



Amended 12/9/24

**CITY COMMISSION MEETING
AGENDA FOR DECEMBER 10, 2024
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

PROCLAMATION Homeless Persons' Memorial Day

NEW EMPLOYEE INTRODUCTION Ashley Kearney, Recreation Supervisor - T. MORSCHING

PRESENTATION Christmas Parade Award Winners - T. MORSCHING

PRESENTATION Years of Service Plaque Presentation

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 November 27, 2024, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Appointment of Kay Cochran to the Civic Beautification Board
	D.	Appointment of Lanie Fearon to the Barkley Regional Airport Authority Board
	E.	<u>Appointment of James "Jason" Coltharp to the Paducah-McCracken 911 Parcel Fee Appeals Board</u>
	F.	Personnel Actions
	G.	Amend Tyler Contract to Add Capital Budget and Remove Capital Projects Explorer - E. STUBER

		H.	Contract with Galls LLC for uniforms and gear for police officers - B. LAIRD
		I.	Accept Donation of Property Located at 1200 Caldwell Street - C. GAULT
		J.	Accept Donation of Property Located at 854 Main Street - G. CHERRY
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Approve the Creative and Cultural Council's Request for Proposal for a Public Art Project in the Walter Jetton/Southside neighborhood - C. GAULT
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Amend Chapter 106 of the Code of Ordinances related to business licenses - D. JORDAN
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	2025A General Obligation Bonds - D. JORDAN
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VI.	<u>EXECUTIVE SESSION</u>	

November 27, 2024

At a Special Called Meeting of the Paducah Board of Commissioners held on Wednesday, November 27, 2024, at 3:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by City Clerk, Lindsay Parish, the following answered to their names: Commissioners Henderson, Wilson, and Mayor Bray (3). Commissioner Guess arrived at 3:09 p.m. Commissioner Smith was unable to attend the meeting.

INVOCATION

Commissioner Henderson led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PROCLAMATION:

Communication Manager Pam Spencer offered the following summary:

Crash Responder Safety Month Proclamation

“Mayor George Bray and McCracken County Judge Executive Craig Clymer are proclaiming November as Crash Responder Safety Month. With the presence of Interstate 24, Paducah and McCracken County see a significant amount of traffic which, unfortunately, leads to crashes. In light of upcoming bridge work on the I-24 bridge over the Ohio River, both governments want the public to reduce risks to first responders and to all road users by following Slow Down and Move Over Laws and by not being a distracted, impaired, or drowsy motorists.

The Illinois Department of Transportation (IDOT) is planning work zone lane restrictions on the Interstate 24 Ohio River Bridge, which connects Metropolis to Paducah, starting Monday, December 2. Over a two-week period, crews will be inspecting the bridge. IDOT is preparing for a multi-year rehabilitation project on the bridge which is set to begin in spring 2025.”

CONSENT AGENDA

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

I(A)	Approve Minutes for the November 12, 2024, Board of Commissioners Meeting
I(B)	Receive and File Documents: <u>Contract File:</u> 1. Contract with Equature for 911 Recording Hardware and Software - \$88,057.50 MO #2979 2. Contract For Services with Sprocket - \$100,000 – MO #2982 3. Construction Contract with Jim Smith Contracting, Inc. Paducah Riverfront Infrastructure Improvement Project - BUILD Grant – MO #2985

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	4. Renewal Form with Accela (formerly Open Counter) – signed by Lindsay Parish, Clerk <u>Financials:</u> 1. Electric Plant Board – Audited Financial Statements – Years Ended June 30, 2024 & 2023
I(C)	Personnel Actions
I(D)	Appointment of Kevin Kauffeld and Joint Appointment of Jewel Jones to the Paducah-McCracken County Joint 911 Parcel Fee Appeals Board. These terms shall expire November 27, 2026.
I(E)	Reappointment of Amanda Johnson and Michael Campbell and Appointment of Chad Clark to the Historical & Architectural Review Commission (HARC). These terms shall expire November 27, 2025, November 27, 2026 and November 27, 2027, respectively.
I(F)	A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, AUTHORIZING AND APPROVING A COOPERATIVE PURCHASE PROGRAM PARTICIPATION AGREEMENT WITH SOURCEWELL, AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME. (MO #2986; BK 13)
I(G)	A MUNICIPAL ORDER APPROVING THE PURCHASE OF A HORIZONTAL GRINDER AND 80' CONVEYER/STACKER FROM VERMEER MIDWEST IN THE AMOUNT OF \$749,274.38 THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM PARTICIPATION AGREEMENT (MO #2987; BK 13)
I(H)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FOR AN ASSISTANCE TO FIREFIGHTERS GRANT IN AN AMOUNT OF \$51,300 FOR THE PADUCAH FIRE DEPARTMENT (MO #2988; BK 13)
I(I)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF FIFTY (50) RADIOS FROM COMMUNICATIONS INTERNATIONAL IN THE AMOUNT OF \$218,325 TO BE USED BY THE PADUCAH FIRE DEPARTMENT (MO #2989; BK 13)
I(J)	A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF SIX SELF-CONTAINED BREATHING APPARATUS (SCBA) AND SIX 45-MINUTE CYLINDERS FOR THE PADUCAH FIRE DEPARTMENT IN A TOTAL AMOUNT OF \$49,380 THROUGH THE KCTCS STATE CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2990; BK 13)
I(K)	A MUNICIPAL ORDER AUTHORIZING PURCHASE OF REAL PROPERTY LOCATED AT 600 GLENWOOD DRIVE, PADUCAH, McCRACKEN COUNTY, KENTUCKY (MO #2991; BK 13)

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

Adopted on call of the roll yeas, Commissioners Henderson, Wilson and Mayor Bray (3).

RESOLUTION

November 27, 2024

TRANSFER OF SECTION 8 PROGRAM

Commissioner Wilson offered Motion, Seconded by Commissioner Guess, that the Board of Commissioners adopt a Resolution entitled, “A RESOLUTION APPROVING THE TRANSFER OF THE CITY OF PADUCAH SECTION 8 PROGRAM TO THE HOUSING AUTHORITY OF PADUCAH.”

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

MUNICIPAL ORDER

EMPLOYMENT AGREEMENT WITH GREGORY GUEBERT – CITY ENGINEER

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND GREGORY GUEBERT FOR EMPLOYMENT AS CITY ENGINEER, AND AUTHORIZING THE MAYOR TO EXECUTE SAME.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Wilson and Mayor Bray (4). (MO #2992; BK 13)

APPROVE CONTRACT FOR SERVICES WITH COLUMBIA ART HOUSE, INC. FOR THE COLUMBIA THEATRE FAÇADE RENOVATION

Commissioner Wilson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES WITH COLUMBIA ART HOUSE, INC. FOR THE COLUMBIA THEATRE FAÇADE STABILIZATION AND AUTHORIZING PAYMENT TO COLUMBIA ART HOUSE IN THE LESSER OF EITHER \$500,000 OR ONE-HALF OF THE AGGREGATE AMOUNT OF ALL INVOICES SUBMITTED .”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Wilson and Mayor Bray (4). (MO #2993; BK 13)

ORDINANCE ADOPTIONS

AMEND CHAPTER 2 OF THE CODE OF ORDINANCES RELATED TO THE FIRE DEPARTMENT

Commissioner Henderson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.” This Ordinance is summarized as follows: this Ordinance amends Chapter 2, Division 5 “Fire Department” of the Code of Ordinances of the City of Paducah to update antiquated language and to remove

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language that is already covered by the contract with IAFF Local 168.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Wilson and Mayor Bray
(4). (ORD 2024-11-8829; BK 37)

AMEND CHAPTER 46 OF THE CODE OF ORDINANCES RELATED TO ADDRESSING

Commissioner Guess offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 46 OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.” This Ordinance is summarized as follows: This Ordinance amends Chapter 46 of the Paducah Code of Ordinances to add language requiring any owner of a business or residential structure to change or update an address or property identifier within thirty (30) days of notification of an address revision by the Fire Prevention Division. This ordinance also creates a new section to outlay the process for warnings, penalties, and enforcement of the ordinance requirements.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Wilson and Mayor Bray
(4). (ORD 2024-11-8830; BK 37)

AMEND CHAPTER 78 “PERSONNEL” OF THE CODE OF ORDINANCES

Commissioner Wilson offered Motion, seconded by Commissioner Guess, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 78 PERSONNEL, ARTICLE II ‘BENEFITS AND LEAVES’ AND ARTICLE III ‘COMPENSATION’ OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.” This Ordinance is summarized as follows: This Ordinance Amends Chapter 78, Article II of the Code of Ordinances to include Veteran’s Day (November 11th) as a day during each calendar year on which all City employees will be granted a holiday.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Wilson and Mayor Bray
(4). (ORD 2024-11-8831; BK 37)

ORDINANCE INTRODUCTION

AMEND CHAPTER 106 OF THE CODE OF ORDINANCE RELATED TO BUSINESS LICENSE

Commissioner Guess offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled: “AN ORDINANCE AMENDING CHAPTER 106, ARTICLE III, GROSS RECEIPTS LICENSE TAX, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.” This Ordinance is summarized as follows: This Ordinance amends Chapter 106, Article III, of the Code of Ordinances to add clarifying language that the Gross Receipts License Tax applies to each separate business entity location.

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COMMENTS

CITY MANAGER:

- Reminded the public that with the exception of emergency services, City departments will be closed Thursday and Friday for the Thanksgiving holiday.
- Saturday is Small Business Saturday, November 30, and everyone is urged to shop locally.
- Christmas Parade will be Saturday, December 7 in downtown Paducah.

CITY COMMISSIONER WILSON

- Reminded everyone that the lights will be turned on in Noble Park tonight (Wednesday, November 27)

ADJOURN

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

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

TIME ADJOURNED: 3:24 p.m.

ADOPTED: December 10, 2024

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

December 10, 2024

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Notice of Special Called Meeting – November 27, 2024 and cancellation of November 26, 2024, Regular Meeting

Contract File:

1. Interlocal Participation Agreement for Cooperative Purchasing with Buy Board – MO #2912
2. Termination of Subdivision Performance and Warranty Surety Bond Agreement – Walker Properties – Trails End Development – MO #2944
3. Subdivision Performance and Warranty Surety Bond – Trails End Development LLC – MO #2945
4. Amended Tyler Technologies CAD Contract (Ord 2018-4-8524) for Flow MSP addition – MO #2978
5. Grant Assistance Agreement – Paducah Water – MO #2980
6. Subordination Agreement with Independence Bank – Musselman - 3141 Broadway - MO #2981
7. Contract with Vermeer Midwest – Horizontal Grinder and conveyer/stacker – MO #2987
8. Employment Agreement - Gregory Guebert – City Engineer – MO #2992
9. Agreement To Establish Paducah/McCracken County Geographic Information System (GIS) – Ord. 2024-10-8825
10. Agreement For Provision of Emergency 911 Services – Ord. 2024-10-8827

Financials:

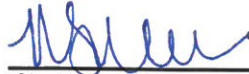
1. Paducah Water Works – Month Ended 10-31-2024
2. 2023-2024 Annual Report – WKCTC Television Department

Bids and Proposals File:

1. Robert Coleman Sprayground Project
All bids and proposals rejected – MO #2983

CITY OF PADUCAH
December 10, 2024

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



City Manager's Office Signature



Date

CITY OF PADUCAH
PERSONNEL ACTIONS
December 10, 2024

NEW HIRES - FULL-TIME (F/T)

<u>PLANNING</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Dennis, Morgan N.	Planner I	\$25.97/hr	NCS	Ex	January 9, 2025

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

<u>E911</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Bugg, Gregory Patrick	Assistant 911 Communications Service Manager \$31.87/hr	Assistant 911 Communications Service Manager \$33.67/hr	NCS	Ex	November 28, 2024
Coraggio, Anthony P.	Supervisor \$26.90/hr	Supervisor \$27.57/hr	NCS	Non-Ex	November 28, 2024
Sallee, Michael Ryan	Telecommunicator \$20.77/hr	Telecommunicator \$21.19/hr	NCS	Non-Ex	September 19, 2024

CUSTOMER EXPERIENCE

Bryant, Cathy M.	Revenue Technician I \$20.36/hr	Senior CX Representative \$25.48/hr	NCS	Ex	December 12, 2024
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FINANCE

Gipson, Erica	Revenue Auditor \$30.56/hr	Revenue Auditor \$31.17/hr	NCS	Ex	October 31, 2024
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FIRE - SUPPRESSION

Bingham, Kirome	Firefighter Appointee \$17.02/hr	Firefighter \$17.02/hr	NCS	Non-Ex	December 12, 2024
Hughes, Addicus D.	Firefighter Appointee \$15.79/hr	Firefighter \$15.79/hr	NCS	Non-Ex	December 12, 2024

POLICE

Maguire-Hernandez Sarai	Crime Analyst \$28.03/hr	Crime Analyst \$28.87/hr	NCS	Ex	December 12, 2024
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TECHNOLOGY

Benjamin, John	Software Specialist \$32.03/hr	Software Specialist \$32.99/hr	NCS	Ex	December 12, 2024
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TERMINATIONS - FULL-TIME (F/T)

<u>ENGINEERING</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Oakley, James	Engineering Technician II	Resignation	November 28, 2024
<u>PARKS & RECREATION</u>			
Nelson, Keith	Maintenance Laborer	Retirement	December 31, 2024
<u>POLICE</u>			
Woodruff, Jarrett	Police Officer	Retirement	December 31, 2024
<u>PUBLIC WORKS</u>			
Ali, Clayton	Truck Driver	Termination	December 4, 2024

Agenda Action Form

Paducah City Commission

Meeting Date: December 10, 2024

Short Title: Amend Tyler Contract to Add Capital Budget and Remove Capital Projects Explorer - **E. STUBER**

Category: Municipal Order

Staff Work By: Eric Stuber, Emma Shaw, Audra Kyle
Presentation By: Eric Stuber

Background Information: Capital Projects Explorer is on our current contract with Tyler Technologies and we do not find it useful for how we want to manage capital projects. We found through discussions at the recent Tyler Connect conference that there is a different module called Capital Budgeting that will allow us to manage capital projects and budgets in a way that will meet our needs.

The Capital Budgeting module enables development of a multi-year plan for capital improvements. We will be able to create and propose projects from a template or from scratch, including an overview, impact, managing department and more with the ability to define high level funding sources and anticipated expenses. A planning workspace provides a view of potential projects with a summary of costs to consider the impact of inclusion and exclusion of projects to maximize the use of available funding. Rollover capabilities allow for consideration of expenses incurred for multi-phase projects. Scoring criteria allows for objective measurement of various criteria of a capital project proposal. A capital plan will follow user-defined stages to facilitate the evaluation and adjustments as the plan is approved and adopted. This module allows you to preload your projects in scope which keeps you from having to wait for the next fiscal year to load all projects at one time.

This module is currently available at a discount for early adopters.

This contract amendment removes the unused module, Capital Projects Explorer, and allows no cost for implementation of the Capital Budget module this fiscal year (FY25) as early adopters. Then our FY26 and FY27 contract terms will be reduced by 20% for this module. At current rates, the Capital Budget module will be reduced from \$11,790 to \$9,432 annually.

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 Software Maintenance

Account Number: 1000-05-0501-GG-00000-00000-522020-

Staff Recommendation: Authorize the Mayor to execute a contract amendment with Tyler Technologies to add Capital Budget module and remove Capital Projects Explorer module.

Attachments:

1. MO contract – software-amendment-tyler 12-5-2024
2. Paducah, KY Amend 112124 - signed

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES TO REMOVE THE UNUSED MODULE, CAPITAL PROJECTS EXPLORER, AND IMPLEMENT THE CAPITAL BUDGET MODULE FOR FY 2025.

WHEREAS, the City of Paducah authorized a contract with Tyler Technologies through Ordinance No. 2016-6-8373; and

WHEREAS, the City of Paducah subsequently amended the contract through Ordinance No. 2018-6-8534, and Municipal Order Numbers 2142, 2284, 2333, 2352, 2432, 2516, 2815, 2844, 2866, and 2978; and

WHEREAS, the current contract with Tyler Technologies contains Capital Projects Explorer, which has not been found useful for managing capital projects; and

WHEREAS, there is a different module called Capital Budgeting that will allow the City to manage capital projects and budgets in a way that meets our needs; and

WHEREAS, the City desires to remove the unused module, Capital Projects Explorer, and add the Capital Budget module for FY2025.

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

SECTION 1. That the City Commission hereby approves an amendment to the contract with Tyler Technologies, Inc. removing the Capital Projects Explorer module and adding the Capital Budget module in a reduced amount from \$11,790 to \$9,432 in FY26 and FY27.

SECTION 2. The City Commission does hereby authorize and instruct the Mayor to execute the Amendment on behalf of the City.

SECTION 3. This expenditure shall be charged to Technology Software Maintenance 1000-05-0501-GG-00000-00000-522020.

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, December 10, 2024

Recorded by Lindsay Parish, City Clerk, December 10, 2024

\\mo\contract – software-amendment-tyler 12-5-2024



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Paducah, Kentucky, with offices at 300 S. Fifth Street, Paducah, Kentucky 42002 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated June 15, 2016 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. Capital Projects Explorer.

- a. The following Tyler Software as a Service (SaaS) are hereby removed from the Agreement as of January 1, 2025:

Capital Projects Explorer

- b. As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.
- c. Additionally, Client's SaaS fees payment obligation for the above-listed software ends on the same date.

2. Budget and Planning: Capital Budget.

- a. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of January 1, 2025 and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - i. SaaS fees are waived for the period January 1, 2025 – June 30, 2025 ("Early Adopter Term").
 - ii. After the Early Adopter Term, the annual SaaS fees payable under the Agreement shall be increased by \$9,432, with a quarterly payment increase of \$2,358. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
- b. The then-current SaaS fees for such software for the periods July 1, 2025 – June 30, 2026 and July 1, 2026 – June 30, 2027 shall be reduced by 20%.

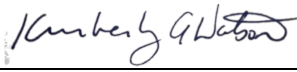


- c. Notwithstanding anything to the contrary herein, you may elect to remove such software from the Agreement by notifying us at least sixty (60) days prior to the end of the Early Adopter Term. In such event, your right to access or use such Tyler Software and the SaaS Services will terminate at the end of the Early Adopter Term.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Paducah, Kentucky

By: 

By: _____

Name: Kimberly Watson

Name: _____

Title: Senior Corporate Attorney

Title: _____

Date: November 21, 2024

Date: _____



Exhibit 1

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By: Jeremy Shaw
Quote Expiration: 04/26/25
Quote Name: City of Paducah - ERP - Capital
Budget Early Adopter

Sales Quotation For:

City of Paducah
PO Box 2267
Paducah KY 42002-2267

Shipping Address:

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Budget and Planning: Capital Budget	1	0	\$ 11,790.00
Sub-Total:			\$ 11,790.00
Less Discount:			\$ 2,358.00
TOTAL		0	\$ 9,432.00

Summary

Total Tyler License Fees

One Time Fees

\$ 0.00

Recurring Fees

\$ 0.00

2024-504809-F7Z6P9

CONFIDENTIAL

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Total SaaS	\$ 0.00	\$ 9,432.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 0.00	\$ 9,432.00
Contract Total	\$ 9,432.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

All Primary values quoted in US Dollars

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Budget and Planning: Capital Budget	\$ 11,790.00	\$ 2,358.00	\$ 9,432.00
TOTAL	\$ 11,790.00	\$ 2,358.00	\$ 9,432.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall

conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Paducah, KY Amend 112124

Final Audit Report

2024-11-21

Created:	2024-11-21
By:	Stacey Gerard (stacey.gerard@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaSLae8yJanWpaNWC9yVuBNxL41IVCHRY

"Paducah, KY Amend 112124" History

-  Document created by Stacey Gerard (stacey.gerard@tylertech.com)
2024-11-21 - 2:42:15 PM GMT- IP address: 163.116.144.108
-  Document emailed to Kimberly Watson (kimberly.watson@tylertech.com) for signature
2024-11-21 - 2:42:38 PM GMT
-  Email viewed by Kimberly Watson (kimberly.watson@tylertech.com)
2024-11-21 - 2:52:27 PM GMT- IP address: 172.226.87.65
-  Document e-signed by Kimberly Watson (kimberly.watson@tylertech.com)
Signature Date: 2024-11-21 - 3:21:48 PM GMT - Time Source: server- IP address: 163.116.144.109
-  Agreement completed.
2024-11-21 - 3:21:48 PM GMT

Agenda Action Form

Paducah City Commission

Meeting Date: December 10, 2024

Short Title: Contract with Galls LLC for uniforms and gear for police officers - **B. LAIRD**

Category: Municipal Order

Staff Work By: Mary Farrell, William
Hodges, Brian Laird
Presentation By: Brian Laird

Background Information: The current contract for uniforms and gear for police officers expires December 31, 2024. A Notice of Request for Bids was placed on the City Website and published in the Paducah Sun. Two bids were received and opened on November 19, 2024. Galls LLC, which is the current vendor, was determined to provide the lowest evaluated bid price.

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

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

Communications Plan:

Funds Available: Account Name: Clothing Allowance
Clothing Allowance
Clothing Allowance
Clothing Allowance

Account Number: 10001601 516100
10001602 516100
10001604 516100
10001607 516100

Staff Recommendation: Approve the contract with Galls LLC

Attachments:

1. MO bid-Galls Uniforms Police Department 2024
2. Galls bid
3. Bid eval forms
4. Contract

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF GALLS, LLC, FOR THE
PURCHASE OF UNIFORMS AND GEAR FOR PADUCAH POLICE
DEPARTMENT EMPLOYEES, AND AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT FOR SAME

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

SECTION 1. That the City of Paducah accepts the bid of Galls, LLC, for uniforms for employees in the Paducah Police Department at the unit prices as shown on the attached price list (**Exhibit A**), for a period of one (1) year, beginning January 1, 2025, with an optional extension of a minimum of two years and a maximum of four years, said purchase being in substantial compliance with the bid specifications, advertisement for bid, and as contained in the bid of Galls, LLC, dated November 19, 2024. Further, the seller may increase unit prices not more than 4% for calendar year 2026 and 2027.

SECTION 2. That the Mayor is hereby authorized to execute a contract with Galls, LLC, for furnishing the City with uniforms as authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid. Said contract is for a two-year time period with an optional two-year renewal.

SECTION 3. These expenditures shall be charged to following Paducah Police Department accounts:

Clothing Allowance 1000 1601 516100
Clothing Allowance 1000 1602 516100
Clothing Allowance 1000 1604 516100
Clothing Allowance 1000 1607 516100

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, December 10, 2024

Recorded by Lindsay Parish, City Clerk, December 10, 2024
\\mo\\bid-Galls Uniforms Police Department 2024

City of Paducah

INVITATION TO BID

Bid No: (2024 – PPD01)

Sealed bids will be received by the City of Paducah Police Department, 1400 Broadway, until 12PM on the 31st of October 2024 for:

**PPD Uniform Bids
Reply by 10/31/24**

All bids must be turned in to William Hodges, Captain of Professional Standards, Paducah Police Department, 1400 Broadway, PO Box 2267, Paducah, KY 42002-2267, no later than 1200 hours on Thursday, October 31st, 2024. Bids cannot be accepted at any other location. Bids will be opened and all bid prices read aloud at the hour and date specified herein. Bids must be received by the designated date and time and none will be considered thereafter.

The City of Paducah reserves the right to reject any and all bids and to waive any minor informality in bids received.

All forms, information and specifications regarding this bid are available from Mary Farrell, Assistant to the Chief of Police, at 270-444-8590, mfarrell@paducahky.gov, 1400 Broadway, PO Box 2267, Paducah, KY 42002-2267, or on the City of Paducah's website: www.paducahky.gov.

You are encouraged to mark your bid envelope with Bid Number, Description, Reply-by Date, and address to:

City of Paducah Police Department
1400 Broadway
PO Box 2267
Paducah, KY 42002-2267

The City of Paducah is not responsible for the premature opening of, or the failure to open, a sealed bid not properly addressed or identified.

You are invited to be present for the opening of the bids submitted at 1400 hours Thursday, October 31, 2024.

FOR THE CITY OF PADUCAH

/s/ Mary Farrell, Assistant to the Chief of Police

GENERAL INSTRUCTIONS TO BIDDERS

1. OFFICIAL CLOCK

Bids will be accepted until 1200 hours (12:00 p.m.) Thursday, October 31, 2024, at the Paducah Police Department, 1400 Broadway, Paducah, KY 42003. Bids cannot be accepted at any other location. The official clock is the US Naval Observatory Master Clock available via the Internet.

2. CALCULATION ERROR(S)

3.

Bidder is requested to show both unit prices and extended prices. In the event of a calculation error on the bid form, unit price bid shall prevail.

3. QUESTIONS AND ADDENDA

This bid is offered by the Office of the Chief of Police. Bidders shall carefully examine this bid and any addenda issued by the Office of the Chief of Police. Bidders shall seek clarification of any ambiguity, conflict, omission or other error in this bid in writing. Oral comments or communications do not form any part of this bid offering. Questions should be addressed to the Office of the Chief of Police in writing. If the answer materially affects this procurement, the information will be issued in an addendum to all prospective bidders. Written communications should be addressed as follows:

City of Paducah Office of the Chief of Police
1400 Broadway
PO Box 2267
Paducah, KY 42002-2267
Or
Fax Number 270-444-0629

4. PRE-BID CONFERENCE and INSPECTION OF FACILITIES

To enable prospective bidders to gain insight to a bid offering, a pre-bid conference and/or inspection of the City's facilities may be scheduled. Bidders should check Item 17 of this bid offering to see if such a requirement is in effect for this bid.

