



**SPECIAL CALLED CITY COMMISSION MEETING
 AGENDA FOR JANUARY 13, 2025
 5:00 PM
 CITY HALL COMMISSION CHAMBERS
 300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

NEW EMPLOYEE INTRODUCTIONS Cathy Bryant-Quimby - Senior Customer Experience Representative - L. PARISH

PRESENTATION Annual Audit Review - David Hampton, Kemper CPA Group

PRESENTATION Duchess of Paducah for Heather Coltharp

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 the December 10, 2024, Board of Commissioners Meeting
	B.		Receive & File Documents
	C.		Personnel Actions
	D.		Reappointment of Mark Thompson, Michael Cochran, Sherry Kahne, and Vic Patel to the Paducah Convention & Visitors Bureau
	E.		Reappointment of Tammara Sanderson to the Civil Service Commission
	F.		Appointment of Benjamin Sirk to the Board of Assessment Appeals
	G.		Appointment of Brandi Harless to the Board of Adjustment
	H.		Reappointment of Raynarldo Henderson to the Municipal Housing Commission

		I.	Reappointment of Robert Buz Smith to the Brooks Stadium Commission
		J.	Appointment of Robert Buz Smith to the Paducah-McCracken County Joint Sewer Agency
		K.	Appointment of Dajuan Thomas to the Commissioners of Water Works
		L.	Reappointment of Sandra Wilson to the Electric Plant Board
		M.	Reappointment of Sandra Wilson to the Paducah Riverfront Development Advisory Board (PRDA)
		N.	Appointment of Mike Karnes and Randy Warmath and Joint Appointment of Jeff Parker to the Paducah-McCracken County 911 Board
		O.	Appointment of Ashley Johnson to the Paducah-McCracken County Riverport Authority
		P.	Approve the Application for a 2024 Community Development Block Grant on Behalf of Center Point Recovery Center in the Amount of \$200,000 - H. REASONS
		Q.	Authorize the Mayor to execute a contract with Federal Engineering for a Cybersecurity Assessment - E. STUBER
		R.	Authorize the Certificate of Approval to Support the Issuance of Bonds by the Kentucky Bond Development Corporation for the Benefit of Baptist Healthcare Systems, Inc. - D. JORDAN
		S.	Authorize a Release of All Claims and Indemnity Agreement with Donald Tucker and Shelter Mutual Insurance Company - D. JORDAN
		T.	Acquisition of Permanent Public Drainage Easement from Malinda L. Richie, on property located at 2338 Seitz Street, for the S. 24th Street Improvement Project - G. GUEBERT
	II.	<u>MOTION(S)</u>	
		A.	Appoint Mayor Pro Tem
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	2025A General Obligation Bonds - D. JORDAN
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Authorizing the Closure of 33,722 Square Feet of Vermont Street Between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street, and 125 Ridgeview Street - M. TOWNSEND
	V.	<u>COMMENTS</u>	

		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VI.	<u>EXECUTIVE SESSION</u>	

December 10, 2024

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, December 10, 2024, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by City Clerk, Lindsay Parish, the following answered to their names: Commissioners Guess, Henderson, Smith, Wilson, and Mayor Bray (5).

INVOCATION

Commissioner Henderson led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PROCLAMATION

Mayor Bray presented a Proclamation to representatives of Paducah Cooperative Ministry, Washington Street Baptist Church and Community Kitchen, declaring December 21 Homeless Persons' Memorial Day.

NEW EMPLOYEE INTRODUCTION – Taylor Morsching, Assistant Director of Recreation, introduced Ashley Kearney, Recreation Supervisor, Parks and Recreation Department.

PRESENTATIONS

Christmas Parade Award Winners:

Taylor Morsching, Assistant Director of Recreation, and Ashley Kearney, Recreation Supervisor, presented the first-place award winners for the 2024 Christmas Parade. The theme of this year's parade was "*Christmas in Toyland*." There were over 100 entries.

Themed Float: Dippin' Dots/J & J Snack Foods
Religious Float – The Church of Jesus Christ
Non-Float – Goodwin Farms
School Float – McCracken County Schools
Drill Team – Xplosive Dance Force
Band – McCracken County High School

Recognition of Commissioner David Guess

Mayor Bray, on behalf of the Paducah City Board of Commissioners, presented a plaque of appreciation to Commissioner David Guess, for his years of service on the Commission. He served terms from 2003 through 2006, and 2021 through 2024.

MAYOR COMMENT

Mayor Bray related that he has received notification from U.S.A. Hospitality that the agreement

December 10, 2024

has been signed with Marriott for the construction of a Marriott Aloft hotel at 519 North 3rd Street.

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 27, 2024, Board of Commissioners Meeting
I(B)	<p>Receive and File Documents:</p> <p><u>Minute File:</u></p> <ol style="list-style-type: none"> 1. Notice of Special Called Meeting – November 27, 2024 and cancellation of November 26, 2024, Regular Meeting <p><u>Contract File:</u></p> <ol style="list-style-type: none"> 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 <p><u>Financials:</u></p> <ol style="list-style-type: none"> 1. Paducah Water Works – Month Ended 10-31-2024 2. 2023-2024 Annual Report – WKCTC Television Department <p><u>Bids and Proposals File:</u></p> <ol style="list-style-type: none"> 1. Robert Coleman Sprayground Project All bids and proposals rejected – MO #2983
I(C)	Appointment of Kay Cochran to the Civic Beautification Board. Said term shall expire July 1, 2028.
I(D)	Appointment of Lanie Fearon to the Barkley Regional Airport Authority, to replace Jay Matheny, who resigned. Said term shall expire December 31, 2025.
I(E)	Appointment of James “Jason” Coltharp to the Paducah-McCracken County Joint 911 Parcel Fee Appeals Board. Said term shall expire November 27, 2026.
I(E)	Personnel Actions

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I(F)	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. (MO #2994; BK 13)
I(G)	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 (MO #2995; BK 13)
I(H)	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 (MO #2996; BK 13)
I(I)	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 (MO #2997; BK 13)

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

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

MUNICIPAL ORDER

CREATIVE AND CULTURAL COUNCIL'S REQUEST FOR PROPOSAL FOR A PUBLIC ART PROJECT IN THE WALTER JETTON/SOUTHSIDE NEIGHBORHOOD

Commissioner Henderson offered Motion, seconded by Commissioner Guess, 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, Smith and Mayor Bray (5). **(MO #2998; BK 13)**

ORDINANCE ADOPTION

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

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of

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Commissioners adopt 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.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Wilson and Mayor Bray (4). (ORD 2024-12-8832; BK 37)

ORDINANCE INTRODUCTION

2025A GENERAL OBLIGATION BONDS

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, “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.” THIS ORDINANCE IS SUMMARIZED AS FOLLOWS: The Ordinance authorizes the City to issue a series of general obligation bonds, designated as the “City of Paducah, Kentucky General Obligation Bonds, Series 2025A” (the “Bonds”), in an approximate aggregate principal amount of \$27,820,000, which amount may be increased by up to \$2,785,000 or decreased by any amount, 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 the costs of issuance of the Bonds. Provisions are made in the Ordinance for the payment of the Bonds and the security therefor, the application of the proceeds of the Bonds, the creation of a Bond Payment Fund for the Bonds, and the continuation of the City’s existing Sinking Fund. The Ordinance also contains certain covenants made by the City in connection with the Bonds. The Bonds are to be sold at public, competitive sale, and shall mature, or be subject to mandatory sinking fund redemption, in varying amounts each year, through and including 2045. The Bonds pledge the full faith, credit, and taxing power of the City, and provision has been made for the collection of a tax to pay the principal and interest due on the Bonds, subject to certain credits, as provided in Section 12 of the Ordinance. As

December 10, 2024

required by KRS 83A.060, Section 12 of the Ordinance is set forth below in its entirety: “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.”

COMMENTS

CITY MANAGER

- The City has received its 8th Boater’s award for the Transient Boat Dock.
- This is the last meeting of the year. There will be no city services (with the exception of emergency personnel) all city offices will be closed December 24, 25, 31 and January 1.

MAYOR

- Swearing in of Mayor and four Commissioners will be held December 30, at 5:00 p.m. at City Hall. The public is invited to attend.

PUBLIC COMMENT

TanaShea Bell made a comment about the proposed art project in the Walter Jetton/Southside neighborhood.

EXECUTIVE SESSION

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

- Discussions of proposed or pending litigation against or on behalf of the public agency KRS 61.810(1)(c)

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

RECONVENE IN OPEN SESSION

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Paducah

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Board of Commissioners reconvene in open session.

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

ADJOURN

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

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

TIME ADJOURNED:7:04 p.m.

