



**CITY COMMISSION MEETING
AGENDA FOR FEBRUARY 10, 2026
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 Cub Scout Troop 2470

ADDITIONS/DELETIONS

PRESENTATION Tree Advisory Board Annual Update - Jonathan Perkins, Chairperson

PUBLIC COMMENTS

MAYOR'S REMARKS

Items on the Consent Agenda are considered to be routine by the Board of Commissioners and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Consent Agenda and considered separately. The City Clerk will read the items recommended for approval.

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for January 16, 2026 and January 27, 2026, Board of Commissioners meeting
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Authorize a Contract Between the City and the International Association of Fire Fighters in the Amount of \$45,000 for Fire Ground Survival Train the Trainer Course - S. KYLE
	E.	Authorize Contract Modification No. 2 with Avaniti Restaurant Solutions for the Paducah Sports Park - A. CLARK & J. CANTER
	F.	Authorize an Amendment to the City's Contract with Kistner Eddy Executive Services (KEES) for the Hotel Metropolitan Executive Director Search - H. REASONS
	G.	Authorize the City Manager to Release a Request for Proposals for the City Hall Stabilization Project - C. YARBER
	H.	Contract for the 2026-2027 Street Resurfacing Program - G. GUEBERT

	II.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Amend Code of Ordinances to Authorize Golf Carts - L. PARISH
		B.	Authorize a Street Name Change From Downs Drive to Steve Doolittle Drive - MAYOR BRAY
		C.	Melody Lane Street Acceptance Plat Approval and Surety Agreement Approval - G. GUEBERT
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Repeal and Replace Chapter 42 of the Code of Ordinances related to Rental Occupany - G. CHERRY
		B.	Approve Mid-Year Budget Amendment - A. KYLE
	IV.	<u>DISCUSSION</u>	
		A.	Household Bulk Item Collection Pilot Program - C. YARBER
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VI.	<u>EXECUTIVE SESSION</u>	

January 16, 2026

At a Special Called Meeting of the Paducah Board of Commissioners held on Friday, January 16, 2026, at 12:00 p.m. in the Training Room 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).

The Board of Commissioners received a presentation on the 2025–2026 Commission Priorities, with discussion centered on current status, upcoming initiatives, and implementation expectations across all priority areas. Major focus areas included Downtown and Economic Development, Southside Revitalization, Support for Human and Social Services, Quality Housing, City Facilities, Staffing, Revenue Equity, Quality of Life, and Continuous Improvement.

Commissioners emphasized the importance of improved communication and reporting, particularly related to Main Street activities, downtown events, and development projects. Direction was given to establish a consistent framework for providing Main Street updates to the Board. The Commission also discussed coordinating high-level meetings with riverboat cruise operators to address preferred docking agreements, overall relationships, and cruise operations within the city. Prior to substantial completion of the BUILD Grant project, a final determination is needed regarding the treatment and design of the concrete monoliths.

Southside Revitalization efforts will move from planning to execution, with expanded outreach to residents, churches, and faith leaders. The Commission discussed legal and programmatic options to assist property owners and heirs in avoiding loss of homes due to tax delinquency. In support of human and social services, the Board requested a future presentation and discussion on the Grant-in-Aid program to provide policy direction prior to the next funding cycle.

Additional discussion addressed refining the rental property occupancy ordinance with an emphasis on landlord identification and accountability; evaluating long-term needs for City facilities; advancing housing development opportunities, including targeted redevelopment areas and potential subdivision development; and addressing staffing needs, such as onboarding an Assistant Planning Director and evaluating options for technology security support.

Quality of Life priorities included public transportation access and driver recruitment, monitoring childcare-related activity at the state legislative level and evaluating the potential for targeted outreach, sidewalks as a standalone focus area, and evaluation of the Tree Voucher Program.

Continuous Improvement initiatives discussed included expanded mental health awareness efforts, stormwater project planning tied to potential federal funding opportunities, and continued progress on the Greenway Trail Southside Extension.

The meeting reaffirmed alignment around Commission priorities and identified several follow-up items for staff to return to the Board for further discussion and action.

January 16, 2026

ADJOURN

Commissioner Wilson offered a 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: 3:02 p.m.

ADOPTED: February 10, 2026

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

January 27, 2026

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, January 27, 2026, 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, Wilson, and Mayor Bray (4). Commissioner Thomas was unable to attend the meeting.

INVOCATION

Commissioner Smith led the Invocation.

PLEDGE OF ALLEGIANCE

The Mayor led the pledge.

PRESENTATIONS:

Communications Manager Pam Spencer provided the following summaries:

“FY2025 Annual Comprehensive Financial Report Presentation

David Hampton of Kemper CPA Group, LLP presented an overview of the City’s Annual Comprehensive Financial Report which includes the required City audit. While the audit is mandated by state law, the Report itself is prepared voluntarily to provide additional information and transparency to the public. The report covers the fiscal year ending June 30, 2025, and confirms that there were no deficiencies related to the financial statements. Additional information about the City’s finances is available through the [Open Finance Portal](#) and in the following documents:

- [Annual Comprehensive Financial Report](#)
- [Popular Annual Financial Report \(PAFR\)](#)

For 34 consecutive years, Paducah has received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) of the United States and Canada.

Paducah Main Street Update Presentation

Paducah Main Street President and Board Chair David Wilkins, Executive Director Blaine McDonald, and Assistant Director Carly Dick presented a six-month progress update on Paducah Main Street’s activities following last year’s transition from a division of the Paducah Planning Department to a separate entity with an office on Broadway.

Over the past six months, the organization has focused on downtown development, marketing and social media, and the growth of downtown events. During this period, 26 development projects have been completed or are currently in progress.

For 2025–2026, Paducah Main Street set goals of attracting 10 new businesses, creating 10 new apartments or condominiums, hosting 25 events, generating 2,500 volunteer hours, and raising \$50,000 in funds. To date, the organization has met or exceeded several of these goals, with 10 new businesses, five new apartments or condominiums, 22 events, more than \$50,000 raised, and

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1,400 volunteer hours recorded.

In 2026, Paducah Main Street is focusing on business recruitment, Fridays After Five music festivals from June 5 through August 7, state and national accreditation, board and staff training, ongoing committee meetings, weekly promotions and communications, and planning for fall and winter activities.

Paducah's downtown includes 189 buildings within the Main Street area, housing 127 operating businesses, plus 22 restaurants or bars. The district is also home to 13 museums, galleries, and theatres. Currently, 21 vacant buildings are not for sale, while three vacant buildings are listed for sale, resulting in an overall building occupancy rate of 87 percent."

NEW EMPLOYEE INTRODUCTIONS

Fire Chief Steve Kyle introduced Deputy Building Inspector Scott Herrin and Code Enforcement Officer Chris Lykins.

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 item on the Consent Agenda.

CONSENT AGENDA FOR JANUARY 27, 2026

I(A)	Approve Minutes for the January 13, 2026, Board of Commissioners Meeting
I(B)	Receive and File Documents: <i>Deed File:</i> 1. Deed of Conveyance – Commonwealth of Kentucky to City of Paducah, (Parks Building 1400 H.C. Mathis Drive) (2001) For use as a senior center/day care <i>Contract File:</i> 1. Memorandum of Understanding – Community Scholarship Program – MO #3169 2. Change Order #1 – Jim Smith Contracting – BUILD Project \$273,093.03 – MO #3172 <i>Bids and Proposals File:</i> 1. City Hall HVAC System Cleaning and Ductwork – MO #3175 a. Hughes Environmental* (awarded bid) b. Stanley Steemer
I(C)	Appointment of LaToya Burton Richardson to the Paducah Human Rights Commission, to replace Robert Hernandez, who resigned. The said term shall expire July 25, 2026
I(D)	Reappointment of Mark Workman to the Electric Plant Board. The said term shall expire February 6, 2030.

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I(E)	Reappointment of Marcus Turnley to the Board of Ethics. The said term shall expire February 10, 2029.
I(F)	Personnel Actions
I(G)	A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE MCCracken COUNTY PVA IN THE AMOUNT OF \$58,265.50 FOR THE GIS CONSORTIUM'S PORTION OF THE AERIAL IMAGERY OF McCRACKEN COUNTY (MO #3178; BK 14)
I(H)	A MUNICIPAL ORDER AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO RELEASE A REQUEST FOR BIDS FOR THE CITY HALL ADMINISTRATION RENOVATION (MO #3179; BK 14)
I(I)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A KENTUCKY FIRE COMMISSION PERSONAL PROTECTIVE EQUIPMENT GRANT IN THE AMOUNT OF \$7,000, ACCEPTING ANY GRANT FUNDS AWARDED BY THE KENTUCKY FIRE COMMISSION, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #3180; BK 14)
I(J)	A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 3110 NEW HOLT ROAD, PADUCAH, KENTUCKY, TO BE SURPLUS PROPERTY, AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT FOR THE SALE OF SAID PROPERTY IN CONSIDERATION OF \$1.00, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, DEED, AND ALL DOCUMENTS RELATED TO SAME (MO #3181; BK 14)
I(K)	A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO RENEW THE EMPLOYMENT AGREEMENT WITH CITY MANAGER DARON JORDAN (MO #3182; BK 14)
I(L)	A MUNICIPAL ORDER AMENDING THE FY2026 POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY (MO #3183; BK 14)
I(M)	A MUNICIPAL ORDER AMENDING THE FY2026 JOB GRADE SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY (MO #3184; BK 14)
I(N)	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION AND ACCEPTANCE OF A U.S. ENVIRONMENTAL PROTECTION AGENCY COMMUNITY-WIDE BROWNFIELD ASSESSMENT GRANT IN THE AMOUNT OF \$500,000 TO CONTINUE WITH ASSESSMENTS AND REDEVELOPMENT PLANNING, WITH EMPHASIS ON CITY-OWNED PROPERTIES AND ACQUISITIONS OF NEW PROPERTIES (MO #3185; BK 14)
I(O)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO RELEASE A REQUEST FOR PROPOSALS FOR THE FY2026 CYBERSECURITY ASSESSMENT (MO #3186; BK 14)
I(P)	A MUNICIPAL ORDER DECLARING CERTAIN POLICE VEHICLES TO BE SURPLUS PROPERTY AND APPROVING THE TRANSFER OF SURPLUS POLICE VEHICLES TO PADUCAH INDEPENDENT SCHOOLS IN CONSIDERATION OF \$37,000 (MO #3187; BK 14)

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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, Wilson and Mayor Bray (4).

MUNICIPAL ORDERS

ADOPT THE FY2027-2031 CAPITAL IMPROVEMENT PLAN

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER ADOPTING THE FY2027-2031 CAPITAL IMPROVEMENT PLAN.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson and Mayor Bray (4). **(MO #3188; BK 14)**

APPROVE PADUCAH-McCRACKEN COUNTY RIVERPORT AUTHORITY EQUIPMENT LOAN PAYOFF IN AN AMOUNT OF \$145,312.24

Commissioner Wilson offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE PADUCAH-McCRACKEN COUNTY RIVERPORT AUTHORITY IN THE AMOUNT OF \$145,312.24.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson and Mayor Bray (4) **(MO #3189; BK 14)**

AUTHORIZE A MATCHING GRANT FOR THE DUKE AND DUCHESS FOUNDATION OF PADUCAH, KENTUCKY IN THE AMOUNT OF \$25,000

Commissioner Henderson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING A MATCHING GRANT FOR THE DUKE AND DUCHESS FOUNDATION OF PADUCAH, KENTUCKY, IN AN AMOUNT OF \$25,000.”

Mayor Bray recused himself and exited the dais. Adopted on call of the roll yeas, Commissioners Henderson, Smith, Mayor Pro Tem Wilson (3). **(MO #3190; BK 14)**

Mayor Bray returned to the dais.

ORDINANCE ADOPTION

AMEND CODE OF ORDINANCE CHAPTER 70 RELATED TO BROOKS STADIUM COMMISSION

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board

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of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 70, ARTICLE III OF THE CODE OF ORDINANCES RELATED TO THE BROOKS STADIUM COMMISSION.” This Ordinance is summarized as follows: This ordinance amends the composition of the Brooks Stadium Commission to allow the Board of Commissioners to appoint one or more ex officio non-voting members to the Brooks Stadium Commission to serve in an advisory role. Said member(s) shall serve at the pleasure of the Mayor and Board of Commissioners and shall not receive compensation. Further, the City Commission appoints Eddie Jones to replace Dr. Frank “Doc” Hideg, whose term has expired. Said appointment shall be for a term of January 27, 2026, to December 5, 2029. Further, the Mayor, with approval of the City Commission, hereby appoints Dr. Frank “Doc” Hideg as an ex officio non-voting member of the Brooks Stadium Commission to serve in an advisory role.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson and Mayor Bray
(4) **(ORD 2026-01-8865; BK 37)**

ORDINANCE INTRODUCTIONS

STREET NAME CHANGE FROM DOWNS DRIVE TO STEVE DOOLITTLE DRIVE

Commissioner Henderson offered motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE RENAMING ‘DOWNS DRIVE’ AS ‘STEVE DOOLITTLE DRIVE’.” This Ordinance is summarized as follows: This Ordinance authorizes renaming the public street currently known as Downs Drive to Steve Doolittle Drive. The Board of Commissioners finds that the renaming is appropriate, reasonable, and in the public interest, in recognition of the longstanding public service of Steven D. Doolittle. The Board further directs that all applicable city, county, state, utility, mapping, and emergency service records be updated to reflect the new street name. This action is taken at the formal request of the McCracken County Fiscal Court, owner of the sole address affected by the name change,

MELODY LANE STREET ACCEPTANCE PLAT APPROVAL AND SURETY AGREEMENT APPROVAL

Commissioner Wilson offered motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SURETY AGREEMENT WITH CHAPMAN PROPERTY DEVELOPMENT, LLC, ACCEPTING A SUBDIVISION SURETY BOND IN AN AMOUNT OF \$150,000, ACCEPTING THE STREET ACCEPTANCE PLAT FOR MELODY LANE, AND ACCEPTING THE DEDICATION OF PUBLIC RIGHT-OF-WAY AND PUBLIC IMPROVEMENTS.” This Ordinance is summarized as follows: This ordinance authorizes the Mayor to execute a Surety Agreement with Chapman Property Development, LLC, accepts a \$150,000 surety bond, and accepts the Street Acceptance Plat for Melody Lane. The ordinance further accepts the dedication of public right-of-way and public improvements, with City maintenance responsibilities to begin only after all required public improvements are completed, inspected, and formally accepted.

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DISCUSSION

BUILD Grant (Paducah Riverfront Infrastructure Project) Update

“City Engineer Greg Guebert providing an update on the Paducah Riverfront Infrastructure Improvement Project also known as the BUILD Grant project. Crews began mobilizing in November 2024 with completion expected late this summer. The project includes a riverboat excursion pier, transportation enhancements, and improvements to the river side of the floodwall between the Paducah-McCracken County Convention & Expo Center and Broadway.

Guebert shared images showing progress on the new riverboat pier. Over the past several months, crews have installed support pilings and are now placing the pier’s decking, which consists of large pre-cast concrete panels. Work also is underway in the park area between the transient dock and the floodwall. Features for this area include terrace seating, concrete pavers, green space, and a decorative compass rose through the Harrison Street floodwall opening.

The Board also discussed the two concrete foundations located along the riverfront. These structures are remnants of a former conveyor system to offload materials from barges. The board viewed several concept drawings including renderings showing the riverfront if the foundations were removed. Mayor Bray asked for a cost estimate to remove the structures.”

CITY MANAGER COMMENTS

- Southside Chili Supper has been postponed to February 5, 2026, at 5:30 p.m. For further information, contact the Paducah City Planning Department.
- Commended all Departments for their work during the recent weather event.

COMMISSIONERS’ COMMENTS

- **Commissioner Smith** – Made comments regarding all the fiber projects that are ongoing in the City.

EXECUTIVE SESSION

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

- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g)

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson, and Mayor Bray (4)

RECONVENE IN OPEN SESSION

January 27, 2026

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

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson, and Mayor Bray (4)

ADJOURN

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

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Wilson, and Mayor Bray (4).

TIME ADJOURNED: 7:01 p.m.

ADOPTED: February 10, 2026

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

February 10, 2026

RECEIVE AND FILE DOCUMENTS:

Minute File:

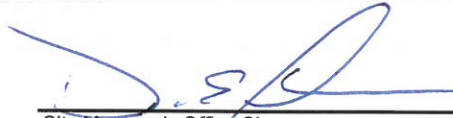
1. Declaration of Local State of Emergency dated January 23, 2026

Contract File:

1. Construction Change Directive – A&K Construction – Paducah Sports Park – no Commission action required
2. Change Order #1 – Sprinturf – Paducah Sports Park – MO #3008
3. Change Order #1 – A&K Construction – Paducah Sports Park – MO #3009
4. Change Order #1 – Musco Sports Lighting – Paducah Sports Park – MO #3010
5. Change Order #1 – Avanti Restaurant Solutions – Paducah Sports Park – MO #3134
6. Subrecipient Agreement between City of Paducah and PGJM, LLC – Paul Bruhn Historic Preservation Subgrant – MO #3174
7. Certification of PHA Plans Consistency with Consolidated Plan for Public Housing and Section 8 Programs – MO #3176
8. Employment Agreement with Daron Jordan, City Manager – MO #3182

CITY OF PADUCAH
February 10, 2026

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



City Manager's Office Signature

2/5/2026

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
February 10, 2026**

NEW HIRES - FULL-TIME (F/T)

<u>FIRE - PREVENTION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Smith, Nickolas Jason	Code Enforcement Officer I	\$24.04/hr	NCS	Non-Ex	February 19, 2026
<u>POLICE</u>					
Mendoza, Rafael Carlo	Police Officer	\$29.72/hr	NCS	Non-Ex	February 19, 2026

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

<u>E911</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Fauver, Coby G.	Telecommunicator \$22.03/hr	Telecommunicator \$22.69/hr	NCS	Non-Ex	February 5, 2026
Parks, Emily L.	Telecommunicator \$21.39/hr	Telecommunicator \$22.39/hr	NCS	Non-Ex	February 5, 2026
<u>POLICE</u>					
Hodges, William J.	Assistant Chief \$53.97/hr	Assistant Chief \$55.32/hr	NCS	Ex	February 19, 2026
Hopp, Matthew L.	Captain \$43.86/hr	Captain \$44.96/hr	NCS	Ex	February 19, 2026

TERMINATIONS - FULL-TIME (F/T)

<u>E911</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Jones, Emilee A.	Telecommunicator	Resignation	February 4, 2026

Agenda Action Form

Paducah City Commission

Meeting Date: February 10, 2026

Short Title: Authorize a Contract Between the City and the International Association of Fire Fighters in the Amount of \$45,000 for Fire Ground Survival Train the Trainer Course - **S. KYLE**

Category: Municipal Order

Staff Work
By: Chris Owen
Presentation
By: Steve Kyle

Background Information: On November 27, 2024, the Paducah Board of Commissioners approved Municipal Order #2988, authorizing an Assistance to Firefighters Grant Application in the amount of \$51,300 for Fire Ground Survival Training and an additional prop for training. The grant was awarded in September 2025, and the Commission accepted the award with MO #3144 on 10/2/25. The Paducah Fire Department will now be entering into a contract with the International Association of Firefighters for Fire Ground Survival Train-the-Trainer Course in the amount of \$45,000.

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: Other Contractual Services

Account Number: 1000 1801 523070

Staff Recommendation: Authorize the contract between the City and IAFF in the amount of \$45,000 and for the Mayor to sign all documentation related to same.

Attachments:

1. MO - contract-IAFF – Fire Ground Survival Train the Trainer Course
2. 6249.IAFF FGS Contract Paducah KY 2026_IAFF signed

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS IN THE AMOUNT OF \$45,000 FOR FIRE GROUND SURVIVAL TRAIN THE TRAINER COURSE

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with the International Association of Fire Fighters in the amount of \$45,000, for Fire Ground Survival Train the Trainer Course, and all other documents related to same.

SECTION 2. This expenditure shall be paid from 1000 1801 523070,

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 10, 2026
Recorded by Lindsay Parish City Clerk, February 10, 2026
MO\contract-IAFF – Fire Ground Survival Train the Trainer Course

This Agreement (“Agreement”) is made on January 13, 2026, by and between the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (the “IAFF”), a 501(c)(5) non-profit organization with a principal place of business at 1750 New York Avenue, NW Washington, D.C. 20006, and City of Paducah, organized and existing under the laws of Kentucky, with a business address of 300 S. 5th Street, Paducah, KY 42001.

WHEREAS, the IAFF has developed and teaches the IAFF Fire Ground Survival Program.

WHEREAS CITY OF PADUCAH desires to provide the IAFF Fire Ground Survival Train-the-Trainer Course to its members.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the parties agree as follows:

Article 1 The IAFF shall provide the IAFF Fire Ground Survival Train-the-Trainer Course. (“Course” or “IAFF FGS TtT Course”) to the CITY OF PADUCAH (“Host Site”) employees as provided in this Agreement. The tentative dates of the Course shall be set by the IAFF within 180 days of receipt of a fully executed contract. The Host Site will be consulted on all details before the dates are finalized.

The IAFF FGS TtT Course is part of the IAFF’s Fire Ground Survival Program (“IAFF FGS Program”). The purpose of the IAFF FGS Program is to ensure that training for MAYDAY prevention and MAYDAY operations is consistent between all fire fighters, company officers, and chief officers. Fire fighters must be trained to perform potentially life-saving actions if they become lost, disoriented, injured, low on air, or trapped. These training exercises must be consistent throughout the fire service. The IAFF FGS Program applies the lessons learned from Fire Fighter Fatality Investigations conducted by the National Institute for Occupational Safety and Health (NIOSH) and was developed by a committee of subject matter experts from the IAFF, the International Association of Fire Chiefs, and NIOSH. The IAFF is the only agency that provides the training program necessary to become a certified IAFF Fire Ground Survival Trainer and thus should be considered as “Sole Source.” The IAFF FGS Program is the most comprehensive survival skills and MAYDAY prevention program currently available within the fire service. Incorporating federal regulations, proven incident management best practices, survival techniques from leaders in the field, and real case studies from experienced fire fighters, the FGS Program aims to educate all fire fighters to be prepared if the unfortunate happens.

The IAFF FGS Train-the-Trainer Program is a four-day workshop and has three main purposes. The first purpose is to review the online materials to increase the candidates’ knowledge related to fire ground survival. The second purpose is to improve the candidates’ ability to deliver the prepared classroom lessons to fire fighters from their department. The final purpose is to improve the candidates’ ability to demonstrate and teach the practical survival skills that are part of the FGS Program curriculum.

The IAFF FGS TtT Course will focus on Preventing the MAYDAY, Being Ready for the MAYDAY, Self-Survival Procedures, Self-Survival Skills, and Managing a MAYDAY. Workshops will be taught by IAFF Fire Ground Survival Master Instructors. The workshop will begin at 8:00 am and end at 5:00 pm on most days, if all the learning objectives for that day are covered. One hour is provided for lunch. Workshops will be taught using small group learning methods to encourage student participation. Students will spend part of the time in a classroom setting and the rest of the time performing

practical self-survival skills while wearing full personal protective equipment (PPE), including SCBA.

The IAFF FGS TtT Course utilizes IAFF FGS Master Instructors and is designed to certify FGS Instructors from within IAFF-affiliated fire departments from the ranks of fire fighters, company officers, and chief officers. These IAFF-Certified FGS Instructors will have the ability to train their fire department's recruits and incumbents who have completed the FGS Online Awareness Course. IAFF-Certified FGS Instructors enhance these training sessions and increase retention by utilizing the FGS Classroom Instruction in addition to the FGS Online Awareness Course materials. IAFF-Certified FGS Instructors are also certified to deliver the FGS hands-on skills training. Additionally, IAFF-Certified FGS Instructors are certified to train selected members from their fire department as FGS Assistant Instructors (for an additional fee to the IAFF) to assist in delivering the FGS Operations Course.

In order to receive a certificate of completion for the IAFF FGS TtT Course, all participants must: complete the Fire Ground Survival Online Awareness Course; be a fire fighter or be employed by a fire department and involved in a fire service training program; have at least one year of teaching experience; have a demonstrated ability to teach from prepared materials; and be certified to the NFPA Instructor I level or equivalent.

Members successfully completing the IAFF FGS TtT Course will receive an IAFF-Certified Instructor Certificate.

Article 2

CITY OF PADUCAH will be a host site for up to 30 participants, and the host site shall pay a fixed fee of \$45,000 ("Fee") in U.S. funds. As part of this Fee, the IAFF will provide all required training manuals and resource materials. Each student for the IAFF-Certified FGS Instructor Program will be required to have these teaching aids. As part of this Fee, the IAFF-Certified FGS Instructor will be certified by the IAFF.

Payment in full of the Fee is due 30 days after the last day of the Course. Payment is required in full before participants will be provided their FGS TtT Course Certificates. If the Host Site does not have 30 participants, it may also consider contacting neighboring IAFF affiliates and departments to seek additional participants. In these cases, the Host Site may collect a registration fee (set by the Host Site) from each added participant to offset the training cost. Unless Article 4 below applies, if, within seven (7) calendar days or less from the date(s) scheduled for the Course, it must be rescheduled pursuant to a request by CITY OF PADUCAH, the IAFF shall add a \$500 administrative charge to the above fee.

The hosting fee covers the costs for seven IAFF FGS Master Instructors (including travel-related expenses such as airfare, hotel accommodations, and ground transportation), FGS manuals and teaching aids (including instructor guides, power point presentations, and practical skills evaluation sheets) and shipping, and FGS TtT course certificates. All materials will be sent immediately after the Agreement, signed by the Host Site, is received.

Payment shall be made by check, money order, electronic fund transfer or credit card (VISA, MasterCard, American Express, or Discover only). Checks or money orders, in U.S. funds (or CAD equivalent) shall be made payable to the International Association of Fire Fighters.

The course fee is non-refundable.

Article 3

The Host Site shall provide a facility (“Course Site”) to the IAFF to teach the Course at no charge to the IAFF. The Course Site used to conduct IAFF FGS skills training shall meet the following requirements:

Training Classroom:

- Enough tables and chairs to seat 30 participants, plus seven instructors
- The classroom must be free of distractions and at a comfortable temperature for the students.
- LCD projector and projection screen, computer with external speakers, and a reliable internet connection.
- Two (2) easels and easel pads or dry-erase boards with markers.
- Copy machine.
- Printer.
- Electrical extension cords.

Training Structure Facility (e.g., Training Building, Training Tower):

- Three or more floors with windows on each floor where ladders can be positioned.
- Three or more rooms no less than 10 feet x 10 feet. Rooms shall have movable furnishings that can be moved from room to room. Rooms shall be able to be darkened.
- Anchoring points must be available on each floor for securing belay systems.
- Two or more entrances/exits to structure.
- Electrical sources must be available.

Training Grounds:

- Flat surface around training structure for ground ladder placement.
- Large area where multiple skills can occur without interfering with each other. An area of 100 feet x 100 feet or more is recommended. Three smaller areas of less than 100 feet x 100 feet are allowable.
- At least one working fire hydrant and ability to use water at no cost to the IAFF.
- The host site is required to assemble the provided training props (at their own expense) prior to the start of the course using plans provided by the IAFF.

In addition, the Host Site shall provide the following equipment, at no charge to the IAFF, to teach the course:

Training Equipment:

- 600 feet of initial attack hoseline
- Self-Contained Breathing Apparatus (SCBA) and mask facepiece for each student
- One extra SCBA cylinder for each student
- SCBA cylinder refill capabilities

- NOTE: Students from outside the Host Site's organization must furnish their department issued SCBA, mask facepiece, and spare SCBA cylinder(s)
- Radios (minimum of 10) with at least two channels/frequencies that can be dedicated for training exercises. One frequency/channel will be used by students in performing radio communications skills required during simulated MAYDAYs. The second frequency/channel will be used by instructors to communicate with medical personnel if a fire fighter is injured.
- Two 24-foot extension ladders
- Short or cutdown ladder (72-75 inches)
- Four (4) Flashlights
- (12) Hand tools, including four (4) axes and four (4) Halligan bars
- Portable speaker to play "Fire Ground Sounds" music file
- Extension cord
- Pre-Incident Plan and photographs (all four sides and roof view, if possible) of a structure specific to the Host Site's response area

Personal Protective Clothing and Equipment:

- Structural firefighting ensemble meeting the requirements contained in NFPA 1500, Standard on Fire Department Occupational Safety, Health and Wellness Program, including: helmet, coat, trousers, boots, hood and gloves.
- Personal equipment normally carried by jurisdiction's fire fighters (i.e., flashlight, wire cutters, axe, etc.)

Medical and Logistical Facilities and Equipment:

- Area out of direct sunlight that can be used for rehabilitation, with cooling and warming capabilities.
- Medical kit (At a minimum, kit must contain essentials needed to provide basic life support care including airways, dressings, and a variety of first aid equipment.)
- Radios available to instructors (can be included in the ten required for training) with two dedicated frequencies/channels. One frequency/channel will be used by students in performing radio communications skills required during simulated MAYDAYs. The second frequency/channel will be used by instructors to communicate with medical personnel if a fire fighter is injured.
- Water
- Restrooms

Article 4 Once a course date has been confirmed, the course cannot be postponed due to a lack of registrants. The workshop may only be postponed or canceled due to the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to perform under this Agreement. If a course is postponed under this Article, the Host Site can reschedule it to a future date. The IAFF will not be responsible for refunding any expenses incurred by the Host Site or any other individual or entity should a postponement or cancellation occur under this Article.

Article 5 To protect the integrity of the IAFF FGS Program and the interests of the members of the IAFF, and to ensure that the IAFF FGS Program is delivered properly and only as

intended, a formal licensing policy has been implemented that specifies the way in which this IAFF FGS Program can legally be used.

Authorization to use the IAFF FGS Program under a Full License will only be granted to fire departments to train members of their department. Limiting the granting of licenses to only those entities that administer the FGS Program will enable the IAFF to ensure that the IAFF FGS Program is only being delivered in strict compliance with the licensing agreement.

A fire department must have at least two (2) members who have completed the IAFF FGS TtT Course to hold a Full License and be able to deliver the IAFF FGS Operations Course to members of their department.

The licensing policy ensures that the IAFF FGS Program used by the Licensee fully covers every aspect of the IAFF FGS Program, including all required safety measures. Any use of the IAFF FGS Program without a license or any misuse of the IAFF FGS Program is a violation of the IAFF copyright on this IAFF FGS Program.

Terms and Conditions of a Full IAFF FGS License

If an entity is granted a full license under this Agreement, the IAFF FGS Full License is granted only upon the express conditions that the Full Licensee must use the IAFF FGS Program in whole and only for the purpose of survival training. This includes, but is not necessarily limited to, preventing the MAYDAY, being ready for the MAYDAY, self-survival procedures, self-survival skills, managing a MAYDAY, and proper program administration including using specified equipment, props, safety measures and IAFF-Certified FGS Instructors. The IAFF FGS Full Licensee shall be permitted to use FGS Assistant Instructors in conjunction with their fire department training and consistent with the IAFF training requirements. Any attempt by the Full Licensee to use only a portion of the IAFF FGS Program or to use the IAFF FGS Program without the proper safety measures and certified IAFF FGS Instructors is inconsistent with the scope of this license and is therefore prohibited. The Full Licensee is only authorized to make use of the IAFF FGS Program in accordance with the terms and conditions of the IAFF FGS manual. Full Licenses will only be issued to fire departments for the purposes of training members of their own fire department.

As a condition of receiving a Full License, an applicant must agree that it will conduct the IAFF Fire Ground Survival Program in accordance with the IAFF's licensing requirements. The full licensee shall:

- Utilize only IAFF-Certified FGS Instructors - FGS Assistant Instructors are also permitted to be utilized by Full Licensees.
- Build/purchase the required IAFF FGS equipment and props and verify that such equipment and props conform to all specifications in the IAFF FGS manual.
- Ensure that it can administer the IAFF FGS Program in conformity with the specifications set forth within the FGS Program.
- Ensure that each trainee has completed the IAFF FGS online Awareness Course.

The IAFF will provide to the Full Licensee a custom certificate template for the fire department. The certificate template will be utilized by the fire department to present to those members who successfully complete the FGS Operations Course.

All licenses are non-transferable, non-exclusive, and terminable at will for any reason and at any time. The IAFF specifically reserves the right to terminate the license by written notice for any reason, effective immediately upon receipt of such notice by the other party, and any fees already paid by the licensee at the time of termination are nonrefundable. The IAFF owns the copyright and other related rights to the work entitled "Fire Ground Survival Program."

Article 6 Each party will indemnify, defend, and hold the other harmless from any loss, liability, costs, or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence, or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. No party will be liable for punitive damages.

If the IAFF is found liable by an arbitrator or court of competent jurisdiction to Host Site (or to any others for whom Services are provided) for an action under this Agreement, or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, the IAFF's liability to the Host Site will be several, and not joint and several with such others, and will be limited to the IAFF's fair share of that total loss or damage, based on the IAFF's contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time will affect any assessment of the IAFF's proportionate liability hereunder, nor will settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

Article 7 The Course, and any written, printed, graphic, or electronically or magnetically recorded information developed in accordance with this Agreement, shall be the sole and exclusive property of the IAFF. In addition, any written, printed, graphic, or electronically or magnetically recorded information furnished by the IAFF for use in carrying out the provisions of this Agreement is the sole property of the IAFF. The IAFF owns the proprietary rights to this Program. This proprietary and confidential information includes, but is not limited to, Course Materials, client lists, marketing information, and information concerning the IAFF's employees, donors, benefactors, products, services, prices, operations, and subsidiaries not otherwise available in the normal course of events. The Host Site will keep this information in the strictest confidence and will not disclose it by any means to any person except with the IAFF's written approval, and only to the extent necessary to perform under this Agreement. This prohibition also applies to Host Site employees and agents.

Article 8 The IAFF has copyrighted the IAFF Fire Ground Survival (FGS) Program to prevent unauthorized use of this Program. The IAFF owns the exclusive right to reproduce copies of the IAFF FGS Program; to prepare derivative works from the IAFF FGS Program; to distribute the IAFF FGS Program to the public; and to publicly display this work. The copyright on the IAFF FGS Program is registered with the United States Copyright Office. Because of this registration, the IAFF may invoke certain remedies in a lawsuit for copyright infringement. These remedies include actual damages, injunction, any

profits realized by the infringer, and statutory damages, including attorneys' fees and litigation costs. The IAFF's copyright on the IAFF FGS Program is also afforded complete protection in Canada pursuant to the Universal Copyright Convention. The IAFF reserves all rights under Canadian and international law for copyright infringement and for any illegal use, distribution, copying and creation of derivative works that are not allowed by this license. The IAFF may invoke certain remedies in a lawsuit for copyright infringement. These remedies include actual damages, injunction, any profits realized by the infringer, and punitive damages.

Any use of the IAFF FGS Program is only allowed within the terms and conditions in the licensing agreement described above, which must be strictly adhered to by all licensees. This agreement states that the licensee may only use the IAFF FGS Program in its entirety.

This copyright protection extends to any derivative fire ground survival program that is "substantially similar" to the IAFF FGS Program. Further, the IAFF does NOT grant a license for the creation of derivative works or works that are based on whole or in part on the IAFF FGS Program. This includes works that are written as well as oral. Specific, written permission is necessary from the IAFF to create derivative works.

While the IAFF may permit the reproduction and reprinting of the IAFF FGS Program upon request, this does not authorize the licensee to reprint or reproduce, in whole or in part, the IAFF FGS Program. Specific, written permission is necessary from the IAFF to reprint or reproduce the FGS Program. The IAFF reserves all rights and remedies for copyright infringement for any illegal use, distribution, copying or creation of derivative works that are not covered by this license.

The IAFF is entitled to, and will, institute legal action against any infringement of its exclusive rights or its licensing agreement. The remedies for copyright infringement include obtaining an injunction to prevent further infringement and to ensure the destruction of unauthorized copies. They also include the recovery of any damages suffered by the IAFF, recovery of the profits of the infringer, and the recovery of attorneys' fees and costs of the litigation.

Article 9 Any notices required to be given under this Agreement by any party to another must be affected in writing by personal delivery, or by mail, registered or certified postage prepaid with return receipt requested (or delivery by private carrier, *e.g.*, UPS, FedEx, with signature required). Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

Article 10 If any provision of this Agreement is: (i) held by an arbitrator or a court of competent jurisdiction to be invalid, void, or unenforceable, or (ii) invalidated by state law enacted after the parties entered into this Agreement, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

- Article 11 No failure or delay by the IAFF in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- Article 12 The Host Site is an independent entity, and neither the Host Site, nor its agents or employees, shall be considered employees or agents of the IAFF. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture or grant of a franchise between the IAFF and the Host Site. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of or on the behalf of the other, except to the extent and for the purposes provided herein.
- Article 13 This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any suit or legal proceeding arising under this Agreement shall be filed exclusively in the state courts located in McCracken County, Kentucky. Each party consents to the jurisdiction of such courts. The parties agree that each has drafted and reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any revision or exhibit thereto.
- Article 14 This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof. This Agreement supersedes all prior agreements, either oral or written, between the parties and contains all the representations, covenants, and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, which is not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the parties.
- Article 15 The Articles and other headings contained in this Agreement are meant to organize the document and shall not affect in any way the meaning or interpretation of the terms of this Agreement.
- Article 16 Each person signing below on behalf of any entity hereby represents, warrants and covenants that he/she does so with full and complete authority to so bind the party on whose behalf he/she is signing to each, and every obligation set forth in this Agreement. This Agreement is:

Executed at _____(City), _____(State), on _____(Date).

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

By:  _____ (Signature)

Edward A. Kelly _____ (Printed name)

General President _____ (Title)

_____ (Host Department)

By: _____ (Signature)

_____ (Printed Name)

_____ (Title)

ATTACHMENT A

All Applicable Federal Laws

Contractor and any subcontractors must comply with all applicable federal laws, regulations, executive orders, and FEMA policies, procedures, and directives. This list is not considered to be all inclusive, and it is the contractor's responsibility to know and abide by the federal requirements.

Equal Employment Opportunity

The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to ensure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

Age Discrimination Act of 1975

Contractor must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Americans with Disabilities Act of 1990

Contractor must comply with the requirements of Titles I, II, and III of the American with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended 42 U.S.C. 12101-12213) which prohibits recipients of federal funding from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Civil Rights Act of 1964 – Title VI

Contractor must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. 2000d et seq.) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Civil Rights Act of 1968

Contractor must comply with the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability

discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Clean Air Act and Federal Water Pollution Control Act

When the contract exceeds \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Contract Work Hours and Safety Standard Act

The contractor shall comply with all requirements of the Contract Work Hours and Safety Standards Act including paying employed laborers one and a half times the basic pay rate for every overtime hour worked. Overtime constitutes every hour worked over 40 hours per work week. Contractor is not allowed to have unhygienic, high-risk, or unsafe working conditions on federal and federally funded and assisted construction projects. Contractor is mandated by law to notify their staff of any dangers and risks in the workplace. Contractor must describe the risks, the indicators of such risks and the steps to be taken to protect oneself.

Copeland “Anti-Kickback” Act

When a construction contract exceeds \$2,000, the Contractor shall comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

Debarment and Suspension

Contractor is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Davis-Bacon Act

When a construction contract exceeds \$2,000, Contractor must comply with the Davis-Bacon Act:

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than

quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

Drug-Free Workplace Regulations

Contractor must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152- 5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Duplication of Benefits

Any cost allocable to a particular federal assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Energy Policy and Conservation Act

Contractor must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

False Claims Act and Program Fraud Civil Remedies

Contractor must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Federal Debt Status

Contractor is required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A- 129.)

Federal Government is not Party to the Contract

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to the Contractor in connection with the performance of the Project. Notwithstanding any concurrence provided by the Federal Government in or approval of the Contract, the Federal Government continues to have no obligations or liabilities to the Contractor. The Contractor further agrees to include this clause in each subcontract financed in whole or in part with Federal assistance.

Federal Leadership on Reducing Text Messaging while Driving

Contractor is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Contractor must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Lobbying Prohibitions (Byrd Anti Lobbying Amendment)

Contractor must comply with 31 U.S.C. 1352 which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

National Environmental Policy Act

Contractor must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Patents and Intellectual Property Rights

Contractor is subject to the Bayh-Dole Act, 35 U.S.C. 200 et seq, unless otherwise provided by law. Contractor is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Contractor must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Terrorist Financing

Contractor must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Contractor must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Use of DHS Seal, Logo and Flags

Contractor must obtain permission from DHS prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

USA PATRIOT Act of 2001

Contractor must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act

Contractor must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Non-Binding Mediation

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

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

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

Breach-Default

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

Owner's Right to Terminate Contract and Complete the Work

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

Indemnification

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

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

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

Agenda Action Form

Paducah City Commission

Meeting Date: February 10, 2026

Short Title: Authorize Contract Modification No. 2 with Avanti Restaurant Solutions for the Paducah Sports Park - **A. CLARK & J. CANTER**

Category: Municipal Order

Staff Work By: Amie Clark
Presentation By: Amie Clark, Jeff
Canter

Background Information: On February 4, 2026, the Sports Tourism Commission approved Contract Modification No. 2 in the amount of \$8,775.00 for Avanti Restaurant Solutions, and recommends approval for the walk-in refrigeration system at the Paducah Sports Park Project.

Updated contract amount of \$666,578.56.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve

Attachments:

1. MO - contract modification 2 – Avanti Solutions – Sports Park
2. Avanti CO 002 - Final

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 2
TO THE CONTRACT WITH AVANTI SOLUTIONS FOR THE PADUCAH
SPORTS PARK PROJECT TO PURCHASE A WALK-IN REFRIGERATION
SYSTEM IN THE AMOUNT OF \$8,775.

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 February 4, 2026, the Sports Tourism Commission approved
Contract Modification No. 2 in the amount of \$8,775 for Avanti Restaurant Solutions, and
requested approval for the walk-in refrigeration system at the Paducah Sports Park Project.

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 Avanti in the amount of \$8,775 for a walk-in refrigeration system
at the Paducah Sports Park. The new contract price shall be \$666,578.56.

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, February 10, 2026
Recorded by Lindsay Parish, City Clerk, February 10, 2026
mo\contract modification 2 –Avanti Solutions – Sports Park

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> 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: 002D Date: October 23, 2025
OWNER: <i>(Name and address)</i> McCracken County Fiscal Court 300 Clarence Gaines Street Paducah, KY 42003	ARCHITECT: <i>(Name and address)</i> Peck Flannery Gream Warren Inc. 101 South Fourth Street PO Box 510 Paducah, KY 42002-0510	CONTRACTOR: <i>(Name and address)</i> 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. 2.01:	REFRIGERATION	
	Cost to update refrigerant on walk in box	\$3,250.00
	Installation of refrigeration system	\$5,525.00
	TOTAL FOR CO NO. 002D	\$8,775.00

The original Contract Sum was	\$	663,892.00
The net change by previously authorized Change Orders	\$	-6,088.44
The Contract Sum prior to this Change Order was	\$	657,803.56
The Contract Sum will be increased by this Change Order in the amount of	\$	8,775.00
The new Contract Sum including this Change Order will be	\$	666,578.56

The Contract Time will be unchanged by zero (0) 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.

<u>Peck Flannery Gream Warren Inc.</u> ARCHITECT <i>(Firm name)</i>	<u>Avanti Restaurant Solutions</u> CONTRACTOR <i>(Firm name)</i>	<u>McCracken County Fiscal Court</u> OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
<u>Jeff Canter, Vice President</u> PRINTED NAME AND TITLE	<u>Adam Bruss, VP of Construction</u> PRINTED NAME AND TITLE	<u>Craig Z. Clymer, Judge Executive</u> PRINTED NAME AND TITLE
DATE	DATE	DATE



Quote

09/29/2025

Project:

Paducah Sports Complex COR 2
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
CHANGE ORDER 2				
3- 61/4- 61 ADD	1 ea	REFRIGERATION Imperial Brown Model No. A2L REFRIGERANT Cost to update the refrigerant on both walk in box's to the new A2L refrigerant for 2026	\$3,250.00	\$3,250.00
ITEM TOTAL:				\$3,250.00
509	1 ea	INSTALLATION OF REFRIGERATION SYSTEM Avanti Restaurant Solutions Model No. INSTALL-REFRIGERATION Additional cost for A2L Refrigeration	\$5,525.00	\$5,525.00
ITEM TOTAL:				\$5,525.00
Total				\$8,775.00

TERMS AND CONDITIONS PER PRIME CONTRACT

Agenda Action Form

Paducah City Commission

Meeting Date: February 10, 2026

Short Title: Authorize an Amendment to the City's Contract with Kistner Eddy Executive Services (KEES) for the Hotel Metropolitan Executive Director Search - **H. REASONS**

Category: Municipal Order

Staff Work
By: Hope
Reasons
Presentation
By: Hope
Reasons

Background Information: On June 10, 2025, the Paducah Board of Commissioners approved Municipal Order No. 3054, authorizing a contract between the City of Paducah and KEES Executive Search Firm to recruit an Executive Director for the Hotel Metropolitan. The initial recruitment process has been completed, and three candidates were presented to the hiring committee established under the Co-Stewardship Agreement between the City of Paducah and the Uppertown Heritage Foundation (UHF). The hiring committee consists of Mayor George Bray, Ms. Betty Dobson, Founder of UHF, and Ms. Rosa Parks, Founder and current President of the UHF Board. Following interviews with the finalists, the UHF Board determined that a revised compensation range was necessary to strengthen the candidate pool and approved an increase in the position's salary from \$80,000 to a range of \$95,000–\$120,000 on January 21, 2026. The proposed contract addendum provides for the additional fees required for KEES to conduct a second recruitment process.

