



**CITY COMMISSION MEETING
AGENDA FOR AUGUST 25, 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

ADDITIONS/DELETIONS

PUBLIC COMMENTS

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for August 11, 2026, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Approve a 1.09-acre Permanent Easement for the Joint Sewer Agency for a project located at the combined sewer outfall in Noble Park - J. HODGES
	E.	Authorize a Contract with Building Conservation Associates in the amount of \$75,750 for a Historic Structure Report for the Hotel Metropolitan - H. REASONS
	F.	Approve FY2027 Contract For Services with Paducah Transit Authority in the amount of \$215,000 - D. JORDAN
	G.	Authorize the Mayor to execute a contract with Insight Public Sector not to exceed \$108,000 for Microsoft licensing on NASPO contract - E. STUBER
	H.	Authorize the Application and Acceptance of a Kentucky Division of Waste Management Litter Abatement Grant - C. YARBER

		I.	Purchase of Five (5) Police Pursuit Rated SUV's for use by the Paducah Police Department - C. YARBER
	II.	<u>MUNICIPAL ORDER</u>	
		A.	Approve FY2027 Contract For Services with GPEDC, INC. (Greater Paducah Economic Development Council) in the amount of \$250,000 - D. JORDAN
		B.	Approve FY2027 Contract For Services with Barkley Regional Airport Authority in the amount of \$120,000 - D. JORDAN
		C.	Approve a Memorandum of Agreement between the City of Paducah and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways in the amount of \$151,324.20 for the Coleman Road Sidewalk Design Project - G. GUEBERT
		D.	Authorize the Application and Acceptance of a U.S. Department of Housing and Urban Development Healthy Homes Production Grant in the Amount of \$1,500,000 - C. GAULT
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Authorize a Contract for Services with Lifeline Recovery Center in an amount of \$200,000 - D. JORDAN
		B.	Closure of Alley between S. 9th St and Walter Jetton Blvd. and parallel to 916 Kentucky Avenue - G. GUEBERT
		C.	FY2026 Budget Amendment - L. DELANEY
		D.	Amend Chapter 78 Personnel Ordinance to Remove Retiree Life Insurance Benefit - S. WILCOX
	IV.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	V.	<u>EXECUTIVE SESSION</u>	

August 11, 2026

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, August 11, 2026, at 5:00 p.m. CDT, (6:00 p.m. EDT), in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Bray presided. Upon call of the roll by City Clerk, Lindsay Parish, the following answered to their names: Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5).

INVOCATION

Commissioner Thomas led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

NEW EMPLOYEE INTRODUCTION

Cathy Bryant-Quimby, Senior Customer Experience Representative, introduced Customer Experience Representative Lea Ann Armstrong.

PRESENTATION

Emancipation Celebration Overview

Communications Manager Pam Spencer provided the following summary:

Paducah Police Chief Brian Laird provided an overview of the City's police presence during the August 8th Emancipation Celebration gatherings held last weekend. In light of last year's shooting incident on Boyd Street that led to the death of a 20-year-old woman and her unborn child, the City of Paducah worked with the Police Department, local businesses, and community members over the past few months to develop plans for this year's celebrations, with the goal of keeping the community safe. Chief Laird reported that there were no shootings, shots fired, drag racing, noise complaints, or lives lost this year. There was a small number of arrests for minor offenses. Chief Laird also clarified that State provided a citation to a local coffee shop due to providing alcohol without a license. He further explained that the Police Department had received credible information indicating that there could be retaliation attempts related to two recent shootings in Paducah. Chief Laird thanked the community and businesses for working together to ensure public safety during the celebrations.

PUBLIC COMMENTS

- Marshall Davis made comments concerning the Business License Tax.
- Dr. June Jones, Tamara Warren, Benny Heady (NAACP), Rocia Keeling, Stanley Young and Angela Sanders made comments concerning police presence during the Emancipation Day celebrations.

CONSENT AGENDA

Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for

August 11, 2026

separate consideration. No items were removed. Mayor Bray asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for July 28, 2026, Board of Commissioners Meeting
I(B)	Receive and File Documents: <u>Deed File:</u> 1. Commissioner's Deed – 926 South 4th Street 2. Commissioner's Deed – 939 Martin Luther King Jr. Drive 3. Commissioner's Deed – 281 Clements Street 4. Quitclaim Deed – City of Paducah to Fly By Night Rental, Inc. – MO #3263 <u>Contract File:</u> 1. Contract For Services between City of Paducah and Chad Clark – Paul Bruhn Sub-Grant Program inspections – no Commission action – signed by Carol Gault, Planning Director 2. Agreement Between Commonwealth of Kentucky Transportation Cabinet, Department of Highways and City of Paducah – Levin Avenue – MO #3279 3. Contract For Services – Sprocket, Inc. – MO #3281
I (C)	Appointment of Emily Esau to the Creative & Cultural Council to replace Cindy Ragland, whose term has expired. Said terms shall expire March 24, 2029.
I(D)	Reappointment of Matthew Turley to the Code Enforcement Board. Said term shall expire August 22, 2029.
I(E)	Appointment of Zach Barnett to the Barkley Regional Airport Authority Board, to replace Kevin Kauffeld, who resigned. Said term shall expire December 31, 2027.
I(F)	Appointment of Lacy Boling to the Municipal Housing Commission, to replace Melanie Nunn, whose term has expired. Said term shall expire July 22, 2030.
I(G)	Personnel Actions
I(H)	A MUNICIPAL ORDER APPROVING A MEMORANDUM OF AGREEMENT WITH MARY FOLEY, EXECUTIVE DIRECTOR OF WOMEN AWARE, INC. FOR CERTAIN INCENTIVES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME. (MO #3287; BK 15)
I(I)	A MUNICIPAL ORDER APPROVING A MEMORANDUM OF AGREEMENT WITH KEN STEIN, OF MOUNTAIN COMPREHENSIVE CARE CENTER, INC. FOR CERTAIN INCENTIVES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME, (MO #3288; BK 15)
I(J)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH PAXTON PARK GOLF BOARD, D/B/A PAXTON PARK MUNICIPAL GOLF COURSE, IN AN AMOUNT OF \$100,000 FOR ADMINISTRATIVE AND MAINTENANCE OPERATIONS AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE PAYMENT, (MO #3289; BK 15)
I(K)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF SOLID WASTE DUMPSTERS, LIDS AND REPLACEMENT PARTS IN AN AMOUNT NOT TO EXCEED \$160,000 FROM WASTEQUIP THROUGH SOURCEWELL

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	COOPERATIVE PURCHASING FOR FY2026-2027 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME, (MO #3290; BK 15)
I(L)	A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 7 TO THE CONSTRUCTION CONTRACT WITH A&K CONSTRUCTION, REDUCING SAID CONTRACT BY \$476,506, UPDATING THE CONTRACT AMOUNT TO \$50,460,285, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #3291; BK 15)

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

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

ORDINANCE ADOPTIONS

AUTHORIZE INTERLOCAL AGREEMENT BETWEEN THE CITY AND PADUCAH-McCRACKEN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY FOR THE CONSTRUCTION OF AN INDUSTRIAL PARK WEST SPECULATIVE BUILDING

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATIVE AGREEMENT WITH THE PADUCAH-McCRACKEN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY RELATED TO THE CONSTRUCTION OF A 100,000-SQUARE-FOOT SPECULATIVE INDUSTRIAL BUILDING TO BE CONSTRUCTED AT 5700 COMMERCE DRIVE IN INDUSTRIAL PARK WEST.” This Ordinance is summarized as follows: This Ordinance approves and authorizes the Mayor to execute an Interlocal Cooperative Agreement between the City of Paducah and the Paducah-McCracken County Industrial Development Authority for the development and construction of a 100,000-square-foot speculative industrial building at 5700 Commerce Drive. The Agreement establishes the parties’ respective responsibilities for project management, procurement, construction, administration, funding, reimbursement, compliance with Kentucky Product Development Initiative requirements, ownership, marketing, sale of the property, and repayment of the City’s project costs.

Adopted on call of the roll - yeas Commissioners Henderson, Thomas, Wilson and Mayor Bray (4), no – Commissioner Smith. **(ORD NO. 2026-08-8888; BK 37)**

AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION NOTES IN AN AMOUNT NOT TO EXCEED \$6 MILLION TO FINANCE THE COSTS FOR A SPECULATIVE INDUSTRIAL BUILDING TO BE CONSTRUCTED AT 5700 COMMERCE DRIVE IN INDUSTRIAL PARK WEST

August 11, 2026

Commissioner Thomas offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING THE ISSUANCE OF ITS CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION NOTES, TAXABLE SERIES 2026A IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$6,000,000 FOR THE PURPOSE OF FINANCING THE COSTS OF A COMMERCIAL BUILDING AND RELATED FURNISHINGS AND EQUIPMENT FOR THE PUBLIC PURPOSE OF PROMOTING ECONOMIC DEVELOPMENT WITHIN THE CITY; APPROVING THE FORM OF THE NOTES; AUTHORIZING DESIGNATED OFFICERS OF THE CITY TO EXECUTE AND DELIVER THE NOTES; AUTHORIZING AND DIRECTING THE FILING OF A NOTICE WITH THE STATE LOCAL DEBT OFFICER; PROVIDING FOR THE PAYMENT OF AND SECURITY FOR THE NOTES; ESTABLISHING A NOTE PAYMENT FUND FOR THE NOTES; AFFIRMING THE MAINTENANCE OF THE EXISTING SINKING FUND; AUTHORIZING THE ACCEPTANCE OF THE BID OF THE PURCHASER OF THE NOTES; AND REPEALING ANY INCONSISTENT ORDINANCES." This Ordinance is summarized as follows: This Ordinance authorizes the City of Paducah, Kentucky (the "City") to issue a series of general obligation notes to be designated as "General Obligation Notes, Taxable Series 2026A" (the "Notes") in a maximum aggregate principal amount of \$6,000,000 for the purposes of (i) financing all or a portion of the costs of the acquisition, construction, installation, and equipping of a commercial building and related furnishings and equipment for the purpose of promoting economic development within the City (the "Project"); (ii) paying capitalized interest on the Notes, if desirable; (iii) paying all or a portion of the cost of credit enhancement on the Notes, if any; and (iv) paying all or a portion of the costs of issuance of the Notes. Provisions are made in the Ordinance for the payment of the Notes and the security therefor, the application of the proceeds of the Notes, the establishment of a note payment fund, the continuation of the City's previously established sinking fund, and certain covenants of the City with respect to the Notes. The Notes are to be sold at public, competitive sale, and shall mature on September 1, 2029. The Notes pledge the full faith, credit, and taxing power of the City and provision is made for the collection of a tax to pay the principal of and interest on the Notes, subject to certain credits, as provided in Section 17 of the Ordinance. The sale of the Notes is contingent upon the satisfaction of the requirements and conditions of the City regarding the Project. The following Section 17 of the Ordinance is set forth in its entirety: "Section 17. General Obligation. The Notes shall be full general obligations of the City, and the full faith, credit, and taxing power of the City are hereby pledged for the prompt payment of the Notes and the interest thereon. During the period the Notes are outstanding, there shall be and there hereby is levied on all of the taxable property in the City, in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the principal of and interest on the Notes as and when due, it being hereby found and determined that the current tax rates of the City are within all applicable limitations. The tax shall be, and hereby is, ordered to be computed, certified, levied, and extended upon the tax duplicate and shall be collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of the years are certified, extended, and collected. The tax shall be placed before and in preference to all other items and for the full amount thereof; provided, however, that in each year, to the extent that other lawfully available funds of the City are available for the payment of the Notes and are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the City shall be reduced by the amount of such other funds so available and appropriated."

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Adopted on call of the roll- yeas, Commissioners Henderson, Thomas, Wilson and Mayor Bray (4). No – Commissioner Smith (1) (**ORD NO. 2026-08-8889; BK 37**)

ORDINANCE INTRODUCTIONS

AUTHORIZE CONTRACT FOR SERVICES WITH LIFELINE RECOVERY CENTER IN AN AMOUNT NOT TO EXCEED \$200,000

Commissioner Wilson offered Motion, seconded by Commissioner Thomas, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR SERVICES WITH LIFELINE RECOVERY CENTER, INC., IN AN AMOUNT NOT TO EXCEED \$200,000.00 FOR THE PURCHASE OF FOUR PASSENGER VANS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AMENDING THE FISCAL YEAR 2027 BUDGET TO PROVIDE FOR THE EXPENDITURE.” This Ordinance is summarized as follows: The Ordinance authorizes a Contract for Services with Lifeline Recovery Center, Inc., providing a one-time payment of up to \$200,000 for the purchase of four passenger vans to support authorized recovery-related transportation. Funding will be provided from the Opioid Settlement Fund. The Ordinance also amends the Fiscal Year 2027 budget to increase expenditures in the Opioid Settlement Fund by \$200,000.

CLOSURE OF ALLEY BETWEEN S. 9TH STREET AND WALTER JETTON BLVD AND PARALLEL TO 916 KENTUCKY AVENUE

Commissioner Henderson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE PROVIDING FOR THE CLOSING OF AN 8,129 SQUARE FOOT ALLEY PARALLEL TO KENTUCKY AVENUE AND WASHINGTON STREET BETWEEN SOUTH 9TH STREET AND WALTER JETTON BOULEVARD; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME.” This Ordinance is summarized as follows: The City of Paducah does hereby authorize the closure of an 8,129 square foot alley parallel to Kentucky Avenue and Washington Street between South 9th Street and Walter Jetton Boulevard, authorizes, empowers, and directs the Mayor to execute quitclaim deeds from the City of Paducah to the property owners in or abutting the public way to be closed and all other necessary documents to effectuate the closure.

FY2026 BUDGET AMENDMENT

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING ORDINANCE NO. 2025-06-8847m 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.” This Ordinance is summarized as follows: That the annual budget for the fiscal year beginning July 1, 2025, and

August 11, 2026

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 General Fund by \$20,000 and \$118,100, respectively
- Increase expenditures for the Investment Fund by \$49,573
- Increase revenue and expenditures for the Room Tax Fund by \$158,871
- Increase revenue and expenditures for the Capital Projects Fund by \$820,449
- Increase revenue and expenditures for the Grant Fund by \$2,913
- Increase expenditures for the Debt Service Fund by \$7,127
- Increase revenue for the Fleet Lease Trust Fund by \$98,100
- Increase revenue and expenditures for the Health Insurance Fund by \$421,154

AMEND CHAPTER 78 PERSONNEL ORDINANCE TO REMOVE RETIREE LIFE INSURANCE BENEFIT

Commissioner Thomas offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 78 “PERSONNEL” SEC. 40, “GROUP LIFE AND MEDICAL INSURANCE”, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.’ This Ordinance is summarized as follows: This Ordinance amends Section 78-40 of the Code of Ordinances of the City of Paducah to reflect that retiree life insurance will no longer be offered effective September 1, 2026. Any retiree taking coverage prior to that date will be grandfathered in according to the terms of the plan.

CITY MANAGER COMMENTS

The City Manager thanked everyone for their attendance and concerns. The City is committed to continuing to improve all future events held in the City. Concerns will be addressed.

Commissioner Henderson asked if the Commission will be invited to the review, and the City Manager commented that they will be invited.

MAYOR COMMENTS

During the meeting, several community members voiced their concerns about the police presence and perceived harassment. Mayor stated that the City will review body-camera footage from this year’s events. He also said that, to help ensure next year’s events go smoothly, the City will work with the community to begin planning well in advance

CITY COMMISSIONERS’ COMMENTS

- Commissioner Thomas stated that we support our Police Department but will strive to hold them accountable.

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EXECUTIVE SESSION

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

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

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

Commissioner Smith left Executive Session at 7:04 p.m. and did not return to the meeting.

RECONVENE IN OPEN SESSION

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

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

MEETING ADJOURNED: 7:22 p.m.

ADOPTED: August 25, 2026.

George Bray, Mayor

August 11, 2026

ATTEST:

Lindsay Parish, City Clerk

August 25, 2026

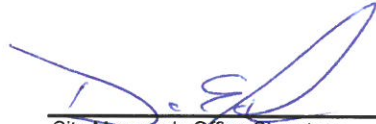
RECEIVE AND FILE DOCUMENTS:

Contract File:

1. Contract with Cherry Bekaert LLP – audit services for FY ending 2026 – MO #3228
2. Contract Amendment Tyler Technologies – ACFR Statement Builder – MO #3236
3. Sole Source Purchase from Hannan Supply – Light Fixtures – Marine Way Improvement Project – Letter from City Manager – MO #3248
4. Lease Agreement with W. C. Young Community Center – MO #3286
5. Memorandum of Agreement – Women Aware, Inc. – MO #3287
6. Memorandum of Agreement – Mountain Comprehensive Care Center, Inc. – MO #3288
7. Contract For Services – Paxton Park – MO #3289
8. Franchise Agreement – Windstream KDL (Uniti) – ORD 2026-07-8887

CITY OF PADUCAH
August 25, 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

August 20, 2026

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
August 25, 2026**

NEW HIRES - FULL-TIME (F/T)

POLICE	POSITION	RATE	NCS/CS	FLSA	EFFECTIVE DATE
Bohde, Reese L.	Police Officer	\$31.32/hr	NCS	Non-Ex	October 1, 2026
Marsh, James L.	Police Officer	\$31.32/hr	NCS	Non-Ex	October 1, 2026
Faith, Kevin R.	Police Officer	\$31.32/hr	NCS	Non-Ex	October 1, 2026
Hobgood, Matthew T.	Police Officer	\$31.32/hr	NCS	Non-Ex	October 1, 2026

PUBLIC WORKS

Shaw Laster, Michael-Anthony	Solid Waste Truck Driver	\$25.94/hr	NCS	Non-Ex	September 3, 2026
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NEW HIRES - PART-TIME (P/T)

PARKS & RECREATION	POSITION	RATE	NCS/CS	FLSA	EFFECTIVE DATE
Jones, Jr., Lloyd	Park Ranger	\$14.00/hr	NCS	Non-Ex	August 20, 2026
Victor, Darnel	Recreation Leader - Athletics	\$14.00/hr	NCS	Non-Ex	August 27, 2026

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

PARKS & RECREATION	PREVIOUS POSITION AND BASE RATE OF PAY	CURRENT POSITION AND BASE RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE
Flemons, Daroyce	Recreation Leader - Internship \$15.00/hr	Recreation Leader - Event Staff \$14.00/hr	NCS	Non-Ex	September 17, 2026
Gardner, Joanna G.	Head Lifeguard \$13.50/hr	Recreation Leader - Athletics \$14.00/hr	NCS	Non-Ex	August 20, 2026

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

ENGINEERING	PREVIOUS POSITION AND BASE RATE OF PAY	CURRENT POSITION AND BASE RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE
Riley, Keith	Floodwall Superintendent \$47.22/hr	Floodwall Superintendent \$48.64/hr	NCS	Ex	July 9, 2026

FIRE - SUPPRESSION

Denton, David	Deputy Fire Chief \$64.30/hr	Deputy Fire Chief \$67.19/hr	NCS	Ex	July 9, 2026
Owen, Christopher	Battalion Chief \$45.15/hr	Battalion Chief \$47.41/hr	NCS	Ex	July 9, 2026
Burton, Joseph L.	Assistant Chief \$42.72/hr	Assistant Chief \$44.64/hr	NCS	Ex	July 9, 2026
Potter, John	Assistant Chief \$38.15/hr	Assistant Chief \$39.87/hr	NCS	Ex	July 9, 2026
Powless, Chris	Assistant Chief \$35.38/hr	Assistant Chief \$36.97/hr	NCS	Ex	July 9, 2026

PARKS & RECREATION

Clark, Amie	Director of Parks & Recreation \$62.05/hr	Director of Parks & Recreation \$64.53/hr	NCS	Ex	July 9, 2026
Morsching, Taylor	Assistant Director of Recreation \$46.78/hr	Assistant Director of Recreation \$49.59/hr	NCS	Ex	July 9, 2026
Shelton, Gregory	Assistant Director of Parks \$45.14/hr	Assistant Director of Parks \$47.85/hr	NCS	Ex	July 9, 2026
Kearney, Ashley	Recreation Supervisor \$32.22/hr	Recreation Supervisor \$33.51/hr	NCS	Ex	July 9, 2026
Adams, Jennifer	Recreation Supervisor \$31.87/hr	Recreation Supervisor \$33.14/hr	NCS	Ex	July 9, 2026
Gray, Robin	Parks Maintenance Supervisor \$31.24/hr	Parks Maintenance Supervisor \$32.49/hr	NCS	Ex	July 9, 2026
Royal, Coleman	Parks Maintenance Supervisor \$29.78/hr	Parks Maintenance Supervisor \$30.97/hr	NCS	Ex	July 9, 2026
Askew, Lamiira	Recreation Specialist \$26.51/hr	Recreation Specialist \$27.84/hr	NCS	Non-Ex	July 9, 2026
Kirks, Kennedy	Recreation Specialist \$24.84/hr	Recreation Specialist \$26.08/hr	NCS	Non-Ex	July 9, 2026
Stepter, Drake	Recreation Specialist \$24.24/hr	Recreation Specialist \$25.45/hr	NCS	Non-Ex	July 9, 2026
Saal, Alex	Recreation Specialist	Recreation Specialist	NCS	Non-Ex	July 9, 2026

	\$23.62/hr	\$24.80/hr			
<u>POLICE</u>					
Hodges, William	Assistant Chief	Assistant Chief	NCS	Ex	July 9, 2026
	\$56.81/hr	\$58.51/hr			
Murphy, Jordan	Assistant Chief	Assistant Chief	NCS	Ex	July 9, 2026
	\$56.81/hr	\$58.51/hr			
Antonites, Nathan A.	Captain	Captain	NCS	Ex	July 9, 2026
	\$54.89/hr	\$55.99/hr			
Thompson, Steven	Captain	Captain	NCS	Ex	July 9, 2026
	\$50.38/hr	\$51.89/hr			
Watson, Travis	Captain	Captain	NCS	Ex	July 9, 2026
	\$50.38/hr	\$51.89/hr			
Jaimet, Nathan	Captain	Captain	NCS	Ex	July 9, 2026
	\$47.56/hr	\$49.94/hr			
Hopp, Matthew	Captain	Captain	NCS	Ex	July 9, 2026
	\$46.17/hr	\$48.48/hr			
<u>PUBLIC WORKS</u>					
Ferrell, Christopher	Maintenance Superintendent	Maintenance Superintendent	NCS	Ex	July 9, 2026
	\$46.26/hr	\$47.65/hr			
Scutt, James	Fleet Superintendent	Fleet Superintendent	NCS	Ex	July 9, 2026
	\$44.20/hr	\$45.53/hr			
Saxton, John	Solid Waste Superintendent	Solid Waste Superintendent	NCS	Ex	July 9, 2026
	\$42.36/hr	\$43.63/hr			
Riley, David	Street Superintendent	Street Superintendent	NCS	Ex	July 9, 2026
	\$39.13/hr	\$40.30/hr			
Canter, Thomas	Fleet Supervisor	Fleet Supervisor	NCS	Ex	July 9, 2026
	\$39.20/hr	\$40.77/hr			
Evans, Leslie	Landscape Supervisor	Landscape Supervisor	NCS	Ex	July 9, 2026
	\$36.24/hr	\$37.69/hr			
Kelley, Jonathan	Maintenance Supervisor	Maintenance Supervisor	NCS	Ex	July 9, 2026
	\$32.47/hr	\$33.77/hr			
Benard, James	Solid Waste Supervisor	Solid Waste Supervisor	NCS	Ex	July 9, 2026
	\$31.80/hr	\$33.07/hr			
Richardson, Casey	Compost Operations Supervisor	Compost Operations Supervisor	NCS	Ex	July 9, 2026
	\$31.28/hr	\$32.53/hr			
BreedenIII, Allen	Street Supervisor	Street Supervisor	NCS	Ex	July 9, 2026
	\$29.70/hr	\$30.89/hr			
Davenport, Tucker	Fleet Mechanic II	Fleet Mechanic II	NCS	Non-Ex	July 9, 2026
	\$27.17/hr	\$29.07/hr			
Davis, Matthew R.	Fleet Mechanic II	Fleet Mechanic II	NCS	Non-Ex	July 9, 2026
	\$24.85	\$26.59/hr			
Davis, Matthew R.	Fleet Mechanic II	Fleet Mechanic II	NCS	Non-Ex	July 23, 2026
	\$26.59/hr	\$27.39/hr			
Everly, Rebecca	Fleet Mechanic II	Fleet Mechanic II	NCS	Non-Ex	July 9, 2026
	\$23.73/hr	\$24.92/hr			
Everly, Rebecca	Fleet Mechanic II	Fleet Mechanic II	NCS	Non-Ex	July 23, 2026
	\$24.92/hr	\$25.54/hr			
Thomas, Timothy	Fleet Mechanic II	Fleet Mechanic II	NCS	Non-Ex	July 9, 2026
	\$24.60/hr	\$25.83/hr			
Griffin, Raymond	Fleet Mechanic II	Fleet Mechanic II	NCS	Non-Ex	July 9, 2026
	\$26.00/hr	\$26.78/hr			

TERMINATIONS - FULL-TIME (F/T)

<u>FIRE - PREVENTION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Dicke, Janet N.	Senior Admin Assistant	Retirement	August 31, 2026
<u>PARKS & RECREATION</u>			
Wallace, Bruce E.	Parks Maintenance Laborer	Resignation	August 12, 2026
<u>POLICE</u>			
Bryant, Joshua D.	Police Officer	Retirement	August 31, 2026
<u>PUBLIC WORKS</u>			
Kennedy, James G.	ROW Maintenance	Retirement	September 30, 2026

Agenda Action Form

Paducah City Commission

Meeting Date: August 25, 2026

Short Title: Approve a 1.09-acre Permanent Easement for the Joint Sewer Agency for a project located at the combined sewer outfall in Noble Park - **J. HODGES**

Category: Municipal Order

Staff Work
By: John
Hodges
Presentation
By: John
Hodges

Background Information: The Paducah McCracken Joint Sewer Agency (JSA), formed July 1, 1999, currently manages the publicly owned sanitary sewer network for McCracken County and the City of Paducah. The system includes three wastewater treatment plants, 6,400 manholes, 75 sanitary sewer lift stations within the collection system, 58 miles of sanitary sewer force main and over 385 miles of gravity sanitary sewer main, of which at least 41 miles are combined storm and sanitary sewers. The former City of Paducah system includes 11 permitted Combined Sewer Overflows (CSOs). In September of 2007, the JSA entered into an Agreed Order (Civil Action No. 07-CI-1252) with the Kentucky Division of Enforcement, addressing Kentucky Division of Water (KDOW) concerns related to CSO remediation and removal of Sanitary Sewer Overflows (SSOs). The JSA submitted and received approval in 2016 of a required Long Term Control Plan (LTCP) which proposed approximately \$100 million of projects related to CSO remediation spread over a 22 year schedule, the longest period acceptable by DOW and the Environmental Protection Agency (EPA). The JSA has been actively working these projects, in addition to projects related to the mitigation of SSOs, since 2010. Currently, the JSA is pursuing a project located at the combined sewer outfall in Noble Park to pump, screen and disinfect (disinfection is a separate project due for completion in 2038) of approximately 40 million gallons per day (MGD) of wet weather flow. This location is directly adjacent to the City of Paducah's floodwall pumping station in Noble Park.

In order to construct the project, an easement is required from the City of Paducah, the owner of the property. The permanent easement required is approximately 1.09 acres. The easement document and associated easement exhibits are included.

The project will be funded by a \$15,285,000 low interest loan with the Kentucky Infrastructure Authority (KIA), with roughly 22% principal forgiveness (\$3,378,851). In order to comply with KIA funding requirements, an easement with the City for the work will be required.

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. JSA Sanitary Sewer Easement Noble Park
2. City easement
3. 2235 NOBLE PARK - EXHIBIT NO 1 - DB 207_PG 606
4. 2235 NOBLE PARK - EXHIBIT NO 2 - DB 126_PG 583
5. 2235 NOBLE PARK - EXHIBIT NO 3 - DB 343_PG 507

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
SANITARY SEWER EASEMENT BETWEEN THE CITY OF PADUCAH AND THE
PADUCAH McCracken County Joint Sewer Agency FOR
APPROXIMATELY 1.09 ACRES OF CITY-OWNED PROPERTY LOCATED IN
NOBLE PARK

WHEREAS, the Paducah McCracken County Joint Sewer Agency
("JSA") is pursuing sanitary sewer improvements at the combined sewer outfall located
in Noble Park and requires a perpetual sanitary sewer easement over approximately 1.09
acres of City-owned property for the construction, operation, inspection, repair,
maintenance, replacement, and removal of sanitary sewer lines, mains, drains, and
appurtenances; and

WHEREAS, the proposed Sanitary Sewer Easement, including Exhibits 1,
2, and 3, grants JSA, its successors and assigns, the necessary easement rights and rights
of ingress and egress over the subject property.

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

SECTION 1. The City Commission hereby approves the Sanitary Sewer
Easement between the City of Paducah, as Grantor, and the Paducah McCracken County
Joint Sewer Agency, as Grantee, granting a perpetual sanitary sewer easement over
approximately 1.09 acres of City-owned property located in Noble Park, as shown and
described on Exhibits 1, 2, and 3 attached to and incorporated into the easement.

SECTION 2. The Mayor is hereby authorized to execute the Sanitary
Sewer Easement, substantially in the form presented to the Board of Commissioners,
together with any documents necessary to effectuate the purposes of this Municipal
Order.

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

Mayor George Bray

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

\\mo\JSA Sanitary Sewer Easement Noble Park

SANITARY SEWER EASEMENT

THIS SANITARY SEWER EASEMENT made and entered into on this the ____ day of _____, 2026, by and between CITY OF PADUCAH, a Municipal Corporation of the Home Rule Class, P.O. Box 2267, Paducah, Kentucky, 42002-2267, hereinafter called “Grantor(s)” (whether one or more), whose in-care-of address to which the current tax bill for the tax year of 2026, may be sent to City of Paducah, P.O. Box 2267, Paducah, KY 42002-2267, and the **PADUCAH MCCRACKEN COUNTY JOINT SEWER AGENCY**, 621 Northview Street, Paducah, KY 42001, hereinafter called “Grantee”;

W I T N E S S E T H :

That for and in consideration of **One dollar and no cents (\$1.00)**, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor(s) do by these presents grant, bargain, sell, transfer, and convey unto Grantee, its successors and assigns, a perpetual sanitary sewer easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove any and all lines, mains, drains and appurtenances for the improvement of a sanitary sewer with all rights of ingress and egress over and across real property owned by the Grantor(s) in McCracken County, Kentucky. Said perpetual sanitary sewer easement shall be described as follows:

SANITARY SEWER EASEMENT

A sanitary sewer easement as shown on Exhibit 1, Exhibit 2 and Exhibit 3 hereto attached and made part of this document.

The above described Easement contains approximately 1.09 acres.

Being a part of the same property conveyed to the City of Paducah, by deed dated March 31, 1941, as recorded in Deed Book 207, Page 606, by deed dated June 13, 1921, as recorded in Deed Book 126, Page 583, by deed dated September 16, 1953, as recorded in Deed Book 343, Page 507, and by deed dated December 1, 1999 as recorded in Deed Book 928 Page 599 in the McCracken County Clerk's Office.

The grant of this easement is subject to existing easements for roads and other utilities. Grantee shall, at its expense, repair all damage and surface damage to Grantor(s)' property occasioned by the construction of the sanitary sewer lines, mains, drains, and appurtenances, and by its use of the easement areas and occurring within one year of completion of installation of the sanitary sewer referred to herein, including, but not limited to grading, filling, compacting, leveling, sodding, and seeding as may be reasonably required to mitigate erosion as mutually agreed upon by both Grantor and Grantee.