5. RESPONSIBILITY OF BIDDERS FORM

The City of Paducah issues in all bid offerings a Responsibility of Bidders form that must be completed by the bidder and attached to the bid form in order for the bidder to be considered for a bid award. This is a mandatory form that must be attached to the bid form and in accordance with KRS 45A.395, all information submitted thereon is deemed to be confidential and therefore exempt from Kentucky Open Records Law.

6. BASIS OF BID AWARD

The City of Paducah has selected to award this bid offering in compliance with KRS 45A.365 that allows the award to be made on the basis of:

☐ Lowest bid price, or

☒ Lowest evaluated bid price

7. INSPECTION OF BIDDER'S PLANT AND PLACE OF BUSINESS

The City of Paducah reserves the right to inspect the plant facilities and place of business of any bidder participating in this bid offering.

8. RETENTION OF RECORDS

The successful bidder shall be required to maintain, for a period of five (5) years from the date of final payment to the bidder, all books and records pertaining to this bid offering.

9. BUSINESS TAX STATUS

To receive a bid award from the City of Paducah, a bidder must not be delinquent on any ad valorem taxes, including penalty and interest charges, due to the City for real or personal properties owned by the bidder, or any one or more of its corporate officers. Inquiries can be directed to the Finance Department, City Hall, 270-444-8513.

10. BUSINESS STATUS AND REGISTRATION REQUIREMENTS

To receive a bid award from the City of Paducah, a bidder must be properly registered with the Occupational License Division to do business in the City. If a bidder is already registered, all of their applicable license accounts must be in "good standing" with the City. Good standing is defined as having all fees, including penalty and interest charges, relating to employee wages and gross receipts, paid in full with appropriate reporting forms filed in the offices of the City's Finance Department. Inquiries can be directed to Angela Copeland, Revenue Manager, at 270-444-8513.

11. CONFLICTS, GRATUITIES AND KICK-BACKS PROHIBITED

The City of Paducah adheres to the provisions of KRS 45A.455, paragraphs (1) through (5) relative to conflicts of interests, gratuities, kickbacks and use of confidential information in all bid offerings.

12. SUPPORTING DOCUMENTATION

Bidders are encouraged, or may be required, to submit with their bid any literature, warranty information or other documentation to support the bidder's compliance with the City of Paducah specifications contained in this bid package.

13. BID RETRACTION

Bidders are advised that bids submitted as part of this bid offering may not be withdrawn for a minimum of 90 days following the public bid opening unless circumstances justify consideration by the Chief of Police of a release from this provision. Requests to withdraw a bid must be in writing and received by the City of Paducah within twenty-four (24) hours of the public bid opening.

14. RIGHT TO REJECT AND AWARD BID

The City of Paducah reserves the right to reject any and all bids received in response to this bid offering, and to waive any minor informality in this bid offering. The award of a contract shall be at the sole discretion of the City of Paducah. The award will be made to the responsible bidder whose bid is determined to be the most advantageous to the City in accordance with Item 6 herein, either the lowest bid price or the lowest evaluated bid price (taking into consideration the evaluation factors set forth in this bid package). The City of Paducah may make the award without further discussion of the bids submitted. Therefore, the bid should be submitted initially on the most favorable terms, which the bidder can bid with respect to price, product, service and technical capability. The contents of the bid of the selected bidder will become the basis for the City of Paducah's contractual obligation when the award is made.

15. BID IDENTIFICATION

Bidders are encouraged to mark their bid envelope with Bid Number, Description, Reply-by Date, and address to:

City of Paducah Police Department
1400 Broadway
PO Box 2267
Paducah, KY 42002-2267

This instruction is provided as a means to ensure proper delivery, handling and public announcement of a bidder's response at the official bid opening date and time. Bids in the form of telegrams, telephone calls, facsimiles or telex messages will not be accepted.

16. BID SUBMISSION

Prior to entering into a contract with the City of Paducah, the successful bidder(s) must provide the following information:

- a. The name of every company bearing an interest in the proposed goods and services to be provided in this bid offering;
- b. The name, title, address and telephone number of individuals with authority to contractually bind the bidder; and
- c. A designated person(s) who can be contacted by the City of Paducah during the bid evaluation period. This information shall include the person's name, title, address, telephone number, FAX number and Internet E-mail address, if available.

17. PRESENTATIONS AND DEMONSTRATIONS

If, in the opinion of the City of Paducah, bidder presentations or demonstrations are desired as part of the bid process, the City of Paducah will notify one or more of the responsive bidders to make arrangements for the date, time and place for such a presentation or demonstration.

18. PRE-BID CONFERENCE

A pre-bid conference may be required for this bid offering and is indicated in the space provided below:

- ☐ Is scheduled for this bid offering
☒ Is not scheduled for this bid offering

If a pre-bid conference is marked as scheduled, then such pre-bid conference will take place as follows:

City of Paducah Police Department
1400 Broadway
Paducah, KY 42003
Start Time, Date

All prospective bidders are encouraged, but not required, to attend the pre-bid conference, if one is scheduled.

19. DISPOSITION OF BIDS

All materials submitted in response to this bid offering will become the property of the City of Paducah. One (1) copy of each bid shall be retained for the official files and will become a public record after an award is made by the City of Paducah and thus open for public inspection. It is understood that the bid will become a part of the official file without obligation on the part of the City of Paducah except as to the disclosure restriction contained in Paragraph 20 below.

20. DISCLOSURE

In compliance with the Kentucky Revised Statutes, Chapter 45A, and the Kentucky Open Records Act, trade secrets or proprietary information submitted by a bidder in connection with this procurement shall not be subject to public disclosure. However, the bidder must invoke this protection prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement that costs are to be protected also is unacceptable. Disputes over disclosure will be resolved by the Chief of Police based on legal advice provided by the City of Paducah.

21. COST INCURRED IN RESPONDING

This bid offering does not commit the City of Paducah to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs, nor does it commit the City of Paducah to enter into a contract.

22. PRIME BIDDER RESPONSIBILITIES

If the bidder's response includes goods and services provided by others, the bidder will be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such goods and services. The bidder will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all contractual requirements resulting from this bid offering.

23. LAWS AND REGULATIONS

This bid shall be governed by the Model Procurement statutes of the Commonwealth of Kentucky and any applicable Code of the City of Paducah, Kentucky.

24. INSURANCE REQUIREMENTS

Prior to entering into a contract with the City of Paducah, the successful bidder(s) must provide a Certificate of Insurance showing proof of insurance, which meets or exceeds requirements set forth in this bid offering.

BID SPECIFICATIONS

Bids will be received in the Office of the Chief of Police, 1400 Broadway, PO Box 2267, Paducah, KY 42002-2267, until 1200 hours (12 p.m.) CDT Thursday, October 31, 2024.

Bids should specify shipping, alteration (sewing department patches on each arm of shirts, braid on pants, etc.) and re-stocking costs, if applicable.

Approximately 81 officers will be covered under the bid. Winning bidder will be responsible for measuring officers and maintaining record of proper sizes for each officer and for tracking clothing allowance balances of individual officers. This information shall be provided to the appropriate department representative upon request.

Officers will place orders on an as-needed basis. Winning bidder must allow an employee who is not satisfied with a purchase for any reason, to exchange or return the item for alteration to the satisfaction of the employee. The winning bidder will pay all shipping charges for items returned due to vendor error.

The winning bidder shall provide a secure, electronic ordering system that affords officers individual usernames and passwords, and allows them to purchase items specified in the bid in an online setting. The system must include, but not be limited to: web-based user log-in, clothing account balance and purchase history, returns, order processing and tracking and accessibility to a complete list of items specified in the bid and available by position (i.e. SWAT, Detective, K9).

The winning bidder must sell only items specified in the bid and not permit an employee to substitute unauthorized items for payment by the department.

Winning bidder must be able to provide required items of Safariland leather gear and Blackington brass, and produce or provide department shoulder patches (at department expense, with department approval of cost and quantity).

Winning bidder will be required to furnish items at a set price for twelve month periods beginning Jan. 1, 2025. Winning bidder will be eligible for a contract term length of a minimum of two years and up to four years with an option for extensions after the set contract period.

The bid shall be awarded to the lowest evaluated bid based on the following criteria:

- 40% Bid Price
- 20% Customer Service (Provide References)
- 20% Ability of Bidder to Provide Electronic Purchasing System (As Described Herein)
- 20% Availability of Merchandise to Deliver Bid Items Within 10 Business Days

The department contact person is Captain William Hodges, who can be contacted by telephone at 270-444-8534 or by email at whodges@paducahky.gov. All questions pertaining to the bid must be in writing and addressed to William Hodges at: Paducah Police Department, PO Box 2267, Paducah, KY 42002-2267, or the email address provided. Faxes to 270-444-0629 or email attachments are permitted.

Bidders must respond to the bid with five (5) complete copies of the bid. The original shall be clearly marked.

BID FORM

TO: City of Paducah Police Department
c/o Office of the Chief of Police
1400 Broadway
PO Box 2267
Paducah, KY 42002-2267

FROM: GALLS, LLC
1340 Russell Cave Rd
Lexington KY 40505

BID NO: (2024 – PPD01)

The undersigned hereby certifies that to the best of his/her knowledge and belief, the cost or pricing data submitted herein is accurate, complete and current as of the date set forth hereon: (Reference KRS 45A.405)

The undersigned hereby certifies that he/she has carefully examined the specifications and is familiar with the type of service/equipment/supplies to be furnished as set forth.

The undersigned proposes to furnish the supplies and/or equipment that will perform in a satisfactory manner and that is in accordance with the specifications set forth, for the following price:

<i>Description</i>	<i>Price</i>
	\$
	\$
Pricing Quote Attached	Total Cost: \$ 14,658.94

Attach a separate sheet of paper, if necessary.

*** Please respond with five complete copies of the bid.**

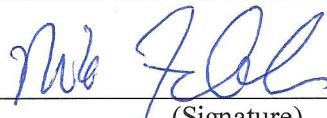
The bidder herein certifies by signature that all specifications have been reviewed and that any variations to the City's specifications, including both exceptions to or enhancements to same, are clearly spelled out in an attachment to this bid.



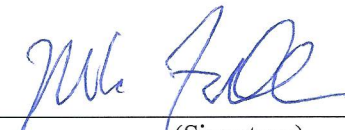
(Signature)

BID FORM

The bidder herein certifies by signature that all addendums issued to this bid offering, if any, have been reviewed and the bidder is fully aware of the implications of the addendums on the bid offering, and that a copy of each issued addendum is signed and attached hereto as evidence of receipt.


(Signature)

The bidder herein certifies by signature that the Responsibility of Bidders Form has been fully completed and attached hereto as part of the bid.


(Signature)

Are there any exceptions to the specific specifications set forth on bid? ☐ Yes ☐ No

If yes, please explain: _____

Company or Individual Name GALLS, LLC

Doing Business As (DBA) _____

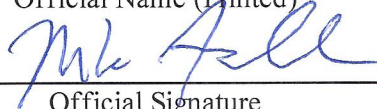
Street Address 1340 Russell Cave Rd

PO Box Number _____

City, State, Zip Code Lexington KY 40505

Mike Fadden

Official Name (Printed)


Official Signature

11/12/2024

Date Signed

RESPONSIBILITY OF BIDDER FORM

This form must be completed in full and submitted with bid. Misrepresentation or failure to complete will automatically disqualify bid. All information is confidential and exempt from the Open Records Law, pursuant to KRS 45A.395.

NAME GALLS, LLC PHONE # 844-464-2557
ADDRESS 1340 Russell Cave Rd Lexington KY 40505
Street or PO Box City State Zip Code

1. Type of services/supplies provided in normal course of business: Uniforms and Equipment
2. Length of time in business: 57 years
3. Experience in providing bid-required services/supplies: 57 years
4. Currently a party/defendant in lawsuit(s)? ☐ Yes ☒ No
If yes, explain: _____
5. State past history as party/defendant in lawsuit(s): _____
6. Name of contract/product liability insurance carrier: See COI attached.
Limits: \$ _____
7. If construction bid:
(a) How many other projects currently ongoing? _____
(b) How many bids currently submitted elsewhere? _____
(c) Have books been audited by CPA? ☐ Yes ☐ No
Date of last audit: _____
- 8.* City of Lexington Occupational License No: _____
9. List of references (public or private) and contact person for whom similar services/supplies provided:

<u>Lexington PD</u>	<u>rholland@lexingtonpolice.ky.gov</u> <u>859-258-3685</u>	<u>Assistant Chief - Roger Holland</u>
Name of Firm	Address	Contact Person
<u>Louisville Metro Police Department</u>	<u>Matthew.ditch@louisvilleky.gov</u> <u>502-574-1582</u>	<u>Lt. Matthew Ditch</u>
Name of Firm	Address	Contact Person
<u>Kentucky State Police</u>	<u>Brandy.mayes@ky.gov</u> <u>502-782-2051</u>	<u>Brandy Mayes</u> <u>Administrative Branch Manager</u>
Name of Firm	Address	Contact Person

(If more space is needed, please attach separate sheet(s))

I, Mike Fadden, do solemnly swear that to the best of my knowledge and belief, the above is true and accurate statement of facts.

Signed Mike Fadden Date 11/12/2024

State of Kentucky
County of Fayette

Sworn to and subscribed before me, a Notary Public, this 12th day of November, 2024.

My commission expires 5/3/26 Notary ID # KNP 48647

Nancy J. Fadden
Notary Public

**PADUCAH POLICE DEPARTMENT
UNIFORM BID SPECIFICATIONS
OCTOBER 2024**

MFG Name	MFG Model #	Item Description	Other
UNIFORM PANTS			
I Spiewak	SU322K	Sorbtek Polyester Trousers	Uniform trousers will include 3/4-inch braid: royal blue for officers; gold/royal/gold for sergeants and above.
I Spiewak	SU322WK	Women's Sorbtek Polyester Trousers	Uniform trousers will include 3/4-inch braid: royal blue for officers; gold/royal/gold for sergeants and above.
LONG-SLEEVE CLASS A SHIRTS			
I Spiewak	SU315ZMK	Sorbtek Polyester LS shirt	
I Spiewak	SU316ZMK	Women's Sorbtek Polyester LS shirt	
I Spiewak	SBLMP15	Microfiber Poly LS Base Layer Polo	
Elbeco	UVS141	Elbeco UV1 Reflex Undervest LS Shirt	
SHORT-SLEEVE CLASS A SHIRTS			
I Spiewak	SU310ZMK	Sorbtek Polyester SS shirt	
I Spiewak	SU311ZMK	Women's Sorbtek Polyester SS shirt	
I Spiewak	SBLMP10	Microfiber Poly SS Base Layer Polo	
Elbeco	UVS172	Elbeco UV1 CX360 Undervest Shirt	Midnight Navy
OUTERWEAR			
VF IMAGEWEAR INC(HORACE SMALL)	HS3350	New Generation 3 Dutv Jacket	
Flying Cross	F1 57400	Dutyguard Mens Full Zip Softshell Jacket	
I Spiewak	S308V0	Reversible Hi-Vis Ansi 3 Rain Jacket	
I Spiewak	S309V0	Reversible Hi-Vis Ansi 3 Full Length Raincoat	
FECHHEIMER BROTHERS UNIFORM CO	38800	Single-Breasted Dress Coat	No Substitutions
FECHHEIMER BROTHERS UNIFORM CO	F1 38833	Women's Single breasted Dress Coat	No Substitutions
FECHHEIMER BROTHERS UNIFORM CO	54100	Layertech Soft-Shell Jacket	
FECHHEIMER BROTHERS UNIFORM CO	F1 32700A	Layertech Thinsulate Zip-In Liner	
FECHHEIMER BROTHERS UNIFORM CO	F1 73160	Layertech ANSI 2 Certified Rev Jacket	
		Sleeve Stripes for Dress Coat, 1/2" Gold (Per Pair)	
I Spiewak	SCRPP93	Professional Poly Vest Carrier (Dark Navy)	
Elbeco	V4110B	Elbeco Bodyshield External Vest Carrier 4	Midnight Navy
HEADWEAR			
RICHARDSON CAPS	585	Flexfit Wool Blend Cap w/Embroidery	Midnight navy fitted style, baseball-type cap with "Paducah Police Department" embroidered on front.
MIDWAY CAP COMPANY	110-PW	8-Point Uniform Cap	Midnight navy; solid frame; 9820 bill; gold or silver "P" buttons; metallic front strap; band edge to match cap top.
MIDWAY CAP COMPANY	PADU 5151408	8-Point Uniform Cao w/Scrambles	
BAYLY, INC.	9235 CLR	Raincover	
		Metallic Braided Hat Band	
5.11 Inc.	89250	Tactical Fleece Watch Cap	
FOOTWEAR			
Rocky Brands Wholesale, LLC.	510-8	Men's Procell Hi-Gloss Oxford	
Rocky Brands Wholesale, LLC.	5101	Women's TMC Duty Chukka Boot	
Rocky Brands Wholesale, LLC.	102	S2V Boot	
Rocky Brands Wholesale, LLC.	5005	6" TMC Chukka Boot	
Wolverine Worldwide (Bates)	E02261	8" Tactical Snort Boot w/Side zip	
Wolverine Worldwide (Bates)	2700	Women's 8" Tactical Sport Zipper Boot	
Wolverine Worldwide (Bates)	2262	5" Tactical Sport Boot	
Wolverine Worldwide (Bates)	7006	6" Shock Zipper waterproof Boot	
Danner, Inc.	26635	Striker Bolt 6" Waterproof Boot	
NIKE	922474	8" SFB Gen 2 Boot	
5.11 Inc.	12392	Tactical 8" ATAC Storm Waterproof Side Zip Boot	
5.11 Inc.	12401	ATAC 6" Duty Boot	
5.11 Inc.	12406	Tactical Women's ATAC Storm 2.0 8" Dutv Boot	
5.11 Inc.	12444	Tactical A/T 8" Side Zip Boot	
5.11 Inc.	12391	A/T 8" Side Zip Waterproof Boot	
5.11 Inc.	12394	Tactical ATAC 2.0 6" Quarter Boot	
5.11 Inc.	12378	Tactical Urban Speed 3.0 Side Zip Boot	
5.11 Inc.	12355	Tactical Speed 3.0 5" Boot	
UNDER ARMOUR	3024949	8" Stellar G2 Side Zip Tactical Boot	
UNDER ARMOUR	3024946	8" Stellar Men's Tactical Boot	
WEINBRENNER SHOE COMPANY, INC.	834-6032	Polishable Chukka	
WEINBRENNER SHOE COMPANY, INC.	831-6032	Poromeric Academy Chukka	
CLASS B UNIFORMS			
FECHHEIMER BROTHERS UNIFORM CO	F1 47300	Command Wear Pants with Freedom Flex	

MFG Name	MFG Model #	Item Description	Other
FECHHEIMER BROTHERS UNIFORM CO	35R58	Command Wear Tactical LS Shirt w /Embroidery	
FECHHEIMER BROTHERS UNIFORM CO	47300W	Women's Valor pants	
RICHARDSON CAPS	585	Flexfit Wool Blend Cap w/Embroidery	
5.11 Inc.	71339	Tactical TacLite TDU 1 SS shirt	
5.11 Inc.	72175	Tactical TacLite Pro LS shirt, TDU Green	
5.11 Inc.	41060	Tactical Professional SS Polo	
FECHHEIMER BROTHERS UNIFORM CO	VTX4000	Coldblack Polo	
5.11 Inc.	61165	Tactical Women's Snag-Free Performance Polo	
5.11 Inc.	74461	Tactical Fast-Tac Urban Pant	
FECHHEIMER BROTHERS UNIFORM CO	F1 VTX1200W	Fusion LT Stretch Tactical Pant	
UNDER ARMOUR	1316929	Guardian Tactical Pant	
UNDER ARMOUR	1316928	Enduro Tactical Pant	
5.11 Inc.	74251	Tactical Pant	
COLUMBIA SPORTSWEAR COMPANY	1792581	Men's Flex Roc Pant	
UNDER ARMOUR	1348667	Flex Tactical Pant	
5.11 Inc.	74273	Tactical TacLite Pro Pant	
5.11 Inc.	64358	Tactical Women's Tactical Pants	
5.11 Inc.	74369	Tactical Stryke Pant with FlexTAC	
5.11 Inc.	64386	Tactical Women's Stryke Pant	
5.11 Inc.	74434	Tactical Apex Pant	
5.11 Inc.	SH5007	Tactical Women's 5.11 Stryke Long Sleeve Shirt	
5.11 Inc.	SG506	Tactical Men's 5.11 Stryke Long Sleeve Shirt	
5.11 Inc.	SH3584	Tactical Stryke PDU Rapid Long Sleeve Shirt	
5.11 Inc.	SH3583	Tactical Stryke PDU Rapid Short Sleeve Shirt	
5.11 Inc.	SH4754	Tactical Stryke PDU Rapid Short Sleeve Womens	
DUTY GEAR			
CLOSURES WILL BE SILVER OR GOLD, BASED ON RANK			
BOSTON LEATHER INC	6606	1 1/2" Garrison Belt	
SAFARILAND, LLC.	87	Duty Belt w/Buckle, Basketweave	
SAFARILAND, LLC.	51	1 3/4 garrison belt	
SAFARILAND, LLC.	999	1 1/2 garrison belt	
SAFARILAND, LLC.	99	1 1/2" Velcro tip belt (No Buckle), Plain Black	
5.11 Inc.	59405	Tactical Operator 1 1/4" Belt	
5.11 Inc.	59409	Tactical Trainer 1 1/2" Belt	
SAFARILAND, LLC.	77	Double Mag Case, Glock 22/23, Basketweave	
SAFARILAND, LLC.	65	Keepers, 4 Pack, Basketweave	
SAFARILAND, LLC.	190	Handcuff Case, Chain, Basketweave	
ARMAMENT SYSTEMS AND PROCEDURE	MMFR10	Handcuff Case, ASP Brand Cuffs, Basketweave	
ARMAMENT SYSTEMS AND PROCEDURE	56139	Federal Handcuff case	
SAFARILAND, LLC.	6360 RDS	Safariland RDS Holster Duty	
SAFARILAND, LLC.	38	Aerosol Case, MK-3 Basketweave	
SAFARILAND, LLC.	33	Glove Pouch, Velcro, Basketweave	
SAFARILAND, LLC.	690	Handcuff Strap, Basketweave	
SAFARILAND, LLC.	170	Silent Key Holder, Basketweave	
SAFARILAND, LLC.	306	Flashlight Case, Open Top	
SAFARILAND, LLC.	730	Safarilaminated D Cell Flashlight Holder	
SAFARILAND, LLC.	35	Baton Holder Basketweave (ASP) (21" or 26")	
ARMAMENT SYSTEMS AND PROCEDURE	6070	Scabbard, Basketweave (21")	
ARMAMENT SYSTEMS AND PROCEDURE	2521	Scabbard, Basketweave (26")	
Galls, LLC	GA1530WN	Narcas Nasal Spray Case	
DUTYMAN	9001	Sam Browne Belt Buckle	
DUTYMAN	9002	Sam Browne Belt Buckle	
BADGES / INSIGNIA			
V H BLACKINTON CO., INC.	C3034 RG	Hat badge, Rho Glo	
V H BLACKINTON CO., INC.	C3034 HG	Hat badge, Hi-Glo	
V H BLACKINTON CO., INC.	B1009 RG	Uniform badge, rho glo shirt and wallet	
V H BLACKINTON CO., INC.	B1009 HG	Uniform badge, hi glo shirt and wallet	
V H BLACKINTON CO., INC.	X389	Add badge tab at bottom for number	
V H BLACKINTON CO., INC.	B1009-EO RH	Detective Badge, Rhodium (Shirt and Wallet)	
V H BLACKINTON CO., INC.	B1009-EO GP	Detective Badge, Gold (Shirt and Wallet)	
V H BLACKINTON CO., INC.	230	Hidden Badge Wallet	
V H BLACKINTON CO., INC.	A10236 HG	Nameplate w/Seal, Rhodium	
V H BLACKINTON CO., INC.	A10236 RH	Nameplate w/Seal, Gold	
V H BLACKINTON CO., INC.	B1693 RH	Serving Since Plate, Rhodium	

