



**CITY COMMISSION MEETING  
 AGENDA FOR SEPTEMBER 15, 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**

**DELETIONS**

**PROCLAMATION** Hispanic Heritage Month - Myrna Redfield

**PROCLAMATION** Constitution Week - Daughters of the American Revolution - Nancy Smithson

**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.*

	<b>I.</b>	<b><u>CONSENT AGENDA</u></b>
	A.	Approve Minutes for September 2, 2025, Board of Commissioners Meeting.
	B.	Receive & File Documents
	C.	Reappointment of Joseph Benberry to the Paducah Planning Commission
	D.	Reappointment of Ashley Johnson to the Paducah-McCracken County Riverport Authority
	E.	Personnel Actions
	F.	Approve the purchase of 1302 Tennessee Street - <b>S. KYLE</b>
	G.	Approve FY2026 Contract with Sprocket, Inc. in the Amount of \$100,000 - <b>M. SMOLEN</b>
	H.	Authorize the Engineering Department to Partner with the Purchase Area Development District to Apply for the GRANT program for Matching Funds for the DRA 2025 Application - <b>H. REASONS</b>

		I.	Authorize the Engineering Department to Submit a Grant Application to the Kentucky Transportation Cabinet for the County Priority Projects Program - <b>H. REASONS</b>
	<b>II.</b>	<b><u>MUNICIPAL ORDER(S)</u></b>	
		A.	Accept and Authorize Contract Modification No. 3 with A&K Construction for the construction of the Entry Plaza - <b>A. CLARK &amp; J. CANTER</b>
		B.	Approve Contract Modification No. 2 with Sprinturf, LLC for the Paducah Sports Park. - <b>A. CLARK &amp; J. CANTER</b>
		C.	Approve Contract Modification No. 1 with Avanti for Paducah Sports Park - <b>A. CLARK &amp; J. CANTER</b>
		D.	Approve Contract Modification No. 2 with Musco Sports Lighting for the Paducah Sports Park - <b>A. CLARK &amp; J. CANTER</b>
		E.	Authorize the Mayor to execute a contract with PFGW Architects for Design and Construction Administrative Services for a Maintenance Building for the Parks and Recreation Dept. - <b>A. CLARK</b>
	<b>III.</b>	<b><u>ORDINANCE(S) - ADOPTION</u></b>	
		A.	Setting Tax Levies: Ad Valorem Properties -- FY2026 - <b>A. KYLE</b>
	<b>IV.</b>	<b><u>ORDINANCE(S) - INTRODUCTION</u></b>	
		A.	Approve a Ten (10) Year Non-Exclusive Cable Franchise with Ritter Communications - <b>L. PARISH</b>
		B.	Repeal & Replace Article IV, Chapter 34 Urban Renewal of the Code of Ordinances - <b>C. GAULT</b>
	<b>V.</b>	<b><u>DISCUSSION</u></b>	
		A.	Tree Voucher Program - <b>A. CLARK</b>
	<b>VI.</b>	<b><u>COMMENTS</u></b>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	<b>VII.</b>	<b><u>EXECUTIVE SESSION</u></b>	

September 2, 2025

At a Special Called Meeting of the Paducah Board of Commissioners held on Tuesday, September 2, 2025, at 5:00 p.m. in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by City Clerk, Lindsay Parish, the following answered to their names: Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5).

### **INVOCATION**

Commissioner Henderson led the Invocation.

### **PLEDGE OF ALLEGIANCE**

The Mayor led the pledge.

### **PUBLIC HEARING:**

Communications Manager Pam Spencer provided the following summary:

**Property Tax Levy Public Hearing** “. . . A property tax levy public hearing was held. The City’s real estate tax levy is proposed to be 27.1 cents per \$100 assessed value, slightly higher than last year’s rate of 26.4 cents. Interim Finance Director Audra Kyle said this would be an increase of \$18 on a home that is assessed for \$250,000.

The City’s Compensating Rate, the rate that would keep the revenue at the same amount as last year, is 26.1 cents per \$100 assessed value. Kentucky Revised Statutes (KRS) permits a city to adjust the rate upward no more than 4 percent of the compensating rate. Since the City’s proposed tax levy of 27.1 cents is higher than the compensating rate, a public hearing was required.

Please note that the City of Paducah collects the tax funds for the Paducah Independent School District and then remits the funds to the district. The City does not set the school district’s rates. The school district is setting its real estate tax levy to be 88.2 cents per \$100 of assessed value. Only 23 percent of a homeowner’s entire tax bill is designated for the city government.”

### **PUBLIC COMMENTS:**

Matthew Gleue (spelling?), Shannon Crockett and Parker Riley Jaco each spoke against the increased tax levy.

**NEW EMPLOYEE INTRODUCTION:** Taylor Morsching introduced Jennifer Adams, the New Parks and Recreation Department Recreation Supervisor.

### **CONSENT AGENDA**

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

September 2, 2025

I(A)	Approve Minutes for the August 26, 2025, Board of Commissioners meeting.
I(B)	<p>Receive and File Documents:</p> <p><u>Deed File:</u></p> <ol style="list-style-type: none"> <li>1. Commissioner’s Deed – 627 McKinley Street</li> </ol> <p><u>Contract File:</u></p> <ol style="list-style-type: none"> <li>1. Contract Amendment – Tetra Tech – Brownfield Assessment Grant – MO #3093</li> <li>2. Contract For Services – Paducah Interfaith Ministry d/b/a Paducah Cooperative Ministry (PCM) – MO #3102</li> <li>3. Contract For Services – Washington Street Community Development Corporation – MO #3104</li> <li>4. Contract with Stringfellow – purchase of Pac-Mac Knuckle Boom and Heil Durapack Side Arm – Total of \$414,109.89 – ORD 2025-08-8852</li> <li>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</li> <li>6. Opioid Settlement Participation Agreement notification – Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus</li> </ol> <p><u>Financials:</u></p> <ol style="list-style-type: none"> <li>1. Paducah Water Works – Month ended July 31, 2025</li> </ol> <p><u>Bids and Proposals File:</u></p> <ol style="list-style-type: none"> <li>1. Repairs to Pump out Lines – Transient Boat Dock <ol style="list-style-type: none"> <li>a. Murtco, Inc. – MO #3108</li> </ol> </li> </ol>
I(C)	Appointment of Alexis Marrs and Carrie Signa to the Paducah Main Street Board. Said terms shall expire September 2, 2026 and September 2, 2027, respectively.
I(D)	Personnel Actions
I(E)	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 <b>(MO #3115; BK 14)</b>
I(F)	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 <b>(MO #3116; BK 14)</b>
I(G)	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 <b>(MO #3117; BK 14)</b>
I(H)	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 <b>(MO #3118; BK 14)</b>
I(I)	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

September 2, 2025

	FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME <b>(MO #3119; BK 14)</b>
I(J)	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 <b>(MO #3120; BK 14)</b>
I(K)	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 <b>(MO #3121; BK 14)</b>
I(L)	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 <b>(MO #3122; BK 14)</b>
I(M)	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 <b>(MO #3123; BK 14)</b>
I(N)	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 <b>(MO #3124; BK 14)</b>
I(O)	A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE EXECUTION OF A MODIFICATION TO THE TOLLING AGREEMENT BETWEEN THE CITY OF PADUCAH, SMITH CONTRACTING COMPANY LLC, AND JSC TERMINAL LLC d/b/a MIDWEST TERMINAL <b>(MO #3125; BK 14)</b>

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**

#### **APPROVE FY2026 CONTRACT WITH GPEDC, INC.**

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

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5). **(MO #3126; BK 14)**

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**AUTHORIZE CONTRACT WITH RL TURNER FOR DESIGN SERVICES FOR NEW SPRAY GROUND AT ROBERT COLEMAN PARK**

Commissioner Thomas offered Motion, seconded by Commissioner Wilson that the Board of Commissioners adopt a Municipal Order entitled, “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.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5). **(MO #3127, BK 14)**

**ORDINANCE ADOPTIONS**

**BUSINESS LICENSE FEE SCHEDULE – INFLATIONARY ADJUSTMENT**

Commissioner Wilson offered Motion, seconded by Commissioner Thomas, that the Board of Commissioners adopt an Ordinance entitled, “AN 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.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5). **(ORD #2025-09-8855; BK 37)**

**ORDINANCE INTRODUCTION**

**SETTING TAX LEVIES: AD VALOREM PROPERTIES – FY2026**

Commissioner Henderson offered Motion, seconded by Commissioner Smith that the Board of Commissioners introduce an Ordinance entitled, “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.”

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

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.

**DISCUSSION**

Communications Manager Pam Spencer provided the following summary:

**MyPaducah Mobile App and Portal Preview**

“City Clerk and Director of Customer Experience Lindsay Parish provided a preview of the service request app that is replacing the current 311 system. This new app and online portal are called MyPaducah. Once you download the app or visit the portal, one of the first steps suggested is to click "New Request" so that you can subscribe to notices. A photo is not necessary. This is basically your first request - to be informed. It will require that you register for an account after you hit submit. For more information on the app and portal, visit <https://paducahky.gov/mypaducah>.

The former 311 system will close in October. The public’s feedback was that the former app was

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not user-friendly which has led to the launch of this new app through CivicPlus called SeeClickFix.”

**MAYOR COMMENTS**

The Mayor reminded everyone that we are kicking off a new recycling schedule. Recycled items will now be picked up every other week on the same day as the regular refuse collection in your neighborhood.

**ADJOURN**

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

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

**TIME ADJOURNED:** 6:01 p.m.

**ADOPTED:** September 15, 2025

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George Bray, Mayor

ATTEST:

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Lindsay Parish, City Clerk

September 15, 2025

RECEIVE AND FILE DOCUMENTS:

Deed File:

1. Deed of Conveyance – City of Paducah to Paducah Independent School District – 200 South 25<sup>th</sup> Street – Softball field at Brooks Stadium – MO #3052
2. Temporary Construction Easement Agreement - City of Paducah to Paducah Independent School District – 200 South 25<sup>th</sup> Street – Softball field at Brooks Stadium – MO #3052

Contract File:

1. Change Order No. 1 – Communications International – MO #3098
2. Contract with Murco – Repairs to the pump out lines – Transient Boat Dock – MO #3108
3. Funding Agreement – Paducah-McCracken County Riverport Authority – MO #3114
4. Memorandum of Agreement – 1441 Olivet Church Road – Daren and Kelly Hack – MO #3115
5. Memorandum of Agreement – 6615 Blandville Road – Dustin Hawkins – MO #3116
6. Contract with Reliable Electric – Lighting at Dolly McNutt Plaza – MO #3117
7. Contract For Services – Paducah Alliance of Neighbors – MO #3122
8. Linwood Motors – Purchase of two Compact SUV’s for Parks Department – MO #3123
9. Modification to Tolling Agreement – Jim Smith Contracting Company, JSC Terminal and City of Paducah – MO #3125
10. Contract For Services FY2026 – GPEDC – MO #3126
11. Agreement For Design Services – RL Turner Corporation – Robert Coleman Spray Park – MO #3127

Financials:

1. Forest Hills Village, Inc. – Financial Statements Year Ended May 31, 2025 and 2024

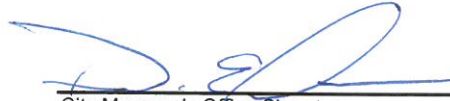
Bids and Proposals File:

1. Dolly McNutt Lighting – Reliable Electric – sole bidder – MO #3117
2. Two SUV’s for Parks Department – Linwood Motors sole bidder – MO #3123
3. Design Work for Coleman Spray Ground – RL Turner – sole bidder – MO #3127

CITY OF PADUCAH  
September 15, 2025

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



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City Manager's Office Signature

Sept. 11, 2025

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Date

**CITY OF PADUCAH  
PERSONNEL ACTIONS  
September 15, 2025**

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

<b><u>POLICE</u></b>	<b><u>POSITION</u></b>	<b><u>RATE</u></b>	<b><u>NCS/CS</u></b>	<b><u>FLSA</u></b>	<b><u>EFFECTIVE DATE</u></b>
Dunbar, Jayveon L.	Police Officer	\$28.24/hr	NCS	Non-Ex	September 18, 2025
<b><u>PUBLIC WORKS</u></b>					
Phillips II, Daniel H.	Solid WASTE Truck Driver	\$23.62/hr	NCS	Non-Ex	September 18, 2025

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

<b><u>E911</u></b>	<b><u>PREVIOUS POSITION AND BASE RATE OF PAY</u></b>	<b><u>CURRENT POSITION AND BASE RATE OF PAY</u></b>	<b><u>NCS/CS</u></b>	<b><u>FLSA</u></b>	<b><u>EFFECTIVE DATE</u></b>
Sallee, Michael Ryan	Telecommunicator \$21.83/hr	Telecommunicator \$22.27/hr	NCS	Non-Ex	September 18, 2025
<b><u>ADMINISTRATION</u></b>					
Reasons, Hope A.	Projects & Grants Coordinator \$35.97/hr	Projects & Grants Coordinator \$36.87/hr	NCS	Non-Ex	August 7, 2025
<b><u>FINANCE</u></b>					
Arellano-Tapia, Anayeli	Revenue Technician \$21.61/hr	Revenue Technician \$21.83/hr	NCS	Non-Ex	August 7, 2025
<b><u>HUMAN RESOURCES</u></b>					
Leidecker, Jeremy L.	Risk Manager \$41.60/hr	Risk Manager \$42.64/hr	NCS	Ex	September 3, 2025
<b><u>POLICE</u></b>					
Stanley, Mary D.	Records Clerk \$20.09/hr	Records Clerk \$20.59/hr	NCS	Non-Ex	July 24, 2025
Watson, Travis L.	Operations Captain \$47.63/hr	Support Services Captain \$49.06/hr	NCS	Ex	August 21, 2025

**TERMINATIONS - FULL-TIME (F/T)**

<b><u>FIRE - SUPPRESSION</u></b>	<b><u>POSITION</u></b>	<b><u>REASON</u></b>	<b><u>EFFECTIVE DATE</u></b>
Winnans, Michael R.	Firefighter / Relief Driver	Resignation	September 29, 2025
<b><u>POLICE</u></b>			
Perry, Derik A.	Police Officer	Resignation	September 19, 2025

# Agenda Action Form Paducah City Commission

Meeting Date: September 15, 2025

Short Title: Approve the purchase of 1302 Tennessee Street - **S. KYLE**

Category: Municipal Order

Staff Work  
By: Steve Kyle  
Presentation  
By: Steve Kyle

**Background Information:** Keith Mayo owns certain real property consisting of approximately 7.25 +/- acres located at 1302 Tennessee Street.

The Mayo Property adjoins an approximate 14.86-acre tract of land currently owned by the City of Paducah to be developed as a training facility for the Fire Department. The Fire Department desires to acquire the Mayo Property for the purpose of extending the Training Field Property. This action authorizes the Mayor to execute all documents necessary to purchase the Mayo Property for \$18,000.

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: FI0032

Staff Recommendation: Approve.

Attachments:

1. MO prop pur – 1302 Tennessee Street
2. PURCHASE AGREEMENT - SELLER SIGNED

**MUNICIPAL ORDER NO. \_\_\_\_\_**

**A MUNICIPAL ORDER AUTHORIZING PURCHASE OF REAL PROPERTY LOCATED AT 1302 TENNESSEE STREET, PADUCAH, McCRACKEN COUNTY, KENTUCKY**

WHEREAS, Keith Mayo (“Mayo”) owns certain real property consisting of approximately 7.25 +/- acres located at 1302 Tennessee Street, Paducah, Kentucky 42003 (the “Mayo Property”);

WHEREAS, the Mayo Property adjoins an approximate 14.86-acre tract of land currently owned by the City of Paducah to be developed as a training facility for the Fire Department (the “Training Field Property”);

WHEREAS, the City of Paducah desires to acquire the Mayo Property for the purpose of extending the Training Field Property;

WHEREAS, the City of Paducah has offered, and Mayo has accepted, an offer to purchase the Mayo Property for \$18,000.00; and

WHEREAS, the Board of Commissioners of the City of Paducah find that the acquisition of the Mayo Property for the gross purchase price of \$18,000 is reasonable and fair, advances a particular public purpose of the City, and is in the best interest of the City.

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

Section 1. Recitals and Authorizations. The Board of Commissioners declares that the acquisition of the Mayo Property by the City of Paducah for purposes of extending the Training Field Property advances a particular public purpose of the City, is in the best interest of the City, and is hereby approved and authorized.

Section 2. Recitals and Authorizations. That the Mayor of the City of Paducah, Kentucky, be and is hereby authorized to purchase on behalf of the City the Mayo Property for and in consideration of Eighteen Thousand Dollars (\$18,000.00). The Mayor is further authorized to execute all documentation necessary to effectuate the transfer of the Mayo Property to the City of Paducah.

Section 3. Purchase Price. The Finance Department for the City of Paducah is further authorized to distribute funds for the purchase price of the Mayo Property upon the terms set forth in the Real Estate Purchase Agreement executed by Mayo and the City of Paducah, a true and correct copy of which is attached hereto as Appendix 1.

Section 4. Severability. If any section, paragraph or provision of this Order shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Order.

Section 5. Compliance with Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Order were taken in an open meeting of the City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 6. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Order are, to the extent of such conflict, hereby repealed and the provisions of this Order shall prevail and be given effect.

Section 7. 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.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

Introduced by the Board of Commissioners, \_\_\_\_\_, 2025.

Adopted by the Board of Commissioners, \_\_\_\_\_, 2025.

Recorded by City Clerk, \_\_\_\_\_, 2025.

MO\prop pur – 1302 Tennessee Street

4931-3066-6584

## Appendix “1”

# Agenda Action Form

## Paducah City Commission

Meeting Date: September 15, 2025

Short Title: Approve FY2026 Contract with Sprocket, Inc. in the Amount of \$100,000 - **M. SMOLEN**

Category: Municipal Order

Staff Work  
By: Michelle  
Smolen  
Presentation  
By: Michelle  
Smolen

**Background Information:** The Board of Commissioners included \$100,000 in funding for Sprocket in the adopted FY2026 budget. The contract states that Sprocket will receive \$100,000 in quarterly payments for providing small business development and entrepreneurial programs. Additionally, Sprocket will complete a financial review for FY26.

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

Communications Plan:

Funds Available: Account Name: Investment Fund - Sprocket

Account Number: 24000401- 580810

Staff Recommendation: Approve.

Attachments:

1. MO - contract-Sprocket FY26
2. Sprocket Contract for Services FY2026

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE  
A CONTRACT WITH SPROCKET, INC. IN THE AMOUNT OF  
\$100,000

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Sprocket, Inc. in the amount of \$100,000 payable in quarterly installments of \$25,000 each.

SECTION 2. This expenditure shall be charged to the Investment Fund, Account No. 24000401-580810.

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, November 12, 2024  
Recorded by Lindsay Parish, City Clerk, November 12, 2024  
\\mo\contract-Sprocket FY25

# Agenda Action Form

## Paducah City Commission

Meeting Date: September 15, 2025

Short Title: Authorize the Engineering Department to Partner with the Purchase Area Development District to Apply for the GRANT program for Matching Funds for the DRA 2025 Application - **H. REASONS**

Category: Municipal Order

Staff Work By: Melanie  
Townsend, Hope Reasons  
Presentation By: Greg Guebert

**Background Information:** On August 26, 2025, the Paducah Board of Commissioners approved Municipal Order # 3110 authorizing an application for a \$2,000,000 Community Infrastructure Fund grant through the Delta Regional Authority for the Parallel Pipe Conveyance Project, which will cost \$2,220,000, with a 10% City match (\$222,000) required.

The Cabinet for Economic Development (CED) provides Government Resources Accelerating Needed Transformation (GRANT) Program funding to meet a portion of the match.

The City is requesting \$211,538 in matching funds from the CED. It will be responsible for \$8,462, for a total of \$222,000.

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: FW0019

**Staff Recommendation:** Authorize the Mayor to execute all documents related to application and acceptance of GRANT program funds

**Attachments:**

1. Paducah Stormwater GRANT Resolution
2. MO - app - PADD - GRANT Program - matching funds DRA

**AUTHORIZING RESOLUTION # \_\_\_\_\_**

**City of Paducah, KY (“Entity”)**

Adoption of a resolution of the City of Paducah authorizing the completion and filing of a Government Resources Accelerating Needed Transformation (GRANT) Program of 2025 project application for up to \$215,000 in GRANT Program of 2025 funds with the Cabinet for Economic Development (“CED”); authorizing and directing Mayor George Bray (“Authorized Representative”) of the City of Paducah (“Entity”) to execute any documents which are deemed necessary by CED to carry out this project; and authorizing the Authorized Representative to act as the authorized correspondent for this project; permitting review and execution of all agreements and request of all disbursements related to the GRANT Program of 2025.

