



**CITY COMMISSION MEETING  
AGENDA FOR AUGUST 11, 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**

**NEW EMPLOYEE INTRODUCTION** Lea Ann Armstrong, Customer Experience Representative - C. BRYANT-QUIMBY

**PRESENTATION** Emancipation Day Recap - B. LAIRD

**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.*

|  |           |                                                                                                                                  |
|--|-----------|----------------------------------------------------------------------------------------------------------------------------------|
|  | <b>I.</b> | <b><u>CONSENT AGENDA</u></b>                                                                                                     |
|  | A.        | Approve Minutes for July 28, 2026 Board of Commissioners meeting                                                                 |
|  | B.        | Receive & File Documents                                                                                                         |
|  | C.        | Appointment of Emily Esau to the Creative & Cultural Council                                                                     |
|  | D.        | Reappointment of Matthew Turley to the Code Enforcement Board.                                                                   |
|  | E.        | Appointment of Zach Barnett to the Barkley Regional Airport Authority Board                                                      |
|  | F.        | Appointment of Lacy Boling to the Municipal Housing Commission.                                                                  |
|  | G.        | Personnel Actions                                                                                                                |
|  | H.        | Memorandum of Agreement with Mary Foley, Executive Director of Women Aware, Inc. for 435 Berger Road - <b>J. FOWLER-SOMMER</b>   |
|  | I.        | Memorandum of Agreement with Ken Stein, of Mountain Comprehensive Care Center, Inc. or 485 Berger Road - <b>J. FOWLER-SOMMER</b> |

|  |             |                                           |                                                                                                                                                                                                                                        |
|--|-------------|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |             | J.                                        | Authorize Agreement with Paxton Park Golf Board in the amount of \$100,000 for administrative and maintenance operations of Paxton Park Golf Course - <b>A. CLARK</b>                                                                  |
|  |             | K.                                        | Purchase of Solid Waste Dumpsters for FY2026-2027 from Wastequip Utilizing the Sourcewell Contract# 040621-WQI in an amount not to exceed \$160,000 - <b>C. YARBER</b>                                                                 |
|  |             | L.                                        | Contract Modification No. 7 with A&K Construction for the Paducah Sports Park Project - <b>A. CLARK</b>                                                                                                                                |
|  | <b>II.</b>  | <b><u>ORDINANCE(S) - ADOPTION</u></b>     |                                                                                                                                                                                                                                        |
|  |             | A.                                        | Authorize interlocal agreement between the City and Paducah-McCracken Industrial Development Authority for the construction of an Industrial Park West speculative building - <b>A. KYLE</b>                                           |
|  |             | 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 5800 Commerce Drive in Industrial Park West - <b>A. KYLE</b> |
|  | <b>III.</b> | <b><u>ORDINANCE(S) - INTRODUCTION</u></b> |                                                                                                                                                                                                                                        |
|  |             | A.                                        | Authorize a Contract for Services with Lifeline Recovery Center in an amount of \$200,000 - <b>D. JORDAN</b>                                                                                                                           |
|  |             | B.                                        | Closure of Alley between S. 9th St and Walter Jetton Blvd. and parallel to 916 Kentucky Avenue - <b>G. GUEBERT</b>                                                                                                                     |
|  |             | C.                                        | FY2026 Budget Amendment - <b>L. DELANEY</b>                                                                                                                                                                                            |
|  |             | D.                                        | Amend Chapter 78 Personnel Ordinance to Remove Retiree Life Insurance Benefit - <b>S. WILCOX</b>                                                                                                                                       |
|  | <b>IV.</b>  | <b><u>COMMENTS</u></b>                    |                                                                                                                                                                                                                                        |
|  |             | A.                                        | Comments from the City Manager                                                                                                                                                                                                         |
|  |             | B.                                        | Comments from the Board of Commissioners                                                                                                                                                                                               |
|  | <b>V.</b>   | <b><u>EXECUTIVE SESSION</u></b>           |                                                                                                                                                                                                                                        |

July 28, 2026

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, July 28, 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 Smith 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 July 14, 2026, Board of Commissioners Meeting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| I(B)  | Receive and File Documents:<br><u>Contract File:</u> <ol style="list-style-type: none"><li>1. Municipal Advisory Service Agreement – Robert W. Baird &amp; Co. – no Commission action – signed by City Manager Jordan</li><li>2. Site Investigation Report Request – 1501 Broadway – Katterjohn site – no Commission action – signed by Mayor Bray</li><li>3. Renewal Order Form – Accela – Open Counter – No Commission action – signed by City Clerk Parish</li><li>4. Kentucky Heritage Council Certified Local Government Grant – MO #3203</li><li>5. Contract with Professional Fire Fighters Paducah Local 168 – International Association of Fire Fighters (IAFF) – 2026-2029 – ORD 2026-07-8885</li></ol> |
| I (C) | Reappointment of Jana Dawson and LaToya Richardson to the Paducah Human Rights Commission. Said terms shall expire July 29, 2029.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| I(D)  | Reappointment of Bonnie Koblitz to the Tree Advisory Board. Said term shall expire July 26, 2030.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| I(E)  | Appointment of Debra Calhoun to the Paducah Riverfront Development Advisory Board to replace Paul Gourieux, whose term expired. Said term shall expire June 25, 2030.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| I(F)  | Personnel Actions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| I(G)  | A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SPROCKET, INC. IN THE AMOUNT OF \$100,000 <b>(MO #3281, BK 15)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| I(H)  | 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 <b>(MO #3282, BK 15)</b>                                                                                                                                                                                                                                                                                                                                                                                   |

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|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I(I) | 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 <b>(MO #3283, BK 15)</b>   |
| I(J) | 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 <b>(MO #3284, BK 15)</b> |
| I(K) | A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO RELEASE A REQUEST FOR QUALIFICATIONS FOR THE DESIGN OF A NEW POLICE DEPARTMENT FACILITY <b>(MO #3285, BK15)</b>                                                                                                                                                                                                                                                                             |

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).

### **MUNICIPAL ORDER**

#### **APPROVE LEASE AGREEMENT WITH THE W.C. YOUNG COMMUNITY CENTER**

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “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.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5). **(MO #3286, BK 15)**

### **RESOLUTION**

Mayor Bray offered Motion, seconded by Commissioner Thomas, that the Board of Commissioners adopt a Resolution entitled, “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.”



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**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.

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

## **ORDINANCE ADOPTIONS**

### **CONSENSUAL ANNEXATION OF 435 & 485 BERGER ROAD**

Commissioner Thomas offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, "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

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PADUCAH, AND ACCURATELY DEFINING THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS.” This Ordinance is summarized as follows: The City of Paducah hereby approves the consensual annexation of certain tracts of property contiguous to the present city limits, located at 435 and 485 Berger Road, containing approximately 30.78 acres.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5). **(ORD 2026-07-8886; BK 37)**

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

Commissioner Wilson offered motion, seconded by Commissioner Thomas, that the Board of Commissioners adopt 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.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5). **(ORD 2026-07-8887; BK 37)**

### **ORDINANCE INTRODUCTIONS**

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

Commissioner Henderson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATIVE AGREEMENT WITH THE PADUCAH-McCRACKEN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY RELATED TO THE CONSTRUCTION OF A 100,000-SQUARE-FOOT SPECULATIVE INDUSTRIAL BUILDING TO BE CONSTRUCTED AT 5700 COMMERCE DRIVE IN INDUSTRIAL PARK WEST.” This Ordinance is summarized as follows: This Ordinance approves and authorizes the Mayor to execute an Interlocal Cooperative Agreement between the City of

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Paducah and the Paducah-McCracken County Industrial Development Authority for the development and construction of a 100,000-square-foot speculative industrial building at 5700 Commerce Drive. The Agreement establishes the parties' respective responsibilities for project management, procurement, construction, administration, funding, reimbursement, compliance with Kentucky Product Development Initiative requirements, ownership, marketing, sale of the property, and repayment of the City's project costs.