The aforesaid sanitary sewer easements are perpetual and shall remain in full force and effect unless formally terminated in writing by Grantee. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements to the Grantee, its successors and assigns forever, with covenant of General Warranty.

IN WITNESS WHEREOF, the Grantor(s) and Grantee(s) have executed this instrument on the date first above written.

GRANTOR(S):

GRANTEE(S):

CITY OF PADUCAH

PADUCAH McCRACKEN COUNTY
JOINT SEWER AGENCY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing easement was this day produced before me and that the same was thereupon acknowledged before me by _____ (name), _____ (title), an authorized agent for the City of Paducah, to be a free and voluntary act and deed, all of which is hereby certified to the proper office of record.

My Commission expires:_____.

WITNESS my hand and notarial seal on this the ____ day of _____, 20__.

Notary Public, State at Large

Notary ID# _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing easement was this day produced before me and that the same was thereupon acknowledged before me by John Hodges, Executive Director, an authorized agent for the Paducah-McCracken County Joint Sewer Agency, to be a free and voluntary act and deed, all of which is hereby certified to the proper office of record.

My Commission expires:_____.

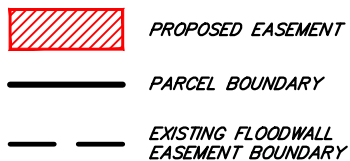
WITNESS my hand and notarial seal on this the ____ day of _____, 20__.

Notary Public, State at Large

Notary ID# _____

This instrument was prepared by:

Denton Law Firm, PLLC
P. O. Box 969
Paducah, Kentucky 42002-0969

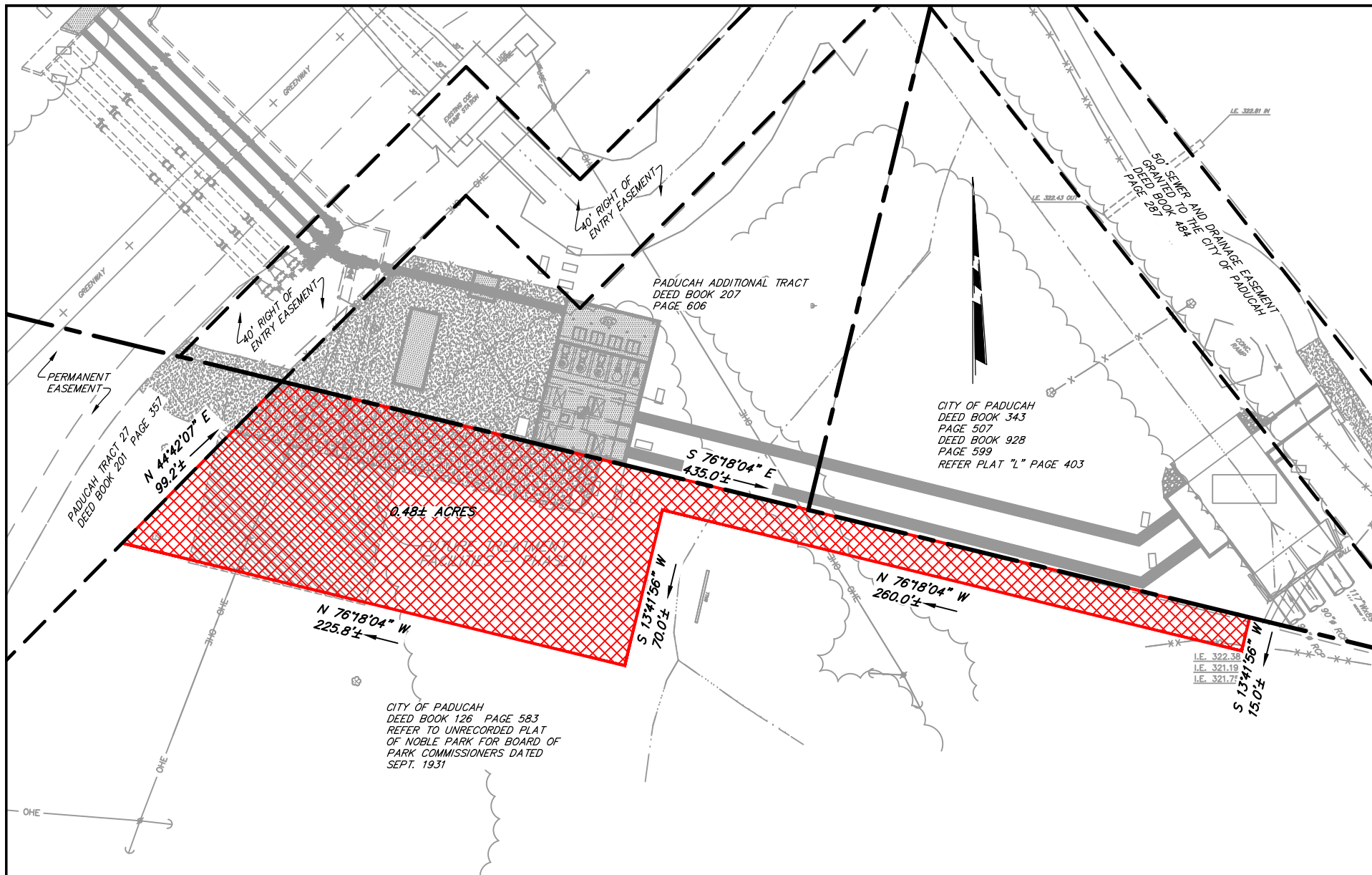


PROPOSED EASEMENT EXHIBIT NO. 1

DEED BOOK 207 - PAGE 606

SCALE: 1"=50'

DATE: 3/2/2026



PROPOSED EASEMENT



PARCEL BOUNDARY



EXISTING FLOODWALL
EASEMENT BOUNDARY

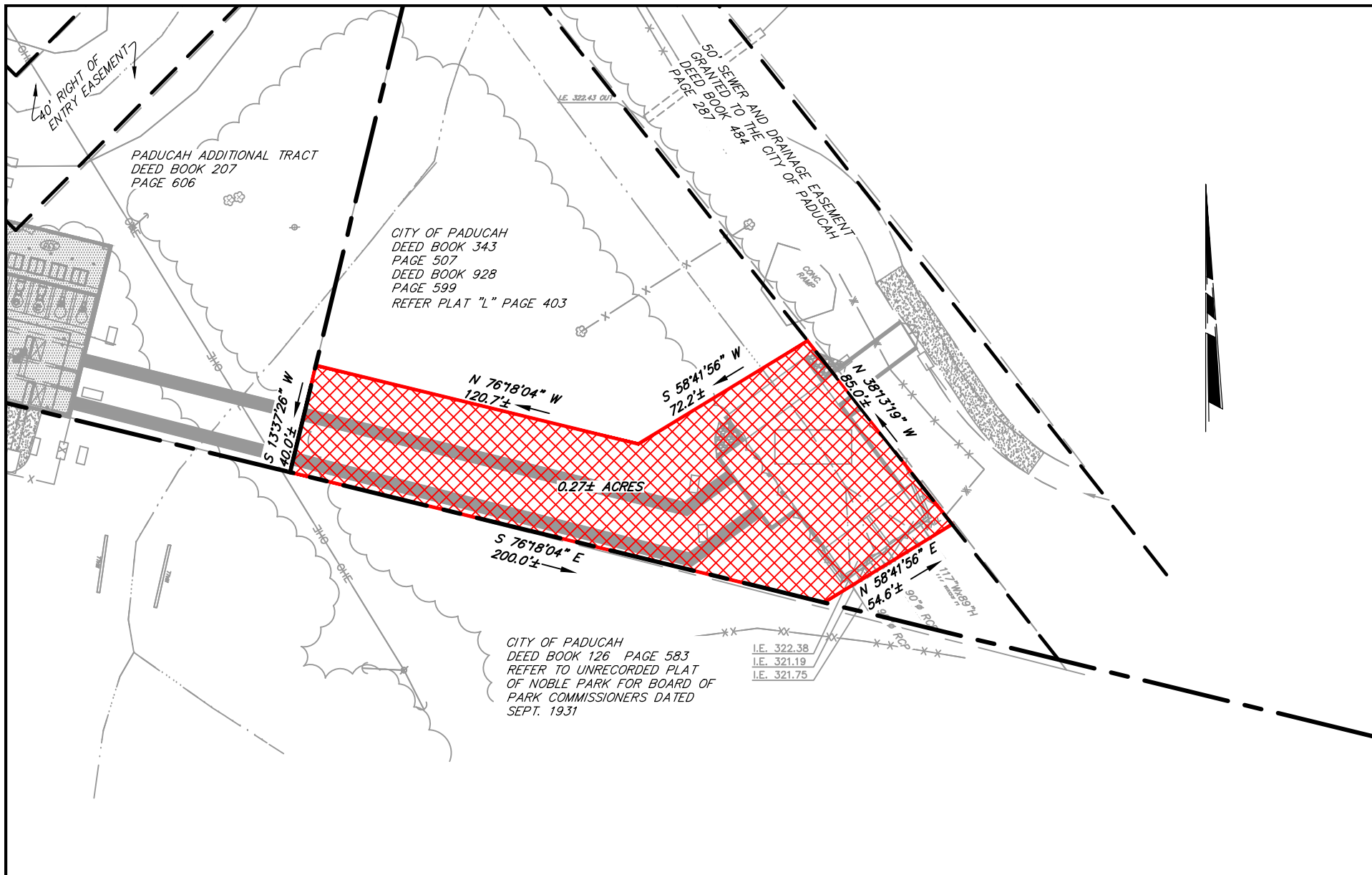
NOBLE PARK – PADUCAH, KY

PROPOSED EASEMENT EXHIBIT NO. 2

DEED BOOK 126 – PAGE 583

SCALE: 1"=60'

DATE: 3/2/2026



PROPOSED EASEMENT



PARCEL BOUNDARY



EXISTING FLOODWALL
EASEMENT BOUNDARY

NOBLE PARK — PADUCAH, KY

PROPOSED EASEMENT EXHIBIT NO. 3

DEED BOOK 343 — PAGE 507

SCALE: 1"=50'

DATE: 3/2/2026

Agenda Action Form

Paducah City Commission

Meeting Date: August 25, 2026

Short Title: Authorize a Contract with Building Conservation Associates in the amount of \$75,750 for a Historic Structure Report for the Hotel Metropolitan - **H. REASONS**

Category: Municipal Order

Staff Work
By: Hope
Reasons
Presentation
By: Hope
Reasons

Background Information: On August 13, 2024, the Paducah Board of Commissioners accepted an award from the Mellon Foundation (MO 2949) for capacity building and capital improvements for the Hotel Metropolitan and Purple Room. As part of that award, a Historic Structure Report is to be completed on the property to determine the long term structural needs for the Hotel Metropolitan. On February 24, 2026, the Commission approved the release of a Request for Proposals for the project with MO 3198. Seven proposals were submitted and the top two candidates were interviewed, with the final decision being in favor of Building Conservation Associates.

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: Authorize the contract with Building Conservation Associates and the Mayor to sign all documentation related to same.

Attachments:

1. MO Contract – Building Conservation Associates – Historic Structure Report – Hotel Metropolitan
2. BCA_Hotel Metropolitan Contract_08 19 2026

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A CONTRACT WITH BUILDING CONSERVATION ASSOCIATES IN THE AMOUNT OF \$75,750 TO PREPARE AN HISTORIC STRUCTURE REPORT FOR THE HOTEL METROPOLITAN, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, on August 13, 2025, the Paducah Board of Commissioners accepted an award from the Mellon Foundation (MO #2949) for capacity building and capital improvements for the Hotel Metropolitan and Purple Room. As part of that award an Historic Structure Report is to be completed on the property to determine the long-term structural needs for the Hotel; and

WHEREAS, on February 24, 2026, the Commission approved the release of a Request For Proposals (MO #3198). Seven proposals were submitted and the top two candidates were interviewed. The final decision was in favor of Building Conservation Associates.

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

SECTION 1. The Board of Commissioners hereby approves the contract with Building Conservation Associates, in an amount the amount of \$75,750, and authorizes the Mayor to execute all documents related to same.

SECTION 2. This project will be paid from Account Number MR0102.

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, _____

Recorded by Lindsay Parish, City Clerk, _____

MO\Contract – Building Conservation Associates – Historic Structure Report – Hotel Metropolitan



August 19, 2026

Hope Reasons
Projects and Grants Coordinator, City of Paducah
300 South 5th Street
Paducah, KY 42003

Re: Historic Structure Report for the Hotel Metropolitan. Paducah, Kentucky.
Revised BCA Proposal No. 9393

Dear Ms. Reasons:

Building Conservation Associates, Inc. (BCA) is pleased to offer this revised proposal to the City of Paducah for the creation of a Historic Structure Report (HSR) for the Hotel Metropolitan in Paducah, Kentucky. Revised text is in red throughout the document. The purpose of the revised proposal is to align BCA's scope with the goals of the City of Paducah and the Upper Town Heritage Foundation, as communicated during a meeting on June 30, while remaining within the project budget. As discussed during the meeting, BCA's revised approach to the project includes a reduced focus on performing original research into historic context, while retaining research into and condition assessment of the Hotel Metropolitan itself.

Founded in 1985, BCA is one of the country's oldest historic preservation consulting firms. Our practice covers historic preservation planning, historic building documentation, conditions assessments, materials science, restoration design, and preservation regulatory compliance. BCA provides custom preservation planning and technical services to architects, private institutions, museums, and government entities at the local, state, and federal levels. BCA is a Small Business Entity (SBE) with offices in New York City, Boston, Detroit, Philadelphia, and Alexandria, Virginia. BCA's Philadelphia office will be executing the work for this contract, and I will serve as the primary point of contact.

BCA's proposal includes the following sections:

- Introduction
- Project Approach and Schedule
- Project Team and Qualifications (Organizational Chart, Resumes, Firm References)
- Project Fee

Thank you for this opportunity. BCA is inspired by the story of the Hotel Metropolitan and its association with the African-American experience. We are excited by the possibility of assisting the Upper Town Heritage Foundation and the City of Paducah with the creation of an HSR for such a significant historic site for the state of Kentucky.

Sincerely,

A handwritten signature in blue ink that reads "Dorothy S. Krotzer". The signature is fluid and cursive, with a long horizontal stroke at the end.

Building Conservation Associates, Inc.
Dorothy S. Krotzer, President

BUILDING CONSERVATION ASSOCIATES INC
242 Cherry St. 950 N. Washington St. #212
Philadelphia, PA 19106 Alexandria, VA 22314
MAIN 215.923.2834 MAIN 267.605.6050
www.bcausa.com

Introduction

The Hotel Metropolitan is a restored segregation-era hotel that now serves as a museum and cultural center. The hotel was listed in the Negro Motorist Green Book and was a part of the famed Chitlin' Circuit, and it appears today much as it did when it was first constructed in 1909. Given the building's historical significance and high degree of integrity, it was listed in the National Register of Historic Places in 2002. Upper Town Heritage Foundation currently owns the property, but the City of Paducah is serving as the procuring entity for this project.

The project is being funded by a grant from the Mellon Foundation and therefore it must comply with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. The *Standards* are a series of best-practices developed by the National Park Service (NPS) for preservation work, and include guidelines for maintaining, repairing, and replacing historic materials, as well as for designing new additions or making alterations.

The proposed project involves the creation of an HSR in line with NPS *Preservation Brief 43: The Preparation and Use of Historic Structure Reports*. The HSR will include research on the history and significance of the building, as well as an assessment of current architectural and structural conditions. It will provide recommendations for appropriate preservation treatments accompanied by a cost estimate for the recommendations. HSRs serve as primary planning tools for museums such as the Hotel Metropolitan and are intended to guide future maintenance and restoration efforts.

BCA has significant experience working with organizations such as the Upper Town Heritage Foundation to develop HSRs that comprehensively document a site's history and provide preservation recommendations that are both appropriate for the building and aligned with the organization's goals and vision for the building.

As the following materials illustrate, BCA devotes its entire practice to the study, preservation, treatment, and maintenance of historic buildings, ranging from private museums to large building complexes and historic campuses. Much of BCA's work involves well-known landmarks, and the majority of the buildings that we have worked on are listed on the National Register of Historic Places. We are therefore very familiar with the *Standards for the Treatment of Historic Properties* and all of our projects are designed to comply with these important *Standards*. BCA also has significant experience with the preparation of HSRs that follow *Preservation Brief 43*. BCA is currently working on the creation of HSRs for four nationally significant historic sites, including the Peirce-Kling House in Washington, DC and the John Wickham House in Richmond, VA. Our experience provides us with a firm understanding of the nature and extent of work required to create an HSR for the Hotel Metropolitan.

BCA will be the Prime Consultant for this project and our expertise is bolstered by that of our sub-consultants, Matteo-Ferran Structural Engineers (MFSE) and International Consultants Inc. (ICI). Matteo-Ferran has significant experience with historic buildings and construction systems, and will be tasked with the engineering assessment portion of the project. ICI is a cost estimating firm that specializes in preservation design projects, so they fully understand the unique costs associated with these types of projects. Qualifications for the entire BCA Team are provided in the following proposal.

Project Approach and Schedule

The goal of the proposed project is to prepare a comprehensive HSR for the entire Hotel Metropolitan building. In keeping with *Preservation Brief 43*, the HSR will include: archival research; creation of a developmental history of the building and landscape; assessment of the building, its systems, and its structure; and the development of a preservation treatment approach and work recommendations. The recommendations will be phased to ensure compatibility with the Upper Town Heritage Foundation's goals and will be accompanied by a cost estimate. All recommendations will be consistent with the *Secretary of the Interior's Standards* and will prioritize preservation of historic fabric.

Included below are the key tasks involved in BCA's project approach.

Task 1. Archival Research and Developmental History

Our approach begins with the development of a full understanding of the history and evolution of the building. BCA will review existing documentation made available by the Upper Town Heritage Foundation and, in addition, conduct limited research in local and national archival repositories to identify additional historic drawings, maps, photographs, and written data that document the original and subsequent construction phases of the Hotel Metropolitan. BCA will generate a bibliography of cited documents and sources.

To limit scope and to help reduce BCA's overall fee, the researchers will primarily rely on oral history interviews with Betty Dobson in discussing the history of the Hotel Metropolitan. BCA will summarize information gathered from Ms. Dobson's interviews in the Chronology of Development and Use section of the report, citing Ms. Dobson as the source. BCA will provide, with Ms. Dobson's consent, recordings of any interviews along with the HSR deliverable.

BCA will supplement this information with primary-source research into the building's evolution as discussed above. BCA will also identify opportunities for deeper research and will include those as recommendations.

Using the information collected as part of the archival research phase, BCA will create a description of the building and its overall construction history. The developmental history will explain and illustrate how the building has physically changed over time. Its original design and any subsequent alterations will be identified in a clear and concise manner, using a combination of written architectural chronology narrative and illustrative graphics.

In addition to documenting the developmental history of the hotel building, the surrounding landscape will also be studied and documented with the goal being to create a plan for the historic landscape. This plan will provide contextual understanding of the site as it existed during the building's period of significance.

To limit scope, the researchers will perform minimal original research related to historic contexts such as the development of Paducah, comparable buildings listed in the Green Book, etc. BCA will include recommendations for topics meriting further research.

Task 2. Existing Conditions Assessment and Architectural Evaluation

An important component of the HSR will be an evaluation of the current condition of the historic building. BCA and Matteo-Ferran will perform this existing conditions assessment by making a site visit to visually examine the interior and exterior of the building. The goal of the conditions assessment will be to inventory the building's existing historic fabric, evaluate its physical condition, and identify any historic materials that show evidence of deterioration or failure. In addition, BCA will provide a general description of mechanical systems (heating, lighting, plumbing, electrical).

Identification of problematic areas will provide an understanding of both the type and the extent of conditions that are present and that require repair. This information will aid the Upper Town Heritage Foundation and the City of Paducah in both short-term and long-term planning for the repair, restoration, and maintenance of the historic building. In addition, evaluation of physical condition is directly related to the evaluation of the architectural integrity of the building.

MFSE will assess the building's structure and provide recommendations, taking into account the *Secretary of the Interior's Standards*, for compliance with current code provisions. They will assess its foundations, framing, load-bearing walls, floors, roof systems, and structural connections.

Task 3. Development of Preservation Treatment Approach

BCA will use the 2002 National Register of Historic Places nomination for the Hotel Metropolitan, combined with the original research performed during the HSR process, to establish an appropriate Period of Significance. A Period of Significance is the length of time when a property was associated with important events, activities, or persons, or when it attained the characteristics that qualified it for Register listing.

Once the most appropriate Period of Significance has been confirmed, BCA will identify the building's character-defining features. These are the architectural characteristics that are critical to accurately conveying the history and significance of the building. The existing conditions assessment and architectural evaluation in Task 2 will provide information on the degree of integrity of the Hotel's character-defining features. As part of this process, non-contributing (i.e., non-character-defining features) will also be identified.

Once the site's Period of Significance, character-defining features, and degree of architectural integrity have been identified, BCA will develop an overarching preservation treatment approach for the site. The treatment approach will adopt one of the four options identified in the *Secretary of the Interior's Standards for the Treatment of Historic Properties*: Preservation, Restoration, Reconstruction, or Rehabilitation.

BCA's next step will be to establish "preservation zones" for the building. Preservation zoning is a technique used to establish a hierarchy of significance to guide the choice of appropriate treatments based on an understanding of the building and its significance as developed through Tasks 1 and 2. The zones facilitate preservation of the significant portions of the building, and identify opportunities for new design that complements and strengthens its historic character. Preservation zones for the Hotel Metropolitan will be defined in narrative form and supplemented by graphics illustrating the various zones. BCA will annotate existing floor plans, if available; if existing floor plans are unavailable, BCA will create schematic floor plans for this purpose.

Task 4. Treatment Recommendations

BCA will develop recommendations for any proposed work based on the existing conditions assessment as well as the preservation treatment approach established for the Hotel. The proposed recommendations will include a list of prioritized work items, phased to align with the Upper Town Heritage Foundation's goals, and estimated costs for architectural and structural work. All recommendations will be consistent with *the Secretary of the Interior's Standards for the Treatment of Historic Properties*.

In addition, the HSR will include a historic landscape plan with sufficient detail to inform future planning, preservation, and interpretation efforts. This part of the HSR will include:

- Historic site layout documentation illustrating the general arrangement of the building in relation to surrounding features at or near the time of construction.
- Identification of character-defining site elements, such as walkways, entrances, outbuildings (if any), fencing, circulation patterns, and landscape features associated with the building's historic use.
- A narrative description of how the building related to its immediate surroundings, including access points, orientation, and relationship to the neighborhood context.
- A diagrammatic or conceptual site plan reflecting the historic landscape configuration to the extent it can be reasonably determined from available documentation.
- Identification of data gaps and topics for future research.

Task 5. Compilation of the Draft and Final HSR

Following completion of Tasks 1 through 4, BCA will issue a digital 90% draft of the HSR to the Upper Town Heritage Foundation and the City of Paducah for review. The 90% draft will be a compilation of all deliverables outlined above. It will be illustrated throughout with photographs, graphics, maps, and diagrams. It will be organized into a useful, comprehensive, and readable document.

Once BCA receives comments back on the 90% draft, we will revise the HSR to address any comments or questions, and then submit three (3) hard copies and one (1) digital copy of the 100% final HSR on CD/flash drive.

Task 6. Meetings

BCA will conduct a project kick-off meeting with the Upper Town Heritage Foundation and the City of Paducah to confirm the work plan and project schedule. BCA will hold monthly meetings to update the project stakeholders on the progress of the project. These regular meetings will also serve as opportunities for BCA to get feedback on key aspects of the HSR, if needed, and for the Foundation and the City to ask questions of or relay pertinent information to BCA.

Schedule

Included below is BCA's proposed timeline for the project. Because completion dates will depend on the contract award date, overall durations per task have been provided instead of specific dates. It should be noted that BCA is proposing a 9-month total project duration instead of the 6-month duration noted in the Request for Proposals (RFP). The reason for this slightly extended schedule is to allow for sufficient time to perform research, meet with and receive feedback from project stakeholders and also allow proper review time of the deliverables.

Week 1: Project Kick-off

- Participate in a virtual project kick-off meeting with the Upper Town Foundation Heritage Foundation and the City of Paducah, and all members of BCA's team.
- Develop formal work plan and project schedule.

Weeks 2–12: Task 1. Archival Research and Developmental History

- Conduct archival research, including a review of previous research.
- Synthesize archival materials to understand the developmental history of the property.
- Document the physical evolution of the building and landscape. Create an architectural chronology narrative and graphics.

Week 13: Task 2. Existing Conditions Assessment and Architectural Evaluation

- Perform a site visit to evaluate physical conditions and identify any areas of material deterioration or failure.
- Perform a structural assessment.

Weeks 14–18: Task 3. Development of Preservation Treatment Approach

- Identify character-defining features.
- Develop the preservation treatment philosophy.
- Create preservation zones and associated significance graphics.

Weeks 19–22 Task 4. Treatment Recommendations

- Identify restoration options, work priorities, and cost estimates.

Weeks 23–36: Task 5. Compilation of the Draft and Final HSR

- Compile 90% draft HSR and submit for review (assume a 2-week review period).
- Revise 90% draft to address comments.
- Submit final HSR in hard copy and digital formats.

Project Team and Qualifications

Building Conservation Associates, Inc. (Prime Consultant)

BCA is a nationally recognized preservation consulting firm focused solely on historic buildings. Over the course of our 40 years in business, we have documented, assessed, and assisted in the preservation and restoration of hundreds of historically significant structures. BCA specializes in providing preservation consulting services related to both the technical and historical aspects of restoring buildings according to the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

A significant portion of BCA's work includes the preparation of preservation planning documents such as Historic Structure Reports, Cultural Significance Studies, and Preservation Plans. These important guiding documents for historic sites are always based on thorough archival research and include discussion of a site's developmental history and historic context, and evaluation of its significance under the National Register of Historic Places Criteria for Evaluation.

Although BCA's portfolio includes many relevant preservation planning and HSR projects, our most comparable projects are those cited on the following project sheets including:

- Peirce-Kling House. Washington, DC. Historic Structure Report.
- The Spanish Ballroom. Glen Echo, MD. Historic Structure Report.
- Hampton National Historic Site Outbuildings. Towson, MD. Three Historic Structure Reports.
- Sellman House (Woodlawn). Edgewater, MD. Historic Structure Report.
- Contee Farm Complex, Smithsonian Environmental Research Center. Edgewater, MD. Historic Context Study.
- Washington Union Station. Washington, DC. Historic Preservation Plan.

Matteo Ferran Structural Engineers (Sub-Consultant)

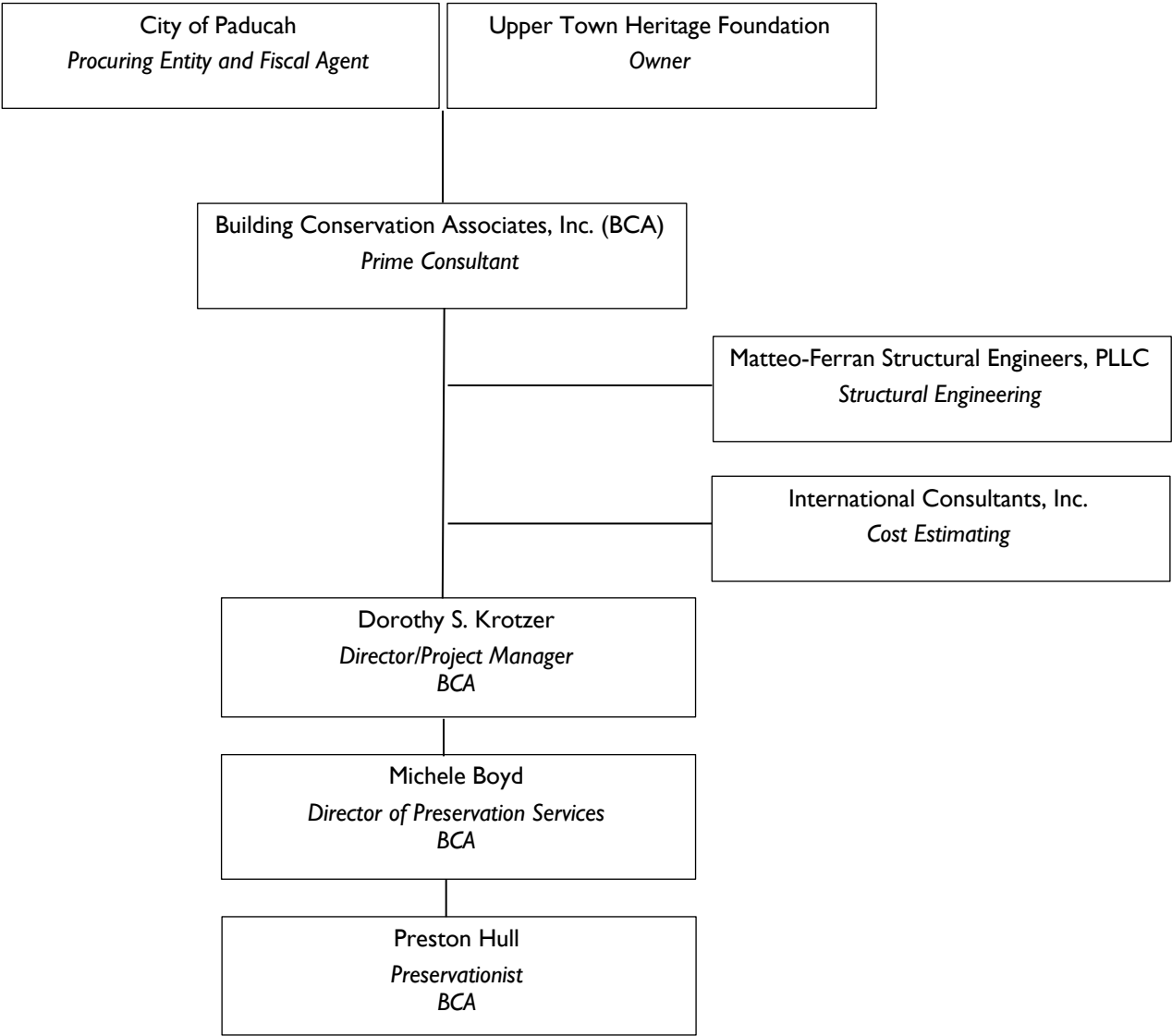
Matteo Ferran Structural Engineers, PLLC (MFSE) will be providing a structural assessment of the Hotel Metropolitan as part of the HSR project. MFSE is a small, woman-owned structural engineering firm in historic Old Town Alexandria, VA specializing in historic buildings. As preservation engineers, they are fully conversant with the *Secretary of Interior Standards*, as well as international standards such as the Venice Charter and other doctrinal texts for conservation and restoration as adopted by ICOMOS. They also have experience with HSRs, including a current HSR being prepared for Wilmer's Park, an 80-acre rural site established by Arthur Wilmer in Maryland in the early 1950's that initially served as a baseball and football park for local Negro League teams. The park became a major stop on the Chitlin' Circuit.

International Consultants, Inc. (Sub-Consultant)

Founded in 1971, International Consultants, Inc. (ICI) is a professional consulting firm for the design and construction industries. ICI is experienced in all levels of cost estimating, from preliminary feasibility estimates to bid document cost estimates. They provide cost estimating for a full range of construction projects; new construction, renovations, restorations, additions and adaptive reuse for residential, institutional, commercial, monumental, LEED certified and everything in between.

