



Amended 7-21-2025

**CITY COMMISSION MEETING
AGENDA FOR JULY 22, 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

PRESENTATION Employee recognition of Officer Brooke Adams - B. LAIRD

PRESENTATION Duchess of Paducah to Pam Russell

INTRODUCTIONS Summer Youth Program Participants - A. CLARK & C. YARBER

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.

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for July 9, 2025, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Reappointment of Jill Durham, Storm Wilson and J. Wayne Armbruster to the Civic Beautification Board.
	D.	Appointment of Jennifer Swanson to the Code Enforcement Board.
	E.	Appointment of Rachel Robinson to the Paducah Human Rights Commission
	F.	Personnel Actions
	G.	Approve Contract For Services with Paducah Transit Authority for FY2026 in the amount of \$215,000 - D. JORDAN
	H.	Approve FY2026 Contract with Paducah Junior College, Inc., for the Community Scholarship Program - D. JORDAN

		I.	Declaration and Sale of Surplus Property 816 South 12th Street - C. GAULT
		J.	Declaration and Sale of Surplus Property located at 1201 Oscar Cross Avenue - C. GAULT
		K.	Authorize the Certificate of Approval to Support the Issuance of Bonds by the Kentucky Bond Development Corporation for the Benefit of Baptist Healthcare Systems, Inc. - D. JORDAN
		L.	Authorize a Contract with Stringfellow, through Sourcewell Purchasing Agent contract 091219-THC, for the purchase of a Front Loader for use by the Public Works Refuse Division in the amount of \$379,868.56 - C. YARBER
		M.	Authorize a Contract with Stringfellow, through Sourcewell Purchasing Agent contract 040621-HMC, for the purchase of a Pac-Mac KBF-20 Brush Loader for use by the Public Works Street Division in the amount of \$229,337.00 - C. YARBER
		N.	Authorize a Contract with Atlantic, through Sourcewell Purchasing Agent contract #110223-MCN, for the purchase of a Side Arm for use by the Public Works Refuse Division in the amount of \$438,751.70. C YARBER
		O.	Purchase of One (1) John Deere 5100E cab Tractor and 520M Loader for use by the Floodwall Department and One (1) John Deere Z920M ZTrak for use by the Parks Department, in the total amount of \$72,290.30 - C. YARBER
		P.	Purchase of One (1) Crew Cab Dump Truck for use by the Public Works Department Street Division, in the amount of \$95,665 - C. YARBER
		Q.	Purchase of Ten (10) Police Pursuit Rates SUV's for use by the Paducah Police Department, in the total amount of \$556,000 - C. YARBER
		R.	Declaration of Trust and Trust Partnership Agreement for the Kentucky League of Cities Worker's Compensation Trust - S. WILCOX
		S.	Approve the State-wide Mutual Aid Agreement - S. KYLE
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	<u>Authorize the City to Provide Local Match Funding and Serve as the Grantee for KPDI Grant for Speculative Building - D. JORDAN</u>
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Southside Revitalization Plan - C. GAULT & P. STROUP
	IV.	<u>DISCUSSION</u>	
		A.	Strengthening Civic Engagement through Compensation of Boards & Commissions - L. PARISH

	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VI.	<u>EXECUTIVE SESSION</u>	

July 8, 2025

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, July 8, 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 City Clerk, Lindsay Parish, 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.

PUBLIC COMMENTS

Three County residents signed up to make public comments regarding the flooding in the County: Joe Burkhead, Krystal Tyree, Bonny Joyce Christy. The Mayor addressed the individuals and commented that since this is the third meeting that individuals have shown up to make comments, he is requesting that one person be appointed to speak. Joe Burkhead made comments concerning the “Friends of Island Creek” and the flooding in the County.

CONSENT AGENDA

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

I(A)	Approve Minutes for the June 24, 2025, Board of Commissioners meeting.
I(B)	Receive and File Documents <u>Contract File:</u> 1. Contract with PFGW – 90% Design – Paducah Sports Park – MO #3048 (Documents are in Laser Fiche) 2. Employment Agreement with Matthew Wentworth – MO #3058 3. Contract For Services – Paducah Junior College (Community Scholarship Program) – MO #3060 4. Contract For Services – Paducah Convention & Visitors Bureau – 2025 Quilt Show Funding – signed by Daron Jordan, City Manager <u>Financials:</u> 1. Paducah Water Financials – November 30, 2024, through May 31, 2025
I(C)	Reappointment of Kimberly Yates and Irhonda Lovelace to the Paducah Human Rights Commission. These terms shall expire July 25, 2028.
I(D)	Personnel Actions

July 8, 2025

I(E)	A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 3 TO THE PROFESSIONAL SERVICES CONTRACT WITH HDR, INC., FOR THE PADUCAH RIVERFRONT INFRASTRUCTURE IMPROVEMENT PROJECT (BUILD GRANT) FOR \$287,100 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME (MO #3064; BK 14)
I(F)	A MUNICIPAL ORDER ACCEPTING THE BID OF RIGHTWAY JANITORIAL SERVICES, LLC IN AN AMOUNT NOT TO EXCEED \$70,000 FOR CUSTODIAL SERVICES FOR PUBLIC RESTROOM FACILITIES IN CITY PARKS WITH ADDITIONAL SERVICES AT UNIT PRICING AS REQUIRED BY THE PARKS AND RECREATION DEPARTMENT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (MO #3065; BK 14)
I(G)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH PAXTON PARK GOLF BOARD, d/b/a PAXTON PARK MUNICIPAL GOLF COURSE, IN AN AMOUNT OF \$100,000 FOR FACILITY OPERATIONS AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE PAYMENT (MO #3066; BK 14)
I(H)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO INITIATE A REQUEST FOR PROPOSALS FOR REPAIRS TO THE SEWER LINE AT THE TRANSIENT BOAT DOCK (MO #3067; BK 14)
I(I)	A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY KENTUCKY LEAGUE OF CITIES FOR WORKERS' COMPENSATION, LIABILITY INSURANCE, AND PROPERTY INSURANCE COVERAGE IN A TOTAL AMOUNT OF \$1,239,144.92 FOR THE CITY OF PADUCAH AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #3068; BK 14)
I(J)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH AXON ENTERPRISES, INC. IN THE AMOUNT OF \$40,508.55 FOR BODYWORN AND IN-VEHICLE CAMERAS FOR THE FIRE DEPARTMENT (MO #3069; BK 14)
I(K)	A MUNICIPAL ORDER ACCEPTING THE BID OF MINTER ROOFING CO., INC. FOR ROOF AND GUTTER REPLACEMENT OF THE PUBLIC WORKS BUILDING IN THE AMOUNT OF \$168,915 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (MO #3070; BK 14)
I(L)	A MUNICIPAL ORDER AUTHORIZING A MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH OMNIA PARTNERS AND AUTHORIZING THE PURCHASE OF ROLL-OUT CONTAINERS, LIDS, AND ADDITIONAL REPLACEMENT PARTS OFF OF THE OMNIA PARTNERS COOPERATIVE PURCHASING CONTRACT WITH TOTER, INC., IN AN AMOUNT NOT TO EXCEED \$200,000 FOR THE PUBLIC WORKS SOLID WASTE DIVISION (MO #3071; 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).

July 8, 2025

MUNICIPAL ORDERS

CONTRACT RENEWAL AND EXPANSION FOR FLOCK SAFETY LICENSE PLATE READERS

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A TWO-YEAR CONTRACT RENEWAL WITH FLOCK SAFETY FOR LICENSE PLATE READERS FOR THE PADUCAH POLICE DEPARTMENT.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(MO #3072; BK 14)**

APPROVE A COMMITMENT OF FINANCIAL SUPPORT FOR THE CONSTRUCTION OF A SPEC BUILDING

Commissioner Thomas offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled “A MUNICIPAL ORDER FORMALIZING THE CITY’S INTENT TO PROVIDE GRANT MATCH FUNDING FOR THE CONSTRUCTION OF A SPECULATIVE BUILDING IN PADUCAH.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(MO #3073; BK 14)**

FINAL DETERMINATION RELATING TO THE EMPLOYEE CONCERN PRESENTED BY MATTHEW MEISER IN ACCORDANCE WITH PADUCAH POLICY HR-43

Commissioner Wilson offered Motion, seconded by Commissioner Thomas, that the Board of Commissioners adopt a Municipal Order entitled “A MUNICIPAL ORDER ISSUING A FINAL DETERMINATION OF THE BOARD OF COMMISSIONERS AS IT RELATES TO AN EMPLOYEE CONCERN PRESENTED BY MATTHEW MEISER IN ACCORDANCE WITH CITY OF PADUCAH POLICY HR-43.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(MO #3074; BK 14)**

ORDINANCE INTRODUCTION

CONSENSUAL ANNEXATION OF 1541 OLIVET CHURCH ROAD AND 6615 BLANDVILLE ROAD

Commissioner Henderson offered motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY ANNEXING CERTAIN

July 8, 2025

PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND ACCURATELY DEFINING THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS.” This Ordinance is summarized as follows: The City of Paducah hereby approves the consensual annexation of certain tracts of property contiguous to the present city limits, located at 1541 Olivet Church Road and 6615 Blandville Road and containing approximately 2.57 acres.

DISCUSSION:

Communications Manager Pam Spencer provided the following summary:

Presentation about Proposed Changes to Solid Waste Operations

“Director of Public Works Chris Yarber presented to the Paducah Board of Commissioners proposed changes to solid waste operations to expand city services and increase operational efficiencies. Below is a summary of several of the PROPOSED changes.

- Curbside recycling will be collected on the same day as household garbage.
- Curbside recycling will be every other week with a calendar created to show the recycling weeks. Currently, the program is twice per month on Mondays with no collection on the fifth Monday for months with five Mondays.
- Brush will be picked up weekly for residents with no need to call in or send a request through an app for collection. There will not be a designated collection day.
- Brush will be collected at no additional charge if the collection pile meets specific size standards. There will be a proposed fee of \$150 if the brush pile exceeds the size standards.
- Residential brush that meets specific size standards will be collected if placed by a contractor.

The goal is for these proposed changes, once finalized and approved, to be effective September 1. In July and August, the ordinances and municipal orders will be updated, a communication plan created, and all operational preparations will be finalized. Additional operational changes will be presented in the future including a proposed expansion of the bulk item collection service.”

Commissioner Smith commended Chris and the Refuse Department on the job they are doing to ensure timely pickup. He said employees are always polite. The Mayor agreed that members of our Refuse Department are essential workers in the City.

COMMENTS:

Commissioner Thomas addressed those in the audience who spoke and attended regarding the flooding in the County. He asked the City Manager what our “next steps” are. The City Manager commented that the City continues to review Standard Operating Procedures (which are approved by the Corps of Engineers) and the Engineering Department has continued dialog with

July 8, 2025

the COE. He emphasized that every event is different and that you can operate exactly the same way for each event.

Dialog from the audience continued but the commenters weren't recognized by the Mayor to speak and the comments were not made from the podium microphone.

EXECUTIVE SESSION:

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

- Issues which might lead to the appointment, dismissal or disciplining of an employee, as permitted by KRS 61.810(1)(f)

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

RECONVENE IN OPEN SESSION

Commissioner Wilson offered motion, seconded by Commissioner Henderson, 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 Wilson 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: 6:37 p.m.

ADOPTED: July 22, 2025.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

July 22, 2025

RECEIVE AND FILE DOCUMENTS:

Minute File:

April 4, 2025 – Determination of Noncompetitive Negotiation Emergency Procurement – Rental Agreement with Xylem, Inc. – temporary pumps

Contract File:

1. Contract with Downtown Development Inc. (Main Street) – MO #3053
2. Title VI Program Plan – MO #3056
3. Memorandum of Understanding – Community Scholarship Program – MO #3060
4. Agreement between City of Paducah and the Paducah Public School System – School Resource Officer – MO #3063
5. Contract For Services – Rightway Janitorial Services – MO #3065
6. Contract For Services – Paxton Park – MO #3066
7. Axon Enterprise, Inc. – Fire Department – Signed by Daron Jordan City Manager. Expenditure approved - MO #3069
8. Contract For Services – HDR Engineering – Permit Reevaluation – ORD 2025-05-8845
9. Master Services Agreement – MGT Impact Solutions – Executive Recruitment for Finance Director – Signed by Daron Jordan
10. Contract For Services – Wall to Wall Mural Board \$19,000 – signed by Amie Clark, Parks and Recreation Director
11. Contract with River Heritage Museum (through June 30, 2025) \$4,000 – signed by Michelle Smolen, Assistant City Manager

Bids and Proposals File:

1. Janitorial Services in Parks and Public restrooms
 - a. Rightway Janitorial Services – MO #3065
2. Roofing and Gutter Replacement for Public Works Building
 - a. Minter Roofing Co., Inc. – MO #3070 (\$168,915)
 - b. Chambers Roofing Company, Inc.
 - c. Atlas Roofing Contractors, Inc.
 - d. Genesis Roofing

CITY OF PADUCAH
July 22, 2025

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



City Manager's Office Signature



Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
July 22, 2025**

NEW HIRES - FULL-TIME (F/T)

<u>FIRE - SUPPRESSION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Anderson, Stephen D.	Firefighter Appointee	\$16.26/hr	NCS	Non-Ex	July 24, 2025
Koenigsmark, Kyler B.	Firefighter Appointee	\$16.26/hr	NCS	Non-Ex	July 24, 2025
McReynolds, Trevor C.	Firefighter Appointee	\$16.26/hr	NCS	Non-Ex	July 24, 2025
Overstreet, Derik J.	Firefighter Appointee	\$16.26/hr	NCS	Non-Ex	July 24, 2025
Tinin, Anderson J.	Firefighter Appointee	\$16.26/hr	NCS	Non-Ex	July 24, 2025
Wicker, Lane M.	Firefighter Appointee	\$16.26/hr	NCS	Non-Ex	July 24, 2025
<u>PUBLIC WORKS</u>					
Lewis, William Andrew	Right-of-Way Maintenance	\$20.68/hr	NCS	Non-Ex	July 24, 2025

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

<u>E911</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Curry, Harlie N.	Telecommunicator \$21.39/hr	Telecommunicator \$21.82/hr	NCS	Non-Ex	August 7, 2025
<u>FIRE - SUPPRESSION</u>					
Kyle, Stephen	Fire Chief \$78.55/hr	Fire Chief \$80.91/hr	NCS	Ex	June 12, 2025
Kyle, Stephen	Fire Chief \$80.91/hr	Fire Chief \$83.34/hr	NCS	Ex	June 26, 2025
Owen, Christopher T.	Battalion Chief \$40.23/hr	Battalion Chief \$41.44/hr	NCS	Ex	May 29, 2025
Owen, Christopher T.	Battalion Chief \$41.44/hr	Battalion Chief \$42.68/hr	NCS	Ex	June 26, 2025
<u>POLICE</u>					
Barrow, Logan C.	Police Officer \$31.19/hr	Detective \$32.69/hr	NCS	Non-Ex	July 10, 2025
Hodges, William J.	Captain \$49.06/hr	Assistant Chief \$53.97/hr	NCS	Ex	August 7, 2025
Hopp, Matthew L.	Sergeant \$37.32/hr	Captain \$43.86/hr	NCS	Ex	August 7, 2025
Murphy, Jordan T.	Captain \$46.30/hr	Assistant Chief \$53.97/hr	NCS	Ex	September 4, 2025
Wentworth, Matthew	Police Officer \$31.80/hr	Police Officer \$33.74/hr	NCS	Non-Ex	July 10, 2025

TERMINATIONS - FULL-TIME (F/T)

<u>POLICE</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Copeland, Anthony J.	Assistant Chief	Retirement	December 31, 2025
Miller, Thomas S.	Police Officer	Resignation	July 31, 2025

Agenda Action Form

Paducah City Commission

Meeting Date: July 22, 2025

Short Title: Approve Contract For Services with Paducah Transit Authority for FY2026 in the amount of \$215,000 - **D. JORDAN**

Category: Municipal Order

Staff Work By: Claudia
Meeks, Daron Jordan
Presentation By: Daron
Jordan

Background Information: The FY2026 Budget was approved on June 10, 2025, by Ordinance No. 2025-06-8847. The Budget included payment to Paducah Transit Authority in the amount of \$215,000. The Board of Commissioners is now desirous of entering into a contract with Paducah Transit Authority for FY2026 services in the amount of \$215,000, payable in four quarterly installments of \$53,750.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: General Fund

Account Number: 1000 0106 580060

Staff Recommendation: Approve FY2026 Contract

Attachments:

1. MO - contract-Paducah Transit Authority FY2026
2. Contract - Paducah Transit Authority

MUNICIPAL ORDER NO. _____

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

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a contract with Paducah Transit Authority in the amount of \$215,000.00, to be paid in equal quarterly allocations of \$53,750.00, for public transportation services for the Paducah/McCracken County area. This contract shall expire June 30, 2026.

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 22, 2025
Recorded by Claudia S. Meeks, City Clerk, July 22, 2025
\\mo\contract-Paducah Transit Authority FY2026

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2025, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH TRANSIT AUTHORITY**, ("PTA").

WITNESSETH:

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

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

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

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

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2026.

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

SECTION 3: OPERATIONS PAYMENT In consideration of the administrative costs including compensation for personnel who carry out the objectives and services of PTA for services described herein, the City shall, upon receipt of an invoice, pay PTA Two Hundred Fifteen Thousand Dollars (\$215,000) to be paid in equal quarterly allocations of \$53,750 each, with the first being due and payable no later than September 30, 2025.

SECTION 4: OBJECTIVES AND SERVICES PTA shall perform the following services for and on behalf of the city in consideration for the allocation payments described above:

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

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

SECTION 5: ACCOUNTING

- (A) PTA shall conduct all accounting, payroll, financial management, and shall make regular reports of PTA expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of PTA, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) PTA shall supply an annual financial audit to the City on or before October 31, 2025.

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

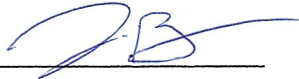
SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PTA are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any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

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

CITY OF PADUCAH

By _____
GEORGE BRAY, Mayor

PADUCAH AREA TRANSIT SYSTEM

By Jeremi Bumpus 
Title Executive Director

Agenda Action Form

Paducah City Commission

Meeting Date: July 22, 2025

Short Title: Approve FY2026 Contract with Paducah Junior College, Inc., for the Community Scholarship Program - **D. JORDAN**

Category: Municipal Order

Staff Work By: Claudia
Meeks, Daron Jordan
Presentation By: Daron
Jordan

Background Information: The FY2026 Budget was approved on June 10, 2025, by Ordinance No. 2025-06-8847. The budget included payment to Paducah Junior College, Inc., for continued support of the Community Scholarship Program in the amount of \$100,000. The Board of Commissioners is now desirous of entering into a contract with Paducah Junior College, Inc. for FY2026 services in the amount of \$100,000 payable by June 30, 2026.

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

Communications Plan:

Funds Available: Account Name: Investment Fund

Account Number: 24000401 580790

Staff Recommendation: Approve FY2026 Contract with Paducah Junior College, Inc., in the amount of \$100,000.

Attachments:

1. MO- contract – Paducah Junior College FY26 – Community Scholarship
2. Contract - Paducah Junior College, Inc

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER OF THE CITY OF PADUCAH AUTHORIZING AN FY2026 CONTRACT FOR SERVICES WITH PADUCAH JUNIOR COLLEGE, INC., FOR THE COMMUNITY SCHOLARSHIP PROGRAM IN THE AMOUNT OF \$100,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT, THE MEMORANDUM OF UNDERSTANDING REGARDING THE COMMUNITY SCHOLARSHIP PROGRAM, AND ANY OTHER DOCUMENTS RELATED THERETO.

SECTION 1. That the Mayor is hereby authorized to execute a contract with Paducah Junior College, Inc. in the amount of \$100,000 for the Community Scholarship Program, which shall be payable no later than June 30, 2026. This contract shall expire June 30, 2026. The Mayor is further authorized to execute a Memorandum of Understanding creating a public-private educational partnership, as well as any other documents related thereto.

SECTION 2. This expenditure shall be charged to the Investment Fund, Account No. 24000401-580790.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners July 22, 2025
Recorded by Lindsay Parish, City Clerk, July 22, 2025
\\mo\\contract – Paducah Junior College FY26 – Community Scholarship

CONTRACT FOR SERVICES

This Contract for Services, effective this 5 day of July, 2025, by and between the CITY OF PADUCAH ("City") and PADUCAH JUNIOR COLLEGE, INC. (PJC, Inc.).

WITNESSETH:

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

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

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

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

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2026.

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

SECTION 3: OPERATIONS PAYMENT In consideration of providing education and training and to carry out the objectives of PJC, Inc., the City shall pay PJC, Inc., the sum of ONE HUNDRED THOUSAND AND NO/100 (\$100,000) DOLLARS in a one-time amount no later than June 30, 2025. PJC, Inc., shall provide an invoice to the City of Paducah prior to payment being made. In the event that this contract for services is terminated, the City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES - PJC, Inc., will guarantee Paducah and McCracken County 8th graders who meet prescribed standards through their final four years of high school, a tuition scholarship for up to sixty (60) hours of college credit at WKCTC.

SECTION 5: ACCOUNTING

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

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

(C) PJC will provide a written financial report as of December 31st and June 30th during the term of this contract to the City Manager's Office by the 15th day of the 2nd month following the



reporting date. The financial report, at minimum, shall disclose the dollar amounts that the City, County and others (each shown separately) have contributed to the PJC for the Community Scholarship program by fiscal year and the interest earned thereon. The report shall fully disclose how funds were used by fiscal year and purpose.

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

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

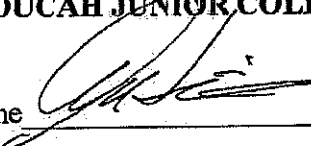
Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

GEORGE BRAY, Mayor

PADUCAH JUNIOR COLLEGE, INC.

Name

 Andy Wilson

Title

Executive Director, PJC Foundation

Agenda Action Form

Paducah City Commission

Meeting Date: July 22, 2025

Short Title: Declaration and Sale of Surplus Property 816 South 12th Street - **C. GAULT**

Category: Municipal Order

Staff Work
By: Nancy
Upchurch
Presentation
By: Carol Gault

Background Information: Sharon Poat, of Paducah Alliance of Neighbors requests the donation of the property to construct a 3-bedroom, 2-bath single-family home. The proposed investment is \$195,000. Upon completion, the home will be sold to Shakeitha Douglas, a pre-approved buyer.

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

If yes, please list the Commission Priority: Quality/Affordable Housing
Southside Revitalization

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: It is recommended that the Commission determine that the property located at 816 South 12th Street is surplus and accept the request of the Sharon Poat, Paducah Alliance of Neighbors and donate the vacant lot, subject to the inclusion of a clause stating that the property would revert to the City if the owner fails to comply with the submitted proposal to substantially complete the project within one year.

Attachments:

1. MO - prop sale to Paducah Alliance of Neighbors – 816 South 12th Street
2. SOA2025-0005 Staff Report 816 South 12th Street

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 816 SOUTH 12TH STREET, PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, TRANSFERRING THE PROPERTY WITHOUT COMPENSATION TO PADUCAH ALLIANCE OF NEIGHBORS FOR ECONOMIC DEVELOPMENT PURPOSES, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to Section 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, 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 816 South 12th Street, Paducah, KY, which constitutes surplus real estate; and

WHEREAS, it is recommended that the City of Paducah accept the request of the Paducah Alliance of Neighbors to transfer the property in accordance with KRS 82.083(5), and subject to the standard clause stating that the property would revert back to the City if the owner fails to comply with the submitted proposal and fails to substantially complete the project within one year; and

WHEREAS, the City desires to accept the proposal of Paducah Alliance of Neighbors, to make improvements to the property to construct a three-bedroom, two-bath single family home, with a proposed investment in the amount of \$195,000. Upon completion, the home will be sold to Shakeitha Douglas, a pre-approved buyer.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 816 South 12th Street, Paducah, Kentucky, to be surplus property as it relates to the operations of the City, and authorizes the transfer of the property to Paducah Alliance of Neighbors in accordance with the proposal of Paducah Alliance of Neighbors. Further, it is determined that it is necessary and desirable and in the best interest of the City to execute the consideration certificate contained in said deed of conveyance.

SECTION 2. The Mayor is hereby authorized to execute the deed of conveyance and any necessary documents to complete the transfer of the real property approved in Section 1 above.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 22, 2025
Recorded by Lindsay Parish, City Clerk, July 22, 2025
\\mo\prop sale to Paducah Alliance of Neighbors – 816 South 12th Street



STAFF REPORT PADUCAH CITY COMMISSION

APPLICATION INFORMATION

ADDRESS	816 South 12 th Street
CASE NO.	SOA2025-0005
OWNER	City of Paducah
APPLICANT	Paducah Alliance of Neighbors for Shakethia Douglas
AGENT	---
REQUEST	Sale of Asset
HEARING DATE	

GENERAL SITE INFORMATION

CURRENT ZONING	R-3
CURRENT LAND USE	Vacant
COMPREHENSIVE PLAN	Neighborhood Conservation
CURRENT IMPROVEMENTS	None
FLOODPLAIN	No
PUBLIC UTILITIES	Power, gas, water
PUBLIC SERVICES	Paducah Fire, Paducah Police

SURROUNDING AREA INFORMATION

	SURROUNDING ZONING	SURROUNDING LAND USE
NORTH	R-4	Vacant Lot
SOUTH	R-4	Residential
EAST	R-4	Residential
WEST	R-4	Residential

GENERAL INFORMATION

The disposition of surplus or excess property is governed by City Code Section 2-668; which references KRS 82.083.

STAFF REPORT

ACQUISITION OF THE PROPERTY

The City of Paducah acquired this property on Oct. 23, 2005. The structure on the lot was demolished sometime between 1990 and 2005. The intended use for the property was to market to a developer that would construct a home on the lot.

This property has been advertised several times, the last time being in May, 2022. There has never been a bid submitted on this property. KRS 82.083(5) states "If a city receives no bids for the real or personal property, either at public or electronic auction or by sealed bid the property may be disposed of, consistent with the public interest, in any manner deemed appropriate by the City. In those instances, a written description of the property, the method of disposal, and the amount of compensation, if any, shall be made."

DESCRIPTION OF THE PROPERTY: 816 South 12th Street



STAFF REPORT

DISPOSITION OF THE PROPERTY

Typically, it is in the best interest of the City to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs. Method of Disposition: The property was advertised and we received no acceptable bids on the property.

BID INFORMATION

BID # 1	Paducah Alliance of Neighbors	Bid Amount: Donation
	Sharon Poat of Paducah Alliance of neighbors requests the donation of the property to construct a 3-bedroom, 2-bath single-family home. The proposed investment is \$195,000. Upon completion, the home will be sold to Shakethia Douglas, a pre-approved buyer.	

STAFF RECOMMENDATION

It is recommended that the Commission determine that the property is surplus and accept the request of the Sharon Poat, Paducah Alliance of Neighbors and donate the vacant lot, subject to the inclusion of a clause stating that the property would revert to the City if the owner fails to comply with the submitted proposal to substantially complete the project within one year.

Agenda Action Form

Paducah City Commission

Meeting Date: July 22, 2025

Short Title: Declaration and Sale of Surplus Property located at 1201 Oscar Cross Avenue - **C. GAULT**

Category: Municipal Order

Staff Work
By: Nancy
Upchurch
Presentation
By: Carol Gault

Background Information: Sharon Poat, of Paducah Alliance of Neighbors requests the donation of the property to construct a 3-bedroom, 2-bath single-family home. The proposed investment is \$167,500. Upon completion, the home will be sold to Marie Watkins, a pre-approved buyer.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: It is recommended that the Commission determine that the property located 1201 Oscar Cross Avenue is surplus and accept the request of the Sharon Poat, Paducah Alliance of Neighbors and donate the vacant lot, subject to the inclusion of a clause stating that the property would revert to the City if the owner fails to comply with the submitted proposal to substantially complete the project within one year.

Attachments:

1. MO - prop sale to Paducah Alliance of Neighbors – 1201 Oscar Cross Avenue
2. SOA2025-0006 Staff Report 1201 Oscar Cross

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1201 OSCAR CROSS AVENUE, PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, TRANSFERRING THE PROPERTY WITHOUT COMPENSATION TO PADUCAH ALLIANCE OF NEIGHBORS FOR ECONOMIC DEVELOPMENT PURPOSES, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to Section 2-668 of the Code of Ordinances of the City of Paducah, Kentucky, 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 1201 Oscar Cross Avenue, Paducah, KY, which constitutes surplus real estate; and

WHEREAS, it is recommended that the City of Paducah accept the request of the Paducah Alliance of Neighbors to transfer the property in accordance with KRS 82.083(5), and subject to the standard clause stating that the property would revert back to the City if the owner fails to comply with the submitted proposal and fails to substantially complete the project within one year; and

WHEREAS, the City desires to accept the proposal of Paducah Alliance of Neighbors, to make improvements to the property to construct a two-bedroom, one-bath single family home, with a proposed investment in the amount of \$167,500. Upon completion, the home will be sold to Marie Watkins, a pre-approved buyer.

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

SECTION 1. The Board of Commissioners hereby declares the property located at 1201 Oscar Cross Avenue, Paducah, Kentucky, to be surplus property as it relates to the operations of the City, and authorizes the transfer of the property to Paducah Alliance of Neighbors in accordance with the proposal of Paducah Alliance of Neighbors. Further, it is determined that it is necessary and desirable and in the best interest of the City to execute the consideration certificate contained in said deed of conveyance.

SECTION 2. The Mayor is hereby authorized to execute the deed of conveyance and any necessary documents to complete the transfer of the real property approved in Section 1 above.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 22, 2025
Recorded by Lindsay Parish, City Clerk, July 22, 2025
\\mo\prop sale to Paducah Alliance of Neighbors – 1201 Oscar Cross Avenue



STAFF REPORT PADUCAH CITY COMMISSION

APPLICATION INFORMATION

ADDRESS	1201 Oscar Cross Avenue
CASE NO.	SOA2025-0006
OWNER	City of Paducah
APPLICANT	Paducah Alliance of Neighbors for Marie Watkins
AGENT	---
REQUEST	Sale of Asset
HEARING DATE	

GENERAL SITE INFORMATION

CURRENT ZONING	R-3
CURRENT LAND USE	Vacant
COMPREHENSIVE PLAN	Neighborhood Conservation
CURRENT IMPROVEMENTS	None
FLOODPLAIN	No
PUBLIC UTILITIES	Power, gas, water
PUBLIC SERVICES	Paducah Fire, Paducah Police

SURROUNDING AREA INFORMATION

	SURROUNDING ZONING	SURROUNDING LAND USE
NORTH	R-4	Vacant Lot
SOUTH	R-4	Vacant Lot
EAST	R-4	Residential
WEST	R-4	Commercial

GENERAL INFORMATION

The disposition of surplus or excess property is governed by City Code Section 2-668; which references KRS 82.083.

ACQUISITION OF THE PROPERTY

The City of Paducah acquired this property on Feb. 19, 2019. I found no evidence that a home was ever on this lot. The intended use for the property was to market to a developer that would construct a home on the lot.

This property has been advertised several times, the last time being in May, 2022. There has never been a bid submitted on this property. KRS 82.083(5) states "If a city receives no bids for the real or personal property, either at public or electronic auction or by sealed bid the property may be disposed of, consistent with the public interest, in any manner deemed appropriate by the City. In those instances, a written description of the property, the method of disposal, and the amount of compensation, if any, shall be made."

DESCRIPTION OF THE PROPERTY: 1201 Oscar Cross Ave.



Note: The photograph shows the home on the adjacent lot encroaching onto this lot. We had the property surveyed to confirm that the home is on a separate lot.

STAFF REPORT

DISPOSITION OF THE PROPERTY

Typically, it is in the best interest of the City to transfer ownership of underutilized parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs. Method of Disposition: The property was advertised and we received no acceptable bids on the property.

BID INFORMATION

BID #1	Paducah Alliance of Neighbors	Bid Amount: Donation
	Sharon Poat of Paducah Alliance of neighbors requests the donation of the property to construct a 2-bedroom, 1-bath single-family home. The proposed investment is \$167,500. Upon completion, the home will be sold to Marie Watkins, a pre-approved buyer.	

STAFF RECOMMENDATION

It is recommended that the Commission determine that the property is surplus and accept the request of the Sharon Poat, Paducah Alliance of Neighbors and donate the vacant lot, subject to the inclusion of a clause stating that the property would revert to the City if the owner fails to comply with the submitted proposal to substantially complete the project within one year.

Agenda Action Form

Paducah City Commission

Meeting Date: July 22, 2025

Short Title: Authorize the Certificate of Approval to Support the Issuance of Bonds by the Kentucky Bond Development Corporation for the Benefit of Baptist Healthcare Systems, Inc. - **D. JORDAN**

Category: Municipal Order

Staff Work By: Lindsay
Parish, Daron Jordan
Presentation By: Daron
Jordan

Background Information: Kentucky Bond Development Corporation, a KLC conduit debt issuer, has been approached by Baptist Health to facilitate a deal for them to achieve reimbursement of up to \$450 million in hospital revenue bonds to use to: (1) pay or reimburse the prior payment of all or a portion of the costs of acquiring, constructing, renovating, equipping, or otherwise implementing certain energy-related improvements at certain Baptist Health hospitals and other healthcare facilities, as further described below (collectively, the “Energy Projects”); (2) to pay or reimburse the prior payment of all or a portion of the costs of acquiring, constructing, renovating, equipping, or otherwise improving certain Baptist Health hospitals and other healthcare facilities, as further described below (collectively, the “Non-Energy Projects” and together with the Energy Projects, the “2025 Projects”); (3) pay interest on the Bonds as permitted by the Code; and (4) pay or reimburse the prior payment of certain costs of issuing the Bonds.. This will be done via debt issuance by KBDC on behalf of Baptist Health. The project in Paducah consists of financing, refinancing, or reimbursing all or a portion of the costs of acquiring, constructing, renovating, remodeling, equipping, or otherwise implementing certain energy-related improvements to hospitals and other healthcare facilities at Baptist Health Paducah (\$41,600,000 maximum principal amount) and financing, refinancing, or reimbursing all or a portion of the costs of acquiring, developing, constructing, renovating, building out, equipping, or otherwise implementing improvements to hospitals and other healthcare facilities generally located at Baptist Health Paducah, including, but not limited to, improvements to the surgery department (\$50,000,000 maximum principal amount). Though the bonding does not impact the city in any way, Federal IRS law requires the local government to acknowledge that a hearing was conducted and that the City does not have an issue with the project. The hearing will be conducted on July 28th. This action simply authorizes the Mayor to execute a document acknowledging the hearing took place and that the City approves the project insofar as approval is required to satisfy Federal law.

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 Baptist Health Bonding Certificate of Approval No. 2 - 2025
2. Baptist Health - ENFRA 2025 - TEFRA Notice(62740641.6)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CERTIFICATE OF APPROVAL FOR A PLAN OF FINANCING FOR THE ISSUANCE OF BONDS BY THE KENTUCKY BOND DEVELOPMENT CORPORATION FOR THE BENEFIT OF BAPTIST HEALTHCARE SYSTEM, INC. AND ITS AFFILIATES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a certificate of approval and all other documents necessary for a Plan of Financing for the issuance of bonds by the Kentucky Bond Development Corporation for the benefit of Baptist Healthcare System, Inc. and its affiliates.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish City Clerk, _____
MO\Baptist Health Bonding Certificate of Approval No. 2 - 2025

CERTIFICATE OF APPROVAL BY THE MAYOR OF THE CITY OF
PADUCAH, KENTUCKY OF THE ISSUANCE OF BONDS BY THE
KENTUCKY BOND DEVELOPMENT CORPORATION FOR THE BENEFIT
OF BAPTIST HEALTHCARE SYSTEM, INC.

WHEREAS, Kentuckiana Sustainable Energy Partners LLC, a Delaware limited liability company and a disregarded entity (the “Borrower”), the sole member of which is Genesis Capital Finance Corporation, a Delaware nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), has requested the Kentucky Bond Development Corporation (the “Issuer”) to issue one or more series of revenue bonds in accordance with Chapter 103 of the Kentucky Revised Statutes in an aggregate principal amount up to \$450,000,000 (the “Bonds”); and

WHEREAS, the Borrower will transfer all or a portion of the proceeds of the Bonds to Baptist Healthcare System, Inc. (“Baptist Health”), a Kentucky not-for-profit corporation and an organization described in Section 501(c)(3) of the Code, and the Borrower or Baptist Health will use the proceeds of the Bonds to (1) pay or reimburse the prior payment of all or a portion of the costs of acquiring, constructing, renovating, equipping, or otherwise implementing certain energy-related improvements at certain Baptist Health hospitals and other healthcare facilities (collectively, the “Energy Projects”), as further described in the public hearing notice attached as Exhibit A hereto (the “TEFRA Notice”); (2) to pay or reimburse the prior payment of all or a portion of the costs of acquiring, constructing, renovating, equipping, or otherwise improving certain Baptist Health hospitals and other healthcare facilities, as further described in the TEFRA Notice (collectively, the “Non-Energy Projects” and together with the Energy Projects, the “Projects”); (3) pay interest on the Bonds as permitted by the Code; (4) pay or reimburse the prior payment of certain costs of issuing the Bonds; and

WHEREAS, the TEFRA Notice describes the portion of the Projects located within the jurisdictional boundaries of the City of Paducah, Kentucky (the “Paducah Projects”) and the maximum amount of the Bonds to be used to finance the costs of the Paducah Projects; and

WHEREAS, Baptist Health will own and use the Paducah Projects as described in the TEFRA Notice; and

WHEREAS, Section 147(f) of the Code requires a public approval for the Bonds, given that the Bonds will be issued as qualified 501(c)(3) bonds, and the City of Paducah, Kentucky (the “City”) must approve the Bonds given that the issuance of qualified 501(c)(3) bonds must be approved by the governmental unit having jurisdiction over the area in which any facility financed with the proceeds of Bonds is located; and

WHEREAS, the Mayor of the City is the chief executive officer of the City elected at large and is thereby an “applicable elected representative” permitted to approve the Bonds under Section 147(f) of the Code; and

WHEREAS, under Section 147(f) of the Code, the Issuer has, following due notice, held a public hearing regarding the plan of financing for the Bonds and the Projects; and

WHEREAS, the Bonds will be special and limited obligations of the Issuer payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower, and the principal of and interest on the Bonds will not constitute obligations of the Commonwealth of Kentucky or any political subdivision thereof, including the City.

NOW, THEREFORE, the undersigned hereby certifies as follows:

1. I am the Mayor of the City, being its chief elected executive officer, and I am duly empowered to execute this certificate.

2. I have been informed of the purposes for which the Bonds are proposed to be issued and that the Issuer, at 10:00 a.m. Eastern Standard Time on July 28, 2025, held a public hearing via toll-free telephone, at which time interested individuals were provided a reasonable opportunity to express their views, both orally and in writing, on the plan of financing for proposed issuance of the Bonds for the Projects.

3. Attached hereto as Exhibit B, and made a part hereof by reference, is a copy of an Affidavit of Publication which reflects that the TEFRA Notice was published not less than seven days before the scheduled date of the public hearing in THE PADUCAH SUN, which is in general circulation in the City.

4. For the purpose of complying with the requirements of Section 147(f) of the Code with respect to approval by an applicable elected representative of the governmental unit having jurisdiction over the area in which the Paducah Projects are located, the plan of financing for the issuance of Bonds by the Issuer in one or more series for the Paducah Projects, as set forth above, is hereby approved; provided, however, that in no event shall the City, the Commonwealth of Kentucky, or any other political subdivision thereof be liable for such Bonds, nor shall the Bonds constitute a debt of the City, the Commonwealth of Kentucky, or any other political subdivision thereof. This approval is made solely for the purpose of satisfying Section 147(f) of the Code and shall not be deemed to constitute an approval of the Projects (including the Paducah Projects) financed by the Bonds for any other purpose of the City.

5. The execution and delivery of this approval shall not be construed to impose any liability or responsibility, financial or otherwise, upon the City, and this approval is issued solely as an accommodation by the City to satisfy the requirements of Section 147(f) of the Code.

Dated: July 28, 2025.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 (the “Code”) will be held telephonically at 10:00 a.m. Eastern Standard Time on July 28, 2025 by the Kentucky Bond Development Corporation (the “Issuer”), concerning the proposed issuance, in one or more series or sub-series, of up to \$450,000,000 aggregate principal amount of the Issuer’s Hospital Revenue Bonds, City of Williamsburg, Series 2025 (Baptist Healthcare System Projects) (the “Bonds”), pursuant to a resolution or resolutions of the Issuer.

The proceeds of the Bonds will be loaned to Kentuckiana Sustainable Energy Partners LLC, a Delaware limited liability company and a disregarded entity for federal income tax purposes (the “Borrower”), the sole member of which is Genesis Capital Finance Corporation, a Delaware nonstock corporation and an organization described in Section 501(c)(3) of the Code. The Borrower will transfer all or a portion of the proceeds of the Bonds to Baptist Healthcare System, Inc. (“Baptist Health”), a Kentucky not-for-profit corporation and an organization described in Section 501(c)(3) of the Code, and the Borrower and/or Baptist Health will use the proceeds of the Bonds to: (1) pay or reimburse the prior payment of all or a portion of the costs of acquiring, constructing, renovating, equipping, or otherwise implementing certain energy-related improvements at certain Baptist Health hospitals and other healthcare facilities, as further described below (collectively, the “Energy Projects”); (2) to pay or reimburse the prior payment of all or a portion of the costs of acquiring, constructing, renovating, equipping, or otherwise improving certain Baptist Health hospitals and other healthcare facilities, as further described below (collectively, the “Non-Energy Projects” and together with the Energy Projects, the “2025 Projects”); (3) pay interest on the Bonds as permitted by the Code; and (4) pay or reimburse the prior payment of certain costs of issuing the Bonds.

All of the 2025 Projects will be located in the Commonwealth of Kentucky, and owned or operated by Baptist Health or Baptist Health Medical Group (“BHMG”), an affiliate of Baptist Health and an organization described in Section 501(c)(3) of the Code.

Energy Projects:

The proceeds of the Bonds in the respective maximum principal amounts set forth below will be used by Baptist Health for financing, refinancing, or reimbursing all or a portion of the costs of acquiring, constructing, renovating, remodeling, equipping, or otherwise implementing certain energy-related improvements to hospitals and other healthcare facilities located on the following healthcare campuses:

- (a) Baptist Health Louisville, generally located at 4000 Kresge Way, St. Matthews, Jefferson County, Kentucky, in the general area bounded by Kresge Way, Breckenridge Lane, Interstate 64, and Brown Park (\$36,200,000 maximum principal amount);
- (b) Baptist Health LaGrange, generally located at 1025 New Moody Lane and 1023 New Moody Lane, LaGrange, Oldham County, Kentucky (\$11,300,000 maximum principal amount);
- (c) Baptist Health Lexington, generally located at 1740 Nicholasville Road, Lexington, Fayette County, Kentucky, in the general area bounded by Nicholasville Road, Hiltonia Park, University Court, and Shawnee Place (\$55,000,000 maximum principal amount);
- (d) Baptist Health Hamburg, generally located at 3000 Baptist Health Boulevard, Lexington, Fayette County, Kentucky, in the general area bounded by Commerce Avenue, Madden Drive, and Sisson Way (\$10,000,000 maximum principal amount);
- (e) Baptist Health Paducah, generally located at 2501 Kentucky Avenue, Paducah, McCracken County, Kentucky, in the general area bounded by Kentucky Avenue, South 27th Street, Broadway Street, and South 24th Street (\$41,600,000 maximum principal amount);
- (f) Baptist Health Corbin, generally located at 1 Trillium Way, Corbin, Whitley County, Kentucky, (\$14,500,000 maximum principal amount);

- (g) Baptist Health Hardin, generally located at 913 North Dixie Highway, Elizabethtown, Hardin County, Kentucky, in the general area bounded by North Dixie Highway, Cardinal Drive, Long Avenue, Helm Court, Hill Street, and Layman Lane (\$21,500,000 maximum principal amount); and
- (h) Baptist Health Richmond, generally located at 801 Eastern Bypass, Richmond, Madison County, Kentucky, including 789, 793, and 795 Eastern Bypass, Richmond, Madison County, Kentucky (\$12,100,000 maximum principal amount).

