 | Shrink Wrap | 1.00 | Each | $35.0000 | $35.00 |
| 5/5/2025 | Forklift Rental | 1.00 | Days | $750.0000 | $750.00 |

**Taxes/Fees**

| Date | Description | Quantity | Unit | Unit Price | Line Price |
|---|---|---|---|---|---|
| 5/14/2025 | EEI Fee (2%) | 1.00 | Each | $1101.2300 | $1,101.23 |

Work Order Subtotal: $56,162.89

| | |
|---|---|
| 36246.00 | Pound(s) |
| 32.00 | Cylinder (ea.)(s) |
| 13.00 | Each(s) |
| 11.00 | Container(s) |

**Invoice Total** **$56,162.89**

IR63

Please print or type. (Form designed for use on elite (12-pitch)typewriter.)

| SHIPPING DOCUMENT | 1. Generator ID Number | 2. Page 1 of | 3. Emergency Response Phone | 4. Shipment Tracking Number |
|---|---|---|---|---|
| | KYCMBQG00026 | 4 | 4129429241 | 3081387 |

5. Generator's Name and Mailing Address: Paducah and McCracken County
850 Burnett Street
Paducah, KY 42001

Generator's Site Address (if different than mailing address)

Generator's Phone:

6. Transporter 1 Company Name: CLEAN EARTH SPECIALTY WASTE SOLUTIONS, — U.S. EPA ID Number: MNS000110924

7. Transporter 2 Company Name — U.S. EPA ID Number:

8. Designated Facility Name and Site Address: 2706052108
Clean Earth of Calvert City
1689 Shar-Cal Road
Calvert City KY 42029

U.S. EPA ID Number: KYD985073196

Facility's Phone:

| 9a. HM | 9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any)) | 10. Containers No. | 10. Containers Type | 11. Total Quantity | 12. Unit Wt./Vol | |
|---|---|---|---|---|---|---|
| X | 1. UN1993, Flammable liquids, n.o.s., 3, PG-II, Household haz waste flam liquids | 8 7 | CY | 3978 3500 | P | |
| X | 2. UN3090, Lithium metal batteries including lithium alloy batteries, 9, Lithium batteries | 1 | DF | 19 10 | P | |
| X | 3. UN3028, Batteries, dry, containing potassium hydroxide solid, 8, nickel cadmium batteries | 1 | DF | 12 5 | P | |
| X | 4. UN2794, Batteries, wet, filled with acid, 8, sealed lead acid batteries | 2 | CM | 1486 400 | P | |

13. Special Handling Instructions and Additional Information
(1) ERG#128: NMFC-7680-HHW - HOUSEHOLD HAZ WASTE - HW Provider Clean Earth
(2) ERG#138: NMFC-82058 - LITHIUM BATTERIES
(3) ERG#154: NMFC-82491 - NICKEL CADMIUM BATTERIES
(4) ERG#154: NMFC-42661 - SEALED LEAD ACID BATTERI

Order#: 3081387 - Note:

14. **GENERATOR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Generator's/Offeror's Printed/Typed Name — Signature — Month — Day — Year

**INTL**

15. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.

**TRANSPORTER**

16. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name: JERRY BOURLAND — Signature — Month: 05 — Day: 05 — Year: 25

Transporter 2 Printed/Typed Name — Signature — Month — Day — Year

**DESIGNATED FACILITY**

17. Discrepancy

17a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection

Shipment Tracking Number:

17b. Alternate Facility (or Generator) — U.S. EPA ID Number

Facility's Phone:

17c. Signature of Alternate Facility (or Generator) — Month — Day — Year

18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the shipping document except as noted in Item 17a

Printed/Typed Name: Chris Yorker — Signature — Month: 5 — Day: 5 — Year: 25

Rec. Brad Tooshaw 5/7/25

| SHIPPING DOCUMENT (Continuation Sheet) | 19. Generator ID Number | 20. Page | 21. Shipment Tracking Number |
|---|---|---|---|
| | KYCM3QG00026 | 2 | 3081387 |

22. Generator's Name: Paducah and McCracken County Residents

23. Transporter _____ Company Name — U.S. EPA ID Number

24. Transporter _____ Company Name — U.S. EPA ID Number

GENERATOR

| 25a. HM | 25b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any)) | 26. Containers No. | 26. Containers Type | 27. Total Quantity | 28. Unit Wt./Vol. | 29. Additional Information |
|---|---|---|---|---|---|---|
| X | 5. UN1046, Helium, compressed, 2.2,helium cylinders | 3 | CY | 65 15 | P | |
| X | 6. UN1072, Oxygen, compressed, 2.2 (5.1),oxygen cylinders | 0 | CY | 0 | P | |
| X | 7. UN1060, Methyl acetylene and propadiene mixtures, stabilized, 2.1,mapp gas cylinders | ~~1~~ 4 ~~DF~~ | ~~DF~~ CY | ~~DF~~ 6 ~~75~~ | P | |
| X | 8. UN1028, Dichlorodifluoromethane , 2.2,freon cylinders | 3 | DF | 29 | P | |
| X | 9. UN1044, Fire extinguishers , 2.2,fire extinguishers | 4 | CY | 26 35 | P | |
| X | 10. UN3506, Mercury [contained in manufactured articles], 8 (5.1),mercury and mercury manuf articles | 0 | DF | 0 | P | |
| X | 11. UN1950, Aerosols, [flammable, (each not exceeding 1 L capacity)], 2.1,household haz waste - aerosols | 1 | CF | 388 400 | P | |
| X | 12. UN2902, Pesticides, liquid, toxic, n.o.s., 6.1, PG-II,household haz waste liquid pesticides | 1 | CF | 514 ~~400~~ | P | |
| X | 13. UN1760, Corrosive liquids, n.o.s., 8, PG-II,household haz waste corrosive liquid | ~~3~~ 2 | DF | 45 ~~250~~ | P | |
| X | 14. UN1057, Lighter refills [containing flammable gas], 2.1,lighters | 0 | DF | 0 | P | |

30. Special Handling Instructions and Additional Information

[illegible]

Order#: 3081387 - Note:

TRANSPORTER

31. Transporter _____ Acknowledgment of Receipt of Materials

| Printed/Typed Name | Signature | Month | Day | Year |
|---|---|---|---|---|
| | | | | |

32. Transporter _____ Acknowledgment of Receipt of Materials

| Printed/Typed Name | Signature | Month | Day | Year |
|---|---|---|---|---|
| | | | | |

DESIGNATED FACILITY

33. Discrepancy

| SHIPPING DOCUMENT (Continuation Sheet) | 19. Generator ID Number | 20. Page | 21. Shipment Tracking Number |
|---|---|---|---|
| | KYCM3QG00026 | 3 | 3081387 |

