



**CITY COMMISSION MEETING
 AGENDA FOR SEPTEMBER 2, 2025
 5:00 PM
 CITY HALL COMMISSION CHAMBERS
 300 SOUTH FIFTH STREET**

*Any member of the public who wishes to make comments to the Board of Commissioners is asked to fill out a Public Comment Sheet and place it in the box located at the end of the Commissioner's desk on the left side of the Commission Chambers. The Mayor will call on you to speak during the **Public Comments** section of the Agenda.*

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PUBLIC HEARING Property Tax Hearing

NEW EMPLOYEE INTRODUCTIONS Jennifer Adams, Recreation Supervisor - A. CLARK

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 August 26, 2025, Board of Commissioners Meeting.
B.	Receive & File Documents
C.	Appointment of Alexis Marrs and Carrie Signa to the Paducah Main Street Board
D.	Personnel Actions
E.	Approve MOA for incentives for 1541 Olivet Church Road - J. FOWLER-SOMMER
F.	Approve MOA for incentives for 6615 Blandville Road - J. FOWLER-SOMMER
G.	Authorize the Mayor to execute a contract for services with Reliable Electric LLC for the installation of new lighting in Dolly McNutt Plaza - A. CLARK
H.	Authorize updates to MO #3022 Schedule of Fees for Oak Grove Cemetery - A. CLARK

		I.	Authorize the Application and Acceptance of a United States Tennis Association Grant in the Amount of \$2,000 - A. CLARK
		J.	Authorize the Purchase of Structural Firefighting Gear for the Fire Department - S. KYLE
		K.	Authorization for Application and acceptance for a grant for a thermal imaging camera for the Fire Department - S. KYLE
		L.	Authorize a Contract with Paducah Alliance of Neighbors in an amount not to exceed \$100,000 - C. GAULT
		M.	Purchase of Two (2) Compact SUV's for the Paducah Parks Department - C. YARBER
		N.	Authorize the Application and Acceptance of a Kentucky Division of Waste Management Litter Abatement Grant. - C. YARBER
		O.	Authorize a Modification to the Tolling Agreement with Midwest Terminal - D. JORDAN
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Approve FY2026 Contract For Services with GPEDC, Inc. (Greater Paducah Economic Development Council) in the amount of \$250,000 - D. JORDAN
		B.	Authorize the Mayor to execute a contract with RL Turner for Design Services for a new spray ground located at Robert Coleman Park - A. CLARK
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Business License Fee Schedule - Inflationary Adjustment - A. KYLE
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Setting Tax Levies: Ad Valorem Properties -- FY2026 - A. KYLE
	V.	<u>DISCUSSION</u>	
		A.	MyPaducah Portal and Mobile App Preview - L. PARISH & E. STUBER
	VI.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VII.	<u>EXECUTIVE SESSION</u>	

August 26, 2025

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, August 26, 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 Wilson led the Invocation.

PLEDGE OF ALLEGIANCE

The Mayor led the pledge.

PUBLIC HEARING:

Communications Manager Pam Spencer provided the following summary:

A public hearing in accordance with Chapter 22 of the Code of Ordinances was held at the beginning of the meeting for a new cable franchise with Ritter Communications. Ritter is transitioning from its current telecommunications franchise to a cable franchise.

PRESENTATIONS:

Communications Manager Pam Spencer provided the following summary:

Update from Paducah Convention & Visitors Bureau

Paducah Convention & Visitors Bureau Executive Director Alyssa Phares provided an overview of the role of the PCVB in the community and the value of Paducah's designation as a UNESCO City of Crafts and Folk Art. Phares provided statistics regarding the economic impact of tourism in Paducah. More than 537,800 visitors spend the night in Paducah annually, and visitor spending exceeded \$300 million in 2024. In 2024, the total tourism-related employment in McCracken County was 2456 jobs with a tourism-related labor income totaling \$71.8 million.

Paducah Human Rights Commission

Chairman Robert Hernandez and Commissioner Charles Gurley showed the Board a commercial that will begin airing to promote the Human Rights Commission.

PUBLIC COMMENTS:

T. J. Davison, owner of KC's and The Johnson Bar, spoke regarding the discussion to change alcohol service hours.

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

August 26, 2025

the items on the Consent Agenda.

I(A)	Approve Minutes for the August 12, 2025, Board of Commissioners meeting.
I(B)	<p>Receive and File Documents:</p> <p><u>Minute File:</u> City of Paducah – Southside Revitalization Plan – Exhibit “A” to Ordinance No. 2025-08-8849</p> <p><u>Contract File:</u></p> <ol style="list-style-type: none">1. Contract For Services – Housing Authority of Paducah – signed by City Manager Jordan2. Purdue-Sacklers Opioid Settlement Participation Agreement – MO #27113. Stringfellow – Purchase of Brush Loader – MO #30814. Contract For Services – Barkley Regional Airport Authority – MO #30905. Contract with AssetWorks – GSA Contract – MO #30926. Contract with Wilson Equipment Company – purchase of Track Skidsteer – MO #30957. Fleet Maintenance Agreement with Kentucky Fire Commission/State Fire Rescue Training – MO #30968. Purchase of one-ton service truck from Linwood Motors – MO #3097 <p><u>Financials:</u></p> <ol style="list-style-type: none">1. Paducah-McCracken County Riverport Authority – Auditor’s Report and Financial Statements – years ended June 30, 2023 and 2022 <p><u>Bids and Proposals File:</u></p> <ol style="list-style-type: none">1. Purchase of one-ton service truck for Fleet Division<ol style="list-style-type: none">a. Linwood Motors* - MO #3097
I(C)	Reappointment of Buzz Vontesmar and Albert Parker and appointment of Edward Hely to the Municipal Housing Commission to replace Edward Narozniak, who resigned. These terms shall expire: August 26, 2029 and July 22, 2027, respectively.
I(D)	Appointment of Jody Stivers to the Paducah-McCracken County Riverport Authority to replace Jeff Holland. This term shall commence on October 1, 2025 and expire September 26, 2026.
I(E)	Personnel Actions
I(F)	A MUNICIPAL ORDER AMENDING THE JOB GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY, FOR FISCAL YEAR 2026 (MO #3106; BK 14)
I(G)	A MUNICIPAL ORDER AMENDING THE POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY, FOR FISCAL YEAR 2026 (MO #3107; BK 14)
I(H)	A MUNICIPAL ORDER ACCEPTING THE BID OF MURTCO, INC., IN THE AMOUNT OF \$88,225 FOR REPAIRS TO THE PUMP OUT LINES FOR THE TRANSIENT BOAT

August 26, 2025

	DOCK, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #3108; BK 14)
I(I)	A MUNICIPAL ORDER REPEALING AND REPLACING THE SCHEDULE OF FEES AND CHARGES FOR SOLID WASTE PICK UP PURSUANT TO THE SOLID WASTE ORDINANCE, CHAPTER 94, SOLID WASTE, AND CHAPTER 42, ENVIRONMENT, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY (MO #3109; BK 14)
I(J)	A MUNICIPAL ORDER AUTHORIZING THE ENGINEERING DEPARTMENT TO PARTNER WITH THE PURCHASE AREA DEVELOPMENT DISTRICT TO SUBMIT AN APPLICATION FOR A COMMUNITY INFRASTRUCTURE FUND GRANT IN THE AMOUNT OF \$2,000,000 FROM THE DELTA REGIONAL AUTHORITY FOR THE BRANCH STORMWATER PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO THE APPLICATION (MO #3110; BK 14)
I(K)	RESOLUTION APPOINTING HOPE REASONS AS DESIGNEE TO ADMINISTER THE 2025 DRA AWARD ON BEHALF OF THE CITY OF PADUCAH (MO BK 14)
I(L)	A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE, PERMANENT RIGHT-OF-WAY EASEMENT FEE CONSIDERATION, AND ALL OTHER DOCUMENTS NECESSARY WITH STEPHEN AND DOLORIS SEVENSKI TO ACQUIRE A PORTION OF A PERMANENT RIGHT-OF-WAY EASEMENT, AT NO COST TO THE CITY (MO #3111; BK 14)
I(M)	A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE, PERMANENT RIGHT-OF-WAY EASEMENT FEE CONSIDERATION, AND ALL OTHER DOCUMENTS NECESSARY WITH WAGNER LEASING LTD TO ACQUIRE A PORTION OF A PERMANENT RIGHT-OF-WAY EASEMENT, AT NO COST TO THE CITY (MO #3112; BK 14)
I(N)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 1 WITH TESCO SOLUTIONS FOR THE REWIRE OF DATA CABLING IN CITY HALL (MO #3113; BK 14)

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

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

MUNICIPAL ORDERS

AUTHORIZE FUNDING AGREEMENT WITH PADUCAH RIVERPORT AUTHORITY IN THE AMOUNT OF \$150,000

August 26, 2025

Commissioner Smith offered Motion, seconded by Commission Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER APPROVING A FUNDING AGREEMENT WITH THE PADUCAH-MCCRACKEN COUNTY RIVERPORT IN AN AMOUNT OF \$150,000 TO PARTIALLY FUND THE MATCH OF SMALL PROJECT PORTS GRANT THROUGH THE PORT INFRASTRUCTURE DEVELOPMENT PROGRAM FOR THE BULK YARD REVITALIZATION AND EXPANSION PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5). **(MO #3114; BK 14)**

ORDINANCE ADOPTIONS

CONSENSUAL ANNEXATION – 1541 OLIVET CHURCH ROAD AND 6615 BLANDVILLE ROAD

Commissioner Thomas offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY ANNEXING CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND 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.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(ORD #2025-08-8850; ORD BK 37)**

BUDGET AMENDMENT FY2025 – INSURANCE FUND AND HEALTH INSURANCE FUND #2

Commissioner Wilson offered Motion, seconded by Commissioner Thomas, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING ORDINANCE NO. 2024-06-8815, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2024, THROUGH JUNE 30, 2025, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025, as adopted by Ordinance No. 2024-06-8815, be amended by the following re-appropriations:

- Transfer \$5,300 Insurance Fund Balance to FY2025 deductible accounts; and
- Transfer \$200,000 from the Health Insurance Funds’ fund balance to the FY2025 Health Insurance Claims Account.

August 26, 2025

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(ORD #2025-08-8851; ORD BK 37)**

AUTHORIZE AN FY2026 BUDGET AMENDMENT AND AUTHORIZE A CONTRACT WITH STRINGFELLOW, THROUGH SOURCEWELL, FOR PURCHASE OF EQUIPMENT FOR PUBLIC WORKS DEPARTMENT

Commissioner Henderson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING ORDINANCE NO. 2025-06-8847, ENTITLED, ‘AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2025, THROUGH JUNE 30, 2026, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT’ AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$643,446.89 FOR THE PURCHASE OF A SIDE ARM AND KNUCKLE BOOM FOR THE PUBLIC WORKS DEPARTMENT.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2025, and ending June 30, 2026, as adopted by Ordinance No. 2025-06-8847, be amended by the following re-appropriations: Transfer \$643,446.89 from Solid Waste Fund fund balance into Solid Waste Vehicles Account No. 50002209 540050.

Further, the City is authorized to make payment to Stringfellow for the purchase of one (1) Pac-Mac Knuckle Boom at \$229,337.00 and one (1) Heil Durapack Side Arm at \$414,109.89 from the Sourcewell Cooperative Purchasing Contract for use by the Public Works Refuse Division.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(ORD #2025-08-8852; ORD BK 37)**

AMEND CHAPTER 42 OF THE CODE OF ORDINANCES RELATED TO SOLID WASTE CHANGES

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 42, ENVIRONMENT, SECTION 49, SOLID WASTE, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This Ordinance amends Chapter 42, Environment, Section 49 to reflect the service enhancements to the Solid Waste Division related to recycling, brush pick-up, and future bulk item changes.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(ORD #2025-08-8853; ORD BK 37)**

August 26, 2025

AMEND CHAPTER 94 OF THE CODE OF ORDINANCES RELATED TO SOLID WASTE CHANGES

Commissioner Thomas offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 94, SOLID WASTE, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This Ordinance amends Chapter 94, to reflect the service enhancements to the Solid Waste Division related to recycling, brush pick-up, and future bulk item changes.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(ORD #2025-08-8854; ORD BK 37)**

ORDINANCE INTRODUCTION

BUSINESS LICENSE FEE SCHEDULE – INFLATIONARY ADJUSTMENT

Commissioner Wilson offered Motion, seconded by Commissioner Thomas, that the Board of Commissioners introduce an Ordinance entitled, “N ORDINANCE AMENDING CHAPTER 106, TAXATION, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: The ordinance amends Section 106-101 of the City of Paducah Code of Ordinances by replacing the long-standing \$3.5 million gross receipts threshold with a phased-in schedule that increases the threshold to \$11.65 million over five years, beginning January 1, 2026. Starting in Year Six (6), the threshold will be adjusted annually based on changes in the Consumer Price Index (CPI-U, South), rounded to the nearest \$10,000, with authority for the City Commission to forego adjustments in any year of its choosing. In addition, this ordinance increases the minimum annual license tax from \$35.00 to \$50.00.

DISCUSSION

Communications Manager Pam Spencer provided the following summary:

Discussion of Hours for Alcohol Sales and Curfew Ordinance

Following the August 9 shooting in Paducah that occurred in the early morning, Mayor George Bray requested information about the City’s ordinances regarding the hours for alcohol sales and the city’s curfew to be provided to the Board. City Clerk and Director of Customer Experience Lindsay Parish provided an overview of the city ordinances.

Regarding alcohol sales, the State permits local governments to set hours by ordinance but cannot limit more strictly than midnight except for Sunday. In Paducah, on-premises consumption for beer and distilled spirits is permitted from 6 a.m. until 3 a.m. the following day. Paducah has about 180 establishments. Most local establishments close at midnight or earlier;

August 26, 2025

however, there are five local establishments that are open until 3 a.m. on certain days and three local establishments that stay open on certain days until 2 a.m. In a quick comparison of other similar-size cities in Kentucky, Paducah permits a closing time that is later than most peer cities. For example, Bowling Green, Hopkinsville, and Owensboro permit alcohol sales from 6 a.m. until 2 a.m. and Elizabethtown permits sales until 1 a.m.

The City of Paducah has a curfew ordinance for minors (those under the age of 18). The curfew, which includes exceptions, is 11 p.m. until 5 a.m. on Sunday through Thursday with a curfew of 1 a.m. until 5 a.m. on Friday and Saturday. To enforce the curfew, an officer may stop and ask questions, issue a citation to the parent/guardian, take or direct the minor to home or a safe facility, or take minors into custody if they failed to appear in court or are reasonably believed to be habitual runaways. A violation is a misdemeanor offense. Paducah Police Chief Brian Laird said 31 citations were issued in 2024 with 20 citations issued so far this year.

MAYOR COMMENTS

The Mayor congratulated City Planner Josh Sommers and County Planner Greg Cannon for receiving a Special Merit award for Outstanding Plan by the American Planning Association for the Joint City/County Comprehensive Plan. (They were nominated by Kendig Keast).

CITY MANAGER COMMENTS

- The City will observe Labor Day Monday. City offices will be closed, and there will be no City services.
- There will be a Special Called City Commission meeting on September 2. The September 9 meeting will be cancelled.

COMMISSION COMMENTS:

Commissioner Smith: Addressed the degrading building at the corner of South Third and Jefferson Street and asked the City Manager to give a status report on that building. City Manager Jordan said that the status of that building has been moved to the State and they are in the process of getting injunctive relief.

Commissioner Wilson: Mentioned the passing of Deputy Judge Executive Steve Doolittle and offered condolences to his family as well as the family of Sgt. Ryan Hudson.

Commissioner Henderson: Also offered condolences to the family of Jemiyah Walker.

EXECUTIVE SESSION

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

August 26, 2025

- Future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(1)(b)
- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g)

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

RECONVENE IN OPEN SESSION

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

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

TIME ADJOURNED: 7:52 p.m.

