



**CITY COMMISSION MEETING
AGENDA FOR JULY 28, 2026
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PUBLIC COMMENTS

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for July 14, 2026 Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Reappointment of Jana Dawson and LaToya Richardson to the Paducah Human Rights Commission.
	D.	Reappointment of Bonnie Koblitz to the Tree Advisory Board
	E.	Appointment of Debra Calhoun to the Paducah Riverfront Development Advisory Board.
	F.	Personnel Actions
	G.	Approve FY2027 Contract with Sprocket, Inc. in the Amount of \$100,000 - M. SMOLEN
	H.	Authorize the Engineering Department to Submit a Grant Application to the Kentucky Transportation Cabinet for the County City Bridge Improvement (CCBIP) funds - G. GUEBERT
	I.	Authorize the Application and Acceptance of a Kentucky State Homeland Security Grant in the amount of \$56,500 - B. LAIRD

		J.	Authorize the Application and Acceptance of a Kentucky State Homeland Security Grant in the Amount of \$286,332 - B. LAIRD
		K.	Authorize City Manager to release RFQ for design of new police facility - B. LAIRD
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Approve Lease Agreement with the W.C. Young Community Center - M. SMOLEN & C. YARBER
	III.	<u>RESOLUTION(S)</u>	
		A.	Emancipation Day Resolution
	IV.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Consensual annexation of 435 & 485 Berger Road - J. FOWLER-SOMMER
		B.	Approve a Telecommunications Franchise Agreement with Uniti - L. PARISH
	V.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Authorize interlocal agreement between the City and Paducah-McCracken Industrial Development Authority for the construction of an Industrial Park West speculative building - A. KYLE
		B.	Authorize the issuance of general obligation notes in an amount not to exceed \$6,000,000 to finance the costs for a speculative industrial building to be constructed at 5700 Commerce Drive in Industrial Park West - A. KYLE
	VI.	<u>DISCUSSION</u>	
		A.	Noble Park 100 Celebration - T. MORSCHING
	VII.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VIII.	<u>EXECUTIVE SESSION</u>	

July 14, 2026

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, July 14, 2026, at 5:00 p.m. CDT, (6:00 p.m. EDT), in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Bray presided. Upon call of the roll by City Clerk, Lindsay Parish, the following answered to their names: Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5).

INVOCATION

Commissioner Henderson led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

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 June 23, 2026, Board of Commissioners Meeting
I(B)	Receive and File Documents: <u>Minute File:</u> 1. Letter from Paducah Power System dated June 10, 2026 – Re: Electric Rates <u>Deed File:</u> 1. Commissioner's Deed – 1416 South 10th Street 2. Commissioner's Deed – 1202 Tennessee Street <u>Contract File:</u> 1. Subrecipient Agreement between City of Paducah and PEM Enterprises, Inc. Paul Bruhn Preservation SubGrant – MO #3174 2. Subrecipient Agreement between City of Paducah and The Market House Theatre Paul Bruhn Preservation SubGrant – MO #3174 3. Subrecipient Agreement between City of Paducah and Eggs All Runny Properties (Sara Bradley) – MO #3174 Paul Bruhn Preservation SubGrant – MO #3174 4. Tetra Tech – Brownfield Assessment Grant – MO #3185 5. Development Agreement – City of Paducah and Hamilton Place Properties, LLC – Meharry Medical College - MO #3234 6. Annual Action Plan – Community Development Block Grant – MO #3239 7. Contract For Services – Allied Contracting – Mayor's Office Alterations – MO #3250 8. Contract For Services – Window Energy Film, Inc. – MO #3251 9. Real Estate Purchase Agreement – City of Paducah and Paducah-McCracken County Joint Sewer Agency (JSA) – property located at 1301, 1303, 1305 North 6th Street - MO #3265 10. Employment Agreement – Matthew Wentworth – MO #3266 11. Title VI Program Plan – City of Paducah – MO #3270 12. Revised Scope of Work and Budget – Paul Bruhn Subgrant – PEM Enterprises – MO #3271

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	13. Second Addendum to Development Agreement – C.I.R.CO Properties – Kresge Lot – MO #3274 14. Contract For Services – Youngblood Excavating – Clements Street-Farley Place Sidewalk Project – MO #3275 15. Contract For Services – Paducah Main Street – BBQ on the River 2026 – MO #3276 16. Entertainment Destination Center Agreement – Doe Max, LLC (Max’s Brick Oven) – No Commission Action – signed by City Manager Jordan 17. Entertainment Destination Center Agreement – The Johnson Bar (MAP Dreams, LLC) – No Commission Action – signed by City Manager Jordan 18. Entertainment Destination Center Agreement – Frank Dietiker, Jr. – Abstraction Spirits LLC – No Commission Action – signed by City Manager Jordan 19. Training Proposal – City of Paducah and Kentucky League of Cities – Board Training on June 12, 2026 – no Commission Action – signed by Lindsay Parish, City Clerk 20. Memorandum of Understanding between the City and the McCracken County PVA – Ord 2026-06-8880
I (C)	Appointment of Carolyn Roof to the Tree Advisory Board to replace Jinny McCormick, who resigned. This term shall expire July 26, 2027.
I(D)	Personnel Actions
I(E)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE COMMONWEALTH OF KENTUCKY DEPARTMENT OF CORRECTIONS FOR LEASE OF THE FACILITY LOCATED AT 400 SOUTH 6 TH STREET (MO #3277; BK 15)
I(F)	A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY CLEAN EARTH, INC., IN AN AMOUNT OF \$58,031.76 FOR THE DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE AND ELECTRONIC WASTE COLLECTED DURING THE CITY/COUNTY 2026 CLEAN-UP DAY (MO #3278; BK 15)
I(G)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PADUCAH AND THE COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, IN THE AMOUNT OF \$101,000 FOR THE LEVIN AVENUE RESURFACING PROJECT (MO #3279; BK 15)
I(H)	A MUNICIPAL ORDER AUTHORIZING THE EXECUTION OF A RENEWAL APPLICATION AND AGREEMENT FOR THE COMMONWEALTH OF KENTUCKY, DEPARTMENT OF HOUSING, BUILDINGS AND CONSTRUCTION FOR LOCAL EXPANDED JURISDICTION AND FOR HVAC PLAN REVIEW, PERMITTING AND INSPECTION RESPONSIBILITY FOR THE FIRE PREVENTION DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME (MO #3280; BK 15)

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

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

ORDINANCE ADOPTION

TEXT AMENDMENT SECTIONS 126-69 MOBILE HOME PARKS AND 126-79

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QUALIFIED MANUFACTURED HOMES OF THE PADUCAH ZONING ORDINANCE

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 126-69 MOBILE HOME PARKS AND 126-79 QUALIFIED MANUFACTURED HOMES OF THE CODE OF ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This Ordinance amends the Paducah Zoning Ordinance to replace references to mobile home parks with land-lease communities, update applicable development standards, and revise regulations for qualified manufactured homes to comply with KRS 100.348, effective July 1, 2026. The amendment allows qualified manufactured homes in residential zones where single-family homes are permitted, subject to applicable performance and compatibility standards. The Planning Commission held a hearing on June 1, 2026, and forwarded a favorable recommendation to the Board of Commissioners.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5). **(ORD 2026-07-8881; BK 37)**

TEXT AMENDMENT SECTION 126-102 LOW DENSITY RESIDENTIAL ZONE, R-1 OF THE PADUCAH ZONING ORDINANCE

Commissioner Thomas offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 126-102 LOW DENSITY RESIDENTIAL ZONE, R-1 OF THE CODE OF ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This Ordinance amends the Paducah Zoning Ordinance to update the R-1 Low Density Residential Zone by requiring all new single-story homes to have a roof pitch of at least 5:12 and a permanent foundation. The amendment is intended to maintain neighborhood character and ensure compatibility of qualified manufactured homes, as permitted under KRS 100.348. The Paducah Planning Commission held a public hearing on June 1, 2026, and subsequently forwarded a favorable recommendation that the City Commission approve the proposed text amendment.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5). **(ORD 2026-07-8882; BK 37)**

TEXT AMENDMENT SECTION 126-103 LOW & MEDIUM DENSITY RESIDENTIAL ZONE, R-2 OF THE PADUCAH ZONING ORDINANCE

Commissioner Wilson offered Motion, seconded by Commissioner Thomas, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 126-103 LOW AND MEDIUM DENSITY RESIDENTIAL ZONE, R-2 OF THE CODE OF ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This Ordinance amends the Paducah Zoning Ordinance to update the R-2 Low and Medium Density Residential Zone by requiring all new single-story homes to have a roof pitch of at least 5:12 and a permanent foundation. The amendment is intended to maintain

July 14, 2026

neighborhood character and ensure compatibility of qualified manufactured homes, as permitted under KRS 100.348. The Paducah Planning Commission held a public hearing on June 1, 2026, and subsequently forwarded a favorable recommendation that the City Commission approve the proposed text amendment.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5). **(ORD 2026-07-8883; BK 37)**

AMEND CODE OF ORDINANCE CHAPTER 2, ARTICLE VIII RELATED TO PROCUREMENT

Commissioner Henderson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt an Ordinance entitled, “AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VIII, FINANCE AND PROCUREMENT, DIVISION 3, PROCUREMENT, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH.” This Ordinance is summarized as follows: This ordinance amends Division 3, Procurement, of Article VIII of Chapter 2 of the Paducah Code of Ordinances to update and clarify the City’s procurement procedures. The amendment is intended to align the City’s procurement code with recent changes enacted by the Kentucky General Assembly relating to local public agency transactions, including changes to small purchase and bid advertising thresholds. To avoid future inconsistencies as state law changes, the ordinance replaces fixed dollar references where appropriate with references to the applicable statutory threshold. The amendment also clarifies the distinction between small purchase procedures and administrative award authority. Small purchase procedures will continue to govern the method of procurement for purchases within the statutory small purchase threshold. Separately, the ordinance authorizes the City Manager to approve and award contracts of up to \$75,000, subject to compliance with all applicable procurement requirements and verification of available appropriations. Contracts exceeding \$75,000 will continue to require approval by the Board of Commissioners.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5). **(ORD 2026-07-8884; BK 37)**

CONTRACT WITH PROFESSIONAL FIREFIGHTERS OF PADUCAH, LOCAL 168, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND PROFESSIONAL FIRE FIGHTERS OF PADUCAH, LOCAL 168, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS.” This Ordinance is summarized as follows: This Ordinance authorizes the Mayor to execute an Agreement with the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters. This agreement will become effective July 1, 2026, and expire on June 30, 2029.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor

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Bray (5). (ORD 2026-07-8885; BK 37)

ORDINANCE INTRODUCTION

APPROVE TELECOMMUNICATIONS FRANCHISE WITH WINDSTREAM KDL, LLC, A UNITI COMPANY

Commissioner Thomas offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE FOR A TERM OF TEN (10) YEARS FOR A TELECOMMUNICATIONS SYSTEM WITHIN THE CONFINES OF THE CITY OF PADUCAH, KENTUCKY TO WINDSTREAM KDL, LLC, A UNITI COMPANY, PURSUANT TO THE TERMS AND PROVISIONS OF CHAPTER 108 TELECOMMUNICATIONS” OF THE CODE OF ORDINANCES, AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FRANCHISE AGREEMENT AND ALL OTHER DOCUMENTS RELATED TO SAME.” This Ordinance is summarized as follows: This Ordinance accepts Windstream KDL, LLC, a Uniti Company’s bid and grants a non-exclusive, ten-year telecommunications franchise in accordance with Chapter 108 of the Code of Ordinances, authorizing Windstream (Uniti) to construct, operate, and maintain telecommunications facilities within the public rights-of-way, subject to the City’s regulatory standards, fees, and oversight requirements.

DISCUSSION

BUILD PROJECT UPDATE

Communications Manager Pam Spencer offered the following summary:

Riverfront Infrastructure Improvement Project (BUILD Grant) Construction Update

Engineering Project Manager Melanie Townsend provided an update on the Paducah Riverfront Infrastructure Improvement Project also known as the BUILD Grant project. Construction began in November 2024 with completion and a grand opening planned for this September.

The project includes a riverboat excursion pier, transportation enhancements that include bus shelters near the National Quilt Museum and Walker Hall and a reconfigured entrance to the Paducah-McCracken County Convention & Expo Center. It also features improvements along the river side of the floodwall between the Convention Center and Broadway. Earlier this year to enhance the riverfront views, crews removed the two concrete foundations, remnants of a former conveyor system to offload materials from barges.

Townsend shared images highlighting the project’s progress, particularly since April. Recent work includes the installation of the large “Port of Paducah” letters, which mark the entrance to downtown from the new pier. The commons area, a park between the floodwall and the transient dock, is nearly complete. It features a decorative compass rose near the Harrison Street floodwall

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opening, green space, terraced seating, irrigation and landscaping, picnic tables, concrete pavers, and the historic chain feature, presented by the Dismukes family to the City of Paducah, along with an adjacent informational marker. The commons area will be completed this month, with the excursion pier and plaza scheduled for completion in August, ahead of a September grand opening.

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Background - In 2019, the City received notification that it would be receiving a \$10.4 million Better Utilizing Investments to Leverage Development (BUILD) Grant administered through the Maritime Administration (MARAD) to improve the riverfront. In June 2024, the City accepted a \$3.5 million appropriation for the project outlined in House Bill 1 as approved during Kentucky's legislative session. The City has an approximately \$20.6 million construction contract with Jim Smith Contracting.

CITY COMMISSIONERS COMMENTS

- Commissioner Smith would like a P&L on the Probation and Parole Building to see if it might be to the City's advantage to sell that building and apply the proceeds of the sale toward the new police station.
- Commissioner Thomas would like to see the City address the issue of illegal dumping that is taking place in areas in the City, including alleyways behind residents' homes.

EXECUTIVE SESSION

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

- Future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(1)(b);
- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g); and
- Conduct of a performance review of the City Manager, as permitted by KRS 83A.150(4)(d)

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

RECONVENE IN OPEN SESSION

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

July 14, 2026

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

ADJOURN

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

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

MEETING ADJOURNED: 7:43 p.m.

ADOPTED: July 28, 2026.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

July 28, 2026

RECEIVE AND FILE DOCUMENTS:

Contract File:

1. Municipal Advisory Service Agreement – Robert W. Bird & Co. – no Commission action – signed by City Manager Jordan
2. Site Investigation Report Request – 1501 Broadway – Katterjohn site – no Commission action – signed by Mayor Bray
3. Renewal Order Form – Accela – Open Counter – No Commission action – signed by City Clerk Parish
4. Kentucky Heritage Council Certified Local Government Grant – MO #3203
5. Contract with Professional Fire Fighters Paducah Local 168 – International Association of Fire Fighters (IAFF) – 2026-2029 – ORD 2026-07-8885

CITY OF PADUCAH
July 28, 2026

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

Michael Smith
City Manager's Office Signature

7/23/26
Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
July 28, 2026**

NEW HIRES - FULL-TIME (F/T)

PUBLIC WORKS

	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Dixon, Tommy	Solid Waste Truck Driver	\$24.58/hr	NCS	Non-Ex	August 6, 2026
Gourieux, Peyton	Solid Waste Truck Driver	\$27.31/hr	NCS	Non-Ex	August 6, 2026
Hall, Ricky L.	Solid Waste Truck Driver	\$24.58/hr	NCS	Non-Ex	August 6, 2026

NEW HIRES - PART-TIME (P/T)

E911

	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Roberts, Jonas R.	Telecommunicator	\$30.00/hr	NCS	Non-Ex	July 23, 2026

ENGINEERING

Hopkins, Kaitlin	Engineering Intern	\$20.00/hr	NCS	Non-Ex	August 6, 2026
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PARKS & RECREATION

Murt, River	Park Ranger	\$14.00/hr	NCS	Non-Ex	July 30, 2026
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PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (FULL-TIME)

E911

	<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>
Scutt, Auston C.	Supervisor \$31.25/hr	Supervisor \$32.03/hr	NCS	Non-Ex	July 23, 2026

FIRE SUPPRESSION

Owen, Chris	Battalion Chief \$43.96/hr	Battalion Chief \$45.28/hr	NCS	Ex	May 28, 2026
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Owen, Chris	Battalion Chief \$45.28/hr	Battalion Chief \$46.50/hr	NCS	Ex	July 9, 2026
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PLANNING

Fowler-Sommer, Joshua	Planner III \$40.00/hr	Assistant Director of Planning \$48.00/hr	NCS	Ex	July 9, 2026
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PUBLIC WORKS

Crouch, Randal	Assistant Director of Public Works \$56.66/hr	Assistant Director of Public Works \$58.36/hr	NCS	Ex	January 22, 2026
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Crouch, Randal	Assistant Director of Public Works \$58.36/hr	Assistant Director of Public Works \$59.94/hr	NCS	Ex	June 25, 2026
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TECHNOLOGY

Stuber, Eric	Technology Director \$62.88/hr	Technology Director \$64.77/hr	NCS	Ex	June 11, 2026
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Stuber, Eric	Technology Director \$64.77/hr	Technology Director \$66.52/hr	NCS	Ex	June 25, 2026
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TERMINATIONS - FULL-TIME (F/T)

FIRE - SUPPRESSION

	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Harrell, Joel L.	Firefighter	Retirement	July 31, 2026

FIRE - SUPPRESSION

Willenborg, Corey L.	Detective	Retirement	July 31, 2026
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Agenda Action Form

Paducah City Commission

Meeting Date: July 28, 2026

Short Title: Approve FY2027 Contract with Sprocket, Inc. in the Amount of \$100,000 - **M. SMOLEN**

Category: Municipal Order

Staff Work
By: Michelle
Smolen
Presentation
By: Michelle
Smolen

Background Information: The Board of Commissioners included \$100,000 in funding for Sprocket in the adopted FY2027 budget. The contract states that Sprocket will receive \$100,000 in quarterly payments for providing small business development and entrepreneurial programs. Additionally, Sprocket will complete a financial review.

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

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

Communications Plan:

Funds Available: Account Name: Investment Fund - Sprocket

Account Number: 24000401- 580810

Staff Recommendation: Approve FY2027 Contract with Sprocket, Inc. in the Amount of \$100,000

Attachments:

1. MO - contract-Sprocket FY27
2. Sprocket Contract for Services FY2027

MUNICIPAL ORDER NO. _____

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

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 28, 2026
Recorded by Lindsay Parish, City Clerk, July 28, 2026
\\mo\contract-Sprocket FY27

CONTRACT FOR SERVICES

This Contract for Services, effective this 17th day of July, 2026, by and between the **CITY OF PADUCAH** ("City") and **SPROCKET INC**, ("Sprocket"), a Kentucky non-profit corporation.

WHEREAS, Sprocket, Inc. is a non-profit 501(c)3 makerspace. Sprocket is a place to create and develop innovative programs for education, entrepreneurship, and community learning; and

WHEREAS, the services of Sprocket as described herein are for the direct benefit of the citizens of Paducah; and

WHEREAS, promoting entrepreneurialism which fosters development of the local workforce and the economy of Paducah serves a valid public purpose; and

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

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

SECTION 1: TERM – The term of this Contract for Services shall be from the effective date of the contract through June 30, 2027.

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

SECTION 3: PAYMENT – In consideration of Sprocket providing small business development and entrepreneurial programs, upon receipt of an invoice the City shall pay Sprocket the sum of One Hundred Thousand Dollars (\$100,000), said sum shall be paid in quarterly installments of \$25,000. The first installment shall be paid no later than 15 days after the full execution of this Agreement. Each subsequent payment shall be due on or before December 31, 2026, March 31, 2027, and June 30, 2027, if quarterly invoices are received.

SECTION 4: OBJECTIVES AND SERVICES – Sprocket shall perform the following services for and on behalf of the City in consideration for the payment described above in Section 3.

- Operate a co-working space located at 3121 Broadway. Sprocket will furnish the personnel, programming, space, tools and various technologies for education, community learning and entrepreneurial development.
- Pay the costs and expenses incurred in the promotion and operation of the Sprocket facility including compensation of personnel, utilities, insurance and other expenses.

- Design, promote, and host workshops, events and speakers intended to promote and develop an entrepreneurial ecosystem in the Paducah area.
- Act as a local entrepreneurial development liaison to the Kentucky Cabinet for Economic Development and Workforce Development as well as other regional educational and economic development organizations.
- Post an 8.5” by 11” sign in the facility that states, “Sprocket is funded, in part, by a grant from the City of Paducah.”
- Publish an annual report and provide a copy to the City.
- Leverage the City’s contribution to pursue grant funding from various nonprofit, private, and governmental authorities.

SECTION 5: ACCOUNTING

- (A) Sprocket shall conduct all accounting, payroll, and fiscal management. Sprocket shall make regular reports of expenditures to ensure such expenditures are proper.
- (B) Sprocket shall provide, to the City’s Director of Finance, on or before the last day of each month, a full listing of business enterprises that are located and operating at the time of the report. Such listing shall include the name of the business, current mailing, and electronic communication so as to allow contact by the Finance Department to determine if the person and/or entities have the requisite current licenses to operate legally within the City of Paducah, KY.
- (C) Upon notice, by the City of Paducah, KY, to the representatives of Sprocket that any persons and/or entities are non-compliant with City of Paducah, KY rules and regulations, said representatives of Sprocket will work with the City of Paducah, KY to encourage compliance by any and all persons/and or entities not in said compliance.
- (D) City shall have the right to inspect the operations of Sprocket, including reviewing its books, records, ledgers, or other documents, without prior notice of said inspection.
- (E) Sprocket shall furnish to the City a financial review within two (2) weeks of its completion.

SECTION 6: WITHDRAWAL OF FUNDS – Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Sprocket are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all moneys not properly accounted.

SECTION 7: JURISDICTION – Jurisdiction over the interpretation, breach, and/or any other matter relating to this Agreement shall be in McCracken County state courts.

SECTION 8: ENTIRE AGREEMENT – This is the entire agreement with respect to all terms and conditions contained herein for Fiscal Year 2027. This agreement does not affect any prior written agreement between the parties.

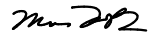
Witness the signature of the parties as of the year and date first written above.

CITY OF PADUCAH

George Bray, Mayor

Title: _____

SPROCKET, INC.



Name Monica Bilak

Title: Executive Director

Agenda Action Form

Paducah City Commission

Meeting Date: July 28, 2026

Short Title: Authorize the Engineering Department to Submit a Grant Application to the Kentucky Transportation Cabinet for the County City Bridge Improvement (CCBIP) funds - **G. GUEBERT**

Category: Municipal Order

Staff Work
By: Melanie
Townsend
Presentation
By: Greg
Guebert

Background Information: The Kentucky State Legislature appropriated \$25M in the 2026-2027 biennial state budget for projects under the County City Bridge Improvement Program (CCBIP). The Engineering Department is partnering with the KYTC District 1 Office to apply for funding to replace the County Park Road Bridge. The bridge is listed as deficient in the city's annual bridge report. The District 1 Office staff will prepare the grant application, including design and engineering, using KYTC standard drawings at no charge to the city. The bridge replacement project will be fully funded by CCBIP, with no match by the city. District 1 will administer the funds, oversee and inspect the project, and prepare final closeout documentation for submission to KYTC.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

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

Attachments:

1. MO - app & award - Kentucky Transportation Cabinet – CCBIP Funds – County Park Road Bridge
2. County Park Rd 073C00048N CCBIP Packet

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO APPLY TO THE KENTUCKY TRANSPORTATION CABINET FOR THE COUNTY CITY BRIDGE IMPROVEMENT (CCBIP) FUNDS, ACCEPTING ANY GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the Kentucky State Legislature appropriated \$25 million in the 2026-2027 biennial state budget for projects under the County City Bridge Improvement Program (CCBIP); and

WHEREAS, the City Engineering Department is partnering with the KYTC District 1 Office to apply for funding to replace the County Park Road Bridge. This bridge is listed as deficient in the city's annual bridge report; and

WHEREAS, the District 1 Office staff will prepare the grant application, including design and engineering, using KYTC standard drawings at no charge to the City; and

WHEREAS, the bridge replacement program will be fully funded by CCBIP, with no match by the City; and

WHEREAS, District 1 will administer the funds, oversee and inspect the project and prepare final closeout documentation for submission to KYTC.

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

SECTION 1. The Mayor is hereby authorized to execute any and all documents necessary to apply to the Kentucky Transportation Cabinet for the County City Bridge Improvement (CCBIP) funds.

SECTION 2. That the City of Paducah hereby authorizes the acceptance of any and all grant funds awarded by the Kentucky Transportation Cabinet and authorizes the Mayor to execute the Grant Agreement and all related documents.

SECTION 3. There is no match due from the City.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 26, 2026

Recorded by Lindsay Parish, City Clerk, July 28, 2026

\montucky Transportation Cabinet – CCBIP Funds – County Park Road Bridge

COUNTY-CITY BRIDGE IMPROVEMENT PROGRAM (CCBIP) APPLICATION

SECTION 1: REQUESTING AGENCY INFORMATION

AGENCY NAME <i>(County, City, District)</i>		PROJECT MANAGER	
City of Paducah		Melanie Townsend	
MAILING ADDRESS		PHONE	
300 S 5th St, Paducah, KY 42003		270-444-8583	
EMAIL ADDRESS		DATE SUBMITTED	
mtownsend@paducahky.gov			

SECTION 2: LOCATION

ROAD NAME	ROAD NO.	BRIDGE NO.	HIGHWAY DISTRICT #
County Park Rd	CS-1497	073C00048N	01

SECTION 3: WORK TYPE

☐ Repairs	☒ Replacement
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SECTION 4: PROJECT ESTIMATE

Estimated Cost	\$700,000.00
Public Pledge	\$0.00
TOTAL REQUEST	\$700,000.00

SECTION 5: BRIDGE DATA *(Use most recent report.)*

POSTING STATUS	CONDITION RATING	DIMENSIONS & TYPE	
☐ Closed ☒ Posted	Deck: 5	Deck Area: 1,195.2 SQFT	Structure Length: 50
☐ Not Posted	Super Structure: 4	Structure Type: ☐ Slab ☒ Girder ☐ Truss	
Weight: 9 Tons	Sub Structure: 4	☐ Tee Beam ☐ Box Beam ☐ Channel Beam	
TRAFFIC DATA		☐ Girder/Floor Beam ☐ Frame ☐ Culvert	
ADT: 805 Cars/Day	Detour Length: 1 Mile	☐ Pipe Ford ☐ Other:	

SECTION 6: PROPOSED WORK

Provide a detailed description of the proposed work or type of replacement with projected goals supported by attached sketches and applicable KYTC drawings and specification standards. Text limited for accurate printing. Use continuation sheet, if necessary.

See Attached.

SECTION 7: SUPPORTING DOCUMENTS

☒ Drawing, Sketch, Standard Drawing, etc. (attached)
☒ Photos of Issue – 6 maximum (attached)
☒ Inspection Report (attached)
☐ Rock Elevation Present on Drawing (Full Replacement ONLY)

SECTION 8: REQUIRED DOCUMENTS

☒ District Recommendation (attached)
☒ Bridge Management Education Certificate (attached)
☒ Detailed Estimate (attached)

SECTION 9: COUNTY JUDGE OR CITY MAYOR SIGNATURE

PRINTED NAME	SIGNATURE	DATE SIGNED
George P. Bray		

County Park Rd, City of Paducah, McCracken County (073C00048N)

City of Paducah (located in McCracken County) has requested for Bridge ID 073C00048N to be submitted for the County & City Bridge Improvement Program. This bridge is located on County Park Rd at the 0.65 mile point. Based on the latest Inspection Report, created on 9/10/2025, the Deck rating is a 5, the Superstructure rating is a 4, and the Substructure rating is a 4.

The Inspection Photos, created on 9/10/2025, were utilized in tandem with the Inspection Report as a preliminary diagnosis on the issues pertaining to Bridge ID 073C00048N. The biggest issues found were the condition of the steel beams. 397 LNFT are in CS3 Corrosion and 3 LNFT are in CS 4 Corrosion.

Once preliminary notes were made based on the Inspection Report, a team of Engineers from KYTC D1 went to the site to compare the report to current issues. The team took notes and measurements on-site. The measurements taken at Bridge ID 073C00048N were found to be:

- 50 ft structure length,
- 33 in. depth of super,
- 18 ft roadway width,
- 40 ft streambed width,
- 8 ft tall (measure from streambed to bottom of beams)

The notes consisted of a Standard Template of a side elevation view of a bridge consisting of the deck/beam, abutments/end bents, piles, slopes, streambed, and piers (if applicable to the bridge). Notes were made on the Template when on-site to report issues found during the inspection, as well as possible fixes for said issues. The Standard Template with notes made will be attached to this report for reference.

Inspection was made at Bridge ID 073C00048N with KYTC D1 engineers. While on-site, it was determined that a total replacement would be needed since it would be the most economical option compared to cost of rehab in the long run. It would need to be extended from a **50 ft length to a 78ft length** to ensure protection of the piles/end bents from scour due to the channel as well as to mitigate the flow of water on the piles/cap by extending the span of the bridge. The asphalt surface is estimated for 350 ft from each bridge end to correct the disturbed roadway from construction.

Based on these findings, work to be done for Bridge ID 073C00048N would include:

- Replace old abutments with new steel piles as well as new end bents, also correct the channel flow through the middle of the bridge. This would provide protection against scouring for the piles/abutments and improve the rating for the Substructure.
- Replace Steel Beams and Concrete Deck with new Precast Prestressed Box Beams due to increasing the span of the structure. This would improve the rating for the Deck and Superstructure.
- Create a slope at new End Bents to provide bearing and protection for the piles against scour. This would improve the Substructure rating.

The work done based on the above suggestions should follow the KYTC Standard Specifications and, if applicable, Standard Drawings. All work relating to Precast Prestressed Box Beams will include, but not be limited to:

- *Elastomeric Bearing Pads per Drawing BBP-003-02*
- *Precast Prestress Box Beams General Notes per Drawing BDP-001-06*
- *Box Beam Bearing Details per Drawing BDP-002-01*
- *Box Beam Miscellaneous Details per Drawing BDP-003-03*
- *Box Beam Tension Rod Details per Drawing BDP-004-04*
- *Box Beam B33 Details per Drawing BDP-010-04*
- *Railing System Type II per Drawing BDP-005-06*
- *Railing System Type II Guardrail Treatment per Drawing BHS-007-08*
- *Stencils for Structure per Drawing BGX-006-10*
- *Treatment of Embankments at End-Bents per Drawings RGX-100-07 & RGX-105-09*
- *HP12x53 Steel Pile per Drawing BPS-003-09*
- *Modified Pile End Bent 0 Degree Skew*
 - It should be noted that using a 1.5:1 slope will require more maintenance compared to using a 2:1 slope
 - Piles will be utilizing restrictor plates to assist in reaching pile loads thus allowing for shallower pile depths
- *Grout per Section 601.03.03*

An estimate was created based on the work recommended as stated above and following the KYTC Standard Specifications and Drawings. The estimate pricing uses KYTC D1 Master Agreements to generate a fairly accurate price for the work, as well as to ensure quality of work done based on the Standard Specifications and Drawings.

The total cost for estimated work for Bridge ID 073C00048N is approximately **\$629,108.64**. The price estimate is also attached to this report, but work estimates are as follows:

- Jave LLC, Line Item 294, B33 Box Beams, \$558.50 per LNFT
 - 6 Box Beams at 78 ft long each, 468 LNFT
 - 468 LNFT x \$558.50 per LNFT = **\$261,378.00**
- Jave LLC, Line Item 261, Steel Piles HP12x53 – 20 – 50 ft long, \$176.91 per LNFT
 - 840 LNFT for both End Bents
 - 840 LNFT x \$176.91 per LNFT = **\$148,604.40**
- Jave LLC, Line Item 264, Steel Reinforcement – Epoxy Coated, \$3.39 per LB
 - 2844 lbs per Modified Standard Drawing Requirements for 2 End Bents
 - 2844 lbs x \$3.39 per lb = **\$9,641.16**
- Jave LLC, Line Item 208, Class A Concrete – 8.1 or more yard pour, \$1,109.31 per CUYD
 - 29.6 CUYD per Modified Standard Drawing Requirements for 2 End Bents
 - 29.6 CUYD x \$1,109.31 per CUYD = **\$32,835.58**
- Jave LLC, Line Item 229, Geotextile Fabric – Slope Protection, \$9.13 per SQYD
 - Need Geotextile Fabric to provide protection of the slope
 - 134.4 SQYD x \$9.13 per SQYD = **\$1,227.22**

- Jave LLC, Line Item 222, Cyclopean Rip Rap – No Overhead, \$104.84 per Ton
 - Need Rip Rap/Channel Lining ovetop Geotextile Fabric for slope protection
 - $266.1 \text{ Tons} \times \$104.84 \text{ per Ton} = \underline{\$27,902.58}$
- Jave LLC, Line Item 289, Waterproof Membrane, \$85.80 per SQYD
 - Needed to seal joints from water infiltration over time
 - $208 \text{ SQYD} \times \$85.80 \text{ per SQYD} = \underline{\$17,846.40}$
- Jave LLC, Line Item 280, Structure Granular Backfill (For End Bents), \$107.39 per CUYD
 - Needed for backfill of end bents
 - $70.1 \text{ CUYD} \times \$107.39 \text{ per CUYD} = \underline{\$7,526.52}$
- Jave LLC, Mob/Demob Cost, 6.5% of Total Cost
 - $6.5\% \times \$506,961.86 = \underline{\$32,952.52}$

- From Average Unit Bid Price Catalog, Line Item 1000, Perforated Pipe – 4”, \$13.30 per LNFT
 - Needed for backfill of end bents
 - $105 \text{ LNFT} \times \$13.30 \text{ per LNFT} = \underline{\$1,396.50}$

- Jim Smith Paving, Line Item 538, Mobilization and Demobilization, \$1,900 Each
 - Need 1 time for work done by Jim Smith Paving
 - $1 \times \$1900 = \underline{\$1,900}$
- Jim Smith Paving, Line Item 524, McCracken Co State Milling, \$13,500 per Day
 - Need to mill 1.5 inches of surface 350 ft from both bridge ends for new approaches
 - $1 \text{ Day} \times \$13,500 \text{ per Day} = \underline{\$13,500}$
- Jim Smith Paving, Line Item 520, McCracken Co State CL2 Base 0.75D PG 64-22, \$106 per Ton + \$20 per Ton (Premium for using more than 100 Tons but less than 300 Tons, Sum of all asphalt)
 - Need approximately 6 inches of base after backfilling end bents
 - $6.6 \text{ Tons of Base (both end bents)} \times \$126 \text{ per Ton} = \underline{\$831.60}$
- Jim Smith Paving, Line Item 416, McCracken Co State CL2 Surface 0.38D PG 64-22, \$106 per Ton + \$20 per Ton (Premium for using more than 100 Tons but less than 300 Tons, Sum of all asphalt)
 - Need approximately 2 inches for roadway after backfilling end bents and 1.5 inches of surface to wedge approaches and overlay the bridge
 - $171.2 \text{ Tons of Surface (both bridge ends)} \times \$126 \text{ per Ton} = \underline{\$21,566.16}$

- Estimated Cost, Demolition of Structure, \$50,000 Total
 - Estimated cost of Demolishing existing structure
 - **\$50,000**

As stated above, the estimate for Bridge ID 073C00048N is approximately \$629,108.64 but it would be beneficial to round up to **\$700,000** as the **total estimate** to ensure completion of the work required.