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

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled, "AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY AUTHORIZING THE ISSUANCE OF ITS CITY OF PADUCAH, KENTUCKY GENERAL OBLIGATION NOTES, TAXABLE SERIES 2026A IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$6,000,000 FOR THE PURPOSE OF FINANCING THE COSTS OF A COMMERCIAL BUILDING AND RELATED FURNISHINGS AND EQUIPMENT FOR THE PUBLIC PURPOSE OF PROMOTING ECONOMIC DEVELOPMENT WITHIN THE CITY; APPROVING THE FORM OF THE NOTES; AUTHORIZING DESIGNATED OFFICERS OF THE CITY TO EXECUTE AND DELIVER THE NOTES; AUTHORIZING AND DIRECTING THE FILING OF A NOTICE WITH THE STATE LOCAL DEBT OFFICER; PROVIDING FOR THE PAYMENT OF AND SECURITY FOR THE NOTES; ESTABLISHING A NOTE PAYMENT FUND FOR THE NOTES; AFFIRMING THE MAINTENANCE OF THE EXISTING SINKING FUND; AUTHORIZING THE ACCEPTANCE OF THE BID OF THE PURCHASER OF THE NOTES; AND REPEALING ANY INCONSISTENT ORDINANCES." This Ordinance is summarized as follows: This Ordinance authorizes the City of Paducah, Kentucky (the "City") to issue a series of general obligation notes to be designated as "General Obligation Notes, Taxable Series 2026A" (the "Notes") in a maximum aggregate principal amount of \$6,000,000 for the purposes of (i) financing all or a portion of the costs of the acquisition, construction, installation, and equipping of a commercial building and related furnishings and equipment for the purpose of promoting economic development within the City (the "Project"); (ii) paying capitalized interest on the Notes, if desirable; (iii) paying all or a portion of the cost of credit enhancement on the Notes, if any; and (iv) paying all or a portion of the costs of issuance of the Notes. Provisions are made in the Ordinance for the payment of the Notes and the security therefor, the application of the proceeds of the Notes, the establishment of a note payment fund, the continuation of the City's previously established sinking fund, and certain covenants of the City with respect to the Notes. The Notes are to be sold at public, competitive sale, and shall mature on September 1, 2029. The Notes pledge the full faith, credit, and taxing power of the City and provision is made for the collection of a tax to pay the principal of and interest on the Notes, subject to certain credits, as provided in Section 17 of the Ordinance. The sale of the Notes is contingent upon the satisfaction of the requirements and conditions of the City regarding the Project. The following Section 17 of the Ordinance is set forth in its entirety: "Section 17. General Obligation. The Notes shall be full general obligations of the City, and the full faith, credit, and taxing power of the City are hereby pledged for the prompt payment of the Notes and the interest thereon. During

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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.”

## **DISCUSSION**

### ***NOBLE PARK 100 CELEBRATION***

Communications Manager Pam Spencer offered the following summary:

“Assistant Director of Recreation Taylor Morsching provided an overview of the Noble Park 100 celebration which will be held July 30 through August 2 to celebrate Noble Park’s 100th anniversary. New additions to the event schedule include an opening ceremony featuring remarks from the Paducah Board of Commissioners on Thursday at 3 p.m. and three free amusement rides on Saturday, August 1 from 4 until 8 p.m.

In addition to the four-day celebration, there is a gift shop at the Parks and Recreation office and tree planting sponsorship opportunities. So far, 49 trees have been sponsored.”

## **CITY COMMISSIONERS’ COMMENTS**

- Commissioner Wilson encouraged everyone to sponsor a tree for the Noble Park 100 Anniversary.
- Commissioner Thomas mentioned it was good to be a part of history in Paducah by officially recognizing August 8 as Emancipation Day in Paducah.

## **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:

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

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

July 28, 2026

**RECONVENE IN OPEN SESSION**

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

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

**ADJOURN**

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

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

**MEETING ADJOURNED:** 6:20 p.m.

**ADOPTED:** August 11, 2026.

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George Bray, Mayor

ATTEST:

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Lindsay Parish, City Clerk

August 11, 2026

RECEIVE AND FILE DOCUMENTS:

Deed File:

1. Commissioner's Deed – 926 South 4<sup>th</sup> Street
2. Commissioner's Deed – 939 Martin Luther King Jr. Drive
3. Commissioner's Deed – 281 Clements Street
4. Quitclaim Deed – City of Paducah to Fly By Night Rental, Inc. – MO #3263

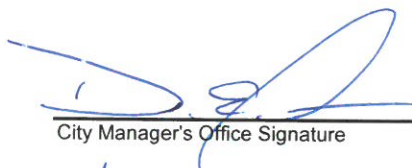
Contract File:

1. Contract For Services between City of Paducah and Chad Clark – Paul Bruhn Sub-Grant Program inspections – no Commission action – signed by Carol Gault, Planning Director
2. Agreement Between Commonwealth of Kentucky Transportation Cabinet, Department of Highways and City of Paducah – Levin Avenue – MO #3279
3. Contract For Services – Sprocket, Inc. – MO #3281

CITY OF PADUCAH  
August 11, 2026

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



City Manager's Office Signature

August 6, 2026

Date

**CITY OF PADUCAH  
PERSONNEL ACTIONS  
August 11, 2026**

**NEW HIRES - FULL-TIME (F/T)**

| <b><u>FIRE - PREVENTION</u></b> | <b><u>POSITION</u></b>   | <b><u>RATE</u></b> | <b><u>NCS/CS</u></b> | <b><u>FLSA</u></b> | <b><u>EFFECTIVE DATE</u></b> |
|---------------------------------|--------------------------|--------------------|----------------------|--------------------|------------------------------|
| Concentine, Jeffrey L.          | Code Enforcement Officer | \$24.29/hr         | NCS                  | Non-Ex             | September 3, 2026            |
| <b><u>POLICE</u></b>            |                          |                    |                      |                    |                              |
| Bohde, Reese L.                 | Police Officer           | \$31.32/hr         | NCS                  | Non-Ex             | August 20, 2026              |
| Marsh, James L.                 | Police Officer           | \$31.32/hr         | NCS                  | Non-Ex             | August 20, 2026              |
| Faith, Kevin R.                 | Police Officer           | \$31.32/hr         | NCS                  | Non-Ex             | August 20, 2026              |
| Fisher, Ryan C.E.               | Police Officer           | \$31.32/hr         | NCS                  | Non-Ex             | August 20, 2026              |
| <b><u>PUBLIC WORKS</u></b>      |                          |                    |                      |                    |                              |
| Shaw Laster, Michael-Anthony    | Solid Waste Truck Driver | \$25.94/hr         | NCS                  | Non-Ex             | August 20, 2026              |

**NEW HIRES - PART-TIME (P/T)**

| <b><u>PARKS &amp; RECREATION</u></b> | <b><u>POSITION</u></b> | <b><u>RATE</u></b> | <b><u>NCS/CS</u></b> | <b><u>FLSA</u></b> | <b><u>EFFECTIVE DATE</u></b> |
|--------------------------------------|------------------------|--------------------|----------------------|--------------------|------------------------------|
| Stewart, Clara Beth                  | Park Ranger            | \$14.00/hr         | NCS                  | Non-Ex             | August 20, 2026              |

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

| <b><u>GENERAL GOVERNMENT</u></b>     | <b><u>PREVIOUS POSITION<br/>AND BASE RATE OF PAY</u></b> | <b><u>CURRENT POSITION<br/>AND BASE RATE OF PAY</u></b> | <b><u>NCS/CS</u></b> | <b><u>FLSA</u></b> | <b><u>EFFECTIVE DATE</u></b> |
|--------------------------------------|----------------------------------------------------------|---------------------------------------------------------|----------------------|--------------------|------------------------------|
| Smolen, Michelle                     | Assistant City Manager<br>\$73.10/hr                     | Assistant City Manager<br>\$75.29/hr                    | NCS                  | Ex                 | July 9, 2026                 |
| <b><u>FIRE - SUPPRESSION</u></b>     |                                                          |                                                         |                      |                    |                              |
| Harris, Payton R.                    | Firefighter<br>\$19.68/hr                                | Firefighter / Relief Driver<br>\$20.55/hr               | NCS                  | Non-Ex             | August 6, 2026               |
| Potter, John                         | Assistant Chief<br>\$37.15/hr                            | Assistant Chief<br>\$38.27/hr                           | NCS                  | Ex                 | February 19, 2026            |
| Potter, John                         | Assistant Chief<br>\$38.27/hr                            | Assistant Chief<br>\$39.30/hr                           | NCS                  | Ex                 | June 25, 2026                |
| <b><u>PARKS &amp; RECREATION</u></b> |                                                          |                                                         |                      |                    |                              |
| Adams, Jennifer                      | Recreation Supervisor<br>\$30.42/hr                      | Recreation Supervisor<br>\$31.03/hr                     | NCS                  | Ex                 | June 11, 2026                |
| Adams, Jennifer                      | Recreation Supervisor<br>\$31.03/hr                      | Recreation Supervisor<br>\$31.87/hr                     | NCS                  | Ex                 | June 25, 2026                |
| Gray, Robin                          | Maintenance Supervisor<br>\$30.48/hr                     | Maintenance Supervisor<br>\$31.24/hr                    | NCS                  | Ex                 | June 11, 2026                |
| Gray, Robin                          | Maintenance Supervisor<br>\$31.24/hr                     | Maintenance Supervisor<br>\$32.08/hr                    | NCS                  | Ex                 | June 25, 2026                |
| <b><u>PUBLIC WORKS</u></b>           |                                                          |                                                         |                      |                    |                              |
| Benard, James E.                     | Solid Waste Supervisor<br>\$30.96/hr                     | Solid Waste Supervisor<br>\$31.58/hr                    | NCS                  | Ex                 | February 19, 2026            |
| Benard, James E.                     | Solid Waste Supervisor<br>\$31.58/hr                     | Solid Waste Supervisor<br>\$32.43/hr                    | NCS                  | Ex                 | June 25, 2026                |
| Evans, Leslie E.                     | Landscape Supervisor<br>\$35.29/hr                       | Landscape Supervisor<br>\$36.00/hr                      | NCS                  | Ex                 | January 22, 2026             |
| Evans, Leslie E.                     | Landscape Supervisor<br>\$36.00/hr                       | Landscape Supervisor<br>\$36.97/hr                      | NCS                  | Ex                 | June 25, 2026                |
| Kelley, Jonathon S.                  | Facility Maint. Supervisor<br>\$31.62/hr                 | Facility Maint. Supervisor<br>\$32.57/hr                | NCS                  | Ex                 | February 19, 2026            |
| Kelley, Jonathon S.                  | Facility Maint. Supervisor<br>\$32.57/hr                 | Facility Maint. Supervisor<br>\$33.45/hr                | NCS                  | Ex                 | June 25, 2026                |
| Richardson, Casey D.                 | Compost Operations Supervisor<br>\$30.46/hr              | Compost Operations Supervisor<br>\$31.07/hr             | NCS                  | Ex                 | February 19, 2026            |
| Richardson, Casey D.                 | Compost Operations Supervisor<br>\$31.07/hr              | Compost Operations Supervisor<br>\$31.91/hr             | NCS                  | Ex                 | June 25, 2026                |
| Riley, David J.                      | Street Superintendent<br>\$39.13/hr                      | Street Superintendent<br>\$40.11/hr                     | NCS                  | Ex                 | July 9, 2026                 |



# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: August 11, 2026

Short Title: Memorandum of Agreement with Mary Foley, Executive Director of Women Aware, Inc. for 435 Berger Road - **J. FOWLER-SOMMER**

Category: Municipal Order

Staff Work By: Josh  
Fowler-Sommer  
Presentation By: Josh  
Fowler-Sommer

Background Information: The Board of Commissioners approved the final annexation of this property on July 28th by Ordinance No. 2026-07-8886. This MOA between the City of Paducah and Mary Foley, Executive Director of Women Aware, Inc. will effectuate the payment and garbage pick-up incentives.

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. MO - Annexation incentives – 435 Berger Road
2. City Annexation MOA 2026

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER APPROVING A MEMORANDUM OF AGREEMENT WITH MARY FOLEY, EXECUTIVE DIRECTOR OF WOMEN AWARE, INC. FOR CERTAIN INCENTIVES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah's economic well-being is related to and in many respects dependent upon, sustained growth of its population and tax revenue base through annexation of contiguous territories; and

WHEREAS, the Board of Commissioners approved Ordinance No. 2026-07-8886, to approve the consensual annexation of 435 Berger Road at the request of Mary Foley, Executive Director of Women Aware, Inc.; and

WHEREAS, Mary Foley, Executive Director of Women Aware, Inc. wishes to take part in the incentives offered by the City of Paducah.

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

SECTION 1. That the City of Paducah hereby approves and authorizes a Memorandum of Agreement with Mary Foley, Executive Director of Women Aware, Inc. in substantially the form attached hereto and made part hereof (Exhibit A.

SECTION 2. That the Mayor is hereby authorized to execute said Memorandum of Agreement approved in Section 1 above.

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

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 11, 2026  
Recorded by Lindsay Parish, City Clerk,  
\\mo\Annexation incentives – 435 Berger Road

## **MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT made and entered into this 11th day of August 2026, by and between the City of Paducah, Kentucky, 300 South 5<sup>th</sup> Street, Paducah KY 42003 (hereafter referred to as "City"), and Women Aware, Inc. (hereafter referred to as "Property Owner"). City and Property Owner are each a "Party" and collectively the "Parties".

**WHEREAS**, the Property Owner owns a certain tract of real property consisting of approximately 12.58 acres, more or less, located at 435 Berger Road, Paducah KY; and

**WHEREAS**, the Property Owner's property is presently located in an unincorporated area of McCracken County that is contiguous to the corporate boundaries of the City and when annexed, developed and/or sold will utilize and benefit from municipal services, including public safety and sanitation; and

**WHEREAS**, the City of Paducah has established an annexation incentive program to provide annexation incentives to the Property Owner; and

**WHEREAS**, the Property Owner wishes to voluntarily participate in the City annexation incentive program; and

**WHEREAS**, the social and economic well-being of the City is directly related to, and in many respects dependent upon; the growth of the City and its tax revenue base through annexation of contiguous territories. In order to meet various capital needs, especially in the area of public safety, provide and maintain infrastructure and other public facilities, promote economic development, and continue to provide affordable, quality municipal services to taxpayers, the City deems it to be in its best interest to encourage and induce contiguous developments to become part of Paducah through consensual annexation, with all services, rights, privileges and other amenities appertaining thereto; and

**WHEREAS**, as an incentive to the Property Owner to incorporate the property into the City through consensual annexation, the Parties enter into an agreement by which the City will pay the Property Owner a one-time specified dollar amount per acre.

**WHEREAS**, as an incentive to the Property Owner to incorporate the property into the City through consensual annexation, the Parties enter into an agreement by which the Property Owner will receive free basic sanitation service, not to exceed ten thousand (\$10,000) dollars-worth of basic sanitation service, over a designated one (1) year period.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual covenants and conditions contained herein, the Parties agree as follows:

**SECTION 1. ANNEXATION:** 435 Berger Road shall be annexed into the City pursuant to KRS 81A.412.

**SECTION 2. LUMP SUM PAYMENT:**

- (A) The City will pay the property owner twelve hundred dollars (\$1,200.00) per acre.
- (B) The payment based on the acreage provided by the Property Valuation Administration shall be fifteen thousand ninety-six dollars (\$15,096.00) to be paid one (1) time upon the execution of this Agreement.

**SECTION 3. SANITATION INCENTIVE:**

- (A) The City will provide the property with free basic sanitation service, not to exceed ten thousand (\$10,000) dollars-worth of basic sanitation service, over a designated one (1) year period.
- (B) Basic sanitation service includes the regular, scheduled pick-up of roll-outs or dumpsters. Appliances, mattresses, brush and the like that require special equipment or

additional visits by Public Works personnel to retrieve said items will not be covered under this Agreement. Construction dumpsters shall not be covered under this agreement.

(C) It is agreed and understood that sanitation service may be transferred to another owner of the property or any lot within the annexed area for the duration of the one (1) year time frame.

(D) It is agreed and understood that the City of Paducah Public Works Department will track the total dollar value of basic sanitation service rendered for the property. In the event the total dollar value exceeds ten thousand (\$10,000) dollars, regular sanitation service fees will be added to the Property Owner's monthly water bill beginning on the month next following when the ten thousand (\$10,000) dollars were exceeded.

(E) It is agreed and understood that in the event sanitation service cannot be provided by the City due to the type of refuse, volume of refuse or other contributing factors as determined by the City of Paducah Public Works Department and another disposal company is required, the fees generated by the disposal company will not be reimbursed.

(F) This Agreement shall commence upon its execution by both Parties and the sanitation term shall begin on August 12, 2026 for a period of one (1) year terminating on August 12, 2027 unless the basic sanitation service exceeds ten thousand (\$10,000) dollars as stipulated herein. This Agreement shall remain in full force and effect for the duration of the designated time period. At the end of the sanitation service term, this provision of this Agreement shall be null and void.

SECTION 4. DEFAULT; REMEDIES: This Agreement may be terminated by the City, by written notice, in the event the Property Owner breaches any one (1) or more of the terms and conditions set forth herein, including following all City ordinances and Planning & Zoning

requirements and fails to cure said breach within a reasonable time after written notice thereof. This Agreement may be terminated by the Property Owner in the event the City fails to reimburse the Property Owner on the terms and conditions set forth herein and fails to cure said breach within a reasonable time after written notice thereof.

SECTION 5. NOTICES: Any written notices or requests required under the terms of this agreement shall be given to the following:

CITY OF PADUCAH:

City of Paducah  
Attention: Director of Planning  
300 South 5<sup>th</sup> Street  
Paducah, KY 42003

PROPERTY OWNER:

Women Aware Inc.  
Attn: Mary Foley  
435 Berger Road  
Paducah KY 42003

SECTION 6. AGREEMENT NULL AND VOID: This Agreement shall terminate, and otherwise become null and void, if the property described herein is not incorporated into the City by the Paducah Board of Commissioners or the Commonwealth of Kentucky through consensual annexation or, if for any reason, the property is de-annexed at any time.

SECTION 7. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements, promises, communications, representations; whether oral or written by any employee, officer or representative of either Party hereto. There are no promises, representations, covenants, undertakings, restrictions or conditions other than those expressly set forth herein. Any subsequent amendment hereto shall be in writing and executed by authorized representatives

of both Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto.

SECTION 8. SEVERABILITY: The provisions of this Agreement are independent of, and severable from, each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason, other provisions herein may be invalid or unenforceable, in whole or in part. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable as written, a court may interpret, construe, rewrite or revise such provision, to the fullest extent allowed by law, so as to make it valid and enforceable consistent with the intent of the Parties. In the event a court of competent jurisdiction finally determines that any portion of this Agreement is invalid or unenforceable as written, neither Party shall have any liability to the other as a result thereof.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the day and year first hereinabove written.