ADOPTED: September 2, 2025

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

September 2, 2025

RECEIVE AND FILE DOCUMENTS:

Deed File:

1. Commissioner's Deed – 627 McKinley Street

Contract File:

1. Contract Amendment – Tetra Tech – Brownfield Assessment Grant – MO #3093
2. Contract For Services – Paducah Interfaith Ministry d/b/a Paducah Cooperative Ministry (PCM) – MO #3102
3. Contract For Services – Washington Street Community Development Corporation – MO #3104
4. Contract with Stringfellow – purchase of Pac-Mac Knuckle Boom and Heil Durapack Side Arm – Total of \$414,109.89 – ORD 2025-08-8852
5. Joint Sublease Extension and Amendment Agreement – Seamen's Church, River Heritage Museum, Paducah Art House Alliance f/k/a Paducah Film Society – Did not go through Commission
6. Opioid Settlement Participation Agreement notification – Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus

Financials:

1. Paducah Water Works – Month ended July 31, 2025

Bids and Proposals File:

1. Repairs to Pump out Lines – Transient Boat Dock
 - a. Murtco, Inc. – MO #3108

CITY OF PADUCAH
September 2, 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

August 28, 2025

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
September 2, 2025**

NEW HIRES: FULL-TIME (FT)

<u>PUBLIC WORKS</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Powell, Aksel	Facilities Maintenance Tech	\$24.06/hr	NCS	Non-Ex	September 4, 2025

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

<u>PARKS AND RECREATION</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>
Greer, Hailey	Rec Leader - Camp Counselor \$13.00/hr	Rec Leader - Event Staff \$14.00/hr	NCS	Non-Ex	September 4, 2025
Montgomery, Trevor	Pool Attendant \$12.00/hr	Recreation Leader - Event Staff \$14.00/hr	NCS	Non-Ex	September 4, 2025
Smith, Keely	Head Pool Attendant \$13.50/hr	Camp Coordinator \$15.00/hr	NCS	Non-Ex	September 4, 2025

Agenda Action Form

Paducah City Commission

Meeting Date: September 2, 2025

Short Title: Approve MOA for incentives for 1541 Olivet Church Road - **J. FOWLER-SOMMER**

Category: Municipal Order

Staff Work By: Joshua P. Fowler-Sommer

Presentation By: Joshua P. Fowler-Sommer

Background Information: Mr. and Mrs. Hack has requested consensual annexation into the City of Paducah for 1541 Olivet Church Road, which contains a real estate office. Said annexation was approved on August 26, 2025. This MO is to enact the garbage pick-up and property tax incentives.

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

If yes, please list the Commission Priority: Growth

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. MO - Annexation incentives – 1541 Olivet Church Road
2. Revised Hack

MUNICIPAL ORDER NO. _____

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

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

WHEREAS, the Board of Commissioners approved Ordinance No. 2025-08-8850 to approve the consensual annexation of 1541 Olivet Church Road at the request of Darren and Kelly Hack and Dustin Hawkins; and

WHEREAS, Darren and Kelly Hack wish to take part in the incentives offered by the City of Paducah.

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

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 2, 2025
Recorded by Lindsay Parish, City Clerk, September 2, 2025
\\mo\Annexation incentives – 1541 Olivet Church Road

EXHIBIT "A"

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered into this 2nd day of September, 2025, by and between the City of Paducah, Kentucky, 300 South 5th Street Paducah, KY 42003, (hereafter referred to as "City"), and Mr. Darren Hack & Mrs. Kelly Hack, 1541 Olivet Church Road, Paducah, KY 42001, (hereafter referred to as "Property Owners"). City and Property Owners are each a "Party" and collectively the "Parties".

RECITALS

WHEREAS, the Property Owners are the owner of a certain tract of real property consisting of approximately .47 acres, more or less, which is located at 1541 Olivet Church Road, Paducah, KY; and

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

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

WHEREAS, the Property Owners wish to voluntarily participate in the City annexation incentive program; and

WHEREAS, the social and economic well being of the City is directly related to, and in many respects dependent upon; the growth of the City and its tax revenue base through annexation of contiguous territories. In order to meet various capital needs, especially in the area of public safety, provide and maintain infrastructure and other public facilities, promote economic development, and continue to provide affordable, quality municipal services to

taxpayers, the City deems it to be in its best interest to encourage and induce contiguous developments to become part of Paducah through consensual annexation, with all services, rights, privileges and other amenities appertaining thereto; and

WHEREAS, as an incentive to the Property Owners to incorporate the property into the City through consensual annexation, the Parties enter into an agreement by which the City will reimburse the Property Owners the total City of Paducah real estate property tax revenues collected over a designated five (5) year period.

WHEREAS, as an incentive to the Property Owners to incorporate the property into the City through consensual annexation, the Parties enter into an agreement by which the Property Owners will receive free basic sanitation service, not to exceed ten thousand (\$10,000) dollars-worth of basic sanitation service, over a designated one (1) year period.

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

SECTION 1. ANNEXATION: 1541 Olivet Church Road shall be annexed into the City pursuant to KRS 81A.412.

SECTION 2. PROPERTY TAX INCENTIVE:

(A) The City will reimburse the Property Owners the total City of Paducah real estate property tax revenues collected over a designated five (5) year period.

(B) The City of Paducah real estate property tax to be reimbursed shall be paid solely from real estate property tax revenues collected by the City over the defined period of five (5) years.

(C) It is understood that all reimbursements provided in this Agreement shall be made solely to the present Property Owners and not to any subsequent developer, purchasers, tenants or other interests, present or future. The Property Owners shall promptly inform the

City of Paducah Finance Department upon any change of address to which payments are to be sent.

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

(E) The City's maximum liability to the Property Owners for reimbursement shall not exceed the total verified sum of all City real estate property tax revenues collected over the designated five (5) year period.

(F) This Agreement shall commence upon its execution by both the Parties and the reimbursement term shall begin on September 3, 2025 for a period of five (5) years terminating on September 3, 2030. This Agreement shall remain in full force and effect for the duration of the designated time period. At the end of the reimbursement term, this provision of this Agreement shall be null and void.

SECTION 3. SANITATION INCENTIVE:

(A) The City will provide the property with free basic sanitation service, not to exceed ten thousand (\$10,000) dollars-worth of basic sanitation service, over a designated one (1) year period.

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

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

(D) It is agreed and understood that the City of Paducah Public Works Department will track the total dollar value of basic sanitation service rendered for the property. In the event the total dollar value exceeds ten thousand (\$10,000) dollars, regular sanitation service fees will be added to the Property Owner's monthly water bill beginning on the month next following when the ten thousand (\$10,000) dollars were exceeded.

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

(F) This Agreement shall commence upon its execution by both the Parties and the sanitation term shall begin retroactively on August 27, 2025 for a period of one (1) year terminating on August 27, 2026 unless the basic sanitation service exceeds ten thousand (\$10,000) dollars as stipulated herein. This Agreement shall remain in full force and effect for the duration of the designated time period. At the end of the sanitation service term, this provision of this Agreement shall be null and void.

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

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

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

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

CITY OF PADUCAH:

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

PROPERTY OWNERS:

Mr. Darren Hack and Mrs. Kelly Hack
1541 Olivet Church Road
Paducah, KY 42001

SECTION 6. AGREEMENT NULL AND VOID: This Agreement shall terminate, and otherwise become null and void, if the property described herein is not incorporated into the City by the Paducah Board of Commissioners or the Commonwealth of Kentucky through consensual annexation or, if for any reason, the property is de-annexed at any time.

SECTION 7. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements, promises, communications, representations; whether oral or written by any employee, officer

or representative of either Party hereto. There are no promises, representations, covenants, undertakings, restrictions or conditions other than those expressly set forth herein. Any subsequent amendment hereto shall be in writing and executed by authorized representatives of both Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto.

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

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

CITY OF PADUCAH:

By _____
George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Property Owners:

By  _____
Mr. Darren Hack & Mrs. Kelly Hack



Agenda Action Form

Paducah City Commission

Meeting Date: September 2, 2025

Short Title: Approve MOA for incentives for 6615 Blandville Road - **J. FOWLER-SOMMER**

Category: Municipal Order

Staff Work By: Joshua P. Fowler-Sommer

Presentation By: Joshua P. Fowler-Sommer

Background Information: Mr. Dustin Hawkins has requested consensual annexation into the City of Paducah for 6615 Blandville Road, which currently is a vacant lot. Said annexation was approved on August 26, 2025. This MO is to enact the garbage pick-up and property tax incentives.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. MO - Annexation incentives – 6615 Blandville Road
2. Revised Hawkins

MUNICIPAL ORDER NO. _____

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

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

WHEREAS, the Board of Commissioners approved Ordinance No. 2025-08-8850 to approve the consensual annexation of 6615 Blandville Road at the request of Darren and Kelly Hack and Dustin Hawkins; and

WHEREAS, Dustin Hawkins wishes to take part in the incentives offered by the City of Paducah.

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

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 2, 2025
Recorded by Lindsay Parish, City Clerk, September 2, 2025
\\mo\Annexation incentives – 6615 Blandville Road

EXHIBIT "A"

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered into this 2nd day of September, 2025, by and between the City of Paducah, Kentucky, 300 South 5th Street Paducah, KY 42003, (hereafter referred to as "City"), and Mr. Dustin Hawkins, P.O. Box 976, Mayfield, KY 42066, (hereafter referred to as "Property Owner"). City and Property Owner are each a "Party" and collectively the "Parties".

RECITALS

WHEREAS, the Property Owner is the owner of a certain tract of real property consisting of approximately .41 acres, more or less, which is located at 6615 Blandville Road, Paducah, KY; and

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

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

WHEREAS, the Property Owner wishes to voluntarily participate in the City annexation incentive program; and

WHEREAS, the social and economic well-being of the City is directly related to, and in many respects dependent upon; the growth of the City and its tax revenue base through annexation of contiguous territories. In order to meet various capital needs, especially in the area of public safety, provide and maintain infrastructure and other public facilities, promote economic development and continue to provide affordable, quality municipal services to

taxpayers, the City deems it to be in its best interest to encourage and induce contiguous developments to become part of Paducah through consensual annexation, with all services, rights, privileges and other amenities appertaining thereto; and

WHEREAS, as an incentive to the Property Owner to incorporate the property into the City through consensual annexation, the Parties enter into an agreement by which the City will reimburse the Property Owner the total City of Paducah real estate property tax revenues collected over a designated five (5) year period.

WHEREAS, as an incentive to the Property Owner to incorporate the property into the City through consensual annexation, the Parties enter into an agreement by which the Property Owner will receive free basic sanitation service, not to exceed ten thousand (\$10,000) dollars-worth of basic sanitation service, over a designated one (1) year period.

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

SECTION 1. ANNEXATION: 6615 Blandville Road shall be annexed into the City pursuant to KRS 81A.412.

SECTION 2. PROPERTY TAX INCENTIVE:

(A) The City will reimburse the Property Owner the total City of Paducah real estate property tax revenues collected over a designated five (5) year period.

(B) The City of Paducah real estate property tax to be reimbursed shall be paid solely from real estate property tax revenues collected by the City over the defined period of five (5) years.

(C) It is understood that all reimbursements provided in this Agreement shall be made solely to the present Property Owner and not to any subsequent developer, purchasers, tenants or other interests present or future. The Property Owner shall promptly inform the City

of Paducah Finance Department upon any change of address to which payments are to be sent.

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

(E) The City's maximum liability to the Property Owner for reimbursement shall not exceed the total verified sum of all City real estate property tax revenues collected over the designated five (5) year period.

(F) This Agreement shall commence upon its execution by both the Parties and the reimbursement term shall begin on September 3, 2025 for a period of five (5) years terminating on September 3, 2030. This Agreement shall remain in full force and effect for the duration of the designated time period. At the end of the reimbursement term, this provision of this Agreement shall be null and void.

SECTION 3. SANITATION INCENTIVE:

(A) The City will provide the property with free basic sanitation service, not to exceed ten thousand (\$10,000) dollars-worth of basic sanitation service, over a designated one (1) year period. This one (1) year time period may begin after the issuance of a Certificate of Occupancy for any building(s) constructed on the property. The one (1) year time frame shall only be applicable to any initial building(s) constructed on the property and not to any new buildings constructed thereafter.

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

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

(D) It is agreed and understood that the City of Paducah Public Works Department will track the total dollar value of basic sanitation service rendered for the property. In the event the total dollar value exceeds ten thousand (\$10,000) dollars, regular sanitation service fees will be added to the Property Owner's monthly water bill beginning on the month next following when the ten thousand (\$10,000) dollars were exceeded.

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

(F) It is agreed and understood that the Property Owner shall notify the City in sufficient time to coordinate with the Public Works Department when to start said one (1) year time frame.

(G) This Agreement shall commence upon its execution by both the Parties and the sanitation term shall begin as agreed when the City of Paducah is notified to commence the one (1) year time frame. This Agreement shall remain in full force and effect for the duration of

the designated time period. At the end of the sanitation service term, this provision of this Agreement shall be null and void.

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

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

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

CITY OF PADUCAH:

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

PROPERTY OWNER:

Dustin Hawkins
P.O. Box 976
Mayfield, KY 42066

SECTION 6. AGREEMENT NULL AND VOID: This Agreement shall terminate, and otherwise become null and void, if the property described herein is not incorporated into the

City by the Paducah Board of Commissioners or the Commonwealth of Kentucky through consensual annexation or, if for any reason, the property is de-annexed at any time.

SECTION 7. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements, promises, communications, representations; whether oral or written, by any employee, officer or representative of either Party hereto. There are no promises, representations, covenants, undertakings, restrictions or conditions other than those expressly set forth herein. Any subsequent amendment hereto shall be in writing and executed by authorized representatives of both Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto.

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

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

CITY OF PADUCAH:

By _____
George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Property Owner:

By 
Mr. Dustin Hawkins

Agenda Action Form

Paducah City Commission

Meeting Date: September 2, 2025

Short Title: Authorize the Mayor to execute a contract for services with Reliable Electric LLC for the installation of new lighting in Dolly McNutt Plaza - **A. CLARK**

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: On May 3, 2025, the City released a Request for Proposals for new lighting in Dolly McNutt Plaza with a bid opening date of May 22, 2025. One bid was received. The City rejected all bids in compliance with Paducah Code of Ordinances Section 2-650(e) and 2-651 and issued a written determination that the proposed costs were over the allocated budgeted amount.

On June 25, the City re-released a Request for Proposals for new lighting in Dolly McNutt Plaza with a bid opening date of July 10, 2025. One bid was received. The City rejected all bids in compliance with Paducah Code of Ordinances Section 2-650(e) and 2-651 and issued a written determination to enter into competitive negotiations with the single bidder per KRS 45A.370(1)(c) with the intention of negotiating a lower price that is within budgetary constraints.

Authorize the Mayor to execute a contract with Reliable Electric, LLC in an amount not to exceed \$58,980.00 for new lighting in Dolly McNutt Plaza. Work is scheduled to be completed on or before October 31, 2025.

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

If yes, please list the Commission Priority: Facility Improvements

Communications Plan:

Funds Available: Account Name: Dolly McNutt Lighting Project

Account Number: PA0136

Staff Recommendation: Approve

Attachments:

1. MO - contract with Reliable Electric, LLC – Dolly McNutt lighting project
2. Dolly McNutt Signed Contract

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF RELIABLE ELECTRIC, LLC IN AMOUNT NOT TO EXCEED \$58,980 FOR NEW LIGHTING IN DOLLY MCNUTT PLAZA AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, on May 3, 2025, a Request For Proposals was issued for new lighting in Dolly McNutt Plaza, with a bid opening date of May 22, 2025; and

WHEREAS, one bid was received. However, the City rejected all bids in compliance with Paducah Code of Ordinances Section 2-650(e) and 2-651, and issued a written determination that the proposed costs were over the allocated budget; and

WHEREAS, on June 25, 2025, the City re-released a Request For Proposals, with a bid opening date of July 10, 2025. Again, one bid was received. The City rejected all bids in compliance with Paducah Code of Ordinances Section 2-650(e) and 2-651, and issued a written determination to enter into competitive negotiations with the single bidder per KRS 45A.370(1)(c), with the intention of negotiating a lower price that is within budget constraints; and

WHEREAS, Reliable Electric LLC and the City of Paducah reached an agreement for the installation of new lighting in Dolly McNutt Plaza, for an amount not to exceed \$58,980.