**WHEREAS** the Entity desires to promote and carry out community development efforts on behalf of the residents of City of Paducah (“City”) by supporting the GRANT Program of 2025 project; and

**WHEREAS** the Entity is submitting or has submitted an application for the following federal grant program Government Resources Accelerating Needed Transformation (GRANT) with the intent to access federal grant resources that are in the public interest and for a public purpose may seek funding assistance in preparing and/or completing applications for federal resources.

**WHEREAS** it recognizes that the GRANT Program of 2025 monies available to the Entity for the purposes stated herein, pursuant to KRS 147A.150 to 147A.166, impose certain obligations and responsibilities upon the Entity and will require among other things:

- (1) Approval of a satisfactory application submitted to CED for approval;
- (2) Proper registration to do business within the Commonwealth; and
- (3) Other obligations of the Entity in connection with receiving the GRANT Program of 2025 monies for the purposes stated herein.

**NOW, THEREFORE**, be it resolved this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by the City of Paducah

That a GRANT Program of 2025 Application on behalf of the Entity for GRANT Program of 2025 monies up to \$215,000 for Paducah Stormwater/Parallel Pipe Conveyance shall be submitted to CED.

The Entity shall provide such additional information and furnish such documentation as may be required, and the Authorized Representative shall act as the authorized correspondent for this Project.

Resolved this \_\_\_\_ day of \_\_\_\_\_ 2025.

Motion by \_\_\_\_\_ and seconded by \_\_\_\_\_, with members present voting in favor.

Signed by: \_\_\_\_\_

Title: Mayor

Witnessed by: \_\_\_\_\_

Title: City Clerk

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE ENGINEERING DEPARTMENT TO PARTNER WITH THE PURCHASE AREA DEVELOPMENT DISTRICT TO SUBMIT AN APPLICATION FOR THE GRANT PROGRAM FOR MATCHING FUNDS FOR THE DRA 2025 APPLICATION, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO THE APPLICATION

WHEREAS, , on August 26, 2025, the Paducah Board of Commissioners approved Municipal Order # 3110 authorizing an application for a \$2,000,000 Community Infrastructure Fund grant through the Delta Regional Authority for the Parallel Pipe Conveyance Project, which will cost \$2,220,000, with a 10% City match (\$222,000) required.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Cabinet for Economic Development (CED) provides Government Resources Accelerating Needed Transformation (GRANT) Program funding to meet a portion of the match. The City is requesting \$211,538 in matching funds from the CED. It will be responsible for \$8,462, for a total of \$222,000.

SECTION 2. The Mayor is hereby authorized to execute all documents related to the grant application.

SECTION 3. The matching funds in the amount of \$8,462 shall be paid from Project Account FW0016.

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

\_\_\_\_\_  
George P. Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 26, 2025  
Recorded by Lindsay Parish, City Clerk, August 26, 2025  
\\mo\grants\app- PADD – GRANT program – matching funds DRA

# Agenda Action Form

## Paducah City Commission

Meeting Date: September 15, 2025

**Short Title:** Authorize the Engineering Department to Submit a Grant Application to the Kentucky Transportation Cabinet for the County Priority Projects Program - **H. REASONS**

**Category:** Municipal Order

Staff Work By: Melanie Townsend, Hope Reasons, Brandy Topper-Curtiss, Greg Guebert  
Presentation By: Hope Reasons

**Background Information:** The Kentucky State Legislature appropriated \$20M in the 2024-2026 biennial state budget to fund projects within the County Priority Projects Program. Cities can apply for Local Assistance Road Program funds for a maximum of \$500,000 project cost, with 17.5% being city match. For a \$500,000 project, the City match would be \$87,500. These funds will be used for street resurfacing and repair. The Legislature will select projects.

The City of Paducah Engineering Department wishes to apply for funds to supplement the Street Rehabilitation Program budget.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: MAP

Account Number: 23002217 542270

**Staff Recommendation:** Authorize the Engineering Department to apply to the Kentucky Transportation Cabinet for the County Priority Projects Program and authorize the Mayor to execute any and all grant documents related to the same if awarded.

**Attachments:**

1. MO app-KTC County Priority – Street Rehabilitation Program
2. TC 20-41 County Priority Projects Program

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE KENTUCKY TRANSPORTATION CABINET FOR A COUNTY PRIORITY PROJECTS PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED \$500,000 FOR THE PADUCAH STREET REHABILITATION PROGRAM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a grant application and all documents necessary through the Kentucky Transportation Cabinet for a County Priority Projects Program Grant in an amount not to exceed \$500,000 for the Paducah Street Rehabilitation Program.

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, \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

\mo\grants\app-KTC County Priority – Street Rehabilitation Program

### COUNTY PRIORITY PROJECTS PROGRAM

**SECTION 1: REQUESTOR INFORMATION**

<b>NAME</b>	<b>CONTACT PERSON</b>		
<b>MAILING ADDRESS</b>	<b>PHONE</b>	<b>FAX</b>	
<b>EMAIL ADDRESS</b>	<b>DATE SUBMITTED</b>		

**SECTION 2: NATURE OF REQUEST**

<u>Type of Request</u> <i>(Mark all that apply)</i>			<u>Those Affected</u>	
<input type="checkbox"/> Resurfacing	<input type="checkbox"/> Hazardous Conditions	<input type="checkbox"/> Emergency	# of constituents	_____
<input type="checkbox"/> Patching	<input type="checkbox"/> Other: _____		# of local businesses	_____

**SECTION 3: JUSTIFICATION**

*Explain in detail the nature of the funding request, highlighting the impact this project will have on each type of request specified above (i.e., safety, repairs, etc.). **Note:** This area is text limited. Attach additional sheets as needed.*

**SECTION 4: DETAILS OF REQUEST**

COUNTY	% MATCH	REQUIRED PHOTOS		
	0.0%	Photos attached? <i>(Photos every 300 feet are required.)</i>	YES	NO

Project Estimate: \$ \_\_\_\_\_ -

Required Match: \$ \_\_\_\_\_ -

TOTAL Contribution Requested  
*(Project Estimate less Required Match):* \$ \_\_\_\_\_ -

**SECTION 5: REQUESTOR SIGNATURE**

PRINTED NAME	SIGNATURE	DATE SIGNED

### COUNTY PRIORITY PROJECTS PROGRAM

**IMPORTANT:** Per KRS 176, the Estimated Cost of each priority project shall not exceed \$500,000.

<b>Priority No. 1</b>	<b>ROAD NAME</b>	<b>ROAD NO.</b>	<b>LENGTH OF PROJECT (miles)</b>	<b>ESTIMATED COST</b>	
	<b>PROJECT LOCATION</b> (Provide name of nearest intersecting road and its distance/direction from the project.)				
	<b>BEGINNING MILE POINT</b>	<b>ENDING MILE POINT</b>	<b>LATITUDE, LONGITUDE (decimal degrees)</b>		
	<i>Note: Use KYTC online maps to determine accurate mile points, as well as latitude and longitude.</i>				
	Type of Request:	<input type="checkbox"/> Resurfacing	<input type="checkbox"/> Hazardous Conditions	<input type="checkbox"/> Emergency	
		<input type="checkbox"/> Patching	<input type="checkbox"/> Other: _____		

<b>Priority No. 2</b>	<b>ROAD NAME</b>	<b>ROAD NO.</b>	<b>LENGTH OF PROJECT (miles)</b>	<b>ESTIMATED COST</b>	
	<b>PROJECT LOCATION</b> (Provide name of nearest intersecting road and its distance/direction from the project.)				
	<b>BEGINNING MILE POINT</b>	<b>ENDING MILE POINT</b>	<b>LATITUDE, LONGITUDE (decimal degrees)</b>		
	<i>Note: Use KYTC online maps to determine accurate mile points, as well as latitude and longitude.</i>				
	Type of Request:	<input type="checkbox"/> Resurfacing	<input type="checkbox"/> Hazardous Conditions	<input type="checkbox"/> Emergency	
		<input type="checkbox"/> Patching	<input type="checkbox"/> Other: _____		

<b>Priority No. 3</b>	<b>ROAD NAME</b>	<b>ROAD NO.</b>	<b>LENGTH OF PROJECT (miles)</b>	<b>ESTIMATED COST</b>	
	<b>PROJECT LOCATION</b> (Provide name of nearest intersecting road and its distance/direction from the project.)				
	<b>BEGINNING MILE POINT</b>	<b>ENDING MILE POINT</b>	<b>LATITUDE, LONGITUDE (decimal degrees)</b>		
	<i>Note: Use KYTC online maps to determine accurate mile points, as well as latitude and longitude.</i>				
	Type of Request:	<input type="checkbox"/> Resurfacing	<input type="checkbox"/> Hazardous Conditions	<input type="checkbox"/> Emergency	
		<input type="checkbox"/> Patching	<input type="checkbox"/> Other: _____		

<b>Priority No. 4</b>	<b>ROAD NAME</b>	<b>ROAD NO.</b>	<b>LENGTH OF PROJECT (miles)</b>	<b>ESTIMATED COST</b>	
	<b>PROJECT LOCATION</b> (Provide name of nearest intersecting road and its distance/direction from the project.)				
	<b>BEGINNING MILE POINT</b>	<b>ENDING MILE POINT</b>	<b>LATITUDE, LONGITUDE (decimal degrees)</b>		
	<i>Note: Use KYTC online maps to determine accurate mile points, as well as latitude and longitude.</i>				
	Type of Request:	<input type="checkbox"/> Resurfacing	<input type="checkbox"/> Hazardous Conditions	<input type="checkbox"/> Emergency	
		<input type="checkbox"/> Patching	<input type="checkbox"/> Other: _____		

**COUNTY PRIORITY PROJECTS PROGRAM**

**IMPORTANT:** Per KRS 176, the Estimated Cost of each priority project shall not exceed \$500,000.

<b>Priority No. 5</b>	<b>ROAD NAME</b>	<b>ROAD NO.</b>	<b>LENGTH OF PROJECT (miles)</b>	<b>ESTIMATED COST</b>	
	<b>PROJECT LOCATION</b> (Provide name of nearest intersecting road and its distance/direction from the project.)				
	<b>BEGINNING MILE POINT</b>	<b>ENDING MILE POINT</b>	<b>LATITUDE, LONGITUDE (decimal degrees)</b>		
	<i>Note: Use KYTC online maps to determine accurate mile points, as well as latitude and longitude.</i>				
	Type of Request:	<input type="checkbox"/> Resurfacing	<input type="checkbox"/> Hazardous Conditions	<input type="checkbox"/> Emergency	
		<input type="checkbox"/> Patching	<input type="checkbox"/> Other: _____		

<b>Priority No. 6</b>	<b>ROAD NAME</b>	<b>ROAD NO.</b>	<b>LENGTH OF PROJECT (miles)</b>	<b>ESTIMATED COST</b>	
	<b>PROJECT LOCATION</b> (Provide name of nearest intersecting road and its distance/direction from the project.)				
	<b>BEGINNING MILE POINT</b>	<b>ENDING MILE POINT</b>	<b>LATITUDE, LONGITUDE (decimal degrees)</b>		
	<i>Note: Use KYTC online maps to determine accurate mile points, as well as latitude and longitude.</i>				
	Type of Request:	<input type="checkbox"/> Resurfacing	<input type="checkbox"/> Hazardous Conditions	<input type="checkbox"/> Emergency	
		<input type="checkbox"/> Patching	<input type="checkbox"/> Other: _____		

<b>Priority No. 7</b>	<b>ROAD NAME</b>	<b>ROAD NO.</b>	<b>LENGTH OF PROJECT (miles)</b>	<b>ESTIMATED COST</b>	
	<b>PROJECT LOCATION</b> (Provide name of nearest intersecting road and its distance/direction from the project.)				
	<b>BEGINNING MILE POINT</b>	<b>ENDING MILE POINT</b>	<b>LATITUDE, LONGITUDE (decimal degrees)</b>		
	<i>Note: Use KYTC online maps to determine accurate mile points, as well as latitude and longitude.</i>				
	Type of Request:	<input type="checkbox"/> Resurfacing	<input type="checkbox"/> Hazardous Conditions	<input type="checkbox"/> Emergency	
		<input type="checkbox"/> Patching	<input type="checkbox"/> Other: _____		

<b>Priority No. 8</b>	<b>ROAD NAME</b>	<b>ROAD NO.</b>	<b>LENGTH OF PROJECT (miles)</b>	<b>ESTIMATED COST</b>	
	<b>PROJECT LOCATION</b> (Provide name of nearest intersecting road and its distance/direction from the project.)				
	<b>BEGINNING MILE POINT</b>	<b>ENDING MILE POINT</b>	<b>LATITUDE, LONGITUDE (decimal degrees)</b>		
	<i>Note: Use KYTC online maps to determine accurate mile points, as well as latitude and longitude.</i>				
	Type of Request:	<input type="checkbox"/> Resurfacing	<input type="checkbox"/> Hazardous Conditions	<input type="checkbox"/> Emergency	
		<input type="checkbox"/> Patching	<input type="checkbox"/> Other: _____		

**COUNTY PRIORITY PROJECTS PROGRAM**

**IMPORTANT:** Per KRS 176, the Estimated Cost of each priority project shall not exceed \$500,000.

<b>Priority No. 9</b>	<b>ROAD NAME</b>	<b>ROAD NO.</b>	<b>LENGTH OF PROJECT (miles)</b>	<b>ESTIMATED COST</b>	
	<b>PROJECT LOCATION</b> (Provide name of nearest intersecting road and its distance/direction from the project.)				
	<b>BEGINNING MILE POINT</b>	<b>ENDING MILE POINT</b>	<b>LATITUDE, LONGITUDE</b> (decimal degrees)		
	<i>Note: Use KYTC online maps to determine accurate mile points, as well as latitude and longitude.</i>				
	Type of Request:	<input type="checkbox"/> Resurfacing	<input type="checkbox"/> Hazardous Conditions	<input type="checkbox"/> Emergency	
		<input type="checkbox"/> Patching	<input type="checkbox"/> Other: _____		

<b>Priority No. 10</b>	<b>ROAD NAME</b>	<b>ROAD NO.</b>	<b>LENGTH OF PROJECT (miles)</b>	<b>ESTIMATED COST</b>	
	<b>PROJECT LOCATION</b> (Provide name of nearest intersecting road and its distance/direction from the project.)				
	<b>BEGINNING MILE POINT</b>	<b>ENDING MILE POINT</b>	<b>LATITUDE, LONGITUDE</b> (decimal degrees)		
	<i>Note: Use KYTC online maps to determine accurate mile points, as well as latitude and longitude.</i>				
	Type of Request:	<input type="checkbox"/> Resurfacing	<input type="checkbox"/> Hazardous Conditions	<input type="checkbox"/> Emergency	
		<input type="checkbox"/> Patching	<input type="checkbox"/> Other: _____		

<b>Priority No. 11</b>	<b>ROAD NAME</b>	<b>ROAD NO.</b>	<b>LENGTH OF PROJECT (miles)</b>	<b>ESTIMATED COST</b>	
	<b>PROJECT LOCATION</b> (Provide name of nearest intersecting road and its distance/direction from the project.)				
	<b>BEGINNING MILE POINT</b>	<b>ENDING MILE POINT</b>	<b>LATITUDE, LONGITUDE</b> (decimal degrees)		
	<i>Note: Use KYTC online maps to determine accurate mile points, as well as latitude and longitude.</i>				
	Type of Request:	<input type="checkbox"/> Resurfacing	<input type="checkbox"/> Hazardous Conditions	<input type="checkbox"/> Emergency	
		<input type="checkbox"/> Patching	<input type="checkbox"/> Other: _____		

<b>Priority No. 12</b>	<b>ROAD NAME</b>	<b>ROAD NO.</b>	<b>LENGTH OF PROJECT (miles)</b>	<b>ESTIMATED COST</b>	
	<b>PROJECT LOCATION</b> (Provide name of nearest intersecting road and its distance/direction from the project.)				
	<b>BEGINNING MILE POINT</b>	<b>ENDING MILE POINT</b>	<b>LATITUDE, LONGITUDE</b> (decimal degrees)		
	<i>Note: Use KYTC online maps to determine accurate mile points, as well as latitude and longitude.</i>				
	Type of Request:	<input type="checkbox"/> Resurfacing	<input type="checkbox"/> Hazardous Conditions	<input type="checkbox"/> Emergency	
		<input type="checkbox"/> Patching	<input type="checkbox"/> Other: _____		

**COUNTY PRIORITY PROJECTS PROGRAM**

**IMPORTANT:** Per KRS 176, the Estimated Cost of each priority project shall not exceed \$500,000.

<b>Priority No. 13</b>	<b>ROAD NAME</b>	<b>ROAD NO.</b>	<b>LENGTH OF PROJECT (miles)</b>	<b>ESTIMATED COST</b>	
	<b>PROJECT LOCATION</b> (Provide name of nearest intersecting road and its distance/direction from the project.)				
	<b>BEGINNING MILE POINT</b>	<b>ENDING MILE POINT</b>	<b>LATITUDE, LONGITUDE (decimal degrees)</b>		
	<i>Note: Use KYTC online maps to determine accurate mile points, as well as latitude and longitude.</i>				
	Type of Request:	<input type="checkbox"/> Resurfacing	<input type="checkbox"/> Hazardous Conditions	<input type="checkbox"/> Emergency	
		<input type="checkbox"/> Patching	<input type="checkbox"/> Other: _____		

<b>Priority No. 14</b>	<b>ROAD NAME</b>	<b>ROAD NO.</b>	<b>LENGTH OF PROJECT (miles)</b>	<b>ESTIMATED COST</b>	
	<b>PROJECT LOCATION</b> (Provide name of nearest intersecting road and its distance/direction from the project.)				
	<b>BEGINNING MILE POINT</b>	<b>ENDING MILE POINT</b>	<b>LATITUDE, LONGITUDE (decimal degrees)</b>		
	<i>Note: Use KYTC online maps to determine accurate mile points, as well as latitude and longitude.</i>				
	Type of Request:	<input type="checkbox"/> Resurfacing	<input type="checkbox"/> Hazardous Conditions	<input type="checkbox"/> Emergency	
		<input type="checkbox"/> Patching	<input type="checkbox"/> Other: _____		

<b>Priority No. 15</b>	<b>ROAD NAME</b>	<b>ROAD NO.</b>	<b>LENGTH OF PROJECT (miles)</b>	<b>ESTIMATED COST</b>	
	<b>PROJECT LOCATION</b> (Provide name of nearest intersecting road and its distance/direction from the project.)				
	<b>BEGINNING MILE POINT</b>	<b>ENDING MILE POINT</b>	<b>LATITUDE, LONGITUDE (decimal degrees)</b>		
	<i>Note: Use KYTC online maps to determine accurate mile points, as well as latitude and longitude.</i>				
	Type of Request:	<input type="checkbox"/> Resurfacing	<input type="checkbox"/> Hazardous Conditions	<input type="checkbox"/> Emergency	
		<input type="checkbox"/> Patching	<input type="checkbox"/> Other: _____		

<b>Priority No. 16</b>	<b>ROAD NAME</b>	<b>ROAD NO.</b>	<b>LENGTH OF PROJECT (miles)</b>	<b>ESTIMATED COST</b>	
	<b>PROJECT LOCATION</b> (Provide name of nearest intersecting road and its distance/direction from the project.)				
	<b>BEGINNING MILE POINT</b>	<b>ENDING MILE POINT</b>	<b>LATITUDE, LONGITUDE (decimal degrees)</b>		
	<i>Note: Use KYTC online maps to determine accurate mile points, as well as latitude and longitude.</i>				
	Type of Request:	<input type="checkbox"/> Resurfacing	<input type="checkbox"/> Hazardous Conditions	<input type="checkbox"/> Emergency	
		<input type="checkbox"/> Patching	<input type="checkbox"/> Other: _____		

# Agenda Action Form Paducah City Commission

Meeting Date: September 15, 2025

**Short Title:** Accept and Authorize Contract Modification No. 3 with A&K Construction for the construction of the Entry Plaza - **A. CLARK & J. CANTER**

**Category:** Municipal Order

**Staff Work By:** Amie Clark  
**Presentation By:** Jeff Canter, Steve Ervin, Amie Clark

**Background Information:** On June 25, 2024, the BOC approved a contract with A&K Construction in the amount of \$47,771,838.83 for the construction of the Paducah Sports Park in partnership with the Fiscal Court and the McCracken County Sports Tourism Commission. At that time construction of the championship field and entry plaza were removed from the project for more value engineering.