Non-Energy Projects:

The proceeds of the Bonds in the respective maximum principal amounts set forth below will be used by Baptist Health and/or BHMG for financing, refinancing, or reimbursing all or a portion of the costs of acquiring, developing, constructing, renovating, building out, equipping, or otherwise implementing improvements to hospitals and other healthcare facilities generally located at the following locations, all as described below:

- (a) Construction, renovation, and equipping of improvements to Baptist Health Louisville, generally located at 4000 Kresge Way, St. Matthews, Jefferson County, Kentucky, including, but not limited to, improvements to the surgery department and the neonatal intensive care unit (\$57,000,000 maximum principal amount);
- (b) Development, construction, and equipping of an inpatient hospital and/or outpatient health care facility located in the Clore Station Development, generally located at in the northeast quadrant of the intersection of KY 329 and Interstate 71 (Exit 14), in Oldham County, Kentucky (\$450,000,000 maximum principal amount);
- (c) Construction, renovation, and equipping of improvements to Baptist Health LaGrange, generally located at 1025 New Moody Lane, LaGrange, Oldham County, Kentucky, including, but not limited to, improvements to the surgery, hematology and oncology, and behavioral health departments (\$23,000,000 maximum principal amount);
- (d) Construction, renovation, and equipping of a central pharmacy service center located at 1051 New Moody Lane, LaGrange, Oldham County, Kentucky (\$20,000,000 maximum principal amount);
- (e) Construction, renovation and equipping of improvements to Baptist Health Lexington, generally located at 1740 Nicholasville Road, Lexington, Fayette County, Kentucky, including, but not limited to, improvements to the surgery, emergency, pharmacy, cardiothoracic and vascular departments, intensive care, post-acute care, and progressive care units, cardiac catheterization spaces, and physician clinic and office space (\$100,000,000 maximum principal amount);
- (f) Construction and equipping of Baptist Health Hamburg inpatient and/or outpatient care facility, generally located at 3000 Baptist Health Boulevard, Lexington, Fayette County, Kentucky, including, but not limited to, emergency, hematology and oncology, imaging, and surgery departments (\$320,000,000 maximum principal amount);
- (g) Construction, renovation and equipping of a medical office building located at 2530 Sir Barton Way, Lexington, Fayette County, Kentucky (\$5,000,000 maximum principal amount);
- (h) Construction, renovation and equipping of improvements to Baptist Health Paducah, generally located at 2501 Kentucky Avenue, Paducah, McCracken County, Kentucky, including, but not limited to, improvements to the surgery department (\$50,000,000 maximum principal amount);
- (i) Acquisition, development, construction, and equipping of an outpatient health care facility located in the Gideon's Crossing Business Development, generally located south and west of KY 121 and Andrea

Drive and east of Paducah Road, in Mayfield, Graves County, Kentucky (\$32,000,000 maximum principal amount);

- (j) Construction, renovation and equipping of improvements to Baptist Health Corbin, generally located at 1 Trillium Way, Corbin, Whitley County, Kentucky, including, but not limited to, construction of a new patient care tower expected to include emergency department and ICU space, and renovation, relocating and equipping of other hospital departments in connection with the construction of the new tower, including the NICU department (\$150,000,000 maximum principal amount);
- (k) Construction, renovation and equipping of improvements to Baptist Health Hardin, generally located at 913 North Dixie Highway, Elizabethtown, Hardin County, Kentucky, including, but not limited to, construction, build-out and equipping of the Hardin Medical Pavilion located at 200 Cardinal Drive, Elizabethtown, Hardin County, Kentucky, and renovation, relocation and equipping of other hospital departments in connection with the construction of the Hardin Medical Pavilion, including OB/GYN, labor and delivery and NICU departments (\$125,000,000 maximum principal amount); and
- (l) Construction, renovation and equipping of improvements to Baptist Health Richmond, generally located at 801 Eastern Bypass, Richmond, Madison County, Kentucky, including, but not limited to, improvements to the emergency and endoscopy departments, the intensive care and observation units, and construction of a loading dock (\$40,000,000 maximum principal amount).

The Issuer, at the request of the Borrower, reserves the right to issue Bonds under the above-described plan of financing for less than all of the above-described purposes and/or in an aggregate amount less than the maximum aggregate amount shown above; and component parts of the projects to be financed may have allocations that are less (or insubstantially more) than the estimated maximum allocations shown above.

Interested persons who wish to express their opinions on the proposed financing may participate in the telephonic public hearing by calling the telephonic conference line at 1-833-827-2649 (a toll-free telephone number), Conference I.D.: 121 205 89, or by submitting written comments to the address below, provided such written comments are delivered to the Issuer prior to the time of the public hearing.

Additional information concerning the proposed financing may be obtained from, and written comments should be address to, the Kentucky Bond Development Corporation, 100 East Vine Street, Suite 800, Lexington, Kentucky 40507, Attention: Steven Pickarski, Telephone: 859-977-3743, Email: spickarski@klc.org.

This notice is published in accordance with the Code and the regulations promulgated thereunder.

Notice dated: July 14, 2025.

Kentucky Bond Development Corporation

Agenda Action Form

Paducah City Commission

Meeting Date: July 22, 2025

Short Title: Authorize a Contract with Stringfellow, through Sourcewell Purchasing Agent contract 091219-THC, for the purchase of a Front Loader for use by the Public Works Refuse Division in the amount of \$379,868.56 - **C. YARBER**

Category: Municipal Order

Staff Work By: Jim Scutt, Debbie Collins

Presentation By: Chris Yarber

Background Information: Through Sourcewell purchasing agent contract 091219-THC we have a quote from Stringfellow to purchase One (1) Heil Half Pack High Compaction Front Loader 28 cubic yard body mounted on a 2026 Mack Terra Pro in the amount of \$379,868.56.

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

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

Communications Plan:

Funds Available: Account Name: Solid Waste Vehicles

Account Number: 50002210 540050

Staff Recommendation: Approve a Municipal Order for the Purchase of One (1) Heil Half Pack High Compaction Front Loader 28 cubic yard body mounted on a 2026 Mack Terra Pro from Stringfellow, through Sourcewell contract 091219-THC purchasing agent, in the amount of \$379,868.56.

Attachments:

1. MO - purchase Front Loader – Stringfellow – Sourcewell Contract 2025 (2)
2. Stringfellow quote contract 091219-THC

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING THE PURCHASE OF ONE (1) HEIL HALF PACK HIGH COMPACTION FRONT LOADER 28 CUBIC YARD BODY MOUNTED ON A 2026 MACK TERRA PRO FROM STRINGFELLOW IN THE AMOUNT OF \$379,868.56 THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM PARTICIPATION AGREEMENT

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

SECTION 1. That the Finance Director is hereby authorized to make payment to Stringfellow in the amount of \$229,337 for the purchase of one (1) Heil Half Pack High Compaction Front Loader 28 Cubic Yard Body Mounted on a 2026 Mack Terra Pro for use by the Public Works Compost Division. This purchase shall be made through the Sourcewell Cooperative Purchasing Program Participation Agreement Contract #091219-THC. Further, the Mayor is hereby authorized to execute all documents related to said purchase.

SECTION 2. The purchase of this equipment shall be paid from the Solid Waste Vehicle Account, Account Number 5000 2210 540050.

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, July 22, 2025
Recorded by Lindsay Parish, City Clerk, July 22, 2025
\\mo\purchase Front Loader – Stringfellow – Sourcewell Contract 2025



STRINGFELLOW

INC.

TRUCK BODIES • REFUSE EQUIPMENT • STREET SWEEPERS • SEWER CLEANERS
PARTS & SERVICE

SINCE 1934

Sourcewell
Formerly NJPA

Awarded Contract

Contract # 091219-THC

Attn: Jim Scutt
Paducah Public Works
1120 North 10th Street
Paducah, Kentucky 42001

Quote Date	Quote Good Through	Freight Terms	Requested By	Payment Terms
06/16/2025	07/15/2025	Included	Jim Scutt	Net 30 Days

Qty	Item No	SOURCEWELL CONTRACT #091219-THC	Price
1		HEIL HALF PACK HIGH COMPACTION FRONT LOADER 28 CUBIC YARD BODY MOUNTED ON A 2026 MACK TERRA PRO <u>MOUNTING OPTIONS</u> -Full Factory Mount -Service Hoist Kit <u>POWER TAKE OFF/PUMP OPTIONS</u> -Front Mount Vane Pump -Body Sump <u>FORKS/ARMS OPTIONS</u> -Fork Stop Kit: Increases overall height 20" when forks are in full dump position <u>CONTROL OPTIONS</u> -Left Hand Dual Axis Joystick-Air Controlled <u>LIGHTING AND ELECTRICAL ACCESSORIES</u> -Multi-Function Lights -Body Side Backing Assist Lights-LED <u>CAMERA OPTIONS</u> - Base 3rd Eye Single Camera System with monitor and Single Camera Mounted on Tailgate -3rd Eye Camera (Tailgate) -3rd Eye Camera Hopper	\$379,868.56

312 S. Fourth Street, Louisville, Kentucky 40202
502-773-1350 • Toll Free: 1-800-832-4404
www.stringfellow.bz



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SINCE 1934

Sourcewell
Formerly NJPA

Awarded Contract

Contract # 091219-THC

BODY OPTIONS

- Curbside Mounted Roof Access Ladder
- Fire Extinguisher
- Rear Caution Decal
- Bolt-On Fender Extension Kit-Keeps Body Clean of Road Spray
- Infinity Series Packer/Eject Cylinders with scrapers and hardened rods to 50 HRC
- 5 Year Infinity Cylinder Warranty
- Triangles
- First Aid Kit

Body to be completely mounted and painted one color (White) to match cab. Cylinders are painted black

We appreciate your consideration!

Craig J. Miller
Kentucky Equipment Sales
STRINGFELLOW Inc.
Kentucky Office
312 S. Fourth Street, Suite 700
LOUISVILLE, KENTUCKY 40202

Approved By:

PURCHASE ORDER

DATE: _____

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Formerly NJPA

Awarded Contract

Contract # 091219-THC

WHY THE HEIL HALF PACK?

SOLID FOUNDATION - The interlaced subframe provides exceptional strength and durability, which means your Half/Pack will enjoy a long lifespan and excellent resale value.

DOUBLE-WALLED HOPPER - High tensile strength steel withstands the exceptional forces of the compaction cycle and ensures maximum payloads. Our exclusive double-wall hopper reduces corrosion, which increases long-term durability.

HARDENED ROD SCRAPERS ON ARM CYLINDERS - The scrapers help to minimize ingestion of material, such as paint, melted plastic, and leachate into the hydraulic system. This reduces the chance of objects entering the cylinder seal and causing damage.

ZINC-PLATED HYDRAULIC TUBES - Use of zinc-plated hydraulic tubes reduces hydraulic leak-causing corrosion, lessening the frequency with which components need to be replaced over the life of the body. This reduces maintenance and downtime costs.

HYDRAULIC TUBE COVERS - Durable covers protect tubes and hoses from damage, resulting in less maintenance.

RAISED PACKER TRACKS - Elevated packer and eject tracks keeps them from operating in abrasive debris or corrosive leachate. Heavy-duty wear strips are a standard feature.

BODY BACKUP ASSIST LIGHTS - Standard backup assist lights mounted on the body help to illuminate your surroundings while in reverse.

ILLUMINATED PUSH BUTTON CONTROLS - Easy to read and understand touch button body, packer, pump and lighting controls with indicator lights come standard.

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Sourcewell
Formerly NJPA

Awarded Contract

Contract # 091219-THC

SHUR-LOCK TAILGATE LOCKS - The Heil in-cab operated tailgate locking system not only keeps payloads secure but also enables the operator to unlock and open the tailgate and discharge the payload from the safety of the cab. In-cab, on display notifications confirm when the tailgate is sealed.

UPDATED INTEGRATED DISPLAY W/ ON-BOARD DIAGNOSTIC TOOL - Standard 7" display provides real-time feedback, as well as optimal operator control. The operator can look to one place for all needed body information. Also, the Insight display offers maintenance personnel the ability to quickly and easily diagnose problems away from outside hazards and weather. 3rd Eye® Camera feeds are also integrated into the display, thus eliminating the need for separate camera monitor, freeing up line of sight and cab space. An optional 12" in-cab display is also available.

LESS TIME IN THE SHOP - The Half/Pack features our Service Smart design, which simplifies routine maintenance and helps keep you away from the shop and out servicing your customers.

STREETWISE HYDRAULICS - Our exclusive "clean front head" relocates the hydraulic body valve from the front head to under the side of the body. This design reduces the influence of engine heat on the hydraulic components, as well as improving access to the valve bodies. This also means improved safety and reliability, all while reducing downtime.

RELIABLE SENSOR TECHNOLOGY - The use of tamper-proof in-cylinder and arc sensors seamlessly gauge component locations for effortless control. This eliminates proximity switches that previously required frequent adjustment and maintenance, resulting in less downtime and maintenance costs.

312 S. Fourth Street, Louisville, Kentucky 40202
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Agenda Action Form

Paducah City Commission

Meeting Date: July 22, 2025

Short Title: Authorize a Contract with Stringfellow, through Sourcewell Purchasing Agent contract 040621-HMC, for the purchase of a Pac-Mac KBF-20 Brush Loader for use by the Public Works Street Division in the amount of \$229,337.00 - **C. YARBER**

Category: Municipal Order

Staff Work By: Jim Scutt, Debbie Collins
Presentation By: Chris Yarber

Background Information: Through Sourcewell purchasing agent contract 040621-HMC, we have a quote from Stringfellow to purchase One (1) Pac-Mac KBF-20 Brush Loader mounted on a 2025 Freightliner M2 106 Plus in the amount of \$229,337.00.

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

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

Communications Plan:

Funds Available: Account Name: Fleet Lease Trust Fund

Account Number: 71000210 540050

Staff Recommendation: Approve a Municipal Order for the Purchase of One (1) Pac-Mac KBF-20 Brush Loader mounted on a 2025 Freightliner M2 106 Plus from Stringfellow, through Sourcewell purchasing agent contract 040621-HMC, for the amount of \$229,337.00.

Attachments:

1. MO - purchase Brush Loader – Stringfellow – Sourcewell Contract
2. Stringfellow quote

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING THE PURCHASE OF ONE (1) PAC-MAC KBF-20 BRUSH LOADER MOUNTED ON A 2025 FREIGHTLINER M2 106 PLUS FROM STRINGFELLOW IN THE AMOUNT OF \$229,337 THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM PARTICIPATION AGREEMENT

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

SECTION 1. That the Finance Director is hereby authorized to make payment to Stringfellow in the amount of \$229,337 for the purchase of Pac-Mac KBF-20 Brush Loader mounted on a 2025 Freightliner M2 106 Plus for use by the Public Works Street Division. This purchase shall be made through the Sourcewell Cooperative Purchasing Program Participation Agreement Contract #040621-HMC. Further, the Mayor is hereby authorized to execute all documents related to said purchase.

SECTION 2. The purchase of this equipment shall be paid from the Fleet Lease Trust Fund, Account Number 7100 0210 540050.

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, July 22, 2025
Recorded by Lindsay Parish, City Clerk, July 22, 2025
\\mo\purchase Brush Loader – Stringfellow – Sourcewell Contract 2025

SINCE 1934



Sourcewell

Awarded Contract

Attn: Jim Scutt
Paducah Public Works
1120 North 10th Street
Paducah, Kentucky 42001

FREIGHTLINER M2 106 PLUS

Quote Date	Quote Good Through	Freight Terms	Requested By	Payment Terms
06/16/2025	Availability	Included	Jim Scutt	Net 30 Days

Qty	Item No	PAC-MAC KB 20 BUDGET PROPOSAL SOURCEWELL #040621-HMC	Price
		PAC-MAC KBF-20 BRUSH LOADER <u>Description - Standard Loaders</u> KB20-HJ / 1824 - 10' Main Boom with 6' Tip Boom and 4' Extend, Hydraulic Joystick controls - 18 Foot Body Length, 24 Cubic Yard Capacity <u>Loader Options</u> -Clam Shell Grapple -Miscellaneous Options -Standard Paint: Red/Black Loader, Black Body -Oil Cooler -Outrigger Rubber Pads -Rubber Mat (Serves as Heat Shield) <u>Standard Features</u> -H-style Outriggers -Hot Shift PTO -Hydraulic Joystick Controls -Pivot Mounted Strobe -Midbody Turns -Boom Up Alarm -Barn Door <u>Lighting</u> -Rear Post Corner Strobes -Strobe Light on Pivot -Outrigger Work Lights (2)	

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Awarded Contract

Lighting Continued

- LED Amber Light Front Grill
- Work Lights Mounted on the Boom

Camera System

- 7" Monitor with Reverse Activated Camera

\$229,337.00

Pac-Mac standard warranty includes the following:

- Hydraulic Replacement Parts - 1 year
- Major Structural Component Parts - 3 year
- Drive (Slewing Ring and Gearbox Parts Only)

MOUNTED ON A 2025 FREIGHTLINER M2 106 PLUS

Provided By:

Craig J. Miller

**Craig Miller
STRINGFELLOW INC.
Cell: 502-773-1350**

312 S. Fourth Street, Louisville, Kentucky 40202
502-773-1350 • Toll Free: 1-800-832-4404
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Agenda Action Form

Paducah City Commission

Meeting Date: July 22, 2025

Short Title: Authorize a Contract with Atlantic, through Sourcewell Purchasing Agent contract #110223-MCN, for the purchase of a Side Arm for use by the Public Works Refuse Division in the amount of \$438,751.70. **C YARBER**

Category: Municipal Order

Staff Work By: Jim Scutt, Debbie Collins
Presentation By: Chris Yarber

Background Information: Through Sourcewell purchasing agent contract #110223-MCN, we have a quote from Atlantic to purchase One (1) Side Arm Mack LR Mcneilus 28-yard ZR in the amount of \$438,751.70.

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

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

Communications Plan:

Funds Available: Account Name: Solid Waste Vehicles

Account Number: 50002209 540050

Staff Recommendation: Approve a Municipal Order for the Purchase of One (1) Side Arm Mack LR Mcneilus 28-yard ZR from Atlantic, through Sourcewell purchasing agent contract #110223-MCN, in the amount of \$438,751.70.

Attachments:

1. MO - purchase Side Arm Public Works Refuse Division– Atlantic – Sourcewell
2. Atlantic Quote_contract 110223-MCN

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING THE PURCHASE OF ONE (1) SIDE ARM MACK LR MCNEILUS 28-YARD ZR FROM ATLANTIC, IN THE AMOUNT OF \$438,751.70 THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM PARTICIPATION AGREEMENT

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

SECTION 1. That the Finance Director is hereby authorized to make payment to Atlantic in the amount of \$438,751.70, for the purchase of one (1) Side Arm Mack LR Mcneilus 28-yard ZR for use by the Public Works Refuse Division. This purchase shall be made through the Sourcewell Cooperative Purchasing Program Participation Agreement Contract #110223-MCN. Further, the Mayor is hereby authorized to execute all documents related to said purchase.

SECTION 2. The purchase of this equipment shall be paid from the Solid Waste Vehicles Account, Account Number 5000 2209 540050.

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, July 22, 2025
Recorded by Lindsay Parish, City Clerk, July 22, 2025
\\mo\purchase Side Arm – Public Works Refuse Division - Atlantic – Sourcewell



Non-Binding Quote for Refuse Vehicle

Customer: City of Paducah

Address: 1120 North 10th Street, Paducah, KY 42001

Attn: Jim Scutt

Quote#: 19846 Vehicle Description: Mack LR

Additional Equipment: McNeilus 28-yard ZR Sourcewell # 110223-MCN

Unit Cost: \$438,751.70

Quantity: 1

Federal Excise Tax: Exempt

Freight: Included

Purchase Price: \$438,751.70

Delivery Location: City of Paducah

Estimated Delivery Date: TBD

This non-binding quote (this "Quote") is made in connection with the potential sale of the refuse vehicle (and any associated equipment) described above (collectively, the "Vehicle"). Additional Vehicle specifications may be further described on page 2 of this Quote.

This Quote is being provided solely for discussion and informational purposes. This Quote does not constitute an offer of sale, nor a contract of sale. This Quote and the terms herein are non-binding, and neither party shall be under any legal obligation or have any liability to the other party with respect to this Quote and/or the Vehicle unless and until a definitive written agreement (a "Definitive Agreement") is executed and delivered by Atlantic Heavy Duty and the Customer.

This Quote does not include any applicable state, local, FET, and/or transit rates or sales and use tax unless otherwise described above.

Sincerely,

John Needham, Regional Account Manager

jneedham@atlantichavyduty.com

614-940-1736

Agenda Action Form

Paducah City Commission

Meeting Date: July 22, 2025

Short Title: Purchase of One (1) John Deere 5100E cab Tractor and 520M Loader for use by the Floodwall Department and One (1) John Deere Z920M ZTrak for use by the Parks Department, in the total amount of \$72,290.30 - **C. YARBER**

Category: Municipal Order

Staff Work By: Jim
Scutt, Debbie Collins
Presentation By: Chris
Yarber

Background Information: On July 10, 2025, received a quote from Hutson, Inc for One (1) John Deere 5100E cab Tractor at \$72,290.30 and a 520M Loader at \$6,190.96, for use by the Paducah Floodwall Department and One (1) John Deere Z920M ZTrak at \$12,270.94 for use by the Parks Department. All pieces of equipment are on the state contract KY MA 758 PUNC2500000807.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name: Rollins Stock/Vehicle Fleet Lease Trust Fund

Account Number: 71000210 540050

Staff Recommendation: Approve a Municipal Order to purchase One (1) John Deere 5100E cab Tractor and a 520M Loader, for use by the Floodwall Department for a total price of \$78,481.26 and One (1) John Deere Z920M ZTrak, for use by the Parks Department, at \$12,270.94 from Hutson, Inc. on state contract KY MA 758 PUNC2500000807.

Attachments:

1. MO - Hutson State Contract – Equipment for Floodwall and Parks
2. Hutson Quote - Tractor - State Contract
3. Hutson Quote- Z920M - State contract

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO HUTSON, INC., FOR THE PURCHASE OF ONE JOHN DEERE 5100 E CAB TRACTOR IN THE AMOUNT OF \$72,290.30, AND A 520M LOADER IN THE AMOUNT OF \$6,190.96, FOR USE BY THE FLOODWALL DIVISION, AND ONE (1) JOHN DEERE Z920M ZTRAK IN THE AMOUNT OF \$12,270.94 FOR USED BY THE PARKS DEPARTMENT, FOR A TOTAL AMOUNT OF \$90,752.20, AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the Finance Director to make payment to Hutson, Inc., for the purchase of one (1) John Deere 5100E cab tractor in the amount of \$72,290.30, and one (1) 520M Loader in the amount of \$6,190.96, for use by the Floodwall Division, and one (1) John Deer Z920M ZTRAK in the amount of \$12,270.94 for use by the Parks Department, for a total amount of \$90,752.20. This equipment will be purchased on State Contract KY MA 758 PUNC2500000807. Further, the Mayor is hereby authorized to execute all documents related to same.

SECTION 2. These purchases shall be charged to Rolling Stock/Vehicle Fleet Lease Trust Fund Account No. 71000210-540050.

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, July 22, 2025
Recorded by Lindsay Parish, City Clerk, July 22, 2025
MOHutson State Contract – Equipment for Floodwall and Parks



Hutson

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hutson, Inc.
3690 James Sanders Blvd
Paducah, KY 42001
270-408-1397
contactus@hutsoninc.com

Quote Summary

Prepared For:

CITY OF PADUCAH
1120 N 10TH ST
PADUCAH, KY 42001
Business: 270-444-8569
JSCUTT@PADUCAHKY.GOV

Delivering Dealer:

Hutson, Inc.
Harris Sam
3690 James Sanders Blvd
Paducah, KY 42001
Phone: 270-408-1397
sharris@hutsoninc.com

Quote Id: 33129134

Created On: 07 July 2025

Last Modified On: 08 July 2025

Expiration Date: 06 August 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5100E Cab Tractor	\$ 89,247.29	\$ 72,290.30 X	1 =	\$ 72,290.30
Contract: KY Ground Mtn NASPO MA 758 PUNC2500000807 (PG 2C CG 22)				
Price Effective Date: July 6, 2025				
JOHN DEERE 520M Loader - 1P0520MXERD111990	\$ 8,146.00	\$ 6,190.96 X	1 =	\$ 6,190.96
Contract: KY Ground Mtn NASPO MA 758 PUNC2500000807 (PG 2C CG 22)				
Price Effective Date: July 6, 2025				
Equipment Total				\$ 78,481.26

Trade In Total

\$ 0.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 78,481.26
Trade In	
SubTotal	\$ 78,481.26
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 78,481.26
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 78,481.26

Salesperson: X_____

Accepted By: X_____

Confidential



JOHN DEERE

Hutson

Selling Equipment

Quote Id: 33129134

Customer Name: CITY OF PADUCAH

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:Hutson, Inc.
3690 James Sanders Blvd
Paducah, KY 42001
270-408-1397
contactus@hutsoninc.com

JOHN DEERE 5100E Cab Tractor

Stock Number: 389019
Contract: KY Ground Mtn NASPO
 MA 758 PUNC2500000807
 (PG 2C CG 22)
Price Effective Date: July 6, 2025

Suggested List *
 \$ 89,247.29
Selling Price *
 \$ 72,290.28

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
697RP	5100E Cab Tractor	1	\$ 79,564.00	19.00	\$ 15,117.16	\$ 64,446.84	\$ 64,446.84
Standard Options - Per Unit							
182A	Less AutoTrac™/ Less ISOBUS	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
183N	JDLINK™ Modem	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less Package	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
1383	24F x 12R PowrReverser™ Hi-Lo Transmission	1	\$ 1,882.00	19.00	\$ 357.58	\$ 1,524.42	\$ 1,524.42
1725	Loader Prep Package	1	\$ 2,127.00	19.00	\$ 404.13	\$ 1,722.87	\$ 1,722.87
1950	Less Application	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
2120	Air Suspension Seat	1	\$ 906.00	19.00	\$ 172.14	\$ 733.86	\$ 733.86
3025	Deluxe Corner Post Exhaust	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
3330	Triple Stackable Rear Valve with Lever Controls	1	\$ 1,090.00	19.00	\$ 207.10	\$ 882.90	\$ 882.90
3420	Dual Mid Valves with Mechanical Joystick Control	1	\$ 1,585.00	19.00	\$ 301.15	\$ 1,283.85	\$ 1,283.85
3820	Two Speed PTO - 540/540E rpm	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
5112	18.4-30 In.8PRR1Bias	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD (Mechanical Front Wheel Drive) Front Axle	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
6118	12.4-24 In. 8PR R1 Bias	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 7,590.00		\$ 1,442.10	\$ 6,147.90	\$ 6,147.90
Technology Options/Non-Contract/Open Market							
1900	Less Display	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00

**JOHN DEERE***Hutson*

Selling Equipment

Quote Id: 33129134

Customer Name: CITY OF PADUCAH

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
Hutson, Inc.
3690 James Sanders Blvd
Paducah, KY 42001
270-408-1397
contactus@hutsoninc.com

1880	Less Receiver	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
	Technology Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BSJ1063	LED Beacon Light Kit - Cab	1	\$ 225.50	19.00	\$ 42.85	\$ 182.65	\$ 182.65
8							
R262449	Support, support, front weight	1	\$ 675.89	19.00	\$ 128.42	\$ 547.47	\$ 547.47
(14							
R127764	Counterweight, quick-tatch	6	\$ 155.10	19.00	\$ 29.47	\$ 753.78	\$ 753.78
24M7242	Washer, metallic, round hole	4	\$ 2.57	19.00	\$ 0.49	\$ 8.32	\$ 8.32
19M8100	Screw, hex head, metric	4	\$ 17.32	19.00	\$ 3.29	\$ 56.12	\$ 56.12
L169060	Pin fastener, front weight	1	\$ 95.87	19.00	\$ 18.22	\$ 77.65	\$ 77.65
L12491	Spring locking pin, spring	1	\$ 4.63	19.00	\$ 0.88	\$ 3.75	\$ 3.75
	cotter						
AR68801	Retainer, assembly	2	\$ 40.62	19.00	\$ 7.72	\$ 65.80	\$ 65.80
	Dealer Attachments Total		\$ 2,093.29		\$ 397.75	\$ 1,695.54	\$ 1,695.54
Value Added Services Total							
			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 89,247.29		\$ 16,957.01	\$ 72,290.28	\$ 72,290.28

JOHN DEERE 520M Loader - 1P0520MXERD111990

Stock Number: 381065
Contract: KY Ground Mtnc NASPO
MA 758 PUNC2500000807
(PG 2C CG 22)
Price Effective Date: July 6, 2025

Suggested List *
\$ 8,146.00
Selling Price *
\$ 6,190.96

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
14B1P	520M Loader	1	\$ 9,883.00	24.00	\$ 2,371.92	\$ 7,511.08	\$ 7,511.08
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1995	Less mounting frame	1	\$ -1,587.00	24.00	\$ -380.88	\$ -1,206.12	\$ -1,206.12
2510	520M Standard Farm Loader, Non-Self-Leveling (NSL) - Two-function	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

Hutson

Selling Equipment

Quote Id: 33129134

Customer Name: CITY OF PADUCAH

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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Paducah, KY 42001
270-408-1397
contactus@hutsoninc.com

3566	Two-Function Hoses and Parts	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4568	Two-function Quick Coupler Connection (Individual Couplers)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5995	Less hood guard	1	\$ -450.00	24.00	\$ -108.00	\$ -342.00	\$ -342.00
6995	Less ballast box	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
7610	Global carrier	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8215	1850-mm (73-in.) global heavy-duty bucket	1	\$ 300.00	24.00	\$ 72.00	\$ 228.00	\$ 228.00
Standard Options Total			\$ -1,737.00		\$ -416.88	\$ -1,320.12	\$ -1,320.12
Value Added Services Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 8,146.00		\$ 1,955.04	\$ 6,190.96	\$ 6,190.96

Original Factory Build Codes

Code	Description
0202	USA
0409	OPERATORS MANUAL ENGLISH
0500	LESS PACKAGE
1995	LESS MOUNTING FRAMES
2510	520M NSL 2 FUNCTION
3566	2 FUNCTIONS HOSES
4568	2 FUNCTIONS QUICKCOUPLER
5995	LESS HOOD GUARD
6995	LESS BALLAST BOX
7610	GLOBAL CARRIER
8215	GLOBAL HEAVY DUTY BUCKET



JOHN DEERE

Hutson

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
Hutson, Inc.
411 Alfred Thun Road
Clarksville, TN 37040
931-647-0029
contactus@hutsoninc.com

Quote Summary

Prepared For:

CITY OF PADUCAH
1120 N 10TH ST
PADUCAH, KY 42001
Business: 270-444-8569
JSCUTT@PADUCAH.KY.GOV

Delivering Dealer:

Hutson, Inc.
Harris Sam
411 Alfred Thun Road
Clarksville, TN 37040
Phone: 931-647-0029
sharris@hutsoninc.com

Quote Id: 33101143
Created On: 30 June 2025
Last Modified On: 07 July 2025
Expiration Date: 30 July 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z920M ZTrak	\$ 15,772.00	\$ 12,270.94 X	1 =	\$ 12,270.94
Contract: KY Ground Mtnc NASPO MA 758 PUNC2500000807 (PG 2C CG 22)				
Price Effective Date: June 29, 2025				

Equipment Total **\$ 12,270.94**

Trade In Total

\$ 0.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 12,270.94
Trade In	
SubTotal	\$ 12,270.94
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 12,270.94
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 12,270.94

Salesperson: X _____

Accepted By: X _____

Confidential



JOHN DEERE

Hutson

Selling Equipment

Quote Id: 33101143

Customer Name: CITY OF PADUCAH

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
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ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
Hutson, Inc.
411 Alfred Thun Road
Clarksville, TN 37040
931-647-0029
contactus@hutsoninc.com

JOHN DEERE Z920M ZTrak

Contract: KY Ground Mtn NASPO
MA 758 PUNC2500000807
(PG 2C CG 22)
Price Effective Date: June 29, 2025

Suggested List *
\$ 15,772.00
Selling Price *
\$ 12,270.94

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2148TC	Z920M ZTrak	1	\$ 13,499.00	23.00	\$ 3,104.77	\$ 10,394.23	\$ 10,394.23
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1042	24x12N 12 Michelin X Tweel for 48 In. Deck	1	\$ 1,448.00	23.00	\$ 333.04	\$ 1,114.96	\$ 1,114.96
1500	48 In. Side Discharge Mower Deck	1	\$ -320.00	23.00	\$ -73.60	\$ -246.40	\$ -246.40
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 595.00	23.00	\$ 136.85	\$ 458.15	\$ 458.15
Standard Options Total			\$ 1,723.00		\$ 396.29	\$ 1,326.71	\$ 1,326.71
Dealer Attachments/Non-Contract/Open Market							
Quickchu Open Market Quickchute 48" te		1	\$ 550.00	0.00	\$ 0.00	\$ 550.00	\$ 550.00
Dealer Attachments Total			\$ 550.00		\$ 0.00	\$ 550.00	\$ 550.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 15,772.00		\$ 3,501.06	\$ 12,270.94	\$ 12,270.94

Agenda Action Form

Paducah City Commission

Meeting Date: July 22, 2025

Short Title: Purchase of One (1) Crew Cab Dump Truck for use by the Public Works Department Street Division, in the amount of \$95,665 - **C. YARBER**

Category: Municipal Order

Staff Work By: Jim
Scutt , Debbie Collins
Presentation By: Chris
Yarber

Background Information: On July 10, 2025, sealed written bids were opened for the purchase of One (1) Crew Cab Dump Truck to be used by the Paducah Public Works Street Division. One bid was received. Linwood Motors was the responsive and responsible bidder in accordance with the specification, at a price of \$95,665.00.

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

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

Communications Plan:

Funds Available: Account Name: Rollins Stock/Vehicle Fleet Lease Trust Fund

Account Number: 71000210 540050

Staff Recommendation: To receive and file the bid and adopt a Municipal Order authorizing the Mayor to execute an agreement with Linwood Motors for the purchase of One (1) Crew Cab Dump Truck for use by the Paducah Public Works Street Division at a price of \$95,665.00 in accordance with the specifications.

Attachments:

1. MO - purchase one crew cab dump truck – Public Works Department, Street Division - 2025
2. 00020 - Invitation to Bid
3. Bid Tab - Dump Truck
4. 00500 - Agreement- proposed
5. Spec Pick Up List
6. LINWOOD BID - 1 CREW CAB DUMP TRUCK

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF ONE (1) CREW CAB DUMP TRUCK IN THE TOTAL AMOUNT OF \$95,665, FOR USE BY THE PUBLIC WORKS DEPARTMENT, STREET DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

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

SECTION 1. The City of Paducah accepts the bid of Linwood Motors in the amount of \$95,665, for sale to the City of Paducah one crew cab dump truck for use by the Public Works Department, Street Division. One bid was received on July 10, 2025, and Linwood Motors was the responsive and responsible bidder in accordance with the specifications at a price of \$95,665.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors, for the purchase of one crew cab dump truck, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. This purchase shall be charged to Rolling Stock/Vehicle Fleet Maintenance Trust Fund, Account Number 71000210 540050.

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, July 22, 2025
Recorded by Claudia S. Meeks, Assistant City Clerk, July 22, 2025
\\mo\purchase one crew cab dump truck – Public Works Department, Street Division - 2025

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **ONE (1) CREW CAB DUMP TRUCK** for use by the **PUBLIC WORKS DEPARTMENT STREET DIVISION** on **Thursday, July 10, 2025** at 1:00 P.M. CST. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky.

OBTAINING CONTRACT DOCUMENTS

Copies of specifications may be obtained at the office of the Public Works Fleet Department located at 1120 North 10th Street.

BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be given to the **responsible bidder** who submits the **responsive bid of the lowest evaluated bid price in accordance with the specifications**.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure that employees and applicants for employment are not discriminated against because of their race, religion, color, sex, national origin, age or disability.

DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All contractors and subcontractors doing business for the City of Paducah shall adhere to this policy.

OWNER'S RIGHTS RESERVED:

The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

CITY OF PADUCAH, KENTUCKY**PUBLIC WORKS DEPARTMENT****One (1) Dump Truck****LOWEST EVALUATED BID****Bid Opening 07/10/25 1:00 PM**

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Linwood Jake Brenningmeyer 3345 Park Ave	
One (1) Dump Truck	\$95,665.00	

Delivery Time	3-6 Months	
Manufacturer:	Ram	

DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:

1. Bidder's Required Certification	Yes	
2. Manufacturer Specifications	Yes	
3. Warranty Information	Yes	
4. Compliance with Tech Specs form	Yes	
5. Deviations with Information	None	
Kentucky State Bidder	Yes	

Responsive & Responsible Bidder:	Yes	
Evaluation Score:	1000.00	
BID RECOMMENDED FOR ACCEPTANCE	Yes	

**CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT**

AGREEMENT TO PURCHASE ONE (1) CREW CAB DUMP TRUCK

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the **CITY OF PADUCAH**, hereinafter called the OWNER, and **LINWOOD** hereinafter called the **VENDOR**, for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **ONE (1) CREW CAB DUMP TRUCK** to be used by the **PUBLIC WORKS DEPARTMENT STREET DIVISION** in full compliance with the Bid Proposal Dated **JULY 10, 2025** and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within **90-180** consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Ninety-Five Thousand, Six Hundred Sixty-Five dollars (\$95,665.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Municipal Order # _____.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR LINWOOD
BY DAKE BUNNELL
TITLE SALES MAN

ADDRESS: 3345 Para Ave
PADUCAH, KY 42001

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

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

PUBLIC WORKS DEPARTMENT

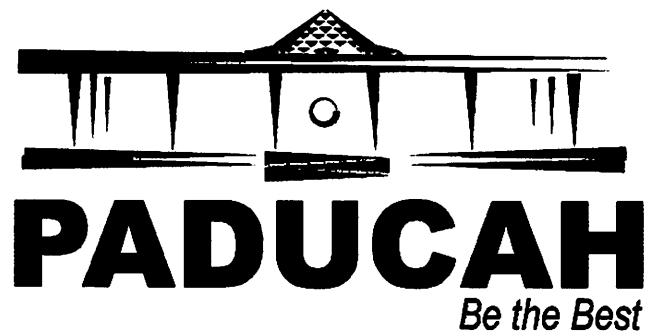
ONE (1) DUMP TRUCK - PUBLIC WORKS DEPARTMENT STREET DIVISION

BID OPENING: Thursday, July 10, 2025, 1:00 p.m., CST

No.	Official Bidder - Company/Business Name	Name of Person Picking up Specs/Plans	Mailing Address	Business Phone Number	Fax Number	E-Mail Address
1	Prime Vendor	Kim Jones	4622 Cedar Ave Wilmington, NC 28403	910-805-9630	910-726-1973	Prime Vendor 123@gmail.com via email 6/13/25 @ 1:57pm
2	Linwood	Jake Brenningmeyer	3476 Park Ave Paducah, Ky 42001	270-444-6901		jakebrenningmeyer@gmail.com via email 6/16/25 @ 9:34am JS
3	Technology International	Krystal Nieves	1331 S International Parkway Suite 2251 Lake Mary, FL 32746	407-359-2373		Krystal@tii-usa.com via email 6/23/25 @ 10:31am
4						
5						
6						
7						
8						
9						
10						

CITY OF PADUCAH

PUBLIC WORKS DEPARTMENT REQUEST FOR BIDS



SPECIFICATIONS FOR THE PURCHASE OF

ONE (1) CREW CAB DUMP TRUCK

**FOR USE BY
PUBLIC WORKS DEPARTMENT
STREET DIVISION**

JULY 2025

TABLE OF CONTENTS

ONE (1) CREW CAB DUMP TRUCK for use by the PUBLIC WORKS DEPARTMENT STREET DIVISION

CONTRACT DOCUMENTS

<u>SECT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
00020	Invitation to Bid	1
00100	Information for Bidders	5
00310	Bid Proposal	3
00320	City Certifications	2
00330	Evaluation Form	1
00500	Agreement	1
00610	Notice of Award	1
00615	Notice to Proceed	1
01007	Insurance and Legal Responsibility	2
01008	Progress and Payment	2

TECHNICAL SPECIFICATIONS

<u>SECT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
02100	Technical Specifications	1
02200	Compliance with Technical Specifications Form.....	1

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **ONE (1) CREW CAB DUMP TRUCK** for use by the **PUBLIC WORKS DEPARTMENT STREET DIVISION** on **Thursday, July 10, 2025** at 1:00 P.M. CST. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky.

OBTAINING CONTRACT DOCUMENTS

Copies of specifications may be obtained at the office of the Public Works Fleet Department located at 1120 North 10th Street.

BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be given to the **responsible bidder** who submits the **responsive bid of the lowest evaluated bid price in accordance with the specifications.**

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure that employees and applicants for employment are not discriminated against because of their race, religion, color, sex, national origin, age or disability.

DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All contractors and subcontractors doing business for the City of Paducah shall adhere to this policy.

OWNER'S RIGHTS RESERVED:

The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

INFORMATION FOR BIDDERS

BIDS

All sealed bids and purchasing procedures shall be in accordance with the City of Paducah's Code of Ordinances Chapter 2 Procurement, KRS 45A.345 – 45A.460, and the specifications contained herein.

All bids shall be submitted on forms supplied by the City of Paducah. Wording of the Bid Form or Bid Proposal shall not be altered, changed and/or modified. Bids submitted showing any alterations, changes, and/or modifications to the Bid Proposal shall be rejected. Unauthorized conditions, limitations, or provision attached to the proposal shall be cause for rejection of the proposal. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the bidder.

Bid Documents shall be enclosed in an envelope clearly labeled with the words "**Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening,**" in order to guard against premature opening of the bid.

Each bid shall be addressed to the Public Works Director, City of Paducah Public Works Department, City Hall, 300 South 5th Street, P.O. Box 2267, Paducah, Kentucky, 42002-2267, on or before the day and hour set for opening of bids. It is the sole responsibility of the bidder to see that the bid is received on time and is properly labeled. The Owner will not be responsible for premature opening of a bid not properly addressed and identified.

No electronic bid, faxed bid, telegraphic bid or telegraphic modifications of bid will be considered. No bids received after the time fixed for receiving bids will be considered. **Bids received late will be disqualified and returned to the sender unopened.**

BIDDER OF RECORD

Bidders shall be listed as a plan holder on the Owner's Official Plan Holder's list located in the Public Works Administration office at 1120 North 10th Street in order to be an "Official Bidder of Record." Bids received from Bidders who are not listed on the Owner's Official Plan Holder's list will be rejected.

INTERPRETATIONS

Any Bidder having questions regarding any portion of the specifications, or may be in doubt as to the true meaning of any part of the specifications, or finds discrepancies in or omissions from any part of the specifications, can submit a **WRITTEN** request via **EMAIL** for interpretation no later than **12:00 noon CST on Thursday, July 3, 2025**, to the Attention of:

Jim Scutt, Fleet Superintendent
Public Works Department
VIA EMAIL: jscutt@paducahky.gov

Following receipt of all comments on the aforementioned day, interpretations and/or corrections will be made by Addendum. The Addendums will be e-mailed or faxed to each bidder of record, with the Bidder being required to acknowledge receipt.

BIDDER'S QUALIFICATIONS

The City of Paducah (hereinafter referred to as Owner) shall have the right to take such steps necessary to determine the ability of the bidder to perform the obligations under the Contract. A Bidder may be required to furnish evidence of experience in the types of work to the Owner in order to assure completion of the Contract in a satisfactory manner.