Note that all estimates using state contractors is not required since the county may have their own contractors and their prices to implement the same work and quality that is necessary to uphold the KYTC Standard Specifications and Standard Drawings.

Based on the Inspection Report, Inspection Photos, notes, and measurements taken on-site at the time of recent inspection, we believe that the work recommended, and the estimate calculated based on the work, would improve the Deck, Superstructure, and Substructure rating for Bridge ID 073C00048N. This would be a cost-effective improvement for the bridge based on the spirit of the County & City Bridge Improvement Program.

County Park Rd, City of Paducah (073C00048N) Bridge Estimate

Items	Totals	Vendor
B33 Box Beams	\$ 261,378.00	Jave LLC
Piles	\$ 148,604.40	Jave LLC
Rebar	\$ 9,641.16	Jave LLC
Concrete	\$ 32,835.58	Jave LLC
Geotextile Fabric	\$ 1,227.22	Jave LLC
Rip Rap	\$ 27,902.58	Jave LLC
Structure Granular Backfill (For End Bents)	\$ 7,526.52	Jave LLC
Perforated Pipe - 4"	\$ 1,396.50	Average Unit Price
Milling	\$ 13,500.00	Jim Smith Contracting
Base	\$ 831.60	Jim Smith Contracting
Surface	\$ 21,566.16	Jim Smith Contracting
Waterproof Membrane	\$ 17,846.40	Jave LLC
Demolition	\$ 50,000.00	To be Determined
Jim Smith Mob & Demob	\$ 1,900.00	Jim Smith Contracting
Jave Mob & Demob	\$ 32,952.52	Jave LLC
Total Cost	\$ 629,108.64	

Average Unit Bid

Items	Line Item No.	Unit	Quantity	Price per Unit	Total
Perforated Pipe - 4"	1000	LNFT	105.0	\$ 13.30	\$ 1,396.50
Total Cost					\$ 1,396.50

Jave LLC

Items	Line Item No.	Unit	Quantity	Price per Unit	Total
B33 Box Beams	294	LNFT	468	\$ 558.50	\$ 261,378.00
Concrete	208	CUYD	29.6	\$ 1,109.31	\$ 32,835.58
Rebar	264	LBS	2844	\$ 3.39	\$ 9,641.16
Piles	261	LNFT	840	\$ 176.91	\$ 148,604.40
Geotextile Fabric	229	SQYD	134.4	\$ 9.13	\$ 1,227.22
Rip Rap - No Overhead	222	Ton	266.1	\$ 104.84	\$ 27,902.58
Waterproof Membrane	289	SQYD	208	\$ 85.80	\$ 17,846.40
Structure Granular Backfill (For End Bents)	280	CUYD	70.1	\$ 107.39	\$ 7,526.52
Mob/Demob					\$ 32,952.52
Total Cost					\$ 539,914.38

Jim Smith Paving

Items	Line Item No.	Unit	Quantity	Price per Unit	Total
Mob/Demob	538	Each	1	\$1,900.00	\$ 1,900.00
Milling	524	Each	1	\$13,500.00	\$ 13,500.00
CL2 Base 0.75D PG 64-22	520	Ton	6.6	\$126.00	\$ 831.60
CL2 Surface 0.38D PG 64 -22	516	Ton	171.2	\$126.00	\$ 21,566.16
Total Cost					\$ 37,797.76



Bridge Inspection Report

073C00048N

Inspector: Jerry Thompson

Entered by: JTHOMPSON

09/10/2025

Substandard (12 months)

<u>IDENTIFICATION</u>	
Structure Num (8):	073C00048N
NBI Number	073C00048N
Structure Name:	
Location (9):	0.4 M. N. OF U.S.HWY. 60
Carries (7):	COUNTY PARK RD
Type of Service (42A):	1 Highway
Feature Crossed (6):	PERKINS CREEK
Type of Service (42B):	5 Waterway
Placecode (4):	Paducah
County (3):	McCracken (073)
State (1):	21 Kentucky
Admin Area:	Inventory
District:	District 1
Latitude (16):	37° 5.' 19"
Longitude (17):	88° 39' 50"
Owner (22):	City/Municipal Hwy Agenc
Maint. Resp. (21):	City/Municipal Hwy Agenc
Year Built (27):	1958
Year Recon (106):	
Border State (98A): Not Applicable (P)	
Border Number (99):	
% Responsibility (98B):	

Poor		Heath Index: 45.65	
SubStd: Yes		SubStd Reason: Weight	
Inspection Type	Freq (92)	Last Insp (93)	Next Insp
Routine	12	9/10/2025	9/10/2026
Element	12	9/10/2025	9/10/2026
Fracture Critical (A)		1/1/1901	1/1/1901
Underwater (B)		1/1/1901	1/1/1901
Special Insp (C)		10/3/2022	1/1/1901
<u>LOAD RATING AND POSTING</u>			
Posting Status(41):		P Posted for load	
Posting (70):		0 >39.9% below	
Signs Posted Cardinal:		Yes	
Signs Posted Non-Cardinal:		Yes	
Recmd Date: 5/11/2017		Posted Date: 10/3/2022	
Required Postings (Tons.)		Field Postings (Tons.)	
Gross: 9.00		Gross: 9.00	
Truck Type 1:		Truck Type 1:	
Truck Type 2:		Truck Type 2:	
Truck Type 3:		Truck Type 3:	
Truck Type 4:		Truck Type 4:	
SUV 5:		SUV 5:	
SUV 6:		SUV 6:	
SUV 7:		SUV 7:	
EV Single Axle:		EV Single Axle:	
EV Tadem Axle:		EV Tadem Axle:	
EV Gross:		EV Gross:	

<u>DECK GEOMETRY</u>	
Deck Geometry (68):	5 Above Tolerable
Deck Area:	1,195.00 ft²
Deck Type (107):	1 Concrete-Cast-in-Place
Wearing Surface (108A):	6 Bituminous
Membrane (108B):	0 None
Deck Protection (108C):	None
Approach Roadway width (32):	18.80 ft.
Width Curb to Curb (51):	21.00 ft.
O. to O. Width (52):	24.00 ft.
Curb / Sidewalk Width L (50A):	0.00 ft.
Curb / Sidewalk Width R (50B):	0.00 ft.
Median (33):	0 No median

DECK CONDITION	
Deck Rating (58):	5 Fair
Bridge Rail (36A):	1 Meets Standards
Transition (36B):	1 Meets Standards
Approach Rail (36C):	1 Meets Standards
Approach Rail Ends (36D):	1 Meets Standards



Bridge Inspection Report

073C00048N

Inspector: Jerry Thompson

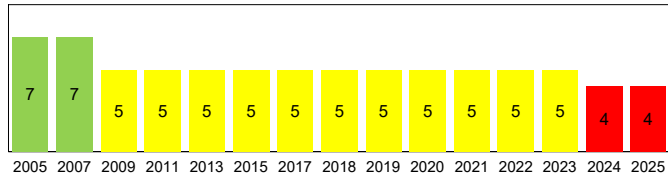
Entered by: JTHOMPSON

09/10/2025

Substandard (12 months)

SUPERSTRUCTURE GEOMETRY

of Main Spans (45): 1
of Approach Spans (46): 0
Main Material (43 A): 3 Steel
Main Design (43 B): 02 Stringer/Girder
Max Span Length (48): 48.80 ft.
Structure Length (49): 49.80 ft.
NBIS Length (37): Long Enough
Temp Structure (103): Not Applicable (P)
Skew (34): 0°
Structure Flared (35): 0 No flare
Parallel Structure (101): No || bridge exists
Approach Alignment (72): 6 Equal Min Criteria

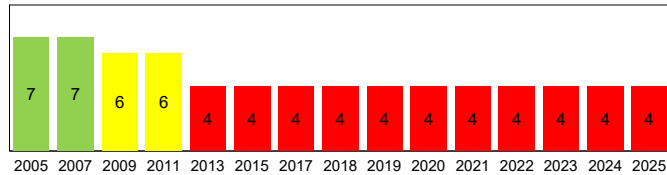


SUPERSTRUCTURE CONDITION

Superstructure Rating (59): 4 Poor
Structure Evaluation (67): 3 Intolerable - Correct

SUBSTRUCTURE GEOMETRY

Navigation Control (38): Permit Not Required
Nav Vert Clearance (39): 0.00 ft.
Nav Horiz Clearance (40): 0.00 ft.
Pier Protection (111): Not Applicable (P)
Lift Bridge Vertical Clearance (116): 0.00 ft.
Scour Rating (113): 4 Stable, needs action
Waterway Adequacy (71): 6 Equal Minimum



SUBSTRUCTURE CONDITION

Substructure Rating (60): 4 Poor
Channel Rating (61): 5 Bank Prot Eroded

KYTC FIELDS

Overlay:	Yes	Scour Observed:	Moderate Scour
Overlay Type:	Asphalt	Scour Risk :	Low Risk
Overlay Thickness:	5.00 in.	Scour Analysis/Assessment :	Assessment Performed
Overlay Year:		Scour POA :	Not Required
Cross Section:	Yes	Scour POA Date :	
Cross Section Date:	09/11/2024	Next Cross Section Due Date :	09/11/2025

ROUTE ON STRUCTURE: COUNTY PARK RD

ROADWAY LOCATION		ROADWAY CLASSIFICATION		CLEARANCES	
Pos Prefix (5A):	Route On Structure	Funct Class (26):	19 Urban Local	Vertical (10):	99.99 ft.
Kind of Hwy (5B):	5 City Street	Level Service (5C):	1 Mainline	Min Vert Over (53):	99.99 ft.
Route Num (5D):	01497	NHS (104):	0 Not on NHS	Vert Ref (54A):	N Feature not hwy or RR
LRS Route (13A/B):		Defense Hwy (100):	0 Not a STRAHNET hwy	Undrclearnce (54B):	0.00 ft.
Milepost (11):	0.65 mi	Toll Facility (20):	3 On free road	Horizontal (47):	21.00 ft.
Suffix (5E):	0 N/A (NBI)	ADT (29):		Min Lat Left (56):	0.00 ft.
Lanes On (28A):	2	Pct Trucks (109):	8.00%	Min Lat Right (55B):	0.00 ft.
Detour Length (19):	1.00 mi	ADT Year (30):		Horiz Ref (55A):	N Feature not hwy or RR
				Underclearance (69):	N Not applicable (NBI)



Bridge Inspection Report

073C00048N

Inspector: Jerry Thompson

Entered by: JTHOMPSON

09/10/2025

Substandard (12 months)

STRUCTURE NOTES

This single-span rolled steel I-beam bridge carries CS-1497|County Park Road, from west to east where west is toward the intersection with Coleman Road and east is toward the fork with Trail Loop Drive. Substructures are numbered from west to east; and beams and bays are numbered from left to right looking ahead (east). Perkins Creek flows from right to left below the bridge when looking ahead (east).

Structure was in the Significant Rotation Strength determined by the National Weather Service during the December 10th-11th tornado in Districts 1-4. This structure had a cursory inspection completed on 1/4/2022.

INSPECTION NOTES

9/10/2025 - Substandard inspection performed by J.Thompson (QTL) and H.OBryan (QTL). 20240911: Standard Inspection was performed by J. Murrin (QTL) and M. Erickson with Palmer Engineering. The inspection was performed from the ground with waders; no mechanical access equipment or MOT was needed. See the structure note for the bridge numbering convention.

Item 059: Superstructure rating was lowered from an 5 to a 4 to account for the heavy deterioration and section loss of the exterior beams. These are isolated major defects that affect the performance of the component which constitutes a 4 according to the SNBI guidelines. Through correspondence with KYTC the load rating was updated to match field conditions see the Load Rating Notes.

The 9-Ton Gross Posting Signs were in place, visible, and correct at both approaches during this inspection.

The previous report labelled the abutments from east to west and the beams south to north.

SCOUR NOTES

During the 9-25-2020, Item 113 was changed to 4 to reflect the changes in scour conditions based upon the inspection dated 9-11-2020. No other NBI items were changed. See the Media Tab for the bridge plans, scour assessment and the scour risk assessment.

MS 9-25-2020

LOAD RATING NOTES

05/11/17 The load rating is controlled is controlled by an interior beam at midspan with no deterioration. Exterior beam with 10% thinning does not control. Posting memo for 9 tons gross due to the poor condition of the substructure. ALI.

8/3/22 Revised item 64 based on the new policy regarding Engineering judgment for Inventory and Operating. DGA

9/12/24 Considered exterior beam with 25% section loss throughout, and a 2" by 3' long hole in top of web at midspan. Interior beam still controlling. DGA

COMPLIANCE NOTES



Bridge Inspection Report

073C00048N

Inspector: Jerry Thompson

Entered by: JTHOMPSON

09/10/2025

Substandard (12 months)

ELEM NBR	ELEMENT NAME	ENV	INSP. DATE	QUANTITY	UNITS	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
12	Re Concrete Deck	3	09/10/2025	1,162.00	sq.ft	1,134.00	0.00	28.00	0.00

The top of the reinforced concrete deck is covered by 3 1/2" of asphalt (Previous reports suggest 5"). Only a 1.5' wide portion on each side of the deck surface is visible for inspection.
There are stay-in-place forms that prevent the inspection of the underside of the deck between beams. The following deficiencies were noted during this inspection
-28SF (CS3) spalling with exposed rebar in the upstream overhang throughout.
-The stay-in-place forms have heavy active corrosion with section loss in the exterior 2 bays on both sides of the bridge.

814	AC Wearing Surface	3	09/10/2025	1,053.00	sq.ft	0.00	0.00	1,053.00	0.00
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The following deficiencies were noted in the asphalt wearing surface during this inspection:
-1053SF (CS3) The surface has heavy abrasions and unsealed cracking; the thickness of the asphalt is down to 3 1/2" from 5".

3230	Effectiveness (Wearing Surface)	3	09/10/2025	1,053.00	each	0.00	0.00	1,053.00	0.00
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See Element 814.

1080	Delamination/Spall/Patched Area	3	09/10/2025	28.00	each	0.00	0.00	28.00	0.00
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See Element 12.

ELEM NBR	ELEMENT NAME	ENV	INSP. DATE	QUANTITY	UNITS	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
107	Steel Opn Girder/Beam	3	09/10/2025	400.00	ft	0.00	0.00	397.00	3.00



Bridge Inspection Report

073C00048N

Inspector: Jerry Thompson

Entered by: JTHOMPSON

09/10/2025

Substandard (12 months)

There are 8 rolled steel I-beams that make up the superstructure of the bridge. The following deficiencies were noted during this inspection:

- 15LF (CS3) distortion; Beam 1 appears to be impacted and the bottom flange has rotated north at midspan.
- 35LF (CS3) lamellar corrosion throughout the remaining length of Beam 1 with section loss on the bottom flange at mid-span. The thickness remaining was measured at 1/2" during this inspection.
- 15LF (CS3) lamellar corrosion in the Beam 2 web and bottom flange at Abutment 1. Section loss initiating throughout < 1/32".
- 8LF (CS3) lamellar corrosion with section loss initiating on the bottom flange of Beam 7, at mid-span, up to 1/32".
- 50LF (CS3) lamellar corrosion with section loss throughout Beam 8 for the full length of the bridge. The thickness remaining on the bottom flange at mid-span was 3/4".
- There is a 3' long x 1 1/2" tall corrosion hole with knife edging adjacent in Beam 8 web adjacent the mid-span diaphragm. CS 4 = 3'
- There is heavy lamellar corrosion and section loss in the bottom flange and web of Beam 8 at Abutment 2.
- 277LF (CS3) active corrosion with section loss initiating throughout the flanges and the webs of all remaining lengths of the interior beams. Section loss was minimal, <1/32".

515	Steel Protective Coating	3	09/10/2025	2,500.00	sq.ft	0.00	0.00	0.00	2,500.00
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(CS4) The protective coating on all beams has completely failed.

3440	Eff (Stl Protect Coat)	3	09/10/2025	2,500.00	each	0.00	0.00	0.00	2,500.00
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See Element 515.

1000	Corrosion	3	09/10/2025	400.00	each	0.00	0.00	397.00	3.00
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See Element 107.

ELEM NBR	ELEMENT NAME	ENV	INSP. DATE	QUANTITY	UNITS	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
215	Re Conc Abutment	3	09/10/2025	70.00	ft	27.00	28.00	15.00	0.00



Bridge Inspection Report

073C00048N

Inspector: Jerry Thompson

Entered by: JTHOMPSON

09/10/2025

Substandard (12 months)

There are reinforced concrete abutments at both ends of the bridge. The following deficiencies were noted during this inspection:

Abutment 1:

-15LF (CS3) undermining/scour of the abutment footing from Beam 1 to Beam 5. The footing is undermined full height vertically x 1' horizontally.

-10LF (CS2) scour adjacent to the horizontal undermining where the footing is exposed vertically. The previous report states: "Abutment 2 footing is exposed near full length of breast wall and 4' of right wing wall. Footing is undermined up to 3.5' horizontally under the face of footing near mid length of breast wall. Note footing extends ~1' from the face of the breast wall. Breast wall is undermined for 10' near mid length."

-2LF (CS2) medium width diagonal cracking with efflorescence in the south wing, just exterior to Beam 8.

-There is medium width diagonal cracking with efflorescence in the face of the abutment beneath Bay 2, and in the top of the north wing, defects does not control.

Abutment 2:

-12LF (CS2) honeycombing due to poor concrete consolidation throughout the face of the abutment.

-2LF (CS2) honeycombing along the construction joint of the north wing.

-2LF (CS2) honeycombing along the construction joint of the north wing.

1130	Cracking (RC and Other)	3	09/10/2025	2.00	each	0.00	2.00	0.00	0.00
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See Element 215.

1190	Abrasion(PSC/RC)	3	09/10/2025	16.00	each	0.00	16.00	0.00	0.00
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See Element 215.

6000	Scour	3	09/10/2025	25.00	each	0.00	10.00	15.00	0.00
------	-------	---	------------	-------	------	------	-------	-------	------

See Element 215.

ELEM NBR	ELEMENT NAME	ENV	INSP. DATE	QUANTITY	UNITS	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
220	Re Conc Pile Cap/Ftg	3	09/10/2025	35.00	ft	10.00	15.00	10.00	0.00

The reinforced concrete footing element represents the exposed footing at Abutment 1. The footing is undermined for a 15 foot section Beneath Beams 1-6, the scour defects are quantified with Element 215. 10LF (CS3) and 15LF (CS2) The exposed footing exhibits deep abrasions from Beam 2 to the north wing and shallow abrasions throughout the remaining length of the footing.

The previous report states: 35 LF (CS3 Scour) Abutment 2 footing is exposed near full length of breast wall and 4' of right wing wall. Footing is undermined up to 3.5' horizontally under the face of footing near mid length of breast wall. Note footing extends ~1' from the face of the breast wall. Breast wall is undermined for 10' near mid length.



Bridge Inspection Report

073C00048N

Inspector: Jerry Thompson

Entered by: JTHOMPSON

09/10/2025

Substandard (12 months)

1190 Abrasion(PSC/RC) 3 09/10/2025 35.00 each 10.00 15.00 10.00 0.00

See Element 220.

ELEM NBR	ELEMENT NAME	ENV	INSP. DATE	QUANTITY	UNITS	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
330	Metal Bridge Railing	3	09/10/2025	100.00	ft	0.00	60.00	20.00	20.00

The metal bridge railing represents the guardrail attached to both sides of the deck. The following deficiencies were noted during this inspection:

Downstream:

-20LF (CS4) impact damage with 2 guardrail posts missing in the downstream guardrail near mid-span of the bridge.

-30LF (CS2) corrosion initiating throughout the guardrail, posts, connection, and anchor bolts throughout the downstream guardrail.

Upstream:

-20LF (CS3) impact damage to the upstream guardrail adjacent Abutment 2.

-30LF (CS2) corrosion initiating throughout the upstream guardrail, posts, connection, and anchor bolts throughout the remaining length.

Transitions:

-10LF (CS3) the southeast guardrail transition adjacent Abutment 2 has an additional 10' impact damage with gouges in the metal.

-40LF (CS4) impact damage to the northeast guardrail transition.

515 Steel Protective Coating 3 09/10/2025 500.00 sq.ft 0.00 0.00 450.00 50.00

-50 SF (CS4) and 450 SF (CS3) the steel protective coating has become largely ineffective.

3440 Eff (Stl Protect Coat) 3 09/10/2025 500.00 each 0.00 0.00 450.00 50.00

See Element 515.

1000 Corrosion 3 09/10/2025 60.00 each 0.00 60.00 0.00 0.00

See Parent Element for details.



Bridge Inspection Report

073C00048N

Inspector: Jerry Thompson

Entered by: JTHOMPSON

09/10/2025

Substandard (12 months)

1020 Connection 3 09/10/2025 20.00 each 0.00 0.00 0.00 20.00

See Parent Element for details.

1900 Distortion 3 09/10/2025 20.00 each 0.00 0.00 20.00 0.00

See Parent Element for details.

ELEM NBR	ELEMENT NAME	ENV	INSP. DATE	QUANTITY	UNITS	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
850	2nd Elem	3	09/10/2025	1.00	each	0.00	0.00	1.00	0.00

The secondary element represents the steel diaphragms, reinforced concrete diaphragms at the abutments, and the bearing angles attached to the abutments. The following deficiencies were noted during this inspection:
-(CS3) The diaphragm in Bay 1 near midspan appears to have settled with the slightly rotated beam. There is heavy lamellar corrosion with section loss throughout the majority of the steel diaphragms.
-There is 4' of lamellar corrosion and pack rust between the bearing angle and the bottom flanges of exterior beams, in Bays 1 and 7.
-There were no deficiencies noted in the concrete diaphragms during this inspection.

ELEM NBR	ELEMENT NAME	ENV	INSP. DATE	QUANTITY	UNITS	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
851	Transitions	3	09/10/2025	1.00	each	1.00	0.00	0.00	0.00

-The transition is smooth.

ELEM NBR	ELEMENT NAME	ENV	INSP. DATE	QUANTITY	UNITS	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
855	Debris on Super	3	09/10/2025	1.00	each	0.00	1.00	0.00	0.00

-(CS2) There is debris on the bottom flanges of the beams indicative of high water.

ELEM NBR	ELEMENT NAME	ENV	INSP. DATE	QUANTITY	UNITS	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
856	Chan Drift	3	09/10/2025	1.00	each	0.00	1.00	0.00	0.00

-(CS2) Moderate drift along bank in front of Abutment 2.



Bridge Inspection Report

073C00048N

Inspector: Jerry Thompson

Entered by: JTHOMPSON

09/10/2025

Substandard (12 months)

ELEM NBR	ELEMENT NAME	ENV	INSP. DATE	QUANTITY	UNITS	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
857	Embankment Erosion	3	09/10/2025	1.00	each	0.00	0.00	1.00	0.00

-(CS3) There is settlement and spalling of the approach asphalt at the northwest corner of the bridge. The embankment erosion undermines the approach roadway by 1'. The end of Beam 1 sticks through the back of the abutment at this location and has become exposed.
-There is a large erosion hole in the bank just upstream from Abutment 2.

ELEM NBR	ELEMENT NAME	ENV	INSP. DATE	QUANTITY	UNITS	QTY CS 1	QTY CS 2	QTY CS 3	QTY CS 4
860	Erosion Ctrl/Prt	3	09/10/2025	1.00	each	0.00	0.00	0.00	1.00

(CS4) There is no rip-rap in front of the abutments or around the wings at the time of the inspection.



Bridge Inspection Report

073C00048N

Inspector: Jerry Thompson

Entered by: JTHOMPSON

09/10/2025

Substandard (12 months)

Work Candidates Report

BRIDGE ID	WORK ID	DESCRIPTION	DATE RECOMMENDED	DATE COMPLETED	TARGET YEAR	STATUS	PRIORITY	WORK ASSIGNE	SOURCE
073C00048N	4FE7062-AED4-091824-7DFC2D1C1	Drainage-Repair Washouts/Erosion	2024/09/11		2024	Under Review	Low	KYTC Bridge Crew	Inspector Recommended

Notes : Repair the erosion encroaching on the northwest corner of the bridge.
Generated by user "JMURRIN" on 9/18/2024
9/10/2025 I Concur J.Thompson.

073C00048N	4FE7062-0A1D-092719-C01A784DB	Bridging KY	2019/09/27		2023	Under Review	High		Planning Division
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Notes : BRIDGE IS ON BRIDGING KY. REPLACEMENT LIST

073C00048N	4FE7062-0A1D-092719-C6F327B83B	Bridge Rail-Repair	2019/09/27		2023	Under Review	High		Inspector Recommended
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Notes : DAMAGED RAILING ON DOWNSTREAM SIDE NEEDS REPAIRS

Concur CQ 2022
Concur LA 9/13/2023
I Concur -JPM 20240918
9/10/2025 I Concur J.Thompson.

073C00048N	9307-XZTK-091115-971354DC14AE4	Misc-Install Sign	2015/09/11		2023	Under Review	High	Bridge Owner	Inspector Recommended
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Notes : RECOMMEND PANEL SIGNS AT ENDS OF TURNED DOWN GUARDRAIL

Concur CQ 2022
Concur LA 9/13/2023
I Concur -JPM 20240918
9/10/2025 I Concur J.Thompson

073C00048N	9307-XZTK-091115-42394311D6864	Channel-Repair Washouts/Erosion	2015/09/11		2023	Under Review	High	Bridge Owner	Inspector Recommended
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Notes : SCOUR AT ABUTMENT 1 NEEDS REPAIRS

Concur CQ 2022
Concur LA 9/13/2023
I Concur -JPM 20240918
9/10/2025 I Concur J.Thompson.

073C00048N	9307-XZTK-091115-06EE5EA35E3E4	Approach Railing-Repair	2015/09/11		2023	Under Review	High		Inspector Recommended
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Notes : APPROACH RAIL SE SIDE OF BRIDGE NEEDS REPAIRS

Concur CQ 2022. Replace missing posts on bridge
Concur LA 9/13/2023
Northeast transition also needs repairs
-JPM 20240918
9/10/2025 I Concur J.Thompson.



Looking west - posted sign in place



East transition rail laying on the ground (Damage)



Upstream rail



Downstream rail



Downstream rail - damage near midspan towards ab 1



Looking upstream



2025/09/10

Looking downstream



2025/09/10

Deck - transitions smooth



Abutment 1 - footer exposed



Abutment 1 - vertical scour up to 1' below footer



Abutment 1 - horizontal undermining up to 1'



Span



Looking upstream from under bridge



Looking downstream from under bridge



Abutment 2



Upstream face



Upstream concrete over hang spall with exposed steel CS 3



Downstream face



Beam 1 flaking rust is present with measurable section loss



Typical of CS 3 corrosion on all beams



Beam 8 has a corrosion hole 3' long and 1.5 " tall CS 4 = 3'



Typical of diaphragms



Cracking with leaching on abutment 2 wing wall



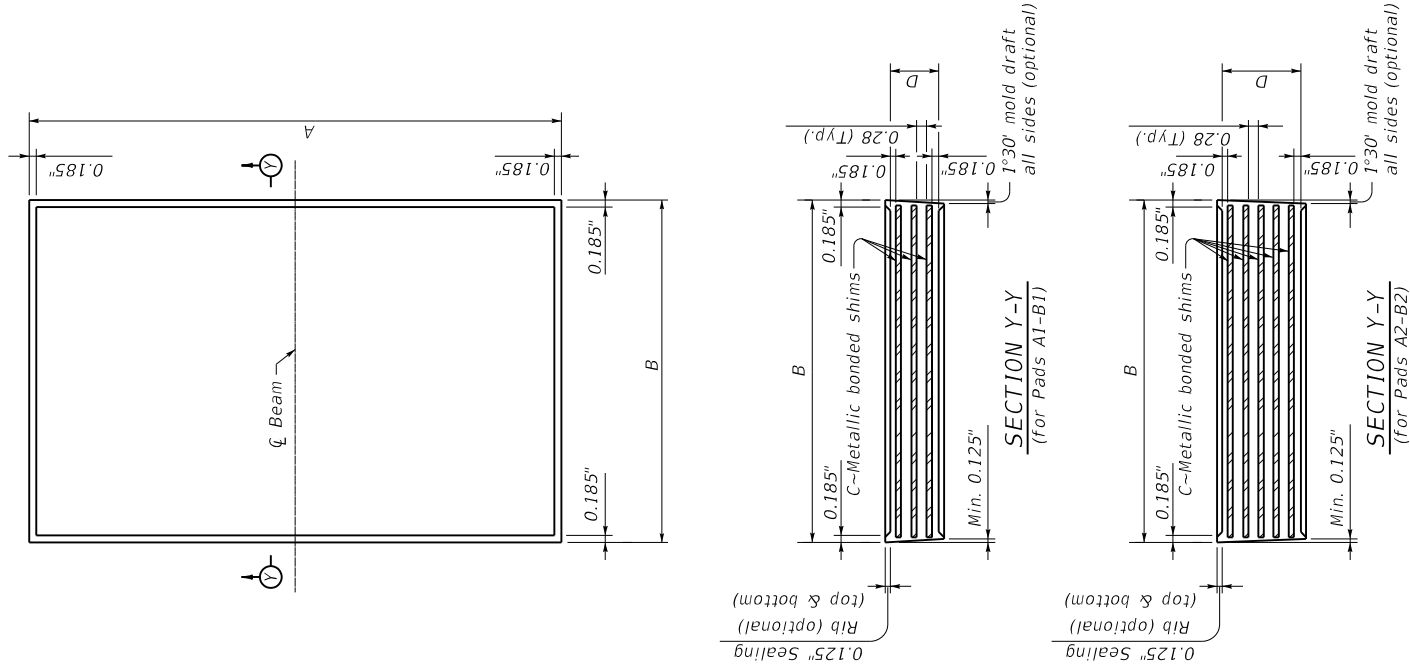
Typical of metal stay in place forms



Metal support braces at exterior beams heavy corrosion



Looking east - posted sign in place



DIMENSIONS FOR BOX-BEAM PADS						
PAD	A	B	C	D	*MAXIMUM REACTION	MAXIMUM MOVEMENT (One Direction)
A1	1'-10"	7"	3~0.12" x 21.630" x 6.630"	1.290"	173k	0.500"
A2	1'-10"	7"	5~0.12" x 21.630" x 6.630"	2.090"	173k	0.750"
B1	11"	7"	3~0.12" x 10.630" x 6.630"	1.290"	69k	0.500"
B2	11"	7"	5~0.12" x 10.630" x 6.630"	2.090"	69k	0.750"

* These reactions are based on service loads, use actual reactions to determine anchorage requirements for pads.

GENERAL NOTES

SPECIFICATIONS: Fabricate the Elastomeric Bearing Pads to the design and dimensions as shown on these drawings and to AASHTO LRFD Bridge Construction Specifications, Section 18.

Ensure bearings are low temperature Grade 3 with durometer hardness of 50 and subjected to the load testing requirements corresponding to Design Method A.

Include the price of bearing pads in the bid for the beams.

PRECAST PRESTRESSED BOX BEAMS

General Notes

SPECIFICATIONS: All references to the standard Specifications are to the current edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, with current supplemental specifications. All references to the AASHTO Specifications are to the current edition of the AASHTO LRFD Bridge Design Specifications, with interims.

DESIGN LOADS: Beam sections are designed for 1.25*HL93 (KYHL93) Live Load.

DESIGN LOAD DISTRIBUTION: Contrary to AASHTO LRFD Bridge Design Specifications, the design moment and shear distribution for all beams is 0.5 lanes.

FUTURE WEARING SURFACE: These beams are designed for a 15 PSF future wearing surface load.

SUBSTRUCTURE DESIGN LOADS: Unfactored design reaction forces per beam end.