22. Generator's Name: Paducah and McCracken County Residents

23. Transporter _____ Company Name — U.S. EPA ID Number

24. Transporter _____ Company Name — U.S. EPA ID Number

GENERATOR

| 25a. HM | 25b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any)) | 26. Containers No. | 26. Containers Type | 27. Total Quantity | 28. Unit Wt./Vol. | 29. Additional Information |
|---|---|---|---|---|---|---|
| X | 15. UN3163, Liquefied gas, n.o.s. (DIFLUOROMETHANE, PENTAFLUOROETHANE), 2.2 refrigerant r-410a | 2 | CY | 35 | P | |
| X | 16. UN1978, Propane , 2.1,propane cylinders | 4 | CY | 122 ~~75~~ | P | |
| | 17. NON-RCRA Solids, D.O.T. Non Regulated (UNIVERSAL WASTE Alkaline Batteries), dry Alkaline batteries | 1 | CF | 150 | P | |
| X | 18. UN1760, Corrosive liquids, n.o.s., 8, PG-II,lab packs | 1 | DF | 179 | P | |
| X | 19. UN3265, Corrosive liquid, acidic, organic, n.o.s., 8, PG-II,lab packs | ~~6~~ 2 | DF | 147 ~~75~~ | P | |
| X | 20. UN1028, Dichlorodifluoromethane , 2.2,refrigerant r-12 | ~~OV~~ 1 | CY | 25 | P | |
| | 21. Non-RCRA solids, D.O.T. Non-regulated (Universal Waste Alkaline Batteries),dry alkaline batteries | 2 | DF | 128 ~~200~~ | P | |
| | 22. Non-RCRA solids, D.O.T. Non-regulated,standard fluorescent bulbs | 24 | CF | 471 ~~350~~ | P | |
| | 23. Non-RCRA solids, D.O.T. Non-regulated,compact fluorescent bulbs | 1 | DF | 77 ~~100~~ | P | |
| | 24. Non-RCRA liquids, D.O.T. Non-regulated,household hax waste non reg liquids | 0 | CM | 0 | P | |

30. Special Handling Instructions and Additional Information

[illegible]

Order#: 3081387 - Note:

TRANSPORTER

31. Transporter _____ Acknowledgment of Receipt of Materials

| Printed/Typed Name | Signature | Month | Day | Year |
|---|---|---|---|---|
| | | | | |

32. Transporter _____ Acknowledgment of Receipt of Materials

| Printed/Typed Name | Signature | Month | Day | Year |
|---|---|---|---|---|
| | | | | |

DESIGNATED FACILITY

33. Discrepancy

| SHIPPING DOCUMENT (Continuation Sheet) | 19. Generator ID Number | 20. Page | 21. Shipment Tracking Number |
|---|---|---|---|
| | KYCM5Q000026 | 4 | 3081387 |

22. Generator's Name: Paducah and McCracken County Residents

23. Transporter _____ Company Name — U.S. EPA ID Number

24. Transporter _____ Company Name — U.S. EPA ID Number

GENERATOR

| 25a. HM | 25b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any)) | 26. Containers No. | 26. Containers Type | 27. Total Quantity | 28. Unit Wt./Vol. | 29. Additional Information |
|---|---|---|---|---|---|---|
| | 25. UN1993 Flammable liquids, n.o.s., 3, PGII Household Flam Waste liquids | 1 | TP | 879 ~~700~~ | P | |
| | 26. UN1993 Flammable liquids, n.o.s., 3, PGII Household waste Flam liquids | 1 | DM | 170 ~~60~~ | P | |
| | 27. UN1978, Propane, 2.1, propane cylinders | 4 | DF | 47 ~~35~~ | P | |
| | 28. Non-RCRA liquids, D.O.T. Non-regulated, used oil | 1 | TP | 1419 ~~1200~~ | P | |
| | 29. Non-RCRA liquids, D.O.T. Non-regulated, antifreeze | 1 | TP | 318 ~~100~~ | P | |
| | 30. UN 1950, Aerosols, Flammable (each not exceeding 1L capacity), 2.1, household haz waste aerosol | 1 | DF | 125 | P | |
| | 31. UN 1950 Aerosols, Flammable (each not exceeding 1L capacity), 2.1, household haz waste aerosol | 1 | DM | 63 ~~80~~ | P | |
| | 32. UN 2902, Pesticides, liquid, toxic, n.o.s., 6.1, PGII, household haz waste liquid Pesticides | 1 | DF | 118 ~~125~~ | P | |
| | | | | | | |
| | | | | | | |

30. Special Handling Instructions and Additional Information

(25)
(26)
(27)
(28) EM60: MAT-7662 - USED ANTIFREEZE FOR RECYCLE
ctt.
(29) EM60: MAT-54300 -
Order#: 3081387 - Note:

TRANSPORTER

31. Transporter _____ Acknowledgment of Receipt of Materials

| Printed/Typed Name | Signature | Month | Day | Year |
|---|---|---|---|---|
| | | | | |

32. Transporter _____ Acknowledgment of Receipt of Materials

| Printed/Typed Name | Signature | Month | Day | Year |
|---|---|---|---|---|
| | | | | |

DESIGNATED FACILITY

33. Discrepancy

1R10

Please print or type. (Form designed for use on elite (12-pitch)typewriter.)

| SHIPPING DOCUMENT | 1. Generator ID Number | 2. Page 1 of | 3. Emergency Response Phone | 4. Shipment Tracking Number |
|---|---|---|---|---|
| | KYCHBQG00026 | 1 | 4129429241 | 3081387-1 |

**GENERATOR**

5. Generator's Name and Mailing Address: Paducah and McCracken County, 330 Burnett Street, Paducah, KY 42001

Generator's Site Address (if different than mailing address):

Generator's Phone:

6. Transporter 1 Company Name: CLEAN EARTH SPECIALTY WASTE SOLUTIONS,

U.S. EPA ID Number: MNS000110924

7. Transporter 2 Company Name:

U.S. EPA ID Number:

8. Designated Facility Name and Site Address: Clean Earth of Calvert City, 1689 Char-Cal Road, Calvert City KY 42029

2706052108

U.S. EPA ID Number: KYD985073196

Facility's Phone:

| 9a. HM | 9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any)) | 10. Containers No. | 10. Containers Type | 11. Total Quantity | 12. Unit Wt./Vol | |
|---|---|---|---|---|---|---|
| | 1. Non-RCRA solids, D.O.T. Non-regulated,e-waste | 41 | CF | 16220 | P | |
| | 2. | | | | | |
| | 3. | | | | | |
| | 4. | | | | | |

13. Special Handling Instructions and Additional Information

(1) ERG#0: NGT-54367 - E-WASTE

ER Provider Clean Earth

Order#: 3081387 - Note:

14. **GENERATOR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Generator's/Offeror's Printed/Typed Name | Signature | Month | Day | Year

**INTL**

15. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:

Transporter signature (for exports only): Date leaving U.S.