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: MR0102

Staff Recommendation: Authorize the contract addendum with KEES and for the Mayor to sign all documentation related to same.

Attachments:

1. MO contract - KEES Executive Search Firm – Hotel Metropolitan Director – Amendment 1
2. 20260205_KEES-Contract-Addendum_City-of-Paducah-HM-ED

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE CITY'S AGREEMENT WITH KISTNER EDDY EXECUTIVE SERVICES, INC. (KEES) FOR EXECUTIVE SEARCH SERVICES RELATED TO THE HOTEL METROPOLITAN EXECUTIVE DIRECTOR POSITION

WHEREAS, on June 10, 2025, the Board of Commissioners approved Municipal Order No. 3054, authorizing the City of Paducah to enter into an agreement with Kistner Eddy Executive Services, Inc. (KEES) for executive search services related to the Hotel Metropolitan Executive Director position; and

WHEREAS, the initial recruitment process has been completed, and finalists were presented to the hiring committee established under the Co-Stewardship Agreement between the City of Paducah and the Uppertown Heritage Foundation; and

WHEREAS, following interviews with the finalists, the Uppertown Heritage Foundation Board determined that a revised compensation range was necessary to strengthen the candidate pool and approved an increase in the position's salary from \$80,000 to a range of \$95,000–\$120,000 on January 21, 2026; and

WHEREAS, the City now wishes to amend the agreement with KEES to authorize additional work and fees required to conduct a second recruitment process.

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

SECTION 1. That the City of Paducah hereby authorizes an addendum to the Agreement with Kistner Eddy Executive Services, Inc. (KEES) for executive search services related to the Hotel Metropolitan Executive Director position, in substantially the form attached hereto and made part hereof (Exhibit A).

SECTION 2. The Mayor, or his designee, is hereby authorized to execute said addendum, together with such other agreements, instruments, or certifications which may be necessary to accomplish the transaction contemplated by the addendum, with such changes in the amendment not inconsistent with this Municipal Order and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City. The approval of such changes by said official and that are not substantially adverse to the City shall be conclusively evidenced by the execution of the addendum.

SECTION 3. This expenditure shall be charged to Project Account MR0102.

SECTION 4. 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, _____

Recorded by Lindsay Parish, City Clerk, _____

\mo\contract - KEES Executive Search Firm – Hotel Metropolitan Director – Amendment 1

EXHIBIT A



City of Paducah
Contract Addendum for Executive Search Services
Executive Director of the Hotel Metropolitan
February 5, 2026

Purpose: This addendum shall cover additional work beyond original scope of work for the Executive Search project (contract signed June 11, 2025) to recast the role with a higher salary for the position in 2026. The role will go back to market and portions of Phase 1 and all of Phase 2 will be redone to seek an expanded candidate pool.

Additional work and deliverables includes:

- Create and manage communications with existing candidates
- Revise and update the Opportunity Guide
- Repost, monitor and manage new advertising
- Update and reimplement social media, announcements, promotions and postings
- Redesign, update and implement new email marketing
- Process and evaluate all new applicants beyond the initial 18

Date(s) of Service:

This addendum will be in effect from the date of signature through the hiring of an Executive Director.

Proposed Timeline, Fees and Expenses:

KEES will relaunch all of the above activities in February 2026 and anticipates a new pool of candidates in March / April 2026. The extra fee to perform the revised and expanded work is \$14,000. This \$14,000 will not be applied toward the final payment, per the original contract. The final payment will be calculated per the contract in effect. Additional expenses are not expected to exceed \$2,000 for advertising and graphic design.

Upon execution, this Addendum becomes a part of the Executive Director contract signed June 11, 2025, and both parties agree to the above-mentioned changes / additions. All other terms not mentioned will remain the same.

Heather Eddy Date
President and CEO, KEES

George P Bray Date
Mayor, City of Paducah

Agenda Action Form

Paducah City Commission

Meeting Date: February 10, 2026

Short Title: Authorize the City Manager to Release a Request for Proposals for the City Hall Stabilization Project - **C. YARBER**

Category: Municipal Order

Staff Work
By:
Presentation
By:

Background Information: In February 2025, a piece of concrete fell from the overhead canopy onto the podium below at City Hall. The podium was immediately closed to use except for the front and rear entrance areas. On March 7, 2025, BFW/Marcum was called on site to perform a structural assessment to provide recommendations for remediation of the issue. BFW/Marcum has worked on previous projects, most recently in 2017-2018, that addressed the canopy's sagging corners and concrete issues due to water infiltration and weathering. As stated in the assessment dated June 19, 2025, the goal was to determine whether the issue could recur and whether they are preventable going forward. After their assessment, BFW/Marcum determined this issue could recur and will require significant structural repair to the canopy.

The exterior drainage system for City Hall involves a series of drains running under the podium. This system has deteriorated due to age to the point that repair is necessary to prevent flooding of City Hall's basement. During work on the canopy's support columns, the drainage system will be accessible. Therefore, it is most feasible to perform repairs to the drainage system during the repair to the canopy.

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: City Hall Canopy
City Hall Drainage

Account Number: PF0095
PF0094

Staff Recommendation: Authorize the City Manager to release an RFP for Design, Engineering, and Construction Administration and Inspection to repair the City Hall Canopy and Drainage System.

Attachments:

1. MO - RFP – City Hall Stabilization Project
2. BFW Structural Assessment - Paducah City Hall (6.19.25)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO INITIATE A REQUEST FOR PROPOSALS FOR THE CITY HALL STABILIZATION PROJECT FOR DESIGN, ENGINEERING, AND CONSTRUCTION ADMINISTRATION AND INSPECTION

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

SECTION 1. That the City Manager is hereby authorized and directed to develop, advertise and initiate a Request for Proposals for the design, engineering, and construction administration and inspection to repair the City Hall canopy and drainage system.

SECTION 2. This Order will 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, February 10, 2026
Recorded by Lindsay Parish, City Clerk, February 10, 2026
MO\RFP – City Hall Stabilization Project



June 19, 2025

Reference: Paducah City Hall – Canopy Assessment

Cc: Mr. Chris Ferrell
City of Paducah, Kentucky
300 South 5th Street
Paducah, Kentucky 42003

I am writing to provide a structural assessment and recommendations for the canopy issues at Paducah City Hall which were brought to Bacon, Farmer, Workman Engineering (BFW) and Marcum Engineering's (ME) attention.

1. Background:

BFW / ME was called out on site to Paducah City Hall due to a piece of concrete from the overhead canopy spalling and falling onto the podium below. Since March 19th, BFW has conducted a series of investigative efforts on the concrete canopy to try to better understand the situation. **The primary goal of the investigative efforts and this report is to determine if the issue observed with the spall could be a reoccurring issue or not, and if / how is this issue preventable moving forward.**

While reviewing the spall, the significant observation made is that the aggregate appeared to be sheared through completely in the spall. This developed the opinion that this spall is a result of an overstress in the canopy in that specific area.

With this observation, BFW is of the opinion that this condition is a new and different condition than what previous projects were developed for. The intent of the structural project a few years ago was specifically to stabilize the sagging corners and to repair, in kind manner, the underside of the canopy that had concrete issues due to water infiltration and weathering.

Please reference the previous report dated March 19th, 2025 for more information regarding previous work and background. This report is attached in Appendix A for convenience of reference.

Ted Billington (1978) had also wrote a report approximately 14 years after the building opened that outlined deficiencies acquainted to some of the design flaws that are being recognized now as well, see appendix D for this report. From the conclusion, "Our analysis... did indicate... overstressing of the beam reinforcement as a result of incorrect detailing." This quote and the report is included within the appendix to outline that this observation was made around 47 years ago and that this observation is still true today.

2. Investigative efforts:

2.1 GPRS scanning of reinforcement: BFW advised to scan for the reinforcement in a series of areas along the canopy. This was conducted on April 22nd. The goal of this scanning was to see any obvious installation issues, discontinuous bars, or any obvious deviation from the design documents in various areas. The area where the spall occurred is noted to be a large, unreinforced area of concrete. It was also noted that the reinforcement scanned appeared to be properly extended into the adjacent beams and match the intent of the existing documents.

- BFW would like to note that this area of the concrete structure does not comply

with current design codes from a detailing perspective. Current design codes would require this area to have reinforcing bars at a tighter spacing in this area, so a bar or multiple bars would be required within this area (and similar nodes around the canopy) if properly detailed per current codes. The current codes do not permit such a large spacing of reinforcing bars in concrete which would allow for such a large area of concrete to be able to spall in this manner.

2.2 Survey of elevations at corners (see Appendix B): BFW advised to perform a survey of the elevations at the corners of the concrete canopy. BFW conducted the survey on April 28th. This has been done a few times over the past few years to help monitor movement, and so reference points were able to be measured against to track any potential sagging at the four canopy corners.

In seven of the eight points measured, no measurable change was noted. In one of the eight, there was an approximate 1/4" difference noted since the last measurement. BFW is of the opinion that this change is not alarming and likely attributed to environmental factors or the tolerance of the roughness of concrete surface.

2.3 Sounding of overhead concrete: BFW advised to sound the concrete on the bottom of the canopy around the outside perimeter spandrel beam and the respective beam intersections. BFW conducted a sounding of overhead concrete on April 23rd and 24th. BFW noted that there were areas that did not pass the sound test all around the canopy at beam intersections similar to the one of primary concern. These locations are noted in appendix "C" and are currently marked on the city hall canopy by a black "X" by sharpie. These locations are generalized in nature and if repair work is done, more specific instructions and direction should be given. **The most important feature of this trend is that there were multiple areas around the perimeter of the canopy that did not pass the sounding test. This area that spalled does not appear to be an anomaly.**

- The sound test consists of hitting the face of the concrete with a hammer. Based on the sound of the reperussion, a trained ear can tell if an area of concrete appears to be bonded properly with the concrete around it or if it sounds to be debonded. There were multiple areas noted around the canopy that appeared to have concrete that was not properly bonded and did not pass the sounding test.

While sounding the concrete in the area, BFW confirmed at the spalled area that the aggregate appeared to have been completely sheared through. The substrate did not appear moist and the cement paste appeared to be in acceptable condition at the time of observation. This finding reinforces BFW's opinion that the failure likely occurred from becoming overstressed, which was stated as the original hypothesis in the report provided March 18th (see App. A).

2.4 Analysis of structure in design programs: BFW developed six different analysis models of different degrees for this structure. Each analysis model was used to identify significant stress increases under environmental factors (thermal expansion and contraction) and the existing dead load of the structure which included the weight of the beams, concrete slab, lightweight concrete topping, and the roofing on top.

- Based on information from the city, the spall occurred at a time without any significant roof live loading, measurable seismic event, or significant wind event. Due to this, those events were not included in the analysis models as they likely

weren't present at the time of the spall.

- After thorough analytical efforts, BFW did not find a significant stress increase due to environmental factors in any of the models for the conditions assumed present at the time of the spall.

BFW notes that to achieve a model with deflections accurate to what is the current condition, this required a surcharged load from level of around 300 pounds per square foot (psf) – 600 psf based on the model. This is a significant load required to mimic the existing condition and leads to more concern of why the existing canopy has such significant deflections.

- For reference, this roof was likely designed for a snow load or roof live load of around 20 psf. A surcharge of over 10x this amount was required to mimic the current measured deflections.
- This information is included for a reference of how significant the sagging is in this structure and why it appears to be so abnormal. In each model, all of which modeled the structure in various ways, the actual deflection was still excessively more than what would be expected from the designs. This is another indicator that something is likely overstressed or detailed incorrectly within the structure.

3. Results of Investigative Efforts:

Through the significant investigative efforts so far, BFW is of the opinion that this spall is not related to any specific event or cause. Rather, this spall is likely a result of multiple deficiencies that formed as a conglomerate and led to the spall. The bottom mat at this specific node is also seeing a very unique combination of compressive forces, torsional forces, and thermal forces at a cycle that could contribute to loss of strength over the lifespan of this structure so far.

It is likely that the largest reason for this is that the canopy was originally detailed incorrectly and / or designed in a manner that was not befitting for a prolonged lifespan. The are structural concerns noted by Ted Billington (1978), Apex Engineering (2010), and BFW Engineering (2014) in previous reports which all contribute to the point that the lifespan of the structure is limited given the deficiencies.

The majority of repair efforts made over the last decade were due to a deteriorating structure from water infiltration, typical weathering, concrete creep etc with an emphasis on the worst of the primary roof beams at the four corners of the roof. The work done with water mitigation, repair to the bottom mat, and strongbacks were all devoted to *retaining* strength or maintaining the condition present at the time of design. BFW is of the opinion that the spall recently observed is a result of structural overstress and any work here forth in regards to the spall will be with the intention of providing additional strength. As noted under section 2.3, it appears that this could be a widespread issue across the canopy around the perimeter at similar beam intersections and it can't be ruled out that other portions of the canopy are not retaining residual stresses that are about to fail.

4. Recommended Actions:

BFW recommends two paths forward at this time for owner decision.

- BFW explored a condition where the bottom mat would be strengthened. However, in cantilevered beams such as this the bottom mat zone of concrete is the compression zone. If concrete is failing in compression, then it is the

tension side that needs to be strengthened to prevent a compressive failure. When concrete fails in compression, it often leads to an abrupt, spalling style of failure such as what has occurred. If the canopy is only strengthened in compression, the door is opened for a larger scale, more abrupt style failure in the future. While this might strengthen the canopy short term, the long-term risk associated with this is not acceptable.

4.1-Recommended Option 1: Removal and Replacement: BFW's first and foremost recommendation is that the compromised concrete canopy needs to be removed and replaced. This structure is showing significant signs of distress and has over its lifespan, as noted in multiple reports throughout the lifetime of the structure. While this structure has historical and architectural significance, the canopy has shown signs that it is not just deteriorating but is actively experiencing strength failures. Removing the canopy and replacing it with a near replica that conforms to modern design codes appears to be the most effective and long term solution that will help ensure a prolonged life for Paducah's City Hall.

4.2-Recommended Option 2: Significant strengthening efforts: This section involves strengthening the entire canopy for the gravity load that appears to be causing stress induced failures. Due to the amount of scope that this would involve to properly strengthen the canopy for gravity loading, it would likely also trigger a lateral strengthening per the existing building code. See below.

(1) Strengthening for Gravity Load: It is BFW's opinion that the structure should be removed and replaced. However, an alternate path would be to provide a strengthening project of large significance. This project would involve strengthening the top mat of the canopy. Nearly every concrete beam would need to be strengthened and BFW believes that it should be jacked up to remove any residual stress prior to strengthening. The descriptions below are brief in nature and only intended to convey the options that BFW explored.

(a) HSS strongbacks: HSS strongbacks, similar to what were provided under a previous project involving BFW with documents dated 2017, would be supplied for every concrete beam. These would be installed on the top mat and anchored down into the roof concrete to be the primary support for the outer ring of the canopy.

(b) Post-tension design on the top mat: This option was explored by BFW but is not seen as a viable option at this time. This option would increase the local stress in areas in a canopy that BFW believes is already seeing high stress.

(c) Carbon Fiber Reinforced Polymer: BFW believes the amount of force required to be resisted exceeds the allowable strength of CFRP and is not a feasible option.

(2) Strengthening for Lateral Load: Both Apex Engineering's and BFW's previous report have made clear notes that this building has a severe lateral strength deficiency for seismic loading and the strengthening efforts would be significant. If the strengthening method is chosen, a lateral strengthening would likely be required by one of the two requirements below. Some schematic requirements for lateral strengthening have been supplied by a previous report by BFW and that report can be provided upon request.

(a) If the repair method above with the steel strongbacks is chosen, this would likely add at least 140,000 pounds of weight to the roof structure. This additional weight

could trigger an analysis of the lateral strength of the structure under a seismic event due to the added weight at the roof level per the Kentucky Existing Building Code section 1103. Specific weights are needed after design to determine the applicability.

- (b) In addition to the added weight above, it is likely that this will also trigger a seismic and lateral strengthening of the building per the Kentucky Existing Building Code section 907.4. The scope of this strengthening would go beyond a repair and potentially extend into an Alteration Level 3.

BFW notes that option two is chosen, it is likely that this will invoke a roof adaptation and reroof and that this option may prove to cost more than recommended option one.

5. Conclusion:

BFW is of the opinion that this newest symptom of deterioration in the form of a concrete spall is due to an overstress in the canopy structure. This overstress is likely due to a combination of factors, but primarily that the canopy was originally detailed incorrectly and / or designed in a manner that was not befitting for a prolonged lifespan. The previous project with documents dated 2017 stabilized the canopy corners and stopped moisture intrusion into the canopy. That project did not reverse a failing canopy but did make that specific area safe from collapse and stopped deterioration due to moisture infiltration.

BFW's primary recommendation is that the concrete canopy be removed and replaced. If a strengthening path is chosen, any efforts to strengthen the canopy for the gravity loading will likely trigger a lateral / seismic strengthening of the structure.

If the canopy is not replaced, the City should realize that additional maintenance for an unknown, new symptom is probable. The structure will only continue to deteriorate and, with the current deflections of the canopy, it will deteriorate more than a typical structure would due to all of the reasons stated above.

If you require any additional information, please feel free to contact us.

Sincerely,

BACON FARMER WORKMAN ENGINEERING & TESTING, INC.

Jase Baker, PE





APPENDIX A: MARCH 19TH REPORT

March 19, 2025

Reference: Paducah City Hall – Canopy Assessment

Cc: Mr. Chris Ferrell
City of Paducah, Kentucky
300 South 5th Street
Paducah, Kentucky 42003

I am writing to provide a structural assessment and recommendations for the canopy issues at Paducah City Hall which were brought to Bacon Farmer Workman Engineering (BFW) and Marcum Engineering's (ME) attention. The only area observed was that which was readily visible during a site visit on 03/07/2025. This report concerns the portion of concrete that was spalled during the site visit and other similar areas to the portion of the structure with this spall. This report is not intended to convey a full inspection of the structure and repair recommendations.

1. Background:

BFW / ME was called out on site to Paducah City Hall due to a piece of concrete from the overhead canopy spalling and falling onto the podium below. While on site, BFW / ME observed multiple areas of cracking on the underside of the canopy in addition to the spalled portion of concrete that was shown to BFW / ME while on site.

Paducah City Hall was constructed during the mid 1960's using plans dated 1963 with lead architect Edward Durell Stone and associate architect Lee Potter Smith & Associates, which dates the facility at approximately 60 years old.

The facility has had some issues with water drainage, weathering, and original design deficiencies which have led to various projects to help mitigate these issues. The concrete canopy above has had multiple issues with spalling, cracking, and excessive deflections that were more than that which should be anticipated with a properly designed structure at this age.

APEX engineering provided a report outlining some of the issues around late 2010. This report noted various design deficiencies in the structure and had a large amount of deficiencies noted.

BFW / ME has had various participation levels in the past 15 years and has noted various design deficiencies. BFW (structural) provided a report in 2014 noting similar deficiencies and design recommendations. BFW (structural) was the firm of record for the design of repair recommendations around late 2017. These structural repair recommendations were provided with the intent of repairing areas that had excessive damage and spalling due to water infiltration issues, along with providing steel strongbacks to help control the excessive deflections at the corners of the canopy.

2. Visual Observation and Assessment:

2.1 Spalled concrete section (photo 1-3): There was a large area of concrete that was spalled from the northern side of the building along Washington Street at a 5-point beam intersection (see appendix C for terminology). This section was noted to have minimal signs of corrosion from the rebar. It was noted that there was not any loose aggregate on

the ground, but mostly portions of concrete with all components intact.

- This section was also noted to have aggregate that appeared to be sheared off, and not whole pieces of aggregate still together. This indicates that the failure was likely not primarily due to water infiltration issues. A spalled section due to water infiltration and erosion will usually have whole pieces of aggregate in it or loose on the ground after impact, as the water erodes the cementitious paste around a section and the aggregate will “break loose”. This section of concrete appears to have aggregate cut in half in some spots, which would take an excessive amount of force and more than just expected weathering.

2.2 Misc. Cracking in similar areas (photo 4-5): There are other areas of the structure at beam intersections similar in nature to this type of intersection that were also noted to have similar deterioration to the beam intersection with the spalled portion. There was a small deteriorated portion in a similar area under one of the formed sonotubes. There were also cracks along the beam joints very similar in nature to what was seen at the joint with the spalled concrete.

3. Potential Consequences:

The spalled portion of concrete appears to be primarily due to the concrete beam being overloaded for its capacity, which has been assessed previously to be under designed per current design standards. If no action is taken, there is increased likelihood of the canopy continuing to spall concrete and eventually having a larger scale failure.

4. Recommended Actions:

BFW is going to provide recommended actions at this time for both public safety and further investigative efforts. A repair recommendation can not be confidently proposed at this time, as more information is needed to discern the type and reasoning of the failure aforementioned. Once this reason for spalling and failure at the beam intersections can be more confidently noted, then a proper repair recommendation can be provided.

4.1-Actions Concerning Public Safety: See previous report dated 3/10/25 with map in appendix B.

4.2-Actions for Further Investigation and Observation:

- (a) BFW recommends getting a survey team on site to resurvey the elevations of the canopy. This will help determine if the canopy has experienced any sag or other form of deformation since measurements were last taken by BFW (approx. 2023).
- (b) BFW Recommends that a number of concrete beam intersections be scanned for reinforcing steel layouts within the beams. BFW is recommending that six areas be scanned as a preliminary plan, and they are shown on the plan in appendix C. BFW / ME should be contacted while scanning is being done on site in order to provide appropriate direction.
 - (i) (2) Exterior 5-point beam intersection (See Appendix C)
 - (ii) (2) exterior 3-point beam intersection (See Appendix C)
 - (iii) (2) corner beam intersection (See Appendix C)

- (c) BFW recommends investigating the bottom of the canopy closer via a scissor lift. Sounding of the concrete in various areas at a similar beam intersection (Exterior 5-point Beam Intersection) is pertinent all around the structure. The sonotube hole should also be investigated to see if it is holding moisture.
- (d) BFW recommends that at a future date (after the initial concerns are taken care of) that another full observation be done of the canopy by a licensed structural engineer to determine any areas of concern with repair recommendations.

5. Conclusion:

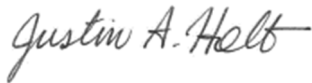
BFW is of the opinion that the spalled concrete is primarily due to an overstressed / fatigue type of failure, which is different and unrelated to the moisture-related damage previously repaired in 2017. BFW is of the opinion that this type of failure is something that will need to be strengthened in various areas to help prevent further deteriorations / failures.

It is BFW's opinion that Pedestrian access should not be permitted in the areas shown in Appendix B in red until further investigation efforts can be made.

If you require any additional information, please feel free to contact us.

Sincerely,

BACON FARMER WORKMAN ENGINEERING & TESTING, INC.

A handwritten signature in black ink, reading "Justin A. Holt". The signature is written in a cursive, flowing style.

Justin A. Holt, PE

Appendix A: Photos
Photo 1 (Spalled portion)



Photo 2 (Spalled Portion)



APPENDIX B: SURVEY INFORMATION

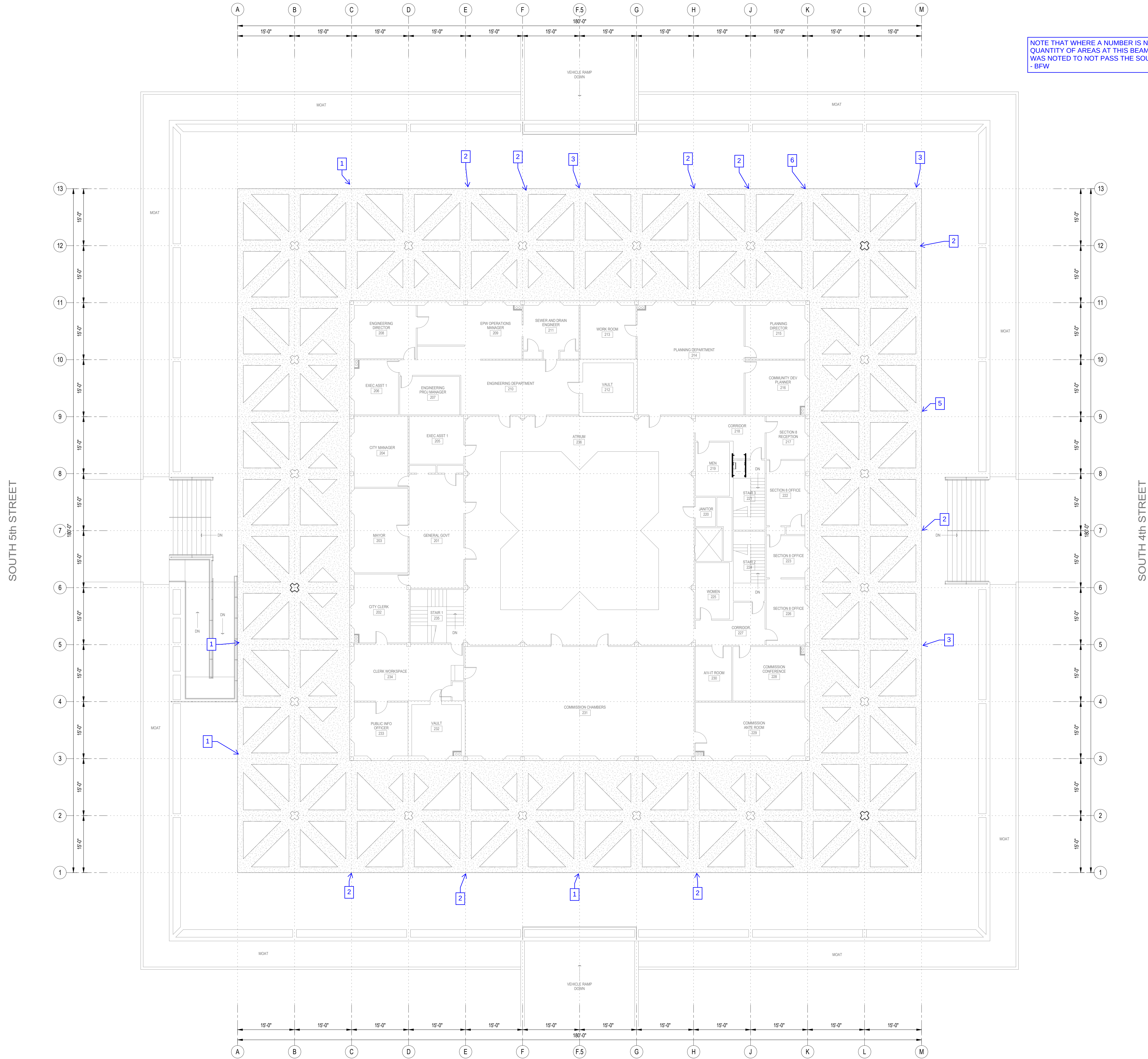
POINT #	NORTHING	EASTING	2025 ELEVATION	2023 ELEVATION	DIFFERENCE	DESCRIPTION
52	1926087.391	810004.668	368.55	368.55	0.00	OVERHANG
53	1926105.712	810011.323	369.12	369.12	0.00	OVERHANG
54	1926163.259	810167.581	368.46	368.46	0.00	OVERHANG
55	1926170.203	810149.402	369.03	369.03	0.00	OVERHANG
58	1926326.208	810091.551	368.34	368.34	0.00	OVERHANG
59	1926307.965	810085.178	369.03	369.03	0.00	OVERHANG
60	1926250.235	809928.657	368.45	368.43	0.02	OVERHANG
61	1926243.680	809947.018	369.08	369.08	0.00	OVERHANG



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WASHINGTON STREET

APPENDIX C: CONCRETE SOUNDING MARKUP



NOTE THAT WHERE A NUMBER IS NOTED WITH A LEADER, THIS IS THE QUANTITY OF AREAS AT THIS BEAM INTERSECTION WHERE THE CONCRETE WAS NOTED TO NOT PASS THE SOUND TEST AS PERFORMED BY BFW. - BFW



Paducah, KY Office
2301 McCracken Blvd., Paducah, KY 42001
270.443.1995 / BFWengineers.com

COORDINATION ONLY
NOT FOR
CONSTRUCTION

DO NOT REPRODUCE
This document contains confidential information and is an instrument of service and property of the Engineer. It shall not be used on other projects or for the extension of this project without the Engineer's written approval.

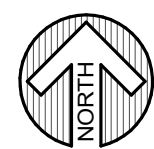
PADUCAH CITY HALL INVESTIGATION
300 SOUTH FIFTH STREET
PADUCAH, KENTUCKY

Revisions:		
#	Description	Date

Drawn By: JEB
Checked By: JEB
Issue Date: 06/18/2025
Project No.: 25121

Sheet Title
**CANOPY -
MARKUP OF
CONCRETE
SOUNDING**

Sheet No.
S1



ROOF PLAN - CONCRETE SOUNDING MARKUP
3/32" = 1'-0"

CLARK STREET

TED F. BILLINGTON
consulting engineers

APPENDIX D

December 8, 1978

1203 JOHNSON AVE.
BOX 422
MURRAY, KY. 42071
753-8050

Mr. J. Pat Kerr, A.I.A.
Gresham & Kerr, John Keeling Assocs.
P. O. Box 1251
Paducah, Kentucky 42001

Re: Engineering Study
Paducah City Hall
Paducah, Kentucky

Dear Mr. Kerr:

We have completed our engineering study and investigation of the first floor and roof structures for the referenced Paducah City Hall Building, and are submitting herewith a report of our findings and recommendations.

The primary purpose of our study was to determine if the existing first floor podium structure and the existing outer portion of the roof structure are capable of supporting the design loads as required by applicable codes, and further to determine if these structures have experienced any abnormal deflection. Our study consisted of the following:

1. An inspection of the building and the damaged areas.
2. An engineering survey of the roof structure to determine the extent of deflection of the roof structure and the approximate slope of the roof surface.
3. A structural analysis of the first floor podium structural system and the roof structural system.

An inspection of the building indicated extensive deterioration of the underside of the exposed roof structure in the remote corner sections. Most of the damages appeared to be of a cosmetic nature, probably caused by water seeping through the roof membrane and down through the structural concrete member causing a spalling of the surface coating on the soffit. A visual inspection of the underside of the roof structure indicated the presence of hairline cracks in some areas. A rather large crack was observed in the West face of the roof fascia beam near the Southwest corner of the roof.

RECEIVED DEC 12 1978

CIVIL - STRUCTURAL

LAND SURVEYING

PLANNING

An inspection of the roof surface indicated numerous blisters in the roofing material. In several locations, water would seep out when pressure was applied to the blisters. The roof surface apparently contains numerous blisters, tears and other defects which are allowing moisture to penetrate or seep beneath the roofing membrane. Obviously, the moisture is then seeping down through small hairline cracks in the concrete and causing the surface coating on the roof soffit to spall. If in fact, water is being trapped or is ponding on the roof due to lack of sufficient slope to the roof drains, the continual seepage of water through the roof membrane and down through the structure could cause deterioration to the concrete structural members that would ultimately be detrimental. This condition can be magnified considerably if we should continue to experience the severe winter weather that has prevailed during the past two years. Accumulation of ice and snow on the roof and the cyclic freezing and thawing will cause continual expansion and contraction which will ultimately cause any cracks that may be present to increase in size. This will also increase the possibility of additional spalling of the concrete at its outer surfaces.

An engineering survey of the roof surface was performed in order to determine if the slope of the roof surface is adequate to provide positive drainage to the roof drains, and to determine the approximate deflection of the roof structure. The information obtained from this survey as depicted on the enclosed drawing generally indicates that most areas of the outer thirty feet of the roof have at least some positive slope to the existing roof drains. The roof slope from the interior edge to the roof drains in most cases is approximately $1/4$ inch per foot. This is an acceptable slope and will allow positive drainage to the roof drains. The slope from the outer edge of the roof to the roof drains varies from $1/8$ - $1/16$ inch per foot maximum in some areas to zero inches per foot (flat) in other areas. This slope is generally inadequate for positive drainage.

The original plans and specifications for the project, as prepared by Edward D. Stone and Lee Potter Smith Associates, required that a lightweight insulating concrete fill be installed above the structural concrete deck. The drawings indicated that the fill was to be installed as per manufacturers recommendations, and further stipulated that the top surface was to be provided with a slope to the roof drains. The amount of slope was not indicated, but based on our survey, it is estimated that the original slope was approximately $1/4$ inch per foot. As previously mentioned,

the slope of the overhanging portion (outer 15 feet) of the roof was 1/8 inch maximum to zero. Assuming that the fill material was installed with the proper slope, I would attribute the loss of slope to deflection of the roof structure.

During the lifetime of any structure, virtually all structural members undergo some degree of deflection. This is a normal occurrence and is allowed by most Building Codes. Building Codes, however, do place limitations on the amount of deflection that is considered acceptable. For the roof in question, the normal allowable recommended deflection is approximately $L/180$ to $L/240$, where "L" represents the length of the structural member. For the cantilever roof beams designated as RB-2 on the attached drawing, the allowable deflection would be approximately $3/4 - 1$ inch. It is difficult to determine the actual deflection because of variations in thickness of the lightweight fill, but if we assume a uniform thickness based on the original slope of 1/4 inch per foot, the actual measured deflection is approximately 1-1/2 inches, plus or minus. A deflection of this magnitude is not necessarily harmful to the structure, but in this case, has reduced the roof slope to such an extent that flow of rainwater to the roof drains is reduced somewhat.

Generally, the deflection of the cantilever portion of the roof around the entire building is relatively uniform, except for the four corner areas where the deflection is more pronounced. The deflection in these areas is obvious and can easily be detected visually. Based on the same criteria as mentioned above, the approximate deflection of the diagonal roof beams at the corners identified on the drawing as RB-1, is estimated to be approximately 3-1/2 inches in the Southeast and Southwest corners, 4-3/4 inches in the Northeast corner, and 5-3/4 inches in the Northwest corner. These deflections agree reasonably close with the computed deflection, which was determined to be approximately 4-1/4 inches.

A detailed structural analysis was performed for the various structural concrete members located in the outer thirty feet of the roof structure. The reinforced concrete roof structural system, as depicted on the enclosed drawing, consists of a 4-inch thick reinforced concrete slab supported by a series of transverse, longitudinal and diagonal reinforced concrete beams that are arranged in a pattern to form a series of triangles. The beams are all identical in size, having a total depth of 16 inches, (includes slab thickness) and a width of 36 inches. The roof beams are supported by reinforced concrete columns that are located approximately 14 feet from the outer face of the exterior wall, and spaced at intervals of 30 feet around the perimeter of the building.

APPENDIX D

The structure was analyzed to determine if the various structural members comprising the roof were capable of supporting the Code recommended live loads and the dead weight of the structure. Deflections of the beams were also computed to obtain a comparison between the actual deflection and the computed deflection. The results of our analysis are as follows.

The enclosed drawing depicts a portion of the roof framing plan and identifies the roof beams that were analyzed. The roof structure framing system is symmetrical about both axis of the building; and, therefore, it was only necessary to analyze one quadrant of the roof system. The principal beams analyzed were RB-1, RB-2 and RB-3. An investigation of these beams generally indicates that they were designed to support the recommended live and dead loads. However, a review of the original reinforcing details indicated that the reinforcing steel required for the design loading conditions was not detailed in accordance with the American Concrete Institute Building Code requirements. For example: five reinforcing bars (three #11 and two #10) were required in the top of the cantilever roof beam RB-1. The Code requires that these five bars shall be extended beyond the face of the supporting member (column, in this case) a specified distance in order to develop the full capacity of the bar. The original details did, in fact, indicate five bars in the beam; but only two of the bars were extended into the column as required, and the remaining three bars were terminated short of the face of the column. In theory, this means that three of the bars, or 55% of the bars, are not being fully utilized to resist the design loads. As a result, the two remaining bars are being overstressed. The extent of overstressing is difficult to estimate due to the interaction of other adjacent beams and their contributing effect. However, our analysis indicated a possible overstressing of approximately 50 - 60 per cent. This does not necessarily mean that the structure will fail, but it does imply increased deflection as a result of overstressed reinforcement.

As previously mentioned, the approximate measured deflection at the four corners of the roof varied from 3-1/2 inches to 5-3/4 inches. The actual computed long-time deflection due to dead loads only was approximately 4 inches. For beam RB-1, the deflection due to live loading, such as snow and/or water, was computed to be approximately 3/8 inch, and the deflection due to dead loads and long-time creep was computed to be approximately 4 inches. At the time we measured the deflection, there were no live loads present on the structure.

Mr. J. Pat Kerr
December 8, 1978
Page 5

It should also be mentioned that long-time deflection due to creep, shrinkage, etc. does not occur instantaneously but gradually occurs over a period of several years (20 - 25 years). Therefore, it is my opinion that the roof beams have deflected excessively due to possible overstressing of the reinforcing steel that has occurred as a result of inadequate anchorage of the reinforcing at critical stress points.

Even with the improper detailing or placement of the reinforcing steel, it is unlikely that the structure would ever fail or collapse under normal conditions of loading. The roof structure has existed for approximately fifteen years without any significant structural distress other than excessive deflection, and it is my professional opinion that it will continue to perform its structural function. However, due to the improper detailing and placement of the reinforcing, the safety factors recommended by the American Concrete Institute Building Code have been infringed upon. The recommended safety factor for the roof structure is approximately 1.75. This means that the structure is designed to support loads 75% greater than the recommended anticipated loads. The likelihood of a 75% overload ever occurring on this structure is remote, and therefore a failure or collapse of the roof structure is not likely, even though the roof beam reinforcing is overstressed.

It would be my recommendation that some type of device should be installed to monitor deflections of the roof that might occur in the future. Prior to failure or collapse, most structures will normally undergo significant deflection. If the roof structure should continue to deflect to any significant degree, then I would recommend that immediate steps be taken to strengthen the roof structure.

A structural analysis was also performed for the portion of the first floor structure that supports the podium. The structural system for the first floor generally consists of a series of one-way reinforced concrete pan joist spanning approximately thirty feet supported by reinforced concrete beams of varying sizes. Our analysis of this system indicates that the existing concrete joist and beams are designed to safely support the recommended live and dead loads that would normally be expected to occur. Deflections were also checked, and they were found to be within the recommended limits.

An inspection of the exposed aggregate fill slabs supported by the podium structure indicated numerous cracks in the fill slab. In my opinion, the cracks were probably caused by expansion and contraction due to cyclic temperature changes. Our analysis did not indicate any relationship between the fill slab cracking and the podium structure below. As previously described for the roof structure, rain water is apparently soaking thru the concrete fill slab and/or the joints between different sections of the fill slab, and is being trapped at the top surface of the podium structure immediately below. Freezing and thawing of this trapped water is probably contributing to the cracking of the fill slab. In all likelihood, the waterproofing membrane contains breaks or tears, and in some areas the moisture is seeping thru these openings and is then seeping into and thru the concrete structure below.

In order to prevent leaks through the podium floor and structure below, the waterproofing membrane between the fill slab and the floor structure would need to be inspected and repaired or replaced to prevent penetration of future moisture. To prevent excessive moisture from seeping into the slab joints, all joints should be filled with an approved joint filler. This would not guarantee a watertight surface, but would minimize infiltration of moisture and would help to alleviate future cracks in the fill slab.

During our analysis, we also performed a spot check of a few column foundations. Based on our analysis, the foundations are adequately sized to support the design loads utilizing the soil bearing stress of 8000 pounds per square foot as recommended in the original Soils Report prepared by Dames & Moore, Inc. The actual computed bearing stress for one of the footings analyzed was approximately 5000 pounds per square foot, which is well below the recommended allowable stress.

A complete investigation of the buildings foundation system is beyond the scope of this study. However, a general inspection of the building and our brief foundation analysis did not indicate any appreciable settlement of the structure that would be detrimental.

Mr. J. Pat Kerr
December 8, 1978
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APPENDIX D

SUMMARY

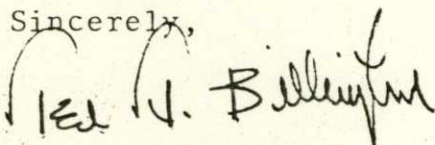
Our investigation and study of the first floor podium structure did not indicate any structural deficiencies; and in my opinion, the cracking of the exposed aggregate fill slab is related to expansion and contraction due to temperature changes and the presence of moisture in the slab joints and below the slab itself.

Our analysis of the roof structure did indicate excessive deflection of the overhanging roof due to apparent overstressing of the beam reinforcement as a result of incorrect detailing. Even though structural deficiencies exist and the recommended safety factors have been reduced, failure of the roof structure is unlikely under normal conditions of loading.

Deflection of the roof structure has obviously reduced the original slope of the roof surface and may be causing some ponding of water on the roof. However, deflection of the roof would not necessarily cause deterioration of the roof soffit coating unless the roofing membrane has been damaged as a result of excessive deflection of the structure. In my opinion, deterioration of the roof soffits is caused primarily by moisture seeping thru the roof structure, and this deterioration is likely to continue until the roof is repaired or replaced. Even if water should continue to pond on the roof, and it will in heavy rains despite the presence of roof drains, a quality roof surface will prevent penetration of moisture to the structure provided it is properly designed and installed. If moisture is not allowed to penetrate below the roof membrane and through the concrete soffit, it is my opinion that deterioration and spalling of the surface coating will be virtually eliminated.

It is certainly a pleasure to have been of service. Please advise if you have any questions, or if we can be of future assistance.

Sincerely,



TED F. BILLINGTON
Registered P. E.

TFB/jf

Agenda Action Form

Paducah City Commission

Meeting Date: February 10, 2026

Short Title: Contract for the 2026-2027 Street Resurfacing Program - **G. GUEBERT**

Category: Municipal Order

Staff Work
By: Brandy
Topper-Curtiss
Presentation
By: Greg Guebert

Background Information: On January 28, 2026, sealed bids were received for the City of Paducah's 2026-2027 Street Resurfacing Program. This program consists primarily of the bituminous resurfacing and milling of city streets in accordance with the yearly street resurfacing program. Jim Smith Contracting Company, LLC submitted the only bid for the unit bid prices shown on the attached bid tab. The contract unit prices shall begin upon execution of the contract and end December 31, 2027. The contract has the option for an additional one-year renewal, ending December 31, 2028, upon the mutual agreement of both parties.

In accordance with the Specifications, the Contract unit prices may be adjusted in accordance with Section 109.07 "Price Adjustments" of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

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

If yes, please list the Commission Priority: Quality of Life; Stormwater; Growth

Communications Plan:

Funds Available: Account Name: MAP

Account Number: 23002217 542270

Staff Recommendation: To receive and file the bid submitted for the 2026-2027 Street Resurfacing Program and adopt an Ordinance authorizing the Mayor to enter into an agreement with Jim Smith Contracting Company, LLC., for the unit prices listed on the attached bid tab for the 2026 and 2027 calendar year ending December 31, 2027, and allow "Price Adjustments" in accordance with the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition; and to authorize the Mayor, subsequent to the recommendation of the City Engineer, to execute a "One-Year Renewal Agreement" extending the contract time period for the 2028 calendar year ending December 31, 2028, upon the mutual agreement of both parties.

Attachments:

1. MO resurfacing 2026-2027– Jim Smith Contracting
2. Advertisement
3. 2026-2027_Smith bid packet_2026-01-28
4. 00500 - Agreement
5. Bid Tab
6. Advertisement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF JIM SMITH CONTRACTING COMPANY, LLC, FOR THE CITY OF PADUCAH'S 2026-2027 STREET RESURFACING PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Jim Smith Contracting Company, LLC, for the City of Paducah's calendar years 2026 and 2027 street resurfacing program, ending December 31, 2027, with the option of a one-year renewal agreement, ending December 31, 2028, upon the mutual agreement of both parties, said bid being in substantial compliance with the bid specifications and advertisement for bids, and as contained in the bid of Jim Smith Contracting Company, LLC, of January 28, 2026.