Located in Old City, the historic district of Philadelphia, ICI was a pioneer and continues to be a leader in its specialized market, including significant experience with preservation and restoration projects and HSRs specifically.

Organizational Chart



Key Personnel and Resumes

Building Conservation Associates, Inc.

BCA's individual staff members have extensive experience in the field of historic building preservation. For the Hotel Metropolitan HSR project, BCA plans to use senior staff members, each of whom brings a unique set of expertise and years of experience. All staff assigned to this project exceed the Historic Preservation Professional Qualifications Standards as defined by the U.S. Department of the Interior, National Park Service in 48 FR 44716 and 36 CFR 61.

Each staff member's role on the project, as well as their relevant qualifications, are discussed below.

Dorothy S. Krotzer, the Director of BCA's Philadelphia office, will lead the team as Project Manager for the work associated with this contract. Ms. Krotzer will provide project management and will serve as the primary, day-to-day contact with the City of Paducah and the Upper Town Heritage Foundation.

Michele Boyd will serve as BCA's senior preservationist for this project. Ms. Boyd is BCA's Director of Preservation Services and has expertise in architectural history, preservation planning, National Register nominations, and HSRs. Ms. Boyd will serve as the senior technical staff person for this project.

Preston Hull, Preservationist, will be the primary technical staff person for this project. As such, he will perform a range of tasks including archival research, creation of a developmental history and treatment recommendations.

Matteo Ferran Structural Engineers

John Matteo, PE FAAR will serve as the primary structural engineer on the project. He has significant experience with historic structures and developing recommendations for their repair, including for comparable HSR projects. John has collaborated with BCA on several historic preservation projects.

International Consultants, Inc.

With more than 45 years of experience, Mike Funk will be the primary cost estimator for the project. Mike has extensive experience providing pricing for historic preservation projects and is a frequent collaborator with BCA.

Firm References for Building Conservation Associates, Inc.

Carly Bond
Associate Director, Architectural History & Historic Preservation
Smithsonian Institution
(917) 331-1815
BondC@si.edu

Gregory R. Weidman
Curator
Hampton National Historic Site
(410) 823-1309, x205
Gregory_Weidman@nps.gov

Katie Wackrow
Cultural Resources Program Manager
Catoclin Mountain Park
(229) 815-0051
Kathleen_Wackrow@nps.gov

Project Fee

The fee for the proposed work is a lump sum of \$75,750.00, including expenses and costs associated with BCA’s sub-consultants. Please the following table for a breakdown of BCA’s fee.

BCA’s current hourly rates are as follows:

Director/Project Manager:	\$175/hr
Director of Preservation Services:	\$150/hr
Preservationist:	\$135/hr

Exclusions

The following services are excluded from the current proposal but can be provided for an additional fee: thorough research into relevant historic contexts, preparation of interview transcripts, materials testing and analysis (paint, mortar); identification of hazardous materials; creation of detailed architectural drawings; civil or site assessment; cultural landscape report or detailed landscape site design; and transcripts of oral interviews.

Terms & Conditions

1. *Attachment A:* Terms and Conditions of Professional Service is attached to this contract and incorporated herein by this reference.
2. BCA can begin work on the above scope of services within 15 business days of receiving this signed agreement back to our office. This proposal is good for 90 days from the date of offer. BCA reserves the right to withdraw this letter agreement if not executed and returned to our office within 90 days of the date of this proposal.
3. This proposal assumes BCA’s current insurance for General Liability and Errors and Omissions.

If the foregoing is acceptable, please sign below and return (1) original executed copy for our files. Please do not hesitate to contact me with any questions.

Offered by:



Building Conservation Associates, Inc.
Dorothy S. Krotzer
President

Accepted by:

City of Paducah
George Bray
Mayor

FEE ATTACHMENT

Project Name: Hotel Metropolitan
HSR

Submitted by: BCA - Philadelphia

Submitted to: Paducah, KY

Date: 08/19/26

Director	Sr. Preservationist	Preservationist/C onservator	Esc.	Totals
\$175.00	\$150.00	\$135.00		

SERVICES**01-Historical Research**

a-Research and Review	1	1	60	\$8,425.00
b-Create Historical Background and Context		1	8	\$1,230.00
c-Create Chronology of Development and Use		1	60	\$8,250.00
Sub-total				\$17,905.00

02-Existing Conditions Assessment

a-Site Visits	1		36	\$5,035.00
b-Create Physical Description			20	\$2,700.00
Sub-total				\$7,735.00

03-Develop Treatment Approach

			16	\$2,160.00
Sub-total				\$2,160.00

04-Recommendations

a-Recommendations	1	4	24	\$4,015.00
Sub-total				\$4,015.00

05-Coordination with Contractor

			8	\$1,080.00
Sub-total				\$1,080.00

06-Prepare Report

a-90% Draft	1	10	80	\$12,475.00
b-100% Final			16	\$2,160.00
Sub-total				\$14,635.00

07-Meetings

	10	5	10	\$3,850.00
Sub-total				\$3,850.00

TOTAL SERVICES

\$51,380.00

Hours**CONSULTANTS**

Cost Estimator				\$4,680.00
Structural Engineering			a-Assessment and Recommendations	\$16,190.00

Sub-total				\$20,870.00
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TOTAL CONSULTANTS

\$20,870.00

FEE ATTACHMENT

Project Name: Hotel Metropolitan
HSR
Submitted by: BCA - Philadelphia
Submitted to: Paducah, KY
Date: 08/19/26

Totals

EXPENSES	Qty	Unit Cost	Markup	
02-Existing Conditions Assessment				
Travel	1	\$3,000		\$3,000.00
Sub-total				\$3,000.00
05-Prepare Report				
Printing and Binding	1	\$500		\$500.00
Sub-total				\$500.00
TOTAL EXPENSES				\$3,500.00
TOTAL:				\$75,750.00

Attachment A
Building Conservation Associates Inc.
Terms and Conditions of Professional Service

Standard of Care – Building Conservation Associates, Inc. ("BCA" or "Consultant") is a consulting firm, not a licensed professional. The standard of care for all professional services performed or furnished by BCA under this Agreement will be the skill and care used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. BCA makes no warranties, express or implied, under this Agreement or otherwise, in connection with the services provided by BCA.

Compensation – For the scope of services stated in the accompanying proposal or letter agreement, Client agrees to pay BCA the compensation stated in the agreement. Any modification to the contract amount for compensation shall be agreed upon by both parties in writing. BCA agrees to submit invoices monthly for services rendered in the manner and format stated in the written proposal. Payment terms are net 30 days.

Indemnification – To the extent allowed by law, Client and BCA each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and BCA, they shall be borne by each party in proportion to its negligence.

Force Majeure – Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution – Client and BCA agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement. If mediation is not successful, venue of any dispute shall be McCracken Circuit Court. This Agreement is governed by the laws of the Commonwealth of Kentucky. Prevailing party shall be entitled to payment of its reasonable attorney's fees incurred in the prosecution or defense of the legal action.

Termination of Contract – Client may terminate this Agreement within seven days prior written notice to BCA for convenience or cause. BCA may terminate this Agreement for cause within seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until BCA has been paid in full all amounts due for services, expenses and other related charges.

Hazardous Environmental Conditions – It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, lead, radioactive or other hazardous waste or materials. Client acknowledges that BCA is performing professional services for Client, and BCA is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents – All documents prepared or furnished by BCA pursuant to this Agreement are instruments of BCA's professional service, and BCA shall retain an ownership and property interest therein, including copyright. BCA grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project alone, and for no other purpose. Reuse or modification of any such documents by Client, without BCA's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold BCA harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client, or from any claim, damage, or expense, including legal fees, related in any way to any

change in BCA's instruments of service or deviation therefrom, after the termination or expiration of this Agreement.

Use of Electronic Media – Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by BCA to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, BCA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by BCA at the beginning of this assignment.

Construction Phase Services – If this Agreement provides for any construction phase services by BCA, it is understood that the Contractor, not BCA, is responsible for the construction of the project, and that BCA is not responsible for the acts or omissions of any contractor, subcontractor or material supplier. BCA will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

Opinions of Cost – When included in BCA's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent BCA's judgement as a professional generally familiar with the industry. However, since BCA has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, BCA cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

Duration of Agreement – If services under this agreement are not completed within 18 months, or if the project is put on hold through no fault of BCA for more than 12 months, BCA reserves the right to renegotiate the fees and rates.

Equipment Rental – Any prices for the rental of boom lift, scaffolding, scissor lift, or similar stated in the written proposal are based on verbal estimates. Prices will be confirmed with the client once services commence. The actual charge of equipment may vary slightly due to field conditions (e.g. inclement weather).

Exterior Testing – The temperature must be above 50 degrees Fahrenheit for field testing to take place on exterior of a building. Wind chill temperature must be above 25 degrees Fahrenheit, and wind speeds must be below 20 miles per hour, for survey or other work to be performed on the exterior of a building.

Additional Services – This Agreement is based on BCA's current understanding of the project and the information available for Consultant review. If during the course of the project new information requires a substantial change to the scope of services, BCA will request a change order for additional services and compensation as required. These additional services will be provided only upon mutual agreement between the parties.

Reimbursable Expenses – All reimbursable expenses will be charged at cost plus a markup stated in the written proposal. Reimbursable expenses include direct costs to BCA, contractor support, equipment rentals, and subconsultant fees.

Compliance with Laws: Permits – In the performance of the Work, BCA shall comply with all applicable laws, codes, ordinances, regulations, property restrictions and orders of public authorities. Contractor shall secure and pay for all fees related to, all required permits, licenses and inspections necessary for proper execution and completion of the Project. During the entirety of this project, BCA shall procure and retain a City of Paducah Business License.

Agenda Action Form

Paducah City Commission

Meeting Date: August 25, 2026

Short Title: Approve FY2027 Contract For Services with Paducah Transit Authority in the amount of \$215,000 - **D. JORDAN**

Category: Municipal Order

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

Background Information: The FY2027 Budget was approved on June 9, 2026, by Ordinance No. 2026-06-8879. The Budget included payment to Paducah Transit Authority in the amount of \$215,000. The Board of Commissioners is now desirous of entering into a contract with Paducah Transit Authority for FY2027 services in the amount of \$215,000, payable in four quarterly installments of \$53,750.

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

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

Communications Plan:

Funds Available: Account Name: General Fund

Account Number: 1000 0106 580080

Staff Recommendation: Approve FY2027 Contract For Services with Paducah Transit Authority in the amount of \$215,000. **D. JORDAN**

Attachments:

1. MO - contract-PATS FY2027
2. PATS - FY2027 Contract

MUNICIPAL ORDER NO. _____

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

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a contract with Paducah Area Transit System in the amount of \$215,000.00, to be paid in equal quarterly allocations of \$53,750.00, for public transportation services for the Paducah/McCracken County area. This contract shall expire June 30, 2027.

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 25, 2026
Recorded by Claudia S. Meeks, City Clerk, August 25, 2026
\\mo\contract-PATS FY2027

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of _____, 2026, by and between the **CITY OF PADUCAH** ("City") and **PADUCAH TRANSIT AUTHORITY**, ("PTA").

WITNESSETH:

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

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

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

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

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract until June 30, 2027.

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

SECTION 3: OPERATIONS PAYMENT In consideration of the administrative costs including compensation for personnel who carry out the objectives and services of PTA for services described herein, the City shall, upon receipt of an invoice, pay PTA Two Hundred Fifteen Thousand Dollars (\$215,000) to be paid in equal quarterly allocations of \$53,750 each, with the first being due and payable no later than September 30, 2026.

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

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

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

SECTION 5: ACCOUNTING

- (A) PTA shall conduct all accounting, payroll, financial management, and shall make regular reports of PTA expenditures to ensure such expenditures are proper.
- (B) City shall have the right to inspect the operations of PTA, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (C) PTA shall supply an annual financial audit to the City on or before October 31, 2026.

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

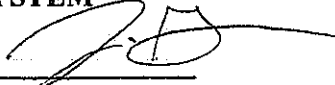
SECTION 7: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to PTA are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any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

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

CITY OF PADUCAH

By _____
GEORGE BRAY, Mayor

PADUCAH AREA TRANSIT SYSTEM

By Jeremi Bumpas 
Title Executive Director

Agenda Action Form

Paducah City Commission

Meeting Date: August 25, 2026

Short Title: Authorize the Mayor to execute a contract with Insight Public Sector not to exceed \$108,000 for Microsoft licensing on NASPO contract - **E. STUBER**

Category: Municipal Order

Staff Work
By: Eric Stuber
Presentation
By: Eric Stuber

Background Information: We are currently licensed under a NASPO contract with Carahsoft for Microsoft 365, which includes: Teams, SharePoint, OneDrive, Word, Excel, PowerPoint, and other Microsoft applications. Carahsoft does not have access to this license vehicle any longer. The State of Kentucky uses Insight Public Sector for this now. This contract would move us to KY NASPO contract 060025, Master Agreement 758 2300000427.

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: Technology Computer Software

Account Number: 10000501-542110

Staff Recommendation: Authorize the Mayor to execute a contract with Insight Public Sector in the amount of \$98,712.73 for Microsoft licensing on NASPO contract

Attachments:

1. MO Microsoft Licensing NASPO 2026
2. AACOP08132026

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF MICROSOFT LICENSING FROM INSIGHT PUBLIC SECTOR IN THE AMOUNT NOT TO EXCEED \$108,000 THROUGH THE KENTUCKY NASPO COOPERATIVE PURCHASING CONTRACT, AND AUTHORIZING THE FINANCE DIRECTOR TO EXPEND FUNDS FOR SAID PURCHASE

WHEREAS, the City of Paducah desires to purchase Microsoft licensing from Insight Public Sector through Kentucky NASPO Contract No. 060025, Master Agreement No. 758 2300000427; and

WHEREAS, this purchase is being made through a cooperative purchasing agreement with the Commonwealth of Kentucky pursuant to KRS 45A.300, and therefore no formal competitive bidding by the City of Paducah is required.

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

SECTION 1. The City of Paducah hereby authorizes the purchase of Microsoft licensing from Insight Public Sector in an amount not to exceed \$108,000 through Kentucky NASPO Contract No. 060025, Master Agreement No. 758 2300000427.

SECTION 2. The Finance Director is hereby authorized to expend funds in the amount not to exceed \$108,000 for the purchase authorized in Section 1 above. Said expenditure shall be charged to the Technology Computer Software Account, Account No. 10000501-542110.

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, _____
Recorded by Lindsay Parish, City Clerk, _____
MO\Microsoft Licensing NASPO 2026

Disclaimer

The data provided in this PDF is for informational purposes only. Final pricing will be displayed in the cart upon checkout. Pricing is refreshed on the first of every month and promotions can change at any time. If you have questions upon your pricing during your checkout, please contact Insight before placing your order.

B2B Unit ID:	10326195	Customer name:	City of Paducah
Date created:	Aug 13, 2026		
Your cart 4 items		Microsoft 4 items	

Item		Unit price	Qty	Total
	Enterprise Mobility + Security G3 (Governmental Community Cloud Pricing)		70	USD \$8,341.20
	Insight # CFQ7TTC0LFJ2000QY1	USD \$119.16		
	Segment: Government Community Cloud	Terms: Annual	Frequency: Annual	
	Exchange Online (Plan 1) (Governmental Community Cloud Pricing)		70	USD \$3,117.80
	Insight # CFQ7TTC0LH16000TY1	USD \$44.54		
	Segment: Government Community Cloud	Terms: Annual	Frequency: Annual	
	Office 365 Extra File Storage (Governmental Community Cloud Pricing)		4096	USD \$9,134.08
	Insight # CFQ7TTC0LHS9000JY1	USD \$2.23		
	Segment: Government Community Cloud	Terms: Annual	Frequency: Annual	
	Office 365 G3 (Governmental Community Cloud Pricing)		305	USD \$78,119.65
	Insight # CFQ7TTC0J1Z40003Y1	USD \$256.13		
	Segment: Government Community Cloud	Terms: Annual	Frequency: Annual	

Subtotal	USD \$98,712.73
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Total	USD \$98,712.73
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Excludes any applicable taxes

 Promotional pricing is subject to change without notice.

Agenda Action Form

Paducah City Commission

Meeting Date: August 25, 2026

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

Category: Municipal Order

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

Background Information: The Kentucky Division of Waste Management (DWM) provides funds across the Commonwealth to local jurisdictions for litter abatement. The litter abatement award amount is based on a street mileage formula with Paducah having 224 miles of city streets. In previous years, DMW has awarded the Public Works Department an average of \$15,000 for the Street Litter Abatement Program. The City uses Litter Abatement funding for litter/trash pick-up along roadways and within the parks. This grant also funds street sweeping activities, personnel costs, and disposable costs. The Public Works Department proposes an application to KY Division of Waste Management for the 2027 Litter Abatement Award. The grant amount will be based on the formula using the total number of street miles within the City and the number of applicants this year. This award requires no local cash or in-kind match.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

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

Attachments:

1. MO - application & award-2027 Litter Abatement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
2027 KENTUCKY LITTER ABATEMENT GRANT APPLICATION
THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR
THE PUBLIC WORKS DEPARTMENT'S STREET LITTER ABATEMENT
PROGRAM, ACCEPTING ALL AWARDED GRANT FUNDS, AND
AUTHORIZING THE MAYOR TO EXECUTE ALL AWARD DOCUMENTS

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute a 2027 Kentucky Litter Abatement Program grant application through the Kentucky Division of Waste Management for the Public Works Department's Street Litter Abatement program. The grant amount will be based on a formula using the total number of street miles within the City and number of applicants.

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, Clerk

Adopted by the Board of Commissioners, August 25, 2026
Recorded by Lindsay Parish, August 25, 2026
MO\grants\application & award-2027 Litter Abatement

Agenda Action Form

Paducah City Commission

Meeting Date: August 25, 2026

Short Title: Purchase of Five (5) Police Pursuit Rated SUV's for use by the Paducah Police Department - C. YARBER

Category: Municipal Order

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

Background Information: On July 23, 2026, sealed written bids were opened for the purchase of Five (5) Police Pursuit Rates SUV's to be used by the Paducah Police Department. One bid was received. Linwood Motors was the responsive and responsible bidder in accordance with the specifications, with four (4) Patrol SUV's at \$57,166.00 each, and one (1) Detective SUV at \$52,745.00 each, for a total price of \$281,409.00. In addition, Linwood Motors agreed to allow the City to purchase up to two (2) additional police SUV's in accordance with the specifications at the unit bid price listed above, in the event the City may need to purchase additional police SUV's prior to June 30, 2027, due to loss of a SUV. The delivery time will be 180 days after contract execution.

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

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

Communications Plan:

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

Account Number: 71000210 540050

Staff Recommendation: To receive and file the bid and adopt a Municipal Order authorizing the Mayor to execute an agreement with Linwood Motors for the purchase of Five (5) Police Pursuit Rated SUV's for use by the Police Department in accordance with the specifications in the total amount of \$281,409.00 with the option of additional purchase if needed.

Attachments:

1. MO - police SUV's 8-2026
2. 00020 - Invitation to Bid
3. Bid Tab - Five (5) Police Pursuit - Police
4. 0050 - Proposed Agreement
5. Spec Pick Up list
6. LINWOOD MOTORS - BID 7-23-26

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF LINWOOD MOTORS FOR SALE TO THE CITY OF PADUCAH FOUR (4) PATROL SUVs IN THE AMOUNT OF \$57,166 EACH AND ONE DETECTIVE SUV IN THE AMOUNT OF \$52,745, FOR A TOTAL AMOUNT OF \$281,409, FOR USE BY THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Linwood Motors for four (4) Patrol SUVs at \$57,166 each and one (1) Detective SUV in the amount of \$52,745, for a total price of \$281,409, for use by the Paducah Police Department, said bid being in substantial compliance with bid specifications, and as contained in the bid of Linwood Motors of July 23, 2026.

SECTION 2. The Mayor is hereby authorized to execute a contract with Linwood Motors for the purchase of a total of five (5) Police SUV's, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid. In addition, Linwood Motors agrees to allow the City to purchase up to two (2) additional police SUVs at the unit bid price, in the event the City may need to purchase additional police SUVs prior to June 30, 2027.

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 25, 2026
Recorded by Lindsay Parish, City Clerk, August 25, 2026
MO\police SUV's 8-2026

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **FIVE (5) POLICE PURSUIT RATED SUV'S** for use by the **PADUCAH POLICE DEPARTMENT** on **Thursday, July 23, 2026** at 1:00 P.M. CST. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky.

OBTAINING CONTRACT DOCUMENTS

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

BID EVALUATION - AWARD OF CONTRACT

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

PREFERENCE TO KENTUCKY BIDDERS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

DRUG FREE WORKPLACE

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

OWNER'S RIGHTS RESERVED:

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

CITY OF PADUCAH, KENTUCKY

PUBLIC WORKS DEPARTMENT

Five (5) Police Pursuit Rated SUV's - Police

LOWEST EVALUATED BID

BID OPENING: 1:00 p.m. CST on Thursday, July 23, 2026

OFFICIAL BIDDER OF RECORD Contact: Mailing Address:	Linwood Motors Jake Brenningmeyer 3345 Park Ave Paducah, KY 42001
Five (5) Police Pursuit Rated SUV's	4 @ 57,166 1 @ 52,745
TOTAL	\$281,409.00
Delivery Time	3-6 Months
Manufacturer:	Dodge

DOCUMENTS REQUIRED FOR COMPLIANCE SUBMITTED:

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

Responsive & Responsible Bidder:	Yes
Evaluation Score:	100.00
BID RECOMMENDED FOR ACCEPTANCE	Yes

CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT

AGREEMENT TO PURCHASE FIVE (5) POLICE PURSUIT RATED SUV's

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

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **FIVE (5) POLICE PURSUIT RATED SUV's** to be used by the Police Department in full compliance with the Bid Proposal Dated July 23, 2026, and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

ARTICLE 3. THE CONTRACT SUM

The Owner agrees to pay the Vendor the following, subject to additions and deductions provided therein: **Two Hundred Eighty One Thousand, Four Hundred and Nine Dollars (\$281,409.00)** as quoted in the aforementioned Vendor's Bid Proposal and as approved by the Board of Commissioners on _____ by Municipal Order # _____.

ARTICLE 4. PAYMENTS

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

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY [Signature]
TITLE Sales Mgr

ADDRESS:
3345 Park Ave.
Paducah, KY 42001

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

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

PUBLIC WORKS DEPARTMENT

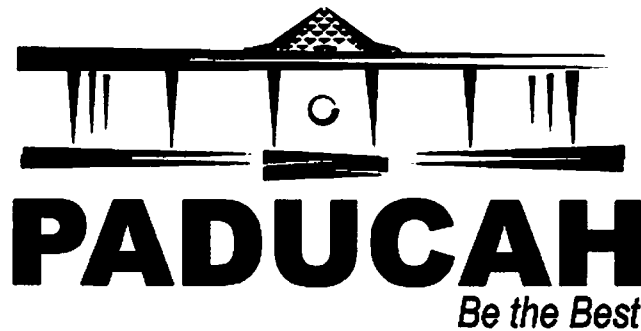
Five (5) Police Pursuit Rated SUV's

BID OPENING: Thursday, July 23, 2026, 1:00 p.m., CST

No.	Official Bidder - Company/Business Name	Name of Person Picking up Specs/Plans	Mailing Address	Business Phone Number	Fax Number	E-Mail Address
1	Prime Vendor	Kim Jones	4622 Cedar Ave Wilmington, NC 28403	910-805-9630	910-726-1973	Prime Vendor 123@gmail.com Via email 7/1/26 @ 7:42am
2	Linwood	Jake Brenningmeyer	3476 Park Ave Paducah, KY 42001	270-444-6901		jakebrenningmeyer@gmail.com Via email 7/1/26 @ 6:37am
3						
4						
5						
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CITY OF PADUCAH

PUBLIC WORKS DEPARTMENT REQUEST FOR BIDS



SPECIFICATIONS FOR THE PURCHASE OF FIVE (5) POLICE PURSUIT RATED SUV'S

**FOR USE BY
PADUCAH POLICE DEPARTMENT**

JULY 2026

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FIVE (5) POLICE PURSUIT RATED SUV'S
for use by the
PADUCAH POLICE DEPARTMENT

CONTRACT DOCUMENTS

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

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

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the purchase of **FIVE (5) POLICE PURSUIT RATED SUV'S** for use by the **PADUCAH POLICE DEPARTMENT** on **Thursday, July 23, 2026** at 1:00 P.M. CST. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky.

OBTAINING CONTRACT DOCUMENTS

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

BID EVALUATION - AWARD OF CONTRACT

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

PREFERENCE TO KENTUCKY BIDDERS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

DRUG FREE WORKPLACE

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

OWNER'S RIGHTS RESERVED:

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

INFORMATION FOR BIDDERS

BIDS

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

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

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

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

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

BIDDER OF RECORD

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

INTERPRETATIONS

Any Bidder having questions regarding any portion of the specifications, or may be in doubt as to the true meaning of any part of the specifications, or finds discrepancies in or omissions from any part of the specifications, can submit a **WRITTEN** request via **EMAIL** for interpretation no later than 12:00 noon CST on **Thursday, July 16, 2026**, to the Attention of:

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

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

BIDDER'S QUALIFICATIONS

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

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

CERTIFICATIONS

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

CONFLICTS, GRATUITIES AND KICKBACKS

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

BID PRICES - UNIT PRICES

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

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

UNIT PRICES

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

COMPLIANCE WITH SPECIFICATIONS

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

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

EXCEPTIONS AND/OR VARIATIONS

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

DELIVERY

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

MANUFACTURE SPECIFICATIONS AND WARRANTIES

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

SERVICE CAPABILITIES

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

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

EXAMINATION OF SPECIFICATIONS

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

OPENING OF BIDS

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

WITHDRAWAL OF BIDS

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

BID EVALUATION - AWARD OF CONTRACT

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

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

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

PREFERENCE TO LOCAL MATERIALS AND LABOR

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

PREFERENCE TO KENTUCKY BIDDERS

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

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

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

EXECUTION OF AGREEMENT

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

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

LICENSE REQUIREMENT

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

PERMITS, CERTIFICATES, LAWS, ORDINANCES AND CODES

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

EQUAL EMPLOYMENT OPPORTUNITY

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

DRUG FREE WORKPLACE

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

HEALTH AND SAFETY STANDARDS IN CONSTRUCTION CONTRACTS

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

REQUESTS FOR PAYMENT

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

REJECTION OF BIDS

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

OWNER'S RIGHTS RESERVED

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

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

**BID PROPOSAL for Five (5) POLICE
PURSUIT RATED SUV'S
for use by the
PADUCAH POLICE DEPARTMENT**

Proposal of LZP#0000 McGraw

(hereinafter called Bidder), organized and existing under the laws of KY

(state) and doing business as LZP#0000 CATN*, as

applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)

**Insert "A Corporation", A Partnership" or "An Individual"*

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, material, equipment, tools and services necessary for the purchase and delivery of **Five (5) Police Pursuit Rated SUV's** for use by the **Paducah Police Department** in accordance with the specifications and other contract documents prepared by the Public Works Department, at the prices stated below.

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

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

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

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

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

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

ADDENDUM

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

Addendum No(s) _____ Dated _____

BID PROPOSAL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Police Vehicles in accordance with the Specifications	4 1	Each	\$ <u>57,166</u> \$ <u>52,745</u>	\$ <u>281,409</u>
2	In the event the City may need to purchase additional vehicles prior to June 30, 2027, will the Bidder allow the purchase of Two Additional Police Vehicles in accordance with the Specifications at the Proposed Unit Price provided herein?			YES <u>✓</u>	NO <u> </u>

Proposed Body Manufacturer, Model and Year: 24/27 Durango Police 2027 AND

Proposed Delivery Time (days): 3- 6 months

Location of the full service maintenance facility: 3345 Park Ave

GRADING CRITERIA

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

ATTACHEMENTS TO THE BID PROPOSAL REQUIRED:

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

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

PREFERENCE TO KENTUCKY BIDDERS

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

Bidder is a resident of the following state: KY

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

BID DOCUMENTS:

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

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

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: LINDA M. STON

BY: JACK KENNEDY DATE: 7/20/26

TITLE: SALES MGR

ADDRESS: 3345 PARK AVE

PADUCAH, KY 42001

PHONE: 444-6801 FAX: 444-2941

CELL PHONE: 984-2327 E-MAIL: JACKKENNEDY@GMAZL.COM

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 20-4850057

KENTUCKY TAXPAYER IDENTIFICATION NUMBER: 264242

CITY OF PADUCAH BUSINESS LICENSE NUMBER: 13286

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

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

1. **NON-COLLUSION**

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

2. **WORKERS' COMPENSATION AFFIDAVIT**

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

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

3. **CAMPAIGN FINANCE LAWS**

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

4. **KRS 45A.343**

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

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

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

5. **KY DEPT OF REVENUE**

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

6. **TAXES AND FEES**

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

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

Signature: Jessica Susanne Kommer
Printed Name: Jessica Susanne Kommer
Title: Title Clerk
Company: Linwood Motors
Date: 7-20-26

STATE OF KY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged before me this 20 day of July, 2026, by Jessica Susanne Kommer, Title Clerk (title) of Linwood Motors (Name of Company).

My commission expires: 01-16-29.

Jessica Susanne Kommer
Notary Public, State at Large

SEAL



EVALUATION FORM

VEHICLE: FIVE (5) POLICE PURSUIT RATED SUV'S

BIDDER: _____

DATE: _____

Grading Criteria Formula:

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

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

Rating x Weighted Percent = Criterion Score

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

GRADING CRITERIA

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

BIDDER'S OVERALL TOTAL SCORE _____

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

AGREEMENT TO PURCHASE FIVE (5) POLICE PURSUIT RATED SUV's

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

ARTICLE 1. SCOPE OF WORK

The Vendor shall provide **FIVE (5) POLICE PURSUIT RATED SUV's** to be used by the **Police Department** in full compliance with the Bid Proposal Dated July 23, 2026 and with this Agreement, the Specifications and any Addendum(s) issued.

ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

ARTICLE 3. THE CONTRACT SUM

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

ARTICLE 4. PAYMENTS

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

ARTICLE 5. GOVERNING LAW

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

ARTICLE 6. THE CONTRACT DOCUMENTS

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

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

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

NOTICE OF AWARD

TO: VENDOR

VEHICLE: FIVE (5) POLICE PURSUIT RATED SUV'S

After consideration of all bids received for the above referenced **FIVE (5) POLICE PURSUIT RATED SUV's**, for use by the **Paducah Police Department**, you are hereby notified that your Bid dated **July 23, 2026**, has been accepted as the responsive bid with the lowest {evaluated} bid price in accordance with the specifications. This Award is contingent upon final approval of the City of Paducah Board of Commissioners.

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

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

OWNER
CITY OF PADUCAH, KY

By: _____
Public Works Director

Date: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE is hereby acknowledged by: _____

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

By _____

Title _____

NOTICE TO PROCEED

TO: **VENDOR**

VEHICLES: **FIVE (5) POLICE PURSUIT RATED SUV'S**

You are hereby notified to commence the necessary work in order to deliver the above mentioned **FIVE (5) POLICE PURSUIT RATED SUV'S** for use by the **Paducah Police Department** in full accordance with the Agreement dated _____, the Specifications any Addendums issued on or before _____, and you are to deliver the Vehicles within _____ (xx) consecutive calendar days thereafter. Therefore, the required date of delivery of the **FIVE (5) POLICE PURSUIT RATED SUV'S** is _____. The contract completion date shall be adjusted for all documented shut down periods and approved extensions as outlined in the specifications.