MFG Name	MFG Model #	Item Description	Other
V H BLACKINTON CO., INC.	B1693 GP	Serving Since Plate Gold	
V H BLACKINTON CO., INC.	A7402 GP	PPD Collar Insignia (Coat) Gold	
V H BLACKINTON CO., INC.	A7402 RH	PPD Collar Insignia (Shirt) Rhodium	
V H BLACKINTON CO., INC.	A7011-A RH	5 Yr. Collar Insignia (Shirt) Rhodium	
V H BLACKINTON CO., INC.	A7011 RH	8 Yr. Collar Insignia (Shirt) Rhodium	
V H BLACKINTON CO., INC.	A8765 GP	Sergeant Collar Insignia (Coat) Gold	
V H BLACKINTON CO., INC.	A7010 GP	Sergeant Collar Insignia (Shirt) Gold	
V H BLACKINTON CO., INC.	A1140 GP	Captain Collar Insignia (Coat) Gold	
V H BLACKINTON CO., INC.	A1975 GP	Captain Collar Insignia (Shirt) Gold	
V H BLACKINTON CO., INC.	A1984 RH	Asst. Chief Collar Insignia (Coat) Rhodium	
V H BLACKINTON CO., INC.	A1143 RHD	Asst. Chief Collar Insignia (Shirt) Rhodium	
V H BLACKINTON CO., INC.	A1142 GP	Chief Collar Insignia (Coat) Gold	
V H BLACKINTON CO., INC.	A2015 RP	Chief Collar Insignia (Shirt) Gold	
V H BLACKINTON CO., INC.	A4002-TT RH	Tie Tac, Full Color Kentucky Seal, Rhodium	
V H BLACKINTON CO., INC.	A4002-TT GP	Tie Tac Full Color Kentucky Seal, Gold	
PREMIER EMBLEMS	P4916	Whistle, Gold	
PREMIER EMBLEMS	P4917	Whistle, Silver	
PREMIER EMBLEMS	P4908	Whistle Chain, Gold	
PREMIER EMBLEMS	P4909	Whistle Chain, Silver	
V H BLACKINTON CO., INC.	SB-1-B Gold	Slide Bar for Commendation Bar	
V H BLACKINTON CO., INC.	SB-2-B Gold	Two Bar Slide Bar for Commendation Bars	
V H BLACKINTON CO., INC.	SB-3-B Gold	Three Bar Slide Bar for Commendation Bars	
V H BLACKINTON CO., INC.	SB-7-B Gold	Seven Bar Slide Bar for Commendation Bars	
V H BLACKINTON CO., INC.	A7140	Various 1 3/8 x 3/8 Commendation Bars	
ACCESSORIES			
ARMAMENT SYSTEMS AND PROCEDURE	F21B	21" Expandable Baton, Steel, Friction Loc	
ARMAMENT SYSTEMS AND PROCEDURE	82106	26" Expandable Baton, Steel, friction Loc	
Streamlight	FL1836	Streamlight TLR7 A LED Rail-Mounted Gun Light	
Streamlight	FH306	Stinger DS HL Rechargeable Light	
Streamlight	FZ227	Strion DS HL Flashlight	
Streamlight	88051	88051 Tactical flashlight holster	
Streamlight	75375	Batteries for Stinger XT Flashlight	
Streamlight	74175	Replacement battery stick for strion flashlight	
IMPLUS FOOTCARE, LLC	8613	Yak Trax Pro	
Smith & Wesson Corp.	350122	Model 100 Chain Nickel Finish Cuffs	No colored handcuffs allowed
ARMAMENT SYSTEMS AND PROCEDURE	56109	Ultra Steel Handcuffs	No colored handcuffs allowed
ARMAMENT SYSTEMS AND PROCEDURE	56110	Aluminum Handcuffs	No colored handcuffs allowed
ARMAMENT SYSTEMS AND PROCEDURE	56060	Ultra Plus Chain Handcuffs (Steel Bow)	No colored handcuffs allowed
PEERLESS HANDCUFF COMPANY	700C	Model 700 Chain Nickel Finish Cuffs	No colored handcuffs allowed
Galls, LLC	JC202A	Cuff Key	
Sure Fire	85177	Streamlight Flashlight Batteries 3-volt Lithium	12 pack
LEATHERMAN TOOL GROUP INC	831429	Sidekick Multi-Tool	
5.11 Inc.	59012	Patrol Ready Gear Bag	
WEBSTER INNOVATION	MJKT00012	Tactical Mic Klip	
Galls, LLC	SH306N	LED Traffic Baton	
Premier Comm Corp dba Pryme Ra	101-30	Earphone Listen Only 3.5mm	
EarHugger Safety Products	EH-EPT-1001	T-series with 3.5 mm jack	
Howard Leight	HP051	Impact Sport Electronic Muff Protector	
3M	HP1006	Peltor Sport Tactical 500 Electronic Protector	
TATJACKET	1201164	Tattoo Cover-Up (Half & Full Sleeve)	
Galls, LLC	78-100	Molded Seat organizer	
NORTH AMERICAN RESCUE	30-000	Gen 7 CAT Tourniquet	
GOULD & GOODRICH LEATHER INC	EO0941	open top paddle cuff case	
Eleven 10 LLC	E10-3021B	Gen 7 C-A-T Rigid TQ Case Basketweave	
Galls, LLC	57P BL	Spring loaded window punch	
5.11 Inc.	59049	Tactical Range Ready Gear Bag	
5.11 Inc.	56561	Tactical Rush 12 Backpack	
5.11 Inc.	56026	Tactical Bail Out Bag	
First Tactical LLC	180006	Specialist half-day backpack	
5.11 Inc.	56565 or 56566	Tactical Rush 72 2.0 Backpack	
Edge Eyewear	XFL611	Fastlink Tactical	
Galls, LLC	IC1054	G-Shield Face Covering (mask)	
Smith & Wesson Corp.	FSP226R	Extreme OPS Rescue Knife	
NIK PUBLIC SFTY/SAFARILAND LLC	1007119	Forensics Source Scale Tents 1-20	
BUSHNELL (UNCLE MIKES)	PCOB	Pistol Cleaning Kit All Calibers Extra Long	
BUSHNELL (UNCLE MIKES)	UOB	Cleaning Kit For Rifle and Shotgun	
NORTH AMERICAN RESCUE	10-0037	Hyfin Chest Seal (Twin Pack)	
Dyna Med	65590	Abdominal Trauma Pad	
Tactical Medical Solutions LLC	OAL-4	4" Olaes Modular Bandage	
Eleven 10 LLC	E10-1019	SABA (Self-Aid Buddv-Aid) pouch	
UNDERGARMENTS			

MFG Name	MFG Model #	Item Description	Other
5.11 Inc.	40007	Tactical Loose Crew Shirt	
5.11 Inc.	UA615	Tactical Utili T-Shirts 3-Pack	Black and White
5.11 Inc.	FW1520	Tactical Duty Ready Sock, Black 2 Pack	
5.11 Inc.	FW1518	Tactical Duty Ready Sock, Black 3 Pack	
5.11 Inc.	FW1519	Tactical Duty Ready Sock OTC, Black 3 Pack	
Wolverine Worldwide (Bates)	E11930570	Dress Socks, Black	
Swiftwick ASPIRE	FT2138	Ankle Socks	
UNDER ARMOUR	1365390	Tactical Base Leggings	No Embroidery
UNDER ARMOUR	1365388	Tactical Mock Base shirt	No Embroidery
UNDER ARMOUR	1365389	Tactical Crew Base shirt	No Embroidery
Tommie Copper	0801MR	Men's Recovery Compression shirt	
Galls, LLC	4000	Shirt Stays 2-piece/ 4-piece/Stirrup Style	
UNDER ARMOUR	1343244	Coldgear Base 2.0 Crew neck	
UNDER ARMOUR	1343243	Coldgear Base 3.0 Crew neck	
UNDER ARMOUR	1343247	Coldgear Base 2.0 leggings	
UNDER ARMOUR	1343246	Coldgear Base 3.0 leggings	
UNDER ARMOUR	1343245	Coldgear Base 4.0 leggings	
UNDER ARMOUR	1005684	Tactical Tech SS shirt	Black only
UNDER ARMOUR	1346786	Heatgear Tech No Show Socks (6 pack)	
UNDER ARMOUR	1257468	Tactical heatgear compression T-Shirt	
WALLETS / ID CASES			
STRONG LEATHER INC	4002-SB	Leather Hidden Badge Wallet	
Galls, LLC	77501	Leather Bi-Fold Badge Wallet	
Galls, LLC	SH-G-0	Leather Clip-on Badge Holder	
STRONG LEATHER INC	811X0	Clip-On Recessed Badge Holder (Standard)	
GLOVES / TIES			
HATCH/SAFARILAND LLC	A558U	Streetguard w/ kevlar gloves	
5.11 Inc.	59385	Tactical Tacite 4 Gloves	
First Tactical LLC	150001	Men's lightweight Patrol Glove	
SAMUEL BROOME UNIFORM ACCESSOR	45015	Polyester Clip-On Tie w/Buttonholes	
Galls, LLC	90111	Velcro Tie	Midnight blue woven material
DETECTIVE LEATHER / ACCESSORIES			
AKER INTERNATIONAL	FSAK47	Paddle Back Mag/Cuff holder	
SAFARILAND, LLC.	SAFA7378 RDS-68325	Safariland ALS Concealment Holster	Right or Left
BRITE-STRIKE TECHNOLOGIES	EXT5	BTL Quick Cam Holster	
SAFARILAND, LLC.	90	Oven Cuff Case, Chain	
Vista Outdoor Sales, LLC	38CL63	STRIKE CQC Platform	
AKER INTERNATIONAL	A519AB	DMS Series Handcuff/MagCombo for ASP Cuffs	
Eleven 10 LLC	E10-3021M-BLK	Gen 7 C-A-T TQ case	
SAFARILAND, LLC.	90	Safarilaminate Standard Cuff Case w/Snap	
SAFARILAND, LLC.	573	Model 573 Paddicback Handcuff/Mag- Holder	
BOMB SQUAD / S.W.A.T.			
5.11 Inc.	74251	100% Cotton Tactical Pant	
5.11 Inc.	41060	SS Professional Polo w/ Embroidery	
5.11 Inc.	74433-19	Tactical Stryke TDU Pants	
UNDER ARMOUR	1005684	Tactical Tech Short Sleeve T-Shirt	
5.11 Inc.	64359	Tactical Women's TDU Pant	
Condor Outdoor Products Inc	602 001	Summit Softshell Tacket w/Hood	
5.11 Inc.	72185	Tactical Rapid Assault Shirt	
Rocky Brands Wholesale, LLC.	RKC072	S2V Boot Predator Military Boot	
5.11 Inc.	12337-120	Tactical Desert Speed 3.0 Side Zip Boot	
5.11 Inc.	12422B	Tactical A/T 8" Non-Zip Boot	
UNDER ARMOUR	3021034 201	Valsetz RTS 1.5 tactical boots	
NIKE	922471-900	SFB Gen 2 LT Boot	
Streamlight	88066	Protac Rail Mount HL-X weapon light	
SAFARILAND, LLC.	QUICK	Quick locking system	
SAFARILAND, LLC.	6004-25-56	Drop Flex Adapter	
SAFARILAND, LLC.	6004-16-56	MLS Molle Locking Fork	
Eleven 10 LLC	E10-3021M-RGR	Gen 7 C-A-T Rigid TQ case	
Vista Outdoor Sales, LLC	990802BK	Long safety lanyard	
High Speed Gear, Inc.	311DV1OD	Cobra Belt with D-ring	
High Speed Gear, Inc.	31SPB2OD	Slim Sure Grip padded belt	
High Speed Gear, Inc.	31PB01OD	Sure-Grip padded belt	
High Speed Gear, Inc.	11PT000D	Pistol taco universal mag pouch	
High Speed Gear, Inc.	11TA000D	Taco Single Rifle mag pouch	
High Speed Gear, Inc.	11DD000D	Taco double decker rifle/ pistol mag Pouch	
High Speed Gear, Inc.	12DP00OD	Mag net dump pouch	
High Speed Gear, Inc.	11DC00OD	Handcuff taco mole pouch	
MAGPUL INDUSTRIES CORP	MAG502	Rail sling attachment	
MAGPUL INDUSTRIES CORP	MAG503	MS3 Multi-mission sling	
Condor Outdoor Products Inc	229	Blood Type Carabiner Patch	

MFG Name	MFG Model #	Item Description	Other
Condor Outdoor Products Inc	151002	Double Rifle case 36"	
DETECTIVES			
UNDER ARMOUR	1279759	SS Tactical Performance Polo	
5.11 Inc.	74251	100% Cotton Tactical Pant	
5.11 Inc.	41060	SS Professional Polo, Plain	
5.11 Inc.	42056	LS Professional Polo Plain	
5.11 Inc.	61165	Women's Tactical Snag-free Performance SS Polo	
FECHHEIMER BROTHERS UNIFORM CO	VTX4000	Vertx coldblack polo	
5.11 Inc.	64358	women's tactical pant	
5.11 Inc.	64386	women's tactical stryke pant	
UNDER ARMOUR	1348667	flex Tactical Pants	
5.11 Inc.	74461	Fast-Tac Urban Pant	
5.11 Inc.	74434	Tactical Apex Pant	
5.11 Inc.	12429-106	Tactical A/T Trainer Boot	
BIKE UNIFORM			
5.11 Inc.	71322	Tactical Bike Patrol Polo, Royal/Black	
5.11 Inc.	43057	Bike Uniform Shorts	
5.11 Inc.	12429-019	Tactical A/T Trainer Boot	
MOCEAN	2098Z	Bike Uniform Pants, Zip-off	
AMER SPORTS WINTER & OUTDOOR C	138313000	Speedcross 4	
UNDER ARMOUR	3021952	Charged Assert 8 Running Shoes	All black only
NIKE	BQ3207	Women's Revolution 5 Running Shoes	All black only
K-9 OFFICERS			
5.11 Inc.	74273	Taclite TDU pants, dark navy	
5.11 Inc.	71339	Tactical Taclite TDU SS Shirt, Dark Navy	
5.11 Inc.	72054	Tactical Taclite TDU LS Shirt, Dark Navy	
TRI-MOUNTAIN	2500 NAV	Windstar Windshirt Microfiber Lined	
BIANCHI/SAFARILAND LLC	31329	Patroltek 1-1/2" liner belt	
BIANCHI/SAFARILAND LLC	31306	8007 Patroltek OC pouch	
BIANCHI/SAFARILAND LLC	DL184	Patroltek nylon adjustable radio holder	
BIANCHI/SAFARILAND LLC	EO2344	Accumold open top cuff case	
Galls, LLC	SHG048	Molded Nylon Duty Belt	
Galls, LLC	KS-G05	Molded nylon double staggered mag pouch	
Vista Outdoor Sales, LLC	44A700BK	Molded ASP 21/26" baton holder	
5.11 Inc.	SH3583	Tactical Stryke PDU Rapid Short Sleeve Shirt	
5.11 Inc.	SH4754	Tactical Stryke PDU Rapid Short Sleeve Womens	
CRISIS NEGOTIATORS			
5.11 Inc.	74273	Tactical Taclite Pro Pants, TDU Green	
5.11 Inc.	72175	Tactical Taclite Pro LS Shirt, TDU Green	

Invitation to Bid
PPD Uniform Bids
Due 1200 Hours (12 p.m.)
Thursday, Oct. 31, 2024

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Thursday, Oct. 31, 2024

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ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/04/2024

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

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

PRODUCER USI Insurance Services LLC 312 Elm Street, 24th Floor Cincinnati, OH 45202 513 852-6300	CONTACT NAME: Trip Yersky	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: trip.yersky@usi.com	FAX (A/C, No):
INSURED CB General Holdings, LLC; Galls LLC 1340 Russell Cave Road Lexington, KY 40505	INSURER(S) AFFORDING COVERAGE	
	INSURER A : QBE Insurance Corporation	
	INSURER B : General Casualty Company of Wisconsin	
	INSURER C : Praetorian Insurance Company	
	INSURER D : Cincinnati Insurance Company	
	INSURER E : North Pointe Insurance Co	
INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			171000318	03/01/2024	03/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			161000042	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10000			191000210	03/01/2024	03/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	152000028	03/01/2024	03/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability			EXS0570374	03/01/2024	03/01/2025	\$15,000,000

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

CERTIFICATE HOLDER**CANCELLATION****Evidence of Coverage**

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



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Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505

October 17, 2022

Attention: Accounts Payable Department
RE: Change in Remittance Instructions

Dear Valued Customer:

To simplify our business processes, we are consolidating our banking facilities effective November 1st, 2022. Please send all payments and remittances to the following location:

For Electronic Payments:

Bank of America
ACH Routing Number: 125000024
Wire Routing Number: 026009593
SWIFT Code: BOFAUS3N
Account Number: 138110443128
Remittance to Cash@Galls.com

Regular Mail:

Galls LLC
P.O. Box 505614
St. Louis, MO 63150-5614

For Overnight Delivery:

Galls LLC
c/o: Bank of America Lockbox Services
Lockbox 505614
800 Market Street. 4th Floor
St. Louis, MO 63101

Please make the necessary changes to your records so that payments issued after November 1st, 2022, are sent to the new remittance location. For questions, please contact the Galls' AR Department at the following number or email address; 866-286-1360 or AR@Galls.com.

Thanks in advance for your cooperation.

A handwritten signature in black ink, appearing to read 'Dustin McDulin'.

Dustin McDulin
Chief Financial Officer
Galls, LLC

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Galls Parent Holdings, LLC	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	2 Business name/disregarded entity name, if different from above. Galls, LLC (FEIN 20-3545989)	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1340 Russell Cave Rd. 6 City, state, and ZIP code Lexington, KY 40505 7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

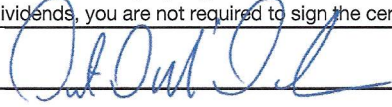
Social security number									
			-				-		
or									
Employer identification number									
8	2	-	4	0	9	9	4	6	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 4/1/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



1340 Russell Cave Road
Lexington, KY 40505

To Whom It May Concern,

Our W-9 is filled out properly for a Single Member LLC that files its Federal Income Tax return under its Parent Company.

Galls, LLC is a valid legal entity with FEIN # 20-3545989. For Federal Income Tax purposes only, Galls, LLC files as a division of its Parent Company, Galls Parent Holdings LLC and pays Federal Income Tax under FEIN # 82-4099469.

Galls' legal staff together with our Parent Company have issued this W-9 in accordance with Federal law and the use of this form.

A handwritten signature in blue ink, appearing to read 'Dustin McDulin', written over a horizontal line.

Dustin McDulin
Chief Financial Officer



Customer: City of Paducah Date: 11/12/2024
 Rep Name: Graham Hensley
 Acct #: 5151408

Bid Line	Galls Item Number	Manufacturer Item Number	Manufacturer	Description	Bid Price
1	TR1304	SU322K 011 28 REG	I Spiewak	SORBTEK DUTY TROUSERS	\$ 59.45
2	TR1305	SU322K 011 2 WN1	I Spiewak	WOMENS SORBTEK DUTY TROUSERS	\$ 59.45
3	SH1927	SU315ZMK 011 14.5 323	I Spiewak	SORBTEK PROFESSIONAL POLYESTER LS SHIRT	\$ 59.00
4	SH1928	SU316ZMK 011 26 WMN	I Spiewak	WOMENS SORBTEK PROFESSIONAL POLYESTER LS SHIRT	\$ 59.00
5	SW1936	SBLMP15 011 L 345	I Spiewak	MICRO FIBER POLY BASE LAYER L/S SHIRT	\$ 65.91
6	SW2574	UVS141 14.5 33	Lion First Responder/ Elbeco	ELBECO MENS UV1 REFLEX L/S UNDERVEST SHIRT	\$ 48.15
7	SH1925	SU310ZMK 011 14.5 REG	I Spiewak	SORBTEK PROFESSIONAL POLYESTER SS SHIRT	\$ 57.00
8	SH1926	SU311ZMK 011 26 WMN	I Spiewak	WOMENS SORBTEK PROFESSIONAL POLYESTER SS SHIRT	\$ 57.00
9	SW1935	SBLMP10 011 L REG	I Spiewak	MICRO FIBER POLY BASE LAYER S/S SHIRT	\$ 60.62
10	SW2559	UVS172 L	Lion First Responder/ Elbeco	ELBECO UV1 CX380 MENS UNDERVEST S/S SHIRT	\$ 44.62
11	JA3255	F1 57500 86 LARGE REG	FECHHEIMER BROTHERS UNIFORM CO	FLYING CROSS 2-IN-1 DUTY JACKET	\$ 132.00
12	JA3256	F1 57400 86 LARGE REG	FECHHEIMER BROTHERS UNIFORM CO	MENS DUTYGUARD FULL ZIP SOFTSHELL	\$ 96.00
13	RW122	S308VR YLBK LG REG	I Spiewak	SPIEWAK VIZGUARD DUTY REVERSIBLE RAIN JACKET-HIP LENGTH	\$ 140.14
14	RW121	S309V 062 L REG	I Spiewak	SPIEWAK VIZGUARD DUTY REVERSIBLE RAINCOAT	\$ 170.58
15	JA380	F1 38800 86 34 REG	FECHHEIMER BROTHERS UNIFORM CO	DRESS BLOUSECOAT WITH GLD P BUTTONS	\$ 120.00
16	JC810	F1 38833 86 06	FECHHEIMER BROTHERS UNIFORM CO	WOMENS SINGLE BREASTED DRESS COAT W/GLD P BUTTONS	\$ 120.00
17	JA3256	F1 57400 86 LARGE REG	FECHHEIMER BROTHERS UNIFORM CO	MENS DUTYGUARD FULL ZIP SOFTSHELL	\$ 96.00
18	JX763	F1 32700A 10 LARGE REG	FECHHEIMER BROTHERS UNIFORM CO	ENDURANCE THINSULATE ZIP-IN LINER	\$ 46.80
19	JX765	F1 73160A 86 XLARGE REG	FECHHEIMER BROTHERS UNIFORM CO	ENDURANCE ANSI CERTIFIED REVERSIBLE JACKET W/SIL P BTNS	\$ 160.20
20	BP1257	SCRPP93 011 32 WMN	I Spiewak	WOMENS SPIEWAK PROFESSIONAL SORBTEK POLY OUTER CARRIER	\$ 107.31
21	BP3396	V4114B L R	Lion First Responder/ Elbeco	ELBECO V4 BODYSHIELD EXTERNAL VEST CARRIER	\$ 99.69
22	HW851	5850-N-ML	RICHARDSON CAPS	WOOL BLEND R-FLEX MIDPRO SHAPE BASEBALL CAP	\$ 13.53
23	HW117	110-PW-SOLIDNAVY63/48POINT	MIDWAY CAP COMPANY	CAP 8 POINT SOLID BAND MIDWAY	\$ 100.00
24	HD079	HD079 NAV 612		PADUCAH PD 8PT CAP W/GOLD SCRAMBLES	\$ 79.00
25	ZW407D	9235 CLR DS	BAYLY, INC.	BA22 9235 CLEAR HAT COVER	\$ 6.15
26	HW401	89250-724-S/M	5.11 Inc.	TACTICAL FLEECE WATCH CAP W/5.11 LOGO ON LEFT SID	\$ 13.09
27	FW663	FQ00510-8 BLK 10 M	Rocky Brands Wholesale, LLC.	MENS PRO CELL HI GLOSS OXFORD	\$ 84.42

28	SP161	834-6906 105 M	WEINBRENNER SHOE COMPANY, INC.	SHOE CHUKKA PLAIN	\$ 152.31
29	SP870	FQ0000102 10 M	Rocky Brands Wholesale, LLC.	ROCKY S2V BOOT	\$ 258.97
30	SP161	834-6906 105 M	WEINBRENNER SHOE COMPANY, INC.	SHOE CHUKKA PLAIN	\$ 152.31
31	FT1016	E03180 10.5 EW	Bates - Wolverine Worldwide	BATES TACTICAL SPORT 2 TALL SZ BOOT	\$ 97.69
32	FT2874	E03580 10.0 M	Bates - Wolverine Worldwide	BATES WOMENS TACTICAL SPORT 2 TALL SZ BOOT	\$ 97.69
33	FT1055	E03160 10.5 EW	Bates - Wolverine Worldwide	BATES TACTICAL SPORT 2 MID BOOT	\$ 93.08
34	FT2655	26635 10.5 D	Danner, Inc.	DANNER STRIKER BOLT SIDE-ZIP 6" GTX BOOT	\$ 216.92
35	FW1312	FN3717-001 10.5	NIKE	NIKE SFB B2 BOOT	\$ 143.85
36	FW1506	12392ABR-019-10.5-R	5.11 Inc.	ATAC 2.0 8 STORM	\$ 110.74
37	FW1773	12401-019-10-R	5.11 Inc.	5.11 ATAC 2.0 6IN NZ	\$ 80.97
38	FT1777	12406-019-10-R	5.11 Inc.	5.11 WOMENS ATAC 2.0 8IN STORM SZ	\$ 110.74
39	FW1555	12444ABR-019-10.5-R	5.11 Inc.	5.11 A/T 8 SZ WP	\$ 136.94
40	FW1505	12391ABR-019-10.5-R	5.11 Inc.	ATAC 2.0 8	\$ 89.31
41	FW1507	12394ABR-019-10.5-R	5.11 Inc.	ATAC 2.0 6 SZ	\$ 83.35
42	FW1511	12454ABR-019-10.5-R	5.11 Inc.	SPEED 4.0 8 SZ	\$ 80.97
43	FW1390	12497-019-10.5-R	5.11 Inc.	SPEED 4.0 6 BOOT	\$ 78.58
44	FT2901	3024946-001 10.5	UNDER ARMOUR	UA STELLAR G2	\$ 74.46
45	FW748	831-6032 105 M	WEINBRENNER SHOE COMPANY, INC.	THOROGOOD MENS HIGH GLOSS ACADEMY CHUKKA BOOT	\$ 70.77
46	TR652	F1 47300 86 28 REG	FECHHEIMER BROTHERS UNIFORM CO	COMMAND WEAR CARGO POCKET TACTICAL PANT W/FREEDOM FLEX	\$ 77.58
47	SH932	F1 35R58 86 LARGE REG	FECHHEIMER BROTHERS UNIFORM CO	MENS P/C TWILL L/S TACTICAL SHIRT	\$ 59.71
48	TR903	F1 47300W 86 10 REG	FECHHEIMER BROTHERS UNIFORM CO	WOMENS COMMAND WEAR CARGO POCKET TACTICAL PANT W/FREEDOM FLE	\$ 77.58
49	HW851	5850-N-ML	RICHARDSON CAPS	WOOL BLEND R-FLEX MIDPRO SHAPE BASEBALL CAP	\$ 13.53
50	SH697	71339-724-L	5.11 Inc.	511 TACLITE TDU S/S SHIRT	\$ 47.03
51	SH4931	72175ABR-724-L	5.11 Inc.	TACLITE PRO L/S SHIRT	\$ 50.02
52	SW439	41060-724-L	5.11 Inc.	511 TACTICAL UNIFORM S/S POLO SHIRT	\$ 39.00
53	SW977	F1 VTX4000P NV LARGE	Vertx	MENS VERTX ACTION S/S POLO	\$ 45.85
54	SW993	61165-724-L	5.11 Inc.	5.11 WOMENS PERFORMANCE S/S POLO	\$ 35.72
55	TR3322	74461ABR-724-28-30	5.11 Inc.	FAST-TAC URBAN PANT	\$ 39.00
56	TR3152	F1 VTX1201W NV 0 30	Vertx	VERTX WOMENS FUSION FLEX PANT	\$ 81.65
59	TR1298	1316929 001 30 32	UNDER ARMOUR	TAC NYLON PANT	\$ 47.38
60	TR1297	1316928 001 30 32	UNDER ARMOUR	TAC STRETCH RS PANT	\$ 44.17
61	TR3305	74251ABR-029-28-32	5.11 Inc.	TACTICAL PANT	\$ 47.03
62	TR1655	1792581-366 30 30	COLUMBIA SPORTSWEAR COMPANY	COLUMBIA MEN'S FLEX ROC PANTS	\$ 38.46
63	TR1663	1348667-001 42 34	UNDER ARMOUR	UA FLEX PANT	\$ 41.23
64	TR3306	74273ABR-724-28-30	5.11 Inc.	TACLITE PRO PANT	\$ 45.25
65	TR3267	64358ABR-720-2-R	5.11 Inc.	WM TACTICAL PANT	\$ 45.25
66	TR3224	74369ABR-724-28-30	5.11 Inc.	5.11 STRYKE PANT W/FLEX-TAC TM	\$ 64.31
67	TR3221	64386ABR-724-6-R	5.11 Inc.	WM STRYKE PANT	\$ 64.31
68	TR3320	74434ABR-724-28-30	5.11 Inc.	APEX PANT	\$ 64.31
69	SH5007	62404ABR-724-L	5.11 Inc.	WM 5.11 STRYKE L/S SHIRT	\$ 63.11
70	SH5052	72399ABR-724-L	5.11 Inc.	STRYKE SHIRT	\$ 60.72
71	SH5058	72519ABR-750-L-R	5.11 Inc.	STRYKE PDU RAPID L/S	\$ 73.52
72	SH3583	71392-750-L-R	5.11 Inc.	STRYKE PDU MENS RAPID S/S SHIRT	\$ 69.37
73	SH4754	61047-750-L-R	5.11 Inc.	WOMENS S/S PDU RS RAPID SHIRT	\$ 66.68
74	LP006	LP6606-3-30-GLD	BOSTON LEATHER INC	LAWPRO 1-1/2IN LEATHER GARRISON BELT	\$ 17.80
75	LP133	87-30-8B	SAFARILAND, LLC.	SAFARILAND 4 ROW STITCH SAM BROWNE BELT	\$ 71.15
76	LR210	51-32-4B	SAFARILAND, LLC.	51 GARRISON BELT	\$ 38.85