SECTION 2. The City of Paducah accepts the bid of Jim Smith Contracting Company, LLC, for roadway resurfacing, repair, and miscellaneous construction of various streets within the City of Paducah at the following unit bid prices:

RESURFACING

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Bituminous Surface/Base	Ton	\$113.00
2.	Milling Texture	Ton	\$65.00
3.	Shoulder Construction	Ton	\$55.00

PAVEMENT MARKINGS

ITEM			UNIT BID
<u>NO</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
1	Paint – 4" Line	L.F.	\$0.60
2	Paint – 12" Stop Lines	L.F.	\$1.30
3	Paint – 24" Stop Lines	L.F.	\$2.25
4	Paint – Straight Arrow	Each	\$55.00

5	Paint - Turn Arrow	Each	\$55.00
6	Paint - Combination Arrow	Each	\$95.00
7	Paint – 8” Crosswalks	L.F.	\$0.80
8	Paint - "School"	Each	\$75.00
9	Paint - RR Crossings	Each	\$255.00
10	Paint – “STOP”	Each	\$75.00
11	Paint – “ONLY”	Each	\$75.00
12	Paint – Handicap Symbol	Each	\$80.00
13	Paint – 4” Parking Lot Lines	L.F.	\$0.70
14	Thermo – 4” Line	L.F.	\$1.50
15	Thermo – 12” Stop Lines	L.F.	\$8.50
16	Thermo – 24” Stop Lines	L.F.	\$17.00
17	Thermo – Straight Arrow	Each	\$160.00
18	Thermo - Turn Arrow	Each	\$160.00
19	Thermo – Combination Arrow	Each	\$265.00
20	Thermo – 8” Crosswalks	L.F.	\$6.00
21	Thermo - "School"	Each	\$310.00
22	Thermo - RR Crossings	Each	\$920.00
23	Thermo – “STOP”	Each	\$250.00
24	Thermo – “ONLY”	Each	\$250.00

EQUIPMENT RENTAL

ITEM NO	DESCRIPTION	UNIT	HOURLY PRICE
1	Excavator – Small	HR	\$190.00
2	Excavator - Medium	HR	215.00
3	Excavator with Mulching Head	HR	250.00
4	Skid Steer Loader	HR	150.00
5	Dump Truck -Tandem	HR	125.00
6	Dump Truck – Tri-axle	HR	125.00
7	Motor Grader - Medium	HR	220.00

8	Dozer- Small	HR	205.00
9	Dozer- Medium	HR	225.00
10	Laborer	HR	100.00
11	Vibratory Roller – Small	HR	180.00
12	Vibratory Roller - Medium	HR	195.00
13	Topsoil	CYD	\$50.00

Said bid prices may be adjusted in accordance with Section 109.07.03 “Price Adjustments” of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

SECTION 3. That the Mayor is hereby authorized to execute a contract with Jim Smith Contracting Company, LLC, for roadway resurfacing, repair, and miscellaneous construction of various streets as accepted in Sections 1 and 2 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 4. The contract shall be binding upon the City and the Contractor, his partners, successors, assigns and legal representatives for the remaining portion of the 2026 calendar year and the 2027 calendar year ending December 31, 2027. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without the consent of the other party. Further, the Mayor is hereby authorized, subsequent to the recommendation of the City Engineer, to execute an additional one-year renewal agreement extending the contract period for the 2028 calendar year ending December 31, 2028, upon the mutual agreement of both parties. If agreed, this renewal option will be exercised by both parties upon execution and delivery of the written one-year renewal agreement. The City reserves the right to have the contract work completed at the quoted prices until the parties have executed the one-year renewal agreement.

SECTION 5. This expenditure shall be charged to the MAP Account No. 2300-2217-542270.

SECTION 6. 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, _____
Published by *The Paducah Sun*, _____
MO\resurfacing 2026-2027 – Jim Smith Contracting

Kentucky State police announces local traffic safety checkpoints

MAYFIELD — Kentucky State Police Post 1 is conducting traffic safety checkpoints throughout the region it serves, which includes Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Livingston, Lyon, McCracken, Marshall and Trigg counties.

At each checkpoint, troopers will check drivers for compliance with motor-vehicle laws, such as appropriate vehicle registration and insurance, valid driver's licenses and driving under the influence.

KSP Post 1 said drivers who encounter checkpoints should have their driver's license, vehicle registration receipt and proof of insurance within easy reach. People who have those materials readily available and have not violated the law can expect the checkpoint process to take roughly 30 seconds to a few minutes if road congestion is minimal.

Checkpoints in McCracken County include:

- U.S. 60 at U.S. 62 (Ledbetter Bridge intersection)
 - KY 286 at KY 726 (McKendree Church Road)
 - KY 450 at Puryear Highway
 - KY 994 (Old Mayfield Road) at KY 1014 (Houser Road)
- Other checkpoint locations in the KSP Post 1 district include:

BALLARD COUNTY

- U.S. 51 at old KSP/CVE Scale Facility
- U.S. 60 at Crystal Lake Road
- U.S. 60 at KY 2532 (Apperson Road)
- U.S. 60 at Bill Corner Road

CALLOWAY COUNTY

- KY 2547 at Barber Drive
- KY 94 East at KY 280
- KY 121 South from mile point 3.187 to mile point 3.690 near Buchanan Lane
- KY 280 at Cohoon Road
- KY 94 at KY 893 (Lynn Grove)
- KY 299 at KY 464 (Kirksey)
- North 16th at Campbell St. (Murray)

CARLISLE COUNTY

- U.S. 51 at KY 80 (Arlington)
- KY 80 at KY 307

FULTON COUNTY

- KY 125 at KY 166
- KY 129 at the Fulton County/Hickman County line

GRAVES COUNTY

- U.S. 45 South at KY 339 Wingo
- U.S. 45 South at KY 1748
- KY 94 at KY 381 Lynnville
- KY 849 at KY 1684
- KY 303 at KY 339 (four-way stop)
- U.S. 45 at KY 121
- KY 94 at KY 97

HICKMAN COUNTY

- KY 131 at KY 348
- U.S. 51 at KY 1529
- KY 58 at KY 307
- KY 123 at KY 239
- KY 129 at the Fulton/Hickman County line

LIVINGSTON COUNTY

- KY 453 Coon Chapel Road at or about mile point 13.990
- U.S. 60 at or about former Ledbetter Elementary School between mile point 5.5 and mile point 5.8
- U.S. 60 from mile point 29 to mile point 29.059 at or about the Livingston County/Crittenden County line

LYON COUNTY

- U.S. 62 at or about the Eddyville Industrial Park
- U.S. 62 at KY 810 South

MARSHALL COUNTY

- KY 93 South at the KY 293 and 1055 intersection
- U.S. Forest Service Woodlands Trace at or near the entrance to Land Between the Lakes
- U.S. 62 at the Caldwell County line

TRIGG COUNTY

- KY 124 at West End Street
- KY 128 at Dunkerson Road
- KY 274 at Goose Hollow Road
- KY 274, west of John Woodruff Bridge (near entrance to boat ramp)

DUPLICATE BRIDGE

Paducah Duplicate Bridge Club is an open, not-for-profit organization that welcomes new players.

For information, call 270-564-2823.

TUESDAY AFTERNOON Flight A

1. Peggy Eastburn — Bill Lentz.
2. Pam Fee — Tommy Taylor.
3. Paul Quayle — Dennis Bristol.
4. Tom Wynn — Joel Pendergraft.
5. Judy Shepherd — Jane Bright.

Flight B

1. Peggy Eastburn — Bill Lentz.
2. Pam Fee — Tommy Taylor.
3. Paul Quayle — Dennis Bristol.
4. Judy Shepherd — Jane Bright.

Flight C

1. Linda Steele — Danny Edwards.
2. Vicki Brantley — Tim Bonner.

THURSDAY AFTERNOON Flight A

1. Dennis Rose — Ron Brockman.
2. Janet Jones — Chuck Wiese.
3. David & Joyce Saxon.
4. Janet Brotherson — A.D. Wright.
5. Michael & Peggy Eastburn.
6. Bill Lentz — Jane Baker.

Flight B

1. Janet Jones — Chuck Wiese.
2. David & Joyce Saxon.
3. Janet Brotherson — A.D. Wright.
4. Michael & Peggy Eastburn.
5. Bill Lentz — Jane Baker.

Flight C

1. Janet Jones — Chuck Wiese.
2. David & Joyce Saxon.

MAYFIELD Friday Night

- 1-3. (tie) Vicki Brantley — Tim Bonner, Tom & Maxine Wynn, Dennis Rose — Jane Baker.
4. Susie Peck — Danny Edwards.

Los Angeles Times Sunday Crossword Puzzle

Edited by Patti Varol

"REPAIR WORK" BY JILL SINGER

ACROSS

- 1 Bottom of a platter?
- 6 Singer Guthrie
- 10 Actress Mireille
- 14 Beta precursor
- 19 Solo
- 20 Shakespearean king
- 21 Catholic leader
- 22 Prepare for a long drive
- 23 Santa Ana —
- 24 Miami —
- 25 County work
- 26 "Get that pool float out of my way!"?
- 27 Fury
- 28 Obey, with "by"
- 29 Early show since 1975, briefly
- 30 Aspiring atty.'s hurdle
- 31 Freelancer's job
- 32 "a one
- 33 Question about a new romantic partner?
- 34 Ostrich kin
- 35 Sausages served with sauerkraut, for short
- 36 Sonoma product
- 37 Swimmer's unit
- 38 "Have a bite"
- 39 Juniper-flavored liquor
- 40 Huge favors
- 41 Zoo doc
- 42 Prayer ender
- 43 Astonish
- 44 "Maria"
- 45 Photo taken as milk spreads over a table?
- 46 Figure skating gold medalist
- 47 Nathan
- 48 Email signature info
- 49 Catches
- 50 Apple variety
- 51 Bars under cars
- 52 Gulf of Mexico structures
- 53 Goo or ga, for a baby?

DOWN

- 1 Glimpsed
- 2 crest: pelvis
- 3 Disco legend
- 4 "Return of the Jedi" forest moon
- 5 Brit's close pal
- 6 Like some pasta
- 7 admiral
- 8 British title
- 9 Cookies similar to Trader Joe's Joe-Joe's
- 10 Momentous
- 11 Bossa
- 12 Enticing words on a gift box
- 13 Sealy rival
- 14 Fundamentally
- 15 Less raked
- 16 Home of the Spectacled Bear
- 17 Shades
- 18 Church recess
- 26 Soon-to-be grads

ACROSS

- 28 Musician and radio host John
- 29 The Tritons of the NCAA
- 34 Gold block
- 35 Spanish "Stop!"
- 37 Honeydew, e.g.
- 39 Crèche figures
- 40 Opposin'
- 41 Simon of "The Boys"
- 42 Impressionist
- 43 "The Light We Carry" writer
- 44 Self-replicating malware
- 45 Ice cream maker Joseph
- 46 Paddle kin
- 47 Shipbuilding wood
- 48 Empty Vegas
- 52 Take to court
- 55 Cuneiform, e.g.
- 56 Panama, for one
- 57 "Dallas" surname
- 58 and yang

DOWN

- 59 Wise one
- 60 Massage locale
- 62 Page
- 66 Den sets
- 67 X, Y, or Z intro
- 68 Purse
- 69 Hindi title
- 70 Rejoice with pride
- 71 Get a feeling about
- 73 Clerical robe
- 74 "Supernatural" actor Collins
- 75 Rare Italian violin
- 76 "Man": Village People hit
- 78 Mustang roof option
- 79 Successor
- 80 French pronoun
- 81 Raiders
- 82 Global finance org.
- 83 Hired ride
- 87 Was almost out of
- 89 Win back

ACROSS

- 90 Waiting, perhaps
- 92 Coveted territory in the air?
- 93 Brickmaker
- 94 "That's disgusting!"
- 95 Angler's supply
- 97 "ergo sum"
- 100 "I know this is wrong," from an editor
- 101 Spy collection
- 103 Like some watches
- 105 Silas of the Continental Congress
- 106 Enthusiastic
- 107 Anticipate with fear
- 108 Engineered foods, for short
- 109 Hashana
- 110 Cuba, por ejemplo
- 111 Like an open can of soda, eventually
- 112 Director Kazan
- 113 "Right now!"
- 117 Underhanded

ANSWER TO L.A. TIMES PUZZLE (RIGHT)

A	D	B	E	N	S	d	V	L	J	L	O	T	E	W	V	H	S
T	V	E	N	O	S	V	I	H	S	V	I	E	N	I	T	S	O
S	E	G	V	M	O	S	T	V	E	T	I	L	O	I	V	S	O
H	V	E	O	L	H	V	E	W	O	H	F	G	N	I	T	T	I
D	E	O	T	I	G	S	G	W	O	I	S	V	O				
						N	V	M	O	I	E	H	V	O	N	E	B
E	T	B	B	V	B	E	H	L	J	T	V	H	S	G	I	B	T
S	T	I	V	H	O	V	W	S	B	V	N	T	E	L			
N	E	H	O	E	G	V	W	I	G	N	I	T	T	I	d	S	E
E	L	V	E	Z	V	W	V	N	E	W	V	L	E	A			
S	K	S	V	G	I	B	N	I	G	L	I	E	L	S	V	L	
						d	V	T	E	N	I	M	S	L	V	B	B
G	N	I	S	S	I	K	N	O	A	E	H	V	O	H	M	A	B
G	I	G	L	V	S	T	V	W	G	E	D	I	B	V			
E	G	V	H	L	N	O	E	T	O	O	N	E	H	L	E	A	O
d	V	W	E	H													
E	S	N	d	E	H	L	N	V	O	N	O	A	E	L	O	N	V
S	E	H	V	H	S	H	E	A	O	E	D	V	D	S	D	N	I
d	N	E	E	L	E	d	O	d	H	V	E	T	E	N	O	T	V
V	H	d	T	V	S	O	N	E	O	T	H	V	B	E	D	I	S

www.paducahsun.com

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PUBLIC NOTICE

The City of Paducah, Engineering Department will receive bids for the City of Paducah's **2026-2027 Resurfacing Program** at 10 A.M., Wednesday, January 28, 2026. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, KY. Copies of specifications may be obtained at the office of the Engineering Department located in City Hall. More information regarding this project may be found at the City of Paducah's website: www.paducahky.gov under Request for Bids.

**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

BID PROPOSAL - 2026-2027 RESURFACING PROGRAM

Proposal of Jim Smith Contracting Co., LLC
(hereinafter called Bidder), organized and existing under the laws of Kentucky
(state) and doing business as a Corporation *, as
applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)
*Insert "A Corporation", A Partnership" or "An Individual"

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, materials, equipment, tools and services necessary to complete the **City of Paducah's 2026-2027 Resurfacing Program** in accordance with the specifications and other contract documents prepared by the City Engineering Department, at the prices stated below.

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

Bid prices shall begin upon execution of the contract. Said bid prices may be adjusted in accordance with Section 109.07 "Price Adjustments" of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition. The Bidder agrees that no minimum amount of purchase shall be required. Bids shall include sales tax and all other applicable taxes and fees.

Security in the sum of Five Thousand Dollars (\$5,000.00), in the form of a Bid Bond or cashier's check, is submitted herewith in accordance with the Specifications. This Security is furnished to the Owner as a guarantee that the agreement will be executed and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned.

If Notice of Award is given to the Bidder within Sixty (60) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract in the prescribed form and furnish the required bonds within ten (10) days after the Contract is presented for signature.

The confidential Bidder's Affidavit has been attached indicating the Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth. Additionally, the Non-Collusion Certification has been attached indicating the Bidder has not directly or indirectly participated in any collusion in connection with this Bid Proposal.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed. The contract time period will be a two (2) calendar-year contract with a one-year renewal option as further defined within the specifications.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

BID PROPOSAL:

RESURFACING

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Bituminous Surface/Base	Ton	\$ 113.00
2.	Milling Texture	Ton	\$ 65.00
3.	Shoulder Construction	Ton	\$ 55.00

PAVEMENT MARKINGS

ITEM			UNIT BID
<u>NO</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
1	Paint – 4" Line	L.F.	\$.60
2	Paint – 12" Stop Lines	L.F.	\$1.30
3	Paint – 24" Stop Lines	L.F.	\$2.25
4	Paint – Straight Arrow	Each	\$55.00
5	Paint - Turn Arrow	Each	\$55.00
6	Paint - Combination Arrow	Each	\$95.00
7	Paint – 8" Crosswalks	L.F.	\$0.80
8	Paint - "School"	Each	\$75.00
9	Paint - RR Crossings	Each	\$255.00
10	Paint – "STOP"	Each	\$75.00
11	Paint – "ONLY"	Each	\$75.00
12	Paint – Handicap Symbol	Each	\$80.00
13	Paint – 4" Parking Lot Lines	L.F.	\$0.70
14	Thermo – 4" Line	L.F.	\$1.50
15	Thermo – 12" Stop Lines	L.F.	\$8.50
16	Thermo – 24" Stop Lines	L.F.	\$17.00
17	Thermo – Straight Arrow	Each	\$160.00
18	Thermo - Turn Arrow	Each	\$160.00
19	Thermo – Combination Arrow	Each	\$265.00

20	Thermo – 8" Crosswalks	L.F.	\$6.00
21	Thermo - "School"	Each	\$310.00
22	Thermo - RR Crossings	Each	\$920.00
23	Thermo – "STOP"	Each	\$250.00
24	Thermo – "ONLY"	Each	\$250.00

EQUIPMENT RENTAL

ITEM NO	DESCRIPTION	UNIT	PRICE
1	Excavator – Small	HR	\$190.00
2	Excavator - Medium	HR	\$215.00
3	Excavator with Mulching Head	HR	\$250.00
4	Skid Steer Loader	HR	\$150.00
5	Dump Truck -Tandem	HR	\$125.00
6	Dump Truck – Tri-axle	HR	\$125.00
7	Motor Grader - Medium	HR	\$220.00
8	Dozer- Small	HR	\$205.00
9	Dozer- Medium	HR	\$225.00
10	Laborer	HR	\$100.00
11	Vibratory Roller – Small	HR	\$180.00
12	Vibratory Roller - Medium	HR	\$195.00
13	Topsoil	CYD	\$50.00

SUB-CONTRACTORS:

COMPANY	CONTACT	PHONE	WORK PROPOSED	%
Reynolds	Brian Reynolds	339-0158	Striping	N/A

ADDENDUM

The undersigned hereby acknowledges receipt of the following Addenda (if any): **NONE**

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

ATTACHMENTS REQUIRED:

1. Bid Bond in the amount of \$5,000.
2. Bidder's Required Certifications Affidavit Signed and Notarized.
3. All additional information as required within the Technical Specifications.

PREFERENCE TO KENTUCKY BIDDERS

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

Bidder is a resident of the following state: Kentucky

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

BID DOCUMENTS:

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

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid. Additionally, the Bidder has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be performed.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: Jim Smith Contracting Co., LLC

BY: Brian McReynolds  DATE: 01/28/2026

TITLE: VP Operations

ADDRESS: 1108 Dover Road

Grand Rivers, KY 42045

PHONE: 270-362-8661 FAX: 270-362-9797

CELL PHONE: 270-205-0811 E-MAIL: brian@jscky.com

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 61-1380786

KENTUCKY STATE REGISTRATION NUMBER: 02-618

CITY OF PADUCAH BUSINESS LICENSE NUMBER: 2677

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

2026-2027 Resurfacing Program

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

1. NON-COLLUSION

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

2. WORKERS' COMPENSATION AFFIDAVIT

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

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

3. CAMPAIGN FINANCE LAWS

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

4. KRS 45A.343

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

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

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

5. KY DEPT OF REVENUE

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

6. STATE TAXES AND FEES

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

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

Signature: [Signature]
Printed Name: Brian McReynolds
Title: VP Operations
Company: Jim Smith Contracting Co., LLC
Date: 01/28/2026

STATE OF Kentucky)
COUNTY OF Livingston)

The foregoing instrument was sworn to and acknowledged before me this 27 day of January, 2026, by Brian McReynolds, VP Operations (title) of Jim Smith Contracting Co., LLC (Name of Company).

My commission expires: 1/19/2027



FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Jim Smith Contracting
(Name of Principal - Bidder)

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America
(Name of Surety - Insurance Company)

a Corporation duly organized under the laws of the State of CT
(State)

as Surety, hereinafter called the Surety, are held and firmly bound unto the **CITY OF PADUCAH, KENTUCKY**, as Obligee, hereinafter called the Obligee, in the sum of:

\$ 5,000.00 (Five Thousand Dollars and Zero Cents)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for 2026-2027 Stret Resurfacing Program
(Name of Project)

Dated 1/28/2026 to the **CITY OF PADUCAH, KENTUCKY**, Obligee.

NOW, THEREFORE:

If the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract documents and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PRINCIPAL: Signed and sealed this 28th day of January 2026.

Jim Smith Contracting
(Principal - Bidder)

VP OPERATIONS
(Title)

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Lori Hall, certify that I am the Corporate Secretary of the Corporation named as Principal in the within Bond; that Brian McReynolds who signed the said Bond on behalf of the Principal was then VP Operations of said Corporation; that I knew his/her signature, and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its governing body.

Lori Hall
(Principal- Bidder Corporate Secretary)

(Corporate Seal)

SURETY: Signed and sealed this 28th day of January 2026.

Travelers Casualty and Surety Company of America
(Surety - Insurance Company)

Erica Thomas
(Title) Erica Thomas, Attorney-in-Fact



Attach Surety Power of Attorney



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Erica Thomas of Oak Brook, IL, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 4th day of March, 2024.



State of Connecticut

City of Hartford ss.

By: 
Bryce Grissom, Senior Vice President

On this the 4th day of March, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this January 28, 2026




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Certificate No.
A - 2025
02618

Certificate of Eligibility

Issued By
Commonwealth of Kentucky
Transportation Cabinet

This certifies that **JIM SMITH CONTRACTING COMPANY LLC**
1108 DOVER RD
GRAND RIVERS, KY 42045

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of **UNLIMITED**. This certificate which expires **December 31, 2025** is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

Types of Work

- A GRADE AND DRAIN
- B PORTLAND CEMENT CONCRETE PAVING
- C1 ASPHALT PAVING OPTION B
- C2 ASPHALT PAVING OPTION A
- E1 BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN
- E2 BRIDGES NOT MORE THAN 100 FT. CLEAR SPAN
- E3 BRIDGES 100 FT. CLEAR SPAN AND OVER
- E5 BRIDGES OVER NAVIGABLE STREAMS

Date Issued: **April 22, 2025**

By

State Highway Engineer
Department of Highways

**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

AGREEMENT FOR THE 2026-2027 RESURFACING PROGRAM

THIS AGREEMENT, made this _____ day of _____, 2026 by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and _____, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the **2026-2027 RESURFACING PROGRAM**. All Work shall be in accordance with this Agreement, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the Engineering Department of the City of Paducah shall, in all respects, be acting as both Engineer and agent for the Owner, City of Paducah. All work done by the Contractor shall be completed under the general supervision of the Engineer.

ARTICLE 2. CONTRACT TIME

This Contract shall be binding upon the City and the Contractor, his partners, successors, assigns, and legal representatives for remaining portion of the 2026 calendar year and the 2027 calendar year ending December 31, 2027. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

The term of the contract may be renewable for an additional one-year term, ending December 31, 2028, upon the mutual agreement of both parties. The City Engineer, acting as agent for the Owner, shall determine, in his sole discretion, the option to renewal. If agreed, this renewal option will be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The City reserves the right to have said contract work completed at the quoted prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the Contractor be bound to complete the work at these prices past December 31, 2027.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract at the rates listed below for Asphalt Milling and Resurfacing work as quoted in the Bid Proposal by the Contractor dated January 28, 2026, which shall constitute full compensation for the work and services authorized herein. The Contractor agrees that no minimum amount of purchase shall be required.

Contract Unit Prices shall begin upon execution of this Agreement. Said Contract Unit Prices may be adjusted in accordance with Section 109.07 "Price Adjustments" of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

RESURFACING UNIT PRICES

RESURFACING

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Bituminous Surface/Base	Ton	\$113.00
2.	Milling Texture	Ton	\$65.00
3.	Shoulder Construction	Ton	\$55.00

PAVEMENT MARKINGS

ITEM			UNIT BID
<u>NO</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
1	Paint – 4” Line	L.F.	\$.60
2	Paint – 12” Stop Lines	L.F.	\$1.30
3	Paint – 24” Stop Lines	L.F.	\$2.25
4	Paint – Straight Arrow	Each	\$55.00
5	Paint - Turn Arrow	Each	\$55.00
6	Paint - Combination Arrow	Each	\$95.00
7	Paint – 8” Crosswalks	L.F.	\$.80
8	Paint - "School"	Each	\$75.00
9	Paint - RR Crossings	Each	\$255.00
10	Paint – “STOP”	Each	\$75.00
11	Paint – “ONLY”	Each	\$75.00
12	Paint – Handicap Symbol	Each	\$80.00
13	Paint – 4” Parking Lot Lines	L.F.	\$.70
14	Thermo – 4” Line	L.F.	\$1.50
15	Thermo – 12” Stop Lines	L.F.	\$8.50
16	Thermo – 24” Stop Lines	L.F.	\$17.00
17	Thermo – Straight Arrow	Each	\$160.00
18	Thermo - Turn Arrow	Each	\$160.00

19	Thermo – Combination Arrow	Each	\$265.00
20	Thermo – 8" Crosswalks	L.F.	\$6.00
21	Thermo - "School"	Each	\$310.00
22	Thermo - RR Crossings	Each	\$920.00
23	Thermo – “STOP”	Each	\$250.00
24	Thermo – “ONLY”	Each	\$250.00

EQUIPMENT RENTAL

ITEM NO	DESCRIPTION	UNIT	PRICE
1	Excavator – Small	HR	\$190.00
2	Excavator - Medium	HR	\$215.00
3	Excavator with Mulching Head	HR	\$250.00
4	Skid Steer Loader	HR	\$150.00
5	Dump Truck -Tandem	HR	\$125.00
6	Dump Truck – Tri-axle	HR	\$125.00
7	Motor Grader - Medium	HR	\$220.00
8	Dozer- Small	HR	\$205.00
9	Dozer- Medium	HR	\$225.00
10	Laborer	HR	\$100.00
11	Vibratory Roller – Small	HR	\$180.00
12	Vibratory Roller - Medium	HR	\$195.00
13	Topsoil	CYD	\$50.00

ARTICLE 4. PROGRESS PAYMENTS

The Contractor may submit each month, and no more than once a month, a Request for Payment for Work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty, (30) days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent (10%) retainage may be held until final completion and acceptance of the work.

Compensation for any “Price Adjustments” agreed to by the City Engineer will be paid in accordance with Section 109.07.03 of the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, latest edition.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due sixty, (**60**) days after substantial completion of the work, provided the work will then be fully completed and the Contract fully performed in accordance with the specifications.

ARTICLE 6. THE CONTRACT DOCUMENTS

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

IN WITNESS WHEREOF:

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

CONTRACTOR

CITY OF PADUCAH, KENTUCKY

BY _____

BY _____
George Bray, Mayor

TITLE _____

ADDRESS:

ADDRESS:

Post Office Box 2267
Paducah, Kentucky 42002-2267

**City of Paducah – Engineering Department
2026-2027 Resurfacing Program
Bid Opening – January 28, 2026 10:00 a.m.**

BID TABULATION

ONE BIDDER – RECOMMEND ACCEPTANCE:

**Jim Smith Contracting Co., LLC
1108 Dover Road
Grand Rivers, KY 42045**

RESURFACING

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Bituminous Surface/Base	Ton	\$113.00
2.	Milling Texture	Ton	\$65.00
3.	Shoulder Construction	Ton	\$55.00

PAVEMENT MARKINGS

ITEM			UNIT BID
<u>NO</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
1	Paint – 4” Line	L.F.	\$0.60
2	Paint – 12” Stop Lines	L.F.	\$1.30
3	Paint – 24” Stop Lines	L.F.	\$2.25
4	Paint – Straight Arrow	Each	\$55.00
5	Paint - Turn Arrow	Each	\$55.00
6	Paint - Combination Arrow	Each	\$95.00
7	Paint – 8” Crosswalks	L.F.	\$0.80
8	Paint - "School"	Each	\$75.00
9	Paint - RR Crossings	Each	\$255.00
10	Paint – “STOP”	Each	\$75.00
11	Paint – “ONLY”	Each	\$75.00

12	Paint – Handicap Symbol	Each	\$80.00
13	Paint – 4" Parking Lot Lines	L.F.	\$0.70
14	Thermo – 4" Line	L.F.	\$1.50
15	Thermo – 12" Stop Lines	L.F.	\$8.50
16	Thermo – 24" Stop Lines	L.F.	\$17.00
17	Thermo – Straight Arrow	Each	\$160.00
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21	Thermo - "School"	Each	\$310.00
22	Thermo - RR Crossings	Each	\$920.00
23	Thermo – “STOP”	Each	\$250.00
24	Thermo – “ONLY”	Each	\$250.00

EQUIPMENT RENTAL

ITEM NO	DESCRIPTION	UNIT	HOURLY PRICE
1	Excavator – Small	HR	\$190.00
2	Excavator - Medium	HR	\$215.00
3	Excavator with Mulching Head	HR	\$250.00
4	Skid Steer Loader	HR	\$150.00
5	Dump Truck -Tandem	HR	\$125.00
6	Dump Truck – Tri-axle	HR	\$125.00
7	Motor Grader - Medium	HR	\$220.00
8	Dozer- Small	HR	\$205.00
9	Dozer- Medium	HR	\$225.00
10	Laborer	HR	\$100.00
11	Vibratory Roller – Small	HR	\$180.00
12	Vibratory Roller - Medium	HR	\$195.00
13	Topsoil	CYD	\$50.00

Kentucky State police announces local traffic safety checkpoints

MAYFIELD — Kentucky State Police Post 1 is conducting traffic safety checkpoints throughout the region it serves, which includes Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Livingston, Lyon, McCracken, Marshall and Trigg counties.

At each checkpoint, troopers will check drivers for compliance with motor-vehicle laws, such as appropriate vehicle registration and insurance, valid driver's licenses and driving under the influence.

KSP Post 1 said drivers who encounter checkpoints should have their driver's license, vehicle registration receipt and proof of insurance within easy reach. People who have those materials readily available and have not violated the law can expect the checkpoint process to take roughly 30 seconds to a few minutes if road congestion is minimal.

Checkpoints in McCracken County include:

- U.S. 60 at U.S. 62 (Ledbetter Bridge intersection)
- KY 286 at KY 726 (McKendree Church Road)
- KY 450 at Puryear Highway
- KY 994 (Old Mayfield Road) at KY 1014 (Houser Road)

Other checkpoint locations in the KSP Post 1 district include:

- BALLARD COUNTY**
- U.S. 51 at old KSP/CVE Scale Facility
 - U.S. 60 at Crystal Lake Road
 - U.S. 60 at KY 2532 (Apperson Road)
 - U.S. 60 at Bill Corner Road
- CALLOWAY COUNTY**
- KY 2547 at Barber Drive
 - KY 94 East at KY 280
 - KY 121 South from mile point 3.187 to mile point 3.690 near Buchanan Lane
 - KY 280 at Cohoon Road
 - KY 94 at KY 893 (Lynn Grove)
 - KY 299 at KY 464 (Kirksey)
 - North 16th at Campbell St. (Murray)
- CARLISLE COUNTY**
- U.S. 51 at KY 80 (Arlington)
 - KY 80 at KY 307
- FULTON COUNTY**
- KY 125 at KY 166
 - KY 129 at the Fulton County/Hickman County line
- GRAVES COUNTY**
- U.S. 45 South at KY 339 Wingo
 - U.S. 45 South at KY 1748
 - KY 94 at KY 381 Lynnville
 - KY 849 at KY 1684
 - KY 303 at KY 339 (four-way stop)
 - U.S. 45 at KY 121
 - KY 94 at KY 97

- KY 131 at KY 348
- HICKMAN COUNTY**
- U.S. 51 at KY 1529
 - KY 58 at KY 307
 - KY 123 at KY 239
 - KY 129 at the Fulton/Hickman County line
- LIVINGSTON COUNTY**
- KY 453 Coon Chapel Road at or about mile point 13.990
 - U.S. 60 at or about former Ledbetter Elementary School between mile point 5.5 and mile point 5.8
 - U.S. 60 from mile point 29 to mile point 29.059 at or about the Livingston County/Crittenden County line
- LYON COUNTY**
- U.S. 62 at or about the Eddyville Industrial Park
 - U.S. 62 at KY 810 South
 - KY 93 South at the KY 293 and 1055 intersection
 - U.S. Forest Service Woodlands Trace at or near the entrance to Land Between the Lakes
 - U.S. 62 at the Caldwell County line
- MARSHALL COUNTY**
- U.S. 68 at KY 95
 - U.S. 641 at KY 1422
 - KY 348 between mile point 4.7 and mile point 5.0 (near Meadowbrook Circle)
 - KY 402 at KY 1364
- TRIGG COUNTY**
- KY 124 at West End Street
 - KY 128 at Dunkerson Road
 - KY 274 at Goose Hollow Road
 - KY 274, west of John Woodruff Bridge (near entrance to boat ramp)

DUPLICATE BRIDGE

Paducah Duplicate Bridge Club is an open, not-for-profit organization that welcomes new players.

For information, call 270-564-2823.

TUESDAY AFTERNOON Flight A

1. Peggy Eastburn — Bill Lentz.
2. Pam Fee — Tommy Taylor.
3. Paul Quayle — Dennis Bristol.
4. Tom Wynn — Joel Pendergraft.
5. Judy Shepherd — Jane Bright.

Flight B

1. Peggy Eastburn — Bill Lentz.
2. Pam Fee — Tommy Taylor.
3. Paul Quayle — Dennis Bristol.
4. Judy Shepherd — Jane Bright.

Flight C

1. Linda Steele — Danny Edwards.
2. Vicki Brantley — Tim Bonner.

THURSDAY AFTERNOON Flight A

1. Dennis Rose — Ron Brockman.
2. Janet Jones — Chuck Wiese.
3. David & Joyce Saxon.
4. Janet Brotherson — A.D. Wright.
5. Michael & Peggy Eastburn.
6. Bill Lentz — Jane Baker.

Flight B

1. Janet Jones — Chuck Wiese.
2. David & Joyce Saxon.
3. Janet Brotherson — A.D. Wright.
4. Michael & Peggy Eastburn.
5. Bill Lentz — Jane Baker.

Flight C

1. Janet Jones — Chuck Wiese.
2. David & Joyce Saxon.

MAYFIELD Friday Night

- 1-3. (tie) Vicki Brantley — Tim Bonner, Tom & Maxine Wynn, Dennis Rose — Jane Baker.
4. Susie Peck — Danny Edwards.

ANSWER TO L.A. TIMES PUZZLE (RIGHT)

A	D	B	E	N	S	d	V	L	J	L	O	T	E	W	V	H	S
T	V	E	N	O	S	V	I	H	S	V	I	E	N	I	T	S	O
S	E	G	V	M	O	S	T	V	E	T	I	O	I	V	S	O	W
H	V	E	O	L	H	V	E	W	O	H	F	G	N	I	T	T	I
D	E	O	T	I	G	S	E	W	O	I	S	V	O				
						N	V	M	O	I	E	H	V	O	N	E	B
E	T	B	B	V	B	E	H	L	J	T	V	H	S	E	G	I	B
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d	n	e	e	l	e	d	o	d									
v	h	d	t	v													

www.paducahsun.com

Los Angeles Times Sunday Crossword Puzzle

Edited by Patti Varol

“REPAIR WORK” BY JILL SINGER

ACROSS

- 1 Bottom of a platter?
- 6 Singer Guthrie
- 10 Actress Mireille
- 14 Beta preceider
- 19 Solo
- 20 Shakespearean king
- 21 Catholic leader
- 22 Prepare for a long drive
- 23 Santa Ana
- 24 Miami—County
- 25 Risks a “TMI” response
- 27 Irresistibly cute river animal?
- 30 Video game thief
- 31 Learning ctr.
- 32 Pastoral people of Kenya
- 33 Actor Sean
- 36 Equivalent
- 38 Update a cartographer’s work
- 42 “Get that pool float out of my way!”?
- 47 Fury
- 49 Obey, with “by”
- 50 Early show since 1975, briefly
- 51 Aspiring atty.’s hurdle
- 53 Freelancer’s job
- 54 — a one
- 55 Question about a new romantic partner?
- 61 Ostrich kin
- 62 Sausages served with sauerkraut, for short
- 63 Sonoma product
- 64 Swimmer’s unit
- 65 “Have a bite”
- 67 Juniper-flavored liquor
- 68 Huge favors
- 72 Zoo doc
- 73 Prayer ender
- 75 Astonish
- 77 “— Maria”
- 78 Photo taken as milk spreads over a table?
- 83 Figure skating gold medalist
- 84 Nathan
- 85 Email signature info
- 85 Catches
- 86 Apple variety
- 87 Bars under cars
- 88 Gulf of Mexico structures
- 91 Goo or ga, for a baby?

DOWN

- 1 Glimpsed
- 2 — crest: pelvis
- 3 Disco legend
- 4 “Return of the Jedi” forest moon
- 5 Brit’s close pal
- 6 Like some pasta
- 7 admiral
- 8 British title
- 9 Cookies similar to Trader Joe’s
- 10 Joe-Joe’s
- 11 Momentous
- 12 Enticing words on a gift box
- 13 Sealy rival
- 14 Fundamentally
- 15 Less raked
- 16 Home of the Spectacled Bear
- 17 Shades
- 18 Church recess
- 26 Soon-to-be grads
- 28 Musician and radio host John
- 29 The Tritons of the NCAA
- 34 Gold block
- 35 Spanish “Stop!”
- 37 Honeydew, e.g.
- 39 Crèche figures
- 40 Opposin’
- 41 Simon of “The Boys”
- 42 Impressionist
- 43 “The Light We Carry” writer
- 44 Self-replicating malware
- 45 Ice cream maker Joseph
- 46 Paddle kin
- 47 Shipbuilding wood
- 48 Empty
- 52 Take to court
- 55 Cuneiform, e.g.
- 56 Panama, for one
- 57 “Dallas” surname
- 58 — and yang
- 59 Wise one
- 60 Massage locale
- 62 Page
- 66 Den sets
- 67 X, Y, or Z intro
- 68 Purse
- 69 Hindi title
- 70 Rejoice with pride
- 71 Get a feeling about
- 73 Clerical robe
- 74 “Supernatural” actor Collins
- 75 Rare Italian violin
- 76 “— Man”:
- 78 Mustang roof option
- 79 Successor
- 80 French pronoun
- 81 Vegas
- 82 Raiders
- 83 Global finance org.
- 87 Was almost out of
- 89 Win back
- 90 Waiting, perhaps
- 92 Coveted territory in the air?
- 93 Brickmaker
- 94 “That’s disgusting!”
- 95 Angler’s supply
- 97 “—, ergo sum”
- 100 “I know this is wrong,” from an editor
- 101 Spy collection
- 103 Like some watches
- 105 Silas of the Continental Congress
- 106 Enthusiastic
- 107 Anticipate with fear
- 108 Engineered foods, for short
- 109 — Hashana
- 110 Cuba, por ejemplo
- 111 Like an open can of soda, eventually
- 112 Director Kazan
- 113 “Right now!”
- 117 Underhanded

McCRACKEN CO. | GRAVES CO. | MARSHALL CO. | LYON CO. | CALDWELL CO. | MASSAC CO.

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PUBLIC NOTICE

The City of Paducah, Engineering Department will receive bids for the City of Paducah's **2026-2027 Resurfacing Program** at 10 A.M., Wednesday, January 28, 2026. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, KY. Copies of specifications may be obtained at the office of the Engineering Department located in City Hall. More information regarding this project may be found at the City of Paducah's website: www.paducahky.gov under Request for Bids.

Cash In With The Classifieds

Agenda Action Form

Paducah City Commission

Meeting Date: February 10, 2026

Short Title: Amend Code of Ordinances to Authorize Golf Carts - **L. PARISH**

Category: Ordinance

Staff Work By: Lindsay Parish, Brian Laird, Greg Guebert,
Michelle Smolen, Daron Jordan
Presentation By: Lindsay Parish

Background Information: This ordinance allows golf carts to operate on City of Paducah streets with posted speed limits of **25 mph** or less. Golf carts must be inspected by the McCracken County Sheriff's Office, permitted by the Paducah Police Department, insured, and operated only between sunrise and sunset. Operators must hold a valid driver's license, display a slow-moving vehicle emblem, and follow all traffic laws. Golf carts may cross state-maintained roadways where the speed limit is 35 mph or less, but cannot be driven along those roadways.

A \$25 permit is required, valid until the golf cart changes ownership. The Police Department may deny, suspend, or revoke permits for safety or compliance violations, with appeal rights through the City Manager.

Exemptions are provided for city-owned golf carts, riverboat tourism shuttles at the riverfront, and carts used within permitted special events. Violations are misdemeanors, punishable by up to 30 days in jail and/or by fines of \$20 to \$500. The ordinance ensures safe and consistent operation of golf carts within city limits.

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. Golf Carts Final

ORDINANCE NO. 2025-_____-_____

AN ORDINANCE CREATING A NEW ARTICLE OF CHAPTER 110, TRAFFIC AND VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY, RELATED TO GOLF CARTS

WHEREAS, the Kentucky Revised Statutes authorizes cities to permit the operation of golf carts on City streets by the adoption of an appropriate ordinance; and,

WHEREAS, it is in the best interests of the City to adopt the authorized ordinance.

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

Section 1. Recitals and Authorizations. That a new Article of Chapter 110, Golf Carts, of the Code of Ordinances, of the City of Paducah, Kentucky, hereby be enacted as follows:

ARTICLE VII. OPERATION OF GOLF CARTS ON CITY STREETS.

SEC. 110-345. Definitions.

As used in this Article: “Golf Cart” shall mean any self-propelled vehicle that is designed for the transportation of players or maintaining equipment on a golf course, while engaged in the playing of golf, supervising the play of golf, or maintaining the condition of the grounds on a golf course, and as further defined in the Kentucky Revised Statutes, including, but not limited to, KRS 189.286.

SEC. 110-346. Authorized Public Streets.

All public streets under the jurisdiction of the City of Paducah with a speed limit of twenty-five (25) miles per hour or less may be used for the operation of golf carts.

SEC. 110-347. Operation of Golf Carts.

- a) Any golf cart operating on streets under the jurisdiction of the City of Paducah shall be inspected by a certified inspector designated by the McCracken County Sheriff and certified through the Department of Vehicle Regulation to ensure it complies with the requirements of this Article and KRS 189.286 and issued a permit by the City of Paducah Police Department. The proof of inspection issued by the County Sheriff and the city permit shall be kept in the golf cart at all times of operation on a public roadway. This permit shall only be valid as long as the original permittee owns the golf cart.
- b) Any permitted golf cart shall be insured in compliance with KRS 304.39-080.
- c) The operator of the golf cart shall not cross a roadway at an intersection where the roadway being crossed has a posted speed limit of more than thirty-five (35) miles per hour.

- d) The operator shall have a valid operator's license in his possession.
- e) The golf cart shall only be operated on public streets between sunrise and sunset.
- f) The permitted golf cart shall display a slow-moving vehicle emblem in compliance with KRS 189.820.
- g) Any person operating a golf cart on a public roadway shall be subject to the traffic regulations of KRS Chapter 189.
- h) The operator shall comply with all applicable codes and regulations of the City of Paducah, including but not limited to regulations governing parking and nuisance activities.
- i) The provisions of this Article shall not apply to a golf cart that is not used on a public roadway except to cross a roadway while following a golf cart path on a golf course.
- j) Nothing in this Article shall be interpreted to allow golf carts to be operated in bike lanes, on sidewalks, or on multi-use paths including but not limited to the Greenway Trail. Nothing in this Article shall be construed to authorize the operation of golf carts along or upon state-maintained roadways within the City of Paducah. However, golf carts may cross a state-maintained roadway within the jurisdictional boundaries of the City only at locations where the posted speed limit is thirty-five (35) miles per hour or less.

SEC. 110-348. Golf Cart Permitting.

- a) **Permit Required.** No person shall operate a golf cart on public streets under the jurisdiction of the City of Paducah without first obtaining a valid permit issued by the Paducah Police Department pursuant to this section.
- b) **Application Process.**
Each applicant shall submit a completed application form to the Paducah Police Department. The application shall include:
 - 1. Proof of a completed inspection by the McCracken County Sheriff's Office, as required by KRS 189.286;
 - 2. Proof of insurance in compliance with KRS 304.39-080;
 - 3. A valid driver's license of the applicant; and
 - 4. Payment of a nonrefundable permit fee of twenty-five dollars (\$25.00).
- c) **Issuance and Validity.**
Upon approval, the Police Department shall issue a permit decal that must be affixed in a clearly visible location on the rear exterior of the golf cart. The permit shall remain valid until the golf cart is sold or transferred to another owner, at which time the new owner must apply for a new permit.
- d) **Revocation, Suspension and Denial of Permit.**
 - 1. The City may revoke or suspend any permit for violation of this Article, reckless operation, or other public safety concerns.