ADOPTED: _____

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

January 13, 2025

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Notice of Cancellation of the Board of Commissioners meeting for December 24, 2024.
2. Oath of Office – 12-30-2024 Swearing In
 - a. Mayor George Bray
 - b. Commissioner Sandra Wilson
 - c. Commissioner Raynarldo Henderson
 - d. Commissioner Buz Smith
 - e. Commissioner Dajuan Thomas

Deed File:

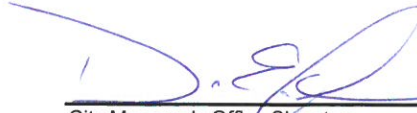
1. Deed of Conveyance to Paducah Alliance of Neighbors, Inc. – MO #2952

Contract File:

1. Contract For Services – signed by Daron Jordan, City Manager
 - a. Hope Unlimited Family Care Center (Hope Unlimited)
 - b. Paducah Arts Alliance (PAA)
 - c. Market House Theatre
 - d. National Quilt Museum
 - e. Paducah Symphony Orchestra
 - f. Paducah-McCracken County Senior Center
 - g. Family Services Society, Inc.
 - h. Emerald Foundation
 - i. Luther F. Carson Four Rivers Center, Inc.
 - j. Paducah Interfaith Ministry d/b/a Paducah Cooperative Ministry (PCM)
 - k. Child Watch
 - l. Empty Bowls of Paducah
 - m. Uppertown Heritage Foundation (Hotel Metropolitan)
2. Agreement with Pyro Shows, Inc. for 2025 4th of July Fireworks show – MO #2840
3. Performance Bond – Harper Construction MO #2841
4. Participation Agreement with Sourcewell for Cooperative Purchasing – MO #2986
5. Contract For Services – Columbia Art House, Inc. - MO #2993
6. Amendment to Tyler Contract Add Capital Budget – MO #2994
7. Contract with Galls LLC for uniforms for Police Department – MO #2995

CITY OF PADUCAH
January 13, 2025

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



City Manager's Office Signature

1/9/2025

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
January 13, 2025

NEW HIRES - FULL-TIME (FT)

<u>GENERAL GOVERNMENT</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Thomas, Dujan L.	City Commissioner	\$13.24/hr	NCS	Ex	January 1, 2025
<u>PARKS & RECREATION</u>					
Coughenour, Brock W.	Parks Maintenance Laborer	\$17.59/hr	NCS	Non-Ex	January 9, 2025
<u>POLICE</u>					
Billier, John M.	Evidence Technician	\$22.00/hr	NCS	Non-Ex	January 9, 2025

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

<u>PARKS & RECREATION</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Atkins, Rebecca S.	Recreation Leader - Athletics \$12.50/hr	Recreation Leader - Athletics \$14.00/hr	NCS	Non-Ex	February 6, 2025
Smith, Keely N.	Recreation Leader - Athletics \$12.50/hr	Recreation Leader - Athletics \$14.00/hr	NCS	Non-Ex	February 6, 2025
Tyler, LaQuenta D.	Recreation Leader - Athletics \$12.50/hr	Recreation Leader - Athletics \$14.00/hr	NCS	Non-Ex	February 6, 2025
Tyler, Robert L.	Recreation Leader - Athletics \$12.50/hr	Recreation Leader - Athletics \$14.00/hr	NCS	Non-Ex	February 6, 2025
Wicinski, Autumn	Facility Coordinator \$12.00/hr	Facility Coordinator \$14.00/hr	NCS	Non-Ex	February 6, 2025

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

<u>E-911</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>
Buckingham, Rebecca	Telecommunicator \$27.54/hr	Telecommunicator \$28.09/hr	NCS	Non-Ex	January 9, 2025
Fowler, Hillary	Telecommunicator \$23.66/hr	Telecommunicator \$25.37/hr	NCS	Non-Ex	January 9, 2025
Goins, Stephanie J.	Telecommunicator \$29.84/hr	Telecommunicator \$31.74/hr	NCS	Non-Ex	January 9, 2025
Jones, Emilee A.	Telecommunicator \$20.56/hr	Telecommunicator \$20.97	NCS	Non-Ex	January 9, 2025
Kitty, Ariana R.	Division Manager \$49.90	Division Manager \$51.40	NCS	Ex	December 12, 2024
Lambert, Sarah R.	CAD System Administrator \$31.63/hr	CAD System Administrator \$32.58/hr	NCS	Ex	January 9, 2025
Lauderdale, Kim J.	Telecommunicator \$20.77/hr	Telecommunicator \$22.19/hr	NCS	Non-Ex	December 12, 2024
Martin, Tara	Telecommunicator \$26.00/hr	Telecommunicator \$27.78/hr	NCS	Non-Ex	January 9, 2025
McDonald, Mackenzie L.	Telecommunicator \$21.17/hr	Telecommunicator \$22.81/hr	NCS	Non-Ex	January 23, 2025
Peery, Laura	Senior Administrative Assistant \$32.19/hr	Senior Administrative Assistant \$33.16/hr	NCS	Non-Ex	January 9, 2025
Reed, Taryn	Telecommunicator \$29.27/hr	Telecommunicator \$31.15/hr	NCS	Non-Ex	January 9, 2025
Scutt, Austin	Telecommunicator \$23.20/hr	Telecommunicator \$23.66/hr	NCS	Non-Ex	January 9, 2025
Spears, Amber	Telecommunicator \$29.37/hr	Telecommunicator \$30.25/hr	NCS	Non-Ex	January 9, 2025
<u>PARKS & RECREATION</u>					
Askew, Lamiira	Administrative Assistant \$21.69/hr	Administrative Assistant \$22.12/hr	NCS	Non-Ex	January 9, 2025
Shelton, Gregory	Parks Maintenance Supervisor \$29.05/hr	Parks Maintenance Supervisor \$30.50/hr	NCS	Ex	January 9, 2025
Wurth, Mary E.	Senior Administrative Assistant \$27.45/hr	Senior Administrative Assistant \$28.82/hr	NCS	Non-Ex	January 9, 2025
<u>POLICE</u>					
Antonites, Nathan	Captain	Captain	NCS	Ex	January 9, 2025

Baxter, Christopher	\$48.91/hr Captain	\$50.38/hr Captain	NCS	Ex	January 9, 2025
Copeland, Anthony J.	\$50.15/hr Assistant Chief - Support Services	\$51.65/hr Assistant Chief - Support Services	NCS	Ex	January 9, 2025
Hodges, William J.	\$56.32/hr Captain - Professional Standards	\$58.01/hr Captain - Professional Standards	NCS	Ex	January 9, 2025
Miller, Vicki L.	\$46.24/hr Records Clerk	\$47.63/hr Records Clerk	NCS	Non-Ex	January 9, 2025
	\$24.69/hr	\$25.43/hr			
<u>PUBLIC WORKS</u>					
Canter, Thomas J.	Fleet Supervisor \$34.58/hr	Fleet Supervisor \$35.62/hr	NCS	Ex	December 26, 2024
Canter, Thomas J.	Fleet Supervisor \$35.62/hr	Fleet Supervisor \$35.98/hr	NCS	Ex	January 9, 2025
Cheswick, Steven L.	ROW Maintenance \$23.62/hr	Equipment Operator \$25.52/hr	NCS	Non-Ex	September 5, 2024
Collins, Deborah S.	Senior Administrative Assistant \$25.85/hr	Senior Administrative Assistant \$26.63/hr	NCS	Non-Ex	December 26, 2024
Coursey, Jason L.	Street Superintendent \$38.16/hr	Street Superintendent \$38.92/hr	NCS	Ex	January 9, 2025
Davenport, Tucker L.	Fleet Mechanic II \$24.21/hr	Fleet Mechanic II \$24.94/hr	NCS	Non-Ex	December 26, 2024
Ferrell, Christopher L.	Maintenance Superintendent \$40.41/hr	Maintenance Superintendent \$41.22/hr	NCS	Ex	January 9, 2025
Kelley, Johanthan S.	Facilities Maintenance Supervisor \$29.52/hr	Facilities Maintenance Supervisor \$30.70/hr	NCS	Ex	January 9, 2025
Kelly, Phillip C.	Fleet Mechanic II \$25.69/hr	Fleet Mechanic II \$26.46/hr	NCS	Non-Ex	December 26, 2024
Richardson, Casey D.	Fleet Mechanic II \$28.15/hr	Fleet Mechanic II \$28.99/hr	NCS	Non-Ex	December 26, 2024
Riley, David J.	Street Supervisor \$30.87/hr	Street Supervisor \$33.03/hr	NCS	Ex	January 9, 2025
Saxton, John W.	Solid Waste Superintendent \$36.65/hr	Solid Waste Superintendent \$37.75/hr	NCS	Ex	January 9, 2025
Scutt, James R.	Fleet Superintendent \$38.62/hr	Fleet Superintendent \$39.39/hr	NCS	Ex	January 9, 2025

TERMINATIONS - PART-TIME (PT)

<u>PUBLIC WORKS</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Fitzgerald, Nyron	Temp - Maintenance Technician	Seasonal Termination	January 8, 2025
<u>PARKS & RECREATION</u>			
Jackson, Morgan	Temp - Parks Maintenance Laborer	Seasonal Termination	January 8, 2025
Lamoureux, Nicholas	Temp - Parks Maintenance Laborer	Seasonal Termination	January 8, 2025
Phill, Dkyan Q.	Temp - Recreation Leader	Seasonal Termination	January 8, 2025
<u>TECHNOLOGY</u>			
Willhelm, Madisen L.	Temp - IT Help Desk	Seasonal Termination	January 8, 2025

TERMINATIONS - FULL-TIME (FT)

<u>GENERAL GOVERNMENT</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Guess, David N.	City Commissioner	End of Term	December 31, 2024
<u>PARKS & RECREATION</u>			
Marsden, Jared	Assistant Director of Parks	Resignation	January 3, 2025
<u>POLICE</u>			
Parrish, Andrew J.	Sergeant	Resignation	January 5, 2025
Wilson, Kevin A.	Detective	Resignation	January 4, 2025
<u>PUBLIC WORKS</u>			
Crittendon, William H.	Solid Waste Truck Driver	Termination	January 3, 2025
Marquiss, Aaron E.	Fleet Mechanic II	Termination	January 8, 2025
Loss, James A.	Solid Waste Truck Driver	Termination	December 19, 2024
Willett, Thomas D.	Solid Waste Truck Driver	Termination	December 16, 2024

Agenda Action Form

Paducah City Commission

Meeting Date: January 13, 2025

Short Title: Approve the Application for a 2024 Community Development Block Grant on Behalf of Center Point Recovery Center in the Amount of \$200,000 - **H. REASONS**

Category: Municipal Order

Staff Work
By: Hope
Reasons
Presentation
By: Hope
Reasons

Background Information: The Department for Local Government (DLG) receives funding from the U.S. Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program. Funds are designated for various programs, including Community Projects, Community Emergency Relief Fund, Economic Development, Housing and Public Facilities. The CDBG program provides assistance to communities for use in revitalizing neighborhoods, expanding affordable housing and economic opportunities, providing infrastructure and/or improving community facilities and services. With the participation of their citizens, communities can devote these funds to a wide range of activities that best serve their own particular development priorities. All project activities must meet at least one of three national objectives:

- Benefit to low and moderate income persons;
- Prevention or elimination of slums or blight; and,
- Meeting particularly urgent community development needs.

On behalf of Four Rivers Behavioral Health, the City proposes to submit a CDBG application for the Center Point Recovery Center for personnel expenses. The application will be in the amount of \$200,000 through the Public Services program. These funds will be matched by the Four Rivers Behavioral Health with other federal and state funds. Local matching funds will not be required from the City of Paducah. A fee of \$2,500 will be paid to the city for maintaining and providing administration of the funding.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the application for the Community Development Block Grant and for the Mayor to sign all documentation related to same.