PROPERTY OWNER:

By   
Mrs. Mary E. Foley, PsyD

CITY OF PADUCAH:

By \_\_\_\_\_  
George Bray, Mayor

ATTEST:

By \_\_\_\_\_  
Lindsay Parish, City Clerk





# Agenda Action Form

## Paducah City Commission

Meeting Date: August 11, 2026

Short Title: Memorandum of Agreement with Ken Stein, of Mountain Comprehensive Care Center, Inc. or 485 Berger Road - **J. FOWLER-SOMMER**

Category: Municipal Order

Staff Work  
By: Josh Fowler-Sommer  
Presentation  
By: Josh Fowler-Sommer

**Background Information:** The Board of Commissioners approved the final annexation of 485 Berger Road on July 28, 2026, by Ordinance 2026-07-8886 This Memorandum of Agreement between the City of Paducah and Ken Stein of Mountain Comprehensive Care Center, Inc., will effectuate the payment and garbage pick-up incentives.

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. MO - Annexation incentives – 485 Berger Road
2. Signed MOA

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER APPROVING A MEMORANDUM OF AGREEMENT WITH KEN STEIN, OF MOUNTAIN COMPREHENSIVE CARE CENTER, INC. FOR CERTAIN INCENTIVES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah's economic well-being is related to and in many respects dependent upon, sustained growth of its population and tax revenue base through annexation of contiguous territories; and

WHEREAS, the Board of Commissioners approved Ordinance No. 2026-07-8886, to approve the consensual annexation of 485 Berger Road at the request of Ken Stein of Mountain Comprehensive Care Center, Inc.; and

WHEREAS, Ken Stein of Mountain Comprehensive Care Center, Inc. wishes to take part in the incentives offered by the City of Paducah.

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

SECTION 1. That the City of Paducah hereby approves and authorizes a Memorandum of Agreement with Ken Stein of Mountain Comprehensive Care Center, Inc. in substantially the form attached hereto and made part hereof (Exhibit A).

SECTION 2. That the Mayor is hereby authorized to execute said Memorandum of Agreement approved in Section 1 above.

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

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 11, 2026  
Recorded by Lindsay Parish, City Clerk,  
\\mo\Annexation incentives – 485 Berger Road

## **MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT made and entered into this 11th day of August 2026, by and between the City of Paducah, Kentucky, 300 South 5<sup>th</sup> Street, Paducah KY 42003 (hereafter referred to as "City"), and Mountain Comprehensive Care Center, Inc. (hereafter referred to as "Property Owner"). City and Property Owner are each a "Party" and collectively the "Parties".

**WHEREAS**, the Property Owner owns a certain tract of real property consisting of approximately 12.86 acres, more or less, located at 485 Berger Road, Paducah KY; and

**WHEREAS**, the Property Owner's property is presently located in an unincorporated area of McCracken County that is contiguous to the corporate boundaries of the City and when annexed, developed and/or sold will utilize and benefit from municipal services, including public safety and sanitation; and

**WHEREAS**, the City of Paducah has established an annexation incentive program to provide annexation incentives to the Property Owner; and

**WHEREAS**, the Property Owner wishes to voluntarily participate in the City annexation incentive program; and

**WHEREAS**, the social and economic well-being of the City is directly related to, and in many respects dependent upon; the growth of the City and its tax revenue base through annexation of contiguous territories. In order to meet various capital needs, especially in the area of public safety, provide and maintain infrastructure and other public facilities, promote economic development, and continue to provide affordable, quality municipal services to taxpayers, the City deems it to be in its best interest to encourage and induce contiguous

developments to become part of Paducah through consensual annexation, with all services, rights, privileges and other amenities appertaining thereto; and

**WHEREAS**, as an incentive to the Property Owner to incorporate the property into the City through consensual annexation, the Parties enter into an agreement by which the City will pay the Property Owner a one-time specified dollar amount per acre.

**WHEREAS**, as an incentive to the Property Owner to incorporate the property into the City through consensual annexation, the Parties enter into an agreement by which the Property Owner will receive free basic sanitation service, not to exceed ten thousand (\$10,000) dollars-worth of basic sanitation service, over a designated one (1) year period.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual covenants and conditions contained herein, the Parties agree as follows:

**SECTION 1. ANNEXATION:** 485 Berger Road shall be annexed into the City pursuant to KRS 81A.412.

**SECTION 2. LUMP SUM PAYMENT:**

- (A) The City will pay the property owner twelve hundred dollars (\$1,200.00) per acre.
- (B) The payment based on the acreage provided by the Property Valuation Administration shall be fifteen thousand four hundred thirty-two dollars (\$15,432.00) to be paid one (1) time upon the execution of this Agreement.

**SECTION 3. SANITATION INCENTIVE:**

- (A) The City will provide the property with free basic sanitation service, not to exceed ten thousand (\$10,000) dollars-worth of basic sanitation service, over a designated one (1) year period.



(B) Basic sanitation service includes the regular, scheduled pick-up of roll-outs or dumpsters. Appliances, mattresses, brush and the like that require special equipment or additional visits by Public Works personnel to retrieve said items will not be covered under this Agreement. Construction dumpsters shall not be covered under this agreement.

(C) It is agreed and understood that sanitation service may be transferred to another owner of the property or any lot within the annexed area for the duration of the one (1) year time frame.

(D) It is agreed and understood that the City of Paducah Public Works Department will track the total dollar value of basic sanitation service rendered for the property. In the event the total dollar value exceeds ten thousand (\$10,000) dollars, regular sanitation service fees will be added to the Property Owner's monthly water bill beginning on the month next following when the ten thousand (\$10,000) dollars were exceeded.

(E) It is agreed and understood that in the event sanitation service cannot be provided by the City due to the type of refuse, volume of refuse or other contributing factors as determined by the City of Paducah Public Works Department and another disposal company is required, the fees generated by the disposal company will not be reimbursed.

(F) This Agreement shall commence upon its execution by both Parties and the sanitation term shall begin on August 12, 2026 for a period of one (1) year terminating on August 12, 2027 unless the basic sanitation service exceeds ten thousand (\$10,000) dollars as stipulated herein. This Agreement shall remain in full force and effect for the duration of the designated time period. At the end of the sanitation service term, this provision of this Agreement shall be null and void.

SECTION 4. DEFAULT; REMEDIES: This Agreement may be terminated by the City, by written notice, in the event the Property Owner breaches any one (1) or more of the terms and conditions set forth herein, including following all City ordinances and Planning & Zoning requirements and fails to cure said breach within a reasonable time after written notice thereof. This Agreement may be terminated by the Property Owner in the event the City fails to reimburse the Property Owner on the terms and conditions set forth herein and fails to cure said breach within a reasonable time after written notice thereof.

SECTION 5. NOTICES: Any written notices or requests required under the terms of this agreement shall be given to the following:

CITY OF PADUCAH:

City of Paducah  
Attention: Director of Planning  
300 South 5<sup>th</sup> Street  
Paducah, KY 42003

PROPERTY OWNER:

Mountain Comprehensive Care Center, Inc.  
Attn: Ken Stein  
104 South Front Avenue  
Prestonsburg KY 41653

SECTION 6. AGREEMENT NULL AND VOID: This Agreement shall terminate, and otherwise become null and void, if the property described herein is not incorporated into the City by the Paducah Board of Commissioners or the Commonwealth of Kentucky through consensual annexation or, if for any reason, the property is de-annexed at any time.

SECTION 7. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements, promises, communications, representations; whether oral or written by any employee, officer

or representative of either Party hereto. There are no promises, representations, covenants, undertakings, restrictions or conditions other than those expressly set forth herein. Any subsequent amendment hereto shall be in writing and executed by authorized representatives of both Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto.

SECTION 8. SEVERABILITY: The provisions of this Agreement are independent of, and severable from, each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason, other provisions herein may be invalid or unenforceable, in whole or in part. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable as written, a court may interpret, construe, rewrite or revise such provision, to the fullest extent allowed by law, so as to make it valid and enforceable consistent with the intent of the Parties. In the event a court of competent jurisdiction finally determines that any portion of this Agreement is invalid or unenforceable as written, neither Party shall have any liability to the other as a result thereof.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the day and year first hereinabove written.

PROPERTY OWNER:

By \_\_\_\_\_  
Mr. Ken Stein

CITY OF PADUCAH:

By \_\_\_\_\_  
George Bray, Mayor

ATTEST:

By \_\_\_\_\_  
Lindsay Parish, City Clerk

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: August 11, 2026

**Short Title:** Authorize Agreement with Paxton Park Golf Board in the amount of \$100,000 for administrative and maintenance operations of Paxton Park Golf Course - **A. CLARK**

**Category:** Municipal Order

Staff Work By: Amie Clark  
Presentation By: Amie Clark

**Background Information:** Annual subsidy allocation for Paxton Park Golf Board, for the administrative and maintenance operations of the Paxton Park Golf Course.