2. The Paducah Police Department may deny a permit if the applicant fails to meet the requirements of this section or if the proposed golf cart is deemed unsafe for operation on public roads.
3. Any person whose golf cart permit application has been denied or whose issued permit has been suspended or revoked by the Paducah Police Department may submit a written appeal to the City Manager within ten (10) business days of receiving notice of the denial, suspension, or revocation.
4. The City Manager or their designee shall review the appeal and issue a written decision within fifteen (15) business days.
5. The decision of the City Manager shall be final and binding.

SEC. 110-349. Exemptions from Certain Regulations.

A golf cart permitted by this Article is not considered to be a motor vehicle and is exempt from title requirements of KRS 186.020, vehicle registration requirements of KRS 186.050, and emissions compliance certificates pursuant to KRS 224.20-720.

SEC. 110-350 Exceptions for Special Events & Tourism.

a) The provisions of this Article shall not apply to golf carts operated solely within the confines of a permitted special event under Article VI of Chapter 98, provided that:

1. The golf cart is used exclusively by authorized event organizers, staff, or vendors;
2. The golf cart is not operated on public roadways outside the designated special event area;
3. The event organizer has obtained written approval from the City as part of the special event permit, which includes provisions for golf cart use.

b) The provisions of this Article shall not apply to golf carts operated by the Paducah Convention and Visitors Bureau, River Cruise lines, or their designees docked at the Paducah Riverfront, which are used only to assist with accessibility for passengers at the Foot of Broadway.

SEC. 110-351. Exemption for City-Owned Golf Carts.

Golf carts owned and operated by the City of Paducah, or its designated departments or agencies, shall be exempt from the permitting and inspection requirements of this Article, provided that:

- a) The golf cart is operated solely for official municipal business;
- b) The vehicle is maintained in safe working condition and includes, at a minimum, operational headlights and taillights if operated at night; and
- c) The golf cart is not used for personal or recreational purposes by City personnel.

SEC. 110-352. Penalty.

Any person who violates any provision of this Article, for which no specific penalty is otherwise provided, shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine of not

less than twenty dollars (\$20.00) nor more than five hundred dollars (\$500.00), or imprisonment for a period not exceeding thirty (30) days, or both such fine and imprisonment.

SECTION 2. Severability. 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 independently of each other.

SECTION 3. Effective Date. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424. However, applications will not be accepted by the Police Department until April 1, 2026.

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, _____

ORD\ Golf Carts Final

Agenda Action Form

Paducah City Commission

Meeting Date: February 10, 2026

Short Title: Authorize a Street Name Change From Downs Drive to Steve Doolittle Drive - **MAYOR BRAY**

Category: Ordinance

Staff Work
By: Melanie
Townsend
Presentation
By: Mayor George
Bray

Background Information: A RESOLUTION was received from the McCracken County Fiscal Court requesting that the street named Downs Drive be renamed to "Steve Doolittle Drive." This road connects Park Avenue to the new Paducah Sports Park.

The McCracken County Sports Tourism Commission has also voted to name the internal roadway at Paducah Sports Park Steve Doolittle Drive.

The only address affected will be 150 Downs Dr, which is owned by the McCracken County Fiscal Court and is associated with the Paducah Sports Park.

If approved, renaming this street will require an address change in all records associated with the affected parcel. Examples of records that will need to be revised include, but are not limited to, all mail and postal delivery records; all state, county, city, and mapping records; utilities; 911, Police, Fire, and GPS services.

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: Adopt an Ordinance authorizing the street name of Downs Drive to be changed to Steve Doolittle Drive.

Attachments:

1. ORD st name change-Downs Drive to Steve Doolittle Drive
2. McCracken Co Fiscal Court_Resolution_2025-10_re-Downs Dr
3. Downs Dr_area map

ORDINANCE NO. 2026-____ - _____

AN ORDINANCE RENAMING “DOWNS DRIVE” AS “STEVE DOOLITTLE DRIVE”

WHEREAS, the McCracken County Fiscal Court adopted Resolution No. 2025-10 formally requesting that the City of Paducah rename the street known as “Downs Drive” to “Steve Doolittle Drive,” said street being located within the corporate limits of the City of Paducah and connecting Park Avenue to the Paducah Sports Park; and

WHEREAS, Steven D. Doolittle served the City of Paducah and McCracken County for more than thirty-five (35) years in numerous leadership and public service roles, and was widely respected for his knowledge of government, work ethic, and dedication to the community; and

WHEREAS, the only address affected by this street name change is 150 Downs Drive, which is owned by the McCracken County Fiscal Court and associated with the Paducah Sports Park; and

WHEREAS, the City of Paducah Board of Commissioners has the authority to rename streets within the corporate limits of the City and finds that renaming Downs Drive to Steve Doolittle Drive is appropriate, reasonable, and in the public interest.

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

SECTION 1. That the public street currently known as “Downs Drive” is hereby renamed “Steve Doolittle Drive.”

SECTION 2. That all official records associated with the affected parcel, including but not limited to mail and postal delivery records, state, county, and city records, mapping and geographic information systems, utilities, and emergency services

including 911, Police, Fire, and GPS services, shall be updated to reflect the new street name.

SECTION 3. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, Clerk

Introduced by the Board of Commissioners, January 27, 2026

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

ord\eng/st/st name change-Downs Drive to Steve Doolittle Drive

**COMMONWEALTH OF KENTUCKY
MCCRACKEN COUNTY FISCAL COURT
RESOLUTION NO. 2025 – 10**

**A RESOLUTION OF THE COUNTY OF MCCRACKEN,
KENTUCKY REQUESTING THE CITY OF PADUCAH,
KENTUCKY BOARD OF COMMISSIONERS TO RENAME
DOWNS DRIVE TO STEVE DOOLITTLE DRIVE.**

WHEREAS, Steven D. Doolittle was a dedicated public servant who worked in many leadership positions for the City of Paducah and the County of McCracken for a period of over 35 years prior to his passing; and

WHEREAS, Mr. Doolittle was well respected for his many great traits, including his knowledge of government matters, ability to resolve issues, and his work ethic, and was the true definition of a public servant; and

WHEREAS, Mr. Doolittle loved his community, and he served it by devotedly working on many major projects, including the original planning of the Greenway Trail, the land purchase for the Carson Center, the 911 system upgrade, the Lower Town redevelopment, Industrial Park West, Triple Rail projects, Jail improvements, and many more; and

WHEREAS, in Kentucky and across the United States of America, roads are named in honor of various individuals, including veterans, law enforcement officers, public servants, athletes, and local community members; and

WHEREAS, the McCracken County Fiscal Court believes that naming a road in honor of Mr. Doolittle is a fitting tribute, and desires the road within the corporate limits of the City of Paducah known as Downs Drive be changed to Steve Doolittle Drive; and

WHEREAS, the City of Paducah Board of Commissioners has the authority to make said change, and the Fiscal Court requests their action in accord with this Resolution; and

WHEREAS, the McCracken County Sports Tourism Commission voted to name the internal roadway of the Paducah Sports Park Steve Doolittle Drive and recommended to the City of Paducah to change the name of Downs Drive to Steve Doolittle Drive.

**NOW, THEREFORE, BE IT RESOLVED BY MCCRACKEN COUNTY, KENTUCKY,
AS FOLLOWS:**

The McCracken County Fiscal Court hereby requests that the City of Paducah Board of Commissioners take the necessary actions to rename that roadway within the corporate limits of the City of Paducah known as Downs Drive to Steve Doolittle Drive.

[SIGNATURE PAGE FOLLOWS]

APPROVED THIS 15th DAY OF DECEMBER 2025, BY THE MCCRACKEN
COUNTY FISCAL COURT.

BY: 
Craig Z. Clymer
McCracken County Judge Executive

ATTEST: 
Fiscal Court Clerk

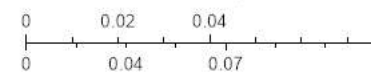
ArcGIS Web Map



1/15/2026, 11:42:31 AM

- Paducah City Limits
- McCrackenRoadCenterlines
- US Highway
- Paducah Addresses
- City Street
- Parcels
- State Route
- AGOL Parcels

1:2,217



Agenda Action Form

Paducah City Commission

Meeting Date: February 10, 2026

Short Title: Melody Lane Street Acceptance Plat Approval and Surety Agreement Approval - **G. GUEBERT**

Category: Ordinance

Staff Work
By: Melanie
Townsend
Presentation
By: Greg
Guebert

Background Information: In August 2025, a Waiver of Subdivision was approved for Chapman Property Development, LLC.

On September 15, 2025, the Paducah Engineering Department approved a Site Development Plan for the Vermont Street Apartments.

On January 6, 2026, the Paducah Engineering Department received the final Street Acceptance Plat for Melody Lane.

The Developer intends to build and dedicate a new street, to be named Melody Lane, to provide access to the new development. The City Engineer required \$150,000 in surety to be submitted for the completion of the public improvements. Chapman Property Development, LLC has submitted a \$150,000 surety in the form of a Subdivision Surety Bond issued by Merchants Bonding Company for completion of the public improvements pursuant to the City of Paducah Ordinances.

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: To adopt an Ordinance authorizing the Mayor to execute the Street Acceptance Plat, Surety Agreement with Chapman Property Development LLC, and accept the dedication of the public improvements as shown on the Street Acceptance Plat for Melody Lane.

Attachments:

1. ORD Melody Lane – Chapman Property Development
2. 100-VERMONT-ST-Signed Site Development Plan
3. Melody Lane_Street Acceptance Plat
4. Melody Lane_Surety Agreement
5. MelodyLane_Surety Bond

ORDINANCE NO. 2026-____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SURETY AGREEMENT WITH CHAPMAN PROPERTY DEVELOPMENT, LLC, ACCEPTING A SUBDIVISION SURETY BOND IN AN AMOUNT OF \$150,000, ACCEPTING THE STREET ACCEPTANCE PLAT FOR MELODY LANE, AND ACCEPTING THE DEDICATION OF PUBLIC RIGHT-OF-WAY AND PUBLIC IMPROVEMENTS

WHEREAS, in August 2025, a Waiver of Subdivision was approved for Chapman Property Development, LLC; and

WHEREAS, on September 15, 2025, the Paducah Engineering Department approved a Site Development Plan for the Vermont Street Apartments; and

WHEREAS, on January 6, 2026, the Paducah Engineering Department received the final Street Acceptance Plat for Melody Lane; and

WHEREAS, the Developer intends to build and dedicate a new street, to be named Melody Lane, to provide access to the new development; and

WHEREAS, Chapman Property Development, LLC has submitted a \$150,000 surety in the form of a Subdivision Surety Bond issued by Merchants Bonding Company for completion of the public improvements pursuant to the City of Paducah Ordinances.

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

SECTION 1. That the City hereby authorizes the Mayor to execute the Surety Agreement with Chapman Property Development, LLC, and all documents related to the same.

SECTION 2. The City hereby accepts the Subdivision Surety Bond in the amount of \$150,000 as security for the completion of all required public improvements associated with Melody Lane, including but not limited to grading, drainage, stormwater facilities, curbs, gutters, paving, right-of-way improvements, and related engineering and administrative requirements, all in accordance with the approved plans and the minimum standards of the City of Paducah Engineering Department and the City of Paducah Code of Ordinances.

SECTION 3. That the dedication of the public right-of-way and public utility easements shown on the Street Acceptance Plat are hereby found to be beneficial to the City of Paducah and shall be, and they are hereby, accepted for public use; however, maintenance responsibility for the public improvements within said right-of-way shall not commence until such improvements have been fully completed, inspected, and accepted by the City of Paducah in accordance with the City of Paducah Code of Ordinances and the terms of the Surety Agreement. The Mayor is hereby authorized to subscribe a certificate of approval on the plat. Further, all connections to the established street, including entrances, private roads, and driveways within the existing right of way are privately maintained features in accordance with Paducah Code of Ordinances Sec. 98-35 and 98-377.

SECTION 4. That if any section, paragraph or provision of this ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every 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 5. This ordinance shall have two separate readings 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*, _____

\\ord\eng\Melody Lane – Chapman Property Development

UTILITY OWNERS:

ELECTRIC:
PADUCAH POWER
1500 NORTH 8TH STREET
PADUCAH, KY 42001
CONTACT: KERRY FULCHER
PHONE: 270-210-4579

TELEPHONE:
AT&T
810 KENTUCKY AVENUE
PADUCAH, KY 42001
CONTACT: ALAN SHELBY
PHONE: 270-444-6382

CABLE:
COMCAST
800 BROADWAY STREET
PADUCAH, KY 42001
CONTACT: STEVE PARMELEY
PHONE: 270-442-6382

STORM WATER:
CITY OF PADUCAH CITY HALL -
ENGINEERING DEPARTMENT
300 SOUTH 5TH STREET, 2ND FLOOR
PADUCAH, KY 42001
CONTACT: GREG GUEBERT, P.E.
PHONE: 270-444-8511

WATER:
PADUCAH WATER
1500 NORTH 8TH STREET
PADUCAH, KY 42001
CONTACT: SCOTT SMITH
PHONE: 270-444-5561

GAS:
ATMOS ENERGY
3510 COLEMAN ROAD
PADUCAH, KY 42001
CONTACT: EDDIE TUCKER
PHONE: 270-443-7235

SANITARY SEWER:
PADUCAH MACCRACKEN COUNTY JSA
621 NORTHWEST STREET
PADUCAH, KY 42001
CONTACT: JOSH WEBB, P.E.
PHONE: 270-575-0056

PLANNING/ZONING:
CITY OF PADUCAH CITY HALL -
PLANNING DEPARTMENT
300 SOUTH 5TH STREET, 2ND FLOOR
PADUCAH, KY 42001
CONTACT: JOSHUA SOMMER, SENIOR
PLANNER
PHONE: 270-444-8690

BURIED UTILITIES NOTE

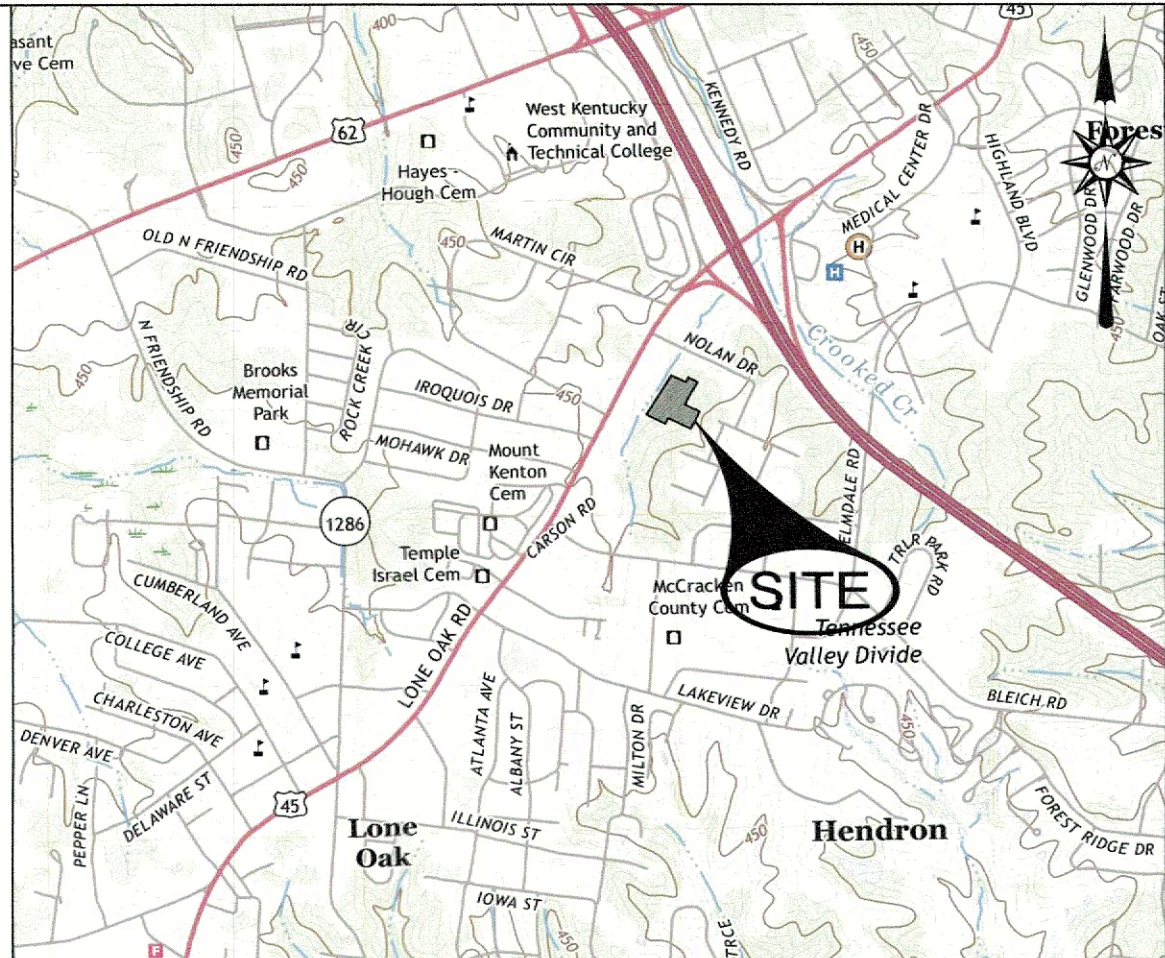
BURIED UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION BASED UPON INFORMATION OBTAINED FROM LOCAL UTILITY COMPANIES AND FIELD EVIDENCE. OTHER BURIED UTILITIES MIGHT EXIST ON THE SUBJECT SITE THAT ARE NOT SHOWN ON THIS DRAWING.

Kentucky 811
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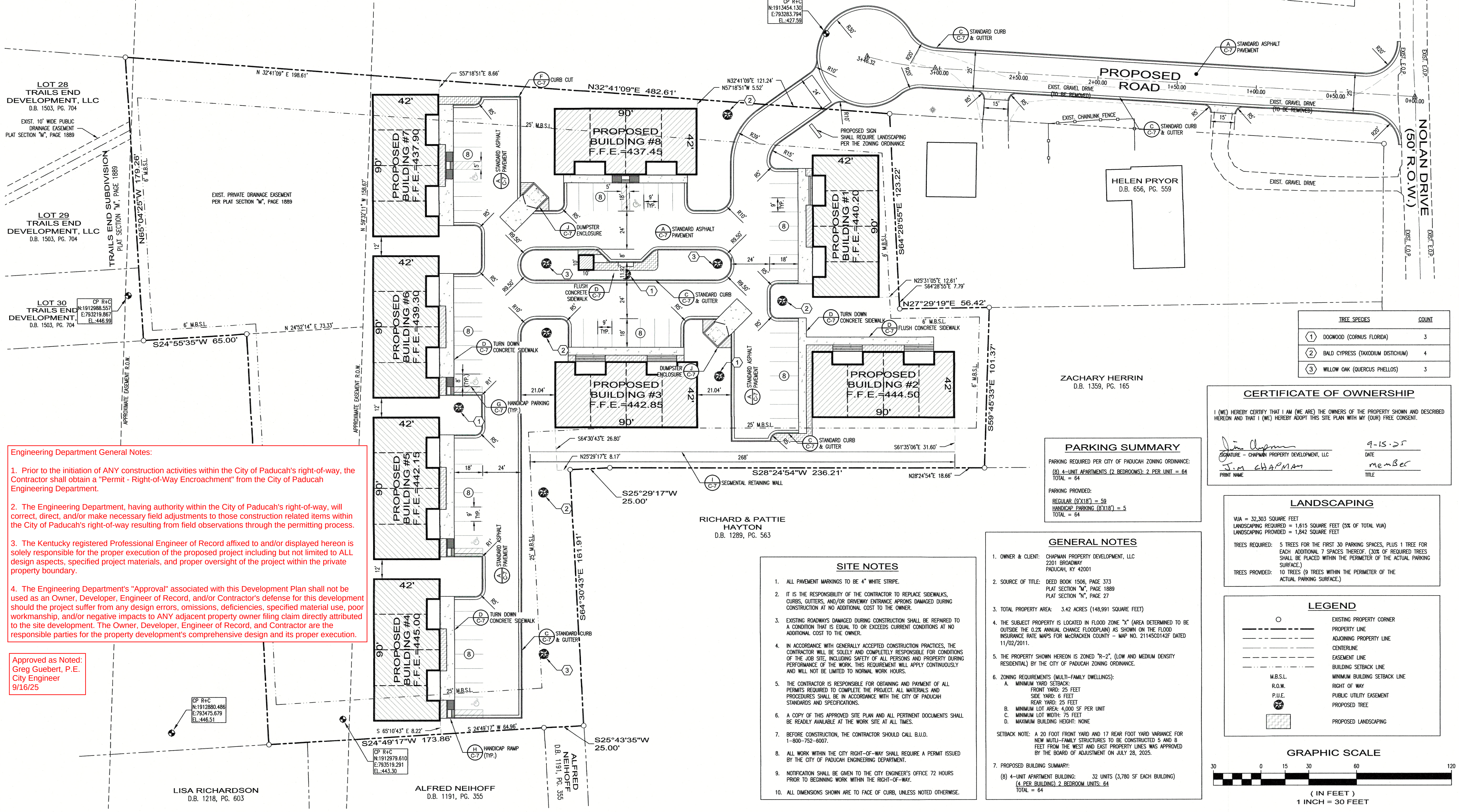
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PAVEMENT

- 1.0 GENERAL
- 1.1 UNDER THIS SECTION THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL MATERIALS, EQUIPMENT AND LABOR TO BRING THE SURFACE TO TRUE LINE AND GRADE AND CONSTRUCT THE BASE AND SURFACE AS DETAILED ON THE PLANS AND SPECIFIED HEREIN.
- 2.0 COMPACTED AGGREGATE BASE
- 2.1 THE COMPACTED AGGREGATE BASE FOR SHOULDERS, ENTRANCES AND ROADWAY PAVEMENTS SHALL BE KENTUCKY DEPARTMENT OF TRANSPORTATION, COMPACTED AGGREGATE BASE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS, KY DOH SECTION 400.
- 2.2 NO CALCIUM CHLORIDE SHALL BE USED IN BASE TO RESEAL ASPHALT.
- 2.3 EACH LIFT OF AGGREGATE SHALL BE COMPACTED WITH A 3-WHEELED OR TANDEM ROLLER, WEIGHING NOT LESS THAN 10 TONS, OR VIBRATING COMPACTORS, UNTIL THE BASE IS COMPACTED TO NINETY-FIVE (95) PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY KY DOH SECTION 400.
- 2.4 IN PLACES INACCESSIBLE TO ROLLING EQUIPMENT, THE REQUIRED COMPACTION MAY BE OBTAINED WITH MECHANICAL TAMPS OR OTHER APPROVED EQUIPMENT.
- 2.5 WEETING OF THE AGGREGATE WILL BE REQUIRED WHEN SO DIRECTED BY THE ENGINEER AT THE EXPENSE OF THE CONTRACTOR.
- 2.6 TRAFFIC, INCLUDING CONSTRUCTION EQUIPMENT WHICH IS PERMITTED TO BE USED ON THE COMPLETED LAYER, SHALL BE KEPT WELL DISPERSED SO AS TO ASSIST IN OBTAINING UNIFORM COMPACTION AND TO AVOID DISPLACEMENT OF MATERIAL AND THE FORMATION OF RUTS.
- 2.7 THE CONTRACTOR SHALL PROOF-ROLL AND THE ENGINEER WILL THEN INSPECT THE COMPACTED AGGREGATE BASE BEFORE THE CONTRACTOR PLACES ANY PRIMER OR ASPHALT BASE. CITY ENGINEER OR DESIGNATED REPRESENTATIVE WILL BE ON-SITE TO OBSERVE.
- 3.0 PRIMER
- 3.1 AFTER THE COMPACTED AGGREGATE BASE IS CONSTRUCTED, DRY, AND APPROVED BY THE ENGINEER, THE CONTRACTOR SHALL APPLY WITH A POWER DISTRIBUTOR AT THE RATE OF 0.4 GALLONS PER SQUARE YARD, A LIQUID ASPHALT PRIMER CONSISTING OF ASPHALT EMULSION, AC-PL, 902.04, ACCORDING TO THE KENTUCKY DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION.
- 4.0 BITUMINOUS BASE
- 4.1 THE BITUMINOUS BASE COURSE SHALL BE IN ACCORDANCE WITH THE KENTUCKY DEPARTMENT OF HIGHWAYS STANDARD SPECIFICATIONS, 2008, SECTION 400 & 806, HOT ASPHALT CONCRETE PAVEMENT.
- 4.2 THE BITUMINOUS BASE COURSE, 5.0, SHALL BE PLACED ON THE AGGREGATE BASE COURSE AFTER THE PRIMER HAS BEEN APPLIED AND APPROVED BY THE ENGINEER.
- 4.3 THE BASE COURSE SHALL BE SPREAD TO A COMPACTED THICKNESS AS SHOWN ON THE PLANS. ALL PLACING OF THE BRICKER AND BASE MATERIALS SHALL BE DONE IN ACCORDANCE WITH THE KENTUCKY DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
- 5.0 HOT ASPHALT CONCRETE SURFACE
- 5.1 THE SURFACE COURSE SHALL BE IN ACCORDANCE WITH THE KENTUCKY DEPARTMENT OF HIGHWAYS STANDARD SPECIFICATIONS.
- 5.2 THIS MATERIAL SHALL BE SPREAD TO A COMPACTED THICKNESS AS SHOWN ON THE PLANS.
- 5.3 CONSTRUCTION METHODS FOR PLACING ASPHALTIC CONCRETE SURFACE SHALL CONFORM WITH THE KENTUCKY DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
- 6.0 KEY WAY
- 6.1 A FOUR (4) INCH WIDE "KEY-WAY" SHALL BE CUT ACROSS ALL AREAS WHERE OVERLAY IS TO BE PLACED TO FORM A NEAT, SMOOTH JOINT BETWEEN NEW AND OLD PAVEMENTS.
- 7.0 TACK COAT
- 7.1 WHERE TACK COAT IS TO BE USED ON THE EXISTING SURFACE PAVEMENTS BEFORE THE PAVEMENT OVERLAY IS PLACED, IT SHALL BE ASPHALT EMULSION, AC-T, APPLIED AT A RATE OF 0.05 GALLONS PER SQUARE YARD (0.000252 TONS PER SQUARE YARD).
- 7.2 ALL TACK COAT SHALL BE IN ACCORDANCE WITH THE KENTUCKY DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, 2008, SECTION 406 - TACK COAT.
- 8.0 PRIVATE DRIVES, PARKING AREAS, AND DRIVEWAY ENTRANCE APPROACHES
- 8.1 MATERIALS FOR PRIVATE DRIVES AND DRIVEWAY ENTRANCE APPROACHES SHALL BE CONSTRUCTED IN ACCORDANCE WITH KDOT STANDARD DRAWING NO. RDM 150-02.
- 9.0 SEAMS
- 9.1 ALL SEAMS SHALL BE SAW-CUT ONLY.
- 9.2 AFTER ALL PAVING IS COMPLETE, ALL SEAMS BETWEEN NEW AND EXISTING ASPHALT SHALL BE SEALED WITH HOT TAC.



VICINITY MAP
SCALE: 1" = 2000'



TREE SPECIES	COUNT
1 DOGWOOD (CORNUS FLORIDA)	3
2 BALD CYPRESS (TAXODIUM DISTICHUM)	4
3 WILLOW OAK (QUERCUS PHELLODES)	3

CERTIFICATE OF OWNERSHIP

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

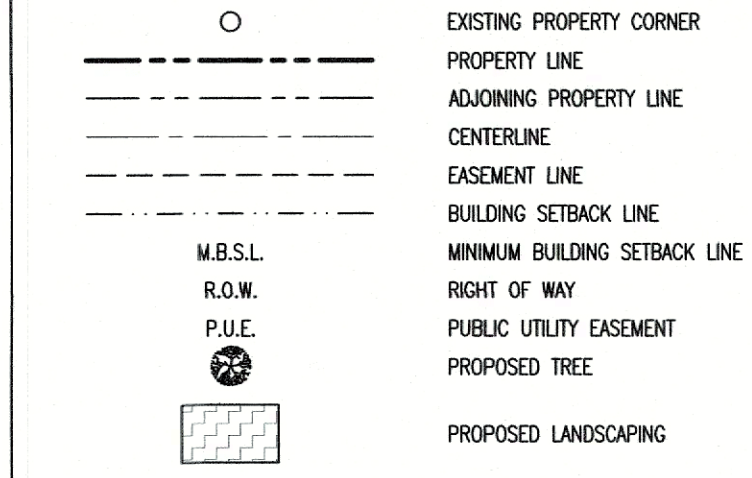
SIGNATURE - CHAPMAN PROPERTY DEVELOPMENT, LLC DATE 9-15-25
JIM CHAPMAN member
PRINT NAME TITLE

LANDSCAPING

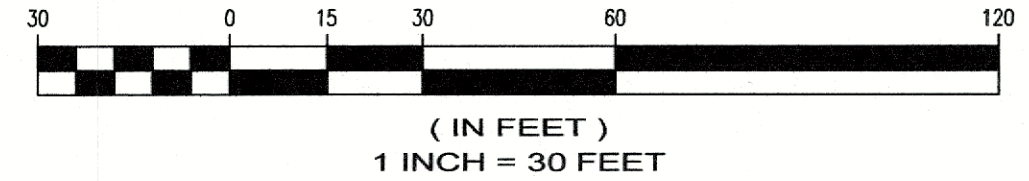
VIA = 32,303 SQUARE FEET
LANDSCAPING REQUIRED = 1,815 SQUARE FEET (5% OF TOTAL VIA)
LANDSCAPING PROVIDED = 1,842 SQUARE FEET

TREES REQUIRED: 5 TREES FOR THE FIRST 30 PARKING SPACES, PLUS 1 TREE FOR EACH ADDITIONAL 7 SPACES THEREOF. (30% OF REQUIRED TREES SHALL BE PLACED WITHIN THE PERIMETER OF THE ACTUAL PARKING SURFACE.)
TREES PROVIDED: 10 TREES (9 TREES WITHIN THE PERIMETER OF THE ACTUAL PARKING SURFACE.)

LEGEND



GRAPHIC SCALE



PARKING SUMMARY

PARKING REQUIRED PER CITY OF PADUCAH ZONING ORDINANCE:
(8) 4-UNIT APARTMENTS (2 BEDROOMS): 2 PER UNIT = 64
TOTAL = 64

PARKING PROVIDED:
REGULAR (8'X18') = 59
HANDICAP PARKING (8'X18') = 5
TOTAL = 64

GENERAL NOTES

1. OWNER & CLIENT: CHAPMAN PROPERTY DEVELOPMENT, LLC
2201 BROADWAY
PADUCAH, KY 42001
 2. SOURCE OF TITLE: DEED BOOK 1506, PAGE 373
PLAT SECTION "M", PAGE 1889
PLAT SECTION "N", PAGE 27
 3. TOTAL PROPERTY AREA: 3.42 ACRES (148,991 SQUARE FEET)
 4. THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR MACCRACKEN COUNTY - MAP NO. 2114500142F DATED 11/02/2011.
 5. THE PROPERTY SHOWN HEREON IS ZONED "R-2", (LOW AND MEDIUM DENSITY RESIDENTIAL) BY THE CITY OF PADUCAH ZONING ORDINANCE.
 6. ZONING REQUIREMENTS (MULTI-FAMILY DWELLINGS):
A. MINIMUM YARD SETBACK:
FRONT YARD: 25 FEET
SIDE YARD: 6 FEET
REAR YARD: 25 FEET
B. MINIMUM LOT AREA: 4,000 SF PER UNIT
C. MINIMUM LOT WIDTH: 75 FEET
D. MAXIMUM BUILDING HEIGHT: NONE
 7. BEFORE CONSTRUCTION, THE CONTRACTOR SHOULD CALL B.U.D. 1-800-752-6007.
 8. ALL WORK WITHIN THE CITY RIGHT-OF-WAY SHALL REQUIRE A PERMIT ISSUED BY THE CITY OF PADUCAH ENGINEERING DEPARTMENT.
 9. NOTIFICATION SHALL BE GIVEN TO THE CITY ENGINEER'S OFFICE 72 HOURS PRIOR TO BEGINNING WORK WITHIN THE RIGHT-OF-WAY.
 10. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB, UNLESS NOTED OTHERWISE.
- SETBACK NOTE: A 20 FOOT FRONT YARD AND 17 REAR FOOT YARD VARIANCE FOR NEW MULTI-FAMILY STRUCTURES TO BE CONSTRUCTED 5 AND 8 FEET FROM THE WEST AND EAST PROPERTY LINES WAS APPROVED BY THE BOARD OF ADJUSTMENT ON JULY 28, 2025.
7. PROPOSED BUILDING SUMMARY:
(8) 4-UNIT APARTMENT BUILDING: 32 UNITS (3,780 SF EACH BUILDING)
(4 PER BUILDING) 2-BEDROOM UNITS: 64
TOTAL = 64

SITE NOTES

1. ALL PAVEMENT MARKINGS TO BE 4" WHITE STRIPE.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE SIDEWALKS, CURBS, GUTTERS, AND/OR DRIVEWAY ENTRANCE APRONS DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
3. EXISTING ROADWAYS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED TO A CONDITION THAT IS EQUAL TO OR EXCEEDS CURRENT CONDITIONS AT NO ADDITIONAL COST TO THE OWNER.
4. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND WILL NOT BE LIMITED TO NORMAL WORK HOURS.
5. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND PAYMENT OF ALL PERMITS REQUIRED TO COMPLETE THE PROJECT. ALL MATERIALS AND PROCEDURES SHALL BE IN ACCORDANCE WITH THE CITY OF PADUCAH STANDARDS AND SPECIFICATIONS.
6. A COPY OF THIS APPROVED SITE PLAN AND ALL PERTINENT DOCUMENTS SHALL BE READILY AVAILABLE AT THE WORK SITE AT ALL TIMES.
7. BEFORE CONSTRUCTION, THE CONTRACTOR SHOULD CALL B.U.D. 1-800-752-6007.
8. ALL WORK WITHIN THE CITY RIGHT-OF-WAY SHALL REQUIRE A PERMIT ISSUED BY THE CITY OF PADUCAH ENGINEERING DEPARTMENT.
9. NOTIFICATION SHALL BE GIVEN TO THE CITY ENGINEER'S OFFICE 72 HOURS PRIOR TO BEGINNING WORK WITHIN THE RIGHT-OF-WAY.
10. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB, UNLESS NOTED OTHERWISE.

Engineering Department General Notes:

1. Prior to the initiation of ANY construction activities within the City of Paducah's right-of-way, the Contractor shall obtain a "Permit - Right-of-Way Encroachment" from the City of Paducah Engineering Department.
2. The Engineering Department, having authority within the City of Paducah's right-of-way, will correct, direct, and/or make necessary field adjustments to those construction related items within the City of Paducah's right-of-way resulting from field observations through the permitting process.
3. The Kentucky registered Professional Engineer of Record affixed to and/or displayed hereon is solely responsible for the proper execution of the proposed project including but not limited to ALL design aspects, specified project materials, and proper oversight of the project within the private property boundary.
4. The Engineering Department's "Approval" associated with this Development Plan shall not be used as an Owner, Developer, Engineer of Record, and/or Contractor's defense for this development should the project suffer from any design errors, omissions, deficiencies, specified material use, poor workmanship, and/or negative impacts to ANY adjacent property owner filing claim directly attributed to the site development. The Owner, Developer, Engineer of Record, and Contractor are the responsible parties for the property development's comprehensive design and its proper execution.

Approved as Noted:
Greg Guebert, P.E.
City Engineer
9/16/25

UTILITY OWNERS:

ELECTRIC:
PADUCAH POWER
1500 BROADWAY STREET
PADUCAH, KY 42001
CONTACT: KERRY TULCHER
PHONE: 270-210-4579

TELEPHONE:
A&T
810 KENTUCKY AVENUE
PADUCAH, KY 42001
CONTACT: ALAN SHELLEY
PHONE: 270-444-5048

CABLE:
COMCAST
800 BROADWAY STREET
PADUCAH, KY 42001
CONTACT: STEVE PARMELEY
PHONE: 270-442-6382

STORM WATER:
CITY OF PADUCAH CITY HALL -
ENGINEERING DEPARTMENT
300 SOUTH 5TH STREET, 2ND FLOOR
PADUCAH, KY 42001
CONTACT: GREG GUEBERT, P.E.
PHONE: 270-444-8511

WATER:
PADUCAH WATER
1800 NORTH 8TH STREET
PADUCAH, KY 42001
CONTACT: SCOTT SMITH
PHONE: 270-444-5561

GAS:
AMCO ENERGY
3510 COLEMAN ROAD
PADUCAH, KY 42001
CONTACT: EDDIE TUCKER
PHONE: 270-443-7235

SANITARY SEWER:
PADUCAH MACRACKEN COUNTY JSA
621 NORTHVIEW STREET
PADUCAH, KY 42001
CONTACT: JOSH WEBB, P.E.
PHONE: 270-575-0056

PLANNING/ZONING:
CITY OF PADUCAH CITY HALL -
PLANNING DEPARTMENT
300 SOUTH 5TH STREET, 2ND FLOOR
PADUCAH, KY 42001
CONTACT: JOSHUA SOMMER, SENIOR
PLANNER
PHONE: 270-444-8690

BURIED UTILITIES NOTE

BURIED UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION BASED UPON INFORMATION OBTAINED FROM LOCAL UTILITY COMPANIES AND FIELD EVIDENCE. OTHER BURIED UTILITIES MIGHT EXIST ON THE SUBJECT SITE THAT ARE NOT SHOWN ON THIS DRAWING.

Kentucky 811
Know what's below.
Call before you dig.

Call 811 or 800-752-6007
www.kentucky811.org
Two Business Days Before You Dig
IT'S THE LAW

EPSC PHASING:

1. INSTALL CONSTRUCTION ENTRANCE.
2. INSTALL SILT FENCE & TEMPORARY ROCK CHECK.
3. REMOVAL OF EXISTING TOPSOIL.
4. INSTALL NEW STORM WATER PIPING AND PROVIDE INLET PROTECTION.
5. GENERAL GRADING FOR SUB-GRADE OF THE BUILDINGS, DRIVEWAYS, AND PARKING AREAS.
6. RELOCATE EXISTING UTILITIES, IF NECESSARY.
7. PLACEMENT OF ROCK BASE ON TOP OF SUB-GRADE.
8. FINISHING WORK INCLUDING PLACEMENT OF ASPHALT AND CONCRETE SURFACES.
9. FINAL SEEDING AND LANDSCAPING.

EROSION CONTROL

1. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE WITHIN HATCHED AREA. AREA TO BE APPROXIMATELY 50' LONG BY 24' WIDE. PLACE KDOH NO. 2 STONE A MINIMUM OF 6" DEEP, OVER FILTER FABRIC.
2. INSTALL PROPOSED SILT FENCE
3. INSTALL PROPOSED INLET PROTECTION

DISTURBED AREA

APPROXIMATE AREA = 3.70 ACRES

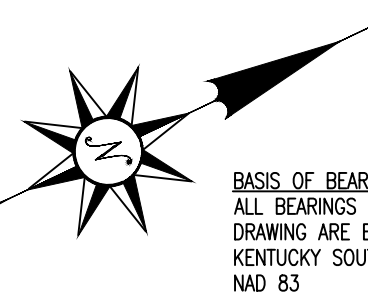
TRITON FILTER SUMMARY

INLET NO.	FILTERED FLOW (CFS)	10 YR- BYPASS FLOW (CFS)	FILTER MODEL
S2	0.86	6.35	TR24CPS(16)

CATCH BASIN SHALL RECEIVE TRITON FILTER (REM FOG MEDIA). TSS REMOVAL FOR ALL IMPERVIOUS AREAS WILL BE GREATER THAN 80%.

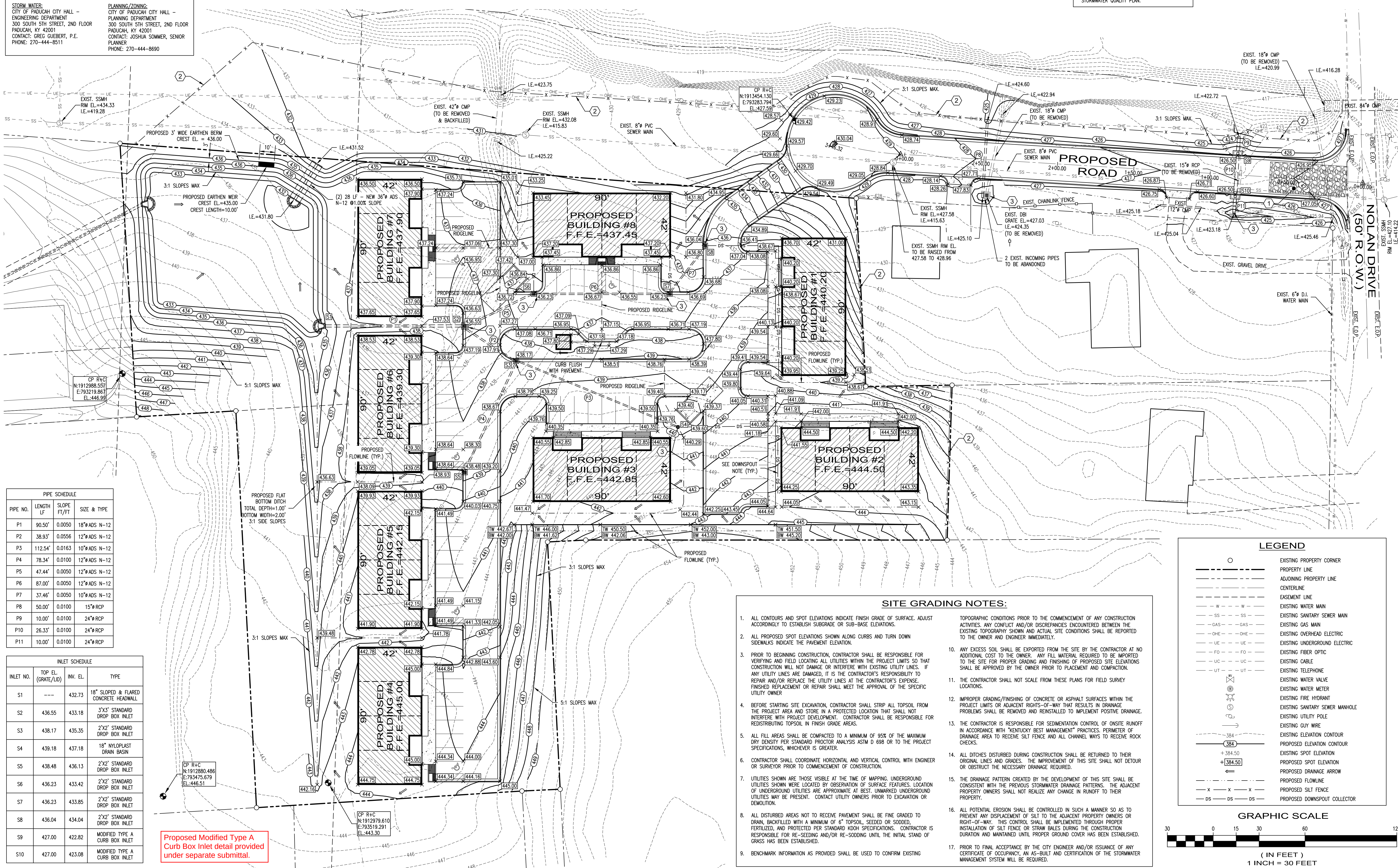
DOWNSPOUT NOTE:

FRONT HALF OF BUILDING #1, LEFT HALF OF BUILDING #2, AND FRONT HALF OF BUILDING #8 SHALL DRAIN TO THE PROPOSED STORM SEWER SYSTEM IN ACCORDANCE WITH THE APPROVED STORMWATER MANAGEMENT PLAN AND STORMWATER QUALITY PLAN.