The Owner reserves the right to inspect the plant facilities and place of business of any Bidder participating in this bid. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the bidder is qualified to properly carry out the terms of the Contract.

CERTIFICATIONS

The Certifications required by the laws of the Commonwealth of Kentucky as contained within Section 00320 of these Specifications shall be signed, notarized and submitted with the Bid Proposal. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

CONFLICTS, GRATUITIES AND KICKBACKS

The Owner adheres to the provision of KRS 45A.455 relative to conflicts of interests, gratuities, kickbacks, and use of confidential information in all bid offerings. During the bid process, Bidders shall not contact any employee of the Owner in reference to this Bid, with the exception of the Owner's designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

BID PRICES - UNIT PRICES

Each bidder shall include its pro-rata share of overhead and profit in the unit price and/or lump sum price for each of the items in the Proposal. Bid Prices shall also include all sales tax, any and all delivery transportation charges, handling charges, FOB destination, fees, taxes, labor, materials, equipment, tools and services necessary for complete manufacture and delivery.

In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.

UNIT PRICES

The Bidder further understands the quantities shown are estimates only and the Owner reserves the unlimited right to add to or delete from same at its discretion. In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.

COMPLIANCE WITH SPECIFICATIONS

The Bidder shall accurately and fully complete the "Compliance with Technical Specifications" forms and submit with the Bid Proposal. Bidder shall indicate compliance with each Technical Item by marking "YES" or "NO" with a check mark to indicate if the item being bid is exactly as specified. If the item is not being bid as exactly specified, the "NO" column must be checked and a detailed description of the deviation shall be listed on a separate attached sheet.

Failure to accurately complete and submit the "Compliance with Technical Specifications" form, along with any and all deviations, shall be grounds for rejection of the bid. If no exceptions or deviations are shown, the bidder shall be required to furnish the material exactly as specified. The burden of proof for compliance with this specification shall be the responsibility of the bidder.

EXCEPTIONS AND/OR VARIATIONS

Bidder shall list all information on a separate page regarding any and all exceptions and/or variations that are noted as a "NO" on the Technical Specifications.

DELIVERY

The Bidder shall indicate the projected delivery time in the Bid Proposal. **Delivery time after award (including upfitting) is to be listed as "days", and NOT weeks, months or a specific date. Delivery price shall be included in the Bid Price,** and shall include all transportation, fees, taxes, labor, materials, equipment, tools and services necessary for complete manufacture and delivery. Additionally, the vehicle delivered shall be equipped with a full supply of fuel, oil and lubricants upon delivery. At the time of delivery, all equipment must meet or exceed federal, state and local safety, health, lighting and emission standards.

MANUFACTURE SPECIFICATIONS AND WARRANTIES

A set of manufacturer specifications and warranty information shall be included with the Bid Proposal. The manufacturer's specifications shall include a detailed description of the vehicle proposed and the conformance to the Owner's specifications. The manufacturer's specifications shall include information regarding size, type model and make of all component parts and equipment.

SERVICE CAPABILITIES

The Bidder shall maintain a full service maintenance facility and fully stocked parts facility capable of full hydraulic, electrical and body repair. Factory-trained, qualified service personnel shall man the full service facility. **Bidder shall state location and provide documentation of service facility within the Bid Proposal.**

Widespread failure by the manufacturer's authorized dealers to render warranty service when required shall subject the manufacturer's line to suspension from the approved products list until satisfactory evidence of correction is provided.

EXAMINATION OF SPECIFICATIONS

Before submitting a bid, each bidder shall carefully examine the specifications and be fully aware of the item proposed for receipt of bids. Each bidder shall be fully informed prior to bidding as to all existing conditions and limitations, and shall include all costs necessary to furnish and deliver and completely set-up the items as set forth in the specifications. No allowance will be made to any bidder due to lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the bidder has made such examination.

OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner will publicly open and read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative. The time of bid opening shall be in accordance with the time stated in the Advertisement and Invitation to Bid. **The official time set for the opening of the Bids shall be established by the City of Paducah's synchronized computer time as shown digitally on the City Clerk's computer.**

WITHDRAWAL OF BIDS

Any Bidder may withdraw his submitted bid by written request 24 hours or more prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of 60 days after the date set for opening thereof, and all bids shall be subject to acceptance by the Owner during this period. However, under justifiable circumstances, the Owner may release a bid if the Bidder can demonstrate from worksheets or other documents that an obvious error was made while preparing the bid.

BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be given to the **responsible bidder** who submits the **responsive bid of the lowest evaluated bid price in accordance with the specifications.**

The **responsible bidder** shall have the capability in all respects to perform fully the contracts requirements, and the moral integrity and reliability of which to assure good faith performance. The **responsive bidder** shall submit a bid that conforms in all material respects to the specifications without any deviations of the invitation for bids.

The **Evaluation Criteria** that will be utilized by the Owner to evaluate the bids received pursuant to objective measurable criteria, along with any formulas pertaining to how the contract shall be awarded has been listed on the **"Evaluation Form – Section 00330"** included with these specifications.

PREFERENCE TO LOCAL MATERIALS AND LABOR

Preference will be given to local resident bidders for the purchase of local materials and to the employment of local labor if price and other factors within the bids received are equal.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder. **The bidder shall indicate the state of residence on the Bid Proposal. The non-resident bidder shall indicate also if any preference is**

given by the Bidder's state. The determination of state residency of the non-resident Bidder, according to Kentucky Administrative Regulations:

- The state of residency shall be the principal office as identified in the Bidder's Certificate of Authority to transact business in Kentucky as filed with the Commonwealth of Kentucky, Secretary of State
- If the Bidder is not required to obtain a Certificate of Authority (by the Secretary of State) to transact business in Kentucky, the state of Residency shall be the mailing address provided in the Bid Proposal.

EXECUTION OF AGREEMENT

Subsequent to Notice of Award, and **within ten (10) days** after the prescribed forms are presented for signature, the successful bidder shall:

1. A Contract Agreement in the form included in the specifications, in such number of copies as the Owner may require.
2. A Certificate of Insurance showing that the required insurance as set forth in the specifications is in force and shall contain appropriate wording to the effect that the policies described cover the Contractor's operations under this contract.

LICENSE REQUIREMENT

All firms doing business in the City of Paducah are required to be licensed in accordance with the City of Paducah Code of Ordinances. The successful Bidder shall be required to obtain a City of Paducah Business License at the time of Notice of Award. Information regarding business license can be obtained at the City's website: www.paducahky.gov.

PERMITS, CERTIFICATES, LAWS, ORDINANCES AND CODES

The Vendor shall, at his own expense, procure all permits, certificates and licenses required by the law for the execution of this project. The Vendor shall comply with all federal, state and local laws, ordinances or rules and regulations relating to the performance of the work. Information regarding State License requirements can be obtained at: <http://revenue.ky.gov/business>

EQUAL EMPLOYMENT OPPORTUNITY

The Vendor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, age, sex or national origin.

DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All Vendors and employees of the Vendor doing business for the City of Paducah shall adhere to this policy.

HEALTH AND SAFETY STANDARDS IN CONSTRUCTION CONTRACTS

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his health or safety, as determined under Construction Safety and Health Standards Title 29, CFR Part 1518, 36FR 7340, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 82 Stat. 96. Additionally, the Contractor shall comply with all OSHA requirements in accordance with 23 CFR 634 and KRS 338.

REQUESTS FOR PAYMENT

Subsequent to satisfactory delivery of the vehicles in accordance with all of the provisions thereof, the Owner agrees to make Payment within **Thirty (30) days** after receipt of a properly completed invoice. The Owner reserves the right to withhold any of all payments or portions thereof if the Vendor fails to perform in accordance with the provisions of the contract or any modifications thereto.

REJECTION OF BIDS

The Owner reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

OWNER'S RIGHTS RESERVED

The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Project Specifications. Additionally, any Award may be made to the lowest Bidder for all items, groups of items or on an individual item basis, whichever is deemed to be in the best interest of the City.

**CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT**

**BID PROPOSAL for ONE (1) CREW CAB DUMP TRUCK
for use by the
PUBLIC WORKS DEPARTMENT STREET DIVISION**

Proposal of Lynn's CAT
(hereinafter called Bidder), organized and existing under the laws of KY
(state) and doing business as Lynn's Motors*, as
applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)
**Insert "A Corporation", A Partnership" or "An Individual"*

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of **One (1) Crew Cab Dump Truck** for use by the **Public Works Department Street Division** in accordance with the specifications and other contract documents prepared by the Public Works Department, at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independent, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.

Bidder has submitted with this Bid Proposal the required signed and notarized Certifications as required by the laws of the Commonwealth of Kentucky. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

If Notice of the Award is given to the Bidder within Sixty (60) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract Agreement in the prescribed form within ten (10) days after the Contract is presented for signature. Subsequent to the execution of the Contract, Bidder hereby agrees to commence Work and to deliver the vehicles as specified within the contract documents.

Prior to commencing Work, the successful Bidder shall furnish the Owner with a Certificate of Insurance showing that the required insurance as set forth in the specifications is in force.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications. Additionally, any Award may be made to the lowest Bidder for all items, groups of items, or on an individual item basis, whichever is deemed to be in the best interest of the City.

ADDENDUM

The Bidder hereby acknowledges receipt of the following Addenda, if any, and is fully aware of the implications of the addendums on the Bid:

Addendum No(s) _____ Dated _____

BID PROPOSAL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Crew Cab Dump Truck in accordance with the Specifications	1	Each	\$ <u>95,665</u>	\$ <u>95,665</u>

Proposed Body Manufacturer, Model and Year: 25/26 RAM 4500 Crew Cab

Proposed Delivery Time (days): 3-6 Months

Location of the full service maintenance facility: 3345 Park Ave
Paducah, KY 42001

GRADING CRITERIA

The Bidder is aware that the Owner will evaluate the Bids submitted based on the Criteria listed on the "Owner Evaluation Form - Section 00330" as included within the Specifications.

ATTACHEMENTS TO THE BID PROPOSAL REQUIRED:

Failure of the Bidder to submit the following documents with the Bid Proposal will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.

<u>INCLUDED</u>	<u>ITEM</u>
_____	1. Bidder's Certification Section 00320, signed and notarized.
_____	2. "Compliance with Technical Specifications" form. Bidder shall indicate compliance by checking "YES" or "NO" adjacent to each individual item. A "YES" indicates full compliance with the specification and a "NO" indicates an exception and/or variation to the specification.
_____	3. All individual items marked by a "NO" on the "Compliance with Technical Specifications" form shall indicate the exception on a separate attached sheet.
_____	4. One Copy of Full Manufacturer Specifications and Warranty information, including a detailed description of the equipment proposed and the conformance to the Owner's specifications. The manufacturer's specifications shall include information regarding size, type model and make of all component parts and equipment.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

Bidder is a resident of the following state: KY

If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: _____

BID DOCUMENTS:

Bid Documents shall be enclosed in an envelope clearly labeled with the words "**Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening,**" in order to guard against premature opening of the bid. **Bids received late will be disqualified and returned to the sender unopened.**

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: LEWIS MORAN

BY: JOE BARNHART DATE: 7/7/25

TITLE: SALE MAN

ADDRESS: 3345 PARK AVE
PADUCAH KY 42001

PHONE: 444-6901 FAX: 442-2941

CELL PHONE: 994-2177 E-MAIL: JOE.BARNHART@GMAIL.COM

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 20-4850057

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: 264242

CITY OF PADUCAH BUSINESS LICENSE NUMBER: 13286

**CITY OF PADUCAH, KENTUCKY
BIDDER'S REQUIRED CERTIFICATIONS**

The Bidder is hereby given notice that in accordance with the statutes of the Commonwealth of Kentucky, the Bidder is required to submit the following Certifications with the Bid Proposal. **Failure to comply with this requirement will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

1. NON-COLLUSION

The affiant does solemnly swear, under penalty of perjury under the Laws of the United States, that I, the undersigned Bidder, and/or any agents, officers, employees and/or subcontractors employed, or that may be employed for any activity covered by the above Project have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this Bid Proposal.

2. WORKERS' COMPENSATION AFFIDAVIT

The affiant does solemnly swear, under penalty of perjury pursuant to KRS 198B.060(10), that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project shall be in full compliance with Kentucky's requirements for Workers' Compensation Insurance according to KRS 342, and Unemployment Insurance according to KRS Chapter 341

The affiant acknowledges that failure on the affiant's part to comply with the foregoing assurances can result in a fine not to exceed four thousand dollars (\$4,000.00) or an amount equal to the sum of all uninsured and unsatisfied claims that might be prosecuted under the provisions of KRS 342 or unemployment insurance claims that might be prosecuted under the provisions of KRS 341, whichever is greater.

3. CAMPAIGN FINANCE LAWS

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project have not knowingly violated any provisions of the Campaign Finance Laws of the Commonwealth of Kentucky; and that the award of a Contract to the Bidder or the entity in which he/she represents will not violate any provisions of the Campaign Finance Laws of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

4. KRS 45A.343

The affiant does solemnly swear, under penalty of perjury, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are fully aware of the requirements and penalties outlined in KRS 45A.343 requiring the following:

- (a) the Contractor and all Subcontractors performing the work under the Contract to reveal any final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and that
- (b) the Contractor and all Subcontractors performing the work under the Contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contractor.

Failure to reveal a final determination of a violation or to comply with the statutes for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts for a period of two (2) years.

5. **KY DEPT OF REVENUE**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **duly registered with the Kentucky Department of Revenue** to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

6. **TAXES AND FEES**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **not delinquent on any State, City or County taxes or fees** owed to the Commonwealth of Kentucky, The City of Paducah, or any other governmental agency and will remain in good standing for the duration of any contract awarded.

Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky is reasonably relying upon these statements in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds, and other available remedies under law.

Signature: [Signature]
Printed Name: JAKE BENNENHARTER
Title: SALES MGR
Company: LINWOOD MOTORS
Date: 7/7/25

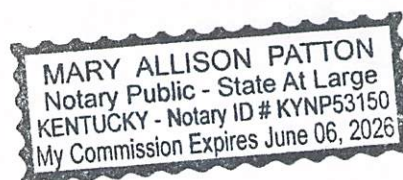
STATE OF Kentucky)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged before me this 7th day of July, 2025, by Mary Patton, office manager (title) of Linwood Chrysler Dodge Hyundai LLC (Name of Company).

My commission expires: 06/06/2026.

[Signature]
Notary Public, State at Large

SEAL



EVALUATION FORM

VEHICLE: **ONE (1) CREW CAB DUMP TRUCK**

BIDDER: _____

DATE: _____

Grading Criteria Formula:

Evaluate the Bidder's Criteria on a rated value scale:

0 = the lowest value to 10 = the highest value for each item listed below.

Rating x Weighted Percent = Criterion Score

The Sum of all Criterion Scores will be the Owner's basis of the Bidder's Overall Score.

GRADING CRITERIA

NO.	CRITERIA ITEMS	RATING VALUE (0-10)	WEIGHTED PERCENT	CRITERION SCORE
1.	Number of Technical Specifications Met		40	
2.	Price		60	

BIDDER'S OVERALL TOTAL SCORE _____

**CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT**

AGREEMENT TO PURCHASE ONE (1) CREW CAB DUMP TRUCK

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and _____ hereinafter called the **VENDOR**, for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **ONE (1) CREW CAB DUMP TRUCK** to be used by the **PUBLIC WORKS DEPARTMENT STREET DIVISION** in full compliance with the Bid Proposal Dated **JULY 10, 2025** and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within _____ consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: _____ (\$_____) as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Municipal Order # _____.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS: _____

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

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

NOTICE OF AWARD

TO: VENDOR

VEHICLE: ONE (1) CREW CAB DUMP TRUCK

After consideration of all bids received for the above referenced **ONE (1) CREW CAB DUMP TRUCK**, for use by the **PUBLIC WORKS DEPARTMENT STREET DIVISION**, you are hereby notified that your Bid dated July 10, 2025, has been accepted as the responsive bid with the lowest {evaluated} bid price in accordance with the specifications. This Award is contingent upon final approval of the City of Paducah Board of Commissioners.

You are hereby required by the Information for Bidders to execute and deliver the Contract Agreement and deliver the Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

OWNER
CITY OF PADUCAH, KY

By: _____
Public Works Director

Date: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE is hereby acknowledged by: _____

of _____ (Name of Company), this the ____ day of _____, 20____.

By _____

Title _____

NOTICE TO PROCEED

TO: **VENDOR**

VEHICLES: **ONE (1) CREW CAB DUMP TRUCK**

You are hereby notified to commence the necessary work in order to deliver the above mentioned **ONE (1) CREW CAB DUMP TRUCK** for use by the **PUBLIC WORKS DEPARTMENT STREET DIVISION** in full accordance with the Agreement dated _____, the Specifications any Addendums issued on or before _____, and you are to deliver the Vehicles within _____ **(xx) consecutive calendar days** thereafter. Therefore, the required date of delivery of the **ONE (1) CREW CAB DUMP TRUCK** is _____. The contract completion date shall be adjusted for all documented shut down periods and approved extensions as outlined in the specifications.

OWNER
CITY OF PADUCAH, KY

By: _____
Public Works Director

Date: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE is hereby acknowledged by: _____

of _____ (Name of Company), this the ____ day of _____, 20____.

By _____

Title _____

**CITY OF PADUCAH
PUBLIC WORKS DEPARTMENT
CHANGE ORDER**

CHANGE ORDER NO: _____
DATE: _____
NAME OF PROJECT: CREW CAB DUMP TRUCK
OWNER: City of Paducah, Kentucky
VENDOR: _____

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

ADDITIONS	\$ _____
DEDUCTIONS	\$ _____

CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE INCREASED BY:	\$ _____
ORIGINAL CONTRACT PRICE:	\$ _____
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS:	\$ _____
NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE:	\$ _____
THE CONTRACT TIME WILL BE INCREASED BY:	<u>XXX Days</u>

APPROVALS REQUIRED:

_____ VENDOR	_____ DATE
-----------------	---------------

_____ PUBLIC WORKS DIRECTOR	_____ DATE
--------------------------------	---------------

_____ MAYOR:	_____ DATE
-----------------	---------------

INSURANCE AND LEGAL RESPONSIBILITY

INSURANCE

The Vendor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the state where the work is located as will protect himself, the Owner and agents of the Owner from claims for bodily injury, death or property damage, which may arise from operations under this Contract. The Vendor shall not commence work under this Contract until he has obtained all insurance required under this paragraph, and shall have filed the certificate of insurance or a certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without (10) day's written notice to the Owner of intention to cancel. The cost of insurance is incidental to all contract items. All sub-Vendors shall meet the same minimum insurance requirements.

The Vendor shall procure and maintain the following insurance in addition to the insurance required by law:

1. Workmen's Compensation, in accordance with the Workmen's Compensation Laws for the Commonwealth of Kentucky.
2. Comprehensive general liability with limits of not less than one million dollars (\$1,000,000).
3. Automobile public liability concerning all owned, non-owned, and hired vehicles in connection with this project with limits of not less than one million dollars (\$1,000,000).

INDEMNIFICATION

The Vendor covenants and agrees to indemnify, hold harmless and render whole the Owner for any loss, cost, and expense, including attorney fees, which are incurred by the Owner for reason of the Vendor's failure to properly perform under this agreement. Additionally, it is expressly agreed and understood that the Vendor shall at all times indemnify and save the Owner harmless from any and all loss or damage which may be sustained by the Owner by reason of any negligent act or omission committed by the Vendor, and/or its employees and agents, in the performance of its work hereunder. The Vendor shall indemnify and save the Owner harmless from any and all claims, demands, and causes of action arising either directly or indirectly from any of such negligent act or omission including but not limited to claims by third parties for property damage or personal injury.

Notwithstanding the foregoing provisions, in the event loss or damage incurred by the Owner or claims, demands, or causes of action asserted against the Owner is attributable, in part, to the negligence of the Owner, through its employees and agents, the foregoing provisions shall not apply, but rather, the parties shall have such rights and remedies as provided by law.

Said indemnification shall also include reimbursement to the Owner for any attorney fees and court costs incurred by the Owner by reason of making a claim for loss or damage or by reason of the assertion of any claims, demands, or causes of action against it, provided; however, that in the event such attorney fees and costs of the Owner are reimbursed or paid by any insurance carrier, the foregoing provision shall not apply.

ACCIDENT PREVENTION

The Vendor shall exercise proper precaution at all times for the protection of persons and property. The safety provisions of all applicable laws and OSHA requirements shall be observed, and the Vendor shall take or cause to be taken such additional safety and health measures.

PERMITS, CERTIFICATES, LAWS, ORDINANCES, AND CODES

The Vendor shall, at his own expense, procure all permits, certificates and licenses required by the law for the execution of this project. In case of difference between building codes, specifications, state laws, local standards and ordinance, industry standards, utility company regulations and the Contract Documents, the most stringent shall govern.

COMPLIANCE WITH ALL LAWS

The Vendor shall be familiar with and comply with all Federal, State, County and City laws, by-laws, ordinances, and regulations, which control the work, actions and operations of those engaged or employed in the work or which affect materials used. The Vendor shall comply with all aforementioned governs and shall relieve the City of any or all claims made against the Vendor arising from violations of any such governs by the Vendor, his employees or his or their action. The Vendor shall be in good standing with all governmental entities and not be delinquent on any Federal, State, Local or property taxes, including penalty and interest charges.

DRUG FREE WORK PLACE REQUIREMENTS

The Vendor, employees of the Vendor, sub-Vendors, vendors or consultants shall have a substance abuse policy in accordance with OSHA and/or the U.S. Department of Transportation Safety Regulations.

NON-BINDING MEDIATION

If a good faith effort to resolve a dispute on terms satisfactory to both parties is unsuccessful, the Owner and the Contractor may submit the dispute to non-binding mediation to be held in Paducah, Kentucky, unless the parties mutually agree otherwise.

Notice of the request for mediation shall be filled in writing with the other party to the contract documents and a copy shall be filed with the Engineer. Request for mediation shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

The Contractor will carry on the work and maintain the progress schedule during any mediation proceedings, unless otherwise mutually agreed in writing.

BREACH-DEFAULT

In the event of breach or default, the Owner shall be entitled to recover any costs and expenses incurred in enforcing this Agreement, including any court costs, expenses, and reasonable attorney fees.

OWNER'S RIGHT TO TERMINATE CONTRACT

The Owner shall have the right to terminate the employment of the Vendor after giving five (5) days written notice of termination to the Vendor in the event of any default by the Vendor.

PROGRESS AND PAYMENT

CONTRACT TIME

Following the execution of the Agreement, the Vendor shall commence with the agreed Contract regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such force as to secure the completion of the Contract in a responsible and timely manner as stated in the Agreement and in accordance with these Specifications.

SCHEDULE OF COMPLETION

The Vendor shall submit, if requested by the Owner, schedules which shall show the order in which the Vendor proposes, with dates at which the Vendor will start, including the estimated delivery date upon completion.

CHANGES IN THE WORK

The Owner may, as the need arises, order changes through additions, deletions or modifications without invalidating the Contract. Compensation affected by the change shall be adjusted at the time of ordering such change and documented on the Change Order form contained within these specifications.

EXTENSION OF CONTRACT TIME

A delay beyond the Vendor's control occasioned by an Act of God, or act or omission on the part of the Owner, or by strikes, lockouts, fire, etc., may entitle the Vendor to an extension of time in which to complete the Contracted work as determined by the Owner, provided, however, that the Vendor shall within ten (10) days of such occurrence, give written notice to the Owner or cause of such delay and of his intention to request an extension of Contract time.

REQUESTS FOR PAYMENT

The Owner shall pay the Vendor upon satisfactory delivery of the Vehicle(s) ordered. The Vendor shall furnish the Engineer all requested support documentation, manuals and supplies at the delivery of the Vehicle(s). The Owner reserves the right to withhold any payment or portions thereof if the Vendor fails to perform in accordance with the provisions of the contract or any modifications thereto.

OWNER'S ACTION ON A REQUEST FOR PAYMENT

Within **Thirty (30) days** from the date of receipt of a properly completed Request for Payment "Invoice" with all required documentation attached, the Owner will:

- a. Pay the request for Payment upon approval of the work, or
- b. Pay such other amount as may be decided is due the Vendor, informing the Vendor in writing of his reasons for paying the amended amount, or
- c. Withhold payment, informing the Vendor of his reasons for withholding payment.

OWNER'S RIGHT TO WITHHOLD

The Owner may withhold payment in whole or in part to the extent necessary to protect from the loss on account of any of the following causes discovered subsequent to approval of a Request for Payment by the Owner.

- a. Defective or incomplete work.
- b. Evidence indicating the probable filing of claims by other parties against the Vendor.
- c. Failure of the Vendor to make payments to Sub-Vendors, material supplier or labor.

AFFIDAVITS OF PAYMENT

The Owner may request the Vendor at any time to furnish appropriate affidavits of payment, waivers and releases of liens from any supplier to the extent of the payment made for labor or materials furnished to the project.

TERMINATION OF VENDOR'S RESPONSIBILITY

The Contract will be considered complete subsequent to delivery as specified, inspection made by the Owner and complete payment made to the Vendor.

CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The approval of the Request for Payment by the Owner and the making of the payment by the Owner to the Vendor shall not relieve the Vendor of the responsibility of faulty materials or workmanship. The Owner will promptly give notice of faulty materials or workmanship and the Vendor shall promptly replace any such defects discovered within **One (1) Year** from the delivery date or as guaranteed by **Warranty**.

TECHNICAL SPECIFICATIONS

SCOPE

To furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of the specified Vehicle(s) in accordance with the specifications contained herein.

GENERAL

The Vehicle(s) to be furnished in compliance with this specification shall be a new model, or the latest model in current production (as offered to commercial trade), and shall be of good quality as to workmanship. All equipment furnished shall be new, unused and of the manufacturer's current production design.

DELIVERY

The successful Bidder ("Vendor") shall deliver the Vehicle(s) to the Owner in care of the Engineering-Public Works Department, Fleet Maintenance Division located at 1120 North 10th Street, Paducah, Kentucky 42001. Notification and arrangements shall be made with the Owner's Representative prior to delivery.

The Vehicle(s) delivered shall be equipped with a full supply of fuel, oil and lubricants upon delivery. At the time of delivery, all equipment must meet or exceed federal, state and local safety, health, lighting and emission standards.

MANUALS AND SUPPLIES

At the time of delivery, the Vendor shall supply the following for each Vehicle(s):

- One (1) copy of the operator's manuals
- One (1) complete technical manual with schematics and parts manual
- Manufacturer's Warranty Policy/Certificate and all guarantees
- Keys – Minimum of two (2) sets

INSTRUCTION, OPERATION AND MAINTENANCE

Following delivery, the Vendor Bidder shall provide a minimum of one (1) days training to properly instruct representatives of the Owner all methods associated with the proper operation and safe use of the vehicle. This instruction shall include the service and maintenance required for proper operation under normal daily use.

SERVICE CAPABILITIES

The Successful Bidder shall maintain a full service maintenance facility with a fully stocked parts facility capable of full hydraulic, electrical and body repair (within a 25 mile radius of Paducah). Factory-trained, qualified service personnel shall man the full service facility. Bidder shall state location and service facility within the Bid Proposal.

Widespread failure by the manufacturer's authorized dealers to render warranty service when required shall subject the manufacturer's line to suspension from the approved products list until satisfactory evidence of correction is provided.

ITEMS CONSIDERED EQUAL MAY BE PROPOSED

In accordance with KRS 45A.415, the Owner has chosen to utilize specifications by naming a sole brand in order to meet the Owner's current needs of compatibility, continuity and conformity with the established fleet force. In order to assure the maximum competition, a bidder may bid an item that is equal to that named or described in the specifications. An item shall be considered equal to the item named or described if, in the opinion of the Owner, all of the following are met:

- a. It is at least equal in quality, durability, strength and design;
- b. It will equally perform the function imposed by the general design;
- c. It conforms substantially to the detailed requirements for the item in the specifications.

- | | |
|--|---|
| 1. Automatic transmission with Overdrive | ✓ |
| 2. Minimum 350HP Turbo Diesel Engine | ✓ |
| 3. Manufacturer installed air conditioning with manual controls | ✓ |
| 4. Manufacturer installed AM/FM radio | ✓ |
| 5. Manufacturer Towing Package, mounted on rear frame rails. | ✓ |
| 6. Trailer Brake Controller with 7-Round RV Socket | ✓ |
| 7. Full size conventional spare tire & wheel | ✓ |
| 8. Exterior paint Oxford White - Interior Stone or Grey | ✓ |
| 9. Power Windows and Locks | ✓ |
| 10. Minimum 9 Foot Drop Side Dump Body Painted Black W/ Manually Controlled Tarp | ✓ |
| 11. Transmission Mounted PTO/Pump for Hoist | ✓ |
| 12. Black vinyl floor covering (no carpet) | ✓ |
| 13. Vinyl Seats Front and Rear | ✓ |
| 14. Whelen Edge LED Light Bar W/ Amber Modules | ✓ |
| 15. Additional Amber Strobe Lighting in Grill and Rear Corners of Dump Body | ✓ |

LINWOOD MOTORS
3345 PARK AVE
PADUCAH, KY 420014039

Configuration Preview

Date Printed: 2025-07-07 9:33 AM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 00KDA City of Paducah
FAN 2:
Client Code:
Bid Number: TB6066
PO Number:

Sold to:
LINWOOD MOTORS (60260)
3345 PARK AVE
PADUCAH, KY 420014039

Ship to:
LINWOOD MOTORS (60260)
3345 PARK AVE
PADUCAH, KY 420014039

Vehicle: 2026 4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in) (DP9L93)

	Sales Code	Description	MSRP(USD)
Model:	DP9L93	4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in)	60,845
Package:	25A	Customer Preferred Package 25A	0
	ETN	6.7L I6 Cummins Turbo Diesel Engine	9,495
	DFM	8-Spd TorqueFlite HD Auto Trans	1,000
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	XAC	ParkView Rear Back-up Camera	495
	MDA	Front License Plate Bracket	0
	XHC	Trailer Brake Control	465
	TBB	Full Size Spare Tire	395
	4DH	Prepaid Holdback	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	166	Zone 66-Orlando	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB6066	Government Incentives	0
Discounts:	NAS	50 State Emissions	0
	YG4	5.5 Additional Gallons of Diesel	0
Destination Fees:			2,095
Total Price:			<u>74,790</u>

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

USA

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Standard Features - DP9L93-4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in)	
Code	Description
ME6	"RAM" Grille Badge
DJK	10.5" Front Axle
DRY	12.0" Banjo Rear Axle
JCB	120 MPH Primary Speedometer
JJJ	12V Auxiliary Power Outlet
WPJ	19.5x6.0 Black Painted Steel Wheels
CSJ	2 Way Rear Headrest Seat
BAJ	220 Amp Alternator
TAJ	225/70R19.5G FT All Pos, RR Traction
SCF	4-Spoke Steering Wheel
DMK	4.44 Axle Ratio
CBE	40/20/40 Split Bench Seat
RTQ	4G LTE Wi-Fi Hot Spot
NFH	52 Gallon Rear Fuel Tank
RCG	6 Speakers
ESL	6.4L V8 HEMI HD Engine
XFK	7 Pin Trailer Wiring Harness
BCN	730 Amp Maintenance Free Battery
DFZ	8-Spd TorqueFlite HD Auto Trans
RFL	8.4" Touchscreen Display
JJ6	87 MPH Maximum Speed
RD3	Accent Color Shark Fin Antenna
MDX	Active Grille Shutters
NH3	Adaptive Cruise Control w/Stop
CG3	Advanced Multistage Front Air Bags
HAA	Air Conditioning
DR8	American Axle (AAM) Brand
BRT	Anti-Lock 4-Wheel Disc Brakes
DSA	Anti-Spin Differential Rear Axle
RFP	Apple CarPlay
RSU	Audio Jack Input for Mobile Devices
LMG	Automatic Headlamps
LHL	Auxiliary Switches - I/P Mounted
NHB	Auxiliary Transmission Oil Cooler
CTL	Base Door Trim Panel
A7A	Base Equipment Group
MNA	Black Door Handles
M17	Black Exterior Badging - Trucks
LE4	Black Exterior Mirrors
MB1	Black Front Bumper
MFA	Black Headlamp Bezels
CKJ	Black Vinyl Floor Covering
WMB	Black Wheel Center Hub

Standard Features - DP9L93-4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in)	
Code	Description
MMZ	Black Wheel Flares
RTE	Bluetooth Handsfree Phone and Audio
LB6	Bulb Out Detection Defeat For LED
X75	Bumper Module II
X8S	Center Console Parts Module
LNC	Clearance Lamps
JAK	Cluster 3.5" TFT Color Display
RTM	Connectivity - US/Canada
DS7	Conventional Differential Frt Axle
HGB	Dash Liner Insulation
BC3	Dash Pass Thru Wire Circuits
LM1	Daytime Running Headlamps, Low Beam
LP8	Delete Cargo Lamp
MD8	Delete Front License Plate Bracket
XBC	Delete Pickup Box
TBF	Delete Spare Tire
X82	Door Parts Module
CLP	Door Sill Scuff Pads
CDX	Driver & Passenger Headrest
JVA	Driver Seat - Manual Adjust 4-Way
CSP	Driver/Passenger Assist Handles
JJB	DUAL NOTE ELECTROMECHANICAL HORNS
WLA	Dual Rear Wheels
DK3	Elec Shift-On-The-Fly Transfer Case
DH4	Electronic Range Select
BNB	Electronic Stability Control
NHN	Electronically Controlled Throttle
HGF	Floor Tunnel Insulation
X9E	For Details, Visit DriveUconnect.com
MXB	Front Air Dam
CDR	Front Armrest w/Cupholders
X83	Front End Parts Module
SFB	Front Heavy Duty Shock Absorbers
CGD	Front Height Adjust Shoulder Belts
LNv	Front LED Fog Lamps
SHA	Front Stabilizer Bar
MHR	Front Wheel Well Liners
JWA	Frt Pass Seat - Manual Adjust 4-Way
LSU	Full Speed Fwd Collision Warn Plus
RDG	Global Telematics Box Module (TBM)
JKH	Glove Box
RF5	Google Android Auto
JLP	GPS Antenna Input

Standard Features - DP9L93-4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in)	
Code	Description
X79	Grille Module
X8E	Grille Module II
MFF	Grille-Matte Black Mesh
MM5	Grille-Surround Matte Black
Z9A	GVW Rating - 16500#
TZM	Hankook Brand Tires
XBV	Hard Wired Remote Start
*TX	HD Vinyl 40/20/40 Split Bench Seat
LHD	Headlamp Off Time Delay
X8Y	Headliner Parts Module
NMC	Heavy Duty Engine Cooling
NAH	Heavy Duty Truck Federal Emissions
JE1	I/P Bezels-Painted
LA6	Incandescent Taillamps
JY1	Instrument Cluster Theme 1 (Base)
X81	Instrument Panel Parts Module
RTF	Integrated Center Stack Radio
XRB	Integrated Voice Command w/Bluetooth
XZG	Job Rated
CEU	Key Fob - Black
LM3	LED Low/High Reflector Headlamps
LF1	Manual Adjust Mirrors
LFD	Manual Folding Exterior Mirrors
LF3	Manual Telescoping Mirrors
LBA	Map/Courtesy Lamp
RSF	Media Hub-2 USB, Full Funct, Aux
GT1	Mirrors Manual Fold Telescope Black
APA	Monotone Paint
JMD	N95+Bio HVAC Cabin Filter
CUH	No Underseat Storage
XA8	Non Adjustable Pedals
CUN	Overhead Console
LBT	Overhead Cupholder Lamp
GNM	Passenger Side Sun Visor w/Mirror
LST	Pedestrian/Cyclist Emergency Braking
JKY	Power Accessory Delay
SBE	Power Steering
XG7	Power Take-Off Right/Left
GX4	Pushbutton Start
JP3	Pwr Front Windows, 1-Touch, Up & Down
MUP	Ram 4500 Badge
BHD	Ready Alert Braking
LCH	Rear Dome Lamp

Standard Features - DP9L93-4500 CREW CAB CHASSIS 4X4 (173.4 in WB - CA of 60 in)

Code	Description
GJD	Rear Fixed Window
CFM	Rear Folding Seat
SGB	Rear Heavy Duty Shock Absorbers
SHD	Rear Heavy Duty Stabilizer Bar
JFB	Rear Seat Reminder Alert
CUE	Rear Underseat Compartment Storage
GNA	Rear View Day/Night Mirror
GXM	Remote Keyless Entry
RSX	Remote USB Port
RS3	Remote USB Port - Charge Only
X8Z	Seat Parts Module
GXX	Sentry Key Theft Deterrent System
RSD	SiriusXM Satellite Radio
JPH	Speed Sensitive Power Locks
CUY	Storage Tray
JFJ	Temperature & Compass Gauge
SUA	Tilt Steering Column
GAC	Tinted Glass Windows
GBB	Tinted Windshield Glass
XBN	Tip Start
X88	Tire & Wheel Parts Module
XEA	Tow Hooks
XEF	Transfer Case Skid Plate Shield
UBE	Uconnect 5 w 8.4" Display (USA)
XXS	Upfitter Electronic Module (VSIM)
CV3	Urethane Shift Control
RF7	USB Host Flip
JHA	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center
XF6	Voltage Monitoring Auto Idle Up Sys

Package Details	
TRADESMAN	
Package Contents	
6.7L I6 Cummins Turbo Diesel Engine	
8-Spd TorqueFlite HD Auto Trans	
Package Value Price	

ESTIMATE

SUPERIOR TRUCK BEDS &
EQUIPMENT, LLC
1115 W 15th St
Hopkinsville, KY 42240-1803

scott@superiortruckbeds.com
+1 (270) 886-1103
www.superiortruckbeds.com



LINWOOD DODGE

Bill to

LINWOOD MOTORS
3345 PARK AVENUE
PADUCAH, KY 42001

Ship to

LINWOOD DODGE
LINWOOD MOTORS
3345 PARK AVENUE
PADUCAH, KY 42001

Shipping info

Ship date: 07/02/2024
Tracking no.: 270-444-6901

Estimate details

Estimate no.: 1355
Estimate date: 06/23/2025

P.O. Number: JAKE

Sales Rep: SAM

#	Product or service	Description	Qty	Rate	Amount
1.		25/26 RAM 4500 4X4 DIESEL AUTOTRANS-AS69RC			\$0.00
2.	KH KDBDS916B	9' DUMP BLACK DROP SIDES	1	\$8,067.00	\$8,067.00
3.	KH KCP-100S19-B	STRAIGHT FULL CAB PROTECTOR FOR DUMP BODY FORD/GM/RAM - PAINTED BLACK	1	\$1,335.00	\$1,335.00
4.	KH 77502185	VERTICAL BRACE FOR DUMP BODY SIDES INSTALLED	1	\$300.00	\$300.00
5.	KH 36171459	DUMP BODY RECEIVER HITCH FOR 9' &11' W/ 21K FOR RAM	1	\$650.00	\$650.00
6.	KH 12314498	WINDOW SHADE STYLE TARP 84'X16' MESH TARP LOOSE	1	\$1,293.00	\$1,293.00
7.	FREIGHT.	FREIGHT	1	\$800.00	\$800.00
8.	LABOR		1	\$1,400.00	\$1,400.00
9.		PRODUCTION LOOKS TO BE IN OCTOBER			\$0.00
10.					\$0.00
11.		ISON TRANS # AS69RC			\$0.00

12. Misc Parts	1121230 FORCE AMERICA RAM HOT SHIFT PTO (TODD)	1	\$3,575.50	\$3,575.50
13. Misc Parts	1045315 PUMP 3.44CID FORCE (TODD)	1	\$845.00	\$845.00
14. FREIGHT.	FREIGHT	1	\$160.00	\$160.00
15. LABOR		1	\$1,200.00	\$1,200.00
16.				\$0.00
17. VEN VC516SF-DM	VENCO SUBFRAME HOIST WITH DIRECT MOUNT PUMP (5GPM; SAE'A' 2 BOLT FLANGE 5/8-9 SPLINE) (ORDERED 10-29- 24)	1	\$4,831.00	\$4,831.00
18. FREIGHT.	FREIGHT	1	\$475.00	\$475.00
Total			\$24,931.50	

Accepted date

Accepted by

Rapid Response-1, LLC
1031 Washington St
Paducah, KY 42003 US
2704422775
brad@rapidresponse-1.com

Estimate

ADDRESS

JAKE BRENNINGMEYER
LINWOOD MOTORS
3345 PARK AVE.
PADUCAH, KY 42001

ESTIMATE #	DATE
1185	06/27/2025

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Dump Truck			
NEW	Whelen Edge Lightbar	1	2,500.00	2,500.00
NEW	Surface Mount LED	4	150.00	600.00
4797 STOCK PARTS	Misc. Shop Materials	1	100.00	100.00
4795 LABOR SALES	Labor	1	750.00	750.00
SUBTOTAL				3,950.00
TAX				0.00
TOTAL				\$3,950.00

Accepted By

Accepted Date



LINWCHR-01

BLENTINJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NavSav Tennessee 6250 Delaware Street Suite B Beaumont, TX 77706	CONTACT Zach Hickson		
	PHONE (A/C, No, Ext): (317) 965-2152	FAX (A/C, No):	
	E-MAIL ADDRESS: zhickson@universalinsgroup.com		
INSURED Linwood Chrysler Dodge Hyundai, LLC Park Ave Real Estate 3345 Park Ave Paducah, KY 42001	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Casualty Company		20443
	INSURER B : The Continental Insurance Co.		35289
	INSURER C : ClearPath Insurance Company		16273
	INSURER D : Columbia Insurance Group		40371
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			AYA737206458	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$				
	☒ Garage Liability		MED EXP (Any one person) \$ 5,000				
	☐		PERSONAL & ADV INJURY \$				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
A	AUTOMOBILE LIABILITY			AYA737206458	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
						\$	
B	☒ UMBRELLA LIAB ☒ OCCUR			AYU7372064575	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE \$ 10,000,000				
	☐ DED ☒ RETENTION \$ 10,000		\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC10904794-1	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N	N/A				E.L. EACH ACCIDENT \$ 500,000
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Garagekeepers			AYN737206461	7/1/2024	7/1/2025	See Below Breakdown 1,300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as Mortgagee / Loss Payee - 3345 Park Ave, Paducah, KY 42001.
GarageKeepers -

Location 1 - 3345 Park Avenue; Paducah, KY - \$500,000 Limit
Location 2 - 2007 State Route 45 N.; Mayfield, KY - \$500,000 Limit
Location 3 - 1534 E. 5th Street; Metropolis, IL - \$300,000 Limit

CERTIFICATE HOLDER

CANCELLATION

Community Financial Services Bank
PO Box 467
Benton, KY 42067

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Zach Hickson

FCA Fleet Powertrain Care
5 Year / 100,000 Mile Limited Warranty Extension
(\$0 Deductible)

THIS LIMITED WARRANTY IS PROVIDED TO OWNERS of a 2016 through 2023 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

YOUR LEGAL RIGHTS UNDER THIS LIMITED WARRANTY

This warranty is the express warranty FCA US LLC ("FCA") makes for your vehicle. This warranty gives you specific legal rights. You may also have other rights that vary from state to state. For example, you may have some implied warranties, depending on the state where your vehicle was sold or is registered.

These implied warranties are limited, to the extent allowed by law, to the time periods covered by this express written warranty.

If you use your vehicle primarily for business or commercial purposes, then these implied warranties do not apply and FCA completely disclaims them to the extent allowed by law. And the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Incidental and Consequential Damages Not Covered

Your warranty does not cover any incidental or consequential damages connected with your vehicle's failure, either while under warranty or afterward. Examples of such damages include: (a) lost time; (b) inconvenience; (c) the loss of the use of your vehicle; (d) the cost of rental vehicles, gasoline, telephone, travel, or lodging; (e) the loss of personal or commercial property; and (f) the loss of revenue.