OWNER
CITY OF PADUCAH, KY

By: _____
Public Works Director

Date: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE is hereby acknowledged by: _____

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

By _____

Title _____

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

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

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

ADDITIONS	\$ _____
DEDUCTIONS	\$ _____

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

APPROVALS REQUIRED:

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

INSURANCE AND LEGAL RESPONSIBILITY

INSURANCE

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

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

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

INDEMNIFICATION

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

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

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

ACCIDENT PREVENTION

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

PERMITS, CERTIFICATES, LAWS, ORDINANCES, AND CODES

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

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

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

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

SUBMITTED BY: LENNO M. JONES (Bidder)

Five (5) New 2026 or newer Police Pursuit Rated SUV with Factory Police Package

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

SPECIFICATIONS PAGE 2

Five (5) Vehicles to be Equipped with the following:

	<u>YES</u>	<u>NO</u>
1. Wig-Wag Headlamps or LED's Mounted in Headlamp to Simulate Wig-Wag	☒	☐
2. All factory rear lights to flash with emergency lighting	☒	☐
3. 100 Watt Siren Speaker Mounted Behind Grille	☒	☐
4. Whelen Siren Model C399 with CCTL6 control head mounted in Console with switch operation as followed: Setting 1: rear visor and all rear factory lights to flash Setting 2: all lights from setting 1, front visor, rocker panel lights, and factory daytime running lights that surround headlights to flash Setting 3: all lights from setting 1 & 2, and take down lights on front visor to flash **hands free siren enabled for horn function**	☒	☐
5. In-Car Radio Installed in console with antenna mounted on Roof rear. (Radio to be provided by the City of Paducah).	☒	☐
6. 12V Power & Ground Wiring with (3) 12V Accessory Outlets Mounted in Console	☒	☐
7. Charge Guard Auto Shutoff Timer with All Upfitter Installed Equipment Powered by Charge Guard	☒	☐
8. Whelen Edge (Front)-XLP2-piece LED with Takedowns mounted top interior windshield, Red on Driver side and Blue on Passenger side (IX34UFZRRRTTBBB)	☒	☐
9. Whelen Edge (Rear)-RTX Series Rear Facing Super-LED with Traffic Advisor mounted top interior rear lift gate glass, Red on Driver side and Blue on Passenger Side (ISTRAY8RRRRBBBB)	☒	☐

Four (4) Vehicles to be Equipped with the following extras for Patrol

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

SPECIFICATIONS PAGE 3

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

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

2026 DODGE DURANGO PURSUIT



SELECT FEATURES

8-speed Automatic Transmission with Instrument Panel-Mounted Shift Lever
 255/60R18BSW On/Off-Road Tires – V-speed rating
 All-Wheel Drive (AWD) System – Single-speed (two-speed standard on V8)
 Alternator – 220-amp, heavy-duty
 Auxiliary Power Outlet – 12-volt
 Battery – 650-amp (Standard), 800-amp (Standard with 5.7L HEMI® V8)
 Brakes – Antilock four-wheel disc, heavy-duty BR9 brake system
 Engine Hour Meter/Engine Idle Hour Meters
 Glass – Deep-tint sunscreen on rear doors, quarter panels and rear liftgate
 Headliner with Two Red/White LED Dome Lamps
 Heavy-Duty Engine Cooling Package
 Mini Center Floor Console, Police
 Push/Push Fuel-Filler Door
 Rear Load-Leveling Suspension
 Speed Control
 Steel Wheels with Chrome Center Caps
 Tri-Zone Air Conditioning with Air Filtration
 Vehicle System Interface Module (VSIM)
 Vinyl Floor Covering

SAFETY & SECURITY

Active Head RestraintsSM
 Air BagsSM – Advanced multistage driver's and front-passenger, advanced side-curtain and supplemental front-seat side
 Four-Wheel Disc Antilock Brake System with Electronic Brake-Force Distribution
 ParkView[®] Rear Back-Up CameraSM with ParkSense[®] Rear Park AssistSM
 Rain Brake Support
 Ready Alert Braking
 Trailer Sway ControlSM

ENGINES	HORSEPOWER ¹⁰	TORQUE ¹⁰
3.6L Pentastar [®] V6 AWD	293 hp @ 6,400 rpm	260 lb-ft @ 4,000 rpm
5.7L HEMI V8 AWD	360 hp @ 5,150 rpm	390 lb-ft @ 4,250 rpm

FUEL ECONOMY ¹⁰	City/Hwy
– 3.6L Pentastar V6 AWD	17/24
– 5.7L HEMI V8 AWD	14/22

EXTERIOR DIMENSIONS¹¹

Wheelbase	119.8
Overall Length	200.8
Overall Width	85.5
Overall Height	72.9
Running Ground Clearance	8.1
Approach Angle	20
Departure Angle	21.5
Breakover Angle	18.1
Front Track	63.9
Rear Track	64.1
Base Curb Weights (lb) – 3.6L Pentastar V6 AWD	4,929
– 5.7L HEMI V8 AWD	5,214

TOWING¹¹

Tow Class (max)	III
Maximum Towing (lb) – 3.6L Pentastar V6 AWD	6,200
– 5.7L HEMI V8 AWD	7,200

INTERIOR DIMENSIONS¹²

First Row	
– Headroom	39.9
– Legroom	40.3
– Shoulder room	58.5
– Hip room	57
Second Row	
– Headroom	39.8
– Legroom	38.6
– Shoulder room	57.7
– Hip room	55.5
Cargo Volume (cu ft) – Behind second-row seats	43.3
– Behind front-row seats with rear seats folded	85.1
Seating Capacity (max occupants)	5
Fuel Tank Capacity (gal)	24.6

2026 DODGE DURANGO PURSUIT

EXTERIOR PAINT COLORS



*Late availability.

STANDARD FEATURES AND OPTIONS

CPOS

ENGINES / TRANSMISSION

3.6L Pentastar® V6 with Engine Stop/Start (ESS) Technology and 8-speed Automatic (ERC)
5.7L HEMI® V8 with 8-speed Automatic (EZH)

MECHANICAL FEATURES

All-Wheel Drive (AWD) Systems – Single-speed, full-time AWD; Includes MP 3010 transfer case (DH7)
– Two-speed, active on-demand AWD (packaged with 5.7L HEMI V8) (DKA)
Alternator – Heavy-duty 220-amp (BAJ)
Battery – 650-amp (packaged with 3.6L Pentastar V6 and ESS technology) (BCZ)
– 800-amp (packaged with 5.7L HEMI V8) (BCF)
Brakes – Police Antilock Brake System four-wheel heavy-duty disc (BR9)
Engine Cooling – Upgraded heavy-duty (NMC)
Exhaust System – Single rear exhaust on right side
– Dual rear exhaust with Bright tips (packaged with 5.7L HEMI V8) (NEX)
Fuel Tank – 24.6-gallon with push-push fuel-filler door (NF4)
Instrument-Panel-Mounted Stalk Shifter (XE2)
Suspension – Rear load-leveling (SES)
– Police-tuned (SOB)
Wiring Prep – Exterior spot lamp (LNQ)

EXTERIOR FEATURES

255/60R18BSW On-/Off-Road Tires – V-speed rating (TXQ)
Doors – Driver's- and passenger-side ballistic panel (XDG/XDV)
Fascias – Accent-color lower, Body-color upper (MLX/MBP)
Grille – Gloss Black with Granite liner (MAK)

Pursuit

26Z/22Z

STANDARD FEATURES AND OPTIONS

CPOS

EXTERIOR FEATURES (CONTINUED)

License Plate Bow – Chrome, with Dodge logo, license plate lamps and lock button (MDA)
Liftgate Spoiler – Body-color; Includes Center High-Mounted Stop Lamp (CHMSL)
Lighting – LED daytime running headlamps (LMZ)
– Automatic headlamps (on/off) actuate when ambient light is at low levels; Includes headlamps-on-with-wipers feature (LMG)
– LED low/high-beam headlamps (LM6)
– Black headlamp bezels (MFA)
– Spot lamp wiring prep (LNQ)
Mirrors – Power, manual, foldaway with heating element (GYS)
Sill Moldings – Accent-color with Bright insert (MRF)
Wheels – 18-inch Technical Gray (WPI)
– 18-inch Black steel (WBN)
Wheel Lip Moldings – Accent-color (MRD)
Wiper System – Front, variable/intermittent with 1-gallon fluid capacity (JHA)
– Rear, with fixed intermittent and continuous speeds, with washer (JHB)

INTERIOR FEATURES

7-inch Thin Film Transistor (TFT) Reconfigurable Digital Gauge Cluster – Includes custom-programmable features (JAU)
Air Conditioning – Tri-Zone automatic temperature control; Includes infrared sensors and rear-seat outlets (HAH)
Dodge Air Filtration System (JMA)
Cargo Area – Carpeted, with storage tray and cargo tie-down loops in floor, driver's-side storage bin and 12-volt auxiliary power outlet (CKT/CLG/CKN/JJM/LBC)
Consoles – Overhead front with two LED map lamps and dome lamp with Red and White lighting (CUN)
– Full-length front floor with two illuminated cup holders and two-tier armrest storage (CUF)
Floor – Vinyl covering, Black (CKJ)

Pursuit

26Z/22Z

* = Standard, O = Optional, P = Available with Package noted, F = Fleet only.

2026 DODGE DURANGO PURSUIT

STANDARD FEATURES AND OPTIONS CPOS

INTERIOR FEATURES (CONTINUED)

Lighting – Glove box lamp; front fixed LED map lamps; second-row directional LED map lamps; courtesy door lamps; overhead console; rear-passenger overhead reading/courtesy lamps; cargo compartment lamp; Sapphire Blue interior switch lighting; and Sapphire Blue ambient LED lighting for the front door, inside handles and map pockets

Mini Police Console (CZX)

Power Outlets – Two 12-volt, located on the instrument panel and in the rear cargo compartment (JKB/JJM)

Rear Air Conditioning with Headliner Vents and Rear-Seat Controls (HBB)

Rearview Mirror – Day/night (GNK)

Seating – Five-passenger configuration only (CYD)

Seats – Bucket with Carolina mesh/shift cloth in Black (*CS)

– Cloth bucket with rear vinyl (*A7)

– Power-adjust eight-way driver's and manual-adjust passenger (JPR)

– Power four-way driver's lumbar-adjust (JPU)

– Front-passenger fold-flat (CDW)

Seats, Second-Row – 60/40-split Fold-and-Tumble, with head restraintsTM for the outboard seating positions (CFH)

Steering Wheel – Premium-wrapped, with audio and speed controls (RDZ)

– Tilt/telescoping steering column (SUD)

UCONNECT[®] MULTIMEDIA

Media Hub – Includes two USB ports and an auxiliary jack (RSF)

Speakers – Six (two instrument-panel-mounted 2.5-inch tweeters, two front-door 6- x 9-inch full-range speakers and two rear-door 6.5-inch full-range speakers) (RCG)

Uconnect S NAV with 10.1-inch Display – Includes Android Auto[™], Apple CarPlay[™] compatibility and Integrated Voice Command (UBN)

Pursuit
2BZ/22Z

STANDARD FEATURES AND OPTIONS CPOS

SAFETY & SECURITY

Air BagsTM – Advanced multistage and driver's and front-passenger; inflate with a force appropriate to the severity of the frontal or near-frontal impact (CG3)

– Advanced side-curtains provide additional protection to front and rear outboard occupants in the event of a rollover (CJ5)

– Advanced supplemental front-seat-side provide additional protection in the event of a side-impact collision (CGS)

– Driver's-side inflatable knee bolster (CGY)

Blind Spot Monitoring (BSM)TM and Rear Cross-Path Detection System[™] (XAN)

Electronic Stability Control (ESC)TM – Includes Vehicle Stability Management System, Electronic Roll Mitigation, All-Speed Traction Control, Brake Assist[™] and four-channel Antilock Brake System (ABS) (BVB)

Hill Start Assist – Prevents vehicle from rolling back for two seconds when starting on an incline (BNG)

Keyless Enter 'n Go[™] – Push-button ignition system with proximity entry; driver can leave the key fob in pocket or purse; the doors are unlocked by touching the exterior door handle, and the vehicle will start with the push of a button on the instrument panel when the brake pedal is depressed (GX4)

ParkView[®] Rear Back-Up Camera[™] – Includes ParkSense[®] Rear Park Assist[™] (XAC/XH3)

Ready Alert Braking – Anticipates situations when the driver may initiate an emergency stop and uses the ESC[™] pump to set the brake pads against the rotors, decreasing the time required for full brake application (BHD)

Sentry Key[®] Antitheft Engine Immobilizer – Electronic transponder in key determines if valid key is being used to start the vehicle (GXX)

Trailer Sway Control[™] – Works in tandem with ESC[™] to help improve handling in adverse towing conditions caused by crosswinds and traffic (BNT)

EQUIPMENT GROUPS

Skid Plate Group – Includes skid plates for the fuel tank, transfer case, front suspension and front tow hooks (ADL)

Technology Group – Includes Advanced Brake Assist[™] (BGS), rain-sensitive windshield wipers (JHC), LaneSense[®] Lane Departure Warning Plus[™] (LAS), Full-Speed Forward Collision Warning Plus[™] (LSU) and Adaptive Cruise Control[™] (ACC) with Stop[™] (NH3)

Pursuit
2BZ/22Z

* = Standard. O = Optional. P = Available with Package noted. F = Fleet only.



Stellantis | 1-800-999-FLTEET (3533)

Stellantis is a global company with a diverse portfolio of brands and products. We are committed to providing our customers with the highest quality vehicles and services. Our brands include Jeep, Fiat, and Ram. We are also committed to environmental sustainability and social responsibility. We are a global company with a diverse portfolio of brands and products. We are committed to providing our customers with the highest quality vehicles and services. Our brands include Jeep, Fiat, and Ram. We are also committed to environmental sustainability and social responsibility.

FLEET & BUSINESS SOLUTIONS



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

THIS LIMITED WARRANTY IS PROVIDED TO OWNERS of a 2016 through 2026 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

YOUR LEGAL RIGHTS UNDER THIS LIMITED WARRANTY

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

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

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

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

Incidental and Consequential Damages Not Covered

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

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

Persons to Whom the Limited Warranty is Offered

This Limited Warranty is provided to owners of a 2016 through 2026 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

What This Limited Warranty Extension Covers

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

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

Parts Covered

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

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

Transmission: Transmission Case and all Internal Parts; Torque Converter; Drive/Flex Plate; Transmission Range Switch; Speed Sensors; Pressure Sensors; Transmission Control Module; Bell Housing; Oil Pan; Seals and Gaskets for listed components only.
NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

Front Wheel Drive: Transaxle Case and all Internal Parts; Axle Shaft Assemblies; Constant Velocity Joints and Boots; Differential Cover; Oil Pan; Transaxle Speed Sensors; Transaxle Solenoid Assembly; PRNDL Position Switch; Transaxle Electronic Controller; Torque Converter; Seals and Gaskets for listed components only.
NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

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

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

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

HOW TO GET WARRANTY SERVICE

Where to Take Your Vehicle

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

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

WHAT IS NOT COVERED UNDER THIS FCA US LLC LIMITED WARRANTY

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

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

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

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

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

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

Environmental Factors Not Covered

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

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

Maintenance Costs Not Covered

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

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

Racing Not Covered

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

Certain Kinds of Corrosion Not Covered

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

Other Exclusions

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

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

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

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

Restricted Warranty

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

Registration and Operation Requirements

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

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

Other Terms of These Limited Warranties

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

General Information

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2026

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

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

PRODUCER
NavSav Tennessee
7675 Folsom Dr
Suite 300A
Beaumont TX 77706-7296

CONTACT NAME: Zach Hickson

PHONE (A/C No. Ext): 317-965-2152

FAX (A/C No.):

E-MAIL ADDRESS: Zach.hickson@navsav.com

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A: Continental Casualty Company

20443

INSURER B: The Continental Insurance Co.

35289

INSURER C: Columbia Insurance Group

40371

INSURER D:

INSURER E:

INSURER F:

INSURED
Linwood Hyundai, LLC
3345 Park Avenue
Paducah KY 42001

License#: PC-1654559
LINWCHR-01

COVERAGES

CERTIFICATE NUMBER: 455980078

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ GARAGE LIABILITY GENL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		AYA737206458	7/1/2016	7/1/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		AYA737206458	7/1/2016	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000		AYU7372064575	7/1/2016	7/1/2027	EACH OCCURRENCE \$5,000,000 AGGREGATE \$10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	GARAGEKEEPERS LIABILITY		AYN737206461	7/1/2016	7/1/2027	\$1,300,000

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

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

CERTIFICATE HOLDER

CANCELLATION

KENTUCKY MOTOR VEHICLE COMMISSION
105 SEA HERO ROAD
SUITE 1
FRANKFORT KY 40601

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

AUTHORIZED REPRESENTATIVE

Zachery Hickson

LINWOOD MOTORS
3345 PARK AVE
PADUCAH, KY 420014039

Configuration Preview

Date Printed: 2026-07-20 5:19 PM VIN:
Estimated Ship Date: VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 00KDA City of Paducah
FAN 2:
Client Code:
Bid Number: TB7066
PO Number:

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

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

Vehicle: 2027 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	46,085
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg 1 w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PCQ	Night Moves	595
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Inset	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	WP1	18X8.0 Painted Aluminum Wheels	430
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	142	Zone 42-Detroit	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB7066	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,995

Total Price: 49,105

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

PSI Month/Week:
Build Priority: 99

Instructions: USA

Detective Unit

42,445
+ 10,300

52,745

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

Rapid Response-1, LLC
1031 Washington St
Paducah, KY 42003 US
+12709331111
brad@rapidresponse-1.com

Estimate

ADDRESS

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

Durango

ESTIMATE

1252

DATE

07/20/2026

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	(1) Admin Durango			
NEW	Whelen Inner Edge Front	1	1,600.00	1,600.00
NEW	Whelen Inner Edge Rear	1	1,600.00	1,600.00
NEW	Whelen Speaker W/Durango Bracket	1	300.00	300.00
NEW	Whelen Siren/Light Controller	1	900.00	900.00
NEW	Whelen Strip Lite Plus	2	150.00	300.00
NEW	American Aluminum Vault	1	2,000.00	2,000.00
NEW	Gamber Johnson Console	1	1,700.00	1,700.00
NEW	Auto Timer	1	250.00	250.00
FREIGHT	Freight	1	300.00	300.00
4797 STOCK PARTS	Misc. Shop Materials	1	150.00	150.00
4795 LABOR SALES	Labor	1	1,200.00	1,200.00
SUBTOTAL				10,300.00
TAX				0.00
TOTAL				\$10,300.00

Accepted By

Accepted Date

LINWOOD MOTORS
3345 PARK AVE
PADUCAH, KY 420014039

Priced Order Confirmation (POC)

Date Printed: 2026-07-20 5:13 PM VIN: 1C4RDJFG3TC313276 Quantity: 01
Estimated Ship Date: VON: 63308738 Status: E - Framing
Date Ordered: 2026-04-30 12:03 PM Ordered By: S33385P FAN 1: 00KDA City of Paducah
FAN 2:
Client Code:
Bid Number: TB6066
PO Number:

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

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

Vehicle:

2026 DURANGO P JRSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	V/DEE75	DURANGO PURSUIT VEHICLE AV/D	44,879
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/E 3S	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	LNF	Black Left LED Spot Lamp	695
	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB6066	Government Incentives	0
Special Equipment:	99595A		0
Group Funds:	T26	ST.LOUIS OUTSTATE-DAA	0
	B26	ST.LOUIS OUTSTATE-PPA/EB-P	0
Destination Fees:			1,995

Total Price: 47,569

Order Type: Fleet
Scheduling Priority: 1-Sold Order

PSP Month/Week:
Bulk Priority: 01

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

Rapid Response-1, LLC
1031 Washington St
Paducah, KY 42003 US
+12709331111
brad@rapidresponse-1.com

Estimate

ADDRESS

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

Patrol Unit's

ESTIMATE #	DATE
1251	07/20/2026

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Up-fit (1) Durango Patrol Unit			
NEW	Whelen Front Inner Edge Red/Blue W/Take Downs	1	1,600.00	1,600.00
NEW	Whelen Rear Inner Edge Red/Blue	1	1,600.00	1,600.00
NEW	Whelen Tracer Red/Blue/White	2	1,200.00	2,400.00
NEW	Whelen Strip Lite Plus Red/Blue	4	150.00	600.00
NEW	Whelen Siren/Light Controller	1	900.00	900.00
NEW	Whelen Speaker W/ Durango Bracket	1	300.00	300.00
NEW	Setina Front Partition	1	1,300.00	1,300.00
NEW	Setina Rear Partition W/Replacement Rear Seat	1	1,700.00	1,700.00
NEW	Setina Dual Gun Lock and Partition Brackets	1	650.00	650.00
NEW	Setina Window Bars	1	325.00	325.00
NEW	Setina Door Panel	1	335.00	335.00
NEW	Gamber Johnson Console W/Printer Armrest	1	1,800.00	1,800.00
NEW	Charge Guard	1	250.00	250.00
4797 STOCK PARTS	Misc. Shop Materials	1	150.00	150.00
FREIGHT	Freight	1	400.00	400.00
4795 LABOR SALES	Labor	1	1,850.00	1,850.00
SUBTOTAL				16,160.00
TAX				0.00
TOTAL				\$16,160.00

Accepted By

Accepted Date

Agenda Action Form

Paducah City Commission

Meeting Date: August 25, 2026

Short Title: Approve FY2027 Contract For Services with GPEDC, INC. (Greater Paducah Economic Development Council) in the amount of \$250,000 - **D. JORDAN**

Category: Municipal Order

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

Background Information: The FY2027 Budget was approved on June 9, 2026, by Ordinance No. 2026-06-8879. The Budget included payment to GPEDC, Inc. (Greater Paducah Economic Development Council) in the amount of \$250,000. The Board of Commissioners is now desirous of entering into a contract with GPEDC for FY2027 services in the amount of \$250,000, payable in four quarterly installments of \$62,500.

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

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

Communications Plan:

Funds Available: Account Name: Investment Fund

Account Number: 2400 0401 580800

Staff Recommendation: Approve FY2027 Contract For Services with GPEDC, Inc. in the amount of \$250,000

Attachments:

1. MO - contract-GPEDC FY27
2. GPEDC - FY2027 Contract

MUNICIPAL ORDER NO. _____

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

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with
Greater Paducah Economic Development Council in the amount of \$250,000, to be paid in equal
quarterly allocations of \$62,500, for performance of services as outlined in said Contract. This
contract shall become effective July 1, 2026 and expire June 30, 2027.

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 25, 2026
Recorded by Lindsay Parish, City Clerk, August 25, 2026

\\mo\contract-GPEDC FY27

CONTRACT FOR SERVICES

This Contract for Services, effective this _____ day of August, 2026, by and between the **CITY OF PADUCAH** ("City") and **GPEDC, Inc.**, d/b/a GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL (GPEDC), a Kentucky not-for-profit corporation.

WITNESSETH:

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

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

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

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

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

SECTION 1: TERM The term of this contract for services shall be from the effective date of July 1, 2026 through June 30, 2027.

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

SECTION 3: OPERATIONS PAYMENT

- A. In consideration of the operating costs and debt service necessary to carry out the objectives and services of GPEDC for services described herein, the City shall pay GPEDC Two Hundred Fifty Thousand Dollars (\$250,000) to be paid in equal quarterly allocations of Sixty-Two Thousand Five Hundred Dollars \$62,500 each by the end of each quarter. A quarterly invoice will be provided by GPEDC prior to payment.
- B. The first quarterly payment shall be made by November 1, 2026, and subsequent payments shall be made by December 31, 2026, March 31, 2027 and June 30, 2027.
- C. In the event this Contract for Services is terminated, the City shall not be obligated to make any further quarterly allocation payments.

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

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

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

SECTION 6: ACCOUNTING

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

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

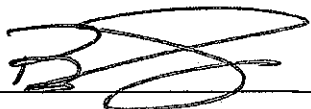
SECTION 8: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided GPEDC are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

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

CITY OF PADUCAH

By _____
GEORGE BRAY, Mayor

GREATER PADUCAH ECONOMIC DEVELOPMENT COUNCIL

By  _____

Title: BRUCE WILCOX, PRES-CEO

Agenda Action Form

Paducah City Commission

Meeting Date: August 25, 2026

Short Title: Approve FY2027 Contract For Services with Barkley Regional Airport Authority in the amount of \$120,000 - **D. JORDAN**

Category: Municipal Order

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

Background Information: The FY2027 Budget was approved on June 9, 2026, by Ordinance No. 2026-06-8879 The Budget included payment to the Barkley Regional Airport Authority in the amount of \$120,000. The Board of Commissioners is now desirous of entering into a contract with Barkley Regional Airport Authority for FY2027 services in the amount of \$120,000, payable in four quarterly installments of \$30,000 each.

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

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

Communications Plan:

Funds Available: Account Name: Investment Fund

Account Number: 2400 0401 580820

Staff Recommendation: Approve FY2027 Contract with Barkley Regional Airport Authority in the amount of \$120,000

Attachments:

1. MO - Contract - Barkley Regional Airport FY2027
2. Barkley Airport - FY2027 Contract

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH BARKLEY REGIONAL AIRPORT IN THE AMOUNT OF
\$120,000 FOR GENERAL AVIATION AND AIR CARRIER SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract
with Barkley Regional Airport in the amount of \$120,000 payable in quarterly
installments of \$30,000, for providing general aviation and air carrier services to the
citizens of McCracken County and surrounding regions. This contract shall expire
June 30, 2027.

SECTION 2. This expenditure shall be charged to the Investment Fund,
Account No. 24000401-580820.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 25, 2026
Recorded by Lindsay Parish, City Clerk, August 25, 2026

\\mo\contract-barkley regional airport FY2027

CONTRACT FOR SERVICES

This Contract for Services, is effective this _____ day of _____, 2026, by and between the **CITY OF PADUCAH** and the **BARKLEY REGIONAL AIRPORT AUTHORITY**;

WITNESSETH:

WHEREAS, Barkley Regional Airport is operated by an Airport Board appointed by the Paducah Mayor and McCracken County Judge Executive; and

WHEREAS, Barkley Regional Airport provides essential public transportation services both through its general aviation facilities and the air carrier service that operates there; and

WHEREAS, reliable air service at a quality facility is an essential ingredient for the region's economic development; and

WHEREAS, loss of revenue resulting from the national economy and changes in the air carrier industry and increased expenditures caused by Federal mandates have created a monthly operating deficit for the airport; and

NOW THEREFORE, in consideration of the foregoing premises the parties do covenant and agree as follows:

SECTION 1: TERM The term of this contract for services shall be from July 1, 2026, until June 30, 2027.

SECTION 2: TERMINATION the City may terminate this Contract for Services upon a thirty-day notice to Barkley Regional Airport in writing or with no notice upon discovering that the airport's financial situation has changed and the subsidy is no longer required.

SECTION 3: OPERATIONS PAYMENT Upon receipt of a quarterly invoice, the City shall pay the Barkley Regional Airport Authority the total sum of One Hundred Twenty Thousand and No/100 (\$120,000) Dollars in equal quarterly payments of \$30,000 each.

SECTION 4: OBJECTIVES AND SERVICES - During the term of this contract, Barkley Regional Airport will continue to provide general aviation and air carrier services to the citizens of McCracken County and surrounding regions. The Airport Board will continue to work with the City Commission and the McCracken County Fiscal Court to develop new revenue sources so that continued subsidy from the City and County will no longer be necessary.

SECTION 5: ACCOUNTING

(A) Barkley Regional Airport shall continue to conduct all accounting, payroll, and financial management of airport operations.

(B) Barkley Regional Airport shall provide the City a quarterly report of the airport's financial operations and shall supply the City an annual financial audit within two (2) weeks of its completion.

SECTION 6: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement.

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

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

CITY OF PADUCAH

GEORGE BRAY, Mayor

BARKLEY REGIONAL AIRPORT AUTHORITY

Dennis Roubeau

Title: Executive Director

Agenda Action Form

Paducah City Commission

Meeting Date: August 25, 2026

Short Title: Approve a Memorandum of Agreement between the City of Paducah and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways in the amount of \$151,324.20 for the Coleman Road Sidewalk Design Project - **G. GUEBERT**

Category: Municipal Order

Staff Work
By: Melanie
Townsend
Presentation
By: Greg
Guebert

Background Information: The Infrastructure Investment and Jobs Act establishes the Carbon Reduction Program (CRP), which provides funds for projects designed to reduce transportation emissions, defined as carbon dioxide (CO2) emissions from on-road highway sources.

On January 13, 2026, the Board of Commissioners approved Municipal Order #3170 for the application and acceptance of CRP funds. The Paducah-McCracken County Metropolitan Planning Organization, through the Kentucky Transportation Cabinet, has allocated \$151,324.20 in Federal funds to the city for the design, engineering, and permitting of a sidewalk and pedestrian bridge along the west side of Coleman Road, from the railroad tracks to Hinkleville Road. The required local match is \$37,831.05.

The Board of Commissioners does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Agreement and does hereby accept the funds provided in said Agreement and by such acceptance agrees to all the terms and conditions therein stated.

The Mayor of the City of Paducah is hereby authorized and directed to sign said Agreement as set forth on behalf of the Board of Commissioners of the City of Paducah, and the City Clerk of Paducah is hereby authorized and directed to certify thereto.

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: MAP

Account Number: 23002217 542270

Staff Recommendation: Adopt and approve the execution of a Memorandum of Agreement with the Commonwealth of Kentucky in the amount of \$151,324.20 for the Coleman Road Sidewalk Project and authorize the Mayor to sign the same.

Attachments:

1. MO - MOU-Kentucky Transportation Cabinet - Coleman Road Sidewalk Project

2. Paducah- Coleman Rd 1-224
3. Carbon Reduction_MO3170_Coleman Rd
4. Paducah- Coleman Rd 1-224

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PADUCAH AND THE COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, IN THE AMOUNT OF \$151,324.20 FOR THE COLEMAN ROAD SIDEWALK DESIGN PROJECT.

WHEREAS, Municipal Order #3170, adopted by the Paducah Board of Commissioners on January 13, 2026, for the application and acceptance of Carbon Reduction Program (CRP) funds; and

WHEREAS, the Paducah-McCracken County Metropolitan Planning Organization through the Kentucky Transportation Cabinet, has allocated \$151,324.20 to the city for the design, engineering and permitting of a sidewalk and pedestrian bridge along the west side of Coleman Road, from the railroad tracks to Hinkleville Road; and

WHEREAS, the City is responsible for a required local match, totaling \$37,831.05, to be paid from the MAP Fund.

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

SECTION 1. The Board of Commissioners does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Agreement and does hereby accept the funds provided in said Agreement and by such acceptance agrees to all the terms and conditions therein stated.

SECTION 2. The Mayor of the City of Paducah is hereby authorized and directed to sign said Agreement as set forth on behalf of the Board of Commissioners of the City of Paducah, and the City Clerk of Paducah is hereby authorized and directed to certify thereto.

SECTION 3. Required match funds in the amount of \$37,831.05 shall be paid from the MAP Fund, Account Number 2300 2217 542270.

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

Mayor George Bray

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 25, 2026
Recorded by Lindsay Parish, City Clerk, August 25, 2026
\\mo\MOU-Kentucky Transportation Cabinet - Coleman Road Sidewalk Design Project

**AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET
AND
CITY OF PADUCAH
COLEMAN ROAD MULTI-USE PATH PROJECT/ ITEM NO. 01-00224.00
FEDERAL PROJECT NUMBER 6000-354
\$151,324.20 FEDERAL CARBON REDUCTION FUNDS**

This AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter the "CABINET" and the City of Paducah, hereinafter the "SUBRECIPIENT".