On January 28, 2025, the BOC approved Contract Modification No. 1 with A&K Construction in the amount of \$999,000.00 for the construction of the Championship Field. Updated contract total of \$48,770,838.83.

On May 13, 2025, the BOC approved 90% design of the entry plaza and issued authorization to proceed with development of construction documents for the entry plaza.

On August 12, 2025, the BOC approved Contract Modification No. 2 with A&K Construction for a time extension of 73 days, with a new substantial completion date of March 1, 2026.

On September 11, 2025, the Sports Tourism Commission approved Contract Modification No. 3 in an amount not to exceed \$3,000,000.00 with A&K Construction for the construction of the Entry Plaza. The Sports Tourism Commission recommends and requests acceptance and approval of Contract Modification No. 3 with A&K Construction for an increase to the contract in the amount not to exceed \$3,000,000.00. With the increase, the updated contract price with A&K Construction is \$51,342,449.25.

Additionally, the Contractor has agreed to Direct Owner Purchase Credits for materials in the amount of \$428,389.58. This amount has been reallocated in the overall budget under owner contingency. With contract modifications, new budget for the sports park project is \$70,563,017.00.

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

**If yes, please list the Commission Priority:**

**Communications Plan:**

**Funds Available:** Account Name:  
Account Number:

**Staff Recommendation:** Accept and Approve

**Attachments:**

1. MO contract modification 3 – A&K Construction Sports Park
2. AK CO 003C

3. Cost Review - PSP - Entry Plaza - 20250910
4. AK CO 003C\_FINAL

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 3 TO THE CONSTRUCTION CONTRACT WITH A&K CONSTRUCTION, FOR THE CONSTRUCTION OF THE ENTRY PLAZA AT THE PADUCAH SPORTS PARK IN AN AMOUNT NOT TO EXCEED \$3,000,000 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME

WHEREAS, on June 25, 2024, the Board of Commissioners approved a contract with A&K Construction in the amount of \$47,771,838.83 for the construction of the Paducah Sports Park in partnership with the Fiscal Court and the McCracken County Sports Commission; and

WHEREAS, at that time, construction of the championship field and entry plaza was removed from the project; and

WHEREAS, on January 28, 2025, the Board of Commissioners approved Contract Modification No. 1 with A&K Construction in the amount of \$999,000 for the construction of the championship field.

WHEREAS, on August 12, 2025, the Board of Commissioners approved Contract Modification No. 2 extending the contract by to extend the contract by 73 days due to weather and time delays associated with cement stabilization.

WHEREAS, on September 11, 2025, the Sports Tourism Commission approved Contract Modification No. 3 in an amount not to exceed \$3,000,000 with A&K Construction for the construction of the Entry Plaza, for an updated contract price of \$51,342,449.25; and

WHEREAS, the Contractor has agreed to Direct Owner Purchase Credits for materials in the amount of \$428,389.58. This amount has been reallocated in the overall budget under owner contingency. With contract modifications, the new budget for the sports park project is \$70,563,017.00.

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

SECTION 1. The City Commission hereby approves Contract Modification No. 3 for the construction of the Entry Plaza in an amount not to exceed \$3,000,000 to the Agreement with A&K Construction for the Paducah Sports Park Project.

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, \_\_\_\_\_  
Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_  
mo\contract modification 3 – A&K Construction Sports Park

PSP - McCracken Cost of Revised Entry  
 Revised 09/10/25  
 Scope Reduction Summary

Current A&K estimate Rev 3 \$ 4,419,905.00

OPTIONAL ITEMS FOR CONSIDERATION	ESTIMATED REDUCTION
Item #1 - DELETE PAVILION OVER ENTRY BUILDINGS	\$ (451,930.19)
Item #2 - DELETE HVAC FROM RESTROOM BUILDING	\$ (90,395.48)
Item #3 - DELETE PLUMBING FROM RESTROOM BUILDING	\$ (95,070.63)
Item #4 - DELETE RESTROOM BUILDING	\$ (409,042.21)
Item #5 DELETE OFFICE BUILDING AND LEAVE 250 SF MODULAR	\$ (386,506.21)
Item #6 DELETE PERGOLA	\$ (112,523.80)
Item #7 PICNIC SHELTER	\$ (99,423.24)
Item #8 DELETE CONCRETE STEPS AND SEAT WALLS	\$ (82,125.17)
Item #9 - DELETE SEATWALL	\$ (15,133.17)
Item #10 - DELETE ALL SITE MASONRY	\$ (269,566.73)
Item #11- DELETE ENTRY PAVERS AND REPLACE WITH SIDEWALK	\$ (161,833.47)
Item # 12 - SITEWORK QUANTITIES CORRECTIONS	INCLUDED IN REV 3
Item #13 - PREFABRICATED ELECTRICAL ROOM LOCATION	PENDING
Item #14 - Open	\$ -
Item #15 - Open	\$ -
<b>TOTAL DEDUCT</b>	<b>\$ (2,173,550.30)</b>
<b>REVISED A&amp;K ESTIMATE WITH ESTIMATED REDUCTIONS</b>	<b>\$ 2,246,354.70</b>

Priority rank draft

- 3
- 13
- 12
- 11
- 10
- 7
- 8
- 5
- 4
- 8
- 9
- 1
- 2



# AIA® Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Paducah Sports Park-Bid Package 1C/2A  
C150 Downs Drive  
Paducah, Kentucky 42001

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: June 24, 2024

**CHANGE ORDER INFORMATION:**  
Change Order Number: 003C  
Date: September 10, 2025

**OWNER:** *(Name and address)*  
McCracken County Fiscal Court  
300 Clarence Gaines Street  
Paducah, KY 42003

**ARCHITECT:** *(Name and address)*  
Peck Flannery Gream Warren Inc.  
101 South Fourth Street  
PO Box 510  
Paducah, KY 42002-0510

**CONTRACTOR:** *(Name and address)*  
A&K Construction  
100 Calloway Court  
Paducah, KY 42001

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Item No. 3.01: ENTRY PLAZA

This Change Order is for construction of the Entry Plaza redesign and shall not exceed \$3,000,000.00.

Item No. 3.02: DIRECT OWNER PURCHASE 001 CREDIT  
Play Pro Hardscape Items (\$ 151,275.44)

Item No. 3.03: DIRECT OWNER PURCHASE 002 CREDIT  
Gametime Playground Equipment Material (\$ 206,713.78)

Item No. 3.04: DIRECT OWNER PURCHASE 004 CREDIT  
Commerical Door & Hardware (\$ 70,400.36)

TOTAL FOR DIRECT OWNER PURCHASE CREDITS (\$ 428,389.58)  
TOTAL FOR CO NO. 003 \$ 2,571,610.42

The original Contract Sum was	\$ 47,771,838.83
The net change by previously authorized Change Orders	\$ 999,000.00
The Contract Sum prior to this Change Order was	\$ 48,770,838.83
The Contract Sum will be increased by this Change Order in the amount of	\$ 2,571,610.42
The new Contract Sum including this Change Order will be	\$ 51,342,449.25

The Contract Time will be increased by zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Peck Flannery Gream Warren Inc.  
**ARCHITECT** *(Firm name)*

A&K Construction  
**CONTRACTOR** *(Firm name)*

McCracken County Fiscal Court  
**OWNER** *(Firm name)*

\_\_\_\_\_  
**SIGNATURE**  
Jeff Canter, Vice President  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**SIGNATURE**  
Bill Boyd, President  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**SIGNATURE**  
Craig Z. Clymer, Judge Executive  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

PSP - McCracken Cost of Revised Entry  
 Revised 09/10/25  
 Scope Reduction Summary

Current A&K estimate Rev 3 \$ 4,419,905.00

OPTIONAL ITEMS FOR CONSIDERATION	ESTIMATED REDUCTION
Item #1 - DELETE PAVILION OVER ENTRY BUILDINGS	\$ (451,930.19)
Item #2 - DELETE HVAC FROM RESTROOM BUILDING	\$ (90,395.48)
Item #3 - DELETE PLUMBING FROM RESTROOM BUILDING	\$ (95,070.63)
Item #4 - DELETE RESTROOM BUILDING	\$ (409,042.21)
Item #5 DELETE OFFICE BUILDING AND LEAVE 250 SF MODULAR	\$ (386,506.21)
Item #6 DELETE PERGOLA	\$ (112,523.80)
Item #7 PICNIC SHELTER	\$ (99,423.24)
Item #8 DELETE CONCRETE STEPS AND SEAT WALLS	\$ (82,125.17)
Item #9 - DELETE SEATWALL	\$ (15,133.17)
Item #10 - DELETE ALL SITE MASONRY	\$ (269,566.73)
Item #11- DELETE ENTRY PAVERS AND REPLACE WITH SIDEWALK	\$ (161,833.47)
Item # 12 - SITEWORK QUANTITIES CORRECTIONS	INCLUDED IN REV 3
Item #13 - PREFABRICATED ELECTRICAL ROOM LOCATION	PENDING
Item #14 - Open	\$ -
Item #15 - Open	\$ -
<b>TOTAL DEDUCT</b>	<b>\$ (2,173,550.30)</b>
<b>REVISED A&amp;K ESTIMATE WITH ESTIMATED REDUCTIONS</b>	<b>\$ 2,246,354.70</b>



8/5/2025

Jeff Canter  
PFGW Architects  
101 South 4<sup>th</sup> Street  
Paducah, KY 42001

Re: Paducah Sports Park – Entry Plaza Rev #2

**Total Pricing for Entry Plaza** **\$4,419,905.00**

**Breakdown**

**General Conditions**

• Dumpsters	\$ 4,240.00
• Temporary Heat	\$ 3,180.00
• Cleanup & Final Cleaning	\$ 3,260.00
• Payment & Performance Bond	\$ 42,510.00
• Builder's Risk	\$ 3,006.00
• Construction Layout	\$ 8,050.00

**\$ 64,246.00**

**Site Concrete**

• Sidewalks (Approx. 51,000 SF)	\$ 434,191.00
• Concrete Paving (Approx. 1,200 SF)	\$ 14,057.00
• Concrete for Unit Pavers (Approx. 5,100 SF)	\$ 54,349.00
• Concrete Header Curb (Approx. 561 LF)	\$ 30,568.00
• Concrete Steps & Seat Walls	\$ 68,919.00
• Concrete Seat Walls	\$ 21,028.00
• Concrete Pavers	\$ 127,200.00
• Pergola Foundations	\$ 9,542.00

**\$ 759,854.00**

**Earthwork**

• New Layout/Bond	\$ 27,500.00
• Extra Dirt Sidewalks & Parking	\$ 60,000.00
• Pond Dewatering	\$ 34,850.00
• Stormwater	\$ 16,100.00
• Gravel Trail	\$ 875.00
• Asphalt	\$ 3,000.00
• Curb & Gutter	\$17,100.00

**\$ 159,425.00**



<b><u>Fencing</u></b>	<b><u>\$98,867.00</u></b>
• Chain Link Fencing	\$ 66,717.00
• Entry Pavilion Gates	\$ 32,150.00
<b><u>Concrete</u></b>	<b><u>\$ 154,440.00</u></b>
• Building Foundations & Slab	\$ 67,411.00
• Pavilion Foundations & Slab	\$ 67,763.00
• Picnic Shelter Foundation & Slab	\$ 19,266.00
<b><u>Masonry</u></b>	<b><u>\$ 382,715.00</u></b>
• Site Masonry	\$ 232,085.00
• Building Masonry	\$ 150,630.00
<b><u>Structural Steel</u></b>	<b><u>\$126,461.00</u></b>
• Building Steel, Joist, Decking	\$ 39,125.00
• Pergola Steel (No Material At This Time)	\$ 87,336.00
<b><u>Buildings (Division 6 &amp; 7)</u></b>	<b><u>\$ 77,138.00</u></b>
• Fiber Cement Siding	\$ 29,112.00
• Rough Carpentry	\$ 5,446.00
• TPO Roofing	\$ 37,580.00
• Caulking	\$ 5,000.00
<b><u>Windows</u></b>	<b><u>\$ 6,000.00</u></b>
• Aluminum Windows	\$ 6,000.00
<b><u>Finishes</u></b>	<b><u>\$ 48,969.00</u></b>
• Metal Framing, Sheathing, Ceilings	\$ 11,750.00
• Painting	\$ 37,219.00
<b><u>Specialties</u></b>	<b><u>\$ 35,313.00</u></b>
• Toilet Partitions	\$ 12,179.00
• Toilet Accessories	\$ 4,274.00
• Fire Extinguishers	\$ 1,590.00
• Flag Poles	\$ 17,270.00



<b><u>Site Furnishings</u></b>	<b><u>\$ 73,420.00</u></b>
• S-12 Decorative Bollards	\$ 23,408.00
• S-15 Table & Chairs	\$ 24,620.00
• S-22 Bench Type 1	\$ 8,452.00
• S-24 Bench Type 2	\$ 6,286.00
• S-25 Picnic Table	\$ 10,662.00
<b><u>Prefabricated Structures</u></b>	<b><u>\$425,821.00</u></b>
• 30'x30' Picnic Structure	\$ 73,821.00
• Pavilion Structure	\$ 352,000.00
<b><u>Mechanical</u></b>	<b><u>\$ 300,501.00</u></b>
• Building HVAC	\$ 155,653.00
• Building Plumbing	\$ 96,296.00
• Site Water & Sewer	\$ 48,552.00
<b><u>Electrical</u></b>	<b><u>\$ 1,130,216.00</u></b>
• Entry Pavilion	\$ 259,851.00
• Low Voltage (Entire Site)	\$ 238,447.00
• Championship Field	\$ 342,521.00
• Irrigation Stations	\$ 289,397.00
<b><u>OH&amp;P</u></b>	<b><u>\$ 576,509.00</u></b>
• Overhead & Profit	\$ 576,509.00

**Clarifications**

- Irrigation & landscaping are not included, still waiting on pricing.

This breakdown is being provided for review purposes only, individual items cannot be removed from the scope of work for the price provided.

If you have additional questions, please do not hesitate to contact me.

Sincerely,

*Josh Burks*

Josh Burks  
Project Manager

**PlayPros**

4815 South 100 West  
Kokomo, IN 46902 US  
8669597866  
playpros@playpros.com  
www.playpros.com



# Proposal

**ADDRESS**

Josh = Burks  
A & K Construction  
100 Calloway Ct  
Paducah, KY 42001

**SHIP TO**

Josh = Burks  
A & K Construction  
100 Calloway Ct  
Paducah, KY 42001

**PROPOSAL #** t3981

**DATE** 06/17/2025

**EXPIRATION DATE** 07/15/2025

**SALES REP**

Andrea Halbig - 270-853-1653

ACTIVITY	QTY	RATE	AMOUNT
PADUCAH MCCRACKEN CO SPORTS COMPLEX- Site Furnishings			0.00
6B-544-4HS - 42" SQ STL TABLE, 4 BKLS STS, HORIZONTAL	20	2,326.00	46,520.00T
6B-544-3HS - 42" SQ STL TABLE, 3 BKLS STS, HS	4	2,174.00	8,696.00T
77-60A - 6' PICNIC TABLE, ALUM	28	1,757.00	49,196.00T
93-60 - 6' CAST BENCH, STL SEAT, 2 ARMS	11	1,722.00	18,942.00T
6B-189-6HS/S-2	8	1,340.00	10,720.00T
1 6B-???PL/S-2 13' 4" RSD BKLS BENCH, PLATES, PL	1	2,500.00	2,500.00T
1 6B-???PL/S-2 18' 9" RSD BKLS BENCH, PLATES, PL	1	3,450.00	3,450.00T
FREIGHT FOR SITE FURNISHINGS	1	2,850.00	2,850.00
*Does not include assembly/installation			0.00

Prices quoted are special list per each. 77-60A pricing includes charges for Powder Coat aluminum slats

PlayPros Installation. Please be advised PlayPros will locate utilities that are members of Indiana and Kentucky 811. All non-member or private utilities are the responsibility of the owner. PlayPros will provide private locate service for \$1200

Private locates to be provided by:

Owner \_\_\_\_\_ PlayPros \_\_\_\_\_

Responsible Party \_\_\_\_\_

SUBTOTAL	142,874.00
TAX (6%)	8,401.44
<b>TOTAL</b>	<b>\$151,275.44</b>

Accepted By

Accepted Date

ADDITIONAL CHARGES MAY BE ASSESSED IF UNFORESEEN UNDERGROUND SITE CONDITIONS OCCUR, INCLUDING BUT NOT LIMITED TO: ROCK, CONCRETE, AND DEBRIS. THESE RATES WILL BE CHARGED AT \$60 PER MAN HOUR PLUS MATERIALS AND EQUIPMENT. All returned parts will be assessed a 22% restocking fee. Damaged parts may be subject to additional charges. All returns must be made within 30 days of purchase.



A PLAYCORE Company

150 PlayCore Dr SE, Fort Payne, AL 35967  
www.gametime.com  
(256) 845-5610 \* (800) 633-2394

Remit to:  
Game Time  
PO Box 680121  
Fort Payne, AL 35968

Invoice date **8/7/2025**  
Payment terms **Net 30 days**

### Pro forma invoice

Page 1 of 1  
Invoice number  
Customer no  
Customer PO 106014-01-06  
Reference  
Date shipped

**Sold to:**

Paducah, City of  
300 S. 5<sup>th</sup> Street  
Paducah, KY 42003

**Ship to :**

Paducah, City of  
300 S. 5<sup>th</sup> Street  
Paducah, KY 42003

Original Order No:

Project Name

Sales Group: DWA Recreation

Catalog No	Description	Qty	Unit price	Amount
RDU	PLAYGROUND EQUIPMENT	1.00	213,598.00	213,598.00
DISCOUNT	DISCOUNT	1.00	29,388.25	(29,388.25)
FREIGHT	FREIGHT	1.00	10,803.25	10,803.25
<b>Total</b>				<b>195,013.00</b>

Sales subtotal  
amount

Sales tax

**\$195,013.00**

**INVOICE  
TOTAL DUE**

**USD**



Paducah Sports Park - Bid Package 1C & 2  
 A & K Construction, Inc.  
 Proposal - Doors, Frames, Hardware Allowance  
 7/31/2025

Entry Pavilion

- 7 Each H.M. Fr: 3-Sided, 6-3/4" and 8-3/4" Jamb Depths, 16 Gauge, Welded.
- 7 Each HM.DR: Steel Stiffened, 16 Gauge.
- 1 Lot of Finish Hardware per Hardware Sets.

Building 3

- 10 Each H.M. Fr: 3-Sided, 6-3/4" and 8-3/4" Jamb Depths, 16 Gauge, Welded.
- 10 Each HM.DR: Steel Stiffened, 16 Gauge.
- 1 Lot of Finish Hardware per Hardware Sets.

Building 4

- 18 Each H.M. Fr: 3-Sided, 6-3/4" and 8-3/4" Jamb Depths, 16 Gauge, Welded.
- 18 Each HM.DR: Steel Stiffened, 16 Gauge.
- 1 Lot of Finish Hardware per Hardware Sets.