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

SECTION 1. The Mayor is hereby authorized to execute a contract with Reliable Electric LLC in an amount not to exceed \$58,980, for installation of new lighting in Dolly McNutt Plaza.

SECTION 2. This purchase shall be charged to the Dolly McNutt Lighting Project, Account Number PA 0136.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
\mo\contract with Reliable Electric, LLC – Dolly McNutt lighting project

AGREEMENT FOR LIGHTING REPAIR AND REPLACEMENT

THIS AGREEMENT FOR NEW LIGHTING AT DOLLY MCNUTT PLAZA (hereafter the "Agreement") is hereby effective this 25 day of August, 2025 by and between **RELIABLE ELECTRIC, LLC** (hereinafter referred to as "Contractor"), and the **CITY OF PADUCAH, KENTUCKY** (hereinafter referred to as "City") (collectively referred to as "Parties") agree as follows:

WHEREAS, the City desires to replace existing outdoor lighting in Dolly McNutt Plaza utilizing existing conduit and light poles where available; and

WHEREAS, Contractor submitted a bid proposal in response to the City's Request for Proposals; and

WHEREAS, City entered into competitive negotiations with the Contractor; and

WHEREAS, the Parties have come to mutually agree to the terms specified herein.

NOW THEREFORE, for and in consideration of the foregoing, the undertakings of the Parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

Section 1. Scope of Work

1.1 Work.

Contractor agrees to provide all necessary labor, professional services, supervision, materials, tools, accessories, equipment, permits, fees, testing, inspections, certifications, transportation, disposal, permitting, fencing and utilities necessary to complete the Project and remove and lawfully dispose of all debris associated with the Project to the satisfaction of the City and all applicable governmental authorities or officials having jurisdiction over the Project.

1.2 Scope of Work. The specific work to be performed under this Agreement includes the following:

- 1.** Review Site Conditions and Discovery
 - a.** Verify condition of 2 poles in City storage for reuse
 - b.** Verify circuit has grounded conductor and restore power to one pole foundation where pole is missing.
- 2.** Work to be completed
 - a.** Remove and dispose of 56 existing light heads.
 - b.** Install 2 light poles where pole foundations are present with no light poles. Poles provided by the City, if determined to be in good condition. New poles if those are not able to be reused.
 - c.** Provide and install 36 new Top Mounted LED post light fixtures with selectable Lumens and Wattage.
 - d.** Provide and install 36 new pole adapters for light heads.
 - e.** Terminate 36 light fixtures.
 - f.** Sawcut approximately 40' x 20" of concrete, as necessary, to run new circuit and restore power to existing pole that is not operational.

- g. Replace concrete with similar decorative concrete as located throughout the plaza location.
- h. Insure all poles are grounded and wiring meets current KY State Building Code Requirements.
- i. Acquire and provide all necessary permits and coordinate required inspections, as applicable.
- j. Provide for and test all equipment to ensure proper operations.

1.3 Workmanlike Manner and Compliance with Laws.

Contractor shall complete the Work in a good and workmanlike manner in accordance with the terms of this Agreement and generally accepted construction practices adopted by firms performing services of a similar nature of work. Contractor shall comply with all applicable federal, state and municipal laws, codes, ordinances, rules and regulations.

1.4 General Requirements.

Subject to additional requirements as set forth herein, Contractor shall perform the following duties in connection with the work:

1. **Utilities.** Contractor shall contact all relevant utilities to 1) insure that service had been disconnected; 2) to determine the location of any underground utilities located at the site, and 3) to properly cap off all utilities as appropriate with all applicable legal requirements.
2. **Disposal of Materials.** Asbestos, polychlorinated bi-phenyls and other hazardous materials, if any, shall be removed and disposed of in a properly licensed facility in accordance with all applicable environmental laws or other state or federal requirements. Contractor shall promptly provide all original waste manifests and other evidence of proper disposal following removal of any hazardous waste from the site. All activities in the demolition process shall comply with all state and federal environmental laws and regulations.

1.5 Safety.

Contractor further agrees that it will, during the performance of the Work, take proper precautions to prevent injury or damages to persons or property, including without limitation providing, erecting, and maintaining all reasonable, necessary, or required safety devices for its employees and flagmen, erecting proper barricades and other safeguards around its Work, and posting danger signs and other warning devices where warranted by the nature of the existing condition of the Work. In any event, Contractor shall promptly and properly replace any safety devices provided by others or Contractor and which are disturbed by Contractor's operations or forces hereunder. Contractor shall take all necessary steps to protect and secure its Work, materials, tools, scaffolding, equipment, buildings, trailers, and work shacks from vandalism, theft, and fire damage and City shall not be responsible for losses or damages to such items. Contractor shall be responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the performance of its Work hereunder. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all Contractor's employees on the Project and all other persons on or near the Project Site who may be affected by Contractor's operations; (ii) all the Work and all materials and equipment used in connection with the performance of the Work, whether on or off-site,

under the care, custody, or control of Contractor or any of Contractor's Subcontractors; and (iii) other property at the site or adjacent thereto; When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel and in accordance with all applicable Legal Requirements. Contractor shall properly remedy all damage or loss to any property referred to herein caused in whole or in part by Contractor, any of its Subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and for which Contractor is responsible hereunder. The foregoing obligation is in addition to Contractor's indemnification obligations set forth elsewhere herein. City will not in any manner be answerable or accountable for any loss or damage that shall or may happen to the work or any part or parts thereof respectively or for any of the equipment, materials or other things used and employed in finishing and completing the Work, or for injury to any person or persons, either workers or the public, or for damage to property.

Section 2. Conducting and Supervising Work.

2.1. **Means, Methods, and Techniques.** Contractor shall use its best skill and attention in supervising and directing the work and shall have full control over and sole responsibility for the means, methods, techniques, sequences and procedures of the work and shall coordinate the work with any other work being done by City or City's separate contractors. Contractor shall be responsible for worksite safety, but shall at all times comply with any safety rules or programs maintained by City at the Site. Contractor shall be responsible for all acts and omissions of Contractor's employees, agents, subcontractors, licensees and invitees at the jobsite or elsewhere while acting in connection with the Project. Neither City nor City's employees or agents shall be responsible for Contractor's (a) means, methods, or techniques; (b) safety precautions or programs; (c) acts or omissions; or (d) failure to carry out the work in accordance with the Agreement, applicable environmental laws or other legal requirements.

2.2. **Jobsite Order.** Contractor shall maintain good order at the jobsite at all times and shall not permit unqualified personnel to work on the Project. Contractor shall not permit the use of drugs or alcohol by its employees or those of its subcontractors on the site and shall immediately remove from the Site any such person under the influence of drugs or alcohol.

2.3. **Subcontractors.** Contractor shall supply to City a list of any subcontractors to whom Contractor expects to perform work valued in excess of \$5,000.00. Each such subcontract shall: (a) require that such work be performed in accordance with the requirements of this Agreement; (b) require the subcontractor to carry and maintain liability insurance in an amount not less than those set forth in this Agreement and to furnish a certificate of such insurance naming City as additional insureds prior to entry on the site.

Section 3. Contract Sum.

3.1. **Amount.** For all work required under this Agreement, City agrees to pay Contractor in an amount not to exceed \$58,980.00, except as may be modified by a Contract Modification or Change Directive. To the extent any conflict exists between this Agreement and the quote, the terms of this Agreement shall prevail.

3.2. **Amount Changed only by Contract Modification.** Notwithstanding anything to the contrary contained in this Agreement, it is the specific intent of the City and of Contractor that the Contract Sum may not, under any circumstances, be increased, other than by a written Contract

Modification signed by authorized representatives of both the City and Contractor or by Change Directive.

3.3. **Amounts Outside of Contract Sum.** Contractor agrees that it will not perform any work outside the scope of this Agreement prior to receipt of a signed Contract Modification or Change Directive from the City. Any such additional work performed without a Contract Modification or Change Directive shall not be subject to reimbursement by the City. Contractor will be solely responsible for all its costs and expenses incurred in connection with this Contract that are not specifically provided for herein or in a written Contract Modification or Change Directive. This provision is of the highest importance to the City and the City would not have entered into this Agreement absent this provision.

3.4. **Changes in the Work.**

1. A "Contract Modification" is a written agreement signed by the City and Contractor stating their agreement upon a change in the work and the amount of the adjustment of the Contract Sum, if any.
2. A "Change Directive" is a written order prepared by the City directing a change in the work and stating a proposed basis for adjustment, if any, in the Contract Sum. The City may by Change Directive, without invalidating this Agreement, order changes in the work within the general scope of the contract documents consisting of additions, deletions or other revisions, with the Contract Sum being adjusted accordingly. A Change Directive shall be used in the absence of total agreement on the terms of a Contract Modification.
3. Changes in the work may be accomplished after execution of this Agreement, and without invalidating this Agreement, by Contract Modification or Change Directive, subject to the limitations stated in this Section 3.4 and elsewhere in the contract documents. A Contract Modification shall be based upon agreement among Owner and Contractor. A Change Directive issued by the City may or may not be agreed to by Contractor, however Contractor shall perform the changes in the work under applicable provisions of the Contract Documents, and Contractor shall proceed promptly to perform all such changes in the Work (including, without limitation, under a Change Directive whether or not agreed to by Contractor) even if Contractor does not sign the Change Directive.
4. A Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in the Contract Sum and/or Contract Time or the method for determining same. Such agreement shall be effective immediately and shall be recorded as a Contract Modification.
5. No more than 10% profit and overhead will be allowed on any Contract Modification.

3.5. **Payment of the Contract Sum.** Upon completion of the Work, Contractor shall submit to City at the address listed herein, an invoice. Invoice may be electronically sent to aclark@paducahky.gov and shall include a breakdown of all costs incurred. City shall make payment to Contractor no later than thirty (30) days after City's receipt of Contractor's invoice.

The Project will be considered complete when the Owner approves final inspection and the Project is otherwise suitable for intended use. At that time, Contractor shall provide City with:

1. An affidavit or final waiver of lien, in such form as the City may request, certifying payment of its subcontractors, laborers, suppliers and materialmen;
2. Releases and/or final waivers of the subcontractors or materialmen of Contractor of liens arising out of or in connection with performance of the Work as Owner may request; and
3. A release by Contractor of all claims against Owner arising out of the Contract Documents and/or performance of the Work.

3.6. **Effect of Final Payment.** The payment by the City shall not affect or impair the City's rights with respect to any defect in or nonconforming Work or any other breach or right or remedy under the Agreement or the law.

3.7 **Inspections.** Prior to making the payment, the City (individually or through its structural engineer or other consultants) shall have the right, but not the obligation, to conduct inspections of the work to determine the level of completion of the work, the quality thereof and the compliance of the work with the Agreement and all applicable codes, ordinances, regulations or other legal requirements. Should the City elect to retain a consultant for such inspections, such consultant shall have the authority, in the consultant's sole discretion, to reject all nonconforming work and to make recommendations to the City regarding the acceptance or rejection of any work.

3.8. **Withholding Payments.** Payments may be withheld by the City for any of the following reasons:

- A. Contractor fails to correct defective or non-conforming work;
- B. Claims or liens have been filed or threatened;
- C. Contractor has failed to make timely and adequate payments to subcontractors or others;
- D. Contractor has failed to carry out the work in accordance with this Agreement;
- E. The City incurs costs and expenses to cancel or discharge the lien of a subcontractor, laborer or materialman of Contractor; and
- F. The Contractor defaults in its obligations under this Agreement.

Section 3.9. **No Liens.**

Contractor agrees that any monies it shall receive in payment for work performed under this Contract, other than the portion of such payments being a part of Contractor's fee for services rendered under this Contract and remaining after payment in full of all expenses associated with the Work, shall be received in trust and used to discharge its financial obligations with respect to such work. Contractor further agrees that it will not file or cause to be filed any mechanic's lien for labor performed or to be performed unless the City fails to pay in accordance with the Agreement. Contractor further agrees that if any subcontractor holding a subcontract from it or any materialman supplying materials to it or anyone claiming by or through it or any such

subcontractor or materialman shall file or cause to be filed any lien, Contractor will, upon notice from the City, cause such lien to be canceled and discharged within 15 calendar days from such notice; and in the event of Contractor's failure to do so, City shall have the right to cause such lien to be canceled and discharged, and in that event any expense so incurred by the City, including the premiums upon any bond furnished for such cancellation and discharge and reasonable attorneys' fees and disbursements, shall be paid by Contractor, or at the option of the City, shall be deducted from any payment then due or thereafter becoming due from the City to Contractor.

Section 4. Schedule

All parties agree and understand that time is of the essence in the completion of all work for the Project. Contractor shall immediately commence performance of the Work upon receipt of a signed copy of this Agreement. Contractor shall use its good faith efforts to complete this project as rapidly as reasonably possible, while ensuring the safety of its employees and the general public. Contractor agrees to perform the Work on a continuous full-time basis from the date work is commenced to the date it is complete. Contractor shall supply adequate manpower and resources necessary to complete the Project in a timely manner. Contractor agrees to complete the Project by **no later than October 31, 2025**.

Section 5. Indemnification

5.1. **Indemnification**. To the fullest extent permitted by applicable law, Contractor shall defend, indemnify and hold harmless the City and its Board of Commissioners, officials, employees or agents (collectively, the "City Indemnified Persons"), and individually, a "City Indemnified Person" from and against:

1. All claims, damages, losses and expenses, including attorneys' and consultants' fees, arising out of the failure, in whole or in part, directly or indirectly, of Contractor, any subcontractor, or material or equipment supplier, or anyone directly or indirectly employed by them and all other persons for whom Contractor may be legally liable to comply with applicable environmental laws or the release or disturbance of hazardous materials by the Contractor or those under its control. Contractor hereby agrees to indemnify, defend and hold all City Indemnified Persons harmless from and against any and all costs, penalties, fines, remediation expenses, accountants', experts' and attorneys' fees and costs of litigation in the event of any allegation of improper disposal of hazardous materials by Contractor or any subcontractor in connection with this Agreement.
2. All claims, damages, losses, expenses, liabilities and judgments which may be made, asserted or entered against the City or any other City Indemnified Person (including attorneys', consultants' and experts' fees), which arise from, are incident to, grow out of or are connected with bodily injuries to any person, (including employees of Contractor or employees of any subcontractor), or damage to any property, caused in whole or in part by Contractor or any other subcontractor of Contractor (except to the extent caused by the sole negligence of any City Indemnified Person). Contractor hereby waives any immunity provided for by the applicable workers compensation laws so that this indemnity may be enforced against Contractor for any action against any City Indemnified Person by any employee or alleged employee of Contractor or subcontractor.

3. Any and all liability imposed by reason of Contractor's or any subcontractor's actual or asserted violation of laws, regulations, ordinances, or other rules of government or any quasi-governmental body or agency, including but not limited to, OSHA, or any other federal or state agency.

Section 6. Insurance. Contractor as well as any subcontractor shall maintain at all times, the following insurance. Contractor shall provide certificates of insurance to the City prior to commencing work.

1. Commercial General Liability with limits of no less than the following: \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 product-completed operations aggregate limit, \$1,000,000 personal and advertising injury limit, \$100,000 damage to premises rented to you limit, \$10,000 medical expense limit.
2. Business Automobile Liability with limits of no less than \$1,000,000.
3. Professional Liability with limits of \$1,000,000.
4. Workers Compensation with the statutory limits.
5. With the exception of the workers compensation policy, Contractor shall name the City as an additional insured on all policies of insurance. In the event an insurance carrier refuses to add the City as an additional insured, Contractor shall immediately notify the City.