Some states don't allow incidental or consequential damages to be excluded or limited, so this exclusion may not apply to you.

Persons to Whom the Limited Warranty is Offered

This Limited Warranty is provided to owners of a 2016 through 2023 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

What This Limited Warranty Extension Covers

This Powertrain Limited Warranty is a part of your New Vehicle Limited Warranty. It extends the 5 year or 60,000-mile powertrain limited warranty on mechanical components of the vehicle to 5 years from the in service date of the vehicle or 100,000 miles on the odometer, whichever comes first. It covers the cost of all parts and labor needed to repair a powertrain component listed below that is defective in workmanship and materials

Please keep this letter in your glove box along with your vehicle's other warranty information for future reference if necessary. All the other terms and conditions and the "What's Not Covered" items of your warranty remain the same as stated in your Warranty Information book.

Parts Covered

The Powertrain Limited Warranty covers these parts and components of your vehicle's powertrain supplied by FCA US LLC

Gasoline Engine: Cylinder Block and all Internal Parts; Cylinder Head Assemblies; Timing Case, Timing Chain, Timing Belt, Gears and Sprockets; Vibration Damper; Oil Pump, Water Pump and Housing; Intake and Exhaust Manifolds; Flywheel with Starter Ring Gear; Core Plugs; Valve Covers; Oil Pan; Turbocharger Housing and Internal Parts; Turbocharger Wastegate Actuator; Supercharger; Serpentine Belt Tensioner; Seals and Gaskets for listed components only.

Transmission: Transmission Case and all Internal Parts; Torque Converter; Drive/Flex Plate; Transmission Range Switch; Speed Sensors; Pressure Sensors; Transmission Control Module; Bell Housing; Oil Pan; Seals and Gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

Front Wheel Drive: Transaxle Case and all Internal Parts; Axle Shaft Assemblies; Constant Velocity Joints and Boots; Differential Cover; Oil Pan; Transaxle Speed Sensors; Transaxle Solenoid Assembly; PRNDL Position Switch; Transaxle Electronic Controller; Torque Converter; Seals and Gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

All-Wheel Drive (AWD): Power Transfer Unit and all Internal Parts; Viscous Coupler; Axle Housing and all Internal Parts; Constant Velocity Joints and Boots; Drive Shaft and Axle Shaft Assemblies; Differential Carrier Assembly and all Internal Parts; Output Ball Bearing; Output Flange; End Cover; Overrunning Clutch; Vacuum Motor; Torque Tube; Pinion Spacer and Shim; Seals and Gaskets for listed components only.

Rear Wheel Drive: Rear Axle Housing and all Internal Parts; Axle Shafts; Axle Shaft Bearings; Drive Shaft Assemblies; Drive Shaft Center Bearings; Universal Joints and Yokes; Seals and Gaskets for listed components only.

Four-Wheel Drive (4x4): Transfer Case and all Internal Parts; transfer case control module and shift mode motor assembly Axle Housing and all Internal Parts; Axles Shafts; Axle Shaft Bearings; Drive Shafts Assemblies (Front and Rear); Drive Shaft Center Bearings; Universal Joints and Yokes; Disconnect Housing Assembly; Seals and Gaskets for the listed components only.

HOW TO GET WARRANTY SERVICE

Where to Take Your Vehicle

In the United States (We Include U.S. Possessions and Territories as Part of the United States for Warranty Purposes): Warranty service must be done by an authorized Chrysler, Dodge, Jeep or Ram dealer. We strongly recommend that you take your vehicle to your Selling Dealer. They know you and your vehicle best, and are most concerned that you get prompt and high quality service. If you move within the United States, warranty service may be requested from any authorized Chrysler, Dodge, Jeep or Ram dealer.

In Canada and Mexico: If you are traveling temporarily in Canada or Mexico, and your vehicle remains registered in the United States, your FCA US warranty still applies. Service may be requested at any authorized Chrysler, Dodge, Jeep or Ram dealership.

WHAT IS NOT COVERED UNDER THIS FCA US LLC LIMITED WARRANTY

Some Modifications Don't Void the Warranty But Aren't Covered

Certain changes that you might make to your vehicle do not, by themselves, void this warranty. Examples of some of these changes are: (a) installing non-FCA US LLC ("FCA") parts, components, or equipment (such as a non-FCA radio or speed control); and (b) using special non-FCA materials or additives.

But your warranty does not cover any part that was not on your vehicle when it left the manufacturing plant or is not certified for use on your vehicle. Nor does it cover the costs of any repairs or adjustments that might be caused or needed because of the installation or use of non-FCA parts, components, equipment, materials, or additives.

Performance or racing parts are considered to be non-FCA parts. Repairs or adjustments caused by their use are not covered under your warranty. Examples of the types of alterations not covered are: (a) installing accessories - except for genuine FCA / MOPAR accessories installed by an authorized Chrysler, Dodge, Jeep or Ram dealer; (b)

FCA Fleet Powertrain Care
5 Year / 100,000 Mile Limited Warranty Extension
(\$0 Deductible)

applying rustproofing or other protection products; (c) changing the vehicle's configuration or dimensions, such as converting the vehicle into a limousine or food service vehicle; or (d) using any refrigerant that FCA has not approved.

Environmental Factors Not Covered

Your warranty does not cover damage caused by environmental factors such as airborne fallout, bird droppings, insect damage, chemicals, tree sap, salt, ocean spray, acid rain, and road hazards. Nor does your warranty cover damage caused by hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.

Your warranty does not cover conditions resulting from anything impacting the vehicle. This includes cracks and chips in glass, scratches and chips in painted surfaces, or damage from collision.

Maintenance Costs Not Covered

Your warranty does not cover the costs of repairing damage caused by poor or improper maintenance. Nor does it cover damage caused by the use of contaminated fuels, or by the use of fuels, oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.

The warranty does not cover the costs of your vehicle's normal or scheduled maintenance - the parts and services that all vehicles routinely need. Some of these parts and services, which your warranty does cover, include: (a) lubrication; (b) engine tune-ups; (c) replacing filters, coolant, spark plugs, bulbs, or fuses (unless those costs result from a covered repair); (d) cleaning and polishing; and (e) replacing worn wiper blades, worn brake pads and linings, or clutch linings.

Racing Not Covered

Your warranty does not cover the costs of repairing damage or conditions caused by racing, nor does it cover the repair of any defects that are found as the result of participating in a racing event.

Certain Kinds of Corrosion Not Covered

Your warranty does not cover the following: (a) corrosion caused by accident, damage, abuse, or vehicle alteration; (b) surface corrosion caused by such things as industrial fallout, sand, salt, hail, ocean spray, and stones; (c) corrosion caused by the extensive or abnormal transport of caustic materials like chemicals, acids, and fertilizers; and (d) corrosion of special bodies, body conversions, or equipment that was not on your vehicle when it left the manufacturing plant or was not supplied by FCA.

Other Exclusions

Your warranty does not cover the costs of repairing damage or conditions caused by any of the following: (a) fire or accident; (b) abuse or negligence; (c) misuse - for example, driving over curbs or overloading; (d) tampering with the emission systems, or with a part that could affect the emission systems; (e) use of used parts, even if they were originally supplied by FCA (however, authorized FCA / MOPAR remanufactured parts are covered); (f) windshield or rear window damage from external objects; (g) any changes made to your vehicle that don't comply with FCA; or (h) using any fluid that doesn't meet the minimum recommendations in your Owner's Manual.

Total Loss, Salvage, Junk, or Scrap Vehicles Not Covered

A vehicle has no warranty coverage of any kind if: (a) the vehicle is declared to be a total loss by an insurance company; (b) the vehicle is rebuilt after being declared to be a total loss by an insurance company; or (c) the vehicle is issued a certificate of title indicating that it is designated as "salvage," "junk," "rebuilt," "scrap," or some similar word.

FCA will deny warranty coverage without notice if it learns that a vehicle is ineligible for coverage for any of these reasons.

Restricted Warranty

Your warranty can also be restricted by FCA. FCA may restrict the warranty on your vehicle if the vehicle is not properly maintained, or if the vehicle is abused or neglected, and the abuse or neglect interferes with the proper functioning of the vehicle. If the warranty is restricted, coverage may be denied or subject to approval by FCA before covered repairs are performed.

Registration and Operation Requirements

This Limited Warranty covers your vehicle only if: (a) it is registered in the U.S.; (b) it is driven mainly in the U.S. or Canada, and (c) it is operated and maintained in the manner described in your Owner's Manual.

There is no Limited Warranty coverage on your Vehicle if it is sold, registered or operated, other than temporarily, by you, outside of the United States (including the 50 states, the District of Columbia, Puerto Rico, or Guam).

Other Terms of These Limited Warranties

Punitive, exemplary or multiple damages may not be recovered unless applicable state or local law prohibits this disclaimer. No person, including FCA US LLC employees or dealers, may modify or waive any part of this Limited Warranty.

General Information

It's your responsibility to properly maintain and operate your new vehicle. Follow the instructions contained in the General and Scheduled Maintenance Service guidelines in your Owner's Manual. Regular, scheduled maintenance is essential to trouble-free operation. If there is a dispute between you and FCA US concerning your maintenance of your vehicle, FCA US will require you to provide proof that your vehicle was properly maintained.

Agenda Action Form

Paducah City Commission

Meeting Date: July 22, 2025

Short Title: Purchase of Ten (10) Police Pursuit Rates SUV's for use by the Paducah Police Department, in the total amount of \$556,000 - **C. YARBER**

Category: Municipal Order

Staff Work By: Jim
Scutt, Debbie Collins
Presentation By: Chris
Yarber

Background Information: On July 10, 2025 sealed written bids were opened for the purchase of Ten (10) Police Pursuit Rates SUV's to be used by the Paducah Police Department. One bid was received. Linwood Motors was the responsive and responsible bidder in accordance with the specifications with nine (9) Patrol SUV's at \$56,000.00 each, and one (1) Detective SUV's at \$52,000.00 each, for a total price of \$556,000.00. In addition, Linwood Motors agreed to allow the City to purchase up to two (2) additional police SUV's in accordance with the specifications at the unit bid price listed above, in the event the City may need to purchase additional police SUV's prior to June 30, 2026 due to loss of a SUV. The delivery time will be 180 days after contract execution.

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

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

Communications Plan:

Funds Available: Account Name: Rollins Stock/Vehicle Fleet Lease Trust Fund

Account Number: 71000210 540050

Staff Recommendation: To receive and file the bid and adopt a Municipal Order authorizing the Mayor to execute an agreement with Linwood Motors for the purchase of Ten (10) Police Pursuit Rated SUV's for use by the Police Department in accordance with the specifications in the total amount of \$556,000.00 with the option of additional purchase if needed.

Attachments:

1. MO - police SUV's 7-2025
2. 00020 - Invitation to Bid
3. Bid Tab -Ten (10) Police Pursuit - Police
4. 00500 - Proposed Agreement
5. Spec Pick Up List
6. LINWOOD BID - TEN POLICE PURSUIT RATED SUV'S

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF LINWOOD MOTORS FOR SALE TO THE CITY OF PADUCAH NINE (9) PATROL SUV'S IN AN AMOUNT OF \$56,000 EACH AND ONE DETECTIVE SUV IN THE AMOUNT OF \$52,000, FOR A TOTAL AMOUNT OF \$556,000, FOR USE BY THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Linwood Motors for Nine (9) Patrol SUV's at \$56,000 each and one (1) Detective SUV in the amount of \$52,000, for a total price of \$556,000, for use by the Paducah Police Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Linwood Motors of July 10, 2025.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors for the purchase of a total of ten (10) Police SUV's, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid. In addition, Linwood Motors agrees to allow the City to purchase up to two (2) additional police SUV's at the unit bid price, in the event the City may need to purchase additional police SUV's prior to June 30, 2026.

SECTION 3. These purchases shall be charged to Fleet Lease Vehicles Account No. 71000210-540050.

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, July 22, 2025
Recorded by Lindsay Parish, City Clerk, July 22, 2025
MO\police SUV's 7-2025

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **TEN (10) POLICE PURSUIT RATED SUV'S** for use by the **PADUCAH POLICE DEPARTMENT** on **Thursday, July 10, 2025** at 1:00 P.M. CST. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky.

OBTAINING CONTRACT DOCUMENTS

Copies of specifications may be obtained at the office of the Public Works Fleet Department located at 1120 North 10th Street.

BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be given to the **responsible bidder** who submits the **responsive bid of the lowest evaluated bid price in accordance with the specifications**.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure that employees and applicants for employment are not discriminated against because of their race, religion, color, sex, national origin, age or disability.

DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All contractors and subcontractors doing business for the City of Paducah shall adhere to this policy.

OWNER'S RIGHTS RESERVED:

The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

CITY OF PADUCAH, KENTUCKY

PUBLIC WORKS DEPARTMENT

Nine (10) Police Pursuit Rated SUV's - Police

LOWEST EVALUATED BID

BID OPENING: 2:00 p.m. CST on Thursday, July 10, 2025

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Linwood Motors Jake Brenningmeyer 3345 Park Ave Paducah, KY 42001
Ten (10) Police Pursuit Rated SUV's	

\$556,000.00

Delivery Time	3-6 Months
Manufacturer:	Dodge

DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:

1. Bidder's Required Certification	Yes
2. Manufacturer Specifications	Yes
3. Warranty Information	Yes
4. Compliance with Tech Specs form	Yes
5. Deviations with Information	None
6. Addendum Signed and Included	N/A
Kentucky State Bidder	Yes

Responsive & Responsible Bidder:	Yes
Evaluation Score:	1000.00
BID RECOMMENDED FOR ACCEPTANCE	Yes

CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT

AGREEMENT TO PURCHASE TEN (10) POLICE PURSUIT RATED SUV's

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the **CITY OF PADUCAH**, hereinafter called the OWNER, and **Linwood** hereinafter called the **VENDOR**, for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **TEN (10) POLICE PURSUIT RATED SUV's** to be used by the **Police Department** in full compliance with the Bid Proposal Dated July 10, 2025 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within 90-180 consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Five Hundred Fifty Six Thousand Dollars (\$556,000.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Municipal Order # _____.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR Linwood
BY JACK BRANNAN
TITLE SALES MGR

ADDRESS:
2345 Park Ave
Paducah, KY 42001

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

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

PUBLIC WORKS DEPARTMENT

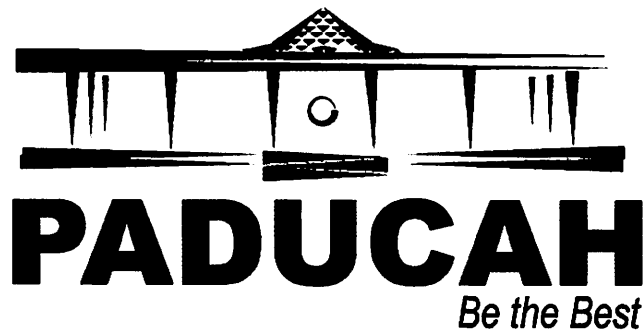
Ten (10) Police Pursuit Rated SUV's

BID OPENING: Thursday, July 10, 2025, 1:00 p.m., CST

No.	Official Bidder - Company/Business Name	Name of Person Picking up Specs/Plans	Mailing Address	Business Phone Number	Fax Number	E-Mail Address
1	Prime Vendor	Kim Jones	4622 Cedar Ave Wilmington, NC 28403	910-8059630	910-726-1973	PrimeVendor123@gmail.com via email 6/17/25 @ 1:59pm JS
2	Linnwood	Jake Brenniagmeyer	3876 Park Ave Paducah, KY 42001	270-444-6901		jakebrenniagmeyer@gmail.com via email 6/16/2025 @ 9:34am JS
3	Buster Miles Uppers	Phil Amason Sr	685 Ross St Heflin, AL 36264	256-624-0463		pamason@bustermiles.com via email 6/27/25 @ 10:09am DC
4						
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CITY OF PADUCAH

PUBLIC WORKS DEPARTMENT REQUEST FOR BIDS



SPECIFICATIONS FOR THE PURCHASE OF TEN (10) POLICE PURSUIT RATED SUV'S

**FOR USE BY
PADUCAH POLICE DEPARTMENT**

JULY 2025

TABLE OF CONTENTS

NINE (10) POLICE PURSUIT RATED SUV'S for use by the PADUCAH POLICE DEPARTMENT

CONTRACT DOCUMENTS

<u>SECT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
00020	Invitation to Bid	1
00100	Information for Bidders	5
00310	Bid Proposal	3
00320	City Certifications	2
00330	Evaluation Form	1
00500	Agreement	1
00610	Notice of Award	1
00615	Notice to Proceed	1
01007	Insurance and Legal Responsibility	2
01009	Progress and Payment	2

TECHNICAL SPECIFICATIONS

<u>SECT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
02100	Technical Specifications	1
02200	Compliance with Technical Specifications Form.....	3

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **TEN (10) POLICE PURSUIT RATED SUV'S** for use by the **PADUCAH POLICE DEPARTMENT** on **Thursday, July 10, 2025** at 1:00 P.M. CST. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky.

OBTAINING CONTRACT DOCUMENTS

Copies of specifications may be obtained at the office of the Public Works Fleet Department located at 1120 North 10th Street.

BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be given to the **responsible bidder** who submits the **responsive bid of the lowest evaluated bid price in accordance with the specifications.**

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure that employees and applicants for employment are not discriminated against because of their race, religion, color, sex, national origin, age or disability.

DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All contractors and subcontractors doing business for the City of Paducah shall adhere to this policy.

OWNER'S RIGHTS RESERVED:

The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

INFORMATION FOR BIDDERS

BIDS

All sealed bids and purchasing procedures shall be in accordance with the City of Paducah's Code of Ordinances Chapter 2 Procurement, KRS 45A.345 – 45A.460, and the specifications contained herein.

All bids shall be submitted on forms supplied by the City of Paducah. Wording of the Bid Form or Bid Proposal shall not be altered, changed and/or modified. Bids submitted showing any alterations, changes, and/or modifications to the Bid Proposal shall be rejected. Unauthorized conditions, limitations, or provision attached to the proposal shall be cause for rejection of the proposal. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the bidder.

Bid Documents shall be enclosed in an envelope clearly labeled with the words "**Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening,**" in order to guard against premature opening of the bid.

Each bid shall be addressed to the Public Works Director, City of Paducah Public Works Department, City Hall, 300 South 5th Street, P.O. Box 2267, Paducah, Kentucky, 42002-2267, on or before the day and hour set for opening of bids. It is the sole responsibility of the bidder to see that the bid is received on time and is properly labeled. The Owner will not be responsible for premature opening of a bid not properly addressed and identified.

No electronic bid, faxed bid, telegraphic bid or telegraphic modifications of bid will be considered. No bids received after the time fixed for receiving bids will be considered. **Bids received late will be disqualified and returned to the sender unopened.**

BIDDER OF RECORD

Bidders shall be listed as a plan holder on the Owner's Official Plan Holder's list located in the Public Works Administration office at 1120 North 10th Street in order to be an "Official Bidder of Record." Bids received from Bidders who are not listed on the Owner's Official Plan Holder's list will be rejected.

INTERPRETATIONS

Any Bidder having questions regarding any portion of the specifications, or may be in doubt as to the true meaning of any part of the specifications, or finds discrepancies in or omissions from any part of the specifications, can submit a **WRITTEN** request via **EMAIL** for interpretation no later than **12:00 noon CST on Thursday, July 3, 2025**, to the Attention of:

Jim Scutt, Fleet Superintendent
Public Works Department
VIA EMAIL: jscutt@paducahky.gov

Following receipt of all comments on the aforementioned day, interpretations and/or corrections will be made by Addendum. The Addendums will be e-mailed or faxed to each bidder of record, with the Bidder being required to acknowledge receipt.

BIDDER'S QUALIFICATIONS

The City of Paducah (hereinafter referred to as Owner) shall have the right to take such steps necessary to determine the ability of the bidder to perform the obligations under the Contract. A Bidder may be required to furnish evidence of experience in the types of work to the Owner in order to assure completion of the Contract in a satisfactory manner.

The Owner reserves the right to inspect the plant facilities and place of business of any Bidder participating in this bid. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the bidder is qualified to properly carry out the terms of the Contract.

CERTIFICATIONS

The Certifications required by the laws of the Commonwealth of Kentucky as contained within Section 00320 of these Specifications shall be signed, notarized and submitted with the Bid Proposal. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

CONFLICTS, GRATUITIES AND KICKBACKS

The Owner adheres to the provision of KRS 45A.455 relative to conflicts of interests, gratuities, kickbacks, and use of confidential information in all bid offerings. During the bid process, Bidders shall not contact any employee of the Owner in reference to this Bid, with the exception of the Owner's designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

BID PRICES - UNIT PRICES

Each bidder shall include its pro-rata share of overhead and profit in the unit price and/or lump sum price for each of the items in the Proposal. Bid Prices shall also include all sales tax, any and all delivery transportation charges, handling charges, FOB destination, fees, taxes, labor, materials, equipment, tools and services necessary for complete manufacture and delivery.

In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.

UNIT PRICES

The Bidder further understands the quantities shown are estimates only and the Owner reserves the unlimited right to add to or delete from same at its discretion. In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.

COMPLIANCE WITH SPECIFICATIONS

The Bidder shall accurately and fully complete the "Compliance with Technical Specifications" forms and submit with the Bid Proposal. Bidder shall indicate compliance with each Technical Item by marking "YES" or "NO" with a check mark to indicate if the item being bid is exactly as specified. If the item is not being bid as exactly specified, the "NO" column must be checked and a detailed description of the deviation shall be listed on a separate attached sheet.

Failure to accurately complete and submit the "Compliance with Technical Specifications" form, along with any and all deviations, shall be grounds for rejection of the bid. If no exceptions or deviations are shown, the bidder shall be required to furnish the material exactly as specified. The burden of proof for compliance with this specification shall be the responsibility of the bidder.

EXCEPTIONS AND/OR VARIATIONS

Bidder shall list all information on a separate page regarding any and all exceptions and/or variations that are noted as a "NO" on the Technical Specifications.

DELIVERY

The Bidder shall indicate the projected delivery time in the Bid Proposal. **Delivery time after award (including upfitting) is to be listed as "days", and NOT weeks, months or a specific date. Delivery price shall be included in the Bid Price,** and shall include all transportation, fees, taxes, labor, materials, equipment, tools and services necessary for complete manufacture and delivery. Additionally, the vehicle delivered shall be equipped with a full supply of fuel, oil and lubricants upon delivery. At the time of delivery, all equipment must meet or exceed federal, state and local safety, health, lighting and emission standards.

MANUFACTURE SPECIFICATIONS AND WARRANTIES

A set of manufacturer specifications and warranty information shall be included with the Bid Proposal. The manufacturer's specifications shall include a detailed description of the vehicle proposed and the conformance to the Owner's specifications. The manufacturer's specifications shall include information regarding size, type model and make of all component parts and equipment.

SERVICE CAPABILITIES

The Bidder shall maintain a full service maintenance facility and fully stocked parts facility capable of full hydraulic, electrical and body repair. Factory-trained, qualified service personnel shall man the full service facility. **Bidder shall state location and provide documentation of service facility within the Bid Proposal.**

Widespread failure by the manufacturer's authorized dealers to render warranty service when required shall subject the manufacturer's line to suspension from the approved products list until satisfactory evidence of correction is provided.

EXAMINATION OF SPECIFICATIONS

Before submitting a bid, each bidder shall carefully examine the specifications and be fully aware of the item proposed for receipt of bids. Each bidder shall be fully informed prior to bidding as to all existing conditions and limitations, and shall include all costs necessary to furnish and deliver and completely set-up the items as set forth in the specifications. No allowance will be made to any bidder due to lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the bidder has made such examination.

OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner will publicly open and read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative. The time of bid opening shall be in accordance with the time stated in the Advertisement and Invitation to Bid. **The official time set for the opening of the Bids shall be established by the City of Paducah's synchronized computer time as shown digitally on the City Clerk's computer.**

WITHDRAWAL OF BIDS

Any Bidder may withdraw his submitted bid by written request 24 hours or more prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of 60 days after the date set for opening thereof, and all bids shall be subject to acceptance by the Owner during this period. However, under justifiable circumstances, the Owner may release a bid if the Bidder can demonstrate from worksheets or other documents that an obvious error was made while preparing the bid.

BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be given to the **responsible bidder who submits the responsive bid of the lowest evaluated bid price in accordance with the specifications.**

The **responsible bidder** shall have the capability in all respects to perform fully the contracts requirements, and the moral integrity and reliability of which to assure good faith performance. The **responsive bidder** shall submit a bid that conforms in all material respects to the specifications without any deviations of the invitation for bids.

The **Evaluation Criteria** that will be utilized by the Owner to evaluate the bids received pursuant to objective measurable criteria, along with any formulas pertaining to how the contract shall be awarded has been listed on the "**Evaluation Form – Section 00330**" included with these specifications.

PREFERENCE TO LOCAL MATERIALS AND LABOR

Preference will be given to local resident bidders for the purchase of local materials and to the employment of local labor if price and other factors within the bids received are equal.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder. **The bidder shall indicate the state of residence on the Bid Proposal. The non-resident bidder shall indicate also if any preference is**

given by the Bidder's state. The determination of state residency of the non-resident Bidder, according to Kentucky Administrative Regulations:

- The state of residency shall be the principal office as identified in the Bidder's Certificate of Authority to transact business in Kentucky as filed with the Commonwealth of Kentucky, Secretary of State
- If the Bidder is not required to obtain a Certificate of Authority (by the Secretary of State) to transact business in Kentucky, the state of Residency shall be the mailing address provided in the Bid Proposal.

EXECUTION OF AGREEMENT

Subsequent to Notice of Award, and **within ten (10) days** after the prescribed forms are presented for signature, the successful bidder shall:

1. A Contract Agreement in the form included in the specifications, in such number of copies as the Owner may require.
2. A Certificate of Insurance showing that the required insurance as set forth in the specifications is in force and shall contain appropriate wording to the effect that the policies described cover the Contractor's operations under this contract.

LICENSE REQUIREMENT

All firms doing business in the City of Paducah are required to be licensed in accordance with the City of Paducah Code of Ordinances. The successful Bidder shall be required to obtain a City of Paducah Business License at the time of Notice of Award. Information regarding business license can be obtained at the City's website: www.paducahky.gov.

PERMITS, CERTIFICATES, LAWS, ORDINANCES AND CODES

The Vendor shall, at his own expense, procure all permits, certificates and licenses required by the law for the execution of this project. The Vendor shall comply with all federal, state and local laws, ordinances or rules and regulations relating to the performance of the work. Information regarding State License requirements can be obtained at: <http://revenue.ky.gov/business>

EQUAL EMPLOYMENT OPPORTUNITY

The Vendor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, age, sex or national origin.

DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All Vendors and employees of the Vendor doing business for the City of Paducah shall adhere to this policy.

HEALTH AND SAFETY STANDARDS IN CONSTRUCTION CONTRACTS

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his health or safety, as determined under Construction Safety and Health Standards Title 29, CFR Part 1518, 36FR 7340, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 82 Stat. 96. Additionally, the Contractor shall comply with all OSHA requirements in accordance with 23 CFR 634 and KRS 338.

REQUESTS FOR PAYMENT

Subsequent to satisfactory delivery of the vehicles in accordance with all of the provisions thereof, the Owner agrees to make Payment within **Thirty (30) days** after receipt of a properly completed invoice. The Owner reserves the right to withhold any of all payments or portions thereof if the Vendor fails to perform in accordance with the provisions of the contract or any modifications thereto.

REJECTION OF BIDS

The Owner reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

OWNER'S RIGHTS RESERVED

The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Project Specifications. Additionally, any Award may be made to the lowest Bidder for all items, groups of items or on an individual item basis, whichever is deemed to be in the best interest of the City.

**CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT**

**BID PROPOSAL for Ten (10) POLICE
PURSUIT RATED SUV'S
for use by the
PADUCAH POLICE DEPARTMENT**

Proposal of LINWOOD COJK
(hereinafter called Bidder), organized and existing under the laws of KY
(state) and doing business as LINWOOD*, as
applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)
**Insert "A Corporation", A Partnership" or "An Individual"*

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of **Ten (10) Police Pursuit Rated SUV's** for use by the **Paducah Police Department** in accordance with the specifications and other contract documents prepared by the Public Works Department, at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independent, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.

Bidder has submitted with this Bid Proposal the required signed and notarized Certifications as required by the laws of the Commonwealth of Kentucky. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

If Notice of the Award is given to the Bidder within Sixty (60) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract Agreement in the prescribed form within ten (10) days after the Contract is presented for signature. Subsequent to the execution of the Contract, Bidder hereby agrees to commence Work and to deliver the vehicles as specified within the contract documents.

Prior to commencing Work, the successful Bidder shall furnish the Owner with a Certificate of Insurance showing that the required insurance as set forth in the specifications is in force.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications. Additionally, any Award may be made to the lowest Bidder for all items, groups of items, or on an individual item basis, whichever is deemed to be in the best interest of the City.

ADDENDUM

The Bidder hereby acknowledges receipt of the following Addenda, if any, and is fully aware of the implications of the addendums on the Bid:

Addendum No(s) _____ Dated _____

BID PROPOSAL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Police Vehicles in accordance with the Specifications	9 1	Each	\$ <u>56,000</u> \$ <u>52,000</u>	\$ <u>556,000</u>
2	In the event the City may need to purchase additional vehicles prior to June 30, 2026, will the Bidder allow the purchase of Two Additional Police Vehicles in accordance with the Specifications at the Proposed Unit Price provided herein? <u>AS LONG AS AVAILABLE</u>			YES <u>✓</u>	NO _____

Proposed Body Manufacturer, Model and Year: 25 Dodge Durango Pursuit

Proposed Delivery Time (days): 3-6 months

Location of the full service maintenance facility: 3345 Park Ave
Paducah, KY 42001

GRADING CRITERIA

The Bidder is aware that the Owner will evaluate the Bids submitted based on the Criteria listed on the "Owner Evaluation Form - Section 00330" as included within the Specifications.

ATTACHEMENTS TO THE BID PROPOSAL REQUIRED:

Failure of the Bidder to submit the following documents with the Bid Proposal will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.

<u>INCLUDED</u>	<u>ITEM</u>
_____	1. Bidder's Certification Section 00320, signed and notarized.
_____	2. "Compliance with Technical Specifications" form. Bidder shall indicate compliance by checking "YES" or "NO" adjacent to each individual item. A "YES" indicates full compliance with the specification and a "NO" indicates an exception and/or variation to the specification.
_____	3. All individual items marked by a "NO" on the "Compliance with Technical Specifications" form shall indicate the exception on a separate attached sheet.
_____	4. One Copy of Full Manufacturer Specifications and Warranty information, including a detailed description of the equipment proposed and the conformance to the Owner's specifications. The manufacturer's specifications shall include information regarding size, type model and make of all component parts and equipment.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

Bidder is a resident of the following state: KY

If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: _____

BID DOCUMENTS:

Bid Documents shall be enclosed in an envelope clearly labeled with the words "**Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening**," in order to guard against premature opening of the bid. **Bids received late will be disqualified and returned to the sender unopened.**

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: LZWOOD Motors

BY: JAKE BRENNENWALDER DATE: 7/7/25

TITLE: Sales MGR

ADDRESS: 3345 PARK Ave
PADUCAH, KY 42001

PHONE: 444-6901 FAX: 444-2941

CELL PHONE: 994-2377 E-MAIL: JAKEBRENNENWALDER@LZWOOD.COM

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 20-4850057

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: 264242

CITY OF PADUCAH BUSINESS LICENSE NUMBER: 13286

**CITY OF PADUCAH, KENTUCKY
BIDDER'S REQUIRED CERTIFICATIONS**

The Bidder is hereby given notice that in accordance with the statutes of the Commonwealth of Kentucky, the Bidder is required to submit the following Certifications with the Bid Proposal. **Failure to comply with this requirement will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

1. NON-COLLUSION

The affiant does solemnly swear, under penalty of perjury under the Laws of the United States, that I, the undersigned Bidder, and/or any agents, officers, employees and/or subcontractors employed, or that may be employed for any activity covered by the above Project have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this Bid Proposal.

2. WORKERS' COMPENSATION AFFIDAVIT

The affiant does solemnly swear, under penalty of perjury pursuant to KRS 198B.060(10), that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project shall be in full compliance with Kentucky's requirements for Workers' Compensation Insurance according to KRS 342, and Unemployment Insurance according to KRS Chapter 341

The affiant acknowledges that failure on the affiant's part to comply with the foregoing assurances can result in a fine not to exceed four thousand dollars (\$4,000.00) or an amount equal to the sum of all uninsured and unsatisfied claims that might be prosecuted under the provisions of KRS 342 or unemployment insurance claims that might be prosecuted under the provisions of KRS 341, whichever is greater.

3. CAMPAIGN FINANCE LAWS

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project have not knowingly violated any provisions of the Campaign Finance Laws of the Commonwealth of Kentucky; and that the award of a Contract to the Bidder or the entity in which he/she represents will not violate any provisions of the Campaign Finance Laws of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

4. KRS 45A.343

The affiant does solemnly swear, under penalty of perjury, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are fully aware of the requirements and penalties outlined in KRS 45A.343 requiring the following:

- (a) the Contractor and all Subcontractors performing the work under the Contract to reveal any final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and that
- (b) the Contractor and all Subcontractors performing the work under the Contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contractor.

Failure to reveal a final determination of a violation or to comply with the statutes for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts for a period of two (2) years.

5. **KY DEPT OF REVENUE**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **duly registered with the Kentucky Department of Revenue** to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

6. **TAXES AND FEES**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **not delinquent on any State, City or County taxes or fees** owed to the Commonwealth of Kentucky, The City of Paducah, or any other governmental agency and will remain in good standing for the duration of any contract awarded.

Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky is reasonably relying upon these statements in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds, and other available remedies under law.

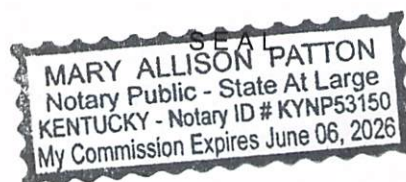
Signature: _____
Printed Name: JACK BASMANCHUK
Title: SALES MGR
Company: LENWOOD
Date: 7/7/25

STATE OF KY)
COUNTY OF MCCracken)

The foregoing instrument was sworn to and acknowledged before me this 7th day of July, 2025, by Mary Patton, office manager (title) of Linood Chrysler Dodge Hyundai (Name of Company).

My commission expires: 6/16/2026.

Mary Patton
Notary Public, State at Large



EVALUATION FORM

VEHICLE: TEN (10) POLICE PURSUIT RATED SUV'S

BIDDER: _____

DATE: _____

Grading Criteria Formula:

Evaluate the Bidder's Criteria on a rated value scale:

0 = the lowest value to 10 = the highest value for each item listed below.

Rating x Weighted Percent = Criterion Score

The Sum of all Criterion Scores will be the Owner's basis of the Bidder's Overall Score.

GRADING CRITERIA

NO.	CRITERIA ITEMS	RATING VALUE (0-10)	WEIGHTED PERCENT	CRITERION SCORE
1.	Number of Technical Specifications Met (Noted by *)		40	
2.	Price		60	

BIDDER'S OVERALL TOTAL SCORE _____

**CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT**

AGREEMENT TO PURCHASE TEN (10) POLICE PURSUIT RATED SUV's

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and _____ hereinafter called the **VENDOR**, for the consideration hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **TEN (10) POLICE PURSUIT RATED SUV's** to be used by the **Police Department** in full compliance with the Bid Proposal Dated July 10, 2025 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Vendor hereby agrees to commence work under this Contract and to fully complete the delivery of the aforementioned Vehicle(s) within _____ consecutive calendar days thereafter from the date of this Agreement.

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: _____ (\$_____) as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Municipal Order #_____.

ARTICLE 4. PAYMENTS

The Owner will make Payment in full upon satisfactory delivery in accordance with the Contract Documents and the Specifications. The Payment shall constitute full compensation for the work and services authorized herein.

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

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

NOTICE OF AWARD

TO: VENDOR

VEHICLE: TEN (10) POLICE PURSUIT RATED SUV'S

After consideration of all bids received for the above referenced **TEN (10) POLICE PURSUIT RATED SUV's**, for use by the **Paducah Police Department**, you are hereby notified that your Bid dated **July 10, 2025**, has been accepted as the responsive bid with the lowest {evaluated} bid price in accordance with the specifications. This Award is contingent upon final approval of the City of Paducah Board of Commissioners.

You are hereby required by the Information for Bidders to execute and deliver the Contract Agreement and deliver the Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

OWNER
CITY OF PADUCAH, KY

By: _____
Public Works Director

Date: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE is hereby acknowledged by: _____

of _____(Name of Company), this the ____ day of _____, 20____.

By _____

Title _____

NOTICE TO PROCEED

TO: **VENDOR**

VEHICLES: **TEN (10) POLICE PURSUIT RATED SUV'S**

You are hereby notified to commence the necessary work in order to deliver the above mentioned **TEN (10) POLICE PURSUIT RATED SUV'S** for use by the **Paducah Police Department** in full accordance with the Agreement dated _____, the Specifications any Addendums issued on or before _____, and you are to deliver the Vehicles within _____ **(xx) consecutive calendar days** thereafter. Therefore, the required date of delivery of the **TEN (10) POLICE PURSUIT RATED SUV'S** is _____. The contract completion date shall be adjusted for all documented shut down periods and approved extensions as outlined in the specifications.

OWNER
CITY OF PADUCAH, KY

By: _____
Public Works Director

Date: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE is hereby acknowledged by: _____

of _____ (Name of Company), this the ____ day of _____, 20____.

By _____

Title _____

**CITY OF PADUCAH
PUBLIC WORKS DEPARTMENT
CHANGE ORDER**

CHANGE ORDER NO: _____
DATE: _____
NAME OF PROJECT: _____ Police Pursuit SUVs
OWNER: _____ City of Paducah, Kentucky
VENDOR: _____

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

ADDITIONS	\$ _____
DEDUCTIONS	\$ _____

CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE INCREASED BY:	\$ _____
ORIGINAL CONTRACT PRICE:	\$ _____
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS:	\$ _____
NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE:	\$ _____
THE CONTRACT TIME WILL BE INCREASED BY:	_____ XXX Days

APPROVALS REQUIRED:

_____ VENDOR	_____ DATE
_____ PUBLIC WORKS DIRECTOR	_____ DATE
_____ MAYOR:	_____ DATE

INSURANCE AND LEGAL RESPONSIBILITY

INSURANCE

The Vendor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the state where the work is located as will protect himself, the Owner and agents of the Owner from claims for bodily injury, death or property damage, which may arise from operations under this Contract. The Vendor shall not commence work under this Contract until he has obtained all insurance required under this paragraph, and shall have filed the certificate of insurance or a certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without (10) day's written notice to the Owner of intention to cancel. The cost of insurance is incidental to all contract items. All sub-Vendors shall meet the same minimum insurance requirements.

The Vendor shall procure and maintain the following insurance in addition to the insurance required by law:

1. Workmen's Compensation, in accordance with the Workmen's Compensation Laws for the Commonwealth of Kentucky.
2. Comprehensive general liability with limits of not less than one million dollars (\$1,000,000).
3. Automobile public liability concerning all owned, non-owned, and hired vehicles in connection with this project with limits of not less than one million dollars (\$1,000,000).

INDEMNIFICATION

The Vendor covenants and agrees to indemnify, hold harmless and render whole the Owner for any loss, cost, and expense, including attorney fees, which are incurred by the Owner for reason of the Vendor's failure to properly perform under this agreement. Additionally, it is expressly agreed and understood that the Vendor shall at all times indemnify and save the Owner harmless from any and all loss or damage which may be sustained by the Owner by reason of any negligent act or omission committed by the Vendor, and/or its employees and agents, in the performance of its work hereunder. The Vendor shall indemnify and save the Owner harmless from any and all claims, demands, and causes of action arising either directly or indirectly from any of such negligent act or omission including but not limited to claims by third parties for property damage or personal injury.

Notwithstanding the foregoing provisions, in the event loss or damage incurred by the Owner or claims, demands, or causes of action asserted against the Owner is attributable, in part, to the negligence of the Owner, through its employees and agents, the foregoing provisions shall not apply, but rather, the parties shall have such rights and remedies as provided by law.

Said indemnification shall also include reimbursement to the Owner for any attorney fees and court costs incurred by the Owner by reason of making a claim for loss or damage or by reason of the assertion of any claims, demands, or causes of action against it, provided; however, that in the event such attorney fees and costs of the Owner are reimbursed or paid by any insurance carrier, the foregoing provision shall not apply.

ACCIDENT PREVENTION

The Vendor shall exercise proper precaution at all times for the protection of persons and property. The safety provisions of all applicable laws and OSHA requirements shall be observed, and the Vendor shall take or cause to be taken such additional safety and health measures.

PERMITS, CERTIFICATES, LAWS, ORDINANCES, AND CODES

The Vendor shall, at his own expense, procure all permits, certificates and licenses required by the law for the execution of this project. In case of difference between building codes, specifications, state laws, local standards and ordinance, industry standards, utility company regulations and the Contract Documents, the most stringent shall govern.

COMPLIANCE WITH ALL LAWS

The Vendor shall be familiar with and comply with all Federal, State, County and City laws, by-laws, ordinances, and regulations, which control the work, actions and operations of those engaged or employed in the work or which affect materials used. The Vendor shall comply with all aforementioned governs and shall relieve the City of any or all claims made against the Vendor arising from violations of any such governs by the Vendor, his employees or his or their action. The Vendor shall be in good standing with all governmental entities and not be delinquent on any Federal, State, Local or property taxes, including penalty and interest charges.

DRUG FREE WORK PLACE REQUIREMENTS

The Vendor, employees of the Vendor, sub-Vendors, vendors or consultants shall have a substance abuse policy in accordance with OSHA and/or the U.S. Department of Transportation Safety Regulations.

NON-BINDING MEDIATION

If a good faith effort to resolve a dispute on terms satisfactory to both parties is unsuccessful, the Owner and the Contractor may submit the dispute to non-binding mediation to be held in Paducah, Kentucky, unless the parties mutually agree otherwise.

Notice of the request for mediation shall be filled in writing with the other party to the contract documents and a copy shall be filed with the Engineer. Request for mediation shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

The Contractor will carry on the work and maintain the progress schedule during any mediation proceedings, unless otherwise mutually agreed in writing.

BREACH-DEFAULT

In the event of breach or default, the Owner shall be entitled to recover any costs and expenses incurred in enforcing this Agreement, including any court costs, expenses, and reasonable attorney fees.

OWNER'S RIGHT TO TERMINATE CONTRACT

The Owner shall have the right to terminate the employment of the Vendor after giving five (5) days written notice of termination to the Vendor in the event of any default by the Vendor.

PROGRESS AND PAYMENT

CONTRACT TIME

Following the execution of the Agreement, the Vendor shall commence with the agreed Contract regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such force as to secure the completion of the Contract in a responsible and timely manner as stated in the Agreement and in accordance with these Specifications.

SCHEDULE OF COMPLETION

The Vendor shall submit, if requested by the Owner, schedules which shall show the order in which the Vendor proposes, with dates at which the Vendor will start, including the estimated delivery date upon completion.

CHANGES IN THE WORK

The Owner may, as the need arises, order changes through additions, deletions or modifications without invalidating the Contract. Compensation affected by the change shall be adjusted at the time of ordering such change and documented on the Change Order form contained within these specifications.

EXTENSION OF CONTRACT TIME

A delay beyond the Vendor's control occasioned by an Act of God, or act or omission on the part of the Owner, or by strikes, lockouts, fire, etc., may entitle the Vendor to an extension of time in which to complete the Contracted work as determined by the Owner, provided, however, that the Vendor shall within ten (10) days of such occurrence, give written notice to the Owner or cause of such delay and of his intention to request an extension of Contract time.