**TRANSPORTER**

16. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name: JERRY BOURLANDS | Signature: Jerry Bourlands | Month: 05 | Day: 05 | Year: 25

Transporter 2 Printed/Typed Name | Signature | Month | Day | Year

**DESIGNATED FACILITY**

17. Discrepancy

17a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection

Shipment Tracking Number:

17b. Alternate Facility (or Generator) | U.S. EPA ID Number

Facility's Phone:

17c. Signature of Alternate Facility (or Generator) | Month | Day | Year

18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the shipping document except as noted in Item 17a

Printed/Typed Name: Chris Yarbro Brad Gordon | Signature | Month: 5 | Day: 5 | Year: 25

5 6 25

RD-08

Please print or type. (Form designed for use on elite (12-pitch)typewriter.)

| SHIPPING DOCUMENT | 1. Generator ID Number | 2. Page 1 of | 3. Emergency Response Phone | 4. Shipment Tracking Number |
|---|---|---|---|---|
| | KYCMSQG00026 | 1 | 4129429241 | 3081387-2 |

**GENERATOR**

5. Generator's Name and Mailing Address: Paducah and McCracken County
250 Burnett Street
Paducah, KY 42001

Generator's Site Address (if different than mailing address)

Generator's Phone:

6. Transporter 1 Company Name: CLEAN EARTH SPECIALTY WASTE SOLUTIONS,

U.S. EPA ID Number: MND000110924

7. Transporter 2 Company Name

U.S. EPA ID Number

8. Designated Facility Name and Site Address: Clean Earth of Calvert City
1689 Shar-Cal Road
Calvert City KY 42029

2706052108

U.S. EPA ID Number: KYD985073196

Facility's Phone:

| 9a. HM | 9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any)) | 10. Containers No. | 10. Containers Type | 11. Total Quantity | 12. Unit Wt./Vol | |
|---|---|---|---|---|---|---|
| | 1. Non-RCRA liquids, D.O.T. Non-regulated, household haz waste non reg liquids | 1 | CM | 10760 | P | |
| | 2. | | | | | |
| | 3. | | | | | |
| | 4. | | | | | |

13. Special Handling Instructions and Additional Information
(1) ERG#0; WST-7659 - HOUSEHOLD HAZ WST NON REG LIQUIDS

ER Provider Clean Earth

Order#: 3081387 - Note:

14. **GENERATOR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Generator's/Offeror's Printed/Typed Name | Signature | Month | Day | Year

**INTL**

15. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:

Transporter signature (for exports only): Date leaving U.S.

**TRANSPORTER**

16. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name: Andrew Langdon | Signature | Month: 5 | Day: 3 | Year: 25

Transporter 2 Printed/Typed Name | Signature | Month | Day | Year

**DESIGNATED FACILITY**

17. Discrepancy

17a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection

Shipment Tracking Number:

17b. Alternate Facility (or Generator) | U.S. EPA ID Number

Facility's Phone:

17c. Signature of Alternate Facility (or Generator) | Month | Day | Year

18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the shipping document except as noted in Item 17a

Printed/Typed Name: Chris Yocker | Signature | Month: 5 | Day: 5 | Year: 25

Brad Foshee Bdf

# SCALE TICKET

## WASTE PATH SANITARY LANDFILL, LLC

1637 SHAR-CAL RD.
CALVERT CITY, KY 42029

DATE: 5-3-25

GROSS 48200
TARE 37440
NET 10,760

CARRIER: CESW
REMARKS: HHW PADUCAH KY

TRAILER NO:

TRACTOR NO:

SCALE MASTER - IN:

OUT:

# Agenda Action Form
# Paducah City Commission

Meeting Date: May 27, 2025

Short Title: Contract Modification w/Tyler Technologies for Emergency Networking - **S. KYLE**

Category: Municipal Order

Staff Work By: Steve Kyle, david denton, Eric Stuber
Presentation By: Steve Kyle

Background Information: The fire department is required to submit fire records documentation to the federal government and, as a part of the requirement, software needs to be upgraded. The fire department is discontinuing the current records management system (Tyler Technologies MSP Fire Records) and replacing it with a federal-compliant records management system (Tyler Technologies Emergency Networking) that will allow automatic uploads to the federal government and be compliant. This change/upgrade is being done with budgeted money with minimal change in cost.

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

Communications Plan:

Funds Available: Account Name: Computer Software Maintenance

Account Number: 10001801-522020

Staff Recommendation: approve recommendation of contract modification

Attachments:
1. MO - contract – software-amendment-tyler 05-27-2025
2. Paducah, KY Emergency Network Amendment 051525

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES TO REMOVE THE TYLER TECHNOLOGIES MSP FIRE RECORDS MODULE AND REPLACE IT WITH THE TYLER TECHNOLOGIES EMERGENCY NETWORKING MODULE

WHEREAS, the City of Paducah authorized a contract with Tyler Technologies through Ordinance No. 2016-6-8373; and

WHEREAS, the City of Paducah subsequently amended the contract through Ordinance No. 2018-6-8534, and Municipal Order Numbers 2142, 2284, 2333, 2352, 2432, 2516, 2815, 2844, 2866, 2978, and 2994; and

WHEREAS, the Fire Department now desires to discontinue the current records management system (Tyler Technologies MSP Fire Records) and replace it with a federal-compliant records management system (Tyler Technologies Emergency Networking).

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

SECTION 1. That the City Commission hereby approves an amendment to the contract with Tyler Technologies, Inc. to remove Tyler Technologies MSP Fire Records and replace it with Tyler Technologies Emergency Networking.

SECTION 2. The City Commission does hereby authorize and instruct the Mayor to execute the Amendment on behalf of the City.

SECTION 3. This expenditure shall be charged to Computer Software Maintenance Account 10001801-522020.

SECTION 4. 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, May 27, 2025
Recorded by Lindsay Parish, City Clerk, May 27, 2025
\mo\contract – software-amendment-tyler 05-27-2025

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Paducah with offices at P.O. Box 2267, Paducah, KY 42002-2267 ("Client").

WHEREAS, Tyler and the Client are parties to a License and Services Agreement dated April 10, 2018 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following items are removed from the Agreement as of the Amendment Effective Date:

   - Additional New World Software for Fire Records Standard Maintenance – Equipment Tracking and Maintenance - $1,463.13
   - Additional New World Software for Fire Records Standard Maintenance – Data Analysis/Management Reporting - $1,463.13
   - Additional New World Software for Fire Records Standard Maintenance - Inventory - $1,463.13
   - New World Federal Compliance Reporting for Fire Records Standard Maintenance – NFIRS 5.0 Electronic Reporting - $2,194.68
   - New World Fire Records Standard Maintenance Base Package - $3,661.81
   - New World Fire Mobile Unit Standard Maintenance - Fire Inspections (20) - $366.20
   - Fire Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 2 users - $365.77

   TOTAL: $10,977.85

   Upon such date, Client's license for such software is terminated, as are Tyler's obligations to support, maintain, and update such software. Should Client wish to again license and/or use such software, Client shall first pay Tyler the then-current license fee(s) for the software, as well as fees for any required services, support or 3rd party products.

2. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the Client's annual maintenance and support term under the Agreement. Payment of fees and costs for such items are as follows:

   a. The SaaS Fees identified in Exhibit 1 shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date, and ending concurrently with the Client's annual maintenance and support term under the Agreement. Subsequent SaaS Fees shall be invoiced annually in advance at our then-current rates.
   b. Additional Implementation and other professional services (including training) are billed and invoiced upon completion.
   c. Third Party SaaS Services fees are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services, prorated from such date and ending concurrently with the maintenance and support term under the Agreement. Pricing for the first year of Third Party SaaS

Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

d. Fees for Third Party Services are invoiced upon completion, at the rates set forth in the Investment Summary.

3. Accordingly, Invoice No. 130-154894 dated April 1, 2025 is hereby credited in the amount of $10,977.85 for the removal of the above items. On the Amendment Effective Date, Client agrees to promptly pay the balance due.

4. Tyler hereby grants to Client a license to use the software identified in Exhibit 1 in accordance with the terms and conditions of the Emergency Networking EULA available at https://www.tylertech.com/terms/emergency-networking-terms-of-use. By signing this Amendment, or accessing, installing or using Emergency Network services, you agree that you have read, understood and agree to such terms.