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

DETAIL #
SHEET SHOWN



PIPE NO.	LENGTH LF	SLOPE FT/FT	SIZE & TYPE
P1	90.50'	0.0050	18" ADS N-12
P2	38.93'	0.0556	12" ADS N-12
P3	112.54'	0.0163	10" ADS N-12
P4	78.34'	0.0100	12" ADS N-12
P5	47.44'	0.0050	12" ADS N-12
P6	87.00'	0.0050	12" ADS N-12
P7	37.46'	0.0050	10" ADS N-12
P8	50.00'	0.0100	15" RCP
P9	10.00'	0.0100	24" RCP
P10	26.33'	0.0100	24" RCP
P11	10.00'	0.0100	24" RCP

INLET NO.	TOP EL. (GRATE/LID)	INV. EL.	TYPE
S1	---	432.73	18" SLOPED & FLARED CONCRETE HEADWALL
S2	436.55	433.18	3'X3' STANDARD DROP BOX INLET
S3	438.17	435.35	2'X2' STANDARD DROP BOX INLET
S4	439.18	437.18	18" NYLOPLAST DRAIN BASIN
S5	438.48	436.13	2'X2' STANDARD DROP BOX INLET
S6	436.23	433.42	2'X2' STANDARD DROP BOX INLET
S7	436.23	433.85	2'X2' STANDARD DROP BOX INLET
S8	436.04	434.04	2'X2' STANDARD DROP BOX INLET
S9	427.00	422.82	MODIFIED TYPE A CURB BOX INLET
S10	427.00	423.08	MODIFIED TYPE A CURB BOX INLET

Proposed Modified Type A Curb Box Inlet detail provided under separate submittal.

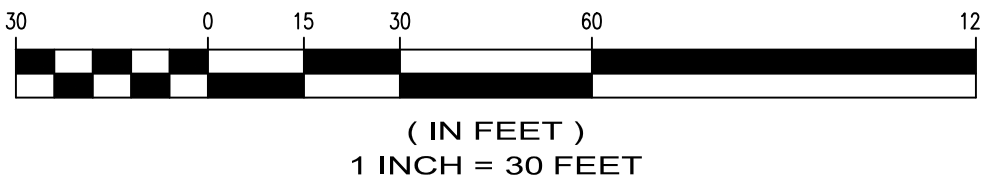
SITE GRADING NOTES:

1. ALL CONTOURS AND SPOT ELEVATIONS INDICATE FINISH GRADE OF SURFACE. ADJUST ACCORDINGLY TO ESTABLISH SUBGRADE OR SUB-BASE ELEVATIONS.
2. ALL PROPOSED SPOT ELEVATIONS SHOWN ALONG CURBS AND TURN DOWN SIDEWALKS INDICATE THE PAVEMENT ELEVATION.
3. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND FIELD LOCATING ALL UTILITIES WITHIN THE PROJECT LIMITS SO THAT CONSTRUCTION WILL NOT DAMAGE OR INTERFERE WITH EXISTING UTILITY LINES. IF ANY UTILITY LINES ARE DAMAGED, IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE UTILITY LINES AT THE CONTRACTOR'S EXPENSE. FINISHED REPLACEMENT OR REPAIR SHALL MEET THE APPROVAL OF THE SPECIFIC UTILITY OWNER.
4. BEFORE STARTING SITE EXCAVATION, CONTRACTOR SHALL STRIP ALL TOPSOIL FROM THE PROJECT AREA AND STORE IN A PROTECTED LOCATION THAT SHALL NOT INTERFERE WITH PROJECT DEVELOPMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR REDISTRIBUTING TOPSOIL IN FINISH GRADE AREAS.
5. ALL FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY PER STANDARD PROCTOR ANALYSIS ASTM D 698 OR TO THE PROJECT SPECIFICATIONS, WHICHEVER IS GREATER.
6. CONTRACTOR SHALL COORDINATE HORIZONTAL AND VERTICAL CONTROL WITH ENGINEER OR SURVEYOR PRIOR TO COMMENCEMENT OF CONSTRUCTION.
7. UTILITIES SHOWN ARE THOSE VISIBLE AT THE TIME OF MAPPING. UNDERGROUND UTILITIES SHOWN WERE LOCATED BY OBSERVATION OF SURFACE FEATURES. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE AT BEST. UNMARKED UNDERGROUND UTILITIES MAY BE PRESENT. CONTACT UTILITY OWNERS PRIOR TO EXCAVATION OR DEMOLITION.
8. ALL DISTURBED AREAS NOT TO RECEIVE PAVEMENT SHALL BE FINE GRADED TO DRAIN BACKFILLED WITH A MINIMUM OF 6" TOPSOIL, SEEDING OR SOODED, FERTILIZED, AND PROTECTED PER STANDARD KDOH SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR RE-SEEDING AND/OR RE-SODDING UNTIL THE INITIAL SHAD OF GRASS HAS BEEN ESTABLISHED.
9. BENCHMARK INFORMATION AS PROVIDED SHALL BE USED TO CONFIRM EXISTING
10. TOPOGRAPHIC CONDITIONS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. ANY CONFLICT AND/OR DISCREPANCIES ENCOUNTERED BETWEEN THE EXISTING TOPOGRAPHY SHOWN AND ACTUAL SITE CONDITIONS SHALL BE REPORTED TO THE OWNER AND ENGINEER IMMEDIATELY.
11. ANY EXCESS SOIL SHALL BE EXPORTED FROM THE SITE BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ANY FILL MATERIAL REQUIRED TO BE IMPORTED TO THE SITE FOR PROPER GRADING AND FINISHING OF PROPOSED SITE ELEVATIONS SHALL BE APPROVED BY THE OWNER PRIOR TO PLACEMENT AND COMPACTION.
12. THE CONTRACTOR SHALL NOT SCALE FROM THESE PLANS FOR FIELD SURVEY LOCATIONS.
13. IMPROPER GRADING/FINISHING OF CONCRETE OR ASPHALT SURFACES WITHIN THE PROJECT LIMITS OR ADJACENT RIGHTS-OF-WAY THAT RESULTS IN DRAINAGE PROBLEMS SHALL BE REMOVED AND REINSTALLED TO IMPLEMENT POSITIVE DRAINAGE.
14. THE CONTRACTOR IS RESPONSIBLE FOR SEDIMENTATION CONTROL OF ONSITE RUNOFF IN ACCORDANCE WITH "KENTUCKY BEST MANAGEMENT" PRACTICES. PERIMETER OF DRAINAGE AREA TO RECEIVE SILT FENCE AND ALL CHANNEL WAYS TO RECEIVE ROCK CHECKS.
15. ALL DITCHES DISTURBED DURING CONSTRUCTION SHALL BE RETURNED TO THEIR ORIGINAL LINES AND GRADES. THE IMPROVEMENT OF THIS SITE SHALL NOT DETOUR OR OBSTRUCT THE NECESSARY DRAINAGE REQUIRED.
16. THE DRAINAGE PATTERN CREATED BY THE DEVELOPMENT OF THIS SITE SHALL BE CONSISTENT WITH THE PREVIOUS STORMWATER DRAINAGE PATTERNS. THE ADJACENT PROPERTY OWNERS SHALL NOT REALIZE ANY CHANGE IN RUNOFF TO THEIR PROPERTY.
17. ALL POTENTIAL EROSION SHALL BE CONTROLLED IN SUCH A MANNER SO AS TO PREVENT ANY DISPLACEMENT OF SILT TO THE ADJACENT PROPERTY OWNERS OR RIGHT-OF-WAY. THIS CONTROL SHALL BE IMPLEMENTED THROUGH PROPER INSTALLATION OF SILT FENCE OR STRAW BALES DURING THE CONSTRUCTION DURATION AND MAINTAINED UNTIL PROPER GROUND COVER HAS BEEN ESTABLISHED.
18. PRIOR TO FINAL ACCEPTANCE BY THE CITY ENGINEER AND/OR ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY, AN AS-BUILT AND CERTIFICATION OF THE STORMWATER MANAGEMENT SYSTEM WILL BE REQUIRED.

LEGEND

- EXISTING PROPERTY CORNER
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- CENTERLINE
- EASEMENT LINE
- EXISTING WATER MAIN
- EXISTING SANITARY SEWER MAIN
- EXISTING GAS MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND ELECTRIC
- EXISTING FIBER OPTIC
- EXISTING CABLE
- EXISTING TELEPHONE
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING UTILITY POLE
- EXISTING GUY WIRE
- EXISTING ELEVATION CONTOUR
- PROPOSED ELEVATION CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- PROPOSED DRAINAGE ARROW
- PROPOSED FLOWLINE
- PROPOSED SILT FENCE
- PROPOSED DOWNSPOUT COLLECTOR

GRAPHIC SCALE



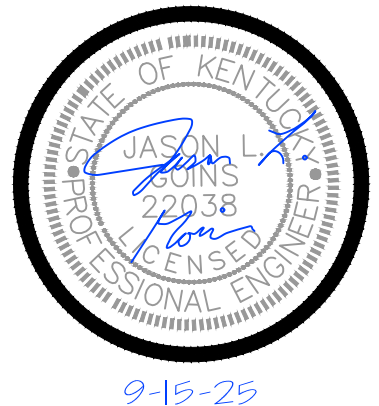
SITE GRADING PLAN

VERMONT STREET APARTMENTS
100 VERMONT STREET
PADUCAH, KENTUCKY 42003

PROJECT NO.: 24053
DATE: SEPTEMBER 15, 2025
DRAWN BY: MM
CHECKED BY: JLG
REV. DESCRIPTION

SHEET

C-2



siteWORX
SURVEY & DESIGN, LLC
124 South 31st Street - Paducah, KY 42001 - Ph: (270) 443-9491
www.siteworxdesign.com

UTILITY OWNERS:

ELECTRIC:
PADUCAH POWER
1500 BROADWAY STREET
PADUCAH, KY 42001
CONTACT: KERRY TULCHER
PHONE: 270-210-4579

TELEPHONE:
AT&T
810 KENTUCKY AVENUE
PADUCAH, KY 42001
CONTACT: ALAN SHELLEY
PHONE: 270-444-5048

CABLE:
COMCAST
800 BROADWAY STREET
PADUCAH, KY 42001
CONTACT: STEVE PARMELEY
PHONE: 270-442-6382

STORM WATER:
CITY OF PADUCAH CITY HALL -
ENGINEERING DEPARTMENT
300 SOUTH 5TH STREET, 2ND FLOOR
PADUCAH, KY 42001
CONTACT: GREG GUEBERT, P.E.
PHONE: 270-444-8511

WATER:
PADUCAH WATER
1800 NORTH 8TH STREET
PADUCAH, KY 42001
CONTACT: SCOTT SMITH
PHONE: 270-444-5561

GAS:
AMCOS ENERGY
3510 COLEMAN ROAD
PADUCAH, KY 42001
CONTACT: EDDIE TUCKER
PHONE: 270-443-7235

SANITARY SEWER:
PADUCAH MACRACKEN COUNTY JSA
621 NORTHVIEW STREET
PADUCAH, KY 42001
CONTACT: JOSH WEBB, P.E.
PHONE: 270-575-0056

PLANNING/ZONING:
CITY OF PADUCAH CITY HALL -
PLANNING DEPARTMENT
300 SOUTH 5TH STREET, 2ND FLOOR
PADUCAH, KY 42001
CONTACT: JOSHUA SOMMER, SENIOR
PLANNER
PHONE: 270-444-8690

BURIED UTILITIES NOTE

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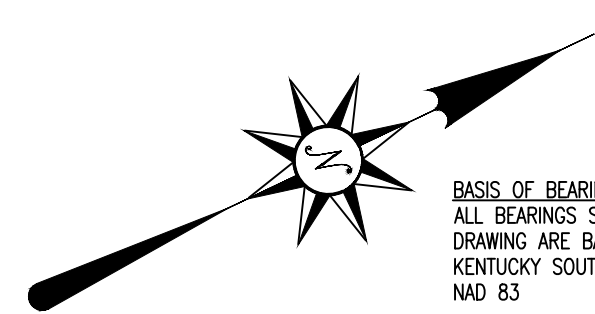
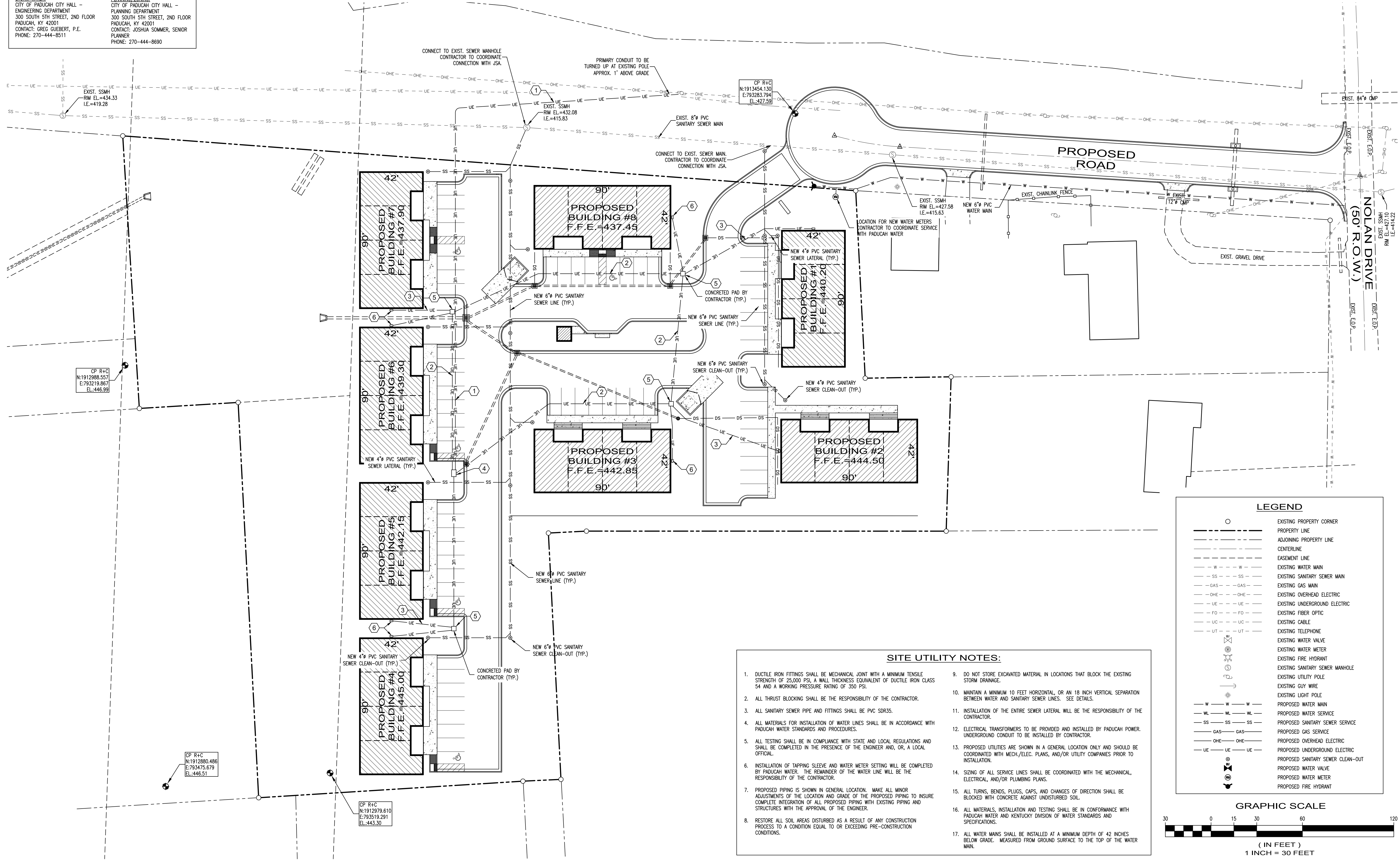
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Two Business Days Before You Dig
IT'S THE LAW

SITE ELECTRICAL NOTES

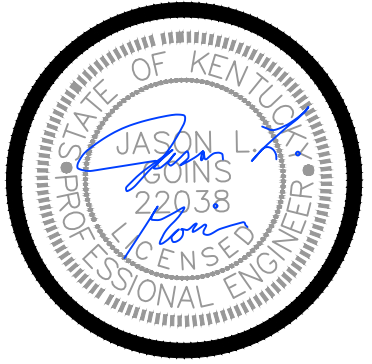
- 1 NEW 3-PHASE PRIMARY
- 2 NEW SINGLE PHASE PRIMARY
- 3 NEW SECONDARY
- 4 NEW PAD MOUNTED SWITCH CABINET
- 5 NEW PAD MOUNTED TRANSFORMER
- 6 NEW METER BASE

*CONTRACTOR TO COORDINATE WITH PADUCAH POWER FOR INSTALLATION REQUIREMENTS.



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

DETAIL #
SHEET SHOWN



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

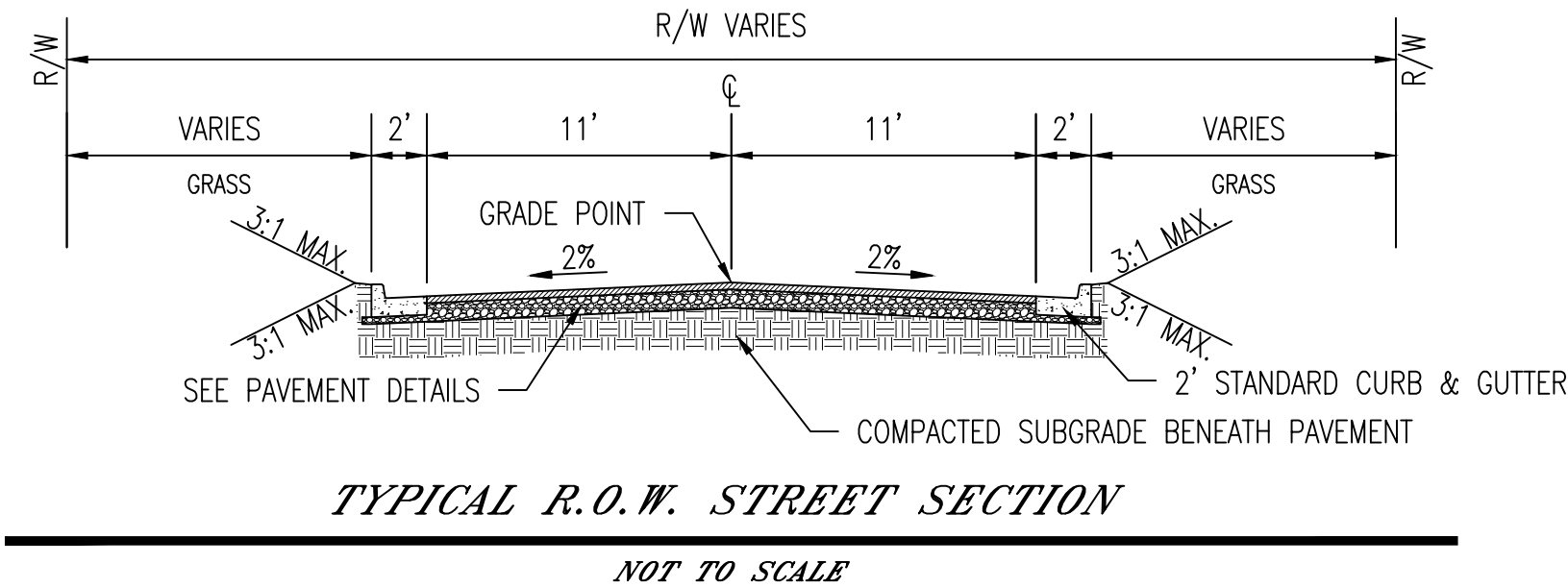
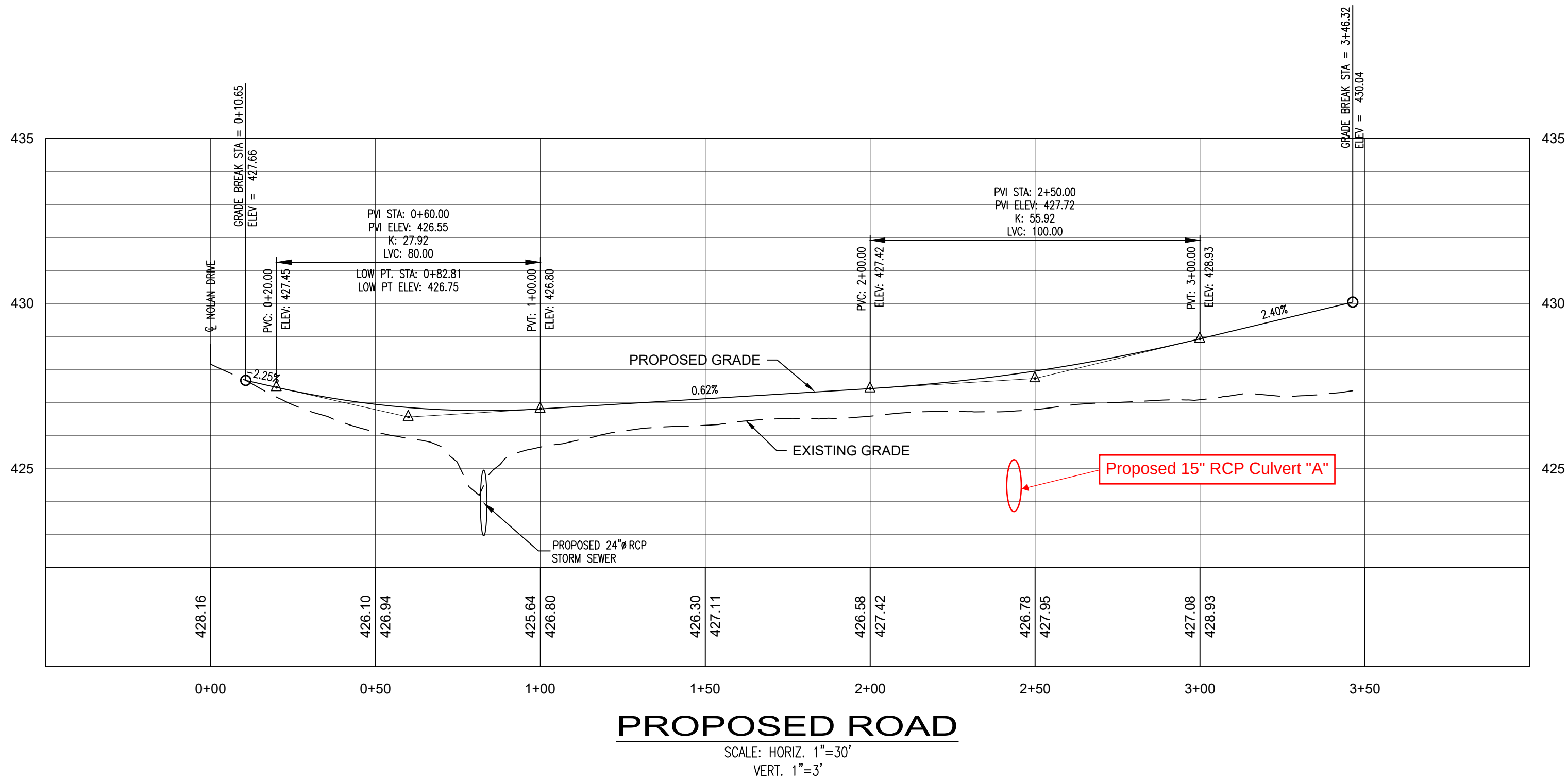
SITE UTILITY PLAN
VERMONT STREET APARTMENTS
100 VERMONT STREET
PADUCAH, KENTUCKY 42003

PROJECT NO.: 24053
DATE: SEPTEMBER 15, 2025
DRAWN BY: MM
CHECKED BY: JLG
REV. DESCRIPTION

SHEET

C-3

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ROADWAY PROFILE
VERMONT STREET APARTMENTS
100 VERMONT STREET
PADUCAH, KENTUCKY 42003

PROJECT NO. : 24053
DATE: SEPTEMBER 15, 2025
DRAWN BY: MM
CHECKED BY: JLG

REV.	DESCRIPTION

SHEET

C-4

sitework
SURVEY & DESIGN, LLC

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

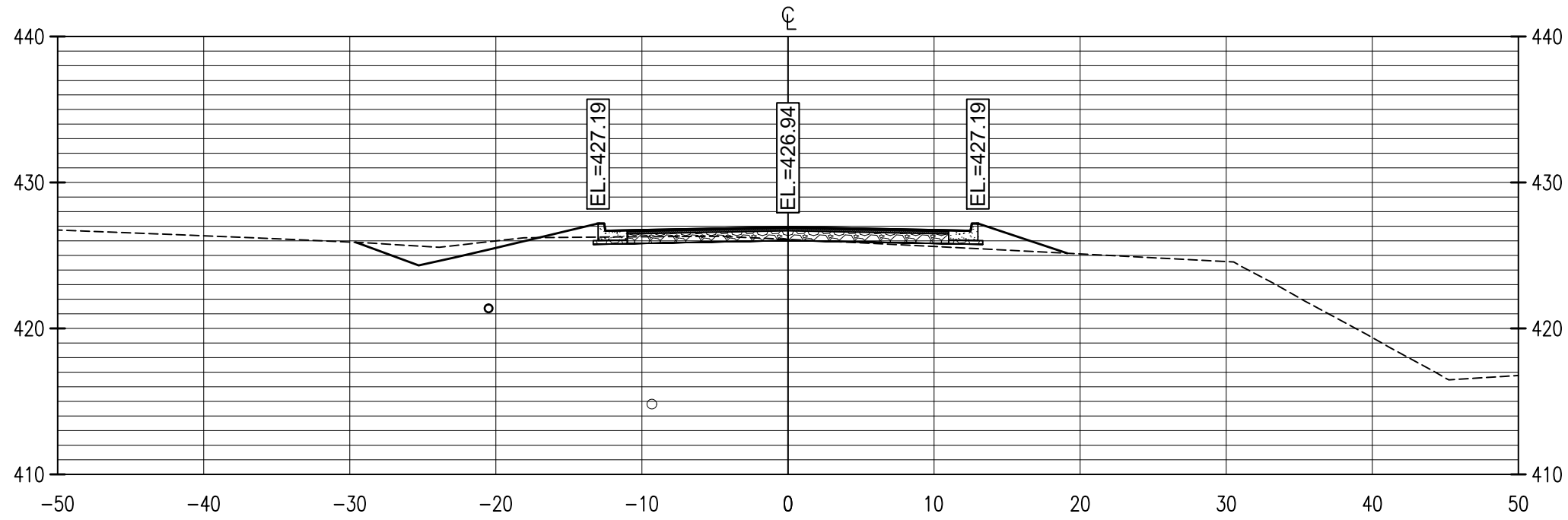
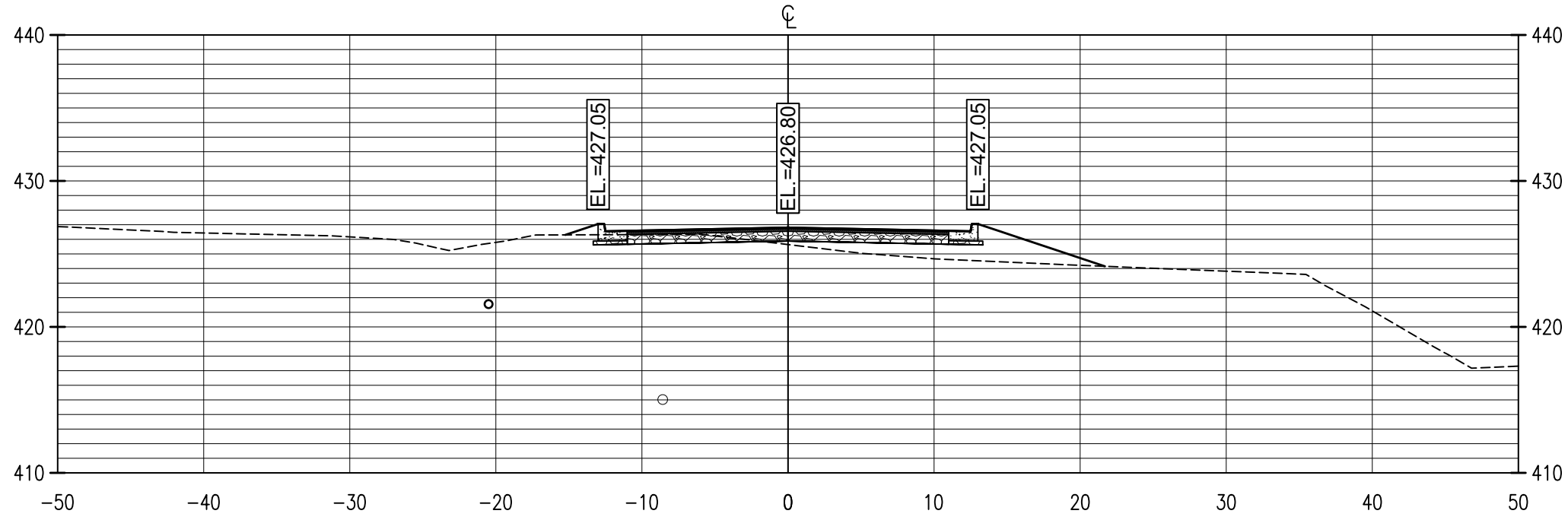
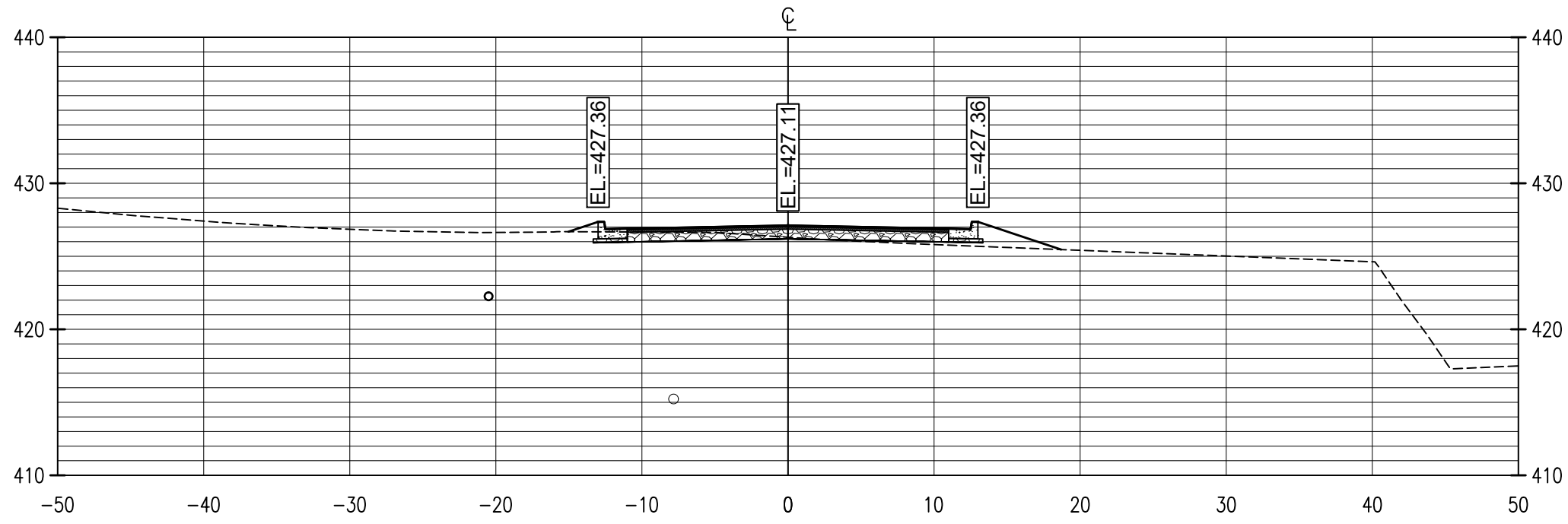
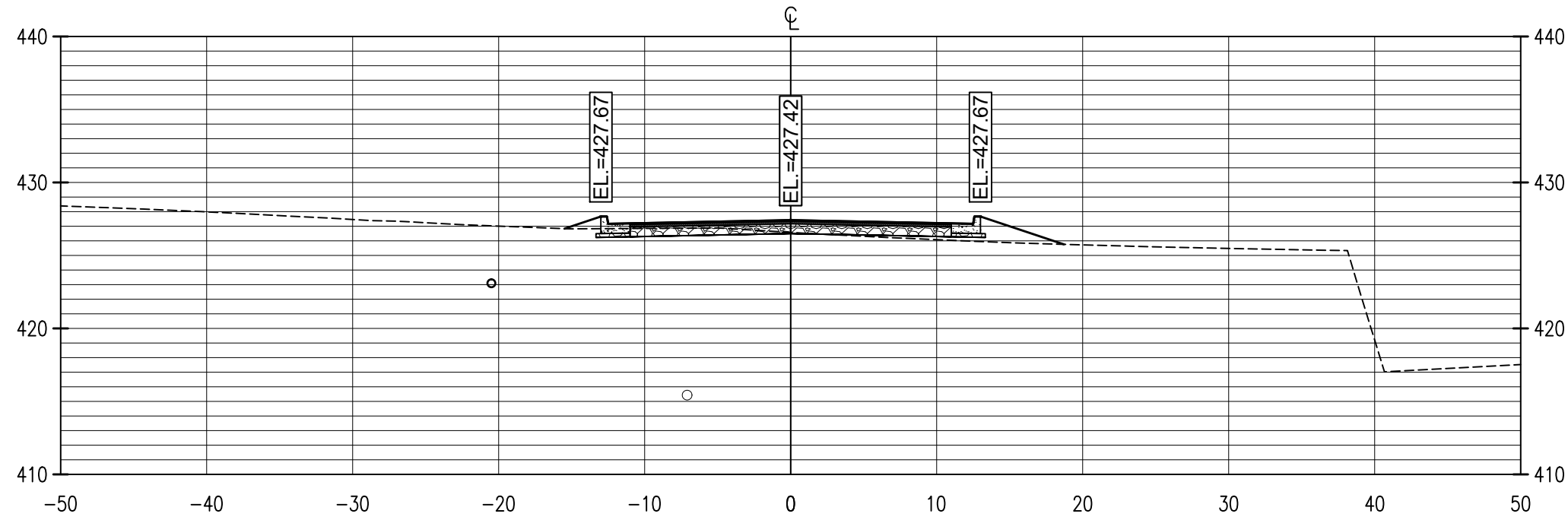
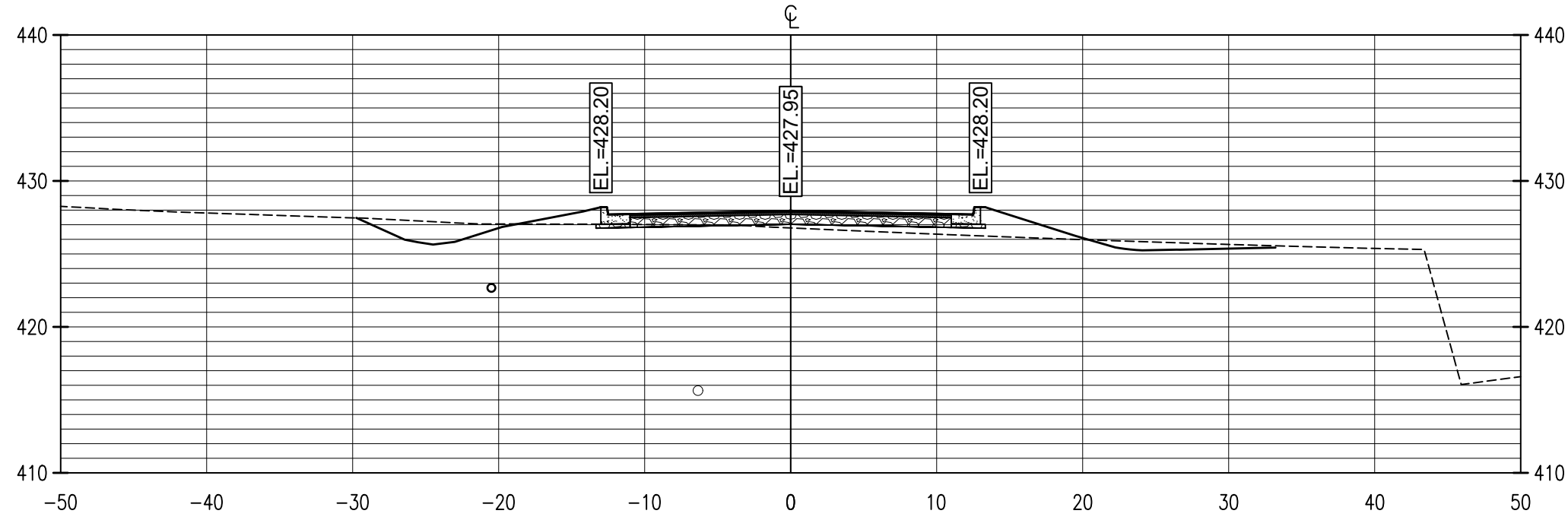
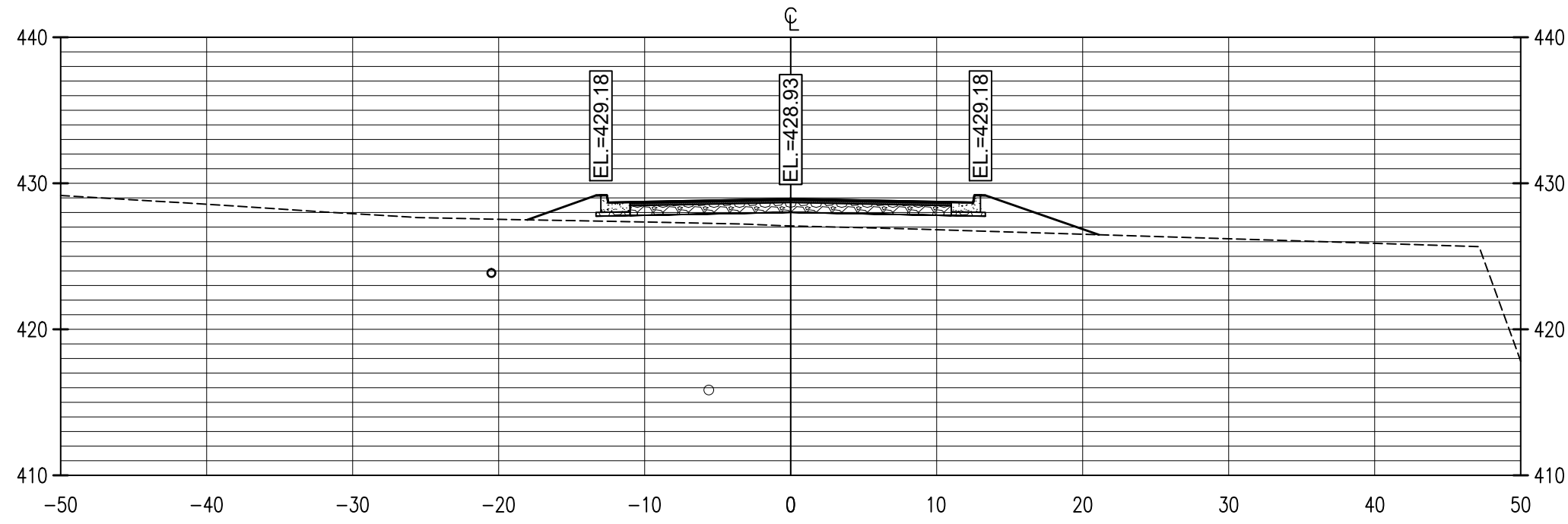




ROADWAY CROSS-SECTIONS
VERMONT STREET APARTMENTS
100 VERMONT STREET
PADUCAH, KENTUCKY 42003

PROJECT NO. : 24053	
DATE: SEPTEMBER 15, 2025	
DRAWN BY: MM	
CHECKED BY: JLG	
REV.	DESCRIPTION

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



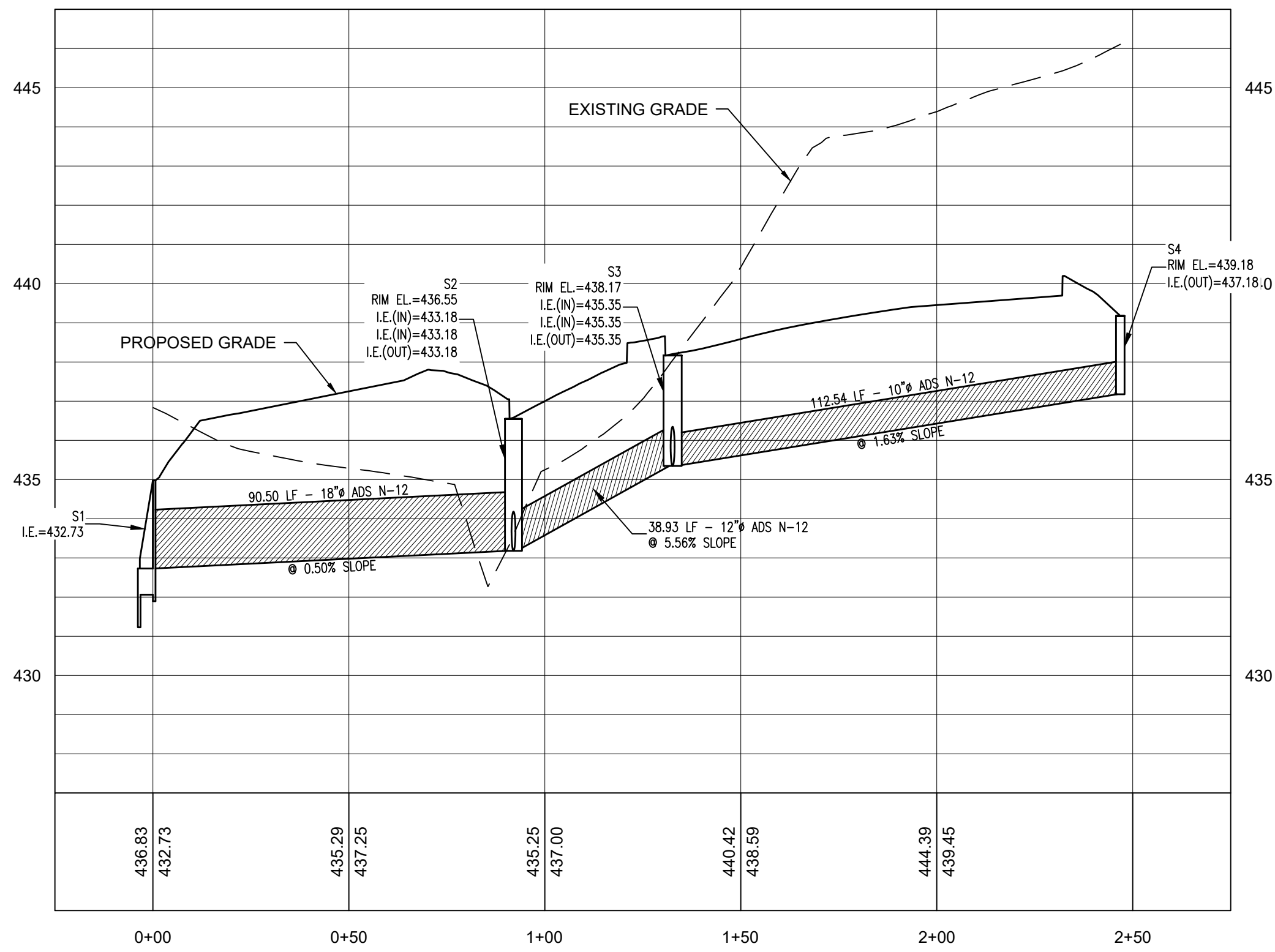


PROJECT NO. :	24053
DATE:	SEPTEMBER 15, 2025
DRAWN BY:	JL
CHECKED BY:	JL
REV.	DESCRIPTION

SHEET

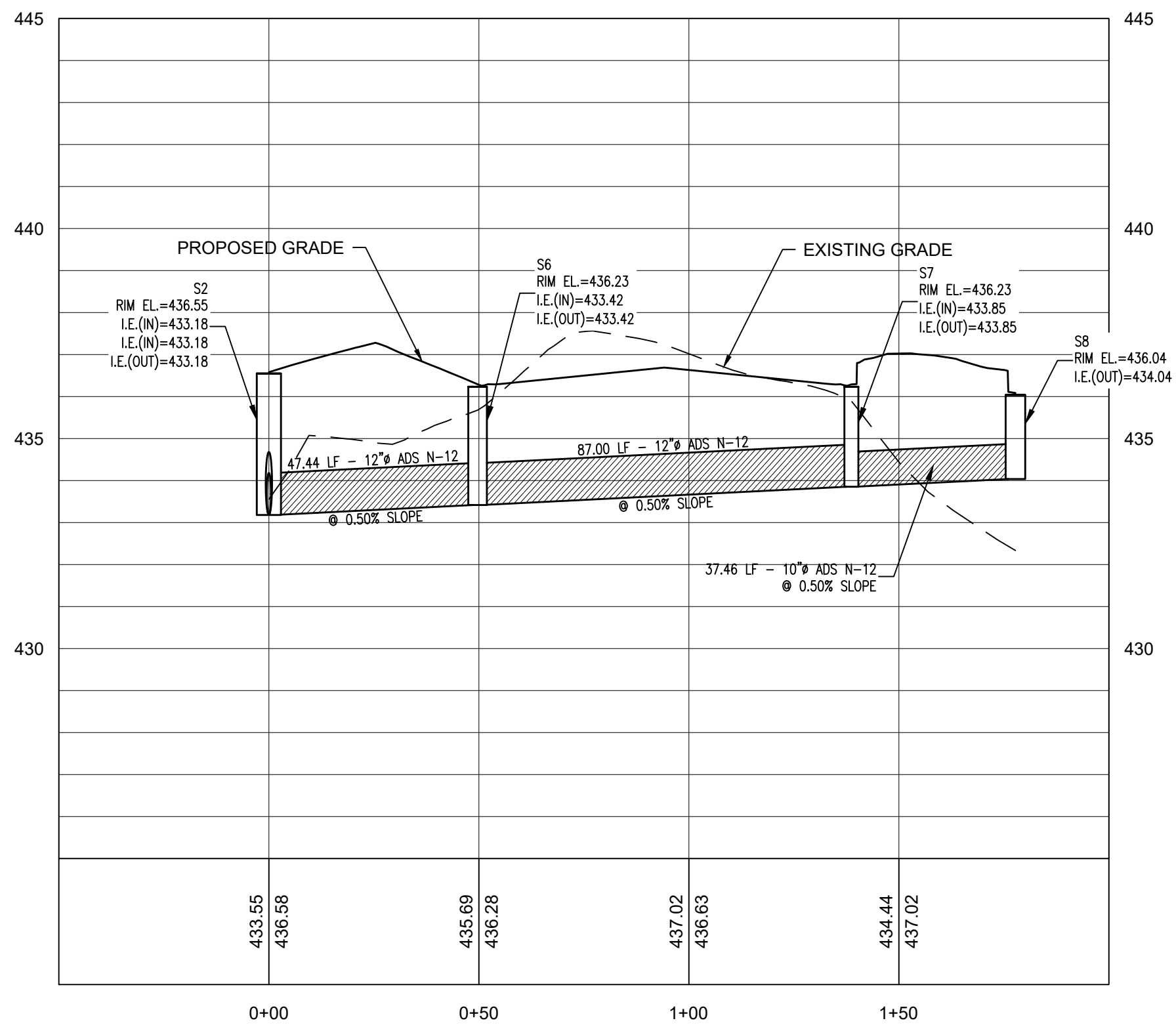
C-6

ALL RIGHTS RESERVED - SITEWORX SURVEY & DESIGN, LLC RESERVES ALL RIGHTS TO THE INFORMATION SHOWN HEREIN. THESE PLANS MAY NOT BE REPRODUCED OR USED WITHOUT THE EXPRESS WRITTEN CONSENT OF SITEWORX SURVEY & DESIGN, LLC.