WITNESSETH:

WHEREAS, the Federal Highway Administration (FHWA), through the CABINET, has approved \$151,324.20 in federal funding for the Coleman Road Multi-Use Path Project hereinafter the "PROJECT", known as Federal Project Number 6000-354 and the applicable Assistance Listing number is 20.265-Carbon Reduction Program,

WHEREAS, the Federal-aid Highway Program is a State Administered Reimbursement Program and the SUBRECIPIENT shall carry out this PROJECT in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), 23 Code of Federal Regulations (CFR), and 2 CFR 200,

WHEREAS, the SUBRECIPIENT must comply with applicable CABINET policies and procedures,

WHEREAS, Federal-aid projects are to serve a public purpose, the SUBRECIPIENT is responsible for maintaining any real property or facilities improved pursuant to the PROJECT on a non-profit basis,

WHEREAS, the SUBRECIPIENT shall refer to the CABINET'S *Local Public Agency (LPA) Guide*, hereinafter the "GUIDE", and any future revisions for assistance in complying with this AGREEMENT,

WHEREAS, the SUBRECIPIENT shall outline, undertake, and complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, and consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273 and all applicable State and Federal laws and regulations,

WHEREAS, the SUBRECIPIENT shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

WHEREAS, the SUBRECIPIENT has agreed to provide a minimum of 20% matching funds and to accept responsibility for all administration, staffing, maintenance and operation costs for the PROJECT as identified under this AGREEMENT;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the SUBRECIPIENT hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system as further described in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). In the Scope of Work and Budget Summary, the SUBRECIPIENT is to include detailed expectations, individual activities, estimates, and a schedule with milestones which the CABINET will use as checkpoints for the PROJECT. Further, the SUBRECIPIENT is

to define the roles, responsibilities, and authorities of the various entities and/or organizational units regarding the project development and project delivery processes specific to this PROJECT in the Scope of Work and Budget Summary.

The SUBRECIPIENT shall identify and provide a point of contact, including adequate contact information, for who shall be responsible to manage this PROJECT on the SUBRECIPIENT's behalf, submit the Scope of Work and Budget Summary to the CABINET, and be responsible for ensuring that the SUBRECIPIENT adheres to all terms and conditions of this AGREEMENT. The SUBRECIPIENT shall have final design plans, specifications, and a total estimate prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky and approved by the CABINET prior to any construction. The Project Development Checklist (LPA-PDC) (Appendix 1 of the GUIDE) shall be submitted by the SUBRECIPIENT and certified by the CABINET prior to construction.

Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. It is understood the effective date of this AGREEMENT is the date the AGREEMENT is signed by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return a copy of the AGREEMENT to the SUBRECIPIENT and issue a Notice to Proceed to begin work on a particular Phase of the PROJECT. Expenditures made prior to the effective date of the AGREEMENT and before the Notice to Proceed for the particular Phase covering the expenditure shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall end January 31, 2028 unless that Term is extended or amended by written agreement in accordance with the provisions of KRS 45A and 2 CFR Part 200 as to period of performance. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the SUBRECIPIENT for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice to Proceed covering that Phase of the PROJECT. If the PROJECT cannot be completed during the Term of Eligible Reimbursement under this AGREEMENT, the SUBRECIPIENT must provide justification why the PROJECT end date should be extended and identify the new Term of Eligible Reimbursement being requested.

Section 3. Funding Out Provision. The CABINET may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The CABINET shall provide the SUBRECIPIENT thirty (30) calendar days written notice of termination of the contract.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funding. If the funding appropriated for any Phase of the PROJECT becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in Federal funding, further reimbursement of PROJECT expenditures may be denied, the PROJECT may be cancelled, the timeline extended or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, PROJECT cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this

AGREEMENT by the CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

Section 4. Duration of Project. It is understood and agreed by the parties hereto that the Scope of Work shall be completed within the period set forth herein under Section 2. In the event the SUBRECIPIENT fails to perform the Scope of Work within the time allotted, or at any time the SUBRECIPIENT fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under the AGREEMENT. In the event the CABINET denies further reimbursement under this section, the SUBRECIPIENT shall refund all reimbursements made by the CABINET to the SUBRECIPIENT under this AGREEMENT.

Section 5. Project Funding. It is expressly understood that Federal funding for this PROJECT is being provided by the Federal Highway Administration (FHWA) through the CABINET, specifically through the Assistance Listing Number 20.265, Carbon Reduction Program. The Federal share of the total cost of this AGREEMENT shall not exceed \$168,138 (the amount indicated on Attachment A) unless otherwise approved in writing by the CABINET with the concurrence of FHWA. If the SUBRECIPIENT completes the PROJECT for less than this amount, the remaining funds may only be used by the SUBRECIPIENT upon written agreement of the CABINET and may only be used for eligible PROJECT costs within the original PROJECT scope. Unless otherwise stated, the funding for the PROJECT shall be authorized in Phases and no reimbursement shall be considered for expenditures made before a Notice to Proceed for that Phase has been received. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed for that Phase. The SUBRECIPIENT has agreed to accept up to \$151,324.20 in Federal reimbursement funding available as authorized for the Design Phase for eligible PROJECT costs. The SUBRECIPIENT shall be responsible for any ineligible costs, the required 20% local match funds (\$37,831.05), and any costs in excess of \$151,324.20 necessary for completion of the approved Scope of Work and any authorized changes to the PROJECT.

The SUBRECIPIENT has agreed to make available up to \$16,813.80 of the total PROJECT funding to the CABINET for direct costs related to PROJECT oversight and management activities. If any funding made available to the CABINET is not used, the CABINET may permit the remaining funding to be obligated to the SUBRECIPIENT for eligible PROJECT costs as evidenced in writing at the mutual consent of both parties.

The SUBRECIPIENT shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

Section 6. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Program (STP) as defined within 23 USC

133(b). Funding may also be used for passenger and freight rail transportation and port infrastructure projects eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be those costs included in the Scope of Work (Attachment A) and submitted to the CABINET on the Reimbursement Request Form. The SUBRECIPIENT shall follow 2 CFR 200.

The SUBRECIPIENT is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. The CABINET shall reimburse the SUBRECIPIENT upon request by the SUBRECIPIENT providing proof of payment through appropriate documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of a SUBRECIPIENT's invoice in accordance with KRS 45.453 and KRS 45.454. For the purpose of this provision, a working day is any weekday except for Commonwealth employee holidays up to the agency close of business. The Commonwealth may make a partial payment of goods or services that it has received according to the terms of the contract. The SUBRECIPIENT shall also certify the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, the cost(s) shown are verified and are true and correct, and the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or agency representative and shall include the following information, as applicable:

- Contract and/or delivery order number;
- Name of Contractor Entity or Individual;
- Contractor designated point of contact;
- Unique Invoice Number;
- Invoice Date;
- Item numbers;
- Descriptions of goods or services provided;
- Sizes of goods provided;
- Quantities provided;
- Unit prices; and
- Extended totals (unit price x quantity) for invoiced line items.

This formal letter must be signed by the designated project manager for the SUBRECIPIENT in responsible charge. The CABINET will make a good faith effort to notify the SUBRECIPIENT within fifteen (15) working days of the SUBRECIPIENT's failure to submit a proper invoice or a dispute of the goods or services provided. The SUBRECIPIENT shall address the CABINET's concerns within ten (10) calendar days and resubmit a corrected invoice with a new invoice number for payment. If the SUBRECIPIENT has

not rectified the problem with the invoice or the good or service within the ten (10) calendar day correction period, any revised submitted invoice shall be considered a new invoice with a new date of submission for calculation of any late payment penalty.

If the CABINET has not notified the SUBRECIPIENT of any issue with the invoice or the goods and/or services and the SUBRECIPIENT has not received payment by the twenty-fifth (25th) business day after the SUBRECIPIENT submitted the invoice, the SUBRECIPIENT should notify its CABINET contract representative that its invoice is still pending payment.

Except as otherwise explicitly provided in the contract, payments shall be issued to the SUBRECIPIENT within thirty (30) working days of receipt of SUBRECIPIENT 's invoice or of acceptance of goods and/or services. In the event of an invoice payment dispute between the Contractor and purchasing agency, the SUBRECIPIENT shall first attempt resolution of the dispute via submission to the purchasing agency in accordance with the payment dispute process posted on the Finance and Administration Cabinet website, located at:

<https://finance.ky.gov/office-of-the-secretary/office-of-general-counsel/Pages/procurement-and-protest-resources.aspx>

If submission to the purchasing agency fails to resolve the payment dispute, the SUBRECIPIENT may submit a contract dispute regarding payment to the Finance Secretary for resolution. In accordance with KRS 45.454, and except as provided by KRS 371.405, there shall be payable to the SUBRECIPIENT a penalty of one-percent (1%) on any undisputed amount each month or fraction thereof owing to the SUBRECIPIENT after 30 working days following the receipt of the goods or services and receipt of the invoice unless otherwise agreed between the CABINET and the SUBRECIPIENT. After a resolution is determined, the purchasing agency shall begin to assess penalties due the SUBRECIPIENT and remit the penalty payment to the SUBRECIPIENT within ten (10) working days.

Reimbursement by the CABINET is also subject to the provisions of Sections 35 and 38 of this Agreement hereof. The CABINET or FHWA reserves the right to require additional documentation.

Section 7. Reporting and Monitoring. The SUBRECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA.

This Federal-aid project is subject to the reporting requirements contained in the Federal Funding Accountability and Transparency Act (Transparency Act) of 2006 Public Law No. 109-282 and/or 31 USC 6101 and its associated amendments. The Transparency Act requires entities receiving Federal awards such as Federal contracts, sub-contracts, grants and sub-grants, to disclose certain information. This Agreement is subject to 31 USC 6101, 2 CFR 170, and 2 CFR Subtitle A, Chapter I and Part 25. The CABINET may require that the SUBRECIPIENT provide a completed Federal Funding Accountability and Transparency Act form prior to execution of this Agreement.

The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A and applicable federal guidelines. All checks, invoices, contract records, vouchers, orders, purchasing documents, and monthly employment data pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The SUBRECIPIENT shall permit the

CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with Federal and State laws and regulations. The SUBRECIPIENT shall maintain financial records for three years after the latest of project completion, the execution of the Project Closure Form by KYTC, Final Acceptance and final reimbursement.

Section 8. Environmental Requirements. With the advice and assistance of the CABINET, the SUBRECIPIENT shall ensure that all applicable environmental requirements are met including the preparation of appropriate environmental documentation prepared pursuant to the National Environmental Policy Act (NEPA) of 1969 addressing the social and environmental effects of the proposed PROJECT. Adequate resources must be devoted to ensuring that all applicable environmental reviews under NEPA are completed on an expeditious basis and that the shortest existing applicable process under NEPA shall be utilized. Compliance with NEPA 42 USC 4321 et seq, Section 4(f) of 49 USC 303, Section 106 of the National Historic Preservation Act 54 USC 300101 et seq, Sections 401 and 404 of the Clean Water Act, Section 7 of the Endangered Species Act, and any other applicable environmental laws and regulations must be received to permit funding authorization by the FHWA. Specifically, Phase I design activities will be allowed to proceed without a valid environmental document; however, the commencement of any Phase II design, right-of-way acquisition, utility relocation, or construction activities shall not be permitted prior to approval of the appropriate environmental document. Federal funds will be available for reimbursement of construction costs upon successful completion of design activities.

Section 9. Land Acquisition. Should the PROJECT require the acquisition of any interest in real property by the SUBRECIPIENT; the SUBRECIPIENT must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49CFR part 24), State Law and KYTC Division of Right of Way & Utilities Right of Way Guidance Manual and Relocation Assistance Manual. In the event condemnation occurs, the CABINET shall require prior written approval prior to the institution of any condemnation proceedings by the SUBRECIPIENT.

The SUBRECIPIENT shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all State and Federal laws and regulations governing the acquisition of real property for public use using State or Federal highway funding. (1) The SUBRECIPIENT shall either adopt in writing the CABINET's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the CABINET's Division of Right of Way and Utilities and, if applicable, the FHWA. (2) The SUBRECIPIENT shall conduct all appraisals and appraisal reviews using personnel meeting the CABINET's minimum qualifications and listed on the CABINET's pre-qualified appraiser and reviewer list. (3) The SUBRECIPIENT must use an acquisition consultant, prequalified by the CABINET, on all or any portion of the PROJECT, unless given prior approval by the CABINET to acquire property utilizing the SUBRECIPIENT's staff. The selection of the consultant shall be in accordance with the CABINET's Division of Right of Way Guidance Manual. (4) All appraisals must be reviewed and approved by the CABINET's Central Office review appraisers, failure to do so will result in the PROJECT being ineligible for reimbursement. (5) The SUBRECIPIENT shall provide property management in accordance

with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable State and Federal laws and regulations. (6) The SUBRECIPIENT shall provide the CABINET and, when applicable, FHWA, necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable State and Federal laws and regulations. (7) The SUBRECIPIENT shall provide the CABINET, and when applicable, FHWA, necessary documentation for review and approval at various stages of the acquisition process, as described in the CABINET's Right of Way Relocation Assistance Guidance Manual.

The CABINET shall: (1) Review all appraisal reports to ensure proper appraisal practice and procedures as well as compliance with State and Federal laws and regulations, and (2) Approve the final value conclusion through the Director, Division of Right of Way and Utilities.

The SUBRECIPIENT shall provide to the CABINET the following information on each parcel of real property to be acquired:

- A title opinion for the Property,
- An accurate legal description and plat delineating the shape and location of the Property to be acquired, *(In accordance to KYTC Division of Design Specifications)*
- The total area of the Property,
- The Property interest to be acquired

Should the acquisition of real property result in the displacement of a tenant-occupant, such displacement shall be subject to the requirements of the URA, as set out in implementing regulations 49 CFR Part 24. A displaced tenant shall be eligible for moving expenses and any other relocation expenses for which they might qualify.

Section 10. Restrictive Easements. The SUBRECIPIENT acknowledges that the CABINET may require the placement of a restrictive easement approved by and in favor of the CABINET in the chain of title of any real property acquired or improved pursuant to the PROJECT in favor of the CABINET. If the Owner of any real property acquired or improved pursuant to the PROJECT is different from the SUBRECIPIENT, then the Owner shall sign and be made a party to this AGREEMENT and the Owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the PROJECT in the chain of title in favor of the CABINET prior to final reimbursement by the CABINET.

Section 11. Reimbursable Utility Relocations. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment on behalf of the utility company in question. When law requires the reimbursement of the work, the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities is negotiated, and an agreement is executed between the SUBRECIPIENT and the utility company. Utility relocations shall be designed by the utility company and shown on the PROJECT's survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all

necessary adjustments of its facilities to accommodate the PROJECT. The SUBRECIPIENT shall inspect the relocation and document the proper installation of the facilities. If it is determined that the utility relocation work is best conducted within the PROJECT's construction contract, the SUBRECIPIENT or the authority designated by the SUBRECIPIENT will negotiate, execute the agreement, and inspect the relocation work. If a conflict of interest arises between the SUBRECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 12. Non-Reimbursable Utility Relocations. When KRS 179.265 indicates the work is not reimbursable, the utility company shall design their relocation plan on the PROJECT's survey and general plan sheets. The SUBRECIPIENT shall perform a review and approval of the relocation per agency policy and procedure. The SUBRECIPIENT shall inspect the relocation and document the proper installation of the facilities. If a conflict of interest arises between SUBRECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 13. General Railroad Coordination. The SUBRECIPIENT shall be charged with any railroad coordination for the PROJECT, the execution of a contract with the impacted railroad and oversight of the execution. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Manual. Correspondence pertaining to railroad coordination may impact both the project development and construction of the PROJECT. Therefore, any and all correspondence regarding railroad coordination activities must be provided to both contracted parties. The CABINET's representative in such matter is the Central Office Rails Coordinator.

The SUBRECIPIENT shall provide the following with the bid package for the PROJECT: a railroad coordination note defining any and all special project terms and conditions due to the involvement of the railroad company and an estimate of the PROJECT expenses for railroad coordination.

Section 14. General Utility Coordination. The SUBRECIPIENT shall be charged with the identification of utility facilities in conflict with the PROJECT, the execution of a remedy for said conflict, and oversight of the execution. The CABINET encourages dutiful consideration of utility avoidance via design considerations. When avoidance is impossible, uneconomical or otherwise invalid, utility relocation is an acceptable remedy for conflict. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Guidance Manual. Correspondence pertaining to utility coordination may affect both the project development and construction of the PROJECT. Therefore any and all correspondence regarding utility coordination activities must be provided to both contracted parties. The CABINET's representative on these matters is the District Office Utility Supervisor.

The SUBRECIPIENT shall provide the following upon full execution of the utility relocation for the PROJECT: 3 sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility and rail certification note defining the utilities and railroad identified in the PROJECT scope, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work. If no railroad is involved the note shall indicate as such.

Section 15. Permits and Licenses. The SUBRECIPIENT is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely manner. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.

Section 16. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the FHWA's Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the most recent edition of the CABINET's Standard Specifications for Road and Bridge Construction, as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 17. Consultant Selection. The SUBRECIPIENT shall be responsible for all PROJECT design activities, which shall be completed by a CABINET prequalified consultant. The SUBRECIPIENT, with the oversight and approval of the CABINET, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the PROJECT in compliance with the Federal requirements set forth in the Brooks Act USC 40 1101, Public Law 92-582, the FHWA policy outlined in 23 CFR 172, CABINET policies and procedures, the CABINET procurement policies, and the Kentucky Model Procurement Code as defined within KRS 45A.730-750. This requires the use of a Qualifications Based Selection (QBS) process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior to working on the PROJECT. The SUBRECIPIENT may choose to enter into a letter agreement with a consultant that has a statewide contract with the CABINET instead of going through the procurement process itself.

Section 18. Contractor Procurement. The SUBRECIPIENT shall be responsible for all PROJECT construction activities. The SUBRECIPIENT shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the PROJECT, with the concurrence of the CABINET, in accordance with the Federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Bid proposals must be accepted for a minimum of 21 days from the date of the first advertisement for award. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a contract. If no CABINET prequalification category exists, the SUBRECIPIENT must receive the approval of the CABINET prior to advertisement.

The SUBRECIPIENT shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. The SUBRECIPIENT shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered and documented in reviewing submitted bids are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from readvertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 19. Contract Administration and Inspection. It is understood that the SUBRECIPIENT shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications and Federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily on-site inspection of contractor work activities and prompt processing of all paperwork associated with the construction contract, including any change orders. The SUBRECIPIENT must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the SUBRECIPIENT under this AGREEMENT or otherwise.

The SUBRECIPIENT shall use the most recent edition of the CABINET's Regional Highway and Bridge Construction Inspection advertisement for construction inspectors or must receive CABINET approval to submit an Alternative Construction Inspection Plan. If the SUBRECIPIENT does not have adequate, certified staff to perform this work, the SUBRECIPIENT may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider and a copy of both in the PROJECT file as required by FHWA. If the SUBRECIPIENT elects to hire a consultant, the SUBRECIPIENT must ensure that the consultant staff is competent and certified in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed in the Commonwealth of Kentucky. The use of a consultant does not relieve the SUBRECIPIENT of ultimate responsibility for the proper administration and inspection of the construction. If a consultant is used to provide inspection services, the SUBRECIPIENT must also provide an appropriate SUBRECIPIENT employee to be in responsible charge of the PROJECT and oversee the inspections.

When an Alternative Construction Inspection Plan is submitted, the SUBRECIPIENT must ensure sufficient quantity and quality are delivered and that proper inspection documentation is maintained. The Alternative Construction Inspection Plan must be performed under the supervision of a Professional Engineer licensed in the State of Kentucky, include credentials and experience of inspectors, indicate testing consistent with the CABINET's Sampling Manual, detail the frequency, who will be responsible, and what will be included in reports, and coordinate with the CABINET's construction inspector.

The CABINET and/or the FHWA may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify conformance with all laws, regulations, and policies applicable to the Federal-aid Highway Program and provide assistance to the SUBRECIPIENT where necessary.

Section 20. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the SUBRECIPIENT of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality. Specific wage rates shall be included in the construction contract between the SUBRECIPIENT and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.

Section 21. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the SUBRECIPIENT shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The SUBRECIPIENT shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 22. The Copeland "Anti-Kickback" Act. The SUBRECIPIENT shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The SUBRECIPIENT shall refer to the Copeland Act for the requirements under this provision.

Section 23. Title VI - Civil Rights Act of 1964. The SUBRECIPIENT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the SUBRECIPIENT pursuant thereto, including prohibition regarding discrimination.

Section 24. Equal Employment Opportunity (Equal Opportunity Act of 1972). In connection with the execution of this AGREEMENT, the SUBRECIPIENT shall not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment. Such actions shall include, but not be limited to the following: employment,

upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. The SUBRECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 25. Non Discrimination . Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, veteran status) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the SUBRECIPIENT agrees as follows:

- a. The SUBRECIPIENT will not discriminate against any employee, applicant, contractor or consultant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, veteran status, or age. The SUBRECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA) 42 USC 12101 et seq, Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The SUBRECIPIENT agrees to provide, upon request, needed reasonable accommodations. The SUBRECIPIENT will ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age, veteran status, or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The SUBRECIPIENT will, in all solicitations or advertisements for work placed by or on behalf of the SUBRECIPIENT; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, veteran status, age or disability.
- c. The SUBRECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the SUBRECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The SUBRECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- d In the event of the SUBRECIPIENT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part.
- e. The SUBRECIPIENT shall, for the length of the AGREEMENT or at the point at which the AGREEMENT is covered by the Act and until its conclusion, furnish such information as required

by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to its employment practices and work sites by the CABINET to ascertain compliance with the Act.

Section 26. Disadvantaged Business Enterprise (DBE) Requirements. The SUBRECIPIENT agrees to comply with 49 CFR Part 26 as amended by the October 3, 2025, Interim Final Rule. During the UCP reevaluation period, as outlined in 49 CFR § 26.111, no DBE contract goals shall be set on any project. Any portion of a DBE program plan that relied on prior presumptions of disadvantage, DBE goals, or any aspect of the previous DBE goal is no longer valid. DBE participation may not be counted toward any project or overall goal until the UCP has completed the reevaluation process. All prior DBE goal-setting procedures are suspended until new procedures are approved after UCP reevaluation. Any participating DBE firm must be certified as a DBE firm. Certified DBEs may perform work, but their participation cannot be counted toward goals until reevaluation is complete. Any participating DBE firm must be prequalified with the CABINET. The SUBRECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59 and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses, as defined in accordance with the regulations as amended by the Interim Final Rule.

Assurance. The contractor, SUBRECIPIENT or subcontractor shall not discriminate in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part, as amended by the Interim Final Rule effective October 3, 2025, in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between the SUBRECIPIENT and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within ten (10) working days from receipt of each payment SUBRECIPIENT makes to the contractor. The SUBRECIPIENT shall prohibit the contractor from withholding retainage on any subcontract on this PROJECT to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Section 27. Prohibited Interest. No member, officer, or employee of the CABINET or the SUBRECIPIENT during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the SUBRECIPIENT shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of the CABINET or SUBRECIPIENT shall collude or lobby on behalf of this PROJECT without penalty, including but not limited to suspension or debarment.

The SUBRECIPIENT further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted

of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Section 28. Covenant Against Contingent Fees. The SUBRECIPIENT warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 29. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

Section 30. Standards for the Treatment of Historic Properties. Projects including but not limited to Historic preservation, impacting properties on or eligible for the National Register of Historic Places shall meet applicable Secretary of the Interior's Standards for the Treatment of Historic Properties, the Standards and Guidelines for Archeology and Historic Preservation, and all other applicable federal or state historic property requirements prior to the payment of any monies under this AGREEMENT.

Section 31. Maintenance as Public Facilities. The SUBRECIPIENT agrees to maintain the facilities in an acceptable condition and for a public purpose in accordance with the Maintenance Plan. In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance. In the event that the property is not maintained as a public facility, the SUBRECIPIENT shall reimburse the FHWA for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable. The SUBRECIPIENT shall obtain concurrence from the CABINET's District 1 Chief District Engineer in Paducah of a Maintenance Plan for any facilities to be constructed, prior to the awarding of any contract to construct such facilities.

Section 32. Americans with Disabilities Act. 42 USC 1210 et seq. The SUBRECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

Section 33. Applicable Laws. This AGREEMENT shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, the United States of America, and the Commonwealth of Kentucky.

Section 34. Hold Harmless Clause. To the extent permitted by law, the SUBRECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees

from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near the PROJECT site.

Section 35. Contract Completion. The SUBRECIPIENT is responsible for ensuring that all PROJECT construction activities have been completed and is responsible for providing all of the necessary paperwork as required by the construction contract. This involves conducting a pre-audit of all contract items and associated paperwork. When complete, the SUBRECIPIENT's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The SUBRECIPIENT will conduct, document and submit to the CABINET a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. The SUBRECIPIENT's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications and that the contractor has paid all suppliers and subcontractors in full.

In accordance with 2 CFR 200, the SUBRECIPIENT shall maintain all PROJECT records for three (3) years after final payment.

Section 36. Audit and Inspection. The SUBRECIPIENT, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the SUBRECIPIENT pertaining to the PROJECT.

The SUBRECIPIENT hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The SUBRECIPIENT shall follow 2 CFR 200. In Accordance with 2 CFR Subpart F, If the SUBRECIPIENT has expended more than \$1,000,000 in Federal funding from all sources in the SUBRECIPIENT's fiscal year, the SUBRECIPIENT shall provide the CABINET copies of their 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.

The SUBRECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(10), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the AGREEMENT shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the AGREEMENT. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service.

Section 37. Campaign Finance. The SUBRECIPIENT shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 38. Violations. Pursuant to KRS 45A.485, the SUBRECIPIENT shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the State sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The SUBRECIPIENT shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.

The SUBRECIPIENT represents that pursuant to KRS 45A.607 they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Section 39. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 40. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the SUBRECIPIENT and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Regulations concerning any claims to be filed by a contractor are referenced in 23 CFR 635.124.

Section 41. Agreement Change. Any proposed change to the Scope of Work or time extension to this AGREEMENT shall comply with 23 CFR 635.120 and 635.121 and shall be evidenced in writing at the mutual consent of the SUBRECIPIENT and the CABINET.

Section 42. Termination. The CABINET may cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) calendar days written notice of such cancellation to the SUBRECIPIENT. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the

SUBRECIPIENT, its agents, employees and contractors, the CABINET shall reimburse the SUBRECIPIENT according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The SUBRECIPIENT may seek to cancel its obligations under this AGREEMENT at any time deemed to be in the best interest of the SUBRECIPIENT by giving thirty (30) calendar days written notice of such request to the CABINET. If the CABINET agrees to allow the SUBRECIPIENT to cancel the PROJECT or cancel its obligations under this AGREEMENT, the SUBRECIPIENT shall reimburse the CABINET for all Federal funding reimbursements made under this AGREEMENT.

Section 43. Artificial Intelligence (AI). SUBRECIPIENT agrees to adhere to CIO-126 Artificial Intelligence Policy, which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. SUBRECIPIENT agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI. Further, SUBRECIPIENT understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. SUBRECIPIENTS may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. SUBRECIPIENT agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

Section 44. Resolution. The SUBRECIPIENT shall pass a resolution authorizing the Mayor to sign this AGREEMENT on behalf of the SUBRECIPIENT. An acceptable Resolution shall contain the Project name, description, amount of funds being provided and an acknowledgement that the SUBRECIPIENT agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. Furthermore, by accepting the funds the SUBRECIPIENT agrees to all terms and conditions stated in the AGREEMENT. A copy of the resolution shall be attached to the AGREEMENT (Attachment B) and returned to the CABINET prior to full execution of this AGREEMENT.

Section 45. Responsible Charge. The SUBRECIPIENT shall designate a Person in Responsible Charge of this PROJECT according to the terms outlined in Attachment C. The SUBRECIPIENT will provide the name and contact information for the Person in Responsible Charge prior to full execution of this PROJECT. The Attachment C information must be current for the SUBRECIPIENT to be in compliance with the federal regulations and an eligible SUBRECIPIENT of federal funds. Should a change occur, the SUBRECIPIENT must submit a revised Attachment C within 7 days. Failure to comply can result in cancellation of the PROJECT.

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET:

Approved as to form and legality:

Attorney

Rebecca Goodman, Secretary

Date: _____

Date: _____

CITY OF PADUCAH:

Approved as to form and legality:

Attorney

George P. Bray, Mayor

Date: _____

Date: _____

ATTACHMENT A SCOPE OF WORK AND BUDGET SUMMARY

Scope of Work:

SUBRECIPIENT UEI NUMBER: C13BAJNDEUC5

The Coleman Road Sidewalk Project will construct 0.45 miles of sidewalk and a pedestrian bridge along Coleman Road and over Perkins Creek from Hinkleville Rd (US60) to the P&L railroad tracks. This agreement approves a total of \$189,155.25 for the Design Phase. This includes up to \$151,324.20 in Federal Carbon Reduction Program (CRP) funding for the City of Paducah to be matched with \$37,831.05 in local funds. It also includes \$16,813.80 in Federal CRP funding for KYTC oversight to be matched with \$4,203.45 in state funding.

The scope of work under this agreement will include activities related to the Design phase. The City of Paducah shall be the lead agency and maintain all improvements upon completion.

Budget:

		Federal Funds	Local Funds	State Match	Total
Current MOA	Design Phase Funding: SUBRECIPIENT Program# 2152901D	\$151,324.20	\$37,831.05	-	\$189,155.25
	Design Phase Funding: Cabinet Program# 2152902D	\$16,813.80	-	\$4,203.45	\$21,017.25
Design Phase Total for City of Paducah		\$151,324.20	\$37,831.05	-	\$189,155.25
Design Phase Total for Cabinet		\$16,813.80	-	\$4,203.45	\$21,017.25

All federally-funded projects are set up in phases (design, ROW, utilities, construction). No work can begin on any phase of a project until the CABINET provides a written notice to proceed for that phase. Funding for this project will be programmed with FHWA as each phase is approved. Effective December 26, 2014, FHWA requires a project end date for each federal project phase programmed. As each phase of the project is programmed with FHWA a supplemental agreement will be sent to the project sponsor to add the funding and adjust the project end date. Any expenditure incurred by the project sponsor after the end date will not be eligible for reimbursement. If the project sponsor requires an extension, they must notify the Administering Office thirty (30) days before the project end date.

CITY OF PADUCAH
COLEMAN ROAD MULTI-USE PATH PROJECT
ITEM NO. 01-00224.00
\$151,324.20 FEDERAL CARBON REDUCTION FUNDS

ATTACHMENT B

ATTACH A RESOLUTION HERE

**ATTACHMENT C
PERSON IN RESPONSIBLE CHARGE**

Upon federal-aid project delegation to the SUBRECIPIENT by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the SUBRECIPIENT:

1. Pursuant to 23 CFR 635.105(c) (4), the SUBRECIPIENT acting as a SUBRECIPIENT of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the SUBRECIPIENT. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the SUBRECIPIENT.
2. The undersigned and the designated SUBRECIPIENT's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies* (LPA Guide).
3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.
4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.
5. The undersigned certifies the designated person in responsible charge will:
 - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
 - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the SUBRECIPIENT and the CABINET.
6. In accordance with the requirements outlined above, SUBRECIPIENT has selected the following individual as the person in responsible charge for the PROJECT:

Name:	Position with SUBRECIPIENT:
E-mail:	Phone:
Signature:	

7. Should the SUBRECIPIENT require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit the Attachment C within 7 days of the change. The new Attachment C will be incorporated into this Agreement upon approval by the CABINET.