5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

| | |
|---|---|
| Tyler Technologies, Inc. | City of Paducah, KY |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

# Exhibit 1
# Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

| | |
|---|---|
| Quoted By: | Brian Rennie |
| Quote Expiration: | 9/13/25 |
| Quote Name: | Emergency Networking |

**Sales Quotation For:**
Paducah Fire Department
301 Washington ST
Paducah KY 42003
Phone: +1 (270) 444-8521

**Services**

| Description | Quantity | Unit Price | Discount | Total |
|---|---|---|---|---|
| Enterprise Public Safety | | | | |
| Emergency Networking Project Management | 1 | $ 1,920 | $ 0 | $ 1,920 |
| Emergency Networking CAD Export Installation Fee | 1 | $ 310 | $ 0 | $ 310 |
| **TOTAL** | | | | **$ 2,230** |

**Third-Party Hardware, Software and Services**

| Description | Quantity | Unit Price | Discount | Total | Total Annual |
|---|---|---|---|---|---|
| Enterprise Public Safety | | | | | |
| Annual | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| EN - Fire Suite | 1 | $ 10,478 | $ 0 | $ 0 | $ 10,478 |
| EN - Investigations | 1 | $ 2,000 | $ 0 | $ 0 | $ 2,000 |
| EN - Scheduling Interface | 1 | $ 1,000 | $ 0 | $ 0 | $ 1,000 |
| Services | | | | | |
| EN - Data Import - Fire Suite - Excluding Training & Nemsis | 1 | $ 3,000 | $ 0 | $ 3,000 | $ 0 |
| EN - Fire Suite Implementation (Includes NERIS) | 1 | $ 750 | $ 0 | $ 750 | $ 0 |
| EN - Online Web Training (10) Hours | 1 | $ 1,000 | $ 0 | $ 1,000 | $ 0 |
| | **TOTAL** | | | **$ 4,750** | **$ 13,478** |

| **Summary** | **One Time Fees** | **Recurring Fees** |
|---|---|---|
| Total Tyler Software | $ 0 | $ 0 |
| Total Annual | $ 0 | $ 0 |
| Total Tyler Services | $ 2,230 | $ 0 |
| Total Third-Party Hardware, Software, Services | $ 4,750 | $ 13,478 |
| **Summary Total** | **$ 6,980** | **$ 13,478** |
| **Contract Total** | **$ 20,458** | |

**Assumptions**

For additional information, please visit https://empower.tylertech.com/enterprise-public-safety-specifications.html

# Agenda Action Form
# Paducah City Commission

Meeting Date: May 27, 2025

Short Title: Authorize property transfer of 2 acres located at 2400 Brooks Stadium Drive to Paducah Public Schools for the construction of a softball field and stadium for the middle and high school softball programs - **D. JORDAN**

Category: Municipal Order

Staff Work By: Amie Clark, Greg Guebert, Daron Jordan
Presentation By: Daron Jordan

Background Information: Paducah Public Schools is interested in acquiring 2 acres of property at 2400 Brooks Stadium Drive from the City to construct a softball field and stadium. Existing softball field is located in the floodplain. Relocation to this site will improve elevations, removing the softball field out of the floodplain. Field construction will be funded by Paducah Public Schools. Partnership with Brooks Stadium Commission for shared use of the parking lot located at the property.

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve

Attachments:
1. MO - prop transfer - 2400 Brooks Stadium Drive – Paducah School Board

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING THE MAYOR TO EXECUTE A REAL ESTATE DONATION AGREEMENT, DEED, AND ALL OTHER DOCUMENTS NECESSARY TO DONATE THE PROPERTY AT 2400 BROOKS STADIUM DRIVE TO PADUCAH INDEPENDENT DISTRICT, BOARD OF EDUCATION, FOR THE CONSTRUCTION OF A SOFTBALL FIELD AND STADIUM

WHEREAS, pursuant to KRS 82.083, a written determination has been made that the City does not have any use at this time or in the future for property located at 2400 Brooks Stadium Drive, Paducah, Kentucky, which constitutes surplus real estate; and

WHEREAS, the property will be transferred, for economic development purposes, to Paducah Independent School District, Board of Education, (hereinafter PPS), for the construction of a Softball Field and Stadium for PPS; and

WHEREAS, this donation is in accordance with the terms laid out in the Real Estate Donation Agreement, which requires, among other things, that PPS demolish the blighted building(s) located on the PPS property located within the City at 700 Highland Boulevard to reasonable the satisfaction of the City on or before May 1, 2026.

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

SECTION 1. Recitals and Authorizations. The Board of Commissioners hereby authorizes the Mayor to execute the Real Estate Donation Agreement in substantially the form attached hereto and made part hereof (Exhibit A), the deed, and all documents necessary to transfer the property located at 2400 Brooks Stadium Drive to the Paducah Public Schools Board of Education without compensation.

SECTION 2. Effective Date. This Order shall be in full force and effect on and after the date as approved by the Board of Commissioners of the City of Paducah, Kentucky.

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 27, 2025
Recorded by Lindsay Parish, City Clerk, May 27, 2025
\mo\prop transfer - 2400 Brooks Stadium Drive – Paducah School Board

# Agenda Action Form
# Paducah City Commission

Meeting Date: May 27, 2025

Short Title: Authorize a contract with Paducah Main Street, LLC - **C. GAULT**

Category: Municipal Order

Staff Work By: Carol Gault
Presentation By: Carol Gault

Background Information: Contract specifying the agreement between the City of Paducah and Paducah Main Street, LLC

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:
1. MO contract - Paducah Main Street, LLC 2025
2. CONTRACT FOR SERVICES.docx paducah main street.docx version 1.docx version 2.docx final version (003)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES WITH PADUCAH MAIN STREET, LLC FOR SPECIFIC SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Paducah Main Street, Inc., as attached hereto and made part hereof (Exhibit A) for the performance of specific services. This contract shall become effective July 1, 2025, and expire June 30, 2030.

SECTION 2. This Municipal Order shall be effective from and after the date of its adoption.

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, May 27, 2025
Recorded by Lindsay Parish, City Clerk, May 27, 2025
\mo\contract - Paducah Main Street, LLC 2025

**CONTRACT FOR SERVICES**

This Contract for Services, effective this _____ day of _____, 2025, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH MAIN STREET, LLC. ("Main Street"),** a Kentucky non-profit corporation

***WITNESSETH:***

WHEREAS, Main Street is a non-profit corporation formed for the purpose of promoting investment, economic development, and historic preservation in the downtown area of the City of Paducah; and

WHEREAS, the services of Main Street as described herein are for the direct benefit of the citizens of the City of Paducah; and

WHEREAS, promoting investment, economic development, and historic preservation in the downtown area serves a valid public purpose; and

WHEREAS, the goal of Main Street is to become the economic engine through a self- sufficient non-profit organization in the downtown district; and

WHEREAS, the City of Paducah desires to contract with Main Street for the services to be described herein under the terms and conditions set forth in the 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 shall be July 1, 2025 until June 30, 2030.

**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, or such additional time as is reasonably necessary to correct the failure using reasonable diligence. In addition, either party may terminate this contract with out cause with ninety days notice (90).