Attachments:

1. MO - app - cdbg-four rivers recovery center project 2024

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A 2024 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$200,000 THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT ON BEHALF OF FOUR RIVERS BEHAVIORAL HEALTH FOR THE CENTER POINT RECOVERY CENTER FOR PERSONNEL EXPENSES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application and all documents relating to same, requesting a Community Development Block Grant through the Department for Local Development in the amount of \$200,000 on behalf of Four Rivers Behavioral Health for the Center Point Recovery Center for personnel expenses. Funds will be matched by Four Rivers Behavioral Health. An administration fee of \$2,500 will be paid to the City of Paducah for maintaining and monitoring this funding.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners January 13, 2025
Recorded by Lindsay Parish, City Clerk, January 13, 2025
\\mo\grants\app - cdbg-four rivers recovery center project 2024

Agenda Action Form

Paducah City Commission

Meeting Date: January 13, 2025

Short Title: Authorize the Mayor to execute a contract with Federal Engineering for a Cybersecurity Assessment - **E. STUBER**

Category: Municipal Order

Staff Work
By: Eric Stuber
Presentation
By: Eric Stuber

Background Information: The City of Paducah was awarded grant funds from the Kentucky Office of Homeland Security as part of the State and Local Cybersecurity Grant (SLCGP) program in the amount of \$60,000. The phase 2 part of the SLCGP program is to conduct an internal and external cybersecurity assessment in order to understand our current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.

An RFP was developed and reviewed by Stacey Blankenship and Lindsay Parish. It was published November 1, 2024. A pre-bid meeting was held at City Hall on November 18th, 2024 at 2:00 PM. We had 9 potential bidders attend the meeting. We received 8 bids that were opened on December 8th, 2024 at 2:00 PM at City Hall. The bids ranged in price from \$29,850 to \$63,749.24.

A committee of Eric Stuber, Emma Shaw, Chief Steve Kyle, Lindsay Parish, and Stefanie Wilcox met on December 12th to review the 8 proposals and evaluate the bidders against the following criteria:

1. Specialized experience or technical expertise of the bidder (0-30 points)
2. Past record of performance on similar contract(s) with other clients, including quality of work, timeliness, and cost control. (0-30 points)
3. Quality of services to be provided. (0-20 points)
4. Value and Price of services performed (0-20 points)

After the initial review of the proposals, a follow-up questionnaire was sent to all 8 bidders on December 18th with a due date of December 20th for responses.

The attached proposal evaluation was completed on December 27th with the highest number of points going to Federal Engineering.

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

Communications Plan:

Funds Available: Account Name: SLCGP Phase 2 Project

Account Number: EQ0035

Staff Recommendation: Authorize the Mayor to execute a contract with Federal Engineering for a Cybersecurity Assessment in an amount not to exceed \$49,838

Attachments:

1. MO Contract - Federal Engineering - Cybersecurity Assessment
2. RFP_Assessment
3. Federal Engineering-Paducah, KY Basic Service AGM Cyber Risk Assmt 20250107_for signature

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FEDERAL ENGINEERING FOR A CYBERSECURITY ASSESSMENT SERVICE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$49,838

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Federal Engineering for a Cybersecurity Assessment, in an amount not to exceed \$49,838.

SECTION 2. This expenditure shall be paid from the SLCGP Phase 2 Project, Account No. EQ0035.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, January 13, 2025
Recorded by Lindsay Parish City Clerk, January 13, 2025
MO\contract-Federal Engineering – Cybersecurity Assessment

BASIC SERVICE AGREEMENT

This BASIC SERVICE AGREEMENT (this "Agreement") is made this _____ day of January 2025 by and between Federal Engineering, Inc., a Maryland corporation, having offices at 10560 Arrowhead Drive, Suite 100, Fairfax, Virginia 22030, (hereinafter called "**FE**") and the City of Paducah, Kentucky, having offices at 300 South Fifth Street, PO Box 2267, Paducah, KY 42002 (hereinafter called the "**Client**").

The period of performance of this Agreement (the "Term"), for the purpose of issuing Task Orders hereunder, is from January 13, 2025 to December 31, 2025 (the "End Date"). The Term of this Agreement may be extended by mutual agreement by both parties in writing.

Subject to the provisions of this Agreement, **FE** shall, in accordance with Task Orders issued hereunder and approved by the **Client** and **FE**, perform tasks in the general area of telecommunications, information technology, and management consulting services.

1. STATEMENT OF WORK:

1.1 **FE** will complete the initial work as described in its Proposal for *Cyber Risk Assessment and Vulnerability Scan Services* dated December 9, 2024 in response to the Client's RFP *2024 Cyber Risk Assessment & Vulnerability Scan*. Both documents are attached and made part of this agreement.

1.2 The Client or **FE** may, from time to time during the Term of this Agreement, issue additional written Task Orders detailing the services to be delivered under this Agreement and will specify: (a) the statement of work to be performed; (b) security requirements, if any; (c) the ceiling price or other fee amount, including all charges, expenses, and travel authorizations, if any; and (d) any other applicable instructions. To be valid and deemed to be a Task Order to be performed under this Agreement, approved Task Orders will be executed by both parties and, thereupon, shall be incorporated into this Agreement by reference.

1.3 Except as expressly set forth in the terms of a Task Order signed by both Client and **FE**, in the event a conflict exists between the terms of a Task Order and the terms of this Agreement, the terms of this Agreement shall control.

2. CLIENT OBLIGATIONS: Nothing herein shall be construed as an obligation of the **Client** or **FE** to issue, or to **FE** to consent to, any additional Task Orders hereunder and the limit of the **Client's** and **FE's** duties shall extend only to Task Orders as may be approved by **Client** and **FE** in accordance with this Agreement. All Task Orders are subject to review and acceptance by **FE**; acceptance of which shall be provided by **FE** returning a copy of the fully signed Task Order to **Client**.

3. COMPENSATION:

3.1 **FE** will be compensated in accordance with the terms and conditions as described in its Proposal for *Cyber Risk Assessment and Vulnerability Scan Services*

dated December 9, 2024 in response to the Client's RFP 2024 *Cyber Risk Assessment & Vulnerability Scan*.

3.2. For any additional fixed-price Task Orders, **FE** will submit invoices to **Client** in accordance with the agreed-upon milestone schedule showing the tasks that have been completed.

3.3. For any additional time and materials Task Orders, **FE** will submit invoices to **Client** monthly in accordance with **FE's** then-current Rates and Terms indicated, a copy of which is set for and incorporated into this Agreement as Schedules A.

3.4. Unless stated otherwise in any Task Order, payment of all invoices shall be due within thirty (30) days of the invoice date. Late balances are subject to a finance charge of 1.5 percent per month or fraction thereof. Any and all taxes, except Federal income taxes, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, will be in addition to the invoiced amounts and shall be paid by the Client.

4. INDEPENDENT CONTRACTOR: **FE** shall be deemed at all times to be an independent contractor of the **Client** and shall not be deemed to be an employee, joint venturer, or other nature of partner of the **Client**. Neither **FE** nor its personnel shall at any time, or for any purpose, be considered employees or agents of the **Client**. The **Client** is hereby contracting with **FE** for the services described in the approved Task Order(s). **FE** is not required to perform the services during a fixed hourly or daily time, and if the services are performed at the **Client's** premises, then **FE's** time spent at the premises is to be at the discretion of **FE**, subject to the **Client's** normal business hours and security requirements. **FE** hereby confirms to the **Client** that the **Client** will not be required to furnish or provide any training to **FE** to enable **FE** to perform the services required hereunder. The services shall be performed by **FE**, and the **Client** shall not be required to hire, supervise or pay any assistants to help **FE** perform the services under this Agreement. The management of the work, including but not limited to the order or sequence in which it is performed, shall be under the control of **FE**, subject to compliance with any approved Task Order(s). Except to the extent that **FE's** work must be performed on or with the **Client's** computer or the **Client's** software, all materials used in providing the services shall be provided by **FE**. **FE** shall have and maintain insurance coverages in the normal course of **FE's** business and, in addition thereto, **FE** shall procure any specialized insurance that is specifically called for in writing and expressly set forth in an approved Task Order to this Agreement. The **Client** understands and agrees that as an independent contractor, **FE** does not have any authority to sign contracts, notes, or obligations to make purchases, or to acquire or dispose of any property for or on behalf of the **Client**.

5. WARRANTY: **FE** hereby warrants to the **Client** that **FE** is not under any obligation, contract, or agreement, nor has **FE** previously executed, any agreement with any third party that would, in any manner, prevent **FE** from giving, and the **Client** from receiving, the full benefit of **FE's** services as contemplated by this Agreement. **FE** makes no other warranties, whether written, oral, or implied, including without limitation warranty of fitness

for purpose or merchantability. In no event shall **FE** be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to **FE** in advance or could have been reasonably foreseen by **FE**, and in the event this limitation of damages is held unenforceable, then the parties agree that by reason of the difficulty in foreseeing possible damages, all liability to **Client** shall be limited to One Hundred dollars (\$100.00) as liquidated damages and not as a penalty.

6. PROPRIETARY INFORMATION:

6.1. Both parties hereby agree that at all times both during the term of this Agreement and for a period of three (3) years after the End Date, that each party will hold inviolate and keep secret all knowledge, information, data, trade secrets, inventions, and customer lists that have been clearly marked "PROPRIETARY" or "CONFIDENTIAL" by the other party. Each party under the terms of this Agreement, will not disclose such information to any competitor, or other individual, corporation, or firm except when authorized to do so by the other party, in writing. Nothing herein shall be construed as to preclude either party from engaging in any occupation or endeavor that will not directly or indirectly involve the proprietary information of the other party.