Section 7. **Termination**

7.1. **Termination for Cause.** City may terminate this contract if Contractor fails to perform its contractual duties. If Contractor is determined to be in default, City shall notify Contractor in writing and may either 1) terminate the contract immediately or 2) set a date by which Contractor shall cure the identified deficiencies. City may proceed with termination if Contractor fails to cure the deficiencies within the specified time. A default in performance by Contractor for which a contract may be terminated shall include, but not be limited to:

1. Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
2. Failure to diligently advance the work under a contract for services;
3. The filing of a bankruptcy petition by or against Contractor; or
4. Actions that endanger the health, safety or welfare of City or its citizens.

In the event that, during the terms of this Contract, funds are not appropriated for the payment of the City's obligations hereunder, the City's rights and obligations herein shall terminate on the last day for which an appropriation has been made.

7.2. **At Will Termination.** Notwithstanding the above provisions, the City may terminate this contract at will in accordance with the law upon providing thirty (30) days

written notice of that intent. Payment for services or goods received prior to termination shall be made by the City, so long as those goods or services were provided in a manner acceptable to the City. Payment for those goods and services shall not be unreasonably withheld.

Section 8. Default.

8.1. **Events of Default.** Each of the following circumstances shall constitute an “Event of Default:”

1. Contractor institutes a proceeding in bankruptcy or a receiver is appointed or seeks a corporate reorganization or is unable to pay its debts when due;
2. Contractor fails to perform any material obligation under this Agreement and such failure continues or has not been remedied and/or the effects of such failure have not been remedied, in each case, for more than three (3) days after notice by the City to Contractor.
3. Contractor abandons performance of the Work and such abandonment is not cured within three (3) days after first written notice is provided.
4. Contractor breaches any applicable environmental laws or regulations and such breach is not cured within three (3) days written notice.
5. Contractor fails to obtain or maintain, in full force and effect, any insurance required under this Agreement.

8.2. **Payment Obligations.** If City terminates this Agreement as a result of an Event of Default, the City is not obligated to make any further payments to Contractor until the Work that remained outstanding on the date of termination has been completed by or on behalf of the City. Any payment to Contractor shall be subject to the City’s right to set off from such amount owed the Contractor from the costs incurred by the City to complete the Contractor’s unfinished Work and/or any other losses incurred as a result of Contractor’s default.

Section 9. Discrimination

9.1. **Equal Opportunity.** City is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. City is also committed to employing only United States citizens and aliens who are authorized to work in the United States. City complies with the Immigration Reform and Control Act of 1986. Therefore, Contractor must demonstrate to the satisfaction of City that it also conforms to all Federal, state, and local equal opportunity statutes. Further, Contractor will reimburse the City for any damages incurred due to any violation of the above mentioned statutes by Contractor.

9.2. **Discrimination.** Contractor agrees that in the performance of this agreement with the City, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap, sex, sexual orientation or gender identity and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid

provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. Contractor agrees to post thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. Contractor further agrees to insert the foregoing provision in all sub- contracts hereunder.

Section 10. Miscellaneous.

10.1. **Governing Law.** The validity of this Agreement, its interpretation and performance shall be governed exclusively by the laws of the Commonwealth of Kentucky.

10.2. **Venue.** The Parties hereby agree that any legal action relating to this Agreement shall be filed in the State Courts located in McCracken County, Kentucky.

10.3. **Prevailing Attorney fees.** In the event of a dispute, the prevailing party shall have the right to recover from the other party its costs and expenses incurred by reason of the dispute, including attorney's fees.

10.4. **Entire Agreement.** This Agreement, including any exhibits, contains the entire agreement by and between the City and Contractor pertaining to the subject matter of this Agreement and fully supersedes all prior contracts and understandings between the City and Contractor pertaining to such transaction. Any modifications shall be made in writing and with the mutual consent of the Parties.

10.5. **Severability.** Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the services hereunder and the termination of this Agreement.

10.6. **Non-Waiver.** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted shall not constitute a waiver of such provision or such right thereafter to enforce any or all of the provisions of this Agreement.

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

IN WITNESS WHEREOF, the parties have, through their authorized representatives, executed this Construction Services Agreement as of the date first written above.

RELIABLE ELECTRIC, LLC

CITY OF PADUCAH, KENTUCKY

By 

By _____

Printed Name JD Brown

Printed Name _____

Date 8-25-25 (Title) Owner

Date _____ (Title) _____

Agenda Action Form Paducah City Commission

Meeting Date: September 2, 2025

Short Title: Authorize updates to MO #3022 Schedule of Fees for Oak Grove Cemetery - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie Clark
Presentation By: Amie Clark

Background Information: Authorize updates to MO #3022 Schedule of Fees for Oak Grove Cemetery and Mausoleum as follows:

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AMENDING MUNICIPAL ORDER NO. 3022 “A SCHEDULE OF FEES FOR OAK GROVE CEMETERY AND MAUSOLEUM” PURSUANT TO CHAPTER 26, CEMETERIES, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCY:

SECTION 1. By Municipal Order the Board of Commissioners of the City of Paducah hereby adopts a schedule of fees, as set out below, for Oak Grove Cemetery and Mausoleum, pursuant to the Code of Ordinances of the City of Paducah, Kentucky, Chapter 26, Cemeteries.

Oak Grove Grave Lots Fee

Single Lot (4' x 8')	\$550/lot
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West Kentucky Mausoleum Crypts

Ground Tier	\$6,000.00
2 nd Tier	\$6,500.00
3 rd Tier	\$6,500.00
4 th Tier	\$6,000.00
5 th Tier	\$6,000.00
Alcove	\$7,500.00

Burial Services

Weekday Burials

Mausoleum Bldg Opening/Closing	\$1000.00
Memorial Services (No interment)	\$250.00
<u>Cremains or Full Interment</u>	\$175.00

Saturday Burials

Mausoleum Bldg <u>Interment</u>	\$1500.00
Memorial Service (No interment)	\$450.00
<u>Cremains Interment</u>	\$375.00
<u>Full Interment</u>	\$250.00

Late Fees

Services scheduled Monday – <u>Saturday</u> , concluding after 2:00pm	\$300.00
Services scheduled without 72 – hour notice requirement	\$300.00

Holidays

Services will not be offered on Sundays.

Services will not be offered on the first Saturday of December due to the City’s Annual Christmas Parade.

Services will not be offered on recognized holidays as follows:

New Year’s Day, Martin Luther King Day, President’s Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve.

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

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

Attachments:

1. MO - Oak Grove Cemetery Schedule of Fees 090225

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AMENDING MUNICIPAL ORDER NO. 3022 “A SCHEDULE OF FEES FOR OAK GROVE CEMETERY AND MAUSOLEUM” PURSUANT TO CHAPTER 26, CEMETERIES, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCY:

SECTION 1. By Municipal Order the Board of Commissioners of the City of Paducah hereby adopts a schedule of fees, as set out below, for Oak Grove Cemetery and Mausoleum, pursuant to the Code of Ordinances of the City of Paducah, Kentucky, Chapter 26, Cemeteries.

Oak Grove Grave Lots

Fee

Single Lot (4' x 8') \$550/lot

West Kentucky Mausoleum Crypts

Ground Tier	\$6,000.00
2 nd Tier	\$6,500.00
3 rd Tier	\$6,500.00
4 th Tier	\$6,000.00
5 th Tier	\$6,000.00
Alcove	\$7,500.00

Burial Services

Weekday Burials

Mausoleum Bldg Opening/Closing <u>Interment</u>	\$1000.00
Memorial Services (No interment)	\$250.00
<u>Cremaains or Full Interment</u>	<u>\$175.00</u>

Saturday Burials

Mausoleum Bldg Opening/Closing <u>Interment</u>	\$1500.00
Memorial Services (No interment)	\$450.00
<u>Cremaains Interment</u>	\$375.00
<u>Full Interment</u>	\$250.00

Late Fees

Services scheduled Monday – <u>Saturday</u> , concluding after 2:00pm	\$300.00
Services scheduled without 72 – hour notice requirement	\$300.00

Holidays

Services will not be offered on Sundays.

Services will not be offered on the first Saturday of December due to the City's Annual Christmas Parade.

Services will not be offered on recognized holidays as follows:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve.

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, September 2, 2025
Recorded by Lindsay Parish, City Clerk, September 2, 2025
mo\ Oak Grove Cemetery Fees 8-2025

Municipal Order Created by Amie Clark

Agenda Action Form Paducah City Commission

Meeting Date: September 2, 2025

Short Title: Authorize the Application and Acceptance of a United States Tennis Association Grant in the Amount of \$2,000 - **A. CLARK**

Category: Municipal Order

Staff Work By: Amie
Clark, Hope Reasons
Presentation By: Amie
Clark

Background Information: This USTA Southern Parks and Recreation Grant provides Parks and Recreation Departments with the resources they need to create tennis programs, making the sport more accessible to their communities. The Parks and Recreation Department is requesting \$2,000 to provide an Adaptive Tennis program for youth and adults in Paducah and surrounding areas in the spring and fall of 2026. Funding will be used for marketing, supplies, and staff time. No matching funds are required for the grant.

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the application and acceptance of the USTA Grant and for the Mayor to sign all documentation related to same.

Attachments:

1. MO - application & award-United States Tennis Association 2025

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A USTA SOUTHERN PARKS AND RECREATION GRANT THROUGH THE UNITED STATES TENNIS ASSOCIATION (USTA) IN THE AMOUNT OF \$2,000 TO PROVIDE AN ADAPTIVE TENNIS PROGRAM FOR YOUTH AND ADULTS IN PADUCAH AND SURROUNDING AREAS IN THE SPRING AND FALL OF 2026, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application for a grant through the United States Tennis Association (USTA) Southern Parks and Recreation Department. This grant is in the amount of Two Thousand Dollars (\$2,000), and will be used to provide an Adaptive Tennis program for youth and adults in Paducah and surrounding areas in the spring and fall of 2026. Funding will be used for marketing, supplies and staff time.

SECTION 2. That the City of Paducah hereby accepts all grant funds awarded through the United States Tennis Association (USTA). No local match is required.

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, September 2, 2025
Recorded by Lindsay Parish, City Clerk, September 2, 2025
MO\grants\application & award-United States Tennis Association 2025

Agenda Action Form

Paducah City Commission

Meeting Date: September 2, 2025

Short Title: Authorize the Purchase of Structural Firefighting Gear for the Fire Department - **S. KYLE**

Category: Municipal Order

Staff Work By: Steve
Kyle, David Denton
Presentation By: Steve
Kyle

Background Information: The Fire Department is purchasing structural firefighting gear (coats, pants, hoods) to maintain personal protective equipment that meets current standards. This purchase exceeds the procurement guidelines in place and requires commission approval for the disbursement above \$40,000. The gear is being purchased off of state contract number PCT-00626 for \$48,688.20 from Atlantic Emergency Solutions.

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: 1000 1802 540130

Staff Recommendation: Approve expenditure

Attachments:

1. MO - FD-structural firefighting gear

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF
STRUCTURAL FIREFIGHTING GEAR FOR THE FIRE DEPARTMENT IN
THE AMOUNT OF \$46,688.20, AND AUTHORIZING THE MAYOR TO
EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the Fire Department needs to purchase structural firefighting gear
(coats, pants and hoods) to maintain personal protective equipment that meets current standards;
and

WHEREAS, this gear is being purchased off State Contract Number PCT-00626
in the amount of \$48,688.20 from Atlantic Emergency Solutions.

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

SECTION 1. That the City of Paducah hereby authorizes the purchase of
structural firefighting gear (coats, pants and hoods), from Atlantic Emergency Solutions (State
Contract Number PCT-00626) in the amount of \$46,688.20, and authorizes the Mayor to
execute all documents related to same.

SECTION 2. This expenditure shall be charged to 10001802-540130.

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, September 2, 2025
Recorded by Lindsay Parish, City Clerk, September 2, 2025
\\mo\FD-structural firefighting gear

Agenda Action Form

Paducah City Commission

Meeting Date: September 2, 2025

Short Title: Authorization for Application and acceptance for a grant for a thermal imaging camera for the Fire Department - **S. KYLE**

Category: Municipal Order

Staff Work By: Steve
Kyle, David Denton
Presentation By: Steve
Kyle

Background Information: The fire department is requesting permission to apply for a no-match grant through the Kentucky Fire Commission for a thermal imaging camera. These cameras are used to search for victims in the fire environment, allowing the firefighter to see through the heat and smoke. We have camera systems but apply as grant funds are available to update those systems with current technology. The approximate cost of the camera is \$5,700.00.

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: Fire Hoses/Rescue Equipment

Account Number: 10001802-540130

Staff Recommendation: Approve application for grant

Attachments:

1. MO - app & award – Kentucky Fire Commission Thermal Imaging Grant FY2026

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A 2026 KENTUCKY FIRE COMMISSION GRANT IN THE AMOUNT OF \$5,700 FOR PURCHASE OF A THERMAL IMAGING CAMERA, ACCEPTING ANY GRANT FUNDS AWARDED BY THE KENTUCKY FIRE COMMISSION, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application to obtain a Kentucky Fire Commission Thermal Imaging Grant application in the amount of \$5,700. There is no match to this grant; however, the City must purchase the equipment and be reimbursed by the grant funds.

SECTION 2. That the City of Paducah hereby authorizes the acceptance of any and all grant funds awarded by the Kentucky Fire Commission and authorizes the Mayor to execute the Grant Agreement and all related documents.

SECTION 3. The initial purchase will be made from Fire Hoses/Rescue Equipment, Account No. 1000 1802 540130.

SECTION 4. This order will be in full force and effect from and after the date of its adoption.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 2, 2025
Recorded by Lindsay Parish, City Clerk, September 2, 2025
\\mo\grants\app & award – Kentucky Fire Commission Thermal Imaging Grant FY2026

Agenda Action Form

Paducah City Commission

Meeting Date: September 2, 2025

Short Title: Authorize a Contract with Paducah Alliance of Neighbors in an amount not to exceed \$100,000 -
C. GAULT

Category: Municipal Order

Staff Work
By: Carol Gault
Presentation
By: Carol Gault

Background Information: This action is for the approval a contract in the amount of \$100,000, for services beginning on July 1, 2024, and ending June 30, 2026 with Paducah Alliance of Neighbors. The contract is for various services related to providing support in the Southside Neighborhood Revitalization Program adopted on Aug. 12, 2025 by the Board of Commissioners.

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

If yes, please list the Commission Priority: Southside Revitalization

Communications Plan:

Funds Available: Account Name: Midtown Alliance

Account Number: 24000401 580680

Staff Recommendation:

Attachments:

1. MO - contract-Paducah Alliance of Neighbors 2025
2. Contract for Services 2025-2026

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH PADUCAH ALLIANCE OF NEIGHBORS, IN AN AMOUNT NOT TO EXCEED \$100,000 FOR SPECIFIC SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized and directed to execute a contract with the Paducah Alliance of Neighbors in an amount not to exceed \$100,000 for specific services for the Paducah area. This contract shall expire June 30, 2026.

SECTION 2. This expenditure shall be charged to the Midtown Alliance Account, Account No. 2400 0401 580680.

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, September 2, 2025
Recorded by Lindsay Parish, City Clerk, September 2, 2025
\\mo\contract-Paducah Alliance of Neighbors 2025

CONTRACT FOR SERVICES

This Contract for Services, effective this 22 day of July, 2025, by and between the **CITY OF PADUCAH** ("City") and the **PADUCAH ALLIANCE OF NEIGHBORS**.