DC (kips): Beam, Slab (if applicable), and Type II railing dead loads.
DW (kips): Future wearing surface.
LL (kips): Beam Live Load reaction per lane x Design load distribution.
LL+I (kips): LL with Dynamic load allowance.

DESIGN DEFLECTIONS:

Δ_d (in.): Sum of the downwards deflections caused by the design 5" deck, railing, and future wearing surface. (Positive Downwards)
 Δ_c (in.): Upwards midspan camber of the beam caused by prestressing minus the downward deflection of the beam due to self weight. (Positive Upwards)

MATERIAL DESIGN SPECIFICATIONS:

for Steel Reinforcement
for Prestressed Girder Concrete (Typ. U.N.O.)
for Class "AA" Concrete
for Prestressing Steel
 $F_y = 60000 \text{ PSI}$
 $F'_{ci} = 7000 \text{ PSI}$
 $F'_{ci} = 5500 \text{ PSI}$
 $F_s = 270000 \text{ PSI}$

DESIGN LENGTH: Beam lengths shown in the Standards represent total beam length. Use the next greater designed section for non-Standard lengths.

CONSTRUCTION METHOD: Transferring bond stress to the concrete will not be allowed, nor releasing of end anchors until the concrete has attained a minimum compressive strength of F'_{ci} as shown by standard cylinders made and cured identically with the girders; attain F'_{ci} at or prior to 28 days. Apply an initial prestress force of 33817 lbs. per low relaxation strand. Beams with honeycomb of such extent as to affect the strength of resistance to deterioration will not be accepted. The allowance .0005L (length) is made for shortening of beams due to shrinkage and elastic change. Furnish shop plans showing a detensioning plan by numbering, in sequence, the strand pattern.

PRESTRESSING STRANDS: Ensure prestressing strands to be $\frac{1}{2}$ " oversize (0.167 sq. in.) uncoated seven-wire stress relieved, low-relaxation strands conforming to AASHTO M 203, Grade 270. If an alternate strand arrangement or strand type is preferred by the Contractor, the designer that developed the original plans will provide the design and also revise the original plans to reflect the changes. These design and plan modifications will be done at the Contractor's expense.

CORROSION INHIBITOR: Provide a corrosion inhibitor for B-type (non-composite) beams from the list of approved materials.

BEVELED EDGES: Bevel all exposed edges $\frac{3}{4}$ ".

BEAM SEALER: For composite box beams (CB Beams), seal the full length of the exterior face of all exterior beams with the extent from the top of the beam to 1'-0" underneath the beam. For non-composite box beams (B beams), seal all faces of all beams, except take care to ensure the grout pockets are not sealed. Use an approved silane sealer as specified by the Division of Structural Design.

REINFORCEMENT: Dimensions shown from the face of concrete to reinforcement are clear distances. Spacing of reinforcement is from center to center of reinforcement. All steel reinforcement is to be epoxy coated in accordance with Section 811.10 of the Specifications. Consider bars marked "C" to be a stirrup for purposes of bend diameters. Non-epoxy reinforcement may be used for fabrication purposes, only, provided that the steel is not used in the top $5\frac{1}{2}$ " of the beam and the location of the steel is indicated on the shop drawings.

FABRICATION: Beams shall not be fabricated more than 120 days before the deck is to be poured.

GROUT: Provide non-shrink grout for anchor dowels, shear keys, and tensioning rod blocks conforming with Section 601.03.03 of the Specifications. When side by side superstructure is utilized, grouting will be completed after lateral tension rods have been fully tightened and before leveling devices have been removed. Include the cost of furnishing and placing grout in the price of beam.

RAILING SYSTEM TYPE II: Furnish this material per these specifications.

ITEM	DESCRIPTION	MATERIAL SPECIFICATION	COATING SPECIFICATION
Post	W6x25	ASTM A36 or A572	A123
Channel	C7x9.8	ASTM A36 or A572	A123
Plate	$\frac{1}{2}$ "x 7"	ASTM A36 or A572	A123
Tubing	8x4x0.1875	ASTM A500 or A501	A123
Bolts	$\frac{3}{8}$ "	ASTM A307	A153
Nuts	For $\frac{3}{8}$ "	ASTM A563, Grade A or better	A153
Washers	For $\frac{3}{8}$ "	ASTM A563, Grade A or better	A153
Stud	$1\frac{1}{4}$ "	ASTM A108 (1045 C.D. Bar)	B633, Type II, Class 25
Ferrule	$2\frac{1}{2}$ "x 5"	ASTM A108 (11L17 Steel)	B633, Type II, Class 25
Wire	$\frac{3}{8}$ "	ASTM A510 (1018 Steel)	B633, Type II, Class 25
Nut	For $1\frac{1}{4}$ " Bolt	ASTM A108 (12L14 Steel)	B633, Type II, Class 25
Nut	For $1\frac{1}{4}$ " Stud	ASTM A325M	B633, Type II, Class 25
Washers	For $1\frac{1}{4}$ " Stud	ASTM A325M	B633, Type II, Class 25

Use the current edition of the references listed below with these standards.

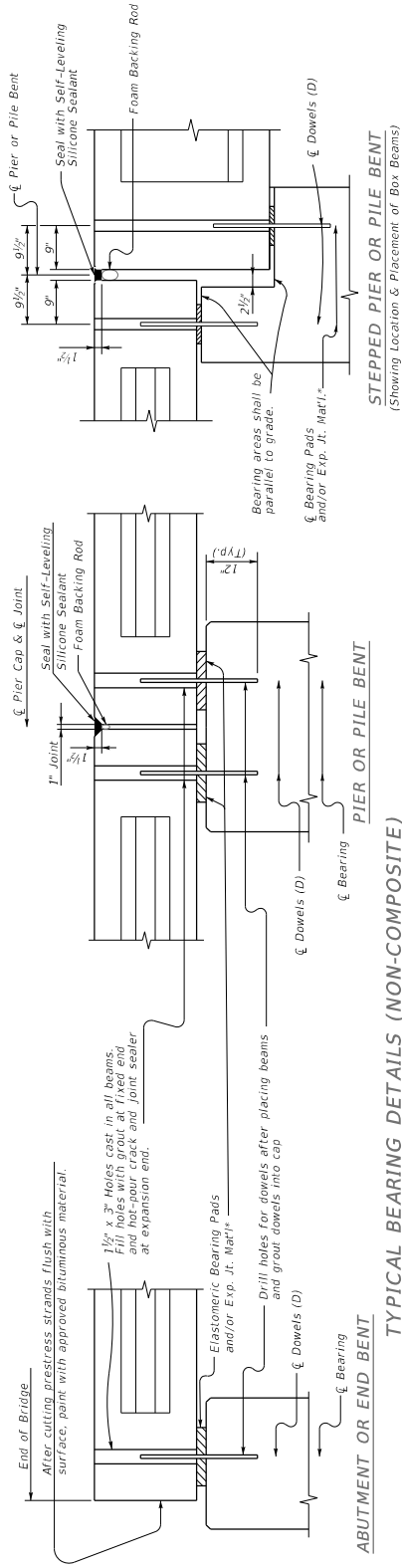
STANDARD DRAWINGS	
BBP-003	Elastomeric Bearing Pads
BHS-007	Railing System Type II
BJE-001	Armored Edge & Neoprene Joints
RBR-001	Steel Beam Guardrail
RBR-005	Guardrail Components
SPECIAL NOTES	
For Corrosion Inhibitors	

KENTUCKY
DEPARTMENT OF HIGHWAYS

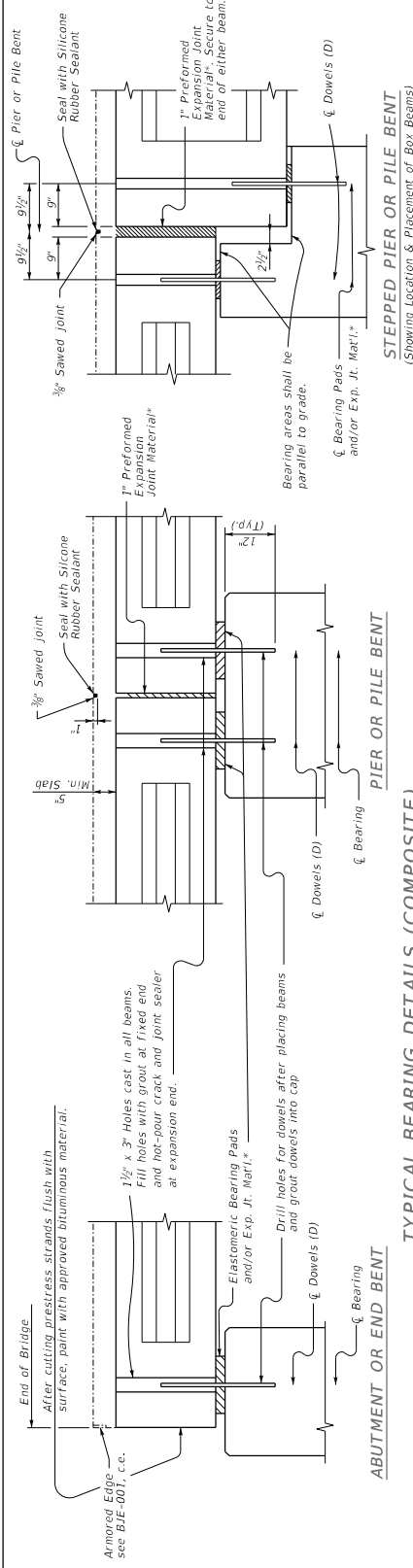
BOX BEAM
GENERAL NOTES
AND REFERENCES

STANDARD DRAWING NO. BDP-001-06
SUBMITTED BY *B. A. H.* 02-26-20
DIRECTOR DIVISION OF STRUCTURAL DESIGN
APPROVED BY *[Signature]* 02-26-20
STATE ENGINEER

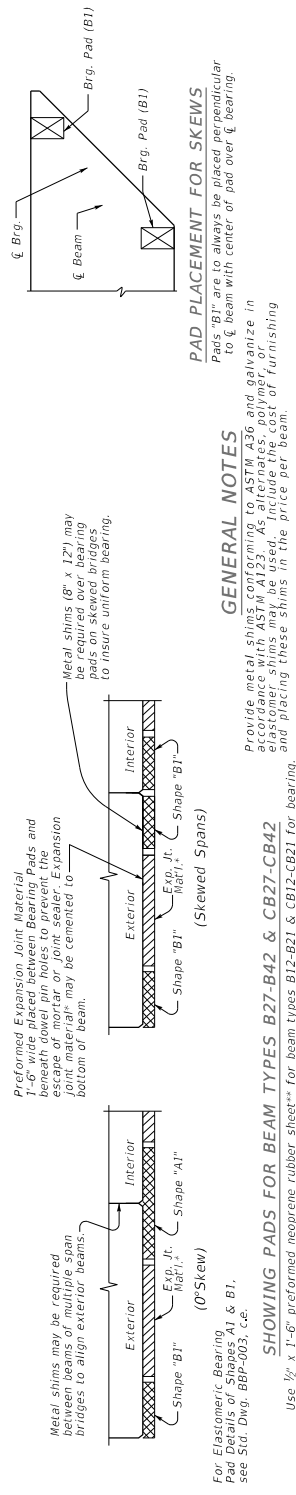
DECK UNITS



TYPICAL BEARING DETAILS (NON-COMPOSITE)



TYPICAL BEARING DETAILS (COMPOSITE)



*Expansion Joint Material:
AASHTO M153
Type-I Sponge Rubber

**** Preformed Neoprene Rubber Sheet:
50 Durometer
AASHTO M251, Grade 3**

GENERAL NOTES

GENERAL NOTES

Provide metal shims conforming to ASTM A36 and galvanize in accordance with ASTM A123. All shims are to be made of polymer or plastic shims. All shims are to be used in the manner of furnishing and placing these shims in the price per beam.

Pads "B1" are to always be placed perpendicular to the beam with center of pad over the bearing.

PAD PLACEMENT FOR SKEWS

GENERAL NOTES

Provide metal shims conforming to ASTM A36 and galvanize in accordance with ASTM A123. As alternates, polymer, or elastomer shims may be used. Include the cost of furnishing and placing these shims in the price per beam.

SHOWING PADS FOR BEAM TYPES B27-B42 & CB27-CB42

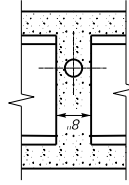
Use $\frac{1}{2}$ " x 1'-6" preformed neoprene rubber sheet** for beam types B12-B21 & CB12-CB21 for bearing

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

BOX BEAM BEARING DETAILS

STANDARD DRAWING NUMBER
BDP-002-01

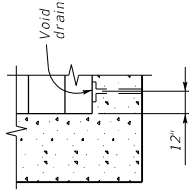




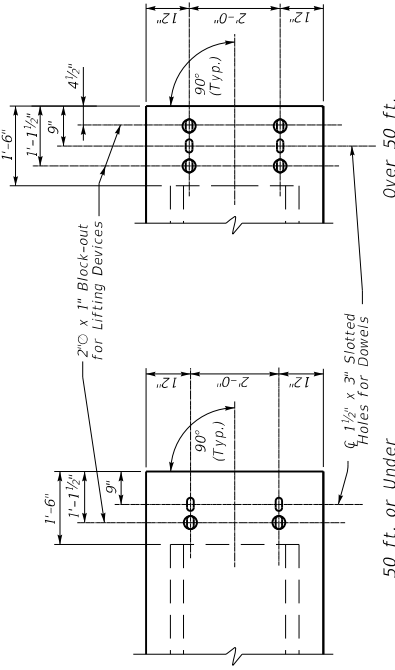
Diaphragms may be omitted if void is cut to allow drain to be encased with a minimum 2" of concrete.

Provide drains on both sides of bridge with normal crown and on low side only for super-elevated bridges. Space drains at maximum 12'-6" on centers with a minimum of one placed each gutter line per span. Omit drains when span crosses over a highway or railroad. Include the cost of pipe and fittings in the price of beam.

SECTION THRU BEAM



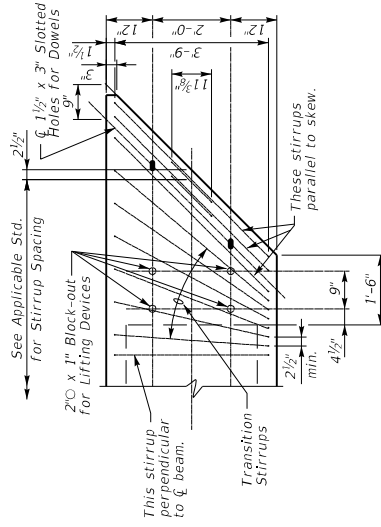
VOID DRAIN DETAIL
Locate two drains at each end of each void. Provide 1" O.D. drains of a type approved by the Division of Materials.



50 ft. or Under

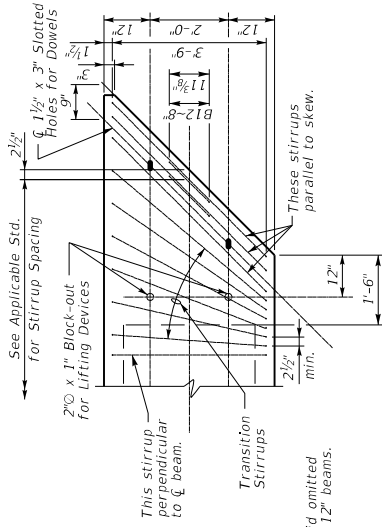
TYPICAL STRAIGHT END

NOTE: Void omitted on 12' beams.

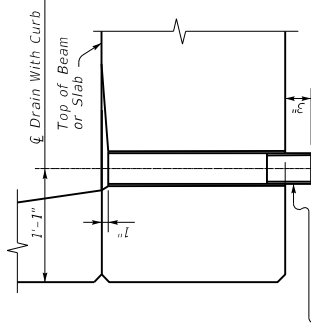


TYPICAL SKEWED END FOR BEAMS OVER 50 FEET

(Right Skew Shown, Left Opposite Hand)



NOTE: Void omitted on 12' beams.



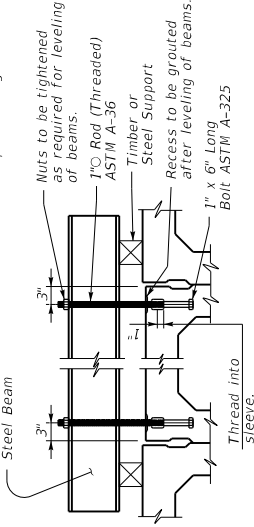
TOP VIEW OF DRAIN

DRAIN DETAILS
(For Spans With Curbs)

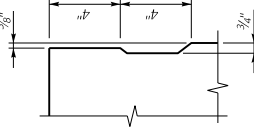
SECTION THRU DRAIN EXTERIOR BOX BEAM

(Showing coupling in barrier)

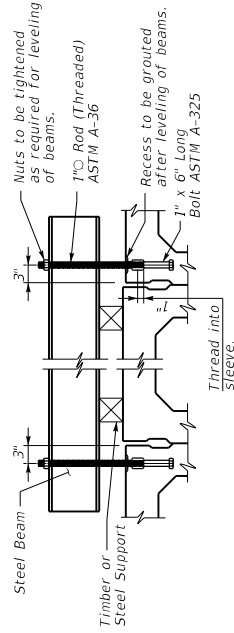
NOTE: Inserts are to be plated or galvanized



NOTE: Omit shear key on exterior face of exterior beam.



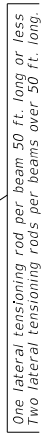
SHEAR KEY DETAIL



LEVELING DEVICE DETAILS

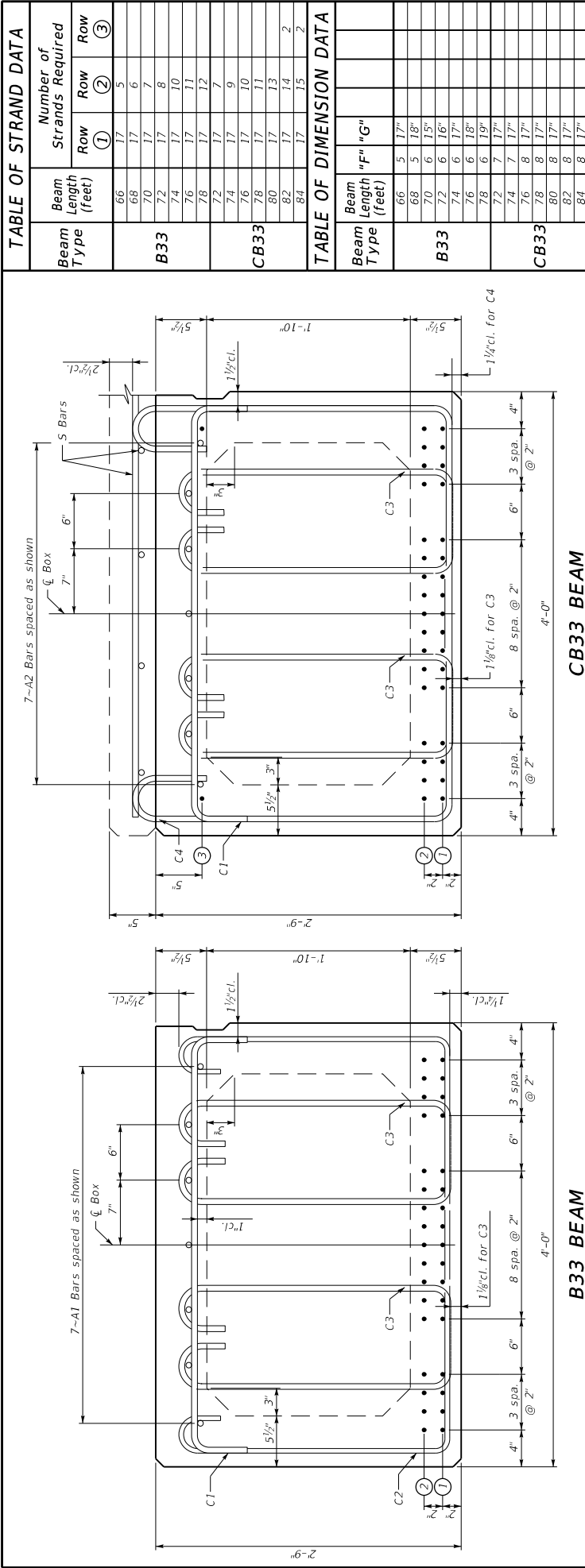
Locate inserts at the center of beams up to 50 ft. and at diaphragm locations of beams over 50 ft. Include the cost of materials and labor involved in leveling beams in the price for beams. Submit alternate leveling devices to the Division of Bridge Design for approval.

LATERAL TENSIONING RODS: After the deck units are in place, apply a preliminary tension to the lateral tensioning rods. Perform final tensioning that yields 20,000 psi as developed by a torque of 200 ft.-lbs. Provide lateral tensioning rods and plates conforming to ASTM A36 with heavy hex nuts conforming to ASTM A307. All tension rods, plates, and nuts to be galvanized in accordance with ASTM A123 or A153 as applicable.



(The above arrangement is applicable from 0° skews to and Including 10° skews)

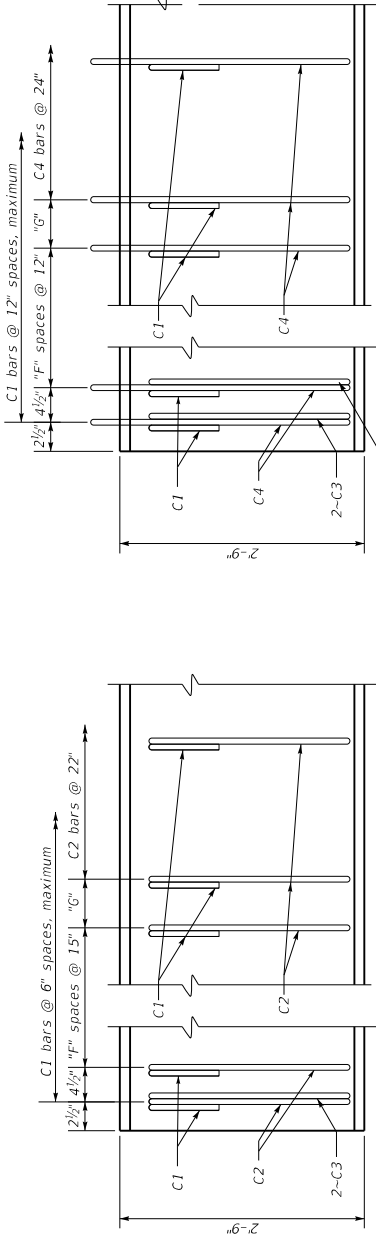




B33 BEAM

CB33 BEAM

BAR QUANTITIES TABLE					DESIGN DATA						
Beam Type	Beam Length (feet)	C1	C2	C3	C4	DC kips	DW kips	LL kips	LL+I kips	Δc (in)	Δd (in)
B33	66	133	42	4		28.4	1.9	51.6	64.3		
	68	137	43	4		29.3	1.9	52.2	65.0		
	70	141	45	4		30.2	2.0	52.8	65.6		
	72	145	46	4		31.0	2.0	53.3	66.2		
	74	149	47	4		31.9	2.1	53.9	66.8		
CB33	76	153	48	4		32.7	2.2	54.4	67.5		
	78	157	49	4		33.6	2.2	55.0	68.0		
	80	161	50	4	46	40.0	2.0	55.3	68.2	0.4	1.1
	82	165	51	4	47	41.1	2.1	55.9	68.8	0.4	1.2
	84	169	52	4	49	42.2	2.2	56.4	67.5	0.5	1.3
CB33	78	79	4	50	43.3	2.2	55.0	68.0	0.5	1.4	
	80	81	4	51	44.4	2.3	55.5	68.6	0.6	1.5	
	82	83	4	51	44.4	2.3	55.5	68.6	0.6	1.5	
	84	85	6	52	45.5	2.3	56.1	69.2	0.6	1.5	
	86	87	6	53	46.6	2.4	56.6	68.7	0.7	1.5	



STRAIGHT REINFORCEMENT

Mark	Size	Length
A1(E)	#5	Beam Length Minus 3"
A2(E)	#4	Beam Length Minus 3"
D1(E)	#8	2'-0"

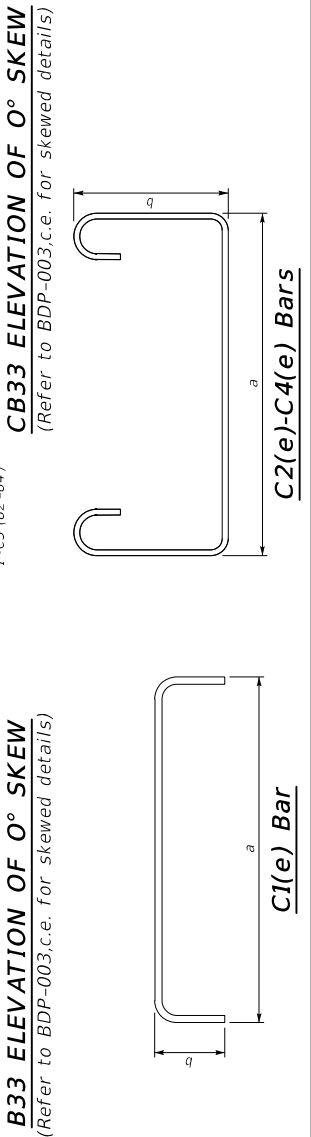
BENT REINFORCEMENT

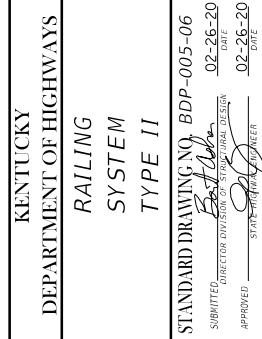
Mark	Size	a	b
C1(e)	#5	3'-9"	6"
C2(e)	#4	3'-9"	2'-5 1/4"
C3(e)	#5	11 3/8"	2'-5 3/4"
C4(e)	#4	3'-9"	2'-10 1/4"

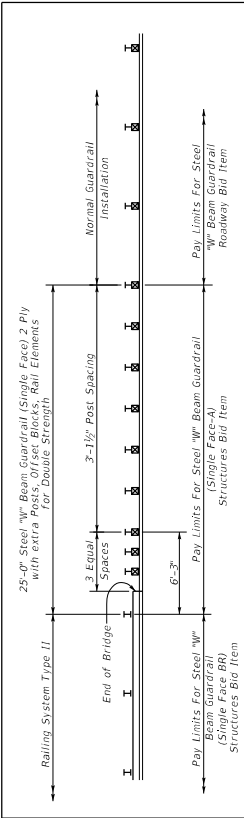
NOTE: A1 and A2 bars are to be lapped 2'-2" when necessary.

KENTUCKY
DEPARTMENT OF HIGHWAYS
BOX BEAM
B33 & CB33
DETAILS

STANDARD DRAWING NO. BDP-010-04
SUBMITTED BY: [Signature]
APPROVED BY: [Signature]
DATE: 02-26-20



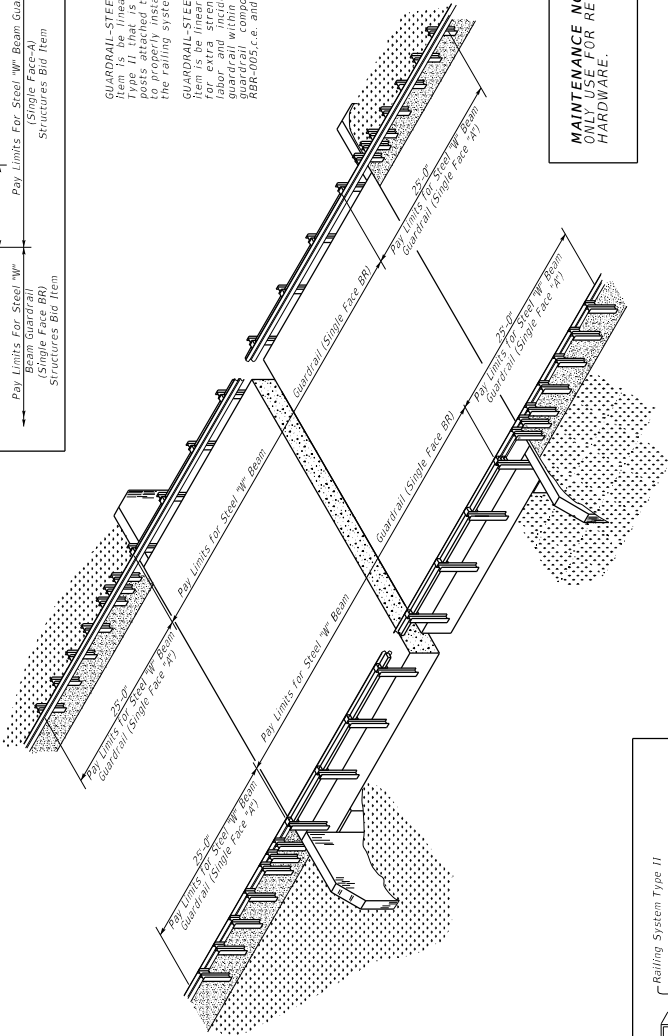




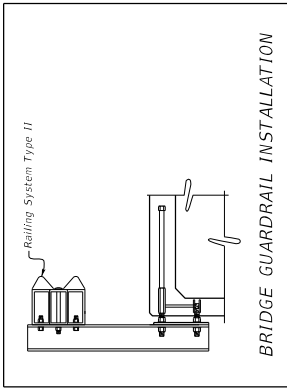
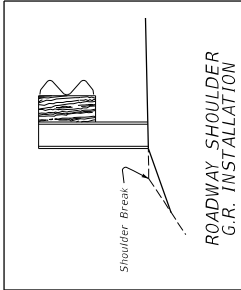
BID ITEM NOTES

GUARDRAIL-STEEL W-BEAM (SINGLE FACE BR): The bid unit for this item is by linear feet. This item shall include the Railing System Type II, that is to be installed on the bridge between the endmost railing post and the first post on the approach. For non-composite box beams, the railing system is attached to the beam prior to shipment.

GUARDRAIL-STEEL W-BEAM (SINGLE FACE AI): The bid unit for this item is by linear feet. This item includes the W-Beam guardrail (2 ply) and the post and rail assembly. The guardrail shall be installed on the approach and incidental materials necessary to properly install the approach guardrail within the 25'-0" limits at each corner of the structure. For guardrail systems, refer to Standard Drawings RBR-001.c.e., RBR-002.c.e., and RBR-003.c.e.

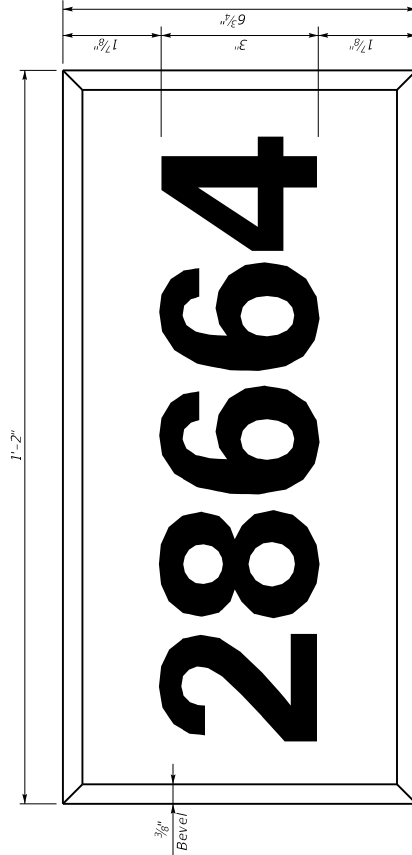


MAINTENANCE NOTES: NOT FOR NEW CONSTRUCTION.
ONLY USE FOR REPAIRING OR RESTORING EXISTING
HARDWARE.





STENCIL FOR YEAR AND DESIGN LOADING
When year only is used place year in center of plate



STENCIL FOR DRAWING NUMBER

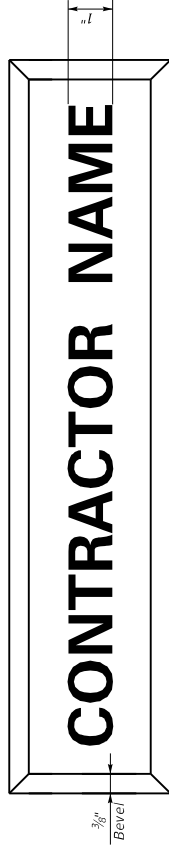
GENERAL NOTES

STENCILS: Fabricate all stencils from recessed panels with beveled edges with raised letters and figures in accordance with Subsection 601.03.19 of the Specifications.

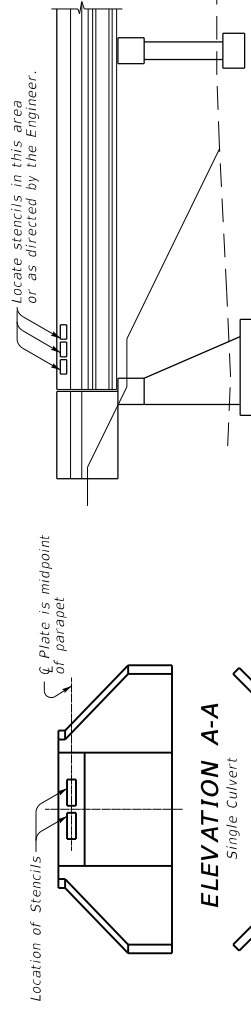
YEAR AND DESIGN LOADING STENCIL: Show the year that the contract is executed and the design load as shown on the contract plans. The design load is required on all structures classified as bridges by Subsection 101.03 of the Specifications and on other structures as referenced on plans.