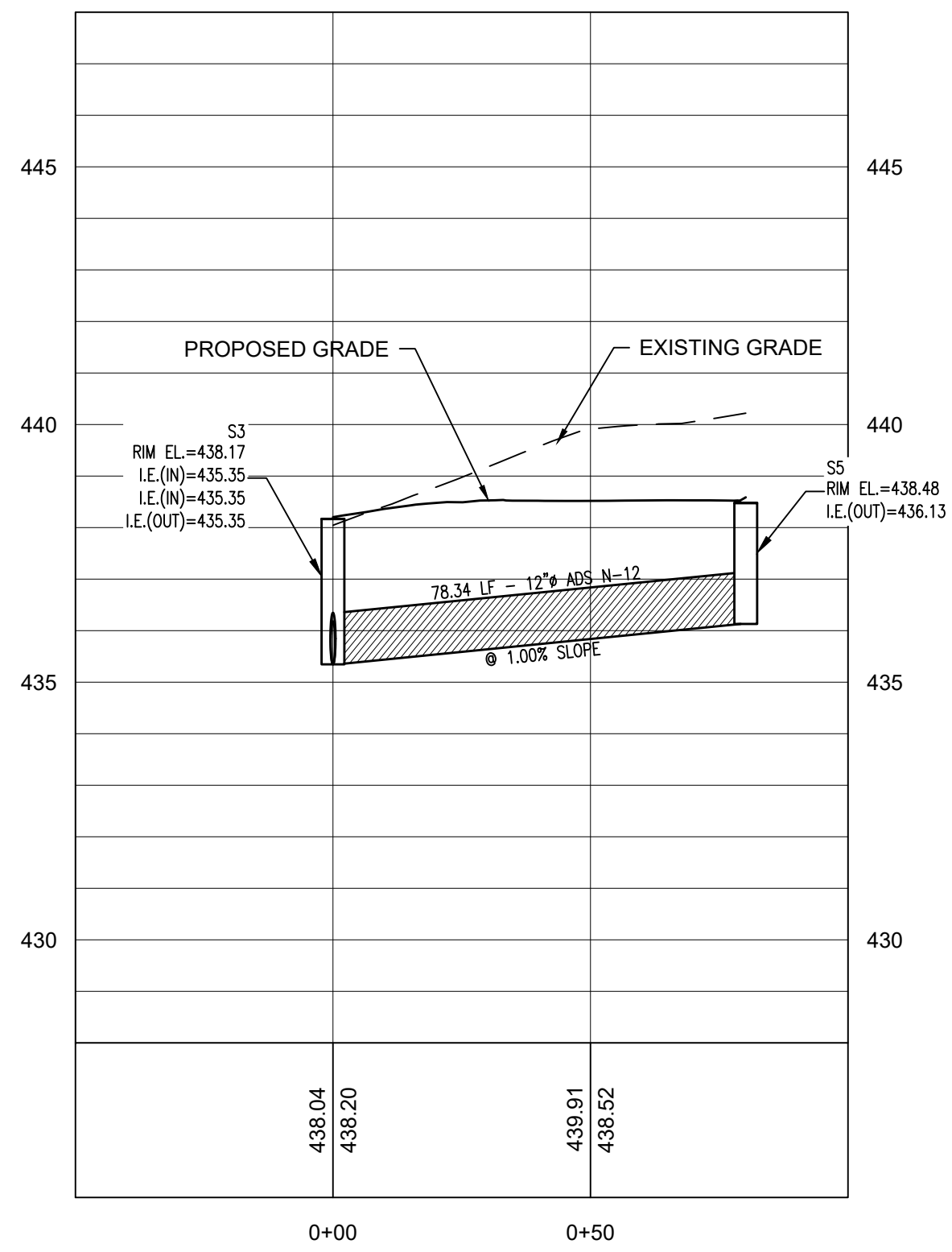
STORM SEWER "A"

SCALE: HORIZ. 1"=30'
VERT. 1"=3'



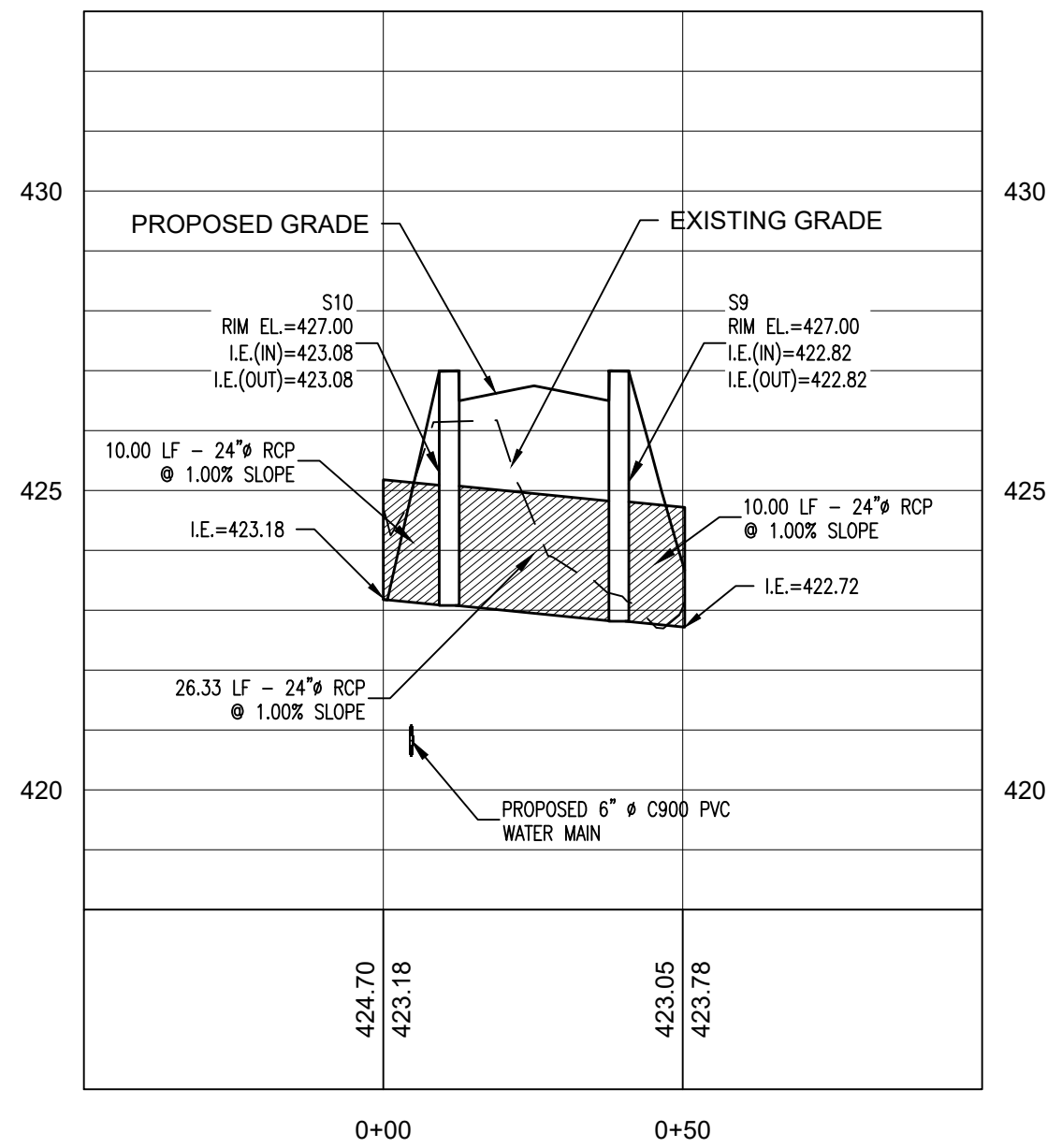
STORM SEWER "B"

SCALE: HORIZ. 1"=30'
VERT. 1"=3'



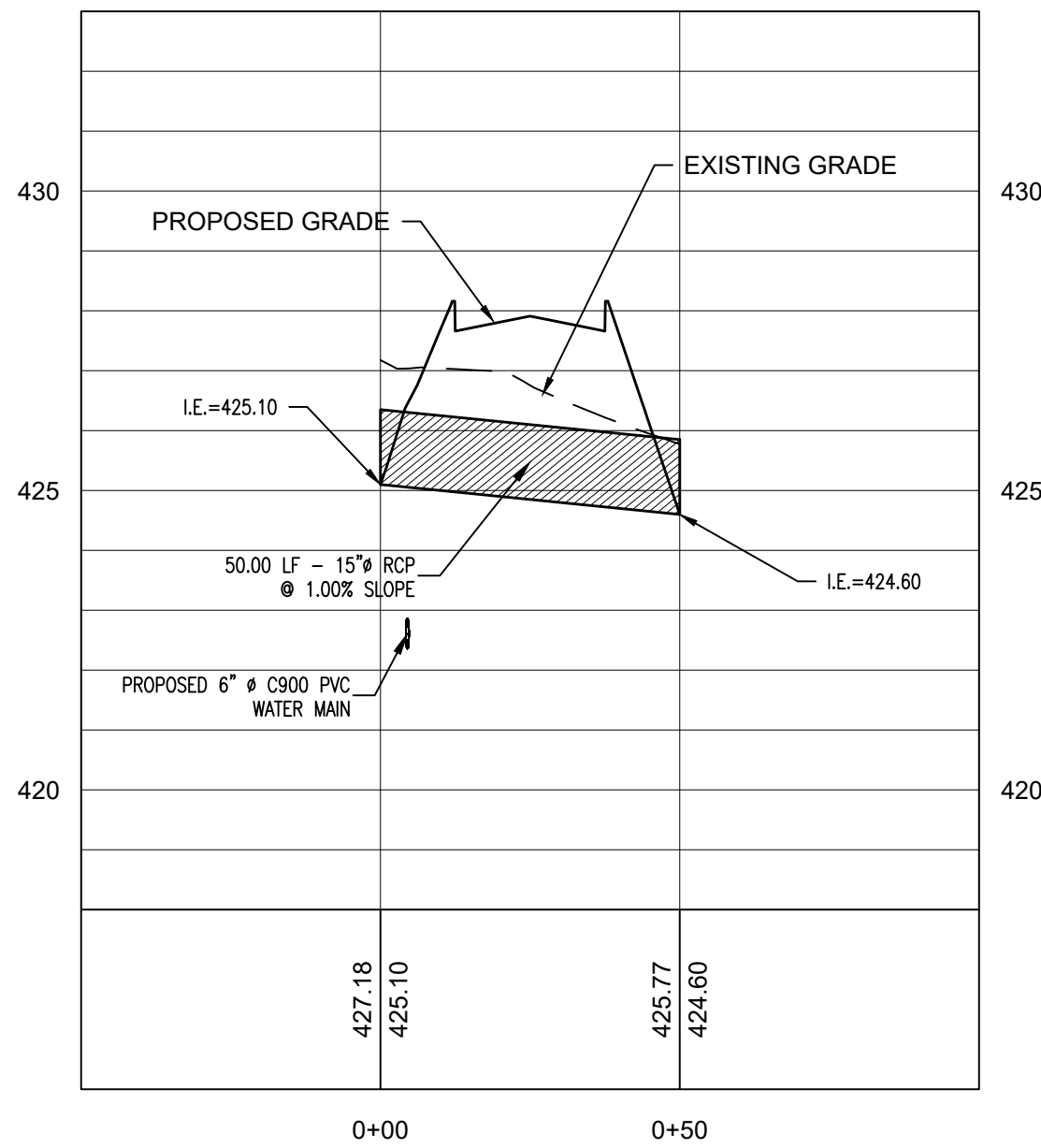
STORM SEWER "C"

SCALE: HORIZ. 1"=30'
VERT. 1"=3'



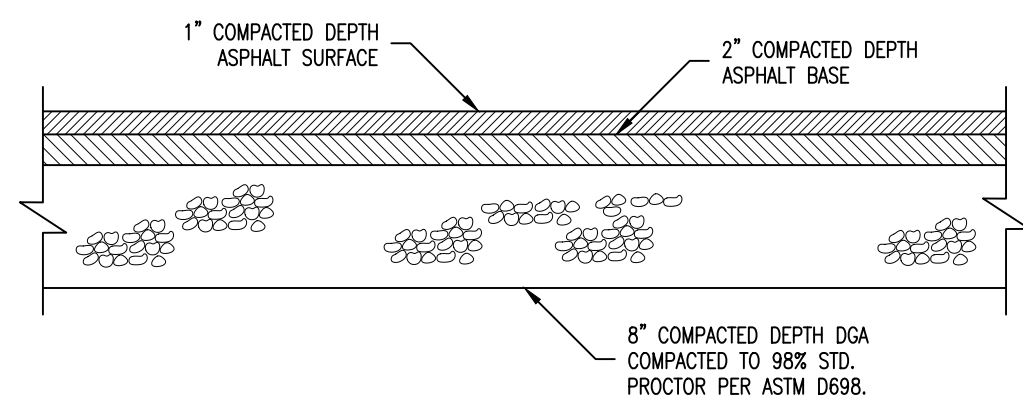
STORM SEWER "D"

SCALE: HORIZ. 1"=30'
VERT. 1"=3'

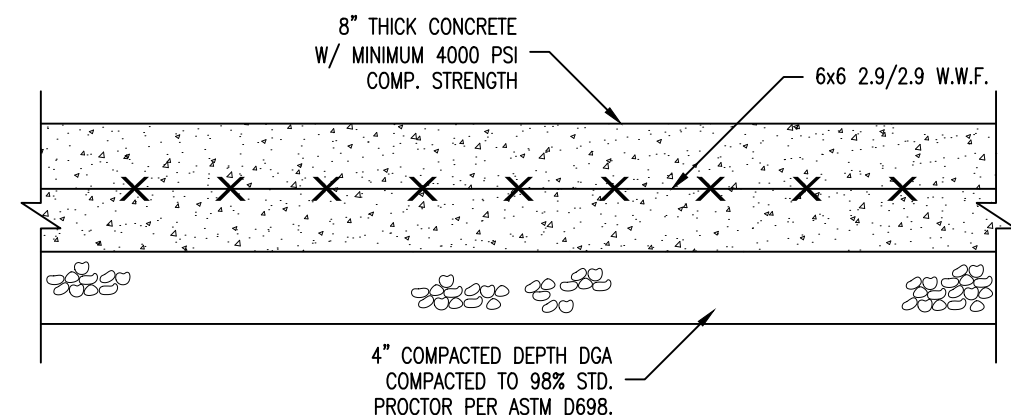


CULVERT "A"

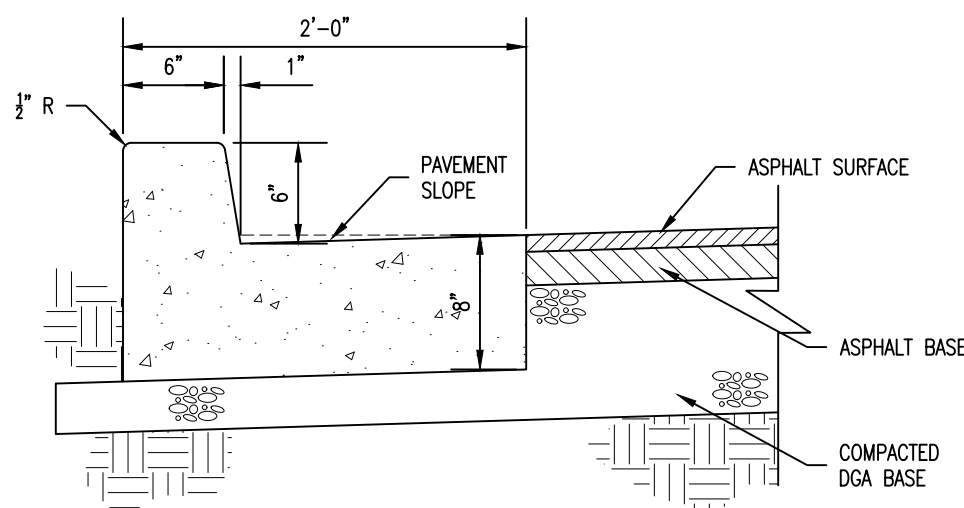
SCALE: HORIZ. 1"=30'
VERT. 1"=3'



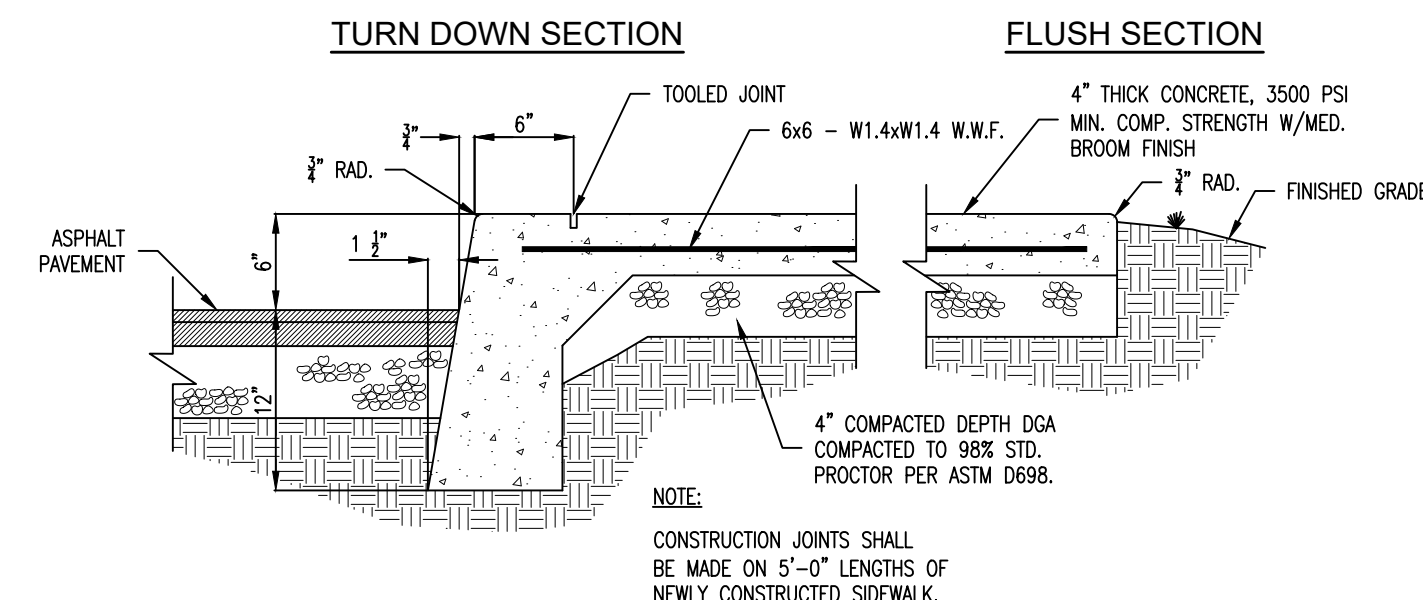
A
C-7 **STANDARD ASPHALT PAVEMENT**
SCALE: N.T.S.



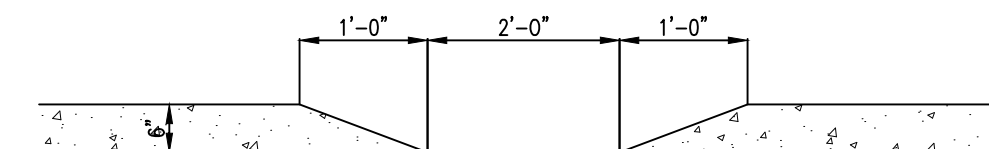
B
C-7 **HEAVY DUTY CONCRETE PAVEMENT**
SCALE: N.T.S.



C
C-7 **STANDARD CURB & GUTTER**
SCALE: N.T.S.



D
C-7 **CONCRETE SIDEWALK**
SCALE: N.T.S.

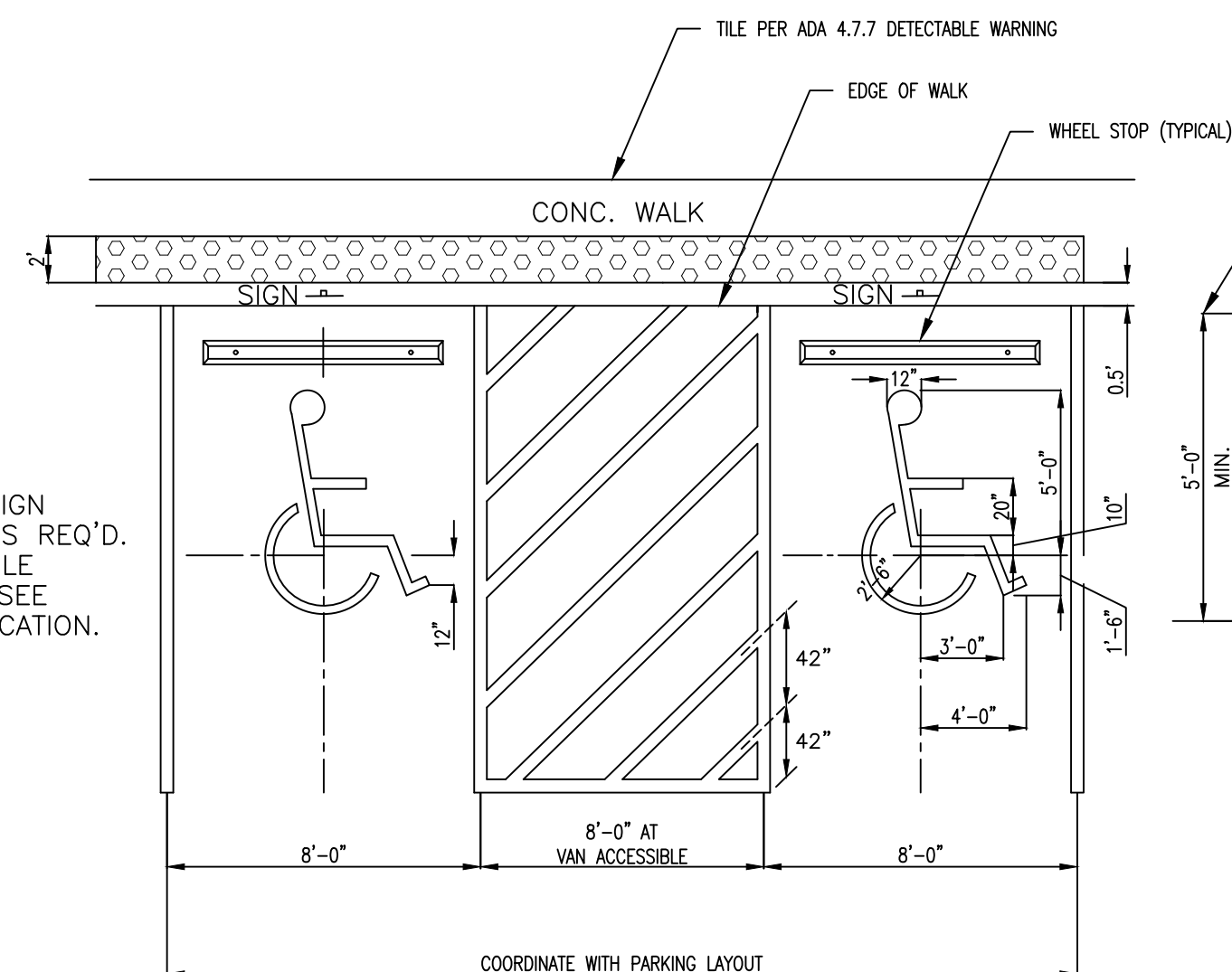


E
C-7 **FLUME DETAIL**
SCALE: N.T.S.

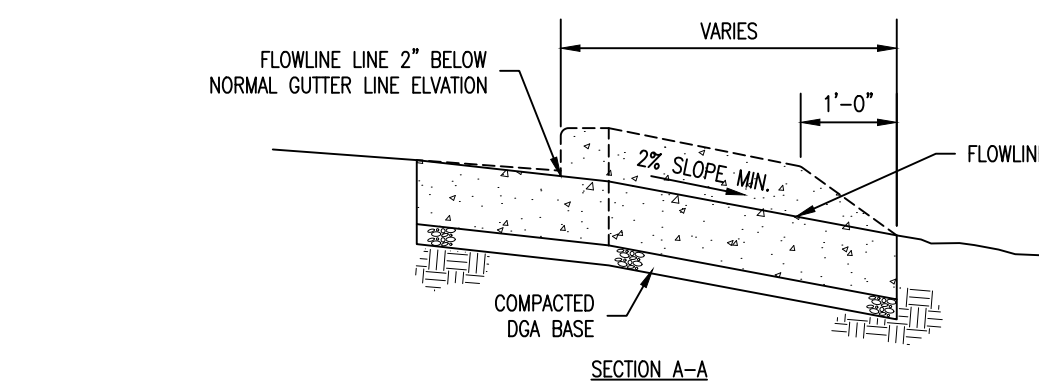
F
C-7 **CURB CUT**
SCALE: N.T.S.



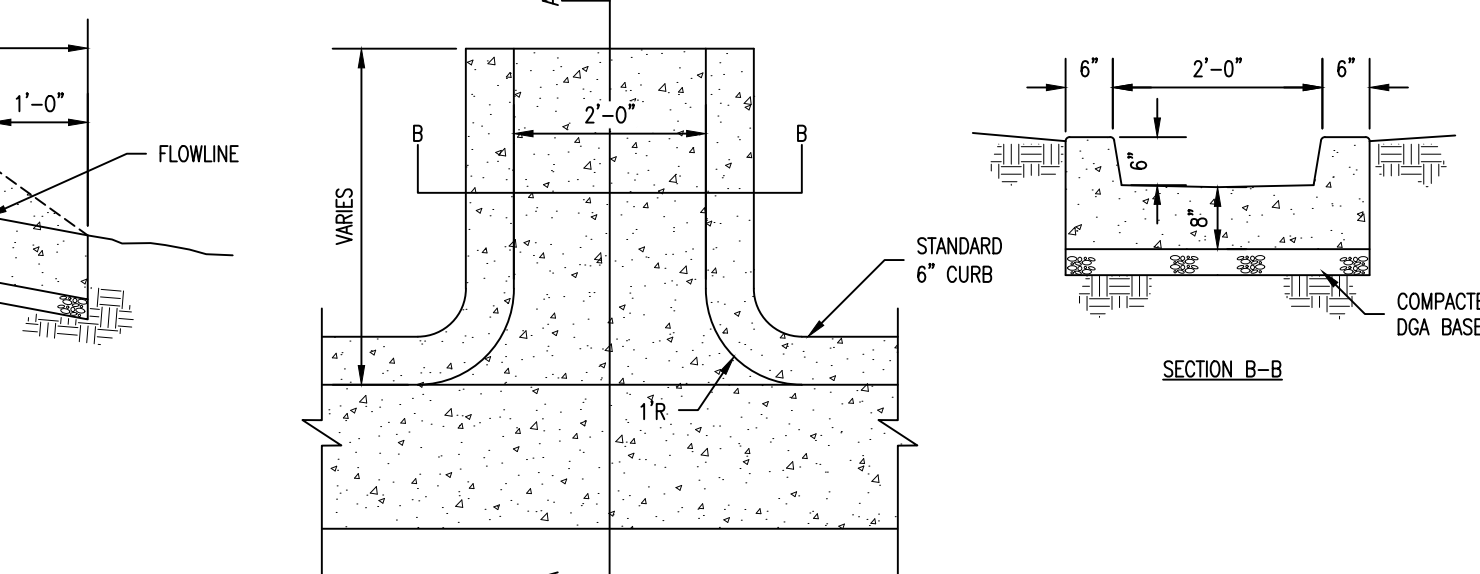
NOTE:
VAN ACCESSIBLE SIGN
BELOW H.C. SIGN IS REQ'D.
FOR VAN ACCESSIBLE
PARKING SPACES. SEE
SITE PLAN FOR LOCATION.



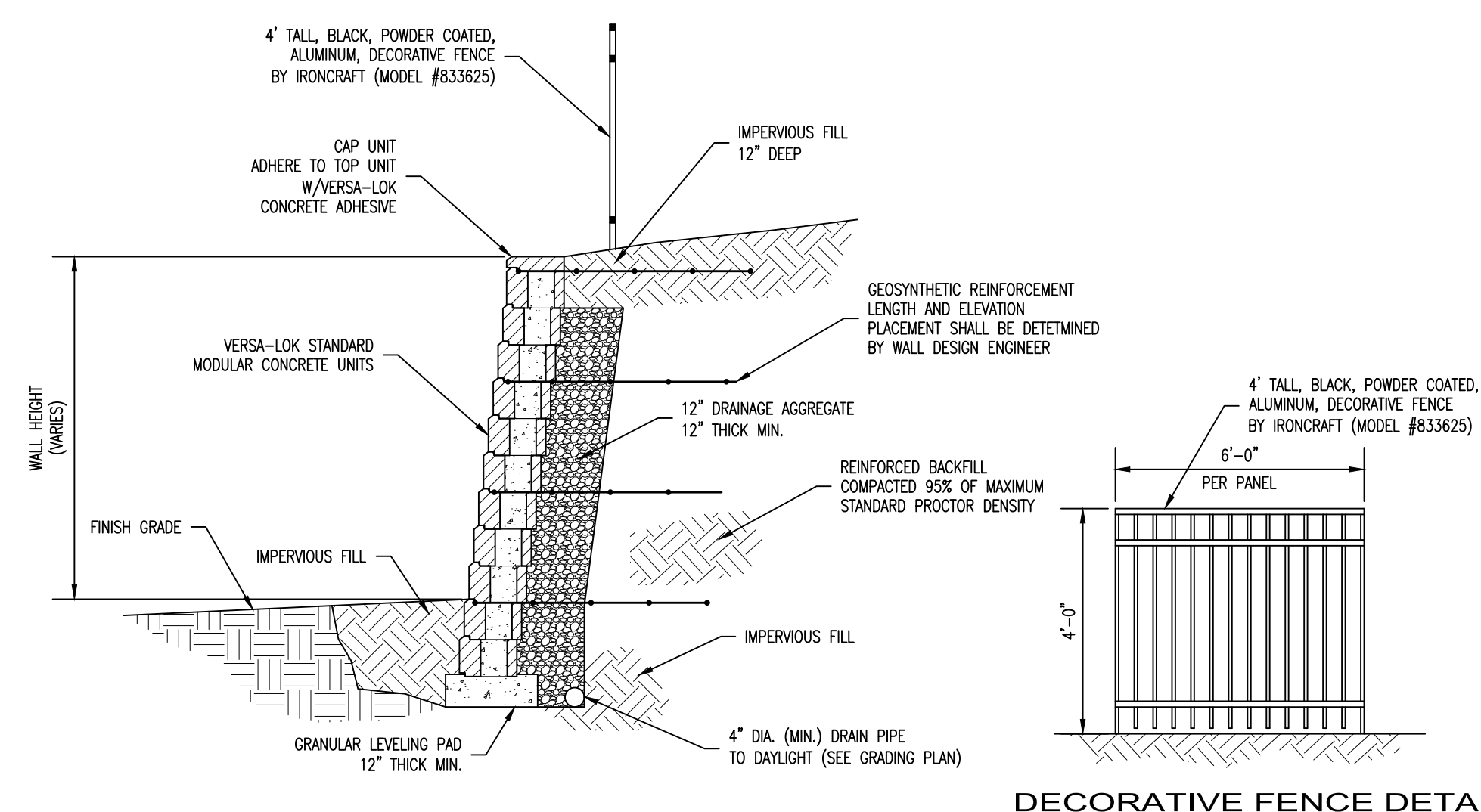
G
C-7 **HANDICAP PARKING**
SCALE: N.T.S.



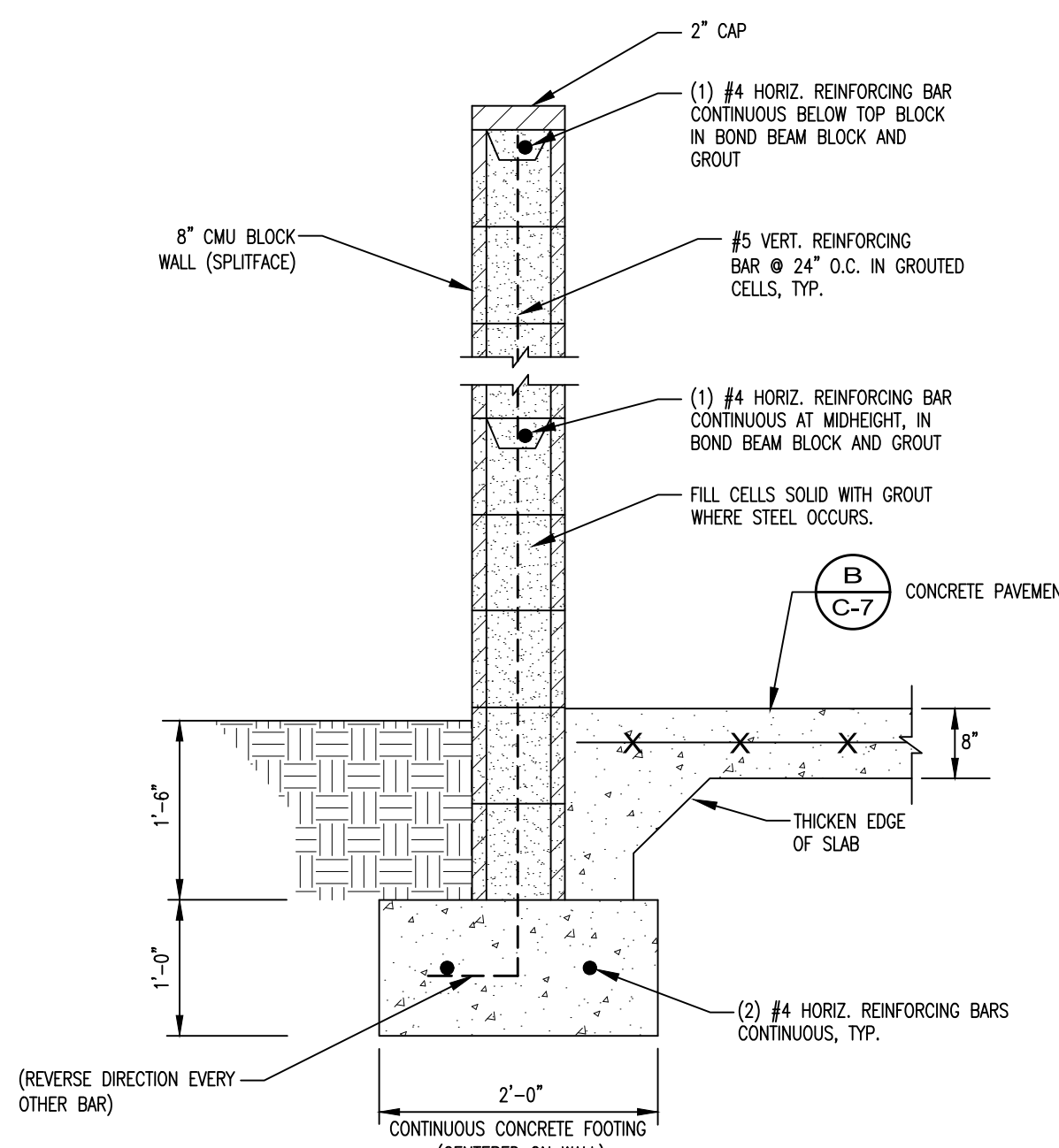
H
C-7 **HANDICAP RAMP DETAIL**
SCALE: N.T.S.



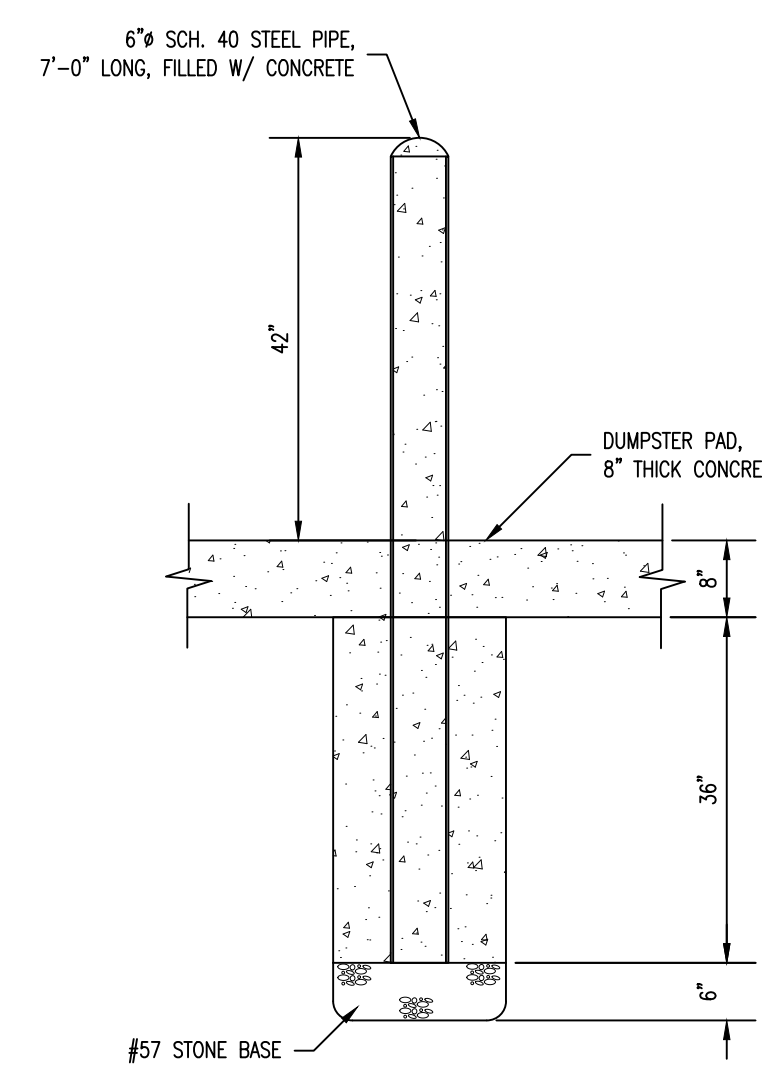
I
C-7 **SEGMENTAL RETAINING WALL**
TYPICAL SECTION
SCALE: N.T.S.



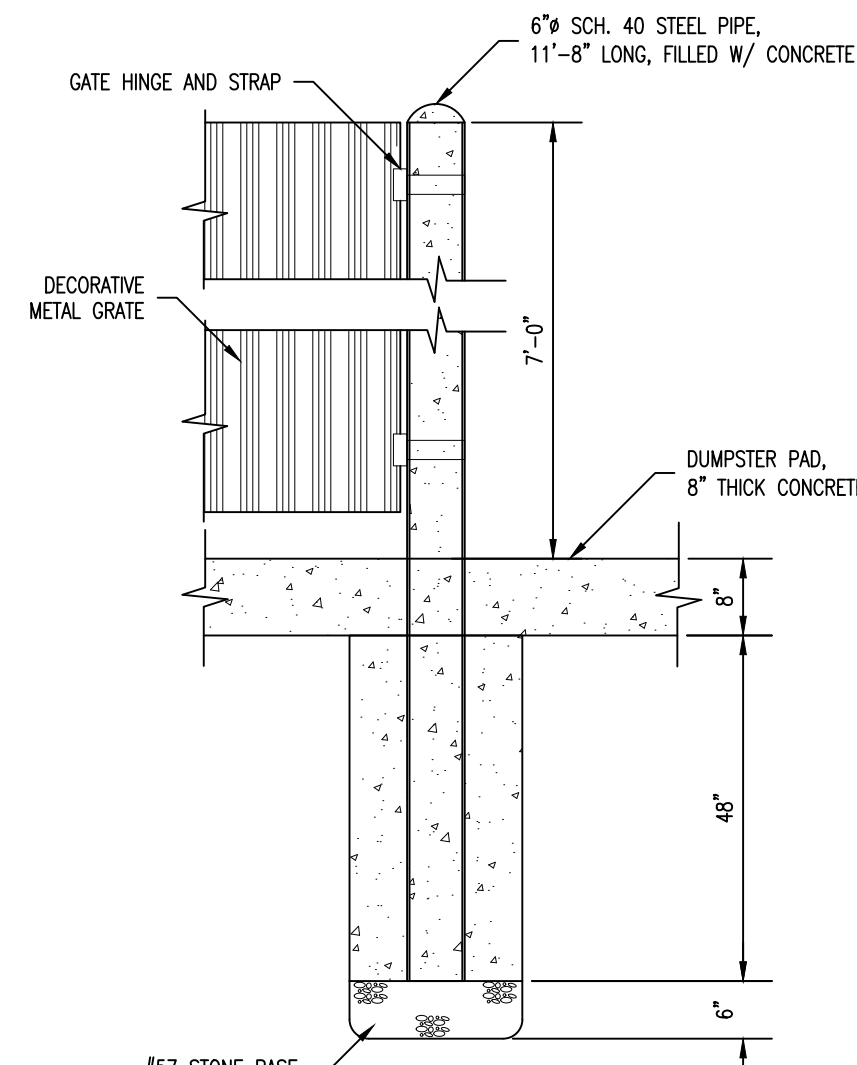
J
C-7 **DUMPSTER PAD ENCLOSURE**
SCALE: N.T.S.



K
C-7 **SECTION 2**
SCALE: N.T.S.



L
C-7 **BOLLARD DETAIL**
SCALE: N.T.S.



M
C-7 **GATE POST**
SCALE: N.T.S.