WITNESSETH:

WHEREAS, the **PADUCAH ALLIANCE OF NEIGHBORS** strives to create strong neighbors and neighborhoods through education, community activities, and home rehabilitation within the City of Paducah;

WHEREAS, the **PADUCAH ALLIANCE OF NEIGHBORS** since its founding in 2008 as a 501(c)(3) non-profit organization has maintained close ties with the local community in which it serves and includes those neighbors on its Board of Directors;

WHEREAS, the **PADUCAH ALLIANCE OF NEIGHBORS** provides reentry opportunities for men from the local halfway house who perform community service work as well as the local Lifeline's addiction recovery program;

WHEREAS, the **PADUCAH ALLIANCE OF NEIGHBORS** agrees to allocate funding toward the hiring of administrative personnel for grant-writing assistance and other administrative duties. This administrative support will be responsible for identifying, preparing, and submitting applications for federal, state, and private grant opportunities;

WHEREAS, these grant applications will be to secure additional funding to support the development, construction, and renovation of affordable housing within the city;

WHEREAS, **PADUCAH ALLIANCE OF NEIGHBORS** shall make good faith efforts to apply for relevant grant programs and shall provide periodic updates to the City on progress made, grants submitted, and any awards received as a result of this assistance;

WHEREAS, the **PADUCAH ALLIANCE OF NEIGHBORS** in the past year has participated in discussions related to single-family and multi-family development of housing in the Southside program area and, has been an exceptional partner in the Southside Renovation project;

WHEREAS, the City of Paducah desires to help build the capacity of the **PADUCAH ALLIANCE OF NEIGHBORS** as a Community Housing Development Organization (CHDO) certified by the Commonwealth;

WHEREAS, safe and high-quality affordable housing is critically needed in Paducah; and

WHEREAS, the City of Paducah needs a reliable, locally-connected partner in providing affordable housing.

NOW THEREFORE, in consideration of the foregoing promises 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 July 1, 2024 to 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: OBJECTIVES AND SERVICES

To advance their capacity to fulfill the mission of providing safe and affordable housing in the City of Paducah, the PADUCAH ALLIANCE OF NEIGHBORS shall specifically:

- Hire and employ one full-time construction manager to handle the actual renovation and construction activities, and one full-time equivalent staff capable of fulfilling record management and financial accountability standards as outlined in 24 CFR 84.21, "Standards for Financial Management Systems";
- Provide assistances in the renovation, rehabilitation and construction of safe and affordable housing in the City of Paducah focusing on the needs of senior, disabled and low-income residents;
- Provide as needed emergency repairs and maintenance to city-owned properties in the Southside Revitalization project area as requested;
- Maintain their 501(c) tax-exempt status and maintain a record of good standing; and
- Continue to meet the KHC's eligibility requirements for a CHDO
- Apply for, secure funds, provide administration for various funding sources and provide copies of the funding agreements which could include Kentucky Housing Corp. Home Buyer Program, Kentucky Housing Corp. Home Repair Program, Carson Myer funding, Federal Home Loan Bank of Cincinnati and others as opportunity arises
- Promote and educate homeowners on the revitalization strategy of the Southside Revitalization Plan
- Provide education to all first-time home buyers (from your programs) on the importance of maintaining and budgeting including saving for home maintenance
- Ensure all vendors possess a City of Paducah Business License
- Provide homeowners assistance in applying for and securing all applicable tax credits
- Provide a copy of the most recent audit
- Complete a minimum of one (1) new homes per calendar year
- Complete a minimum of twenty (20) repairs per calendar year
- Prepare a year-end report detailing: impact to the community, investment, number of families assisted, money invested and funding sources, and volunteer hours logged

SECTION 4: PAYMENT

In consideration of the PADUCAH ALLIANCE OF NEIGHBORS meeting the objectives and services indicated in Section 3 and compliance with this Contract, the City shall pay the PADUCAH ALLIANCE OF NEIGHBORS an amount not to exceed ONE-HUNDRED THOUSAND DOLLARS (\$100,000) to be disbursed in two (2) installments. The first installment shall be on or after August 1, 2025; second installment any time after March 1, 2026 as long as all criteria has been met and proof has been submitted to the City of Paducah Planning Department. In the event that this contract for services is terminated, the City shall not be obligated to make any further payments. Failure to utilize the City's funding for the purposes outlined above may result in the City seeking reimbursement or other remedies as provided in the agreement.

SECTION 5: ACCOUNTING

- A. For payment under Section 4, the PADUCAH ALLIANCE OF NEIGHBORS shall supply documentation demonstrating the employment of requisite personnel, such as W-2 forms, an invoice with expenditures and shall supply an annual financial audit to the City.
- B. Further, the PADUCAH ALLIANCE OF NEIGHBORS shall provide a periodic summary of activities that meet the objectives and services prior to the installment dates indicated in Section 4.

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 the PADUCAH ALLIANCE OF NEIGHBORS 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 remedies provided in the law to seek reimbursement for all monies not properly accounted.

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

CITY OF PADUCAH

PADUCAH ALLIANCE OF NEIGHBORS

George Bray, Mayor

DocuSigned by:


 Leslie Haywood Moore, President



 SHARON POAT, EXECUTIVE DIRECTOR

Agenda Action Form

Paducah City Commission

Meeting Date: September 2, 2025

Short Title: Purchase of Two (2) Compact SUV's for the Paducah Parks Department - **C. YARBER**

Category: Municipal Order

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

Background Information: On August 14, 2025 sealed written bids were opened for the purchase of Two (2) Compact SUV's to be used by the Paducah Parks Department. One bid was received. Linwood Motors was the responsive and responsible bidder in accordance with the specifications with a bid of \$33,890.00 each for a total price of \$67,780.00. 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 Two (2) Compact SUV's for use by the Paducah Parks Department in accordance with the specifications in the total amount of \$67,780.00.

Attachments:

1. MO - parks SUV's
2. 00020 - Invitation to Bid
3. Spec pickup list
4. Bid Tab Two (2) Compact SUV's
5. LINWOOD BID
6. 00500 - Agreement proposed

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF LINWOOD MOTORS FOR SALE TO THE CITY OF PADUCAH TWO (2) COMPACT SUV'S FOR USE BY THE PADUCAH PARKS DEPARTMENT IN THE AMOUNT OF \$33,890 EACH, FOR A TOTAL OF \$67,780, 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 two (2) Compact SUV's at \$33,890 each for a total price of \$67,780, for use by the Paducah Parks Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Linwood Motors of August 14, 2025.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors for the purchase of two (2) Compact SUV's at \$33,890 each for a total price of \$67,780, for use by the Paducah Parks Department, 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.

SECTION 3. This purchase shall be charged to Rolling Stock/Vehicle Fleet Lease Trust Fund, 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, September 2, 2025
Recorded by Lindsay Parish, City Clerk, September 2, 2025
MO\parks SUV's

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **TWO (2) COMPACT SUV'S** for use by the **PARKS DEPARTMENT** on **Thursday, August 14, 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 Division 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.

PUBLIC WORKS DEPARTMENT

TWO (2) COMPACT SUV'S FOR USE BY THE PARKS DEPARTMENT

BID OPENING: Thursday, August 14, 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	4632 Cedar Ave Wilmington, NC 28403	910-805-9630		primervendor123@gmail.com via email 7/31/25 @ 9:18am ESC
2	Brush & Up-fitting	Jordan Perry	102 E Hwy 2792 Pine Knot, KY 42635	606-516-4799		jrperry433@gmail.com via email 7/31/25 @ 9:21am DSC
3	Linwood	Jake Brenningmeyer	3476 Park Ave Paducah, KY 42001	270-444-6901		jakebrenningmeyer@gmail.com via email 7/31/25 @ 9:22am ESC
4						
5						
6						
7						
8						
9						
10						

CITY OF PADUCAH, KENTUCKY

PUBLIC WORKS DEPARTMENT

Two (2) Compact SUV's - Parks

LOWEST EVALUATED BID

BID OPENING: 1:00 p.m. CST on August 14, 2025

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Linwood Jake Brenningmeyer 3345 Park Ave. Paducah, KY 42001	
Two (2) Compact SUV's - Parks	\$67,780.00	

Delivery Time	3-6 Months	
Manufacturer:	Jeep	

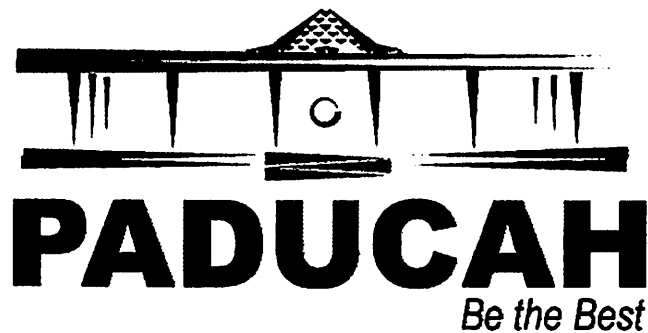
DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:

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

PUBLIC WORKS DEPARTMENT REQUEST FOR BIDS



SPECIFICATIONS FOR THE PURCHASE OF

TWO (2) COMPACT SUV'S

**FOR USE BY
PARKS**

JULY 2025

TABLE OF CONTENTS
TWO (2) COMPACT SUV'S
for use by
PARKS 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.....	1

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **TWO (2) COMPACT SUV'S** for use by the **PARKS DEPARTMENT** on **Thursday, August 14, 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 Division 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, August 7, 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 Two (2)
Compact SUV's
for use by the
PARKS DEPARTMENT**

Proposal of Linwood Morris
(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 **Two (2) Compact SUV's** for use by the **Parks 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.	Compact SUV's	2	Each	\$ <u>33,890</u>	\$ <u>67,780</u>

Proposed Body Manufacturer, Model and Year: 25/26 Jeep COMPASS

Proposed Delivery Time (days): 3-6 months

Location of the full service maintenance facility: 3345 PARK AVE

PARSONS 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: L2NWOOD Motors
BY: JACK BARRANZINI DATE: 8/11/25
TITLE: SALES MGR
ADDRESS: 3345 Park Ave
Paducah, KY 42001
PHONE: 444-6901 FAX: 442-2941
CELL PHONE: 997-2177 E-MAIL: JACKBARRANZINI@CMA2L.COM
FEDERAL TAXPAYER IDENTIFICATION NUMBER: 20-4850057
KENTUCKY TAXPAYER IDENTIFICATION NUMBER: 264242
CITY OF PADUCAH BUSINESS LICENSE NUMBER: 13284

**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.

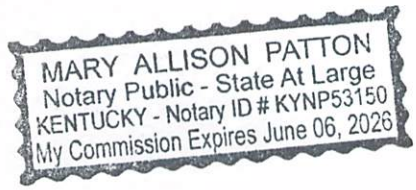
Signature: [Handwritten Signature]
Printed Name: JACK BOWMAN
Title: SALES MAN
Company: KENTUCKY MOTOR
Date: 8/11/25

STATE OF Kentucky)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged before me this 12th day of August, 2025, by Mary Patton, office manager (title) of Liswood Chrysler Dodge Hyundai LLC (Name of Company).

My commission expires: 06/06/2026.

[Handwritten Signature]
Notary Public, State at Large



SEAL

EVALUATION FORM

VEHICLE: TWO (2) Compact SUV's for use by Parks Department

DATE: _____

BIDDER: _____

Grading Criteria:

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 shall be the Owner's basis of the Bidder's Overall Score.

GRADING CRITERIA

NO.	CRITERIA ITEMS	WEIGHTED PERCENT	RATING VALUE (0-10)	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 TWO (2) Compact 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, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **TWO (2) Compact SUV's** to be used by Parks Departments in full compliance with the Bid Proposal Dated **August 14, 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: TWO (2) Compact SUV's or use by Parks Department

After consideration of all bids received for the above referenced **TWO (2) Compact SUV's**, you are hereby notified that your Bid dated August 14, 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: TWO (2) Compact SUV's

You are hereby notified to commence the necessary work in order to deliver the above mentioned **TWO (2) Compact SUV's** for use by **PARKS DEPARTMENTS** in full accordance with the Agreement dated _____, the Specifications, and any Addendums issued on or before **August 14, 2025**, and you are to deliver the Vehicles within _____ (xx) consecutive calendar days thereafter. Therefore, the required date of delivery of the **TWO (2) Compact 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: TWO (2) Compact SUV's
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 filed in writing with the other party to the contract documents and a copy shall be filed with the Public Works Director. 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 Public Works 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
- One (1) complete technical manual with schematics
- Manufacturer's Warranty Policy/Certificate and all guarantees
- Keys – Minimum of two (2) 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.

Two (2) 2025 or Newer Compact SUV
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)

Vehicle Make, Model and Year Proposed: 25/26 Jeep Compass 4x4

<u>SPECIFICATIONS</u>	<u>YES</u>	<u>NO</u>
1. 2025 or Newer Compact SUV	✓	
2. 4 cyl Engine	✓	
3. Automatic Transmission	✓	
4. Selectable Four Wheel Drive	✓	
5. Rear Window Defrost	✓	
6. 4 Door	✓	
7. Floor Mats	✓	
8. Tilt Steering	✓	
9. Rear Liftgate	✓	
10. White Exterior	✓	
11. Manufacturer Installed Air Conditioning	✓	
12. Whelen LED Light Bar, Green Flashing LED modules, white take-down & white alley lights, Full Width of Roof	✓	
13. 4-Function Switch Box to Control Light Bar	✓	
14. Manufacturer Installed AM/FM radio	✓	

LINWOOD MOTORS
 3345 PARK AVE
 PADUCAH, KY 420014039

Configuration Preview

Date Printed: 2025-08-12 3:18 PM VIN:
 Estimated Ship Date: VON:

Quantity: 1
 Status: BA - Pending order
 FAN 1: 00KDA City of Padu
 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 COMPASS LATITUDE 4X4 (MPJM74)

	Sales Code	Description	MSRP(USD)
Model:	MPJM74	COMPASS LATITUDE 4X4	28,170
Package:	29N	Customer Preferred Package 29N	1,995
	EC1	2.0L I4 DOHC DI Turbo Engine w/ ESS	0
	DGD	8-Speed Automatic 8F30 Transmission	0
Paint/Seat/Trlm:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*G7	Premium Cloth/Vinyl Bucket Seats	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	MDA	Front License Plate Bracket	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	166	Zone 66-Orlando	0
	4EA	Sold Vehicle	0
	4FA	Special Bid-Ineligible For Incentive	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB6066	Government Incentives	0
Discounts:	YGS	3 Additional Gallons of Gas	0
Destination Fees:			1,995

Total Price: 32,160

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

PSP Month/Week:
 Build Priority: 99

USA

Instructions:

\$ 33,890

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.