6.2. Each party's obligations with respect to handling and using proprietary information of the other party as set forth in Section 6.1, above, are not applicable to: (a) Information that at the time of disclosure is or was either known to the party or disclosed in then-existing literature or patents or is or was in any other way in the public domain; (b) Information that after disclosure becomes known to the party by independent discovery or by casual observation or analysis of information provided by a third party; (c) Information that after disclosure becomes known to the party from a source other than the other party without breach of any obligation by the disclosing party; (d) Information that is or has been furnished by the disclosing party to the Government with "unlimited" rights, and (e) Information available in the public domain.

7. RELEASE OF INFORMATION:

7.1 **FE** shall not make any public release of information in any medium concerning this Agreement without the prior review and approval of the **Client**.

7.2. Requests for review of any information and/or materials proposed for public release, in any medium whatsoever, shall be submitted in writing to an authorized representative of the **Client** for approval, which review and approval shall not be unreasonably withheld or delayed.

8. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by either party at any time, and for any reason, by giving written notice of such termination to the other party. Should the **Client** terminate this Agreement while work is in progress, **FE** shall, upon receipt of the notice of termination, stop all work as quickly as practical. The **Client** shall be responsible for all service fees, labor costs and expenses incurred by **FE** through the date that **FE** reasonably is able to terminate such work, as well as any demobilization costs.

9. ASSIGNMENT: Neither party shall assign or transfer this Agreement without the written consent of the other party.

10. GOVERNING LAW: This Agreement shall be interpreted, governed by, and construed in accordance with, and the rights of the parties shall be determined under, the laws of the Commonwealth of Kentucky without regard to Kentucky's conflict of laws provisions. The **Client** hereby agrees to pay all legal, court, and collection fees including, without limitation, attorneys' and expert witness fees, incurred by **FE** should the **Client** breach any term, condition or obligation created by this Agreement or for **FE** to collect any overdue invoices and other fees, costs, and expenses rendered to, for, and/or on behalf of the **Client**. The **Client** agrees that the venue for any and all disputes arising under and/or with respect to this Agreement shall be in the courts of McCracken County, Kentucky; and the **Client** hereby consents to the jurisdiction of said courts and waives any defense of *forum non-conveniens* with respect to said courts.

11. COMPLIANCE WITH APPLICABLE LAWS: Both parties agree to comply with all applicable laws, statutes, and orders of the United States Government and any or political subdivisions thereof now in effect or hereafter enacted, and the same shall be deemed to be incorporated by reference. **FE** shall be held harmless by the **Client** for violation of any governmental procurement regulation to which it may be subject but to which specific written reference is not made in this Agreement.

12. SET OFF: The **Client** acknowledges and further agrees that **FE** shall have the right to set off, against any amounts which may become due and payable to the **Client**, any amount which the **Client** may owe to **FE**, whether arising under this Agreement or otherwise.

13. HOLD HARMLESS: The **Client** shall indemnify and save **FE** harmless from any losses, claims, demands, suits, judgments, or out-of-pocket expenses incurred as a result of any damage or injury to or claim by the **Client**, its employees, agents, or property, or for any injury or damage to or claim (including claims of patent or copyright infringement) by any third persons or their property which is directly or indirectly caused in the course of performance of any of the work specified in this Agreement. Further, the **Client** shall indemnify and compensate **FE** for any time **FE**, its employees, personnel, agents, consultants, or attorneys spend as a result of any claim, suit, or judgment by a third party arising directly or indirectly out of the work specified in this Agreement.

14. NON-SOLICITATION: The **Client** hereby agrees that for the term of this Agreement, and for a period of one (1) year thereafter, the **Client** shall not directly or indirectly, orally, in writing, or by other method of communication, solicit any employee, agent, or consultant of **FE**, nor encourage any employee, agent, or consultant of **FE**, to terminate such employee's, agent's, or consultant's work, business, or other professional relationship with **FE**. The **Client** further agrees that for the term of this Agreement, and for a period of one (1) year after the End Date, should the **Client** hire or engage any employee, agent, or consultant of **FE** to provide services to, for, and/or on behalf of the **Client**, whether directly or indirectly, then the **Client** shall pay to **FE** a finder's fee equal

to seventy percent (70%) of each such employee's, agent's, and/or consultant's first-year total compensation package.

15. COOPERATIVE PROCUREMENT: This Agreement may be extended to other public agencies and political subdivisions including, but not limited to, Federal, state, county, and local entities, to permit those public entities to purchase in accordance with the pricing, terms, and conditions set forth in this Agreement. Notwithstanding the foregoing in this Section 15, each purchasing public entity will deal directly with **FE** with regard to the statement of work, order placement, delivery, invoicing, and payment applicable to such public entity. The **Client** does not accept any responsibility or involvement in the purchase orders or contracts issued by other public entities.

16. WAIVER: The failure of **FE** to insist on strict performance of any of the terms and conditions hereof shall not constitute a waiver of any other provision of this Agreement.

17. FORCE MAJEURE: **FE** shall not be responsible for **FE's** failure to fulfill its obligations under this Agreement due to causes that are beyond **FE's** reasonable control, including, without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, pandemics, riots, wars, terrorist acts, travel restrictions, or any other causes, directly or indirectly beyond **FE's** reasonable control, so long as **FE** is using its best efforts to remedy such failure or delays.

18. CONSTRUCTION: Paragraph numbers and headings used in this Agreement are for convenience only and shall not effect the interpretation of this Agreement. If any term or condition of this Agreement is in conflict with local, state, or federal law and becomes null and void, the remainder of the Agreement shall survive and remain in effect. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law. This Agreement shall be construed as having been negotiated between the parties and not drafted by a particular party.

19. NO THIRD-PARTY BENEFICIARIES: Notwithstanding anything in this Agreement to the contrary, this Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns, if any, and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. ENTIRE AGREEMENT: This Agreement supersedes all previous agreements, understandings, representations, warranties, and other statements, both oral and in writing, and contains all the terms and conditions of the transactions contemplated by this Agreement. All modifications to this Agreement must be reduced to writing as amendments and duly executed by both parties hereto.

(This agreement is continued on the next page.)

21. EFFECTIVE DATE: This Agreement shall become effective when executed by both parties and shall be binding upon the parties hereto, their successors, and permitted assigns.

FEDERAL ENGINEERING, INC.

CLIENT

By: Ronald F. Bosco
Signature

By: _____
Signature

Ronald F. Bosco
Print Name

Print Name

President and CEO
Title

Title

01/07/2025
Date

Date

SCHEDULE A
LONG-TERM CONSULTING RATES

Effective January 1, 2025, through December 31, 2025

Director/Chief Consultant	\$ 295.00 per hour
Senior Consultant	\$ 245.00 per hour
Consultant	\$ 210.00 per hour
Senior Analyst	\$ 175.00 per hour
Analyst	\$ 130.00 per hour
Administrative Services	\$ 100.00 per hour

TERMS AND CONDITIONS

1. Long-term rates do not include state or local taxes.
2. Travel and meals on a per diem basis will be invoiced at actual cost plus 20 percent to account for general and administrative costs.
3. Hours expended for travel in support of any time and materials task orders are billable hours.
4. Invoices will be rendered monthly. All invoices are due and payable 30 days from issuance. Late balances are subject to a finance charge of 1.5 percent per month (or fraction thereof).

This document is proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc.

Agenda Action Form Paducah City Commission

Meeting Date: January 13, 2025

Short Title: Authorize the Certificate of Approval to Support the Issuance of Bonds by the Kentucky Bond Development Corporation for the Benefit of Baptist Healthcare Systems, Inc. - **D. JORDAN**

Category: Municipal Order

Staff Work
By: Daron
Jordan
Presentation
By: Daron
Jordan

Background Information: Kentucky Bond Development Corporation, a KLC conduit debt issuer, has been approached by Baptist Health to facilitate a deal for them to achieve reimbursement of up to \$500M in construction financing for projects across the Commonwealth, including a project that took place in Paducah. This will be done via debt issuance by KBDC on behalf of Baptist Health. The project in Paducah consists of the construction, renovation, and equipping of improvements to Baptist Health Paducah, generally located at 2501 Kentucky Avenue, Paducah, McCracken County, Kentucky, including, but not limited to, improvements to the imaging department (\$3,000,000 maximum principal amount). Though the bonding does not impact the city in any way, Federal IRS law requires the local government to acknowledge that a hearing was conducted and that the City does not have an issue with the project. The hearing was conducted on January 10th. This action simply authorizes the Mayor to execute a document acknowledging the hearing took place and that the City approves the project insofar as approval is required to satisfy Federal law.

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. MO Baptist Health Bonding Certificate of Approval 2025

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CERTIFICATE OF APPROVAL FOR A PLAN OF FINANCING FOR THE ISSUANCE OF BONDS BY THE KENTUCKY BOND DEVELOPMENT CORPORATION FOR THE BENEFIT OF BAPTIST HEALTHCARE SYSTEM, INC. AND ITS AFFILIATES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a certificate of approval and all other documents necessary for a Plan of Financing for the issuance of bonds by the Kentucky Bond Development Corporation for the benefit of Baptist Healthcare System, Inc. and its affiliates.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, January 13, 2025
Recorded by Lindsay Parish City Clerk, January 13, 2025
MO\Baptist Health Bonding Certificate of Approval 2025

CERTIFICATE OF APPROVAL BY THE MAYOR OF THE CITY OF PADUCAH,
KENTUCKY OF A PLAN OF FINANCING FOR THE ISSUANCE OF BONDS BY
THE KENTUCKY BOND DEVELOPMENT CORPORATION FOR THE BENEFIT
OF BAPTIST HEALTHCARE SYSTEM, INC. AND ITS AFFILIATES

WHEREAS, Baptist Healthcare System, Inc. (the “Borrower”), a Kentucky nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), has requested the Kentucky Bond Development Corporation (the “Issuer”) to issue one or more series of revenue bonds in an aggregate principal amount up to \$500,000,000 (the “Bonds”), and to use the proceeds of the Bonds to finance, refinance, or reimburse a portion of the costs of the purchase, acquisition, construction, enlargement, remodeling, renovation, improvement, furnishing, or equipping of the hospitals, other health facilities and their related facilities, including land, owned and operated by the Borrower or Baptist Health Medical Group (“BHMGM”), an affiliate of the Borrower and an organization described in Section 501(c)(3) of the Code, all located within the Commonwealth of Kentucky; and

WHEREAS, the portion of the facilities to be financed by the Bonds located within the jurisdictional boundaries of the City of Paducah, Kentucky (the “City”) and the maximum principal amount of Bonds to be issued for such facilities (collectively, the “Project”), are as follows:

- Construction, renovation and equipping of improvements to Baptist Health Paducah, generally located at 2501 Kentucky Avenue, Paducah, McCracken County, Kentucky, including, but not limited to, improvements to the imaging department (\$3,000,000 maximum principal amount)

WHEREAS, the Project will be owned and principally used by the Borrower or BHMGM; and

WHEREAS, the Issuer will issue the Bonds as qualified 501(c)(3) bonds under the Code, and under Section 147(f) of the Code, the issuance of qualified 501(c)(3) bonds must be approved by the governmental unit having jurisdiction over the area in which any facility financed with the proceeds of bonds is located; and

WHEREAS, the Mayor of the City is the chief executive officer of the City elected at large and is thereby an “applicable elected representative” permitted to approve the Bonds under Section 147(f) of the Code; and

WHEREAS, under Section 147(f) of the Code, the Issuer has, following due notice, held a public hearing, through a duly appointed hearing officer, regarding the plan of financing for the Bonds and the Project; and

WHEREAS, the Bonds will be special and limited obligations of the Issuer payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower and BHMGM, and the principal of and interest on the Bonds will not constitute obligations of the Commonwealth of Kentucky or any political subdivision thereof, including the City.