REQUESTS FOR PAYMENT

The Owner shall pay the Vendor upon satisfactory delivery of the Vehicle(s) ordered. The Vendor shall furnish the Engineer all requested support documentation, manuals and supplies at the delivery of the Vehicle(s). The Owner reserves the right to withhold any payment or portions thereof if the Vendor fails to perform in accordance with the provisions of the contract or any modifications thereto.

OWNER'S ACTION ON A REQUEST FOR PAYMENT

Within **Thirty (30) days** from the date of receipt of a properly completed Request for Payment "Invoice" with all required documentation attached, the Owner will:

- a. Pay the request for Payment upon approval of the work, or
- b. Pay such other amount as may be decided is due the Vendor, informing the Vendor in writing of his reasons for paying the amended amount, or
- c. Withhold payment, informing the Vendor of his reasons for withholding payment.

OWNER'S RIGHT TO WITHHOLD

The Owner may withhold payment in whole or in part to the extent necessary to protect from the loss on account of any of the following causes discovered subsequent to approval of a Request for Payment by the Owner.

- a. Defective or incomplete work.
- b. Evidence indicating the probable filing of claims by other parties against the Vendor.
- c. Failure of the Vendor to make payments to Sub-Vendors, material supplier or labor.

AFFIDAVITS OF PAYMENT

The Owner may request the Vendor at any time to furnish appropriate affidavits of payment, waivers and releases of liens from any supplier to the extent of the payment made for labor or materials furnished to the project.

TERMINATION OF VENDOR'S RESPONSIBILITY

The Contract will be considered complete subsequent to delivery as specified, inspection made by the Owner and complete payment made to the Vendor.

CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The approval of the Request for Payment by the Owner and the making of the payment by the Owner to the Vendor shall not relieve the Vendor of the responsibility of faulty materials or workmanship. The Owner will promptly give notice of faulty materials or workmanship and the Vendor shall promptly replace any such defects discovered within **One (1) Year** from the delivery date or as guaranteed by **Warranty**.

TECHNICAL SPECIFICATIONS

SCOPE

To furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of the specified Vehicle(s) in accordance with the specifications contained herein.

GENERAL

The Vehicle(s) to be furnished in compliance with this specification shall be a new model, or the latest model in current production (as offered to commercial trade), and shall be of good quality as to workmanship. All equipment furnished shall be new, unused and of the manufacturer's current production design.

DELIVERY

The successful Bidder ("Vendor") shall deliver the Vehicle(s) to the Owner in care of the Public Works Department, Fleet Maintenance Division located at 1120 North 10th Street, Paducah, Kentucky 42001. Notification and arrangements shall be made with the Owner's Representative prior to delivery.

The Vehicle(s) delivered shall be equipped with a full supply of fuel, oil and lubricants upon delivery. At the time of delivery, all equipment must meet or exceed federal, state and local safety, health, lighting and emission standards.

MANUALS AND SUPPLIES

At the time of delivery, the Vendor shall supply the following for each Vehicle(s):

- One (1) copy of the operator's manuals
- Manufacturer's Warranty Policy/Certificate and all guarantees
- Keys – Minimum of four (4) sets

SERVICE CAPABILITIES

The Successful Bidder shall maintain a full service maintenance facility with a fully stocked parts facility capable of full hydraulic, electrical and body repair. Factory-trained, qualified service personnel shall man the full service facility. Bidder shall state location and service facility within the Bid Proposal.

Widespread failure by the manufacturer's authorized dealers to render warranty service when required shall subject the manufacturer's line to suspension from the approved products list until satisfactory evidence of correction is provided.

ITEMS CONSIDERED EQUAL MAY BE PROPOSED

In accordance with KRS 45A.415, the Owner has chosen to utilize specifications by naming a sole brand in order to meet the Owner's current needs of compatibility, continuity and conformity with the established fleet force. In order to assure the maximum competition, a bidder may bid an item that is equal to that named or described in the specifications. An item shall be considered equal to the item named or described if, in the opinion of the Owner, all of the following are met:

- a. It is at least equal in quality, durability, strength and design;
- b. It will equally perform the function imposed by the general design;
- c. It conforms substantially to the detailed requirements for the item in the specifications.

**POLICE PURSUIT RATED SUV
TECHNICAL SPECIFICATIONS
and
Compliance with Technical Specifications Form**

The Bidder is required to accurately and fully complete this "Compliance with Technical Specifications" form and submit with the Bid Proposal. Bidder shall indicate compliance with each Technical Item by marking "YES" or "NO" with a check mark to indicate if the item being bid is exactly as specified. If the item is not being bid as exactly specified, the "NO" column must be checked and a detailed description of the deviation shall be listed on a separate attached sheet.

Failure to accurately complete and submit the "Compliance with Technical Specifications" form, along with any and all deviations, shall be grounds for rejection of the bid. If no exceptions or deviations are shown, the bidder shall be required to furnish the material exactly as specified. The burden of proof for compliance with this specification shall be the responsibility of the bidder.

SUBMITTED BY: LINWOOD MOTORS (Bidder)

Ten (10) New 2025 or newer Police Pursuit Rated SUV with Factory Police Package

<u>SPECIFICATIONS</u>	<u>YES</u>	<u>NO</u>
1. Shall Be V-6	☒	☐
2. Pursuit Rated *	☒	☐
3. Automatic Transmission *	☒	☐
4. Certified Speedometer *	☒	☐
5. Front Bucket Seats (Cloth) *	☒	☐
6. Full Size Spare *	☒	☐
7. Electric Windows and Door Locks *	☒	☐
8. Shall Be All-Wheel Drive	☒	☐
9. Hands Free Calling (Bluetooth) *	☒	☐
10. Tilt Steering *	☒	☐
11. Back-Up Camera *	☒	☐
12. Keyless Entry W/Push Button Start/W 4 Key Fobs *	☒	☐
13. Cruise Control *	☒	☐
14. Rear A/C *	☒	☐
15. Dark Car Feature *	☐	☒ n/a
16. Back-Up Sensor *	☒	☐
17. Rear Camera On Demand *	☒	☐
18. Minimum 43 cubic feet cargo space behind second row of seating*	☒	☐

SPECIFICATIONS PAGE 2

Ten (10) Vehicles to be Equipped with the following:

	<u>YES</u>	<u>NO</u>
1. Wig-Wag Headlamps or LED's Mounted in Headlamp to Simulate Wig-Wag	☒	☐
2. All factory rear lights to flash with emergency lighting	☒	☐
3. 100 Watt Siren Speaker Mounted Behind Grille	☒	☐
4. Whelen Siren Model C399 with CCT6 control head mounted in Console with switch operation as followed: Setting 1: rear visor and all rear factory lights to flash Setting 2: all lights from setting 1, front visor, rocker panel lights, and factory daytime running lights that surround headlights to flash Setting 3: all lights from setting 1 & 2, and take down lights on front visor to flash **hands free siren enabled for horn function**	☒	☐
5. In-Car Radio installed in console with antenna mounted on Roof rear. (Radio to be provided by the City of Paducah).	☒	☐
6. 12V Power & Ground Wiring with (3) 12V Accessory Outlets Mounted in Console	☒	☐
7. Charge Guard Auto Shutoff Timer Mounted in Console with All Upfitter Installed Equipment Powered by Charge Guard	☒	☐
8. Whelen Edge (Front)-XLP2-piece LED with Takedowns mounted top interior windshield, Red on Driver side and Blue on Passenger side (IX34UFZRRRTTBBB)	☒	☐
9. Whelen Edge (Rear)-RTX Series Rear Facing Super-LED with Traffic Advisor mounted top interior rear lift gate glass, Red on Driver side and Blue on Passenger Side (ISTRAY8RRRRBBBB)	☒	☐

Nine (9) Vehicles to be Equipped with the following extras for Patrol

	<u>YES</u>	<u>NO</u>
1. Factory installed LED Spotlight Mounted in Left A-Pillar	☒	☐
2. White Exterior Color	☒	☐
3. Whelen Strip-light plus duo red/blue-mounted on the interior of the rear passenger area, and facing out each of the rear side passenger windows in the Left and Right sides, mounted on Bottom of glass	☒	☐
4. Whelen Tracer Red, Blue 60" LED Rocker Panel Lights. Duo-Color Capability (Red/white, Blue/white) mounted on the Right and Left side, lower rocker panel on the pinch weld area	☒	☐
5. Sentina Single Prisoner Cell w/Full Replacement seat and center pull seat belts . Door Panels and Rear Cargo Barrier. (Specific to Vehicle)	☒	☐
6. AXON camera system with cradle point router installed in vehicle. (Equipment to be provided by the City of Paducah)(Must be installed by an AXON certified installer).	☒	☐
7. Passenger Side Rear Door Locks, Windows and Inside Door Handle inoperable from rear seat (Drivers side rear door locks, windows, and inside door handle remain operable)	☒	☐
8. Black Steel Wheels	☒	☐
9. Gamber Johnson Standard Console Box Kit with Magnetic Phone Holder, Cup Holder, Printer Armrest, and Mongoose - 9" Locking Slide Arm with Short Clevis	☒	☐
10. Setina Double T-Rail Vertical Weapons Locker System (Specific to Vehicle) Handcuff style for both weapons.	☒	☐

SPECIFICATIONS PAGE 3

One (1) Vehicle to be Equipped with the following extras for Detectives

	<u>YES</u>	<u>NO</u>
1. American Aluminum CamLock Valt System Item Code: VT UP (Specific to vehicle) 45"Wx24"Dx8"H w/Bracket, Locking System Keyed Alike, Matte Black Powder Coating and Top Bracket	☒	☐
2. Exterior Color to be chosen after bid is Awarded (Vendor to contact prior to order)	☒	☐
3. Spoke Aluminum Wheels Black or Silver	☒	☐
4. Gamber Johnson Standard Console Box Kit with Magnetic Phone Holder, Cup Holder, and Rear Armrest Specific to Vehicle.	☒	☐
5. Driver Side and Passenger Side Rear Door Locks, Windows and Inside Door Handles Operable from rear seat.	☒	☐
6. Whelen Strip-Light plus duo red/blue-mounted on the interior of the rear cargo area, and facing out of each of the rear side cargo windows in the Left and Right sides, mounted on Bottom of glass.	☒	☐

LINWOOD MOTORS
3345 PARK AVE
PADUCAH, KY 420014039

Priced Order Confirmation (POC)

Date Printed:	2025-07-07 9:04 AM	VIN:	1C4RDJFG0SC560589	Quantity:	01
Estimated Ship Date:	2024-09-09 2:00 AM	VON:	61793238	Status:	D1 - Gateline:plant has sequenced the unit for production,estimated ship date assigned
Date Ordered:	2025-04-28 6:19 PM	Ordered By:	S33385P	FAN 1:	00KDA City of Paducah KY
				FAN 2:	
				Client Code:	
				Bid Number:	TB5066
				PO Number:	

Sold to:
LINWOOD MOTORS (60260)
3345 PARK AVE
PADUCAH, KY 420014039

Ship to:
LINWOOD MOTORS (60260)
3345 PARK AVE
PADUCAH, KY 420014039

Vehicle: 2025 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	43,940
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	LNF	Black Left LED Spot Lamp	750
	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
Non Equipment:	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
		Government Incentives	0
Bid Number:	TB5066		0
Special Equipment:	99595A		0
Destination Fees:			1,595

Total Price: 46,285 .

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	01

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Rapid Response-1, LLC
1031 Washington St
Paducah, KY 42003 US
2704422775
brad@rapidresponse-1.com

Estimate

ADDRESS

JAKE BRENNINGMEYER
LINWOOD MOTORS
3345 PARK AVE.
PADUCAH, KY 42001

ESTIMATE

1183

DATE

06/23/2025

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Up-fit (1) Durango Patrol Unit			
NEW	Whelen Front Inner Edge Red/Blue W/Take Downs	1	1,500.00	1,500.00
NEW	Whelen Rear Inner Edge Red/Blue	1	1,500.00	1,500.00
NEW	Whelen Tracer Red/Blue/White	2	1,200.00	2,400.00
NEW	Whelen Strip Lite Plus Red/Blue	4	175.00	700.00
NEW	Whelen Siren/Light Controller	1	900.00	900.00
NEW	Whelen Speaker W/ Durango Bracket	1	300.00	300.00
NEW	Setina Front Partition	1	1,300.00	1,300.00
NEW	Setina Rear Partition W/Replacement Rear Seat	1	1,700.00	1,700.00
NEW	Setina Dual Gun Lock and Partition Brackets	1	700.00	700.00
NEW	Setina Window Bars	1	320.00	320.00
NEW	Setina Door Panel	1	330.00	330.00
NEW	Gamber Johnson Console W/Printer Armrest	1	1,700.00	1,700.00
NEW	Charge Guard	1	250.00	250.00
4797 STOCK PARTS	Misc. Shop Materials	1	150.00	150.00
FREIGHT	Freight	1	400.00	400.00
4795 LABOR SALES	Labor	1	1,850.00	1,850.00
SUBTOTAL				16,000.00
TAX				0.00
TOTAL				\$16,000.00

Accepted By

Accepted Date

Rapid Response-1, LLC
1031 Washington St
Paducah, KY 42003 US
2704422775
brad@rapidresponse-1.com

Estimate

ADDRESS

JAKE BRENNINGMEYER
LINWOOD MOTORS
3345 PARK AVE.
PADUCAH, KY 42001

ESTIMATE

1184

DATE

06/27/2025

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	(1) Admin Durango			
NEW	Whelen Inner Edge Front	1	1,500.00	1,500.00
NEW	Whelen Inner Edge Rear	1	1,500.00	1,500.00
NEW	Whelen Speaker W/Durango Bracket	1	300.00	300.00
NEW	Whelen Siren/Light Controller	1	900.00	900.00
NEW	Whelen Strip Lite Plus	2	175.00	350.00
NEW	American Aluminum Vault	1	2,000.00	2,000.00
NEW	Gamber Johnson Console	1	1,700.00	1,700.00
NEW	Auto Timer	1	250.00	250.00
FREIGHT	Freight	1	300.00	300.00
4797 STOCK PARTS	Misc. Shop Materials	1	150.00	150.00
4795 LABOR SALES	Labor	1	1,200.00	1,200.00

SUBTOTAL 10,150.00

TAX 0.00

TOTAL **\$10,150.00**

Accepted By

Accepted Date



LINWCHR-01

BLENTINIJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
NavSav Tennessee
6250 Delaware Street
Suite B
Beaumont, TX 77706

CONTACT NAME: Zach Hickson**PHONE (A/C, No, Ext):** (317) 965-2152**FAX (A/C, No):****E-MAIL ADDRESS:** zhickson@universalinsgroup.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Continental Casualty Company

20443

INSURER B: The Continental Insurance Co.

35289

INSURER C: ClearPath Insurance Company

16273

INSURER D: Columbia Insurance Group

40371

INSURER E:**INSURER F:****INSURED**

Linwood Chrysler Dodge Hyundai, LLC
Park Ave Real Estate
3345 Park Ave
Paducah, KY 42001

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:		AYA737206458	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		AYA737206458	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		AYU7372064575	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC10804784-1	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTHER E.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 500,000 E.I. DISEASE - POLICY LIMIT \$ 500,000
D	Garagekeepers		AYN737206461	7/1/2024	7/1/2025	See Below Breakdown 1,300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as Mortgagee / Loss Payee - 3345 Park Ave, Paducah, KY 42001.

Garagekeepers -

Location 1 - 3345 Park Avenue; Paducah, KY - \$500,000 Limit
Location 2 - 2007 State Route 45 N.; Mayfield, KY - \$500,000 Limit
Location 3 - 1534 E. 5th Street; Metropolis, IL - \$300,000 Limit

CERTIFICATE HOLDER

Community Financial Services Bank
PO Box 467
Benton, KY 42067

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Zach Hickson

FCA Fleet Powertrain Care
5 Year / 100,000 Mile Limited Warranty Extension
(\$0 Deductible)

THIS LIMITED WARRANTY IS PROVIDED TO OWNERS of a 2016 through 2023 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

YOUR LEGAL RIGHTS UNDER THIS LIMITED WARRANTY

This warranty is the express warranty FCA US LLC ("FCA") makes for your vehicle. This warranty gives you specific legal rights. You may also have other rights that vary from state to state. For example, you may have some implied warranties, depending on the state where your vehicle was sold or is registered.

These implied warranties are limited, to the extent allowed by law, to the time periods covered by this express written warranty.

If you use your vehicle primarily for business or commercial purposes, then these implied warranties do not apply and FCA completely disclaims them to the extent allowed by law. And the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Incidental and Consequential Damages Not Covered

Your warranty does not cover any incidental or consequential damages connected with your vehicle's failure, either while under warranty or afterward. Examples of such damages include: (a) lost time; (b) inconvenience; (c) the loss of the use of your vehicle; (d) the cost of rental vehicles, gasoline, telephone, travel, or lodging; (e) the loss of personal or commercial property; and (f) the loss of revenue.

Some states don't allow incidental or consequential damages to be excluded or limited, so this exclusion may not apply to you.

Persons to Whom the Limited Warranty is Offered

This Limited Warranty is provided to owners of a 2016 through 2023 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

What This Limited Warranty Extension Covers

This Powertrain Limited Warranty is a part of your New Vehicle Limited Warranty. It extends the 5 year or 60,000-mile powertrain limited warranty on mechanical components of the vehicle to 5 years from the in service date of the vehicle or 100,000 miles on the odometer, whichever comes first. It covers the cost of all parts and labor needed to repair a powertrain component listed below that is defective in workmanship and materials

Please keep this letter in your glove box along with your vehicle's other warranty information for future reference if necessary. All the other terms and conditions and the "What's Not Covered" items of your warranty remain the same as stated in your Warranty Information book.

Parts Covered

The Powertrain Limited Warranty covers these parts and components of your vehicle's powertrain supplied by FCA US LLC

Gasoline Engine: Cylinder Block and all Internal Parts; Cylinder Head Assemblies; Timing Case, Timing Chain, Timing Belt, Gears and Sprockets; Vibration Damper; Oil Pump, Water Pump and Housing; Intake and Exhaust Manifolds; Flywheel with Starter Ring Gear; Core Plugs; Valve Covers; Oil Pan; Turbocharger Housing and Internal Parts; Turbocharger Wastegate Actuator; Supercharger; Serpentine Belt Tensioner; Seals and Gaskets for listed components only.

Transmission: Transmission Case and all Internal Parts; Torque Converter; Drive/Flex Plate; Transmission Range Switch; Speed Sensors; Pressure Sensors; Transmission Control Module; Bell Housing; Oil Pan; Seals and Gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

Front Wheel Drive: Transaxle Case and all Internal Parts; Axle Shaft Assemblies; Constant Velocity Joints and Boots; Differential Cover; Oil Pan; Transaxle Speed Sensors; Transaxle Solenoid Assembly; PRNDL Position Switch; Transaxle Electronic Controller; Torque Converter; Seals and Gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

All-Wheel Drive (AWD): Power Transfer Unit and all Internal Parts; Viscous Coupler; Axle Housing and all Internal Parts; Constant Velocity Joints and Boots; Drive Shaft and Axle Shaft Assemblies; Differential Carrier Assembly and all Internal Parts; Output Ball Bearing; Output Flange; End Cover; Overrunning Clutch; Vacuum Motor; Torque Tube; Pinion Spacer and Shim; Seals and Gaskets for listed components only.

Rear Wheel Drive: Rear Axle Housing and all Internal Parts; Axle Shafts; Axle Shaft Bearings; Drive Shaft Assemblies; Drive Shaft Center Bearings; Universal Joints and Yokes; Seals and Gaskets for listed components only.

Four-Wheel Drive (4x4): Transfer Case and all Internal Parts; transfer case control module and shift mode motor assembly Axle Housing and all Internal Parts; Axles Shafts; Axle Shaft Bearings; Drive Shafts Assemblies (Front and Rear); Drive Shaft Center Bearings; Universal Joints and Yokes; Disconnect Housing Assembly; Seals and Gaskets for the listed components only.

HOW TO GET WARRANTY SERVICE

Where to Take Your Vehicle

In the United States (We Include U.S. Possessions and Territories as Part of the United States for Warranty Purposes): Warranty service must be done by an authorized Chrysler, Dodge, Jeep or Ram dealer. We strongly recommend that you take your vehicle to your Selling Dealer. They know you and your vehicle best, and are most concerned that you get prompt and high quality service. If you move within the United States, warranty service may be requested from any authorized Chrysler, Dodge, Jeep or Ram dealer.

In Canada and Mexico: If you are traveling temporarily in Canada or Mexico, and your vehicle remains registered in the United States, your FCA US warranty still applies. Service may be requested at any authorized Chrysler, Dodge, Jeep or Ram dealership.

WHAT IS NOT COVERED UNDER THIS FCA US LLC LIMITED WARRANTY

Some Modifications Don't Void the Warranty But Aren't Covered

Certain changes that you might make to your vehicle do not, by themselves, void this warranty. Examples of some of these changes are: (a) installing non-FCA US LLC ("FCA") parts, components, or equipment (such as a non-FCA radio or speed control); and (b) using special non-FCA materials or additives.

But your warranty does not cover any part that was not on your vehicle when it left the manufacturing plant or is not certified for use on your vehicle. Nor does it cover the costs of any repairs or adjustments that might be caused or needed because of the installation or use of non-FCA parts, components, equipment, materials, or additives.

Performance or racing parts are considered to be non-FCA parts. Repairs or adjustments caused by their use are not covered under your warranty. Examples of the types of alterations not covered are: (a) installing accessories - except for genuine FCA / MOPAR accessories installed by an authorized Chrysler, Dodge, Jeep or Ram dealer; (b)

FCA Fleet Powertrain Care
5 Year / 100,000 Mile Limited Warranty Extension
(\$0 Deductible)

applying rustproofing or other protection products; (c) changing the vehicle's configuration or dimensions, such as converting the vehicle into a limousine or food service vehicle; or (d) using any refrigerant that FCA has not approved.

Environmental Factors Not Covered

Your warranty does not cover damage caused by environmental factors such as airborne fallout, bird droppings, insect damage, chemicals, tree sap, salt, ocean spray, acid rain, and road hazards. Nor does your warranty cover damage caused by hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.

Your warranty does not cover conditions resulting from anything impacting the vehicle. This includes cracks and chips in glass, scratches and chips in painted surfaces, or damage from collision.

Maintenance Costs Not Covered

Your warranty does not cover the costs of repairing damage caused by poor or improper maintenance. Nor does it cover damage caused by the use of contaminated fuels, or by the use of fuels, oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.

The warranty does not cover the costs of your vehicle's normal or scheduled maintenance - the parts and services that all vehicles routinely need. Some of these parts and services, which your warranty does cover, include: (a) lubrication; (b) engine tune-ups; (c) replacing filters, coolant, spark plugs, bulbs, or fuses (unless those costs result from a covered repair); (d) cleaning and polishing; and (e) replacing worn wiper blades, worn brake pads and linings, or clutch linings.

Racing Not Covered

Your warranty does not cover the costs of repairing damage or conditions caused by racing, nor does it cover the repair of any defects that are found as the result of participating in a racing event.

Certain Kinds of Corrosion Not Covered

Your warranty does not cover the following: (a) corrosion caused by accident, damage, abuse, or vehicle alteration; (b) surface corrosion caused by such things as industrial fallout, sand, salt, hail, ocean spray, and stones; (c) corrosion caused by the extensive or abnormal transport of caustic materials like chemicals, acids, and fertilizers; and (d) corrosion of special bodies, body conversions, or equipment that was not on your vehicle when it left the manufacturing plant or was not supplied by FCA.

Other Exclusions

Your warranty does not cover the costs of repairing damage or conditions caused by any of the following: (a) fire or accident; (b) abuse or negligence; (c) misuse - for example, driving over curbs or overloading; (d) tampering with the emission systems, or with a part that could affect the emission systems; (e) use of used parts, even if they were originally supplied by FCA (however, authorized FCA / MOPAR remanufactured parts are covered); (f) windshield or rear window damage from external objects; (g) any changes made to your vehicle that don't comply with FCA; or (h) using any fluid that doesn't meet the minimum recommendations in your Owner's Manual.

Total Loss, Salvage, Junk, or Scrap Vehicles Not Covered

A vehicle has no warranty coverage of any kind if: (a) the vehicle is declared to be a total loss by an insurance company; (b) the vehicle is rebuilt after being declared to be a total loss by an insurance company; or (c) the vehicle is issued a certificate of title indicating that it is designated as "salvage," "junk," "rebuilt," "scrap," or some similar word.

FCA will deny warranty coverage without notice if it learns that a vehicle is ineligible for coverage for any of these reasons.

Restricted Warranty

Your warranty can also be restricted by FCA. FCA may restrict the warranty on your vehicle if the vehicle is not properly maintained, or if the vehicle is abused or neglected, and the abuse or neglect interferes with the proper functioning of the vehicle. If the warranty is restricted, coverage may be denied or subject to approval by FCA before covered repairs are performed.

Registration and Operation Requirements

This Limited Warranty covers your vehicle only if: (a) it is registered in the U.S.; (b) it is driven mainly in the U.S. or Canada, and (c) it is operated and maintained in the manner described in your Owner's Manual.

There is no Limited Warranty coverage on your Vehicle if it is sold, registered or operated, other than temporarily, by you, outside of the United States (including the 50 states, the District of Columbia, Puerto Rico, or Guam).

Other Terms of These Limited Warranties

Punitive, exemplary or multiple damages may not be recovered unless applicable state or local law prohibits this disclaimer. No person, including FCA US LLC employees or dealers, may modify or waive any part of this Limited Warranty.

General Information

It's your responsibility to properly maintain and operate your new vehicle. Follow the instructions contained in the General and Scheduled Maintenance Service guidelines in your Owner's Manual. Regular, scheduled maintenance is essential to trouble-free operation. If there is a dispute between you and FCA US concerning your maintenance of your vehicle, FCA US will require you to provide proof that your vehicle was properly maintained.

Agenda Action Form

Paducah City Commission

Meeting Date: July 22, 2025

Short Title: Declaration of Trust and Trust Partnership Agreement for the Kentucky League of Cities
Worker's Compensation Trust - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information: Insurance regulations as they pertain to self-insured associations require pool members to execute a participation agreement annually. These agreements were signed when the City first became a member of the Kentucky League of Cities insurance pool, and the annual re-signing does not change any of the provisions contained in those original agreements.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve and sign the KLC Worker's Comp Trust Agreement for FY26.

Attachments:

1. MO - agree – Declaration of Trust & Trust Participation WC - KLC FY2026
2. KLC Work Comp Trust Agreement FY26

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
DECLARATION OF TRUST AND TRUST PARTICIPATION AGREEMENT WITH THE
KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES FOR THE WORKER'S
COMPENSATION TRUST

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

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute
the Declaration of Trust and Trust Participation Agreement with the Kentucky League of Cities
Insurance Services for the Worker's Compensation Trust.

SECTION 2. 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, July 22, 2025
Recorded by Lindsay Parish, City Clerk, July 22, 2025
\\mo\ agree – Declaration of Trust & Trust Participation - WC - KLC FY2026

City Of Paducah

**DECLARATION OF TRUST
AND
TRUST PARTICIPATION AGREEMENT
FOR THE
KENTUCKY LEAGUE OF CITIES
WORKERS' COMPENSATION TRUST**

This Declaration of Trust and Trust Participation Agreement (Agreement) is made and entered into by and between the Kentucky League of Cities Insurance Services (the "KLCIS") an unincorporated, nonprofit association with its principal place of business located at 100 East Vine Street, Suite 800, Lexington, Kentucky 40507, and such cities, urban-county governments, and other municipal boards, agencies, and authorities, which become members of the KLCIS and participants in the Kentucky League of Cities Workers' Compensation Trust.

WITNESSETH:

WHEREAS, various cities, urban-county governments, and municipal boards, agencies, and authorities within the Commonwealth of Kentucky have duly established the KLCIS as a legal and administrative entity through the Interlocal Agreement to Establish the Kentucky League of Cities Insurance Services (Interlocal Agreement), as authorized by Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes (KRS); and

WHEREAS, the KLCIS has been delegated and may exercise various powers and authorities, including the power to create and administer for the benefit of its members a Workers' Compensation Trust (the "Trust"), whereby the participating members join together in a workers' compensation self-insurance group as authorized by KRS 342.350(4); and

WHEREAS, the KLCIS Articles of Association and Bylaws, which have been ratified and accepted by each of the members, require each member, as a condition of participation in the Trust, to execute a binding trust participation agreement which sets forth the authorities, rights, duties, and liabilities of the participating member and the KLCIS with respect to the operation of the Trust.

NOW, THEREFORE, in consideration of the premises stated, the mutual covenants and obligations herein contained, and the mutual benefits to be derived by each party, the parties hereto covenant and agree as follows:

SECTION 1. DECLARATION OF TRUST. The Trust shall be operated by the KLCIS Board of Trustees as agent and representative of the participating members of the Trust. The Trust shall be a nonprofit entity. It shall consist of funds collected from the participating members and interest earned on the investment of such funds. All funds collected from the participating members, including all interest earned on any investments, shall be held and used solely for the benefit of the participating members and solely for purposes related to the operation of the Trust as a workers' compensation self-insurance group. All funds collected and held by the Trust, including any interest earned on investments, which are not paid for administrative expenses, or paid or reserved for payment for workers' compensation benefits and related expenses, shall accrue to the benefit of and remain the property of the participating members. The Trust funds may be returned to the participating members in the form of dividends, or a reduction of contributions, charges, or assessments for future years, at the discretion of and in accordance with a plan adopted by the KLCIS Board of Trustees, which plan shall be consistent with any applicable state laws or regulations and this Agreement.

SECTION 2. MEMBERSHIP. Only those cities, urban-county governments, and other public agencies and political subdivisions of the Commonwealth which are members of the KLCIS shall be eligible to participate in the Trust. The KLCIS Board of Trustees shall be the sole judge as to whether any member of the KLCIS shall be allowed to participate in the Trust. The KLCIS Board of Trustees shall not accept as a member of the Trust, any employer that does not have a net worth at least two (2) times its estimated annual assessment, unless the employer pays its full annual assessment in advance. The KLCIS Board of Trustees shall not accept as a member of the Trust any employer that does not meet all other qualifications for membership, as set forth in the KLCIS bylaws. All new members of the Trust shall meet all the requirements of an original member.

SECTION 3. COMPLIANCE WITH LAWS AND TRUST REGULATIONS. Each participating member agrees that it will at all times abide by the terms of the Interlocal Agreement; the KLCIS Articles of Association and Bylaws; this Declaration of Trust and Trust Agreement; the provisions of the Kentucky Worker's Compensation Act; the Kentucky Revised Statutes, Chapter 304, Subtitle 50; the rules and regulations of the Kentucky Worker's Compensation Board and the Office of Insurance; any other applicable regulations or statutes; or the rules, regulations, standards, procedures and decisions of the KLCIS Board of Trustees for operation of the Trust.

SECTION 4. TERMINATION OR SUSPENSION OF MEMBERSHIP. The KLCIS Board of Trustees shall have the authority to terminate or suspend a member's participation in the Trust for any failure to abide by the Interlocal Agreement; the KLCIS Articles of Association and Bylaws; this Declaration of Trust and Trust Agreement; the provisions of the Kentucky Worker's Compensation Act, the Kentucky Revised Statutes, Chapter 304, Subtitle 50; the rules and regulations of the Kentucky Workers' Compensation Board and the Office of Insurance; any other applicable regulations or statutes; or the rules, regulation, standards, procedures or decisions of the KLCIS Board of Trustees for operation of the Trust. A member may also be terminated or suspended for failure to timely pay any annual or supplementary contribution established by the Board of Trustees; or for any other action or omission deemed by the Board of Trustees to be detrimental to the fiscal soundness or efficient operation of the Trust, including, but not limited to an adverse claims experience or lack of cooperation with safety and loss prevention policies adopted by the Board of Trustees.

SECTION 4. TERMINATION OR SUSPENSION OF MEMBERSHIP. The KLCIS Board of Trustees shall have the authority to terminate or suspend a member's participation in the Trust for any failure to abide by the Interlocal Agreement; the KLCIS Articles of Association and Bylaws; this Declaration of Trust and Trust Agreement; the provisions of the Kentucky Worker's Compensation Act, the Kentucky Revised Statutes, Chapter 304, Subtitle 50; the rules and regulations of the Kentucky Workers' Compensation Board and the Office of Insurance; any other applicable regulations or statutes; or the rules, regulation, standards, procedures or decisions of the KLCIS Board of Trustees for operation of the Trust. A member may also be terminated or suspended for failure to timely pay any annual or supplementary contribution established by the Board of Trustees; or for any other action or omission deemed by the Board of Trustees to be detrimental to the fiscal soundness or efficient operation of the Trust, including, but not limited to an adverse claims experience or lack of cooperation with safety and loss prevention policies adopted by the Board of Trustees.

Before terminating or suspending any member's participation in the Trust, the Board of Trustees shall give the member and the Office of Workers' Claims at least thirty (30) days notice of the termination or suspension. However, if termination is for failure of the member to pay the premium or assessments due, the Board of Trustees shall give the member and the Executive Director of the Office of Insurance ten (10) days advance notice of such termination. In the case of a termination or suspension for any reason other than the nonpayment of contributions, the notice of termination or suspension shall inform the participating member that a hearing may be requested before the Board of Trustees. In the event of a termination or suspension for nonpayment of contributions, the member shall have no right to a hearing. All terminations or suspensions shall be effective as of the date and upon the terms and conditions specified by the Board of Trustees in its notice of termination or suspension, or as otherwise determined by the Board after a hearing.

The Trust and its remaining participating members shall incur no liability as a result of any act or acts of a former member occurring after the effective date of the termination or suspension, except as may be provided in this Agreement.

After termination or suspension, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the time the former member was a participating member, including its proportionate share of any expenses assignable to the period the former member was a participating member, and for any costs, including reasonable attorneys fees, incurred by the Trust to collect such amounts from the former member.

SECTION 5. INDIVIDUAL MEMBER WITHDRAWAL. Any participating member may withdraw from participation in the Trust after sixty (60) days written notice to the Board of Trustees and to the Office of Workers' Claims; provided that the withdrawing member has discharged all of its obligations to the Trust. The Board of Trustees shall send a written acknowledgement of the withdrawal to the withdrawing member. Upon withdrawal, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the period the former member was a participating member of the Trust, including its proportionate share of any expenses of the Trust assignable to the period the former member was a participating member, and any costs, including reasonable attorneys fees, incurred by the Trust to collect such amounts from the former member.

SECTION 6. TRUST DISSOLUTION. The Board of Trustees shall have the authority to terminate the Trust by a vote of a majority of the entire membership of the Board of Trustees. In such event, the Board of Trustees shall:

- a. File a detailed plan of dissolution with the Executive Director of the Office of Insurance for prior approval;
- b. Provide (60) days written notice by certified mail to the Executive Director of the Office of Insurance and each group member;
- c. Pay approved dividends, but no sooner than three (3) years following the dissolution of the Trust; and
- d. Establish arrangements for the continued payment and servicing of all outstanding claims, including incurred but not reported, and all other obligations of the Trust.

The dissolution of the Trust shall not operate to diminish or eliminate any rights or obligations of the participating members with respect to any claims or expenses arising prior to the effective date of the dissolution.

SECTION 7. FUNDING OF THE TRUST. The Trust shall be financed through the annual and supplementary contributions established by the Board of Trustees and paid by the participating members and through income earned from the investment of Trust funds. All annual and supplementary contributions shall be computed and established by the Board of Trustees based on actuarial evaluations, rating plans, and other analyses of the amounts necessary for the payment of claims, the payment of premiums for insurance, excess insurance, and bonds, the payment of principal and interest on any debt incurred to operate the Trust, the establishment and maintenance of reserves, and the payment of any and all expenses of the Trust reasonably and lawfully incurred.

The Board of Trustees shall notify each participating member of the amount of each annual or supplementary contribution at least thirty (30) days in advance of the due date. Each participating member agrees to timely pay, in accordance with Kentucky Revised Statutes Chapter 304, Subtitle 50, Section 055 and/or any rules for payment established by the Board of Trustees, all annual and supplementary contributions established by the Board of Trustees and agrees that the failure to timely pay any contributions due may, at the discretion of the Board of Trustees, result in the immediate termination or suspension of the participating member. Ten (10) days advance notice of such termination or suspension shall be given to the member and the Executive Director of the Office of Workers' Claims.

SECTION 8. INDEMNITY AGREEMENT. The participating members of the Trust will jointly and severally assume and discharge any lawful awards allowed under the Kentucky Worker's Compensation Act against any member of the Trust, which awards shall have been sustained by the court where an appeal by either party has been taken. The participating members of the Trust shall be jointly and severally liable to pay premiums and assessments established by the Board of Trustees, based upon appropriate classifications and rates, into a designated cash reserve fund out of which lawful claims, awards, and expenses shall be paid.

SECTION 9. USE OF TRUST FUNDS. All contributions and assessments paid to the Trust by the participating members and all earnings from the investment of those funds shall accrue to the benefit of and shall be the property of

related expenses, the establishment of reasonable reserves, the payment of principal and interest on any debt incurred to fund the operations of the Trust, and the payment of any and all reasonable and necessary expenses incurred to operate the Trust. No funds of the Trust may be borrowed by any member or any other person, including the Board of Trustees and service agents. The Board of Trustees shall be obligated to return any surplus funds to the participating members, but only at such times and upon such terms and conditions as may be determined by the Board of Trustees in accordance with this Agreement, the KLCIS Articles of Association and Bylaws, and any applicable state laws or regulations.

SECTION 11. CALCULATION AND DISTRIBUTION OF SURPLUS FUNDS. Subject to the limitations imposed in this section and elsewhere in this Agreement, the Board of Trustees, in its sole discretion, may make periodic distribution of surplus funds. For purposes of this section, the term "surplus funds" shall have the same meaning as the term is defined in Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 015 (35). The Board of Trustees shall have the authority to decide when the distribution of surplus funds is to be made, the fiscal year(s) to which the distribution is applicable, the amount to be distributed, and the basis for the distribution. Participating members shall be eligible to receive distributions of surplus funds, but only in accordance with the provisions of this Agreement and the formula for distribution adopted by the Board of Trustees. No distribution of surplus funds attributable to any fiscal year shall be made sooner than thirty- six (36) months after the expiration of that fiscal year. Members having withdrawn from the Trust shall be eligible to receive a portion of the distribution of surplus funds, if any, in accordance with the dividend plan established by the Board of Trustees. In addition, no distributions made under a dividend plan shall be disbursed unless the Trust has notified the Executive Director of the Office of Insurance of its intent to make a dividend payment at least thirty (30) days prior to the payment, and the Executive Director of the Office of Insurance has not disapproved the payment within that time.

Dividends shall be paid or credited to members according to the reasonable classifications established by the Trustees and shall not unfairly discriminate between members of the same classification. The Board of Trustees shall calculate each participating member's proportionate share of surplus funds in accordance with a written formula adopted by the Board of Trustees. The formula shall be structured to support and foster the purposes and objectives for which the Trust was created. The formula may include any factors which, in the discretion of the Board of Trustees, reflect the purposes and objectives of the Trust, including, but not limited to: individual member loss experience; individual member contributions relative to total contributions; and the duration of Trust participation. The formula adopted by the Board of Trustees may provide that a failure to comply with risk management standards or recommendations, or the existence of a specified loss-to- contributions ratio shall disqualify a participating member from receiving all, or a specified portion, of the participating member's share of the surplus funds.

As an alternative to the payment of direct dividends, the Board of Trustee may elect to use all or any portion of the surplus funds attributable to any fiscal year to reduce the contributions otherwise payable by the participating members for subsequent fiscal years. Any participating member may elect to have the distribution of its proportionate share of surplus funds applied as a credit against future contributions.

SECTION 12. EXCESS INSURANCE. The Board is authorized to obtain reinsurance or excess insurance coverage in such specific and aggregate amounts and with such limits and retentions as the Board of Trustees may deem necessary and as may be required by Kentucky Administrative Regulations, Title 806, Chapter 52, Section 020; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 120; and any other applicable laws or regulations to protect the financial solvency of the Trust.

SECTION 13. BONDS, SECURITY DEPOSITS & OTHER FUNDING SOURCES. The Board is further authorized to obtain other insurance, letters of credit, lines of credit, fidelity bonds or other funding sources from approved financial institutions which, in the judgment of the Board, may be necessary or desirable in order to furnish additional security and resources for the payment of claims, losses, and expenses covered by the Trust in excess of the contributions paid by the participating members or to establish and maintain necessary reserves, or which may be required by Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 045; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 050 (1) and (2); and any and all other applicable statutes or regulations.

SECTION 14. BOARD OF TRUSTEE REPORTS. The Board of Trustees shall be required to make the following reports:

- a. The Board of Trustees shall utilize the services of an independent certified public accountant to conduct an annual audit of the Trust and shall file a copy of the audit with the Office of Insurance within 120 days of the end of each fiscal year of the Trust.
- b. Within 120 days of the end of each fiscal year of the Trust, the Board of Trustees may, upon request, furnish participating members of the Trust with a statement setting forth all premiums, losses, and expenses, and the allocation of assessments and the distribution of dividends among the Trust members.
- c. The Board of Trustees shall utilize the services of a qualified actuary to provide an actuarial opinion and a supporting reserve study regarding reserves for known claims and expenses associated with such claims and shall file a copy of the opinion and reserve study with the Office of Insurance within 120 days of the end of each fiscal year of the Trust.
- d. The Board of Trustees shall file all other reports as may be required by Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 060; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 110; and any other applicable laws and regulations.

SECTION 15. MEMBER REPORTS. Each participating member shall annually, upon request by the Trust or its agents, prepare and submit a report of actual payrolls for the preceding fiscal year and/or make available payroll records to the Board of Trustees or its agents. The reports shall be prepared in accordance with the rules and classifications adopted by the Board of Trustees. The willful failure of any participating member to properly and timely report its actual payrolls may, in the discretion of the Board of Trustees, result in the immediate termination or suspension of the member from participation in the Trust.

SECTION 16. RISK MANAGEMENT. The Board of Trustees, or its designated service company, shall develop and

service company, and adopt the loss reduction and prevention procedures established by the Board of Trustees. However, the participating members shall be solely responsible for all decisions regarding the implementation and conduct of their loss prevention programs and practices, and in no event shall the Board of Trustees or its service company bear any liability with respect to the implementation or conduct of loss prevention programs or practices by the participating members.

SECTION 17. COLLECTION OF PREMIUM AND ASSESSMENTS RELATED TO MEMBER PARTICIPATION IN KACo-KLC WORKERS' COMPENSATION SELF-INSURANCE FUND. To the extent that any of its participating members have an obligation to pay premiums or assessments as a result of the member's previous participation in the KACo-KLC Workers' Compensation Self-Insurance Fund (KACo-KLC), and in the event of a failure or inability by the Board of Directors of KACo-KLC to collect premium contributions or assessments sufficient to pay or reserve all obligations which arose out of injuries or occupational disease which occurred prior to July 1, 1993, then the Board of Trustees will assume secondary responsibility to collect additional premiums and assessments from those of its participating members which are obligated to pay such premiums or assessments to assist the Board of Directors of KACo-KLC to fulfill its responsibilities.

SECTION 18. APPOINTMENT OF BOARD OF TRUSTEES AS AGENT AND ATTORNEY-IN-FACT. Each member hereby appoints the KLCIS Board of Trustees to act as its agent and attorney-in-fact for the purpose of executing and delivering all contracts, agreements, reports, and other instruments, and for the purpose of taking all other actions necessary for the proper operation and administration of the Trust.

SECTION 19. DOCUMENTS INCORPORATED BY REFERENCE. The KLCIS Articles of Association and Bylaws and any rules and regulations adopted by the Board of Trustees are hereby incorporated by reference into and made a part of this Agreement. The parties hereto shall be bound by the terms of those documents as well as the terms of this Agreement.