Division	Contractor	Labor	Material	Total
<del>Doors &amp; Hardware</del>	<del>A&amp;K Construction, Inc.</del>	<del>\$ 34,492.50</del>	<del>\$ 1,298.50</del>	<del>\$ 35,791.00</del>
<del>HMF/D/HW Supply</del>	<del>Commercial Door &amp; Hardware</del>		<del>\$ 70,400.36</del>	<del>\$ 70,400.36</del>
<del>Sub Total</del>		<del>\$ 34,492.50</del>	<del>\$ 71,698.86</del>	<del>\$ 106,191.36</del>
<del>OH&amp;P 15%</del>				<del>\$ 15,928.70</del>
<del>Total</del>				<del>\$ 122,120.06</del>

Materials \$66,453.00  
 sales tax 3,947.36  
 total \$70,400.36

100 Calloway Court  
 Paducah, KY 42001-5209  
 Phone: 270-441-7752  
 Fax: 270-441-7754



## Commercial Door & Hardware

1117 North 8th Street, Paducah, KY 42001  
Tel. 270-441-7171 Fax: 270-441-7174

# Bid Proposal

Project Name **Paducah Sports Park Entry Plaza**

Location 150 Downs Drive  
Paducah, KY

Bid Date Jun 24, 2025  
Drawing Date  
Addenda

Job Number: 202089

Section	Bid Price
---------	-----------

**08 11 13 Hollow Metal Doors & Frames**

7 EACH HM.FR: 3-SIDED, 6 3/4" AND 8 3/4" JAMB DEPTHS, 16 GAUGE, WELDED  
7 EACH HM.DR: STEEL STIFFENED, 16 GAUGE

**08 71 00 Door Hardware**

1 LOT OF FINISH HARDWARE PER HARDWARE SETS

BASED ON:

HINGES: HAGER  
LOCKS: SCHLAGE  
ELECTRIC STRIKE: HES  
POWER SUPPLY: SECURITRON  
CLOSERS: NORTON  
WEATHERSEALS: NGP

Bid Total: 14,148.00

~~10 21 13 Toilet Compartments \$ 7,580.00~~

6 EACH TOILET COMPARTMENTS: SOLID PLASTIC, FLOOR MOUNTED AND OVERHEAD BRACED  
1 EACH URINAL SCREEN: SOLID PLASTIC, WALL HUNG

~~10 28 13 Toilet Accessories \$ 3,027.00~~

8 EACH GRAB BARS (2) 18", (4) 36", (2) 42"  
4 EACH MIRRORS 18" X 36"  
6 EACH TOILET PAPER DISPENSERS  
2 EACH PAPER TOWEL DISPENSER / WASTE RECEPTACLE  
4 EACH SOAP DISPENSERS  
6 EACH SANITARY NAPKIN DISPOSALS  
2 EACH BABY CHANGING STATIONS



## Commercial Door & Hardware

1117 North 8th Street, Paducah, KY 42001  
Tel: 270-441-7171 Fax: 270-441-7174

# Bid Proposal

Project Name **Paducah Sports Park  
Building 3**

Location **150 Downs Drive  
Paducah, KY**

Bid Date **Jun 25, 2025**  
Drawing Date **4/24/25**  
Addenda

Job Number: 202090

Section	Bid Price
<b>08 11 13 Hollow Metal Doors &amp; Frames</b>	
10 EACH HM.FR: 16 GAUGE, WELDED	
10 EACH HM.DR: 16 GAUGE, STEEL STIFFENED	
<b>08 71 00 Door Hardware</b>	
1 LOT FINISH HARDWARE PER PLANS	

BASED ON:

HINGES: HAGER  
LOCKS: SCHLAGE  
CLOSERS: NORTON  
THRESHOLDS: NATIONAL GUARD  
ELECTRIC STRIKE: HES  
POWER SUPPLY: SECURITRON

Bid Total: 22,040.00

### TERMS:

Payment terms are Net 10th of the month if paying from statement, or 30 days from receipt of invoice(s). A service charge may be applied to past due accounts at the rate of 2% per month. Kentucky State Sales Tax is not included in this quote, but will be collected on all applicable invoices. All out-of-state sales taxes will be the responsibility of contractor to accrue and pay directly to the state. Prices are FOB job site (unloading by others). We exclude glazing. This quote is based upon our company acting as a material supplier, not a subcontractor, and thus is not subject to retention. Pricing listed herein is valid for 30 days from date of issue.

Terms and conditions accepted by:

Purchaser:  
Company:  
Purchase Order #

Estimator: Mike Harshman  
Company: Commercial Door & Hardware  
Date: 6/25/25

**Commercial Door & Hardware**

1117 North 8th Street, Paducah, KY 42001  
Tel: 270-441-7171 Fax: 270-441-7174

Project Name **Paducah Sports Park**

**Building # 4**

Location **150 Downs Dr**

**Paducah, KY**

Bid Date **Jun 25, 2025**

Drawing Date **6/24/25**

Addenda

Job Number: 202053

**Section**

**Bid Price**

**08 11 13 Hollow Metal Doors & Frames**

~~10 EACH HM.FR: 16 GAUGE, WELDED FRAMES ON SITE, REFERENCE SALES ORDER #514311~~

8 EACH HM.FR: 3-SIDED, VARIOUS JAMB DEPTHS, 16 GAUGE, WELDED

18 EACH HM.DR: 16 GAUGE, STEEL STIFFENED, FLUSH FACE, SEAMLESS

**08 71 00 Door Hardware**

1 LOT FINISH HARDWARE PER PLANS

BASED ON:

HINGES: HAGER

LOCKS: SCHLAGE

CLOSERS: NORTON

THRESHOLDS: NATIONAL GUARD

Bid Total: 30,265.00

**TERMS:**

Payment terms are Net 10th of the month if paying from statement, or 30 days from receipt of invoice(s). A service charge may be applied to past due accounts at the rate of 2% per month. Kentucky State Sales Tax is not included in this quote, but will be collected on all applicable invoices. All out-of-state sales taxes will be the responsibility of contractor to accrue and pay directly to the state. Prices are FOB job site (unloading by others). We exclude glazing. This quote is based upon our company acting as a material supplier, not a subcontractor, and thus is not subject to retention. Pricing listed herein is valid for 30 days from date of issue.

Terms and conditions accepted by:

Purchaser:

Company:

Purchase Order #

Estimator: Mike Harshman

Company: Commercial Door & Hardware

Date: 7/28/25

# Agenda Action Form

## Paducah City Commission

Meeting Date: September 15, 2025

Short Title: Approve Contract Modification No. 2 with Sprinturf, LLC for the Paducah Sports Park. - **A.**  
**CLARK & J. CANTER**

Category: Municipal Order

Staff Work  
By: Amie Clark  
Presentation  
By: Amie Clark

**Background Information:** On June 25, 2024, the BOC approved a contract with Sprinturf, LLC in the amount of \$6,321,087.00 for the construction of the Paducah Sports Park in partnership with the Fiscal Court and the McCracken County Sports Tourism Commission with a contracted completion date of December 15, 2025.

On January 28, 2025, the BOC approved Contract Modification No. 1 in the amount of \$772,492.00 for the Championship Field. Updated contract price of \$7,093,579.00

On July 31, 2025, a formal request was issued to the Sports Tourism Commission for a contract extension. This Change Order adds 73 days to the contract due to weather and time delays and associated cement stabilization. Approving the change order would require turn over of the park to operations on March 1st. Representatives from the City, County, Design Team, and Operations Team have evaluated the request. The Sports Tourism Commission approved the request on September 11, 2025, and is recommending to the City Commission and Fiscal Court for approval. The new contract completion date will be recorded as March 1, 2026.

Additionally, request approval for deduct in contract price in the amount of \$129,992.49 for agreed upon adjustments attributable to executed Construction Change Directives. New contract sum of \$6,963,586.51. Deduct will be reallocated to owner contingencies for a total project budget of \$70,563,017.00.

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:  
Account Number:

Staff Recommendation: Approve

Attachments:

1. SPINTURF CO 002\_FINAL
2. MO Contract Modification 2 - Sprinturf, LLC - Sports Park



# AIA®

# Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
 Paducah Sports Park-Bid Package 1A  
 150 Downs Drive  
 Paducah, Kentucky 42001

**CONTRACT INFORMATION:**  
 Contract For: General Construction  
 Date: June 24, 2024

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 002A  
 Date: September 10, 2025

**OWNER:** *(Name and address)*  
 McCracken County Fiscal Court  
 300 Clarence Gaines Street  
 Paducah, KY 42003

**ARCHITECT:** *(Name and address)*  
 Peck Flannery Gream Warren Inc.  
 101 South Fourth Street  
 PO Box 510  
 Paducah, KY 42002-0510

**CONTRACTOR:** *(Name and address)*  
 Sprinturf, LLC  
 146 Fairchild Street  
 Suite 150  
 Daniel Island, SC 49492

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Item No. 2.01:	VARIOUS ITEMS		
	COR 3	Flat Drain Removal	(\$ 68,000.00)
	PCO 1	Gameline Marking deductions	(\$109,217.49)
	PCO 6	Backstop extension fields 2-5	\$ 28,724.00
	PCO 9	Base inserts installatoin	\$ 18,501.00

Item No. 2.02: (COR 02) Contract Extension  
 Contract extension to March 1, 2026 (Substantial Completion)  
 The overall project construction schedule has been increased. The Contract Time is hereby extended by seventy-three (73) calendar days, revising the Substantial Completion Date to March 01, 2026. This Change Order is issued to document and resolve all pending contractor requests for extensions of time under the Contract. This extension addresses all delays attributable to the Contractor, the Owner, or other third parties through this period whether submitted formally or informally. This will include coinciding or concurrent delays during this period. This is a non-compensatory extension of time only.

Total Additional Days 73  
 TOTAL FOR CO NO. 002A (\$129,992.49)

The original Contract Sum was	\$ 6,321,087.00
The net change by previously authorized Change Orders	\$ 772,492.00
The Contract Sum prior to this Change Order was	\$ 7,093,579.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 129,992.49
The new Contract Sum including this Change Order will be	\$ 6,963,586.51

The Contract Time will be increased by seventy-three (73) days.  
 The new date of Substantial Completion will be March 1, 2026

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Peck Flannery Gream Warren Inc.  
**ARCHITECT** *(Firm name)*

Sprinturf, LLC  
**CONTRACTOR** *(Firm name)*

McCracken County Fiscal Court  
**OWNER** *(Firm name)*

**SIGNATURE**

Jeff Canter, Vice President  
**PRINTED NAME AND TITLE**

**DATE**

**SIGNATURE**

Marc Bellumini, VP of Sales  
**PRINTED NAME AND TITLE**

**DATE**

**SIGNATURE**

Craig Z. Clymer, Judge Executive  
**PRINTED NAME AND TITLE**

**DATE**





**PCCO #001**

Project: 24-S-KY159 - Paducah Sports Park - 24-S-KY159  
 150 Downs Drive  
 Paducah, Kentucky 42001  
 Phone: 270-443-8471

## Prime Contract Change Order #001: Deduct Change Order Game Line Markings

<b>TO:</b>	McCracken County Fiscal Court 300 Clarence Gaines Street Paducah, Kentucky 42003	<b>FROM:</b>	Sprinturf 146 Fairchild Street, Suite 150 Daniel Island, South Carolina 29492
<b>DATE CREATED:</b>	11/07/2024	<b>CREATED BY:</b>	Jared Hanky
<b>CONTRACT STATUS:</b>	Approved	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	11/07/2024
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>SCHEDULE IMPACT:</b>	14 days	<b>EXECUTED:</b>	No
<b>REVISED SUBSTANTIAL COMPLETION DATE:</b>		<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
<b>CONTRACT FOR:</b>	1:Paducah contract	<b>TOTAL AMOUNT:</b>	(\$109,217.49)

**DESCRIPTION:**

This deduct change order is for the removal of the game line markings for Fields #2 through #10.

The removal of the game lines was made at the request of Kevin Greene with Sports Field Specialties.

The total for this deduct change order is \$109,217.49

**ATTACHMENTS:**

**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

PCO #	Title	Schedule Impact	Amount
004	CE #004 - Deduct Change Order Game Line Markings	14 days	(\$109,217.49)
<b>Total:</b>			(\$109,217.49)

**McCracken County Fiscal Court**  
300 Clarence Gaines Street  
Paducah, Kentucky 42003

**Sprinturf**  
146 Fairchild Street, Suite 150  
Daniel Island, South Carolina 29492

---

**SIGNATURE**

**DATE**

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**SIGNATURE**

**DATE**

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**SIGNATURE**

**DATE**





**PCO #009**

Project: 24-S-KY159 - Paducah Sports Park - 24-S-KY159  
 150 Downs Drive  
 Paducah, Kentucky 42001  
 Phone: 270-443-8471

**Prime Contract Potential Change Order #009: CE #012 - Install Pound in Sleeves (total of 243)**

<b>TO:</b>	McCracken County Fiscal Court 300 Clarence Gaines Street Paducah, Kentucky 42003	<b>FROM:</b>	Sprinturf 146 Fairchild Street, Suite 150 Daniel Island, South Carolina 29492
<b>PCO NUMBER/REVISION:</b>	009 / 0	<b>CONTRACT:</b>	1 - Paducah Sports Park Bid Package 1A
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Matt Kelly (Sprinturf)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	9/3/2025
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>	4 days	<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$18,501.00

POTENTIAL CHANGE ORDER TITLE: CE #012 - Install Pound in Sleeves (total of 243)

CHANGE REASON: Client Request

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

**CE #012 - Install Pound in Sleeves (total of 243)**

This change order is for Sprinturf's crew onsite to install 243 pound in base sleeves throughout the project. These sleeves will be pounded in after the turf is installed. Sprinturf is not carrying any materials associated with this item and materials shall be provided by the owner/GC. Attached to this document is a cut sheet showing what a pound in sleeve is. These are able to be driven into the subbase and do not have a flared end. With the pointed end this allows the crew to drive them into a precise location.

The total cost of this change order comes to \$18,501.00. Again, this does not include the physical sleeves.

It will take Sprinturf roughly four days to install all of these although likely to be installed over a longer period of time by the crews onsite.

**ATTACHMENTS:**

[Heavy Duty anchor and Anchor driver cut sheet.pdf](#)

#	Budget Code	Description	Amount
1	(Labor) Install pound in anchor sleeves		\$18,501.00
<b>Grand Total:</b>			<b>\$18,501.00</b>

**McCracken County Fiscal Court**  
 300 Clarence Gaines Street  
 Paducah, Kentucky 42003

**Sprinturf**  
 146 Fairchild Street, Suite 150  
 Daniel Island, South Carolina 29492

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 2 TO THE CONTRACT WITH SPRINTURF, LLC, FOR THE PADUCAH SPORTS PARK PROJECT TO EXTEND THE CONTRACT BY 73 DAYS, AND TO APPROVE A DEDUCTION IN THE CONTRACT PRICE OF \$129,992.49, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME

WHEREAS, on June 25, 2024, the Board of Commissioners approved a contract with Sprinturf, LLC, for the Paducah Sports Park, in partnership with the Fiscal Court, and the McCracken County Sports Tourism Commission, with a contracted completion date of December 15, 2025; and

WHEREAS, on January 28, 2025, the Board of Commissioners approved Municipal Order #3008, approving Contract Modification No. 1 to the Agreement with Sprinturf, LLC, in the amount of \$772,492, bringing the total contract price to \$7,093.579; and

WHEREAS, On July 31, 2025, a formal request was issued to the Sports Tourism Commission for a contract extension. This Change Order adds 73 days to the contract due to weather and time delays and associated cement stabilization. This Change Order would require turnover of the park to operations on March 1, 2026.; and

WHEREAS, additionally, the Sports Tourism Commission requests approval for a contract price reduction in the amount of \$129,992.49 for agreed upon adjustments attributable to executed Construction Change Directives. This will bring the new contract sum to \$6,963,586.51.

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

SECTION 1. The City Commission hereby approves Contract Modification No. 2 to the Agreement with Sprinturf, LLC for the Paducah Sports Park Project to extend the contract by 73 days due to weather and time delays associated with cement stabilization and provides for a contract price reduction in the amount of \$129,992.49. The new contract completion date will be recorded as March 1, 2026. The new contract sum shall be \$6,963,586.51.

SECTION 2.

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

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George Bray, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, September 15, 2025  
Recorded by Lindsay Parish, City Clerk, September 15, 2025  
mo\contract modification 2 – Sprinturf LLC – Sports Park

# Agenda Action Form

## Paducah City Commission

Meeting Date: September 15, 2025

Short Title: Approve Contract Modification No. 1 with Avanti for Paducah Sports Park - **A. CLARK & J. CANTER**

Category: Municipal Order

Staff Work  
By: Amie Clark  
Presentation  
By: Amie Clark

**Background Information:** On January 28, 2025, the BOC approved a contract with Avanti Solutions in the amount of \$663,892.00 for the purchase of kitchen equipment for the Paducah Sports Park in partnership with the Fiscal Court and the McCracken County Sports Tourism Commission with a contracted completion date of December 15, 2025.

On July 31, 2025, a formal request was issued to the Sports Tourism Commission for a contract extension. This Change Order adds 73 days to the contract due to weather and time delays and associated cement stabilization. Approving the change order would require turn over of the park to operations on March 1st. Representatives from the City, County, Design Team, and Operations Team have evaluated the request. The Sports Tourism Commission approved the request on September 11, 2025, and is recommending to the City Commission and Fiscal Court for approval. The new contract completion date will be recorded as March 1, 2026.

Additionally, requesting approval of a deduct in contract price in the amount of \$6,088.42 for credited items. New updated contract price of \$657,803.56. Deduct will be reallocated to owner contingencies for a total project budget of \$70,563,017.00.

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:  
Account Number:

Staff Recommendation: Approve

Attachments:

1. MO contract modification 1 – Avanti Solutions – Sports Park
2. AVANTI CO 001D\_FINAL 1

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 1 TO THE CONTRACT WITH AVANTI SOLUTIONS FOR THE PADUCAH SPORTS PARK PROJECT TO EXTEND THE CONTRACT BY 73 DAYS, REDUCE THE CONTRACT PRICE BY \$6,088.42 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME

WHEREAS, on January 28, 2025, the Board of Commissioners approved Municipal Order #3007, which approved a contract with Avanti Solutions for the purchase of kitchen equipment for the Paducah Sports Park, in partnership with the Fiscal Court, and the McCracken County Sports Tourism Commission, with a contracted completion date of December 15, 2025; and

WHEREAS, On July 31, 2025, a formal request was issued to the Sports Tourism Commission for a contract extension. This Change Order adds 73 days to the contract due to weather and time delays and associated cement stabilization. This Change Order would require turn over of the park to operations on March 1, 2026.

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

SECTION 1. The City Commission hereby approves Contract Modification No. 1 to the Agreement with Avanti for the Paducah Sports Park Project to extend the contract by 73 days due to weather and time delays associated with cement stabilization, and to reduce the contract price by \$6,088.42 for credited items. The new contract completion date will be recorded as March 1, 2026. The new contract price shall be \$657,803.56.

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 15, 2025  
Recorded by Lindsay Parish, City Clerk, September 15, 2025  
mo\contract modification 1 –Avanti Solutions – Sports Park



# AIA®

# Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
 Paducah Sports Park  
 Bid Package 3  
 C150 Downs Drive  
 Paducah, Kentucky 42001

**CONTRACT INFORMATION:**  
 Contract For: General Construction  
 Date: June 24, 2024

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 001D  
 Date: September 10, 2025

**OWNER:** *(Name and address)*  
 McCracken County Fiscal Court  
 300 Clarence Gaines Street  
 Paducah, KY 42003

**ARCHITECT:** *(Name and address)*  
 Peck Flannery Gream Warren Inc.  
 101 South Fourth Street  
 PO Box 510  
 Paducah, KY 42002-0510

**CONTRACTOR:** *(Name and address)*  
 Avanti Restaurant Solutions  
 3199C Airport Loop Drive  
 Costa Mesa, CA 92626

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Item No. 1.01:	COR 1 VE Items	(\$16,580.44)
	COR 1 Credit for Sales Tax	(\$30,599.48)
	COR 1 Change Oven to Pizza Oven	\$24,447.80
	COR 1 Reinstate Undercounter Beer Dispensers	\$16,643.68

Contract extension to March 1, 2026 (Substantial Completion)  
 The overall project construction schedule has been increased. The Contract Time is hereby extended by seventy-three (73) calendar days, revising the Substantial Completion Date to March 01, 2026. This Change Order is issued to document and resolve all pending contractor requests for extensions of time under the Contract. This extension addresses all delays attributable to the Contractor, the Owner, or other third parties through this period whether submitted formally or informally. This will include coinciding or concurrent delays during this period. This is a non-compensatory extension of time only.