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
1190	08/11/2025

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Install (1) Whelen Lightbar on Jeep Compass			
NEW	Whelen Edge Lightbar	1	2,400.00	2,400.00
NEW	Whelen Switch Box	1	150.00	150.00
FREIGHT	Freight	1	50.00	50.00
4797 STOCK PARTS	Misc. Shop Materials	1	60.00	60.00
4795 LABOR SALES	Labor	6	90.00	540.00
	SUBTOTAL			3,200.00
	TAX			0.00
	TOTAL			\$3,200.00

Accepted By

Accepted Date

Standard Features - MPJM74-COMPASS LATITUDE 4X4

Code	Description
JKP	12V Auxiliary Power Outlet in IP
NF6	13.5 Gallon Fuel Tank
JCC	160 MPH Primary Speedometer
WVAJ	17X7.0 Aluminum Wheels
BA5	180 Amp Alternator
LBA	2 Ft O/Head Incandescent Map Lamps
CDX	2 Way Front Seat Headrest
GXD	2-Door Passive Entry, Frt Door Locks
EC1	2.0L I4 DOHC DI Turbo Engine w/ ESS
NZH	200HP Power Rating
TTU	225/60R17 BSW All Season Tires
DME	3.73 Final Drive Ratio
CSR	4 Passenger Assist Handles
RTQ	4G LTE Wi-Fi Hot Spot
MVD	4X4 Badge
NAS	50 State Emissions
RCG	6 Speakers
DGD	8-Speed Automatic 8F30 Transmission
RFL	8.4" Touchscreen Display
XNW	Active Lane Management System
BGG	Advanced Brake Assist
CG3	Advanced Multistage Front Air Bags
HAA	Air Conditioning
JMA	Air Filtration
XGA	Air Vents Center Console/Rear Seats
BNP	All Speed Traction Control
BR5	Anti-Lock 4-Wheel Disc Perf Brakes
RFP	Apple CarPlay
LMS	Auto High Beam Headlamp Control
LMG	Automatic Headlamps
DHD	AutoStick (R) Automatic Transmission
SDE	AWD Suspension
BCS	Battery Run Down Protection
CHE	Black Headliner
MAJ	Black MIC Grille w/Chrome Rings
MWE	Black Side Roof Rails
XAN	Blind Spot and Cross Path Detection
RTE	Bluetooth Handfree Phone and Audio
MNK	Body Color Door Handles
MCD	Body Color/Accent Fascias
MMP	Bright Day Light Opening Moldings
MVL	Bright Exterior Badges
XJM	Capless Fuel Fill w/o Discriminator

Standard Features - MPJM74-COMPASS LATITUDE 4X4

Code	Description
CKN	Cargo Compartment Carpet
LDB	Cargo Compartment Lamp
CKT	Cargo Tie Down Loops
X8S	Center Console Parts Module
CG6	Center Rear 3-Point Seat Belt
CGU	Child Seat Anchor System-LATCH Ready
JAL	Cluster 7.0" TFT Color Display
XCT	Coat Hooks
MST	Compass Badge
CM6	Console w/Sliding Armrest Fore/Aft
LMX	Daytime Running Lamp System
GEG	Deep Tint Sunscreen Glass
TBF	Delete Spare Tire
X82	Door Parts Module
X8J	Door Trim Panel Module
CSW	Driver Assist Handle
CDH	Driver Height Adjuster Seat
JVB	Driver Seat - Manual Adjust 6-Way
XNM	Drowsy Driver Detection
CGY	Drvr Inflatable Knee-Bolster Air Bag
JJB	DUAL NOTE ELECTROMECHANICAL HORNS
XC4	Electric Park Brake
SBL	Electric Power Steering
BNS	Electronic Roll Mitigation
BNB	Electronic Stability Control
NHJ	Exterior Mirrors w/Heating Element
LNP	Fog and Cornering Lamps
X9E	For Details, Visit DriveUconnect.com
X9H	For More Info, Call 800-643-2112
CLE	Front & Rear Floor Mats
X8X	Front Brake & Knuckle Parts Module
LCK	Front Dome Lamp
X83	Front End Parts Module
X8W	Front Fascias Parts Module
CGD	Front Height Adjust Shoulder Belts
LAX	Front Passenger Seat Belt Alert
RTX	Front Row USB Type A and C
CSM	Front Seat Back Map Pockets
X84	Front Suspension Parts Module
CDW	Frt Pass Fold Forward Seat
JWB	Frt Pass Seat - Manual Adjust 6-Way
LSU	Full Speed Fwd Collision Warn Plus
LAP	Gear Shift Indicator

Standard Features - MPJM74-COMPASS LATITUDE 4X4

Code	Description
RDG	Global Telematics Box Module (TBM)
LE7	Gloss Black Exterior Mirrors
JKA	Glove Box w/Damped Door
RF5	Google Android Auto
JLP	GPS Antenna Input
Z1J	GVW Rating - 4800#
LHD	Headlamp Off Time Delay
X8Y	Headliner Parts Module
JPM	Heated Front Seats
NHS	Heated Steering Wheel
NEJ	Hidden Exhaust Tips-Dual
BNG	Hill Start Assist
LAC	Illuminated Entry
LA6	Incandescent Taillamps
JAB	Instrument Panel
X81	Instrument Panel Parts Module
RTF	Integrated Center Stack Radio
LB3	Interior Door Handle LED Lamps
MVC	Jeep Badge
JMD	JEEP Clean Air System
GXW	Keyless Entry w/Immobilizer
MTM	Latitude Badge
CVB	Leather Wrapped Shift Knob
LPX	LED Reflector Headlamps
MRB	Lower Bodyside Cladding
GTC	Manual Folding Mirrors
LCD	Map/Dome Reading Lamps
CU7	Media Center Electronics Storage
MLD	Middle Fascia Texture - MIC Black
APA	Monotone Paint
CGN	Motorized Pretensioning Seatbelts
XCA	Occupant Classification System
LAH	Outside Temp Display
CUN	Overhead Console
LHJ	Overhead Cupola LED Lamps
LHF	Panic Alarm
XAC	ParkView Rear Back-up Camera
LST	Pedestrian/Cyclist Emergency Braking
LER	Power Adjust Mirrors
*G7	Premium Cloth/Vinyl Bucket Seats
XJ7	Push-Push Fuel Filler Door
GX4	Pushbutton Start
JP3	Pwr Front Windows, 1-Touch,Up & Down

Standard Features - MPJM74-COMPASS LATITUDE 4X4

Code	Description
XFC	R1234YF A/C Refrigerant
BHC	Rain Brake Support
CFN	Rear 60/40 Folding Seat
CK6	Rear Cargo Underfloor Tray
GXT	Rear Door Child Protection Locks
MTA	Rear Fascia Skid Plate Applique
X8U	Rear Fascias Parts Module
XGR	Rear Seat Heat Ducts
JFB	Rear Seat Reminder Alert
X85	Rear Suspension Parts Module
GNA	Rear View Day/Night Mirror
GFA	Rear Window Defroster
JHB	Rear Window Wiper/Washer
XBM	Remote Start System
RDB	Removable Short Mast Antenna
MXU	Roof - Body Color
CSN	Rr Seat Armrest w/Cupholder
XSB	Satin Chrome/Wizard Black Int Accent
X8Z	Seat Parts Module
RS4	Second Row USB Type A charge only
LSA	Security Alarm
XAB	Selec-Terrain (TM) System
RT1	SiriusXM Guardian-included trial (B)
X9B	SiriusXM Radio Service
RSD	SiriusXM Satellite Radio
GNU	Sliding Sun Visors w/Mirrors
NHU	Speed Control
JPH	Speed Sensitive Power Locks
X8P	Steering Column Cover Parts Module
RDZ	Steering Wheel Mounted Audio Ctrls
XHZ	Stop-Start Dual Battery System
CJ2	Supp. Side Curtain Frt/Rr Air Bags
CJ1	Supplemental Frt Seat Side Air Bags
JFH	Tachometer
SCJ	TechnoLeather Steering Wheel
CSH	Three Rear Seat Head Restraints
SUD	Tilt/Telescope Steering Column
X88	Tire & Wheel Parts Module
XGM	Tire Pressure Monitoring Display
XFP	Tire Service Kit
BNT	Trailer Sway Damping
NHQ	Transmission Oil Heater
UBE	Uconnect 5 w 8.4" Display (USA)

Standard Features - MPJM74-COMPASS LATITUDE 4X4

Code	Description
RF7	USB Host Flip
JHA	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center

Package Details
Customer Preferred Package 29N
Package Contents
2.0L I4 DOHC DI Turbo Engine w/ ESS
8-Speed Automatic 8F30 Transmission
10.1" Touchscreen Display
18X7.0 Gloss Black Painted Alum Whls
4G LTE Wi-Fi Hot Spot
Altitude Special Edition
Black Day Light Opening Moldings
Bluetooth Handsfree Phone and Audio
Disassociated Touchscreen Display
For Details, Visit DriveUconnect.com
For More Info, Call 800-643-2112
Global Telematics Box Module (TBM)
Gloss Blk Surround/Neut. Gray Rings
Neutral Grey Exterior Badging
Piano Black Interior Accents
SiriusXM Guardian-included trial (B)
SiriusXM Radio Service
SiriusXM Satellite Radio
Sliding Sun Visors w/Illum Mirrors
Uconnect 5 w 10.1" Display (USA)
Package Value Price

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 2024 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 2024 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.

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

AGREEMENT TO PURCHASE TWO (2) Compact 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, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **TWO (2) Compact SUV's** to be used by **Parks Departments** in full compliance with the Bid Proposal Dated **August 14, 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: **Sixty-Seven Thousand, Seven Hundred Eighty dollars** 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

Agenda Action Form

Paducah City Commission

Meeting Date: September 2, 2025

Short Title: Authorize the Application and Acceptance of a Kentucky Division of Waste Management Litter Abatement Grant. - **C. YARBER**

Category: Municipal Order

Staff Work By: Chris Yarber, Latrisha Pryor, Hope Reasons
Presentation By: Chris Yarber

Background Information: The Kentucky Division of Waste Management (DWM) provides funds across the Commonwealth to local jurisdictions for litter abatement. The litter abatement award amount is based on a street mileage formula with Paducah having 224 miles of city streets. In previous years, DMW has awarded the Public Works Department an average of \$14,000 - \$15,000 for the Street Litter Abatement Program. The City uses Litter Abatement funding for litter/trash pick-up along roadways and within the parks. This grant also funds street sweeping activities, personnel costs, and disposable costs. The Public Works Department proposes an application to KY Division of Waste Management for the 2026 Litter Abatement Award. The grant amount will be based on the formula using the total number of street miles within the City and the number of applicants this year. This award requires no local cash or in-kind match.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the application and acceptance of the litter abatement grant and authorize the Mayor to sign all documents related to same.

Attachments:

1. MO - application & award-2026 Litter Abatement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A 2026 KENTUCKY LITTER ABATEMENT GRANT APPLICATION THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR THE PUBLIC WORKS DEPARTMENT'S STREET LITTER ABATEMENT PROGRAM, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL AWARD DOCUMENTS

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute a 2026 Kentucky Litter Abatement Program grant application through the Kentucky Division of Waste Management for the Public Works Department's Street Litter Abatement program. The grant amount will be based on a formula using the total number of street miles within the City and number of applicants.

SECTION 2. That the City of Paducah hereby accepts all grant funds awarded through Kentucky Division of Waste Management to be used by the Public Works Department for litter and trash pick-up along roadways and in parks and authorizes the Mayor to execute all grant award documents. No local match is required.

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, Clerk

Adopted by the Board of Commissioners, September 2, 2025
Recorded by Lindsay Parish, September 2, 2025

MO\grants\application & award-2026 Litter Abatement

Agenda Action Form

Paducah City Commission

Meeting Date: September 2, 2025

Short Title: Authorize a Modification to the Tolling Agreement with Midwest Terminal - **D. JORDAN**

Category: Municipal Order

Staff Work
By: Daron
Jordan
Presentation
By: Daron
Jordan

Background Information: The City of Paducah and Midwest Terminal previously entered into a Tolling Agreement in 2020 in which it was agreed to toll and suspend any applicable statute of limitations on claims that Midwest Terminal may have against the City until October 1, 2025. This action authorizes a modification to the Tolling Agreement to extend the tolling period to October 1, 2028.

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. MO - agree- tolling agreement modification Jim Smith Midwest Terminal

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE EXECUTION OF A MODIFICATION TO THE TOLLING AGREEMENT BETWEEN THE CITY OF PADUCAH, JIM SMITH CONTRACTING COMPANY LLC, AND JSC TERMINAL LLC d/b/a MIDWEST TERMINAL

WHEREAS, the City of Paducah approved Municipal Order 2410 on November 24, 2020, authorizing a Tolling Agreement with Jim Smith Entities; and

WHEREAS, the City now wishes to modify said Tolling Agreement to extend the tolling period to October 1, 2028.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

Section 1. Authorization. The Board of Commissioners of the City of Paducah hereby approves, and the Mayor of the City of Paducah, Kentucky, is hereby authorized and directed to execute the Modification to Tolling Agreement with the Jim Smith Entities in substantially the form attached hereto as **Exhibit A** and made part hereof.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by City Clerk, Lindsay Parish, _____
MO\ agree- tolling agreement modification Jim Smith Midwest Terminal

EXHIBIT A

MODIFICATION TO TOLLING AGREEMENT

This Modification to Tolling Agreement [“Modification”] is entered into by and between **JIM SMITH CONTRACTING COMPANY, LLC**, a Kentucky limited liability company and **JSC TERMINAL, LLC d/b/a MIDWEST TERMINAL**, 1108 Dover Road, Grand Rivers, Kentucky [individually and collectively “JSC”] and **CITY OF PADUCAH, KENTUCKY**, of P.O. Box 2267, Paducah, KY 42002-2267 [“City”].

WITNESSETH:

WHEREAS, the Parties previously entered into a Tolling Agreement dated on or about October 22, 2020, and December 16, 2020 [“Tolling Agreement” or “Agreement”], in which they agreed to toll and suspend any applicable statute of limitations on claims that JSC may have against the City until October 1, 2025;

WHEREAS, the Parties wish to extend the tolling period set forth in the original Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, including without limitation the continued forbearance by JSC to file suit, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Extension of Tolling Period.** Section 1 of the Tolling Agreement is hereby modified to extend the tolling period to October 1, 2028, in place of the prior expiration date of October 1, 2025. All other provisions regarding early termination and notice in Section 1 remain in effect.
2. **Reaffirmation of Agreement.** Except as expressly modified herein, all other terms and conditions of the original Tolling Agreement shall remain unchanged and in full force and effect, and are hereby ratified and reaffirmed by the Parties.
3. **Counterparts.** This Modification may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Modification to Tolling Agreement by their duly authorized representatives as of the dates set forth below.

[SIGNATURE LINES ON FOLLOWING PAGES]

CITY OF PADUCAH, KENTUCKY

BY: _____

Title: _____

COMMONWEALTH OF KENTUCKY)

:ss.

COUNTY OF McCracken)

The foregoing Deed and Consideration Certificate were subscribed, sworn to and acknowledged before me by **CITY OF PADUCAH, KENTUCKY, by and through its duly authorized representative,** _____, on this the ____ day of _____, 2025.

My commission expires: _____
Notary ID # _____

NOTARY PUBLIC
KENTUCKY STATE AT LARGE

Agenda Action Form

Paducah City Commission

Meeting Date: September 2, 2025

Short Title: Approve FY2026 Contract For Services with GPEDC, Inc. (Greater Paducah Economic Development Council) in the amount of \$250,000 - **D. JORDAN**

Category: Municipal Order

Staff Work By: Claudia Meeks, Daron
Jordan, Audra Kyle
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 GPEDC, Inc. (Greater Paducah Economic Development Council) in the amount of \$250,000. The Board of Commissioners is now desirous of entering into a contract with GPEDC for FY2026 services in the amount of \$250,000, payable in four quarterly installments of \$62,500.

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: Investment Fund

Account Number: 2400 0401 580800

Staff Recommendation: Approve FY2026 Contract with GPEDC

Attachments:

1. MO - contract-GPEDC FY26
2. GPEDC Contract

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT FOR SERVICES WITH THE GREATER PADUCAH
ECONOMIC DEVELOPMENT COUNCIL IN AN AMOUNT OF \$250,000
FOR SPECIFIC SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Greater Paducah Economic Development Council in the amount of \$250,000, to be paid in equal quarterly allocations of \$62,500, for performance of services as outlined in said Contract. This contract shall become effective July 1, 2025 and expire June 30, 2026.

SECTION 2. This expenditure will be charged to the Investment Fund, Account Number 24000401-580800.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 2, 2025
Recorded by Lindsay Parish, City Clerk, September 2, 2025

\\mo\contract-GPEDC FY26

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2025, by and between the **CITY OF PADUCAH** ("City") and **GPEDC, Inc.**, d/b/a GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL (GPEDC), a Kentucky not-for-profit corporation.

WITNESSETH:

WHEREAS, GPEDC is a non-profit organization charged with the economic development of Paducah and McCracken County.