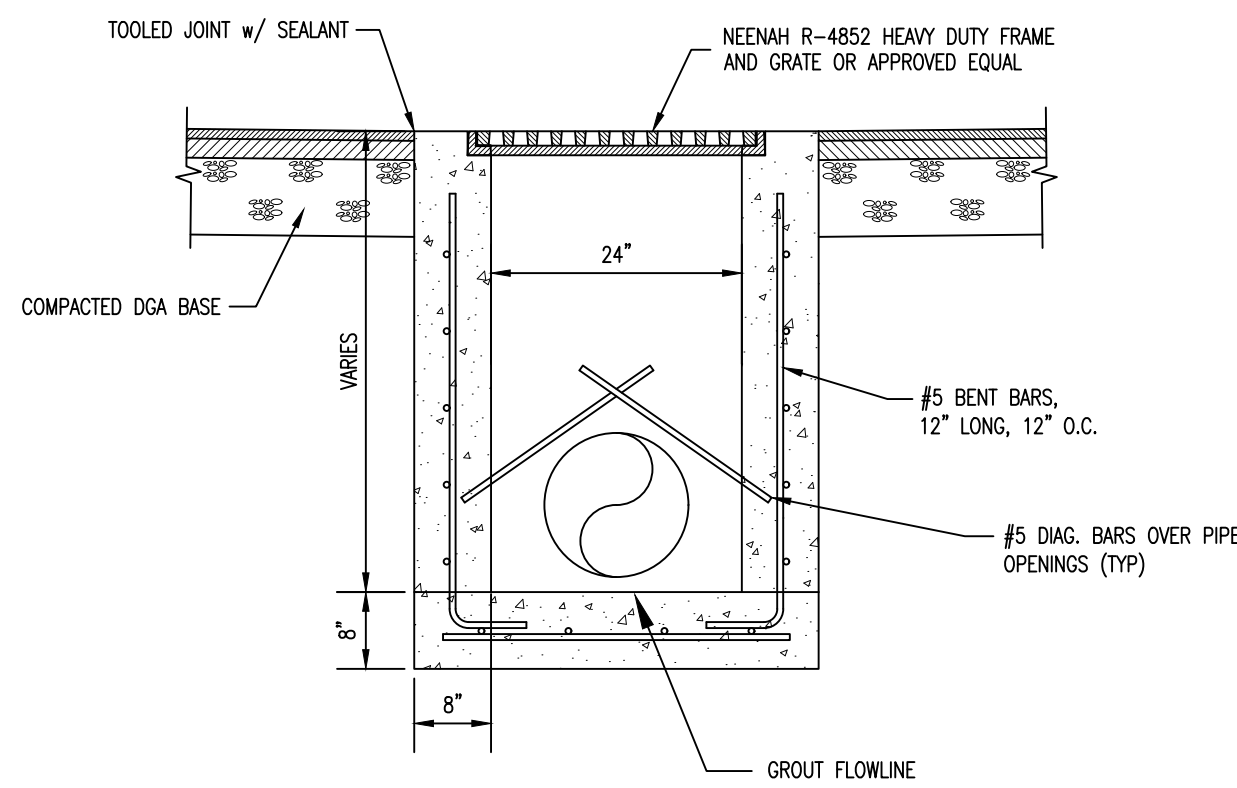
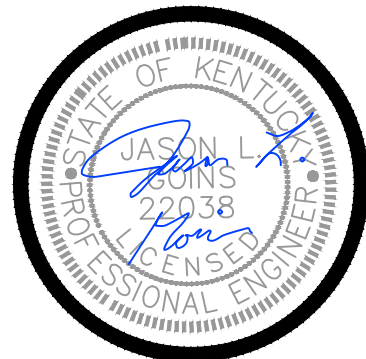
siteWORX
SURVEY & DESIGN, LLC
124 South 31st Street - Paducah, KY 42001 - Ph: (270) 443-8491
www.siteworxdesign.com

SITE DETAILS
VERMONT STREET APARTMENTS
100 VERMONT STREET
PADUCAH, KENTUCKY 42003

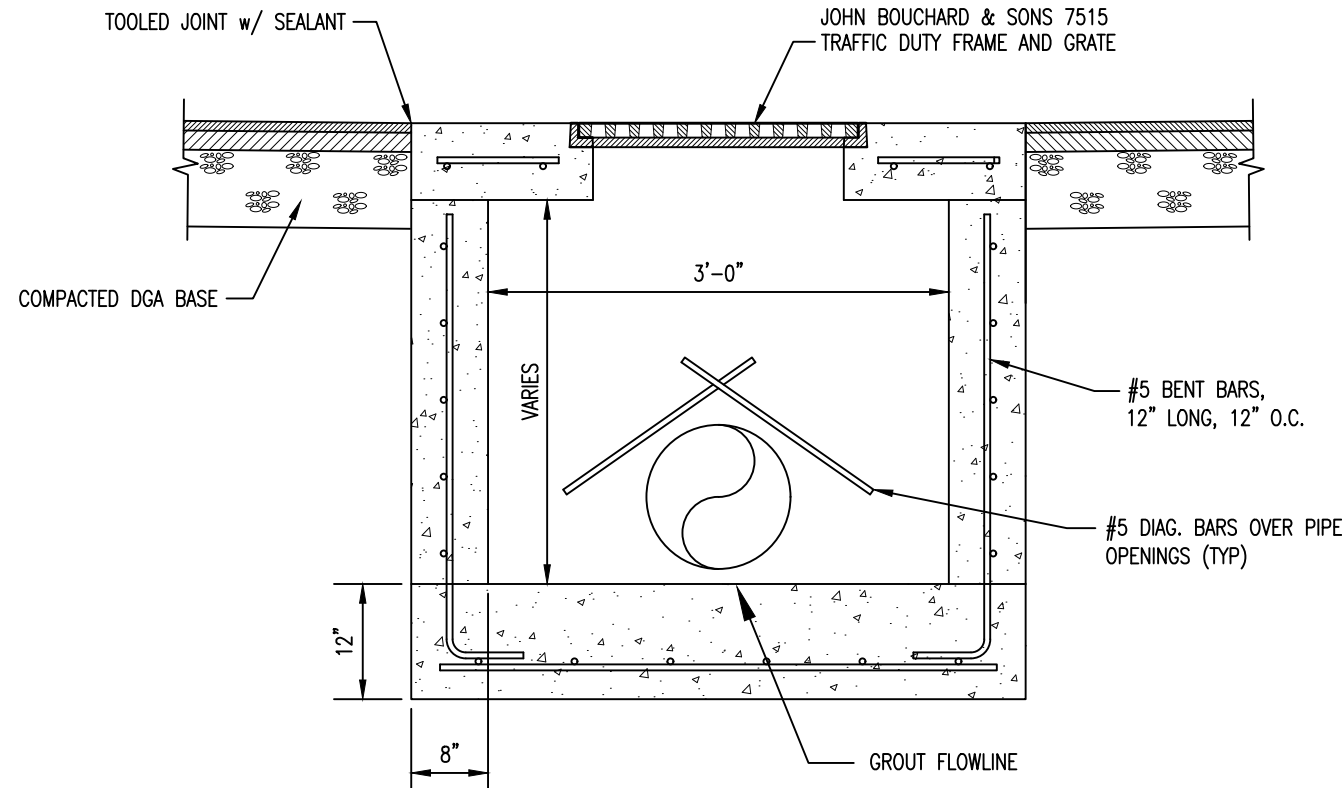
PROJECT NO.: 24053
DATE: SEPTEMBER 15, 2025
DRAWN BY: MM
CHECKED BY: JLG
REV. DESCRIPTION

SHEET
C-7

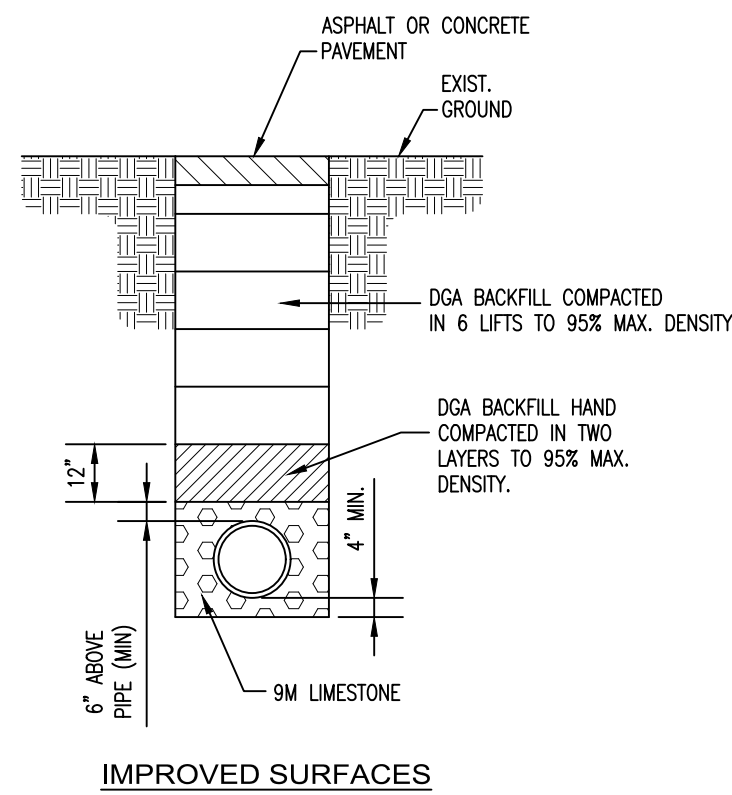
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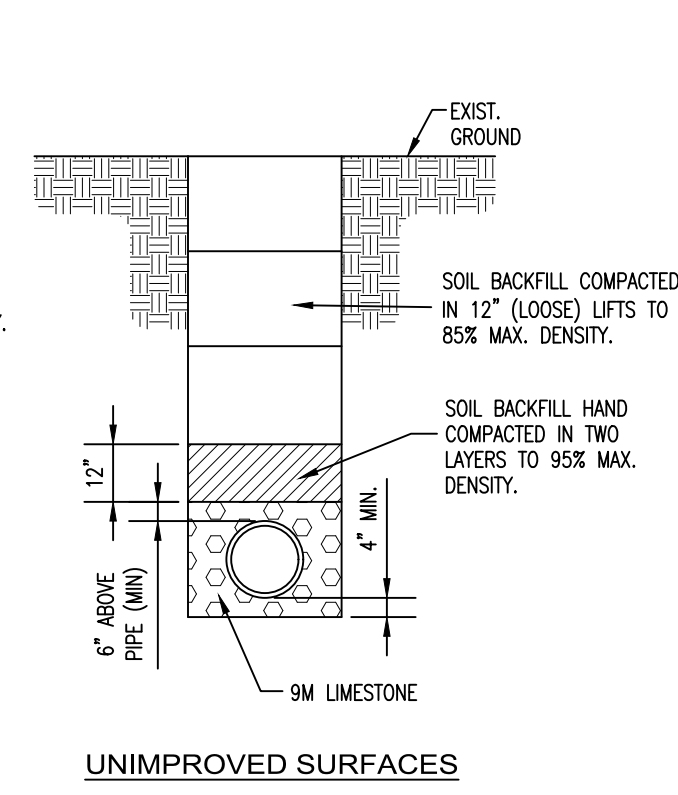
(N) DROP BOX INLET
SCALE: N.T.S.



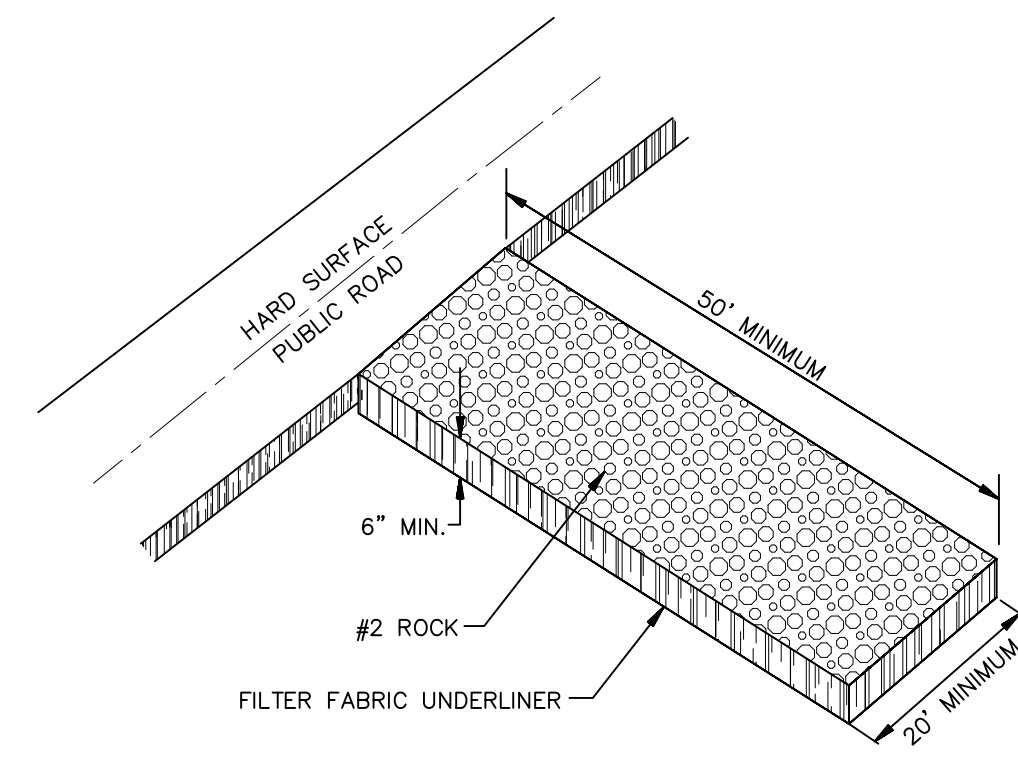
(O) DROP BOX INLET
SCALE: N.T.S.



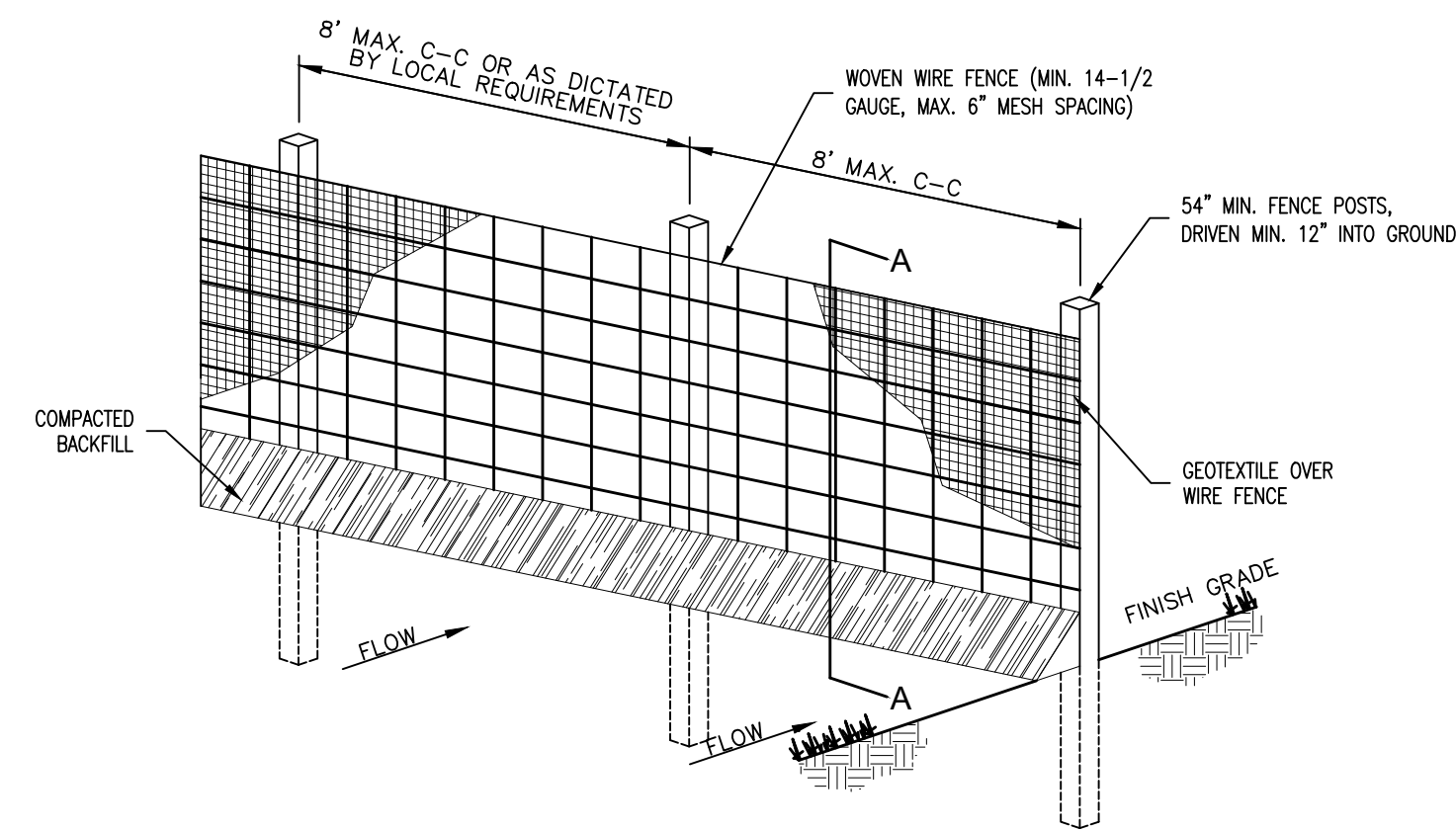
(P) STORM PIPE TRENCH BACKFILL
SCALE: N.T.S.



UNIMPROVED SURFACES



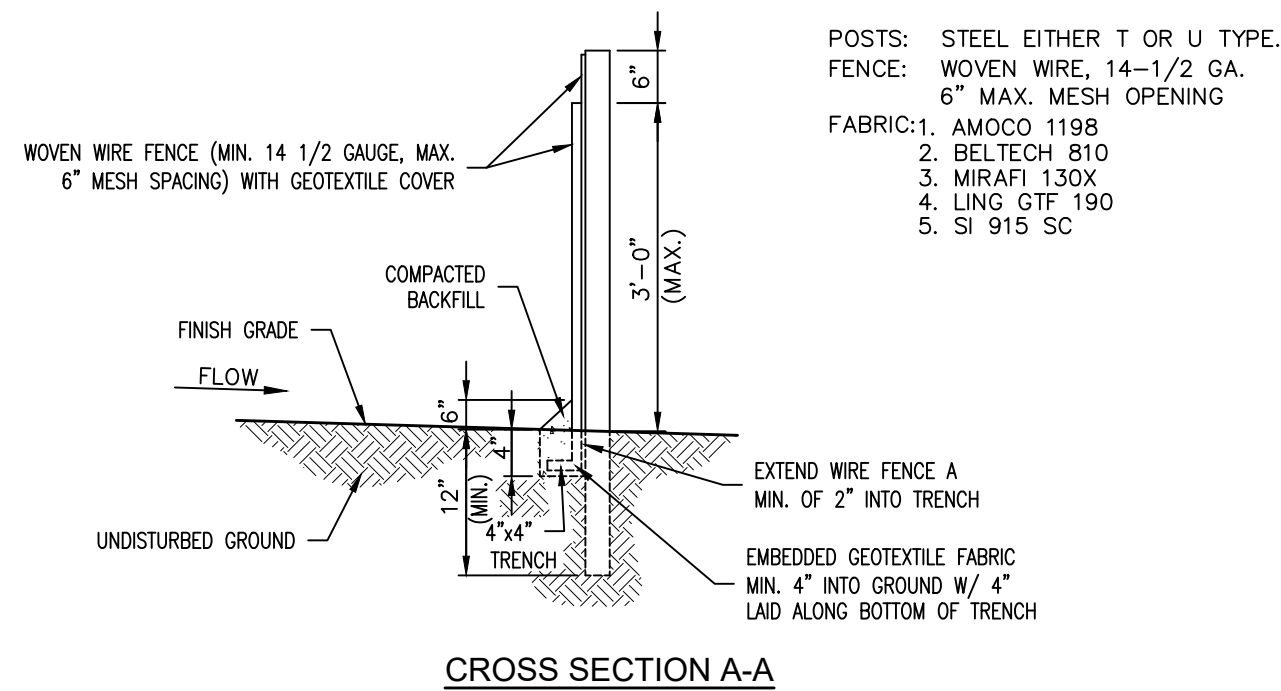
(Q) CONSTRUCTION EXIT
SCALE: N.T.S.



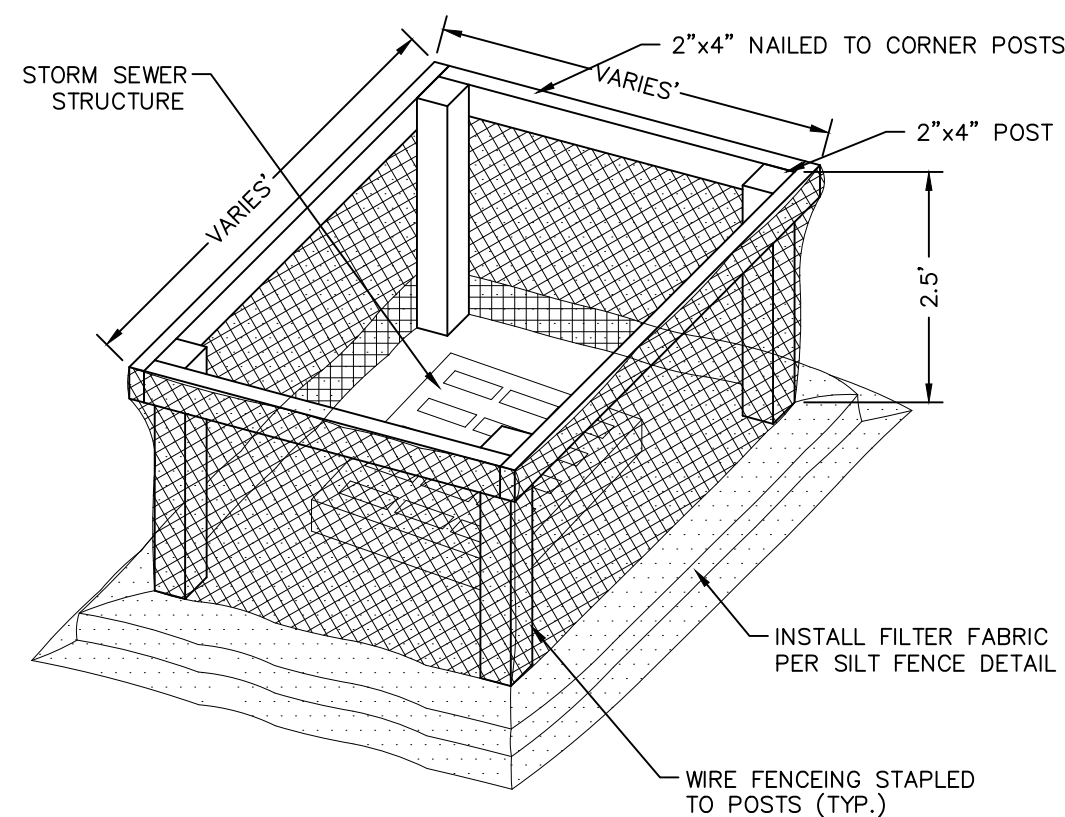
ISOMETRIC PLAN VIEW

- NOTE:
1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES.
 2. GEOTEXTILE TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
 3. WHEN TWO SECTIONS OF GEOTEXTILE ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED.
 4. MAINTENANCE SHALL BE PERFORMED AS NOTED IN THE EROSION CONTROL PLAN.
 5. COLLECTED MATERIAL SHALL BE REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.
 6. ALL SILT FENCE SHALL INCLUDE WIRE SUPPORT UNLESS INDICATED OTHERWISE.

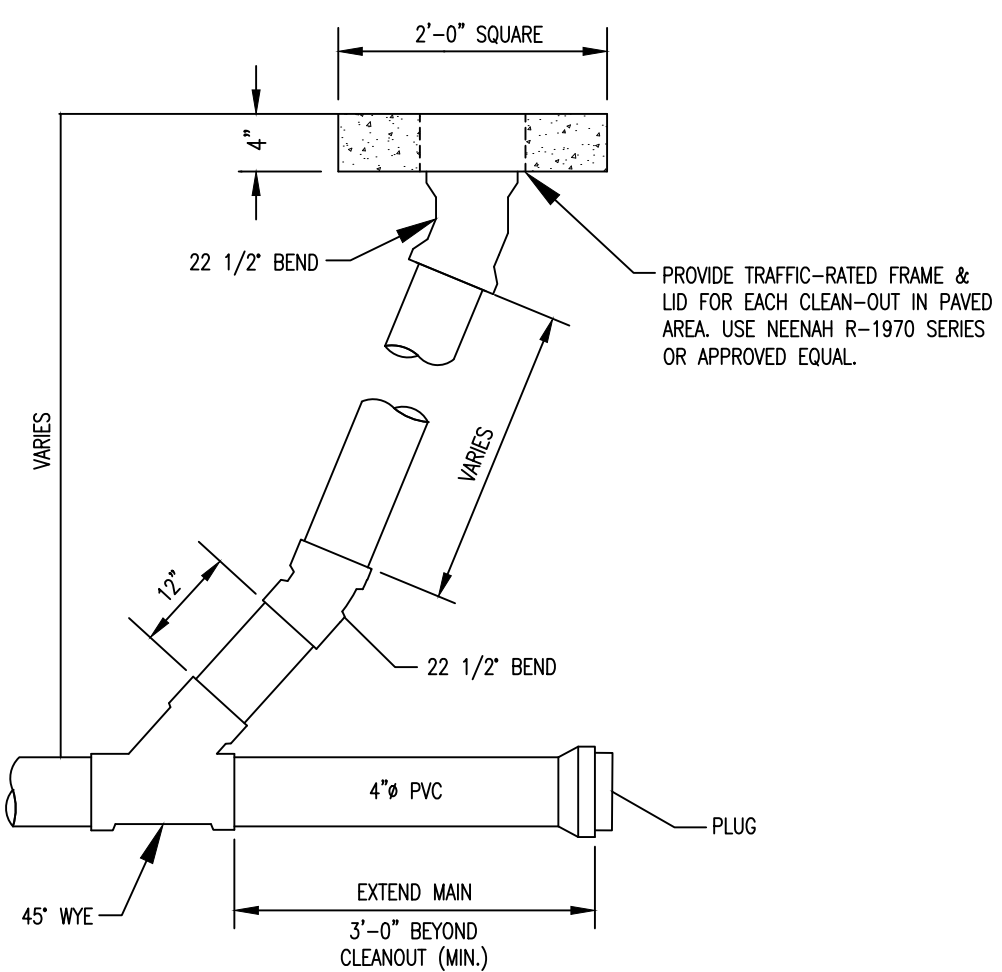
(R) SILT FENCE
SCALE: N.T.S.



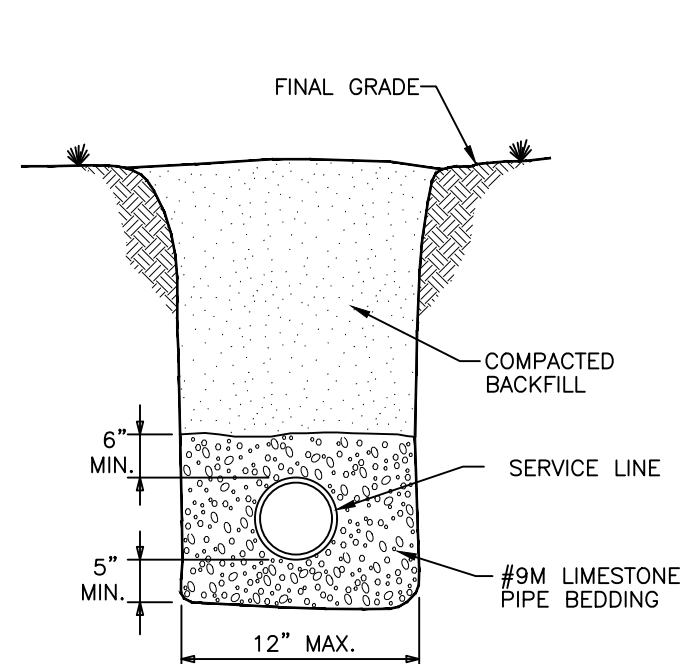
CROSS SECTION A-A



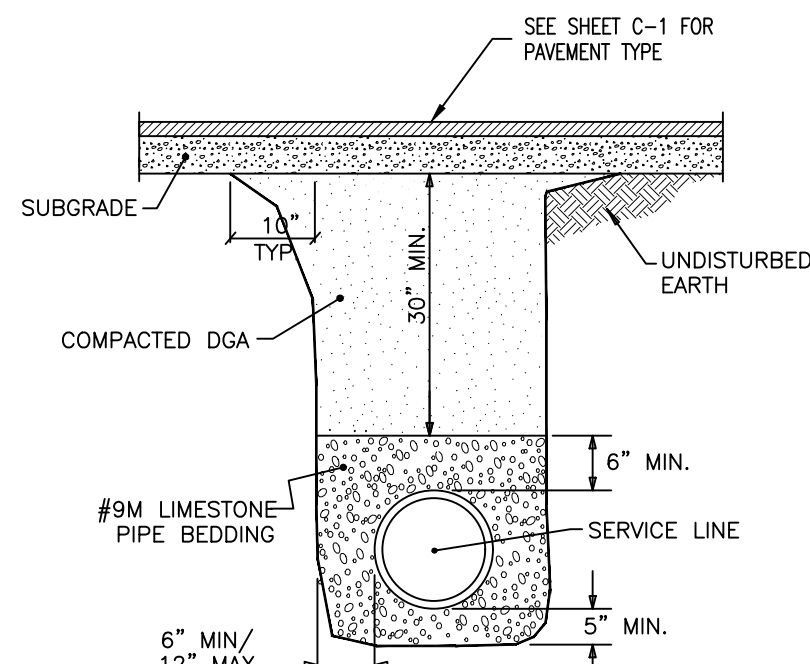
(S) INLET PROTECTION DETAIL
SCALE: N.T.S.



(T) CLEAN-OUT
SCALE: N.T.S.

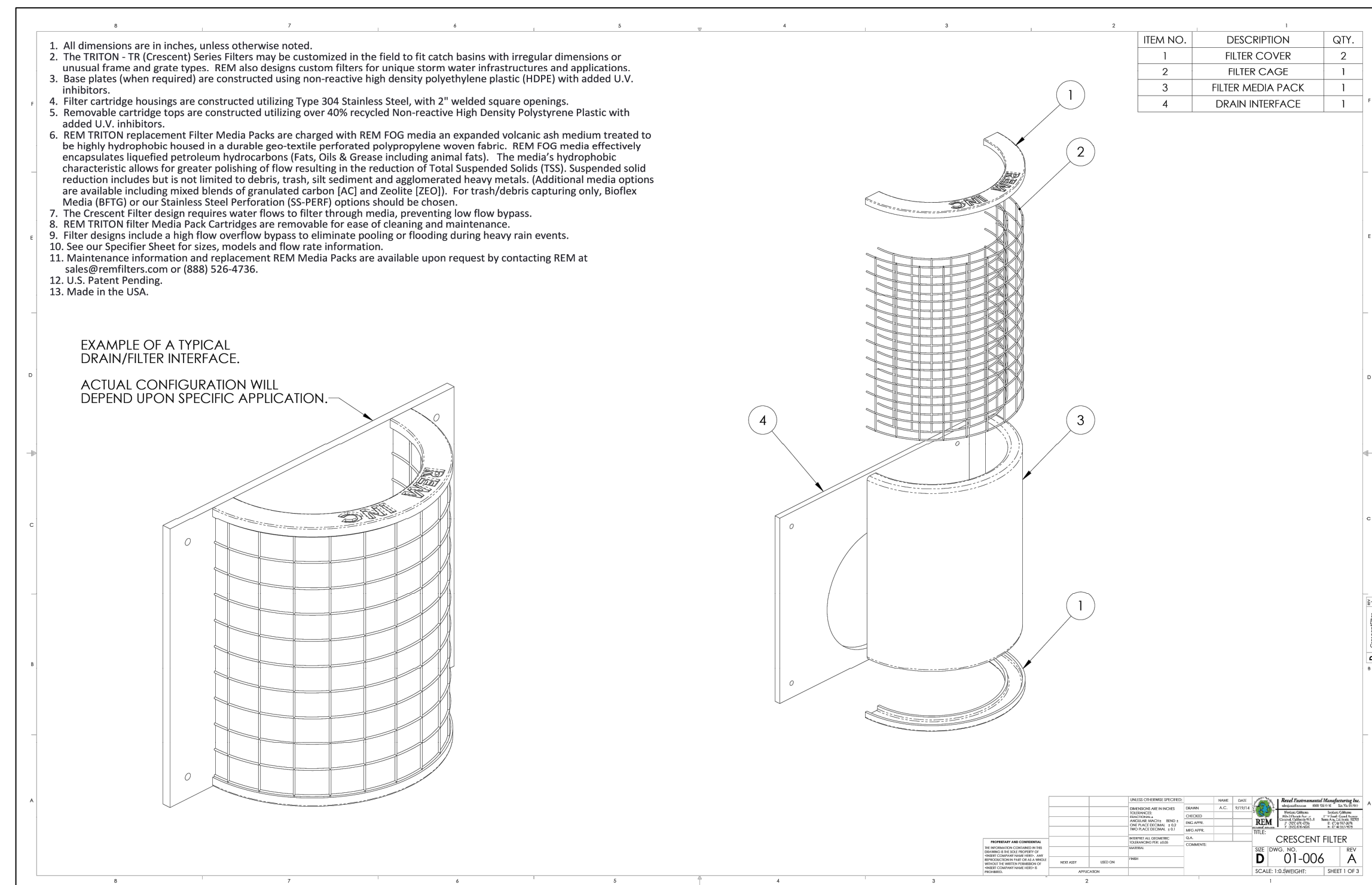


UNIMPROVED SURFACES



IMPROVED SURFACES

(U) UTILITY TRENCH SECTION
SCALE: N.T.S.



CERTIFICATE OF OWNERSHIP

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

SIGNATURE - CITY OF PADUCAH DATE
PRINT NAME TITLE

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

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

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC SIGNATURE: _____
MY COMMISSION EXPIRES ON THE _____ DAY OF _____.

MAYOR'S CERTIFICATE OF DEDICATION APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 100 OF THE KENTUCKY REVISED STATUTES, I, GEORGE BRAY, MAYOR, ON BEHALF OF THE CITY OF PADUCAH, HEREBY CERTIFY THAT THE PROPOSED DEDICATION OF THE RIGHT-OF-WAY AND PUBLIC EASEMENTS AS SHOWN HEREON HAS BEEN FOUND TO BE BENEFICIAL TO THE PUBLIC INTEREST AND IS ACCEPTED BY THE CITY OF PADUCAH, KENTUCKY IN ACCORDANCE WITH ORDINANCE _____ ADOPTED AT A MEETING HELD ON _____.

MAYOR, CITY OF PADUCAH

CERTIFICATE OF APPROVAL OF STREETS

A FORM OF SECURITY IN THE AMOUNT OF \$ _____ WAS BEEN SUBMITTED IN ACCORDANCE WITH THE CITY OF PADUCAH CODE OF ORDINANCES TO ASSURE COMPLIANCE OF ALL REQUIRED SUBDIVISION IMPROVEMENTS IN ACCORDANCE WITH THE APPROVED PLANS & SPECIFICATIONS.

CITY ENGINEER DATE

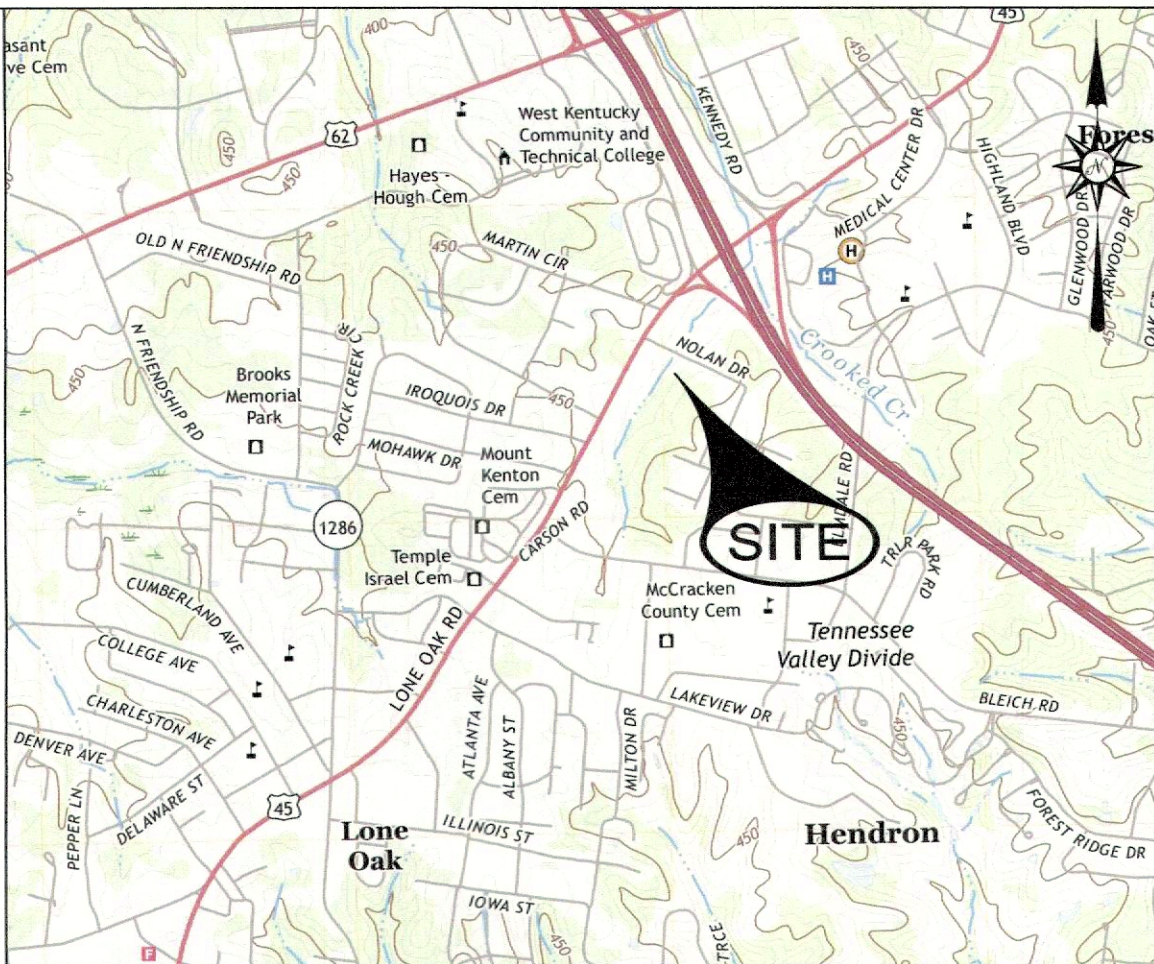
CERTIFICATE OF RECORDING STATE OF KENTUCKY, COUNTY OF McCRACKEN

_____, CLERK FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT THIS PLAN WAS THIS DAY LOANED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATES IN MY OFFICE.

GIVEN UNDER MY SEAL THIS THE _____ DAY OF _____, 20____.

BY _____ D.C. _____ CLERK
AND RECORDED IN PLAT SECTION _____ PAGE _____.

McCRACKEN COUNTY COURT CLERK DEPUTY COURT CLERK



VICINITY MAP
SCALE: 1" = 2000'

LEGEND

○	PROPERTY CORNER - NO MONUMENT SET
●	PROPERTY CORNER - FOUND AS NOTED
---	PROPERTY LINE
-.-.-	ADJOINING PROPERTY LINE
---	CENTERLINE
---	EASEMENT LINE

- GENERAL NOTES**
- OWNER: CITY OF PADUCAH
P.O. BOX 2267
PADUCAH, KENTUCKY 42002-2267
 - CLIENT: CHAPMAN PROPERTY DEVELOPMENT, LLC
2201 BROADWAY
PADUCAH, KY 42001
 - SOURCE: PLAT SECTION "J", PAGE 1012
PLAT SECTION "N", PAGE 27
PLAT SECTION "N", PAGE 107
 - THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR McCRACKEN COUNTY - MAP NO. 2114500142F DATED 11/02/2011.
 - THE SUBJECT PROPERTY IS SERVED WITH SANITARY SEWER BY McCRACKEN COUNTY JOINT SEWER AGENCY.
 - THE SUBJECT PROPERTY IS SERVED WITH POTABLE WATER BY PADUCAH WATER.
 - THERE WERE NO CEMETERIES OR GRAVE SITES FOUND DURING INSPECTION OF THIS PROPERTY DURING THIS SURVEY.