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

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

**Communications Plan:**

**Funds Available:** Account Name: Investment Fund

Account Number: 24000401 580110

**Staff Recommendation:** Approve

**Attachments:**

1. MO - contract-Paxton Park FY2027
2. Contract For Services



MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE  
MAYOR TO EXECUTE A CONTRACT WITH PAXTON PARK GOLF  
BOARD, d/b/a PAXTON PARK MUNICIPAL GOLF COURSE, IN AN  
AMOUNT OF \$100,000 FOR ADMINISTRATIVE AND  
MAINTENANCE OPERATIONS AND AUTHORIZING THE  
FINANCE DIRECTOR TO ISSUE PAYMENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized and directed to execute  
a contract with Paxton Park Golf Board in the amount of \$100,000 for the administrative  
and maintenance operations of Paxton Park Golf Course. The term of this contract shall  
begin July 1, 2026, and shall expire June 30, 2027.

SECTION 2. The Finance Director is hereby authorized to issue payment  
in the amount of \$100,000 to the Paxton Park Golf Board in accordance with the contract  
as authorized in Section 1 above. This expenditure shall be charged to the Investment  
Fund.

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

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 11, 2026  
Recorded by Lindsay Parish, City Clerk, August 11, 2026  
\\mo\contract-Paxton Park FY2027

## **PAXTON PARK CONTRACT FOR SERVICES**

This Contract for Services, effective July 1, 2026, by and between the **CITY OF PADUCAH** ("City") and the **PAXTON PARK GOLF BOARD d/b/a PAXTON PARK MUNICIPAL GOLF COURSE** ("Paxton Park").

WITNESSETH:

WHEREAS, Paxton Park provides a public recreational facility to Paducah and McCracken County; and

WHEREAS, Paxton Park improves the quality of life for the residents of Paducah and McCracken County; and

WHEREAS, Paxton Park drives economic growth through tourism efforts, bringing visitors to Paducah for events hosted at the golf course each year; and

WHEREAS, Paxton Park serves as a partner in the community by providing the facility to both school district High School Golf teams and players each year at no charge. Paxton Park also gives away junior golf to deserving junior players and hosts many nonprofit fundraisers during the course of the season;

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

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

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

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

**SECTION 3: OPERATIONS PAYMENT** Upon receipt of an invoice from Paxton Park, the City shall pay Paxton Park a one-time payment of \$100,000.00 for operations. Payment shall be paid within thirty (30) days of receipt of invoice. Checks from the City will be made payable to "Paxton Park Golf Board". In the event this contract for services is terminated, the City shall not be obligated to make any further payments.

**SECTION 4: OBJECTIVES AND SERVICES** Paxton Park will continue to provide Paducah and McCracken County with a quality public golf facility, as well as support local youth golf activities and community-enhancing activities at the facility.

Paxton Park shall be in charge of daily operations of the golf course to include programming and maintenance operations, as it pertains to the purposes of the facility, as defined in the City of Paducah Code of Ordinances.

**SECTION 5: ACCOUNTING** Paxton Park shall conduct all accounting, payroll, and financial management in accordance with all City of Paducah municipal orders and ordinances, federal law and state law.

Paxton Park shall provide copies of monthly financial reports, a copy of the complete financial report for the calendar year of 2026 following review and approval of the report(s) by the Paxton Park Board of Directors no later than January 31, 2027, and should be submitted to the Parks and Recreation Director, Finance Director, and City Manager.

Paxton Park shall furnish a report that lists all of the tournaments and special event activities sponsored and conducted during the 2026 calendar year.

Paxton Park Golf Board (d/b/a Paxton Park Municipal Golf Course), shall submit an annual financial statement audit within two (2) weeks of its completion to the City's Finance Director.

**SECTION 6: WITHDRAWAL OF FUNDS** Notwithstanding any other provision in this Contract for Services, if it is determined that any funds provided to Paxton Park are or have been used for a 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 have the right to immediately terminate this Contract for Services without advance notice, and shall have the right to all legal remedies provided by law.

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

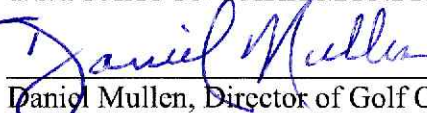
Witness the signature of the parties as of the year and date first written above.

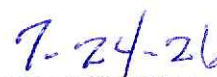
**CITY OF PADUCAH**

\_\_\_\_\_  
Daron Jordan, City Manager

\_\_\_\_\_  
Date

**PAXTON PARK GOLF BOARD  
d/b/a PAXTON PARK MUNICIPAL GOLF COURSE**

  
\_\_\_\_\_  
Daniel Mullen, Director of Golf Operations

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Board Chair

  
\_\_\_\_\_  
Date

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: August 11, 2026

**Short Title:** Purchase of Solid Waste Dumpsters for FY2026-2027 from Wastequip Utilizing the Sourcewell Contract# 040621-WQI in an amount not to exceed \$160,000 - **C. YARBER**

**Category:** Discussion

Staff Work  
By: Latrisha  
Pryor  
Presentation  
By: Chris  
Yarber

**Background Information:** Utilizing the Sourcewell Contract Number 040621-WQI, the Public Works Solid Waste Division is to purchase solid waste dumpsters from Wastequip. Every year, an amount is allocated toward dumpster purchases in the annual commercial refuse replacement budget. Therefore, we are requesting authorization to order the required dumpsters, along with additional replacement parts and lids, during the 2026-2027 Fiscal Year for an amount not to exceed the budgeted amount of \$160,000.

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

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

**Communications Plan:**

**Funds Available:** Account Name: Solid Waste Fund - Equipment Other

Account Number: 500002210 - 542190

**Staff Recommendation:** To have a Municipal Order authorizing the purchase of solid waste dumpsters for the FY2026-2027 from Wastequip, utilizing the Sourcewell Contract Number 040621-WQI, in an amount not to exceed \$160,000.

**Attachments:**

1. MO - dumpsters FY2027 - 08-2026

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE PURCHASE OF SOLID WASTE DUMPSTERS, LIDS AND REPLACEMENT PARTS IN AN AMOUNT NOT TO EXCEED \$160,000 FROM WASTEQUIP THROUGH SOURCEWELL COOPERATIVE PURCHASING FOR FY2026-2027 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, on November 27, 2024, the City of Paducah approved Municipal Order No. 2986 to authorize a Cooperative Purchasing Agreement with Sourcewell; and

WHEREAS, the dumpsters, lids, and replacement parts are available from Wastequip utilizing Sourcewell, and competitive bidding is not required.

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

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to make payment to Wastequip, for the purchase of various sized dumpsters, lids and replacement parts for fiscal year 2027, in an amount not to exceed the City's budgeted amount of \$160,000. These containers and accessories will be used by commercial businesses within the City limits of Paducah served by the Solid Waste Division of the Public Works Department. This purchase is made in compliance with the Cooperative Purchasing Agreement with Sourcewell, Contract #040621-WQI. Further, the Mayor is hereby authorized to execute all documents related to same.

SECTION 2. This expenditure shall be charged to Solid Waste Fund-Equipment Other, account number 50002210-542190.

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

\_\_\_\_\_  
GEORGE BRAY, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: August 11, 2026

**Short Title:** Contract Modification No. 7 with A&K Construction for the Paducah Sports Park Project - **A. CLARK**

**Category:** Municipal Order

Staff Work  
By: Amie Clark  
Presentation  
By: Amie Clark

**Background Information:** Request approval of Contract Modification No. 7 with A&K Construction in the amount of \$476,506.00 for items removed from the contract and direct purchased by the Fiscal Court, for an updated contract amount of \$50,460,285.00.

### Historical:

On June 25, 2024, the BOC approved a contract with A&K Construction in the amount of \$47,771,838.83 for the construction of the Paducah Sports Park in partnership with the Fiscal Court and the McCracken County Sports Tourism Commission. At that time construction of the championship field and entry plaza were removed from the project for more value engineering.

On January 28, 2025, the BOC approved Contract Modification No. 1 with A&K Construction in the amount of \$999,000.00 for the construction of the Championship Field. Updated contract total of \$48,770,838.83.

On August 12, 2025, the BOC approved Contract Modification No. 2 with A&K Construction for a time extension of 73 days, with a new substantial completion date of March 1, 2026.

On September 15, 2025, the BOC approved Contract Modification No. 3 with A&K Construction in an amount not to exceed \$3,000,000.00 with A&K Construction for the construction of the Entry Plaza for an updated contract amount of \$51,342,449.25.

On November 25, 2025, the BOC approved Contract Modification No. 4 with A&K Construction for a purchase credit in the amount of \$1,341,242.08 for items removed from the contract and direct purchased by the Fiscal Court, for an updated contract amount of \$50,001,207.17.

On January 13, 2026, the BOC approved Contract Modification No. 5 with A&K Construction in the amount of \$1,055,383.75, for soil stabilization for the sports park. Updated contract amount of \$51,056,590.92.

On April 28, 2026, the BOC approved Contract Modification No. 6 with A&K Construction in the amount of \$119,800.00 for items removed from the contract and direct purchased by the Fiscal Court, for an updated contract amount of \$50,936,790.92. Approved by Fiscal Court on April 13, 2026.