77	ZA305	999-3-4	SAFARILAND, LLC.	999 GARRISON BELT W/VELCRO CLOSURE	\$ 49.23
78	LP071	99-3-4	SAFARILAND, LLC.	Safarilands Buckleless Inner Trouser Belt	\$ 40.38
79	NP516	59405-019-M	5.11 Inc.	511 TACTICAL 1 3/4 IN OPERATOR BELT	\$ 36.32
80	NP517	59409-019-L	5.11 Inc.	5.11 TACTICAL 1 1/2IN TRAINER BELT	\$ 36.32
81	LP127	77-83-4B	SAFARILAND, LLC.	SAFARILAND #77 DOUBLE MAGAZINE HOLDER	\$ 41.15
82	LP137	65-4-4B	SAFARILAND, LLC.	4-PACK 2-BUTTON BELT KEEPERS	\$ 17.31
83	ZC224	190-4B	SAFARILAND, LLC.	MODEL 190 HANDCUFF POUCH FOR CHAIN CUFFS	\$ 41.15
84	LP525	56132	ARMAMENT SYSTEMS AND PROCEDURE	LEATHER HANDCUFF CASE FOR	\$ 52.46
85	LP567	56139	ARMAMENT SYSTEMS AND PROCEDURE	DUTY OPEN TOP CASE HANDCUFFS	\$ 51.62
86	LP415	6360-832-481	SAFARILAND, LLC.	6360 ALS DUTY HOLSTER LEVEL III RETENTION	\$ 178.15
87	LP130	38-4-4B	SAFARILAND, LLC.	SAFARILAND MKIII DEFENSE SPRAY CASE	\$ 34.62
88	LP203	33-4V	SAFARILAND, LLC.	GLOVE POUCH W/VELCRO	\$ 22.89
89	ZA572	690-4B	SAFARILAND, LLC.	690 HANDCUFF STRAP W/SNAP	\$ 16.54
90	LP165	170-22PBL	SAFARILAND, LLC.	KEYRING SILENT KEY POUCH	\$ 27.69
91	ZA199	306-12-4	SAFARILAND, LLC.	POLY STINGER FLASHLIGHT CARRIER	\$ 33.85
92	LP143	730-4B	SAFARILAND, LLC.	D CELL HOLDER	\$ 16.54
93	LP244	35-F21-4	SAFARILAND, LLC.	EXPANDABLE BATON HOLDER	\$ 34.62
94	BA004	52433	ARMAMENT SYSTEMS AND PROCEDURE	ASP ROTATING SIDEBREAK SCABBARD FOR 21IN EXPANDABLE BATONS	\$ 51.62
95	BA009	52633	ARMAMENT SYSTEMS AND PROCEDURE	ASP ROTATING SIDEBREAK SCABBARD FOR 26IN EXPANDABLE BATONS	\$ 57.54
96	NP1530	GA1530WA	Hero's Pride - HG	GALLS NARCAN NASAL SPRAY CASE	\$ 18.05
97	LR035	9002	DUTYMAN INC	SAM BROWN BELT BUCKLE	\$ 3.71
98	LR035	9001	DUTYMAN INC	SAM BROWN BELT BUCKLE	\$ 3.71
99	BX946	C3034 RG	V H BLACKINTON BADGES	C3034 PADUCAH BADGE	\$ 130.12
100	BX946	C3034 HG	V H BLACKINTON BADGES	C3034 PADUCAH BADGE	\$ 130.12
101	BC045	B1009 RG	V H BLACKINTON BADGES	B1009 SUNBURST BADGE W/EAGLE & CIRCULAR PANEL	\$ 101.40
102	BC045	B1009 HG	V H BLACKINTON BADGES	B1009 SUNBURST BADGE W/EAGLE & CIRCULAR PANEL	\$ 101.40
103	BC046	B1009-EO RH	V H BLACKINTON BADGES	B1009-EO BADGE	\$ 69.06
105	BC046	B1009-EO GP	V H BLACKINTON BADGES	B1009-EO BADGE	\$ 73.78
106	BC968	230 BLK	V H BLACKINTON IDS ETC	DELUXE SINGLE ID BADGE WALLET	\$ 58.66
107	NT198	A10236 HG	V H BLACKINTON IDS ETC	WIDE NAMEPLATE, 2-1/2 X 3/4	\$ 27.62
108	NT198	A10236 RH	V H BLACKINTON IDS ETC	NAMETAG LARGE RHODIUM BLACKINTON	\$ 19.00
109	ZH335D	B1693 RH	V H BLACKINTON IDS ETC	B1693 SERVING SINCE BAR	\$ 18.92
110	ZH335D	B1693 GP	V H BLACKINTON IDS ETC	B1693 SERVING SINCE BAR	\$ 18.92
111	CB822	A7402 GP	V H BLACKINTON IDS ETC	A7402 P.P.D. DIE STRUCK 3/8 COLLAR BRASS - PAIR	\$ 13.09
112	CB822	A7402 RH	V H BLACKINTON IDS ETC	A7402 P.P.D. DIE STRUCK 3/8" COLLAR BRASS - PAIR	\$ 13.09
113	ZH347D	A7011-A RH	V H BLACKINTON IDS ETC	A7011A SMALL PRIVATE CHEVRON	\$ 22.08
114	ZY900	A7011 RH	V H BLACKINTON IDS ETC	A7011 SMALL CORPORAL CHEVRON - PAIR	\$ 22.08
115	ZA2062	A8765 GP	V H BLACKINTON IDS ETC	A8765 LARGE SGT RANK INSIGNIA (PAIR)	\$ 22.08
116	ZC516	A7010 GP	V H BLACKINTON IDS ETC	A7010 SMALL SGT CHEVRONS (PAIR)	\$ 20.46
117	ZA2245	A1140 GP	V H BLACKINTON IDS ETC	A1140 CAPTAIN BARS RANK INSIGNIA (PAIR)	\$ 23.92
118	CB349	A1975 GP	V H BLACKINTON IDS ETC	A1975 SMALL SMOOTH CAPTAIN BARS -PAIR	\$ 22.08
119	ZA3522	A1984 RH	V H BLACKINTON IDS ETC	A1984 EMBOSSED MAJOR LEAF INSIGNIA - PAIR	\$ 23.92

120	CB173	A1143 RHD	V H BLACKINTON IDS ETC	11N EMBOSSED OAK LEAF RANK INSIGNIA - PAIR	\$ 23.92
121	CB039	A1142 GP	V H BLACKINTON IDS ETC	A1142 COLONEL LG EAGLE RANK	\$ 23.92
122	CB030	A2015 GP	V H BLACKINTON IDS ETC	A2015 COLONEL SM EAGLE RANK - PAIR	\$ 23.92
123	JW1129	A4002-TT RH	V H BLACKINTON IDS ETC	A4002-TT STATE SEAL POLICE TIE TAC	\$ 29.54
124	JW1129	A4002-TT GP	V H BLACKINTON IDS ETC	A4002-TT STATE SEAL POLICE TIE TAC	\$ 29.54
125	UE064	P4916	Premier Emblem - HG	BRASS WHISTLE	\$ 2.29
126	UE064	P4917 USE UE065	Premier Emblem - HG	BRASS WHISTLE	\$ 2.29
127	UE061	P4908ALL	Premier Emblem - HG	SNAKE WHISTLE CHAIN W/EPAULET HOOK - GOLD	\$ 2.88
128	UE062	P4909	Premier Emblem - HG	SNAKE WHISTLE CHAIN W/SWIVEL & SQUARE HOOK - SILVER	\$ 2.88
129	ZA3873	SB-1-B GO	V H BLACKINTON IDS ETC	CAB SLIDE HOLDER 3/8 IN W/STANDARD CONFIGURATION	\$ 4.62
130	ZA3873	SB-2-B GO	V H BLACKINTON IDS ETC	CAB SLIDE HOLDER 3/8 IN W/STANDARD CONFIGURATION	\$ 5.62
131	ZA3873	SB-3-B GO	V H BLACKINTON IDS ETC	CAB SLIDE HOLDER 3/8 IN W/STANDARD CONFIGURATION	\$ 6.54
132	ZA3873	SB-7-B GO	V H BLACKINTON IDS ETC	CAB SLIDE HOLDER 3/8 IN W/STANDARD CONFIGURATION	\$ 16.92
133	CB249	A7140 GO	V H BLACKINTON IDS ETC	A7140 ONE COLOR 1 3/8 X 3/8 COMMENDATION BAR	\$ 16.69
134	BA035	52411	ARMAMENT SYSTEMS AND PROCEDURE	ASP 21IN EXPANDABLE BATON	\$ 144.69
135	BA192	82106	ARMAMENT SYSTEMS AND PROCEDURE	GALLS 26IN BATON	\$ 72.69
136	FL1836	69424	Streamlight	TLR-7X RAIL MOUNTED GUN LIGHT W/ REAR ADJUSTABLE SWITCH	\$ 145.95
137	FH306	75454	Streamlight	STINGER DS LED HL -NIMH	\$ 182.95
138	FZ227	74611	Streamlight	STRION DS HL RECHARGEABLE FLASHLIGHT	\$ 165.95
139	NY551	88051	Streamlight	TACTICAL HOLSTER	\$ 16.38
140	FH742	75375	Streamlight	BATTERIES FOR STINGER XT FLASHLIGHT	\$ 19.98
141	FL439	74175	Streamlight	STRION REPLACEMENT BATTERY	\$ 31.28
142	SP530	08613 LG	IMPLUS FOOTCARE, LLC	YAKTRAX PRO BLACK	\$ 26.92
143	RS021	350103	Smith & Wesson Corp.	SMITH WESSON NICKEL CUFFS NO ENGRAVING	\$ 27.31
144	RS1141	56060	ARMAMENT SYSTEMS AND PROCEDURE	ASP CHAIN ULTRA PLUS CUFFS - STEEL	\$ 66.85
145	RS1142	56061	ARMAMENT SYSTEMS AND PROCEDURE	ASP CHAIN ULTRA PLUS CUFFS - ALUMINUM	\$ 68.54
146	RS1141	56060	ARMAMENT SYSTEMS AND PROCEDURE	ASP CHAIN ULTRA PLUS CUFFS - STEEL	\$ 66.85
147	RS001	4710	PEERLESS HANDCUFF COMPANY	PEERLESS MODEL 700C CHAIN HANDCUFFS	\$ 29.62
148	RS070	JC-202	LIARN YANN ENTERPRISE CO, LTD	GALLS HANDCUFF KEY	\$ 2.08
149	FH457	85177	Streamlight	3-VOLT LITHIUM CR-123 BATTERIES (12-PACK)	\$ 29.15
150	KN526	831429	LEATHERMAN TOOL GROUP INC	LEATHERMAN MULTITOOL - SIDEKICK	\$ 63.85
151	BG2507	59012ABR-019-1 SZ	5.11 Inc.	PATROL READY BAG	\$ 60.14
152	UN195	TMK	WEBSTER INNOVATIONS	TACTICAL MIC KEEPER TMK	\$ 8.46
153	HS341	HS341	Ningbo Seahorse Electronics	GALLS 12 1/2 IN LED TRAFFIC BATON	\$ 7.18
154	AP831	EH-1389SC	Premier Comm Corp dba Pryme Ra	SURVEILLANCE EARPHONE (LISTEN ONLY), 3.5MM	\$ 19.85
155	AP415	EH-EPT-1001	EarHugger Safety Products	PRO AUDIO TUBE W/3.5MM PLUG	\$ 27.69
156	HP1006	TAC500-OTH	3M Company-Personal Safety Div	3M PELTOR SPORT TACTICAL 500 ELECTRONIC HEARING PROTECTOR	\$ 180.99
157	UA952	398 BLK LG	TATJACKET	TAT JACKET TEMPORARY TATTOO COVER-UP	\$ 15.38
158	VE046	78-100	ESMET INC	GALLS SEAT ORGANIZER BLACK	\$ 73.80
159	FA240	30-0001	NORTH AMERICAN RESCUE	C-A-T TOURNIQUET	\$ 30.25
160	LP310	B820	GOULD & GOODRICH LEATHER INC	GOLD LINE OPEN TOP PADDLE CUFF CASE	\$ 30.12

161	MB1051	E10-3021M-BLK	Eleven 10 LLC	CASE, G7 CAT RIGID TQ, MOLLE, BLACK	\$ 34.49
162	FE514	57P BLK	ZAK TOOL INC	WINDOW PUNCH W/POCKET CLIP	\$ 11.54
163	BG239	59049-019-1 SZ	5.11 Inc.	RANGE BAG BLK	\$ 93.48
164	BG1819	56561-019-1 SZ	5.11 Inc.	5.11 RUSH12 2.0 BACKPACK	\$ 81.57
165	BG397	56026-019-1 SZ	5.11 Inc.	BAIL OUT BAG	\$ 47.92
166	BG1654	180006-019-1SZ	First Tactical LLC	SPECIALIST BACKPACK 0.5D	\$ 105.15
167	BG1851	56565-019-1 SZ	5.11 Inc.	5.11 RUSH72 2.0 BACKPACK	\$ 142.89
168	EW539	XFL611	Wolf Peak International Inc	FASTLINK TACTICAL EYEWEAR - BLACK FRAMES	\$ 13.83
169	IC1054	IC1054 BLK	Qingdao Hellena Fashion Co.,Lt	G-Shield Face Covering Pack (2pcs)	\$ 5.02
170	KN452	SWFR25	AOB Products Company	SMITH & WESSON EXTREME OPS RESCUE KNIFE	\$ 22.48
171	LE801	1007119	FORENSIC SOURCE/SAFARILAND LLC	ARMOR FORENSICS' EVI-AQ ID NUMBERED TENTS	\$ 96.92
172	SA259	PCOB	BUSHNELL (UNCLE MIKES)	CLEANING KIT ALL CALIBERS EXTRA LONG	\$ 10.62
173	SA260	UOB	BUSHNELL (UNCLE MIKES)	CLEANING KIT RIFLE SHOTGUN	\$ 10.62
174	EM022	10-0037	NORTH AMERICAN RESCUE	HYFIN VENT CHEST SEAL TWIN PACK	\$ 17.02
175	FA112	OAL-4	Tactical Medical Solutions LLC	4 IN OLASES MODULAR BANDAGE	\$ 8.72
176	MB1046	E10-1019-BLK	Eleven 10 LLC	SABA POUCH,MOLLE BLACK	\$ 45.14
177	UA513	40007-019-L	5.11 Inc.	MENS S/S TACTICAL WICKING LOOSE CREW	\$ 25.00
178	UA615	40016-019-L	5.11 Inc.	(3-PK) 511 TACTICAL CREW NECK S/S UTILI-T	\$ 35.72
179	FW1520	10046-019-L	5.11 Inc.	DUTY READY ULTRA CREW 2 PACK	\$ 13.09
180	FW1518	10044-019-L	5.11 Inc.	DUTY READY + CREW 3 PACK	\$ 13.09
181	FW1519	10045-019-L	5.11 Inc.	DUTY READY + OTC 3 PACK	\$ 13.09
182	FW778	E11930570-001 L	Bates - Wolverine Worldwide	UNIFORM DRESS SOCKS	\$ 6.92
183	FT2138	1C010MZ-L	Swiftwick LLC	SWIFTWICK ASPIRE ONE MILITARY COMPLIANT ANKLE SOCK	\$ 11.54
184	UA1294	1365390-001002	UNDER ARMOUR	MENS UA TACTICAL COLDGEAR INFRARED BASE LEGGINGS	\$ 40.15
185	UA3225	1365388-001 LG	UNDER ARMOUR	TAC MOCK CGI BASE	\$ 40.15
186	UA3226	1365389-001 LG	UNDER ARMOUR	TAC CREW CGI BASE	\$ 35.34
187	UA011	QM9054B	Hero's Pride - HG	LAWPRO SHIRTS STAYS	\$ 6.29
188	SW2245	1343244-001 LG	UNDER ARMOUR	MENS BASE CREW 2.0	\$ 40.62
189	SW2241	1343243-001 LG	UNDER ARMOUR	MENS BASE CREW 3.0	\$ 46.85
190	SW2244	1343247-001 LG	UNDER ARMOUR	MENS BASE LEGGING 2.0	\$ 40.62
191	SW2240	1343246-001 LG	UNDER ARMOUR	MENS BASE LEGGING 3.0	\$ 47.38
192	SW2236	1343245-001 LG	UNDER ARMOUR	MENS BASE LEGGING 4.0	\$ 66.92
193	UA707	1005684-001001	UNDER ARMOUR	UNDER ARMOUR TECH T-SHIRT	\$ 19.23
194	BD384	79520-7102	STRONG LEATHER INC	STRONG HIDDEN BADGE WALLET	\$ 28.08
195	BC255	77501 OVL	STRONG LEATHER INC	BOOK STYLE BADGE CASE	\$ 11.52
196	BD023	716-PC-BLK-CSTM	PERFECT FIT	RECESSED BELT CLIP BADGE HOLDER W/30IN CHAIN	\$ 23.46
197	BC714	811X0 BLK	STRONG LEATHER INC	RECESSED CLIP-ON BADGE HOLDER	\$ 15.95
198	GL179	1010915	HATCH/SAFARILAND LLC	STREETGUARD GLOVE W/KEVLAR	\$ 26.92
199	GL1575	59385ABR-019-L	5.11 Inc.	TACLITE 4.0	\$ 30.95
200	GL1396	150001-019-L	First Tactical LLC	MENS LIGHT WT GLOVE	\$ 30.66
201	UA521	45015 BLK	SAMUEL BROOME UNIFORM ACCESSOR	3IN CLIP-ON POLY/WOOL TIE W/BUTTON HOLES	\$ 6.15
202	UA495	90111 BLK	SAMUEL BROOME UNIFORM ACCESSOR	3IN POLYESTER VELCRO TIE W/BUTTONHOLE	\$ 7.23
203	LP345	A519BPL-3	AKER INTERNATIONAL	MAG/CUFF COMBO	\$ 58.98
204	LP2225	7378RDS-68325-411	SAFARILAND, LLC.	SAFARILAND MODEL 7378RDS 71S ALS CONCEALMENT PADDLE & BELT LOOP COMBO HOLSTER	\$ 113.66
205	FH388	BTL-QUICKCAM	BRITE-STRIKE TECHNOLOGIES, INC	BRIGHT STRIKE BTL QUICK CAM HOLSTER	\$ 44.62
206	ZB014	090-18	SAFARILAND, LLC.	SA01 FORMED OPEN TOP CUFF CASE	\$ 30.77
207	TE325	38CL63BK	Vista Outdoor Sales, LLC	SERPA S.T.R.I.K.E. PLATFORM	\$ 14.57
208	LP476	A519ABPR-3	AKER INTERNATIONAL	PADDLE HANDCUFF AND MAG COMBO FOR ASP HANDCUFF	\$ 58.98
209	MB1051	E10-3021M-BLK	Eleven 10 LLC	CASE, G7 CAT RIGID TQ, MOLLE, BLACK	\$ 34.49

210	LP081	90-4HS	SAFARILAND, LLC.	Safariland Standard Cuff Case with Snap	\$ 34.62
211	ZA964	573-83-21	SAFARILAND, LLC.	SA01 5/3 PADDLEBACK CUFF/MAG HOLDER	\$ 46.54
212	TR3305	74251ABR-055-28-30	5.11 Inc.	TACTICAL PANT	\$ 47.03
213	SW439	41060-019-S	5.11 Inc.	511 TACTICAL UNIFORM S/S POLO SHIRT	\$ 39.00
214	TR3319	74433ABR-019-28-28	5.11 Inc.	STRYKE TDU PANT	\$ 69.37
215	UA707	1005684-001004	UNDER ARMOUR	UNDER ARMOUR TECH T-SHIRT	\$ 19.23
216	TR627	64359-019-2-R	5.11 Inc.	WOMENS RIPSTOP TDU PANT	\$ 50.91
217	JC483	602-002-L	Condor Outdoor Products Inc	SUMMIT SOFTSHELL JACKET	\$ 91.62
218	SR653	72194-019-XL	5.11 Inc.	511 RAPID ASSAULT SHIRT	\$ 53.29
219	FT1108	RKC072 COYB 12.5 M	Rocky Brands Wholesale, LLC.	ROCKY S2V PREDATOR MILITARY BOOT	\$ 150.23
220	FW1512	12464ABR-120-10.5-R	5.11 Inc.	SPEED 4.0 8 ARID	\$ 80.97
221	FT2404	12422-019-10.5-R	5.11 Inc.	5.11 A/T 8IN NON ZIP BOOT	\$ 121.46
222	FT1222	3021034 001 9 M	UNDER ARMOUR	UA VALSETZ RTS 1.5	\$ 93.08
223	FW1312	FN3717-001 10.5	NIKE	NIKE SFB B2 BOOT	\$ 143.85
224	FZ341	88066	Streamlight	STREAMLIGHT PROTAC RAIL MOUNT HL X	\$ 144.48
225	LP765	QUICK-KIT3-2	SAFARILAND, LLC.	QLS LOCKING FORK W/ TWO QLS 22 RECIEVERS	\$ 40.00
226	LP778	6004-25-2	SAFARILAND, LLC.	SMALL TACTICAL PLATE W/DFA	\$ 56.54
227	LR397	6004-16-2	SAFARILAND, LLC.	MLS SIZE 16 MOLLE ACCESSORY LOCKING FORK	\$ 16.54
228	MB1051	E10-3021M-BLK	Eleven 10 LLC	CASE, G7 CAT RIGID TQ, MOLLE, BLACK	\$ 34.49
229	NY324	31IDV2OD	High Speed Gear, Inc.	HIGH SPEED INTEGRATED D-RING COBRA BELT W/ VELCRO	\$ 101.54
230	TP583	31SPB2OD	High Speed Gear, Inc.	HIGH SPEED GEAR SLIM GRIP BELT	\$ 89.54
231	TP629	31PB02OD	High Speed Gear, Inc.	HIGH SPEED GEAR SURE GRIP PADDED BELT	\$ 96.92
232	TP630	11PT00OD	High Speed Gear, Inc.	HSG TACO SINGLE PISTOL MAG POUCH	\$ 33.23
233	TP631	11TA00OD	High Speed Gear, Inc.	HIGH SPEED GEAR TACO SINGLE RIFLE MAG POUCH	\$ 40.62
234	TP632	11DD00OD	High Speed Gear, Inc.	HIGH SPEED GEAR TACO DOUBLE DECKER RIFLE/PISTOL MAG POUCH	\$ 49.85
235	TP635	12DP00OD	High Speed Gear, Inc.	HIGH SPEED GEAR MAG NET DUMP POUCH	\$ 54.46
236	TP717	11DC00OD	High Speed Gear, Inc.	HIGH SPEED GEAR HANDCUFF TACO POUCH	\$ 41.54
237	SA385	MAG502-BLK	MAGPUL INDUSTRIES CORP	RSA RAIL SLING ATTACHMENT	\$ 26.60
238	SA292	MAG514-BLK	MAGPUL INDUSTRIES CORP	MS3 Sling GEN2	\$ 49.95
239	UA1468S	229A+007 ONE	Condor Outdoor Products Inc	CONDOR BLOOD TYPE PATCH SINGLE	\$ 1.17
240	BB371	151-002	Condor Outdoor Products Inc	CONDOR DOUBLE RIFLE CASE BLACK 36IN	\$ 90.08
241	SW2634	1365382-001 LG	UNDER ARMOUR	TAC PERFORMANCE POLO 2.0	\$ 38.46
242	TR3305	74251ABR-019-28-30	5.11 Inc.	TACTICAL PANT	\$ 47.03
243	SW439	41060-019-S	5.11 Inc.	511 TACTICAL UNIFORM S/S POLO SHIRT	\$ 39.00
244	SW456	42056-019-L	5.11 Inc.	511 TACTICAL PROFESSIONAL L/S POLO	\$ 42.86
245	SW993	61165-019-L	5.11 Inc.	5.11 WOMENS PERFORMANCE S/S POLO	\$ 35.72
246	SW977	F1 VTX4000P BK LARGE	Vertx	MENS VERTX ACTION S/S POLO	\$ 45.85
247	TR641	64358-019-2-R	5.11 Inc.	WOMENS TACTICAL MODERN FIT PANT	\$ 45.25
248	TR3221	64386ABR-019-0-R	5.11 Inc.	WM STRYKE PANT	\$ 64.31
249	TR1663	1348667-001 42 34	UNDER ARMOUR	UA FLEX PANT	\$ 41.23
250	TR3322	74461ABR-019-28-30	5.11 Inc.	FAST-TAC URBAN PANT	\$ 39.00
251	TR3320	74434ABR-019-28-30	5.11 Inc.	APEX PANT	\$ 64.31
252	FT2401	12429-019-11-R	5.11 Inc.	5.11 A/T TRAINER	\$ 98.83
253	ST131	71322-693-L	5.11 Inc.	S/S POLYESTER BIKE PATROL POLO	\$ 47.03
254	TR885	43057-019-28	5.11 Inc.	511 PATROL SHORTS	\$ 54.77
255	FT2401	12429-019-8-R	5.11 Inc.	5.11 A/T TRAINER	\$ 98.83