SECTION 20. BINDING NATURE OF THE AGREEMENT. This Agreement and the terms of any documents incorporated herein by reference shall constitute a binding contract between KLCIS and each city, urban-county government, and other public agency and political subdivision of the Commonwealth which may become a party hereto.

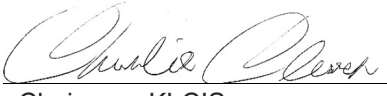
SECTION 21. INTERPRETATION. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

SECTION 22. SEVERABILITY. If any provision of this Agreement is held to be in conflict with any applicable statute or regulation, or is otherwise held to be unenforceable, the invalidity of the provision shall not affect any or all of the remaining provisions of this Agreement.

SECTION 23. AUTHORIZATION OF SIGNATURE PAGES. This Agreement may be executed in any number of counterparts, each of which shall be an original. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be approved and executed by the undersigned proper and duly authorized representatives of the parties as of the date indicated below.

KENTUCKY LEAGUE OF CITIES
INSURANCE SERVICES

City Of Paducah 5429
MEMBER/CITY/AGENCY #

BY: 
Chairman, KLCIS
Board of Trustees

BY: _____
Chief Executive Officer

Date: 7/1/2025

Date: 7/14/2025

Submit

Agenda Action Form

Paducah City Commission

Meeting Date: July 22, 2025

Short Title: Approve the State-wide Mutual Aid Agreement - **S. KYLE**

Category: Municipal Order

Staff Work
By: Steve Kyle
Presentation
By: Steve Kyle

Background Information: Kentucky Emergency Management has developed a state-wide mutual aid agreement that will allow communities to either send or receive mutual aid in times of need without having to develop an agreement with each community. This agreement provides authority for all types of resources, both public safety and non-public safety, to be received or provided in times of need.

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: Adopt Agreement

Attachments:

1. MO Statewide Mutual Aid & Assistance Agreement
2. Statewide Mutual Aid Agreement Final 7-8-25

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER OF THE CITY OF PADUCAH AUTHORIZING THE MAYOR TO
EXECUTE A STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND
ASSISTANCE AGREEMENT

SECTION 1. That the Mayor is hereby authorized to execute a Statewide
Emergency Management Mutual Aid and Assistance Agreement, in substantially the form
attached hereto and made part hereof (Exhibit A) and all other documents necessary to request,
offer, or otherwise provide aid and assistance under the terms of the agreement for, and on behalf
of the City of Paducah.

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 July 22, 2025
Recorded by Lindsay Parish, City Clerk, July 22, 2025
\\mo\Statewide Mutual Aid & Assistance Agreement

STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT

This Agreement is between each local entity in the Commonwealth of Kentucky that officially approves and adopts the Agreement and thereby becomes a party to the Agreement. Each party agrees to execute the Agreement and provide mutual aid and assistance to other parties under the terms and conditions contained herein.

WHEREAS, the Commonwealth of Kentucky is geographically vulnerable to a variety of emergencies and disasters; and

WHEREAS, the local entities located in the Commonwealth of Kentucky recognize the importance of having each local entity respond in a coordinated and efficient manner to restore the public safety, health, and welfare of a community stricken by an emergency or disaster; and

WHEREAS, each local entity in Kentucky is encouraged to become a party to this Agreement to ensure the statewide availability of mutual aid and assistance to disaster or emergency impacted communities as quickly, efficiently, and effectively as possible; and

WHEREAS, pursuant to KRS 65.210, et seq, a local entity entering into a mutual aid and assistance agreement may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

WHEREAS, each local entity that has chosen to become a party to this agreement wishes to provide mutual aid and assistance to other parties in time of emergency or disaster;

NOW, THEREFORE, ALL PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

"Agreement" means the Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" means supplies, equipment, facilities, personnel, services, and other resources.

"Authorized representative" means the employee of a party who has been authorized in writing by that party, or their designee, to request, offer, or otherwise provide aid and assistance under the terms of this Agreement.

"Disaster" means any incident or situation declared as such by executive order of the President of the United States pursuant to federal law, the Governor of the Commonwealth of Kentucky, the executive authority of local government, or executive authority of local emergency management, as a result of an occurrence or imminent threat of widespread or severe damage, injury or loss of life or property, resulting from any natural, technological, or man-made emergency situation, including incidents caused by accident, military or paramilitary cause.

"Emergency" means any incident or situation which poses a major threat to public safety so as to cause, or threaten to cause, loss of life, serious injury, significant damage to property, or major harm to public health or the environment.

"Local emergency declaration" means the legal written document signed by the chief executive officer of a local entity that specifies and attests that a disaster or emergency has occurred or is imminent.

"Local emergency management agency" means the organizational unit of the executive branch of a city, or cities acting jointly, county, urban-county, or charter county government, or counties acting jointly, created

pursuant to Kentucky Revised Statutes Chapter 39B, with primary jurisdiction, responsibility, and authority for emergency management program activities within the geographical boundaries of a party.

"Local entity" means a county, urban-county, charter-county, city, or other general or special purpose unit of government created under Kentucky law with the express power and authority to enter into and execute a contract.

"Party" means a local entity that has officially approved and adopted this Agreement by resolution of its governing body.

"Provider" means a party that furnishes, or is requested to furnish, aid and assistance to a recipient pursuant to this Agreement.

"Recipient" means a party that requests or receives aid and assistance from a provider pursuant to this Agreement.

SECTION II. INITIAL RECOGNITION OF PRINCIPLES BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES—AGREEMENT ADMINISTRATOR

- A. As this Agreement is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when a party is requested to provide aid and assistance, it may in good faith deem itself unavailable to be a provider when the resources being requested are necessary to provide reasonable and adequate protection for its own citizens. A party unable to honor a request for aid and assistance will so inform the party initiating a request.

Given the finite resources of any party and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other local entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Likewise, the parties fully recognize that there is ample public purpose for entering into this Agreement and accordingly shall attempt to render assistance in accordance with the terms of the Agreement to the fullest extent possible.

All functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable.

- B. Kentucky Emergency Management shall serve as the Agreement Administrator. Kentucky Emergency Management shall not be a party to this Agreement or be liable for any actions taken by any party to this Agreement.

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within a recipient's disaster or emergency impacted area are deemed inadequate by a recipient. In these instances, a recipient may request mutual aid and assistance by communicating a request to a provider, indicating the request is made pursuant to this mutual aid agreement and include the Kentucky Emergency Management incident number on any request. If the KYEM incident number is unknown, the requester shall provide the incident number as soon after as practicable. A request shall be followed as soon as practicable by a written

confirmation of the request, including a copy of a local emergency declaration and a statement or completed form describing the specific aid and assistance needed. Providers that self-deploy to an emergency must immediately contact the recipient's executive authority or authorized representative to receive an assignment. All requests for mutual aid and assistance shall be transmitted by a recipient's authorized representative or local emergency management agency as set forth below. A list of authorized representatives for each party shall be attached to the officially approved and adopted copy of this Agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.

- A. **METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE:** A recipient shall initiate a request as follows:
 - 1. **REQUESTS ROUTED THROUGH A RECIPIENT'S LOCAL EMERGENCY MANAGEMENT AGENCY:** A recipient may directly contact the local emergency management agency that serves the recipient's geographical area of operation and provide the information referenced in paragraph B of Section III. The local emergency management agency shall notify the area emergency manager and contact provider parties on behalf of a recipient to coordinate the provision of mutual aid and assistance.
 - 2. **REQUESTS MADE DIRECTLY TO A PROVIDER:** A recipient may directly contact a provider's authorized representative, setting forth the information referenced in paragraph B of Section III. All communications shall be conducted directly between a recipient and provider. A provider and a recipient using this option shall be responsible for keeping their respective local emergency management agencies advised of the status of response activities, in a timely manner. Nothing in this Agreement shall restrict a recipient's ability to provide documentation of requests after the emergency has occurred.
- B. **REQUIRED INFORMATION:** Each request for aid and assistance shall be accompanied by the following information, in writing or by other available means, to the extent known:
 - 1. **Impacted Area and Status:** A general description summarizing the condition of the community (i.e., whether the disaster or emergency is imminent, in progress, or has already occurred) and of the damage sustained to date;
 - 2. **Services:** Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
 - 3. **Infrastructure Systems:** Identification of the type(s) of the public infrastructure system for which assistance is needed and the type of work assistance needed;
 - 4. **Aid and Assistance:** The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
 - 5. **Provider's Traveling Employee Needs:** Unless otherwise agreed upon by the parties, it is mutually understood that a provider will provide for the basic needs of provider's traveling employees. Traveling employee salaries and benefits will be paid by the provider. The recipient shall assist the provider in obtaining any federal or state reimbursement for traveling employee salaries, benefits, or other expenses incurred, if applicable.
 - 6. **Facilities:** The need for sites, structures, or buildings outside a recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and

7. Meeting Time and Place: An estimated time and a specific place for a representative of a recipient to meet the personnel and resources of any provider.
- C. STATE AND FEDERAL ASSISTANCE: A recipient shall be responsible for coordinating all requests for state or federal assistance with the local emergency management agency with jurisdiction if applicable.
- D. List of Authorized Representatives: The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be authorized representative.

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by a recipient or a local emergency management agency regarding a request for aid and assistance, a provider's authorized representative shall assess the provider's own local situation to determine the availability of personnel, equipment, and other resources. If a provider's authorized representative determines that the provider has available resources, a provider's authorized representative shall so notify the recipient or the local emergency management agency (whichever communicated the request). A provider shall submit a written acknowledgment of a request for aid and assistance received from a recipient or a local emergency management agency. The written acknowledgement must indicate a provider's decision to either render aid and assistance or to reject a request and shall be transmitted by the most efficient and practical means to a recipient or a local emergency management agency. A provider's acknowledgment shall contain the following information:

- a. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
- b. The projected length of time such personnel, equipment, and other resources will be available to serve a recipient particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section (Section VI) of this Agreement);
- c. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the recipient; and
- d. The name of the person(s) to be designated as the provider's supervisory personnel (pursuant to the "Supervision and Control" section (Section V) of this Agreement).

When a provider submits a written acknowledgement to a local emergency management agency, the local emergency management agency shall notify a recipient's authorized representative and forward the information received from a provider. A recipient or a local emergency management agency shall respond to a provider's written acknowledgment by executing and returning a copy of the request form to a provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

A provider shall designate supervisory personnel among its employees sent to render aid and assistance to a recipient. As soon as practical, a recipient shall assign work tasks to a provider's supervisory personnel and, unless specifically instructed otherwise, a recipient shall have the responsibility for coordinating communications between a provider's supervisory personnel and a recipient. A recipient shall provide necessary credentials to a provider's personnel authorizing them to operate on behalf of a recipient.

Provider's supervisory personnel shall consider the medical direction and scope of practice in assignments. Provider's personnel shall provide care under the procedures and protocols in effect from their agency and shall not provide care outside the agency's scope of practice as established by the Kentucky board of EMS. Disputes arising over the delivery of direct patient care will be decided by on-line medical control.

Based upon the assignments set forth by a recipient, a provider's supervisory personnel shall:

- a. Have the authority to assign work and establish work schedules for a provider's personnel. Further, have direct supervision and control of a provider's personnel, equipment and other resources which shall, at all times, remain with a provider's supervisory personnel. A provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, a provider shall notify a recipient accordingly. It is expressly understood that this may involve a recipient providing radio frequencies to a provider while a provider is assisting a recipient;
- b. Maintain daily personnel time records, material records and a log of equipment hours; and;
- c. Report work progress to a recipient at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; REVIEWABILITY; RECALL

The duration of a provider's assistance shall be for the period agreed upon by the authorized representatives of a provider and a recipient.

As noted in Section II of this Agreement, a provider's personnel, equipment and other resources shall remain subject to recall by a provider to provide for its own citizens if circumstances so warrant. A provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to a recipient of its (provider's) intent to terminate a mission, unless such notice is not practicable. In such a case, as much notice as is reasonable under the circumstances shall be provided.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that a recipient shall pay to a provider reasonable and documented expenses incurred by a provider for extending assistance to a recipient. Such reimbursements shall commence 12 hours after the provider support is on scene and the recipient has signed a local emergency declaration. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by a recipient and a provider. A recipient shall be ultimately responsible for reimbursement of all eligible reasonable and documented expenses if subject to 44 C.F.R. Part 206.

- A. Personnel – During the period of assistance, a provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. A provider shall pay for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance unless otherwise agreed upon, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, a recipient shall not be responsible for reimbursing any amounts paid or due as benefits to a provider's personnel under the terms of the Kentucky Worker's Compensation Law.
- B. Equipment – A provider shall be responsible for any equipment provided during the period of assistance, unless otherwise agreed upon. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44C.F.R. 206.228. A provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to

maintain such equipment in safe and operational condition. At the request of a provider, fuels, miscellaneous supplies, and minor repairs may be provided by a recipient, if practical. The total equipment charges to a recipient shall be reduced by the total value of the fuels, supplies and repairs furnished by a recipient and by the amount of any insurance proceeds received by a provider.

- C. **Materials and Supplies** – A provider shall be responsible for all materials and supplies furnished by it and used or damaged during the period of assistance, unless otherwise agreed upon. The measure of any reimbursement the provider shall receive shall be determined in accordance with 44 C.F.R. 206.228.
- D. **Record Keeping** – A recipient or its representative local emergency management agency, personnel shall provide information, directions, and assistance for record keeping to a provider's personnel. A provider shall maintain patient care report records for patients treated by the agency's personnel, when applicable. The provider agrees to share incident and patient information that may be necessary to mitigate the incident, as authorized by state and federal law. A provider shall maintain records and submit invoices for reimbursement by a recipient in accordance with the procedures and format used or required by FEMA publications, including 44 C.F.R. Part 13 and applicable Office of Management and Budget (OMB) Circulars.
- E. **Payment; Other Miscellaneous Matters as to Reimbursement** – A provider shall forward an itemized statement of reimbursable costs and expenses to the recipient as soon as practicable after the costs and expenses are incurred, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206. EMS services providers may bill the patient or the patient's third-party carrier, as appropriate, at the provider's prevailing rate for supplies, equipment, transport, and other applicable services in accordance with the assisting agency's patient billing practices.

SECTION VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Whenever a provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the geographical limits of a provider.

SECTION IX. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY.

Each party (as indemnitor) agrees to protect, defend, indemnify and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of actions of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle respond to, provide defense for and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other parties to this Agreement.

Notwithstanding the foregoing, to the extent that each party purchases insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION X. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION; PROPERTY

This Agreement shall be approved and adopted by the governing body of a party and the signed by the party's chief executive officer. There shall be no jointly held property under the provisions of this Agreement. This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years and shall be considered to renew automatically from year to year, unless terminated by written notification as provided above. A party may withdraw from this Agreement with at least 60 days notice. Once a withdrawal is effective, a withdrawn entity shall no longer be a party to this Agreement, but this Agreement shall continue to be in force among the remaining parties.

There shall be no jointly held property under the provisions of this Agreement.

SECTION XI. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending or affecting in any way the express terms and provisions of this Agreement.

SECTION XII. SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph or other part of this Agreement be judged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s) or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

SECTION XIII. EFFECTIVE DATE, APPROVAL AND ADOPTION

This Agreement shall take effect upon approval and adoption of the following resolution by the entity seeking to become a party to the Agreement:

RESOLUTION

BE IT RESOLVED BY _____ OF _____
(Governing Body) (City or County)

that the Statewide Emergency Management Mutual Aid and Assistance Agreement is hereby approved and adopted, and

THAT _____ , _____
(Name of Primary Representative) (Official Title)

AND _____ , _____
(Name of Alternate Representative) (Official Title)

are hereby authorized to execute the agreement and to request, offer, or otherwise provide aid and assistance under the terms of the agreement for, and on behalf of, _____,
(Name of City, County, or Entity)

a public entity established under the laws of the Commonwealth of Kentucky and for the purpose of entering into the agreement and thereby become a party to the Emergency Management Mutual Aid and Assistance Agreement.

Passed and approved this ____ day of _____, 20__.

Motion by: _____
Name & Title

Second by: _____
Name & Title

CERTIFICATION

I, _____, duty appointed _____
(Title)

of _____, do hereby certify that the above is a true and correct copy of the
(City, County, or Other Entity)

resolution passed and approved by the _____ of _____
(City, County, or Other Entity)

on the ____ day of _____, 20__.

(Signature)

(Date)

**STATEWIDE
EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT**

Part II. List of Authorized Representatives to Contact for Emergency Assistance

For _____
(Political Subdivision)

PRIMARY REPRESENTATIVE:

Name: _____ Title: _____
Address: _____ City: _____ State: _____
Zip Code: _____ Phone: _____ FAX: _____
Pager: _____ E-Mail: _____
Cell Phone: _____

ALTERNATE REPRESENTATIVE:

Name: _____ Title: _____
Address: _____ City: _____ State: _____
Zip Code: _____ Phone: _____ FAX: _____
Pager: _____ E-Mail: _____
Cell Phone: _____

MUNICIPAL ORDER NO. _____

**A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING
THE CITY TO PROVIDE LOCAL MATCH FUNDING AND SERVE AS THE
GRANTEE WITH THE KENTUCKY PRODUCT DEVELOPMENT INITIATIVE
(KPDJ) GRANT AS AWARDED FOR THE INDUSTRIAL PARK WEST SPECULATIVE
BUILDING LOCATED AT 5700 COMMERCE DRIVE, PADUCAH, KENTUCKY**

WHEREAS, the Kentucky Product Development Initiative (KPDJ) Program is a program to help communities to be better positioned to attract jobs and business investment; and

WHEREAS, the Industrial Development Authority (IDA) submitted an application to the KPDJ program for funding in 2024. The project involves \$2 million in KPDJ funding. The project at the site will consist of approximately 15 acres of land grading, site readiness preparations, and construction of a 100,000 square foot speculative building; and

WHEREAS, in order for the project site to qualify for eligibility through the KPDJ Program, local match funding was required to be identified at the time of application submission. The City has authorized local match funding for the project in the amount of \$6 million. To participate in the KPDJ program, certain particulars are set forth below; and

WHEREAS, the Board of Commissioners for the City deems it to be in the public interest that the City cooperate in the KPDJ Program as an inducement to locate Industries in the Industrial Park and to create jobs within the community.

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

SECTION 1. That the City will provide \$6 million in local match funding for the project. The City will serve as the “Grantee” and the IDA will serve as the “Beneficiary” during the administration of the grant funds at the local level. The Mayor is hereby authorized to sign all documents related to this matter.

SECTION 2. This participation agreement on behalf of the City is pending the IDA and the City's intention to complete all necessary administrative steps to participate in the KPDJ Program. The City’s obligation to provide local match funding shall be conditioned upon the approval for funding consideration of the Economic Development Fund (EDF) application by the Kentucky Economic Development Finance Authority (KEDFA).

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 on July 22, 2025

Recorded by Lindsay Parish, City Clerk, July 22, 2025

MO/Local Match Funding KPDI Spec Building 2025

Agenda Action Form

Paducah City Commission

Meeting Date: July 22, 2025

Short Title: Southside Revitalization Plan - **C. GAULT & P. STROUP**

Category: Ordinance

Staff Work By: Palmer Stroup, Carol Gault, Nancy Upchurch, Angela Schade, Josh Sommer, Morgan Dennis
Presentation By: Carol Gault, Palmer Stroup

Background Information: This plan is to be adopted via ordinance as an addendum to the City of Paducah Comprehensive Plan. This plan's most recent history followed a public hearing process that concluded with the adoption and subsequent recommendation of the plan by a resolution from Paducah Planning Commission & URCDA to the Board of Commissioners.

Note: Copy of plan draft included separately.

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

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

Southside Revitalization

Quality Housing

Quality of Life

Growth

Communications Plan: The current plan draft was available to view online on the City of Paducah website and in Planning Department Office and remains available currently. The plan draft was previously presented publicly at Planning Commission & URCDA meetings on June 9th and July 7th.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Planning Staff recommends approval of plan. Paducah Planning Commission/URCDA has also recommended approval with a resolution made on July 7th, 2025.

Attachments:

1. ORD Southside Revitalization Plan
2. SS Plan 2025 07 15
3. URCDA Resolution 7-7-25
4. Planning Comm Resolution 7-7-25

ORDINANCE NO. 2025-_____

AN ORDINANCE ESTABLISHING AND APPROVING THE “*SOUTHSIDE REVITALIZATION PLAN*,” ESTABLISHING AND DESIGNATING THE “SOUTHSIDE PROGRAM AREA,” AND DESIGNATING THE URBAN RENEWAL AND COMMUNITY DEVELOPMENT AGENCY OF PADUCAH WITH THE AUTHORITY TO IMPLEMENT THE PLAN AND OVERSEE THE ADMINISTRATION OF THE PLAN FOR THE REVITALIZATION OF THE SOUTHSIDE PROGRAM AREA.

WHEREAS, the Southside of Paducah is one of Paducah’s earliest neighborhoods and the revitalization of this neighborhood is a priority of the Board of Commissioners, and

WHEREAS, the Board of Commissioners has further determined that it is a public purpose of the City to foster, promote, and facilitate the orderly development, redevelopment, and revitalization of blighted, substandard, vacant, orphaned, and underutilized properties located within the “*Southside of Paducah*,” all to the benefit of the citizens and residents of the City; and

WHEREAS, to fulfill this public purpose, the City of Paducah acting by and through its Planning Department and pursuant to Chapter 99 of the Kentucky Revised Statutes, as amended, has established a development/program area and is proposing a neighborhood redevelopment plan, known as the “Southside Revitalization Plan” (the “Plan;”), and is now requesting that the Board of Commissioners approve and adopt the Plan; and

WHEREAS, a public hearing was held on June 9, 2025, by the Paducah Planning Commission and Urban Renewal and Community Development Agency, an agency of the City of Paducah (“URCDA”), after notice pursuant to law; and

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

WHEREAS, the Paducah Planning Commission found that the Plan to be in conformance with the Paducah-McCracken County Comprehensive Plan adopted January 28, 2025, and is necessary to effectuate the public purposes of the City, and has therefore approved and adopted the Plan on July 7, 2025; and

WHEREAS, the URCDA concurs with the Paducah Planning Commission and has therefore approved and adopted the Plan on July 7, 2025, finding that the incentive strategies, funding sources, and budget for Phase One Program Area are set forth in Sections 7 and 8 of the Plan and are reasonable and feasible to finance or arrange to finance the revitalization of the Phase One Program Area in accordance with the Plan.

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH AS FOLLOWS:

SECTION 1. Adoption of the Southside Revitalization Plan. The City of Paducah, acting by and through its Board of Commissioners, hereby adopts the Southside Revitalization Plan attached hereto and incorporated by reference herein as **Exhibit A**. The Board of Commissioners hereby finds and determines that joint public hearings were duly held on June 9, 2025, to solicit public comment on the Plan, following notice of the hearing in accordance with Chapters 99 and 424 of the Kentucky Revised Statutes, as amended. Both the Paducah Planning Commission and the URCDA recommend approval of the Southside Revitalization Plan to the Board of Commissioners.

SECTION 2. Establishment, Name, Boundaries. The development/program area is located within the City and is hereby established and designated as the “Southside Program Area.” The Southside Program Area, as described in the Plan consists of eight main neighborhoods: Walter Jetton, Uppertown, River Park, Kolb Park, Farley Place, Littleville, Dolly McNutt, and Ella Munal, and covers 3.30 square miles and contains 3,678 parcels of land. Due to this large scale area, the Plan will be implemented in phases. “Phase One Program Area” includes all land within the corporate boundaries of the City of Paducah situated between the southern right-of-way line of Kentucky Avenue to the northern right-of-way line of Caldwell Street and from the western right-of-way line of South 3rd Street to the eastern boundary of the Illinois Central Railroad track between Kentucky Avenue and Caldwell Street.

SECTION 3. Findings and Determinations. In accordance with Chapter 99 of the Kentucky Revised Statutes, as amended, the City hereby makes the following findings and determinations:

- (a) That the Southside Program Area is a blighted area;
- (b) That a shortage of housing of sound standards and design adequate for family life exists in the Program Area and in the Paducah community;
- (c) That the need for housing accommodations has been or will be increased as a result of the revitalization in accordance with the Plan of the residential and commercial units in the Southside Program Area;
- (d) That the conditions of blight in the Southside Program Area and the shortage of decent, safe, and sanitary housing in the Paducah community cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, and welfare;
- (e) That the Southside Revitalization Plan will afford maximum opportunity consistent with the sound needs of the Paducah community as a whole for the redevelopment of the Southside Program Area by private enterprise;
- (f) That the Southside Revitalization Plan conforms to and with the Paducah-McCracken County Comprehensive Plan adopted January 28, 2025;

(g) That federal financial assistance is not necessary, and all funds will be available from other sources;

(h) That the benefits which will result from eliminating the slum and blighted conditions in the Program Area will accrue to the inhabitants of the communities in which these conditions exist and to the inhabitants of the City of Paducah, Kentucky generally; and

(i) That the necessity in the public interest for the provisions of Chapter 99 of the Kentucky Revised Statutes, as amended, is hereby declared to be legislative determination and all powers exercised, and all public monies expended are for public uses and purposes.

SECTION 4. Designation of Oversight Agency. the City hereby designates URCDCA for the implementation, oversight, administration and review responsibility for the Southside Revitalization Plan and this Ordinance. URCDCA shall act on behalf of the City in administering the Southside Revitalization Plan and this Ordinance.

SECTION 5. Severability. 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 6. Repeal of Conflicting Orders and Ordinances. All prior resolutions, municipal orders or ordinances or parts of any resolution, municipal order or ordinance in conflict herewith are hereby repealed.

SECTION 7. 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 P. BRAY

ATTEST:

LINDSAY PARISH, PADUCAH CITY CLERK

Introduced by the Board of Commissioners, July 22, 2025

Adopted by the Board of Commissioners, _____, 2025

Recorded by City Clerk, _____, 2025

Published by *The Paducah Sun*, _____, 2025

ORD\Southside Revitalization Plan

EXHIBIT A
SOUTHSIDE REVITALIZATION PLAN
ATTACHED



CITY OF PADUCAH
Southside
**REVITALIZATION
PLAN**



Table of Contents

City of Paducah Planning Department	4
City of Paducah Administration	5
Section 1: Overview of Southside	6
Quantity of Housing	8
Demographics Analysis	10
Current Statistics for the City of Paducah	11
Section 2: Housing Analysis	13
Variety of Housing	13
Cost & Affordability of Housing	13
Obstacles to Housing Solutions	14
Negative Effects of the Current Housing Situations	14
Current Housing Conditions in Southside	14
Section 3: Community Involvement	18
Section 4: Action Already Taken	20
Section 5: Phase One Program Area	24
Phase One Area Parcel Data and Vacancy	27
Zoning & Current Land Use	28
Future Land Use & Development	29
Section 6: Program Goals	30
Phase One Program Area Timeline	30
Section 7: Tools for Neighborhood Revitalization	32
Incentive Strategies for Neighborhood Development	33
Section 8: Funding the Vision	35
Section 9: Measuring Our Success	38
Section 10: TEN Immediate Action Items	40
“I am Southside” Initiative	42
Section 11: Future Phases and Amendments	43
Future Program Areas and Strategy	43
Plan Amendments	44
Southside Development Opportunities	45
Section 12: Conclusion	49
Appendices	50

Prepared by the City of Paducah Planning Department

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*And with special thanks to the Southside Steering Committee
and all residents of the City of Paducah who have participated
in this project by sharing their ideas, offering guidance,
and volunteering their time.*

City of Paducah Administration

MAYOR
George P. Bray

MAYOR PRO-TEM
Sandra Wilson

COMMISSIONERS
Raynarldo Henderson
Robert Buz Smith
Dajuan Thomas

CITY MANAGER
Daron Jordan

ASSISTANT CITY MANAGER
Michelle Smolen

SECTION

1

Overview of the Southside

This document serves as a foundational guide for the City of Paducah to address the housing needs of the Southside. Housing is an essential pillar of a community's well-being, providing the foundation for economic stability, social equity, and quality of life. For many, it is also one of the most reliable ways to build wealth. This report offers an overview of the current housing landscape, including key factors such as affordability, availability, and accessibility. It also highlights the significant housing gaps and outlines a strategic approach to begin addressing these challenges.

The following pages identify both the obstacles we face and the opportunities available to us as we work to meet the diverse needs of our current and future residents. This includes a detailed plan for the revitalization of Paducah's Southside, drawing from lessons learned in past successful projects such as the Lowertown and Fountain Avenue revitalization programs.

The Southside was one of Paducah's earliest and most vibrant neighborhoods—characterized by dense, residential areas and a thriving mix of neighborhood businesses. Over the past fifty years, however, the area has faced significant decline, marked by disinvestment, depopulation, and widespread vacancy. As property values fell, many residents with the financial means relocated to other parts of the city or left Paducah altogether. Those who remained were primarily low- to moder-

ate-income households, many of whom struggled with poverty and lacked the resources to maintain their properties.

This cycle of decline led to negative perceptions of the neighborhoods, further hindering new investment and development. For many, financial hardship made it difficult to access essential services such as grocery stores or healthcare, particularly for those without reliable transportation.

Now, the City of Paducah has made the revitalization of the Southside a top priority. The City has made efforts to engage with residents through outreach and collaborative meetings. This plan is a creative, hands-on, strategic approach aimed at jump starting the reinvestment and revitalization of the Southside.

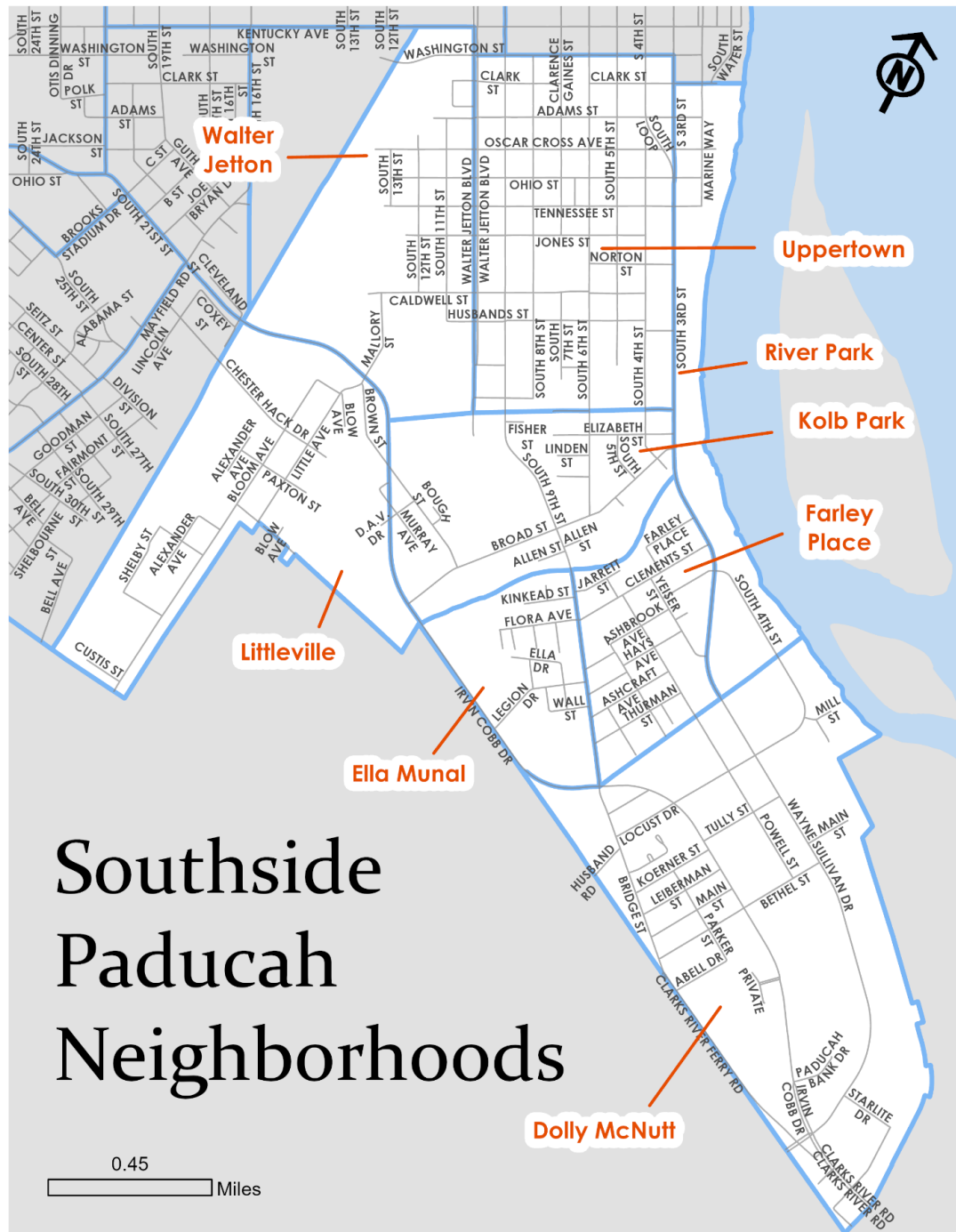
While this document works to detail the specific strategies for housing revitalization, we recognize there are also aspects for revitalization such as commercial, recreational, and environmental priorities. Further efforts for these specific priorities will be explored and developed as the revitalization progresses.

As mentioned, the City of Paducah has a history of neighborhood revitalization. The intent of this Southside plan is to not simply replicate the same strategies and outcomes of those previous projects but instead utilize the lessons learned to enhance the City's efforts and programs to meet current needs of the area.

Paducah Southside Revitalization Plan

When discussing the Southside and any revitalization plan it is important to be specific when detailing the area's needs. The Southside consists of eight main neighborhoods:

- Walter Jetton
- Uppertown
- River Park
- Kolb Park
- Farley Place
- Ella Munal
- Littleville
- Dolly McNutt



Paducah Southside Revitalization Plan

Our past experience with neighborhood redevelopment has shown that successful projects require tools and funding to be focused on smaller, well-defined areas. Spreading revitalization efforts too widely can dilute their impact, extend project timelines, and increase costs. While our ultimate goal is to support revitalization across the entire Southside region and we recognize its diverse needs, we must also account for its large scale. This plan recommends a long-term, phased approach designed to eventually serve all eight neighborhoods in the region with the program's first phase and its strategies shown in detail.

Quantity of Housing

In 2024, a comprehensive housing gap analysis by the Kentucky Housing Corporation (KHC) revealed that McCracken County faces a significant housing shortage.

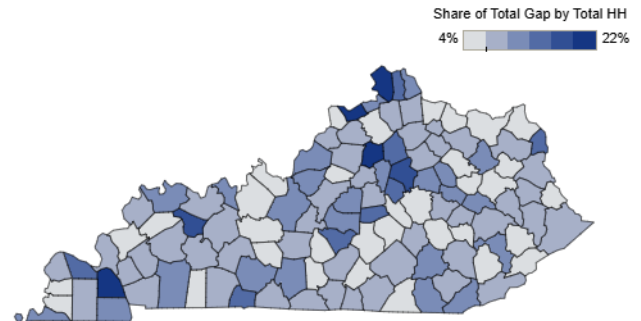
The 2024 study found that McCracken County as a whole has 11,424 households renting and 17,671 households owning their homes. However, there is a gap of 2,288 rental units and 1,517 homes for sale, totaling a shortfall of 3,805 housing units. Projections for 2029 suggest this gap will grow to 4,655 units.

The study also highlighted the housing market is facing widespread shortages across all categories, from single-family to multi-family units. Though there has been an increase in construction, particularly in multi-family housing, the pace is not sufficient to make up for the slowdown in development since the 1990s. Areas like Lone Oak and Reidland have seen more construction, but demand remains high.

Additionally, there is a clear need for well-built, affordable housing, particularly for retirees, seniors, and younger individuals. Restoring vacant homes and increasing the availability of well-maintained rental properties can help alleviate the housing shortage while stabilizing neighborhoods.

As you will see in the following sections, the Southside area has both the need and the opportunity to address this shortage. With over 400 vacant properties in one defined area, this area is primed to help us address the housing shortage with the creation of new housing stock. Another priority from the Southside engagement efforts was the rehabilitation and repair of existing properties which can also work to further address the this gap.

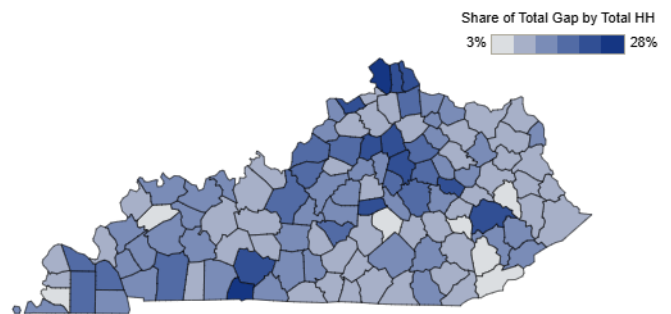
Current (2024) Housing Gap



	<30% AMI	31% - 50% AMI	51% - 80% AMI	81% - 120% AMI	121% - 150% AMI	151%+ AMI
Rental Gap	1,228	366	240	243	95	116
For-Sale Gap	224	141	239	302	212	399

Housing units needed broken down by Area Median Income (AMI) groups.

Projected (2029) Housing Gap



	<30% AMI	31% - 50% AMI	51% - 80% AMI	81% - 120% AMI	121% - 150% AMI	151%+ AMI
Rental Gap	1,581	47	366	309	12	103
For-Sale Gap	310	363	1,173	280	50	61

Housing units needed broken down by Area Median Income (AMI) groups.

Paducah Southside Revitalization Plan

Demographic Analysis

As we discuss the revitalization process, understanding the demographic landscape is essential to crafting a successful plan that addresses the unique needs of our community. By examining key demographic trends, such as population, income, age distribution, household composition, and economic factors, we can make informed decisions that ensure the plan is both inclusive and responsive. This data serves as the foundation for tailoring strategies that foster sustainable growth, improve quality of life, and create equitable opportunities for all residents, both now and in the future.

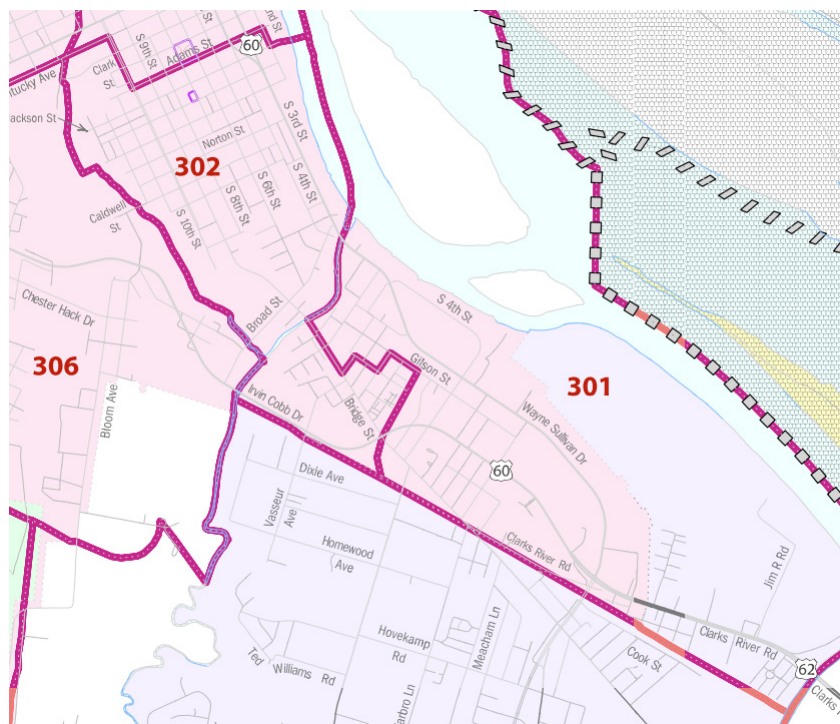
Current Statistics for the City of Paducah

The following data, provided by Greater Paducah Economic Development (GPED), offers a snapshot of the broader Paducah area.

INCOME		
	PADUCAH	NATIONAL
Median Household Income	\$52,548	\$79,068
Average Household Income	\$79,087	\$113,185
Per Capita Income	\$35,006	\$43,829

HOUSEHOLD INCOME DISTRIBUTION	
\$0-\$25,000	26%
\$25,000-\$50,000	21%
\$50,000-\$75,000	15%
\$75,000-\$100,000	10%
\$100,000+	27%

Tracts 301 and 302 serve as the Census designation of the Southside. This area was used to obtain the demographic information for this plan. When comparing data from these tracts to that of Paducah as a whole, the effects of blight—such as property deterioration, vacancy, and economic decline—are clearly evident.



Source: https://www2.census.gov/geo/maps/DC2020/PL20/st21_ky/censustract_maps/

POPULATION/INCOME OF THE SOUTHSIDE		
	Tract 301	Tract 302
Households	395	855
Average Household Size	2.61	2.25
Families	199	512
Average Family Size	3.87	2.77
Owner Occupied	53.2%	46%
Renter Occupied	46.9%	54%
Income		
\$0-\$25,000	14.9%	50.5%
\$25,000-\$50,000	56.9%	26.4%
\$50,000-\$78,000	12.7%	15.3%
\$78,000-\$100,000	8.1%	3.5%
\$100,000+	7.3%	4.5%
Median Income	\$40,302	\$24,814
Mean Income	\$57,183	\$33,793

When looking at the above table, we see over 1,250 households that create the Southside area. Approximately 50% of those families own their home with the remaining residential structures being rental units. We also note that in both Census tracts over 50% of these citizens have an annual income below the federal poverty line.

As of 2025, the Federal Poverty Level is \$15,650 for an individual, \$21,150 for a two-person household, \$26,650 for a household of three, and \$32,150 for a household of four. Based on the income levels shown above in the table in tract 302 over 50% of the households are below the federal poverty line.

Because of such statistics, it is important to provide a plan that is incremental in its approach. Our vision is to create a vibrant, sustainable, and inclusive neighborhood where residents can thrive. We aim to foster a diverse and connected community, with affordable housing, accessible green spaces, a thriving local economy, and resources that empower individuals to reach their full potential. Through collaboration, we will ensure that every resident feels valued and has a stake in the future of the neighborhood. Such a revitalization plan, when implemented appropriately, will help stabilize the market by attracting infill development, increase property values, and raise the overall tax base.

Paducah Southside Revitalization Plan

The housing shortage, not only in our community but on the national stage, is a pressing issue that requires immediate attention. Projections suggest the gap will only widen as the population continues to grow if not addressed appropriately. While we welcome the projected growth in our community, we must work toward closing the housing gap to ensure it does not limit our community's potential.

The revitalization of the Southside presents a unique opportunity to respond to this housing shortfall. By prioritizing this effort, we cannot only increase the housing supply but also revitalize historically significant neighborhoods, restore vibrancy and provide long-term benefits to the community. Successful implementation will demonstrate the City's commitment to leading this important revitalization effort.

As illustrated by the current crime statistics in the table below, the Southside numbers are low in comparison to our community-wide figures.

AREA	AREA 1 (Kentucky to Caldwell)			AREA 2 (Caldwell to Kold Park)			CITYWIDE		
Category	2022	2023	2024	2022	2023	2024	2022	2023	2024
Murders	0	0	1	0	0	0	5	2	4
Rape	2	0	2	0	0	0	19	16	22
Robberies	1	1	0	0	0	1	12	10	14
Assaults	2	8	1	3	1	2	41	53	57
Burglaries	3	2	4	4	2	1	68	71	63
Larceny	26	31	35	9	8	11	748	718	675
Auto Theft	5	5	7	3	0	5	83	58	94
Arson	1	0	1	0	0	0	8	3	8
All Crime	153	168	180	74	64	55	2733	2558	2195



Mayor George Bray and Commissioners hosting the original listening session for Southside revitalization

Housing Analysis

SECTION 2

Variety of Housing

Our community's housing needs are diverse, with more demand for affordable starter homes for first-time buyers. Although our market is more accessible than larger metropolitan areas, there is a noticeable gap in mid-range housing. There is also increasing demand for smaller, more manageable homes, which appeal to both downsizing Baby Boomers and younger individuals seeking low-maintenance properties.