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

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

Communications Plan:

Funds Available: Account Name:  
Account Number:

Staff Recommendation: Approve

Attachments:

1. MO - contract modification 7– A&K Construction Sports Park

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 7 TO THE CONSTRUCTION CONTRACT WITH A&K CONSTRUCTION, REDUCING SAID CONTRACT BY \$476,506, UPDATING THE CONTRACT AMOUNT TO \$50,460,285, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, on June 25, 2024, the Board of Commissioners approved a contract with A&K Construction in the amount of \$47,771,838.83 for the construction of the Paducah Sports Park in partnership with the Fiscal Court and the McCracken County Sports Commission; and

WHEREAS, at that time, construction of the championship field and entry plaza was removed from the project; and

WHEREAS, on January 28, 2025, the Board of Commissioners approved Contract Modification No. 1 with A&K Construction in the amount of \$999,000 for the construction of the championship field; and

WHEREAS, on August 12, 2025, the Board of Commissioners approved Contract Modification No. 2 to extend the contract by 73 days due to weather and time delays associated with cement stabilization; and

WHEREAS, on September 15, 2025, the Board of Commissioners approved Contract Modification No. 3 in an amount not to exceed \$3,000,000 with A&K Construction for the construction of the Entry Plaza, for an updated contract price of \$51,342,449.25; and

WHEREAS, on November 25, 2025, the Board of Commissioners approved Contract Modification No. 4 with A&K Construction for a purchase credit in the amount of \$1,341,242.08 for items removed from the contract and direct purchased by the Fiscal Court, for an updated contract amount of \$50,001,207.17; and

WHEREAS, on January 13, 2026, the Board of Commissioners approved Contract Modification No. 5 with A&K Construction in the amount of \$1,055,383.75, for soil stabilization for the sports park, making the updated contract amount \$51,056,590.92; and

WHEREAS, Contract Modification No. 6 with A&K Construction was approved by Municipal Order #3229, which reduced the contract amount by \$119,800 for items removed



from the contract and directly purchased by the Fiscal Court, making the updated contract amount \$50,936,790.92. This modification was approved by the Fiscal Court on April 13, 2026; and

WHEREAS, Contract Modification No. 7 with A&K Construction will reduce the contract amount by \$476,506, for items removed from the contract and direct purchased by the Fiscal Court, for an updated amount of \$50,460,285.

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

SECTION 1. The City Commission hereby approves Contract Modification No. 7 reducing the contract with A&K by \$476,506 for an updated contract sum of \$50,460,285 and authorizes the Mayor to execute all documents related to same.

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

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George Bray, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, August 11, 2026  
Recorded by Lindsay Parish, City Clerk, August 11, 2026  
mo\contract modification 7- A&K Construction Sports Park

# Agenda Action Form

## Paducah City Commission

Meeting Date: August 11, 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: Ordinance

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 5800 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. INTERLOCAL AGREEMENT FOR SPEC BUILDING - CITY IDA - FINAL
2. ORD ILA – IDA Spec Building 5800 Commerce Drive

## 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: \_\_\_\_\_

**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 5800 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 5800 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.

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GEORGE BRAY, MAYOR

ATTEST:

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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 5800 Commerce Drive

## EXHIBIT A

# Agenda Action Form

## Paducah City Commission

Meeting Date: August 11, 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 5800 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 5800 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. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

[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<br/>Original Issue</u> | [If a Public Offering –<br><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<br>Number | Exchanged or<br>Transferred to<br>Note(s) No. | Exchanged or<br>Transferred from<br>Note(s) No. | Initial<br>Principal<br>Face Amount | Name and Address of<br>Registered Owner | Date of<br>Registry | Signature of Registrar |
|-----------------|-----------------------------------------------|-------------------------------------------------|-------------------------------------|-----------------------------------------|---------------------|------------------------|
| R-1             | N/A                                           | N/A                                             | \$[ ]                               | [Purchaser Name]                        | [Closing Date]      |                        |
|                 |                                               |                                                 |                                     |                                         |                     |                        |
|                 |                                               |                                                 |                                     |                                         |                     |                        |
|                 |                                               |                                                 |                                     |                                         |                     |                        |
|                 |                                               |                                                 |                                     |                                         |                     |                        |
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# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: August 11, 2026

**Short Title:** Authorize a Contract for Services with Lifeline Recovery Center in an amount of \$200,000 - **D. JORDAN**

**Category:** Ordinance

**Staff Work By:** Lindsay Parish, Daron Jordan, Audra Kyle  
**Presentation By:** Daron Jordan

**Background Information:** Lifeline Recovery Center provides long-term residential recovery services for individuals affected by addiction. Lifeline uses passenger vans to transport clients to treatment and recovery services, healthcare appointments, employment, court obligations, job training, volunteer opportunities, recovery meetings, and other activities supporting recovery and successful reentry.

The proposed Contract for Services provides Lifeline with a one-time payment of \$200,000 to purchase four passenger vans. Lifeline will be responsible for any costs exceeding the City's contribution and must return any funds not used toward the purchase of the four vans. The agreement requires Lifeline to use the funding and vehicles for authorized opioid remediation purposes and to provide information necessary for the City's annual opioid settlement reporting.

Funding for this contract will be provided through Opioid Settlement Funds. A budget amendment will be needed to increase expenditures for the Opioid Settlement Fund by \$200,000.

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

**Communications Plan:**

**Funds Available:** Account Name:

Account Number: 22000209 523070

**Staff Recommendation:** Approval.

**Attachments:**

1. ORD Lifeline Recovery Vans Budget Amendment FY27
2. CONTRACT FOR SERVICES - Opioid Recovery - Lifeline Recovery Center 2026
3. Lifeline's Paducah Transportation Proposal v2 Final

**ORDINANCE NO. 2026-\_\_\_\_-\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR SERVICES WITH LIFELINE RECOVERY CENTER, INC., IN AN AMOUNT NOT TO EXCEED \$200,000.00 FOR THE PURCHASE OF FOUR PASSENGER VANS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AMENDING THE FISCAL YEAR 2027 BUDGET TO PROVIDE FOR THE EXPENDITURE**

**WHEREAS**, the City of Paducah has received proceeds from national opioid settlements to be used for opioid remediation and other authorized purposes in accordance with KRS 15.291 and applicable settlement requirements; and

**WHEREAS**, Lifeline Recovery Center, Inc. provides long-term residential recovery services for individuals affected by addiction and provides transportation supporting access to treatment, recovery services, healthcare, employment, court obligations, job training, volunteer opportunities, recovery meetings, and other recovery-related activities; and

**WHEREAS**, Lifeline Recovery Center, Inc. has requested a one-time award of Two Hundred Thousand Dollars (\$200,000.00) from the City to purchase four (4) passenger vans to provide reliable transportation in support of client recovery; and

**WHEREAS**, the Board of Commissioners finds that the proposed expenditure serves a public purpose and is consistent with authorized opioid remediation purposes, subject to the terms, reporting requirements, and repayment provisions set forth in the Contract for Services and Opioid Settlement Funding Agreement.

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

**SECTION 1. AUTHORIZATION OF AGREEMENT.** The City of Paducah hereby approves the Contract for Services and Opioid Settlement Funding Agreement between the City of Paducah, Kentucky, and Lifeline Recovery Center, Inc., in substantially the form attached hereto and made part hereof (Exhibit A), providing a one-time payment in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) for the purchase of four (4) passenger vans to support transportation for authorized recovery-related purposes.

**SECTION 2. AUTHORIZATION TO EXECUTE.** The Mayor is hereby authorized to execute the Contract for Services and any other documents reasonably necessary to carry out the purposes of this Ordinance, provided that such documents are consistent with the terms approved herein and not substantially adverse to the City.

**SECTION 3. SOURCE AND USE OF FUNDS.** The expenditure authorized by this Ordinance shall be paid from Opioid Settlement Funds and charged to account number 22000209 523070, or to such successor account as may be designated by the Finance Department. The

funds shall be used solely for the purchase of four (4) passenger vans in accordance with the Agreement.

**SECTION 4. BUDGET AMENDMENT.** That the annual budget for the fiscal year beginning July 1, 2026, and ending June 30, 2027, as adopted by Ordinance No. 2026-06-8879, be amended by the following re-appropriations:

- Increase expenditures in the Opioid Settlement Fund by Two Hundred Thousand Dollars (\$200,000.00) to provide for the expenditure authorized by this Ordinance.

The Finance Director is authorized to make all accounting entries and budget adjustments necessary to implement this section.

**SECTION 5. REPORTING AND COMPLIANCE.** Lifeline Recovery Center, Inc. shall maintain records documenting the expenditure of City funds and the use of the vans for authorized opioid remediation purposes and shall provide the City with information reasonably necessary for annual opioid settlement reporting. Failure to use the funds for an authorized purpose or to comply with the Agreement may result in repayment to the City as provided in the Agreement.

**SECTION 6. SEVERABILITY.** If any provision of this Ordinance is held invalid, the invalidity shall not affect other provisions that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are severable.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall become effective upon its adoption, approval, and publication as required by law.