256	TR600	2098Z-BLK-MD	MOCEAN	MOCEAN TECH STRETCH ZIP OFF LEG PANT	\$ 46.15
257	FW1299	3026175-004005	UNDER ARMOUR	UA CHARGED ASSERT 10	\$ 50.77
258	TR3306	74273ABR-724-28-30	5.11 Inc.	TACLITE PRO PANT	\$ 45.25
259	SH697	71339-724-L	5.11 Inc.	511 TACLITE TDU S/S SHIRT	\$ 47.03
260	SR758	72054-724-L	5.11 Inc.	5.11 Tactical Tactile TDU Long Sleeve Shirt	\$ 50.91
261	JX904	3415 NAVY L	AUGUSTA SPORTSWEAR	AUGUSTA STYLE 3415 MICRO POLY WINDSHIRT/LINED	\$ 20.46
262	NP826	31327	SAFARILAND, LLC.	PATROLTEK LINER BELT	\$ 20.77
263	NY075	89071	BUSHNELL (UNCLE MIKES)	UNCLE MIKES SENTINEL LARGE OC/MACE POUCH	\$ 11.51
264	NP365	1017916	SAFARILAND, LLC.	ACCUMOLD OPEN TOP CUFF CASE	\$ 24.05
265	NP238	SHG048 BLK LG	S H RESOURCE CO, LTD.	GALLS MOLDED DUTY BELT	\$ 9.23
266	NP490	8002	Bianchi/Safariland PL	GALLS MOLDED NYLON DOUBLE MAG POUCH (GSA)	\$ 25.77
267	NP559	44A700BK	Vista Outdoor Sales, LLC	DUTY GEAR EXPANDABLE BATON CARRIER	\$ 18.17
268	SH3583	71392-019-L-R	5.11 Inc.	STRYKE PDU MENS RAPID S/S SHIRT	\$ 69.37
269	SH4754	61047-750-L-R	5.11 Inc.	WOMENS S/S PDU RS RAPID SHIRT	\$ 66.68
270	TR3306	74273ABR-190-28-30	5.11 Inc.	TACLITE PRO PANT	\$ 45.25
271	SH4931	72175ABR-190-M	5.11 Inc.	TACLITE PRO L/S SHIRT	\$ 50.02

Total \$14,658.94

Bid Evaluation Form
City of Paducah
Project Name PPD uniform bids

Evaluator No.: 1

Grading Criteria
Rating Values: 1 = Lowest - 10 = Highest
Calculation: Rating x Weight = Score

Firm Name: Galls

GRADING CRITERIA

Measurements	Rating Value	Weight	Score
Bid Price	<u>10</u>	x40	<u>400</u>
Customer Service (Provide References)	<u>10</u>	x20	<u>200</u>
Ability to Provide Electronic Purchasing System	<u>10</u>	x20	<u>200</u>
Availability to Deliver Within 10 Business Days	<u>8</u>	x20	<u>160</u>
		Total Score:	<u>960</u>

Evaluation Date: 11 / 19 / 24 Total Score Ranks 1 of 2

COMMENT SECTION

- Bid all items
- provided references
- existing website / system

Bid Evaluation Form
City of Paducah
Project Name PPD Uniform Bids

Evaluator No.: 2

Grading Criteria

Rating Values: 1 = Lowest - 10 = Highest

Calculation: Rating x Weight = Score

Firm Name: Galls

GRADING CRITERIA

Measurements	Rating Value	Weight	Score
Bid Price	10	x40	400
Customer Service (Provide References)	10	x20	200
Ability to Provide Electronic Purchasing System	10	x20	200
Availability to Deliver Within 10 Business Days	5	x20	100
		Total Score:	900

Evaluation Date: 11 / 19 / 24

Total Score Ranks 1 of 2

COMMENT SECTION

[illegible]

Bid Evaluation Form
City of Paducah
Project Name PPD Uniform Bids

Evaluator No.: 3

Grading Criteria
Rating Values: 1 = Lowest - 10 = Highest
Calculation: Rating x Weight = Score

Firm Name: Galls

GRADING CRITERIA

Measurements	Rating Value	Weight	Score
Bid Price	<u>10</u>	x40	<u>400</u>
Customer Service (Provide References)	<u>10</u>	x20	<u>200</u>
Ability to Provide Electronic Purchasing System	<u>10</u>	x20	<u>200</u>
Availability to Deliver Within 10 Business Days	<u>5</u>	x20	<u>100</u>
		Total Score:	<u>900</u>

Evaluation Date: 11 / 19 / 2024

Total Score Ranks 1 of 2

COMMENT SECTION

No information provided on ability to deliver within 10 Business days.

Bid Evaluation Form
City of Paducah
Project Name PPD Uniform Bids

Evaluator No.: 4

Grading Criteria
Rating Values: 1 = Lowest - 10 = Highest
Calculation: Rating x Weight = Score

Firm Name: Galls

GRADING CRITERIA

Measurements	Rating Value	Weight	Score
Bid Price	10	x40	400
Customer Service (Provide References)	10	x20	200
Ability to Provide Electronic Purchasing System	10	x20	200
Availability to Deliver Within 10 Business Days	5	x20	100
		Total Score:	900

Evaluation Date: 11 / 19 / 24

Total Score Ranks 1 of 2

COMMENT SECTION

Bid Price: All items priced out.

Customer Service (provide References): References provided

Ability to Provide Electronic Purchasing System: Evidence of electronic purchasing system.

Availability to Deliver Within 10 Business Days: Evidence of ability to deliver within 10 business days.

Bid Evaluation Form
City of Paducah
Project Name PPDunkemBij

Evaluator No.: 1

Grading Criteria
Rating Values: 1 = Lowest - 10 = Highest
Calculation: Rating x Weight = Score

Firm Name: Public Safety Store

GRADING CRITERIA

Measurements	Rating Value	Weight	Score
Bid Price	<u>3</u>	x40	<u>120</u>
Customer Service (Provide References)	<u>1</u>	x20	<u>20</u>
Ability to Provide Electronic Purchasing System	<u>1</u>	x20	<u>20</u>
Availability to Deliver Within 10 Business Days	<u>1</u>	x20	<u>20</u>
		Total Score:	<u>180</u>

Evaluation Date: 11 / 19 / 24

Total Score Ranks 2 of 2

COMMENT SECTION

- Numerous "no bid" items
- no references listed
- unknown if available
- unknown.

Bid Evaluation Form
City of Paducah
Project Name PPD Uniform Bids

Evaluator No.: 2

Grading Criteria
Rating Values: 1 = Lowest - 10 = Highest
Calculation: Rating x Weight = Score

Firm Name: The Public Safety Store, LLC

GRADING CRITERIA

Measurements	Rating Value	Weight	Score
Bid Price	<u>4</u>	x40	<u>160</u>
Customer Service (Provide References)	<u>1</u>	x20	<u>20</u>
Ability to Provide Electronic Purchasing System	<u>1</u>	x20	<u>20</u>
Availability to Deliver Within 10 Business Days	<u>1</u>	x20	<u>20</u>
		Total Score:	<u>220</u>

Evaluation Date: 11 / 19 / 24

Total Score Ranks 2 of 2

COMMENT SECTION

- Good price. Did NOT have items requested. SEVERAL NO Bids.
- Did NOT provide references.
- Did NOT indicate they have the ability to provide online purchasing.
- Did NOT indicate they could deliver within 10 days.

Bid Evaluation Form
City of Paducah
Project Name PPD Uniform Bids

Evaluator No.: 3

Grading Criteria
Rating Values: 1 = Lowest - 10 = Highest
Calculation: Rating x Weight = Score

Firm Name: The Public Safety Store, LLC

GRADING CRITERIA

Measurements	Rating Value	Weight	Score
Bid Price	<u>2</u>	x40	<u>80</u>
Customer Service (Provide References)	<u>1</u>	x20	<u>20</u>
Ability to Provide Electronic Purchasing System	<u>1</u>	x20	<u>20</u>
Availability to Deliver Within 10 Business Days	<u>1</u>	x20	<u>20</u>
		Total Score:	<u>140</u>

Evaluation Date: 11 / 19 / 2024

Total Score Ranks 2 of 2

COMMENT SECTION

No References Provided.

No Information on Electronic Purchasing System

No Information on ability to deliver within 10 Business Days

Did not bid multiple products

Bid Evaluation Form
City of Paducah
Project Name PPD Uniform Bids

Evaluator No.: 4

Grading Criteria
Rating Values: 1 = Lowest - 10 = Highest
Calculation: Rating x Weight = Score

Firm Name: Public Safety Store

GRADING CRITERIA

Measurements	Rating Value	Weight	Score
Bid Price	<u>2</u>	x40	<u>80</u>
Customer Service (Provide References)	<u>1</u>	x20	<u>20</u>
Ability to Provide Electronic Purchasing System	<u>1</u>	x20	<u>20</u>
Availability to Deliver Within 10 Business Days	<u>1</u>	x20	<u>20</u>
		Total Score:	<u>140</u>

Evaluation Date: 11 / 19 / 24

Total Score Ranks 2 of 2

COMMENT SECTION

Bid Price: Many items not priced out.

Customer Service: No references provided.

Ability to Provide Electronic Purchasing System: No example of electronic purchasing system provided.

CONTRACT

THIS CONTRACT made and entered into on this the 2nd day of December , 2024, by and between the CITY OF PADUCAH, KENTUCKY, hereinafter referred to as the "City," and GALLS LLC, hereinafter referred to as the "Seller."

WITNESSETH:

THAT the Seller agrees to sell to the City, and the City agrees to purchase from the Seller for the price and upon the terms and conditions hereinafter set forth, certain tangible personal property as follows:

Uniforms and gear for sworn police officers in an amount that will exceed \$40,000 for calendar year 2025, per unit prices, as contained in Seller's bid dated November 12, 2024. This contract shall be in effect January 1, 2025, through Dec. 31, 2027. Seller may increase unit prices not more than 4% for calendar year 2026 and 2027

THIS contract is executed pursuant to Municipal Order Number _____, authorizing the same, as adopted by Board of Commissioners of the City of Paducah, Kentucky, on the 10th day of December, 2024.

WITNESS the hands of both parties hereto on the day and year first above written.

CITY OF PADUCAH, KENTUCKY

BY _____

CITY CLERK

GALLS LLC

BY *ms Zell* _____

CEO

TITLE

WITNESS

Agenda Action Form

Paducah City Commission

Meeting Date: December 10, 2024

Short Title: Accept Donation of Property Located at 1200 Caldwell Street - **C. GAULT**

Category: Municipal Order

Staff Work
By: Nancy
Upchurch
Presentation
By: Carol Gault

Background Information: This property has been in the family of Martin W. Operle, Jr, dating back to 1956. He has no use for the property and wants to donate it to the City. Prior to agreeing to consider the acceptance of the property, staff requested Keuler, Kelly, Hutchins, Blankenship, and Sigler, LLP conduct a title search to ensure clear title could be obtained. The property is located on the Southside and, if accepted, the Planning Department will add it to the list of surplus properties and be marketed to developers for potential new residential development.

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

If yes, please list the Commission Priority: Housing-Investment in the community to help grow the housing stock.

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Staff recommends accepting the donation of the property.

Attachments:

1. MO - prop donated –1200 Caldwell Street. docx

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY
LOCATED AT 1200 CALDWELL STREET FROM MARTIN W. OPERLE, JR., TO
THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE
DEED CONSIDERATION CERTIFICATE

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners hereby approves and
consents to the donation of the property located at 1200 Caldwell Street from Martin W.
Operle, Jr.

SECTION 2. The Mayor is hereby authorized to execute the
Consideration Certificate in the Deed of Conveyance to accept the donation of property
as approved in Section 1 above. It is determined that the property is located on the
Southside and it will be turned over to the Planning Department to be added to the list of
surplus property and marketed to developers for potential new residential development.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 10, 2024
Recorded by Lindsay Parish, City Clerk, December 10, 2024
\\mo\prop donated – 1200 Caldwell Street

Agenda Action Form

Paducah City Commission

Meeting Date: December 10, 2024

Short Title: Accept Donation of Property Located at 854 Main Street - **G. CHERRY**

Category: Municipal Order

Staff Work
By: Greg Cherry
Presentation
By: Greg Cherry

Background Information: KBD Rentals, LLC would like to donate 854 Main Street property to the City of Paducah. This will benefit the City to receive this property versus foreclosure expenses. This property will be turned over to Planning for future re-development.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize Mayor George Bray to sign the deed transferring 854 Main Street property to the City of Paducah.

Attachments:

1. MO - prop donated –854 Main Street

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 854 MAIN STREET FROM KBD RENTALS, LLC, TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners hereby approves and consents to the donation of the property located at 854 Main Street from KBD Rentals, LLC.

SECTION 2. The Mayor is hereby authorized to execute the Consideration Certificate in the Deed of Conveyance to accept the donation of property as approved in Section 1 above. It is determined that it is necessary and desirable and in the best interest of the City to accept this donation in lieu of foreclosure expenses and to execute the Consideration Certificate contained in said Deed of Conveyance, which Deed of Conveyance and Consideration Certificate are hereby authorized and approved. Said property will be turned over to the Planning Department for future redevelopment.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 10, 2024
Recorded by Lindsay Parish, City Clerk, December 10, 2024
\mo\prop donated -854 Main Street

Agenda Action Form

Paducah City Commission

Meeting Date: December 10, 2024

Short Title: Approve the Creative and Cultural Council's Request for Proposal for a Public Art Project in the Walter Jetton/Southside neighborhood - **C. GAULT**

Category: Municipal Order

Staff Work By: Hope Reasons, Carol Gault,
Palmer Stroup

Presentation By: Carol Gault

Background Information: To enhance arts and culture in Paducah, the City established the Paducah Creative & Cultural Council in December 2019. One of the Council's roles is to assist with the installation of public art in neighborhoods, public places, and commercial corridors.

The Creative and Cultural Council is seeking artists to design and implement a public work of art for the Southside Community. Applicants are encouraged to be intentional and responsive with their proposals; interpreting, and creating awareness of Paducah's historic past, giving voice to/elevating local communities, and sharing the vibrancy of the City's contemporary character and cultural narrative.

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

If yes, please list the Commission Priority: Southside Enhancements; Quality of Life

Communications Plan: Attached is the recommended RFP for Public Art in the Walter Jetton area; This RFP was adopted by the Creative and Cultural Council at their last monthly meeting on Thursday, November 21. It was then asked that it be sent to the Board of Commissioners for approval and release pending said approval.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the RFP for the Creative and Cultural Council's Public Art Project for the Southside Community.

Attachments:

1. MO - RFP – Public Art Installation Southside – Creative and Cultural Council
2. RFP for Southside Revised (002)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CREATIVE AND CULTURAL COUNCIL TO INITIATE A REQUEST FOR PROPOSALS FOR A PUBLIC ART PROJECT IN THE WALTER JETTON/SOUTHSIDE NEIGHBORHOOD

WHEREAS, the Creative and Cultural Council was established in December 2019 to enhance arts and culture in Paducah; and

WHEREAS, one of the Council's roles is to assist with the installation of public art in neighborhoods, public places, and commercial corridors; and

WHEREAS, the Creative and Cultural Council is seeking artists to design and implement a public work of art for the Southside Community, and is requesting authorization to release a Request For Proposals for said art installation.

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

SECTION 1. That the Creative and Cultural Council is hereby authorized and directed to develop, advertise and initiate a Request for Proposals for the purpose of soliciting artists to design and implement a public work of art for the Southside Community.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, December 10, 2024
Recorded by Lindsay Parish, City Clerk, December 10, 2024
MO\RFP – Public Art Installation Southside – Creative and Cultural Council

**City of Paducah and
Creative and Cultural Council
Request for Proposals
Southside Neighborhoods Public Art Project**

Introduction

The City of Paducah, in partnership with the Creative and Cultural Council, is seeking artists to design and implement a public work of art for the Southside Community. Applicants are encouraged to be intentional and responsive with their proposals; interpreting, and creating awareness of Paducah's historic past, giving voice to/elevating local communities, and sharing the vibrancy of the City's contemporary character and cultural narrative. The competition is open to all professional visual artists, aged 18 and older, with public art experience that is commensurate with this project's scope.

Proposals must comply with the requirements outlined in the RFP. Incomplete and late proposals will not be reviewed. **Proposals must be submitted to the following address by 4:00 p.m., March 14, 2025.**

**City of Paducah
300 South 5th Street
Paducah, KY 42003
ATTN: City Clerk's Office**

Please include on the outside of the application package "Southside Neighborhoods Public Art Project."

Questions regarding this Request for Proposal must be submitted in writing by February 7, 2025. Questions must be submitted via email to Hope Reasons, Grants Administrator for the City of Paducah at hreasons@paducahky.gov. Answers to the questions will be posted on the City of Paducah website with the Request for Proposal information.

Paducah's Southside Neighborhoods

The Southside Community has a rich history dating to the early 1800s. Originally known as "The Bottoms," the neighborhood was established as a working-class community where many African American families settled. Over time, it became a vibrant center for commerce and culture in the city. It was an enclave to many private homes, churches, businesses, and community organizations that played essential roles in the civil rights movement. Despite facing challenges such as urban renewal projects and economic decline, the Southside community has continued to preserve its history. Its community serves as a reminder of the resilience and contributions of African Americans in the city and nationwide.

The location of the project will be the Paducah Southside Community along the Walter Jetton Boulevard. Nearby focal points include the Dunlap Building which houses the Paducah Symphony offices and Jetton Schoolhouse Apartments, Hotel Metropolitan, Coleman Park, and multiple churches. The artist will work with the City on the specific location along Walter Jetton Boulevard for any engineering or permitting requirements.

The goals for this project include beautification, cultural development, and inclusivity. Beautification focuses on enhancing the environmental and aesthetic appeal of the Southside Community. Cultural development reflects the community's character and history, enriching the area's identity. Inclusivity is that the work is reflective of the Southside's diverse population and culture.

Eligibility

The competition is open to all professional visual artists, aged 18 and older, with public art experience that is commensurate with this project's scope. Creative and Cultural Council members, City of Paducah staff, and selection committee members are not eligible to participate.

Applicants must reside within a 90-mile radius or have previously lived within a 90-mile radius of Paducah/McCracken County.

Community Engagement

Public engagement is a key component of successful public art and is a requirement for this project. It can involve the community in a variety of ways, including:

Creative process

The public can be involved in the creative process, from directly participating in the creation of the artwork to providing conceptual input.

Community input

The public can provide input into the final outcome of the project. This can be done through a public meeting, a community-based committee, or other methods.

Community collaboration

The public can collaborate with the artist to develop the artwork. This can help to ensure that the art reflects the community's diverse perspectives and voices.

Soliciting content

The public can be asked to share their thoughts on the community, such as by writing a word on a dry erase board. The words can then be used to guide the artist's content for the artwork.

As part of the application process, each artist is asked to provide a brief plan regarding how they will incorporate community engagement into their project.

Proposal Requirements

The individual or team submitting a proposal for this project must be in good standing with the City of Paducah. If awarded this project, the artist will be required to have a current Business License with the City.

Please include the following items in your proposal:

- Contact information: Name, address, telephone, email, and website
- Statement of Interest - Describe your interest in this project and how your artwork and technical process would be well-suited for this opportunity.
- Brief statement about your art, your interest in and/or commitment to public art.
- A brief plan regarding how you will incorporate community engagement into your project
- Current resume highlighting experience with site-specific work and public art.
- Contact information for two references familiar with your work.
- Digital images of up to 6 works available for consideration.
- For existing work: up to 3 images
- For proposed work: up to 6 images of models or concept drawings
- Each image must be submitted as a separate JPG file, not to exceed 2MB – **Images must be saved on a flash drive and included with submission package.**
- If submitting a sculpture that is kinetic or interactive, images may be accompanied by a video file.
- Each image file should be named using the “LastName_FirstName_01” format, where the numbers directly correspond to the image identification list described below.
- Numbered image identification list indicating:
 - Title
 - Year created
 - Materials
 - Dimensions
 - Approximate weight
 - Sale price (or insurance value if not for sale)

Also include a brief description of each submitted artwork, including all pertinent information (materials used, interactive or kinetic elements, presentation details, maintenance needed, etc.), as well as description of installation method and requirements for each piece, including:

- Timeline
- Installation procedure
- Anchoring mechanisms
- Sculpture footprint dimensions (if applicable)

Proposal Evaluation

A Selection Committee made up of Creative and Cultural Council representatives, public art professionals, and at least one professional with expertise in planning and zoning, architecture and design, or construction, will be convened to review the applications and select the finalists and sites. All committee representatives will be residents of Paducah/McCracken County.

Each application will be scored based on the following criteria for a total score of up to 100 points. Each criterion has up to 20 points available:

- Artist's Statement of Interest
- Artistic excellence and innovation as demonstrated by past work
- Artist's plan for community engagement
- Project's alignment with the stated goals
- Ease of maintenance, durability, and sustainability of proposed materials

Interviews: The City of Paducah and Creative and Cultural Council may ask the top ranked artists to attend a presentation and/or interview opportunity as part of the evaluation process.

Additional Notes Regarding the Project

The total budget for this project is \$50,000.

A list of historic businesses and schools will be available to the applicant artist upon request to assist with capturing the history of the Southside Community.

The artist is responsible for maintaining and providing proof of General Liability Insurance for the duration of the project.

Due to pedestrian and commercial activity around the project sites, the artwork must be compatible with these activities. Artworks that are hazardous, sharp or dangerous to the public will not be considered. Completed installation must meet all safety requirements and be approved by City officials if necessary.

Proposed projects should have strong visual impact and:

- Must be of a scale and material suitable for long-term outdoor display.
- Must be of sound design, free standing and suitable for public display.
- Must be able to be placed, installed, or anchored in a secure fashion; should a base be necessary; the artist will be responsible for the design of the base and may be responsible for the installation of the base. (Structural engineering may be required to comply with City code).
- Be designed to withstand an outdoor, high traffic, unmonitored environment with no or very little maintenance

The City of Paducah reserves the right to remove damaged or improperly installed artwork. In either case, the City will notify the artist to repair or remove the work. If no action by the artist is taken, the City reserves the right to remove the work and will notify the artist of its course of action.

The City reserves the right, in its sole discretion, to reject any or all submissions, reissue a subsequent RFQ, terminate, restructure or amend this procurement process at any time. If, regardless of the reason, the contract for the project is not executed within thirty days after submittal to the artist, the City reserves the right to withdraw the selection of the artist. The City reserves the right to negotiate unacceptable provisions incorporated within an otherwise acceptable proposal.

A proposer may not withdraw their proposal within 90 days after the actual date of the opening. Under justifiable circumstances, the City may release a bid/proposal if the proposer can demonstrate that an obvious error was made while preparing the proposal.

Work must be performed in accordance with applicable policies and regulations of the Commonwealth of Kentucky, County of McCracken and City of Paducah. The proposer shall procure all permits and licenses, and shall pay all such fees or charges, and give all notices necessary and incidental to performing the work. Further, the proposer shall be familiar with and comply with all Federal, State, County and City laws, by-laws, ordinances, and regulations, which control the work, actions and operations of those engaged or employed in the work or which affect materials used.