**SECTION 3: OPERATIONS PAYMENT** In consideration of the services described herein, for FY '26, the City shall pay Main Street Four Hundred Thousand Dollars ($400,000) to be paid in equal quarterly allocations. Payments shall be made at the beginning of each quarter. If Main Street determines more than a $100,000 payment is needed for a quarter, Main Street shall make a written request to the City Manager and the City Manager shall have the authority to authorize payment larger than $100,000 and in the amount requested so long as total payments do not exceed $400,000 over the term of the first year contract. Main Street shall conduct fundraising efforts to offset the need for all of the $400,000 from the City For FY '26. In the event this contract for services is terminated, the City shall not be obligated to make any further quarterly allocation payments. Future payments will be generally guided based on fundraising results from the previous year. However, the City's intent is to lower its financial support to lower than 50% of the total budget by year 4.

As to each following year through 2030, the city agrees to pay to Main Street quarterly installments based on a mutually agreed upon dollar amount. The total amount of city funding received by Main Street through these quarterly payments in each subsequent year shall be decided no later than April 30 of the fiscal year preceding the requested financial assistance. Main Street shall submit in writing a request for funding to the City Manager's office outlining the financial request, yearly goals and a financial analysis of fundraising efforts for the current fiscal year as well as projected fundraising efforts for the upcoming year. This request shall be submitted to the City Manager's office no later than March 30 of each fiscal year. Once dollar amount is determined, Such agreement shall be memorialized in an addendum to this contract and shall be adopted with the annual City of Paducah's budget providing no notice has been given to terminate said agreement.

**SECTION 4: OBJECTIVES AND SERVICES** Main Street shall perform the following services for and on behalf of the City in consideration for the allocation payments described above:

- Adhere to the Four Principles: Organization, Design, Economic Vitality, and Promotion embodied through the committee structure of the Main Street model.
- Promote economic development, historic preservation, monetary investment and market downtown Historic Paducah through a yearly work plan following the four-point approach. Recruit targeted businesses to downtown as recommended in conjunction with the John Fischer report. Said report shall be attached to the executed Main Street contract as Exhibit A for reference.
- Maintain liaison with the Kentucky Heritage council and Kentucky Main Street program and prepare for the City reports or materials required by and for the Main Street program to maintain accreditation as applicable.
- Work in partnership with planning staff to administer both the existing Main Street incentive programs in addition to all others created in conjunction with this contract.
- Facilitate monthly downtown merchant/business meetings.
- Serve as a forum for downtown interests capable of providing the City a consensus of downtown stakeholders regarding proposed City actions.
- Work in conjunction with various festival boards, other non- profits located in the district as well as the convention and visitors bureau to provide the city with a consensus of downtown stakeholders on actions needed to resolve problems and support the common goals of the downtown district.
- Main Street shall retain a director/officer insurance policy for the term of this contract.
- Work with Realtors and property owners to maintain a current available property list and promote through social media outlets.
- Expand Upstairs Downtown Tour fundraising initiative.
- Create and maintain a website as well as other social media outlets to promote businesses and events in the Historic district.
- Support Main Street area businesses through promotional activities and continue to increase downtown participation through hosting promotions and events (See Exhibit B attached).

- Provide support to City staff by having the Main Street Program Manager/ Director serve as the City's Downtown Coordinator and provide feedback on permit requests in the targeted downtown district.
- Staff the promotional events and programs with Main Street organization volunteers as well as hired promoters.
- Work with and / or employ Festival Coordinator to facilitate the BBQ on the River Festival and monitor information on the BBQ on the river website as well as provide support to other downtown festivals.
- Work in partnership with the Columbia Theater LLC to Market the Columbia Theatre.

**SECTION 5: ACCOUNTING**

(A) An accounting and/or payroll firm mutually agreed upon by the city manager or his/her designee and the MS board president shall conduct accounting, payroll, and financial management for Main Street and shall make regular reports become available of Main Street's expenditures to help ensure such expenditures are proper.

(B) City shall have the right to inspect the operations of Main Street, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.

(C) Main Street shall supply a financial audit to the City every three years. In such case said audit is not satisfactory or not provided. Main Street shall pay for third party audit or the actual billed hours for the City auditors to audit Main Street. In addition, the 990's of the Main Street organization shall be submitted to the City of Paducah no later than November 30 following each fiscal year and shall be posted to the MS website at that time.

(D) Main Street shall provide updated copies of its Bylaws (including an amendment thereto) and meeting minutes to the City Clerk within thirty (30) days of approval of such documents by the Board of Directors.

**SECTION 6: OFFICE AND MANAGEMENT** Main Street agrees to secure and maintain an office located in the downtown district, at which it will keep regular business hours. Main Street will hire a manager/director, who shall work as a full time employee.

**SECTION 7: BOARD** Main Street agrees to work with the City and the Mayor to appoint a Board of Directors, consisting of no less than five (5) but no more than seven (7) board members. For future board appointments the Main Street board will identify, vet and recommend three individuals for each vacancy. The Mayor will select a board member from the recommended list. After the initial one year term of board appointments, those whose terms expire will be reappointed by the Mayor but by second year of operation, board appointments made by the City of Paducah shall not exceed three total board members. Board Member Terms shall be staggered in one, two and three year terms as cited in the Main Street by-laws. Said bylaws will read 3 members appointed to one year terms, two members appointed to two year terms and two members appointed to three year terms. No one shall serve more than two three year terms consecutively,

**SECTION 8: INSURANCE** Main Street shall maintain and keep in full force and effect comprehensive general liability insurance, Directors and Officer's insurance, and employment practices liability insurance in amounts sufficient to cover its operations. For events, a minimum $ 1 million coverage will be required naming the city of Paducah as additionally insured.

**SECTION 9: INDEMNIFICATION** Each party ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party, including its officers, employees, and agents ("Indemnified Party"), from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: a) the negligent or wrongful acts or omissions of the Indemnifying Party, its employees, agents, or contractors; b) any breach of this Agreement by the Indemnifying Party; or c) any violation of applicable laws or regulations by the Indemnifying Party. This obligation shall survive the termination or expiration of this Agreement. Nothing herein shall be construed to waive any legal immunities or limitations of liability provided by law.

**SECTION 10: WITHDRAWAL OF FUNDS** Notwithstanding any other provision in this Contract for Services, in the event it is alleged that any funds provided to Main Street are used for some purpose other than in furtherance of the services described herein, the City shall provide written notice to Main street to investigate and respond in writing. A determination of the issue shall be made only after good faith efforts have been made to resolve the issue between the City and Main Street. If it is determined by the parties that such a breach has occurred, and that not good faith remediations cannot resolve the issue, then the City shall have the right to withdraw any and all further funding and shall have the right to terminate this Contract for Services and shall have the right to all remedies provided in the law to seek reimbursement for all improperly accounted for monies.

**SECTION 11: NOTICE** Any notice required or permitted to be given hereunder shall be deemed sufficiently mailed by registered or certified mail as follows:

**To City:**
City of Paducah
Attn: City Manager
P.O. Box 2267
Paducah, Kentucky 42002-2267

**To Main Street:**
Main Street of Paducah, Inc.
XXXXXXXXXXXXXXX
Paducah, Kentucky 42001

**SECTION 12: GENERAL PROVISIONS**

A. **Assignment.** Neither party may assign any rights nor delegate any duties under this Agreement without the other party's prior written consent. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

B. **Choice of Law: Forum.** This Agreement will be governed by and construed and interpreted according to the substantive laws of the Commonwealth of Kentucky, without giving effect to its choice of law provisions. The parties hereby consent to the exclusive jurisdiction of the state courts sitting in McCracken County, Kentucky and/or the federal court for the Western District of Kentucky, Paducah Division with respect to all matters arising out of or related to this Agreement.