DRAWING NUMBER STENCIL: Use this stencil on all structures. The number to be placed on the stencil shall be taken from the contract plans.

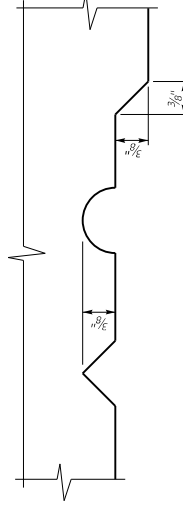
CONTRACTOR STENCIL: Place on all bridges, the name of the prime contractor and subcontractor(s), when applicable, in proximity to other stencils required.



CONTRACTOR STENCIL

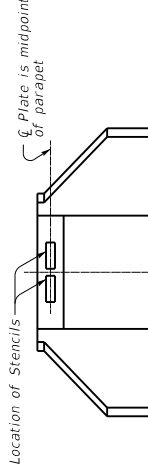


LOCATION OF STENCILS ON BRIDGES

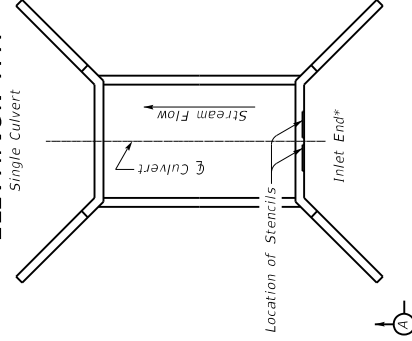


TYPE OF LETTERS

* Use the outlet end for outlet only extensions

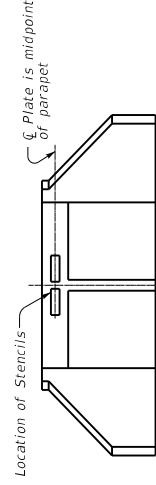


ELEVATION A-A
Single Culvert



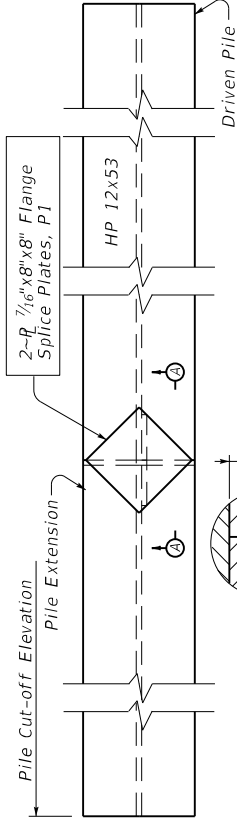
PLAN

Location of Stencils on all Culverts (Single or Multiple) and Arches

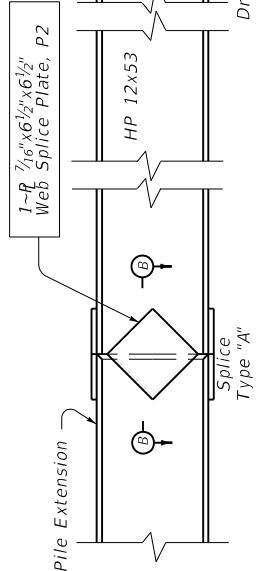
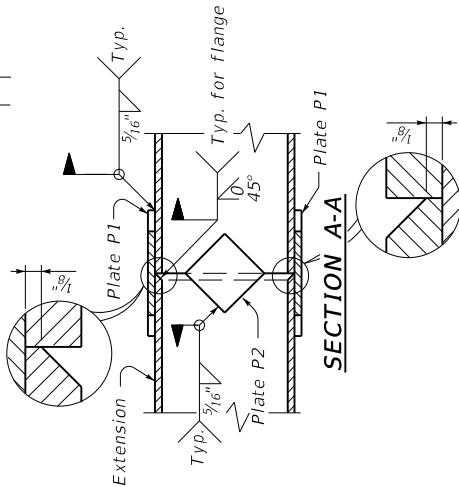


ELEVATION A-A
Multiple span Culvert

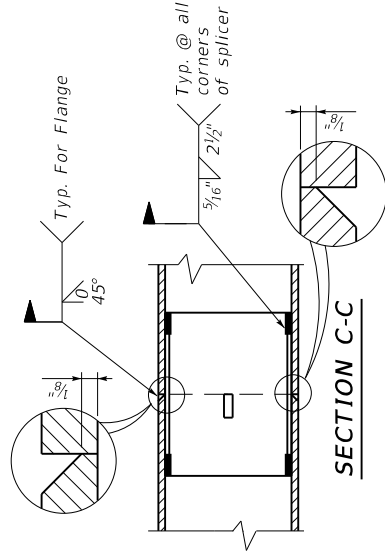
KENTUCKY DEPARTMENT OF HIGHWAYS	STANDARD DRAWING NO. BGX-006-10 SUBMITTED BY <i>B. H. H.</i> 02-26-20 APPROVED BY <i>B. H. H.</i> 02-26-20 DATE
STENCILS FOR STRUCTURE	



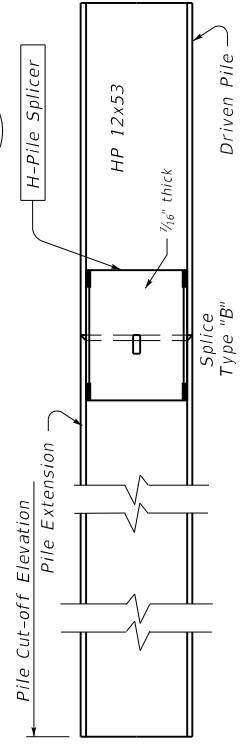
NOTE:
Bevel flanges and web of pile extension on 1:1 bevel as shown and employ conventional butt weld.



SECTION B-B
(Flange Not Shown)



SECTION C-C



GENERAL NOTES

- SPECIFICATIONS:** Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, current edition.
- MATERIALS:** Ensure structural steel piles conform to A.S.T.M. A709 Grade 50, current Specifications.
- SPICE PLATES:** Ensure all pile splicing options conform to A.S.T.M. A709 Grade 50, current Specifications. In lieu of Splice Option "A" or Splice Option "B", splice plates may be flame cut from HP12x53 sections. If flange sections are used, the portion cut at the web must be turned outside in order to obtain a tight fit. Grind the edges smooth prior to welding.
- SPICE OPTION "B":** The pile splicer shown in the details for Splice Option "B" may be Champion H-Pile Splicer, Model HP 30000, or an approved equal. Ensure the splicer is in accordance to the manufacturer's recommendations and subject to the Engineer's approval.
- FIELD WELDS:** Ensure field welding material and workmanship for all piling conforms to the current Joint Specifications ANSI/AASHTO/AWS D1.5 Bridge Welding Code. Splice piles as indicated above only when driven below cut-off elevation.
- PAYMENT:** Payment for the piles in accordance with plans and specifications will be made at the contract price per linear foot.
- PAINT:** No painting is required on steel piles.
- MILL TEST REPORTS:** Furnish mill test reports in triplicate to the Department showing that all materials furnished conform to the Specifications.

KENTUCKY DEPARTMENT OF HIGHWAYS	STANDARD DRAWING NO. BPS-003-09 SUBMITTED BY: [Signature] DIRECTOR OF HIGHWAYS APPROVED: [Signature] STATIONING ENGINEER
HP12x53 Steel Pile	02-26-20 02-26-20

SUPERSTRUCTURE HEIGHT SDH = Beam+Pad Height +(haunch+slab) (if applicable)				CAP BILL OF REINFORCEMENT 24'-0" BRIDGE WIDTH					WING BILL OF REINFORCEMENT													
H1	12" ≤SDH≤27"	MARK	TYPE	NO.	SIZE	LENGTH	MARK	TYPE	NO.	SIZE	LENGTH											
		A1e	14s	28	5	11 - 0	A4e	Str.	12	5	4 - 0											
		A2e	Str.	9	8	30 - 9	A5e	Str.	8	5	3 - 2											
		A3e	Str.	4	5	30 - 9	A6e	Str.	4	6	3 - 2											
		A1e	14s	26	5	11 - 0	A4e	Str.	20	5	4 - 8											
H2	27" <SDH≤35"	A2e	Str.	9	8	33 - 5	A5e	Str.	12	5	4 - 6											
		A3e	Str.	4	5	33 - 5	A6e	Str.	4	6	4 - 6											
		A1e	14s	33	5	11 - 0	A4e	Str.	28	5	5 - 11											
H3	35" <SDH≤50"	A2e	Str.	9	8	38 - 5	A5e	Str.	16	5	7 - 0											
		A3e	Str.	4	5	38 - 5	A6e	Str.	4	6	7 - 5											
PILE LOAD		PILES				DIMENSIONS					QUANTITIES											
BRIDGE WIDTH	SIZE	TONS	NO.	PE	PS	PL	A	B	C	D	E	F	G	H	J	L	WL	WU	WV	WX	CONCRETE (C.Y.)	STEEL (LBS.)
24	H1	79	5	3'-6½"	6'-0"	24'-0"	3½"	4	9"	2'-3"	5	4'-0"	3	2'-0"	2	31'-1"	3'-6"	3'-6"	0	0	12.4	1284
	H2	83	6	2'-10½"	5'-7"	28'-0"	2½"	3	10"	1'-8"	4	3'-7"	5	4'-0"	3	33'-9"	4'-10"	4'-10"	0	0	14.8	1422
	H3	102	6	3'-4½"	6'-5"	32'-0"	4½"	4	8"	2'-0"	5	4'-5"	7	6'-0"	4	38'-9"	7'-4"	3'-3"	4'-1"	2'-1"	19.4	1799

NOTES:

1) Conform to KYTC, Standard Specifications, Current Edition.

2) Concrete to be Class "A", 3500 psi.

3) Rebar to be epoxy coated A615, Grade 60.

4) Maintain 2" clear cover to reinforcement unless otherwise noted.

5) End Bents are designed for the maximum span of the following steel and concrete beams as shown in the current standards:
H1 - B12, CB12, B17, CB17, B21 or rolled steel beams up to 16" nominal depth.
H2 - CB21, B27, CB27, B33 or rolled steel beams up to 24" nominal depth.
H3 - CB33, B42, CB42 or rolled steel beams up to 36" nominal depth.

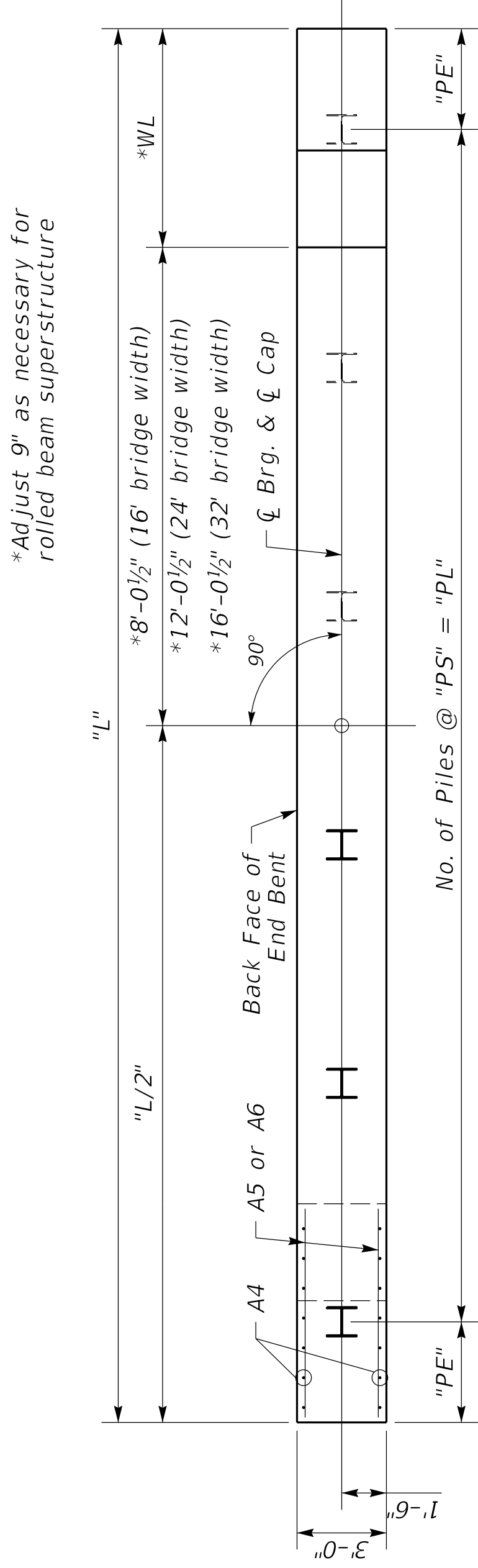
6) Piles may be HP12x53 or 16" Steel Pipes with ½" wall thickness.

7) Piles driven to rock must be driven to Refusal. Friction Piles must be driven to (Pile Load/0.4) using the Gates Method.

8) Pile load given is Factored Strength Load.

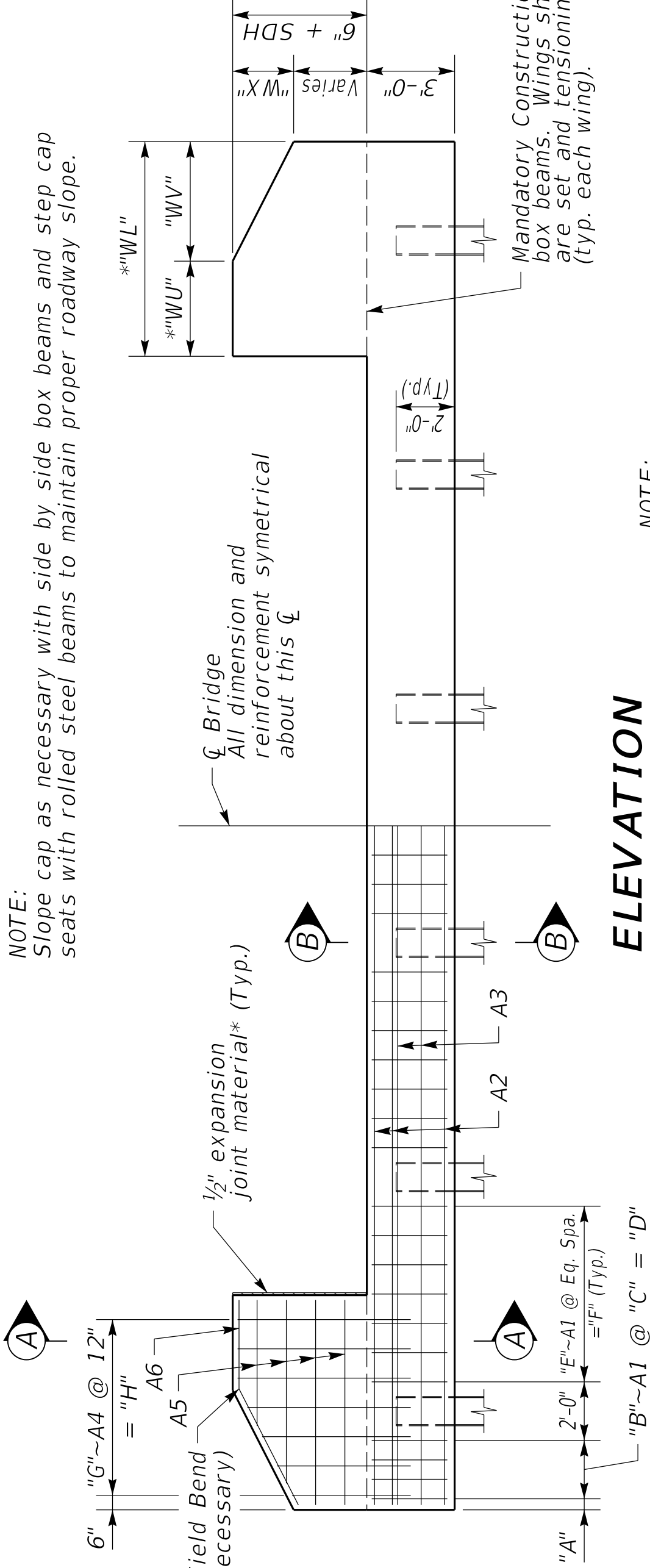
9) Piles must be driven a minimum of 20' into existing ground or to refusal on bedrock. Piles at wet crossings must be driven to 20' below stream bed or to refusal on bedrock. A minimum pile length of 30' is required in all circumstances.

10) Contractor shall provide a hammer capable of driving the piling to refusal or capacity without encountering excessive blow counts or damaging the pile. Contractor shall be responsible for all damaged piling.



PLAN

NOTE:
Slope cap as necessary with side by side box beams and step cap seats with rolled steel beams to maintain proper roadway slope.

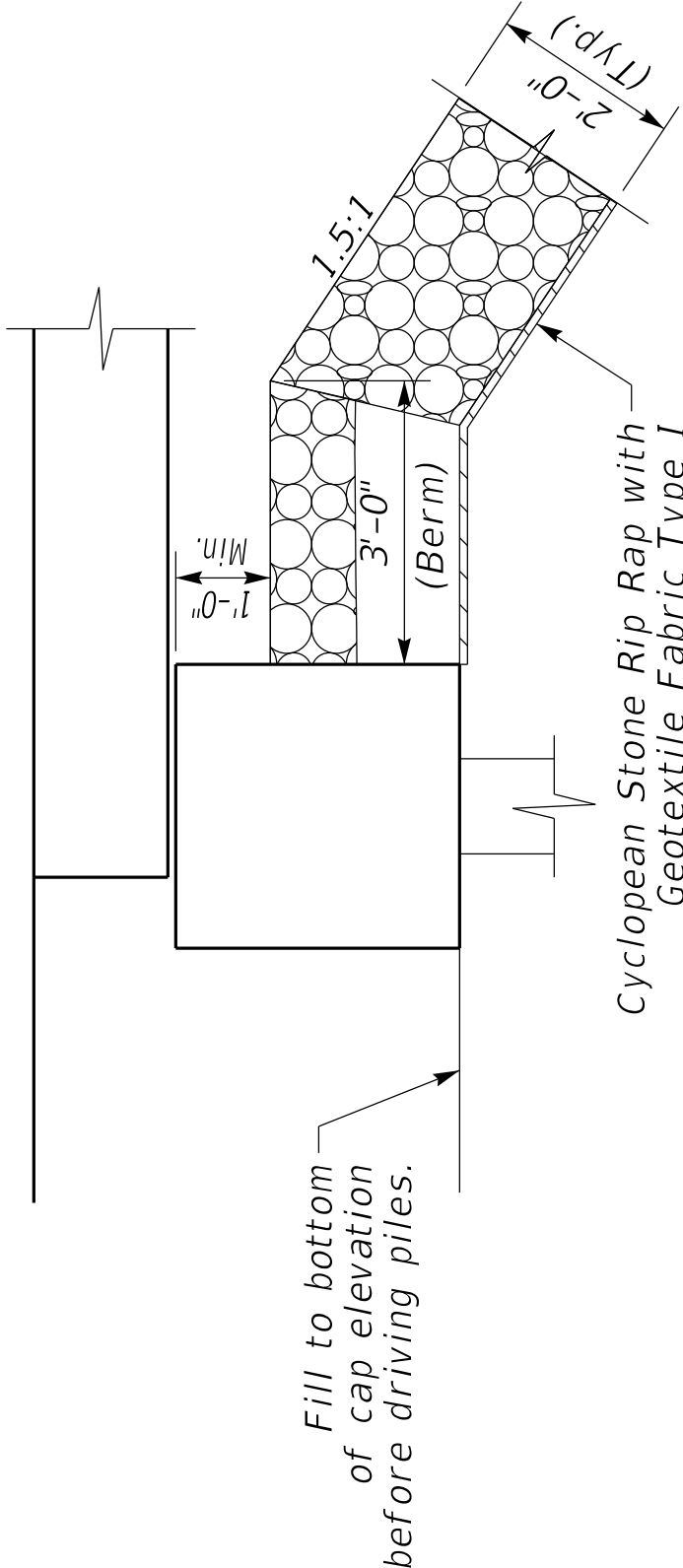


NOTE:
Trim A4-A6 bars as necessary.

ELEVATION

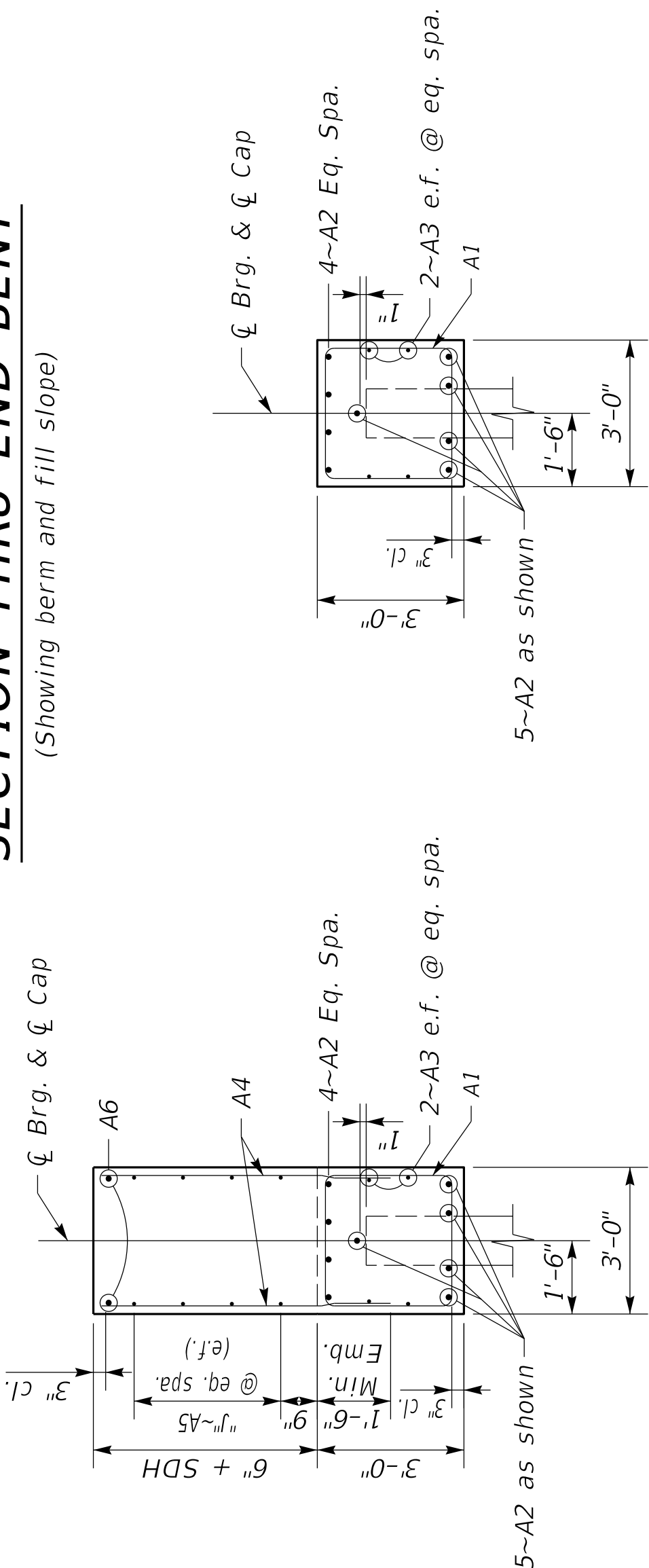
*Expansion Joint Material:
AASHTO M153
Type-I Sponge Rubber
Type-II Cork permitted with contractor provided documentation that the Build America Buy America requirements are satisfied.

- NOTES:**
- Conform to KYTC Standard Specifications, Current Edition.
 - Concrete to be Class "A", 3500 psi.
 - Rebar to be epoxy coated A615, Grade 60.
 - Maintain 2" clear cover to reinforcement unless otherwise noted.
 - End Bents are designed for the maximum span of the following steel and concrete beams as shown in the current standards:
H1 - B12, CB12, B17, CB17, B21 or rolled steel beams up to 16' nominal depth.
H2 - CB21, B27, CB27, B33 or rolled steel beams up to 24" nominal depth.
H3 - CB33, B42, CB42 or rolled steel beams up to 36' nominal depth.
 - Piles may be HP12x53 or 16" Steel Pipes with 1/2" wall thickness.
 - Piles driven to rock must be driven to Refusal. Friction Piles must be driven to (Pile Load/0.4) using the Gates Method.
 - Pile load given is Factored Strength Load.
 - Piles must be driven a minimum of 20' into existing ground or to refusal on bedrock. Piles at wet crossings must be driven to 20' below stream bed or to refusal on bedrock. A minimum pile length of 30' is required in all circumstances.
 - Contractor shall provide a hammer capable of driving the piling to refusal or capacity without encountering excessive blow counts or damaging the pile. Contractor shall be responsible for all damaged piling.



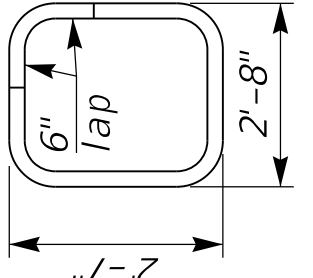
SECTION THRU END BENT

(Showing berm and fill slope)



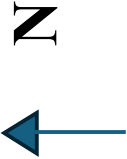
SECTION A-A

SECTION B-B



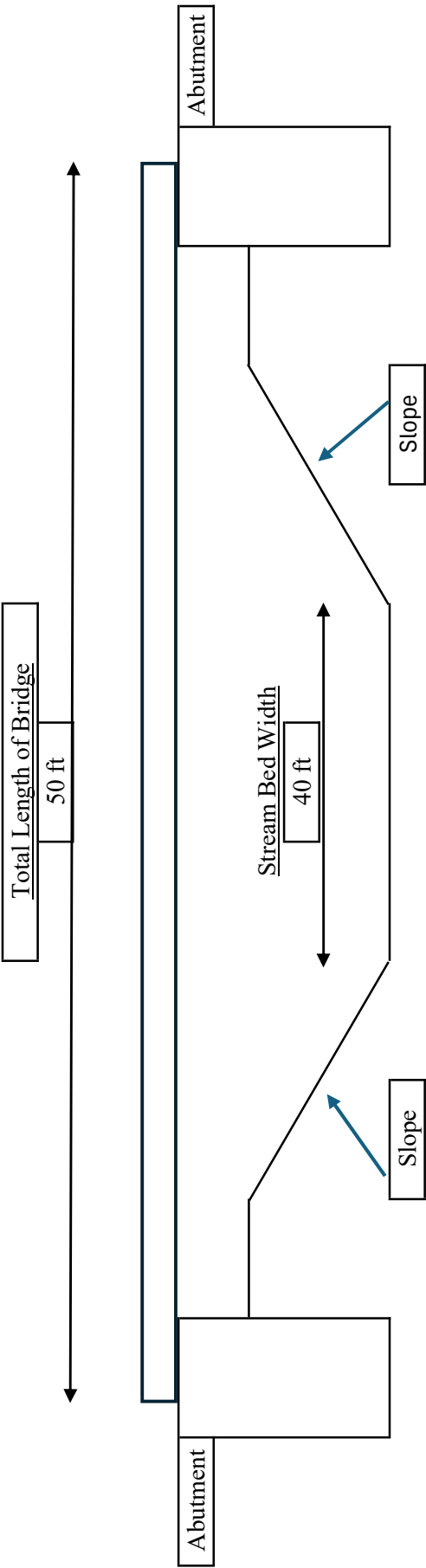
A1 Bar
~Size #5~

SUBMITTED _____ DIVISION DIRECTOR _____ DATE 10/25/2024



County Bridge Standard Template

Due to the cost of rehabilitation/repairs, it would be more economical for a total replacement of the existing structure.



Agenda Action Form

Paducah City Commission

Meeting Date: July 28, 2026

Short Title: Authorize the Application and Acceptance of a Kentucky State Homeland Security Grant in the amount of \$56,500 - **B. LAIRD**

Category: Municipal Order

Staff Work By: William
Hodges, Hope Reasons
Presentation By: Brian Laird

Background Information: The Homeland Security Grant Program (HSGP) is an annual federal grant from the United States (U.S.) Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) intended to strengthen and enhance the nation's capacity and capability to prevent, prepare for, protect against, and respond to acts of terrorism and other catastrophic events. SHSGP supports the implementation of risk-driven, capabilities-based State Homeland Security Strategies to address capability targets. SHSP funding helps government agencies in addressing capability gaps identified through the Threat and Hazard Identification and Risk Assessment (THIRA)/StatePreparedness Report (SPR) process, as well as prioritize resources towards high-impact security focus areas. SHSGP aims to build a cohesive and collaborative approach to homeland security by promoting national preparedness and resilience.

The Paducah Police Department is requesting \$56,500 for bomb squad equipment upgrades including a new remote firing system and new SCBA tanks, face pieces, regulators, and air packs. No matching funds are required for this grant.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the application and acceptance of the State Homeland Security Grant and for the Mayor to sign all documentation related to same.

Attachments:

1. MO - app & award – Kentucky State Homeland Security Grant – PD – bomb squad equipment 2026

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR THE HOMELAND SECURITY GRANT PROGRAM (HSGP) FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR BOMB SQUAD EQUIPMENT UPGRADES IN THE AMOUNT OF \$56,500, ACCEPTING ANY GRANT FUNDS AWARDED BY THE STATE HOMELAND SECURITY GRANT, 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 to obtain a Kentucky State Homeland Security Grant in the amount of \$56,500 for bomb squad equipment upgrades including a new remote firing system and new SCBA tanks, face pieces, regulators and air. There is no local required for this grant.

SECTION 2. That the City of Paducah hereby authorizes the acceptance of any and all grant funds awarded by the United States Department of Homeland Security Federal Emergency Management Agency for a Kentucky Statement Homeland Security Grant and authorizes the Mayor to execute the Grant Agreement and all related documents.

SECTION 3. 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, July 28, 2026

Recorded by Lindsay Parish, City Clerk, July 28, 2026

\\mo\grants\app & award – Kentucky State Homeland Security Grant – PD – bomb squad equipment 2026

Agenda Action Form

Paducah City Commission

Meeting Date: July 28, 2026

Short Title: Authorize the Application and Acceptance of a Kentucky State Homeland Security Grant in the Amount of \$286,332 - **B. LAIRD**

Category: Municipal Order

Staff Work By: Jordan
Murphy, Hope Reasons
Presentation By: Brian Laird

Background Information: The Homeland Security Grant Program (HSGP) is an annual federal grant from the United States (U.S.) Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) intended to strengthen and enhance the nation's capacity and capability to prevent, prepare for, protect against, and respond to acts of terrorism and other catastrophic events. SHSGP supports the implementation of risk-driven, capabilities-based State Homeland Security Strategies to address capability targets. SHSP funding helps government agencies in addressing capability gaps identified through the Threat and Hazard Identification and Risk Assessment (THIRA)/StatePreparedness Report (SPR) process, as well as prioritize resources towards high-impact security focus areas. SHSGP aims to build a cohesive and collaborative approach to homeland security by promoting national preparedness and resilience.

The Paducah Police Department is requesting \$286,322 for a mobile command center. The command center would be rapidly deployed in the event of a critical incident. It would work for large-scale community events like BBQ on the River and the quilt show. It would also provide on-scene security and protection, allowing the police department to monitor cameras, develop and execute operation plans, etc., from an on-site location. No matching funds are required for this grant.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the application and acceptance of the KSHS Grant and authorize the Mayor to sign all documentation related to same.

Attachments:

1. MO app & award – Kentucky State Homeland Security Grant – PD – mobile command center 2026

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR THE HOMELAND SECURITY GRANT PROGRAM (HSGP) FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR A MOBILE COMMAND CENTER TO BE USED BY THE PADUCAH POLICE DEPARTMENT IN THE AMOUNT OF \$286,332, ACCEPTING ANY GRANT FUNDS AWARDED, 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 to obtain a Kentucky State Homeland Security Grant in the amount of \$286,332 for a mobile command center to be used by the Paducah Police Department. There is no local match required for this grant.

SECTION 2. That the City of Paducah hereby authorizes the acceptance of all grant funds awarded by the United States Department of Homeland Security Federal Emergency Management Agency through a Kentucky State Homeland Grant and authorizes the Mayor to execute the Grant Agreement and all related documents.

SECTION 3. 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, July 28, 2026

Recorded by Lindsay Parish, City Clerk, July 28, 2026

\\mo\grants\app & award – Kentucky State Homeland Security Grant – PD –mobile command center 2026

Agenda Action Form

Paducah City Commission

Meeting Date: July 28, 2026

Short Title: Authorize City Manager to release RFQ for design of new police facility - **B. LAIRD**

Category: Municipal Order

Staff Work By: Brian

Laird

Presentation By: Brian

Laird

Background Information:

The City of Paducah purchased 7.99 acres in March 2026 and is seeking to build a new police facility at 3047 Jackson Street. The City is seeking a Project Architect to design this facility and be an owner representative during construction of the Project.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve release of the RFQ

Attachments:

1. MO RFQ design of new policy facility
2. RFQ-2026 Police Facility -final

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO
RELEASE A REQUEST FOR QUALIFICATIONS FOR THE DESIGN OF A NEW
POLICE DEPARTMENT FACILITY

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City Manager is hereby authorized to issue a Request for Qualifications for professional architectural services related to the design and construction of a new police facility to be located at 3047 Jackson Street. The requested services may include architectural and engineering design, preparation of construction documents, assistance with procurement, and representation of the City during construction of the project.