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

WHEREAS, promoting investment and economic development in the Paducah area as well as supporting entrepreneurs and business development in the community serves a valid public purpose; and

WHEREAS, the City of Paducah desires to contract with GPEDC 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 July 1, 2025 through 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

- A. In consideration of the operating costs and debt service necessary to carry out the objectives and services of GPEDC for services described herein, the City shall pay GPEDC Two Hundred Fifty Thousand Dollars (\$250,000) to be paid in equal quarterly allocations of Sixty-Two Thousand Five Hundred Dollars \$62,500 each by the end of each quarter. A quarterly invoice will be provided by GPEDC prior to payment.
- B. The first quarterly payment shall be made by November 1, 2025, and subsequent payments shall be made by December 31, 2025, March 31, 2026 and June 30, 2026.
- C. In the event this Contract for Services is terminated, the City shall not be obligated to make any further quarterly allocation payments.

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

- Market the greater Paducah area and promote economic development through capital investment, job creation, and business start-up and retention.
- Act as local liaison to the Kentucky Cabinet for Economic Development and other local and regional economic development organizations.
- Provide staff support to the Paducah-McCracken Industrial Development Authority.
- Incur costs and expenses related to data compilation and maintenance required by companies making site decisions. This includes conducting, analyzing, and maintaining ongoing information including: competitive studies, the local labor market area, land availability, market trends, and such other data for the promotion of economic development.
- Monitor compliance with incentive agreements for the City and County and provide periodic written reports of such to the City Manager
- Partner with the City in the creation and implementation of an effective local business retention and expansion program.

SECTION 5: INCENTIVES GPEDC shall provide recommendations for incentives for the City Manager, and staff to review, in accordance and in compliance with City of Paducah Municipal Order No. 1714, "Guidelines for Providing Economic Incentives", as amended.

SECTION 6: ACCOUNTING

- (A) GPEDC shall conduct all accounting, payroll, and financial management. Additionally, GPEDC shall provide the City quarterly reports of expenditures to ensure such expenditures are proper, along with performance measures and program accomplishments achieved with the use of City-provided funding during the fiscal year.
- (B) City shall have the right to inspect the operations of GPEDC, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) GPEDC shall provide the City a compilation for the fiscal year ended June 30, 2026, within two (2) weeks of its completion and by no later than December 31, 2026.

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

SECTION 8: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided GPEDC 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.

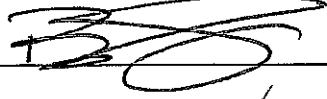
CITY OF PADUCAH

By _____
GEORGE BRAY, Mayor

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Signature of GPEDC is on Page 4

GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL (GPEDC)

By  _____

Title BRUCE WILCOX, PRESIDENT/CEO

Agenda Action Form Paducah City Commission

Meeting Date: September 2, 2025

Short Title: Authorize the Mayor to execute a contract with RL Turner for Design Services for a new spray ground located at Robert Coleman Park - **A. CLARK**

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: A Request for Proposals was issued for a Design Build Project for the spray ground located at Robert Coleman Park on March 19, 2025, with a submission deadline of April 24, 2025. One bid was received from RL Turner out of Indiana.

Per the City Manager's Determination, pursuant to KRS 45.380, the City formally rejected the bid as it relates to the restroom facility portion of the project, and found that competitive negotiations for the sprayground facility may be appropriate to determine if the price for the project can be reduced to an amount within budget.

After negotiations, staff request approval of a contract for Design Services with RL Turner in the amount of \$54,000.00.

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

If yes, please list the Commission Priority: Facility Improvements; Southside Improvements.

Communications Plan:

Funds Available: Account Name: Robert Coleman Spray Ground Project

Account Number: PA0134

Staff Recommendation: Approve

Attachments:

1. MO - contract with RL Turner – Robert Coleman Spray Ground design
2. Written Determination
3. DESIGN CONTRACT WITH CITY AND RLTC - RLTC signed 08-27-2025

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF RL TURNER IN THE AMOUNT OF \$54,000 FOR DESIGN SERVICES FOR THE RECONSTRUCTION OF THE SPRAY GROUND LOCATED AT ROBERT COLEMAN PARK AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

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

WHEREAS, on March 19, 2025, a Request For Proposal was issued for a Design Build Project for the spray ground located at Robert Coleman Park, with a submission deadline of April 24, 2025; and

WHEREAS, one bid was received from RL Turner out of Indiana; and

WHEREAS, on June 16, 2025, per the City Manager's determination, the City elected to reject all proposals pursuant to KRS 45A.380, and entered into competitive negotiations with the single proposer; and

WHEREAS, RL Turner and the City of Paducah reached an agreement for the design of the Robert Coleman Park Spray Ground in the amount of \$54,000.

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

SECTION 1. The Mayor is hereby authorized to execute a contract with RL Turner in the amount of \$54,000, for the Design of the Robert Coleman Park Spray Ground.

SECTION 2. This purchase shall be charged to the Robert Coleman Spray Ground Project, Account Number PA 0134.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

\\mo\contract with RL Turner – Robert Coleman Spray Ground Design

AGREEMENT FOR DESIGN SERVICES

THIS AGREEMENT FOR DESIGN SERVICES (hereafter the “Agreement”) is hereby effective this __ day of _____, 2025 by and between **RLTURNER CORPORATION**, (hereinafter referred to as “Contractor”), and the **CITY OF PADUCAH, KENTUCKY** (hereinafter referred to as “City”) (collectively referred to as “Parties”) agree as follows:

WHEREAS, City desires to renovate the existing spray ground located at Robert Coleman Park in Paducah’s southside neighborhood; (hereinafter “Project”); and

WHEREAS, Contractor submitted a bid proposal in response to the City’s Request for Proposals; and

WHEREAS, City awarded the Project to Contractor after entering into competitive negotiations with the Contractor.

NOW THEREFORE, for and in consideration of the foregoing, the undertakings of the Parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

Section 1. Scope of Work

1.1. **Work**. Contractor agrees to provide all necessary labor, professional services, supervision, materials, tools, accessories, equipment, permits, fees, testing, site inspections, certifications, transportation, permitting, public engagement, and presentations necessary to complete the Project to the satisfaction of the City and all applicable governmental authorities or officials having jurisdiction over the Project.

1.2. **Scope of Work**. The specific Work to be performed under this Agreement includes the following:

1. Review Existing Conditions
 - a) Coordination of onsite visits with the City Team to review, evaluate, and assess the current facility and property, infrastructure, operations, deficiencies, etc.
2. Design and Engineering Services
 - a) Provide a quality public aquatics play facility for families and children.
 - b) Coordination of meetings with owner to discuss needs and building program to include requirements of the spaces to be designed.
 - c) Coordination of public engagement opportunities to include meetings, surveys, etc.
 - d) Written program and scope of work narrative to include site needs, building and facility renovation and construction needs, architectural design, civil, electrical, and mechanical engineering needs.

- e) Submission of all design elements to the City for review prior to construction.
- f) Development of design package to include facility layouts, mechanical and chemical systems, details, building plans, and deck plans.
- g) Development of opinion of cost/budget.
- h) Provide presentations to the City Commission of plans and cost estimates and budgets for review, discussion, and approval.
- i) Development of construction documents.

3. Compensation and Project Concept

- a) Provide presentations to the City Commission of plans and cost estimates for review and discussion.
- b) Submit pay applications for design services to the City for approval and payment.

1.3. **Workmanlike Manner and Compliance with Laws.** Contractor shall complete the Work in a good and workmanlike manner in accordance with the terms of this Agreement and generally accepted practices adopted by firms performing services of a similar nature of work. Contractor shall comply with all applicable federal, state and municipal laws, codes, ordinances, rules and regulations.

1.4. **General Requirements.** Subject to additional requirements as set forth herein, Contractor shall perform the following duties in connection with the work:

- 1.4.1. **Utilities.** Contractor shall contact all relevant utilities to determine the location of any underground utilities located at the site as appropriate with all applicable legal requirements.

Section 2. Conducting and Supervising Work.

2.1. **Means, Methods, and Techniques.** Contractor shall use its best skill and attention in supervising and directing the work and shall have full control over and sole responsibility for the means, methods, techniques, sequences and procedures of the work and shall coordinate the work with any other work being done by City or City's separate contractors. Neither City nor City's employees or agents shall be responsible for Contractor's (a) means, methods, or techniques; (b) safety precautions or programs; (c) acts or omissions; or (d) failure to carry out the work in accordance with the Agreement, applicable environmental laws or other legal requirements.

Section 3. Contract Sum.

3.1. **Amount.** For all work required under this Agreement, City agrees to pay Contractor \$54,000 for pre-construction design services. Assuming work has been performed to the satisfaction of City, both parties may enter into an agreement for Design Build Services, based

on an agreed upon not to exceed cost, to include Construction Documents and Construction Services.

3.2. **Amounts Outside of Contract Sum.** Contractor agrees that it will not perform any work outside the scope of this Agreement prior to receipt of a signed Change Order or Change Directive from the City. Any such additional work performed without a Change Order or Change Directive shall not be subject to reimbursement by the City. Contractor will be solely responsible for all its costs and expenses incurred in connection with this Contract that are not specifically provided for herein or in a written Change Order or Change Directive. This provision is of the highest importance to the City and the City would not have entered into this Agreement absent this provision.

3.3. **Changes in the Work.**

A. A "Change Order" is a written agreement signed by the City and Contractor stating their agreement upon a change in the work and the amount of the adjustment of the Contract Sum, if any.

B. A "Change Directive" is a written order prepared by the City directing a change in the work and stating a proposed basis for adjustment, if any, in the Contract Sum. The City may by Change Directive, without invalidating this Agreement, order changes in the work within the general scope of the contract documents consisting of additions, deletions or other revisions, with the Contract Sum being adjusted accordingly. A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

C. Changes in the work may be accomplished after execution of this Agreement, and without invalidating this Agreement, by Change Order or Change Directive, subject to the limitations stated in this Section 3.4 and elsewhere in the contract documents. A Change Order shall be based upon agreement among Owner and Contractor. A Change Directive issued by the City may or may not be agreed to by Contractor, however Contractor shall perform the changes in the work under applicable provisions of the Contract Documents, and Contractor shall proceed promptly to perform all such changes in the Work (including, without limitation, under a Change Directive whether or not agreed to by Contractor) even if Contractor does not sign the Change Directive.

D. A Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in the Contract Sum and/or Contract Time or the method for determining same. Such agreement shall be effective immediately and shall be recorded as a Change Order.

E. No more than 10% profit and overhead will be allowed on any change order.

3.4. **Payment of the Contract Sum** During the course of design, Contractor shall submit to City at the address listed herein, a monthly invoice. Each invoice shall be postmarked to the Owner no later than the first (1st) of each month and include a breakdown of all costs incurred since the last invoice. City shall make payment to Contractor no later than thirty (30) days after City's receipt of Contractor's invoice.

The Project will be considered substantially complete when the Owner approves final conceptual drawings and both parties are agreeable to proposed construction costs determined by the opinion of cost developed during the design process.

3.5. **Withholding Payments**. Payments may be withheld by the City for any of the following reasons:

- A. Contractor fails to correct defective or non-conforming work;
- B. Claims or liens have been filed or threatened;
- C. Contractor has failed to make timely and adequate payments to subcontractors or others;
- D. Contractor has failed to carry out the work in accordance with this Agreement;
- E. The City incurs costs and expenses to cancel or discharge the lien of a subcontractor, laborer or materialman of Contractor; and
- F. The Contractor defaults in its obligations under this Agreement.

Section 4. Schedule All parties agree and understand that time is of the essence in the completion of all work for the Project. Contractor shall immediately commence performance of the Work upon receipt of a signed copy of this Agreement. Contractor shall use its good faith efforts to complete this project as rapidly as reasonably possible, while ensuring the safety of its employees and the general public. Contractor agrees to perform the Work on a continuous full time basis from the date work is commenced to the date it is complete. Contractor shall supply adequate manpower and resources necessary to complete the Project in a timely manner. Contractor agrees to provide conceptual drawings for review by the Board of Commissioners prior to final completion. Contractor shall complete the Project by no later than March 1, 2026.

Section 5. Indemnification

5.1. **Indemnification**. To the fullest extent permitted by applicable law, Contractor shall defend, indemnify and hold harmless the City and its Board of Commissioners, officials, employees or agents (collectively, the "City Indemnified Persons"), and individually, a "City Indemnified Person" from and against:

A. All claims, damages, losses and expenses, including attorneys' and consultants' fees, arising out of the failure, in whole or in part, directly or indirectly, of Contractor, any subcontractor, or material or equipment supplier, or anyone directly or indirectly employed by them and all other persons for whom Contractor may be legally liable to comply with applicable environmental laws or the release or disturbance of hazardous materials by the Contractor or those under its control. Contractor hereby agrees to indemnify, defend and hold all City Indemnified Persons harmless from and against any and all costs, penalties, fines, remediation expenses, accountants', experts' and attorneys' fees and costs of litigation in the event of any allegation of improper disposal of hazardous materials by Contractor or any subcontractor in connection with this Agreement.

B. All claims, damages, losses, expenses, liabilities and judgments which may be made, asserted or entered against the City or any other City Indemnified Person (including attorneys', consultants' and experts' fees), which arise from, are incident to, grow out of or are connected with bodily injuries to any person, (including employees of Contractor or employees of any subcontractor), or damage to any property, caused in whole or in part by Contractor or any other subcontractor of Contractor (except to the extent caused by the sole negligence of any City Indemnified Person). Contractor hereby waives any immunity provided for by the applicable workers compensation laws so that this indemnity may be enforced against Contractor for any action against any City Indemnified Person by any employee or alleged employee of Contractor or subcontractor.

C. Any and all liability imposed by reason of Contractor's or any subcontractor's actual or asserted violation of laws, regulations, ordinances, or other rules of government or any quasi-governmental body or agency, including but not limited to, OSHA, or any other federal or state agency.

Section 6. Insurance. Contractor as well as any subcontractor shall maintain at all times, the following insurance. Contractor shall provide certificates of insurance to the City prior to commencing work.

- A. Commercial General Liability with limits of no less than the following: \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 product-completed operations aggregate limit, \$1,000,000 personal and advertising injury limit, \$100,000 damage to premises rented to you limit, \$10,000 medical expense limit.
- B. Business Automobile Liability with limits of no less than \$1,000,000.
- C. Professional Liability with limits of \$1,000,000.
- D. Workers Compensation with the statutory limits.
- E. With the exception of the workers compensation policy, Contractor shall name the City as an additional insured on all policies of insurance. In the

event an insurance carrier refuses to add the City as an additional insured, Contractor shall immediately notify the City.

Section 7. Termination

7.1. **Termination for Cause.** The City or the Contractor may terminate this contract if either fails to perform its contractual duties. If Contractor or City is determined to be in default, the defaulting Party shall be notified in writing and the other non-defaulting party may either 1) terminate the contract immediately or 2) set a date by which other Party shall cure the identified deficiencies. The non-defaulting party may proceed with termination if the defaulting Party fails to cure the deficiencies within the specified time. A default in performance by Contractor for which this contract may be terminated shall include, but not be limited to:

- Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- Failure to diligently advance the work under a contract for services;
- The filing of a bankruptcy petition by or against Contractor; or
- Actions that endanger the health, safety or welfare of City or its citizens.

A default in performance by City for which the contract may be terminated shall be if City fails to make payments as is required in this Agreement.

In the event that, during the terms of this Contract, funds are not appropriated for the payment of the City's obligations hereunder, the City's rights and obligations herein shall terminate on the last day for which an appropriation has been made.

7.2. **At Will Termination.** Notwithstanding the above provisions, the City or the Contractor may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the City, so long as those goods or services were provided in a manner acceptable to the City. Payment for those goods and services shall not be unreasonably withheld.

Section 8. Default.

8.1. **Events of Default.** Each of the following circumstances shall constitute an "Event of Default:"

- A. Contractor institutes a proceeding in bankruptcy or a receiver is appointed or seeks a corporate reorganization or is unable to pay its debts when due;
- B. Contractor fails to perform any material obligation under this Agreement and such failure continues or has not been remedied and/or the effects of such failure have not been remedied, in each case, for more than three (3) days after notice by the City or if Contractor.