The City of Paducah reserves the right to request additional information as necessary to assess the ability of each proposer to fulfill the requirements outlined in this RFP. Proposers are required to provide any requested information and documentation to assist the City in this evaluation. The City may reject any bid or proposal if it is determined that the artist is not qualified to meet the terms of the agreement and complete the work as outlined. The City also has the discretion to disqualify any proposer based on unsatisfactory performance on previous projects. Additionally, the City retains the right to reject any or all bids/proposals and to waive any minor irregularities or technicalities in the submissions.

The City of Paducah will not discriminate on the grounds of race, color, national origin, sex, age, or disability when issuing Invitations to Bid.

Agenda Action Form

Paducah City Commission

Meeting Date: December 10, 2024

Short Title: Amend Chapter 106 of the Code of Ordinances related to business licenses - **D. JORDAN**

Category: Ordinance

Staff Work By: Stephanie Millay,
Jonathan Perkins
Presentation By: Daron Jordan

Background Information: From time to time, the City of Paducah's code of ordinances needs to be refreshed and clarification language added. This amendment adds clarifying language to make it clear that EACH business location must be treated as a stand-alone license; and, that each location is licensed as such. This is a housekeeping amendment.

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: Staff recommends that the proposed ordinances clarification amendment be passed.

Attachments:

1. 106 – Business License Gross receipts amendment 2024

ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING CHAPTER 106, ARTICLE III, GROSS RECEIPTS
LICENSE TAX, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH**

WHEREAS, in enacting Chapter 106, Article III of the Paducah Code of Ordinances, the City's intent was to require all physical locations of businesses within the City's limits to obtain a business license; and

WHEREAS, at least one business has taken the position that the Ordinance, as it currently reads, is unclear in that regard; and

WHEREAS, the Board of Commissioners deems it necessary and in the best interest of the City to amend various provisions of Chapter 106, Article III to ensure the City's intent is clear; and

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

SECTION 1. That the City of Paducah, Kentucky hereby amends Chapter 106, Article III, Gross Receipts License Tax, of the Paducah Code of Ordinances by amending the following sections:

Sec. 106-61. Definitions.

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

Agent means and includes a person who provides a service for and on behalf of another person for a commission under an agreement or arrangement whereby the person receiving the commission is obligated to pay for such person's own expenses associated with such person's transaction of business without reimbursement from the other party. Such expenses would include expenses relating to office rent and maintenance, clerical assistance and support staff, associates and agents, advertisement, and other expenses which are typically incurred in carrying

on a business. The Finance Director shall be authorized to determine whether a person constitutes an agent under this article.

Business means and includes the carrying on, transacting or exercise, for gain or economic benefit, either directly or indirectly, of any business, trade, profession, occupation, vocation, calling or other type of commercial or mercantile activity of every kind and description, and the rendering of any type of service associated therewith, which is conducted in the City. The term "business" shall not include the usual activities of boards of trade, chambers of commerce, trade associations or unions (or other associations performing the services usually performed by trade associations or unions), or the United Way; corporations organized and operated exclusively for religious, charitable, scientific, literary, educational, or civic purposes, or for the prevention of cruelty to children or animals; or clubs or fraternal organizations operated exclusively for social, literary, educational or fraternal purposes, where no part of the earnings or income or receipts from such units, groups, or associations ensures to any private shareholder or individual; provided, however, that, if any such unit, group, or association shall engage in activities other than the activities in which such units, groups, or associations usually engage, such other activities shall be included in the term "business." Activities conducted for gain or profit by any educational institution, hospital, or any other institution mentioned in this article are included in the term "business."

Business entity means and includes all individuals, sole proprietorships and associations, and all legally created entities, including, but not limited to, corporations, limited liability companies, business development corporations, partnerships, limited partnerships, registered limited liability partnerships, joint stock companies, receiverships, trusts, professional service organizations, or any other legal entity or organization through which business is conducted. A business entity shall also include an agent as that term is defined under this article, and an independent contractor or other person who is not an employee as that term is defined under article IV. A business entity shall not include any employee who is required to pay the license fee on the employee's compensation under article IV.

Business entity location means and includes each physical location of a business entity.

Fiscal year shall have the same meaning as defined in section 7701(a)(24) of the Internal Revenue Code.

Gross receipts shall be defined in accordance with the following provisions:

- (1) The term "gross receipts" means and includes all revenues or receipts of value derived from the sale, lease, or other disposition of goods, services or property, or the title, use and possession relating thereto, from any business, of any kind conducted in the City, in the form of cash, credits, or other value proceeding from or accruing from the sale of tangible property (real or personal) or the rendering of any services, or both, including and without any deductions therefrom for interest, rentals, royalties, the cost of material used, the cost of goods sold, labor costs, taxes, or any other costs, or any other expenses whatsoever; provided, however, that a deduction from gross receipts shall be authorized for the following amounts, subject to the condition that such deduction is made and scheduled on the return and application which reports the gross receipts:
 - a. The amount of State or Federal excise, sales and use taxes computed on a basis of the sales prices of commodities sold by a taxpayer.

- b. The amount of any refund or credit given on a sale price of property sold and returned during the period covered by the return. If the total amount received is refunded or allowed as a credit, the total sales price of the article returned may be deducted from gross receipts. If a part of the total sales price is refunded or allowed as a credit, the amount to be deducted from the gross receipts is the amount refunded or allowed as a credit.
 - c. The amount of accounts receivable which have been written off during the period covered by the return, provided that such accounts receivable were reported as gross receipts under the return.
 - d. The amount of gross receipts from the sale of alcoholic beverages licensed under chapter 6 and laws of the state.
- (2) The term "gross receipts," when used in connection with, or in respect to, financial transactions involving the sale of notes, stocks, bonds, or other securities, or the loan, collection, or advance of money, or the discounting of notes, bills or other evidence of debt, or the assignment of, or purchase of, municipal, County, or State tax bills, means the gross interest, gross discount, gross commission, or other gross receipts earned by means of or resulting from such financial transactions, but the term "gross receipts" shall not include amounts received as repayment of the principal of debts.
 - (3) The term "gross receipts," when applied to all principals and agents, includes not only the amounts actually received by them but also includes all commissions paid by them or received for them by brokers, commission merchants, attorneys, or agents in such transactions, as the case may be, and all other expenses and discounts incident thereto.
 - (4) The term "gross receipts" shall not include the gross receipts from sales made by a participant in an event relating to a parade or general assembly for which a permit was issued.
 - (5) The term "gross receipts" shall not include any gross receipts which are solely attributable to any activity performed outside of the City which would be defined as an activity in interstate commerce which would be protected under the Commerce Clause of the United States Constitution.
 - (6) The term "gross receipts" as otherwise defined under any classification which is identified and described under division 2 of this article shall be as defined in accordance with the specific provisions which are set forth under such classification.

Manufacturing means and includes the process whereby material having no commercial value for its intended use before processing and which has appreciable commercial value for its intended use after processing by machinery. The term "manufacturing" shall not include processing or finishing operations which do not change the general design or form of a product. The term "manufacturing" shall not include foundries, machine shops or in shops, blacksmiths or other sheet iron or metal work.

Person means and includes an individual, firm, partnership, joint venture, association, corporation (domestic and foreign), trust, estate, assignee, receiver, or any other legal entity or group or combination acting as a unit.

Revenue and receipts of value means and includes any value received from the sale, lease or other disposition of goods, services or property, or the title, use and possession of same. In addition to meaning a sale of property for money, the term "revenue and receipts of value" also includes any transaction, exchange, or barter or disposal or otherwise, for a consideration. The amount to be reported as receipts from a sale, lease or other disposition in a trade or business is as follows:

- (1) If the sale, lease or other disposition was made for a consideration wholly in cash, the total cash received constitutes the receipts.
- (2) If the sale, lease or other disposition was made for part in cash, the balance to be paid within a period of time, the amount of cash plus the amount which was to be paid constitutes the receipts, provided that the subsequent receipt of the deferred payment does not constitute a receipt under this article.
- (3) If the sale or lease or other disposition was made for part in cash and part by note or other evidence of indebtedness, the amount of cash plus the face value of the note of indebtedness constitutes the receipt; provided, however, that the subsequent receipt of payment of such note or evidence of indebtedness does not constitute a receipt within the meaning of this article.
- (4) If a sale, lease or other disposition is made for credit, the amount of such credit constitutes the receipt; provided, however, that subsequent liquidating of such credit does not constitute a receipt within the meaning of this article.
- (5) If the sale, lease or other disposition is on an installment basis, the total amount of the installments paid, or to be paid, constitutes the receipts, including any interest or carrying charges.
- (6) If the sale, lease or other disposition is made by exchange of property of any kind, the fair market value of the property received in exchange constitutes the receipts. However, where a used article is accepted in part payment of the purchase price of a new article, such as automobiles, furniture, washing machines, radios, mechanical refrigerators, and the like, the seller of the new article shall report the sales price of the new article less any allowance made for the used article. When such used article is sold, the sales price of the used article shall constitute receipts within the meaning of this article.

Tax district means and includes a city of the first to fifth class, County, urban-county, charter county, consolidated local government, school district, special taxing district, or any other statutorily created entity with the authority to levy net profits, gross receipts, or occupational license taxes.

Taxable gross receipts means and includes the gross receipts realized by a business entity from a each physical business located and conducted in the City, or if a business entity realizes gross receipts from a business located both in the City and another tax district, that portion of the gross receipts which are taxable in accordance with the apportionment made under the apportionment provisions of section 106-67.

Wholesale means and includes the sale of something for resale or doing a regular business of selling large quantities of goods, wares or merchandise to industries, institutions or other

businesses for processing in their operations at markups in prices which are comparable to those of wholesalers selling to retailers.

[. . .]

Sec. 106-63. License and payment of tax required; exemptions.

- (a) It shall be unlawful for any business entity or business entity location to engage in any business in the City until that business entity has first obtained a separate business license certificate for ~~that~~ each business entity location and paid the amount of license tax to the Finance Director as required under this article; provided, however, that the provisions of this section and article shall not apply to:
 - (1) Persons who anticipate and earn less than \$600.00 in gross receipts as defined in section 106-61 from a business located in the City for any calendar or fiscal year.
 - (2) Business entities which are exempt from having to comply with the provisions of this article by virtue of Federal or State law.
- (b) If any business entity dissolves or withdraws from the City during any reporting period, or if any business entity surrenders or loses its charter during any reporting period, the dissolution, withdrawal, or loss or surrender of charter shall not relieve the business entity from its obligation to file the annual license tax return and pay the annual license tax on its taxable gross receipts realized during such reporting period as required under this article, nor shall it be relieved from the liabilities which arise from any failure to perform such obligations which are prescribed under this article.

[. . .]

Sec. 106-64. New business; business entity to file application for business license for each separate business entity location; payment of minimum annual license tax; payment of annual license tax in following year.

- (a) In the event a business entity intends to engage in a new business in the City, the business entity shall first obtain a business license certificate for each such business entity location, and pay the minimum annual license fee which is defined under division 2 of this article.
- (b) To obtain a business license certificate, the business entity shall file an application for a business license certificate with the Finance Director for each business entity location. The application shall be made on a form provided by the Finance Director. The business entity shall report the business entity's legal name, any tradename which will be utilized by the business entity, each business that the business entity intends to conduct in the City, the address of the location of cash business, and any other information which is required by the Finance Director as reflected on the application form. The business entity shall pay the minimum annual license tax to the Finance Director for each business entity location at the time that the application is filed.

- (c) In the event the Finance Director determines that the business entity has properly filed ~~the~~ an application and paid the appropriate minimum annual license tax for each business entity location, the Finance Director shall issue a business license certificate for ~~the each~~ each business location for which the application was made in accordance with the provisions under section 106-69.
- (d) In the event any business entity realizes taxable gross receipts from a new business for all or a part of a reporting period as defined under section 106-65, the business entity shall be required to file the annual license tax return and business license application(s), and pay the annual license tax for such reporting period, as required under said section.

Sec. 106-65. Annual license tax imposed on business entities at each separate location; filing of annual license tax return and business license application; payment of annual license tax; due date for filing and payment of tax.

- (a) Each business entity which conducts business in this City shall be required to pay an annual license tax based upon its taxable gross receipts which are realized by ~~the each~~ each business entity location from such business. The amount of the license tax shall be determined in accordance with this section, and the provisions which are set forth under division 2 of this article. The annual license tax imposed under this section shall be for the privilege of doing business in the City, and is utilized as a measure to raise revenue to help defray the costs incurred by the City in providing municipal services which support, protect and promote the business of all business entities.
- (b) Each business entity shall be required to prepare and file an "Annual License Tax Application" for each business location. This return and application shall include the annual license tax return which is required to be filed under this section, and the annual application for a business license certificate which is required to be filed under section 106-69.
- (c) The business entity shall file the return(s) and application(s) on or before the due date of April 15 of each calendar year; provided, however, that if the business entity operates on a fiscal year which is not based on the calendar year, the business entity shall file the return(s) and application(s) on or before the 15th day of the fourth month following the close of the business entity's fiscal year. The return and application shall be filed with the Finance Director.
- (d) The return and application shall be made on a form provided by the Finance Director. Each return and application submitted by the business entity shall identify the name and address of the business entity as reflected on the business entity's State tax return, along with the physical address for the business entity location for which the application is submitted, each kind of business which the business entity location conducted in the City in the reporting period, ~~the address of each location or locations of each business~~, the gross receipts and taxable gross receipts which are realized from ~~each the~~ the business during the reporting period, and the annual license tax which is due. The business entity shall attach a copy of its Federal tax return, together with all supporting statements and schedules, to its return and application.

- (e) The business entity shall make its return based on the preceding calendar year period, and shall report all taxable gross receipts realized by the applicable business entity location during such reporting period. Provided, however, that if a business entity makes a Federal income tax return on a fiscal year basis, the business entity shall make its return based on its fiscal year period, and shall report all taxable gross receipts realized by the business entity location during such reporting period.
- (f) The business entity shall also report the annual license fee which is to be paid by the business entity. The annual license fee shall be based on the business entity's location's taxable gross receipts realized during the reporting period, and shall be computed in accordance with the classifications and the schedules as set forth under division 2 of this article. The business entity shall pay the annual license fee to the Finance Director at the time that the business entity files ~~it's~~ a return and application. The annual license tax shall be paid without regard to any extension of time for filing of the return and application.

Sec. 106-66. Proof of timely filing; weekends and holidays.

- (a) Each business entity shall file each required return and application, and pay the annual license tax, on or before the close of city business on the due date. A business entity shall be deemed to have complied with this filing requirement if the business entity shall have tendered the return and application and the payment of the annual license tax to the United States Post Office for mail delivery service prior to 12:00 midnight of the due date. To evidence such tender, the business entity shall be required to obtain proof of such timely tender, which proof may be by postmark or by such other evidence which is acceptable to the Finance Director. Provided, however, that in the event the payment of the annual business tax fails for any reason, whether by insufficient funds, lack of proper execution of form, or other reason, payment of the annual license fee shall be deemed untimely, and shall subject the business entity to the penalties as set forth under this article.
- (b) Whenever the due date for filing a return and application and payment of the annual license tax falls on a Saturday or Sunday, the business entity shall be given an extension until the following Monday to file the return and application and pay the license tax. In the event the following Monday is a city holiday, the business entity shall be given an additional extension to the City's next business day to file the return and application and pay the license tax.
- (c) Notwithstanding the aforementioned extension, the business entity shall nevertheless comply with the requirements for a timely filing as defined under this section.

Sec. 106-67. Taxable gross receipts; apportionment.

- (a) All gross receipts realized by a business entity from a one or more businesses located in the City shall be deemed taxable gross receipts, except as otherwise provided under this section or under any other provision of this article.
- (b) Except as otherwise provided in subsection (d) of this section, where the business is located both in the City and another tax district, gross receipts shall be apportioned as follows:
 - (1) For business entities with both payroll and sales revenue in more than one (1) tax district, by multiplying the gross receipts by a fraction, the numerator of which is the

payroll factor, which is described in subsection (c) of this section, plus the sales factor, which is described in subsection (d) of this section, and the denominator of which is the number two (2); and

- (2) For business entities with sales revenue in more than one (1) tax district, by multiplying the gross receipts by the sales factor as set forth in subsection (d) of this section.
- (c) The payroll factor is a fraction, the numerator of which is the total amount of compensation paid or otherwise payable by the business entity location during the reporting period which is attributable to services performed by the business entity's location's employees in the City, and the denominator of which is the total compensation paid or otherwise payable by the business entity location during the reporting period for all of the services performed by the business entity's location's employees wherever located. Compensation attributable to employees in the City is based on the time that the employees performed services in the City.
- (d) The sales factor is a fraction, the numerator of which is the total sales revenue of the business entity location in the City during the reporting period, and the denominator of which is the total sales revenue of the business entity location everywhere during the reporting period.
 - (1) The sale, lease, or rental of tangible personal property is in the City if:
 - a. The property is delivered or shipped to a purchaser, other than the United States government, or to the designee of the purchaser within the City, regardless of the f.o.b. (free on board) point or other conditions of the sale;
 - b. The property is shipped from an office, store, warehouse, factory, or other place of storage in the City and the purchaser is the United States government;
 - c. Sales made from a place of business within the City, both to persons within the City and to persons outside the City, including sales made by contracts entered into in the City or sales, where deliveries of commodities are made within the City;
 - d. In the case of a business entity owning or operating a one or more businesses located both in and outside of the City for the sale of goods, wares or merchandise, the sales of goods, wares, or merchandise which are located in the City at the time of sale or delivery of such goods, wares, or merchandise.
 - (2) Sales revenues, other than revenues from the sale, lease or rental of tangible personal property or the lease or rental of real property, are apportioned to the City based upon a fraction, the numerator of which is the time spent in performing such income-producing activity within the City and the denominator of which is the total time spent performing that income-producing activity.
 - (3) Sales revenues from the lease or rental of real property is allocated to the tax district where the property is located.
- (e) For purposes of this section, the term "sales revenues" shall mean and include receipts from the sale, lease or rental of goods, services or property, and the term "compensation" shall

mean and include those amounts which are a part of compensation as that term is defined under article IV of this chapter.

- (f) If the apportionment provisions of this section do not fairly represent the extent of the business entity's activity in the City, the business entity may petition the Finance Director, or the Finance Director may require, in respect to all or any part of the business entity's business activity, if reasonable:
 - (1) Separate accounting;
 - (2) The exclusion of any one (1) or more of the factors;
 - (3) The inclusion of one (1) or more additional factors which will fairly represent the business entity's business activity in the City; or
 - (4) The employment of any other method to effectuate an equitable allocation and apportionment of gross receipts.
- (g) In the event a business entity makes a petition with the Finance Director under subsection (e) of this section, and the Finance Director agrees to accord to the business entity a reasonable alternate method of apportionment, the Finance Director shall have the authority to require the business entity to continue the utilization of the alternate method of apportionment in future returns and applications made by the business entity.

Sec. 106-68. Extension of time for filing return and application.

- (a) In the event a business entity is unable to file its final return and application(s) on or before the due date, the business entity may request the Finance Director for an extension to file its final return and application(s). Provided, however, that to obtain an extension, the business entity shall have complied with the following filing and payment requirements, all of which filings and payment shall be made with the Finance Director on or before the due date:
 - (1) The business entity shall have filed a written request for an extension, identifying all business entity locations for which the extension is requested;
 - (2) The business entity shall have filed its estimated return and application(s) on its estimated taxable gross receipts realized during the reporting period; and
 - (3) The business entity shall have paid the annual license tax on the estimated taxable gross receipts for all business entity locations.
- (b) The Finance Director shall have the authority to grant a business entity an extension of not more than six (6) months. In the event the Internal Revenue Service has granted the business entity an extension period which exceeds six (6) months, the Finance Director shall accord to the business entity the same extension period, provided that the business entity shall have complied with the requirements as set forth under subsection (a) of this section.
- (c) In the event an extension is granted by the Finance Director, the business entity shall pay any additional license tax which may be due at the time that the business entity files its amended return and application. As part of the additional license tax to be paid hereunder, the business entity shall also be required to pay an amount equal to twelve (12) percent per annum simple interest on the additional license tax from the time of the original due date for

filing the return and application to the time that the additional annual license tax is actually paid to the City. A fraction of a month is counted as an entire month.

Sec. 106-69. Business license certificate.

- (a) *Issuance and contents.* Upon a business entity's proper filing of its return and application(s) and the payment of the proper annual license tax as defined under this article, the Finance Director shall issue a business license certificate to the business entity for each of its ~~qualified businesses~~ business entity locations. The license certificate shall be valid from the date of issuance to the date when the business entity is next required to file its annual return and application(s) as defined under section 106-65. Each license certificate shall state the name of the business entity to whom the certificate is issued, the business for which the certificate is being issued, and the address or location of the place of business being licensed and the expiration date of the certificate. If a business entity has more than one (1) business entity locations, ~~place of business~~, the business entity shall be required to obtain a separate license certificate for each ~~place of business~~ business entity location.
- (b) *Refusal.* No license certificate shall be issued under this article for any unlawful activity or for any business that the Finance Director, with the approval of the City Manager, shall consider to be detrimental to the public welfare or contrary to the public welfare or contrary to the public interest, but any such decision to refuse to issue a license may be appealed to the Board of Commissioners in accordance with the provisions of this section.
- (c) *Display.* Each business entity location shall display the license certificate issued under this article in a conspicuous place, ~~in each licensed place of business~~.
- (d) *Revocation or suspension of license certificate.*
 - (1) The license tax imposed under this article is for the privilege of doing business in the City and to help defray the costs incurred by the City in providing municipal services to its citizens, including each business entity. By reason of same, each business entity doing business in the City is presumed to have agreed to fully comply with and satisfy all of the obligations and duties as prescribed under this article, and all other city ordinances which regulate or restrict the use and enjoyment of the business entity's premises which are licensed under this article. Each business entity is further presumed to have agreed that in the event the business entity or its business entity location fails to comply with and satisfy any of the obligations prescribed under this article, or with any other city ordinance which regulates or restricts the use and enjoyment of such premises, the City shall have the right to revoke or suspend the business entity's license certificate for those premises.
 - (2) In the event the Finance Director has probable cause to believe that a business entity has failed to timely file any application for a business license or any annual return and application as required under this article, or has intentionally provided false information on any application or return and application, or has failed to operate the licensed premises in accordance with any applicable Federal or State law, or in accordance with any city ordinance, or has authorized or permitted a nuisance to exist on the licensed premises, the Finance Director shall file written charges against the business entity with the City Manager. The written charges shall identify the name and address of the business entity and the charged business entity location, the address of

the licensed premises, a narration of the facts upon which the charges are brought, and the legal grounds upon which the charges are made.

- (3) Upon the City Manager's receipt of the written charges, the City Manager shall review the written charges, and in the event the City Manager concurs with the Finance Director's finding of probable cause of the grounds stated in the written charges, the City Manager shall cause a written notice to be issued to the business entity informing the business entity of the written charges, and advising the business entity that it has a period of seven (7) days to cure and resolve the grounds which are stated in the written charges. The City Manager shall attach a copy of the written charges to the notice. In the event the business entity fails to cure and resolve the grounds as stated in the written charges within the seven (7) day period, the City Manager shall then file the written charges with the City Clerk, and thereafter, the matter shall be referred to the City Commission for hearing.
- (4) Upon the City Clerk's receipt of said written charges, the City Clerk shall schedule a hearing on the charges before the City Commission. The City Clerk shall cause a notice of the charges and the date of the hearing to be served upon the business entity, together with a copy of the written charges which were filed by the Finance Director, to be served on the business entity by certified mail or by service made by any city police officer. Any service made upon the president of the business entity, or the registered agent of the business entity, or the manager of the ~~licensed premises~~ business entity location shall be deemed proper and adequate service upon the business entity.
- (5) The City Commission shall conduct a hearing on the charges within thirty (30) days following the date that the written charges were filed with the City Clerk; provided, however, that the business entity has been served with the notice and the written charges at least ten (10) days before the hearing date. At the hearing, the Finance Director and the business entity shall have the right to legal counsel, the right to present witnesses and evidence, and the right to cross examine witnesses and rebut evidence. The hearing shall be transcribed in verifiable form.
- (6) At the conclusion of the hearing, the City Commission shall deliberate in closed session, and thereafter, shall enter its findings and decision on the written charges into the record. The City Commission shall render its decision based upon the preponderance of the evidence. In the event that the City Commission determines that the business entity has failed to comply with and satisfy its obligations as imposed under this article, or has authorized or permitted a nuisance or a violation of law to exist on the any of its licensed premises, the City Commission shall have the right to suspend or revoke the business entity's license certificate for the ~~licensed premises~~ business entity's location for a period not to exceed one (1) year. In the event the business entity's license certificate is revoked by reason of the business entity's failure to comply with or satisfy any of the business entity's obligations under this article, the City Commission shall have the right to reinstate the business entity's license certificate for the ~~licensed premises~~ business entity's location within a defined period of time following the business entity's full compliance with or satisfaction of the obligations which gave rise to the written charges. In the event the City Commission suspends or revokes a business entity's license certificate for a ~~licensed premises~~

business entity location, the business entity shall immediately cease and desist from operating any business at or on such ~~licensed premises~~ business entity location.