George P. Bray, Mayor

Date

MUNICIPAL ORDER NO. 3170

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR AN FY2026 CARBON REDUCTION FUNDING GRANT FROM THE METROPOLITAN PLANNING ORGANIZATION (MPO) IN THE AMOUNT OF \$168,138 FOR PROJECTS THAT REDUCE TRANSPORTATION EMISSIONS, DEFINED AS CARBON DIOXIDE (CO²) FROM ON-ROAD HIGHWAY SOURCES, AND ACCEPTING ANY GRANT FUNDS AWARDED BY MPO, AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

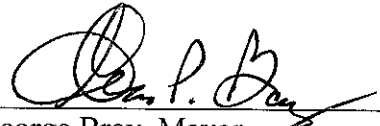
BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application to obtain an FY2026 Carbon Reduction Funding grant in the amount of \$168,138 from the Metropolitan Planning Organization (MPO) for the design and engineering of a sidewalk on Coleman Road between the railroad tracks and Hinkleville Road.

SECTION 2. That the City of Paducah hereby authorizes the acceptance of any and all grant funds awarded by the Metropolitan Planning Organization (MPO), and authorizes the Mayor to execute the Grant Agreement and all related documents.

SECTION 3. The local match requirement in the amount of \$33,627.60 will be paid from MAP Account Number 2300 2217 542270.

SECTION 4. 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, January 13, 2026
Recorded by Lindsay Parish, City Clerk, January 13, 2026
\\mo\grants\app & award MPO FY2026

**AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET
AND
CITY OF PADUCAH
COLEMAN ROAD MULTI-USE PATH PROJECT/ ITEM NO. 01-00224.00
FEDERAL PROJECT NUMBER 6000-354
\$151,324.20 FEDERAL CARBON REDUCTION FUNDS**

This AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter the "CABINET" and the City of Paducah, hereinafter the "SUBRECIPIENT".

WITNESSETH:

WHEREAS, the Federal Highway Administration (FHWA), through the CABINET, has approved \$151,324.20 in federal funding for the Coleman Road Multi-Use Path Project hereinafter the "PROJECT", known as Federal Project Number 6000-354 and the applicable Assistance Listing number is 20.265-Carbon Reduction Program,

WHEREAS, the Federal-aid Highway Program is a State Administered Reimbursement Program and the SUBRECIPIENT shall carry out this PROJECT in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), 23 Code of Federal Regulations (CFR), and 2 CFR 200,

WHEREAS, the SUBRECIPIENT must comply with applicable CABINET policies and procedures,

WHEREAS, Federal-aid projects are to serve a public purpose, the SUBRECIPIENT is responsible for maintaining any real property or facilities improved pursuant to the PROJECT on a non-profit basis,

WHEREAS, the SUBRECIPIENT shall refer to the CABINET'S *Local Public Agency (LPA) Guide*, hereinafter the "GUIDE", and any future revisions for assistance in complying with this AGREEMENT,

WHEREAS, the SUBRECIPIENT shall outline, undertake, and complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, and consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273 and all applicable State and Federal laws and regulations,

WHEREAS, the SUBRECIPIENT shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

WHEREAS, the SUBRECIPIENT has agreed to provide a minimum of 20% matching funds and to accept responsibility for all administration, staffing, maintenance and operation costs for the PROJECT as identified under this AGREEMENT;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the SUBRECIPIENT hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system as further described in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). In the Scope of Work and Budget Summary, the SUBRECIPIENT is to include detailed expectations, individual activities, estimates, and a schedule with milestones which the CABINET will use as checkpoints for the PROJECT. Further, the SUBRECIPIENT is

to define the roles, responsibilities, and authorities of the various entities and/or organizational units regarding the project development and project delivery processes specific to this PROJECT in the Scope of Work and Budget Summary.

The SUBRECIPIENT shall identify and provide a point of contact, including adequate contact information, for who shall be responsible to manage this PROJECT on the SUBRECIPIENT's behalf, submit the Scope of Work and Budget Summary to the CABINET, and be responsible for ensuring that the SUBRECIPIENT adheres to all terms and conditions of this AGREEMENT. The SUBRECIPIENT shall have final design plans, specifications, and a total estimate prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky and approved by the CABINET prior to any construction. The Project Development Checklist (LPA-PDC) (Appendix 1 of the GUIDE) shall be submitted by the SUBRECIPIENT and certified by the CABINET prior to construction.

Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. It is understood the effective date of this AGREEMENT is the date the AGREEMENT is signed by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return a copy of the AGREEMENT to the SUBRECIPIENT and issue a Notice to Proceed to begin work on a particular Phase of the PROJECT. Expenditures made prior to the effective date of the AGREEMENT and before the Notice to Proceed for the particular Phase covering the expenditure shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall end January 31, 2028 unless that Term is extended or amended by written agreement in accordance with the provisions of KRS 45A and 2 CFR Part 200 as to period of performance. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the SUBRECIPIENT for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice to Proceed covering that Phase of the PROJECT. If the PROJECT cannot be completed during the Term of Eligible Reimbursement under this AGREEMENT, the SUBRECIPIENT must provide justification why the PROJECT end date should be extended and identify the new Term of Eligible Reimbursement being requested.

Section 3. Funding Out Provision. The CABINET may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The CABINET shall provide the SUBRECIPIENT thirty (30) calendar days written notice of termination of the contract.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funding. If the funding appropriated for any Phase of the PROJECT becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in Federal funding, further reimbursement of PROJECT expenditures may be denied, the PROJECT may be cancelled, the timeline extended or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, PROJECT cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this

AGREEMENT by the CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

Section 4. Duration of Project. It is understood and agreed by the parties hereto that the Scope of Work shall be completed within the period set forth herein under Section 2. In the event the SUBRECIPIENT fails to perform the Scope of Work within the time allotted, or at any time the SUBRECIPIENT fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under the AGREEMENT. In the event the CABINET denies further reimbursement under this section, the SUBRECIPIENT shall refund all reimbursements made by the CABINET to the SUBRECIPIENT under this AGREEMENT.

Section 5. Project Funding. It is expressly understood that Federal funding for this PROJECT is being provided by the Federal Highway Administration (FHWA) through the CABINET, specifically through the Assistance Listing Number 20.265, Carbon Reduction Program. The Federal share of the total cost of this AGREEMENT shall not exceed \$168,138 (the amount indicated on Attachment A) unless otherwise approved in writing by the CABINET with the concurrence of FHWA. If the SUBRECIPIENT completes the PROJECT for less than this amount, the remaining funds may only be used by the SUBRECIPIENT upon written agreement of the CABINET and may only be used for eligible PROJECT costs within the original PROJECT scope. Unless otherwise stated, the funding for the PROJECT shall be authorized in Phases and no reimbursement shall be considered for expenditures made before a Notice to Proceed for that Phase has been received. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed for that Phase. The SUBRECIPIENT has agreed to accept up to \$151,324.20 in Federal reimbursement funding available as authorized for the Design Phase for eligible PROJECT costs. The SUBRECIPIENT shall be responsible for any ineligible costs, the required 20% local match funds (\$37,831.05), and any costs in excess of \$151,324.20 necessary for completion of the approved Scope of Work and any authorized changes to the PROJECT.

The SUBRECIPIENT has agreed to make available up to \$16,813.80 of the total PROJECT funding to the CABINET for direct costs related to PROJECT oversight and management activities. If any funding made available to the CABINET is not used, the CABINET may permit the remaining funding to be obligated to the SUBRECIPIENT for eligible PROJECT costs as evidenced in writing at the mutual consent of both parties.

The SUBRECIPIENT shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

Section 6. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Program (STP) as defined within 23 USC

133(b). Funding may also be used for passenger and freight rail transportation and port infrastructure projects eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be those costs included in the Scope of Work (Attachment A) and submitted to the CABINET on the Reimbursement Request Form. The SUBRECIPIENT shall follow 2 CFR 200.

The SUBRECIPIENT is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. The CABINET shall reimburse the SUBRECIPIENT upon request by the SUBRECIPIENT providing proof of payment through appropriate documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of a SUBRECIPIENT's invoice in accordance with KRS 45.453 and KRS 45.454. For the purpose of this provision, a working day is any weekday except for Commonwealth employee holidays up to the agency close of business. The Commonwealth may make a partial payment of goods or services that it has received according to the terms of the contract. The SUBRECIPIENT shall also certify the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, the cost(s) shown are verified and are true and correct, and the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or agency representative and shall include the following information, as applicable:

- Contract and/or delivery order number;
- Name of Contractor Entity or Individual;
- Contractor designated point of contact;
- Unique Invoice Number;
- Invoice Date;
- Item numbers;
- Descriptions of goods or services provided;
- Sizes of goods provided;
- Quantities provided;
- Unit prices; and
- Extended totals (unit price x quantity) for invoiced line items.

This formal letter must be signed by the designated project manager for the SUBRECIPIENT in responsible charge. The CABINET will make a good faith effort to notify the SUBRECIPIENT within fifteen (15) working days of the SUBRECIPIENT's failure to submit a proper invoice or a dispute of the goods or services provided. The SUBRECIPIENT shall address the CABINET's concerns within ten (10) calendar days and resubmit a corrected invoice with a new invoice number for payment. If the SUBRECIPIENT has

not rectified the problem with the invoice or the good or service within the ten (10) calendar day correction period, any revised submitted invoice shall be considered a new invoice with a new date of submission for calculation of any late payment penalty.

If the CABINET has not notified the SUBRECIPIENT of any issue with the invoice or the goods and/or services and the SUBRECIPIENT has not received payment by the twenty-fifth (25th) business day after the SUBRECIPIENT submitted the invoice, the SUBRECIPIENT should notify its CABINET contract representative that its invoice is still pending payment.

Except as otherwise explicitly provided in the contract, payments shall be issued to the SUBRECIPIENT within thirty (30) working days of receipt of SUBRECIPIENT 's invoice or of acceptance of goods and/or services. In the event of an invoice payment dispute between the Contractor and purchasing agency, the SUBRECIPIENT shall first attempt resolution of the dispute via submission to the purchasing agency in accordance with the payment dispute process posted on the Finance and Administration Cabinet website, located at:

<https://finance.ky.gov/office-of-the-secretary/office-of-general-counsel/Pages/procurement-and-protest-resources.aspx>

If submission to the purchasing agency fails to resolve the payment dispute, the SUBRECIPIENT may submit a contract dispute regarding payment to the Finance Secretary for resolution. In accordance with KRS 45.454, and except as provided by KRS 371.405, there shall be payable to the SUBRECIPIENT a penalty of one-percent (1%) on any undisputed amount each month or fraction thereof owing to the SUBRECIPIENT after 30 working days following the receipt of the goods or services and receipt of the invoice unless otherwise agreed between the CABINET and the SUBRECIPIENT. After a resolution is determined, the purchasing agency shall begin to assess penalties due the SUBRECIPIENT and remit the penalty payment to the SUBRECIPIENT within ten (10) working days.

Reimbursement by the CABINET is also subject to the provisions of Sections 35 and 38 of this Agreement hereof. The CABINET or FHWA reserves the right to require additional documentation.

Section 7. Reporting and Monitoring. The SUBRECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA.

This Federal-aid project is subject to the reporting requirements contained in the Federal Funding Accountability and Transparency Act (Transparency Act) of 2006 Public Law No. 109-282 and/or 31 USC 6101 and its associated amendments. The Transparency Act requires entities receiving Federal awards such as Federal contracts, sub-contracts, grants and sub-grants, to disclose certain information. This Agreement is subject to 31 USC 6101, 2 CFR 170, and 2 CFR Subtitle A, Chapter I and Part 25. The CABINET may require that the SUBRECIPIENT provide a completed Federal Funding Accountability and Transparency Act form prior to execution of this Agreement.

The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A and applicable federal guidelines. All checks, invoices, contract records, vouchers, orders, purchasing documents, and monthly employment data pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The SUBRECIPIENT shall permit the

CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with Federal and State laws and regulations. The SUBRECIPIENT shall maintain financial records for three years after the latest of project completion, the execution of the Project Closure Form by KYTC, Final Acceptance and final reimbursement.

Section 8. Environmental Requirements. With the advice and assistance of the CABINET, the SUBRECIPIENT shall ensure that all applicable environmental requirements are met including the preparation of appropriate environmental documentation prepared pursuant to the National Environmental Policy Act (NEPA) of 1969 addressing the social and environmental effects of the proposed PROJECT. Adequate resources must be devoted to ensuring that all applicable environmental reviews under NEPA are completed on an expeditious basis and that the shortest existing applicable process under NEPA shall be utilized. Compliance with NEPA 42 USC 4321 et seq, Section 4(f) of 49 USC 303, Section 106 of the National Historic Preservation Act 54 USC 300101 et seq, Sections 401 and 404 of the Clean Water Act, Section 7 of the Endangered Species Act, and any other applicable environmental laws and regulations must be received to permit funding authorization by the FHWA. Specifically, Phase I design activities will be allowed to proceed without a valid environmental document; however, the commencement of any Phase II design, right-of-way acquisition, utility relocation, or construction activities shall not be permitted prior to approval of the appropriate environmental document. Federal funds will be available for reimbursement of construction costs upon successful completion of design activities.

Section 9. Land Acquisition. Should the PROJECT require the acquisition of any interest in real property by the SUBRECIPIENT; the SUBRECIPIENT must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49CFR part 24), State Law and KYTC Division of Right of Way & Utilities Right of Way Guidance Manual and Relocation Assistance Manual. In the event condemnation occurs, the CABINET shall require prior written approval prior to the institution of any condemnation proceedings by the SUBRECIPIENT.

The SUBRECIPIENT shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all State and Federal laws and regulations governing the acquisition of real property for public use using State or Federal highway funding. (1) The SUBRECIPIENT shall either adopt in writing the CABINET's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the CABINET's Division of Right of Way and Utilities and, if applicable, the FHWA. (2) The SUBRECIPIENT shall conduct all appraisals and appraisal reviews using personnel meeting the CABINET's minimum qualifications and listed on the CABINET's pre-qualified appraiser and reviewer list. (3) The SUBRECIPIENT must use an acquisition consultant, prequalified by the CABINET, on all or any portion of the PROJECT, unless given prior approval by the CABINET to acquire property utilizing the SUBRECIPIENT's staff. The selection of the consultant shall be in accordance with the CABINET's Division of Right of Way Guidance Manual. (4) All appraisals must be reviewed and approved by the CABINET's Central Office review appraisers, failure to do so will result in the PROJECT being ineligible for reimbursement. (5) The SUBRECIPIENT shall provide property management in accordance

with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable State and Federal laws and regulations. (6) The SUBRECIPIENT shall provide the CABINET and, when applicable, FHWA, necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable State and Federal laws and regulations. (7) The SUBRECIPIENT shall provide the CABINET, and when applicable, FHWA, necessary documentation for review and approval at various stages of the acquisition process, as described in the CABINET's Right of Way Relocation Assistance Guidance Manual.

The CABINET shall: (1) Review all appraisal reports to ensure proper appraisal practice and procedures as well as compliance with State and Federal laws and regulations, and (2) Approve the final value conclusion through the Director, Division of Right of Way and Utilities.

The SUBRECIPIENT shall provide to the CABINET the following information on each parcel of real property to be acquired:

- A title opinion for the Property,
- An accurate legal description and plat delineating the shape and location of the Property to be acquired, *(In accordance to KYTC Division of Design Specifications)*
- The total area of the Property,
- The Property interest to be acquired

Should the acquisition of real property result in the displacement of a tenant-occupant, such displacement shall be subject to the requirements of the URA, as set out in implementing regulations 49 CFR Part 24. A displaced tenant shall be eligible for moving expenses and any other relocation expenses for which they might qualify.

Section 10. Restrictive Easements. The SUBRECIPIENT acknowledges that the CABINET may require the placement of a restrictive easement approved by and in favor of the CABINET in the chain of title of any real property acquired or improved pursuant to the PROJECT in favor of the CABINET. If the Owner of any real property acquired or improved pursuant to the PROJECT is different from the SUBRECIPIENT, then the Owner shall sign and be made a party to this AGREEMENT and the Owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the PROJECT in the chain of title in favor of the CABINET prior to final reimbursement by the CABINET.

Section 11. Reimbursable Utility Relocations. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment on behalf of the utility company in question. When law requires the reimbursement of the work, the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities is negotiated, and an agreement is executed between the SUBRECIPIENT and the utility company. Utility relocations shall be designed by the utility company and shown on the PROJECT's survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all

necessary adjustments of its facilities to accommodate the PROJECT. The SUBRECIPIENT shall inspect the relocation and document the proper installation of the facilities. If it is determined that the utility relocation work is best conducted within the PROJECT's construction contract, the SUBRECIPIENT or the authority designated by the SUBRECIPIENT will negotiate, execute the agreement, and inspect the relocation work. If a conflict of interest arises between the SUBRECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 12. Non-Reimbursable Utility Relocations. When KRS 179.265 indicates the work is not reimbursable, the utility company shall design their relocation plan on the PROJECT's survey and general plan sheets. The SUBRECIPIENT shall perform a review and approval of the relocation per agency policy and procedure. The SUBRECIPIENT shall inspect the relocation and document the proper installation of the facilities. If a conflict of interest arises between SUBRECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 13. General Railroad Coordination. The SUBRECIPIENT shall be charged with any railroad coordination for the PROJECT, the execution of a contract with the impacted railroad and oversight of the execution. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Manual. Correspondence pertaining to railroad coordination may impact both the project development and construction of the PROJECT. Therefore, any and all correspondence regarding railroad coordination activities must be provided to both contracted parties. The CABINET's representative in such matter is the Central Office Rails Coordinator.

The SUBRECIPIENT shall provide the following with the bid package for the PROJECT: a railroad coordination note defining any and all special project terms and conditions due to the involvement of the railroad company and an estimate of the PROJECT expenses for railroad coordination.

Section 14. General Utility Coordination. The SUBRECIPIENT shall be charged with the identification of utility facilities in conflict with the PROJECT, the execution of a remedy for said conflict, and oversight of the execution. The CABINET encourages dutiful consideration of utility avoidance via design considerations. When avoidance is impossible, uneconomical or otherwise invalid, utility relocation is an acceptable remedy for conflict. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Guidance Manual. Correspondence pertaining to utility coordination may affect both the project development and construction of the PROJECT. Therefore any and all correspondence regarding utility coordination activities must be provided to both contracted parties. The CABINET's representative on these matters is the District Office Utility Supervisor.

The SUBRECIPIENT shall provide the following upon full execution of the utility relocation for the PROJECT: 3 sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility and rail certification note defining the utilities and railroad identified in the PROJECT scope, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work. If no railroad is involved the note shall indicate as such.

Section 15. Permits and Licenses. The SUBRECIPIENT is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely manner. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.

Section 16. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the FHWA's Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the most recent edition of the CABINET's Standard Specifications for Road and Bridge Construction, as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 17. Consultant Selection. The SUBRECIPIENT shall be responsible for all PROJECT design activities, which shall be completed by a CABINET prequalified consultant. The SUBRECIPIENT, with the oversight and approval of the CABINET, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the PROJECT in compliance with the Federal requirements set forth in the Brooks Act USC 40 1101, Public Law 92-582, the FHWA policy outlined in 23 CFR 172, CABINET policies and procedures, the CABINET procurement policies, and the Kentucky Model Procurement Code as defined within KRS 45A.730-750. This requires the use of a Qualifications Based Selection (QBS) process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior to working on the PROJECT. The SUBRECIPIENT may choose to enter into a letter agreement with a consultant that has a statewide contract with the CABINET instead of going through the procurement process itself.

Section 18. Contractor Procurement. The SUBRECIPIENT shall be responsible for all PROJECT construction activities. The SUBRECIPIENT shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the PROJECT, with the concurrence of the CABINET, in accordance with the Federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Bid proposals must be accepted for a minimum of 21 days from the date of the first advertisement for award. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a contract. If no CABINET prequalification category exists, the SUBRECIPIENT must receive the approval of the CABINET prior to advertisement.

The SUBRECIPIENT shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. The SUBRECIPIENT shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered and documented in reviewing submitted bids are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from readvertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 19. Contract Administration and Inspection. It is understood that the SUBRECIPIENT shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications and Federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily on-site inspection of contractor work activities and prompt processing of all paperwork associated with the construction contract, including any change orders. The SUBRECIPIENT must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the SUBRECIPIENT under this AGREEMENT or otherwise.

The SUBRECIPIENT shall use the most recent edition of the CABINET's Regional Highway and Bridge Construction Inspection advertisement for construction inspectors or must receive CABINET approval to submit an Alternative Construction Inspection Plan. If the SUBRECIPIENT does not have adequate, certified staff to perform this work, the SUBRECIPIENT may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider and a copy of both in the PROJECT file as required by FHWA. If the SUBRECIPIENT elects to hire a consultant, the SUBRECIPIENT must ensure that the consultant staff is competent and certified in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed in the Commonwealth of Kentucky. The use of a consultant does not relieve the SUBRECIPIENT of ultimate responsibility for the proper administration and inspection of the construction. If a consultant is used to provide inspection services, the SUBRECIPIENT must also provide an appropriate SUBRECIPIENT employee to be in responsible charge of the PROJECT and oversee the inspections.

When an Alternative Construction Inspection Plan is submitted, the SUBRECIPIENT must ensure sufficient quantity and quality are delivered and that proper inspection documentation is maintained. The Alternative Construction Inspection Plan must be performed under the supervision of a Professional Engineer licensed in the State of Kentucky, include credentials and experience of inspectors, indicate testing consistent with the CABINET's Sampling Manual, detail the frequency, who will be responsible, and what will be included in reports, and coordinate with the CABINET's construction inspector.

The CABINET and/or the FHWA may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify conformance with all laws, regulations, and policies applicable to the Federal-aid Highway Program and provide assistance to the SUBRECIPIENT where necessary.

Section 20. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the SUBRECIPIENT of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality. Specific wage rates shall be included in the construction contract between the SUBRECIPIENT and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.

Section 21. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the SUBRECIPIENT shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The SUBRECIPIENT shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 22. The Copeland "Anti-Kickback" Act. The SUBRECIPIENT shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The SUBRECIPIENT shall refer to the Copeland Act for the requirements under this provision.

Section 23. Title VI - Civil Rights Act of 1964. The SUBRECIPIENT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the SUBRECIPIENT pursuant thereto, including prohibition regarding discrimination.

Section 24. Equal Employment Opportunity (Equal Opportunity Act of 1972). In connection with the execution of this AGREEMENT, the SUBRECIPIENT shall not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment. Such actions shall include, but not be limited to the following: employment,

upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. The SUBRECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 25. Non Discrimination . Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, veteran status) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the SUBRECIPIENT agrees as follows:

- a. The SUBRECIPIENT will not discriminate against any employee, applicant, contractor or consultant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, veteran status, or age. The SUBRECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA) 42 USC 12101 et seq, Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The SUBRECIPIENT agrees to provide, upon request, needed reasonable accommodations. The SUBRECIPIENT will ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age, veteran status, or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The SUBRECIPIENT will, in all solicitations or advertisements for work placed by or on behalf of the SUBRECIPIENT; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, veteran status, age or disability.
- c. The SUBRECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the SUBRECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The SUBRECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- d In the event of the SUBRECIPIENT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part.
- e. The SUBRECIPIENT shall, for the length of the AGREEMENT or at the point at which the AGREEMENT is covered by the Act and until its conclusion, furnish such information as required

by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to its employment practices and work sites by the CABINET to ascertain compliance with the Act.

Section 26. Disadvantaged Business Enterprise (DBE) Requirements. The SUBRECIPIENT agrees to comply with 49 CFR Part 26 as amended by the October 3, 2025, Interim Final Rule. During the UCP reevaluation period, as outlined in 49 CFR § 26.111, no DBE contract goals shall be set on any project. Any portion of a DBE program plan that relied on prior presumptions of disadvantage, DBE goals, or any aspect of the previous DBE goal is no longer valid. DBE participation may not be counted toward any project or overall goal until the UCP has completed the reevaluation process. All prior DBE goal-setting procedures are suspended until new procedures are approved after UCP reevaluation. Any participating DBE firm must be certified as a DBE firm. Certified DBEs may perform work, but their participation cannot be counted toward goals until reevaluation is complete. Any participating DBE firm must be prequalified with the CABINET. The SUBRECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59 and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses, as defined in accordance with the regulations as amended by the Interim Final Rule.

Assurance. The contractor, SUBRECIPIENT or subcontractor shall not discriminate in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part, as amended by the Interim Final Rule effective October 3, 2025, in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between the SUBRECIPIENT and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within ten (10) working days from receipt of each payment SUBRECIPIENT makes to the contractor. The SUBRECIPIENT shall prohibit the contractor from withholding retainage on any subcontract on this PROJECT to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Section 27. Prohibited Interest. No member, officer, or employee of the CABINET or the SUBRECIPIENT during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the SUBRECIPIENT shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of the CABINET or SUBRECIPIENT shall collude or lobby on behalf of this PROJECT without penalty, including but not limited to suspension or debarment.

The SUBRECIPIENT further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted

of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Section 28. Covenant Against Contingent Fees. The SUBRECIPIENT warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 29. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

Section 30. Standards for the Treatment of Historic Properties. Projects including but not limited to Historic preservation, impacting properties on or eligible for the National Register of Historic Places shall meet applicable Secretary of the Interior's Standards for the Treatment of Historic Properties, the Standards and Guidelines for Archeology and Historic Preservation, and all other applicable federal or state historic property requirements prior to the payment of any monies under this AGREEMENT.

Section 31. Maintenance as Public Facilities. The SUBRECIPIENT agrees to maintain the facilities in an acceptable condition and for a public purpose in accordance with the Maintenance Plan. In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance. In the event that the property is not maintained as a public facility, the SUBRECIPIENT shall reimburse the FHWA for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable. The SUBRECIPIENT shall obtain concurrence from the CABINET's District 1 Chief District Engineer in Paducah of a Maintenance Plan for any facilities to be constructed, prior to the awarding of any contract to construct such facilities.

Section 32. Americans with Disabilities Act. 42 USC 1210 et seq. The SUBRECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

Section 33. Applicable Laws. This AGREEMENT shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, the United States of America, and the Commonwealth of Kentucky.

Section 34. Hold Harmless Clause. To the extent permitted by law, the SUBRECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees

from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near the PROJECT site.

Section 35. Contract Completion. The SUBRECIPIENT is responsible for ensuring that all PROJECT construction activities have been completed and is responsible for providing all of the necessary paperwork as required by the construction contract. This involves conducting a pre-audit of all contract items and associated paperwork. When complete, the SUBRECIPIENT's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The SUBRECIPIENT will conduct, document and submit to the CABINET a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. The SUBRECIPIENT's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications and that the contractor has paid all suppliers and subcontractors in full.

In accordance with 2 CFR 200, the SUBRECIPIENT shall maintain all PROJECT records for three (3) years after final payment.

Section 36. Audit and Inspection. The SUBRECIPIENT, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the SUBRECIPIENT pertaining to the PROJECT.

The SUBRECIPIENT hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The SUBRECIPIENT shall follow 2 CFR 200. In Accordance with 2 CFR Subpart F, If the SUBRECIPIENT has expended more than \$1,000,000 in Federal funding from all sources in the SUBRECIPIENT's fiscal year, the SUBRECIPIENT shall provide the CABINET copies of their 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.

The SUBRECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(10), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the AGREEMENT shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the AGREEMENT. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service.

Section 37. Campaign Finance. The SUBRECIPIENT shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 38. Violations. Pursuant to KRS 45A.485, the SUBRECIPIENT shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the State sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The SUBRECIPIENT shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.

The SUBRECIPIENT represents that pursuant to KRS 45A.607 they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Section 39. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 40. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the SUBRECIPIENT and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Regulations concerning any claims to be filed by a contractor are referenced in 23 CFR 635.124.

Section 41. Agreement Change. Any proposed change to the Scope of Work or time extension to this AGREEMENT shall comply with 23 CFR 635.120 and 635.121 and shall be evidenced in writing at the mutual consent of the SUBRECIPIENT and the CABINET.

Section 42. Termination. The CABINET may cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) calendar days written notice of such cancellation to the SUBRECIPIENT. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the

SUBRECIPIENT, its agents, employees and contractors, the CABINET shall reimburse the SUBRECIPIENT according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The SUBRECIPIENT may seek to cancel its obligations under this AGREEMENT at any time deemed to be in the best interest of the SUBRECIPIENT by giving thirty (30) calendar days written notice of such request to the CABINET. If the CABINET agrees to allow the SUBRECIPIENT to cancel the PROJECT or cancel its obligations under this AGREEMENT, the SUBRECIPIENT shall reimburse the CABINET for all Federal funding reimbursements made under this AGREEMENT.

Section 43. Artificial Intelligence (AI). SUBRECIPIENT agrees to adhere to CIO-126 Artificial Intelligence Policy, which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. SUBRECIPIENT agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI. Further, SUBRECIPIENT understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. SUBRECIPIENTS may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. SUBRECIPIENT agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

Section 44. Resolution. The SUBRECIPIENT shall pass a resolution authorizing the Mayor to sign this AGREEMENT on behalf of the SUBRECIPIENT. An acceptable Resolution shall contain the Project name, description, amount of funds being provided and an acknowledgement that the SUBRECIPIENT agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. Furthermore, by accepting the funds the SUBRECIPIENT agrees to all terms and conditions stated in the AGREEMENT. A copy of the resolution shall be attached to the AGREEMENT (Attachment B) and returned to the CABINET prior to full execution of this AGREEMENT.

Section 45. Responsible Charge. The SUBRECIPIENT shall designate a Person in Responsible Charge of this PROJECT according to the terms outlined in Attachment C. The SUBRECIPIENT will provide the name and contact information for the Person in Responsible Charge prior to full execution of this PROJECT. The Attachment C information must be current for the SUBRECIPIENT to be in compliance with the federal regulations and an eligible SUBRECIPIENT of federal funds. Should a change occur, the SUBRECIPIENT must submit a revised Attachment C within 7 days. Failure to comply can result in cancellation of the PROJECT.

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET:

Approved as to form and legality:

Attorney

Rebecca Goodman, Secretary

Date: _____

Date: _____

CITY OF PADUCAH:

Approved as to form and legality:

Attorney

George P. Bray, Mayor

Date: _____

Date: _____

ATTACHMENT A SCOPE OF WORK AND BUDGET SUMMARY

Scope of Work:

SUBRECIPIENT UEI NUMBER: C13BAJNDEUC5

The Coleman Road Sidewalk Project will construct 0.45 miles of sidewalk and a pedestrian bridge along Coleman Road and over Perkins Creek from Hinkleville Rd (US60) to the P&L railroad tracks. This agreement approves a total of \$189,155.25 for the Design Phase. This includes up to \$151,324.20 in Federal Carbon Reduction Program (CRP) funding for the City of Paducah to be matched with \$37,831.05 in local funds. It also includes \$16,813.80 in Federal CRP funding for KYTC oversight to be matched with \$4,203.45 in state funding.

The scope of work under this agreement will include activities related to the Design phase. The City of Paducah shall be the lead agency and maintain all improvements upon completion.