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, July 28, 2026
Recorded by Lindsay Parish, City Clerk, July 28, 2026
MORFQ design of new police facility

**City of Paducah, Kentucky
REQUEST FOR QUALIFICATIONS**

RFQ: 2026-NEW POLICE FACILITY

Project/Site Location: 3047 Jackson Street, Paducah

CONTACT PERSON

Brian Laird
Chief of Police
270-444-8590
blaird@paducahky.gov

SCHEDULE OF EVENTS

Date Issued:	Wednesday, July 29, 2026
Last Day for Questions:	Wednesday, August 12, 2026, at 12 noon CST
RFQ Proposal Due Date:	Wednesday, August 26, 2026, at 4:30 p.m. CST

PLEASE NOTE: IF DOCUMENTS ARE DOWNLOADED FROM THE CITY OF PADUCAH WEBSITE, RESPONDENT IS RESPONSIBLE FOR OBTAINING ANY ADDENDA EITHER THROUGH UPDATES ON THE WEBSITE, OR BY CONTACTING THE CITY CONTACT PERSON LISTED ABOVE.

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SECTION NO. 1- INVITATION

The City of Paducah, Kentucky, is seeking sealed Statements of Qualification (SOQ) from qualified professional design services firms (Firm) for a project architect to design a new police facility.

Submitting firms should have extensive experience in designing modern police facilities. They should also be able to demonstrate and discuss previous projects with a very high level of customer satisfaction with the design and construction oversight services. Principals of interested firms must be appropriately licensed and registered in the Commonwealth of Kentucky to provide the requested services.

The selected design Firm will work with the City to develop programming, space planning, site planning, and full architectural and engineering design. The project will emphasize security, operational efficiency, long-term sustainability, and a welcoming environment for both staff and the public.

SECTION NO. 2- BACKGROUND

The City of Paducah purchased 7.933 acres in March 2026 to build a new police facility. The property is located at 3047 Jackson Street, Paducah.

SECTION NO. 3- PROJECT DESCRIPTION

The City of Paducah is seeking to build a new police facility to be located on real property located at 3047 Jackson Street, Paducah. The Owner is seeking a Project Architect to design this facility and be an owner representative during the construction of the Project.

- The new police facility will be approximately 40,000 square feet in size.
- The design must incorporate all the main functions of a modern police facility.
- An indoor shooting range, along with garage space for specialty vehicles, training, and storage are desired.

SECTION NO. 4- STATEMENT OF QUALIFICATIONS

Statements of qualifications are for a Project Architect and shall include the following:

- History of the professional design firm;
- Location of the firm and distance to Project site/location;
- Description of the firm's facilities and equipment;
- Names and experience of owners, principals, and key personnel in the firm.
- Names, education, technical training, experience, and any specific technical expertise of the architect of record, other architects and design professionals, and other key technical personnel to be assigned to the Project;
- Technical knowledge/expertise of the firm and individuals assigned to the Project regarding specific police facility requirements and needs.
- The experience of the firm and architect of record, other architects and design professionals, and other key technical personnel assigned to this Project in performing/providing:
 - Professional design services for the construction of a police facility;
 - Architectural schematic design;
 - Design Development;
 - Construction Documents; and,
 - Construction Administration, observation, and oversight on behalf of an owner.
- The experience of the firm in performing:
 - Police station design and construction projects;
 - Services of an owner representative on a construction project; and,
 - Design and construction administration, observation, and oversight on behalf of an owner.
- Capacity to accommodate the project within the firm's current workload and availability of staff, facilities, and equipment.
- Ability, methods to control, and experience in controlling project budget/costs.
- Ability, methods to meet, and experience in meeting project deadlines.
- Previous work performed for the Owner.
- Previous work performed for any other Kentucky municipal police departments.
- References (Total of 3 within the last 5 years).
- Any other information required by this RFQ.

SECTION NO. 5- PROFESSIONAL DESIGN SERVICES

The following professional design services are required for the Project:

- Services of a professional architect/architectural firm.
- Technical knowledge/expertise of specific modern police facility requirements and needs.
- Prior experience in police facility design and construction projects.
- Drafting and preparation of architectural, technical, and construction plans, drawings, and specifications to construct a new police station facility.
- Cost estimating.
- Drafting/provision of bid/contract documents to obtain the services of a general contractor (single prime contractor) for the Project and to construct the new police facility.
- Serving as the Owner representative during the construction of the Project and being a liaison between the Owner and the contractor during construction. Architect and/or any individual(s) assigned to be the Owner representative and liaison shall remain the same and retain their same assignments until the Project is fully finished and a certificate of completion has been recorded.
- Design and construction administration, observation, and oversight of the Project on behalf of the Owner. Architect and/or any individual(s) assigned to administer, observe, and oversee construction of the Project shall remain the same and retain their same assignments until the Project is fully finished and a certificate of completion has been recorded.
- Regular meetings with and reporting to the Owner on the Project and its status.
- Appearance, as requested by the Owner, at public meetings of the City of Paducah.

SECTION NO. 6- REQUIRED QUALIFICATIONS

An architect/ firm must have the following qualifications for the project:

- The architect of record and all other architects assigned to the Project and performing design services shall be registered/licensed under KRS statutes.
- Prior favorable experience with:
 - Police facility design and construction projects;
 - Serving as owner representative during project construction, and
 - Design and construction administration, observation, and oversight on behalf of an owner.
- Competence in performing the required professional design services as indicated by the technical training, education, and experience of the firm's personnel, especially the technical training, education, and experience of the employees within the firm who would be assigned to perform the services.
- Ability and capacity of the firm in terms of its workload and the availability of qualified personnel, equipment, and facilities to perform the required professional design services competently and expeditiously.

- Favorable past performance of the firm as reflected by the evaluations of previous clients with respect to such factors as control of costs, quality of work, and meeting of deadlines.
- Ability to control budget/costs.
- Ability to comply with deadlines.
- Capacity to accommodate the project within the firm's current workload.
- Availability of staff, facilities, and equipment for this project.
- Ability to meet all the requirements contained in this RFQ

SECTION NO. 7- SUBMITTAL REQUIREMENTS

Firms interested in this project should submit a Statement of Qualifications (SOQ) in five (5) hard copies **by 4:30 p.m. CST on Wednesday, August 26, 2026**. Comb binding is preferred. Firm's submission must conform to the following: All sets must be appropriately labeled. Each set shall be organized using the tabs specified below. Firm(s) will be selected through a qualifications-based selection process based on the criteria below.

Submittals must be received by the specified date and time. On the submittal package, please display: **Firm Name, Project Title, and RFQ number**. All submittals shall be addressed to:

**City of Paducah
Attn: RFQ 2026-New Police Facility
City Clerk's Office
300 South 5th Street
P.O. Box 2267
Paducah, KY 42002**

REQUIRED FORMAT, PAGE REQUIREMENTS

Submittal Cover Letter: one (1) page cover letter, two (2) pages of financial information

TAB A: Project Experience (three (3) pages per project, maximum of five (5) projects)

TAB B: Past Performance Letters of Recommendation (one per project identified in TAB A)

TAB C: Key Project Personnel Resumés (one page per resumé, **plus organizational chart**)

TAB D: Method of Approach (**maximum 10 pages**)

Adherence to the maximum page criterion is critical: each page side (maximum 8 ½" x 11") with criteria information will be counted. Pages with project photos, charts, and/or graphs will be counted towards the maximum number of pages. Front and back covers, Table of Contents, and divider (tab) pages will not be counted unless they include qualification information that the selection panel could consider. Resumés should provide information for key project staff (no company profiles) and not include project pictures or general firm details. Any additional company or non-key staff information in the resumé section will be counted against the maximum page allowance. Do not submit additional information not listed herein. Font size may not be less than 11 point.

COVER LETTER

Within the one-page cover letter, include:

- Firm's full legal company name and DBA (if applicable)
- Address
- Phone number
- Website
- Firm's Federal tax identification number (EIN)
- Name & contact information of the project manager who will be tasked with the completion of the scope of services described herein
- Brief statement of your understanding of the scope of work to be performed
- Confirmation that you understand that you will be required to obtain a Paducah Business License to perform work, and the business license will need to be kept current throughout the contract.
- Confirmation that, if awarded the contract, you acknowledge the complete responsibility to fulfill the entire contract, including any payments of all charges associated with the contract.
- Any litigation and/or claims currently against your firm.
- Confirmation that you are authorized to make the proposed offer.

TAB A: PROJECT EXPERIENCE (30 POINTS)

Identify at least one (1) but no more than five (5) relevant projects. Demonstrate the experience your firm and/or proposed team, including key sub-consultants, has on projects same/similar to that described in the solicitation for the same/similar services. Identical and/or similar services are defined as the following:

1. Design and/or construction of Police Departments/Facilities as described in the project description.
2. Projects procured using the Design-Bid-Build method will be considered more than projects using alternative delivery methods.
3. Please include graphic examples of completed work on the identified projects (gate-folded 11" x 17" pages are acceptable and count toward the three (3) page maximum for each project).
4. Please include pre-project fee estimate, construction contract award amount, and final project costs for each project.

TAB B: PAST PERFORMANCE LETTERS OF RECOMMENDATION (10 POINTS)

Please provide letters of recommendation from the projects listed in TAB A.

TAB C: EXPERIENCE OF KEY PERSONNEL (30 POINTS)

The Firm must provide resumé data for the following key project personnel: Lead Project Manager, Civil/Site Engineer and Architect of Record (if different from the lead. All applicable positions noted must be licensed in the Commonwealth of Kentucky.

The Firm may also include resumé data for other personnel that they consider key for a successful project. Resumé information to be provided shall be limited to no more than one (1) page per person and shall include the following information at a minimum:

- a) Name and title

- b) Project assignment
- c) Name of firm with which associated
- d) Years of experience with this firm and with other firms
- e) Active professional registrations, year first registered, if applicable
- f) Other experience and qualifications relevant to the identical/similar described in TAB A or other relevant projects/work required under this contract
- g) Education: degree(s), year, specialization, if applicable

Include an organizational chart (maximum two (2) pages) at the end of this tab; a chart may be submitted in 11" x17". Provide an organizational chart that depicts the project team organization and lines of authority. Indicate superior/subordinate reporting relationships; provide names and titles of key project personnel. Include, if applicable, key project personnel from major sub-consultants who would contribute to significant portions of any work associated with this project.

TAB D: METHOD OF APPROACH (30 POINTS)

Project Approach and Schedule

1. Provide a list of services to be provided by your team.
2. Confirm that you have sufficient capacity to take on the design, project management, and construction administration services described in the scope of services herein, and a project manager to inform the city project team.
3. Identify services provided by your firm and services provided by an outside consultant on behalf of your firm. Please ensure the firm's qualifications are substantiated in your SOQ and your interview, if your firm is selected as a finalist.
4. Clearly describe your unique approach, methodologies, knowledge, and capability to perform the scope of services described herein.
5. Please provide examples of any value-based design/engineering your firm has successfully recommended for adoption.
6. Describe any experience supporting your ability to handle the proposed work successfully.
7. Describe any specialized knowledge you may possess for successfully designing and administering the project's construction.
8. Include a detailed anticipated schedule (11" x17" may be used).
9. Outline management tools, techniques, and procedures to maintain project schedules and budgets.
10. Describe your firm's approach to identifying key issues and your approach to recommending corrective actions.

SECTION NO.8- SELECTION PROCESS

Review: A Selection Committee will review, evaluate, and score the RFQ responses per the standards and evaluation criteria established above. The City anticipates awarding a Professional Services Contract to the firm it considers to be most qualified for the successful execution of this project.

Finalists: This Request for Qualifications (RFQ) is being conducted pursuant to 40 U.S. Code §1101 et seq. The process will be to evaluate and score the qualifications submitted in response to this RFQ, then rank the firms in descending order of score into a short list of finalists.

Interviews: The short-listed firms will be asked to make a presentation and answer questions related to the project. The Selection Committee will focus on ensuring that the successful firm's experience and qualifications match the City's New Police Facility project.

Selection: The Selection Committee will determine the most qualified firm from the short list of finalists based on the criteria referred to herein.

Contract Negotiations: The City of Paducah will enter into contract negotiations with the preferred firm soon after the selection process is completed. The finalists not selected will be placed on standby pending the successful completion of contract negotiations and the ratification of the contract by all parties.

Recommendation: After the contractual negotiations are completed, the selection committee will recommend the selected firm to the Board of Commissioners.

Approval: The City of Paducah Board of Commissioners must approve the contract before the City ratifies it.

SECTION NO.9- TIMELINE

1. RFQ Issued

This RFQ is officially issued on Wednesday, July 29, 2026.

2. Question and Answer Period and Protocol

Please direct all inquiries about this project via email only to Brian Laird, Police Chief at blaird@paducahky.gov. Please mark your email inquiries as "RFQ 2026-New Police Facility Inquiry" in the subject line. The City Project Team will respond to your questions in writing as soon as possible. The deadline for questions is set for **Wednesday, August 12, 2026, at 12 noon CST**. All inquiries and the responses provided about each inquiry will be available on the City's website (<http://paducahky.gov/request-bids-or-proposals>) and will be updated as needed. All responses will come from **Brian Laird, Police Chief**. All addenda will be posted to the City's website, and the respondent must check for addenda before submission of the SOQ.

3. Statement of Qualifications (SOQ) Due

Your completed SOQ is due to the City of Paducah by the end of business day (**4:30 p.m. CST**) on **Wednesday, August 26, 2026**. Please submit five (5) hard copies of your submittal for our review. Please mail or hand deliver your submittal to:

**City of Paducah
Attn: RFQ 2026-New Police Facility
City Clerk's Office
300 South 5th Street
P.O. Box 2267
Paducah, KY 42002**

NO ELECTRONIC SUBMITTALS WILL BE ACCEPTED. No late submissions will be accepted.

4. Oral Presentation Interviews

Interviews will be conducted for short-listed firms. The interviews will be limited to one (1) hour per firm. The firm will be required to provide an oral presentation supplemented with PowerPoint, demonstrating its related experience and outlining its strategy to meet the City of Paducah's needs successfully. All of the firm's members who are essential to the project should be in attendance for the interview. The interviews will be conducted at Paducah City Hall, 300 South 5th Street, Paducah, KY 42003.

5. Board of Commissioners Presentation and Project Award

The selected firm will be required to present to the Paducah Board of Commissioners at a regularly scheduled meeting outlining its qualifications and plan for designing the City's New Police Facility.

SECTION NO. 10- ADDITIONAL INFORMATION

City Rights. The City of Paducah reserves the right to accept any proposals. All proposals become the property of the City of Paducah. At its sole discretion, the City of Paducah reserves the right to terminate this process at any time or reject any proposals without penalty before executing an agreement with the selected firm. Any agreement from this process shall be made in the City's best interests.

Acceptance of Evaluation Methodology. By submitting its Statement of Qualifications in response to this RFQ, the respondent acknowledges and accepts the evaluation process, the established criteria and associated point values, and that the determination of the "most qualified" firm will require subjective judgments by representatives of the City of Paducah.

Release of Project Information. After the deadline for SOQ submission, the City shall release all public information concerning this project, including selection announcements and contract awards, other than any information. Those desiring to release information to the public must receive prior written approval from the City.

Contact with City Employees and Elected Officials. All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, City Elected Officials, Department Directors and other City staff. This policy is intended to create a level playing field for all potential firms, ensure that contract decisions are made in public, and protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified below.

Compliance with Law. The selected firm agrees to be bound by all Federal, State, and local laws, regulations, and directives as they pertain to the performance of the agreed-upon contract and the New Police Facility Project.

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

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

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

Examination of Specifications and Project Site. Before submitting a Statement of Qualifications, each firm should carefully examine the specifications and visit the project site. Each firm should fully inform themselves prior to submittal as to all existing details of the project and the grant program. The submission of a SOQ will be construed as conclusive evidence that the submitter has made such an examination.

Questions. Questions pertaining to this selection process or contract issues should be directed **VIA EMAIL ONLY** to **Brian Laird, Police Chief** at blaird@paducahky.gov. All questions must be received by **Wednesday, August 12, 2026, at 12 noon CST**. Please clearly mark your email inquiries as **"RFQ 2026- New Police Facility"** in the subject line. Responses to questions that materially change the scope or intent of this RFQ will be issued via addendum on the City of Paducah's website. The City will not notify respondents of the posting of addenda. Therefore, it

is the respondents' sole responsibility to check the website periodically for all issued addenda. Failure to include an acknowledgment of all addenda may be cause for rejection

Agenda Action Form

Paducah City Commission

Meeting Date: July 28, 2026

Short Title: Approve Lease Agreement with the W.C. Young Community Center - **M. SMOLEN & C. YARBER**

Category: Municipal Order

Staff Work By: Michelle
Smolen, Chris Yarber
Presentation By:

Background Information: This agenda item is to approve the new lease with the W.C. Young Community Center. The term is for three years with a two year renewal. The lessee shall pay \$1 annually for the building. The lessee is also responsible for the exterior landscape and interior maintenance. The City is responsible for the roof, exterior walls, sidewalks, structural components and major repairs to critical building systems over \$1,500. The lease also includes a planned interior renovation to the Community Center that is estimated to be \$125,000 and completed by June 30, 2027.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority: [Commission Priorities List](#)

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve Lease Agreement with the W.C. Young Community Center

Attachments:

1. MO Lease- W. C. Young
2. WC Young Lease Final

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE W. C. YOUNG COMMUNITY CENTER AND THE CITY OF PADUCAH FOR LEASE OF THE W. C. YOUNG COMMUNITY CENTER LOCATED AT 505 SOUTH EIGHTH STREET, PADUCAH, KENTUCKY

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized and directed to execute a Lease Agreement between W. C. Young Community Center and the City of Paducah, Kentucky in substantially the form attached hereto and made part hereof (Exhibit A).

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, Clerk

Adopted by the Board of Commissioners, July 28, 2026
Recorded by Lindsay Parish, City Clerk, July 28, 2026
\\mo\Lease- W. C. Young

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2026, by and between **CITY OF PADUCAH, KENTUCKY**, hereinafter referred to as "LESSOR," and the **W. C. YOUNG COMMUNITY CENTER**, hereinafter referred to as "LESSEE":

W I T N E S S E T H :

WHEREAS, Lessor is owner in fee of a tract of real property located at 505 South 8th Street, Paducah, Kentucky, upon which tract is located a building known as the W.C. Young Community Centers; and

WHEREAS, it is the desire, intent and plan of Lessee to lease from Lessor said tract of property, together with the building thereon; and

WHEREAS, it is now the express intent of the parties hereto to enter into a lease which will set out the terms, conditions and covenants of the parties' contractual relationship as to the aforesaid real property and building.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions herein set forth and contained, Lessor and Lessee contract and agree as follows:

ARTICLE I **PREMISES - USE**

1.1 Leased Premises. Lessor hereby leases, demises and lets unto Lessee and Lessee hereby leases and lets from Lessor a certain parcel and tract of land, together with improvements and facilities thereon, lying and being in Paducah, McCracken County, Kentucky, and more particularly located at 505 South 8th Street, Paducah, Kentucky, all of which is hereinafter referred to as the "premises".

1.2 Condition of Premises. Lessee has inspected the premises and found the same to be in good condition and repair. Lessor hereby disclaims any and all warranties of fitness, operable condition and condition of repair. Lessee accepts the premises "AS IS", subject only to the Lessor Improvements to be made pursuant to section 4.5 below.

1.3 Use of Premises. The premises shall be occupied and used by the Lessee only for recreational purposes and uses deemed necessary and desirable in the interests of the general welfare of the public. The premises shall not be used for any other purpose without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

Lessee agrees that Lessor may use the premises, at no charge, for meetings and events as coordinated in advance with Lessee.

1.4 Restricted Covenants. Lessee covenants that any, every and all uses of the premises hereunder shall comply with all applicable federal, state and local laws and applicable deed restrictions.-

1.5 Date of Possession. Lessee shall be entitled to possession of the premises on the effective date of this agreement.

ARTICLE II **LEASE TERM**

2.1 Primary Term. The primary term of this Agreement shall be for a period of three (3) years from and after the effective date of this agreement, unless otherwise terminated as provided herein.

2.2 Renewal Term. Provided Lessee is not in default and this Agreement is otherwise in full force and effect, Lessee shall have the option to renew this Agreement upon the terms and conditions as set forth herein for one (1) additional renewal term of two (2) years. Lessee shall exercise its renewal option by delivering to Lessor written notice of its intent to exercise the same at least three (3) months prior to the expiration of the primary term.

ARTICLE III **RENTALS**

3.1 Primary and Renewal Term Rental. Lessee shall pay to Lessor as rental payment an amount equal to One Dollar (\$1.00) per year for each year of the primary or any renewal term. Said rentals shall be paid in advance and on each anniversary date of this agreement. Lease payments shall be made to Lessor in care of the Public Works Department, 1120 North 10th Street, Paducah, KY 42001.

ARTICLE IV **MAINTENANCE, REPAIRS AND IMPROVEMENTS**

4.1 Maintenance and Repair. Lessor shall be responsible for maintenance of the roof, outside walls, sidewalks, and other structural parts of the building. Lessor shall also be responsible for major repairs to the heating and air conditioning system, electrical system, and plumbing. The term "major repairs" shall be defined as repairs costing over \$1,500.00. Any dispute regarding a "major repair" which cannot be resolved by the administrative staff of the Lessee and Lessor will be decided unilaterally by the Paducah City Commission. Lessor shall not be required to make any repairs to the roof, outside walls, heating and air conditioning system, electrical system, or plumbing or the structural components thereof when such repairs are

necessitated by the fault, act, or negligence of Lessee or any of its employees, agents, invitees, or customers.

Lessee shall be responsible for all other items of maintenance. Lessee shall keep the leased premises in good condition and repair, including, but not limited to, wall and floor coverings, heating and air conditioning systems, electric lights, light fixtures, wiring, plumbing, doors and windows, paint, and inside maintenance. Lessee shall also be responsible for landscaping, and shall keep the entire leased premises clear, mowed, orderly and free of debris and waste materials. Lessee shall remove from the premises as soon as reasonably possible all garbage, trash, and any and all other waste materials and shall at all times keep the leased premises in a clean and sanitary condition.

All repairs, replacements, maintenance and restoration required of Lessee shall be promptly commenced and diligently prosecuted to completion. All repairs and replacements shall be made in a good and workmanlike manner and shall use materials at least equal in quality to the replaced materials when new.

4.2 Lessor's Right to Repair. In the event that Lessee fails to promptly effectuate any repair or maintenance which it has assumed herein within a reasonable time from when such need arose, or to timely pay and satisfy any cost or expense relating thereto, Lessor may, at its option, and in addition to any other remedy Lessor may have, effectuate such repair or maintenance, or pay and satisfy the costs and expenses, with all costs of such repair, maintenance or payments made to be the sole responsibility of Lessee. Upon demand, Lessee shall pay promptly to Lessor all costs incurred for such repair, maintenance or payments made for same.

4.3 Inspections. Lessor and Lessee agree that Lessor shall conduct quarterly inspections of the premises for purposes of assessing opportunities for preventative maintenance. Inspections shall be coordinated in advance between Lessor and Lessee.

4.4 Utilities and Services. The premises are presently serviced with all necessary utilities. Lessee shall be responsible for servicing the premises with any other utilities that Lessee may desire. It is expressly understood by and between the parties that Lessee shall be solely and exclusively responsible for and shall assume the payments of all monthly charges for these utilities which are provided to the premises and shall fully indemnify and save Lessor harmless for and against any and all liability for any of such costs or charges. Lessee shall promptly pay all monthly charges as the same become due.

4.5 Lessor Improvements. Lessor intends to make various interior updates to the premises during the term of the lease, including upgrading the bathrooms and kitchen, painting walls, and updating the flooring and ceilings. All costs associated with such improvements shall be borne by Lessor. Lessee agrees to coordinate with Lessor to facilitate such improvements, including providing access to the premises upon Lessor's request and assisting with cleaning out

the building in preparation for such renovations. Lessor and Lessee agree to work together and use best efforts to minimize the impact of the renovation project on Lessee's operations. It is anticipated that such improvements shall be completed by June 30, 2027.

4.6 Notice and Submission of Plans for Improvements. Lessee may make, or cause to be made, on the herein leased premises such improvements as may be necessary or appropriate in connection with the carrying on and efficient operation of Lessee's business, subject to the reasonable approval of the Lessor. Prior to the commencement of any construction at or upon the premises, Lessee shall first cause Lessor to be given written notice of the nature and extent of any specific improvements to be undertaken. All construction, alterations or improvements made to the premises shall at once become a part of the premises and become the property of the Lessor.

4.7 Signs. Lessee shall be entitled to erect, maintain and install upon the premises identification and advertising signs appropriate to its business, subject to the reasonable approval of Lessor.

4.8 Lien Claims. Lessee hereby covenants to unconditionally indemnify Lessor against and save it harmless from any and all lien claims of any nature whatsoever arising out of the use and occupancy of the premises or in any manner connected with the construction, installation, erection, maintenance and/or repair of any improvements, facilities and/or equipment effectuated by Lessee or any third persons on or about the premises, and Lessee further agrees that it shall, in the event of any such liens are filed, forthwith effect the removal and/or satisfaction. At the request of Lessor, Lessee shall furnish Lessor with written proof of payment of any item which would or might constitute the basis for such lien on the leased premises if not paid.

ARTICLE V **INSURANCE AND INDEMNIFICATION**

5.1 Insurance. Lessee shall maintain fire and casualty insurance coverage on all improvements located upon the leased premises in an amount which is satisfactory to Lessor, which shall insure the Lessor as a loss payee and named insured.

Lessee also shall maintain comprehensive general liability coverage covering the leased premises, under which the Lessor will named as an additional insured, stipulating limits of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

Lessee shall also provide adequate and sufficient Workers' Compensation coverage at statutory limits.

Certificates evidencing the herein referenced insurance coverage which Lessee shall be responsible for shall be furnished to the Lessor annually. Lessor shall receive advance written notice from the insurer prior to any termination of such insurance policies.

5.2 Indemnification. Lessee hereby releases and discharges Lessor from and shall fully protect, indemnify and keep and save Lessor harmless from any and all costs, charges, expenses, penalties and damages imposed for the violation of any law or regulation of the United States, or the Commonwealth of Kentucky, County of McCracken or City of Paducah, incurred by any act or omission of Lessee or Lessee's representatives, assigns, agents, servants, employees, licensees, invitees, and any other person or persons occupying under Lessee; and Lessee shall further protect, fully indemnify and save forever harmless Lessor from any and all liability, costs, damage and expense, incident to injury (including injury resulting in death) of persons or damage to or destruction of property incident to, arising out of or in any way connected with Lessee's (and the others as herein referenced) use and occupancy or right of use and occupancy of the premises leased hereby, whether by omission or commission and irrespective of exclusive or nonexclusive rights therein, including but not limited to the operation of Lessee's business, Lessee's construction, erection, installation, existence, repair, maintenance, alteration and/or demolition of any improvements, its facilities and/or equipment or the conduct of any other activities.

ARTICLE VI **TERMINATION**

6.1 Termination. Upon the termination of this Agreement, however such termination may be brought about, whether by expiration of the terms hereof, or by cancellation, or otherwise, Lessee shall quit and surrender said premises to Lessor in good condition and repair. It is the express understanding of the parties hereto that upon termination of this Agreement, all structures, facilities, improvements and nonremovable fixtures brought upon or erected upon the premises by Lessee shall become the property of the Lessor, and that all other property used or brought upon the premises by Lessee shall remain the property of Lessee, subject to, however, any landlord lien of Lessor.

6.2 Events of Default. The following shall be "events of default" under this Agreement, and the terms "event of default" or "default" shall mean whenever they are used in the agreement any one or more of the following events:

- a. The insolvency, assignment for the benefit of creditors, adjudication as a bankrupt or the appointment of a receiver for substantially all of either Lessee's property and/or Lessee's interest in this Agreement;

- b. The issuance of execution against either Lessee's interest in this Agreement or any legal process which by operation of law would cause Lessee's interest in this Agreement to pass to any persons other than Lessee;
- c. The failure or refusal of Lessee to pay or cause to be paid any rental within ten (10) days of when the same becomes due or the failure or refusal of Lessee to timely pay or cause to be paid any insurance premiums, taxes, costs of repairs or maintenance, or any other charges as herein assumed by Lessee;
- d. In the event Lessee, before the expiration of said term, without the written consent of Lessor, vacates said premises or abandons possession thereof, or uses the same for purposes other than the purposes for which the same are hereby let, or ceases to use said premises for the purposes herein specified;
- e. Failure by the Lessee to perform any agreement, covenant, condition, obligation and/or undertaking herein contained or to observe or comply with any of the terms, provisions and conditions of this Agreement.

Upon termination of this Agreement, either by lapse pursuant to the terms of the same, or in the event of default as defined herein, Lessor may immediately, or at any time thereafter, reenter the premises without notice or demand, and remove all persons and things therefrom with or without legal process and without prejudice to any of Lessor's other legal rights, using such force as may be necessary or proper for the purpose.

If upon reentry there remains any abandoned personal property of the Lessee or of any other person upon the leased premises, the Lessor may take possession of such property and sell it at public or private sale with notice to the Lessee, and this right to take and sell shall be a prior lien and claim against the property; or the Lessor may, without obligation to do so, take possession of such property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners' thereof, and Lessee and the owner shall reimburse the Lessor for any expense incurred by the Lessor in connection with such removal or storage. If the Lessor elects to take possession of the property and sell it, the proceeds of such sale shall be the property of the City.

6.3 Holding Over. If Lessee shall, with the consent of Lessor, hold over after the expiration or sooner termination of any term of this lease, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, Lessee shall pay to Lessor the same rate of rental for the renewal term, and shall be bound by all of the provisions of this lease agreement. Such holding

over period may be terminated by either party upon thirty (30) days written notice of intent to so terminate.

6.4 Damage to Premises. In the event that the leased premises shall be totally destroyed by fire or the elements, or from any cause whatsoever, either party may elect within thirty (30) days after such destruction to terminate this lease, and if either party shall so elect, by giving to the other a written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the leased premises shall thereby only suffer partial destruction to any degree, and Lessee is able to continue on with its operations and Lessee's obligations hereunder shall continue and all terms and provisions of this Agreement shall be in full force and effect.

6.5 Waiver. Waiver by Lessor of any breach or default of this Agreement by Lessee shall not be deemed a waiver of similar or other breaches or defaults, nor shall the failure of Lessor to take any action by reason of any such breach or default deprive Lessor of the right to take action at any time when such breach or default continues. The rights and remedies created by this Agreement shall be cumulative and nonexclusive of those to which Lessor may be entitled at law and equity. Right of exercise of all such rights and remedies is hereby reserved by Lessor. The use and availability of one remedy shall not be taken to exclude or waive the right to use of another. In order to entitle any party to exercise any remedy reserved by it in this Agreement, it shall not be necessary to file any notice other than such notice as herein expressly required.

ARTICLE VII **CONDEMNATION**

7.1 Condemnation. In the event of any governmental condemnation of any part or all of the premises, should the portion of the premises taken in the condemnation substantially and adversely affect Lessee's operations thereon, Lessee may, at his option, terminate this Agreement upon 30 days written notice to Lessor, and thereafter, shall not be further liable for any subsequent rentals. Should the portion of the premises taken in the condemnation action not substantially and adversely affect Lessee's use and occupancy and his business operations, this Agreement shall continue in full force and effect according to the terms and provisions herein. Any compensation paid for the condemnation shall be deemed the property of Lessor.

ARTICLE VIII **MISCELLANEOUS**

8.1 Notices. All notices to be sent hereunder shall be sent to the following addresses:

LESSOR:

LESSEE:

Attn: City Manager
City of Paducah
P. O. Box 2267
Paducah, KY 42002-2267

Attn: Ericka Hudson, Board Chair
W.C. Young Community Center
505 S. 8th St
Paducah, KY 42003

8.2. Inspection of the Premises. Lessor, or its appointed employees or agents, shall have the right to come upon the premises upon reasonable notice and at reasonable times to examine and inspect the premises for purposes of insuring Lessee's compliance with the terms and provisions of this Agreement.

8.3 Taxes. Lessee shall be responsible for and shall promptly pay all state and local real ad valorem property taxes becoming due and payable against the leased premises, or the improvements and facilities erected or installed upon said leased premises and all other taxes which may be due and owing arising from the premises, the operations conducted on the premises, or otherwise.

8.4 Compliance with Laws. The Lessee shall at all times fully and promptly comply with all laws, ordinances and regulations and every lawful authority having jurisdiction of the premises, and as such shall relate to the cleanliness and use of the premises in the character and manner or operation of the business conducted on the premises.

8.5 Quiet Possession. Lessor covenants that during the entire term of this Agreement and for so long as Lessee shall make timely payments of rentals due hereunder and shall perform all covenants on its part to be performed, Lessee shall and may peacefully and quietly have, hold and enjoy the premises.

8.6 Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to the leasing and use of the premises and option to purchase. There are no representations, terms, conditions, covenants or agreements between the parties relating thereto which are not contained herein. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties pertaining to the leasing of the premises.

8.7 Captions. The article and paragraph headings and captions contained hereunder are included for convenience only and shall not be considered a part hereof or effect in any manner the construction or interpretation of this Agreement.

8.8 Severability. In the event any provisions of this Agreement shall be deemed null and void or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

8.9 Assignment. This Agreement may not be assigned by the Lessee without the express prior written consent of Lessor.

8.10 Successors and Assigns. The covenants, terms, and conditions and obligations set forth and contained in this Agreement shall be binding upon and inure to the benefit of the Lessor and the Lessee and their respective heirs, successors and assigns.