NOW, THEREFORE, the undersigned, being the chief executive officer of the City, the governmental unit over the area in which the Project to be financed with the proceeds of the Bonds is located, hereby certifies as follows:

1. I am the Mayor of the City, the chief elected executive officer of the City, and have been duly empowered to execute this certificate.

2. I have been informed of the purpose, as set forth above, for which the Bonds are proposed to be issued and that the Issuer, at 10:00 a.m. (Eastern Standard Time) on January 10, 2025, held a public hearing via toll-free telephone, at which time interested individuals were provided a reasonable opportunity to express their views, both orally and in writing, on the plan of financing for proposed issuance of the Bonds for the Project.

3. Attached hereto as Exhibit A, and made a part hereof by reference, is evidence that notice of the public hearing was published not less than seven days before the scheduled date of the public hearing in the *Paducah Sun*, which is in general circulation in the City.

4. For the purpose of complying with the requirements of Section 147(f) of the Code with respect to approval by an applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, the plan of financing for the issuance of Bonds by the Issuer in one or more series for the Project in the City, as set forth above, is hereby approved; provided, however, that in no event shall the City, the Commonwealth of Kentucky, or any other political subdivision thereof be liable for such Bonds, nor shall the Bonds constitute a debt of the City, the Commonwealth of Kentucky, or any other political subdivision thereof. This approval is made solely for the purpose of satisfying Section 147(f) of the Code and shall not be deemed to constitute an approval of the projects financed by the Bonds for any other purpose of the City.

[Continued on the following page]

5. The execution and delivery of this approval shall not be construed to impose any liability or responsibility, financial or otherwise, upon the City, and this approval is issued solely as an accommodation by the City to satisfy the requirements of Section 147(f) of the Code.

Dated: January 11, 2025.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

EXHIBIT A
TO
CERTIFICATE OF APPROVAL

PROOF OF PUBLICATION

(See attachment)

Agenda Action Form

Paducah City Commission

Meeting Date: January 13, 2025

Short Title: Authorize a Release of All Claims and Indemnity Agreement with Donald Tucker and Shelter Mutual Insurance Company - **D. JORDAN**

Category: Municipal Order

Staff Work
By: Daron
Jordan
Presentation
By: Daron
Jordan

Background Information: On September 27, 2022, an automobile accident caused damages to the Robert Cherry Civic Center. This event resulted in a lawsuit against Kenneth Flournoy and El Camino Logistics to recover damages. The lawsuit resulted in the City of Paducah receiving a settlement of \$150,000, and releasing all claims against the truck driver and logistics company in October of 2023. The City now wishes to enter into a Release of All Claims and Indemnity Agreement with the other driver involved in the accident. This action authorizes the Mayor to execute said release of all claims and indemnity agreement, which includes a settlement of \$2,500 to be paid to the City.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. MO release of all claims Donald Tucker Shelter Mutual Insurance Company
2. RELEASE OF ALL CLAIMS 010825DT (003)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE EXECUTION OF A RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT WITH DONALD B. TUCKER AND SHELTER MUTUAL INSURANCE COMPANY FOR DAMAGES INCURRED TO THE ROBERT CHERRY CIVIC CENTER ON SEPTEMBER 27, 2022

WHEREAS, On or about September 27, 2022, a motor vehicle accident occurred at the intersection of H. C. Mathis Drive and Park Avenue, resulting in property damage to the Robert Cherry Civic Center; and

WHEREAS, this accident and property damage resulted in a lawsuit being filed by the City of Paducah; and

WHEREAS, the City now wishes to enter into a Release of All Claims Agreement with Donald B. Tucker and Shelter Mutual Insurance.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

Section 1. The Board of Commissioners authorizes the Mayor to execute a Release of Claims and Indemnity Agreement to release Donald B. Tucker and Shelter Mutual Insurance Company from all claims related to the damages incurred to the Robert Cherry Civic Center on September 27, 2022.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, January 13, 2025
Recorded by Lindsay Parish, Assistant City Clerk, January 13, 2025
mo\release of all claims Donald Tucker Shelter Mutual Insurance Company

RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT

THE UNDERSIGNED, as an authorized representative of **THE CITY OF PADUCAH, KENTUCKY**, (hereinafter referred to as Releasor) for it and/or its insureds, as their interest appear, or for claims as arise under the policy terms for property damage coverage, or within the policy, for and in consideration of the sum of **Two Thousand Five Hundred Dollars and zero cents (\$2,500.00)**, paid solely by Shelter Mutual Insurance Company at its sole discretion, receipt of which is hereby acknowledged, do(es) hereby remise, release and forever discharge **DONALD B. TUCKER** and **SHELTER MUTUAL INSURANCE COMPANY** [**“Shelter”**], named insureds, other insured, their principals, agents, indemnitors, attorneys, representatives, directors, officers, members, affiliates, parent company(s), subsidiaries, successors, assigns, heirs, beneficiaries, executors, administrators, and obligors, (hereinafter referred to as **“Releasees”**), of and from any and all manners of actions, causes of action, claims, or demands, costs, property damage, loss of use or service, damages (direct or consequential), or expenses and compensation on account of, or in any way growing out of, any and all known and unknown claims or damages without reservation, which they may have or hereinafter have resulted or to result from the certain automobile accident which occurred on or about September 27, 2022, in McCracken County, Kentucky, or from the claims filed in **McCRACKEN CIRCUIT COURT, DIVISION I, CIVIL ACTION NO. 23-CI-00797**, and shall dismiss, with prejudice, as settled, all such claims.

This is a compromise settlement of a disputed claim which is not considered as an admission of liability or responsibility, and Releasor admits Donald B. Tucker did not have liability for or responsibility for this accident in question, and the Releasor admits the settlement payment made by Shelter is solely to buy its peace and avoid the cost of litigation.

RELEASOR agrees to indemnify and hold harmless RELEASEES from all claims against the proceeds, and which RELEASEES did deny, reserving the right to contest, or dispute. The settlement payment made by Shelter is solely to buy its peace and avoid costs of litigation.

RELEASOR agrees that the RELEASEES contested the claims, and the facts support the argument or issues of sole negligence by the co-defendants, Kenneth W. Flournoy and El Camino Logistics, LLC, as raised by RELEASEES.

This Release contains the entire agreement, and the terms of the Release are contractual and not a mere recital.

This the _____ day of January 2025.

Authorized Representative of CITY OF PADUCAH,
KENTUCKY - PRINT NAME

Authorized Representative of the CITY OF
PADUCAH, KENTUCKY
SIGN NAME

Agenda Action Form

Paducah City Commission

Meeting Date: January 13, 2025

Short Title: Acquisition of Permanent Public Drainage Easement from Malinda L. Richie, on property located at 2338 Seitz Street, for the S. 24th Street Improvement Project - **G. GUEBERT**

Category: Municipal Order

Staff Work
By: Melanie
Townsend
Presentation
By: Greg
Guebert

Background Information: During the past several months, negotiations have been conducted in good faith with the property owner at 2338 Seitz Street regarding acquiring a portion of the property for a permanent public drainage easement (Parcel #2) as required for the S. 24th Street Improvement Project. Subsequently, Malinda L. Richie has agreed to grant the City of Paducah a permanent public drainage easement totaling 0.001 acres (54.00 sq. ft.) at no cost to the City.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt a Municipal Order authorizing the Mayor to execute a Deed of Conveyance and all related documents on behalf of the City of Paducah with Malinda L. Richie to acquire a portion of real property located at 2338 Seitz Street as permanent public drainage easement for no financial consideration for the S. 24th Street Improvement Project.

Attachments:

1. MO - Permanent Drainage Easement – 2338 Seitz Street

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE, PERMANENT DRAINAGE EASEMENT FEE CONSIDERATION, AND ALL OTHER DOCUMENTS NECESSARY WITH MALINDA L. RICHIE TO ACQUIRE A PORTION OF REAL ESTATE LOCATED AT 2338 SEITZ STREET AS A PERMANENT DRAINAGE EASEMENT AT NO COST TO THE CITY.

WHEREAS, the City of Paducah has negotiated in good faith with the property owner, Malinda L. Richie, at 2338 Seitz Street, regarding acquiring a portion of a permanent drainage easement as required for the South 24th Street Improvement project; and

WHEREAS, this property owner has agreed to grant the City of Paducah a permanent draining easement totaling .001 acres (54 sq. ft.) at no cost to the City; and

WHEREAS, the City of Paducah now wishes to execute the easement.

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

SECTION 1. That the City of Paducah hereby approves and authorizes the Mayor's execution of a Deed of Conveyance, and all other documents necessary with Malinda L. Richie to acquire a portion of real property located at 2338 Seitz Street at no cost to the City to be used as a permanent drainage easement.