Budget:

		Federal Funds	Local Funds	State Match	Total
Current MOA	Design Phase Funding: SUBRECIPIENT Program# 2152901D	\$151,324.20	\$37,831.05	-	\$189,155.25
	Design Phase Funding: Cabinet Program# 2152902D	\$16,813.80	-	\$4,203.45	\$21,017.25
Design Phase Total for City of Paducah		\$151,324.20	\$37,831.05	-	\$189,155.25
Design Phase Total for Cabinet		\$16,813.80	-	\$4,203.45	\$21,017.25

All federally-funded projects are set up in phases (design, ROW, utilities, construction). No work can begin on any phase of a project until the CABINET provides a written notice to proceed for that phase. Funding for this project will be programmed with FHWA as each phase is approved. Effective December 26, 2014, FHWA requires a project end date for each federal project phase programmed. As each phase of the project is programmed with FHWA a supplemental agreement will be sent to the project sponsor to add the funding and adjust the project end date. Any expenditure incurred by the project sponsor after the end date will not be eligible for reimbursement. If the project sponsor requires an extension, they must notify the Administering Office thirty (30) days before the project end date.

CITY OF PADUCAH
COLEMAN ROAD MULTI-USE PATH PROJECT
ITEM NO. 01-00224.00
\$151,324.20 FEDERAL CARBON REDUCTION FUNDS

ATTACHMENT B

ATTACH A RESOLUTION HERE

**ATTACHMENT C
PERSON IN RESPONSIBLE CHARGE**

Upon federal-aid project delegation to the SUBRECIPIENT by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the SUBRECIPIENT:

1. Pursuant to 23 CFR 635.105(c) (4), the SUBRECIPIENT acting as a SUBRECIPIENT of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the SUBRECIPIENT. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the SUBRECIPIENT.
2. The undersigned and the designated SUBRECIPIENT's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies* (LPA Guide).
3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.
4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.
5. The undersigned certifies the designated person in responsible charge will:
 - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
 - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the SUBRECIPIENT and the CABINET.
6. In accordance with the requirements outlined above, SUBRECIPIENT has selected the following individual as the person in responsible charge for the PROJECT:

Name:	Position with SUBRECIPIENT:
E-mail:	Phone:
Signature:	

7. Should the SUBRECIPIENT require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit the Attachment C within 7 days of the change. The new Attachment C will be incorporated into this Agreement upon approval by the CABINET.

George P. Bray, Mayor

Date

Agenda Action Form

Paducah City Commission

Meeting Date: August 25, 2026

Short Title: Authorize the Application and Acceptance of a U.S. Department of Housing and Urban Development Healthy Homes Production Grant in the Amount of \$1,500,000 - **C. GAULT**

Category: Municipal Order

Staff Work By: Carol Gault, Palmer Stroup,
Hope Reasons
Presentation By: Carol Gault

Background Information: The purpose of the Healthy Homes Production Grant Program is to reduce housing-related health and safety hazards through a comprehensive approach. The funding will focus on protecting vulnerable populations such as children, older adults, and persons with disabilities by identifying and remediating hazards in low-income housing. Homes will be assessed for hazards and then those identified hazards will be remediated. This project aligns with the Southside Revitalization Plan and increases opportunities for low-income owner-occupied homes and rental properties to receive much needed safety and health improvements. The City of Paducah is requesting \$1.5 million in funding to remediate up to 65 homes in the Southside Census Tracts. The grant does not require matching funds, but will require the City to leverage at least 10% of the federal request from other cash or in-kind sources.

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

If yes, please list the Commission Priority: Southside Revitalization, Quality Housing, Quality of Life

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the application and acceptance of the US Department of Housing and Urban Development Healthy Homes Production Grant and for the Mayor to sign all documentation related to same.

Attachments:

1. MO - application & award-Healthy Homes Production Grant

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HEALTHY HOMES GRANT IN THE AMOUNT OF \$1,500,000, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL AWARD DOCUMENTS

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute a U. S. Department of Housing and Urban Development Health Homes Production Grant in the amount of \$1,500,000. The purpose of this Health Homes Production Grant Program is to reduce housing-related health and safety hazards. Homes will be assessed for hazards and those identified hazards will be remediated. The City is requesting \$1.5 million to remediate up to 65 homes in the Southside Census Tracts.

SECTION 2. That the City of Paducah hereby accepts all grant funds awarded through the U. S. Department of Housing & Urban Development and authorizes the Mayor to execute all grant award documents. No local match is required; however, the City will be required to leverage at least 10% of the federal request from other cash or in-kind sources.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, Clerk

Adopted by the Board of Commissioners, August 25, 2026
Recorded by Lindsay Parish, August 25, 2026
MO\grants\application & award – Healthyc Homes Production Grant

Agenda Action Form

Paducah City Commission

Meeting Date: August 25, 2026

Short Title: Authorize a Contract for Services with Lifeline Recovery Center in an amount of \$200,000 - **D. JORDAN**

Category: Ordinance

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

Background Information: Lifeline Recovery Center provides long-term residential recovery services for individuals affected by addiction. Lifeline uses passenger vans to transport clients to treatment and recovery services, healthcare appointments, employment, court obligations, job training, volunteer opportunities, recovery meetings, and other activities supporting recovery and successful reentry.

The proposed Contract for Services provides Lifeline with a one-time payment of \$200,000 to purchase four passenger vans. Lifeline will be responsible for any costs exceeding the City's contribution and must return any funds not used toward the purchase of the four vans. The agreement requires Lifeline to use the funding and vehicles for authorized opioid remediation purposes and to provide information necessary for the City's annual opioid settlement reporting.

Funding for this contract will be provided through Opioid Settlement Funds. A budget amendment will be needed to increase expenditures for the Opioid Settlement Fund by \$200,000.

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

Communications Plan:

Funds Available: Account Name:

Account Number: 22000209 523070

Staff Recommendation: Approval.

Attachments:

1. ORD Lifeline Recovery Vans Budget Amendment FY27
2. CONTRACT FOR SERVICES - Opioid Recovery - Lifeline Recovery Center 2026
3. Lifeline's Paducah Transportation Proposal v2 Final

ORDINANCE NO. 2026-____-____

AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR SERVICES WITH LIFELINE RECOVERY CENTER, INC., IN AN AMOUNT NOT TO EXCEED \$200,000.00 FOR THE PURCHASE OF FOUR PASSENGER VANS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AMENDING THE FISCAL YEAR 2027 BUDGET TO PROVIDE FOR THE EXPENDITURE

WHEREAS, the City of Paducah has received proceeds from national opioid settlements to be used for opioid remediation and other authorized purposes in accordance with KRS 15.291 and applicable settlement requirements; and

WHEREAS, Lifeline Recovery Center, Inc. provides long-term residential recovery services for individuals affected by addiction and provides transportation supporting access to treatment, recovery services, healthcare, employment, court obligations, job training, volunteer opportunities, recovery meetings, and other recovery-related activities; and

WHEREAS, Lifeline Recovery Center, Inc. has requested a one-time award of Two Hundred Thousand Dollars (\$200,000.00) from the City to purchase four (4) passenger vans to provide reliable transportation in support of client recovery; and

WHEREAS, the Board of Commissioners finds that the proposed expenditure serves a public purpose and is consistent with authorized opioid remediation purposes, subject to the terms, reporting requirements, and repayment provisions set forth in the Contract for Services and Opioid Settlement Funding Agreement.

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

SECTION 1. AUTHORIZATION OF AGREEMENT. The City of Paducah hereby approves the Contract for Services and Opioid Settlement Funding Agreement between the City of Paducah, Kentucky, and Lifeline Recovery Center, Inc., in substantially the form attached hereto and made part hereof (Exhibit A), providing a one-time payment in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) for the purchase of four (4) passenger vans to support transportation for authorized recovery-related purposes.

SECTION 2. AUTHORIZATION TO EXECUTE. The Mayor is hereby authorized to execute the Contract for Services and any other documents reasonably necessary to carry out the purposes of this Ordinance, provided that such documents are consistent with the terms approved herein and not substantially adverse to the City.

SECTION 3. SOURCE AND USE OF FUNDS. The expenditure authorized by this Ordinance shall be paid from Opioid Settlement Funds and charged to account number 22000209 523070, or to such successor account as may be designated by the Finance Department. The

funds shall be used solely for the purchase of four (4) passenger vans in accordance with the Agreement.

SECTION 4. BUDGET AMENDMENT. That the annual budget for the fiscal year beginning July 1, 2026, and ending June 30, 2027, as adopted by Ordinance No. 2026-06-8879, be amended by the following re-appropriations:

- Increase expenditures in the Opioid Settlement Fund by Two Hundred Thousand Dollars (\$200,000.00) to provide for the expenditure authorized by this Ordinance.

The Finance Director is authorized to make all accounting entries and budget adjustments necessary to implement this section.

SECTION 5. REPORTING AND COMPLIANCE. Lifeline Recovery Center, Inc. shall maintain records documenting the expenditure of City funds and the use of the vans for authorized opioid remediation purposes and shall provide the City with information reasonably necessary for annual opioid settlement reporting. Failure to use the funds for an authorized purpose or to comply with the Agreement may result in repayment to the City as provided in the Agreement.

SECTION 6. SEVERABILITY. If any provision of this Ordinance is held invalid, the invalidity shall not affect other provisions that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are severable.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective upon its adoption, approval, and publication as required by law.

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners:

Adopted by the Board of Commissioners:

Recorded by the City Clerk:

Published by The Paducah Sun:

Ord\Lifeline Recovery Vans Budget Amendment FY27

CONTRACT FOR SERVICES

This Contract for Services and Opioid Settlement Funding Agreement (the “Agreement”) is made effective as of the ____ day of _____, 2026 (the “Effective Date”), by and between the **CITY OF PADUCAH, KENTUCKY**, a Kentucky municipal corporation with a mailing address of P.O. Box 2267, Paducah, Kentucky 42002-2267 (the “City”), and **LIFELINE RECOVERY CENTER, INC.**, a Kentucky nonprofit corporation with a mailing address of _____ (“Lifeline”). The City and Lifeline may each be referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the City has received funds from national opioid settlements to be used for opioid remediation and other authorized purposes in accordance with KRS 15.291 and applicable settlement requirements; and

WHEREAS, Lifeline provides long-term residential recovery services for individuals affected by addiction and provides transportation supporting access to treatment, recovery services, healthcare, employment, court obligations, job training, and other recovery-related activities; and

WHEREAS, Lifeline has requested Two Hundred Thousand Dollars (\$200,000.00) from the City to purchase four (4) passenger vans to provide reliable transportation for client recovery; and

WHEREAS, the City desires to provide funding for the purchase of the four (4) vans pursuant to the terms of this Contract for Services; and

WHEREAS, this Contract was authorized by Municipal Order No. _____, adopted by the Board of Commissioners of the City of Paducah on _____, 2026.

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

SECTION 1: TERM AND PUBLIC PURPOSE

The term of this Contract shall begin on the Effective Date and continue until Lifeline has purchased and taken delivery of the four (4) passenger vans and completed the reporting obligations required under this Contract. Lifeline shall purchase and take delivery of the four (4) passenger vans within six (6) months after receiving payment from the City, unless the City Manager approves an extension in writing due to vehicle availability, manufacturing delays, or other circumstances beyond Lifeline’s reasonable control.

SECTION 2: FUNDING AWARD AND PAYMENT

The City shall provide Lifeline a one-time payment of Two Hundred Thousand Dollars (\$200,000.00) within sixty (60) days of receiving an invoice from Lifeline. The payment shall be used to purchase four (4) passenger vans for transportation supporting Lifeline’s recovery program. The vans may be new or used, provided they are suitable and reliable for the purposes described in this Contract. Lifeline shall

be responsible for any purchase costs exceeding the amount provided by the City and shall return to the City any portion of the payment not used for the purchase of the four (4) vans.

SECTION 3: OBJECTIVES AND SERVICES

Lifeline shall use the vans to provide transportation supporting treatment, recovery services, healthcare, employment, court obligations, job training, volunteer opportunities, recovery meetings, and other activities reasonably related to client recovery and successful reentry. Lifeline shall use the funding and the vans in a manner consistent with the opioid remediation purposes authorized by KRS 15.291 and applicable opioid settlement requirements.

SECTION 4: REPORTING AND RECORDS

Lifeline shall maintain records sufficient to document the expenditure of the City's funding and the use of the vans for authorized opioid remediation purposes. Lifeline shall track and report information in accordance with KRS 15.291, applicable state opioid settlement reporting requirements, and any annual reporting request or reporting form provided by the City. Lifeline shall provide the City reasonable documentation necessary for the City to complete its required annual opioid settlement reporting, on or before July 30, 2027, and in any subsequent years as requested.

SECTION 5: NONDISCRIMINATION

Lifeline shall provide the services supported by this Contract without unlawful discrimination based on race, color, national origin, religion, sex, age, disability, or any other status protected by applicable law.

SECTION 6: INDEPENDENT CONTRACTOR AND INDEMNIFICATION

Lifeline is an independent contractor. Nothing in this Contract creates a partnership, joint venture, agency, employment, or other legal relationship between the parties. Lifeline shall be solely responsible for its employees, volunteers, operations, and use of the vans and shall indemnify and hold harmless the City, its elected and appointed officials, employees, and insurers from claims, liabilities, losses, damages, costs, and reasonable attorneys' fees arising from Lifeline's acts or omissions, operation or use of the vans, or breach of this Contract, except to the extent caused by the City's sole negligence or willful misconduct.

SECTION 7: TERMINATION

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

SECTION 8: COMPLIANCE AND RETURN OF FUNDS

Lifeline shall use the payment only for the purposes described in this Contract. If Lifeline does not purchase four (4) vans, uses any portion of the payment for an unauthorized purpose, or fails to

provide information reasonably necessary for the City’s required opioid settlement reporting, the City may require Lifeline to return the affected portion of the payment. If a governmental, judicial, or settlement authority determines that any portion of the payment is not an authorized opioid remediation expenditure because of Lifeline’s use of the funds or failure to comply with this Contract, Lifeline shall reimburse the City for that portion upon written demand.

SECTION 9: ENTIRE AGREEMENT

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

SECTION 10: GOVERNING LAW

This Contract shall be governed by the laws of the Commonwealth of Kentucky. Any action arising from this Contract shall be brought in a court of competent jurisdiction in McCracken County, Kentucky.

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

CITY OF PADUCAH

Signature: _____
George P. Bray, Mayor

Date: _____

LIFELINE RECOVERY CENTER, INC.

Signature: _____

Name: _____

Title: _____

Date: _____



LIFELINE RECOVERY CENTER

A \$200,000 OPIOID ABATEMENT FUNDS REQUEST:
PURCHASING FOUR NEW VANS FOR LIFELINE RECOVERY CENTER
AN INVESTMENT IN CLIENT RECOVERY AND THE CITY OF PADUCAH



BUILDING A STRONGER PADUCAH



Communities are stronger
when more people recover,
return to work, support
their families and contribute
to the City of Paducah.



Recovery Program Cost-Benefits

- Avoided Healthcare Costs
- Avoided Criminal Justice Costs
- Avoided Productivity Costs
- Value of Mortality and Morbidity Risk Reduction

\$75,666

The community benefit of one person in recovery per year.

\$107 million

The net benefit to the community over a **five-year period, \$4.57 for every \$1 spent**

**Economic impact data provided by the Fletcher Group (third-party research)
for Lifeline Recovery Center, May 12, 2026*

Lifeline's Community Impact

ABOUT:

Lifeline is a Christ-centered, nationally accredited, long-term residential treatment center for men and women struggling with addiction. We provide a safe, structured environment where faith, counseling, and community lead to transformation and lifelong recovery.

MISSION:

To provide men and women with Christ-centered solutions to addiction — helping them become spiritually alive, mentally sound, and physically well.

VALUES:

- Accountability
- Faith
- Obedience to Christ

BY THE NUMBERS:

- 200+ clients served annually
- 50+ clients graduate annually
- 50+ employees
- 70+ volunteers annually
- 3 campuses
- 44 local employer partnerships
- 50 local church partners

60% of graduates remain sober one year after graduation

Lifeline clients **work** and **volunteer** at local businesses, they come into the city for **recovery meetings, healthcare, and church services**, and most clients are Paducah residents.



Lifeline clients return to Paducah ready to contribute.

Growing Our Community Impact Together

Lifeline impacts Paducah through:

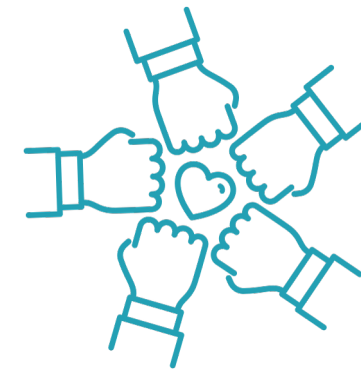
- **Workforce development**
- **Accessing healthcare services**
- **Volunteer service**
- **Employment**
- **Long-term recovery**



Lifeline's Impact on Paducah:

On average, 80 clients are employed in Paducah on a weekly basis totaling over 100,000 hours of employment annually.

Lifeline clients volunteer an average of 20,800 hours of Paducah community service each year, or the equivalent of 866 days.



Employment Partners

- Ambulance Medical Billing
- Atlas Doors
- Ben Kennedy Construction
- Big River Propeller
- Bob's Drive Inn and Catering
- Burger King
- Central Paving
- Chick Fil A
- Containment Systems Incorporated
- Cornerstone Auto Repair
- Darling Ingredients
- Dip N Dots
- Dunkin Donuts
- Genova
- Goodwill
- Graceland Portable Building
- Hughes Meat Market
- I Hop
- James Marine
- Kitmo
- Logan's
- Matt's Home Solutions
- McDonalds 'Lone Oak'
- McDonalds "Hinkleville"
- Midtown Alliance of Neighbors
- Millwork Products, LLC
- MSN Construction
- Office Pride Commerical Cleaning
- Paducah Housing Authority
- Paducah Rigging
- Panera Bread
- Southgate Nursing and Rehab
- Steadfast R&R
- The H.T. Hackney Co.
- Townsend Tree Service
- Triangle Enterprises Inc
- Tropical Smoothie
- Wendy's

Volunteer Partners

- Community Kitchen
- Act's House
- Hope Unlimited
- Starfish
- Stuff the Bus-United Way

Lifeline's 100+ Weekly Community Trips

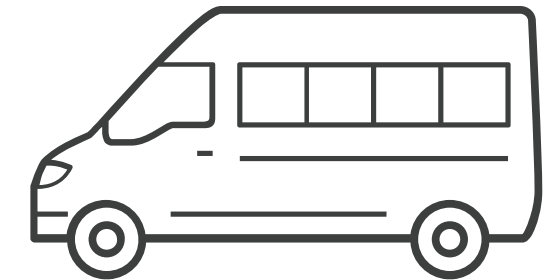
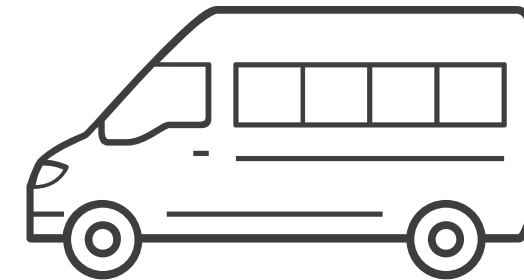
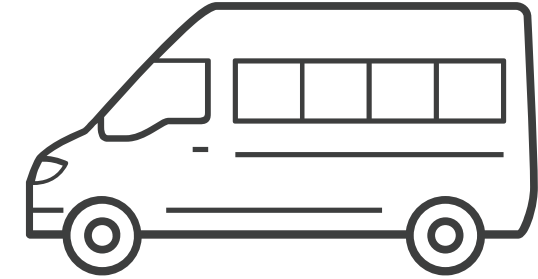
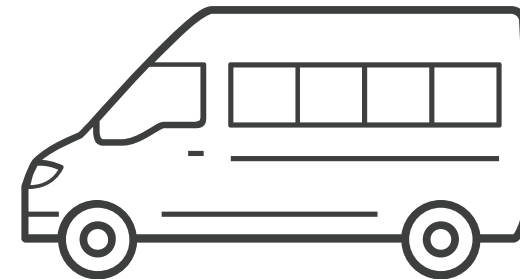


Over 100,000 miles driven annually

A LIFELINE RECOVERY CENTER, TRANSPORTATION INVESTMENT PROPOSAL:

Lifeline Recovery Center would like to ask the City of Paducah to contribute \$200,000 from the city's Opioid Recovery Funds, to purchase four new vans to provide reliable transportation for client recovery.

This investment will strengthen one of Kentucky's premier long-term residential recovery programs while expanding access to treatment, employment, healthcare, and recovery services throughout Paducah.



Thank You City of Paducah!

We are incredibly grateful for our years-long partnership with Paducah and we look forward to discussing this opportunity further.



“Lifeline Recovery Center may seem like the last stop for many individuals coming to us. Help us show them, instead, that it is the first step to a new life.”

– Steve Powless, Lifeline board chair

Contact Information:
Ashley Miller, Executive Director

📞 270.448.0961
✉ amiller@lifelinerecoverycenter.org
🌐 lifelinerecoverycenter.org

Agenda Action Form

Paducah City Commission

Meeting Date: August 25, 2026

Short Title: Closure of Alley between S. 9th St and Walter Jetton Blvd. and parallel to 916 Kentucky Avenue
- **G. GUEBERT**

Category: Ordinance

Staff Work By: Josh Fowler-Sommer, Melanie Townsend
Presentation By: Greg Guebert

Background Information: The adjacent property owners:

Purchase District Health Department

Richard Mark Edwards, 1369 Properties, LLC

Charlie McKenzie, e-Tel, LLC

have submitted an executed application requesting the alley extending from S. 9th St to Walter Jetton Blvd be closed.

On August 3, 2026, the Planning Commission held a Public Meeting and made a positive recommendation to the City Commission for this closure. All of the utility companies have agreed to this closure.

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 closure of the alley extending between S. 9th St and Walter Jetton Blvd. and authorizing the Mayor to execute the closure plat and all necessary documents related to same.

Attachments:

1. Ord - alley – between South 9th Street and Walter Jetton Blvd
2. Alley behind 916 Kentucky Ave_application
3. PC Resolution_btw S 9th-WJB
4. Plat-HealthDeptAlleyClosurePreliminary

AN ORDINANCE PROVIDING FOR THE CLOSING OF AN 8,129 SQUARE FOOT ALLEY PARALLEL TO KENTUCKY AVENUE AND WASHINGTON STREET BETWEEN SOUTH 9TH STREET AND WALTER JETTON BOULEVARD; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of An 8,129 square foot alley parallel to Kentucky Avenue and Washington Street between South 9th Street and Walter Jetton Boulevard, as follows:

ALLEY CLOSURE (TRACT 1) - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located south of Kentucky Avenue, west of South 9th Street, north of Washington Street, and east of Walter Jetton Boulevard, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a mag nail (found), said point being 160.00 ft. south of the intersection of the south right-of-way of Kentucky Avenue and the east right-of-way of Walter Jetton Boulevard, said point also being the southwest corner of the McCracken County Health Department (recorded in Deed Book 383, Page 318);

Thence along the south property line of the above said McCracken County Health Department property, N64°57'28"E a distance of 346.50 ft. to a chiseled "X" (found), said point being in the west right-of-way of South 9th Street;

Thence along the above said right-of-way and with a new property line, S25°02'32"E a distance of 17.38 ft. to a chiseled "X" (found), said point being the northeast corner of the Paducah-McCracken County Board of Health, Inc. property (recorded in Deed Book 600, Page 746, Tract A-6);

Thence along the north property line of the above said Paducah-McCracken County Board of Health, Inc. property (Tract A-6), S64°57'28"W a distance of 115.50 ft. to a mag nail (found), said point being the northwest corner of the above said Paducah-McCracken County Board of Health, Inc. property (Tract A-6);

Thence along the west property line of the above said Paducah-McCracken County Board of Health, Inc. property (Tract A-6), S25°02'32"E a distance of 9.12 ft. to a mag nail (found), said point being the northeast corner of the Paducah-McCracken County Board of Health, Inc. property (recorded in Deed Book 600, Page 746 Tract A-3);

Thence along the north property line of the above said Paducah-McCracken County Board of Health, Inc. property, S64°57'28"W a distance of 115.50 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (found), said point being the northwest corner of the Paducah-McCracken County Board of Health, Inc. property (recorded in Deed Book 600, Page 746, Tract A-4), said point also being the northeast corner of the E-Tel/Murray, LLC property (recorded in Deed Book 1280, Page 653);

Thence along a new property line, N25°02'32"W a distance of 13.25 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S64°57'28"W a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S64°57'28"W a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set), said point being in the east right-of-way of Walter Jetton Boulevard;

Thence along the above said right-of-way, N25°02'32"W a distance of 13.25 ft. to the POINT OF BEGINNING.

The above-described Tract contains 6,599 square feet (0.151 acres).

ALLEY CLOSURE (TRACT 2) - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located south of Kentucky Avenue, west of South 9th Street, north of Washington Street, and east of Walter Jetton Boulevard, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a mag nail with shiner stamped "KJW BFW #3445" (set), said point being 160.00 ft. north of the intersection of the north right-of-way of Washington Street and the east right-of-way of Walter Jetton Boulevard, said point also being the northwest corner of the 1369 Properties, LLC property (recorded in Deed Book 1159, Page 206);

Thence along the above said right-of-way, N25°02'32"W a distance of 13.25 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S64°57'28"W a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S25°02'32"E a distance of 13.25 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set), said point being the northeast corner of the above said 1369 Properties, LLC property, said point also being the northwest corner of the E-Tel/Murray, LLC property (recorded in Deed Book 1280, Page 653);

Thence along the north property line of the above said 1369 Properties, LLC property, S64°57'28"W a distance of 57.75 ft. to the POINT OF BEGINNING.

The above-described Tract contains 765 square feet (0.018 acres).

ALLEY CLOSURE (TRACT 3) - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located south of Kentucky Avenue, west of South 9th Street, north of Washington Street, and east of Walter Jetton Boulevard, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a mag nail with shiner stamped "KJW BFW #3445" (set), said point being 160.00 ft. north of the intersection of the north right-of-way of Washington Street and the east right-of-way of Walter Jetton Boulevard, said point also being the northwest corner of the 1369 Properties, LLC property (recorded in Deed Book 1159, Page 206);

Thence along the above said right-of-way, N25°02'32"W a distance of 13.25 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, N64°57'28"E a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set), said point being the TRUE POINT OF BEGINNING;

Thence from the TRUE POINT OF BEGINNING and along a new property line, N64°57'28"E a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S25°02'32"E a distance of 13.25 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (found), said point being the northeast corner of the E-Tel/Murray, LLC property (recorded in Deed Book 1280, Page 653), said point also being the northwest corner of the Paducah-McCracken County Board of Health, Inc. property (recorded in Deed Book 600, Page 746, A-4);

Thence along the north property line of the above said E-Tel/Murray, LLC property, S64°57'28"W a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set), said point being the northwest corner of the above said E-Tel/Murray, LLC property, said point also being the northeast corner of the above said 1369 Properties, LLC property;

Thence along a new property line, N25°02'32"W a distance of 13.25 ft. to the TRUE POINT OF BEGINNING.

The above-described Tract contains 765 square feet (0.018 acres).

SECTION 2. In support of its decision to close the aforesaid public way, the Board of Commissioners hereby makes the following findings of fact:

a. Purchase District Health Department, Richard Mark Edwards (1369 Properties LLC) and Charlie McKenzie, (e- LLC) are owners of property abutting the public way which the Board of Commissioners has authorized to be closed; and a Public Right-of-Way Closure Application and Guarantee has been filed.

b. On August 3, 2026, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid alley and public way.

c. The property owners of property abutting the public way have given their written and notarized consent to the closing as is evidenced by the Public Right-of-Way Closure Application attached hereto and made part hereof (Exhibit A).

SECTION 3. All requirements of KRS 82.405(1) and (2) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute all documents necessary related to the alley closing as authorized in Section 1 above.

SECTION 5. 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, August 11, 2026

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

_____ alley – between South 9th Street and Walter Jetton Blvd.

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky, and that the foregoing is a full, true and correct copy of Ordinance No. 2026-_____ - _____, adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

City Clerk

EXHIBIT A

PUBLIC RIGHTOF-WAY CLOSURE APPLICATION



CITY OF PADUCAH, KENTUCKY
PUBLIC RIGHT-OF-WAY CLOSURE APPLICATION

Date: 7/15/2026

Application is hereby made to the Mayor and Board of Commissioners for the closing of:

Public Right-of-Way: Alley between Walter Jetton Boulevard and South 9th Street
(south of Kentucky Avenue)

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a Plat showing the Public Right-of-Way to be closed. This Application indicating consent of the Public Right-of-Way closure, has been signed and notarized by all real property owners whose land adjoins the portion of Public Right-of-Way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Public Right-of-Way Closure Guarantee" must be attached.

Respectfully submitted by all adjoining property owners:



Signature of Property Owner
Kaitlyn Krolikowski, Purchase District
Health Department

Property Owner's Name Printed

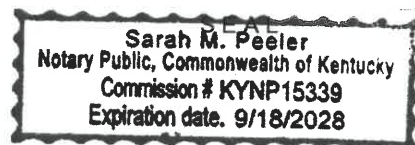
916 Kentucky Avenue

Address

STATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged
before me this 17 day of July, 2026,
by _____.

My Commission expires 09/18/2028
Sarah M. Peeler #KYNP15339
Notary Public, State at Large



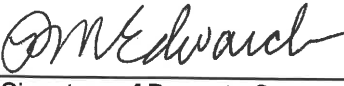
STATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged
before me this 17th day of July, 2026,
by Richard M. Edwards.

My Commission expires 9/27/29
Alisa Hopwood
Notary Public, State at Large



SEAL



Signature of Property Owner
Richard Mark Edwards, 1369 Properties, LLC

Property Owner's Name Printed

222 Walter Jetton Boulevard

Address

Charlie McKenzie
Signature of Property Owner

Charlie McKenzie, e-Tel LLC
Property Owner's Name Printed

923 Washington Street
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 17th day of July, 2020,
by [Signature]

My Commission expires 5/19/20

[Signature] KY NP 48423
Notary Public, State at Large

SEAL

Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this _____ day of _____, 20____,
by _____.

My Commission expires _____.

Notary Public, State at Large

SEAL

Signature of Property Owner

Property Owner's Name Printed

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this _____ day of _____, 20____,
by _____.

My Commission expires _____.

Notary Public, State at Large

SEAL

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF AN 8,129 SQUARE FOOT ALLEY PARALLEL TO KENTUCKY AVENUE AND WASHINGTON STREET BETWEEN SOUTH 9TH STREET AND WALTER JETTON BOULEVARD.

WHEREAS, a public hearing was held on August 3, 2026 by the Paducah Planning Commission after advertisement pursuant to law, and

WHEREAS, this Commission has duly considered said proposal and has heard and considered the objections and suggestions of all interested parties who appeared at said hearing, and

WHEREAS, this Commission adopted a proposal to vacate and close an 8,129 square foot alley parallel to Kentucky Avenue and Washington Street between South 9th Street and Walter Jetton Boulevard.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah to close said Right-of-Way as follows:

ALLEY CLOSURE (TRACT 1) - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S. #3445 and being generally located south of Kentucky Avenue, west of South 9th Street, north of Washington Street, and east of Walter Jetton Boulevard, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a mag nail (found), said point being 160.00 ft. south of the intersection of the south right-of-way of Kentucky Avenue and the east right-of-way of Walter Jetton Boulevard, said point also being the southwest corner of the McCracken County Health Department (recorded in Deed Book 383, Page 318);

Thence along the south property line of the above said McCracken County Health Department property, N64°57'28"E a distance of 346.50 ft. to a chiseled "X" (found), said point being in the west right-of-way of South 9th Street;

Thence along the above said right-of-way and with a new property line, S25°02'32"E a distance of 17.38 ft. to a chiseled "X" (found), said point being the northeast corner of the Paducah-McCracken County Board of Health, Inc. property (recorded in Deed Book 600, Page 746, Tract A-6);

Thence along the north property line of the above said Paducah-McCracken County Board of Health, Inc. property (Tract A-6), S64°57'28"W a distance of 115.50 ft. to a mag nail (found), said point being the northwest corner of the above said Paducah-McCracken County Board of Health, Inc. property (Tract A-6);

Thence along the west property line of the above said Paducah-McCracken County Board of Health, Inc. property (Tract A-6), S25°02'32"E a distance of 9.12 ft. to a mag nail (found), said point being the northeast corner of the Paducah-McCracken County Board of Health, Inc. property (recorded in Deed Book 600, Page 746 Tract A-3);

Thence along the north property line of the above said Paducah-McCracken County Board of Health, Inc. property, S64°57'28"W a distance of 115.50 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (found), said point being the northwest corner of the Paducah-McCracken County Board of Health, Inc. property (recorded in Deed Book 600, Page 746, Tract A-4), said point also being the northeast corner of the E-Tel/Murray, LLC property (recorded in Deed Book 1280, Page 653);

Thence along a new property line, N25°02'32"W a distance of 13.25 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S64°57'28"W a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S64°57'28"W a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set), said point being in the east right-of-way of Walter Jetton Boulevard;

Thence along the above said right-of-way, N25°02'32"W a distance of 13.25 ft. to the POINT OF BEGINNING.