Total Additional Days - 73

<b>TOTAL FOR CO NO. 001D</b>	<b>(\$6,088.44)</b>
------------------------------	---------------------

The original Contract Sum was	\$ 663,892.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 663,892.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 6,088.44
The new Contract Sum including this Change Order will be	\$ 657,803.56

The Contract Time will be increased by seventy-three (73) days.  
 The new date of Substantial Completion will be March 1, 2026

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Peck Flannery Gream Warren Inc.  
**ARCHITECT** *(Firm name)*

Avanti Restaurant Solutions  
**CONTRACTOR** *(Firm name)*

McCracken County Fiscal Court  
**OWNER** *(Firm name)*

**SIGNATURE**

Jeff Canter, Vice President  
**PRINTED NAME AND TITLE**

**DATE**

**SIGNATURE**

Adam Bruss, VP of Construction  
**PRINTED NAME AND TITLE**

**DATE**

**SIGNATURE**

Craig Z. Clymer, Judge Executive  
**PRINTED NAME AND TITLE**

**DATE**



# Quote

09/05/2025


**Project:**  
 Paducah Sports Complex- 06.30.25-  
 114000 Updates COR 1  
 150 Downs Drive  
 Paducah, KY 42001




**From:**  
 Avanti Restaurant Solutions  
 Mariah McManaman  
 3199C Airport Loop Dr  
 Costa Mesa, CA 92626  
 916-378-0338 (Contact)

Job Reference Number: 12141

Item	Qty	Description	Sell	Sell Total
3-03	-2 ea	<b>SODA AND ICE DISPENSER</b> NIC Model No. BY VENDOR Furnished and Installed by Vendor		<NIC>
3-03	2 ea	<b>DUPLEX CONVENIENCE OUTLET</b> NIC Model No. BY ELECTRICAL Furnished and Installed by Electrical		<NIC>
3-04	-2 ea	<b>DISPOSABLE CUP DISPENSER</b> Dispense-Rite Model No. WR-CC-22 Cup Organizer, wire rack, one-size-fits-all, accommodates all cup sizes up to 5" dia., 19"H x 22"W x 5-1/2"D, stainless steel, electro-polish, NSF	\$174.56	\$-349.12
	-2 ea	1 year limited warranty, standard		
	-2 ea	WR-CC-22BKT Bracket Kit, 7"H x 2-1/4"W x 7-1/2"D, quick-release, for WR-CC-22, stainless steel	\$90.77	\$-181.54
			<b>ITEM TOTAL:</b>	<b>\$-530.66</b>
3-04		<b>SPARE NO.</b>		
3-09	-1 ea	<b>DRAFT BEER COOLER</b> Krowne Model No. DB60 Draft Beer Cooler, two-section, 60"W x 25"D, side mounted self-contained refrigeration, (1) stainless steel draft beer tower with (2) faucets & 16.25" x 15" drain pan, 30°F to 40°F temperature range with DynamicChill 360° technology, (2) heavy duty self-closing doors with locks, (2) reinforced stainless steel keg floors and built-in kick plates, digital thermostat, 20 gauge stainless steel interior with coved corners, includes condensate evaporator, R290 Hydrocarbon refrigerant, 1/4 HP, 115v/60/1-ph, 2.2 amps, cord with NEMA 5-15P, ETLus, ETL-Sanitation	\$5,158.00	\$-5,158.00
	-1 ea	This equipment is intended for the storage & display of non-potentially-hazardous bottle or canned products only.		
	-1 ea	2 year parts & labor warranty, 5 year compressor warranty, standard		



Item	Qty	Description	Sell	Sell Total
	-1 ea	L - Left compressor location		
	-1 ea	2-faucet Column tower, standard		
	-1 ea	BEERKIT2 Draft Beer Kit, for unit with (2) faucets, includes: CO2 tank mount primary regulator, 2-way manifold, 5' red vinyl air line (regulator to manifold), 10' nylon braided air line (manifold to keg tap) & (2) Sankey keg taps, stainless steel probe for domestic kegs	\$379.12	\$-379.12
	-1 ea	S - Stainless steel top, standard		
	-1 ea	S - Stainless steel cabinet sides, both, standard		
	-1 ea	B - Black vinyl clad doors		
	-1 ea	L - Left hinge location, first door		
	-1 ea	R - Right hinge location, second door		
	-1 ea	No legs or casters		
			<b>ITEM TOTAL:</b>	<b>\$-5,537.12</b>
3-09	1 ea	<b>DUPLEX CONVENIENCE OUTLET</b> NIC Model No. BY ELECTRICAL Furnished and Installed by Electrical		<NIC>
3-10 ADD	2 ea	<b>DRAFT BEER COOLER</b>   Krowne Model No. DB24 Draft Beer Cooler, one-section, 24"W x 24"D, side mounted self-contained refrigeration, (1) stainless steel draft beer tower with (1) faucet & 16" x 8" drain pan standard, 30°F - 40° temperature range, (1) hinged door with lock, (1) stainless steel floor rack, digital thermostat, 20 gauge galvanized walls with coved corners, includes condensate evaporator, R290 Hydrocarbon Refrigerant, 1/5 HP, 115v/60/1-ph, 3.6 amps, cord with NEMA 5-15P, ETL (This unit can only fit sixtels, 2 max, or 1 cocktail kit)	\$3,550.41	\$7,100.82
	2 ea	This equipment is intended for the storage & display of non-potentially-hazardous bottle or canned products only.		
	2 ea	2 year parts & labor warranty, 5 year compressor warranty, standard		
	2 ea	1-faucet Column tower, standard		
	2 ea	BEERKIT1 Draft Beer Kit, for unit with (1) faucet, includes: CO2 tank mount primary regulator, 5' nylon braided air line (manifold to keg tap) & (1) Sankey keg tap, stainless steel probe for domestic kegs	\$237.18	\$474.36
	2 ea	S - Stainless steel top, standard		
	2 ea	S - Stainless steel cabinet sides, both, standard		
	2 ea	S - Stainless steel door	\$70.08	\$140.16
	2 ea	L - Left hinge location		
	2 st	BC-134 Casters, 3" with brakes, (set of 4), plate, raises unit 4"	\$110.75	\$221.50
			<b>ITEM TOTAL:</b>	<b>\$7,936.84</b>
3-21	-1 ea	<b>S/S CHASE</b> Stainless Fabricator	\$827.40	\$-827.40

Item	Qty	Description	Sell	Sell Total
		Custom fabricated to match provided plans and/or specifications		
			<b>ITEM TOTAL:</b>	<b>\$-827.40</b>
3-21		<b>SPARE NO.</b>		
3-31	-1 ea	<b>MOBILE HEATED CABINET</b>	\$2,699.55	\$-2,699.55
DELET E				
		Metro Model No. C519-HFC-UA C5™ 1 Series Heated Holding Cabinet, mobile, full height, non insulated, clear polycarbonate door, removable bottom mount control module, thermostat to 190°F, universal wire slides on 3" centers, adjustable on 1 1/2" increments (18) 18" x 26" or (34) 12" x 20" x 2 1/2" pan capacity, 5" casters (2 with brakes), aluminum, 120v/60/1 ph, 2000 watts, 16 amps, NEMA 5 20P, cULus, NSF		
	-1 ea	1 year warranty against manufacturing defects		
	-1 ea	Right hand hinging, standard		
	-1 ea	C5-PERMBUMP-1 Perimeter Bumper, for C51 series cabinet	\$160.65	\$-160.65
			<b>ITEM TOTAL:</b>	<b>\$-2,860.20</b>
3-32	-3 ea	<b>SANDWICH / SALAD PREPARATION REFRIGERATOR</b>	\$3,670.77	\$-11,012.31
		True Mfg. - General Foodservice Model No. TSSU-48-12-HC Sandwich/Salad Unit, (12) 1/6 size (4"D) poly pans, stainless steel insulated cover, 11-3/4"D cutting board, (2) full doors, (4) PVC coated adjustable wire shelves, stainless steel top, front, sides, GalFan coated steel back, aluminum interior with stainless steel floor, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 5.8 amps, NEMA 5-15P, cULus, UL EPH Classified Made in USA		
	-3 ea	7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit <a href="http://www.truemfg.com">www.truemfg.com</a> for specifics.		
	-3 ea	Self-contained refrigeration standard		
	-3 ea	Castors, 3" (34" work surface height = ADA)		
			<b>ITEM TOTAL:</b>	<b>\$-11,012.31</b>
3-32	3 ea	<b>SANDWICH / SALAD PREPARATION REFRIGERATOR</b>	\$3,670.77	\$11,012.31
ADD				
		True Mfg. - General Foodservice Model No. TSSU-48-12-HC Sandwich/Salad Unit, (12) 1/6 size (4"D) poly pans, stainless steel insulated cover, 11-3/4"D cutting board, (2) full doors, (4) PVC coated adjustable wire shelves, stainless steel top, front, sides, GalFan coated steel back, aluminum interior with stainless steel floor, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 5.8 amps, NEMA 5-15P, cULus, UL EPH Classified Made in USA		
	3 ea	7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit <a href="http://www.truemfg.com">www.truemfg.com</a> for specifics.		
	3 ea	Self-contained refrigeration standard		
	3 ea	Polyethylene Cutting Board, non-drilled, 48"W x 19"D x 1/2" thick	\$300.82	\$902.46

Item	Qty	Description	Sell	Sell Total
		(L brackets and tool not included) for TSSU-48		
	3 st	Brackets for 19" TSSU cutting board, set (with tool), required with cutting board	\$243.38	\$730.14
	3 ea	Castors, 3" (34" work surface height = ADA)		
			<b>ITEM TOTAL:</b>	<b>\$12,644.91</b>
3-45	-1 ea	<b>CONVECTION OVEN, ELECTRIC</b>	\$15,935.80	\$-15,935.80
		TurboChef (Middleby) Model No. DOUBLE BATCH, 1P HHD-9500-801 Double Batch™ Oven, electric, 1-phase ventless, countertop, stackable, (2) independent decks, store up to 800 recipes (400 per cavity), smart voltage sensor technology (North America only), internal catalytic converters, 16" pizza capacity per deck, (1) oven cleaner, (1) oven guard, (1) aluminum paddle, (2) trigger sprayers, (2) standard racks, (2) top & bottom jetplates, stainless steel front, top & sides, rubber seal for surface mounting, cULus, UL EPH Classified, TÜV, CE		
	1 ea	MDD-1001 Open Kitchen bundle, includes - 1 x ConnectWare module, 1 x Secure Access Point (SAP), 3 year subscription for Open Kitchen (NET price displays when item is added to quote)	\$939.75	\$939.75
	-1 ea	All items FOB: Carrollton, Texas: Consumable/accessory orders less than \$5,000 will incur a handling fee. Orders shipping standard ground will incur a \$15.00 handling fee. Orders shipping other than standard ground will incur \$25.00 handling fee		
	-1 ea	One year parts and labor warranty		
	-1 ea	(DOUBLE BATCH, 1P-1) 208/240v/60/1-ph, 50.0 amps, 8.32/9.6 kW, 6 ft. cord & plug (nominal), NEMA 6-50P, standard		
	-1 ea	700-0673 Wooden Paddle, 14" x 12" (35.6 cm x 30.5 cm)	\$79.91	\$-79.91
	-1 ea	NGC-1217-3 Cart, 32" (81.3 cm), oven, with locking casters for i5, i3, HhB 2, Tornado 2, C3, Single Batch & Double Batch	\$1,170.06	\$-1,170.06
			<b>ITEM TOTAL:</b>	<b>\$-16,246.02</b>
3-45	1 ea	<b>CONVEYOR OVEN, GAS</b>	\$27,850.51	\$27,850.51
		Lincoln Foodservice Model No. 1180-FB2G Lincoln Impinger® II Oven Package, gas, double stack, FastBake Technology, now with easyTouch™ controls, includes (2) complete ovens with glass access window, FastBake finger setup, take-off shelves and high-stand with casters, 40,000 BTU, 120v/60/1-ph, 7.0 amps (per oven)		
	1 ea	1 yr. standard warranty, per oven		
	1 ea	NOTE: Must specify voltage & belt direction when ordering		
	1 ea	Gas to be specified		
	1 ea	18"W, reversible conveyor, front removable, standard		
	1 ea	Belt direction, right to left: Oven #1		
	1 ea	18"W, reversible conveyor, front removable, standard		
	1 ea	Belt direction, right to left: Oven #2		
			<b>NOTE: QD HOSE PROVIDED BY OTHERS</b>	






Item	Qty	Description	Sell	Sell Total
			<b>ITEM TOTAL:</b>	<b>\$27,850.51</b>
3-45.1	1 kt	<b>BLUE HOSE GAS CONNECTOR KIT</b> Dormont Manufacturing Model No. 1675KIT2S48PS Packed 1 kt Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (2) Swivel MAX®, (1) full port valve, (1) pair Safety Set® with hardware mounting options, limited lifetime warranty	\$436.79	\$436.79
			<b>ITEM TOTAL:</b>	<b>\$436.79</b>
3-58	-1 ea	<b>SODA BAG N BOX SYSTEM</b> NIC Model No. BY VENDOR Furnished and Installed by Vendor		<NIC>
3-58	-2 ea	<b>DUPLEX CONVENIENCE OUTLET</b> NIC Model No. BY ELECTRICAL Furnished and Installed by Electrical		<NIC>
3-67		<b>SPARE NO.</b>		
3-67	2 ea	<b>DUNNAGE RACK</b> Channel Manufacturing Model No. ADR2042 Dunnage Rack, C-Channel Dunnage Rack, Promo Series, 42"W x 20"D x 12"H, Aluminum Construction, (2,200) lb. distributed weight capacity per shelf, Made in USA, NSF, 10lbs. (ITEM WEIGHT ONLY)	\$91.31	\$182.62
	ADD			
	2 ea	Lifetime warranty against rust and corrosion		
			<b>ITEM TOTAL:</b>	<b>\$182.62</b>
4-03	-2 ea	<b>SODA AND ICE DISPENSER</b> NIC Model No. BY VENDOR Furnished and Installed by Vendor		<NIC>
4-03	2 ea	<b>DUPLEX CONVENIENCE OUTLET</b> NIC Model No. BY ELECTRICAL Furnished and Installed by Electrical		<NIC>
4-04	-2 ea	<b>DISPOSABLE CUP DISPENSER</b> Dispense-Rite Model No. WR-CC-22 Cup Organizer, wire rack, one-size-fits-all, accommodates all cup sizes up to 5" dia., 19"H x 22"W x 5-1/2"D, stainless steel, electro-polish, NSF	\$174.56	\$-349.12
	-2 ea	1 year limited warranty, standard		
	-2 ea	WR-CC-22BKT Bracket Kit, 7"H x 2-1/4"W x 7-1/2"D, quick-release, for WR-CC-22, stainless steel	\$90.77	\$-181.54
			<b>ITEM TOTAL:</b>	<b>\$-530.66</b>
4-04		<b>SPARE NO.</b>		



Item	Qty	Description	Sell	Sell Total
4-09	-1 ea	<b>DRAFT BEER COOLER</b> Krowne Model No. DB60 Draft Beer Cooler, two-section, 60"W x 25"D, side mounted self-contained refrigeration, (1) stainless steel draft beer tower with (2) faucets & 16.25" x 15" drain pan, 30°F to 40°F temperature range with DynamicChill 360° technology, (2) heavy duty self-closing doors with locks, (2) reinforced stainless steel keg floors and built-in kick plates, digital thermostat, 20 gauge stainless steel interior with coved corners, includes condensate evaporator, R290 Hydrocarbon refrigerant, 1/4 HP, 115v/60/1-ph, 2.2 amps, cord with NEMA 5-15P, ETLus, ETL-Sanitation	\$5,158.00	\$-5,158.00
	-1 ea	This equipment is intended for the storage & display of non-potentially-hazardous bottle or canned products only.		
	-1 ea	2 year parts & labor warranty, 5 year compressor warranty, standard		
	-1 ea	L - Left compressor location		
	-1 ea	2-faucet Column tower, standard		
	-1 ea	BEERKIT2 Draft Beer Kit, for unit with (2) faucets, includes: CO2 tank mount primary regulator, 2-way manifold, 5' red vinyl air line (regulator to manifold), 10' nylon braided air line (manifold to keg tap) & (2) Sankey keg taps, stainless steel probe for domestic kegs	\$379.12	\$-379.12
	-1 ea	S - Stainless steel top, standard		
	-1 ea	S - Stainless steel cabinet sides, both, standard		
	-1 ea	B - Black vinyl clad doors		
	-1 ea	L - Left hinge location, first door		
	-1 ea	R - Right hinge location, second door		
	-1 ea	No legs or casters		
			<b>ITEM TOTAL:</b>	<b>\$-5,537.12</b>
4-09	2 ea	<b>DUPLEX CONVENIENCE OUTLET</b> NIC Model No. BY ELECTRICAL Furnished and Installed by Electrical		<NIC>
ADD				
4-10	2 ea	<b>DRAFT BEER COOLER</b> Krowne Model No. DB24 Draft Beer Cooler, one-section, 24"W x 24"D, side mounted self-contained refrigeration, (1) stainless steel draft beer tower with (1) faucet & 16" x 8" drain pan standard, 30°F - 40° temperature range, (1) hinged door with lock, (1) stainless steel floor rack, digital thermostat, 20 gauge galvanized walls with coved corners, includes condensate evaporator, R290 Hydrocarbon Refrigerant, 1/5 HP, 115v/60/1-ph, 3.6 amps, cord with NEMA 5-15P, ETL (This unit can only fit sixtels, 2 max, or 1 cocktail kit)	\$3,550.41	\$7,100.82
ADD				
	2 ea	This equipment is intended for the storage & display of non-		

Item	Qty	Description	Sell	Sell Total
		potentially-hazardous bottle or canned products only.		
	2 ea	2 year parts & labor warranty, 5 year compressor warranty, standard		
	2 ea	1-faucet Column tower, standard		
	2 ea	BEERKIT1 Draft Beer Kit, for unit with (1) faucet, includes: CO2 tank mount primary regulator, 5' nylon braided air line (manifold to keg tap) & (1) Sankey keg tap, stainless steel probe for domestic kegs	\$237.18	\$474.36
	2 ea	S - Stainless steel top, standard		
	2 ea	S - Stainless steel cabinet sides, both, standard		
	2 ea	S - Stainless steel door	\$70.08	\$140.16
	2 ea	L - Left hinge location		
	2 st	BC-134 Casters, 3" with brakes, (set of 4), plate, raises unit 4"	\$110.75	\$221.50
		<b>ITEM TOTAL:</b>		<b>\$7,936.84</b>
500	1 ea	<b>CONSOLIDATION AND DELIVERY</b> Avanti Restaurant Solutions Model No. STAGING Consolidation and delivery of all non-custom equipment in quote. Includes lift-gate delivery to job-site. All equipment will be delivered on date scheduled by owner. Unless installation is specified as a separate line item in this bid, owner will be responsible for off-loading, uncrating, and setting in place all equipment in this bid. Additional freight charges may apply if multiple delivery dates are required. A staging fee of \$1,250/month or 0.5%/month of total contract, whichever amount is greater, will apply when equipment is staged for more than one month before delivery. Quote is good for 30 days after quote is submitted to owner.	\$770.00	\$770.00
		<b>ITEM TOTAL:</b>		<b>\$770.00</b>
4-21	-1 ea	<b>S/S CHASE</b> Stainless Fabricator Custom fabricated to match provided plans and/or specifications	\$827.40	\$-827.40
		<b>ITEM TOTAL:</b>		<b>\$-827.40</b>
4-21		<b>SPARE NO.</b>		
4-31	-1 ea	<b>MOBILE HEATED CABINET</b>	\$2,699.55	\$-2,699.55
DELETED				
		Metro Model No. C519-HFC-UA C5™ 1 Series Heated Holding Cabinet, mobile, full height, non insulated, clear polycarbonate door, removable bottom mount control module, thermostat to 190°F, universal wire slides on 3" centers, adjustable on 1 1/2" increments (18) 18" x 26" or (34) 12" x 20" x 2 1/2" pan capacity, 5" casters (2 with brakes), aluminum, 120v/60/1 ph, 2000 watts, 16 amps, NEMA 5 20P, cULus, NSF		
	-1 ea	1 year warranty against manufacturing defects		