---

George P. Bray, Mayor

**ATTEST:**

---

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners:

Adopted by the Board of Commissioners:

Recorded by the City Clerk:

Published by The Paducah Sun:

Ord\Lifeline Recovery Vans Budget Amendment FY27

## CONTRACT FOR SERVICES

This Contract for Services and Opioid Settlement Funding Agreement (the “Agreement”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the **CITY OF PADUCAH, KENTUCKY**, a Kentucky municipal corporation with a mailing address of P.O. Box 2267, Paducah, Kentucky 42002-2267 (the “City”), and **LIFELINE RECOVERY CENTER, INC.**, a Kentucky nonprofit corporation with a mailing address of \_\_\_\_\_ (“Lifeline”). The City and Lifeline may each be referred to as a “Party” and collectively as the “Parties.”

### WITNESSETH:

**WHEREAS**, the City has received funds from national opioid settlements to be used for opioid remediation and other authorized purposes in accordance with KRS 15.291 and applicable settlement requirements; and

**WHEREAS**, Lifeline provides long-term residential recovery services for individuals affected by addiction and provides transportation supporting access to treatment, recovery services, healthcare, employment, court obligations, job training, and other recovery-related activities; and

**WHEREAS**, Lifeline has requested Two Hundred Thousand Dollars (\$200,000.00) from the City to purchase four (4) passenger vans to provide reliable transportation for client recovery; and

**WHEREAS**, the City desires to provide funding for the purchase of the four (4) vans pursuant to the terms of this Contract for Services; and

**WHEREAS**, this Contract was authorized by Municipal Order No. \_\_\_\_\_, adopted by the Board of Commissioners of the City of Paducah on \_\_\_\_\_, 2026.

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

### **SECTION 1: TERM AND PUBLIC PURPOSE**

The term of this Contract shall begin on the Effective Date and continue until Lifeline has purchased and taken delivery of the four (4) passenger vans and completed the reporting obligations required under this Contract. Lifeline shall purchase and take delivery of the four (4) passenger vans within six (6) months after receiving payment from the City, unless the City Manager approves an extension in writing due to vehicle availability, manufacturing delays, or other circumstances beyond Lifeline’s reasonable control.

### **SECTION 2: FUNDING AWARD AND PAYMENT**

The City shall provide Lifeline a one-time payment of Two Hundred Thousand Dollars (\$200,000.00) within sixty (60) days of receiving an invoice from Lifeline. The payment shall be used to purchase four (4) passenger vans for transportation supporting Lifeline’s recovery program. The vans may be new or used, provided they are suitable and reliable for the purposes described in this Contract. Lifeline shall

be responsible for any purchase costs exceeding the amount provided by the City and shall return to the City any portion of the payment not used for the purchase of the four (4) vans.

### **SECTION 3: OBJECTIVES AND SERVICES**

Lifeline shall use the vans to provide transportation supporting treatment, recovery services, healthcare, employment, court obligations, job training, volunteer opportunities, recovery meetings, and other activities reasonably related to client recovery and successful reentry. Lifeline shall use the funding and the vans in a manner consistent with the opioid remediation purposes authorized by KRS 15.291 and applicable opioid settlement requirements.

### **SECTION 4: REPORTING AND RECORDS**

Lifeline shall maintain records sufficient to document the expenditure of the City's funding and the use of the vans for authorized opioid remediation purposes. Lifeline shall track and report information in accordance with KRS 15.291, applicable state opioid settlement reporting requirements, and any annual reporting request or reporting form provided by the City. Lifeline shall provide the City reasonable documentation necessary for the City to complete its required annual opioid settlement reporting, on or before July 30, 2027, and in any subsequent years as requested.

### **SECTION 5: NONDISCRIMINATION**

Lifeline shall provide the services supported by this Contract without unlawful discrimination based on race, color, national origin, religion, sex, age, disability, or any other status protected by applicable law.

### **SECTION 6: INDEPENDENT CONTRACTOR AND INDEMNIFICATION**

Lifeline is an independent contractor. Nothing in this Contract creates a partnership, joint venture, agency, employment, or other legal relationship between the parties. Lifeline shall be solely responsible for its employees, volunteers, operations, and use of the vans and shall indemnify and hold harmless the City, its elected and appointed officials, employees, and insurers from claims, liabilities, losses, damages, costs, and reasonable attorneys' fees arising from Lifeline's acts or omissions, operation or use of the vans, or breach of this Contract, except to the extent caused by the City's sole negligence or willful misconduct.

### **SECTION 7: TERMINATION**

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

### **SECTION 8: COMPLIANCE AND RETURN OF FUNDS**

Lifeline shall use the payment only for the purposes described in this Contract. If Lifeline does not purchase four (4) vans, uses any portion of the payment for an unauthorized purpose, or fails to

provide information reasonably necessary for the City’s required opioid settlement reporting, the City may require Lifeline to return the affected portion of the payment. If a governmental, judicial, or settlement authority determines that any portion of the payment is not an authorized opioid remediation expenditure because of Lifeline’s use of the funds or failure to comply with this Contract, Lifeline shall reimburse the City for that portion upon written demand.

**SECTION 9: ENTIRE AGREEMENT**

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

**SECTION 10: GOVERNING LAW**

This Contract shall be governed by the laws of the Commonwealth of Kentucky. Any action arising from this Contract shall be brought in a court of competent jurisdiction in McCracken County, Kentucky.

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

**CITY OF PADUCAH**

Signature: \_\_\_\_\_  
George P. Bray, Mayor

Date: \_\_\_\_\_

**LIFELINE RECOVERY CENTER, INC.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: August 11, 2026

Short Title: Closure of Alley between S. 9th St and Walter Jetton Blvd. and parallel to 916 Kentucky Avenue  
- **G. GUEBERT**

Category: Ordinance

Staff Work By: Josh Fowler-Sommer, Melanie Townsend  
Presentation By: Greg Guebert

Background Information: The adjacent property owners:

Purchase District Health Department

Richard Mark Edwards, 1369 Properties, LLC

Charlie McKenzie, e-Tel, LLC

have submitted an executed application requesting the alley extending from S. 9th St to Walter Jetton Blvd be closed.

On August 3, 2026, the Planning Commission held a Public Meeting and made a positive recommendation to the City Commission for this closure. All of the utility companies have agreed to this closure.

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

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

Communications Plan:

Funds Available: Account Name:  
Account Number:

Staff Recommendation: To adopt an ordinance authorizing the closure of the alley extending between S. 9th St and Walter Jetton Blvd. and authorizing the Mayor to execute the closure plat and all necessary documents related to same.

Attachments:

1. Ord - alley – between South 9th Street and Walter Jetton Blvd
2. Alley behind 916 Kentucky Ave\_application
3. PC Resolution\_btw S 9th-WJB
4. Plat-HealthDeptAlleyClosurePreliminary



**AN ORDINANCE PROVIDING FOR THE CLOSING OF AN 8,129 SQUARE FOOT ALLEY PARALLEL TO KENTUCKY AVENUE AND WASHINGTON STREET BETWEEN SOUTH 9<sup>TH</sup> STREET AND WALTER JETTON BOULEVARD; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME**

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of An 8,129 square foot alley parallel to Kentucky Avenue and Washington Street between South 9<sup>th</sup> Street and Walter Jetton Boulevard, as follows:

**ALLEY CLOSURE (TRACT 1) - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located south of Kentucky Avenue, west of South 9<sup>th</sup> Street, north of Washington Street, and east of Walter Jetton Boulevard, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a mag nail (found), said point being 160.00 ft. south of the intersection of the south right-of-way of Kentucky Avenue and the east right-of-way of Walter Jetton Boulevard, said point also being the southwest corner of the McCracken County Health Department (recorded in Deed Book 383, Page 318);

Thence along the south property line of the above said McCracken County Health Department property, N64°57'28"E a distance of 346.50 ft. to a chiseled "X" (found), said point being in the west right-of-way of South 9<sup>th</sup> Street;

Thence along the above said right-of-way and with a new property line, S25°02'32"E a distance of 17.38 ft. to a chiseled "X" (found), said point being the northeast corner of the Paducah-McCracken County Board of Health, Inc. property (recorded in Deed Book 600, Page 746, Tract A-6);

Thence along the north property line of the above said Paducah-McCracken County Board of Health, Inc. property (Tract A-6), S64°57'28"W a distance of 115.50 ft. to a mag nail (found), said point being the northwest corner of the above said Paducah-McCracken County Board of Health, Inc. property (Tract A-6);

Thence along the west property line of the above said Paducah-McCracken County Board of Health, Inc. property (Tract A-6), S25°02'32"E a distance of 9.12 ft. to a mag nail (found), said point being the northeast corner of the Paducah-McCracken County Board of Health, Inc. property (recorded in Deed Book 600, Page 746 Tract A-3);

Thence along the north property line of the above said Paducah-McCracken County Board of Health, Inc. property, S64°57'28"W a distance of 115.50 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (found), said point being the northwest corner of the Paducah-McCracken County Board of Health, Inc. property (recorded in Deed Book 600, Page 746, Tract A-4), said point also being the northeast corner of the E-Tel/Murray, LLC property (recorded in Deed Book 1280, Page 653);

Thence along a new property line, N25°02'32"W a distance of 13.25 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S64°57'28"W a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S64°57'28"W a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set), said point being in the east right-of-way of Walter Jetton Boulevard;

Thence along the above said right-of-way, N25°02'32"W a distance of 13.25 ft. to the POINT OF BEGINNING.