8.11 Effective Date. The effective date of this Agreement shall be on the date first above written.

WITNESS signatures of the parties as of the year and date first above written.

LESSOR:

LESSEE:

CITY OF PADUCAH, KENTUCKY

W.C. YOUNG COMMUNITY CENTER

By _____
George Bray, Mayor Ericka Hudson, Board Chair

By _____

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me this ___ day of _____ 2026, by George Bray, Mayor of the City of Paducah, on behalf of said city, Lessor.

My commission expires _____.

Notary Public, State at Large

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me this __ day of _____, 2026, by Ericka Hudson, Board Chair of the W.C. Young Community Center, on behalf of said entity, Lessee.

My commission expires _____.

Notary Public, State at Large

RESOLUTION

A RESOLUTION OF THE CITY OF PADUCAH, KENTUCKY, FORMALLY RECOGNIZING AND MEMORIALIZING AUGUST 8 OF EACH YEAR AS EMANCIPATION DAY IN THE CITY OF PADUCAH.

WHEREAS August 8, 1866, is historically recognized in Paducah, in Western Kentucky, and in many communities across the region as the date on which formerly enslaved people first learned of and celebrated their freedom; and

WHEREAS African American churches in Paducah, in Western Kentucky, and in many communities across the region were instrumental in the movement for equality and emancipation, serving as pillars of strength, faith, and community for their members and the community at large; and

WHEREAS Emancipation Day has been honored for generations in Paducah as a time for reflection, celebration, education, family reunions, and the recognition of the resilience, contributions, and cultural heritage of African Americans; and

WHEREAS the City of Paducah acknowledges the importance of preserving and uplifting the histories and traditions that shape the community, including those that highlight the struggle for freedom, justice, and equality; and

WHEREAS formally memorializing August 8 as Emancipation Day affirms the City's commitment to fostering inclusion, honoring local history, and supporting opportunities for residents to come together in celebration and learning; and

WHEREAS recognizing Emancipation Day aligns with the City of Paducah's ongoing efforts to promote civic pride, cultural understanding, and community engagement.

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

Section 1 The City of Paducah hereby formally recognizes and memorializes August 8 of each year as Emancipation Day in the City of Paducah.

Section 2 The City encourages residents, community organizations, and institutions to commemorate this day through events, educational activities, and celebrations that honor the history and legacy of emancipation.

Section 3 This Resolution shall be effective upon its adoption.

READ AND ADOPTED, this 28th day of July, 2026.

GEORGE P. BRAY, MAYOR

ATTEST:

LINDSAY PARISH, CITY CLERK

Resolutions/Emancipation Day Recognition on August 8

Agenda Action Form Paducah City Commission

Meeting Date: July 28, 2026

Short Title: Consensual annexation of 435 & 485 Berger Road - **J. FOWLER-SOMMER**

Category: Ordinance

Staff Work By: Carol Gault, Josh
Fowler-Sommer
Presentation By: Josh Fowler-
Sommer

Background Information: Mrs. Mary Foley of the Merryman House and Mr. Ken Stein of Mountain Comprehensive have both requested annexation into the City of Paducah. Please find the annexation requests and plat in your packets. The annexed area also includes the right-of-way of Berger Road and the closed/undeveloped ROW of Emmett Street, Grundy Street and Oak Street.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. Annex – Consensual - 435 and 485 Berger Road
2. Stein Annexation Request
3. Foley Annexation Request
4. 2026-026 Annex

ORDINANCE NO. 2026-____ - _____

AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY ANNEXING CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND ACCURATELY DEFINING THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS

WHEREAS, the properties, approximately 30.78 acres of land located at 435 and 485 Berger Road, are contiguous to the boundaries of the City of Paducah and particularly and accurately set out in the legal description below; and

WHEREAS, said property is suitable for development for urban purposes without unreasonable delay because of population density, commercial, industrial, or governmental use of land, or subdivision of land; and

WHEREAS, said property does not include any territory that is already within the jurisdiction of another incorporated city, or another county; and

WHEREAS, said property is not part of an agricultural district formed pursuant to KRS 262.850(10); and

WHEREAS, on March 3, 2026, Mary E. Foley, Executive Director of Merryman House Domestic Crisis Center, requested in writing to the Board of Commissioners through the Paducah Planning Department said consensual annexation of 435 Berger Road; and

WHEREAS, on March 30, 2026, Ken Stein, agent of Mountain Comprehensive Care Center, Inc., requested in writing to the Board of Commissioners through the Paducah Planning Department said consensual annexation of 485 Berger Road; and

WHEREAS, pursuant to KRS 81A.412, a city may annex any area that meets the requirements of KRS 81A.410 if each of the landowners in the area to be annexed gives prior written consent to the annexation; and

WHEREAS, the City issued notice of said execution to the McCracken County Fiscal Court on June 4, 2026.

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

SECTION 1. The City of Paducah, Kentucky, annexes into the corporate limits and makes a part of the City of Paducah, Kentucky, said real property being more particularly and accurately described as follows:

BEGINNING AT A POINT AT THE NORTHWESTERLY CORNER OF THE WYESHORE LLC PROPERTY (DEED BOOK 1532, PAGE 593) IN THE SOUTHERLY RIGHT-OF-WAY OF BERGER ROAD (R.O.W. VARIES), SAID POINT HAS THE KENTUCKY STATE PLANE, SINGLE ZONE COORDINATES OF NORTHING: 3558229.83, EASTING: 4078924.10, ACCORDING TO THE KENTUCKY CORS REAL-TIME NETWORK; THENCE, N 21° 30' 30" E, CROSSING

BERGER ROAD FOR A DISTANCE OF 46.69 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY OF SAID BERGER ROAD; THENCE, S 66° 31' 33ff E ALONG SAID NORTHERLY RIGHT-OF-WAY FOR A DISTANCE OF 147.07 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY OF GRUNDY STREET (40' TOTAL WIDTH); THENCE, N 22° 50' 05ff E ALONG SAID WESTERLY RIGHT-OF-WAY FOR A DISTANCE OF 852.78 FEET TO A POINT IN THE NORTHERLY LINE OF THE HOMEWOOD PROPERTIES INC (DEED BOOK 1513, PAGE 794) SAID POINT BEING IN THE SOUTHERLY RIGHT-OF-WAY OF EMMETT STREET (UNDEVELOPED) (60' TOTAL WIDTH); THENCE, N 66° 55' 03ff W ALONG SAID SOUTHERLY RIGHT-OF-WAY FOR A DISTANCE OF 20.42 FEET TO A POINT; THENCE, N 23° 11' 12ff E, CROSSING SAID EMMETT STREET, FOR A DISTANCE OF 60.00 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY OF SAID EMMETT STREET; THENCE, S 66° 48' 48ff E ALONG SAID NORTHERLY RIGHT-OF-WAY FOR A DISTANCE OF 1404.76 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY OF OAK STREET (UNDEVELOPED) (30' TOTAL WIDTH); THENCE, S 22° 29' 45ff W ALONG SAID EASTERLY RIGHT-OF-WAY, AND CROSSING THE AFOREMENTIONED BERGER ROAD FOR A DISTANCE OF 969.77 FEET TO A POINT; THENCE, N 67° 30' 15ff W FOR A DISTANCE OF 30.80 FEET TO A 5/8" IRON ROD FOUND ON THE SOUTHERLY RIGHT-OF-WAY OF BERGER ROAD; THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) CALLS: N 61° 22' 24ff W FOR A DISTANCE OF 120.79 FEET TO A 3/4" IRON PIPE FOUND; THENCE, N 68° 00' 56ff W FOR A DISTANCE OF 100.17 FEET TO A 3/4" IRON PIPE FOUND; THENCE, N 66° 25' 33ff W FOR A DISTANCE OF 139.54 FEET TO A 3/4" IRON PIPE FOUND; THENCE, N 66° 49' 42ff W FOR A DISTANCE OF 697.84 FEET TO A POINT; THENCE N 66° 38' 48ff W A DISTANCE OF 447.94 FEET TO THE POINT OF BEGINNING. CONTAINING 30.78 ACRES, MORE OR LESS, PER SURVEY BY WEST KENTUCKY LAND SURVEY, LLC., UNDER THE SUPERVISION OF ANDREW C. JULIAN, KENTUCKY LICENSED PROFESSIONAL LAND SURVEYOR NUMBER 4133, COMPLETED IN MAY OF 2026, ALL SITUATED IN THE COUNTY OF MCCracken, STATE OF KENTUCKY.

SECTION 2. The City of Paducah hereby declares it desirable to annex the property described in Section 1 above.

SECTION 3. If any section or portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, that section or portion shall be deemed severable and shall not affect the validity of the remaining sections of the ordinance.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 5. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by Paducah City Clerk, _____
Published by *The Paducah Sun*, _____
ORD\Plan\Annex – Consensual 435 and 485 Berger Road

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 _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

WITNESS, my hand and seal of the City of Paducah, this _____ day of _____, 2026.

Lindsay Parish, City Clerk

330/26

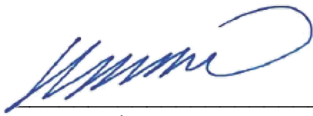
City of Paducah Planning Department
Attn: Joshua P. Fowler-Sommer
300 South 5th Street
Paducah, KY 42003

Re: Annexation request

Dear Josh:

I, Ken Stein, agent of Mountain Comprehensive Care Center, Inc., am requesting annexation of 485 Berger Road into the City of Paducah, pursuant to KRS 81A.412. The parcel totals approximately 12.86 acres and meets the requirement of KRS 81A.410. I request to utilize the one-year sanitation pick up incentive. It is further requested that this parcel be initially zoned High-Density Residential Zone (R-4) upon annexation.

Thank you,



Ken Stein

3/3/2026

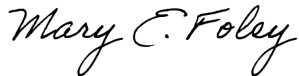
City of Paducah Planning Department
Attn: Joshua P. Fowler-Sommer
300 South 5th Street
Paducah, KY 42003

Re: Annexation request

Dear Josh:

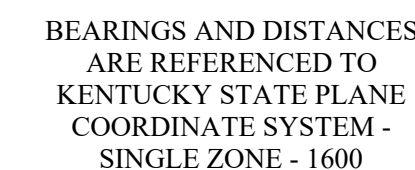
I, Mary Foley, agent of the Merryman House, am requesting annexation of 435 Berger Road into the City of Paducah, pursuant to KRS 81A.412. The parcels (shown as Tract A1 and A2 on plat M-1085) total approximately 12.85 acres and meets the requirement of KRS 81A.410. I request to utilize the one-year sanitation pick up incentive. It is further requested that this parcel be initially zoned High-Density Residential Zone (R-4) upon annexation.

Thank you,

A handwritten signature in cursive script that reads "Mary E. Foley".

Mary E. Foley, PsyD
Executive Director
Merryman House Domestic Crisis Center

Cc: Brandi Harless, Board Chair



**CLASSIFICATION
OF SURVEY:
URBAN**

**WEST
KENTUCKY
LAND SURVEY,
LLC**

**39 MUSTANG LANE, SIMPSON,
ILLINOIS 62985
P.O. BOX 2, EDDYVILLE, IL 62928
TEL: 618-672-4647
E-MAIL: WKLS4133@GMAIL.COM**

ANNEXATION PLAT
THE WOMEN AWARE INC., MOUNTAIN
COMPREHENSIVE CARE CENTER, BERGER ROAD
RIGHT-OF-WAY AND UNDEVELOPED
RIGHTS-OF-WAY

C

REVISIONS

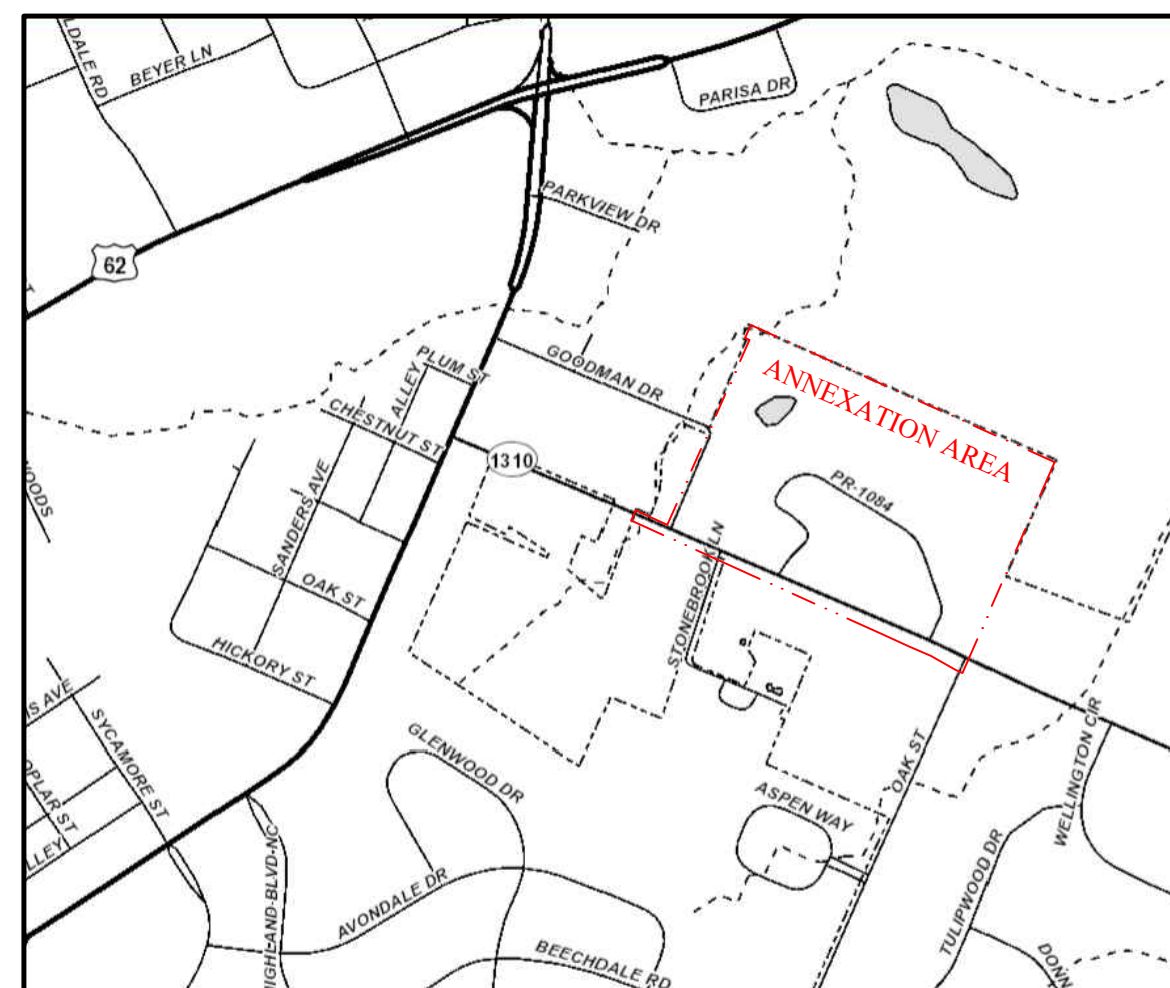
[illegible]

DRAFTED BY:	A. JULIAN
DATE:	5/26/2026
REVIEWED BY:	ACJ
SCALE:	1"=100'
JOB NUMBER:	2026-026
SHEET:	1 OF 1

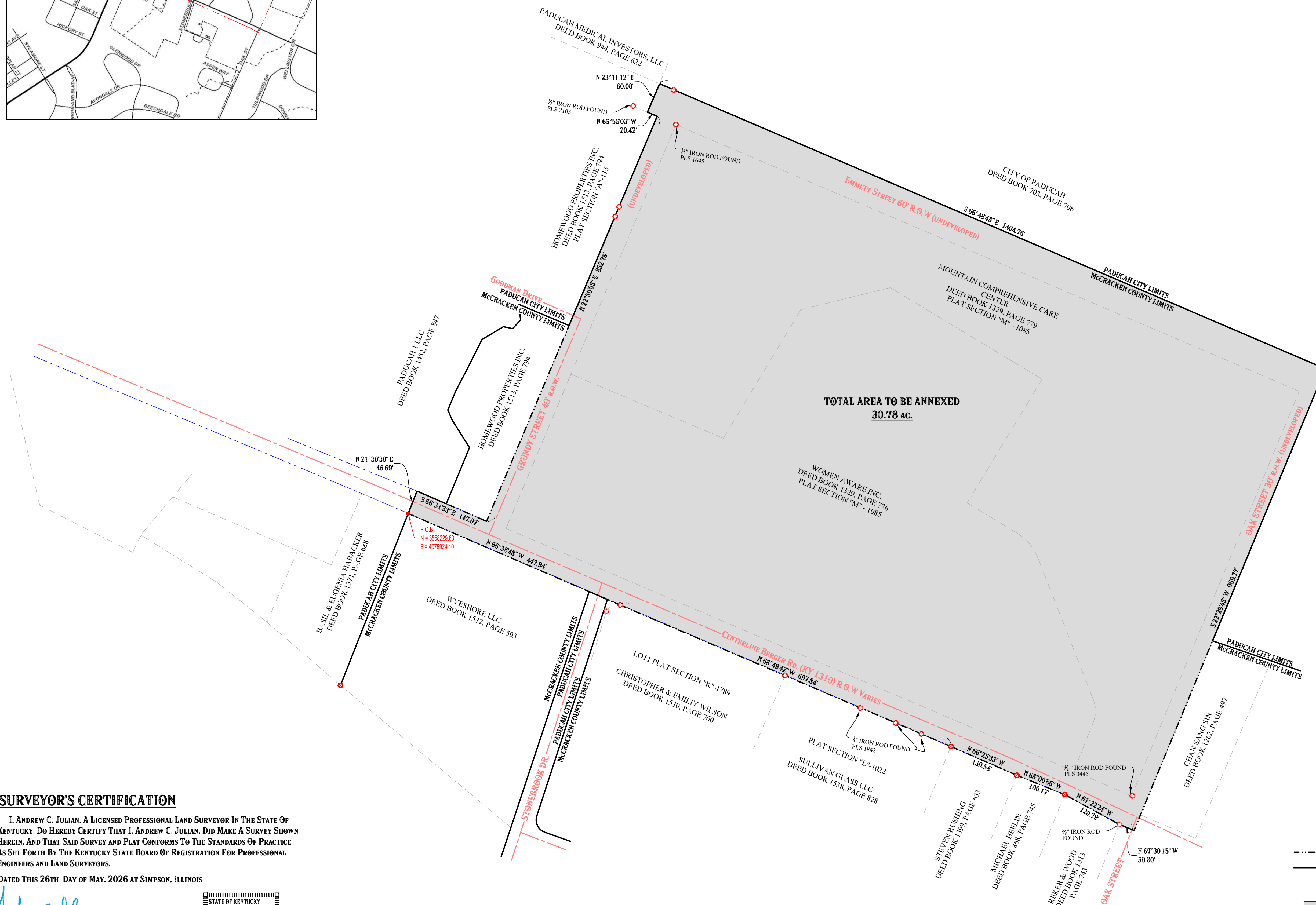
DRAWING STATUS
☐ PRELIMINARY DRAWING
☒ FINAL DRAWING

CITY OF PADUCAH,
KENTUCKY

**THE WOMEN AWARE INC., MOUNTAIN COMPREHENSIVE CARE CENTER, BERGER ROAD
RIGHT-OF-WAY AND UNDEVELOPED RIGHTS-OF-WAY**



VICINITY MAP (NOT TO SCALE)



SURVEYOR'S CERTIFICATION

I, ANDREW C. JULIAN, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF KENTUCKY, DO HEREBY CERTIFY THAT I, ANDREW C. JULIAN, DID MAKE A SURVEY SHOWN HEREIN, AND THAT SAID SURVEY AND PLAT CONFORMS TO THE STANDARDS OF PRACTICE AS SET FORTH BY THE KENTUCKY STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

DATED THIS 26TH DAY OF MAY, 2026 AT SIMPSON, ILLINOIS

Andrew C. Jalien

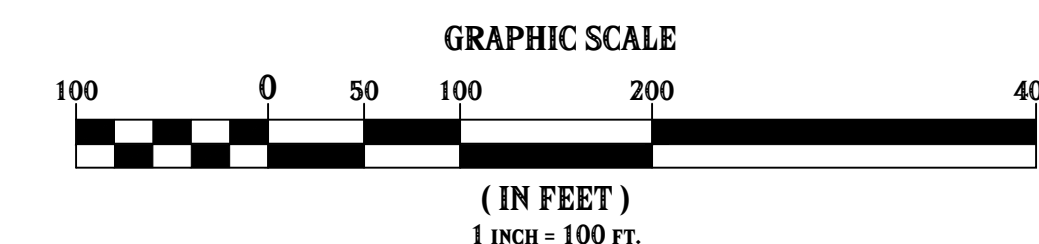
STATE OF KENTUCKY
ANDREW C.
JULIAN
4133
LICENSED
PROFESSIONAL
LAND SURVEYOR

SURVEYOR'S STATEMENT OF RESOURCES:

THE TOTAL AREA TO BE ANNEXED WAS DERIVED FROM EXISTING MONUMENTATION. THE CITY OF PADUCAH'S EXISTING ANNEXATION LIMITS ALONG WITH DEED AND PLAT REFERENCES SHOWN HEREON.

GPS NOTE

GPS NOTE
THIS SURVEY WAS PERFORMED USING A TRIMBLE R10 BASE AND ROVER WITH GPS, GLONASS AND DUAL FREQUENCY CAPABILITIES. THIS SURVEY WAS CONDUCTED UTILIZING A REAL TIME KINEMATIC (RTK) BASE AND ROVER SETUP. A REDUNDANCY OF MEASUREMENTS WAS ALSO TAKEN TO INSURE CORRECT POSITIONS OF ALL DATA POINTS. THE RELATIVE POSITIONAL ACCURACY EXCEEDED THE ACCURACY OF STANDARDS FOR AN URBAN SURVEY. AS ESTABLISHED BY THE COMMONWEALTH OF KENTUCKY, STANDARDS FOR PROFESSIONAL LAND SURVEYORS PER 201 KAR 18:150 (-/- 0.10' - 200 PPM).



**** LEGEND ****

----- PROPOSED ANNEXATION LIMITS
 ===== EXISTING CITY/COUNTY LIMITS
 - - - - - ADJOINING PROPERTY LINE

ANNEXATION LIMITS

**1/2" IRON ROD FOUND NO IDENTIFICATION
(UNLESS OTHERWISE NOTED)**

3/4" IRON PIPE FOUND

Agenda Action Form

Paducah City Commission

Meeting Date: July 28, 2026

Short Title: Approve a Telecommunications Franchise Agreement with Uniti - **L. PARISH**

Category: Ordinance

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

Background Information: This ordinance accepts the bid of Windstream KDL, LLC, a Uniti company, for a non-exclusive telecommunications franchise and authorizes the Mayor to execute the related Franchise Agreement.

Chapter 108 of the Paducah Code of Ordinances requires telecommunications providers using the City's rights-of-way to obtain a franchise and comply with the City's applicable franchise, insurance, bonding, permitting, construction, and fee requirements. The purpose of this ordinance is to bring Uniti into compliance with those requirements. The City offered a non-exclusive telecommunications franchise for bid. Uniti submitted a bid for a ten-year, non-exclusive telecommunications franchise for the use and occupancy of public rights-of-way and other public spaces to construct, use, operate, maintain, repair, and remove conduits, cables, lines, fibers, wires, and related equipment.

Uniti already has telecommunications facilities located within the City of Paducah. Its bid documents identify existing fiber routes entering Paducah from multiple directions and state that there are no current projects in the area. The proposed Franchise Agreement will allow Uniti to continue operating its existing telecommunications system within the City's rights-of-way, subject to the requirements of Chapter 108.

The Franchise Agreement is for a ten-year term and incorporates Chapter 108, the bid application, and any addendum to the application. It also requires Uniti to submit applicable engineering drawings and documents to the City's Engineering Department at least ninety days before any proposed construction and to obtain written approval before performing future work in the City's rights-of-way.

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve.

Attachments:

1. ORD Telecommunications Franchise Windstream Uniti 2026
2. Uniti Franchise Agreement

ORDINANCE 2026-____ - _____

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE FOR A TERM OF TEN (10) YEARS FOR A TELECOMMUNICATIONS SYSTEM WITHIN THE CONFINES OF THE CITY OF PADUCAH, KENTUCKY TO WINDSTREAM KDL, LLC, A UNITI COMPANY, PURSUANT TO THE TERMS AND PROVISIONS OF CHAPTER 108 "TELECOMMUNICATIONS" OF THE CODE OF ORDINANCES, AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FRANCHISE AGREEMENT AND ALL OTHER DOCUMENTS RELATED TO SAME

WHEREAS, by Chapter 108 "Telecommunications" of the Code of Ordinances, the City of Paducah, Kentucky (the "City") created a ten (10) year, non-exclusive franchise for a telecommunications system within the confines of Paducah; and

WHEREAS, on October 24, 2025, the City offered at bid a non-exclusive telecommunications franchise pursuant to Chapter 108 "Telecommunications" of the Code of Ordinances; and

WHEREAS, after publication of said advertisement, the City received a bid from Windstream KDL, LLC, a Uniti company (hereinafter "Windstream").

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

SECTION 1. Bid Acceptance. The City of Paducah hereby accepts the bid of Windstream for a non-exclusive telecommunications franchise within the City of Paducah, said bid being in substantial compliance with bid specifications, as contained in the bid of Windstream and all bid addenda.

SECTION 2. Franchise Award. That a ten (10) year, non-exclusive telecommunications franchise created by Chapter 108 "Telecommunications" of the Code of Ordinances be, and it hereby is, awarded to Windstream.

SECTION 3. Authorized Signatures. The Mayor is hereby authorized, by and on behalf of the City, to execute the Franchise Agreement between the City of Paducah, Kentucky, and Windstream, in substantially the form attached hereto and made part hereof (Exhibit A), and all other documents related to same.

SECTION 4. Incorporation by Reference. That the statements set forth in the Preamble to this Ordinance are hereby incorporated in this Ordinance by reference, the same as if set forth at length herein.

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

SECTION 6. Open Meetings. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 7. Effective Date. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\Telecommunications Franchise Windstream Uniti 2026

Exhibit A

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT is effective this _____ day of _____, 2026, by and between the City of Paducah, a political subdivision of the Commonwealth of Kentucky, and Windstream KDL , LLC (hereinafter “Windstream”), a Kentucky limited liability company.

WITNESSETH:

WHEREAS, on August 9, 2022, the Paducah City Commission repealed and replaced Chapter 108 "Telecommunications" of the Code of Ordinances and created a ten (10) year, non-exclusive franchise for a telecommunications system within the confines of the City of Paducah; and

WHEREAS, as required by Sections 163 and 164 of the Kentucky Constitution, the City of Paducah offered at bid a non-exclusive telecommunications franchise pursuant to Chapter 108 "Telecommunications" of the Code of Ordinances; and

WHEREAS, by Ordinance No. _____, the City of Paducah accepted the bid of Windstream to acquire said franchise; and

WHEREAS, The City of Paducah and Windstream have entered into this Franchise Agreement to memorialize the grant by the City of Paducah to Windstream of said franchise subject to the terms and conditions reflected in Chapter 108 "Telecommunications" of the Code of Ordinances.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of which are hereby acknowledged, the City of Paducah and Windstream hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:

1. Chapter 108 "Telecommunications" of the Code of Ordinances is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. Windstream's bid for said franchise, Windstream's application, and any addendum to said application, which are attached hereto as Exhibit "A", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Ordinance No. _____, by which the Paducah Board of Commissioners approved this Franchise Agreement, is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

4. The City of Paducah has granted unto Windstream a non-exclusive franchise for a telecommunications system within the confines of the City of Paducah, for a term of ten (10) years, subject to the provisions of Chapter 108 "Telecommunications" of the Code of Ordinances.

5. The franchise memorialized in this Franchise Agreement shall commence upon the effective date of this agreement, and shall expire as provided in the terms and provisions of Chapter 108 "Telecommunications" of the Code of Ordinances.

6. Windstream does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as memorialized in this Franchise Agreement, and further to faithfully perform all acts required of it pursuant to said franchise.

7. This Franchise Agreement memorializes the agreement between the parties contained and embodied in Chapter 108 "Telecommunications" of the Code of Ordinances and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto.

8. Notwithstanding any other provision in Chapter 108 "Telecommunications" of the Code of Ordinances to the contrary, the parties agree that ninety (90) days prior to any proposed construction in the City of Paducah, Windstream shall submit all applicable engineering drawings and documents required to comply with Chapter 98 Article III of the City of Paducah's Code of Ordinances for review by the City of Paducah's Engineering Department. Before proceeding with any construction in the City's rights of ways, Windstream shall be required to obtain written approval from the City of Paducah's Engineering Department for said proposed construction.

IN WITNESS, WHEREOF, The City of Paducah and Windstream have executed this Franchise Agreement as their free and voluntary act and deed effective as of the day and year first above written.

[Signatures on following page]

City of Paducah

BY: _____
MAYOR

ATTEST:

CITY CLERK

Windstream KDL, LLC

BY: _____

TITLE: _____

STATE OF _____)
COUNTY OF _____)

The foregoing Franchise Agreement was subscribed, sworn to and acknowledged before me
by _____, as _____ (title), of Windstream KDL,
LLC on this the ____ day of _____, 2026.

My commission expires: _____

NOTARY PUBLIC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT is effective this _____ day of _____, 2026, by and between the City of Paducah, a political subdivision of the Commonwealth of Kentucky, and Windstream KDL , LLC (hereinafter “Windstream”), a Kentucky limited liability company.

WITNESSETH:

WHEREAS, on August 9, 2022, the Paducah City Commission repealed and replaced Chapter 108 "Telecommunications" of the Code of Ordinances and created a ten (10) year, non-exclusive franchise for a telecommunications system within the confines of the City of Paducah; and

WHEREAS, as required by Sections 163 and 164 of the Kentucky Constitution, the City of Paducah offered at bid a non-exclusive telecommunications franchise pursuant to Chapter 108 "Telecommunications" of the Code of Ordinances; and

WHEREAS, by Ordinance No. _____, the City of Paducah accepted the bid of Windstream to acquire said franchise; and

WHEREAS, The City of Paducah and Windstream have entered into this Franchise Agreement to memorialize the grant by the City of Paducah to Windstream of said franchise subject to the terms and conditions reflected in Chapter 108 "Telecommunications" of the Code of Ordinances.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of which are hereby acknowledged, the City of Paducah and Windstream hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:

1. Chapter 108 "Telecommunications" of the Code of Ordinances is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. Windstream's bid for said franchise, Windstream's application, and any addendum to said application, which are attached hereto as Exhibit "A", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Ordinance No. _____, by which the Paducah Board of Commissioners approved this Franchise Agreement, is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

4. The City of Paducah has granted unto Windstream a non-exclusive franchise for a telecommunications system within the confines of the City of Paducah, for a term of ten (10) years, subject to the provisions of Chapter 108 "Telecommunications" of the Code of Ordinances.

5. The franchise memorialized in this Franchise Agreement shall commence upon the effective date of this agreement, and shall expire as provided in the terms and provisions of Chapter 108 "Telecommunications" of the Code of Ordinances.

6. Windstream does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as memorialized in this Franchise Agreement, and further to faithfully perform all acts required of it pursuant to said franchise.

7. This Franchise Agreement memorializes the agreement between the parties contained and embodied in Chapter 108 "Telecommunications" of the Code of Ordinances and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto.

8. Notwithstanding any other provision in Chapter 108 "Telecommunications" of the Code of Ordinances to the contrary, the parties agree that ninety (90) days prior to any proposed construction in the City of Paducah, Windstream shall submit all applicable engineering drawings and documents required to comply with Chapter 98 Article III of the City of Paducah's Code of Ordinances for review by the City of Paducah's Engineering Department. Before proceeding with any construction in the City's rights of ways, Windstream shall be required to obtain written approval from the City of Paducah's Engineering Department for said proposed construction.

IN WITNESS, WHEREOF, The City of Paducah and Windstream have executed this Franchise Agreement as their free and voluntary act and deed effective as of the day and year first above written.

[Signatures on following page]

City of Paducah

BY: _____
MAYOR

ATTEST:

CITY CLERK

Windstream KDL, LLC

BY: _____

TITLE: _____

STATE OF _____)

COUNTY OF _____)

The foregoing Franchise Agreement was subscribed, sworn to and acknowledged before me
by _____, as _____ (title), of Windstream KDL,
LLC on this the ____ day of _____, 2026.

My commission expires: _____

NOTARY PUBLIC

Exhibit A
Bid Application and any Addendum

Agenda Action Form

Paducah City Commission

Meeting Date: July 28, 2026

Short Title: Authorize interlocal agreement between the City and Paducah-McCracken Industrial Development Authority for the construction of an Industrial Park West speculative building - **A. KYLE**

Category: Municipal Order

Staff Work By: Audra
Kyle, Lindsay Parish
Presentation By: Audra
Kyle

Background Information:

MO 3088, adopted on July 22, 2025, authorized the City to serve as the grantee for the Kentucky Product Development Initiative (KPDI) grant for a speculative industrial building to be constructed at 5700 Commerce Drive in Industrial Park West. The municipal order also authorized the City to provide up to \$6 million in local funds upon approval of Economic Development Fund (EDF) assistance through the Kentucky Economic Development Finance Authority (KEDFA).