- (7) The business entity shall have the right to appeal the decision of the City Commission to the McCracken Circuit Court. Such appeal shall be made within thirty (30) days following the entry of the City Commission's decision. In the event of a timely appeal, the City Clerk shall deliver the written charges and a transcript of the hearing together with all exhibits which were presented at the hearing to the Clerk of the Court. The Court shall decide the matter on the record, unless the Court shall order otherwise.
- (8) Notwithstanding the provisions of this section, the City shall have all other rights and remedies as provided by law, including the right to enforce the provisions of this article through any legal or equitable proceedings with a court of competent jurisdiction, including injunctive relief, and the right to refer this matter to the County attorney for prosecution. The remedies provided under this section are in addition to all other remedies which the City may have under law.

[. . .]

Sec. 106-78. Penalty and interest for late payment.

- (a) In addition to the annual license tax imposed upon a business entity under this article, a business entity shall also pay a penalty equal to five percent of the annual license tax due for each calendar month or fraction thereof in the event that the business entity:
 - (1) Fails to file any return and application on or before the due date for filing the return and application, or if extended by agreement approved by the Finance Director, fails to file the return and application on or before the due date under the extension agreement; or
 - (2) Fails to pay the annual license tax reflected on the return and application on or before the due date prescribed for the payment of the license tax;

Provided, however, the total penalty imposed under this section shall not exceed twenty-five (25) percent of the total annual license tax due nor shall it be less than \$25.00.

- (b) In addition to the penalties prescribed in this section, such business entity shall also pay, as part of the license tax, an amount equal to twelve (12) percent per annum simple interest on any unpaid annual license tax which was due and payable to the City under this article from the time that the license tax was due until the license tax is finally paid to the City. A fraction of a month is counted as an entire month.
- (c) The annual license tax imposed on a business entity under this article, together with any penalties and interest which are imposed on a business entity under this section, shall be deemed the personal debt and liability of the business entity. The City shall have the right to enforce the collection of the annual license tax imposed under this article, and the penalties and interest imposed under this section, by civil action in a court of competent jurisdiction. To the extent authorized by law, the City shall be also entitled to recover all court costs and reasonable attorney fees incurred by it in enforcing any provision of this article.

- (d) Any person who willfully fails to make a return and application or who willfully makes a false return and application, or who willfully fails to pay the annual license tax imposed under this article, with the intent to evade payment of the annual license tax or any part thereof, shall be guilty of a Class A misdemeanor, and shall be subject to a fine of up to \$500.00 or imprisonment of not more than thirty (30) days, or both.
- (e) Any person who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation under, or in connection with, any matter arising under this article of a return, affidavit, claim, or other document, which is fraudulent or is false as to any material nature, whether or not the falsity or fraud is with the knowledge or consent of the person authorized or required to present the return, affidavit, claim, or document, shall be guilty of a Class A misdemeanor, and shall be subject to a fine of up to \$500.00 or imprisonment of up to thirty (30) days, or both.
- (f) Any person who willfully operates a business in the City without first obtaining a license certificate as required under this article, or who willfully operates a business at a ~~licensed premises~~ business entity location following the revocation or suspension of the license certificate for ~~those premises~~ that location, shall be guilty of a Class A misdemeanor, and shall be subject to a fine of up to \$500.00 or imprisonment of up to thirty (30) days, or both.
- (g) Any person who violates the provisions under section 106-77 by intentionally inspecting confidential information of a business entity as defined under said section without proper authorization shall be guilty of a Class A Misdemeanor, and shall be subject to a fine of up to \$500.00 or imprisonment of up to thirty (30) days, or both.
- (h) Any person who violates the provisions under section 106-77 by intentionally divulging confidential information of a business entity as defined under said section without proper authorization shall be guilty of a Class A misdemeanor, and shall be subject to a fine of not more than \$500.00 or imprisonment up to thirty (30) days, or both.

[. . .]

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

- (a) A business entity shall pay an annual license tax for each business entity location according to the classifications that apply to the business which the business entity conducts in the City at each business entity location, subject to the minimum annual license tax as defined in subsection (b) of this section. A description of each classification under this article is set forth in the following sections. The annual license tax which is to be paid under each classification shall be computed in accordance with the rate schedule which is referenced in the classification, unless otherwise specified in the classification. The rate schedules which are to be utilized in computing the annual license tax under this article are as follows:
 - (1) The amount of tax payable under Schedule A shall be determined by multiplying the business entity location's taxable gross receipts up to \$3,500,000.00 times 0.00045 and multiplying all gross receipts in excess of \$3,500,000.00 times 0.00005.

- (2) The amount of tax payable under Schedule B shall be determined by multiplying the business entity location's taxable gross receipts up to \$3,500,000.00 times 0.00075 and multiplying all gross receipts in excess of \$3,500,000.00 times 0.00005.
 - (3) The amount of tax payable under Schedule C shall be determined by multiplying the business entity location's taxable gross receipts up to \$3,500,000.00 times 0.0015 and multiplying all gross receipts in excess of \$3,500,000.00 times 0.00005.
 - (4) The amount of tax payable under Schedule D shall be determined by multiplying the business entity location's taxable gross receipts up to \$3,500,000.00 times 0.003 and multiplying all gross receipts in excess of \$3,500,000.00 times 0.00005.
 - (5) The amount of tax payable under Schedule E shall be determined by multiplying the business entity location's taxable gross receipts up to \$3,500,000.00 times 0.0045 and multiplying all gross receipts in excess of \$3,500,000.00 times 0.00005.
- (b) The minimum annual license tax for cash classification shall be \$35.00, except as otherwise provided in the classifications as hereinafter defined. Any minimum annual license tax that is paid by a business entity for any reporting period shall be allowed as a credit against the annual license tax which the business entity is required to pay for that reporting period as required under this article.

SECTION 2. This Ordinance shall be read on two separate days and become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____, 2024

Adopted by the Board of Commissioners, _____, 2024

Recorded by the City Clerk, _____, 2024

Published by *The Paducah Sun*, _____, 2024

ORD\106 – Business License Gross receipts amendment 2024

KKHB

Agenda Action Form

Paducah City Commission

Meeting Date: December 10, 2024

Short Title: 2025A General Obligation Bonds - **D. JORDAN**

Category: Ordinance

Staff Work By: Daron Jordan,
Jonathan Perkins
Presentation By: Daron Jordan

Background Information: This proposed ordinance would authorize the Mayor to execute documents permitting the City of Paducah, Kentucky to issue General Obligation Bonds (GOB) for the following projects: 1) Riverfront Infrastructure Improvement Project (associated with BUILD grant) for \$4.5M; and, 2) The Paducah Sports Park (PSP) (tranche 2) for \$22.5M. The GOB would be a 20-year issue.

The PSP Project portion of the bond issue is a partnership made up of the City of Paducah, McCracken County and McCracken County Sports Tourism (MCST). The total PSP Project is anticipated to cost approximately \$70M. Per the inter-local agreement with McCracken County and MCST, 80% of the bed tax funds collected by MCST are to be dedicated to debt service payments going forward. The City has previously pledged \$12.5M to the PSP Project, bringing the total investment to \$35M for the City of Paducah.

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

If yes, please list the Commission Priority: Paducah Sports Park & Downtown

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve 2025a GOB

Attachments:

1. ORD - Paducah 2025A GO - Bond

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING THE ISSUANCE OF ITS CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION BONDS, SERIES 2025A IN AN APPROXIMATE AGGREGATE PRINCIPAL AMOUNT OF \$27,820,000 (WHICH PRINCIPAL AMOUNT MAY BE INCREASED BY UP TO \$2,785,000 OR DECREASED BY ANY AMOUNT), FOR THE PURPOSES OF FINANCING THE ALL OR A PORTION OF THE COSTS OF THE ACQUISITION, CONSTRUCTION, INSTALLATION, AND EQUIPPING OF (I) RIVERFRONT INFRASTRUCTURE IMPROVEMENTS, AND (II) A MUNICIPAL SPORTS PARK COMPLEX; APPROVING THE FORM OF THE BONDS; AUTHORIZING DESIGNATED OFFICERS OF THE CITY TO EXECUTE AND DELIVER THE BONDS; AUTHORIZING AND DIRECTING THE FILING OF A NOTICE WITH THE STATE LOCAL DEBT OFFICER; PROVIDING FOR THE PAYMENT OF AND SECURITY FOR THE BONDS; ESTABLISHING A BOND PAYMENT FUND FOR THE BONDS; AFFIRMING THE MAINTENANCE OF THE EXISTING SINKING FUND; AUTHORIZING THE ACCEPTANCE OF THE BID OF THE PURCHASER OF THE BONDS; AND REPEALING INCONSISTENT ORDINANCES.

WHEREAS, the City of Paducah, Kentucky (the “City”), has determined and does hereby confirm that it is a public purpose of the City to acquire, construct, equip, and install (i) riverfront infrastructure improvements, including (a) a riverboat excursion pier and plaza, (b) riverfront improvements along existing transient boat dock facilities, (c) intersection improvements, and (d) a multimodal pathway connecting the Greenway Trail, Convention Center, Riverfront, and Downtown Paducah, and (ii) a new municipal sports park complex, all for the ultimate well-being and benefit of the citizens of the City (collectively, the “Project”); and

WHEREAS, in order to achieve the foregoing objectives of the City, the City has determined and does hereby confirm that it is necessary and desirable at this time for the City to proceed with the issuance of its General Obligation Bonds, Series 2025A, in an approximate aggregate principal amount of \$27,820,000, which principal amount may be increased by up to \$2,785,000 or decreased by any amount (the “Bonds”), (i) to finance or reimburse itself for the payment of all or a portion of the costs of the acquisition, construction, installation, and equipping of the Project, (ii) to pay capitalized interest on the Bonds, if desirable, (iii) to pay all or a portion of the costs of credit enhancement for the Bonds, if any, and (iv) to pay all or a portion of the costs of issuance of the Bonds; and

WHEREAS, as provided by the Constitution and laws of the Commonwealth of Kentucky, including, particularly, Sections 66.011 to 66.191, inclusive, of the Kentucky Revised Statutes, as amended (the “Act”), a city may issue bonds, subject to the requirements of the Act, for the purposes of financing the costs of any public project, to the extent the city is authorized to cause the acquisition, construction, installation, and equipping thereof; and

WHEREAS, the City desires (i) to finance, or to reimburse itself for, the payment of all or a portion of the costs of the Project, (ii) to pay capitalized interest on the Bonds, if desirable, (iii) to pay all or a portion of the costs of credit enhancement for the Bonds, if any, and (iv) to pay all or a portion of the costs of issuance of the Bonds, all through the issuance of the Bonds, which are to be sold and awarded to the successful bidder therefor (the “Purchaser”), at a public, competitive sale

held in accordance with the provisions of Chapter 424 of the Kentucky Revised Statutes, as amended.

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

Section 1. Affirmation of Recitals. It is hereby found, determined, and declared that the facts, recitals, declarations, and definitions set forth in the preamble of this Bond Ordinance are true and correct, and such facts, recitals, declarations, and definitions are hereby affirmed, adopted, and incorporated as a part of this Bond Ordinance, and all acts described in the recitals of this Bond Ordinance are hereby ratified.

Section 2. Necessity, Authorization, and Purpose of Bonds. The City hereby declares that it is necessary and desirable to issue, and hereby authorizes the issuance of, its “City of Paducah, Kentucky General Obligation Bonds, Series 2025A,” in an approximate aggregate principal amount of \$27,820,000, which principal amount may be increased by up to \$2,785,000 or decreased by any amount, for the purposes of (i) financing or reimbursing itself for the payment of all or a portion of the costs of the acquisition, construction, installation, and equipping of the Project, (ii) paying capitalized interest on the Bonds, if desirable, (iii) paying all or a portion of the costs of credit enhancement for the Bonds, if any, and (iv) paying the costs of issuance of the Bonds.

The exact principal amount of the Bonds shall be established in an award certificate accepting the bid of the Purchaser of the Bonds (the “Award Certificate”) to be executed by the Mayor, the City Clerk, or the Finance Director of the City on the date of the sale of the Bonds.

Section 3. Form of the Bonds. The Bonds shall be issued as fully registered bonds and shall bear the designation set forth in Section 2 hereof. Each Bond issued under this Bond Ordinance shall (a) express upon its face the purposes for which it is issued and that it is issued under the Act and (b) be substantially in the form set forth in Exhibit A attached hereto. If the Bonds are issued in a calendar year after calendar year 2025 or in a different order of issuance, their designation may be adjusted to reflect their calendar year and order of issuance.

The Bonds shall be issued in the denominations requested by the Purchaser, which shall be in integral multiples of \$5,000. The Bonds shall be dated their date of initial issuance and delivery, or such other date as may be determined in the Award Certificate.

Interest on the Bonds shall be payable semiannually on the dates established in the Award Certificate (each, an “Interest Payment Date”), at the stated interest rate or rates on the principal amounts thereof, calculated on the basis of a 360-day year with twelve 30-day months.

The Bonds shall be serial bonds or term bonds maturing or subject to mandatory sinking fund redemption on the dates, in the years, and in the principal amounts to be established in the Award Certificate after the advertised, competitive sale of the Bonds, based on the interest rates set forth in the successful bid of the Purchaser (the “Bid”) and the provisions of this Section. The final maturity date of the Bonds shall be as set forth in the Award Certificate but shall be no later than thirty years after the date of issuance of the Bonds.

The interest rates on the Bonds shall be determined in the Award Certificate, based on the Bid; provided, however, that the aggregate net interest cost of the Bonds shall not exceed 10% per annum.

Any Bonds issued as term bonds shall be subject to mandatory sinking fund redemption on the dates, in the years, and in the amounts set forth in the Award Certificate.

The Bonds maturing on the dates, in the years, and in the principal amounts to be established in the Award Certificate shall be subject to optional redemption before maturity in whole or in part, and in such order of maturity as shall be designated in writing by the City, and by lot within any maturity, at the election of the City, upon thirty-five days' written notice to the paying agent and bond registrar for the Bonds identified in the Award Certificate (the "Paying Agent and Registrar"), at a redemption price equal to the principal amount of Bonds to be redeemed, plus accrued interest to the date of redemption.

At least thirty days before the optional or mandatory sinking fund redemption date of a Bond, the Paying Agent and Registrar shall cause notice of such redemption, either in whole or in part, signed by the Paying Agent and Registrar, to be mailed, first class, postage prepaid, to the registered owners of the Bonds to be redeemed, at their addresses as they appear on the registration books kept by the Paying Agent and Registrar; provided that any failure to mail any such notice of redemption shall not affect the validity of the proceedings for the redemption of any Bonds for which such notice has been sent. Each notice of redemption shall set forth the date fixed for redemption, the redemption price to be paid, and, if less than all of the Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive series, numbers, and letters, if any, of such Bonds to be redeemed. In addition, if any Bond is to be redeemed in part only, the notice of redemption shall also set forth the portion of the principal amount thereof to be redeemed and include a statement that on or after the date fixed for redemption, upon the surrender of such Bond for redemption, a new Bond, of the same series as the Bond surrendered for redemption, will be issued in a principal amount equal to the unredeemed portion of the Bond so redeemed.

On any date designated for the redemption of any Bonds, notice of such redemption having been mailed in the manner and under the conditions provided herein and moneys for payment of the redemption price of such Bonds being held by the Paying Agent and Registrar in the Bond Payment Fund established by Section 11 hereof, for the registered owners of the Bonds to be redeemed, (a) the Bonds so called for redemption shall become and be due and payable at the redemption price provided for the redemption of such Bonds on such date, (b) the interest on the Bonds so called for redemption shall cease to accrue, and (c) the registered owners of the Bonds so redeemed shall have no right in respect thereof, except the right to receive payment of the redemption price thereof.

Notwithstanding the foregoing, the redemption of any of the Bonds may be conditioned upon moneys in an amount sufficient to carry out such redemption being deposited with the Paying Agent and Registrar on or before the applicable redemption date. Any failure to make such a deposit shall not constitute an event of default under this Bond Ordinance or under the Bonds, and in such event, the redemption shall be cancelled. If the City knows in advance of any applicable redemption date that the necessary deposit will not occur, it shall instruct the Paying Agent and Registrar to give notice to the registered owners of the applicable Bonds of the cancellation of the redemption.

Section 4. Execution and Delivery. Each Bond shall be duly executed by the manual, facsimile, or electronic signature of the Mayor and attested by the manual, facsimile, or electronic signature of the City Clerk (which, together with any other person as may be authorized by resolution or municipal order of the City, including the Finance Director, are referred to herein as the “Designated Officers”) and may have the seal of the City or a facsimile thereof affixed thereto. In addition, each Bond shall also bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar. The Designated Officers are further authorized and directed (a) to deliver the Bonds to the Purchaser, upon the terms and conditions provided herein and in the Award Certificate and the Bid; (b) to receive the proceeds of the Bonds, and (c) to execute and deliver such certificates and other closing documents and take such other actions as may be necessary or appropriate in order to effectuate the proper issuance, sale, and delivery of the Bonds.

The City hereby authorizes and directs the Paying Agent and Registrar to authenticate each of the Bonds and to deliver the Bonds to the Purchaser upon the payment of the purchase price thereof.

Section 5. Registration. So long as any Bonds issued hereunder remain outstanding, the Paying Agent and Registrar shall keep and maintain, at its designated office, complete registration books for the Bonds and shall also provide for the registration and transfer of the Bonds in accordance with the provisions of this Bond Ordinance. Each Bond shall be authenticated by the Paying Agent and Registrar. Except as may be otherwise provided herein for any Bonds registered in Book-Entry Form in the name of the Securities Depository or Securities Depository Nominee, each Bond shall be transferable only upon the presentation and surrender thereof at the designated office of the Paying Agent and Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered holder of such Bond or its authorized representative. Upon the receipt of any Bond duly endorsed for transfer or accompanied by an assignment for transfer executed by the registered holder of such Bond or its authorized representative, the Paying Agent and Registrar shall transfer such Bond within a period of three days by reissuing such Bond, duly executed by the City and authenticated by the Paying Agent and Registrar, and delivering the same to the new registered holder thereof, with all reasonable diligence.

The Paying Agent and Registrar shall not be required to transfer or exchange any of the Bonds (a) during any period beginning five days before the selection by the Paying Agent and Registrar of any Bonds to be redeemed before maturity and ending on the date of the mailing of the notice of such redemption, or (b) if such Bonds have been selected or called for redemption, in whole or in part.

Except as may be otherwise provided herein for any Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee, each Bond shall be exchangeable upon the presentation and surrender thereof at the designated office of the Paying Agent and Registrar for one or more Bonds of the same series and maturity, in denominations of \$5,000 or any integral multiple thereof, in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Paying Agent and Registrar shall be, and is hereby, authorized to authenticate and deliver any Bonds delivered in exchange in accordance with this Section. Each Bond delivered in exchange for a surrendered Bond shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security hereof, to the same extent as the Bond or Bonds in lieu of which any Bond is delivered in exchange. Any Bonds surrendered for exchange shall be canceled by the Paying Agent and Registrar, and the Paying Agent and Registrar shall keep

and maintain a complete record of all exchanges, transfers, and cancellations of the Bonds and shall make a report thereof to the City on not less than an annual basis.

Except as may be otherwise provided herein for any Bonds registered in Book-Entry Form in the name of the Securities Depository or Securities Depository Nominee, no service charge or other transfer fee shall be charged to any registered holder of the Bonds in connection with any transfer or exchange of a Bond; provided, however, that the registered holder of a Bond may be required to pay an amount equal to any tax or other governmental charge, if any, that may be imposed in connection with the transfer or exchange of such Bond.

Section 6. Destruction of Bonds. Whenever any outstanding Bond shall be delivered to the Paying Agent and Registrar for cancellation in accordance with this Bond Ordinance, upon the payment of the principal amount or interest represented thereby or for replacement or exchange, as the case may be, such Bond, following such payment, replacement, or exchange, shall thereafter be promptly canceled and destroyed by the Paying Agent and Registrar, and counterparts of a certificate of destruction evidencing such destruction shall be furnished by the Paying Agent and Registrar to the City. All Bonds that have been redeemed shall not be reissued but shall be canceled and destroyed by the Paying Agent and Registrar in accordance with this Section and the Paying Agent and Registrar Agreement to be entered into by and between the City and the Paying Agent and Registrar, as more particularly described in the Award Certificate.

Section 7. Mutilated, Lost, Stolen, or Destroyed Bonds. If any Bond is mutilated, lost, stolen, or destroyed, then the City may execute and deliver, and the Paying Agent and Registrar may authenticate, a new Bond of like series, date, maturity, and denomination as the Bond so mutilated, lost, stolen, or destroyed; provided, however, that in the case of any mutilated Bond, such Bond shall first be surrendered to the Paying Agent and Registrar, and in the case of any lost, stolen, or destroyed Bond, there shall be first furnished to the City and the Paying Agent and Registrar evidence of such loss, theft, or destruction satisfactory to them, plus such indemnity as the City and the Paying Agent and Registrar may require. If any mutilated, lost, stolen, or destroyed Bond shall have matured, in lieu of issuing a duplicate Bond, the City may pay the same without surrender thereof. The City and the Paying Agent and Registrar may charge the holder or owner of any mutilated, lost, stolen, or destroyed Bond their reasonable fees and expenses incurred in the undertaking of any action under this Section.

Section 8. Bonds Issued In Book-Entry Form. The Bonds shall initially be issued solely in Book-Entry Form and registered in the name of the Securities Depository or Securities Depository Nominee, as provided in this Section. Unless and until the Bonds are no longer issued in Book-Entry Form, as provided herein, the Bonds shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership of the Bonds shall be maintained in Book-Entry Form by the Securities Depository, for the account of its Participants. Initially, the Bonds shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, which shall be the initial Securities Depository. The Designated Officers are each hereby authorized to approve and execute, on behalf of the City, a letter of representations or any other appropriate instrument with The Depository Trust Company (to which the Paying Agent and Registrar may also be a party) with respect to the issuance and administration of the Bonds in Book-Entry Form.

Unless and until the Bonds are no longer issued in Book-Entry Form, as provided herein, the Bonds may be transferred, in whole but not in part, only to the Securities Depository, the Securities

Depository Nominee, any successor Securities Depository selected and approved by the City, or any Securities Depository Nominee nominated by any such successor Securities Depository.

As to any Bond, the person in whose name such Bond shall be registered shall be the registered holder and the absolute owner thereof for all purposes, and payment of or on account of the principal of and interest on such Bond shall be made only to or on the order of the registered holder thereof or his or her legal representative.

Neither the City nor the Paying Agent and Registrar shall have any responsibility or obligation relating to (a) the accuracy of the records of the Securities Depository or any Participant regarding any beneficial ownership interest in any of the Bonds, (b) the delivery to any Participant, any beneficial owner of the Bonds, or any other person, other than the Securities Depository, of any notice relating to the Bonds, or (c) the payment to any Participant, any beneficial owner of the Bonds, or any other person, other than the Securities Depository, of any amount with respect to the principal of or the premium, if any, or interest on the Bonds.

So long as the Bonds are registered in Book-Entry Form, the City and the Paying Agent and Registrar may treat the Securities Depository as, and may deem the Securities Depository to be, the absolute owner and the registered holder of the Bonds for all purposes whatsoever, including (i) the payment of principal of and interest on the Bonds, (ii) giving any notices of redemption and any other matters with respect to the Bonds, (iii) registering any transfers of the Bonds, (iv) the selection of any Bonds for redemption, and (v) obtaining any consents under this Bond Ordinance.

If, at any time, the Securities Depository (A) notifies the City that it is unwilling or unable to continue as the Securities Depository for the Bonds, or (B) shall no longer be registered or in good standing under the Securities Exchange Act of 1934, as amended, or any other applicable statute or regulation, and, in either case, a successor Securities Depository is not appointed by the City within ninety days after the City receives such notice or becomes aware of such condition, as the case may be, then this Section shall no longer be applicable and thereupon, the City shall execute, and the Paying Agent and Registrar shall authenticate and deliver, certificates representing the Bonds to the registered holders thereof.

Payment of the principal of and interest on any Bonds not registered in Book-Entry Form shall be made as provided in Section 9 hereof.

For purposes of this Bond Ordinance, the following capitalized terms shall have the meanings provided below:

“Book-Entry Form” means, with respect to the Bonds, a form or system under which (1) the ownership of beneficial interests in the Bonds and the principal and interest payments thereon may be transferred only through a book entry, and (2) physical bond certificates in fully registered form are registered only in the name of a Securities Depository or its nominee as the registered holder thereof, with the physical bond certificates held in the custody of a Securities Depository.

“Participant” means a member of, or a participant in, the Securities Depository.

“Securities Depository” means a securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and is a “clearing agency” registered under the provisions of Section 17A of the Securities Exchange Act, operating and maintaining, with its Participants or otherwise, a book-entry system to record the ownership of beneficial interests in bonds and bond service charges, and to effect transfers of bonds in Book-Entry Form, and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

“Securities Depository Nominee” means any nominee of a Securities Depository, and means, initially, Cede & Co., New York, New York, as the nominee of The Depository Trust Company.

Section 9. Payment. Any payment of, or on account of, the principal of and interest on the Bonds shall be made directly to the Paying Agent and Registrar, for the account of the registered owners thereof. The Bonds shall be payable in any coin or currency of the United States of America which, at the time of payment, shall be legal tender for payment of public and private debts. Interest on each Bond shall be payable on each Interest Payment Date, by check, mailed to the person whose name appears as the registered owner thereof upon the bond registration records kept by the Paying Agent and Registrar, as of the fifteenth day preceding such Interest Payment Date, or by any other transfer of funds acceptable to such registered owner and the Paying Agent and Registrar. Principal of each Bond shall be payable upon the delivery of such Bond to the Paying Agent and Registrar or by any other transfer of funds acceptable to the registered owner of such Bond and the Paying Agent and Registrar. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds to the extent of the sum or sums so paid.