C. **Amendment.** This Agreement may be amended, modified or supplemented only by a writing that refers explicitly to this Agreement and that is signed by authorized representatives on behalf of both parties.

D. **Waiver**. No waiver will be implied from conduct or failure to timely enforce any rights. No waiver will be effective unless in writing and signed on behalf of the party against which the waiver is asserted.

E. **Severability.** If any part of this Agreement is found invalid or unenforceable, then that part will be enforced to the maximum extent permitted by law, and the remainder of this Agreement will remain fully in force.

F. **Entire Agreement; Purpose and Effect of Agreement**. This Agreement (including any exhibits, schedules, or attachments) constitutes the final and entire agreement between the parties relating to its subject matter and supersedes any and all prior or contemporaneous letters, memoranda, representations, discussions, negotiations, understandings and agreements, whether written or oral, with respect to such subject matter, all of the same being merged herein.

G. **Headings.** The Article and Section headings contained herein are for reference only and shall not be construed as substantive parts of this Agreement.

H. **No Third Party Beneficiaries.** There are no third party beneficiaries of this Agreement, and no person other than City and Paducah Main Street, LLC shall have any legally enforceable rights hereunder.

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

**CITY OF PADUCAH**

By _____
GEORGE BRAY, MAYOR

Date: _____

**PADUCAH MAIN STREET INC.**

By _____

Title _____

Date: _____

# Agenda Action Form
# Paducah City Commission

Meeting Date: May 27, 2025

Short Title: Contract for Professional Services with HDR, Inc. for a Not-to-Exceed cost of $185,000.00 for Alternatives Analysis for USACE Reevaluation of Permit #LRL-2008-1267-A - **G. GUEBERT**

Category: Ordinance

Staff Work By: Melanie Townsend
Presentation By: Greg Guebert

Background Information: On October 31, 2012, the USACE, under Department of the Army (DA) Permit # LRL-2008-1267-A, authorized the construction of a land mass extending into the water from the left (south) bank of the Ohio River near Paducah. The work included the construction of a floating dock (transient dock) with an overlook and a gangway with amenities on the left bank of the river, extending from approximately river mile (RM) 935 to RM 935.2. Since the completion of the project in 2017, areas within the original project footprint on the downstream side of the land mass have undergone sediment accumulation to an extent that is hindering the use of the Midwest Terminal loading facility located near RM 935.6. Sediment accumulation along the left descending bank downstream of the land mass and past the Midwest Terminal loading facility was estimated at 596,000 cubic yards (CY) of material based on 2020 information.

On May 28, 2024, the City received correspondence from the USACE advising that they were reevaluating Permit # LRL-2008-1267 based on correspondence received from Midwest Terminal that their facility was no longer accessible due to sedimentation and requested background information from the City regarding the sedimentation along the left descending bank. The City responded to the USACE in July 2024, providing information requested in the May 28, 2024, letter.

On December 30, 2024, the City received correspondence from the USACE advising that the information provided in July had been reviewed by the USACE Regulatory and Engineering Divisions. A memorandum dated November 18, 2024, was provided to the City addressing the USACE's review of material and stating that, "the sedimentation buildup downstream of the transient boat dock is an expected result of the constructed fill in place along the inside bend of the Tennessee River and Ohio River confluence associated with the LRL-2008-1267 authorization." They further determined that, "sedimentation buildup has resulted in indirect effects beyond those evaluated in the permit decision which have negatively affected the operation of the Midwest Terminal transloading facility located downstream of the authorized activity."

Further, the USACE stated that it must determine under 33 CFR 325.7 whether the public interest requires modification of the terms and conditions of the permit, or suspension or revocation of the permit. In doing so, the USACE is asking the City for additional information to provide an alternatives analysis with proposed action plans to alleviate the ongoing effects of the authorized activity on the safe operation of the Midwest Terminal transloading facility within 60 days of receipt of the December letter. The action plan should present the Least Environmentally Damaging Practicable Alternative (LEDPA) to meet the current goals of the authorized activity, while also alleviating the effects on the Midwest Terminal transloading facility. The USACE went on to identify some potential actions which may lessen the adverse impact on the transloading facility, and included:

1) Mechanical removal of the sedimentation to allow sufficient water depth for Midwest Terminal to safely

access and operate the transloading facility in conjunction with the regular maintenance dredging (short-term remedy)
2) Construction of control structures to maintain adequate velocity in the area of the Midwest Terminal transloading facility to prevent further deposition (partial short and long-term remedy)
3) During a TEAMS meeting with the USACE on January 16, 2025, the City also discussed the possibility of action, including extending the previously permitted Midwest Terminal trans-loading facility (LRL-1989-00225) to deeper waters not affected by sedimentation (long-term remedy).
4) The “No Build” action, which maintains the status quo, must also be addressed per the USACE guidance (no remedy).

The USACE stated that it will carefully review the information regarding the city's proposed actions before making further decisions.

The City requested that HDR, Inc. prepare a proposal for the Scope of Work, Deliverables, and Cost for the Alternative Analysis required by the reevaluation of Permit #LRL-2008-1267-A. HDR was chosen due to their prior work for the City in that river area. The City Manager provided a Noncompetitive Negotiation Determination for the contract.

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to execute a Not-To-Exceed contract for $185,000 with HDR, Inc. for professional services to prepare an Alternatives Analysis for reevaluation of Permit # LRL-2008-1267-A.

Attachments:
1. ORD agree-HDR – USACE Re-evaluation
2. 2025-05-06_Proposal_City of Paducah
3. LRL-2008-1267. Notice of Permit Reevaluation
4. LRL-2008-1267. Permit Reevaluation Request for Additional Information. Final
5. 2025-03-13_Noncompetitive Negotiation Determination

**ORDINANCE NO. 2024-____-_____**

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH HDR, INC. NOT TO EXCEED $185,000 FOR ALTERNATIVES ANALYSIS FOR USACE REEVALUATION OF PERMIT #LRL-2008-1267-A

WHEREAS, the City Manager has provided a Noncompetitive Negotiation Determination for this contract;

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

SECTION 1. That the City of Paducah authorizes the Mayor to execute a Contract for Professional Services with HDR, Inc. in the amount not to exceed $185,000 for Alternatives Analysis for USACE Reevaluation of Permit #LRL-2008-1267-A. This expenditure shall be charged to the Dredging Account No. DR0047.

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, May 13, 2025
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by The Paducah Sun, _____
\ord\eng\agree-HDR – USACE Re-evaluation

# Agenda Action Form
# Paducah City Commission

Meeting Date: May 27, 2025

Short Title: Repeal Chapter 2 Division 15 of the Code of Ordinances related to Main Street - **C. GAULT**

Category: Ordinance

Staff Work
By: Carol Gault
Presentation
By: Carol Gault

Background Information: This ordinance repeals Chapter 2 Division 15 of the Code of Ordinances of the City of Paducah related to the establishment of a Main Street Board. This repeal is in preparation for Main Street to move to being an external agency with a contract for services with the City of Paducah.