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, January 13, 2025
Recorded by Lindsay Parish, City Clerk, January 13, 2025

mo\Permanent Drainage Easement – 2338 Seitz Street

Agenda Action Form

Paducah City Commission

Meeting Date: January 13, 2025

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.

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 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.

Agenda Action Form

Paducah City Commission

Meeting Date: January 13, 2025

Short Title: Authorizing the Closure of 33,722 Square Feet of Vermont Street Between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street, and 125 Ridgeview Street - **M. TOWNSEND**

Category: Ordinance

Staff Work By: Melanie Townsend, Josh Sommer

Presentation By: Melanie Townsend

Background Information: The following adjacent property owners have submitted an executed application requesting the closure of 33,722 Square Feet of Vermont Street between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street, and 125 Ridgeview Street:

- James Chapman, Chapman Property Development, LLC
- Fifty North LLC
- Alfred Neihoff
- Richard & Patty Hayton, etals

On June 5, 2023, the Paducah Planning Commission held a public hearing and positively recommended the closure to the City Commission. All of the utility companies have agreed to this closure.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To adopt an ordinance authorizing the closure of 33,722 Square Feet of Vermont Street between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street, and 125 Ridgeview Street, and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

Attachments:

1. ORD - Vermont Street Nolan Avenue and Ridgeview Street
2. Vermont Street R.O.W. Closure Plat_revised
3. Vermont St_Public Right of Way Closure App
4. Vermont St_100-137_PC Resolution (3)

ORDINANCE NO. 2025-____ - _____

AN ORDINANCE PROVIDING FOR THE CLOSING OF 33,722 SQUARE FEET OF VERMONT STREET BETWEEN 124 & 169 NOLAN AVENUE, 100 & 137 VERMONT STREET, AND 125 RIDGEVIEW STREET, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby the closure of 33,722 square feet of Vermont Street between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street and 125 Ridgeview Street as follows:

LEGAL DESCRIPTION OF TRACT 1 (0.37 ACRES)

Lying between a Street Reservation per unrecorded plat of Phillips Park Subdivision and Olympia Avenue and being a portion of Vermont Street (unimproved) as shown on said Phillips Park Subdivision (unrecorded), City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½” rebar with cap 3861 set at the Northwesterly corner of Vermont Street per unrecorded Plat of Phillips Park Subdivision at the Southwesterly corner of Walker Properties of Western Kentucky LLC property per Deed Book 1460, page 355 and having Kentucky State Plane coordinates (South Zone 1602 – NAD 83) of: Northing 1913305.118 and Easting 793245.318; THENCE FROM SAID POINT OF BEGINNING S 64°34’26” E with the Northerly right-of-way line of said Vermont Street and Southerly line of said Walker Properties of Western Kentucky LLC 237.31 feet to an existing ½” rebar with cap (illegible) at the Southeasterly corner thereof and Southwesterly corner of the Richard and Pattie Hayton & Etals property per Deed Book 1289, page 563; thence S 25°25’34” W on a new division line 25.00 feet to a ½” rebar with cap 3861 set in the centerline of said Vermont Street; thence S 64°34’26” E with the centerline of said Vermont Street 161.91 feet to a ½” rebar with cap 3861 set; thence on a new division line S 25°25’34” W 25.00 feet to an existing 4” x 4” concrete monument at the Northeasterly corner of the Walker Properties of Western Kentucky LLC per Deed Book 1430, page 774 and in the Southerly right-of-way line of said Vermont Street; thence N 64°34’26” W with the Southerly right-of-way line of Vermont Street and Northerly line of said Walker Properties of Western Kentucky LLC per Deed Book 1430, page 774, a distance of 405.66 feet to a ½” rebar with cap 3861 set at the Southwesterly corner of said Vermont Street and Northwesterly corner of said Walker Properties of Western Kentucky LLC; thence N 32°46’10” E with the Westerly end of said Vermont Street 50.41 feet to the Point of Beginning and containing 0.37 acres.

LEGAL DESCRIPTION OF TRACT 2 (0.15 ACRES)

Lying Northwest of Olympia Avenue and being part of Vermont Street (unimproved) per Phillips Park Subdivision (unrecorded), City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½” rebar with cap 3861 set in the Northerly right-of-way line of Vermont Street per unrecorded Plat of Phillips Park Subdivision and at the Southeasterly corner of the Richard and Patti Hayton & Etals property per Deed Book 1289, page 563, said point being N 64°34’26” W 173.21 feet as measured along the Northerly right-of-way line of said Vermont Street from a ½” rebar with cap 3861 set at its intersection with the Westerly right-of-way line of Olympia Avenue and having Kentucky State Plane Coordinates (South Zone 1602 – NAD 83) of: Northing 1913091.299 and Easting 793695.092; THENCE FROM SAID POINT OF BEGINNING S 25°25’34” W on a new division line 25.00 feet to a ½” rebar with cap 3861 set in the centerline of said Vermont Street; thence N 64°34’26” W with the centerline of said Vermont Street and passing a ½” rebar with cap 3861 set at 98.79 feet for a total distance of 260.70 feet to a ½” rebar with cap 3861 set; thence N 25°25’34” E on a new division line 25.00 feet to an existing ½” rebar with cap (illegible) in the Northerly right-of-way line of said Vermont Street and at the Southwesterly corner of aforesaid Richard and Pattie Hayton & Etals property per Deed Book 1289, page 563; thence S 64°34’26” E with the Northerly right-of-way line of said Vermont Street and Southerly line of said Hayton & Etals property 260.70 feet to the Point of Beginning and containing 0.15 acres.

LEGAL DESCRIPTION OF TRACT 3 (0.10 ACRES)

Lying on the Westerly side of Olympia Avenue and being part of Vermont Street (unimproved) per unrecorded Plat of Phillips Park Subdivision, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½” rebar with cap 3861 set in the Northerly right-of-way line of Vermont Street per unrecorded Plat of Phillips Park Subdivision at its intersection with the Westerly right-of-way line of Olympia Avenue, said point also being in the Southerly line of Fifty North, LLC property per Deed Book 1238, page 409 and having Kentucky State Plane coordinates (South Zone 1602 – NAD 83) of: Northing 1913016.932 and Easting 793851.524; THENCE FROM SAID POINT OF BEGINNING S 25°25’34” W with the Westerly right-of-way line of said Olympia Avenue 25.00 feet to a ½” rebar with cap 3861 set at its intersection with the centerline of Vermont Street; thence N 64°34’26” W with the centerline of said Vermont Street 173.21 feet to a ½” rebar with cap 3861 set; thence N 25°25’34” E on a new division line 25.00 feet to a ½” rebar with cap 3861 set in the Northerly right-of-way line of said Vermont Street and at the Southwesterly corner of aforesaid Fifty North LLC property per Deed Book 1238, page 409; thence S 64°34’26” E with the Northerly right-of-way line of said Vermont Street and the Southerly line of said Fifty North LLC property 173.21 feet to the Point of Beginning and containing 0.10 acres.

LEGAL DESCRIPTION OF TRACT 4 (0.16 ACRES)

Lying on the Westerly side of Olympia Avenue and being part of Vermont Street (unimproved) per unrecorded Plat of Phillips Park Subdivision, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½” rebar with cap 3861 set in the Westerly right-of-way line of Olympia Avenue at its intersection with the Southerly right-of-way line of Vermont Street per unrecorded Plat of Phillips Park Subdivision, said point being at the Northeasterly corner of the Alfred Neihoff property per Deed Book 1191, page 355 and having Kentucky State Plane Coordinates (South Zone 1602 – NAD 83) of: Northing 1912971.775 and Easting 793830.057; THENCE FROM SAID POINT OF BEGINNING N 64°34’26” W with the Southerly right-of-way line of said Vermont Street and the Northerly line of said Alfred Neihoff property per Deed Book 1191, page 355 a distance of 272.00 feet to an existing 4” x 4” concrete monument at the Northwesterly corner of said Neihoff property; thence N 25°25’34” E with a new division line 25.00 feet to a ½” rebar with cap 3861 set in the centerline of said Vermont Street; thence S 64°34’26” E with the centerline of said Vermont Street 272.00 feet to a ½” rebar with cap 3861 set at its intersection with the Westerly right-of-way line of aforesaid Olympia Avenue; thence S 25°25’34” W with the Westerly right-of-way line of Olympia Avenue 25.00 feet to the Point of Beginning and containing 0.16 acres.

SECTION 2. In support of its decision to close the aforesaid public way, the Board of Commissioners hereby makes the following findings of fact:

a. James Chapman, Chapman Property Development, LLC, Fifty North, LLC, Alfred Neihoff, Richard and Patty Hayton and Etals, own the property abutting the public way, which the Board of Commissioners has authorized to be closed as is evidenced by the Public Right-of-Way Closure Application attached hereto and made part hereof (Exhibit A).

b. On the 5th day of June, 2023, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid public way.

c. There are no other property owners in or abutting the public way or the portion thereof being closed as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

SECTION 3. That the City of Paducah hereby authorizes the closure of 33,722 Square Feet Of Vermont Street Between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street And 125 Ridgeview Street,

SECTION 4. All requirements of KRS 82.405(1) and (2) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 5. The Mayor is hereby authorized, empowered, and directed to execute the closure plat and all necessary documents to complete the transfer of property to the property owner in or abutting the public way to be closed to acquire title to that portion of the public way contiguous to the property now owned by said property owner up to center line of the said public way. Provided, however, that the City shall reserve such easements upon the above described real property as it deems necessary. Said deed shall provide the reservation by the City of Paducah any easements affecting the herein described real property as described in Section 1 above. Further, the Mayor is hereby authorized, empowered, and directed to execute all documents related to the street closing as authorized in Section 1 above.