- C. Contractor abandons performance of the Work and such abandonment is not cured within three (3) days after first written notice is provided.
- D. Contractor breaches any applicable environmental laws or regulations and such breach is not cured within three (3) days written notice.
- E. Contractor fails to obtain or maintain, in full force and effect, any insurance required under this Agreement.

8.2. **Payment Obligations.** If City terminates this Agreement as a result of an Event of Default, the City is not obligated to make any further payments to Contractor until the Work that remained outstanding on the date of termination has been completed by or on behalf of the City. Any payment to Contractor shall be subject to the City's right to set off from such amount owed the Contractor from the costs incurred by the City to complete the Contractor's unfinished Work and/or any other losses incurred as a result of Contractor's default.

Section 10. Discrimination

10.1. **Equal Opportunity.** City is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. City is also committed to employing only United States citizens and aliens who are authorized to work in the United States. City complies with the Immigration Reform and Control Act of 1986. Therefore, Contractor must demonstrate to the satisfaction of City that it also conforms to all Federal, state, and local equal opportunity statutes. Further, Contractor will reimburse the City for any damages incurred due to any violation of the above mentioned statutes by Contractor.

10.2 **Discrimination.** Contractor agrees that in the performance of this agreement with the City, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap, sex, sexual orientation or gender identity and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. Contractor agrees to post thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. Contractor further agrees to insert the foregoing provision in all sub- contracts hereunder.

Section 11. Miscellaneous.

11.1. **Governing Law.** The validity of this Agreement, its interpretation and performance shall be governed exclusively by the laws of the Commonwealth of Kentucky.

11.2. **Venue.** The Parties hereby agree that any legal action relating to this Agreement shall be filed in the State Courts located in McCracken County, Kentucky.

11.3. **Prevailing Attorney fees.** In the event of a dispute, the prevailing party shall have the right to recover from the other party its costs and expenses incurred by reason of the dispute, including attorney's fees.

11.4. **Entire Agreement.** This Agreement, including any exhibits, contains the entire agreement by and between the City and Contractor pertaining to the subject matter of this Agreement and fully supersedes all prior contracts and understandings between the City and Contractor pertaining to such transaction. Any modifications shall be made in writing and with the mutual consent of the Parties.


11.5 **Severability.** Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the services hereunder and the termination of this Agreement.

11.6. **Non-Waiver.** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted shall not constitute a waiver of such provision or such right thereafter to enforce any or all of the provisions of this Agreement.

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

IN WITNESS WHEREOF, the parties have, through their authorized representatives, executed this Construction Services Agreement as of the date first written above.

RLTURNER CORPORATION

By  (Title) President / CEO

Printed Name Adam Owens

Date 08/27/2025

CITY OF PADUCAH, KENTUCKY

By _____ (Title) _____

Printed Name _____

Date _____

Agenda Action Form

Paducah City Commission

Meeting Date: September 2, 2025

Short Title: Business License Fee Schedule - Inflationary Adjustment - **A. KYLE**

Category: Ordinance

Staff Work By: Audra Kyle,
Stephanie Millay
Presentation By: Audra Kyle

Background Information: Ordinance 1986-11-2943 established the current gross receipts threshold of \$3.5 million, subject to an excess rate of 0.0005. This threshold has not been adjusted for inflation since its adoption. The proposed legislation increases the threshold to reflect current-dollar values, with adjustments phased in over a five-year implementation period.

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

If yes, please list the Commission Priority: Revenue Equity

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation:

Staff recommends increasing the gross receipts threshold to \$11.65 million over a five-year period and including language to increase the threshold with an annual CPI adjustment beginning in Year 6. In addition, an increase from \$35.00 to \$50.00 in the minimum annual license fee is recommended to maintain fairness, account for inflation, and ensure a sustainable revenue base.

Attachments:

1. 106-101 Business License Fee Schedule

ORDINANCE NO. 2025-_____-_____

AN ORDINANCE AMENDING CHAPTER 106, TAXATION, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, Ordinance No. 1986-11-2943 established a gross receipts threshold of \$3,500,000 for the City's business license tax, which has not been adjusted for inflation since its adoption nearly forty years ago;

WHEREAS, maintaining an outdated threshold has resulted in an increasing share of local businesses being subject to the excess receipts rate, contrary to the original legislative intent of providing a reasonable exemption level;

WHEREAS, staff analysis demonstrates that adjusting the threshold to reflect current-dollar values, phased in over a five-year period, will restore equity to the business license tax system while avoiding sudden fiscal disruption;

WHEREAS, beginning in Year 6 and each year thereafter, the threshold will be adjusted annually based on the Consumer Price Index (CPI), rounded to the nearest \$10,000, with discretion for the City Commission to defer implementation of such adjustment in any given year;

WHEREAS, an increase from \$35.00 to \$50.00 in the minimum annual license tax is necessary to maintain fairness, account for inflation, and ensure a sustainable revenue base;

WHEREAS, the City Commission finds it in the public interest to amend Chapter 106 of the Code of Ordinances to update the gross receipts threshold, establish a process for annual CPI adjustments, and increase the minimum annual license tax;

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

SECTION 1. That Section 106-101, *General license tax schedule; minimum annual license tax*, of the Code of Ordinances of the City of Paducah, Kentucky, is hereby amended as follows:

Sec. 106-101. General license tax schedule; minimum annual license tax

A. A business entity shall pay an annual license tax for each business entity location according to the classifications that apply to the business which the business entity conducts in the City at each business entity location, subject to the minimum annual license tax as defined in subsection ~~(b)~~ (d) of this section. The annual license tax shall be computed in accordance with the following rate schedules:

The amount of tax payable under Schedule A shall be determined by multiplying the business entity location's [~~taxable gross receipts up to \$3,500,000.00~~] taxable gross receipts up to the applicable phased-in threshold amount times 0.00045 and multiplying all gross receipts in excess of the threshold times 0.00005.

The amount of tax payable under Schedule B shall be determined by multiplying the business entity location's [~~taxable gross receipts up to \$3,500,000.00~~] taxable gross receipts up to the applicable phased-in threshold amount times 0.00075 and multiplying all gross receipts in excess of the threshold times 0.00005.

The amount of tax payable under Schedule C shall be determined by multiplying the business entity location's [~~taxable gross receipts up to \$3,500,000.00~~] taxable gross receipts up to the applicable phased-in threshold amount times 0.0015 and multiplying all gross receipts in excess of the threshold times 0.00005.

The amount of tax payable under Schedule D shall be determined by multiplying the business entity location's [~~taxable gross receipts up to \$3,500,000.00~~] taxable gross receipts up to the applicable phased-in threshold amount times 0.003 and multiplying all gross receipts in excess of the threshold times 0.00005.

The amount of tax payable under Schedule E shall be determined by multiplying the business entity location's [~~taxable gross receipts up to \$3,500,000.00~~] taxable gross receipts up to the applicable phased-in threshold amount times 0.0045 and multiplying all gross receipts in excess of the threshold times 0.00005.

The amount of tax payable under Schedule F shall be determined by multiplying the business entity location's [~~taxable gross receipts up to \$3,500,000.00~~] taxable gross receipts up to the applicable phased-in threshold amount times 0.005 and multiplying all gross receipts in excess of the threshold times 0.00005.

B. Phased-In Threshold Adjustment. The threshold amount shall be increased from \$3,500,000.00 to \$11,650,000.00 over a five-year period as follows, with Year 1 beginning on January 1, 2026:

Year 1: \$5,130,000

Year 2: \$6,760,000

Year 3: \$8,390,000

Year 4: \$10,020,000

Year 5: \$11,650,000

C. CPI Adjustment. Beginning in Year 6 and each year thereafter, the threshold shall be adjusted annually based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), South, as published by the U.S. Bureau of Labor Statistics. In any year where the CPI registers a decrease, the threshold amount shall remain

unchanged. In years where the CPI registers an increase, the threshold amount shall be adjusted upward and rounded to the nearest \$10,000. The City Commission reserves the right to forego the implementation of a CPI-based adjustment in any given year.

D. (b) The minimum annual license tax for each classification shall be [~~\$35.00~~] \$50.00, except as otherwise provided. Any minimum annual license tax paid by a business entity shall be credited against the annual license tax owed for that period.

SECTION 2. 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 3. All prior resolutions, municipal orders or ordinances or parts of any resolution, municipal order or ordinance in conflict herewith are hereby repealed.

SECTION 4. 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, August 26, 2025

Adopted by the Board of Commissioners, _____, 2025

Recorded by City Clerk, _____, 2025

Published by *The Paducah Sun*, _____, 2025

Ord\106-101 Business License Fee Schedule

Agenda Action Form Paducah City Commission

Meeting Date: September 2, 2025

Short Title: Setting Tax Levies: Ad Valorem Properties -- FY2026 - **A. KYLE**

Category: Ordinance

Staff Work By: Audra Kyle,
Stephanie Millay
Presentation By: Audra Kyle

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

The City's General Fund real estate tax levy is proposed to be \$.271 per \$100 assessed value (AV).

The City's General Fund personal tax levy is proposed to be \$.356 per \$100 AV.

Staff proposes the City's tax levy be set at 27.1 cents per \$100 AV. The FY2026 compensating rate is 26.1 cents per \$100 AV and Kentucky Revised Statutes (KRS) permits a city to adjust the compensating rate upward by not more than 4%, in this case to 27.1 cents.

The property tax levy ordinance will be introduced on September 2, 2025 with the second and final reading on September 15, 2025. Since the City's proposed tax levy is more than the 'compensating rate' of 26.1 cents per \$100 AV, a public hearing is required; a public hearing is scheduled for September 2, 2025.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Recommend that the Mayor and Commission adopt the proposed 2025-2026 (FY2026) real estate and personal ad valorem tax levies as proposed.

Attachments:

1. Motion - Tax Rates FY2026
2. ORD Tax Rate FY2026

September 2, 2025

A proposed motion that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2025, THROUGH JUNE 30, 2026, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED.”

Purpose	Rate per \$100
GENERAL FUND OF THE CITY:	
Real Property	\$0.271
Personal Property (except inventory)	\$0.356
Motor Vehicles and Watercraft	\$0.390

SCHOOL PURPOSES:

PADUCAH JUNIOR COLLEGE:

Real Estate	\$0.014
Personal Property (except inventory)	\$0.014
Motor Vehicles and Watercraft	\$0.031

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

PADUCAH INDEPENDENT SCHOOL DISTRICT:

Real Property	\$0.882
Personal Property (including inventory)	\$0.882

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

- (1) In the case of tax bills which reflect an amount due of less than Two Thousand Dollars (\$2,000.00), the payment shall be due on November 1, 2025, and shall be payable without penalty and interest until November 30, 2025.
- (2) In the case of all other tax bills, payment shall be in accordance with the following provisions:
 - (a) The first half payment shall be due on November 1, 2025, and shall be payable without penalty and interest until November 30, 2025.
 - (b) The second half payment shall be due on February 1, 2026, and shall be payable without penalty and interest until February 28, 2026.

ORDINANCE NO. 2025-____ - _____

AN ORDINANCE SETTING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2025, THROUGH JUNE 30, 2026, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. There is hereby levied for the period from July 1, 2025, through June 30, 2026, upon all taxable real property within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of twenty seven and 1/10 cents (\$.271) upon each one hundred dollars (\$100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of the levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 2. There is hereby levied for the period from July 1, 2025, through June 30, 2026, upon all taxable personal property, except for inventory, within the City of Paducah, Kentucky, subject to taxation for municipal purposes, an ad valorem tax of thirty-five and 6/10 cents (\$.356) upon each one hundred dollars (\$100.00) assessed valuation of said property, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 3. There is hereby further levied an ad valorem tax of thirty nine and 0/10 cents (\$.390) on each one hundred dollars (\$100.00) of assessed valuation of all motor vehicles and watercraft property subject to taxation for municipal purposes in said City for the period from July 1, 2025, through June 30, 2026, pursuant to Section 157 of the State Constitution, to defray the cost of maintaining and administering the government of the City of Paducah, Kentucky, for said period, exclusive of the levies hereinafter mentioned and defined, and the proceeds of said tax levy shall be paid into the General Fund of the City.

SECTION 4. All taxes levied by Sections 1, 2 and 3 of this ordinance are necessary and required in order to provide revenue to meet the requirements of the budget ordinance adopted by the Board of Commissioners, and the proceeds of such tax levies and all other revenue of the City not specifically allocated to other purposes shall be deposited into the General Fund of the City to be expended as provided in the budget ordinance for the period from July 1, 2025, through June 30, 2026.

SECTION 5. There is hereby further levied an ad valorem tax of one and 4/10 cents (\$.014) on each one hundred dollars (\$100.00) of assessed valuation of all real property subject to taxation for municipal purposes in said City for the period from July 1, 2025, through June 30, 2026, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 6. There is hereby further levied an ad valorem tax of one and 4/10 cents (\$.014) on each one hundred dollars (\$100.00) of assessed valuation of all personal

property subject to taxation, except for inventory, for municipal purposes in said City for the period from July 1, 2025, through June 30, 2026, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 7. There is hereby further levied an ad valorem tax of three and 1/10 cents (\$0.031) on each one hundred dollars (\$100.00) of assessed valuation of all motor vehicles and watercraft property subject to taxation for municipal purposes in said City for the period from July 1, 2025, through June 30, 2026, for the purpose of aiding, assisting and maintaining Paducah Junior College, which tax shall be and the same is hereby declared to be a tax for municipal purposes.

SECTION 8. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all real property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period from July 1, 2025, through June 30, 2026, an ad valorem tax of eighty-eight and 2/10 cents (\$0.882) on each one hundred dollars (\$100.00) assessed valuation of all real property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 9. The Board of Education of the City of Paducah, Kentucky, pursuant to the authority vested in it under its charter and under the laws of the Commonwealth of Kentucky has adopted a resolution and budget levying an ad valorem tax on all personal property in said City subject to taxation for school purposes. Pursuant to said resolution, the Board of Education budgets and levies the following taxes for the period from July 1, 2025, through June 30, 2026, an ad valorem tax of eighty-eight and 2/10 cents (\$0.882) on each one hundred dollars (\$100.00) assessed valuation of all personal property subject to taxation for school purposes in the City of Paducah, Kentucky, for the support and maintenance of the public schools of said City shall be collected by the City for the Board of Education.

SECTION 10. The taxes levied under this ordinance are summarized as follows:

Purpose	Rate per \$100
GENERAL FUND OF THE CITY:	
Real Property	\$0.271
Personal Property (except inventory)	\$0.356
Motor Vehicles and Watercraft	\$0.390
SCHOOL PURPOSES:	
PADUCAH JUNIOR COLLEGE:	
Real Estate	\$0.014
Personal Property (except inventory)	\$0.014
Motor Vehicles and Watercraft	\$0.031

SECTION 11. The City of Paducah shall collect the following taxes for the Board of Education:

PADUCAH INDEPENDENT SCHOOL DISTRICT:

Real Property	\$0.882
Personal Property (including inventory)	\$0.882

SECTION 12. Property taxes levied herein shall be due and payable in the following manner:

- (1) In the case of tax bills which reflect an amount due of less than Two Thousand Dollars (\$2,000.00), the payment shall be due on November 1, 2025, and shall be payable without penalty and interest until November 30, 2025.
- (2) In the case of all other tax bills, payment shall be in accordance with the following provisions:
 - (a) The first half payment shall be due on November 1, 2025, and shall be payable without penalty and interest until November 30, 2025.
 - (b) The second half payment shall be due on February 1, 2026, and shall be payable without penalty and interest until February 28, 2026.

SECTION 13. The provisions of this ordinance are severable. If any provision, section, paragraph, sentence or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of this ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independent of each other.

SECTION 14. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners _____
Adopted by the Board of Commissioners _____
Recorded by Lindsay Parish, City Clerk, _____
Published by The Paducah Sun, _____