Item	Qty	Description	Sell	Sell Total
	-1 ea	Right hand hinging, standard		
	-1 ea	C5-PERMBUMP-1 Perimeter Bumper, for C51 series cabinet	\$160.65	\$-160.65
			<b>ITEM TOTAL:</b>	<b>\$-2,860.20</b>
4-32	-3 ea	<b>SANDWICH / SALAD PREPARATION REFRIGERATOR</b>	\$3,670.77	\$-11,012.31
		True Mfg. - General Foodservice Model No. TSSU-48-12-HC Sandwich/Salad Unit, (12) 1/6 size (4"D) poly pans, stainless steel insulated cover, 11-3/4"D cutting board, (2) full doors, (4) PVC coated adjustable wire shelves, stainless steel top, front, sides, GalFan coated steel back, aluminum interior with stainless steel floor, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 5.8 amps, NEMA 5-15P, cULus, UL EPH Classified Made in USA		
	-3 ea	7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit <a href="http://www.truemfg.com">www.truemfg.com</a> for specifics.		
	-3 ea	Self-contained refrigeration standard		
	-3 ea	Castors, 3" (34" work surface height = ADA)		
			<b>ITEM TOTAL:</b>	<b>\$-11,012.31</b>
4-32 ADD	3 ea	<b>SANDWICH / SALAD PREPARATION REFRIGERATOR</b>	\$3,670.77	\$11,012.31
		True Mfg. - General Foodservice Model No. TSSU-48-12-HC Sandwich/Salad Unit, (12) 1/6 size (4"D) poly pans, stainless steel insulated cover, 11-3/4"D cutting board, (2) full doors, (4) PVC coated adjustable wire shelves, stainless steel top, front, sides, GalFan coated steel back, aluminum interior with stainless steel floor, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 5.8 amps, NEMA 5-15P, cULus, UL EPH Classified Made in USA		
	3 ea	7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit <a href="http://www.truemfg.com">www.truemfg.com</a> for specifics.		
	3 ea	Self-contained refrigeration standard		
	3 ea	Polyethylene Cutting Board, non-drilled, 48"W x 19"D x 1/2" thick (L brackets and tool not included) for TSSU-48	\$300.82	\$902.46
	3 st	Brackets for 19" TSSU cutting board, set (with tool), required with cutting board	\$243.38	\$730.14
	3 ea	Castors, 3" (34" work surface height = ADA)		
			<b>ITEM TOTAL:</b>	<b>\$12,644.91</b>
4-45	-1 ea	<b>CONVECTION OVEN, ELECTRIC</b>	\$15,935.80	\$-15,935.80
		TurboChef (Middleby) Model No. DOUBLE BATCH, 1P HDD-9500-801 Double Batch™ Oven, electric, 1-phase ventless, countertop, stackable, (2) independent decks, store up to 800 recipes (400 per cavity), smart voltage sensor technology (North America only), internal catalytic converters, 16" pizza capacity per deck, (1) oven cleaner, (1) oven guard, (1) aluminum paddle, (2) trigger sprayers, (2) standard racks, (2) top & bottom jetplates, stainless steel front, top & sides, rubber seal for surface mounting, cULus, UL EPH Classified, TÜV, CE		

Item	Qty	Description	Sell	Sell Total
	1 ea	MDD-1001 Open Kitchen bundle, includes - 1 x ConnectWare module, 1 x Secure Access Point (SAP), 3 year subscription for Open Kitchen (NET price displays when item is added to quote)	\$939.75	\$939.75
	-1 ea	All items FOB: Carrollton, Texas: Consumable/accessory orders less than \$5,000 will incur a handling fee. Orders shipping standard ground will incur a \$15.00 handling fee. Orders shipping other than standard ground will incur \$25.00 handling fee		
	-1 ea	One year parts and labor warranty		
	-1 ea	(DOUBLE BATCH, 1P-1) 208/240v/60/1-ph, 50.0 amps, 8.32/9.6 kW, 6 ft. cord & plug (nominal), NEMA 6-50P, standard		
	-1 ea	700-0673 Wooden Paddle, 14" x 12" (35.6 cm x 30.5 cm)	\$79.91	\$-79.91
	-1 ea	NGC-1217-3 Cart, 32" (81.3 cm), oven, with locking casters for i5, i3, HhB 2, Tornado 2, C3, Single Batch & Double Batch	\$1,170.06	\$-1,170.06
			<b>ITEM TOTAL:</b>	<b>\$-16,246.02</b>

4-45

1 ea **CONVEYOR OVEN, GAS**

\$27,850.51

\$27,850.51





Lincoln Foodservice Model No. 1180-FB2G  
 Lincoln Impinger® II Oven Package, gas, double stack, FastBake Technology, now with easyTouch™ controls, includes (2) complete ovens with glass access window, FastBake finger setup, take-off shelves and high-stand with casters, 40,000 BTU, 120v/60/1-ph, 7.0 amps (per oven)

- 1 ea 1 yr. standard warranty, per oven
- 1 ea NOTE: Must specify voltage & belt direction when ordering
- 1 ea Gas to be specified
- 1 ea 18"W, reversible conveyor, front removable, standard
- 1 ea Belt direction, right to left: Oven #1
- 1 ea 18"W, reversible conveyor, front removable, standard
- 1 ea Belt direction, right to left: Oven #2

**NOTE: QD HOSE PROVIDED BY OTHERS**

**LINCOLN FREIGHT PROGRAM as of 1-1-25**

Item	Qty	Description	Sell	Sell Total
<p><b>Continental US*:</b>                      ·Free freight on orders over \$15k                      ·Minimum charge of \$175</p> <p><b>Free Freight applies if:</b></p> <p>·Price Offer:                      oOrders of \$15k or more                      oOne purchase order                      oShipping Together                      oDelivering to same location</p> <p><b>If you have any questions, please reach out to Lincoln Customer Service at 888-417-5462.</b></p> <p><b>*Program Excludes: Alaska and Hawaii, which will be quoted per order</b></p> <p><b>**Equipment Only: No accessories</b></p>				
			<b>ITEM TOTAL:</b>	<b>\$27,850.51</b>
4-45.1	1 kt	<b>BLUE HOSE GAS CONNECTOR KIT</b>	\$436.79	\$436.79
		Dormont Manufacturing Model No. 1675KIT2S48PS Packed 1 kt Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (2) Swivel MAX®, (1) full port valve, (1) pair Safety Set® with hardware mounting options, limited lifetime warranty		
			<b>ITEM TOTAL:</b>	<b>\$436.79</b>
4-67	2 ea	<b>DUNNAGE RACK</b>	\$79.90	\$159.80
		Channel Manufacturing Model No. ADR2042 Dunnage Rack, C-Channel Dunnage Rack, Promo Series, 42"W x 20"D x 12"H, Aluminum Construction, (2,200) lb. distributed weight capacity per shelf, Made in USA, NSF, 10lbs. (ITEM WEIGHT ONLY)		
	2 ea	Lifetime warranty against rust and corrosion		
			<b>ITEM TOTAL:</b>	<b>\$159.80</b>
TAX	-1 ea	<b>SALES TAX</b>	\$30,599.48	\$-30,599.48

Item	Qty	Description	Sell	Sell Total
		Avanti Restaurant Solutions Model No. SALES TAX		
		SALES TAX: Estimated Sales Tax to be collected on this order.		
		AVANTI collects sales tax in all U.S. states except the four states that do not charge a sales tax: Delaware, Montana, New Hampshire and Oregon. The appropriate state sales tax will be added to your order and included on your invoice(s). The amount of tax charged on your order will depend upon many factors including the type of item purchased and destination of the shipment. The tax rate applied to your order will generally be the combined state and local rate for the address where your order is shipped. Factors can change between the time you place an order and the time of shipment, which could affect the calculation of sales tax. The amount appearing as Estimated Sales Tax may differ from the sales tax ultimately charged.		
			<b>ITEM TOTAL:</b>	<b>\$-30,599.48</b>
			Merchandise	\$-5,776.38
			Freight	\$-312.06
			Total	\$-6,088.44

# Agenda Action Form

## Paducah City Commission

Meeting Date: September 15, 2025

Short Title: Approve Contract Modification No. 2 with Musco Sports Lighting for the Paducah Sports Park -  
**A. CLARK & J. CANTER**

Category: Municipal Order

Staff Work  
By: Amie Clark  
Presentation  
By: Amie Clark

**Background Information:** On June 25, 2024, the BOC approved a contract with Musco Sports Lighting in the amount of \$2,264,475.00 for the construction of the Paducah Sports Park in partnership with the Fiscal Court and the McCracken County Sports Tourism Commission with a contracted completion date of December 15, 2025.

On January 28, 2025, the BOC approved Contract Modification No. 1 in the amount of \$165,525.00 for the Championship Field. Updated contract price to \$2,430,000.00

On July 31, 2025, a formal request was issued to the Sports Tourism Commission for a contract extension. This Change Order adds 73 days to the contract due to weather and time delays and associated cement stabilization. Approving the change order would require turn over of the park to operations on March 1st. Representatives from the City, County, Design Team, and Operations Team have evaluated the request. The Sports Tourism Commission approved the request on September 11, 2025, and is recommending to the City Commission and Fiscal Court for approval. The new contract completion date will be recorded as March 1, 2026.

No changes to contract price.

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. MUSCO CO 002B\_FINAL
2. contract modification 2 – Musco Sports Lighting – Sports Park (2)



# AIA Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Paducah Sports Park-Bid Package 1B  
150 Downs Drive  
Paducah, Kentucky 42001

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: June 24, 2024

**CHANGE ORDER INFORMATION:**  
Change Order Number: 002B  
Date: September 10, 2025

**OWNER:** *(Name and address)*  
McCracken County Fiscal Court  
300 Clarence Gaines Street  
Paducah, KY 42003

**ARCHITECT:** *(Name and address)*  
Peck Flannery Gream Warren Inc.  
101 South Fourth Street  
PO Box 510  
Paducah, KY 42002-0510

**CONTRACTOR:** *(Name and address)*  
Musco Sports Lighting, LLC  
100 1<sup>st</sup> Ave. West  
PO Box 800  
Oskaloosa, IA 52577

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Item No. 2.01: (COR 02) Contract Extension  
Contract extension to March 1, 2026 (Substantial Completion)  
The overall project construction schedule has been increased. The Contract Time is hereby extended by seventy-three (73) calendar days, revising the Substantial Completion Date to March 01, 2026. This Change Order is issued to document and resolve all pending contractor requests for extensions of time under the Contract. This extension addresses all delays attributable to the Contractor, the Owner, or other third parties through this period whether submitted formally or informally. This will include coinciding or concurrent delays during this period. This is a non-compensatory extension of time only.  
Total Additional Days 73

The original Contract Sum was	\$ 2,264,475.00
The net change by previously authorized Change Orders	\$ 165,525.00
The Contract Sum prior to this Change Order was	\$ 2,430,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 2,430,000.00

The Contract Time will be increased by seventy-three (73) days.  
The new date of Substantial Completion will be March 1, 2026

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Peck Flannery Gream Warren Inc.  
ARCHITECT *(Firm name)*

Musco Sports Lighting, LLC  
CONTRACTOR *(Firm name)*

McCracken County Fiscal Court  
OWNER *(Firm name)*

**SIGNATURE**

Jeff Canter, Vice President  
PRINTED NAME AND TITLE

**SIGNATURE**

James M. Hansen, Secretary  
PRINTED NAME AND TITLE

**SIGNATURE**

Craig Z. Clymer, Judge Executive  
PRINTED NAME AND TITLE

DATE

DATE

DATE

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 2 TO THE CONTRACT WITH MUSCO SPORTS LIGHTING, FOR THE PADUCAH SPORTS PARK PROJECT TO EXTEND THE CONTRACT BY 73 DAYS, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME

WHEREAS, on June 25, 2024, the Board of Commissioners approved a contract with Musco Sports Lighting for the Paducah Sports Park, in partnership with the Fiscal Court, and the McCracken County Sports Tourism Commission, with a contracted completion date of December 15, 2025; and

WHEREAS, on January 28, 2025, the Board of Commissioners approved Municipal Order #3010, (Contract Modification No. 1), increasing Musco's contract by \$165,525, bringing the total contract price to \$2,430,000; and

WHEREAS, On July 31, 2025, a formal request was issued to the Sports Tourism Commission for a contract extension. This Change Order adds 73 days to the contract due to weather and time delays, and associated cement stabilization. This Change Order would require turnover of the park to operations on March 1, 2026.

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

SECTION 1. The City Commission hereby approves Contract Modification No. 2 to the Agreement with Musco Sports Lighting for the Paducah Sports Park Project to extend the contract by 73 days due to weather and time delays associated with cement stabilization. The new contract completion date will be recorded as March 1, 2026.

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 15, 2025  
Recorded by Lindsay Parish, City Clerk, September 15, 2025  
mo\contract modification 2 –Musco Sports Lighting – Sports Park

# Agenda Action Form

## Paducah City Commission

Meeting Date: September 15, 2025

**Short Title:** Authorize the Mayor to execute a contract with PFGW Architects for Design and Construction Administrative Services for a Maintenance Building for the Parks and Recreation Dept. - **A. CLARK**

**Category:** Municipal Order

Staff Work  
By: Amie Clark  
Presentation  
By: Amie Clark

**Background Information:** On July 8, the BOC approved a Municipal Order authorizing the City Manager to release a Request for Proposals for Design and Construction Administrative Services for a new maintenance building for the Parks and Recreation Department. Bids were released on July 23 with a submission deadline of August 13, 2025. Three proposals were submitted.

Authorize a Contract with PFGW Architects for design, engineering, and construction administrative services for a new maintenance building for the Parks and Recreation Department in the amount of \$289,500.00.

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

If yes, please list the Commission Priority:

**Communications Plan:**

**Funds Available:** Account Name: Parks Maintenance Bldg Project

Account Number: PA0137

**Staff Recommendation:** Approve

**Attachments:**

1. MO - contract PFGW – Parks Maintenance Building

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER APPROVING AN CONTRACT WITH PFGW ARCHTECTS FOR DESIGN AND CONSTRUCTION ADMINISTRATIVE SERVICES FOR A MAINTENANCE BUILDING FOR THE PARKS AND RECREATION DEPARTMENT IN THE AMOUNT OF \$289,500, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS RELATED TO SAME

WHEREAS, On July 8, 2025, the Board of Commissioners approved a Municipal Order authorizing the City Manager to release a Request for Design and Construction Administrative Services for a new maintenance building for the Parks and Recreation Department. Bids were released on July 23, 2025, with a submission deadline of August 13, 2025; and

WHEREAS, Three proposals were submitted and PFGW Architects submitted the lowest and best evaluated bid.

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

SECTION 1. The City Commission hereby approves a contract with PFGW Architects for Design and Construction Administrative Services for a maintenance building for the Parks and Recreation Department, in the amount of \$289,500, and authorizes the Mayor to sign all paperwork relating to same.

SECTION 2. The costs of this project shall be paid from Parks Maintenance Building Project Account No. PA0137.

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 15, 2025  
Recorded by Lindsay Parish, City Clerk, September 15, 2025  
mo\contract PFGW – Parks Maintenance Building

# Agenda Action Form Paducah City Commission

Meeting Date: September 15, 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.”

<b>Purpose</b>	<b>Rate per \$100</b>
<b>GENERAL FUND OF THE CITY:</b>	
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:

<b>Purpose</b>	<b>Rate per \$100</b>
<b>GENERAL FUND OF THE CITY:</b>	
Real Property	\$0.271
Personal Property (except inventory)	\$0.356
Motor Vehicles and Watercraft	\$0.390
<b>SCHOOL PURPOSES:</b>	
<b>PADUCAH JUNIOR COLLEGE:</b>	
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, \_\_\_\_\_

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: September 15, 2025

Short Title: Approve a Ten (10) Year Non-Exclusive Cable Franchise with Ritter Communications - L.

**PARISH**

Category: Ordinance

Staff Work By: Lindsay Parish,  
Michelle Smolen  
Presentation By: Lindsay Parish

**Background Information:** The proposed ordinance authorizes the City of Paducah to enter into a new Cable Franchise Agreement with Ritter Communications. This action transitions Ritter from operating under its existing Telecommunications Franchise in Chapter 108 of the City Code to a Cable Franchise governed by Chapter 22. The change updates the City's regulatory framework for Ritter, aligning its operations with the correct section of the Code for providing cable services within Paducah. Adoption of this ordinance will dissolve the prior telecommunications franchise and formally establish Ritter as a cable franchisee.

The agreement grants Ritter Communications a non-exclusive franchise for a term of ten (10) years. During this time, Ritter is authorized to construct, operate, and maintain its cable system within the City's rights-of-way. The franchise does not give Ritter exclusivity over these public spaces but does establish the City's conditions for use of them, ensuring that operations are consistent with public safety, City ordinances, and established standards of construction.

As part of the agreement, Ritter is bound to comply fully with the provisions of Chapter 22 of the Paducah Code of Ordinances, as well as the commitments made in its bid and application, which are incorporated by reference. Ritter and its successors must faithfully perform all requirements under the franchise. Importantly, the agreement requires Ritter to provide the City with engineering drawings and documentation at least 90 days before any proposed construction in City rights-of-way. These plans must be reviewed and approved in writing by the City's Engineering Department before work begins, ensuring coordination and protection of public infrastructure.

This new Cable Franchise Agreement modernizes the City's relationship with Ritter Communications by placing its services under the appropriate legal and regulatory framework. It provides clarity for the City, the company, and the public, while maintaining protections for the community through oversight of construction and adherence to local ordinances. Approval of this ordinance will complete Ritter's transition from telecommunications to cable operations under City law and secure a clear, enforceable franchise agreement for the next decade.

This ordinance also authorizes the Mayor to execute a termination agreement with Ritter Communications for their current Telecommunications franchise.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:  
Account Number:

Staff Recommendation: Approve.

Attachments:

1. ORD Ritter Cable Franchise Agreement
2. CITY-RITTER AGREEMENT TO TERMINATE TELECOMMUNICATIONS FRANCHISE
3. 9-2 RDL Franchise with Ritter - Paducah (002)

ORDINANCE 2025-\_\_\_\_ - \_\_\_\_\_

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO E. RITTER COMMUNICATIONS, LLC TO OPERATE AND MAINTAIN A CABLE SYSTEM WITHIN THE CORPORATE LIMITS OF THE CITY OF PADUCAH, KENTUCKY, PURSUANT TO THE TERMS AND PROVISIONS OF THE PADUCAH ORDINANCE FOR REGULATION OF CABLE COMMUNICATIONS, AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FRANCHISE AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND E. RITTER COMMUNICATIONS, LLC

WHEREAS, E. Ritter Communications, LLC currently holds a franchise under the City of Paducah's Telecommunications Ordinance; and

WHEREAS, the pursuant to the City of Paducah's Telecommunications Ordinance, the grant of a Telecommunications franchise does not authorize the provision of cable services; and

WHEREAS, E. Ritter Communications, LLC now seeks to operate a cable television system within the City of Paducah and to terminate its existing telecommunications franchise; and

WHEREAS, the City of Paducah issued a request for proposals for a Cable Television Franchise in May of 2025;

WHEREAS, E. Ritter Communications, LLC submitted the only proposal; and

WHEREAS, the purpose of this Franchise is to grant a non-exclusive franchise to E. Ritter Communications, LLC to establish, operate and maintain a cable television system within the City of Paducah.

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

SECTION 1. The Mayor is hereby authorized, by and on behalf of the City, to execute the Termination of Telecommunications Franchise Agreement between the City of Paducah, Kentucky and E. Ritter Communications, LLC dated \_\_\_\_\_, 2025.

SECTION 2: The Mayor is hereby authorized, by and on behalf of the City, to execute the Cable Franchise Agreement between the City of Paducah, Kentucky, and E. Ritter Communications, LLC dated \_\_\_\_\_, 2025.

SECTION 3. There is hereby granted by the City of Paducah, Kentucky to E. Ritter Communications, LLC the right and privilege to construct, operate, maintain, and extend a Cable System within the City in accordance with the provisions set forth in the Franchise Agreement.

SECTION 4. Franchisee shall assume the reasonable publication costs as shall be presented to the Franchisee by the City Clerk after acceptance of this Franchise by the City and appropriate publication has occurred.

SECTION 5. If any section, paragraph or provision of this ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 6. 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, September 15, 2025

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

Ord\Ritter Cable Franchise  
Prepared by Holly Homra, Denton Law

**FRANCHISE TERMINATION AGREEMENT**

THIS FRANCHISE TERMINATION AGREEMENT, made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **the City of Paducah, Kentucky (“City”)** and **E. Ritter Communications, LLC (“Franchisee”)**.

WITNESSETH:

WHEREAS, the City and Franchisee entered into that certain Telecommunications Franchise Agreement dated \_\_\_\_\_, 2023 wherein Franchisee was granted a non-exclusive ten-year franchise to provide telecommunications services within the City of Paducah pursuant to Chapter 108 of the City of Paducah Code of Ordinances; and

WHEREAS, the pursuant to the City of Paducah’s Telecommunications Ordinance, the grant of a Telecommunications franchise does not authorize the provision of cable services; and

WHEREAS, Franchisee now seeks to operate a cable television system within the City of Paducah and to terminate its existing telecommunications franchise; and

WHEREAS, Franchisee was awarded a Cable Television Franchise on \_\_\_\_\_, 2025 and now seeks to operate pursuant to such franchise;

NOW, THEREFORE, in consideration of mutual promises contained herein and for other good and valuable consideration, the City and the Franchisee hereby declare that the Telecommunications Franchise Agreement dated \_\_\_\_\_, 2023, authorized pursuant to Ordinance No. 2023-12-8798 is hereby terminated, and of no legal force and effect, as of the effective date of this Termination.