SECTION 6. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, January 13, 2025

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The *Paducah Sun*, _____

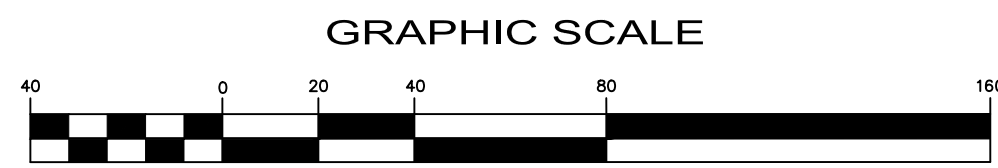
\ord\eng\st close\Vermont Street, Nolan Avenue and Ridgeview Street

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky, and that the foregoing is a full, true and correct copy of Ordinance No. 2025-____-____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

City Clerk

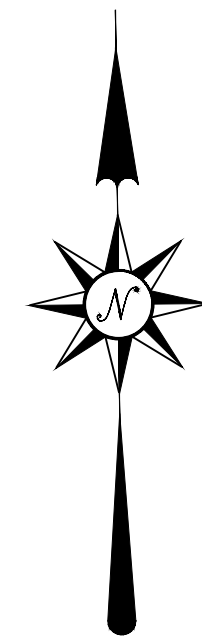
Exhibit A



(IN FEET)
1 inch = 40 ft.

LEGEND

- STEEL ROD, 1/2"x24" WITH PLASTIC CAP STAMPED "3861" SET AT TIME OF SURVEY.
- ⊙ PROPERTY CORNER FOUND
- CONCRETE MONUMENT FOUND
- - - EXISTING ROAD CENTERLINE
- SUBJECT PROPERTY LINE
- NO CORNER SET
- Ⓜ PROPERTY LINE
- Ⓨ CENTERLINE
- R.O.W RIGHT-OF-WAY



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

SURVEYOR'S CERTIFICATE

TO: CHAPMAN PROPERTY DEVELOPMENT LLC
2201 BROADWAY
PADUCAH, KENTUCKY 42001

THIS PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS BY THE METHOD OF RANDOM TRAVERSE WITH SIDESHOTS HAVING AN UNADJUSTED CLOSURE RATIO OF 1:20,695 BEFORE ADJUSTMENT OF ADJUSTED ANGULAR AND LINEAR DIMENSIONS HEREON INDICATED, FOR AN URBAN SURVEY AS DEFINED BY THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN KENTUCKY, THE INFORMATION SHOWN BY THIS PLAT BEING TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APRIL 24, 2023
DATE OF SURVEY COMPLETION
DATE OF SIGNATURE

KENTUCKY PROFESSIONAL LAND SURVEYOR #3861

PLANNING & ZONING CERTIFICATE OF APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 100, KENTUCKY REVISED STATUTES AND ORDINANCES ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KY, THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED AS FOLLOWS:
APPROVED BY THE PADUCAH PLANNING COMMISSION AT A MEETING HELD _____, 2024.

CHAIRMAN _____

UTILITY COMPANY CERTIFICATE:

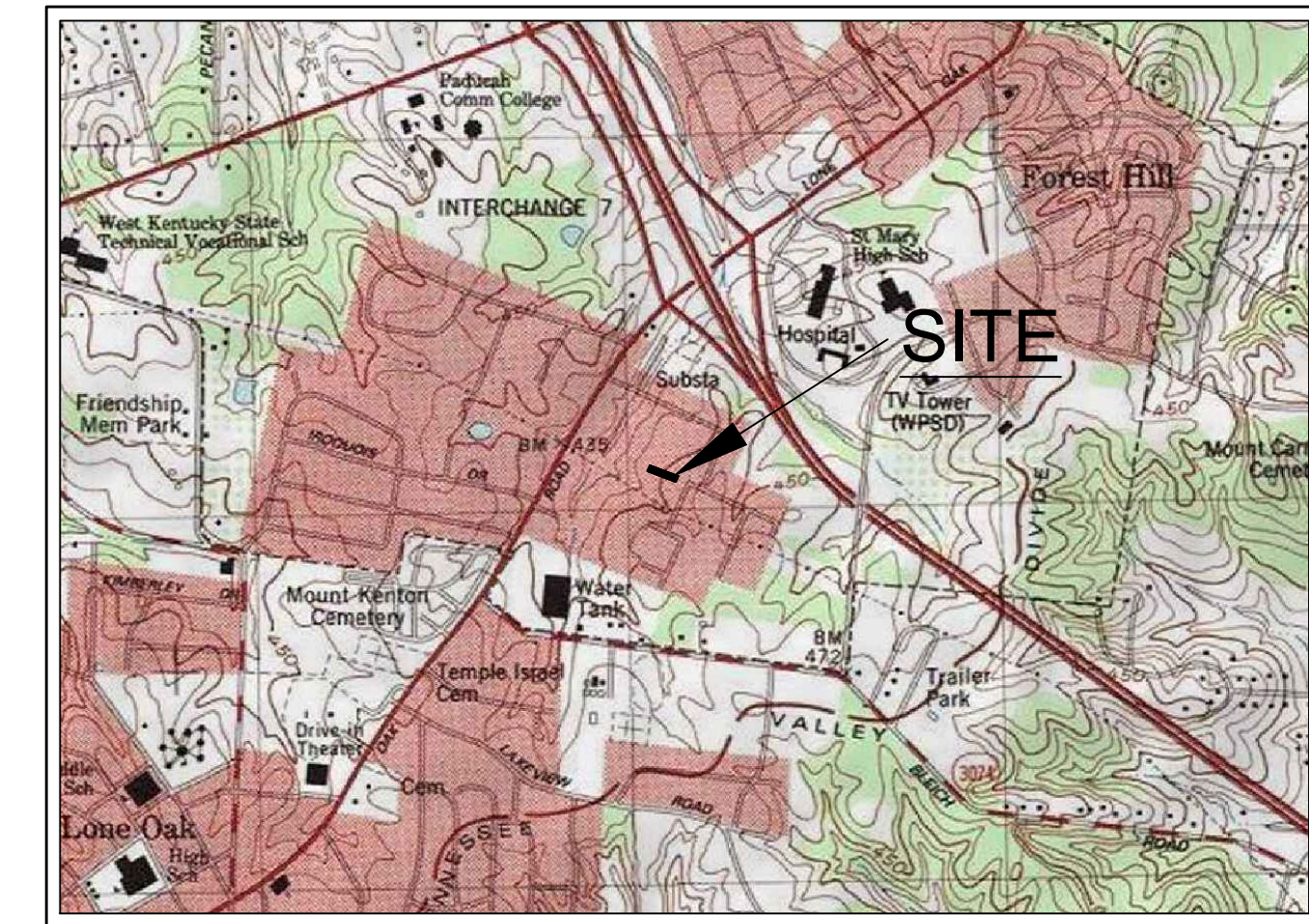
This is to certify that the following (Utility Companies) hereby acknowledges the portion of public way proposed to be closed as shown and described hereon and does not have any existing or current interest of the public way considered for closure as shown and described hereon. There are no (there are) utility lines located within the proposed portion of public way to be closed.

_____	Signature	_____	Title
Paducah Water	Company	_____	date:
_____	Signature	_____	Title
Atmos Energy	Company	_____	date:
_____	Signature	_____	Title
Paducah Power System	Company	_____	date:
_____	Signature	_____	Title
Comcast Cable	Company	_____	date:
_____	Signature	_____	Title
AT&T Telephone	Company	_____	date:
_____	Signature	_____	Title
Paducah-McCracken JSA	Company	_____	date:
_____	Signature	_____	Title
City of Paducah	Company	_____	date:

MAYOR'S CERTIFICATE OF CITY APPROVAL

IN ACCORDANCE WITH KENTUCKY REVISED STATUTES CHAPTER 82 AND BY ORDINANCE # _____ I HEREBY CERTIFY THAT THE PUBLIC WAY AS SHOWN HEREON HAS BEEN OFFICIALLY CLOSED.

MAYOR, CITY OF PADUCAH, KENTUCKY _____ DATE _____



LOCATION MAP
NOT TO SCALE

GENERAL NOTES

FLOOD NOTE:

THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FLOOD INSURANCE RATE MAP FOR McCRACKEN COUNTY - PANEL NUMBER 21145C0142F, DATED NOVEMBER 2, 2011.

SOURCE OF TITLE:

McCRACKEN COUNTY KENTUCKY COURT CLERKS OFFICE
PHILLIPS PARK SUBDIVISION (UNRECORDED)

OWNERS:

CITY OF PADUCAH

CLIENT:

CHAPMAN PROPERTY DEVELOPMENT LLC
2201 BROADWAY
PADUCAH, KENTUCKY 42001

SANITARY SEWER & PUBLIC WATER NOTE:

SUBJECT PROPERTY IS SERVED WITH SANITARY SEWERS BY PADUCAH-McCRACKEN JOINT SEWER AGENCY.

SUBJECT PROPERTY IS SERVED BY PADUCAH WATER.

THERE WERE NO CEMETERIES OR GRAVE SITES FOUND DURING INSPECTION OF THIS PROPERTY DURING THIS SURVEY.

PROPERTY ZONE:

THE PROPERTY SHOWN HEREON IS ZONED "R2", LOW AND MEDIUM DENSITY RESIDENTIAL ZONE, BY THE CITY OF PADUCAH ZONING ORDINANCE.

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

PROPERTY OWNERS CERTIFICATE

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND FREELY GIVE MY (OUR) CONSENT TO CLOSE THE PUBLIC RIGHT-OF-WAY AS SHOWN AND DESCRIBED HEREON.