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation:

Attachments:
1. 2 – Main Street Board of Directors Repeal

**ORDINANCE NO. 2025-_____-_____**

**AN ORDINANCE REPEALING CHAPTER 2, DIVISION 15, MAIN STREET DEPARTMENT BOARD OF DIRECTORS, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY**

WHEREAS, this Ordinance repeals Chapter 2, Division 15, Main Street Department Board of Directors, of the *Code of Ordinances of the City of Paducah, Kentucky*; and

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PADUCAH AS FOLLOWS:**

**SECTION 1.** That Chapter 2, Division 15, Main Street Department Board of Directors, of the Code of Ordinances of the City of Paducah, Kentucky, is hereby repealed in its entirety:

~~DIVISION 15. - MAIN STREET DEPARTMENT BOARD OF DIRECTORS~~

~~Sec. 2-571. - Establishment.~~

~~There is hereby created a board to be known as the Paducah Main Street Board of Directors.~~

~~Sec. 2-572. - Reserved.~~

~~Sec. 2-573. - Terms of members; appointments; vacancies; and compensation.~~

~~The Mayor, and with the consent of a majority of the City Commission, shall appoint seven (7) to nine (9) members of the Advisory Board to be called the Paducah Main Street Board of Directors. The board members initially designated shall serve one (1) for a term of two (2) years, two (2) for a term of three (3) years and two (2) for a term of four (4) years. Each term, except for initial appointments, shall be for four (4) years each, and/or until their successors are appointed and qualified. No member may serve more than two (2) full four-year terms. Vacancies shall be filled in the same manner as in the original appointments and for the unexpired term of the vacancy. Board members shall serve without compensation and may not incur any indebtedness to be paid by the City.~~

~~Sec. 2-574. - Role and function.~~

~~The Main Street Board of Directors shall:~~

~~(1)Assist with National Main Street accreditation.(2)Coordinate with the Downtown Development Specialist in promoting the mission of Main Street and the four (4) point approach (design, organization, promotion and economic restructuring), providing input on programming~~

~~options and providing program review as requested from time to time. The Paducah Main Street Board of Directors shall participate as requested in visionary planning and assist with stimulating greater public awareness and participation by community members and stakeholders.(3)Form citizen/volunteer committees as reasonable and necessary to assist it in its role and function. The Paducah Main Street Board of Directors will select its own Chairperson and Secretary and shall meet not less than quarterly. The Downtown Development Specialist shall attend all meetings of the Paducah Main Street Board of Directors.~~

**SECTION 2. SEVERABILITY.** That if any section, paragraph or provision of this Ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not effect any other section, paragraph or provision hereof, it being the purpose and intent of this Ordinance to make each and every section, paragraph, and provision, hereof separable from all other sections, paragraphs and provisions.

**SECTION 3. COMPLIANCE WITH OPEN MEETINGS LAWS**. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

**SECTION 4. CONFLICTS**. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

**SECTION 5. EFFECTIVE DATE**. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

_____

Mayor George Bray

ATTEST:

_____
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by The Paducah Sun, _____
\ord\2 – Main Street Board of Directors Repeal

# Agenda Action Form
# Paducah City Commission

Meeting Date: May 27, 2025

Short Title: Budget Ordinance - FY2026 -- July 1, 2025 to June 30, 2026 - **J. PERKINS**

Category: Ordinance

Staff Work By: Jonathan Perkins, Audra Kyle, Kamra Davenport, Kristi Gray, Karen Queen
Presentation By:

Background Information:

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation:
The proposed Fiscal Year 2026 budget...

1. Includes all annual debt service payment obligations;
2. Includes 3% wage adjustments as contractually obligated for IAFF, FOP, and AFSCME; and, 3% for non represented full-time employees;
3. Allows for the minimum 10% General, Investment and Solid Waste Funds reserve requirement;
4. Utilizes 'unreserved cash balances' for the General, Investment, Fleet Lease Trust and Bond Funds;
5. Includes State mandated pension contributions;
6. Includes appropriations for numerous outside agencies;
7. Includes funding for BOC priorities; and,
8. Assumes a 4% increase in real estate property tax levy (to be voted on in a separate tax levy ordinance in fall of 2025).

Attachments:
1. Budget FY2026 Ordinance
2. Summary by Type - FY2026
3. Appropriations by Fund- FY2026

**ORDINANCE NO. 2025-06-_____**

AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2025, THROUGH JUNE 30, 2026, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT

WHEREAS, an Annual Operating Budget proposal has been prepared and delivered to the Board of Commissioners of the City of Paducah, KY; and,

WHEREAS, the Board of Commissioners has reviewed and discussed the proposed Annual Operating Budget and desires to adopt it for Fiscal Year 2026.

NOW, THEREFORE, BE IT ORDAINED by the City of Paducah, Kentucky as follows:

**Section 1.** The Annual Operating Budget for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026, including all sources of estimated revenues and appropriations for all City funds as set forth in Exhibit Number 1 attached hereto is hereby adopted.

**Section 2.** The balance of all capital construction, renovation, improvement projects, and grants currently approved and/or nearing completion are hereby approved for re-appropriation and carry over for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026.

**Section 3.** The City does hereby adopt the following financial management policies:

A. The General Fund's minimum undesignated cash balance shall be 10% of the General Fund's budgeted appropriations. The Investment Fund's minimum undesignated cash balance shall be 10% of the Investment Fund's budgeted appropriations. The Solid Waste Fund's minimum unreserved cash balance shall be 10% of the Solid Waste's budgeted operating expenses.

B. The City Manager or designee is authorized to transfer appropriated amounts between funds, departmental budget line items, projects, between divisions of departments, and between departments as shown in Exhibit Number 1.

C. Funds appropriated as Administrative contingency shall be obligated at the discretion of the City Manager, however, the Board of Commissioners shall be notified five calendar days prior to obligation of the proposed expenditure. If any individual member of the Board of Commissioners requests Commission review of a proposed expenditure, the City Manager shall bring expenditure before the Commission for approval by municipal order, or not proceed.

D. City Manager shall assure that recurring revenues and resources are greater than or equal to recurring expenditures. The City Manager or his designee shall be authorized to increase appropriations in an amount not to exceed any unanticipated increases in revenue or resources.

E. The City Manager has the authority to enact a budget allocation program or to transfer funds to or from any departmental line item appropriation. Department Directors shall be responsible for keeping all appropriated accounts within their respective department positive.

F. As vehicles are acquired, the City will fully fund the Fleet Lease Trust Fund in order to replace rolling stock owned by the Fleet Lease Trust Fund as it achieves obsolescence. The Fleet Lease Trust Fund shall be funded with monthly lease charges assigned to rolling stock as determined by the Finance Director or his designee. All non-enterprise funded rolling stock is owned by the City's Fleet Lease Trust Fund, and leased to respective departments for use.

G. The City will maintain a self-insurance fund called Health Insurance Trust Fund through the use of user fees as set by administrative policy.

H. In fiscal year 2006, the City issued a General Obligation Bond (GOB) for the Police and Firefighters' Pension Fund (PFPF) bringing the fund up to an actuarially sound basis; however, the multi-year recession starting in fiscal year 2009 reduced the fund's corpus leaving an unfunded liability. Funding is provided in the General Fund of this ordinance to further address the PFPF unfunded liability.