Also seen is a growing need for homes that are handicapped-accessible, as well as planned communities that cater to a mix of ages, races, and ethnicities. Additionally, there is a critical need for emergency housing options for vulnerable populations.

This area presents an opportunity to create housing specifically tailored to veterans, seniors, and single individuals, as well as to transform the Southside into a dynamic live/work/play community.



500 Walter Jetton Boulevard

Having a diverse stock of housing- new, old, big and small, owner occupied and rental property - is crucial for offering choices and providing individual needs of all households, regardless of economic conditions.

Cost & Affordability of Housing

A vital part of any neighborhood revitalization plan is developing strategies to bridge the development feasibility challenge without relying too heavily on subsidies or incentives. Preserving existing housing stock at attainable price points is equally as important to maintaining accessibility and housing stability for a wide range of residents.



1011 Oscar Cross

Past efforts, such as the Fountain Avenue Revitalization Program, have proven the effectiveness of targeted incentives in spurring development. Over the last decade, 184 new single-family homes have been constructed in Paducah, with more than 20% of them in the Fountain Avenue neighborhood, a community that spans about 20 blocks within the city's al-

Paducah Southside Revitalization Plan

most 20 square miles. These projects not only helped increase the tax base and population in that area, but also reduced the overall tax burden. In the beginning of the Fountain Avenue project incentives were relied on heavily. As housing stock increased so did the loan to value ratio of property.

Obstacles to Housing Solutions

While the need for housing is clear, the Paducah/McCracken County housing market faces several challenges. Rising pre-development costs for land and infrastructure, coupled with increasing construction costs, are significant barriers to growth. In some areas, landowners are holding onto property, limiting development opportunities. Local developers, often cautious and risk-averse, are contributing to slower housing growth. Additionally, maintaining older housing stock in neighborhoods like those on the Southside presents their own set of challenges.

Negative Effects of the Current Housing Situation

The misalignment between the current housing stock and the changing demographics of our community is a significant challenge. Many young adults, families, and newcomers struggle to find suitable housing, often resulting in them seeking options outside of Paducah.



621 Walter Jetton Boulevard

This leads to longer commutes and the loss of potential residents who could contribute to the community's growth and vibrancy.

Current Housing Conditions in the Southside

A major contributor to the challenge of housing availability and affordability is seen in the large amount of dilapidated and deteriorated housing stock throughout the Southside region. Across the neighborhoods there is a strong concentration of condemned or structurally declining homes and vacant properties. A majority of the dilapidated homes show several common themes of disrepair. Most common issues are:

- Damaged roofs
- Damaged or missing windows
- Damaged foundations
- Overgrown vegetation
- Damaged or missing siding

In addition to the blight seen with existing structures, there is also a high amount of vacant properties where a home previously stood but has subsequently been razed.

A primary concern expressed through community engagement efforts was to address the critical condition of the existing housing stock.



Examples of Current Housing Conditions



1006 Tennessee Street



834 Walter Jetton Boulevard



823 South 11th Street



113 South 3rd Street



2039 Broad Street



821 Tennessee Street

Paducah Southside Revitalization Plan



900 South 4th Street



829 Walter Jetton Boulevard



1017 South 5th Street



1604 Broad Street

The Dunlap Apartments

New multi-unit housing on the Southside



Photos of the renovated building



Original photos of Walter Jetton Middle School

The Southside region has not been fully without recent new housing developments. The Dunlap, a \$14.6 million development project by Louisville-based Marian Group, preserved 21 residential units and added 21 new units of affordable housing in the historic Walter C. Jetton Middle School located at 401 Walter Jetton Boulevard. This project is named after one of Paducah's most important daughters, Mollie E. Dunlap. The project includes rehabilitating housing units, restoring the concert hall for the Paducah Symphony Orchestra, and creating a conservatory for music training and education.

SECTION

3

Community Involvement

The gathering of data through community meetings and outreach initiatives has been instrumental in understanding the evolving needs of the neighborhoods. The Southside Steering Committee made of various Southside residents, business owners, and stakeholders was formed in February of 2022 and met on a regular basis. The Committee guided the engagement process and assisted City Staff in the drafting of various Southside initiatives. The meetings have provided valuable insight from residents, offering firsthand perspective of local concerns, desires, and suggestions for improvement.

Through the engagement process many common themes emerged with resident's priorities revolving around housing, infrastructure, business, and recreation. This document incorporates the needs expressed around

housing. The affordability, variety, current conditions and stabilizations of housing, as well as improvements to vacant property were the most common themes expressed by residents in our engagement efforts.

Moving forward this plan recommends the continuation of regular public engagement with a focus on residential property owners. Quarterly neighborhood level public meetings are recommended to be held in order to continually inform the public and gather their insight into the revitalization program's progress. This plan aims to incorporate both the voices of the residents, statistical trends, and housing data to ensure its proposed development plans are responsive to the real needs of the community and are able to foster a more inclusive and sustainable future for all.

City staff and volunteers on a community walk to discuss original housing incentives





The city established the Southside Rise & Shine Neighborhood Spruce Up events. Each of the eight Southside neighborhoods were the center of attention for one week starting in June 2021.

SECTION

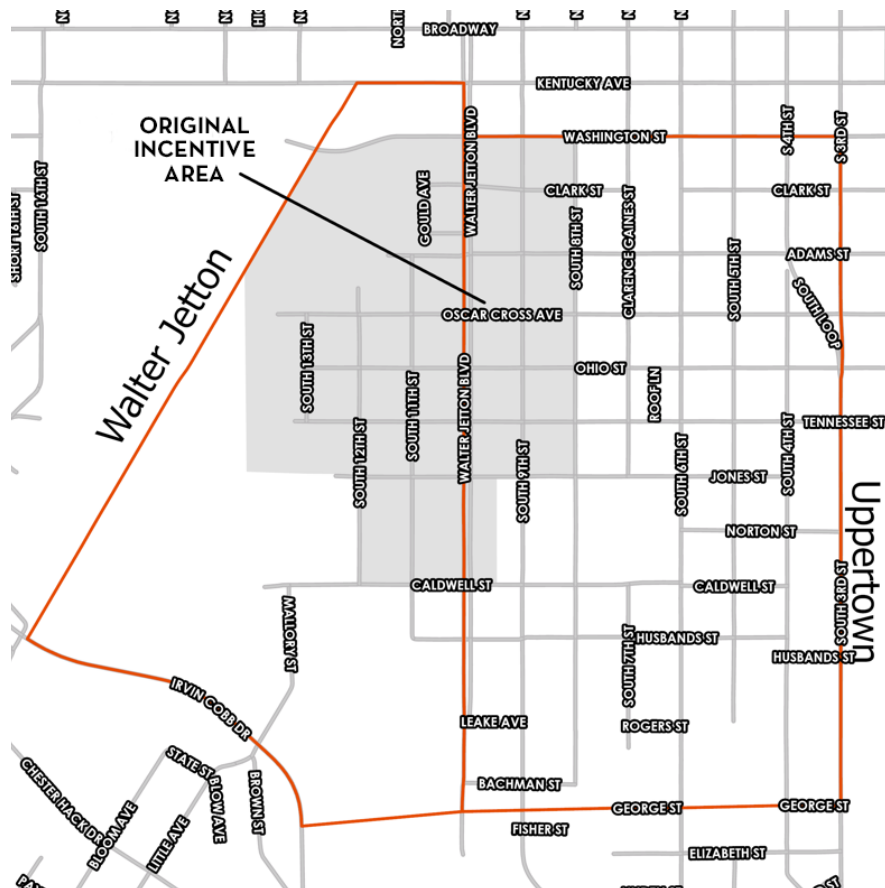
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Action Already Taken

As mentioned previously, feedback from the Southside Steering Committee, in conjunction with public meetings, has created a desire to accelerate revitalization efforts on the Southside.

As beginning steps, the City Commission defined a small program area and adopted Business and Home Owner Incentives to begin the revitalization process. It was a way to quickly start addressing immediate housing needs of the area.

In the Spring of 2023, the first round of Southside Housing Incentives were introduced. Two incentives were available and were set in a program area covering a portion of the Walter Jetton and Uppertown Neighborhoods. This initial program area was bound North to South from Washington Street to Caldwell Street and West to East from S. 13th to S. 8th Street. It consisted of 454 parcels within about 32 square blocks.



Paducah Southside Revitalization Plan

The following are details of the initial incentive program developed for this area.

1. New Construction/Major Rehabilitation Incentive – Reimbursement of up to 20% of project costs. Maximum award of \$27,000. Major rehabilitation is defined as an investment of \$50,000 or more.
2. Home Repair Microgrant - 50/50 Matching Grant funds exterior repairs of properties (windows, roofs, siding, foundations etc.) Maximum award of \$5,000

Additionally, two business improvement incentives were made available. These grants were open to all small businesses in the Southside region.

1. Beautification and Repair Microgrant- 50/50 Matching Grant that funds exterior repairs of properties (windows, roofs, siding, foundations etc.) Maximum award of \$5,000
2. Roof Stabilization- This program matches cost of roof repairs for 50% of project costs or a maximum award of \$14,000.

We are already seeing the effects of the incentives. The table below represents projects completed since the adoption of the incentive ordinance.

INCENTIVE TYPE	CITY INVESTMENT	LEVERAGED INVESTMENT
Homeowner Incentives	\$56,739.01	\$305,260.99
Business Incentives	\$76,348.12	\$485,971.80



503 Walter Jetton before

503 Walter Jetton after participating
in the Home Repair Micro Grant



Paducah Southside Revitalization Plan



833 Walter Jetton before



833 Walter Jetton after participating
in the Major Rehab Grant

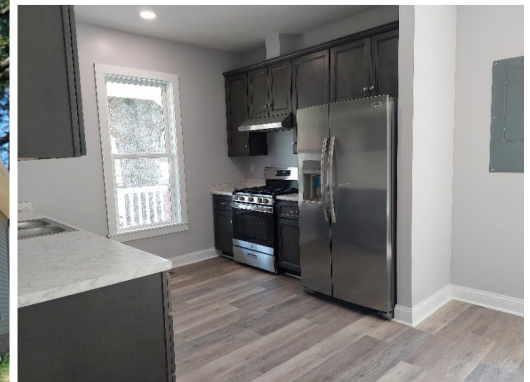


915 Oscar Cross after participating in the Major Rehab Grant



915 Oscar Cross before





1011 Oscar Cross built with using the New Construction Grant

“You know, really, the core of any neighborhood and any community is healthy residential housing.”

Sharon Poat
Executive Director
Paducah Alliance of Neighbors



1314 Oscar Cross under construction with the help of the New Construction Grant

SECTION 5

Phase One Program Area

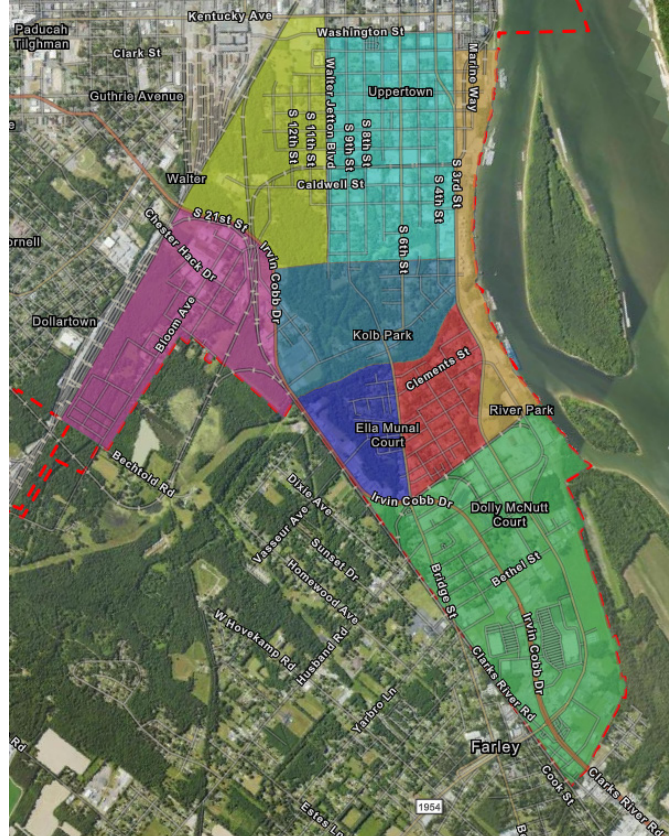
Now that we have established the pressing need for neighborhood revitalization, it becomes clear a well-structured plan is essential to guide efforts and ensure that they are purposeful, inclusive, and sustainable. Additionally, this plan must be written in compliance with the Kentucky Revised Statutes and the Paducah/McCracken County Comprehensive Plan. This comprehensive revitalization plan provides a road map for addressing the unique challenges of a community, such as improving infrastructure, fostering economic opportunities, and enhancing quality of life for residents. With such a strategic framework in place, we can now delve into specific goals and objectives that will drive the transformation of these neighborhoods. The goals outlined in this plan will serve as the foundation for actionable initiatives, aligning community needs with resources and opportunities, and paving the way for measurable success. As we look at the diagrams below, we must take into the consideration the size of previous neighborhood plans and their successes versus the current needs and scale of the Southside.



Lowertown
400 Parcels



Fountain Avenue
307 Parcels



Southside
3,678 Parcels

Paducah Southside Revitalization Plan

As mentioned in Section 1. the Southside of Paducah is a huge area to undertake for a revitalization plan. When accounting for each neighborhood the entire Southside region covers 3.30 square miles and contains 3,678 individual parcels of land. Due to this scale, we propose to divide the plan and its respective revitalization programming into separate program areas in phases over time. Each program area is to have its own distinct boundaries and associated time commitment.

The reason for a dedicated, phased program areas is to centralize the revitalization effort. Individual program areas make it easier to coordinate partnerships, monitor progress, and evaluate outcomes over time. In contrast, plans that are too large in scope or scattered across broad or disconnected locations often dilute impact, stretch resources too thin, and make it difficult to generate visible change.

Previous revitalization plans such as Lower-town and Fountain Avenue have operated in one singular neighborhood each. Within the Southside there are eight neighborhoods. A long range and phased approach is essential to achieving goals for true reinvestment and positive change.

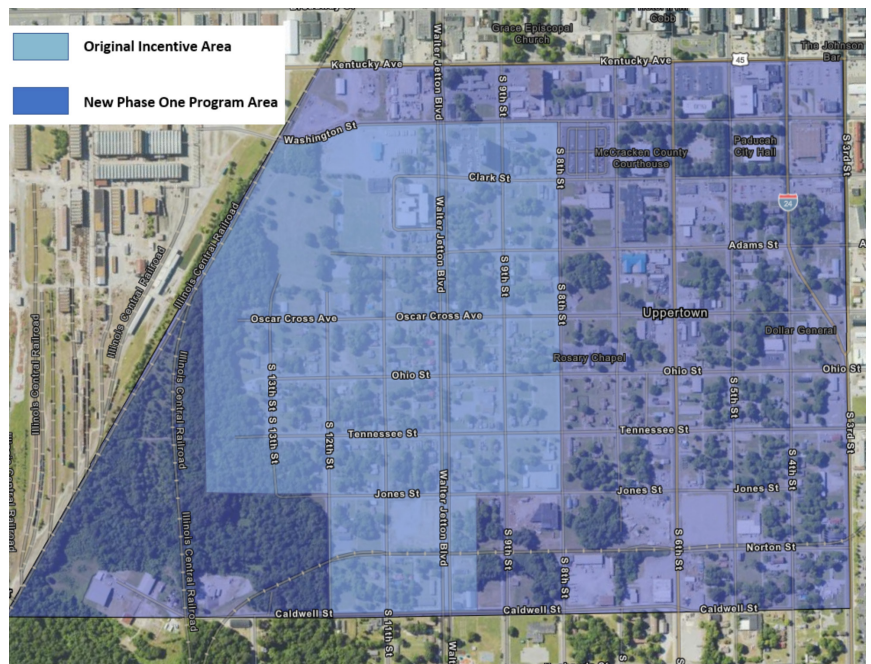
This plan details the establishment of what will be known as the Phase One Program Area. This area would grow and expand from the existing program area of the Housing Incentives adopted in June of 2023. By adopting the Southside Revitalization Plan, we would ask that the boundaries of the Home-

owner Incentives be extended to cover the region of the Walter Jetton and Uppertown neighborhoods outlined below.

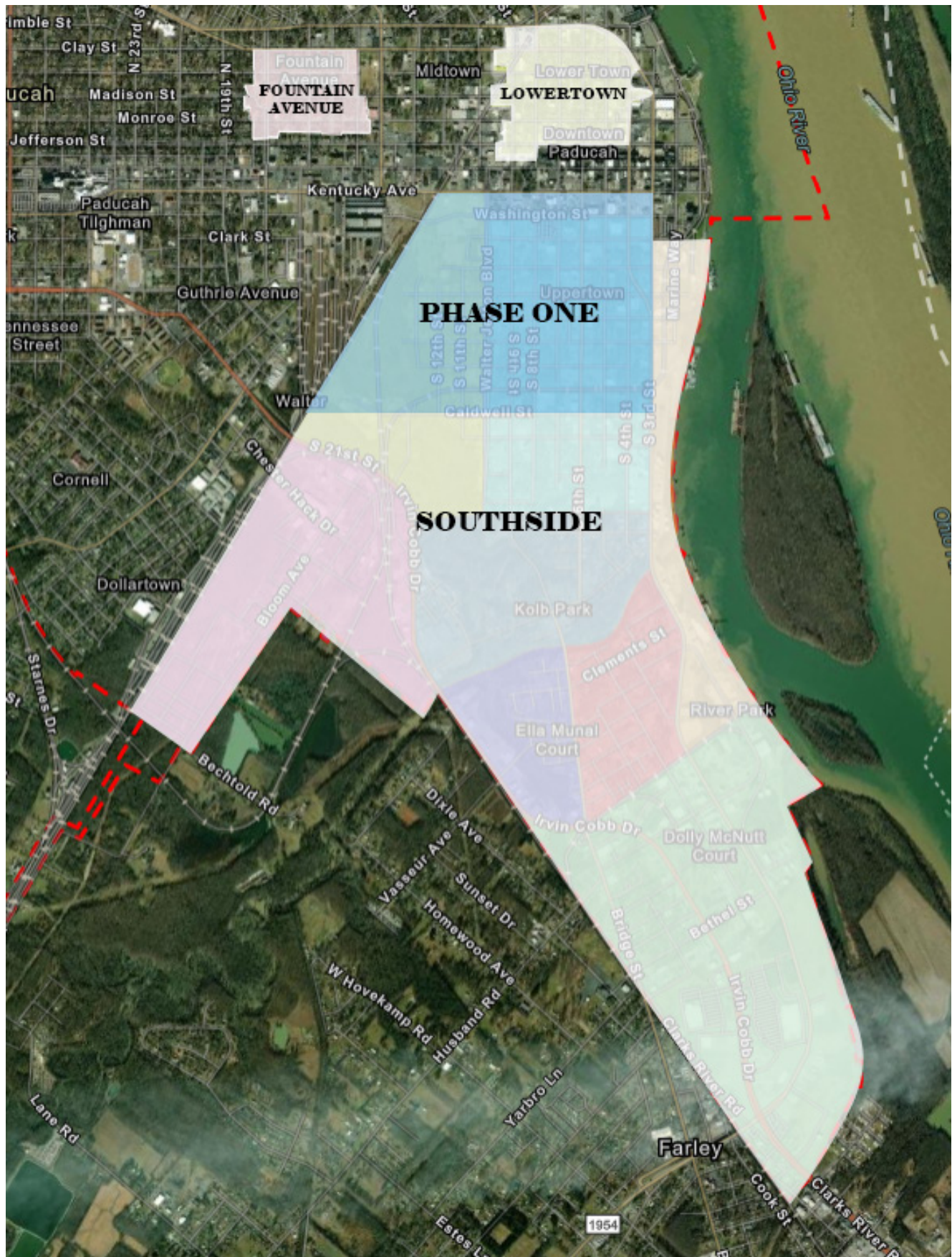
The next phase beyond Phase One is to also expand from its boundary and be identified over time as the market dictates. Strategies for expansion into other phases are detailed in a following section.

The new Phase One Program Area will include all land within the corporate boundaries of the City of Paducah situated between the southern right-of-way line of Kentucky Avenue to the northern right-of-way line of Caldwell Street and from the western right-of-way line of South 3rd Street to the eastern boundary of the Canadian National Railroad track between Kentucky Avenue and Caldwell Street.

The map below shows the original area for the first housing incentives as well as the new proposed Phase One Program Area.



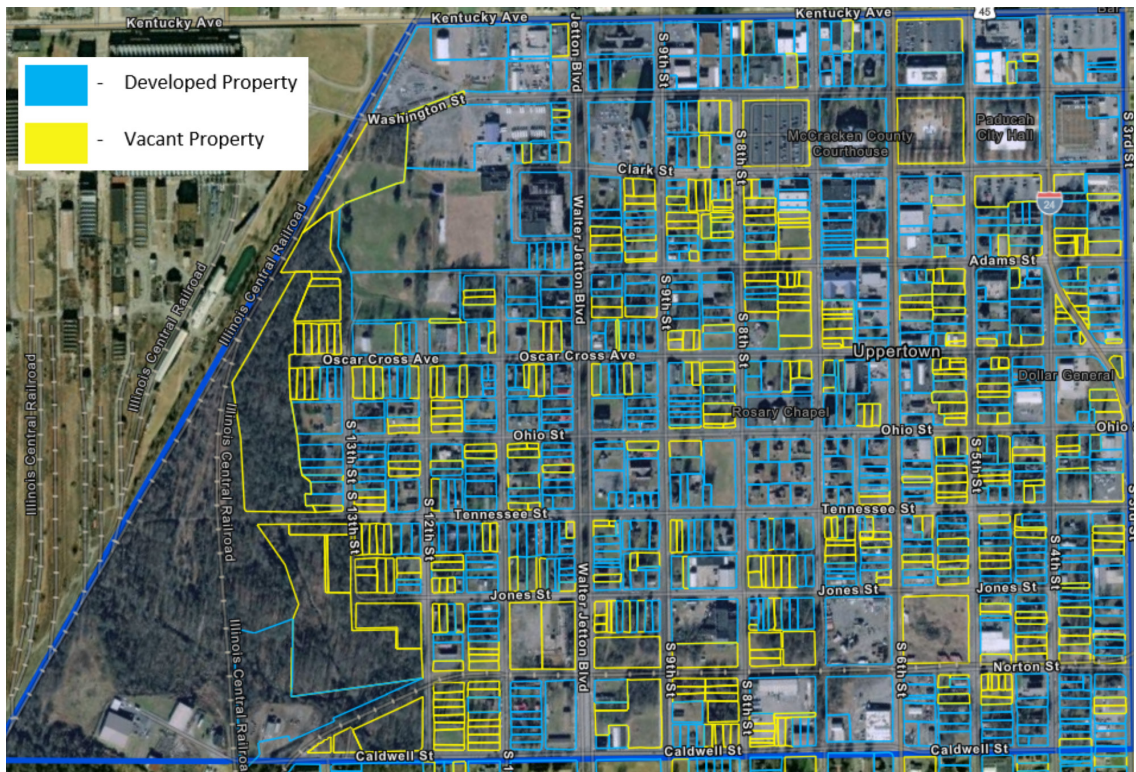
Paducah Southside Revitalization Plan



Phase One Area Parcel Data and Vacancy

The table below shows developed vs vacant parcels for the proposed Phase One area. As we move forward this data will serve as a baseline to measure development.

PARCEL DATA	
	Phase One Area
Total Parcels	1,061
Vacant	405
Percent Vacant	38%



Parcels in the Phase One Program Area. Developed property is highlighted in blue and vacant parcels highlighted in yellow. Out of all 1,061 parcels in the Phase One Program Area 405 parcels are vacant. This includes undeveloped property or property that previously contained structures but has since demolished.

Vacant lots provide the most cost-effective redevelopment opportunity, as opposed to a lot with a dilapidated structure. In most cases, the structure would have to be razed and removed, adding to overall development costs in the Southside. An empty lot is a clean slate, ready to be utilized.

However, the City isn't opposed to obtaining lots with structures on them or working with property owners who wish to improve their property. As the density of the neighborhood grows, redevelopment pressure will be placed on both vacant and occupied lots. Occupied lots next to new or existing homes can be a

Paducah Southside Revitalization Plan

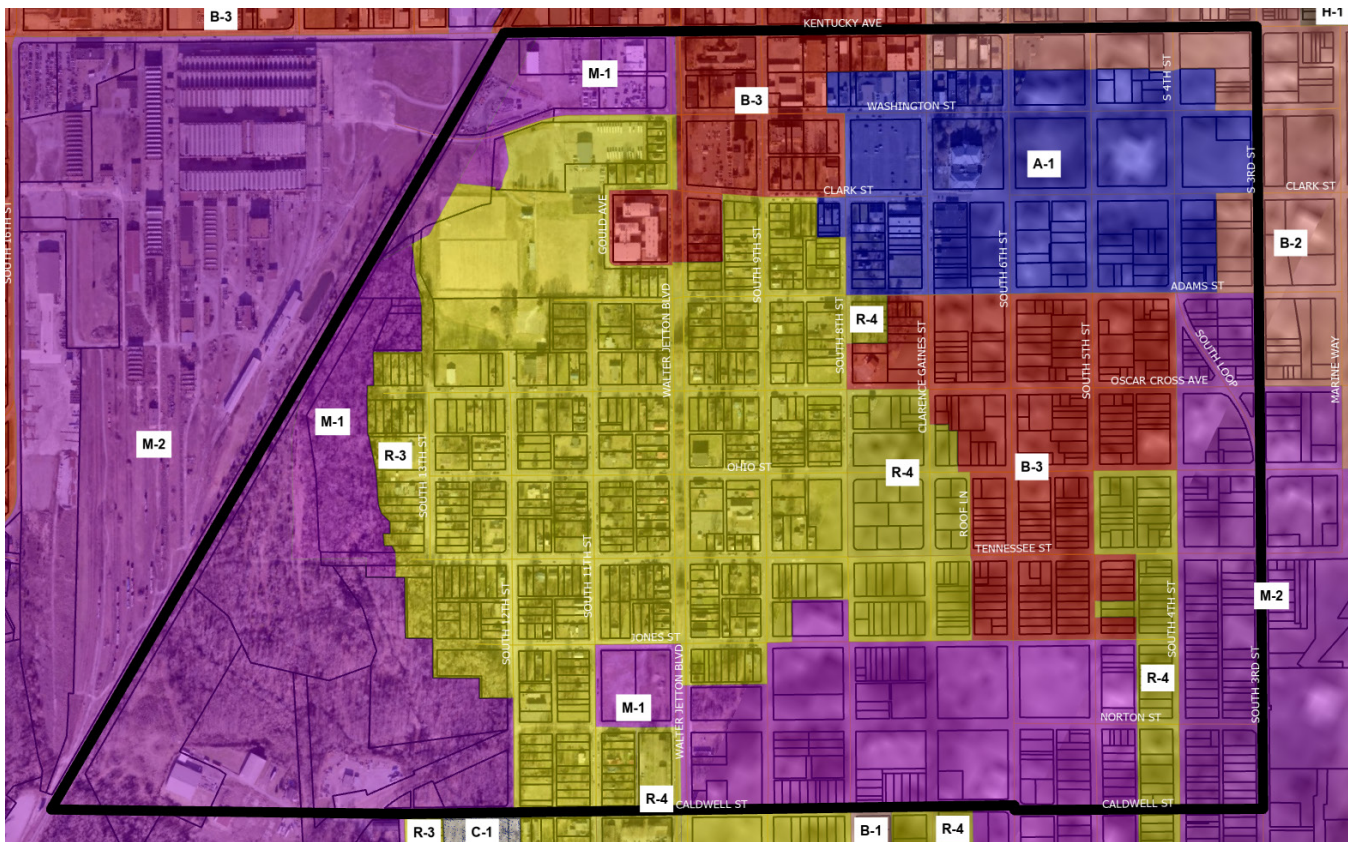
primary focus, as the removal or rehabilitation of dilapidated structures would help to stabilize property values, safety, and improve the viewshed for the corridor.

With so many parcels in consideration, the City is fortunate to have an entirely free owner identification tool within the Property Valuation Administration. The maps for the entire county are available and show the names and addresses of all property owners. The PVA data would be the primary tool used to obtain ownership information. Secondary tools could be Fire Prevention Division records and utility information. In addition, interns under the direction of our Neighborhood Planner will be deployed to obtain other residential information not available on public websites.

Zoning and Current Land Use

The current zoning classification of the Phase One Program Area is shown in the map below. A complete report of each zone from the Paducah Zoning Ordinance can be found in the Appendix section on page 50.

- A-1 - Civic Center Zone
- B-2 - Downtown Business Zone
- B-3 - General Business Zone
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- M-1 - Light Industrial Zone
- M-2 - Heavy Industrial Zone



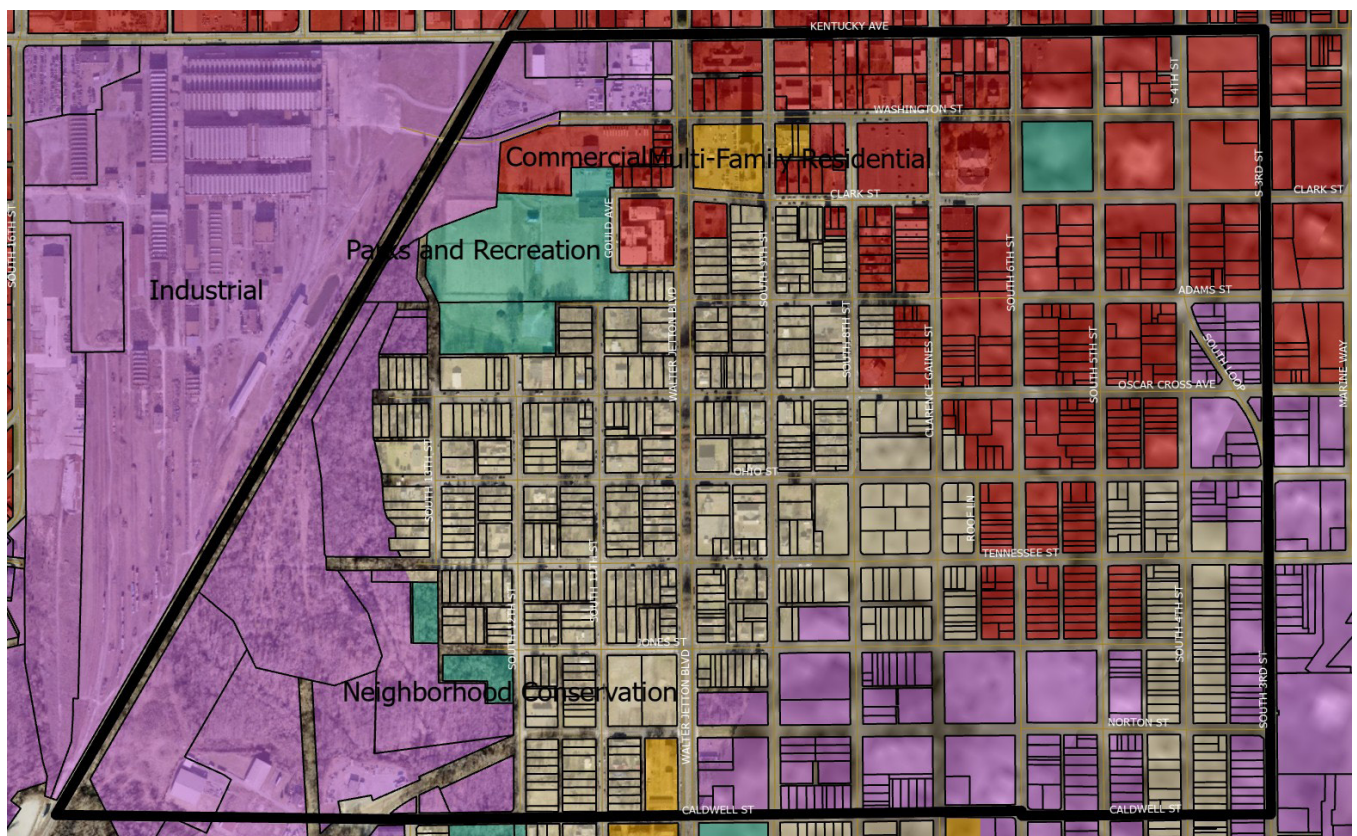
Paducah Southside Revitalization Plan

The current zoning of the Phase One area entails a mixture of residential and commercial uses. The only zone where residential construction is not principally permitted is the A-1 Civic Center Zone. This zone is highlighted primarily from Kentucky Avenue to Washington Street and contains the majority of Paducah's civic public institutions and public services such as McCracken County Court House, Paducah City Hall, law offices, and the McCracken County Library

Future Land Use and Development

The following map outlines the Future Land Use map established in the 2024 joint City of Paducah-McCracken County Comprehensive Plan. As shown here the recommended land use long term for this area remains in line with the existing zoning requirements but with the inclusion to develop more housing opportunities such as mixed use or multi-family housing options in the B-3 Zone. Existing parks and green space is to be maintained and added.

With the amount of vacant property as shown in prior sections, one can see the potential impact of such a revitalization plan that directly supports the creation of new housing.



Program Goals

Phase One Program Area Timelines

As with all previous neighborhood revitalization plans a long multi-year commitment is required for substantial revitalization to take place.

For reference, the Fountain Avenue Revitalization plan operated from 2007 to 2017. In that time span, all housing incentives and programming were solely operated within its singular program area.

This plan also recommends a similar approach and length of time to ensure the full redevelopment of the area and achievement of our housing goals and priorities. To measure our program, we recommend setting benchmarks for new construction/major home rehabilitations for each year.

Staff anticipates it may take between 5 and 7 years for each phase to become self-sustaining. Recognizing the redevelopment of a neighborhood requires long-term commitment, the Planning Department will periodically review these incentives and make necessary recommendations for improvement to ensure their effectiveness. Also, we anticipate addendums to this plan will be necessary for each phase as the characteristics of each of the neighborhoods vary.

The overall revitalization plan is both ambitious and complex. Its successful execution requires a careful balance of planning, engineering, financing, and community engage-

ment. For the plan to be successful there are three key components:

- **Leadership:** The City will take the lead to implement the plan and commit to long-term multi-year support
- **Collaboration:** A coordinated effort between City departments, the community, developers, and other stakeholders
- **Financial Investment:** The City's funds will leverage major investment by homeowners and developers in the defined program areas.

Plan Objectives for Community Renewal

- **Residential Single-Family Development**
Employ housing incentives and work to:
 - Assist existing home owners in the renovation of their homes
 - Increase the number of owner-occupied structures.
 - Encourage homeowners to take pride in their property to make the neighborhood more appealing.
 - Promote ideas that help maintain the historic style and character of the existing structures in the neighborhood.
 - Encourage quality redevelopment on vacant lots.
- **Multi-family Development**
 - Work with existing property owners to ensure the rental units are clean and safe.
 - Encourage the development of new multi-family units to reduce the gap in rental housing

- **Commercial Development:**

Work with developers and business owners to:

- Better support existing businesses
- Attract new businesses
- Promote the creation of new jobs
- Boost tax revenue, stimulate local spending while ensuring the development is sustainable and beneficial for the community.

- **Preserve the historic integrity of the neighborhood**

- Create a historic district which will make federal/state historic tax credits available
- Assist owners of historically significant properties in applying to the National Register of Historic Places

- **Land Use and Zoning:**

- Work within the current zoning of neighborhoods by developing programs and regulations to improve the neighborhoods attractiveness to both businesses and residents.
- Encourage a balance of commercial uses that serve nearby residents and the entire community such as corner stores.

- **Crime and Community Policing:**

- Encourage residents and business owners to take steps to prevent crimes in their neighborhoods and to report suspected criminal activity.
- Work in partnership with community groups and organizations such as neighborhood watches.

- **Code Enforcement and Property Maintenance:**

- Ensure that rental property is decent, safe and sanitary for the residents of the neighborhoods by providing property maintenance inspections and strict

Nuisance Code Enforcement on all rental property within the neighborhood.

- **Parks and Greenway Trails:**

- Enhance the existing recreational options for the residents by expanding the Greenway Trail through the Southside and adding community gardens.
- Improve amenities at existing parks such as Kolb Park and Coleman Park.

- **Program Branding**

- Begin new marketing and communication programs to promote and raise awareness of the revitalization program. Have each area visually defined with use of a new logo, and signage such as pole banners and yard signs for participating homes and vacant property.
- The logo below was created to distinguish the Revitalization Plan from the individual Southside incentives and engagement process that came before. This logo was made to represent the housing priority, collaboration, the Southside community, and the growth expected to come.



Tools for Neighborhood Revitalization

Neighborhood revitalization requires a combination of strategies, tools and resources that can help transform a community into a thriving, sustainable, and equitable place. Here are some key tools we may use in our revitalization efforts.

- **Community Engagement and Collaboration Tools:**

- Early in the revitalization process, numerous community meetings were held, and valuable data was collected. The Southside Steering Committee played a pivotal role in the preparation of the Southside Revitalization Plan. To maintain momentum and foster stronger community connections, it is essential to continue engagement efforts even after the plan's adoption.
- Organize and promote a yearly neighborhood event to encourage neighbors to connect, celebrate successes, and share feedback for continued progress.
- Schedule additional public workshops to offer technical assist residents in various interests: applications, finances, etc.

- **Commit to Long-Term Investment:**

Neighborhood revitalization requires sustained, long-term commitment.

- By adopting the plan, we would ask to expand the boundaries of the Homeowner Incentives for Phase 1 to the proposed area.
- The previous housing incentives are to be revised and expanded to suit the new area.

- Periodically, the Planning Department will review all housing incentives and make necessary recommendations for improvement to ensure their effectiveness.
- Collaborating with organizations such as the Paducah Alliance of Neighbors is crucial for the construction of new single-family residences and the rehabilitation of existing homes, particularly for low-to-moderate income families. We will work to create such partnerships.
- Partnerships with local banks are essential to assist families in securing special financing for home rehabilitation or new construction projects in the program area.
- Developers willing to build homes within the neighborhood should be supported by facilitating access to homeowner incentives, helping their buyers benefit from available programs.

- **Developer Incentive Menu:**

- Develop a suite of additional incentives to attract more developments on empty lots. Examples can include free house plans, non-performing mortgages, buy down to close gap funding, and buy backs if needed.

- **Commitment to Internal Resources Across Various Departments:**

The revitalization process will require coordinated effort across multiple city departments to ensure its success:

- **Planning Department**

Responsible for overseeing the project as the coordinator and ensuring all initiatives align with the plan's goals.

- **Police Department**

Focus on maintaining neighborhood safety, integrity, and conducting outreach to build trust within the community.

- **Fire Prevention**

Conduct comprehensive property inspections and ensure strict adherence to the property maintenance code, especially for rental properties.

- **Parks Department**

Facilitate the development of Greenway Trail connections, park enhancements, and other recreational spaces to enrich the neighborhood. Establish a community garden on the Southside.

- **Public Works and Engineering Department**

Ensure the ongoing maintenance and installation of infrastructure, including streets, curbs, gutters, sidewalks, as needed, and refuse collection.

- **Finance Department**

Provide crucial financial oversight, offering guidance and ensuring the project stays within budget and providing insights into funding opportunities.

- **Community**

The City will leverage partnerships and work with community assets and organizations. These can include the Hotel Metropolitan, the WC Young Center, local churches, and other local non-profit groups.

Incentive Strategies for Neighborhood Development

For the Phase One Program Area, the housing incentives previously offered are set to expand to operate into the larger area as we aim to build on past successes while exploring new opportunities. This will include both the microgrant as well as the larger new construction/major rehabilitation grant. Technical revisions to these grants such as new qualifying expenses and increases to the previous award amounts will be considered. In addition, new incentives are proposed.

The following list of potential incentives may be applied during the development process. These incentives may evolve over time as the neighborhood develops and needs change.

1. **Homeowner Repair Incentive**

- Building on a small repair grant program in the Walter Jetton Area, we plan to expand this initiative. The goal is to assist homeowners who wish to remain in their homes by providing funding for necessary repair grants, thus supporting long-term stability in the neighborhood.

2. **Homebuyer Incentives**

- Create a down payment assistance program to help prospective homeowners purchase new homes constructed within the neighborhood, making homeownership more accessible and affordable.

3. **Buy Down/Gap funding Agreement**

- Under these agreements, a developer will build a single-family home and enter into an agreement with the city. Said property will be listed on the open market for a predetermined amount of time. Because the City anticipates

Paducah Southside Revitalization Plan

the loan to value on such new builds in the program area will be upside down; The city will offer funding to the buyer to close the gap between sale price and loan value. Such funding will perform as a forgivable loan and be documented as a second mortgage, helping to sure continued development in the area.

4. Developer Incentives for Rental Units

- We will explore options for incentives to developers interested in constructing multi-family rental units, provided they agree to set aside a percentage of units for below market rent. This will help ensure that the rental market remains accessible to a broad range of constituents.

5. Voluntary Property Purchases

- While we do not intend to pursue aggressive property acquisition strategies, we are open to purchasing properties from individuals who wish to sell. This voluntary approach allows us to support homeowners looking to transition out of the area while maintaining neighborhood stability.

6. Available Property Program Lot Sale for \$1

- To encourage development, certain City owned vacant lots will be made available for \$1 to qualified buyers who commit to making significant investments within an agreed upon timeline—providing affordable entry points for development while ensuring revitalization of underutilized properties.

7. Property Tax Moratorium

- In response to public feedback, the City will explore the creation of a temporary property tax moratorium

for properties within the current program area. This proposal is intended to freeze increases to a portion of City property taxes in order to help protect residents from potential costs associated with increased property values that are a result of the rehabilitation projects and new development in the area.

8. Home Plans

- A variety of home plans will be made available to buyers free of charge. This ensures City-owned property, as well as to existing property owners within the project area who wish to construct new homes have access to plans that accommodate the lot size and are complimentary to the area. This will offer potential homeowners affordable, attractive design options and streamline the construction process.

9. Historic Register Assistance

- We will assist homeowners of eligible properties in applying for the historic register. Being added to the register will open up opportunities for tax credits, preserving the area's historic character while supporting long-term property value.

10. Business Incentives

- We will evaluate and potentially revise current business incentives to better support local business owners and attract new businesses to the area. These may include financial assistance, tax rebates, and other support mechanisms designed to foster a thriving local economy.

Funding the Vision

SECTION 8

The financing of the revitalization of the Southside is generally from two funding sources. The City will work with developers to make the vision a reality. It is going to take a large commitment from the City to lead the revitalization process especially in the beginning. Below is an anticipated funding and projected investment for the first 5 years of the Southside Revitalization Plan. We anticipate the City's oversight and presence will be required for multiple years in each phase of the project.