The City has since been awarded a \$2,000,000 KPDI grant, with the Paducah-McCracken County Industrial Development Authority (IDA) serving as the project beneficiary. The total estimated project cost is \$8,000,000.

Because the City is the grant recipient and funding partner while the IDA will serve as the project manager, developer, and owner of the facility, an Interlocal Agreement is necessary to define the responsibilities of each party. This Municipal Order authorizes execution of that agreement, which establishes the framework for project management, procurement, reimbursement procedures, compliance with KPDI requirements, the City's funding commitment and repayment provisions, and other related project responsibilities.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve interlocal agreement.

Attachments:

1. ORD ILA – IDA Spec Building 5700 Commerce Drive
2. INTERLOCAL AGREEMENT FOR SPEC BUILDING - CITY IDA - FINAL

ORDINANCE NO. 2026-____ - _____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY,
APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATIVE AGREEMENT WITH THE
PADUCAH-McCRACKEN COUNTY INDUSTRIAL DEVELOPMENT
AUTHORITY RELATED TO THE CONSTRUCTION OF A 100,000-
SQUARE-FOOT SPECULATIVE INDUSTRIAL BUILDING TO BE
CONSTRUCTED AT 5700 COMMERCE DRIVE IN INDUSTRIAL
PARK WEST

WHEREAS, the Commonwealth of Kentucky has awarded funding in the amount of Two Million Dollars (\$2,000,000.00) through the Kentucky Product Development Initiative (“KPDI”) program for the development of a speculative industrial building and related site improvements in Paducah, Kentucky, the total estimated cost of which project is estimated to be Eight Million Dollars (\$8,000,000.00); and

WHEREAS, the City is the Grantee under the KPDI Grant Agreement and the IDA is the beneficiary and developer of the Project; and

WHEREAS, the City and the Paducah-McCracken County Industrial Development Authority (“IDA”) desire to construct a 100,000-square-foot speculative industrial building at 5700 Commerce Drive in the Industrial Park West (the “Project”); and

WHEREAS, the City adopted Municipal Order No. 3073 on July 8, 2025, to authorize participation in the Project and pledged up to Six Million Dollars (\$6,000,000.00) in local participation funding for the Project; and

WHEREAS, the City desires to enter into an agreement with the IDA as authorized by Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes, as amended, to establish their respective responsibilities regarding design, procurement, construction, administration, funding, ownership, marketing, and disposition of the Project.

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

Section 1. Recitals and Authorizations. The City of Paducah, Kentucky, hereby approves the Interlocal Cooperative Agreement between the City of Paducah and the IDA, in substantially the form attached hereto and made part hereof (Exhibit A). It is hereby found and determined that the Interlocal Cooperative Agreement furthers the public purposes of the City and it is in the best interest of the citizens, residents and inhabitants of the City that the City enter into the Interlocal Cooperative Agreement for the purposes therein specified and the execution and delivery of the Interlocal Cooperative Agreement is hereby authorized and approved. The Mayor is hereby authorized to execute the Interlocal Cooperative Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Interlocal Cooperative Agreement with such changes in the

Interlocal Cooperative Agreement not inconsistent with this Ordinance and not substantially adverse to the City as may be approved by the official executing the same on behalf of the City. The approval of such changes by said official, and that such are not substantially adverse to the City, shall be conclusively evidenced by the execution of such Interlocal Cooperative Agreement by such official.

Section 2. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 4. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

Section 5. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

GEORGE BRAY, MAYOR

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by *The Paducah Sun*, _____

ORD\ILA – IDA Spec Building 5700 Commerce Drive

EXHIBIT A

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is entered into this ____ day of July, 2026, by and between the CITY OF PADUCAH, KENTUCKY, a Kentucky home rule city (“City”), and the PADUCAH-MCCRACKEN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a governmental agency and instrumentality of the City of Paducah and County of McCracken, Kentucky (“IDA”).

WHEREAS, the Commonwealth of Kentucky has awarded funding in the amount of Two Million Dollars (\$2,000,000.00) through the Kentucky Product Development Initiative (“KPDI”) program for the development of a speculative industrial building and related site improvements in Paducah, Kentucky, the total estimated cost of which project is estimated to be Eight Million Dollars (\$8,000,000.00); and

WHEREAS, the City is the Grantee under the KPDI Grant Agreement and the IDA is the beneficiary and developer of the Project; and

WHEREAS, the City Commission has authorized participation in the Project and pledged up to Six Million Dollars (\$6,000,000.00) in local participation funding for the Project; and

WHEREAS, the parties desire to enter into this agreement as authorized by Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes, as amended (the "Interlocal Act"), to establish their respective responsibilities regarding design, procurement, construction, administration, funding, ownership, marketing, and disposition of the Project; and

WHEREAS, the parties find and declare that the Project serves a valid and substantial public purpose by encouraging economic development, attracting industrial investment, creating employment opportunities, expanding the local tax base, and promoting the economic welfare of the citizens of Paducah; and

WHEREAS, the parties desire to memorialize their understanding regarding the Project and provide accountability for the expenditure of public funds, all in accordance with the Interlocal Act.

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

ARTICLE I. DEFINITIONS

“Project” means the development, design, engineering, site preparation, utility work, surveying, geotechnical services, permitting, construction, marketing, and sale of an approximately 100,000-square-foot speculative industrial building and associated improvements.

“KPDI Grant Agreement” means the grant agreement between the Commonwealth of Kentucky and the City relating to the Project, together with all amendments thereto, dated _____.

“Eligible Costs” means costs reasonably incurred for the design, development, construction, financing, administration, and completion of the Project.

“Net Sale Proceeds” means gross sale proceeds less customary closing costs and expenses directly attributable to the sale.

ARTICLE II. PUBLIC PURPOSE

2.1 Public Purpose Findings. The parties expressly find and declare that this Agreement and the expenditures contemplated herein serve a valid public purpose by:

- (a) promoting economic development;
- (b) attracting industrial users and private investment;
- (c) creating and retaining jobs;
- (d) increasing local and state tax revenues;
- (e) promoting industrial site readiness;
- (f) enhancing the competitiveness of Paducah;
- (g) furthering the purposes of KRS Chapter 154 and the KPDI program; and
- (h) advancing the general welfare of the citizens of the City.

2.2 No Gift of Public Funds. The parties acknowledge that City funds expended pursuant to this Agreement are not gifts, grants, or donations to a private entity. Such funds are expended in furtherance of a governmental economic development project for which the City receives substantial public benefits and repayment rights.

ARTICLE III. PROJECT MANAGEMENT

3.1 Project Manager. The parties acknowledge that:

- (a) the City is the grant recipient and funding participant;
- (b) the City is not the project manager; and
- (c) the IDA shall serve as the project manager and developer of the Project.

3.2 Authority of IDA. The IDA shall have responsibility for:

- (a) project planning;
- (b) design and engineering;
- (c) procurement;
- (d) contracting;
- (e) construction administration;
- (f) project scheduling;
- (g) project marketing;

- (h) project disposition, including but not limited to leasing or sale of the Project; and
- (i) performance of all other duties incident to the completion of this Project and this Agreement.

3.3 Decision-Making Authority. Except as otherwise provided herein, operational decisions relating to the Project shall be made by the IDA.

ARTICLE IV. PROCUREMENT AND CONTRACTING

4.1 Procurement Authority. The City agrees that the IDA may proceed with the engagement of architects, engineers, contractors, consultants, and other professionals selected by the IDA.

4.2 Procurement Procedures. The IDA shall conduct procurement in accordance with its procurement procedures and applicable law.

4.3 Existing Engineering and Architectural Contract. The City acknowledges the engagement of Bacon Farmer Workman Engineering & Testing, Inc. for engineering and architectural services, with compensation equal to 5.7% of estimated construction costs and a contract amount not to exceed \$313,500.00.

4.4 Contract Administration. All design, construction, and consultant contracts shall be administered by the IDA.

ARTICLE V. CITY FUNDING COMMITMENT

5.1 Funding Commitment. The parties acknowledge that the total estimated Project cost is Eight Million Dollars (\$8,000,000.00). Subject to annual appropriation and availability of funds, the City shall reimburse the IDA for Eligible Costs actually incurred by the IDA in an aggregate amount not to exceed Six Million Dollars (\$6,000,000.00).

5.2 No Obligation Beyond Maximum Amount. Nothing herein shall obligate the City to provide funding in excess of Six Million Dollars (\$6,000,000.00), unless separately approved by the City.

5.3 Funding Source. The City may utilize cash reserves, grants, debt financing, bond proceeds, notes, or other legally available sources to satisfy its obligations under this Agreement.

ARTICLE VI. REIMBURSEMENT PROCEDURES

6.1 Requests for Payment. Upon the IDA's receipt of invoices from its contractors, the IDA shall review the invoices for accuracy and submit them to the City for review and payment. The IDA anticipates submitting payment requests no more often than monthly, but may submit more frequently, if needed.

6.2 Required Documentation. Each payment request submitted by the IDA to the City shall include:

- (a) invoices;
- (b) contractor applications for payment;
- (c) lien waivers when applicable;
- (d) progress reports;
- (e) budget updates; and
- (f) such other information as reasonably requested by the City.

The City may audit any payment request and supporting documentation.

6.3 Review. The City shall review payment requests within thirty (30) days of receipt of complete documentation. Upon approval, the City shall pay the approved amount to the IDA from available funds. Thereafter, the IDA shall remit payment to the contractor(s). The IDA shall provide the City with proof of payment to the contractor(s).

ARTICLE VII. PROJECT SCHEDULE

7.1 Schedule. Within thirty (30) days after execution of this Agreement, the IDA shall provide an anticipated Project schedule.

ARTICLE VIII. PROJECT REPORTING

8.1 Monthly Reports. The IDA shall provide monthly written reports to the City regarding:

- (a) construction progress;
- (b) expenditures;
- (c) budget status;
- (d) anticipated funding needs;
- (e) change orders;
- (f) schedule updates.

8.2 Commission Presentations. Upon request, the IDA shall present Project updates to the City.

8.3 Annual Report. The IDA shall provide an annual report summarizing Project status, marketing efforts, prospective purchasers, and economic development outcomes, if requested.

ARTICLE IX. COMPLIANCE WITH KPDI REQUIREMENTS

9.1 Compliance and Cooperation. The IDA shall comply with all requirements applicable to the Project under the KPDI Grant Agreement and shall provide all information reasonably necessary for the City to fulfill its obligations as Grantee.

9.2 Priority of Grant Requirements. If a conflict exists between this Agreement and the KPDI Grant Agreement, the KPDI Grant Agreement shall control.

9.3 Grant Repayment Liability. If grant funds must be repaid due to the acts, omissions, negligence, misconduct, or noncompliance of the IDA, the IDA shall reimburse the City for such amounts.

ARTICLE X. OWNERSHIP, INSURANCE, AND RISK MANAGEMENT

10.1 Ownership. The IDA shall own the Project, including the real property and improvements to be constructed.

10.2 Insurance. The IDA shall maintain:

- (a) commercial general liability insurance;
- (b) workers' compensation insurance;
- (c) builder's risk insurance;
- (d) professional liability insurance, if applicable;
- (e) any other insurance reasonably necessary to protect the Project.

Certificates of insurance shall be provided to the City upon request.

ARTICLE XI. CHANGE ORDERS AND BUDGET OVERSIGHT

11.1 Budget. The initial Project budget shall be submitted to the City for review.

11.2 Change Orders. The IDA may approve individual change orders within the approved Project budget without obtaining City approval.

11.3 Material Budget Changes. City approval shall be required for:

- (a) any increase to the total Project budget;
- (b) cumulative change orders exceeding ten percent (10%) of the original construction contract amount; or
- (c) any action reasonably expected to increase the City's funding obligation.

ARTICLE XII. MARKETING AND SALE OF PROJECT

12.1 Marketing. Upon substantial completion, the IDA shall cause the Project to be marketed to industrial and commercial users.

12.2 Sale Price. The IDA shall obtain an appraisal or other valuation of the completed Project, and shall make commercially reasonable efforts to obtain fair market value for the Project upon its sale.

ARTICLE XIII. REPAYMENT OF CITY COSTS

13.1 Repayment Obligation. Upon sale of the Project, the City shall be reimbursed one hundred percent (100%) of its actual costs incurred in funding, financing, underwriting, administering, and supporting the Project. If a sale is contemplated wherein the City would not be reimbursed one hundred percent (100%) of its actual costs, then the IDA shall prior consult with the City and seek the City's prior approval of the contemplated transaction.

13.2 Actual Costs. For purposes of this Agreement, the City's actual costs shall include:

- (a) principal advanced;
- (b) interest expense;
- (c) issuance costs;
- (d) legal fees;
- (e) financial advisory fees;
- (f) administrative costs directly attributable to the Project;
- (g) other financing-related expenses.

13.3 Distribution of Sale Proceeds. Net Sale Proceeds shall be distributed in the following order:

- First: customary closing costs;
- Second: obligations required by law or the KPDI Grant Agreement;
- Third: \$180,425.00 to the IDA for IDA spec building engineering;
- Fourth: reimbursement of the City's actual costs under Section 13.1;
- Fifth: any remaining amounts to the IDA.

13.4 Deficiency. If Net Sale Proceeds are insufficient to reimburse the City in full, all available Net Sale Proceeds shall be paid to the City. The parties acknowledge that no representation is made that sale proceeds will fully reimburse the City.

ARTICLE XIV. RECORDS AND AUDITS

14.1 Records. The IDA shall maintain all Project records for at least five (5) years after final disposition of the Project or longer if required by law or the KPDI Grant Agreement.

14.2 Inspection Rights. The City, Commonwealth of Kentucky, Auditor of Public Accounts, and other authorized governmental agencies may inspect and audit Project records.

ARTICLE XV. TERM

15.1 Effective Date. This Agreement will take effect upon its execution by the parties and approval by the Department for Local Government (pursuant to KRS 65.260) and the filing of this Agreement with the McCracken County Clerk.

15.2 Term. This Agreement shall continue until completion of the Project and through (and including) the fiscal year end after all financing obligations incurred by the parties pursuant to this Agreement are paid in full, whereupon this Agreement shall terminate.

ARTICLE XVI. DEFAULT

16.1 Events of Default. The following shall constitute an Event of Default:

- (a) material breach of this Agreement;
- (b) misuse of Project funds;
- (c) material violation of the KPDI Grant Agreement;
- (d) material misrepresentation;
- (e) failure to provide required reports.

16.2 Remedies. Upon default, the non-defaulting party may:

- (a) suspend payments;
- (b) require corrective action;
- (c) seek reimbursement of previously disbursed funds;
- (d) pursue all available legal or equitable remedies.

ARTICLE XVII. GENERAL PROVISIONS

17.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Venue for any legal dispute shall be in McCracken Circuit Court.

17.2 Open Records. The parties recognize that any documents, papers, or other records relating to the Project may be subject to disclosure under the Kentucky Open Records Act, KRS 61.870 to 61.884 and agree to comply with the requirements thereof.

17.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

17.4 Amendments. This Agreement may be amended or modified only by a written document authorized, executed, and delivered by each of the parties hereto.

17.5 Assignment. This Agreement shall be binding upon the parties hereto and upon their respective permitted successors and transferees. No party shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

17.6 Severability. If one or more provisions of this Agreement, or the applicability of any such provisions for any set of circumstances, shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity and enforceability of the remaining provisions of this Agreement or the applicability of the provisions found to be invalid or ineffective for a specific set of circumstances to other circumstances.

17.7 Notices. Notices made or given by either party in connection with this Agreement must be in writing to be effective. Notices shall be deemed given if delivered personally, including by messenger, or if delivered by U.S. mail. Notices shall be provided to each party at the address below:

If to City: City of Paducah
 Attn: City Manager
 P.O. Box 2267
 Paducah, KY 42002-2267

With courtesy copy to: City of Paducah
 Attn: Audray Kyle
 P. O. Box 2267
 Paducah, KY 42002-2267

If to IDA: Paducah-McCracken County Industrial Development Authority
 Attn: Bruce Wilcox
 P.O. Box 1155
 Paducah, KY 42002-1155

17.8 Nature of Agreement. The City and the IDA agree to engage in this joint and cooperative undertaking only within the scope set out in this Agreement and do not intend to create among them any relationship of surety, indemnification or responsibilities for debts, claims, or liabilities incurred by any party in their operations, other than as specifically set out herein. Furthermore, the execution of this Agreement shall not constitute a waiver of any defense or immunity that a party would otherwise be entitled to under any applicable law.

17.9 Counterparts. This Agreement may be executed in one or more counterparts and when each party hereto has executed at least one counterpart, this Agreement shall become binding on all parties and such counterparts shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF PADUCAH, KENTUCKY

By: _____
George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

**PADUCAH-MCCRACKEN COUNTY
INDUSTRIAL DEVELOPMENT
AUTHORITY**

By: _____
Bruce Wilcox, Manager

ATTEST:

Kacey P. Key, Director of Operations

APPROVAL

Office of the Governor
Department for Local Government
100 Airport Road, Third Floor
Frankfort, Kentucky 40601

The foregoing Interlocal Cooperation Agreement is in proper form and is compatible with the laws of the Commonwealth of Kentucky. Therefore, it is approved and certified for filing with the Kentucky Secretary of State on this the ____ day of _____, 2026.

OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL
GOVERNMENT

By: _____

Title: _____

Date: _____

Agenda Action Form

Paducah City Commission

Meeting Date: July 28, 2026

Short Title: Authorize the issuance of general obligation notes in an amount not to exceed \$6,000,000 to finance the costs for a speculative industrial building to be constructed at 5700 Commerce Drive in Industrial Park West - **A. KYLE**

Category: Ordinance

Staff Work
By: Audra Kyle
Presentation
By: Audra Kyle

Background Information:

MO 3088, adopted on July 22, 2025, authorized the City to serve as the grantee for the Kentucky Product Development Initiative (KPDII) grant for a speculative industrial building to be constructed at 5700 Commerce Drive in Industrial Park West. The municipal order also authorized the City to provide up to \$6 million in local funds upon approval of Economic Development Fund (EDF) assistance through the Kentucky Economic Development Finance Authority (KEDFA).

The City has since been awarded a \$2,000,000 KPDII grant, with the Paducah-McCracken County Industrial Development Authority (IDA) serving as the project beneficiary. The total estimated project cost is \$8,000,000.

Earlier on this agenda, the Commission is considering an Interlocal Agreement establishing the respective responsibilities of the City and the IDA for management and administration of the project. Consistent with that agreement, this ordinance authorizes the issuance of general obligation notes in an amount not to exceed \$6,000,000 to finance the City's share of eligible project costs, together with related financing and issuance costs.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the issuance of general obligation notes

Attachments:

1. Paducah 2026A GO - Note Ordinance(70127772.2)

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING THE ISSUANCE OF ITS CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION NOTES, TAXABLE SERIES 2026A IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$6,000,000 FOR THE PURPOSE OF FINANCING THE COSTS OF A COMMERCIAL BUILDING AND RELATED FURNISHINGS AND EQUIPMENT FOR THE PUBLIC PURPOSE OF PROMOTING ECONOMIC DEVELOPMENT WITHIN THE CITY; APPROVING THE FORM OF THE NOTES; AUTHORIZING DESIGNATED OFFICERS OF THE CITY TO EXECUTE AND DELIVER THE NOTES; AUTHORIZING AND DIRECTING THE FILING OF A NOTICE WITH THE STATE LOCAL DEBT OFFICER; PROVIDING FOR THE PAYMENT OF AND SECURITY FOR THE NOTES; ESTABLISHING A NOTE PAYMENT FUND FOR THE NOTES; AFFIRMING THE MAINTENANCE OF THE EXISTING SINKING FUND; AUTHORIZING THE ACCEPTANCE OF THE BID OF THE PURCHASER OF THE NOTES; AND REPEALING ANY INCONSISTENT ORDINANCES.

WHEREAS, the City of Paducah, Kentucky (the “City”) has determined and does hereby confirm that it is a public purpose of the City to finance all or a portion of the costs of the acquisition, construction, installation, and equipping of a commercial building and related furnishings and equipment to promote economic development within the City (the “Project”); and

WHEREAS, in order to achieve the foregoing objective, 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 Notes, Taxable Series 2026A (the “Notes”) in a maximum aggregate principal amount of \$6,000,000 (i) to finance all or a portion of the costs of the Project; (ii) to pay capitalized interest on the Notes, if desirable; (iii) to pay all or a portion of the cost of credit enhancement on the Notes, if any; and (iv) to pay all or a portion of the costs of issuance of the Notes; 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 “General Obligation Act”), and Sections 58.010 to 58.140, inclusive, of the Kentucky Revised Statutes, as amended (the “Public Project Act”), a city may issue bonds and notes, subject to the applicable requirements of the General Obligation Act or the Public Project Act, for the purpose of paying all or a portion of the costs of the acquisition, construction, installation, or equipping of any public project to the extent that such city is duly authorized to cause the acquisition, construction, installation, and equipping thereof; and

WHEREAS, the City desires to cause all or a portion of (i) the costs of the Project to be financed; (ii) the costs of capitalized interest on the Notes, if desirable, to be financed; (iii) the costs of credit enhancement for the Notes, if any, to be financed; and (iv) the costs of issuance of the Notes to be financed, all through the issuance of the Notes, which are to be sold and awarded by the City 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; and

WHEREAS, upon the advice of Robert W. Baird & Co. Incorporated, Paducah, Kentucky, the City's independent registered municipal advisor (the "Municipal Advisor"), the public, competitive sale of the Notes may be conducted by awarding such Notes to either (i) an underwriter via a public offering (a "Public Offering"), or (ii) a financial institution or other sophisticated investor to hold for its own investment via a limited public offering (a "Limited Public Offering"), depending on which method results in the greatest benefit to the City at the time of advertising the sale of the Notes.

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

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

Section 2. Necessity, Authorization, and Purpose. The City hereby declares that it is necessary and desirable to issue, and hereby authorizes the issuance of, its General Obligation Notes, Taxable Series 2026A, in a maximum aggregate principal amount of \$6,000,000, for the purposes of (a) financing all or a portion of the costs of the Project; (b) paying capitalized interest on the Notes, if desirable; (c) paying the costs of credit enhancement for the Notes, if any; and (d) paying all or a portion of the costs of issuance of the Notes.

The exact principal amount of Notes to be issued shall be established in the Award Certificate (as hereinafter defined) for the Notes.

Section 3. Designation. The Notes shall be issued as fully registered notes and shall be designated as the "City of Paducah, Kentucky General Obligation Notes, Taxable Series 2026A." Each Note issued under this Note Ordinance shall express upon its face the purposes for which the Notes are issued and that the Notes are issued under the General Obligation Act. If the Notes are issued in a calendar year after calendar year 2026, their designation may be adjusted to reflect the calendar year and their order of issuance.

Section 4. Authorized Denominations. The Notes shall be in denominations as requested by their purchaser, which shall be in integral multiples of (a) \$5,000, if the Notes are sold in a Public Offering, or (b) \$1,000, if the Notes are sold in a Limited Public Offering. If the Notes are sold in a Limited Public Offering, then no Note shall be transferrable to another holder in an amount less than \$100,000, regardless of the amount of the authorized denominations established in the Award Certificate.

Section 5. Dated Date. The Notes shall be dated as of their date of initial issuance and delivery, or such other date as shall be determined in the award certificate accepting the bid of the Purchaser of the Notes (the "Award Certificate") to be executed by an Authorized Officer (as defined herein) of the City on the date of the sale of the Notes.

Section 6. Interest Payment Dates. Interest on the Notes shall be payable semiannually on the first day of two calendar months that are exactly six months apart (each, an "Interest Payment

Date”). The Interest Payment Dates for the Notes shall be selected by the Mayor, Director of Finance, or City Clerk (each, an “Authorized Officer”) and set forth in the Award Certificate. The first Interest Payment Date for the Notes shall be the first Interest Payment Date that occurs after the date of issuance of the Notes and shall be identified by the City in the Award Certificate.

Section 7. Maturity; Principal Payment Dates. The Notes shall have a single maturity date, which shall be no later than December 31, 2029 (the “Maturity Date”). The Maturity Date for the Notes and the principal amount of the Notes shall be established in the Award Certificate.

The maximum maturity of any Note issued hereunder shall not exceed five years from its date of issuance.

Section 8. Interest Rates. Interest on the Notes shall be calculated on the basis of a 360-day year with twelve 30-day months. The interest rate or rates on the Notes shall be determined in the Award Certificate; provided, however, that no stated interest rate of any of the Notes shall exceed seven percent per annum.

Section 9. Payment. The principal of and interest on the Notes are payable in lawful money of the United States of America. If the Notes are issued in Book-Entry Form and registered to a Securities Depository or a Securities Depository Nominee under and as defined in Section 14 hereof, then the principal of and interest on the Notes shall be payable, as and when due and payable, by wire transfer from the Paying Agent and Registrar designated in Section 22 hereof to the Securities Depository or the Securities Depository Nominee. If the Notes are not issued in Book-Entry Form, then the principal of the Notes shall be payable as and when due, whether at maturity or by prior redemption, upon their presentation and surrender at the designated office of the Paying Agent and Registrar, and interest on the Notes shall be payable on each Interest Payment Date by check or draft mailed by the Paying Agent and Registrar to each registered holder of the Notes at their respective addresses shown on the Register maintained by the Paying Agent and Registrar in accordance with Section 11 hereof.

The date for the purpose of determining the registered holder to whom principal or interest shall be payable on the next succeeding Interest Payment Date shall be the fifteenth day of the month immediately preceding such Interest Payment Date (the “Record Date”), and for such purpose, the Paying Agent and Registrar may treat the person in whose name any Note is registered on the Record Date as the registered holder thereof.

Section 10. Form of Notes. The Notes shall be issued in substantially the form set forth in Exhibit A attached hereto, with necessary and appropriate variations, omissions, and insertions as permitted or required by this Note Ordinance.

Section 11. Registration. So long as any of the Notes are outstanding, the Paying Agent and Registrar shall keep and maintain, at its designated office, complete books for the registration and transfer of the Notes (the “Register”) and shall provide for the registration and transfer of the Notes in accordance with the terms hereof. If the Notes are issued in a Public Offering, they shall be authenticated by the Paying Agent and Registrar. Except as may otherwise be provided herein with respect to any Notes issued in Book-Entry Form, each Note 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

thereof or its authorized representative. Upon receipt of any such Note duly endorsed for transfer or accompanied by any assignment for transfer, the Paying Agent and Registrar shall transfer such Note within a period of three days by reissuing such Note, duly executed by the City and, for any Notes originally sold in a Public Offering, authenticated by the Paying Agent and Registrar, and by delivering the new Note to the new registered holder thereof with all reasonable diligence.

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

Except as may otherwise be provided herein with respect to any Notes issued in Book-Entry Form, each Note shall be exchangeable upon the presentation and surrender thereof at the designated office of the Paying Agent and Registrar for one or more Notes of the same series and maturity, in denominations of \$5,000 or \$1,000, as the case may be, or any integral multiple thereof, and in an aggregate principal amount or amounts equal to the unpaid principal amount of the Note or Notes so presented for exchange. The Paying Agent and Registrar shall be and is hereby authorized to authenticate and deliver any Notes to be delivered in exchange in accordance herewith. Each Note delivered in exchange for a surrendered Note shall constitute an original contractual obligation of the City and shall be entitled to all of the benefits and security of this Note Ordinance to the same extent as the Note or Notes in lieu of which such Note is delivered in exchange therefor. Any Notes surrendered for exchange shall be canceled by the Paying Agent and Registrar, and the Paying Agent and Registrar shall maintain a complete record of all exchanges, transfers, and cancellations of any of the Notes on the Register and shall make a report thereof to the City on not less than an annual basis. No service charge or other transfer fee shall be charged to any registered holder of the Notes in connection with the transfer or exchange of a Note; provided, however, that the registered holder of any Note may be required to pay an amount equal to any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Note.

Section 12. Destruction of Notes. Whenever any outstanding Note shall be delivered to the Paying Agent and Registrar for cancellation in accordance with this Note Ordinance, upon the payment of the principal or interest represented thereby or for replacement or exchange, such Note, following such payment, replacement, or exchange, shall be promptly canceled and destroyed by the Paying Agent and Registrar and counterparts of a certificate evidencing the destruction thereof shall be furnished by the Paying Agent and Registrar to the City. All Notes that have been redeemed shall not be reissued and shall be promptly canceled and destroyed by the Paying Agent and Registrar in accordance with this Section and the Paying Agent Agreement described in Section 22 hereof.

Section 13. Mutilated, Lost, Stolen, or Destroyed Notes. If any Note is mutilated, lost, stolen, or destroyed, the City may execute and deliver, and for Notes sold in a Public Offering, the Paying Agent and Registrar may authenticate, a new Note of like series, date, maturity, and denomination as the Note so mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Note, such Note shall first be surrendered to the Paying Agent and Registrar, and in the case of any lost, stolen, or destroyed Note, there shall be first furnished to the City and the Paying Agent and Registrar evidence of such loss, theft, or destruction satisfactory to the City and the Paying Agent and Registrar, together with such indemnity as the City and the Paying Agent and Registrar may require. If any such Note shall have matured, in lieu of issuing a duplicate Note, the

City may pay such Note without the surrender thereof. The City and the Paying Agent and Registrar may charge the holder or owner of such Note their reasonable fees and expenses in this connection.

Section 14. Notes Issued in Book-Entry Form. If the Notes are sold in a Public Offering, they shall initially be issued in Book-Entry Form and registered in the name of either the Securities Depository or the Securities Depository Nominee, as provided in this Section. Unless the Notes are issued in a Limited Public Offering or the Notes are no longer issued in Book-Entry Form as provided in this Section, the Notes shall be registered in the name of the Securities Depository or the Securities Depository Nominee and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Participants thereof. If the Notes are sold in a Public Offering, they shall initially be registered in the name of Cede & Co., as the initial Securities Depository Nominee of The Depository Trust Company, as the initial Securities Depository. Each Authorized Officer of the City is authorized to approve and execute, on behalf of the City, a letter of representations or any other appropriate instrument with the Securities Depository (to which the Paying Agent and Registrar may also be a party) relating to the issuance and administration of the Notes issued in Book-Entry Form.

So long as any Notes are maintained in Book-Entry Form, such Notes may be transferred, in whole but not in part, only to the Securities Depository, the Securities Depository Nominee, any successor Securities Depository selected or approved by the City, or any nominee of any such successor Securities Depository.

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

As to any Note, the person in whose name the Note 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 Note shall be made only to or on the order of the registered holder thereof or his or her legal representative. Payment of the principal of and interest on any Notes not registered in Book-Entry Form shall be made as provided in Section 9 hereof.

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

If, at any time, the Securities Depository notifies the City that it is unwilling or unable to continue as the Securities Depository with respect to the Notes or if, at any time, the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of

1934, as amended, or other applicable statute or regulation, and a successor Securities Depository is not appointed by the City within ninety days after the City receives notice or becomes aware of such condition, as the case may be, then this Section shall no longer be applicable and the City shall thereupon execute and the Paying Agent and Registrar shall authenticate and deliver certificates representing the Notes to the registered holders thereof.

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

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

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

“Securities Depository” means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and 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 ownership of beneficial interests in notes and note service charges for any Notes issued and maintained in Book-Entry Form and to effect transfers of such notes 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 shall initially mean Cede & Co., New York, New York, as nominee of The Depository Trust Company.

Section 15. Redemption.

(a) Optional Redemption. If the Notes are sold in a Public Offering, they shall be subject to optional redemption as shall be set forth in the Award Certificate, in whole or in part, 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 Registrar, at a redemption price equal to the principal amount of Notes to be redeemed, plus accrued interest to the date of redemption. If the Notes are sold in a Limited Public Offering, they shall be subject to optional redemption on any date, except as otherwise provided in the Award Certificate.

(b) Mandatory Sinking Fund Redemption. The Notes shall not be subject to mandatory sinking fund redemption.

(c) General Redemption Terms. At least thirty days before the redemption date of any Note, the Paying Agent and Registrar shall cause a notice of redemption, either in whole or in part, signed by the Paying Agent and Registrar, to be mailed, first class, postage prepaid, to all registered owners of the Notes to be redeemed, at their addresses as they appear on the Register kept by the Paying Agent and Registrar; provided, however, that the failure to mail any such notice shall not affect the validity of the proceedings for the redemption of any Notes for which such notice has been sent. Each redemption notice shall set forth the date fixed for redemption, the redemption price to

be paid, and if less than all of the Notes being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive series number or letters, if any, of such Notes to be redeemed.

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

Notwithstanding the foregoing, any optional redemption may be conditioned upon funds in an amount sufficient to carry out such optional redemption being deposited with the Paying Agent and Registrar on or before the applicable optional redemption date. Any failure to make such deposit shall not constitute an event of default under this Note Ordinance, and in such event, the optional redemption shall be cancelled. If the City knows in advance of any optional redemption date that the necessary deposit will not occur, the City shall either (i) in the case of a Public Offering, notify the Paying Agent and Registrar with instructions to give notice to the registered owner of the Notes so called for redemption of the cancellation of the optional redemption, or (ii) in the case of a Limited Public Offering, give such notice directly to the registered owner of the Notes so called for optional redemption.

Section 16. Execution and Delivery. The Notes shall be duly executed by the manual, facsimile, or electronic signature of the Mayor and duly attested by the manual, facsimile, or electronic signature of the City Clerk. If the Notes are sold in a Public Offering, they shall also bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar. The Mayor and City Clerk are further authorized and directed (a) to deliver the Notes to the Purchaser thereof in accordance with the terms and conditions provided in this Note Ordinance, the Award Certificate, and the winning bid therefor; (b) to receive the proceeds for the Notes; and (c) to execute and deliver such certificates and other closing documents and take such other action as may be necessary or appropriate in order to effectuate the proper issuance, sale, and delivery of the Notes.