WITNESS our signatures as of the date first above written.

**CITY OF PADUCAH, KENTUCKY**

By: \_\_\_\_\_  
George Bray, Mayor

ATTEST:

\_\_\_\_\_  
CITY CLERK

**E. RITTER COMMUNICATIONS, LLC:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

:ss

COUNTY OF \_\_\_\_\_ )

Subscribed, sworn to and acknowledged before me by \_\_\_\_\_, on behalf of **E. RITTER COMMUNICATIONS, LLC**, , on this the \_\_\_\_ day of \_\_\_\_\_, 2025.

My commission expires \_\_\_\_\_

Notary ID # \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State at Large

**CABLE TELEVISION FRANCHISE AGREEMENT**

**FOR THE**

**CITY OF PADUCAH, KENTUCKY**

**AND**

**E. RITTER COMMUNICATIONS, LLC**

\_\_\_\_\_, 2025

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## FRANCHISE AGREEMENT

THIS AGREEMENT, with an effective date of \_\_\_\_\_, 2025, is between the City of Paducah, Kentucky, a municipal corporation of the Commonwealth of Kentucky (“City”), and E. Ritter Communications, LLC, a Delaware limited liability company d/b/a Ritter Communications, d/b/a RightFiber (“Ritter”).

WHEREAS, the City offered at bid a non-exclusive Cable Television Franchise Agreement (“Franchise”) in accordance with Section 22-33 of the City’s Code of Ordinances (“City Code”).

WHEREAS, Ritter submitted an application with the City to activate the formal process for granting this Franchise pursuant to 47 U.S.C. § 546(a)-(g);

WHEREAS, the City reviewed the performance of Ritter under its existing Telecommunications Franchise Agreement dated effective December 12, 2023;

WHEREAS, the City reviewed the qualifications of Ritter to operate a cable system and provide cable services under the Franchise;

WHEREAS, the Paducah Board of Commissioners approved the terms of the Franchise expressed herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, it is agreed as follows:

Section 1. Short Title. This agreement may be referred to and cited as the “Franchise Agreement” or “Franchise.”

Section 2. Definitions. Except as provided below, the terms, phrases, words, and their derivations used in this Franchise shall have the meaning given in the City’s Cable Ordinance. If not defined therein, the term shall have the meaning defined in the Cable Act, and if not defined therein, such undefined term shall be construed to reflect common usage as would apply, especially in the cable television industry where applicable:

(a) “Cable Act” is Title VI of the Communications Act of 1934, as amended from time to time, 47 U.S.C. § 521 et. seq.

(b) “Cable Ordinance” is Chapter 22 Cable Communications of the City’s Code of Ordinances.

(c) “Franchisee” is E. Ritter Communications, LLC, or its lawful successor, transferee or assignee.

(d) “Wireline MVPD” is a multichannel video programming distributor that utilizes the Streets to install cable or fiber and is engaged in the business of making available for purchase, by Subscribers, multiple Channels of video programming in the City.

Section 3. Grant of Authority.

(a) There is hereby granted by the City to the Franchisee the right and privilege to construct, operate, maintain, and extend a Cable System to all places within the City in accordance with the provisions herein. The rights granted hereunder shall be non-exclusive and shall not be transferred or assigned without the prior approval of the City as provided for in Section 29, herein.

(b) The Franchisee shall have the right to use and occupy Streets and Public Ways and Utility Easements for the purpose of installing and maintaining its wires, cables, and associated equipment in or on poles, by direct burial, or in underground conduits as necessary for the operation of the Cable System to provide Cable Service. This authority, however, does not obviate the need for obtaining permits from the City for construction involving the disturbance of Streets and for compliance with all City regulations and requirements relative to construction and operation of facilities in the Public Ways. The Cable System constructed and maintained by Franchisee or its agents shall not interfere with other uses of Streets. Nothing in this Franchise shall be construed to prohibit the Franchisee from providing services other than Cable Services as permitted by Applicable Law. The City hereby reserves all of its rights to regulate such other services to the extent not prohibited by Applicable Law and no provision herein shall be construed to limit or give up any regulatory right of the City.

Section 4. Reservation of Authority. The Franchisee specifically agrees to comply with the lawful provisions of the City Code and applicable regulations of the City. Subject to the police power exception below, in the event of a conflict between: (A) the lawful provisions of the City Code or applicable regulations of the City; and (B) this Franchise, the express provisions of this Franchise shall govern. Subject to express federal and state preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to the City Code, ordinances or any regulation of City, except in the lawful exercise of City's police power. Franchisee acknowledges that the City may modify its City Code and regulatory policies by lawful exercise of the City's police powers throughout the term of this Franchise. Franchisee agrees to comply with such lawful modifications to the City Code; however, Franchisee reserves all rights it may have to challenge such modifications to the City Code whether arising in contract or at law. The City reserves all of its rights and defenses to such challenges whether arising in contract or at law. Nothing in this Franchise shall (i) abrogate the right of the City to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (iii) be construed as a waiver or release of the rights of the City in and to the Streets.

Section 5. Compliance with Applicable Laws and Ordinances.

(a) The Franchisee voluntarily makes the following express representations:

(1) Franchisee has examined all provisions of the Cable Ordinance and accepts and agrees to all the provisions of the Cable Ordinance as of the date of this Franchise's enactment, unless otherwise provided for herein.

(b) Notwithstanding any provision to the contrary, if a non-wireless facility based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers “Cable Service” or its functional equivalent (including, but not limited to, Video Programming under 47 U.S.C. § 571(a)(3) or § 573) within the Franchise Area (“new Wireline MVPD”) with or without a Franchise or other similar lawful authorization granted by the City, and the City has the legal authority to mandate that new Wireline MVPD obtain a franchise or other similar lawful authorization from the City, then the City shall permit the Franchisee to construct and/or operate its Cable System and provide multi-channel video programming or its equivalent to Subscribers in the City under equivalent material terms and conditions when considered as a whole, as applicable to the new Wireline MVPD. “Material terms and conditions” include, but are not limited to: Franchise Fees and Annual Gross Revenues definition; the number of Public, Education and Government Access Channels and the transportation of those PEG Channels to the headend and the PEG Fee; customer service standards; and proportionate courtesy Cable Services. Within ninety (90) days after the Franchisee submits a written request to the City, the Franchisee and the City shall, following good faith negotiations and mutual agreement, enter into an agreement or other appropriate authorization (if necessary) containing the equivalent Material terms and conditions as are applicable to the new Wireline MPVD. If the parties are unable to reach agreement, following good faith negotiations, either party may seek review in a court of competent jurisdiction. Nothing herein shall in any way limit or reduce Franchisee’s right to provide Cable Service in the City under Applicable Laws, nor the City’s right to regulate Franchisee’s provision of Cable Service in the City under Applicable Laws. The provisions of this Section 5(b) shall apply to any wireline facility owned or operated by the City.

Section 6. Provision of Service.

(a) The Franchisee shall extend Cable Service to all residents within the City in accordance with the following standards.

(1) General Service Obligation. The Franchisee shall provide Cable Service to every residential dwelling unit within the Franchise Area reaching the minimum density of at least twenty (20) dwelling units per mile measured from the nearest technically feasible point of connection to Franchisee’s existing distribution cable. The Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred fifty (150) feet of the Franchisee’s existing distribution cable.

(2) The Franchisee may elect to provide Cable Service to areas not meeting the above density and distance standards. In so doing, the Franchisee may impose an additional charge in excess of its Standard Installation charge for any service installation requiring a Drop in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation which exceeds the one hundred fifty (150) foot standard set forth above. In the event of annexation into the Franchise Area, the Franchisee is not obligated to provide service to the area unless it meets the twenty

(20) dwelling units per mile measured from the nearest technically feasible point of connection to Franchisee's existing distribution cable.

(b) Franchisee shall provide one (1) Drop and one (1) outlet at City Hall, the McCracken County Public Library, each fire and police station, the public works facility and floodwall maintenance shop, the parks department and Paducah-McCracken County Senior Center, the information technology/911 facility, the Paducah Recreation Center and each public and private accredited K-12 school within the City including the Board of Education. Any charge for relocation of such installation shall be charged at Franchisee's current rate for such work. Additional installations at the same location shall be made by Franchisee only upon request of the City and at Franchisee's current rate for such work.

(1) No sooner than thirty (30) days of the effective date of this Franchise, the Franchisee may provide the City with a price list for the purchase of Cable Services and equipment at the locations listed in Section 6(b) above. The City shall have up to one hundred and twenty (120) days within which to designate the level of Cable Service to be provided at each location. The total charge for the Cable Service requested and necessary equipment shall be invoiced to the City as elected by the City. Franchisee agrees that charges for Cable Service imposed upon the City shall be set at rates no more burdensome nor less favorable than those charged by Franchisee to its cable customers within the Franchise Area.

(2) In the event the FCC's Third 621 Order is stayed or is finally reversed on appeal as to the issue of complimentary Cable Services constituting Franchise Fees, the City may request, and Franchisee shall provide, at no cost, Basic Cable Service be provided at the locations listed in Section 6(b) above. However, in no event shall Franchisee be obligated to provide such complimentary Basic Cable Service to more than twenty (20) locations in the City.

(c) To the extent prohibited by Applicable Law, no complimentary service obligations shall be enforceable if it would cause the Franchisee or the receiving entity to violate e-rate gift prohibitions or similar restrictions.

(d) Unless otherwise preempted by Applicable Law, Subscriber rates may be set and modified pursuant to Sec. 22-71 of the Cable Ordinance. The City reserves the right to implement rate regulation and prescribe procedures for establishing and modifying rates when, and to the extent, permitted by federal law and/or FCC rules.

Section 7. Insurance, Bonds and Indemnification.

(a) The insurance, performance bond and indemnification obligations as specified in Sec. 22-46 of the Cable Ordinance shall apply. Franchisee shall continue to comply with Section 22-46 of the Cable Ordinance. Upon the effective date of this Franchise, nothing in this Section 7 shall require Franchisee to refile documentation with the City so long as Franchisee is currently in compliance with Section 22-46 of the Cable Ordinance. Notwithstanding the foregoing, the Franchisee shall not be obligated to

indemnify the City for any damages, liability or claims resulting from the willful misconduct or negligence of the City or for the City's use of the PEG Channels.

Section 8. System Design: Minimum Channel Capacity.

(a) Franchisee shall develop, construct, operate, and maintain for the term of this Franchise, a System providing a minimum of one hundred twenty (120) Channels of programming consistent with the specifications attached hereto as Exhibit A.

(b) The System is a hybrid fiber-coaxial architecture. In addition, the System will be designed with the capability to transmit return signals upstream in spectrum to be determined by Franchisee.

(c) All programming decisions shall be made by Franchisee in accordance with applicable law, provided that Franchisee notifies City and Subscribers in writing thirty (30) days prior to any Channel deletions or realignments, and further subject to Franchisee's signal carriage obligations pursuant to 47 U.S.C. § 531-536, and further subject to City's rights pursuant to 47 U.S.C. § 545. Location and relocation of the PEG Access Channels shall be governed by Attachment C attached hereto. Such written notices may be delivered electronically.

Section 9. Interruption of Service. Franchisee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a total period of more than twenty-four (24) continuous hours in any thirty (30) day period, Subscribers shall, upon request, be credited pro rata for such interruption.

Section 10. Emergency Alert Capability. At all times during the term of this Franchise, Franchisee shall provide and maintain an Emergency Alert System (EAS) consistent with Applicable Laws including 47 C.F.R., Part 11, as may be amended or modified from time to time, and the Kentucky Emergency Management (KYEM) requirements. The City may identify authorized emergency officials for activating the EAS consistent with the KYEM requirements. The City may also develop a local plan containing methods of EAS message distribution, subject to applicable laws and the KYEM requirements. Nothing in this section is intended to expand Franchisee's obligations beyond that which is required by the KYEM requirements and Applicable Law.

Section 11. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations. To the extent those standards are altered, modified or amended during the term of this Franchise, the Franchisee shall comply with such alterations, modifications or amendments within a reasonable period after their adoption by the FCC. In addition, Franchisee is subject to the technical standards outlined in Attachment A, attached hereto.

Section 12. Special Testing. Pursuant to the FCC's Report & Order in *In re Cable Television Technical and Operational Standards* issued September 25, 2017, the City may request testing of compliance with signal quality standards in response to a pattern of customer complaints

regarding signal quality. If such special testing establishes that the System meets all required FCC technical standards, the City shall bear its expense for such special testing. If such special testing establishes that the System does not meet all required FCC technical standards, Franchisee shall bear the City's expense for such special testing.

Section 13. Access Facilities.

(a) The Franchisee shall provide Access Channels and Services pursuant to the requirements of Attachment C hereto. No later than sixty (60) days after the effective date of this Franchise, Franchisee shall collect on behalf of City a per Subscriber fee of Nine Tenths percent (.90%) of Annual Gross Revenues to support PEG access in the City pursuant to federal law (hereinafter "PEG Fee"). The payment of PEG Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter in the same manner as Franchise Fee payments are remitted pursuant to Section 15 herein. The PEG Fee may be reduced based upon mutual agreement of the parties. Consistent with Section 21(d) of this Franchise, in the event the imposition of a PEG Fee is determined to be unenforceable under Applicable Law or is otherwise declared invalid by any court, agency, commission, legislative body, or other authority of competent jurisdiction the PEG Fee shall no longer be enforceable under this Franchise absent a subsequent change in Applicable Law.

(b) The PEG Fee may be used by City to fund PEG expenditures in accordance with Applicable Law.

(c) The PEG Fee may be categorized, itemized and passed through to Subscribers as permissible, in accordance with 47 U.S.C. § 542 or other Applicable Laws. Franchisee shall pay the PEG Fee to the City on a quarterly basis. Any PEG Fees owing pursuant to this Franchise which remain unpaid more than thirty (30) days after the date the payment is due shall be delinquent and shall thereafter accrue interest compounded at the Wall Street Journal Prime rate plus two percent (2%).

(d) Franchisee shall provide PEG Fiber Transport as described in Exhibit B.

(e) Franchisee shall not be obligated to comply with Section 22-39(c) of the Ordinance.

Section 14. Other Business Licenses. This Franchise authorizes only the operation of a Cable System as provided for herein, and does not take the place of any other generally applicable franchise, license, or permit which might be required of the Franchisee by law.

Section 15. Franchise Fees.

(a) Franchisee shall pay City a Franchise Fee in an amount equal to five percent (5%) of Annual Gross Revenues derived by the Franchisee from the operation of the Cable System in the Franchise Area to provide Cable Services. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Franchisee showing the basis for the computation of the

Franchise Fees paid during that period. Any Franchise fees owing pursuant to this Franchise which remain unpaid more than thirty (30) days after the date the payment is due shall be delinquent and shall thereafter accrue interest compounded at the Wall Street Journal Prime rate plus two percent (2%). The City shall have the right to audit Franchisee's Franchise Fee payments in accordance with the Cable Ordinance at Section 22-72.

(b) Nothing in this Franchise shall in any way be construed to prohibit the City from collecting any generally applicable fees, taxes or assessments as may be permitted by Applicable Laws.

Section 16. Reports. Within ninety (90) days of the end of its fiscal year and only in response to a written request by the City, the Franchisee shall file with the City the reports required by Sec. 22-45 of the Cable Ordinance.

Section 17. Customer Service. The Franchisee shall provide customer service consistent with the provisions of Article IV – Customer Protection and Service Standards of the Cable Ordinance.

Section 18. Conflicts. In the event of a conflict between this Franchise and the Cable Ordinance, the Franchise shall prevail and control.

Section 19. Publication Costs. Franchisee shall assume the reasonable publication costs as shall be presented to the Franchisee by the City Clerk after acceptance of this Franchise by the City and appropriate publication has occurred.

Section 20. Notices. All formal notices under this Franchise shall be delivered by hand, U.S. mail (certified or registered), or any courier service that verifies the date of delivery and shall be considered given upon the date of receipt. Notices shall be sent to the City and Franchisee as follows:

City: Attention: City Manager  
300 South Fifth Street  
Paducah, Kentucky 42003

Franchisee: Ritter Communications  
2400 Ritter Drive  
Jonesboro, Arkansas 72401

Section 21. Miscellaneous Provisions.

(a) Whenever this Franchise shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence.

(b) This Franchise may not be amended except by written instrument agreed to and executed by both parties hereto.

(c) This Franchise shall be deemed to be executed in the County of McCracken, Commonwealth of Kentucky, and shall be governed in all respects, including validity,

interpretation and effect, and construed in accordance with the laws of the Commonwealth of Kentucky, as applicable to contracts entered into and performed entirely within the Commonwealth.

(d) If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 22. Term of Agreement. The term of this Franchise shall be ten (10) years, beginning on \_\_\_\_\_, 2025, unless renewed, revoked, or terminated sooner as herein provided.

Section 23. Force Majeure. The Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Franchise or the Cable Ordinance, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado, wild fire or other catastrophic act of nature, failure of utility service (through no fault of Franchisee) necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Franchisee's ability to anticipate or control.

Section 24. Entire Agreement. This Franchise, including all Attachments, embodies the entire understanding and agreement of the City and the Franchisee, supersedes all prior agreements or proposals except as specifically set forth herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 25. No Third Party Beneficiaries. Nothing in this Franchise or any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

Section 26. No Waiver of Rights. Nothing in this Franchise shall be construed as a waiver of any rights, substantive or procedural, the Franchisee may have under federal or state law unless such waiver is expressly stated herein.

Section 27. Renewal of Franchise. The renewal of this Franchise shall be governed by and comply with the provisions of 47 U.S.C. § 546 of the Cable Act, as amended.

Section 28. Enforcement and Termination of Franchise.

(a) Notice of Violation or Default. In the event the City believes that the Franchisee has not complied with the material terms of this Franchise, it shall notify the Franchisee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

(b) Franchisee's Right to Cure or Respond. The Franchisee shall have thirty (30) days from the receipt of the City's notice described in Section 28(a), above: (i) to respond to the City, contesting the assertion of noncompliance or default, or (ii) to cure such default, or in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

(c) Public Hearings. In the event the Franchisee fails to respond to the City's notice described in Section 28(a), above, or in the event that the alleged default is not remedied within thirty (30) days or such longer time period as may be mutually agreed upon by City and Franchisee, pursuant to Section 28(b), above, the City shall schedule a public hearing regarding the default. Such public hearing shall be held at the next regularly scheduled meeting of the City that is scheduled at a time, which is no less than ten (10) business days therefrom. The City shall notify the Franchisee in writing of the time and place of such meeting and provide the Franchisee with a reasonable opportunity to be heard.

(d) Enforcement. Subject to applicable federal and state law, in the event the City, after such public hearing, determines that the Franchisee is in default of any provision of the Franchise, the City may:

(1) draw from the performance bond required by Section 22-46 of the Cable Ordinance;

(2) seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages or seek other equitable relief; or

(3) in the case of a substantial default of a material provision of the Franchise, declare the Franchise to be revoked in accordance with the following:

(i) The City shall give written notice to the Franchisee of its intent to revoke the Franchise on the basis of noncompliance by the Franchisee, including one (1) or more instances of substantial noncompliance with a material provision of this Franchise Agreement. The notice shall set forth with specificity the exact nature of the noncompliance. The Franchisee shall have thirty (30) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from the Franchisee, it may then seek termination of this Franchise Agreement at a public hearing. The City shall cause to be served upon the Franchisee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Franchisee an opportunity to state its position on the matter, present evidence,

after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Franchisee within ten (10) business days. The decision of the City shall be in writing and shall be delivered to the Franchisee in the manner set forth in Section 20, herein. The Franchisee may appeal such determination to an appropriate court. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the City.

(iii) The City may, at its sole discretion, take any lawful action that it deems appropriate to enforce its rights under the Franchise in lieu of revocation.