BUDGET FOR PHASE ONE IMPLEMENTATION		
TOTAL INVESTMENT		
DESCRIPTION	CITY	DEVELOPER
YEAR 1		
Administration of Plan	\$100,000.00	
Developer Grants (Closing the Gap)		
Developers yet to be determined	\$750,000.00	\$2,500,000.00
Homeowner Grants (New Builds)		
5 Applications Submitted	\$135,000.00	\$1,037,900.00
Project 3 additional applications	\$81,000.00	\$540,000.00
Homeowner Grants (Major Rehabs)		
5 Applications Submitted	\$52,650.00	\$350,463.00
Project 6 additional applications	\$90,000.00	\$600,000.00
Homeowner Micro Grants		
4 Applications Submitted	\$20,000.00	\$46,785.00
Project 20 additional applications	\$100,00.00	\$200,00.00
Year 1 Expenses to the City	\$1,328,650.00	
Year 1 Projected Investment		\$5,275,148.00

Paducah Southside Revitalization Plan

BUDGET FOR PHASE ONE IMPLEMENTATION		
TOTAL INVESTMENT		
DESCRIPTION	CITY	DEVELOPER
YEAR 2		
Administration of Plan	\$100,000.00	
Homeowner Grants (New Builds)		
5 New Homes	\$135,000.00	\$1,000,000.00
Homeowner Grants (Major Rehabs)		
5 Major Rehabs (\$100,000 each)	\$75,000.00	\$500,000.00
Homeowner Micro Grants		
15 Micro Grants (\$10,000 each)	\$75,000.00	\$150,000.00
Year 2 Expenses to the City	\$385,000.00	
Year 2 Projected Investment		\$1,650,000.00
YEAR 3		
Administration of Plan	\$75,000.00	
Homeowner Grants (New Builds)		
5 New Homes	\$135,000.00	\$1,000,000.00
Homeowner Grants (Major Rehabs)		
5 Major Rehabs (\$100,000 each)	\$75,000.00	\$500,000.00
Homeowner Micro Grants		
15 Micro Grants (\$10,000 each)	\$75,000.00	\$150,000.00
Year 3 Expenses to the City	\$360,000.00	
Year 3 Projected Investment		\$1,650,000.00
YEAR 4		
Administration of Plan	\$50,000.00	
Homeowner Grants (New Builds)		
5 New Homes	\$135,000.00	\$1,000,000.00
Homeowner Grants (Major Rehabs)		
5 Major Rehabs (\$100,000 each)	\$75,000.00	\$500,000.00
Homeowner Micro Grants		
15 Micro Grants (\$10,000 each)	\$75,000.00	\$150,000.00
Year 4 Expenses to the City	\$335,000.00	
Year 4 Projected Investment		\$1,650,000.00

BUDGET FOR PHASE ONE IMPLEMENTATION		
TOTAL INVESTMENT		
DESCRIPTION	CITY	DEVELOPER
YEAR 5		
Administration of Plan	\$50,000.00	
Homeowner Grants (New Builds)		
5 New Homes	\$135,000.00	\$1,000,000.00
Homeowner Grants (Major Rehabs)		
5 Major Rehabs (\$100,000 each)	\$75,000.00	\$500,000.00
Homeowner Micro Grants		
15 Micro Grants (\$10,000 each)	\$75,000.00	\$150,000.00
Year 5 Expenses to the City	\$335,000.00	
Year 5 Projected Investment		\$1,650,000.00
Total Cost to City after 5 years	\$2,743,650.00	
Total Project Investment Phase 1 after 5 years		\$11,875,148.00

We would consider the program a success if we meet these milestones, however we hope to exceed the numbers in the first five years.

Fountain Avenue Statistics

TOTAL CITY FUNDING

\$4,393,779

PRIVATE FUNDING

\$14,278,326

New Construction

\$5,198,643

37 New Homes

Measuring Our Success

By setting clear, measurable goals, we can track our progress and celebrate our successes at each milestone. The following objectives provide a roadmap for revitalization, ensuring we can quantify our impact and maintain focus on long-term success:

- **Year 1: Property Inventory & Benchmarking**

- Conduct a comprehensive property inventory of Phase 1 area, establishing a baseline to measure progress over time.
- We have been working the Walter Jetton Area of Phase 1 area and can already show successes.
- Actively purchase properties as it becomes available on the market to stimulate redevelopment.

- **Year 1: Community Engagement & Visibility**

- Working with the City Communications Manager, we will engage in a variety of forums as well as social media platforms as necessary to share our progress and let others know of what opportunities are available.
- Launch “I am Southside” initiative (full details on page 42)
- Work in collaboration with Public Works Department to install banners in the program area to enhance neighborhood visibility and pride.
- Design and place recognition plaques for each investor, similar to the Urban

Pioneer plaques utilized in the Fountain Avenue area, to honor those contributing to the revitalization efforts.

- Create a quarterly newsletter for the community. Our newsletter will be mailed quarterly to all residences, property owners and partners in the defined project area. The newsletter will also be available online.

- **Investor Incentives & Market Boost**

- Develop an investor incentive package to support the first homes, boosting appraisal values and encouraging initial investments in the area.

- **Annual Housing Goals:**

- Aim for the construction of 5 new homes (\$250,000 each) every year for the next 10 years, totaling a minimum of \$12.5 million in new investment for the neighborhood.
- Focus on rehabilitating 5 existing homes (\$100,000 each) annually over the next 10 years, resulting in \$5 million in new investments.

- **Real Estate & Market Performance:**

- By year five of the project, it is our goal to see the market stabilize and the appraisal values of newly built homes meet or exceed construction costs. Current statistics show some questions as to a discrepancy in the loan to value ratio with the current housing stock if developers were to seek traditional funding methods in this market. It is our hope by gap funding will

work to stabilize this problem and began to improve these upside down numbers.

- Such work in the project area should also be reflected in an increase the assessed value of the neighborhood properties after year five.

- **Parks and Green Space Development:**

- Collaborate with the Parks Department to create community gardens, enhance existing parks, and expand the Greenway Trail into the Southside to foster community engagement and improve quality of life.

- **Review & Future Planning:**

- Continue to engage the community and assess the effectiveness of the plan and make recommendations for changes as necessary.

- **Transitioning to subsequent phases:**

- As we transition from one phase to the next it will be necessary to evaluate the specific needs of each target area.
- Recommendations for all changes to the plan to meet specified goals will be brought through the Planning Commission and/or to the Board of Commissioners as an addendum to this plan.

Once the plan is adopted, many have asked what would the first steps look like, will we see an immediate impact? To address that question the following action steps have been identified in the next section. Some of these are duplicate steps as mentioned earlier in this manuscript; however, these will be the items one would expect to see in the first 90 to 120 days after adoption.

Immediate Actions Items

1. Expand Program Area and Housing Incentives

The program is to operate in staggered phases. A new area called the Phase One Program Area will be created with the adoption of this plan. Phase one will also have correlating housing and development incentives that will become available through City Commission action.

2. Structure Inventory

A complete inventory of each parcel within the Phase One Program Area will be created. This document will fully record the current conditions of all housing units and parcels (see Property Inventory form on page 56). In addition to this form, documentation will be noted as to the condition of each property, vegetation on each parcel as well as animals housed at the address. This inventory is designed to be plentiful with information to help establish a base line for the project. We will also utilize all available information through the Property Valuation Administrator's office and will upload and maintain the created inventory digitally as well. The Planning department will work in conjunction with Technology to create a living document and map to track revitalization progress over time.

3. Vacant Property Strategies

The Planning Department will work to repopulate The URCDA (Urban Renewal & Community Development Agency). This agency has been utilized previously through other area neighborhood revitalization projects. We will

again use this mechanism to obtain and transfer vacant properties into and out of City ownership to support the housing initiative and incentives in the program area. It is our hope that this more streamlined approach will once again help propel redevelopment.

4. Developer Incentive and Partnership

As mentioned throughout the plan, specific incentive tools meant to help close the gap between cost of construction and appraised value will be utilized. A key step in the success of this effort will be to capitalize on partnerships with local bank(s) for specific financing. In addition, we will attend realtor meetings, construction association meetings and work with Pastors in neighborhood churches to ensure all parties are aware of our programs. It is our goal to work with both developers and homeowners simultaneously to stabilize the neighborhood and promote affordable housing.

5. New House Plans

As offered previously in the Fountain Avenue area, we will provide a catalog of house plans to applicants using the incentive programs. Once a home is selected we will work with those involved to obtain construction drawings free of charge. It is imperative the style of homes fit into the housing stock that is already available in the Southside area. We are also aware not all lots in the area are consistent in size with several vacant lots having a considerably narrow width (below 30 ft); therefore, it is our goal to cater to the housing needs of

the Southside while maintaining the historical integrity of the existing neighborhood structures.

6. Historic Nominations and District

The Historic Architectural Review Commission and Planning Staff will work in conjunction with the Kentucky SHPO and the Community for Local Government to identify and nominate properties for placement on the National Register of Historic Places. Individual properties as well as areas for a potential district will be presented for listing on the National Register. To qualify for admission, we must demonstrate the provenance and national significance of properties suggested. Each property must be researched, documented and presented to those making the designation. In addition, Design Guidelines throughout various portions of the program area will be considered. These nominations and placement on the register will allow properties to become eligible for various funding mechanism such as various grants or historic tax credits. This process is arduous and lengthy but we believe it will be imperative to the success of the overall neighborhood.

7. Engagement and Education Efforts

In addition to the quarterly newsletters, full outreach and communication initiatives such as neighborhood door-to-door notices, public hearing mailers, social media pages, and community stakeholder meetings (churches, non-profits etc.) will all be an ongoing part of the plan. In addition, we plan to host technical assistance nights for housing program incentives and work with Project Hope to conduct financial education classes free of charge. Such classes will target those who may wish to be a first -time homebuyer but need to

strengthen their credit worthiness before applying. We will have financial counselors on site to walk those wishing to improve their credit score through the process.

8. Neighborhood Beautification

Another immediate step as mentioned earlier is to work through the Public Works Department, to install signage denoting the revitalization program area and neighborhood boundaries. Organization of neighborhood clean-up days to collect and pick up trash and debris will be organized with community sponsors. Signage denoting homes participating in the housing program and all participating partnerships will be one of the first items citizens will see as well.

9. Program Kick Off Event/Party

The city plans to host a one-day afternoon event located outdoors in the program area. The goal is for this event to be held in the first 180 days after adoption of the plan. Such an event will work with community leaders to provide food, games, and entertainment to create an opportunity for fellowship among those impacted the most. This event will be a vehicle to gain trust and knowledge for those living in the area as well as a vehicle to celebrate and raise awareness of the revitalization efforts.

10. Listening Tour

We would host a listening tour approximately six months after the adoption of the plan. Once implementation has started, it would be our goal to attend stakeholder meetings with elected officials, department administrators and stake holders in the community. The intent is to seek feedback and to adjust course as driven by community needs.

“I Am Southside” Initiative

Coming out of our engagement efforts, a separate program was created in order to further represent the Southside and its history as a whole. That the revitalization effort should be more than the City’s housing-focused programming.

“I Am Southside” is more than a campaign—it’s a powerful declaration of identity, pride, and belonging. Southside is not just a location in Paducah; it is the soul of generations who have called it home. It holds the memories of vibrant neighborhoods, beloved local businesses, places of worship, and deep-rooted history.

The phrase “I am Southside” reflects the voices of those who have lived, worked, and grown up in this community. It represents a shared commitment to honor the past, uplift the present, and invest in the future of Southside.

As part of this initiative:

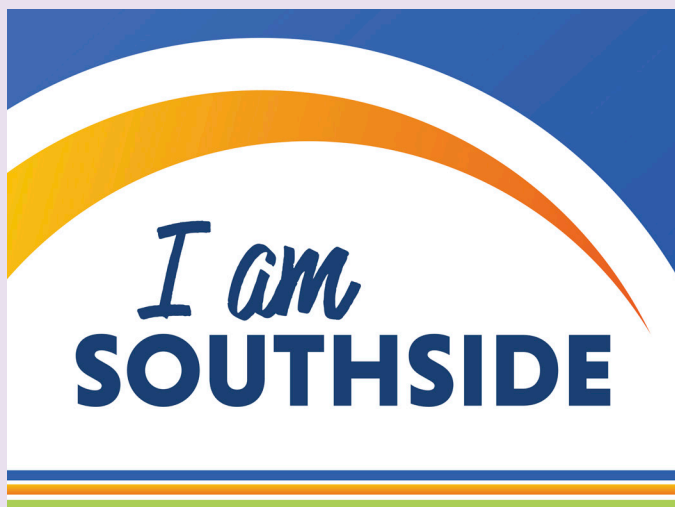
- Banners featuring historical figures and important Southside icons are being installed

along Walter Jetton Boulevard to celebrate the legacy and contributions of the neighborhood.

- “I Am Southside” yard signs will be placed at homes and properties where residents or owners are actively participating in revitalization efforts.

- Supporter signs will also be available for display throughout other parts of Paducah, inviting the entire city to stand in unity and support the continued growth and recognition of Southside.

This initiative is a visual and heartfelt reminder that Southside is valued, seen, and celebrated—and that the people of Southside are at the center of everything this plan hopes to achieve.



Future Phases and Amendments

SECTION 11

Future Program Areas and Strategy

While this plan outlines the recommended Phase One Program Area along with its associated strategies and goals, we must also define the strategies and processes for identifying future program areas. Although a specific Phase Two Area is not fully established in this plan, a general location is highlighted, along with criteria and strategies for determining future areas over time.

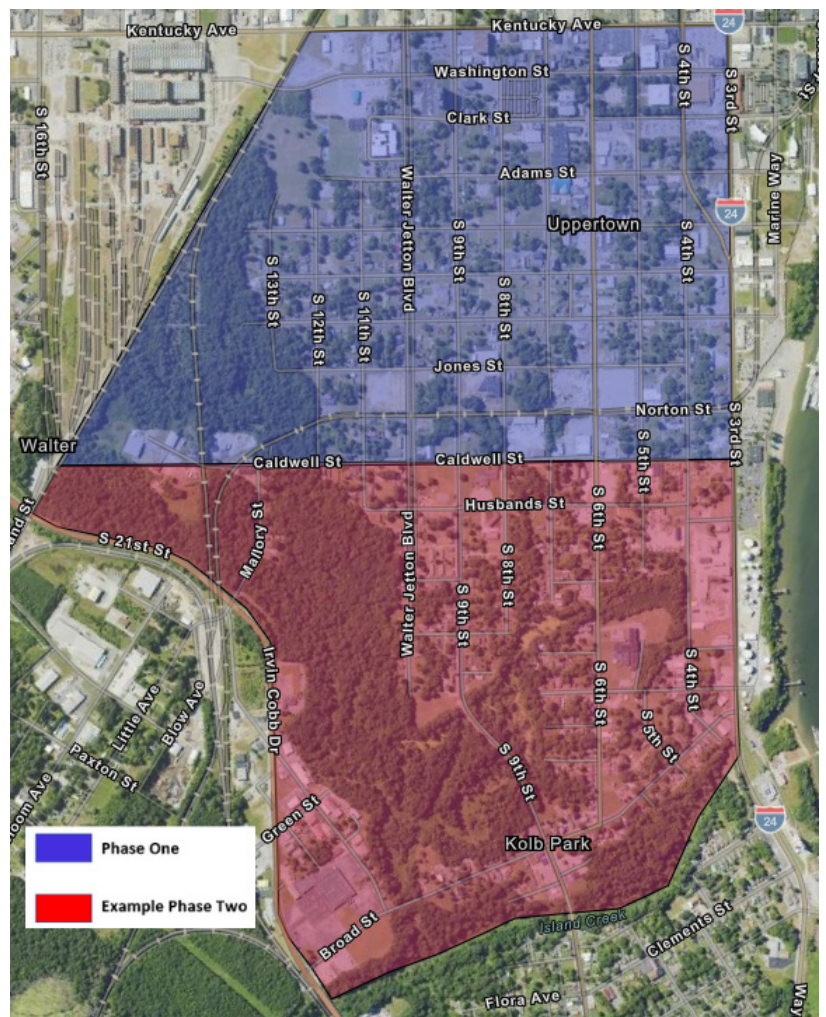
We recommend all future program phases be adjacent to the most recently developed program areas. This will allow us to build on the momentum of each neighborhood's respective current revitalization efforts.

In addition to following our proposed timeline and meeting our measurable housing goals (e.g., number of homes built per year), the following indicators will signal when it is time to transition to a new program area:

- Minimal remaining and developable vacant property in the current area
- Increased housing density and comparable property values
- Private interest or purchase of property and undeveloped lots beyond the current program boundary

Once a new program area is adopted, all incentive programming must formally cease in the existing area to fully focus and prioritize the redevelopment of the next area/phase.

When imagining a potential Phase Two Area the following map shows a rough look at what a possible expansion from the current Phase One Program Area could look like. It follows the general path from the current area south from Caldwell Street and reaches into the Kolb Park neighborhood.



Paducah Southside Revitalization Plan

To ensure the plan remains viable, effective, and aligned with the values of the community it serves each subsequent program area should have its own respective engagement and planning process to identify its relevant and corresponding needs.

While the larger housing revitalization programming and incentives may be similar in structure to the previous, the City should not ignore the opportunity to reengage with residents and reevaluate the current conditions of each respective area. Because of such, subsequent updates or changes to the existing plan and program areas are recommended to be added in amendments to the existing plan document.

Plan Amendments

We propose this plan to be a living document. This means it is intended to be open for updates and should be responsive to change in community needs and housing market conditions—most notably in regard to adding pro-

gram phases and incentive adjustments. These changes are recommended to be added as amendments to this existing plan document. Amendments may be written by City Staff from respective departments. All amendment proposals must be submitted in writing and be one of the following:

- Minor Amendments: Technical corrections, clarifications, or updates that do not materially alter goals, policies, or implementation strategies such as updated statistics, agency information, formatting changes and language can be done in house through the planning department with approval from the department director.
- Major Amendments such as Substantive changes to the plan's program areas, goals, strategies, timelines, or funding mechanisms, including the addition or removal of any programs or policies shall be approved by the following process:
 - 1st adoption by City Planning Commission
 - 2nd Adoption by City Board of Commissioners with first and second readings



Southside Development Opportunities

This section highlights a range of significant development projects—some currently underway and others identified as future opportunities—that have the potential to further elevate the Southside. While a few of these initiatives originate from or currently involve the City of Paducah and the Planning Department, several are being led by external organizations, private developers, or other public entities. Together, they reflect a broad spectrum of community needs and investment priorities. By aligning these efforts with the City’s revitalization goals, each project presents a unique opportunity to further enhance the Southside’s economic vitality, livability, health, and long-term growth.

Meharry Medical College

A major focus of the Southside revitalization effort has been the recruitment of Meharry Medical College, a historically Black academic health sciences center based in Nashville, Tennessee. Meharry is nationally recognized for its commitment to serving underserved communities through education, research, and healthcare.

Community partners have been actively working to establish a formal development agreement with Meharry that would bring a mixed-use dental and medical facility to Paducah’s Southside. This facility would help meet critical local healthcare needs while also creating opportunities for education, training, and long-term investment in the neighborhood.

The proposed project goes beyond clinical services. It includes student housing and the transformation of an entire city block within the Southside program area. The property, currently in private ownership, will see a combination of renovated historic buildings and new construction, blending preservation with progress.

This transformative investment is expected to exceed \$8 million, with Phase One projected for completion in the first quarter of 2027. The partnership with Meharry represents a significant step toward improving community health, expanding access to care, and breathing new life into Southside.



Paducah Southside Revitalization Plan

Hotel Metropolitan

The Hotel Metropolitan, a treasured historic landmark in Paducah's Southside, is being supported through a co-stewardship agreement totaling \$1.34 million over three years. This partnership is between the City of Paducah and the Uppertown Heritage Foundation, which oversees the preservation and operations of the site—including the hotel itself and its accessory structure, the Purple Room.

Once a vital refuge for Black travelers during segregation, the Hotel Metropolitan hosted civil rights icons, musicians, and leaders, making it an important cultural and historical site. The goal



of this agreement is to preserve, restore, and enhance both the hotel and the Purple Room so they can continue to educate and inspire future generations.

Under this agreement, the City of Paducah will serve as the fiscal agent, providing financial

oversight and support while the Uppertown Heritage Foundation leads on-the-ground stewardship. This public-private partnership ensures that the Hotel Metropolitan remains a powerful symbol of resilience, history, and pride for the Southside and the greater Paducah community.

Lincoln Station Project

The Lincoln Station Project is a visionary community development initiative located midway between the proposed Meharry Medical College site and the W.C. Young Community Center. This project is being planned on the historic grounds of Lincoln High School, Paducah's former Black high school, originally built in 1908.

Still in its early stages, the Lincoln Station Project aims to honor the legacy of the site while creating a vibrant hub for the Southside community. Public input has played a key role in shaping the project's vision, with ongoing conversations helping to guide the design and programming of the center.

Early plans suggest that Lincoln Station could include spaces for public transit access, busi-

ness incubation, workforce training, and cultural programming—creating opportunities for education, entrepreneurship, and community connection.

To support the project's development, \$1 million in state funding has already been awarded. As planning continues, the Lincoln Station Project represents a bold step forward in preserving history while building a stronger, more connected future for Southside.



W. C. Young Community Center

The W. C. Young Community Center is a cornerstone of the Southside neighborhood and holds deep historical and cultural significance. Established with a deed restriction dating back to 1976 that designates the property for community center use only, it has long served as a gathering place for residents of all ages.

Over the decades, the center has hosted everything from holiday celebrations to quinceañeras, making it a vital hub for social and cultural events. Today, the Board of Directors oversees the facility's operations, managing the schedule and upkeep of the property.



Although the center remains active and regularly booked, it is showing signs of wear and a clear need for facility upgrades. Recognizing the importance of the center, the City of Paducah has expressed interest in partnering with the Board of Directors to support and plan for necessary improvements.

In the coming months, we anticipate conversations between the City and the Board to identify priorities and secure resources that will ensure the W. C. Young Community Center continues to serve the Southside community for generations to come.

Senior Center

Although located outside of the designated Phase One program area, the proposed Senior Center is a high-impact project with the potential to significantly benefit the surrounding Southside community. Planned on an approximately 11-acre site adjacent to the program area, this initiative focuses on site reuse and revitalization in a currently blighted section of the neighborhood.



The project envisions a multi-purpose facility that will include:

- Senior housing to support aging in place
- Community programming tailored to older adults
- Expanded services that promote wellness, social connection, and access to resources

While outside the Phase One boundary, the Senior Center is expected to act as a catalyst for further redevelopment, spurring additional investment and activity in nearby areas. Its proximity and purpose make it a vital component of the broader vision to revitalize the Southside, enhance livability, and provide support for residents of all ages.

Paducah Southside Revitalization Plan

Paducah Symphony Orchestra/ Dunlap Apartments

The Paducah Symphony Orchestra (PSO) and Dunlap Apartments project aims to create a space that blends art, community, and residential living while being sensitive to the surrounding neighborhood. Though the project is complete, additional items have been addressed to the city from residents and PSO staff.

Future improvements could include increasing accessibility to the site for both residents and visitors, while also addressing concerns about traffic flow and its impact on nearby homes. A thoughtful design will help reduce pressure on surrounding streets and ensure that the area remains safe and welcoming.

Additional components could include:

- Improved lighting and safety features to create a secure environment for pedestrians and residents.
- A new outdoor community space that will serve as a concert venue, providing the pub-

lic with opportunities to enjoy live music and cultural events in an open, accessible setting.

- Integration with the existing Dunlap Apartments, ensuring the site remains rooted in the neighborhood while expanding its role as a place for both living and community gathering.

These potential enhancements would further represent the arts, enhance livability, and add vibrancy to the Southside—all while respecting the needs and character of the surrounding community.



Conclusion

SECTION 12

From the previous outlined sections, it is clear the City takes the lead on implementing this revitalization project. We will continue to work closely with area residents and business interests to implement a plan derived from and supported by our constituencies. As exhibited previously, we will continue to convene a large and varied array of appropriate community partners.

To demonstrate such commitment, it must continue to commit a substantial amount of funding to this project. It is a proven fact that the success of such projects directly correlate with the resources committed to the project area. As always, The City's commitment to explore and support programs & improvements as deemed appropriate by each Commission will set the pace for program activities.

It should also be noted for the project to be considered a success it must select and begin work within a relatively-small targeted area within each of its project area phases. As these areas improve sufficiently over time, efforts should refocus and move into the next selected targeted area. The goal every time is to achieve the critical mass of reinvestment in any given area such that the private sector will begin to invest on its own. Post development values must rise enough to support the investment costs and provide a reasonable rate of return. Only through such numbers rising will private investment occur.

However, the true measure of the plan's success will not lie in the words and phrases of this document alone but in the real world tangible results we achieve. By utilizing the tools outlined and measuring our success, we will ensure our initiatives align with the needs and aspirations of the constituents of our community. Regular monitoring and adaptive strategies will guide us, allowing us to remain responsive to emerging challenges and opportunities. With this plan in place, we can confidently track progress, celebrate milestones, and continuously refine our efforts toward a revitalized Southside.

Zoning Classifications

Sec. 126-104.

Medium Density Residential Zone, R-3.

- (1) Principal permitted uses.
 - a. Single-family dwellings.
 - b. Two-family dwellings.
 - c. Park, playground or community center owned and operated by a governmental agency.
 - d. Special event short-term rentals.
- (2) Conditionally permitted uses.
 - a. Home occupations;
 - b. Daycare nurseries;
 - c. Mobile home parks;
 - d. Multi-family dwellings;
 - e. Assisted care dwellings;
 - f. Bed and breakfast;
 - g. Places of worship;
 - h. Short-term rentals.
- (3) Single-family dwellings.
 - a. Minimum ground floor area:
No building shall be erected for residential purposes having a ground floor area of less than eight hundred (800) square feet, exclusive of porches, breezeways, terraces, garages and exterior and secondary stairways.
 - b. Minimum yard requirements.
 1. Front yard: Twenty-five (25) feet.
 2. Side yard: Six (6) feet.
 3. Rear yard: Twenty-five (25) feet.
 - c. Minimum area requirements.
 1. Minimum lot area: Eight thousand (8,000) square feet.
 2. Minimum lot width: Fifty (50) feet.
 - d. Maximum building height: Thirty-five (35) feet.
 - e. Parking shall be per section 126-102 (2) (e).
- (4) Two-family dwellings.
 - a. Minimum yard requirements.
 1. Front yard: Twenty-five (25) feet.
 2. Side yard: Six (6) feet.
 3. Rear yard: Twenty-five (25) feet.
 - b. Minimum area requirements.
 1. Minimum lot area: Four thousand (4,000) square feet per unit.
 2. Minimum lot width: Fifty (50) feet (per structure).
 - a. Maximum building height: Thirty-five (35) feet.
 - b. Parking shall be per section 126-102 (2) (e).
- (5) Multi-family dwellings.
 - a. Minimum yard requirements.
 1. Front yard: Twenty-five (25) feet.
 2. Side yard: Six (6) feet.
 3. Rear yard: Twenty-five (25) feet.
 - b. Minimum area requirements.
 1. Minimum lot area: Three thousand (3,000) square feet per unit.
 2. Minimum lot width: Sixty (60) feet.
 - c. Maximum building height. None.
- (6) Public parking areas.
 - a. A public parking area is permitted where the area abuts a business or industrial zone, provided the Commission finds the public parking area not to be detrimental to the adjoining residential area.

- b. The public parking area shall be developed as required by section 126-71.
 - c. Provisions for a public parking area shall adhere to the setback requirements as listed in the zone in which it is to be located, however, no setback is required along a rear property line where the residential zone and the business or industrial zone join.
 - d. Screening requirements for a public parking area shall be the same as section 126-83.
 - e. The Commission shall require a landscape plan that includes provisions that at least ten (10) percent of the entire site shall be landscaped. Parking lot lighting may be approved provided that pole heights do not exceed fourteen (14) feet; lighting be directed inward to the property and that no off-target lighting be allowed.
- (7) Assisted care dwelling.
- a. Minimum yard requirements.
 - 1. Front yard: Twenty-five (25) feet.
 - 2. Side yard: Six (6) feet.
 - 3. Rear yard: Twenty-five (25) feet.
 - b. Minimum area requirements.
 - 1. Minimum lot area: Fifteen thousand (15,000) square feet.
 - 2. Minimum lot width: One hundred (100) feet.
 - 3. Maximum floor area ratio: Twenty-five (25): one (1)
 - c. Maximum building height: Thirty-five (35) feet.
 - d. Maximum pervious cover: Sixty (60) percent.
 - e. Parking shall be per section 126-71 and shall follow the group home formula.

Additionally, all parking areas and drives shall be paved and screened from adjoining residential property. There shall be no parking in any side yard.

- f. Landscaping. The open area on the lot not used for parking or building shall be landscaped with grasses, vegetative groundcover, flowers, gardens, trees and shrubs; provided that not more than seventy-five (75) percent of the open area is put into grass. Trees and shrubs shall be installed at the following rate: One (1) tree and two (2) shrubs for every one thousand (1,000) square feet of floor area.
- g. Site lighting. Any outdoor light shall be directed inward to the property and there shall be no off-target lighting. The maximum light pole height shall be ten (10) feet.
- h. Approval. Approvals per section 126-75 apply to this subsection.

Sec. 126-105.

High Density Residential Zone, R-4.

The purpose of this zone is to provide an area that will combine compatible residential and business uses in such a manner that it will buffer low density residential property from high density and commercial uses.

- (1) Principal permitted uses.
 - a. Any use permitted in the R-3 Zone;
 - b. Multi-family dwellings;
 - c. Nursing homes;
 - d. Professional office buildings (yard requirements for office buildings shall be the same as the B-1 Zone requirements);

Zoning Classifications

- e. Daycare nurseries;
 - f. Assisted care dwellings (yard and lot requirements shall be the same as 126-104 (7));
 - g. Cemeteries;
 - h. Bed and breakfast;
 - i. Places of worship;
 - j. Short-term rentals (includes special event short-term rentals);
 - k. Any other use not listed which, in the Commission's opinion, would be compatible with the above uses in the R-4 Zone.
- (2) Conditionally permitted uses.
- a. List of uses.
 - 1. Commercial greenhouses;
 - 2. Funeral homes;
 - 3. Home occupations;
 - 4. Hotels or motels;
 - 5. Beauty shops and barbershops;
 - 6. Mobile home parks.
 - b. Board of Adjustment approval.

The conditionally permitted uses listed above shall be considered as business uses and shall meet the requirements of the B-1 Zone, except home occupations shall be considered pursuant to section 126-73 of the Zoning Ordinance.
- (3) Single and two-family dwellings. Single-family and two-family dwellings shall comply with the requirements of the R-3 Zone.
- (4) Multi-family dwellings.
- a. Minimum yard requirements.
 - 1. Front yard: Twenty-five (25) feet.
 - 2. Side yard: Six (6) feet.
 - 3. Rear yard: Twenty-five (25) feet.
 - b. Minimum area requirements.
- (i) Minimum lot area: Two thousand (2,000) square feet per unit.

- (2) Minimum lot width: Fifty (50) feet.
- c. Maximum building height. None.
- d. Public parking area. Same as section 126-104 (6).

Sec. 126-107.

Downtown Business Zone, B-2.

The purpose of this zone is to encourage the development and redevelopment of the city's downtown business district.

- (1) Principal permitted uses.
 - a. Any use permitted in the B-1 Zone;
 - b. Trade, business and vocational schools;
 - c. Places of amusement, assembly and recreation;
 - d. Automobile rental, sales, service, refueling or washing;
 - e. Commercial parking lots and garages;
 - f. Newspapers and printing establishments;
 - g. Radio and TV stations;
 - h. Any other similar use which, in the Commission's opinion, would not impair the business character of the downtown area.
- (2) Minimum area and yard requirements. None.
- (3) Maximum building height. None.
- (4) Parking requirements. Parking requirements are waived for all uses except for the following:
 - a. Bus terminals;
 - b. Hotels and motels;
 - c. Residential dwelling units.
- (5) Minimum sight distance. The visibility requirements of section 126-65 shall not apply to the B-2 Zone.

Sec. 126-109.**General Business Zone, B-3.**

The purpose of this zone is to provide an area for high intensity commercial activity of a wholesale nature and to ensure easy highway access for such uses.

- (1) Principal permitted uses.
 - a. Any use permitted in the B-2 Zone;
 - b. Wholesale establishments;
 - c. Automotive equipment sales and repair;
 - d. Laundry and dry-cleaning establishments;
 - e. Seasonal fireworks tents;
 - f. Medical cannabis dispensaries;
 - g. Light industrial operations (as approved by the Planning Commission according to degree of objectionable smoke, noise, odor, glare, vibration and heavy freight traffic generation).
- (2) Minimum yard requirements. None.
- (3) Minimum area requirements. None.
- (4) Maximum building height. None.

Sec. 126-110.**Light Industrial Zone, M-1.**

The following provisions shall apply in the M-1 Zone unless otherwise provided herein:

- (1) Principal permitted uses.
 - a. Any use permitted in the B-3 Zone;
 - b. Any industrial, manufacturing, fabrication or processing use which does not emit objectionable noise, smoke, odor or dust beyond the confines of its property;
 - c. Warehouses and storage buildings;
 - d. Public and commercial sewage disposal plant;
 - e. Towing or wrecker service;

- f. Medical cannabis cultivators, processors, producers and safety compliance facilities;
 - g. Any other use which, in the Commission's opinion, would be compatible in the B-3 Zone.
 - (2) Conditionally permitted uses.
 - a. Any other industrial use determined to be of the same general character as the above permitted uses.
 - b. Animal hospital or kennel, located not closer than three hundred (300) feet to a residential zone.
 - c. Heliport.
 - (3) Minimum yard requirements.
 - a. Permitted uses having a total floor plan of ten thousand (10,000) square feet or less:
 1. Front yard: Twenty-five (25) feet, except for highway strip uses for which a fifty (50) foot front yard is required.
 2. Side yard: Ten (10) feet.
 3. Rear yard: None, except where abutted by a residential zone, in which case a rear yard of twenty-five (25) feet applies.
 4. No storage of materials or equipment shall be allowed in the minimum front yard.
 - b. Permitted uses with a total floor plan of more than ten thousand (10,000) square feet:
 1. Front yard: Fifty (50) feet.
 2. Side yard: Twenty-five (25) feet.
 3. Rear yard: None, except where abutted by a residential zone, in which case a rear yard of twenty-five (25) feet applies.
- (4) Minimum area requirements.
 - a. Permitted uses having a total floor

Zoning Classifications

plan of four thousand (4,000) square feet or less:

1. Minimum lot area:
Seven thousand five hundred (7,500) square feet.
2. Minimum lot width: Sixty (60) feet.
- b. Permitted uses with a total floor plan of more than four thousand (4,000) square feet:
 1. Minimum lot area: Fifteen thousand (15,000) square feet.
 2. Minimum lot width: Seventy-five (75) feet.
- (5) Maximum building height. None.
- (6) Maximum lot coverage.
 - a. Principal structures: Fifty (50) percent of gross lot area.
 - b. Total coverage by principal structures, accessory structures and outside storage: Seventy (70) percent of gross lot area.

Sec. 126-111.

Heavy Industrial Zone, M-2.

The following provisions shall apply in the M-2 Zone unless otherwise provided herein:

- (1) Principal permitted uses.
 - a. Any use permitted in the M-1 Zone;
 - b. Animal hospital or kennel;
 - c. Junkyards (A solid fence with a minimum height of eight (8) feet shall be required to enclose the premises. In no instance shall stored materials be visible from any public right-of-way);
 - d. Any industrial use that is determined to be non-detrimental to the properties immediately surrounding the use.
- (2) Minimum yard requirements.

Same as section 126-110 (3).

- (3) Minimum area requirements.

Same as section 126-110 (4).

- (4) Maximum building height. None.

Sec. 126-114.

Civic Center Zone, A-1.

The purpose of this zone is to strengthen those cultural and governmental services which benefit the entire region, but which can only be supported in the civic center; provide a separate and compact area for those important uses; give the City more effective visual relationships in and around the downtown area; and provide, in the design of the civic buildings and open spaces, a physical point for urban aesthetics and civic pride.

- (1) Principal permitted uses.
 - a. List of uses.
 1. Public buildings (City, County, State and Federal);
 2. Office buildings (financial, professional, personal, business and medical);
 3. Business, trade, personal and vocational schools;
 4. Hotels and motels;
 5. Public parking areas;
 6. Accessory uses to the above;
 7. Short-term rentals (includes special event short-term rentals);
 8. Any use determined to be of the same general character as the above permitted uses.
 - b. Plan approval. Plans for architectural design and site layout shall be approved by the Planning Commission, and changes may be deemed necessary or desirable to insure proper design standards, to minimize traffic difficulties,

to safeguard adjacent properties and to preserve the institutional character of this zone.

- (2) Minimum yard requirements.
 - a. Front yard: Ten (10) feet.
 - b. Side yard:
 - 1. Abutting a street: Six (6) feet.
 - 2. Not abutting a street: Four (4) feet.
 - c. Rear yard: None.
- (3) Minimum area requirements.
 - a. Minimum lot area:
Five thousand (5,000) square feet.
 - b. Minimum lot width: Fifty (50) feet.
- (4) Maximum building height.
Forty-five (45) feet.

Southside Building Inventory



PROPERTY INVENTORY

Property Address:

Property Owner:

Land Use:

Zoning:

Acres:

Building Square Feet:

Assessed Value/Date:

Age of Structure:

Sale Price/Date:

Condition of Structure:

Number of Units:

Units Occupied:

Date Recorded:

NOTES:

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE URBAN RENEWAL & COMMUNITY DEVELOPMENT AGENCY (URCDA) ON THE PROPOSED ADOPTION OF THE SOUTHSIDE REVITALIZATION PLAN OF THE CITY OF PADUCAH.

WHEREAS, the City of Paducah acting by and through its Planning Department ("City") has determined that it is a public purpose of the City to foster, promote and facilitate the orderly development, redevelopment and revitalization of blighted, substandard, vacant, orphaned and underutilized properties located within one of its earliest neighborhoods, the "*Southside of Paducah*," all to the benefit of the citizens and residents of the City; and

WHEREAS, to fulfill this public purpose, the City has filed with, and seeks approval and adoption by, the Urban Renewal and Community Development Agency (URCDA), an agency of the City of Paducah and the Paducah Planning Commission of the proposed neighborhood redevelopment plan, known as the "*Southside Revitalization Plan*" (the "Plan;") and

WHEREAS, a public hearing was held on June 9, 2025 by the Paducah Planning Commission and URCDA after advertisement pursuant to law; and

WHEREAS, the URCDA has duly considered the Plan and has heard and considered the objections and suggestions of all interested parties who appeared at said hearing; and

WHEREAS, the Southside revitalization is a Board of Commissioner's priority pursuant to Municipal Order 3028, and

WHEREAS, the Paducah Planning Commission has found that the Plan is in conformance with the Paducah-McCracken County Comprehensive Plan adopted on January 28, 2025, and is necessary to effectuate the public purpose of the City; and has therefore approved and adopted the Plan and referred it to the URCDA for further consideration, approval and adoption; and

WHEREAS, the URCDA concurs with and adopts the findings of the Paducah Planning Commission as set forth in its Resolution adopted July 9, 2025.

NOW THEREFORE, BE IT RESOLVED BY THE URCDA:

SECTION 1. That the URCDA approves and adopts the Southside Revitalization Plan and hereby refers it to the Board of Commissioners for final action. The URCDA recommends approval of the Southside Revitalization Plan to the Board of Commissioners.

SECTION 2. That the URCDA concurs with and adopts the findings of the Paducah Planning Commission as set forth in its Resolution, adopted July 7, 2025, and further finds:

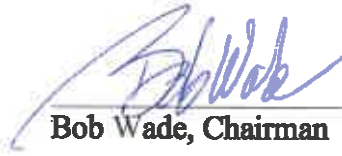
(a) That the incentive strategies, funding sources and budget for the Phase One Program Area as set forth in Sections 7 and 8 of the Plan are reasonable and feasible to finance, or arrange to finance, the revitalization of the Phase One Program Area in accordance with the Plan; and

(b) That the URCDA, with the assistance of the City's Planning Department which will oversee the day-to-day activities for implementation of the Plan, have sufficient ability and experience to cause the Southside revitalization to be undertaken, consummated and managed in a satisfactory manner; and

(c) That there will be no displacement of families from Phase One of the Program Area.

SECTION 3. That this Resolution shall be treated as, and is, the final report of the URCDA respecting the matters appearing herein.

SECTION 4. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.



Bob Wade, Chairman

Adopted by the URCDA on July 7, 2025

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ADOPTION OF THE SOUTHSIDE REVITALIZATION PLAN OF THE CITY OF PADUCAH.

WHEREAS, this Commission finds that the Southside Revitalization Plan (the "Plan") is in conformance with the Paducah-McCracken County Comprehensive Plan adopted on January 28, 2025; and is necessary to effectuate the public purpose of the City; as a result, this Commission approves and adopts the Plan and refers it to the Urban Renewal & Community Development Agency (URCDA) for further consideration, approval and adoption; and

WHEREAS, a public hearing was held on June 9, 2025 by the Paducah Planning Commission after advertisement pursuant to law; and

WHEREAS, details regarding the findings and recommendation of this Commission are described below.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission approves and adopts the Southside Revitalization Plan and hereby refers it to the URCDA, and then, to the Board of Commissioners for final action. The Planning Commission recommends approval of the Southside Revitalization Plan to the Board of Commissioners.

SECTION 2. That the recommendation of approval by the Commission is based upon the following findings:

(a) Public notice of the Plan and the public hearing was duly advertised in The Paducah Sun newspaper in accordance with the requirements of KRS Chapter 99 and 424.

(b) Notice of hearing was posted sporadically throughout the development area prior to the hearing in accordance with KRS 99.050.

(c) More than ten (10) days before the hearing, notice of the hearing was mailed by first-class mail to the last known owner of each parcel of land in the development area in accordance with KRS 99.370.

(d) The development area of the Plan consists of eight main neighborhoods: Walter Jetton, Uppertown, River Park, Kolb Park, Farley Place, Littleville, Dolly McNutt, and Ella Munal, and covers 3.30 square miles and contains 3,678 parcels of land. Due to this large-scale area, the Plan will be implemented in phases. Phase One Program Area includes all land within the corporate boundaries of the City of Paducah situated between the southern right-of-way line of Kentucky Avenue to the northern right-of-way line of Caldwell Street and from the western right-of-way line of South 3rd Street to the eastern boundary of the Canadian National Railroad track between Kentucky Avenue and Caldwell Street.

(e) That most parcels in the Phase One Program Area are substandard or insanitary and redevelopment in accordance with the development plan is necessary or advisable to effectuate the public purpose of the City and as declared in KRS 99.020.

(f) That the Plan is in conformance with the Paducah-McCracken County Comprehensive Plan adopted on January 28, 2025.

(g) That the Phase One Program Area is of sufficient size to allow its redevelopment in an efficient and economically satisfactory manner.

(h) That the various phases by which the redevelopment of the Southside development area is proposed to be undertaken, as stated in the Plan, are practicable and in the public interest.

(i) That public facilities including; but not limited to, school, fire, police, transportation, park, playground and recreation are presently adequate, or will be adequate, at the time that the development is ready for use, to service the Phase One Program Area.

(j) That the proposed changes, if any, in zoning ordinances or maps are necessary or desirable for the development and its protection against blighting influences and for the City as a whole. The Plan has no proposed changes in streets and street levels and there are no proposed street closings.

(k) Upon the data submitted in the Plan and available to the Commission, the carrying into effect of the Plan will not cause undue hardship to the families, if any, occupying dwelling accommodations in the development area to such a degree as to outweigh the public purpose of the City or as defined in KRS 99.020. There will be no displacement of families from Phase One of the Program Area.

(l) The Board of Commissioners has adopted City Commission Priorities for the years 2025 and 2026, which includes the priorities of Quality Housing, Southside Revitalization and Quality of Life pursuant to Municipal Order 3028.

(m) Several citizens appearing at the public hearing spoke affirmatively about the Plan and gave insightful comments and suggestions.

(n) Several developers encompassing different ethnicities expressed their desire to utilize incentives for new housing on the Southside.

(o) The Plan will provide help to facilitate and support housing of all types, including income-aligned housing and workforce housing.

(p) Pursuant to data from the Kentucky Housing Corporation, McCracken County is currently short 3,805 dwelling units across all housing types. This plan will help to alleviate the shortage by encouraging residential growth.

SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

SECTION 3. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.


Bob Wade, Chairman

Adopted by the Paducah Planning Commission on July 7, 2025