Section 10. Filings. The Designated Officers are each hereby authorized to undertake and cause all filings which may be required by law to be filed by the City in connection with the Bonds, including, without limitation, any filings with the State Local Debt Officer required by law.

Section 11. Bond Payment Fund; Payment of Bonds. There is hereby established with the Paying Agent and Registrar a bond payment fund in the name of the City to be known as the “City of Paducah, Kentucky General Obligation Bonds, Series 2025A – Bond Payment Fund” (the “Bond Payment Fund”), into which the City covenants to deposit, and into which the Designated Officers are hereby authorized and directed to deposit, from the City’s General Fund, on or before the twenty-fifth day of the month immediately preceding each Interest Payment Date, the amount required to pay the principal and interest due on the Bonds on the next Interest Payment Date. The Paying Agent and Registrar shall, without further authorization from the City, withdraw from the Bond Payment Fund, on each Interest Payment Date, the amounts necessary to pay the principal of and interest on the Bonds due on such Interest Payment Date to the registered owners thereof. The Paying Agent and Registrar is hereby appointed as the depository of the Bond Payment Fund.

If the City shall fail or refuse to make any required deposit into the Bond Payment Fund from the Sinking Fund described in Section 13 hereof, the Paying Agent and Registrar shall (i) notify any agency or political subdivision of the Commonwealth of Kentucky which may collect and distribute taxes or revenues for the City to seek any necessary and proper remedial action available, (ii) upon being indemnified against costs and expenses, exercise any remedy provided in the Act or any other remedy provided at law or in equity for the benefit of the owners of the Bonds or their assignees, and

(iii) disburse all moneys so collected to the owners of the Bonds as payment for any amounts due on the Bonds.

Section 12. General Obligation Pledge. The Bonds 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 Bonds and the interest thereon. During the period the Bonds remain outstanding, there shall be, and there hereby is, levied, annually, on all taxable property in the City, in addition to all other taxes, without limitation as to rate, a direct tax in an amount sufficient to pay the principal of and interest on the Bonds 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 is hereby, ordered to be computed, certified, levied, and extended upon the tax duplicate, to 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 other lawfully available funds of the City are available for the payment of the Bonds and are appropriated for such purpose, the amount of such tax upon all of the taxable property in the City shall be reduced by the amount of such other funds so available and appropriated.

Section 13. Maintenance of Sinking Fund. The Sinking Fund previously established by the City is hereby ordered to be continued and maintained as long as any of the Bonds remain outstanding. The moneys derived from the tax levy required by Section 12 hereof and any other lawfully available moneys of the City shall be deposited in the Sinking Fund and, together with any interest collected on the same, are irrevocably pledged for the payment of the principal of and interest on all bonds issued by the City under the Act and all Tax-Supported Leases, as defined in the Act, as and when the same become due and payable. Moneys in the Sinking Fund shall be transferred to the Bond Payment Fund at the times and in the amounts required by Section 11 hereof.

Section 14. Sale of Bonds; Award Certificate. The Designated Officers of the City are hereby authorized and directed to sell the Bonds to the Purchaser thereof, at advertised, competitive sale, with the final terms of the Bonds, including the final principal amount, the principal amortization, the annual principal maturities, any mandatory sinking fund maturities, the optional redemption dates and amounts, the interest rates, the identity of the Paying Agent and Registrar, and the identity of the Construction Fund Depository described in Section 15 hereof, to be established in accordance with the requirements of this Bond Ordinance by the execution and delivery of the Award Certificate. The Designated Officers are hereby directed to appoint the Paying Agent and Registrar for the Bonds in the Award Certificate. The Mayor, the City Clerk, and the Finance Director of the City are each hereby authorized to execute the Award Certificate establishing the terms of the Bonds in accordance with this Bond Ordinance, without any further action by the Board of Commissioners.

The City shall comply with the requirements of Chapter 66 and Chapter 424 of the Kentucky Revised Statutes by advertising for bids for the purchase of the Bonds. All actions taken by the City in connection with the preparation of any instruments and the distribution of any information by the City as shall be necessary to accomplish the foregoing, including the preparation of a Preliminary Official Statement and an Official Statement with respect to the Bonds, which Preliminary Official Statement and Official Statement shall be deemed final by the Mayor in accordance with Securities and Exchange Commission Rule 15c2-12 (the "Rule"), are hereby ratified and approved.

Section 15. Disposition of Bond Proceeds. The proceeds of the Bonds shall be deposited, together with any other available moneys of the City, as follows: (i) accrued interest and a rounding amount, if any, shall be deposited in the Bond Payment Fund established by Section 11 hereof, (ii) an amount sufficient to pay the costs of issuing the Bonds shall be deposited in a special cost of issuance fund hereby directed to be established and designated as the “City of Paducah, Kentucky General Obligation Bonds, Series 2025A – Cost of Issuance Fund,” and (iii) the remainder of the proceeds (including proceeds to be used for capitalized interest) shall be deposited in a special construction fund hereby directed to be established and designated as the “City of Paducah, Kentucky General Obligation Bonds, Series 2025A – Construction Fund,” to be held and administered by the construction fund depository designated by the City in the Award Certificate (the “Construction Fund Depository”), and used to pay the costs incurred by the City in connection with the acquisition, construction, installation, and equipping of the Project; provided, however, that any account within such Fund required for the payment of capitalized interest on the Bonds may be established and held with the Paying Agent for the Bonds.

Section 16. Continuing Disclosure Undertaking. Before the issuance of the Bonds, the City shall execute a continuing disclosure undertaking (in the form of an agreement or a certificate) relating to the Bonds, dated the date of issuance and delivery of the Bonds, which document, as originally executed and as the same may be amended from time to time in accordance with the terms thereof, is hereinafter referred to as the “Continuing Disclosure Undertaking.” The City covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Undertaking for the Bonds. Notwithstanding any other provision of this Bond Ordinance, the failure of the City to comply with the Continuing Disclosure Undertaking for the Bonds shall not be considered an event of default under this Bond Ordinance; provided, however, that any holder of the Bonds may take any action as may be necessary in order to obtain specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 17. Events of Default; Remedies. Each of the following items shall constitute an “event of default” on the part of the City with respect to the Bonds:

- (a) The failure to pay the principal of any Bond when due and payable, either at maturity or by proceedings for the redemption thereof (except in connection with conditional redemptions, as provided in Section 3 hereof);
- (b) The failure to pay any installment of interest on any Bond when the same shall become due and payable, or within thirty days thereafter (except in connection with conditional redemptions, as provided in Section 3 hereof); and
- (c) The default by the City in the due or punctual performance of any of the other covenants, conditions, agreements, or provisions contained in this Bond Ordinance or in the Bonds.

Upon the occurrence of any of the events of default listed above, any registered holder of the Bonds may, at law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel the performance by the City, and its officers and agents, of all of the duties imposed upon the City, or otherwise required by law or this Bond Ordinance, including the levy and collection of sufficient

taxes to pay the principal of and interest on the Bonds and the application of such tax revenues in accordance with the provisions hereof.

Section 18. Discharge of Bond Ordinance; Defeasance of Bonds. If the City shall pay or cause to be paid, or if there shall otherwise be paid, to the owner of any of the Bonds, the total principal and interest due or to become due thereon through maturity, in the manner stipulated in the Bonds and in this Bond Ordinance, then the pledges and all covenants, agreements, and other obligations made by the City hereunder in connection with the Bonds shall thereupon cease, terminate, and become void and be discharged and satisfied.

The City may defease the Bonds in accordance with the provisions of this Bond Ordinance. Upon the defeasance of any Bonds as provided in this Section, (a) this Bond Ordinance shall cease, determine, and become null and void with respect to such Bonds, (b) the covenants, agreements, and other obligations of the City under this Bond Ordinance shall be satisfied and discharged with respect to such Bonds, (c) the City shall execute and deliver all instruments as may be desirable in order to evidence such discharge and satisfaction, and (d) the Paying Agent and Registrar shall pay over or deliver to the City all moneys or securities held by the Paying Agent and Registrar under this Bond Ordinance that are not required for the defeasance of any other Bonds.

Any Bond, or any installment of interest thereon, for the payment or redemption of which funds shall have been set aside and held in trust by the Paying Agent and Registrar or any other fiduciary (through the deposit by the City of moneys for such payment or redemption), shall, upon the Stated Maturity, the next applicable Redemption Date, or the immediately succeeding Interest Payment Date of such Bond, be deemed to have been paid and defeased within the meaning and with the effect so expressed in this Section. Any outstanding Bond shall, before the Stated Maturity or Redemption Date thereof, be deemed to have been paid and defeased within the meaning and with the effect expressed in this Section if (a) with respect to any Bond to be redeemed on any date before its Stated Maturity, the City shall have given notice of the redemption of such Bond in accordance with Section 3 hereof or shall have provided for the giving of such notice at the appropriate time, and (b) there shall have been deposited with the Paying Agent and Registrar or other fiduciary either (i) moneys in an amount which shall be sufficient, or (ii) Defeasance Obligations, the principal of and the interest on which, when due, will provide moneys in an amount which, together with any moneys deposited with the Paying Agent and Registrar or other fiduciary at the same time, shall be sufficient, in either case, to pay, when due, the principal or redemption price, if any, and interest due and to become due on such Bond on and before the Stated Maturity, the next applicable Redemption Date, or the immediately succeeding Interest Payment Date thereof, as the case may be. Neither any Defeasance Obligations, nor any moneys deposited with the Paying Agent and Registrar or any other fiduciary in accordance with this Section, nor any principal or interest payments received from any Defeasance Obligations, shall be withdrawn or used for any purposes other than, and shall be held in trust for, the payment of the principal or redemption price, if any, of any Bonds and any interest thereon; provided, however, that any cash received from such principal or interest payments on such Defeasance Obligations and deposited with the Paying Agent and Registrar or any other fiduciary under this Section, if not then needed for such purposes, shall, to the extent practicable, (1) be reinvested in Defeasance Obligations maturing at such times and in such amounts as shall be sufficient to pay, when due, the principal or redemption price, if any, and interest to become due on any Bond on and before the Stated Maturity, the next applicable Redemption Date, or the next Interest Payment Date thereof, as the case may be,

and (2) be paid over to the City, following the full discharge and payment of all of the Bonds, free and clear of any trust, lien, or pledge.

For purposes of this Section:

“Defeasance Obligations” means:

(a) any non-callable direct obligations of the United States of America, including U.S. Treasury bills, notes, bonds, and zero coupon bonds, U.S. Treasury Obligations – State and Local Government Series (SLGS), and direct obligations of the U.S. Treasury that have been stripped by the Treasury itself, including any CATS, TIGRS, and similar securities;

(b) any non-callable obligations issued or guaranteed by the Government National Mortgage Association which are backed by the full faith and credit of the United States of America; and

(c) any non-callable senior debt obligations issued or guaranteed by any Federal Home Loan Bank or Federal Home Loan Bank Board or by the Farm Credit System, Federal Home Loan Mortgage Corporation, or Federal National Mortgage Association.

“Redemption Date” means, with respect to any Bond, the date upon which such Bond, or portion thereof, is to be redeemed in accordance with the notice of such redemption given as provided in Section 3 hereof.

“Stated Maturity” means (a) with respect to any Bond, the date specified in such Bond or the Award Certificate as the fixed principal installment dates for such Bond, and, (b) with respect to any installment of interest on any Bond, means the date specified in such Bond or the Award Certificate as the interest payment dates for such Bond.

Notwithstanding anything in this Bond Ordinance to the contrary, any moneys held in trust by the Paying Agent and Registrar or any other fiduciary for the payment and discharge of any Bond that remains unclaimed for six years after (i) the date when all of the Bonds shall have become due and payable, either at their Stated Maturities, by call for early redemption, or otherwise, if such moneys were held by the Paying Agent and Registrar or such other fiduciary at such date, or (ii) the date of the deposit of such moneys, if such moneys were deposited with the Paying Agent and Registrar or such other fiduciary after the date when all of the Bonds became due and payable, shall, in either case, at the written request of the City, be repaid by the Paying Agent and Registrar or other fiduciary to the City, as its absolute property and free from trust, and thereupon, the Paying Agent and Registrar or other fiduciary shall be released and discharged; provided, however, that before being required to make any such payment to the City, the Paying Agent and Registrar or other fiduciary shall, at the expense of the City, cause to be published in accordance with Chapter 424 of the Kentucky Revised Statutes, at least twice, at an interval of not less than seven days between each publication, notice that such moneys remain unclaimed and that after the date specified in such notice, which date shall be no less than ten nor more than twenty days after the date of the first publication of such notice, the balance of such moneys remaining unclaimed will be returned to the City.

Section 19. Declaration of Official Intent. The City hereby declares, in accordance with Treasury Regulation § 1.150-2, as amended or superseded from time to time, its official intent to reimburse itself with proceeds of the Bonds in the reasonably anticipated amount of up to \$27,820,000 for any expenses related to the Project for any item that is properly depreciable or amortizable or that is otherwise treated as a capital expenditure for purposes of the Internal Revenue Code of 1986, as amended, that may occur before the issuance of the Bonds

Section 20. Contractual Nature of Ordinance. The provisions of this Bond Ordinance shall constitute a contract between the City and the holders of the Bonds. After the issuance of the Bonds, no change or alteration of any kind to the provisions of this Bond Ordinance shall be made, except as provided herein, until all of the Bonds and all of the interest thereon have been paid or defeased; provided that (a) the Board of Commissioners of the may adopt an ordinance, resolution, or municipal order (i) to evidence the succession of any bank or trust company as the Paying Agent and Registrar for the Bonds, (ii) for any other purpose not inconsistent with the terms hereof which shall not impair the security of the holders of the Bonds, or (iii) for the purpose of curing any ambiguity or curing, correcting, or supplementing any defective or inconsistent provisions contained herein, and (b) the holders of 80% in principal amount of the Bonds shall have the right to consent to and approve the adoption of ordinances or other proceedings modifying or amending any of the terms or provisions contained herein, subject to the condition that this Bond Ordinance shall not be so modified in any manner that may adversely affect the rights of any holders without similarly affecting the rights of all holders of the Bonds or to reduce the percentage of the number of holders whose consent shall be required to effect a further modification.

Section 21. Further Actions. In connection with the undertaking and implementation by the City of the plan of financing described herein, which is hereby expressly directed, the Designated Officers are hereby authorized and directed to take and carry out such further actions as are necessary, desirable, or appropriate to effect such plan of financing, including the execution and delivery of a financial advisory services agreement with Robert W. Baird & Co. Incorporated, Paducah, Kentucky, the City's independent registered municipal advisor.

Section 22. Severability. If any provisions of this Bond Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed to be severable from all remaining provisions and shall not affect the validity of such other provisions.

Section 23. Inconsistent Actions. All prior ordinances, resolutions, orders, or parts thereof inconsistent herewith are hereby repealed.

Section 24. Open Meetings Compliance. All meetings of the Board of Commissioners and of its committees and of any other public bodies, at which the formal actions in connection with the issuance of the Bonds were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and such deliberations took place while such meetings, after proper notice, were open to the public, in compliance with all applicable legal requirements, including Sections 61.810 to 61.850, inclusive, of the Kentucky Revised Statutes.

Section 25. Rules of Construction. The singular form of any word used herein shall also include the plural, and vice versa. The use of a word of any gender herein shall also include correlative words of all genders. Unless otherwise specified, when used herein, the word "including" shall mean

“including, without limitation,” the word “or” shall mean “and/or,” and the word “any” shall mean “any and all.” Unless otherwise specified, references to any Articles, Sections, or other subdivisions of this Bond Ordinance are to the designated Articles, Sections, and other subdivisions of this Bond Ordinance as originally executed. The words “hereof,” “herein,” “hereto,” and “hereunder,” and other words of similar import refer to this Bond Ordinance as a whole. The captions and headings in this Bond Ordinance are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof. Exhibit A attached hereto is hereby incorporated by reference into this Bond Ordinance and constitutes a part hereof.

Section 26. Effective Date. This Bond Ordinance shall become effective immediately upon its adoption and publication of a summary thereof, as provided by law.

[Signature page to follow]

SIGNATURE PAGE TO BOND ORDINANCE

INTRODUCED AND PUBLICLY READ ON FIRST READING ON DECEMBER 10, 2024.

PUBLICLY READ, ADOPTED, AND APPROVED ON SECOND READING, ON JANUARY 14, 2025.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

Attest:

By: _____
City Clerk

CERTIFICATION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Paducah, Kentucky, and as such, I certify that the foregoing is a true, correct, and complete copy of a Bond Ordinance duly enacted by the Board of Commissioners of the City at a duly convened meeting held on January 14, 2025, on the same occasion signed by the Mayor as evidence of his approval, and now in full force and effect, all as appears from the official records of the City in my possession and under my control.

Witness my hand as of January 14, 2025.

By: _____
City Clerk

EXHIBIT A
TO
BOND ORDINANCE

FORM OF BONDS

* * * * *

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”) to issuer or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.
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UNITED STATES OF AMERICA
COMMONWEALTH OF KENTUCKY
CITY OF PADUCAH, KENTUCKY
GENERAL OBLIGATION BOND, SERIES 2025A

Number R-[]

\$[]

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
[]%	[] 1, 20[]	[], 2025	695309 []

Registered Owner: Cede & Co.

Principal Amount: [] Dollars

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Paducah, Kentucky (the “City”), for value received, hereby acknowledges itself obligated to, and promises to pay to the Registered Owner identified above, or its registered assigns, the Principal Amount specified above (or, if any part thereof has been paid, the balance thereof remaining unpaid) on the Maturity Date set forth above, and to pay interest on such Principal Amount (or, if any part thereof has been paid, the balance thereof remaining unpaid), at the Interest Rate per annum identified above, from the Date of Original Issue set forth above, calculated on the basis of a 360-day year with twelve 30-day months, payable on each [] 1 and [] 1, commencing [] 1, 2025, except as the provisions set forth herein concerning prior redemption may be and become applicable hereto. The Principal Amount of and interest on this Bond are payable, without deduction for exchange, collection, or service charges, in lawful money of the United States of America. The Principal Amount of this Bond is payable at the designated corporate trust office of U.S. Bank Trust Company, National Association, Louisville, Kentucky, or any successor (the “Paying Agent and Registrar”), upon the delivery of this Bond to the Paying Agent and Registrar, or by any other transfer of funds acceptable to the Paying Agent and Registrar and the Registered Owner hereof. All interest on this Bond payable before the Maturity Date hereof shall be paid by check or draft mailed to the Registered Owner hereof, as of the record date, at its address appearing upon the registration records maintained by the Paying Agent and Registrar, or by any other transfer of funds acceptable to the Paying Agent and Registrar and the

Registered Owner hereof. The record date shall be the fifteenth day of the month preceding each interest payment date.

This Bond is one of an issue of Bonds of like tenor and effect, except as to denomination and maturity, numbered from R-1 upward, inclusive, of the denomination of \$5,000 or any integral multiple thereof originally aggregating [] Dollars (\$[]) in principal amount, issued for the purposes of (i) financing the costs of acquiring, constructing, equipping, and installing (a) riverfront infrastructure improvements, including a riverboat excursion pier and plaza, riverfront improvements along existing transient boat dock facilities, intersection improvements, and a multimodal pathway connecting the Greenway Trail, Convention Center, Riverfront, and Downtown Paducah, and (b) a new municipal sports park complex, all for the ultimate well-being and benefit of the citizens of the City (collectively, the “Project”), (ii) paying the costs of credit enhancement for the Bonds, if any, and (iii) paying all or a portion of the costs of issuance of the Bonds, all under and in compliance with the laws of the Commonwealth of Kentucky, including, particularly, Chapter 66 of the Kentucky Revised Statutes, and in accordance with an ordinance duly adopted by the Board of Commissioners of the City on January 14, 2025 (the “Bond Ordinance”), upon the affirmative vote of at least a majority of the members of its Board of Commissioners at a public meeting duly and regularly held, and after filing proper notice with the State Local Debt Officer of the Commonwealth of Kentucky.

This Bond and the issue of which it forms a part is a general obligation of the City and the full faith, credit, and taxing power of the City are pledged to the payments due hereunder. THIS BOND IS CONTINUALLY SECURED BY THE FULL FAITH, CREDIT, AND TAXING POWER OF THE CITY.

The Bonds mature on [] 1 of the following years, in the respective principal amounts, and bear interest at the following rates of interest:

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u> <u>Per Annum</u>
[] 1, 2026	[\$[]]	[]%
[] 1, 2027	[\$[]]	[]%
[] 1, 2028	[\$[]]	[]%
[] 1, 2029	[\$[]]	[]%
[] 1, 2030	[\$[]]	[]%
[] 1, 2031	[\$[]]	[]%
[] 1, 2032	[\$[]]	[]%
[] 1, 2033	[\$[]]	[]%
[] 1, 2034	[\$[]]	[]%
[] 1, 2035	[\$[]]	[]%
[] 1, 2036	[\$[]]	[]%
[] 1, 2037	[\$[]]	[]%
[] 1, 2038	[\$[]]	[]%
[] 1, 2039	[\$[]]	[]%
[] 1, 2040	[\$[]]	[]%
[] 1, 2041	[\$[]]	[]%
[] 1, 2042	[\$[]]	[]%

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u> <u>Per Annum</u>
[] 1, 2043	\$()	[]%
[] 1, 2044	\$()	[]%
[] 1, 2045	\$()	[]%

The Bonds maturing on and after [] 1, 2034 are subject to optional redemption before maturity on [] 1, 2033 or any date thereafter, in whole or in part, in such order of maturity as shall be designated in writing by the City, and by lot within a maturity, at the election of the City upon thirty-five days' written notice to the Paying Agent and Registrar at a redemption price equal to the par amount thereof, plus accrued interest to the date of redemption.

[INSERT ANY MANDATORY SINKING FUND REDEMPTION REQUIREMENTS]

At least thirty days before the redemption date of any Bonds, the Paying Agent and Registrar shall cause a notice of such redemption, signed by the Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all registered owners of the Bonds to be redeemed at their addresses as they appear on the registration books kept by the Paying Agent and Registrar; provided that failure to mail any such notice shall not affect the validity of the proceedings for the redemption of any Bonds for which such notice has been sent. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all Bonds being payable by their terms on a single date then outstanding shall be called for redemption, the series of the Bonds, and the distinctive number or letters, if any, of such Bonds to be redeemed.

On the date so designated for redemption, notice having been published in the manner and under the conditions hereinabove provided and moneys for payment of the redemption price being held in the Bond Payment Fund by the Paying Agent and Registrar for the registered owners of the Bonds to be redeemed, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, interest on the Bonds so called for redemption shall cease to accrue, and the registered owners of such Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof.

Notwithstanding the foregoing, any redemption may be conditioned upon funds in an amount sufficient to carry out such redemption being deposited with the Paying Agent and Registrar on or before the applicable redemption date. Any failure to make such deposit shall not constitute an event of default under this Bond or the Bond Ordinance and in such event, the redemption shall be cancelled. If the City knows in advance of a redemption date that the necessary deposit will not occur, it shall instruct the Paying Agent and Registrar to give notice of the cancellation of the redemption to the registered owner of the Bonds so called for redemption.

No recourse shall be had for the payment of the Principal Amount of or the interest on this Bond or for any claim based hereon against any past, present, or future officer, agent, or employee of the City, as such, either directly or through the City, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise. All such liability of such officers, agents, or employees of the City is hereby renounced, waived, and released as a condition of and as consideration for the issuance, execution, and acceptance of this Bond.

It is hereby certified (i) that all acts, conditions, and things required to be done, to occur, or to be performed precedent to and in the issuance of this Bond, or in the creation of the obligations of which this Bond is evidence, have been done, have occurred, and have been performed in regular and due form, in the manner required by law; (ii) that the full faith, credit, and taxing power of the City have been irrevocably pledged for the prompt payment of the Principal Amount hereof and the interest hereon; (iii) that the repayment obligation represented by this Bond does not exceed any constitutional or statutory limitation; and (iv) that due provision has been made for the levy and collection of a tax sufficient in amount to pay the interest on this Bond as it falls due and to provide for the redemption of this Bond at maturity or upon earlier redemption.

[Signature page to follow]

SIGNATURE PAGE TO SERIES 2025A BOND

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual, facsimile, or electronic signature of the Mayor and attested by the manual, facsimile, or electronic signature of the City Clerk.

[Seal]

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

Attest:

By: _____
City Clerk

AUTHENTICATION CERTIFICATE

This is to certify that this Bond is one of the Bonds described hereinabove.

Authorized Representative
U.S. Bank Trust Company, National
Association,
Paying Agent and Registrar

Date of Authentication: _____

ASSIGNMENT

The following abbreviations, when used in the inscription on this Bond or in the assignment below, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	–	as tenants in common
TEN ENT	–	as tenants by the entireties
JT TEN	–	as joint tenants with right of survivorship and not as tenants in common and not as community property
UNIF TRANS MIN ACT	–	_____ Custodian _____ (Custodian) _____ (Minor) _____ under Uniform Transfer to Minors Act _____ (State)

Additional abbreviations may be used although not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto:

(please print or typewrite social security number or other identifying number and name and address of transferee)

the within Bond and does hereby irrevocably constitute and appoint _____
_____ or its successor as Paying Agent and Registrar to transfer the Bond on the
books kept for registration thereof with full power of substitution in the premises.

Signature guaranteed: _____

(Type or Print Name)

(Signature)

NOTE: The assignor's signature must be guaranteed by an eligible guarantor institution which is a member of or participant in a signature guarantee program, under Securities and Exchange Commission Rule 17Ad-15 or any successor provision.