Section 17. General Obligation. The Notes shall be full general obligations of the City and the full faith, credit, and taxing power of the City are hereby pledged for the prompt payment of the Notes and the interest thereon. During the period the Notes are outstanding, there shall be and there hereby is levied on all of the taxable property in the City, in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the principal of and interest on the Notes as and when due, it being hereby found and determined that the current tax rates of the City are within all applicable limitations. The tax shall be, and hereby is, ordered to be computed, certified, levied, and extended upon the tax duplicate and shall be collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of the years are certified, extended, and collected. The tax shall be placed before and in preference to all other items and for the full amount thereof; provided, however, that in each year, to the extent that other lawfully available funds of the City are available for the payment of the Notes and are

appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the City shall be reduced by the amount of such other funds so available and appropriated.

Section 18. 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 Notes remain outstanding. The funds derived from the tax levy required by Section 17 hereof or any other lawfully available funds of the City shall be placed in the Sinking Fund and, together with interest collected on the same, are irrevocably pledged for the payment of the principal of and interest on all notes issued by the City under the General Obligation Act and all Tax-Supported Leases, as defined in the General Obligation Act, as and when the same become due and payable. Funds on deposit in the Sinking Fund shall be transferred to the Note Payment Fund at the times and in the amounts required by Section 19 hereof.

Section 19. Other Series-Specific Funds and Accounts.

(a) Note Payment Fund. There is hereby created and established with the Paying Agent and Registrar a note payment fund in the name of the City to be designated as the “City of Paducah, Kentucky General Obligation Notes, Taxable Series 2026A – Note Payment Fund” (the “Note Payment Fund”), into which the City covenants to deposit, and into which the Authorized Officers of the City are hereby authorized and directed to deposit, from the City’s General Fund, on or before the twenty-fifth day of the month which precedes an Interest Payment Date, the amount required to pay all principal and interest due on the Notes on such Interest Payment Date. If the Notes are sold in a Public Offering, the Note Payment Fund shall be held, maintained, and administered by the Paying Agent and Registrar. If the Notes are sold in a Limited Public Offering, the City shall hold, maintain, and administer the Note Payment Fund as the Paying Agent and Registrar. The Paying Agent and Registrar shall, without further authorization from the City, withdraw from the Note Payment Fund, on each Interest Payment Date, the amount necessary to pay the principal and interest due on the Notes to the registered owners thereof. If the designation of the Notes is revised in accordance with Section 3 hereof, the name of the Note Payment Fund shall also be revised to match the final designation of the Notes.

The Paying Agent and Registrar is hereby appointed depository of the Note Payment Fund with respect to the Notes.

If the City fails or refuses to make any required deposit in the Note Payment Fund from the Sinking Fund, the Paying Agent and Registrar shall (i) notify any agency or political subdivision of the Commonwealth of Kentucky that may collect and distribute taxes or revenues for the City to seek any available remedial action, (ii) upon being indemnified against all costs and expenses, exercise any remedy provided in the General Obligation Act or any other remedy provided at law or in equity, for the benefit of the owners of the Notes or their assignees, and (iii) disburse all funds so collected to the registered owners of the Notes as payment for any amounts due on such Notes. If the Notes are sold in a Limited Public Offering, the registered owner of the Notes may take these actions if the City fails to perform such actions in its capacity as the Paying Agent and Registrar for the Notes.

(b) Cost of Issuance Fund. There is hereby created and established with the Paying Agent and Registrar a special cost of issuance fund in the name of the City to be known as the “City of Paducah, Kentucky General Obligation Notes, Taxable Series 2026A – Cost of Issuance Fund”

(the “Cost of Issuance Fund”), into which the City covenants to deposit, and into which the Authorized Officers are hereby authorized and directed to deposit a portion of the proceeds of the Notes in an amount sufficient to pay, together with other available monies of the City deposited therein, all costs incurred in connection with the issuance of the Notes. The Paying Agent and Registrar shall, upon receipt of appropriate written direction from an Authorized Officer, withdraw from the Cost of Issuance Fund such amounts as are necessary to pay the costs of issuance of the Notes and shall pay such costs in accordance with such directions.

Section 20. Disposition of Note Proceeds. The proceeds of the sale of the Notes shall be deposited, together with any other available funds of the City, as follows: (a) accrued interest and a rounding amount, if any, shall be deposited in the Note Payment Fund; (b) an amount sufficient to pay all or a portion of the costs of issuing the Notes, including any proceeds designated for the payment of the costs of credit enhancement on the Notes, shall be deposited in the Cost of Issuance Fund; and (c) the remainder of the proceeds shall be deposited in a special construction fund hereby directed to be created and established, to be designated as the “City of Paducah, Kentucky General Obligation Notes, Taxable Series 2026A – Construction Fund” (the “Construction Fund”), which shall be held by the construction fund depository designated in the Award Certificate and used for the acquisition, construction, installation, and equipping of the Project.

Section 21. Sale of Notes; Award Certificate. The Authorized Officers of the City are hereby directed to sell the Notes to the Purchaser at advertised, competitive sale. The City shall comply with all applicable requirements of Chapter 66 and Chapter 424 of the Kentucky Revised Statutes by advertising for bids for the purchase of the Notes. Upon the advice of the Municipal Advisor, the Notes may be sold in a Public Offering or a Limited Public Offering, depending on which method results in the greatest benefit to the City, as shall be determined by the Municipal Advisor at the time of advertising the sale of the Notes.

(a) Sale by Public Offering. If the Notes are sold via a Public Offering, the Award Certificate shall establish the final terms of the Notes, including the final Maturity Date, the Interest Payment Dates, the aggregate principal amount, the interest rate or rates, and the optional redemption dates with respect thereto, as well as the identity of the Paying Agent and Registrar and all other necessary items described herein. Each Authorized Officer of the City is hereby authorized, without any further action by the Board of Commissioners, to execute the Award Certificate establishing the terms of the Notes and the identity of the Paying Agent and Registrar.

A form Notice of Note Sale has been prepared in advance by Dinsmore & Shohl LLP, as bond counsel for the Notes (“Note Counsel”), which form is hereby approved and authorized for use in connection with advertising the sale of the Notes.

A form of the Official Terms and Conditions of Note Sale, including an Official Bid Form, has also been prepared in advance by Note Counsel in connection with the marketing and sale of the Notes, which provides specific instructions (including conditions not recited herein) calculated to ensure uniformity in the bidding for the Notes, which forms are hereby approved and authorized, subject to such modifications, in accordance with the provisions and intent of this Note Ordinance, as may be determined by the Municipal Advisor, and which forms shall be executed by an Authorized Officer and furnished to interested bidders who may request it.

All actions previously taken by the City with respect to the preparation of any instruments and the distribution of such information by the City as shall be necessary in connection with the public, competitive sale of the Notes, including the preparation and distribution of a Preliminary Official Statement and final Official Statement, which Preliminary Official Statement and Official Statement shall be deemed final by the Mayor in accordance with Rule 15c2-12 of the Securities and Exchange Commission, are hereby ratified and approved.

(b) Sale by Limited Public Offering. If the Notes are sold via a Limited Public Offering, the Award Certificate shall establish the final terms of the Notes, including the final Maturity Date, the Interest Payment Dates, the aggregate principal amount, the interest rate or rates, and the optional redemption dates with respect thereto, in addition to the identity of the Paying Agent and Registrar (if not the City) and all other necessary items described herein. Each Authorized Officer is hereby authorized, without any further action by the Board of Commissioners, to execute the Award Certificate establishing the terms of the Notes and the identity of the Paying Agent and Registrar (if not the City). The Notes shall be awarded to the respondent who provides the best response to the Request for Proposals prepared for the City by the Municipal Advisor and not necessarily to the respondent who provides the lowest bid. In evaluating the responses to the Request for Proposals, the City shall consider the following criteria, which criteria are not exclusive: (i) the net interest cost to the City achieved by the financing in accordance with the terms proposed by each bidder; (ii) the complexity of the legal structure and administration of the financing proposed by each bidder; (iii) the closing fees and charges to be charged by each bidder; (iv) the optional redemption and prepayment premiums, conditions, and restrictions to be imposed by each bidder; and (v) any other material terms and conditions to be required by each bidder that impact the value or effectiveness of the issuance of the Notes for the City. Bidders shall be limited to institutions or persons having knowledge and experience in financial and business matters who are capable of evaluating the merits and risks of the Notes, who are not purchasing for more than one account, and who do not intend to redistribute the Notes. To the extent deemed necessary by the Municipal Advisor, the City hereby approves the execution of any necessary documents related to the solicitation for the purchase of the Notes (collectively, the "Limited Offering Documents"), which Limited Offering Documents shall be prepared by the City, Note Counsel, or the Municipal Advisor in the usual and customary form, and hereby approves the distribution of such Limited Offering Documents to potential bidders. Upon an application from any prospective bidder for the Notes, the City shall furnish any material information about the City and its finances as may be reasonably requested, but no official statement or similar documents will be provided in connection with the sale of the Notes.

On the date the City awards the Notes to the Purchaser, the City and the Purchaser shall execute and deliver a Loan and Note Purchase Agreement in substantially the form attached hereto as Exhibit B (the "Purchase Agreement"). The Authorized Officers are hereby authorized and directed to execute and deliver the Purchase Agreement on behalf of the City, substantially in the form set forth in Exhibit B attached hereto, with such changes therein as the Authorized Officers executing such Purchase Agreement on behalf of the City shall approve, such approval to be conclusively evidenced by their execution and delivery thereof.

Section 22. Appointment and Duties of Paying Agent and Registrar. If the Notes are sold in a Public Offering, the Authorized Officers of the City shall appoint a financial institution to serve as paying agent and registrar in the Award Certificate (the "Paying Agent and Registrar"). If the Notes are sold in a Limited Public Offering, the City shall serve as the Paying Agent and

Registrar, which designation shall be memorialized in the Award Certificate, and the City shall maintain a record of the ownership of the Notes using the form of the Register attached hereto as Exhibit C. The Paying Agent and Registrar shall maintain a complete and current record of each Note issued, the name and address of each registered holder of the Notes, and any such additional information as may be required for compliance with applicable laws and regulations. In addition to the foregoing, the Paying Agent and Registrar will also make all payments of principal of and interest on any Note as provided herein.

If the Notes are sold in a Public Offering, the Mayor and the City Clerk are hereby authorized to execute and deliver a Paying Agent Agreement to be entered into by and between the City and the Paying Agent and Registrar (the "Paying Agent Agreement"). The form of the Paying Agent Agreement shall be approved by an Authorized Officer of the City in the Award Certificate.

If the Notes are sold in a Public Offering, the City hereby authorizes and directs the Paying Agent and Registrar to authenticate each of the Notes and to deliver the Notes to the Purchaser upon payment of the purchase price thereof.

The following provisions of this paragraph and the immediately following paragraph shall apply only if the Notes are sold in a Public Offering: The recitals of fact contained herein and in the Notes shall be taken as the statements of the City, and the Paying Agent and Registrar assumes no responsibility for the correctness of the same. In addition, the Paying Agent and Registrar makes no representations as to the validity or sufficiency hereof or of any Notes issued hereunder or with respect to the security afforded by this Note Ordinance, and the Paying Agent and Registrar shall not incur any responsibility with respect thereto. The City shall, however, be responsible for its representations contained in the Notes. Further, the Paying Agent and Registrar shall not be under any responsibility or duty with respect to the issuance of the Notes for value, the application of the proceeds of the Notes, or the application of any moneys paid to the City in connection with the issuance of the Notes. Unless properly indemnified, the Paying Agent and Registrar shall be under no obligation or duty (a) to perform any act which would involve it in any expense or liability, (b) to institute or defend any suit with respect hereto, or (c) to advance any of its own moneys. The Paying Agent and Registrar shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent and Registrar may consult with counsel, who may or may not be counsel to the City, and the opinion of such counsel shall be full and complete authorization and protection with respect to any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever the Paying Agent and Registrar shall deem it necessary or desirable that a matter be proved or established before taking or suffering any action hereunder, including the payment of moneys out of any fund, such matter (unless any other evidence with respect thereto is specifically prescribed herein) may be deemed to be conclusively proved and established by a certificate executed by an Authorized Officer, and such certificate shall be full warrant for any action taken or suffered by the Paying Agent and Registrar in good faith under the provisions of this Note Ordinance and in accordance therewith, but, in its discretion, the Paying Agent and Registrar may, in lieu thereof, accept other evidence of such fact or matter or may require such further or additional evidences as it may deem reasonable. Except as may be expressly provided otherwise herein, any request, order, notice, or other direction required or permitted to be furnished

by the City to the Paying Agent and Registrar in accordance with any provision hereof shall be sufficiently executed if executed in the name of the City by any Authorized Officer.

The Paying Agent and Registrar may become the owner of any of the Notes, with the same rights it would have if it were not the Paying Agent and Registrar. The Paying Agent and Registrar and any other commercial banking institution may act as depository for, or permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of registered holders or to effect or aid in any reorganization growing out of the enforcement of the Notes or this Note Ordinance, whether or not any such committee shall represent the holders of a majority in principal amount of the Notes then outstanding.

Section 23. Continuing Disclosure. If the Notes are to be sold in a Public Offering, the City shall, before the issuance of the Notes, execute a continuing disclosure undertaking (whether in the form of an agreement or certificate) dated the date of issuance and delivery of the Notes (as may be amended from time to time in accordance with the terms thereof, the “Continuing Disclosure Undertaking”). The City hereby covenants and agrees that it will comply with and carry out all of the provisions of such Continuing Disclosure Undertaking. Notwithstanding any provision of this Note Ordinance to the contrary, the failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default under this Note Ordinance; however, any holder of a Note, if the Notes are sold in a Public Offering, may take any action as may be necessary to obtain specific performance by a court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking. If the Notes are sold in a Limited Public Offering, the City shall comply with any requirements contained within the Purchase Agreement requiring the periodic disclosure of financial information.

Section 24. 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 Notes:

- (a) The failure to pay the principal of any Note when due and payable, either at maturity or by proceedings for redemption;
- (b) The failure to pay any installment of interest on any Note as and when the same shall become due and payable or within thirty days thereafter; and
- (c) The default by the City in the due or punctual performance of any other of the covenants, conditions, agreements, or provisions contained in the Notes or this Note Ordinance.

Upon the occurrence of an event of default as defined above, any of the registered holders of the Notes may, by suit, action, mandamus, or other proceedings at law or in equity, enforce and compel performance by the City and its officers and agents of all duties imposed or required to be performed by law or by this Note Ordinance, including the levying and collection of sufficient taxes and the application thereof in accordance with the provisions of this Note Ordinance.

Section 25. Defeasance. The City reserves the right, at any time, to cause the pledge set forth in this Note Ordinance securing the Notes to be defeased and released by paying into an escrow fund an amount sufficient, when invested (or sufficient without such investment, as the case may be) in direct obligations of the United States government having such maturities as to assure

the availability in such escrow fund of an adequate amount, (a) to call for redemption and to redeem and retire such Notes, both as to principal and as to interest, on the next or any optional redemption date, including all costs and expenses incurred in connection therewith, and to pay all principal and interest that shall become and be due on such Notes to and on such date, or (b) to pay all principal and interest requirements with respect to such Notes as the same mature, without redemption in advance of maturity. The Board of Commissioners of the City shall make the determination of whether to defease the Notes in accordance with clause (a) or (b), or both. If the defeasance of the Notes is to be accomplished in accordance with clause (a) above, the City shall take all steps necessary to give appropriate notice of the redemption of such Notes on the applicable redemption date. Upon the proper amount of United States government obligations being deposited in an escrow fund and pledged in accordance with this Section, the pledge set forth in this Note Ordinance securing such Notes shall be automatically and fully defeased and released without any further action.

Section 26. Contractual Nature of Note Ordinance. The provisions of this Note Ordinance shall constitute a contract between the City and the holders of the Notes, and after the issuance of the Notes, no change or alteration of any kind in the provisions hereof shall be made, except as provided herein, until such time as all of the Notes and the interest thereon have been fully paid or defeased; provided, however, that (a) the Board of Commissioners may adopt an ordinance or resolution (i) to evidence the succession of another bank or trust company as Paying Agent and Registrar, (ii) for any other purpose not inconsistent with the terms hereof which shall not impair the security of the holders of the Notes, 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 Notes 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 Note Ordinance shall not be so modified in any manner that may adversely affect the rights of any holders of the Notes without similarly affecting the rights of all holders of the Notes or to reduce the percentage of the holders of the Notes whose consent is required to effect a further modification.

Section 27. Filing. The Authorized Officers are hereby authorized to undertake and cause all filings which may be required by law to be filed by the City in connection with the issuance of the Notes, including, without limitation, the filing with the State Local Debt Officer required by law.

Section 28. Further Actions. In connection with the undertaking and implementation by the City of the plan of financing described herein, which plan of financing is hereby expressly directed, the Authorized Officers of the City are hereby authorized and directed to take and carry out such further actions as are necessary, desirable, or appropriate to effect such plan, including executing and delivering a financial advisory services agreement with the Municipal Advisor.

Section 29. Discharge of Note Ordinance. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the owners of the Notes, the total principal and interest due or to become due thereon through the final maturity of the Notes, in the manner stipulated therein and in this Note Ordinance, then the pledges made hereunder and all covenants, agreements, and other obligations of the City hereunder shall thereupon cease, terminate, and become void and shall be discharged and satisfied.

Section 30. Severability. If any one of the provisions of this Note 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 of this Note Ordinance and shall not affect the validity of such other provisions.

Section 31. Inconsistent Actions. All prior ordinances, resolutions, orders, or parts thereof inconsistent herewith are hereby repealed.

Section 32. Open Meetings Compliance. The City hereby finds and determines that (a) all formal actions relative to the adoption of this Note Ordinance and the issuance of the Notes were taken in open meetings of the Board of Commissioners of the City, and (b) all deliberations of the City and of its committees, if any, which resulted in such formal actions, took place while such meetings, after proper notice, were open to the public, in compliance with all applicable legal requirements, including Sections 61.810 through 61.850 of the Kentucky Revised Statutes.

Section 33. Rules of Construction. The singular form of any word used herein shall include the plural, and vice versa. The use herein of a word of any gender shall include correlative words of all other genders. Unless otherwise specified, the word “including” shall mean “including, without limitation,” the word “or” shall mean “or,” and the word “any” shall mean “any and all.” Unless otherwise specified, references to Articles, Sections, and other subdivisions of this Note Ordinance are to the designated Articles, Sections, and other subdivisions of this Note Ordinance as originally executed. The words “hereof,” “herein,” “hereunder,” and words of similar import refer to this Note Ordinance as a whole. The captions or headings in this Note Ordinance are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or Sections of this Note Ordinance. Exhibits A, B, and C attached hereto are hereby incorporated by reference into this Note Ordinance and constitute a part hereof.

Section 34. Effective Date. This Note Ordinance shall become effective immediately upon adoption and publication of a summary thereof, as provided by law.

[Signature page to follow]

SIGNATURE PAGE TO NOTE ORDINANCE

INTRODUCED AND PUBLICLY READ ON FIRST READING ON JULY 28, 2026.

PUBLICLY READ, ADOPTED, AND APPROVED ON SECOND READING, THIS
AUGUST 11, 2026.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

Attest:

By: _____
City Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Paducah, Kentucky, and as such City Clerk, I further certify that the foregoing is a true, correct, and complete copy of a Note Ordinance duly enacted by the Board of Commissioners of the City at a duly convened meeting held on August 11, 2026, 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 August 11, 2026.

City Clerk

EXHIBIT A
TO
NOTE ORDINANCE

FORM OF NOTES

* * * * *

[If A PUBLIC OFFERING]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”) to issuer or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.
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[If A LIMITED PUBLIC OFFERING]

LIMITATION ON RESALE. This Note and the issue of which it is a part have not been registered under the Securities Act of 1933, as amended. This Note cannot be resold or transferred without registration under the Securities Act of 1933, as amended, or unless an exemption therefrom is available.
--

UNITED STATES OF AMERICA
COMMONWEALTH OF KENTUCKY
CITY OF PADUCAH, KENTUCKY
GENERAL OBLIGATION NOTE,
TAXABLE SERIES 2026A

Number R-_____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	[If a Public Offering – <u>CUSIP</u>]
_____%	September 1, 2029	_____, 2026	[695309 ____]

Registered Owner: [If a Public Offering – 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 set forth above (or, if any part thereof has been paid, the balance thereof remaining unpaid), on the Maturity Date specified above, and to pay interest on the Principal Amount (or, if any part thereof has been paid, the balance thereof remaining unpaid) from the Date of Original Issue set forth above, payable on each March 1 and September 1, commencing March 1, 2027, at the Interest Rate per annum identified above, calculated on the basis of a 360-day year with twelve 30-day months, except as the provisions set forth herein with respect to prior redemption may be and become applicable hereto. The Principal Amount of and interest on this Note are payable, without any deduction for exchange,

collection, or service charges, in lawful money of the United States of America. [If a Public Offering – The Principal Amount of and interest on this Note shall be payable by wire transfer from [Paying Agent Name], [Paying Agent City], [Paying Agent State] (the “Paying Agent and Registrar”) to Cede & Co., New York, New York, as nominee of The Depository Trust Company, New York, New York, the Securities Depository.] [If a Limited Public Offering – The Principal Amount of this Note is payable upon the presentation and surrender of this Note to the City at 300 South 5th Street, Paducah, Kentucky 42003. All interest on this Note payable prior to the Maturity Date shall be paid by check or draft drawn upon the City, as Paying Agent and Registrar, and mailed to the Registered Owner hereof, as of the record date, at the address shown on the registration books kept by the City, as Paying Agent and Registrar. The record date shall be the fifteenth day of the month preceding each interest payment date.]

This Note is one of an issue of Notes of like tenor and effect, except as to denomination and maturity, numbered from R-1 upward, inclusive, of the denomination of [If a Public Offering – \$5,000] [If a Limited Public Offering – \$1,000] or any integral multiple thereof, originally aggregating [_____] dollars (\$[____]) in principal amount, issued for the purposes of financing all or a portion of the costs of the acquisition, construction, installation, and equipping of a commercial building and related furnishings and equipment for the public purpose of promoting economic development within the City (the “Project”); (ii) paying capitalized interest on the Notes, if desirable; (iii) financing all or a portion of the cost of credit enhancement on the Notes, if any; and (iv) financing all or a portion of the costs of issuance of the Notes, all under and in full compliance with the general laws of the Commonwealth of Kentucky, 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 August 11, 2026 (the “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 Note 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 NOTE IS CONTINUALLY SECURED BY THE FULL FAITH, CREDIT, AND TAXING POWER OF THE CITY.

The Notes mature on September 1, 2029 in an aggregate principal amount of \$[Par], and bear interest at an interest rate per annum of [_____] %.

[INSERT ANY OPTIONAL REDEMPTION REQUIREMENTS]

At least thirty days before the redemption date of any Notes, 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 Notes to be redeemed, at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure to mail any such redemption notice shall not affect the validity of the proceedings for the redemption of any Notes 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 of the Notes being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive number or letters, if any, of such Notes 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 Note Payment Fund by the Paying Agent and Registrar for the registered owners of the Notes to be redeemed, (i) the Notes so called for redemption shall become and be due and payable, at the redemption price provided for the redemption of such Notes on such date, (ii) the interest on the Notes so called for redemption shall cease to accrue, and (iii) the registered owners of the Notes to be redeemed shall have no right in respect thereof except to receive payment of the redemption price thereof.

Notwithstanding the foregoing, any such 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 a deposit shall not constitute an event of default under this Note or the Ordinance, and in such event, the redemption shall be cancelled. [If A Public Offering – If the City knows in advance of an applicable redemption date that the necessary deposit will not occur, the City shall notify the Paying Agent and Registrar with instructions to give notice to the registered owner of the Notes so called for redemption of the cancellation of the redemption.][If A Limited Public Offering – If the City knows in advance of an applicable redemption date that the necessary deposit will not occur, the City shall notify the registered owner of the Notes so called for redemption of the cancellation of the redemption.]

No recourse shall be had for the payment of the Principal Amount of or the interest on this Note or for any claim based hereon against any officer, agent, or employee, past, present, or future, 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 Note.

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 Note, or in the creation of the obligations of which this Note is evidence, have been done, have occurred, and have been performed in regular and due form and manner as required by law; (ii) that the full faith, credit, and taxing power of the City are hereby irrevocably pledged for the prompt payment of the Principal Amount hereof and the interest hereon; (iii) that the repayment obligation represented by this Note is not in excess of 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 Note as it falls due and to provide for the redemption of this Note at maturity or upon earlier redemption.

[Signature page to follow]

SIGNATURE PAGE TO TAXABLE SERIES 2026A NOTE

IN WITNESS WHEREOF, the City has caused this Note to be executed in its name by the manual, facsimile, or electronic signature of the Mayor of the City and attested by the manual, facsimile, or electronic signature of the City Clerk of the City, all as of the date set forth above.

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

Attest:

By: _____
City Clerk

[IF A PUBLIC OFFERING]

CERTIFICATE OF AUTHENTICATION

This is to certify that this Note is one of the Notes described hereinabove.

Authorized Signature
[Paying Agent Name],
Paying Agent and Registrar

Date of Authentication: _____

ASSIGNMENT

The following abbreviations, when used in the inscription on this Note 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 Note and does hereby irrevocably constitute and appoint _____
 _____ or its successor as Paying Agent and Registrar to transfer the Note on the
 books kept for registration thereof with full power of substitution in the premises.
 Signature guaranteed: _____

(Type or Print Name)

(Signature)

NOTE: The signature of the assignor 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.

EXHIBIT B
TO
NOTE ORDINANCE

FORM OF NOTE PURCHASE AGREEMENT
(FOR USE WITH LIMITED PUBLIC OFFERING NOTES ONLY)

* * * * *

[\$Final Par]
CITY OF PADUCAH, KENTUCKY
GENERAL OBLIGATION NOTES, TAXABLE SERIES 2026A

NOTE PURCHASE AGREEMENT

[Award Date]

Hon. George P. Bray, Mayor
City of Paducah, Kentucky
300 South 5th Street
Paducah, Kentucky 42003

Ladies and Gentlemen:

In response to the solicitation of the City of Paducah, Kentucky (the “City”), the undersigned (the “Purchaser”) has previously submitted its proposal dated [Proposal Date] (the “Proposal”), and the Purchaser hereby offers to enter into this Note Purchase Agreement (this “Agreement”) with the City for the purchase by it and sale by the City of the Notes of the City described below. This offer is made subject to acceptance by the City before the Closing (as hereinafter defined), and upon acceptance, this Agreement shall be in full force and effect in accordance with its terms and shall be binding upon both the City and the Purchaser.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase from the City, and the City hereby agrees to sell to the Purchaser, the City’s General Obligation Notes, Taxable Series 2026A, in a principal amount of \$[Par], to be dated [Closing Date] (the “Notes”). The Notes have been authorized by an ordinance adopted by the Board of Commissioners of the City on August 11, 2026 (the “Ordinance”), which Ordinance sets out the terms of the Notes. The Notes shall mature as to principal and shall bear interest as set out in the Ordinance and the Award Certificate executed by the Mayor of the City on [Award Date] (the “Award Certificate” and, together with the Ordinance, the “Authorizing Legislation”). Reference is made to the Authorizing Legislation for a further description of the Notes.

2. The City shall deliver to the Purchaser, or cause to be delivered to the Purchaser, after acceptance hereof by the City, at or before the Closing (as hereinafter defined), an executed or certified copy of the Authorizing Legislation and any other documents required to be delivered under the terms of the Authorizing Legislation and this Agreement.

3. On [Closing Date], at 10:00 a.m. (local time), at the offices of the Purchaser in [] (the "Closing"), the City will deliver to the Purchaser the Notes, as a single Note in fully registered form, as provided in the Authorizing Legislation, registered to the Purchaser and duly executed by the City, together with all other documents required by Note Counsel, Dinsmore & Shohl LLP, Louisville, Kentucky, and the Purchaser will accept such delivery of the Notes and will pay the City the purchase price thereof, by wire transfer or by any other manner acceptable to the City and Note Counsel, for application in accordance with the provisions of the Ordinance. The Notes will be made available for examination by the Purchaser at or before the Closing.

4. The Purchaser has entered into this Agreement in reliance upon (a) the representations and agreements of the City contained herein and in the Authorizing Legislation and (b) the performance by the City of its obligations hereunder and thereunder, both as of the date hereof and as of the date of the Closing. The Purchaser acknowledges and represents that the Notes are being sold and originally issued to the Purchaser, as a fully knowledgeable purchaser, and that the Notes are not being publicly distributed. The Purchaser has knowledge and extensive experience in financial and business matters, including the purchase of securities for investment, and is capable of evaluating the merits and risks of investment in the Notes and is able to bear the economic risks of such investment in the Notes. No official statement or prospectus has been prepared by the City in connection with the sale of the Notes to the Purchaser and, in purchasing the Notes, the Purchaser is acquiring the Notes solely upon investigation independently made by it into the financial condition of the City and the information regarding the City already furnished to or known to the Purchaser. The Purchaser understands that the Notes are payable solely from the sources set forth in the Ordinance. The Purchaser has received and reviewed all of the documentation described herein related to the issuance of the Notes and has further received all materials and information requested by it in connection with the issuance of the Notes. The Purchaser represents that it is purchasing the Notes for its own account and not with any intention of resale or distribution thereof, and further represents that any future transfer or sale of the Notes by the Purchaser to others will be carried out only on the basis of compliance with the requirements of the laws and regulations which are applicable to any such action, upon the advice of counsel. Notwithstanding the foregoing, the Purchaser may participate with other banks in the benefits of its ownership of the Notes, provided that the City's obligations under the Ordinance and the Notes shall extend only to the Purchaser. The City hereby represents and warrants to the Purchaser that, to the City's knowledge, the materials and information provided by the City to the Purchaser described in this Paragraph are true and accurate; provided, however, that no such representations or warranties are made with respect to forward-looking statements or financial projections contained therein.

5. The Purchaser's obligations under this Agreement are and shall be subject to the following further conditions:

(a) At the Closing, the Authorizing Legislation and other related documents shall be in full force and effect and shall not have been amended, modified, or supplemented, except as may have been agreed to in writing by the Purchaser;

(b) At the time of the Closing, the Purchaser shall receive:

(i) any documents referred to in Paragraph 2 of this Agreement;

(ii) the approving opinion of Note Counsel, dated as of the date of Closing, to the general effect, among other things, (A) that the Notes are a valid general obligation of the City, secured in the manner provided in the Ordinance; and (B) that, based on certain representations, warranties, and covenants of the City, the interest on the Notes is not included in gross income for Kentucky income tax purposes;

(iii) any commitment, closing, or bank counsel fee described by the Purchaser's bid for the Notes;

(iv) an opinion of counsel for the City in form satisfactory to the Purchaser and Note Counsel; and

(v) such additional certificates, opinions, or other documents as the Purchaser or Note Counsel may reasonably require to evidence (A) the accuracy, as of the Closing, of the representations and warranties of the City contained in the documents related to the issuance of the Notes and (B) the due performance and satisfaction by the City, at or before the Closing, of all agreements then to be performed and all conditions then to be satisfied by the City;

(c) The Purchaser shall have the right, before the Closing, to cancel its obligations to purchase the Notes if, between the date hereof and the time of Closing, (i) trading in securities generally on the New York Stock Exchange shall have been suspended or minimal prices shall have been established on such Exchange by the United States Securities and Exchange Commission or by such Exchange; or (ii) a general banking moratorium shall have been declared by federal or state authorities; and

(d) The conditions of the bid submitted by the Purchaser shall have been met by the City to the satisfaction of the Purchaser.

6. The City will furnish to the Purchaser, or cause to be furnished to the Purchaser, by the February 1 immediately following the end of each fiscal year of the City, beginning with the fiscal year ending June 30, 2026, the City's audited financial statements for the fiscal year ending the immediately preceding June 30.

7. If the City shall be unable to satisfy the conditions precedent to the Closing set forth in Paragraph 5 hereof, the Purchaser may elect to terminate this Agreement, and thereafter, neither the Purchaser nor the City shall have any further obligations hereunder.

[Signature page to follow]

SIGNATURE PAGE TO NOTE PURCHASE AGREEMENT

IN WITNESS WHEREOF, the City and the Purchaser have caused this Note Purchase Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first written above.

[PURCHASER NAME]

By: _____

Title: _____

Accepted this [Award Date].

CITY OF PADUCAH, KENTUCKY

By: _____
Mayor

EXHIBIT C
TO
NOTE ORDINANCE

FORM OF NOTE REGISTER
(FOR USE WITH LIMITED PUBLIC OFFERING NOTES ONLY)

* * * * *

This register is kept and maintained by the City of Paducah, Kentucky (the “City”), for registration of the principal of and stated interest on its General Obligation Notes, Taxable Series 2026A (the “Notes”) and for registration, exchange, or transfer of the Notes in accordance with the Note Ordinance duly adopted by the Board of Commissioners of the City on August 11, 2026.

Notes Number	Exchanged or Transferred to Note(s) No.	Exchanged or Transferred from Note(s) No.	Initial Principal Face Amount	Name and Address of Registered Owner	Date of Registry	Signature of Registrar
R-1	N/A	N/A	\$[]	[Purchaser Name]	[Closing Date]	