SURVEYOR'S CERTIFICATE

TO: CITY OF PADUCAH
P.O. BOX 2267
PADUCAH, KENTUCKY 42002-2267

THIS PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS BY THE METHOD OF RANDOM TRAVERSE WITH SIDESHOTS HAVING AN UNADJUSTED CLOSURE RATIO OF 1:52402. BEFORE ADJUSTMENT OF THE ADJUSTED ANGULAR AND LINEAR DIMENSIONS HEREON INDICATED, FOR AN URBAN SURVEY AS DEFINED BY THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN KENTUCKY, THE INFORMATION SHOWN BY THIS PLAT BEING TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE OF SURVEY COMPLETION: Aug. 12, 2025
DATE OF SIGNATURE: DEC. 5, 2025

KENTUCKY PROFESSIONAL LAND SURVEYOR #2403

TITLE OPINION:

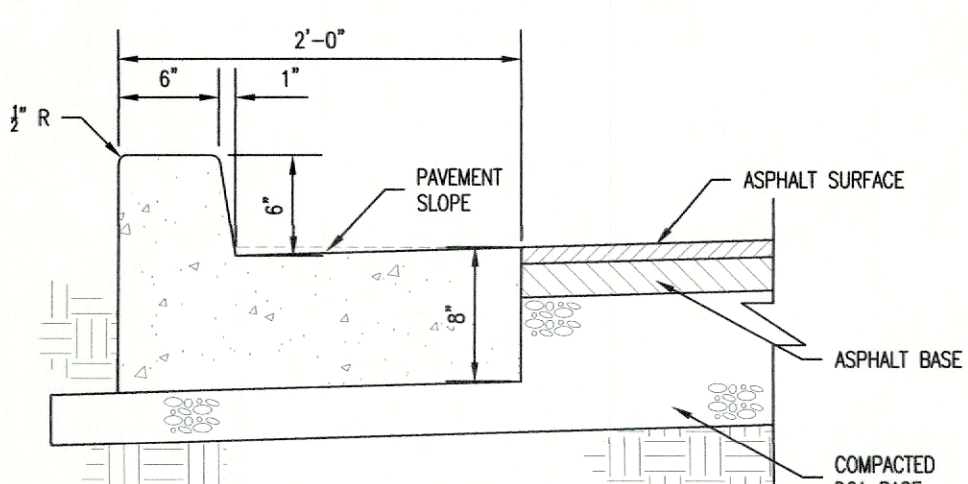
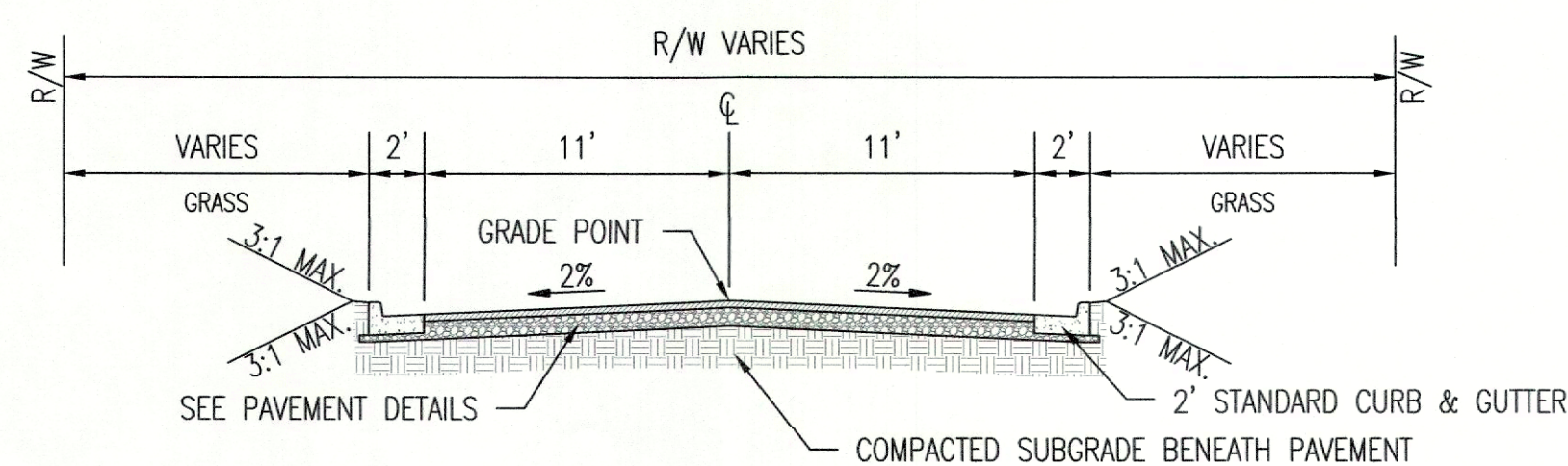
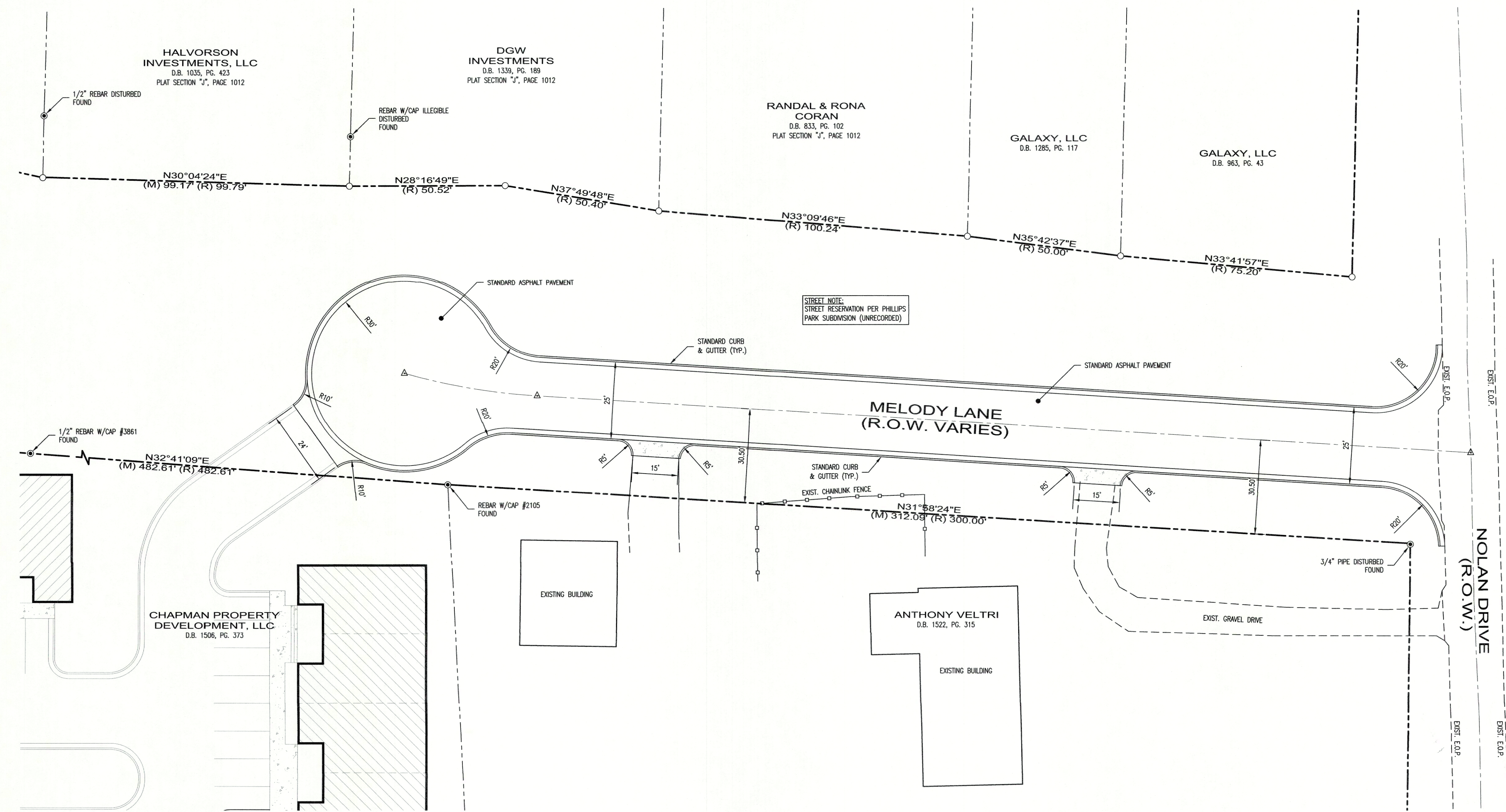
THIS PLAT HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY TO OBTAIN AND SHOW RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIONS PERTAINING TO THIS PROPERTY. HOWEVER, THIS PLAT IS SUBJECT TO THE FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE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

INTENT:

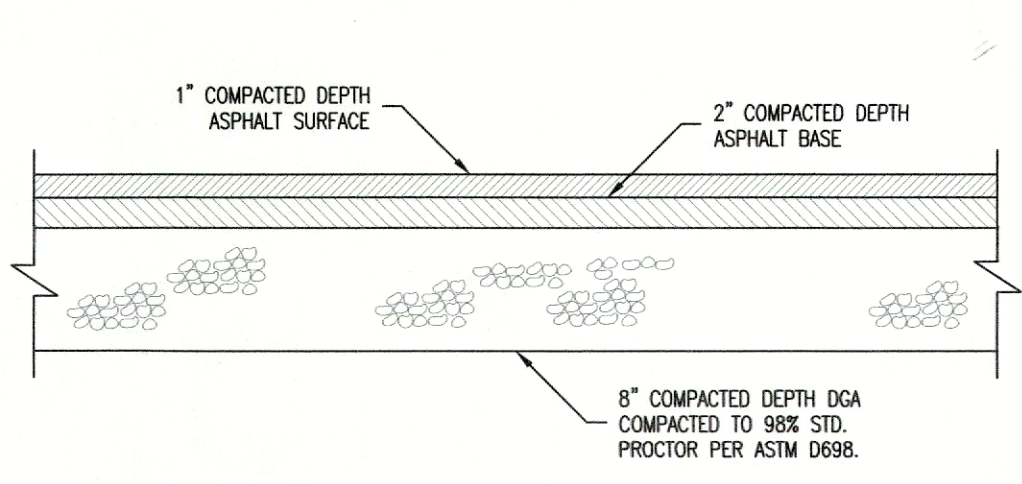
THE INTENT OF THIS PLAT IS TO ESTABLISH MELODY LANE AND DEDICATE THE IMPROVEMENTS WITHIN THE EXISTING CITY RIGHT OF WAY FOR PUBLIC USE AND MAINTENANCE BY THE CITY OF PADUCAH. THIS PLAT IS SUBMITTED IN ACCORDANCE WITH KRS CHAPTER 100 RELATIVE TO THE CITY OF PADUCAH ZONING ORDINANCE.

NOTE:

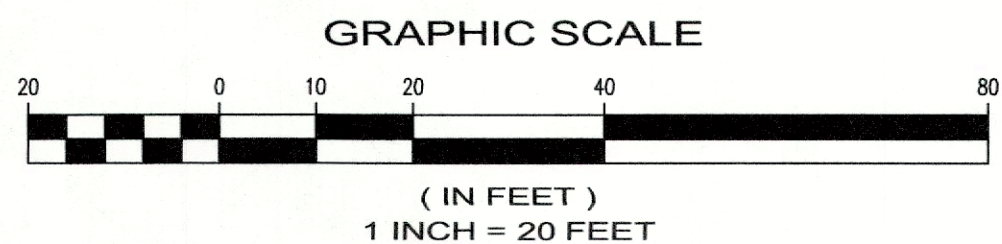
ALL CONNECTIONS TO THE ESTABLISHED STREET, INCLUDING ENTRANCES, PRIVATE ROADS, AND DRIVEWAYS WITHIN THE EXISTING RIGHT OF WAY ARE PRIVATELY MAINTAINED FEATURES IN ACCORDANCE WITH PADUCAH CODE OF ORDINANCES SEC. 98-35.



STANDARD CURB & GUTTER
SCALE: N.T.S.



STANDARD ASPHALT PAVEMENT
SCALE: N.T.S.



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

STREET ACCEPTANCE PLAT
THE PLAT OF SURVEY SHOWN HEREON REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201KAR 18.150

NEW STREET: MELODY LANE
NOLAN DRIVE
PADUCAH, KENTUCKY 42003

PROJECT NO.: 24053
DATE: DECEMBER 2, 2025
DRAWN BY: MM
CHECKED BY: LKX
REV. DESCRIPTION

ROADWAY PERFORMANCE AND WARRANTY SURETY BOND AGREEMENT

THIS AGREEMENT is made this 14th day of January 2026, by and between the City of Paducah ("City"), with a principal mailing address of 300 South 5th Street, Paducah, Kentucky 42003; Chapman Property Development 2201 Broadway St Paducah, KY 42001; and Merchant National Bonding, Inc. PO BOX 14498 Des Moines, IA 50306.

RECITALS

A Developer desires final acceptance of a Street Acceptance Plan, pursuant to a plan dated December 2, 2025.

Developer is desirous of installing the public improvements pursuant to the Final Plan, consisting of the grading, drainage, curbing, and paving for the street known as Melody Lane, and administration and engineering fees, for that purpose. Developer has obtained an estimate prepared by a professional engineer, which estimate is in the amount of \$72,950.00 (and which estimate is equal to the cost of completion, under prevailing wage laws). The developer will provide to the City a Performance and Warranty Surety Bond in the amount of One hundred-fifty thousand dollars (\$ 150,000.00), which amount is estimated in accordance with current City contracts to prosecute the work.

Developer must complete the improvements for the Roadway within fifty (50) weeks from the date hereof. The City's subdivision regulations require that financial security be posted for public improvements prior to final plan approval.

It is the purpose of this Agreement to provide the financial security needed by the Developer to guarantee the installation of the aforementioned public improvements.

NOW, THEREFORE, for and in exchange of mutual consideration and benefits, the previous receipt thereof being hereby acknowledged and intending to be legally bound by the provisions hereof, the parties agree as follows:

Developer agrees to provide a Performance and Warranty Surety Bond for the benefit of and made payable to the City for the purpose of guaranteeing payment for completion of public improvements by Developer, consisting of the grading, curbing and paving for the street known as Melody Lane, as required by the City of Paducah Planning and Zoning Ordinance Subdivision Requirements and as set forth on specifications and plans submitted by Developer to the City.

The Performance and Warranty Surety Bond shall be in the amount of \$150,000.00 and shall initially be in force and issued for a period of one (1) year, (fifty-two (52) weeks) from date hereof. Developer agrees that all public improvements shall be completed within fifty (50) weeks from the date hereof.

Developer will complete the improvements to Melody Lane in accordance with plans and specifications filed with the City.

If all the improvements referred to in Paragraph 1 of this Agreement are not completed within fifty (50) weeks from the date hereof, the Developer may seek extension of that period upon the concurrence of the City; provided, however, that as a condition to the grant of such extension, Developer must provide a Performance and Warranty Surety Bond for the benefit of and made to the City, in a form acceptable to the City, and in an amount and for a time to be determined by the City. In the event of such extension, Developer agrees to complete all public improvements prior to the expiration of the newly revised or reissued Performance and Warranty Surety Bond.

Upon notification from the City to the bond issuing entity of default in construction of the public improvements pursuant to specifications and plans within fifty (50) weeks, the bond issuing entity's responsibility under its Performance and Warranty Surety Bond shall be triggered. The bond issuing entity shall pay the City the original amount of the Performance and Warranty Surety Bond less, any lawful deductions thereto, as determined by and approved by the City; said amount to be used by the City toward the completion of said improvements. The required improvements are to be completed by the City at the City's option, with payment by the bond issuing entity to the City upon the City's filing with the bond issuing entity an affidavit stating Developer's default.

Upon default by Developer in construction of the public improvements pursuant to specifications and plans, the City shall be authorized to withhold (a) permits for the further construction of improvements and (b) building permits.

The City agrees that this Agreement and the Performance and Warranty Surety Bond are the financial security required for the public improvements for the Final Plan of the Melody Lane Development Plan.

IN WITNESS HEREOF AND BY AFFIXING THE SIGNATURES OF THEIR AUTHORIZED AGENTS BELOW, THE PARTIES HEREBY ACKNOWLEDGE AND CERTIFY THAT THE TERMS AND CONDITIONS SET FORTH HEREIN WERE AGREED UPON BY THE PARTIES IN THE COURSE OF GOOD FAITH NEGOTIATIONS CONDUCTED AT ARMS LENGTH. SAID SIGNATURES FURTHER ACKNOWLEDGE AND CERTIFY THAT THE PARTIES HAVE BEEN GIVEN ADEQUATE TIME TO READ, REVIEW, AND SEEK CLARIFICATION FROM LEGAL COUNSEL PERTAINING TO ALL RIGHTS AND DUTIES SET FORTH HEREIN AND NOW FULLY UNDERSTAND ALL SUCH RIGHTS AND DUTIES AND INTEND TO BE BOUND BY THE SAME.

CITY OF PADUCAH

George Bray
City of Paducah Mayor

NOTARY SEAL

STATE OF KENTUCKY

CITY OF

I certify the following was duly sworn before me on the day of January, 2026

My commission expires _____

Notary Public

DEVELOPER

By: _____

Title: Chapman Property Development, LLC - Jim Chapman

NOTARY SEAL

STATE OF KENTUCKY

CITY OF Warren

I certify the following was duly sworn before me on the 14th day of January, 2026.

Karen Johnson
Notary Public

My commission expires August 26, 2027

KAREN JOHNSON
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
COMMISSION # 76072
MY COMMISSION EXPIRES AUGUST 26, 2027

BOND ISSUING ENTITY

By:

Lakala Carter

Title: Merchants National Bonding, Inc.

Lakala Carter, Attorney-in-Fact

NOTARY SEAL

STATE OF KENTUCKY

CITY OF WARREN

I certify the following was duly sworn before me on the 14TH day of January, 2026

Karen Johnson

Notary Public

My commission expires August 26, 2027

KAREN JOHNSON

NOTARY PUBLIC

STATE AT LARGE

KENTUCKY

COMMISSION # 76072

MY COMMISSION EXPIRES AUGUST 26, 2027

MERCHANTS
BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

SUBDIVISION BOND

Bond No. 101748764

KNOW ALL PERSONS BY THESE PRESENTS:

THAT we, Chapman Property Development LLC

as Principal, and Merchants National Bonding, Inc. (hereinafter called
the Surety) are held and firmly bound unto the City of Paducah, KY

as Obligee, in the penal sum of one hundred fifty thousand

dollars (\$150,000.00), lawful money of the United States to the payment of which sum well and truly to
be made, the Principal herein firmly binds himself (themselves), their heirs, executors, and administrators,
and the said Surety binds itself, its successors, assigns, executors and administrators, jointly and
severally, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, whereas the above bounden Principal
is platting certain lots entitled Melody Lane

being an official plat lying within the City of Paducah
County of McCracken, State of Kentucky.

WHEREAS, the above bounden Principal has agreed with the Obligee to install the following
improvements:

Developer is desirous of installing the public improvements pursuant to the Final Plan, consisting of the grading,
drainage, curbing, and paving for the street known as Melody Lane, and administration and engineering fees, for that
purpose.

ALL such improvements to be completed in accordance with an agreement between the Principal and
the Obligee.

NOW, if the Principal shall in all respects fulfill this said obligation according to the terms thereof, and
shall satisfy all claims and demands incurred for same, and shall fully indemnify and save harmless the
Obligee from all costs and damages which it may suffer by reason of failure to do so and shall fully
reimburse and repay the Obligee all outlays and expenses which it may incur in making good any such
default, then this obligation is to be void and of no effect; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th
day of January, 20 26.

Chapman Property Development LLC
Principal

By Jim Chapman

Merchants National Bonding, Inc.

By Lakala Carter
Lakala Carter Attorney-in-Fact



MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Lakala Carter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of January, 2026.



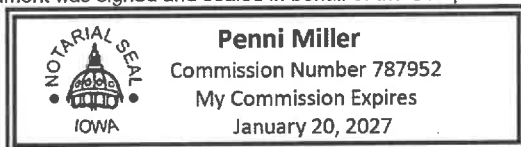
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of January, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of January, 2026.


Secretary
2023

Agenda Action Form

Paducah City Commission

Meeting Date: February 10, 2026

Short Title: Repeal and Replace Chapter 42 of the Code of Ordinances related to Rental Occupancy - **G. CHERRY**

Category: Ordinance

Staff Work
By: Greg
Cherry
Presentation
By: Greg
Cherry

Background Information: The updates to Paducah's Residential Rental Occupancy Permit Ordinance (Chapter 42, Article III) aim to improve safety, clarify enforcement procedures, and enhance transparency for both landlords and tenants. Changes include redefining inspection timelines, expanding the authority of the Code Official, introducing a Certificate of Compliance for code-abiding properties, and creating a public list of compliant rental units. The update emphasizes tenant privacy rights and removes the requirement for an occupancy permit before utility service can be established.

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

If yes, please list the Commission Priority: Rental Property Occupancy Permitting

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation:

Attachments:

1. ORD Rental Ordinance Repealing and Replacing

CITY OF PADUCAH
ORDINANCE _____
AMENDING SECTION 42 OF THE CODE OF ORDINANCES RELATED TO
RENTAL OCCUPANCY PERMITS AND INSPECTIONS

WHEREAS, numerous rental dwelling units exist in the City of Paducah, many of which are single and two family dwellings; and

WHEREAS, offering dwelling units for rental is a business and must be regulated; and

WHEREAS, regulating rental dwelling units for code compliance protects the public health, safety and general welfare of citizens occupying those dwelling units; and

WHEREAS, pursuant to statutes, the City has been granted powers to enforce the state building electrical, and fire codes; and

WHEREAS, in order to enforce the building, electrical, and fire codes, the City must be permitted to regularly inspect rental dwelling units; and

WHEREAS, a rental inspection program is required to set forth when such inspections shall take place, while also maintaining constitutional protections afforded to tenants and property owners by the U.S. Constitution and the Constitution of the Commonwealth of Kentucky; and

WHEREAS, the City's existing rental inspection ordinance properly addresses inspection of rental dwelling units on a limited basis, but no longer meets the City's needs for inspection without significant burden being placed on landlords with numerous units within City limits.

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

SECTION A.: That the City of Paducah, Kentucky hereby amends Chapter 42, Article III. – Residential Rental Occupancy Permits shall be repealed in its entirety and replaced as follows:

Sec. 42-61. Purpose and intent.

- (a) The purpose of this article is to protect the public health, safety and general welfare of the people of the City in occupied dwellings by recognizing that the offering for rental of dwelling units is a business and by classifying and regulating such business.
- (b) It is not the intention of the City to interfere with contractual relationships between tenant and landlord. The City does not intend to intervene as an advocate for either part, or act as arbiter, nor be receptive to complaints from tenants or landlords which are not related to the provisions of this article.

Sec. 42-62. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory living quarters mean living quarters within an accessory building, which may not have kitchen facilities.

Bed and breakfast means a residential dwelling unit in which more than one (1) but not more than five (5) guest rooms are used to provide or offer overnight accommodations for transient guests for compensation. A tourist home is included in the meaning of "bed and breakfast."

Building means any structure having enclosed space and a roof for the housing or enclosure of persons, animals or chattels. The term "building" includes the term "structure."

Code means the ordinances of the City that relate to the fitness for habitation construction, property maintenance, nuisances, occupancy, zoning, and use of any rental residential dwelling unit. This specifically includes the provisions of this chapter, and chapters 18, 54, and 126.

Code Official or *Code Officer* means and includes the Chief Building Inspector, Deputy Building Inspector, Code Enforcement Officers, Fire Marshal, Fire Inspector, and Police Officers, as they are empowered to act in their various capacities, including but not limited to the authority granted to them under KRS 227.200 et seq., KRS 65.8801 et seq., 815 KAR 7:070, et seq., and 815 KAR 10:060 et seq. Where authority is granted under KRS 227, 815 KAR 7, or 815 KAR 10, Code Official or Code officer shall mean Fire Code Officials.

Dwelling, assisted care, means a building, or portion thereof, and consisting of five (5) or more bedrooms, used for residential occupancy by a group. The dwelling is characterized by tenants with separate bedrooms for sleeping and that there are shared common areas for reception, recreation, living, cooking, laundry and the like. The unit is further signified by the presence of an employee that provide various services such as housekeeping, maintenance, cooking, security, personal care, and transportation. This definition is distinguished from, and is intended not to conflict with KRS 100.982 and 100.984.

Dwelling, multiple, means a building, or a portion thereof, used for occupancy by three (3) or more families living independently of each other and used for rental residential occupancy for rental occupancy lasting thirty (30) days or more.

Dwelling, one (1) family, means a building used for residential occupancy by one (1) family.

Dwelling, rental, means a building or portion thereof, used primarily for rental residential occupancy for periods of thirty (30) days or more, including one (1) family and multiple dwellings, and shall not include apartment buildings or complexes, hotels or motels.

Dwelling, two (2) family, means a building or portion thereof, used for occupancy by two (2) or more families living independently of each other, and at least one (1) of which is used for rental residential occupancy.

Dwelling unit means a residential dwelling, or portion of a dwelling, used by one (1) family for cooking, living, and sleeping purposes.

Hotel or motel means a building, or portion thereof, or group of buildings in which lodging is customarily provided and offered to the public typically for occupancy for not more than thirty (30) days at a time for compensation, and which is open to transient guests on a daily basis, in contradistinction to a lodging house.

Landlord means the owner of a rental residential dwelling unit who offers residential property and its dwelling units, not occupied by the owner, to other persons not related by blood or marriage for some form of compensation through rental payments, lease payments, or some other similar contractual arrangement.

Lodginghouse means a building with more than two (2) but not more than ten (10) guest rooms where lodging with or without meals is provided for compensation.

Nuisance means a tenant's use of a rental dwelling unit, including the building and the premises relating thereto, which gives offense to or endangers the life, health, safety, or welfare of others. The term "nuisance" includes such uses as defined as nuisances under 42-32 and 14-31 of the Paducah Code of Ordinances, as well as under State law.

Nursing home means an establishment which provides full-time convalescent or chronic care, or both, for four (4) or more individuals who are not related by blood or marriage to the operator, and who, by reason of chronic illness or infirmity, are unable to care for themselves; excepting, however, establishments that predominately provide for care for the acutely ill or surgical or obstetrical services. A convalescent home and rest home are included in the meaning of the term "nursing home." A hospital or sanitarium shall not be construed to be included in the meaning of the term "nursing home."

Person means and includes a firm, association, organization, partnership, trust, company or corporation as well as an agent, and an individual.

Safety Issue means a tenant's use of a rental dwelling unit, including the building and the premises relating thereto, which constitutes a distinct fire hazard or gives offense to or endangers the life, health, safety, or welfare of others. The phrase "safety issue" includes such uses as defined under State law as life safety or fire hazards.

Tenant means a person under a rental agreement to occupy a dwelling unit for the purpose of residential occupancy for a period of thirty (30) days or more, making rent or lease payments, or other similar agreements where the tenant does not have an equitable interest in the real property.

Sec. 42-63. Enforcement.

The Fire Prevention Division shall be responsible for the administration and enforcement of the provisions of this section. Enforcement pursuant to this section shall not be interpreted to override or negate the rights of tenants or property owners with respect to inspections authorized or required by KRS 227.200 et seq., 815 KAR 7:070 et seq., or 815 KAR 10:060 et seq. Where applicable, penalties hereunder shall be in addition to, and shall not be instead of, the penalties set forth by KRS 227.200 et seq., 815 KAR 7:070 et seq., or 815 KAR 10:060 et seq.

Sec. 42-64. Registry and Rental occupancy permit required.

It shall be unlawful for any property owner or landlord to rent or lease to another or otherwise allow any person to occupy any rental dwelling unit which is subject to this article unless the landlord has first registered the rental dwelling unit with the City of Paducah, and obtained and continues to hold a valid rental occupancy permit for that unit.

Sec. 42-65. Applicability and exceptions.

- (a) The provisions of this article shall apply to the rental or leasing of rental dwelling units, and rental dwellings which contain such units, including one (1) and two (2) family rental residential dwelling units.
- (b) The provisions of this article shall not apply to apartment buildings, hotels and motels, bed and breakfasts, nursing homes, assisted care dwelling units, residential care facilities as described by KRS 100.982, hospitals, sanitariums, or recovery homes permitted or approved pursuant to Sec. 126-88 of the Paducah Code of Ordinances.

Sec. 42-66. Rental Unit Registration.

- (a) Annual Registration. All owners of rental dwelling units shall annually register the rental property within the City of Paducah in the Fire Prevention Office. The annual registration deadline shall be July 1 of each year.
- (b) Fines. Any owner of a rental dwelling unit not registered by July 1 shall be subject to a fine of \$100 per unit.
- (c) Moratorium. Registration of units in existence with occupancy prior to March 1, 2026, shall have no registration fee if registered prior to January 1, 2027. Owners of units in existence with occupancy prior to March 1, 2026 shall be charged \$100 per unit for failure to register prior to July 1, 2027.
- (d) Rental dwelling units opened or purchased following July 1 registration shall be registered within thirty (30) days of being made available for rent.

Sec. 42-67. Application for rental occupancy permits.

- (a) By July 1 of every year, the owner or landlord of a rental dwelling unit shall make written application to the Fire Prevention Division for a rental occupancy permit to carry on the business of renting a residential dwelling unit. Such application shall be made on a form furnished by the Fire Prevention Division for such purpose and shall set forth the following information:
 - (1) Name, residence address, email address, telephone number, and date of birth of the landlord of the rental dwelling unit. If the landlord is a partnership, the name of the partnership, and the name, residence address, email address, and date of birth of the managing partner. If the landlord is a corporation or limited liability company, the name and address of the corporation or company, and the name, residence address and date of birth of the chief operating officer.
 - (2) If the landlord has appointed an agent authorized to accept service of process and to receive and give receipt for notices; the name, residence address, email address, telephone number, and date of birth of such property manager or agent;

- (3) Every applicant, whether an individual, partnership, corporation, or limited liability company shall identify in the application, by name, residence address, email address, telephone number, and date of birth, a natural person who is actively involved in, and responsible for, the maintenance and management of the premises. A post office box is not acceptable as an address for such person. The individual designated herein may also be the landlord of the dwelling, property manager, or agent identified in subsection (2) of this section;
 - (4) Street address of the rental dwelling unit; and
 - (5) Number of rental dwelling units within the rental dwelling.
- (b) To determine compliance with this article and this Code, every applicant shall authorize an on-site inspection of the premises no less than biennially, or once every two years.
 - (c) It shall be unlawful for any person to make any false statements in an application for a rental occupancy permit.

Sec. 42-68. Issuance of permit.

- (a) Following the filing of an application, a Code Official shall cause an inspection to be made of the rental dwelling unit and rental dwelling identified in the application. The inspection shall be made within a reasonable period following the date upon which the application is filed.
- (b) Upon completion of an inspection of a rental dwelling and the rental dwelling units therein, the Code Official shall make a determination as to whether all of the standards for issuance of a permit have been met. In the event the Code Official determines that the standards have been met, the Code Official shall cause the issuance of a rental occupancy permit.
- (c) Only one (1) permit shall be required per lot; provided, however, in the case of multiple rental dwelling units on one (1) lot, the permit shall identify each rental dwelling unit for which a permit has been approved.
- (d) Permits issued hereunder shall be valid for a term of one fiscal year (July 1 through June 30th of the following calendar year).

Sec. 42-69. Standards for issuance of permit.

The standards for the issuance and continuance of a rental occupancy permit shall be as follows:

- (1) The rental dwelling, and the rental dwelling units located therein, and the grounds and the accessories, buildings, and structures relating thereto, are in substantial compliance with the Code and all other applicable laws, statutes, and regulations including, but not limited to the International Property Maintenance Code 2012 Edition as adopted by the City of Paducah in Sec. 42-46, all fire codes, electrical codes, plumbing codes, and building codes, and are not otherwise hazardous, or present safety issues. The Code Official may, in his discretion, confer with

engineers, building, electrical, or fire inspectors as he or she deems necessary to determine compliance in any such area or expertise. "Substantial compliance" shall be determined in the discretion of the Code Official.

- (2) The landlord has been issued an occupation business license and has paid all fees and taxes as required under chapter 106.
- (3) The landlord has paid all city ad valorem taxes which are due and payable against the real property upon which the building and rental dwelling units are located.
- (4) The landlord has paid all fees as required under this article.
- (5) The landlord has paid all city nuisance and property maintenance liens on the property for which a permit is applied.

Sec. 42-70. Determination of noncompliance.

- (a) If a Code Official determines that any dwelling unit, or any part of the premises relating thereto, fails to comply with section 42-69(1) or that the landlord has failed to comply with section 42-69(2) through (5), a written notice of the violation or violations shall be given to the landlord and shall be transmitted via email to the email address listed on the permit for such rental dwelling unit. The notice shall direct that the landlord shall have a period of seven (7) days to remedy the violation. The offender may be allowed a reasonable extension of time to remedy the violation, at the discretion of the Code Official. A reinspection shall take place after said period of time to determine compliance.
- (b) If the fire Code Official determines the dwelling unit, or any part of rental premises fails to comply with section 42-69(1) due to structural or distinct fire hazards as described in 815 KAR 10:060 or especially liable or likely to result in fire loss as described in KRS 227.380, the written notice of the violation or violations shall further state that the provisions of this section shall not override an owner's rights to appeal violations, as applicable, under 815 KAR 10:060 Section 6 or KRS 227.380(2).
- (c) If the fire Code Official determines that the defects create an imminent hazard to the health or safety of occupants or the public, the Code Official shall immediately suspend any previously issued rental occupancy permit for that location and order the premises be vacated, providing any occupants reasonable time to vacate, as is determined to be safe in the discretion of the Code Official.
- (d) Any time period accorded by the fire Code Official above shall not be extended by the sale or transfer of any interest in the rental dwelling unless specifically authorized by the Code Official.

Sec. 42-71. Denial; suspension.

In the event the landlord's failure to comply continues following any period accorded the landlord for compliance, the Code Official shall mail the landlord a notice of a denial of a rental occupancy permit or suspension of a previously issued rental occupancy permit. A copy of the notice shall be sent by email to the email address provided on the permit for such rental dwelling unit. The notice shall state:

- (1) That the Code Official has determined that the landlord has failed to comply with the standards as set forth in section 42-69.
- (2) The specific reason or reasons why the standards have not been satisfied, including copies of applicable inspection reports and listing each code, statute, or regulation of which the property are in violation.
- (3) That the denial or suspension of the permit will become effective unless the landlord appeals the determination within five (5) business days after receipt of the notice in the manner provided in section 42-73.
- (4) That after denial or suspension, the rental dwelling unit or units must be vacated, and shall not be reoccupied until a rental occupancy permit is issued or is reinstated after approval by the Code Official.
- (5) The notice shall describe how an appeal may be filed under section 42-73.
- (6) The Code Official shall also cause a notice to tenants to be prominently posted on the rental dwelling. The notice shall state that the rental occupancy permit for the rental dwelling unit or units has been denied or suspended, whichever is applicable, and that the action will become final on a specific date unless the landlord appeals. The notice shall further state that tenants will be required to vacate the rental dwelling unit when the action becomes final.

Sec. 42-72. Revocation of permit; criminal acts or nuisance.

- (a) Any landlord of a rental dwelling unit who knowingly leases or continues to lease a rental dwelling unit to any tenant who commits or allow others to commit any criminal act in violation of the State's criminal statutes relating to the illegal sale or distribution of controlled substances or to prostitution or to acts of violence to the person of another which causes physical injury or the imminent threat thereof, or who otherwise creates or allows others to create a nuisance on the leased premises, in violation of the provisions of Sec. 14-31, Sec. 42-48, Sec. 42-49, or Sec. 42-50(a)(1)-(7), as determined by Final Order as defined in Sec. 42-40(6) or Sec. 42-41, shall be subject to a revocation of the landlord's rental occupancy permits as provided herein.
- (b) The landlord shall abate such activity in the manner as hereinafter provided:
 - (1) In the event that the Code Official receives reasonable evidence of a criminal act or activity as described in (a) above, or of a nuisance on the leased premises of a tenant, the Code Official shall send to the landlord written notice which shall set forth the evidence and identify that the criminal act or activity or nuisance is in violation of this section, and constitutes cause for revocation of the rental occupancy permit for the leased premises.
 - (2) In the event that the Code Official sends a second such notice to the landlord regarding such a criminal act or activity or nuisance on the leased premises of the same tenant within one (1) year following the issuance of a previous notice, the notice shall instruct and require the landlord to bring eviction proceedings against the tenant with the McCracken District Court or to otherwise provide in writing to the Code Official an acceptable alternative which abates the continuance of further criminal

activity or nuisance on the leased premises of such tenant. The landlord shall initiate eviction proceedings or provide an acceptable alternative within ten (10) days following the landlord's receipt of such second notice. In the event the landlord fails to initiate the eviction proceedings or otherwise provide an acceptable written alternative within ten (10) days, the Code Official may revoke the landlord's rental occupancy permit if the Code Official determines that the revocation is necessary to protect or preserve the health, safety and welfare of a resident or residents of the rental dwelling unit or neighborhood. Upon revocation of any rental occupancy permit, no application of a subsequent rental occupancy permit shall be accepted by the Code Official for such premises within six (6) months of the date of revocation.

- (3) Any eviction proceeding brought by the landlord shall be timely and diligently prosecuted by the landlord in good faith.
 - (4) Reasonable evidence means such evidence as would be probative in establishing probable cause that such criminal act has been committed or that a nuisance exists on the leased premises. Reasonable evidence may include evidence of a lawful arrest, indictment, ~~or~~ conviction, or plea. Status of underlying but related criminal proceedings may be taken into consideration by the Code Officer as the Code Officer, in his/her discretion, deems appropriate.
- (c) In the event of revocation, the Code Official shall provide a notice of revocation to the landlord and tenant in the manner as provided in section 42-71.

Sec. 42-73. Appeals procedure.

- (a) Any landlord wishing to appeal the determination of a suspension, revocation, or denial shall file a written notice of appeal with the Fire Prevention Division within five (5) days after receipt of the notice of the suspension, revocation, or denial.
- (b) An appeal shall initially be heard by the Deputy Chief of Fire Prevention Division or in his/her absence, the Battalion Chief. The Deputy Chief or Battalion Chief shall sustain the decision of the Code Official unless the Deputy Chief or Battalion Chief determines that the provisions of this article have been complied with and that all of the violations have been corrected. The Deputy Chief of the Fire Prevention Division or Battalion Chief shall make a written determination and provide notice of same to the landlord within ten (10) days of making his/her determination.
- (c) In the event the Deputy Chief or Battalion Chief sustains the decision of the Code Official, thereby suspending, revoking, or denying a rental permit, the landlord shall have further right of appeal and may file a written notice of appeal with the Code Enforcement Board within five (5) days of the landlord's receipt of the Deputy Chief or Battalion Chief's written determination. Appeal before the Code Enforcement Board shall follow sections 42-41, 42-41.5, 42-42, et seq.
- (d) In the event the landlord/property owner files an appeal pursuant to 815 KAR 10:060, or KRS 227.380 related to the same subject matter as the suspension, revocation, or denial, any appeal filed pursuant to this Section shall be held in abeyance pending final determination or order by the Local Appeals Board empowered by KRS 227.325.

Sec. 42-74. Vacation of premises.

When an application for rental occupancy permit has been denied or a rental occupancy permit has been suspended or revoked, the Code Official shall order the rental dwelling unit vacated, giving tenants a reasonable time to arrange new housing and to move their possessions. Unless otherwise prohibited by law, such order shall not otherwise prevent the premises from being occupied or used for purpose other than as a rental unit, except as otherwise required by law.

Sec. 42-75. Duration of permit.

- (a) A rental occupancy permit shall be valid until the property ceases to be used as a rental unit or until ownership of the property is transferred, whichever occurs first, unless otherwise suspended or revoked under this article. It shall be the owner or landlord's responsibility to furnish the City with updates as to any changes in the owner, landlord, or property manager's contact information and any transfer of ownership.
- (b) A prospective new owner of a rental dwelling unit shall make application for a new rental occupancy permit within ten (10) business days following the date of sale.

Sec. 42-76. Inspections.

- (a) Inspections of rental dwelling units shall be conducted by Code Officials and shall take place as follows:
 - (1) Upon application for a rental occupancy permit; and
 - (2) Upon receipt of a complaint by a tenant or owner of a neighboring property that the rental dwelling unit or rental dwelling is substandard, hazardous or unfit for habitation, and if in the discretion of the Code Official, probable cause exists to believe that the complaint is founded in fact and an inspection warranted; and
 - (3) Upon the probable cause determination of a Code Official that the rental dwelling unit or rental dwelling is in noncompliance with subsection 42-69(1); and
 - (4) Biennially, or every two-year period.
- (b) Biennial Self-Attestation Permitted for Compliant Rental Dwelling Units. One year following an in-person inspection in which the rental dwelling unit had no violations, an owner, landlord, or property manager may submit a self- inspection attestation as to inspection items, indicating that no alterations or damage has occurred to the electrical, HVAC, or plumbing systems in the twelve (12) months following the prior inspection, and certifying compliance as to inspection items required by the Fire Prevention Division. Forms for self-attestation will be located in the Fire Prevention Office. Self-attestation may not be available for all properties, in the discretion of the Code Official, Deputy Chief, or Battalion Chief.
- (c) Follow-up Inspections. Non-compliant items discovered during any inspection will result in a follow-up inspection, in a manner deemed appropriate in the discretion of the Code Official. Follow-up inspections required at the rental dwelling unit may result in fines as set forth in Sec. 42- 77(c) of this Chapter.

- (d) The Code Official shall adopt a policy of inspecting all rental dwellings which are required to be permitted under this article. The policy shall contain objectives for the systemic inspection of all rental and priorities for the use of inspection resources. The policy shall promote an efficient inspection program based upon the following factors:
- (1) Geographic distribution and concentration of rental dwellings;
 - (2) Rental dwellings with delinquent property taxes;
 - (3) Landlords with properties identified by the Fire Prevention Division as having excessive number of housing code violations, or a history of noncompliance, or slow compliance, with correction orders;
 - (4) Landlords with properties identified by the Fire Prevention Division as having a history of demolitions being ordered by the City;
 - (5) Rental dwellings for which no occupation business license or occupancy permit has been applied;
 - (6) Rental dwellings with multiple violations of Sec. 14-31, or of Sec. 42-48, Sec. 42-49, or Sec. 42-50(a)(1)-(7), as determined by Final Order as defined in Sec. 42-40(6) or Sec. 42-41; and
 - (7) Rental dwelling with multiple reports of police calls for illegal drug offenses, prostitution, violent crimes, or disorderly conduct, as reported to the Code Official by the Paducah Police Department.
- (e) Absent exigent or emergency circumstances, whenever necessary to make an inspection to enforce any of the provisions of this article, or whenever the Code Official has reasonable cause to believe that there exists in any rental dwelling or rental dwelling unit which is required to be permitted by this article, any condition or violation which makes such dwelling or unit unsafe, dangerous or hazardous, the Code Official may enter such dwelling or unit at all reasonable times to inspect the same or to perform any duty imposed by this article, provided that if such dwelling unit be unoccupied, the Code Official shall first provide notice and request entry from the landlord; and if such dwelling or unit is occupied, the Code Official shall provide notice and request entry from both the landlord and tenant. If possible, the Code Official shall first attempt to make arrangements with the landlord and tenant as to the occurrence of the inspection at least twenty-four (24) hours prior to the inspection. If such entry is refused, the Code Official shall have recourse to every remedy provided by law to secure entry. The landlord or property owner's refusal to cooperate and permit inspection following notice shall be cause for suspension, revocation, or denial of a rental occupancy permit as set forth under section 42-71.
- (f) Consent for Inspections. Absent exigent circumstances, nothing in this Section shall be interpreted to override privacy protections afforded to tenants by law.

Sec. 42-77. Fees and fines.

- (a) Annual Fee. There shall be an annual fee of \$50.00 per rental dwelling unit (not to exceed \$500.00 total fee per property owner for all properties owned by property owner) for

issuance of a rental occupancy permit and the initial inspection related thereto. These fees shall be paid to the Fire Prevention Division.

- (b) Fine for failure to permit. Failure to apply for a permit for a rental dwelling unit shall result in a fine of \$50.00 per unit.
- (c) Fine for failed follow up inspections. If the Code Official is required to make inspections beyond the initial inspection and one (1) follow-up inspection, to determine if the required corrections have been made, then the following fines shall result:

Inspections	3rd Inspection	4th Inspection	5th Inspection and All Subsequent Inspections
	\$250.00	\$350.00	\$500.00

- (d) Reduction and waiver. Fines assessed herein may be reduced or waived for good cause as determined in the sole discretion of the Deputy Fire Chief in charge of the Fire Prevention Division, or Battalion Chief.

Sec. 42-78. Display of permit.

- (a) Every landlord must show to every prospective tenant before occupancy a valid rental occupancy permit covering the rental dwelling unit to be rented. Every landlord must show to any tenant, upon demand, a valid rental occupancy permit covering the rental dwelling unit the tenant occupies.
- (b) Upon demand by any Code Official, the landlord must show a valid rental occupancy permit to the Code Official.

Sec. 42-79. Willful misrepresentations.

It shall be a violation of this chapter for an owner to willfully provide inaccurate information for the registration, permitting, or self-reporting or to willfully misrepresent compliance with codes. Violations may result in denial, suspension, or revocation of permit(s) pursuant to Sec. 42-41 and 42-42 herein.

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

SECTION E. Effective Date. 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 to the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by the City Clerk, _____
Published by The Paducah Sun, _____
ORD\Rental Ordinance Repealing and Replacing

4915-0983-5121.7

Agenda Action Form

Paducah City Commission

Meeting Date: February 10, 2026

Short Title: Approve Mid-Year Budget Amendment - **A. KYLE**

Category: Ordinance

Staff Work
By: Audra Kyle
Presentation
By: Audra Kyle

Background Information: This agenda item presents a mid-year budget amendment to address adjustments identified since the adoption of the FY2026 budget. The proposed amendment reflects necessary changes across multiple funds and budget categories resulting from updated information, operational needs, and timing of projects. This action aligns with best practices in municipal financial management and allows staff to ensure the budget remains accurate, transparent, and aligned with Commission direction.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD budget amend FY26 Midyear
2. FY2026 Midyear Amendment Descriptions

ORDINANCE NO. 2026-____ - _____

AN ORDINANCE AMENDING ORDINANCE NO. 2025-06-8847, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2025, THROUGH JUNE 30, 2026, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT”

WHEREAS, the City of Paducah, Kentucky adopted an Annual Operating Budget for the fiscal year beginning July 1, 2025, and ending June 30, 2026, by Ordinance No. 2025-06-8847; and

WHEREAS, during the fiscal year it is necessary to amend the budget to account for budgetary adjustments including salary slippage reallocations, transfers, grant funding, donations, project funding corrections, and fund balance reallocations; and

WHEREAS, General Fund salary slippage was utilized for Parks projects including Dolly McNutt lighting and Oak Grove Road improvements in the amount of \$35,980; and

WHEREAS, General Fund salary slippage was utilized for Police projects for the taser contract and cradlepoint routers in the amount of \$71,910; and

WHEREAS, an agreement was made with the Riverport Authority to pay off a loan balance in the amount of \$145,314; and

WHEREAS, an agreement was made with the Duke & Duchess Foundation of Paducah for a matching grant in the amount of \$25,000; and

WHEREAS, an agreement was made with Paducah Cooperative Ministries to provide a \$100,000 shelter contribution; and

WHEREAS, the FY2025 appropriation for Paducah Alliance of Neighbors in the amount of \$50,000 was carried over to be re-established in the FY2026 budget; and

WHEREAS, a 2025 AFG grant was accepted in the amount of \$51,818, plus local match in the amount of \$5,818 to be taken from the Fire Department’s FY2026 operating budget; and

WHEREAS, the Hotel Metropolitan Mellon Grant project was placed in the Grant Fund, and the \$250,000 FY2026 appropriation from the Investment Fund should be corrected to said account; and

WHEREAS, donations were received in the amount of \$2,950 to fund additional non-grant expenditures for the WORC Drive-In Event; and

WHEREAS, the Radio Fund is to be closed and the balance of \$211,000 transferred to project EQ0036 – “City-Wide Radio Purchase” for purchase of City radios under the new system; and

WHEREAS, the sale of surplus property and the recovery of liens resulted in an additional \$55,052 for reinvestment; and

WHEREAS, donations were received for the annual fire prevention conference in the amount of \$23,445; and

WHEREAS, additional claims and administrative costs to the City’s Health Insurance Fund were evaluated and a subsequent increase to the City’s contribution for employee premiums was made prior to the calendar year 2026 enrollment process; and

WHEREAS, premium and endorsement estimates for general insurance coverages are projected to fall short of actual expenses.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2025, and ending June 30, 2026, as adopted by Ordinance No. 2025-06-8847, be amended by the following re-appropriations:

- Increase revenue and expenditures for the Capital Projects Fund by \$425,337 and \$675,337, respectively.
- Increase expenditures for the Radio Fund by \$211,000.
- Increase revenue and expenditures for the Investment Fund by \$100,000.
- Increase revenue and expenditures for the Grant Fund by \$252,950 and \$2,950, respectively.
- Increase revenue and expenditures for the Health Insurance Fund by \$500,100.
- Increase revenue and expenditures for the Insurance Fund by \$88,600.

SECTION 2. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\ord\finance\budget amend FY26 Midyear