Section 29. Transfer of the Franchise. Notwithstanding anything to the contrary in the Cable Ordinance or this Franchise, neither the Franchisee nor any other Person may transfer the Cable System or this Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Franchisee defined as an acquisition of fifty-one (51) percent or greater ownership interest in Franchisee shall take place without the prior written consent of the City. No such consent shall be required, however, for a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in this Franchise or the Cable System in order to secure indebtedness. The City shall, in accordance with FCC rules and regulations, notify the Franchisee in writing of information it requires, if any, to determine the legal, financial, and technical qualifications of the transferee. So long as required by applicable FCC regulations, if the City has not taken action on the Franchisee's request for transfer within one hundred twenty (120) days after receiving such request, consent to the transfer shall be deemed given.

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ATTACHMENT A  
DESCRIPTION OF SYSTEM

1. System. The Cable System shall be designed, constructed, routinely inspected, and maintained to guaranty the Cable System meets or exceeds the requirements of the most current additions of the National Electrical Code (NFPA 70) and the National Electrical Safety Code (ANSI C2).
2. General Requirements. Franchisee shall use equipment used in high-quality, reliable, modern Cable Systems of similar design.
3. Technical Specifications. The System shall meet or exceed FCC requirements. The System shall be designed such that no noticeable degradation in signal quality attributable to the System will appear at the Subscriber terminal.

ATTACHMENT B  
PEG FIBER TRANSPORT

PEG Fiber Transport.

1. Franchisee shall construct, implement, and provide, at no charge or reimbursement of Franchisee's costs, during the term of the Franchise, the transmission of the PEG origination locations via a bi-directional facility that connects the location(s) listed in paragraph 2 below to Franchisee's head end facility ("Video Fiber Transport Network").
2. The Video Fiber Transport Network shall serve all of the PEG origination locations listed below.

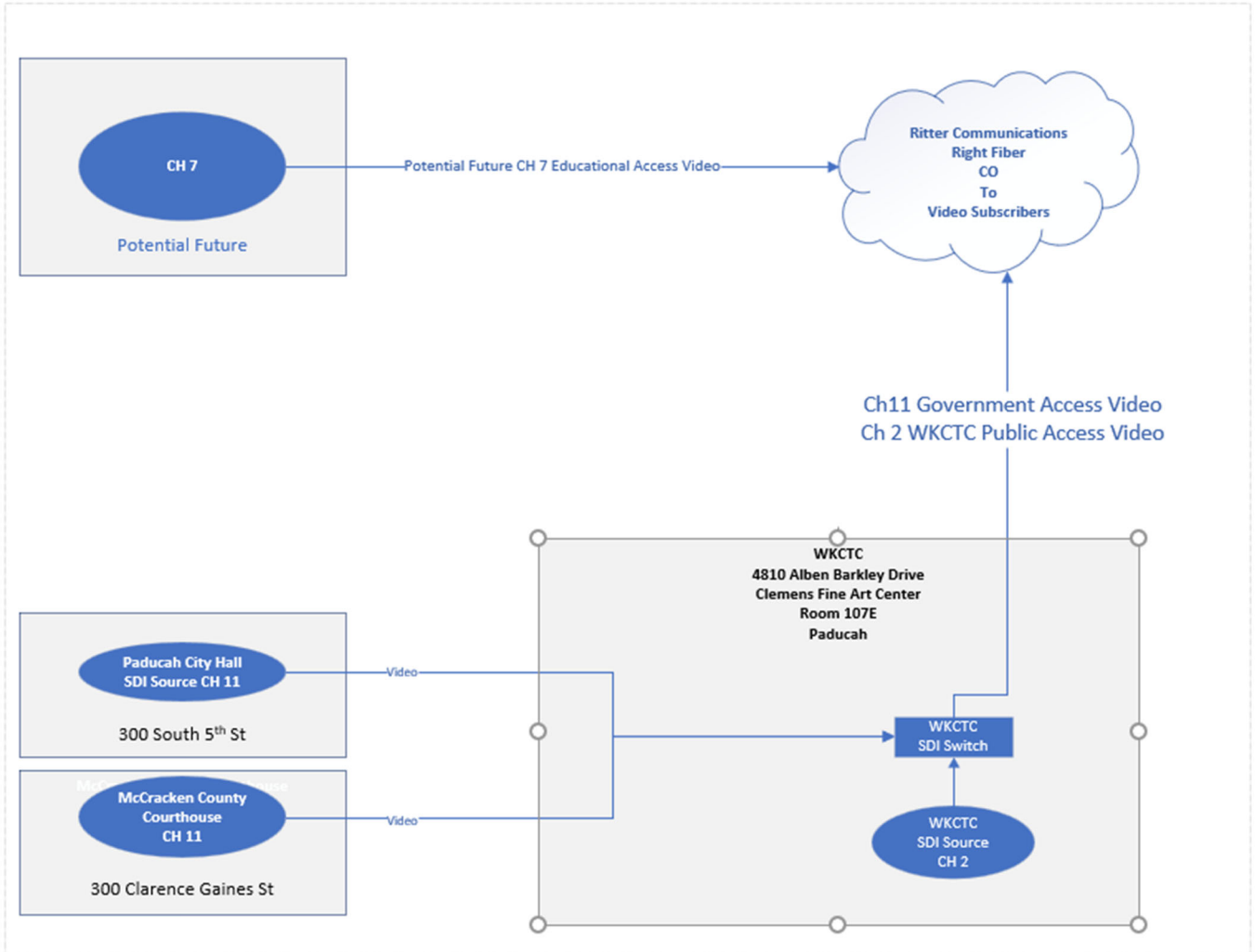
<u>Access Channel</u>	<u>Origination Location</u>
<b>Public</b>	West KY Community and Technical College 4810 Alben Barkley Drive, Clements Fine Art Center, Room 107E
<b>Government</b>	West KY Community and Technical College 4810 Alben Barkley Drive, Clements Fine Art Center, Room 107E
<b>Educational</b>	McCracken County Library 555 Washington Street

3. Transport equipment for the purpose of inserting Video Programming on the Video Fiber Transport Network, to the extent not already installed as of the effective date of this Franchise, shall be the responsibility of Franchisee. Franchisee shall purchase and install the transmitters/encoders and receivers needed at the locations in paragraph 2 above, if needed. Maintenance costs of the PEG transport network ("Transport Maintenance") will be at the City's expense. Franchisee will provide the City with prior notice of the anticipated costs of the Transport Maintenance at the time such maintenance is suggested by Franchisee or requested by the City, and Franchisee shall invoice the City for such costs upon completion of the work.
4. All other PEG production equipment and transmitting equipment (on City's side of the demarcation point) shall be the responsibility of the City to purchase, install and maintain.

5. The Video Fiber Transport Network shall be capable of carrying Video Programming inserted at the location(s) in paragraph 2, above, upstream to the headend for redistribution over the Subscriber network.

6. Franchisee will be given up to six (6) months from execution of this Franchise Agreement to construct and implement the Video Fiber Transport Network to the locations listed in paragraph 2 above that connects to Franchisee's head end facility.

# PEG Fiber Transport Diagram



ATTACHMENT C  
ACCESS CHANNELS

I. GENERAL

- A. Franchisee shall provide Access Channels sufficient to meet community needs during the term of the Franchise as provided for herein.
- B. Access Channel operations must conform to the following minimum requirements:
1. Access Channels shall be carried on Franchisee's lowest priced Cable Service offering in accordance with Section 611 of the Cable Act.
  2. Subject to Section II.A.3 below, Franchisee shall have no control over the content of any programming carried on Access Channels. The Authority may select a non-profit corporation or other entity to manage the Access Channels consistent with the requirements of the Cable Ordinance, this Franchise, and Applicable Law.
  3. Franchisee agrees to provide three (3) Access Channels.
  4. All programming transmitted over the Access Channels shall be non-commercial in nature. Program material to be distributed on Access Channels shall contain no advertising or commercial content. Franchisee and City agree that City or the producer or distributor of such programming may include acknowledgments for Persons, which sponsor or underwrite access programming in a manner substantially similar to the sponsorship information provided on the Public Broadcasting System (PBS).
- C. Access Channels shall be operated in conformity with the provisions of this Franchise and the Cable Ordinance.
- D. An Access user, whether an individual, educational or governmental user, or any other lawful entity, acquires no property or other interest by virtue of the use of a Channel so designated, and may not rely on the continued use of a particular Channel number, no matter how long the same Channel may have been designated for such use. Franchisee, however, shall not relocate any Access Channel to a different Channel number without first giving thirty (30) days advanced written notice to the City. Franchisee shall endeavor to provide as much advance notice as possible to City for any Access Channel relocation.
- E. In the event any Access Channel(s) is relocated, Franchisee shall reimburse City up to Three Thousand and No/100 Dollars (\$3,000.00) for all reasonable actual costs associated with such a move including change of letterhead, promotion of the new Channel location and promotional spots for the new location and inform Subscribers of the new Channel location through bill inserts and newspaper or other advertisements.
- F. Franchisee shall provide the Access Channels as part of the Cable Service provided to any Subscriber, at no additional charge to the City, access users or Subscribers other

than the permitted basic services fee under applicable law so that the Access Channels are viewable by the Subscriber without the need for additional equipment beyond that required to receive the lowest priced Cable Service offering.

G. To the extent the configuration of the Cable System allows for detailed program listings to be included on the digital Channel guide, Franchisee will allow City to make arrangements with the Channel guide vendor to make detailed programming listings available on the guide. The City will be solely responsible for providing the program information to the vendor in the format and timing required by the vendor and shall bear all costs of this guide service.

H. Franchisee shall make a reasonable effort to group Access Channels with like Channels in the lowest cost SD and HD tier, and will be located in reasonable proximity to broadcast channels and other basic mainstream cable/satellite Channels.

I. Franchisee shall maintain all its upstream and downstream Access Channels and connections at the same level of technical quality and reliability required by this Franchise and all other Applicable Laws. Franchisee, in accordance with Applicable Law, shall provide routine maintenance and shall repair and replace all transmission equipment, including transmitters/receivers, associated cable and equipment in use as necessary to carry a quality Access Channel signal to and from a designated demarcation point between the City and Franchisee as set forth in Attachment B.

J. In the event Franchisee makes any change in the Cable System and related equipment and facilities or in Franchisee's signal delivery technology, which directly or indirectly affects the signal quality or transmission of Access Channels or Access programming or requires City to obtain new equipment in order to be compatible with such change for purposes of transport of and delivery of any Access Channels (SD or HD), Franchisee shall, at its own expense and free of charge to City, take necessary technical steps or provide necessary technical assistance and training of City's Access personnel to ensure that the capabilities of Access services are not diminished or adversely affected by such change.

K. Unused Access Channel capacity may be utilized by Franchisee. Because blank or underutilized Access Channels are not in the public interest, in the event the City or other Access Channel user elects not to fully program its Channel(s), Franchisee may program unused time on such Channels subject to reclamation by the City upon no less than sixty (60) days' notice.

L. Franchisee shall not be obligated to indemnify the City for any damages, liability or claims resulting from the willful misconduct or gross negligence of the City for the City's use of any PEG Access Channels.

M. The City will obtain from any non-governmental Access Channel programmer or user a written statement indemnifying Franchisee and the City from all claims regarding that party's programming or use of Access Channels.

N. Indemnification. Franchisee shall not be required to indemnify City for any liability, loss or damage due to violation of the intellectual property rights of third parties or arising out of the content of programming shown on any PEG channel and from claims arising out of the City's rules for or administration of the PEG Access Channels.

## II. ACCESS CHANNELS

### A. Public Access Channel

1. Franchisee shall provide capacity on one (1) Channel for public access purposes originating at West Kentucky Community & Technical College located at 4810 Alben Barkley Drive.

2. The City shall provide access to such capacity on a first-come-first served, non-discriminatory basis. The City, however, may reserve the right to limit the amount of time granted any one party in order to ensure that all users have access opportunity. Use limitations may be imposed only in those situations where demand exceeds availability.

3. Franchisee shall not exercise any control over program content with the following exceptions:

(a) A participant in public access cablecasting may not present any advertisement of, or information concerning any lottery, gift, enterprise or similar scheme, offering change, or any list of prizes. This prohibition does not apply to advertisement of, or information concerning state-conducted lotteries where the transmission is permitted by federal statute or FCC rules and regulations.

(b) A participant in public access cablecasting may not present obscene material.

(1) Franchise shall not exercise editorial control over any use of Access Channel capacity, except Franchisee may pre-screen or take other appropriate steps to ensure that obscene materials are not cablecast. Such steps may include, but not be limited to, requesting that the offending portions be deleted or by refusing to allow the program on the System.

(2) A participant may not present any advertising material designed to promote the sale of commercial products or services, including advertising by or on behalf of candidates for public office on any Access Channel. However, this is not to be construed to mean that candidates for public office may not appear on any Access Channel in behalf of their candidacy providing their appearance is in accordance with statutory requirements and FCC rules and regulations.

### B. Government Access Channel

1. Franchisee shall provide capacity on one (1) Channel for government access purposes, with Franchisee's facilities originating at West Kentucky Community & Technical College located at 4810 Alben Barkley Drive. This Channel shall be made available in order to increase the general public's awareness of local governments by allowing for live or recorded coverage of Paducah City Commission and the McCracken County Fiscal Court meetings, planning commission meetings, special hearings, committee meetings, and discussions of independent boards, commissions, and City and county departmental programs. Franchisee shall cooperate with the City and provide assistance, advice and technical aid necessary to provide maximum utilization of the governmental Access Channel for whatever needs arise. This provision does not include actual production assistance. To the extent Franchisee imposes charges on the City for any assistance, advice and technical aid, Franchisee will provide advance written notice to City before any charges are imposed and invoiced to the City.

2. The governmental Access Channel shall serve as a means for the Mayor, Judge/Executive, City and County officials to communicate with the citizens of the Paducah Community. More specifically this Channel shall be regularly used to provide the Paducah Community with up to date information regarding day-to-day operations of the City, County, state and Federal governments.

#### C. Educational Access Channel

1. Franchisee shall dedicate capacity on one (1) Channel for the use by educational institutions such as primary and secondary schools, but not "home" schools, in the City of Paducah and McCracken County. The Educational Access Channel will originate at the McCracken County Public Library or another location within McCracken County to be determined.

2. To the extent not otherwise provided for in Section II. A.3 above, Franchisee shall not exercise any control over programming.

### III. VIDEO ON DEMAND

A. To accommodate PEG programming in HD, Franchisee will provide, for as long as it makes video on demand ("VOD") available on its Cable System, in its VOD offerings twenty-five (25) hours of either SD or HD Access programming or a combination of both or such greater amount as may be mutually agreed to by the parties, as designated and supplied by the City to Franchisee. Franchisee and City shall execute a Video on Demand Licensing Agreement. Franchisee will not charge the City for VOD unless Applicable Law allows Franchisee to impose such a charge and any such change will be set at rates that are not discriminatory against the City.

B. The City's content may be electronically transmitted and/or transferred and shall be stored on Franchisee's VOD system. The City VOD Access programming will be available to Subscribers twenty-four (24) hours per day, seven (7) days per week. Any

City Access programming placed on VOD shall be available to Subscribers free of charge. Franchisee will provide, upon City's request, any aggregate data regarding Subscriber use of the City's programming on the VOD platform, if available to Franchisee. Access programming content shall have the same viewing quality and features (including program descriptions and search function) as all other free VOD content on Franchisee's Cable System. Programming submitted for placement on the VOD system shall be placed on and available for viewing from the VOD system as soon as possible from time of receipt of said programming and Franchisee will make best efforts to provide a 24-hour turn-around, and in no case longer than seventy-two (72) hours from receipt of said programming. Franchisee agrees to treat Access VOD programming in a nondiscriminatory manner as compared to other similarly situated providers of VOD content.

C. The City shall have the sole discretion to select the content of such Access VOD programming and shall be responsible for such content. The City's VOD programming will be located on Franchisee's on-demand menu pages on the second page or higher on a button with the City's choice of label). The City's Access VOD programming will be available in the City's Franchise Area, or more broadly distributed at Franchisee's option.

D. To the extent permitted, Franchisee shall authorize City to obtain from Franchisee's third party vendor, free of charge and at no cost to the City, monthly viewership/traffic reports showing statistics for Access VOD programs, or Franchisee shall provide (or require its third party vendor to provide) the City with access to online dashboard analytics allowing City staff to directly access traffic information.

# Agenda Action Form Paducah City Commission

Meeting Date: September 15, 2025

Short Title: Repeal & Replace Article IV, Chapter 34 Urban Renewal of the Code of Ordinances - C.

**GAULT**

Category: Ordinance

Staff Work  
By: Carol Gault  
Presentation  
By: Carol Gault

**Background Information:** A few years ago the Urban Renewal and Community Development Agency and Planning Commission were joined as two boards utilizing the same members. This action would repeal that action and separate the 2 boards each having their own members.

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:

Attachments:

1. Ordinance repealing and replacing Article IV Chapter 34 Urban Renewal

**CITY OF PADUCAH**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REPEALING AND REPLACING ARTICLE VI,  
“URBAN RENEWAL AND COMMUNITY DEVELOPMENT  
AGENCY”, OF CHAPTER 35 “COMMUNITY PLANNING AND  
DEVELOPMENT”, OF THE CODE OF ORDINANCES OF THE  
CITY OF PADUCAH, KENTUCKY**

**WHEREAS**, the Paducah Board of Commissioners did adopt on August 12, 2025, the Southside Revitalization Plan of the City of Paducah and designated Urban Renewal and Community Development Agency (“URCDA”) to act on behalf of the City for the implementation, oversight, administration and review responsibility for the Southside Revitalization Plan; and

**WHEREAS**, due its increased duties administering and implementing the Southside Revitalization Plan, the City of Paducah has determined that it is in the best interest of the City to repeal Article VI, “Urban Renewal and Community Development Agency” of Chapter 35 “Community Planning and Development” of the *Code of Ordinances of the City of Paducah, Kentucky*, which establishes URCDA and governs the composition of URCDA as a subcommittee of the Paducah Planning Commission, by repealing this Article VI in its entirety and replacing it as stated herein;

**NOW THEREFORE** be it ordained by the City Commission of the City of Paducah as follows:

**SECTION A:** Article VI, “Urban Renewal and Community Development Agency” of Chapter 35 “Community Planning and Development” of the *Code of Ordinances of the City of Paducah, Kentucky* is hereby revoked in its entirety and replaced with the following:

**ARTICLE VI. - URBAN RENEWAL AND COMMUNITY DEVELOPMENT AGENCY**

**Sec. 34-121. - Established.**

The Urban Renewal and Community Development Agency of Paducah, hereinafter referred to as the URCDA, was established by Resolution on February 23, 1960 by the City of Paducah.

(Ord. No. 2019-12-8608, § 1, 12-17-2019)

**Sec. 34-122. - Composition; term and meetings.**

(a) *Generally.* The URCDA shall consist of a total of five (5) residents within city limits of the City of Paducah as members who shall be appointed by the Mayor with the approval of the Board of Commissioners in conformity with applicable law.

(b) *Terms.* Three (3) of the members who are first appointed shall be designated to serve for terms of one (1), two (2) and three (3) years respectively, and the remaining two (2) of such members shall be designated to serve for terms of four (4) years each, from the date of their appointment as indicated in KRS 99.350. Any appointments heretofore made for a term of five (5) years are hereby confirmed and declared to be appointments for a term of four (4) years from the date of such appointment. Thereafter, members shall be appointed as aforesaid for a term of office of four (4) years, except that all vacancies occurring during a term shall be filled for the unexpired term. A member shall hold office until his successor has been appointed and qualified.

The term of each URCD A member, except for the initial term, shall be for a staggered four (4) year term A member shall hold office until a successor has been appointed and qualified.

(c) *Meetings.* The URCD A shall hold at least one (1) regular meeting per month at City Hall on a day and time determined by URCD A.

**Sec. 34-123. - Powers and authority.**

The powers, functions and duties of the URCD A and its authority shall be in conformity with KRS 99.330 to 99.510, as amended from time to time.

**SECTION B. SEVERABILITY.** If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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

**SECTION D. CONFLICTS.** Upon the publication and on the effective date of this Ordinance, the following Chapter shall be repealed in its entirety and superseded with this Ordinance: Chapter 108.

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

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MAYOR GEORGE P. BRAY

ATTEST:

\_\_\_\_\_  
City Clerk, Lindsay Parish

Introduced by the Board of Commissioners, September 16, 2025

Adopted by the Board of Commissioners, \_\_\_\_\_, 2025

Recorded by City Clerk, \_\_\_\_\_, 2025

Published by *The Paducah Sun*, \_\_\_\_\_, 2025