The above-described Tract contains 6,599 square feet (0.151 acres).

ALLEY CLOSURE (TRACT 2) - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located south of Kentucky Avenue, west of South 9th Street, north of Washington Street, and east of Walter Jetton Boulevard, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a mag nail with shiner stamped "KJW BFW #3445" (set), said point being 160.00 ft. north of the intersection of the north right-of-way of Washington Street and the east right-of-way of Walter Jetton Boulevard, said point also being the northwest corner of the 1369 Properties, LLC property (recorded in Deed Book 1159, Page 206);

Thence along the above said right-of-way, N25°02'32"W a distance of 13.25 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S64°57'28"W a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S25°02'32"E a distance of 13.25 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set), said point being the northeast corner of the above said 1369 Properties, LLC property, said point also being the northwest corner of the E-Tel/Murray, LLC property (recorded in Deed Book 1280, Page 653);

Thence along the north property line of the above said 1369 Properties, LLC property, S64°57'28"W a distance of 57.75 ft. to the POINT OF BEGINNING.

The above-described Tract contains 765 square feet (0.018 acres).

ALLEY CLOSURE (TRACT 3) - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located south of Kentucky Avenue, west of South 9th Street, north of Washington Street, and east of Walter Jetton Boulevard, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a mag nail with shiner stamped "KJW BFW #3445" (set), said point being 160.00 ft. north of the intersection of the north right-of-way of Washington Street and the east right-of-way of Walter Jetton Boulevard, said point also being the northwest corner of the 1369 Properties, LLC property (recorded in Deed Book 1159, Page 206);

Thence along the above said right-of-way, N25°02'32"W a distance of 13.25 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, N64°57'28"E a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set), said point being the TRUE POINT OF BEGINNING;

Thence from the TRUE POINT OF BEGINNING and along a new property line, N64°57'28"E a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S25°02'32"E a distance of 13.25 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (found), said point being the northeast corner of the E-Tel/Murray, LLC property (recorded in Deed Book 1280, Page 653), said point also being the northwest corner

of the Paducah-McCracken County Board of Health, Inc. property (recorded in Deed Book 600, Page 746, A-4);

Thence along the north property line of the above said E-Tel/Murray, LLC property, S64°57'28"W a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set), said point being the northwest corner of the above said E-Tel/Murray, LLC property, said point also being the northeast corner of the above said 1369 Properties, LLC property;

Thence along a new property line, N25°02'32"W a distance of 13.25 ft. to the TRUE POINT OF BEGINNING.

The above-described Tract contains 765 square feet (0.018 acres).

SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

SECTION 3. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 4. Any agreements between the parties that are affected by the closure of these Right-of-Ways shall be forwarded to the Board of Commissioners with this Resolution.



Bob Wade, Chairman

Adopted by the Paducah Planning Commission on August 3, 2026

PROPERTY NOTES:

CLIENT:
McCRACKEN COUNTY HEALTH DEPARTMENT
916 KENTUCKY AVE
PADUCAH, KENTUCKY 42003

OWNERS:
PADUCAH-McCRACKEN COUNTY
BOARD OF HEALTH, INC.
PADUCAH, KENTUCKY 42003

SOURCE OF TITLE:
DEED BOOK 600, PAGE 746
DEED BOOK 383, PAGE 318

PLAT REFERENCES:
NONE

AREA SUMMARY:

TRACT 1: 6,599 SQUARE FEET 0.151 ACRES	TRACT 2: 765 SQUARE FEET 0.018 ACRES	TRACT 3: 765 SQUARE FEET 0.018 ACRES
--	--	--

INTENT:

THE INTENT OF THIS PLAT IS TO CLOSE THE ALLEY
BETWEEN WALTER JETTON BOULEVARD AND SOUTH 9th
STREET AS SHOWN HEREON.

FLOOD ZONE INFORMATION:

THIS PROPERTY IS LOCATED IN FLOOD ZONE X, "AREAS WITH
REDUCED FLOOD RISK DO TO LEVEE", AS SHOWN ON THE
NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO.
21145C0153F, EFFECTIVE NOVEMBER 2, 2011.

ZONING INFORMATION:

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "B-3"
ZONE "B-3" = GENERAL BUSINESS ZONE.

MINIMUM YARD REQUIREMENTS:

1. FRONT YARD: NONE
2. SIDE YARD: NONE
3. REAR YARD: NONE

MINIMUM AREA REQUIREMENTS:

1. MINIMUM LOT AREA: NONE
2. MINIMUM LOT WIDTH: NONE

MAXIMUM BUILDING HEIGHT:
NONE

MAXIMUM LOT COVERAGE:
NONE

MAYOR'S CERTIFICATE OF APPROVAL

IN ACCORDANCE WITH KENTUCKY REVISED STATUES CHAPTER 82 AND BY
ORDINANCE # _____ I HEREBY CERTIFY THAT THE PUBLIC WAY AS SHOWN
ON THIS PLAT HAS BEEN OFFICIALLY CLOSED.

MAYOR, CITY OF PADUCAH _____ DATE _____

PLANNING AND ZONING CERTIFICATE OF APPROVAL

UNDER THE AUTHORITY PROVIDED BY KRS CHAPTER 100 ADOPTED BY THE PLANNING
COMMISSION OF THE CITY OF PADUCAH, THIS PLAT HAS BEEN ACCEPTED AS FOLLOWS:

APPROVED BY PADUCAH, PLANNING AND ZONING DEPARTMENT ON THE _____
DAY OF _____, 20____.

SECRETARY OF THE PLANNING AND ZONING COMMISSION _____

STATE OF KENTUCKY, COUNTY OF McCRACKEN CERTIFICATE OF
RECORDING

I HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LOGGED 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 _____ DAY OF _____
AND RECORDED IN PLAT SECTION _____, PAGE _____.

McCRACKEN COUNTY COURT CLERK _____ DEPUTY COURT CLERK _____

SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY THAT THIS REPRESENTS A TOPOGRAPHIC AND
BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150. AND THAT THE
BOUNDARY INFORMATION SHOWN HEREON WAS PERFORMED UNDER MY
DIRECT SUPERVISION BY USING REAL TIME KINEMATIC "RTK" GPS (TRIMBLE
R12iRB GPS UNIT & TRIMBLE S5 ROBOTIC TOTAL STATION). BEARINGS AND
DISTANCES SHOWN HEREON ARE COMPUTED USING GRID COORDINATES.
THE ACCURACY AND PRECISION OF SAID SURVEY MEETS OR EXCEEDS
SPECIFICATIONS OF AN "URBAN" SURVEY.
DATE OF SURVEY: JUNE 23, 2026

K. JETT WOOD, P.L.S. #3445 _____ DATE _____

THIS PROPERTY IS SUBJECT TO ALL PREVIOUSLY CONVEYED RIGHT-OF-WAYS
AND EASEMENTS. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF
A TITLE OPINION.



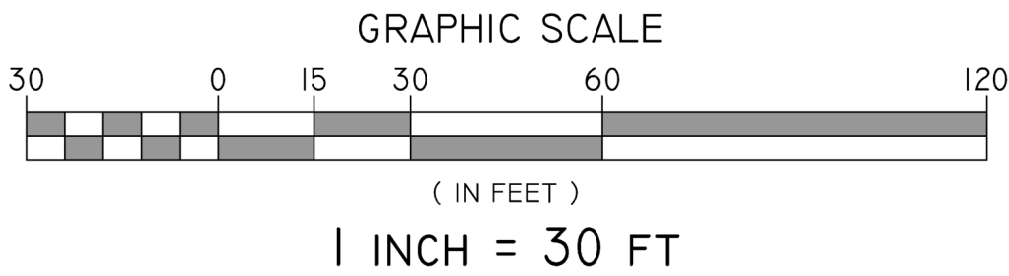
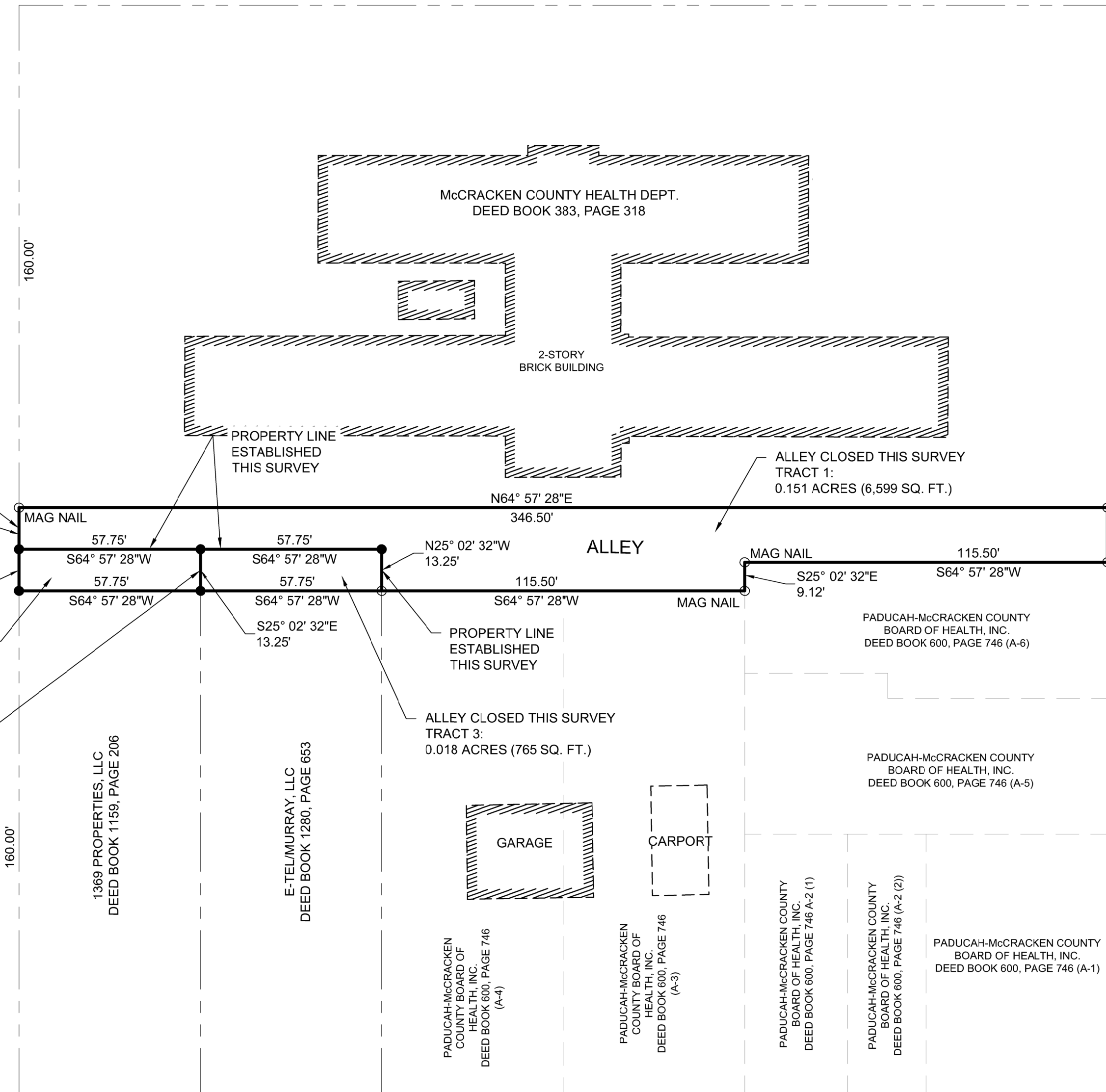
INFORMATION SHOWN HEREON
BASED ON KENTUCKY STATE
PLANE COORDINATE SYSTEM
(SINGLE ZONE)

WALTER JETTON BLVD.
(100' R/W)

PROPERTY LINE
ESTABLISHED
THIS SURVEY

ALLEY CLOSED THIS SURVEY
TRACT 2:
0.018 ACRES (765 SQ. FT.)

PROPERTY LINE
ESTABLISHED
THIS SURVEY



CERTIFICATE OF OWNERSHIP

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

OWNER'S SIGNATURE _____ DATE _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE
STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING
CERTIFICATE WAS THIS DAY PRESENTED TO ME BY _____
WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A
FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC SIGNATURE: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF OWNERSHIP

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

OWNER'S SIGNATURE _____ DATE _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE
STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING
CERTIFICATE WAS THIS DAY PRESENTED TO ME BY _____
WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A
FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

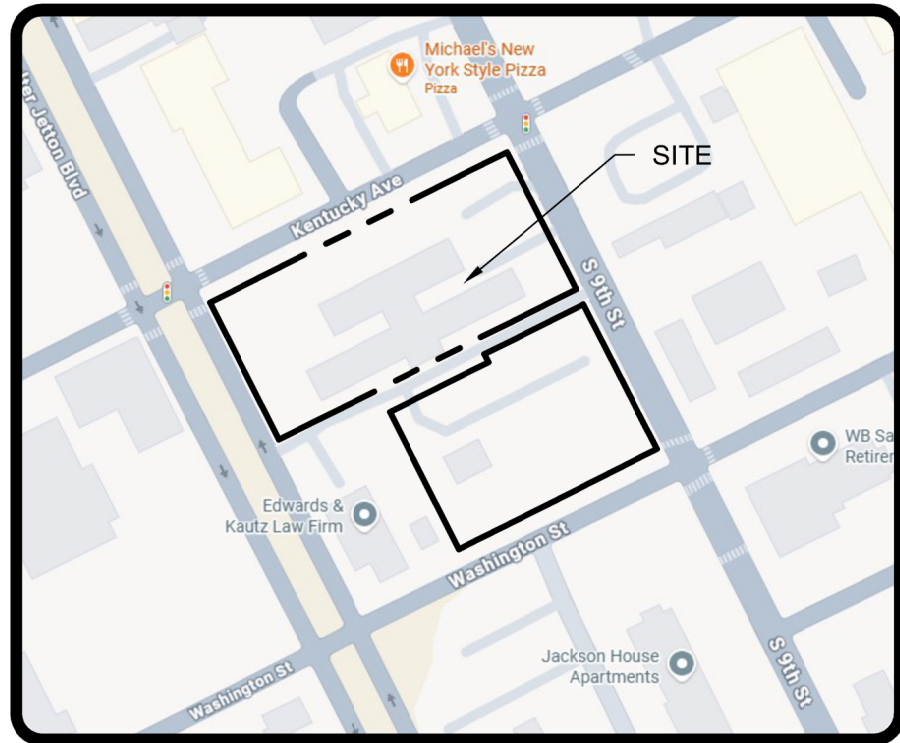
SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC SIGNATURE: _____

MY COMMISSION EXPIRES: _____

LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- ADJOINING PROPERTY LINE
- ORIGINAL PROPERTY LINE
- BUILDING
- ROADWAY CENTERLINE
- EXISTING BUILDING
- MAG NAIL WITH SHINER
STAMPED "BFW KJW #3445" (SET)
- 1/2" DIAMETER X 18" LONG REBAR & CAP
STAMPED "BFW KJW #3445" (FOUND), UNLESS
OTHERWISE NOTED



VICINITY MAP

CERTIFICATE OF OWNERSHIP

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

OWNER'S SIGNATURE _____ DATE _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE
STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING
CERTIFICATE WAS THIS DAY PRESENTED TO ME BY _____
WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A
FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC SIGNATURE: _____

MY COMMISSION EXPIRES: _____

UTILITY OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT WE THE UTILITY OWNER'S HEREBY ACKNOWLEDGES THE PORTION OF
PUBLIC WAY PROPOSED TO BE CLOSED AS SHOWN AND DESCRIBED HEREON AND WILL NOT HAVE
ANY EXISTING OR CURRENT INTEREST OF THE PUBLIC WAY CONSIDERED FOR CLOSURE AS SHOWN
AND DESCRIBED HEREON. ALL EXISTING UTILITY LINES SHALL BE RELOCATED OR REMOVED WITHIN
THE PROPOSED PORTION OF PUBLIC WAY TO BE CLOSED.

PADUCAH WATER WORKS SIGNATURE _____ DATE (MM/DD/YYYY)

PADUCAH WATER WORKS TITLE _____

ATMOS ENERGY SIGNATURE _____ DATE (MM/DD/YYYY)

ATMOS ENERGY TITLE _____

PADUCAH POWER SYSTEM SIGNATURE _____ DATE (MM/DD/YYYY)

PADUCAH POWER SYSTEM TITLE _____

COMCAST CABLE SIGNATURE _____ DATE (MM/DD/YYYY)

COMCAST CABLE TITLE _____

AT&T SIGNATURE _____ DATE (MM/DD/YYYY)

AT&T TITLE _____

JOINT SEWER AGENCY SIGNATURE _____ DATE (MM/DD/YYYY)

JOINT SEWER AGENCY TITLE _____



Paducah, KY Office

2301 McCracken Blvd, Paducah, KY 42001
270-443-1995 / BFWengineers.com

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.

ALLEY CLOSURE
916 KENTUCKY AVENUE
PADUCAH, KENTUCKY

McCRACKEN COUNTY HEALTH DEPARTMENT

Revisions :

#	Description	Date

Drawn By: KNP
Checked By: KJW
Issue Date: 7/15/2026
Project No: 26283

Sheet Title
ALLEY CLOSURE

Sheet No.

SV 1.0

Agenda Action Form Paducah City Commission

Meeting Date: August 25, 2026

Short Title: FY2026 Budget Amendment - L. DELANEY

Category: Ordinance

Staff Work By: Audra Kyle,
Lauren Delaney
Presentation By: Lauren
Delaney

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: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: We recommend the Commission approve FY2026 mid-year budget amendment.

Attachments:

1. ORD budget amend FY26 Final August
2. FY2026 Budget Amendment Descriptions #3

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, proceeds from the sale of fire trucks in the amount of \$98,100 will be utilized for future fire truck replacement; and

WHEREAS, sponsorships totaling \$20,000 were received for the 4th of July; and

WHEREAS, expenses related to the 2013A & 2018B bond redemption/defeasance exceeded available debt service fund cash balance by \$24,573; and

WHEREAS, funds in the amount of \$25,000 were appropriated in FY2025 to be set aside for the Paxton Park succession planning project were not transferred and lapsed at the close of that fiscal year; and

WHEREAS, transient room tax revenue and related expenditures exceeded original budget by \$158,871; and

WHEREAS, general fund technology appropriations of \$144,164 were transferred into a project because the receipt of the equipment will be after 6/30/26; and

WHEREAS, the 2025 Bulletproof Vest Grant award and required local match was \$1,332 less than anticipated; and

WHEREAS, a transfer from the general fund of \$7,000 was made to fund the Albert Jones Park Trail project; and

WHEREAS, fire general fund appropriations of \$39,656 were transferred into a project because the receipt of CPAT equipment will be after 6/30/26; and

WHEREAS, donations totaling \$7,353 were received to support the tree and bench memorial; and

WHEREAS, police general fund appropriations of \$5,355 were transferred into a project because the equipment purchased will be received after 6/30/26; and

WHEREAS, \$250,000 was transferred from the general fund operating budget to a project for an infrastructure incentive to be paid in a future year; and

WHEREAS, 2024 Bulletproof Vest Grant and local match requirement was \$1,051 more than anticipated; and

WHEREAS, \$154,000 was transferred from the investment fund into a project for the FY26 IDA allocation to be paid in a future year;

WHEREAS, lien recoveries provided an additional \$48,262 for reinvestment;

WHEREAS, FY2026 annual contributions totaling \$67,755 were received to support GIS operations; and

WHEREAS, the City received \$72,184.82 from the Commonwealth of KY, which will be used to pay for underground storage tank cleanup expenses; and

WHEREAS, donations totaling \$2,913 were received to support non-grant Warrior Wednesday and Nextop Veterans event expenditures; and

WHEREAS, expenditures increased by \$5,901 in the debt service fund to reflect the cost of professional services related to the redemption of Bond Series 2013A and the defeasance of Bond Series 2018B approved by Municipal Order No. 3212; and

WHEREAS, additional budget is required to reflect increased health insurance activity, with both revenues and expenditures rising by \$421,154.

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. 2026-06-8847, be amended by the following re-appropriations:

- Increase revenue and expenditures for the General Fund by \$20,000 and \$118,100, respectively
- Increase expenditures for the Investment Fund by \$49,573
- Increase revenue and expenditures for the Room Tax Fund by \$158,871
- Increase revenue and expenditures for the Capital Projects Fund by \$820,449
- Increase revenue and expenditures for the Grant Fund by \$2,913
- Increase expenditures for the Debt Service Fund by \$7,127
- Increase revenue for the Fleet Lease Trust Fund by \$98,100
- Increase revenue and expenditures for the Health Insurance Fund by \$421,154

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 Final August

FY2026 BUDGET AMENDMENT #3

DESCRIPTIONS BY FUND

GENERAL FUND (1000)

Transfer out to fleet lease trust fund for proceeds from sale of fire trucks.

Increase: Transfer out to Fleet Lease Trust Fund (exp)	10009999 597100	\$98,100
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Establish additional budget for July 4th sponsorships.

Increase: Other Income - Parks (rev)	1000 480750	\$20,000
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Increase: Parks Appropriations (exp)	10002405 535270	\$20,000
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INVESTMENT FUND (2400)

Transfer out to debt service fund for expenses related to 2013A & 2018B bond redemption/defeasance.

Increase: Transfers out to Debt Service Fund (exp)	24009999 593000	\$24,573
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ROOM TAX FUND (2800)

Establish additional budget for transient room tax revenue and related expenditures.

Increase: Room Tax (rev)	2800 410450	\$158,871
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Increase: CVB Appropriations (exp)	28000217 580770	
		\$119,153

Increase: PMCCC Appropriations (exp)	28000217 580780	\$39,718
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CAPITAL PROJECTS FUND (4000)

Transfer in from general fund to open a project for the purchase of technology equipment that will be received after 6/30/26.

Increase: Transfer in from General Fund (rev)	40009999 491000	\$144,164
Increase: Technology Appropriations (exp)	40000501 523070	
\$144,164		

Adjust to actual 2025 Bulletproof Vest Grant amount received & applicable matching funds.

Decrease: Capital Grant – Public Safety (rev)	4000 420145	\$666
Decrease: Transfer in from General Fund (rev)	40009999 491000	\$666
Decrease: Police Appropriations (exp)	40001601 523070	\$1,332

Transfer in from the general fund for the Albert Jones Park Trail project.

Increase: Transfer in from General Fund (rev)	40009999 491000	\$7,000
Increase: Parks Appropriations (exp)	40002401 523070	\$7,000

Transfer in from the general fund to open a project for the purchase of CPAT equipment that will be received after 6/30/26.

Increase: Transfer in from General Fund (rev)	40009999 491000	\$39,656
Increase: Fire Appropriations (exp)	40001801 523070	\$39,656

Establish additional budget to reflect donations (Noble Park trees)

Increase: Private Donations (rev)	4000 481300	\$7,353
Increase: Parks Appropriations (exp)	40002401 523070	\$7,353

Transfer in from general fund to open a project for the purchase of police equipment that will be received after 6/30/26.

Increase: Transfer in from General Fund (rev)	40009999 491000	\$5,355
Increase: Police Appropriations (exp)	40001601 523070	\$5,355

Transfer in from general fund for ALOFT infrastructure incentive.

Increase: Transfer in from General Fund (rev)	40009999 491000	\$250,000
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Increase: General Government Appropriations (exp)	40000102 523070	\$250,000
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Transfer in from general fund for 2024 Bulletproof Vest Grant awarded.

Increase: Transfer in from General Fund (rev)	40009999 491000	\$525.59
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Increase: Capital Grant – Public Safety (rev)	4000 420145	\$525.59
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Increase: Public Safety Appropriations (exp)	40001601 523070	\$1,051.18
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Transfer in from investment fund to put FY26 IDA allocation into a project.

Increase: Transfer in from Investment Fund (rev)	40009999 492400	\$154,000
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Increase: General Government Appropriations (exp)	40000102 523070	\$154,000
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Establish additional budget to reflect foreclosure recoveries.

Increase: Property Upkeep (rev)	4000 451200	\$48,262
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Increase: Fire Appropriations (exp)	40001801 523070	\$48,262
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Establish additional budget for GIS contributions.

Increase: Private Donations (rev)	4000 481300	\$67,755
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Increase: Technology Appropriations (exp)	40000501 523070	
		\$67,755

Establish budget for underground storage tank cleanup reimbursement from State.

Increase: Capital Grant – Plan & Dev (rev)	4000 420160	\$72,184.82
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Increase: Planning Appropriations (exp)	40001201 523070	\$72,184.82
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GRANT FUND (2600)

Establish budget for sponsorships (WORC Grant).

Increase: Private Donations (rev)	2600 481300	\$2,913
Increase: Grant Appropriations (exp)	26000212 523070	\$2,913

DEBT SERVICE FUND (3000)

Establish budget for professional services related to redemption of Bond Series 2013A and defeasance of Bond Series 2018B.

Increase: Debt Service Appropriations (exp)	30000209 523070	\$5,901
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Establish budget for adjustments to KIA principal & interest payments.

Increase: Principal KIA 2018	30000209 550810	\$1,131
Increase: Interest KIA 2018	30000209 550820	\$95

HEALTH INSURANCE FUND (7300)

Establish additional budget for health insurance revenue and expenses.

Increase: Insurance – Cancel/Refunds (rev)	7300 472100	\$257,076
Increase: Insurance – City of Paducah (rev)	7300 472550	\$24,087
Increase: Insurance – Retiree Life (rev)	7300 472600	\$962
Decrease: Administrative (exp)	73000208 520010	\$22,863
Increase: Claims (exp)	73000208 521070	\$484,248
Decrease: Premiums paid (exp)	73000208 521080	\$16,279
Decrease: Death Benefits (exp)	73000208 521090	\$8,782
Decrease: Other Contractual Service (exp)	73000208 523070	\$12,111
Decrease: Medical Spending Accounts (exp)	73000208 524400	\$3,059
Increase: Use of prior year rev/unreserved fund balance (rev)		\$139,029

Agenda Action Form

Paducah City Commission

Meeting Date: August 25, 2026

Short Title: Amend Chapter 78 Personnel Ordinance to Remove Retiree Life Insurance Benefit - S.
WILCOX

Category: Ordinance

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information: The Chapter 78 Personnel Ordinance is being amended to eliminate the retiree life insurance benefit effective September 1, 2026.

For many years, the City provided retirees with access to life insurance coverage through an insurance carrier at a discounted rate. In 2024, the City's insurance carrier discontinued this coverage, requiring the City to self-insure the benefit. Since that time, the cost of providing the benefit has increased to a level that is no longer financially sustainable.

Accordingly, the retiree life insurance benefit was removed from all collective bargaining agreements effective July 1, 2026, and this ordinance amendment aligns the Personnel Ordinance with those changes.

Current participants and employees who retire before the September 1, 2026, effective date will be grandfathered into the program and will continue to receive the benefit.

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 the amended ordinance removing retiree life insurance effective September 1, 2026.

Attachments:

1. ORD 78-40 Group Life and Medical Insurance
2. Sec. 78_40.____Group_life_and_medical_insurance REDLINED

AN ORDINANCE AMENDING CHAPTER 78 "PERSONNEL" SEC. 40, "GROUP LIFE AND MEDICAL INSURANCE", OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That Sec. 78-40 "Group Life and Medical Insurance" of the Code of Ordinances of the City of Paducah, Kentucky, is hereby amended to read as follows:

Sec. 78-40. Group life and medical insurance.

- (a) The City shall provide group life and medical insurance for all full-time permanent employees of the City in accordance with applicable insurance contract specifications and as set forth and established by the City from time to time. Any benefits that differ from what the City offers permanent full-time employees will be defined in the Collective Bargaining Agreements.
- (b) ~~Upon retirement of an employee participating in the group life insurance plan, the employee may continue coverage in the amount of \$4,000.00, for which the retiree shall pay fifty (50) percent of the total monthly premium. In no event shall the City pay more than fifty (50) percent of any such premium. Retiree Life Insurance will no longer be offered effective September 1, 2026. Any retiree taking coverage prior to that date will be grandfathered in according to the terms of the plan.~~
- (c) Any retiree of the Police and Firemen's Fund who elects to remain a member of the City's group health insurance shall pay the premiums attributable to that retiree, monthly, in advance. Eligibility for retirees is pursuant to the City of Paducah Medical, Prescription Drug, Vision and Dental Master Plan Document as accepted and effective July 1, 1999, and as may be amended from time to time.
- (d) Pursuant to an agreement between the City and the Fraternal Order of Police bargaining unit, the City's group life insurance policy shall contain a rider providing for double indemnity for a police officer killed in the line of duty and additional benefits for loss of limb or sight. These additional benefits shall become effective May 1, 1996.

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 August 11, 2026

Adopted by the Board of Commissioners _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\\pers\\78-40

Sec. 78-40. Group life and medical insurance.

- (a) The City shall provide group life and medical insurance for all full-time permanent employees of the City in accordance with applicable insurance contract specifications and as set forth and established by the City from time to time. Any benefits that differ from what the City offers non-union permanent full-time employees will be defined in the Collective Bargaining Agreements.
- (b) ~~Upon retirement of an employee participating in the group life insurance plan, the employee may continue coverage in the amount of \$4,000.00, for which the retiree shall pay fifty (50) percent of the total monthly premium. In no event shall the City pay more than fifty (50) percent of any such premium. Retiree Life Insurance will no longer be offered effective September 1, 2026. Any retiree taking coverage prior to that date will be grandfathered in according to the terms of the plan.~~
- (c) Any retiree of the Police and Firemen's Fund who elects to remain a member of the City's group health insurance shall pay the premiums attributable to that retiree, monthly, in advance. Eligibility for retirees is pursuant to the City of Paducah Medical, Prescription Drug, Vision and Dental Master Plan Document as accepted and effective July 1, 1999, and as may be amended from time to time.
- (d) Pursuant to an agreement between the City and the Fraternal Order of Police bargaining unit, the City's group life insurance policy shall contain a rider providing for double indemnity for a police officer killed in the line of duty and additional benefits for loss of limb or sight. These additional benefits shall become effective May 1, 1996.

(Code 1968, §§ 2-28, 2-29; Code 1996, § 35.23; Code 1997, § 78-40; Ord. No. 96-4-5484, 4-23-1996; Ord. No. 99-7-6072, § 1, 7-13-1999; Ord. No. 2009-4-7530, § 9, 4-14-2009; Ord. No. 2024-11-8826, § 1, 10-22-2024)