CHAPMAN PROPERTY DEVELOPMENT LLC	DATE _____
RICHARD & PATTIE HAYTON, ET AL.	DATE _____
FIFTY NORTH, LLC	DATE _____
ALFRED NEIHOFF	DATE _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____
I, _____, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY PRESENTED TO ME BY _____ WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.
SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2024.
NOTARY PUBLIC SIGNATURE: _____
MY COMMISSION EXPIRES: _____

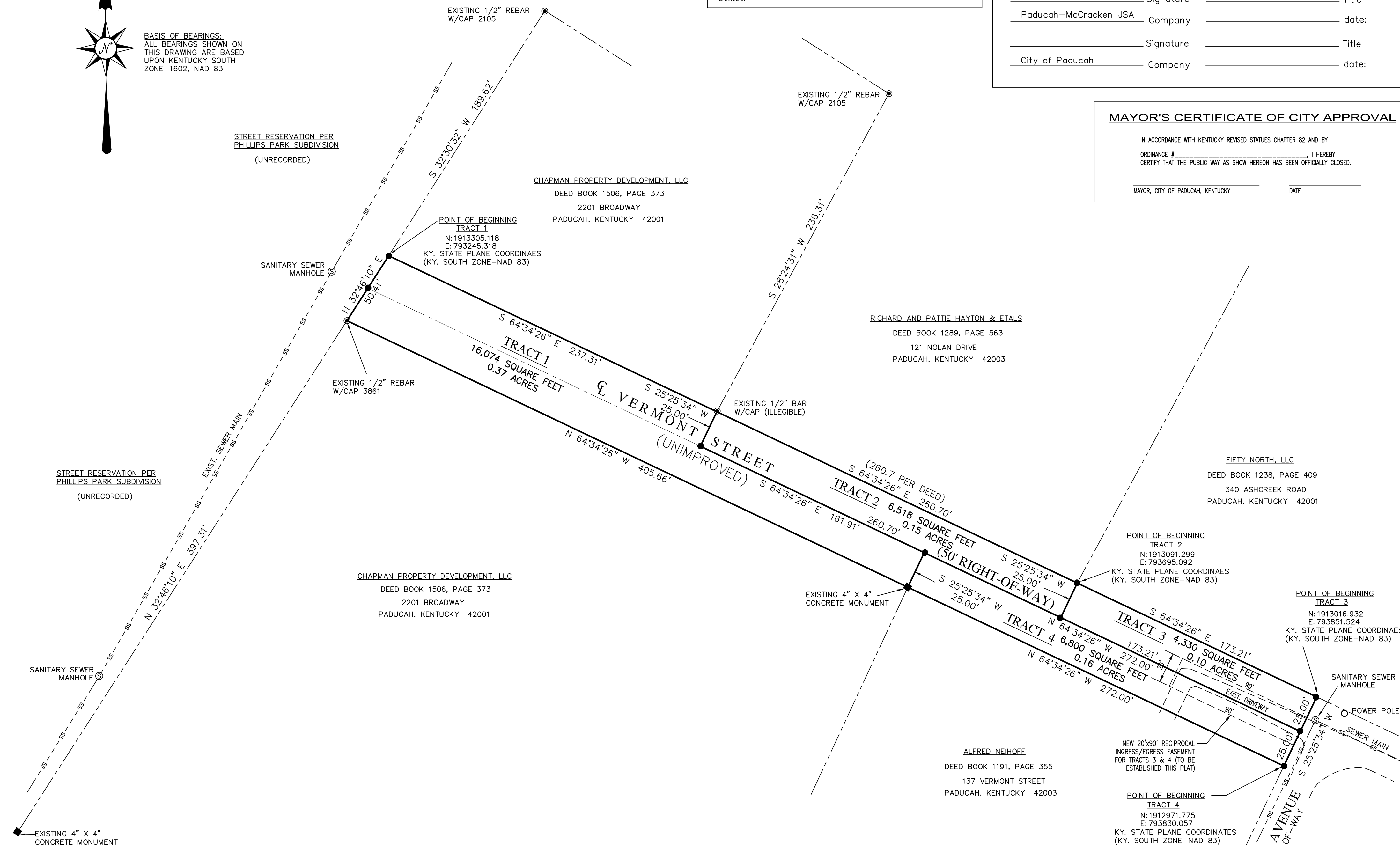
CERTIFICATE OF RECORDING
STATE OF KENTUCKY, COUNTY OF McCRACKEN

I HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LOGGED IN MY OFFICE FOR RECORD AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATES IN MY OFFICE.
GIVEN UNDER MY SEAL THIS _____ DAY OF _____, 2023.
AND RECORDED IN PLAT SECTION _____, PAGE _____.

McCRACKEN COUNTY COURT CLERK _____ DEPUTY COURT CLERK _____

INTENT:

THE INTENT OF THIS PLAT IS TO CLOSE A PORTION OF VERMONT STREET IMMEDIATELY WEST OF OLYMPIA AVENUE, AND TO CREATE INDIVIDUAL TRACTS 1, 2, 3, & 4 FOR REVERSION TO THE ADJACENT PROPERTY OWNERS, AND TO CREATE THE 20' WIDE RECIPROCAL INGRESS/EGRESS EASEMENT, ALL AS SHOWN HEREON.



STREET NOTE

VERMONT STREET (50 FOOT RIGHT-OF-WAY) WAS DEDICATED PER PHILLIPS PARK SUBDIVISION (UNRECORDED). THIS AREA WAS LATER ANNEXED BY THE CITY OF PADUCAH. VERMONT STREET IS AN UNIMPROVED RIGHT-OF-WAY SHOWN ON CITY PLAT MAPS IN THE CITY OF PADUCAH ENGINEERS OFFICE (PLAT BOOK 10, SHEETS 2 AND 3).

UTILITY NOTE:

NO UTILITIES LIE WITHIN THE RIGHT-OF-WAY OF VERMONT STREET.

RIGHT-OF-WAY CLOSURE PLAT
THE PLAT OF SURVEY SHOWN HEREON REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201KAR 18:150
CITY OF PADUCAH
VERMONT STREET (UNIMPROVED)
PADUCAH, McCRACKEN CO., KY

PROJECT NO.: 24053
DATE: OCTOBER 1, 2024
DRAWN BY: JLG
CHECKED BY: SOC
REV. DESCRIPTION

SHEET
1
OF 1

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

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



CITY OF PADUCAH, KENTUCKY
PUBLIC RIGHT-OF-WAY CLOSURE APPLICATION

Date: September 30, 2024

Application is hereby made to the Mayor and Board of Commissioners for the closing of:

Public Right-of-Way: A portion of Vermont Street

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a Plat showing the Public Right-of-Way to be closed. This Application indicating consent of the Public Right-of-Way closure, has been signed and notarized by all real property owners whose land adjoins the portion of Public Right-of-Way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Public Right-of-Way Closure Guarantee" must be attached.

Respectfully submitted by all adjoining property owners:

Alfred Neihoff
Signature of Property Owner
Alfred Neihoff
Property Owner's Name Printed
137 Vermont Street
Address

STATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged before me this 8 day of November, 2024 by Peggy L. Driver

My Commission expires 7-24-2027

Peggy L. Driver
Notary Public, State at Large

SEAL

Fifty North, LLC
Signature of Property Owner
Fifty North, LLC
Property Owner's Name Printed
169 Nolan Drive
Address

STATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged before me this 8 day of November, 2024 by Peggy L. Driver

My Commission expires 7-24-2027

Peggy L. Driver
Notary Public, State at Large

SEAL

Richard W. Hayton
Signature of Property Owner

Richard & Pattie Hayton
Property Owner's Name Printed

121 Nolan Drive
Address

STATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged
before me this 9 day of November, 2024
by Peggy L. Driven

My Commission expires 7-24-2027

Peggy L. Driven
Notary Public, State at Large

SEAL

Jim Chapman
Signature of Property Owner

Chapman Property Development, LLC
Property Owner's Name Printed

100 Vermont Street
Address

STATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged
before me this 9 day of November, 2024
by Peggy L. Driven

My Commission expires 7-24-2027

Peggy L. Driven
Notary Public, State at Large

SEAL

Pattie Hayton
Signature of Property Owner

Pattie Hayton
Property Owner's Name Printed

121 Nolan Drive
Address

STATE OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged
before me this 9 day of November, 2024
by Peggy L. Driven

My Commission expires 7-24-2027

Peggy L. Driven
Notary Public, State at Large

SEAL

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF 33,722 SQUARE FEET OF VERMONT STREET BETWEEN 124 & 169 NOLAN AVENUE, 100 & 137 VERMONT STREET AND 125 RIDGEVIEW STREET.

WHEREAS, a public hearing was held on June 5, 2023 by the Paducah Planning Commission after advertisement pursuant to law, and

WHEREAS, this Commission has duly considered said proposal and has heard and considered the objections and suggestions of all interested parties who appeared at said hearing, and

WHEREAS, this Commission adopted a proposal to vacate and close 33,722 square feet of Vermont Street between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street and 125 Ridgeview Street.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah to close said Right-of-Way as follows:

LEGAL DESCRIPTION

OF

TRACT 1 (0.37 ACRES)

Lying between a Street Reservation per unrecorded plat of Phillips Park Subdivision and Olympia Avenue and being a portion of Vermont Street (unimproved) as shown on said Phillips Park Subdivision (unrecorded), City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

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LEGAL DESCRIPTION

OF

TRACT 2 (0.15 ACRES)

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LEGAL DESCRIPTION

OF

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LEGAL DESCRIPTION

OF

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Beginning at a ½" rebar with cap 3861 set in the Westerly right-of-way line of Olympia Avenue at its intersection with the Southerly right-of-way line of Vermont Street per unrecorded Plat of Phillips Park Subdivision, said point being at the Northeasterly corner of the Alfred Neihoff property per Deed Book 1191, page 355 and having Kentucky State Plane Coordinates (South Zone 1602 – NAD 83) of: Northing 1912971.775 and Easting 793830.057; THENCE FROM SAID POINT OF BEGINNING N 64°34'26" W with the Southerly right-of-way line of said Vermont Street and the Northerly line of said Alfred Neihoff property per Deed Book 1191, page 355 a distance of 272.00 feet to an existing 4" x 4" concrete monument at the Northwesterly corner of said Neihoff property; thence N 25°25'34" E with a new division line 25.00 feet to a ½" rebar with cap 3861 set in the centerline of said Vermont Street; thence S 64°34'26" E with the centerline of said Vermont Street 272.00 feet to a ½" rebar with cap 3861 set at its intersection with the Westerly right-of-way line of aforesaid Olympia Avenue; thence S 25°25'34" W with the Westerly right-of-way line of Olympia Avenue 25.00 feet to the Point of Beginning and containing 0.16 acres.

SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

SECTION 3. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and

intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 4. Any agreements between the parties that are affected by the closure of these Right-of-Ways shall be forwarded to the Board of Commissioners with this Resolution.



Bob Wade, Chairman

Adopted by the Paducah Planning Commission on June 5, 2023