I. The City will provide to all eligible employees up to a $727 per month credit (for the months of July - December 2025) to be applied to the Comprehensive Health Insurance Benefit Plan (Cafeteria Plan) as directed by the employee. In January 2026, this monthly credit may be adjusted by the Board of Commissioners as recommended by the City Manager or his designee.

J. The City will maintain a special fund called Investment Fund, and is considered an extension of the General Fund. The Investment Fund is funded with a 1/2 cent portion of the City's occupational license fee (employee payroll withholding tax). This fund is dedicated to the following expenditures: economic development, neighborhood re-development, infrastructure capital investment, and property tax relief.

L. The Oak Grove Cemetery (PF0048) project will be funded in the following manner: 30% of all cemetery lot sales, and 30% of all cemetery crypt sales will be credited to the project. Proceeds are to be used solely for the general care, maintenance, and embellishments of the cemetery.

**Section 4.** The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.

**Section 5.** All prior Municipal Orders or Ordinances or parts of any Municipal Order or Ordinance in conflict herewith are hereby repealed.

**Section 6.** This ordinance shall be read on two separate days and will become effective upon publication in full pursuant to KRS Chapter 424.

_____
George Bray, Mayor

ATTEST:

_____
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, May , 2025
Adopted by the Board of Commissioners, June , 2025
Recorded by Lindsay Parish, City Clerk, July , 2025
Published by The Paducah Sun,
ORD\FINANCE\Budget FY2026

**City of Paducah**
**Annual Operating Budget for All Funds and Categories of Government**
**Estimated Appropriations & Expenditures**
**FY2026 (July 1, 2025 to June 30, 2026)**
**Exhibit No. 1**

| | General Fund | Special Revenues | Capital Projects | Debt Service | Enterprise Funds | Internal Service | Trust Funds | Total |
|---|---|---|---|---|---|---|---|---|
| **Sources:** | | | | | | | | |
| Fines | $ 117,000 | $ 30,000 | $ - | $ - | $ - | $ - | $ - | $ 147,000 |
| Grants | 986,815 | 0 | - | - | 65,000 | - | - | 1,051,815 |
| Interest Income | 1,500,000 | 404,500 | - | 77,000 | 151,000 | 318,500 | 125,500 | 2,576,500 |
| Bond Proceeds | - | 0 | - | - | - | - | - | 0 |
| Charges for Service | 845,795 | 0 | - | - | 6,792,500 | 5,573,341 | 0 | 13,211,636 |
| Other Fees | 57,000 | 239,750 | - | - | 1,000 | - | 500 | 298,250 |
| Occupational License | 34,022,500 | 8,825,000 | - | 1,853,657 | - | - | - | 44,701,157 |
| Permits & Fees | 543,750 | - | - | - | 5,500 | - | - | 549,250 |
| Property Rent | 507,590 | 142,513 | - | 0 | 36,000 | 1,338,203 | - | 2,024,306 |
| Property Taxes | 9,530,650 | - | - | - | - | - | - | 9,530,650 |
| Recreation Fees | 147,000 | - | - | - | - | - | - | 147,000 |
| Sales | 27,000 | - | - | - | 73,000 | 25,000 | 320,425 | 445,425 |
| Other Taxes | - | 3,585,000 | - | - | - | - | - | 3,585,000 |
| Total | $ 48,285,100 | $ 13,226,763 | $ - | $ 1,930,657 | $ 7,124,000 | $ 7,255,044 | $ 446,425 | $ 78,267,989 |
| Fund Transfers In | $ 654,980 | $ 2,500,000 | $ 11,947,805 | $ 2,805,229 | $ 30,044 | $ 344,125 | $ 295,000 | $ 18,577,183 |
| **Total Sources** | **$ 48,940,080** | **$ 15,726,763** | **$ 11,947,805** | **$ 4,735,886** | **$ 7,154,044** | **$ 7,599,169** | **$ 741,425** | **$ 96,845,172** |
| **Expenditures:** | | | | | | | | |
| Administration | $ 2,780,410 | $ - | $ - | $ - | $ - | $ - | $ - | $ 2,780,410 |
| Finance | 1,610,778 | 28,163,094 | 760,000 | 5,567,361 | - | 8,131,836 | - | 44,233,069 |
| Information Technology | 2,124,648 | - | 35,000 | - | - | - | - | 2,159,648 |
| Customer Experience | 619,159 | - | - | - | - | - | - | 619,159 |
| Planning | 980,215 | - | 1,785,010 | - | - | - | - | 2,765,225 |
| Police | 14,130,578 | 112,165 | 50,000 | - | - | - | - | 14,292,743 |
| Fire | 12,369,870 | - | 285,000 | - | - | - | - | 12,654,870 |
| Public Works | 5,267,042 | 3,116,000 | 800,000 | - | 7,536,024 | 1,092,826 | - | 17,811,892 |
| Parks | 4,590,617 | - | - | - | 444,544 | - | - | 5,035,161 |
| Cable Authority | 89,540 | - | - | - | - | - | - | 89,540 |
| Human Rights | 17,605 | - | - | - | - | - | - | 17,605 |
| Engineering | 2,225,722 | - | 5,550,000 | - | - | - | - | 7,775,722 |
| Human Resources | 732,671 | - | - | - | - | - | - | 732,671 |
| Investment Fund | - | 1,532,900 | - | - | - | - | - | 1,532,900 |
| E911 | - | 3,201,201 | 2,682,795 | - | - | - | - | 5,883,996 |
| Solid Waste | - | - | - | - | - | - | - | 0 |
| Pensions | - | - | - | - | - | - | 817,140 | 817,140 |
| Fund Transfers Out | 3,660,079 | 14,302,629 | - | - | 516,495 | 97,980 | - | 18,577,183 |
| Total Expenditures | **$ 51,198,934** | **$ 50,427,989** | **$ 11,947,805** | **$ 5,567,361** | **$ 8,497,063** | **$ 9,322,642** | **$ 817,140** | **$ 137,778,934** |
| Reserves Utilized (Beg. Cash) | **$ (2,258,854)** | **$ (34,701,226)** | **$ -** | **$ (831,475)** | **$ (1,343,019)** | **$ (1,723,473)** | **$ (75,715)** | **$ (40,933,762)** |

| FUNDS | APPROPRIATIONS |
|---|---|
| GENERAL | $ 51,198,934 |
| MAP | 3,116,000 |
| INVESTMENT | 7,887,440 |
| TIF | 123,000 |
| E911 | 3,343,495 |
| OPIOID | 53,096 |
| COURT AWARDS | 112,165 |
| ROOM TAX | 1,855,000 |
| DEBT | 5,567,361 |
| CIP | 11,947,805 |
| BOND FUND | 33,795,280 |
| SOLID WASTE | 8,052,519 |
| TRANSIENT BOAT DOCK | 444,544 |
| RENTAL | 142,513 |
| FLEET MAINTENANCE | 1,092,826 |
| FLEET LEASE TRUST | 2,853,765 |
| INSURANCE | 1,330,581 |
| HEALTH INSURANCE | 4,045,470 |
| PFPF | 731,715 |
| OTHER TRUSTS | 85,425 |
| | **$ 137,778,934** |