The above-described Tract contains 6,599 square feet (0.151 acres).

#### **ALLEY CLOSURE (TRACT 2) - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located south of Kentucky Avenue, west of South 9<sup>th</sup> Street, north of Washington Street, and east of Walter Jetton Boulevard, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a mag nail with shiner stamped "KJW BFW #3445" (set), said point being 160.00 ft. north of the intersection of the north right-of-way of Washington Street and the east right-of-way of Walter Jetton Boulevard, said point also being the northwest corner of the 1369 Properties, LLC property (recorded in Deed Book 1159, Page 206);

Thence along the above said right-of-way, N25°02'32"W a distance of 13.25 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S64°57'28"W a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S25°02'32"E a distance of 13.25 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set), said point being the northeast corner of the above said 1369 Properties, LLC property, said point also being the northwest corner of the E-Tel/Murray, LLC property (recorded in Deed Book 1280, Page 653);

Thence along the north property line of the above said 1369 Properties, LLC property, S64°57'28"W a distance of 57.75 ft. to the POINT OF BEGINNING.

The above-described Tract contains 765 square feet (0.018 acres).

#### **ALLEY CLOSURE (TRACT 3) - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located south of Kentucky Avenue, west of South 9<sup>th</sup> Street, north of Washington Street, and east of Walter Jetton Boulevard, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a mag nail with shiner stamped "KJW BFW #3445" (set), said point being 160.00 ft. north of the intersection of the north right-of-way of Washington Street and the east right-of-way of Walter Jetton Boulevard, said point also being the northwest corner of the 1369 Properties, LLC property (recorded in Deed Book 1159, Page 206);

Thence along the above said right-of-way, N25°02'32"W a distance of 13.25 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, N64°57'28"E a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set), said point being the TRUE POINT OF BEGINNING;

Thence from the TRUE POINT OF BEGINNING and along a new property line, N64°57'28"E a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S25°02'32"E a distance of 13.25 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (found), said point being the northeast corner of the E-Tel/Murray, LLC property (recorded in Deed Book 1280, Page 653), said point also being the northwest corner of the Paducah-McCracken County Board of Health, Inc. property (recorded in Deed Book 600, Page 746, A-4);

Thence along the north property line of the above said E-Tel/Murray, LLC property, S64°57'28"W a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set), said point being the northwest corner of the above said E-Tel/Murray, LLC property, said point also being the northeast corner of the above said 1369 Properties, LLC property;

Thence along a new property line, N25°02'32"W a distance of 13.25 ft. to the TRUE POINT OF BEGINNING.

The above-described Tract contains 765 square feet (0.018 acres).

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

a. Purchase District Health Department, Richard Mark Edwards (1369 Properties LLC) and Charlie McKenzie, (e- LLC) are owners of property abutting the public way which the Board of Commissioners has authorized to be closed; and a Public Right-of-Way Closure Application and Guarantee has been filed.

b. On August 3, 2026, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid alley and public way.

c. The property owners of property abutting the public way have given their written and notarized consent to the closing as is evidenced by the Public Right-of-Way Closure Application attached hereto and made part hereof (Exhibit A).

SECTION 3. All requirements of KRS 82.405(1) and (2) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute all documents necessary related to the alley closing as authorized in Section 1 above.

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

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George Bray, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, August 11, 2026

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

\_\_\_\_\_ alley – between South 9<sup>th</sup> Street and Walter Jetton Blvd.

### CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky, and that the foregoing is a full, true and correct copy of Ordinance No. 2026-\_\_\_\_\_ - \_\_\_\_\_, adopted by the Board of Commissioners of the City of Paducah at a meeting held on \_\_\_\_\_.

\_\_\_\_\_  
City Clerk

## **EXHIBIT A**

### **PUBLIC RIGHTOF-WAY CLOSURE APPLICATION**



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

Date: 7/15/2026

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

Public Right-of-Way: Alley between Walter Jetton Boulevard and South 9th Street  
(south of Kentucky Avenue)

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

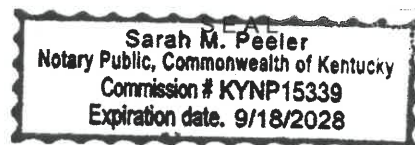
Respectfully submitted by all adjoining property owners:

  
\_\_\_\_\_  
Signature of Property Owner  
Kaitlyn Krolikowski, Purchase District  
Health Department  
\_\_\_\_\_  
Property Owner's Name Printed  
  
916 Kentucky Avenue  
\_\_\_\_\_  
Address

STATE OF KENTUCKY           )  
COUNTY OF McCRACKEN    )

The foregoing instrument was sworn to and acknowledged  
before me this 17 day of July, 2026,  
by \_\_\_\_\_.

My Commission expires 09/18/2028  
Sarah M. Peeler #KYNP15339  
Notary Public, State at Large



STATE OF KENTUCKY           )  
COUNTY OF McCRACKEN    )

The foregoing instrument was sworn to and acknowledged  
before me this 17th day of July, 2026,  
by Richard M. Edwards.

My Commission expires 9/27/29  
Alisa Hopwood  
Notary Public, State at Large



SEAL

  
\_\_\_\_\_  
Signature of Property Owner  
Richard Mark Edwards, 1369 Properties, LLC  
\_\_\_\_\_  
Property Owner's Name Printed  
  
222 Walter Jetton Boulevard  
\_\_\_\_\_  
Address

Charlie McKenzie  
Signature of Property Owner

Charlie McKenzie, e-Tel LLC  
Property Owner's Name Printed

923 Washington Street  
Address

STATE OF KENTUCKY )  
COUNTY OF McCRACKEN )

The foregoing instrument was sworn to and acknowledged  
before me this 17<sup>th</sup> day of July, 2020,  
by [Signature]

My Commission expires 5/19/20

[Signature] KY NP 48423  
Notary Public, State at Large

SEAL

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Property Owner's Name Printed

\_\_\_\_\_  
Address

STATE OF KENTUCKY )  
COUNTY OF McCRACKEN )

The foregoing instrument was sworn to and acknowledged  
before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State at Large

SEAL

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Property Owner's Name Printed

\_\_\_\_\_  
Address

STATE OF KENTUCKY )  
COUNTY OF McCRACKEN )

The foregoing instrument was sworn to and acknowledged  
before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State at Large

SEAL

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF AN 8,129 SQUARE FOOT ALLEY PARALLEL TO KENTUCKY AVENUE AND WASHINGTON STREET BETWEEN SOUTH 9<sup>TH</sup> STREET AND WALTER JETTON BOULEVARD.

WHEREAS, a public hearing was held on August 3, 2026 by the Paducah Planning Commission after advertisement pursuant to law, and

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

WHEREAS, this Commission adopted a proposal to vacate and close an 8,129 square foot alley parallel to Kentucky Avenue and Washington Street between South 9<sup>th</sup> Street and Walter Jetton Boulevard.

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

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

**ALLEY CLOSURE (TRACT 1) - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S. #3445 and being generally located south of Kentucky Avenue, west of South 9<sup>th</sup> Street, north of Washington Street, and east of Walter Jetton Boulevard, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a mag nail (found), said point being 160.00 ft. south of the intersection of the south right-of-way of Kentucky Avenue and the east right-of-way of Walter Jetton Boulevard, said point also being the southwest corner of the McCracken County Health Department (recorded in Deed Book 383, Page 318);

Thence along the south property line of the above said McCracken County Health Department property, N64°57'28"E a distance of 346.50 ft. to a chiseled "X" (found), said point being in the west right-of-way of South 9<sup>th</sup> Street;

Thence along the above said right-of-way and with a new property line, S25°02'32"E a distance of 17.38 ft. to a chiseled "X" (found), said point being the northeast corner of the Paducah-McCracken County Board of Health, Inc. property (recorded in Deed Book 600, Page 746, Tract A-6);

Thence along the north property line of the above said Paducah-McCracken County Board of Health, Inc. property (Tract A-6), S64°57'28"W a distance of 115.50 ft. to a mag nail (found), said point being the northwest corner of the above said Paducah-McCracken County Board of Health, Inc. property (Tract A-6);

Thence along the west property line of the above said Paducah-McCracken County Board of Health, Inc. property (Tract A-6), S25°02'32"E a distance of 9.12 ft. to a mag nail (found), said point being the northeast corner of the Paducah-McCracken County Board of Health, Inc. property (recorded in Deed Book 600, Page 746 Tract A-3);

Thence along the north property line of the above said Paducah-McCracken County Board of Health, Inc. property, S64°57'28"W a distance of 115.50 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (found), said point being the northwest corner of the Paducah-McCracken County Board of Health, Inc. property (recorded in Deed Book 600, Page 746, Tract A-4), said point also being the northeast corner of the E-Tel/Murray, LLC property (recorded in Deed Book 1280, Page 653);

Thence along a new property line, N25°02'32"W a distance of 13.25 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S64°57'28"W a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);



Thence along a new property line, S64°57'28"W a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set), said point being in the east right-of-way of Walter Jetton Boulevard;

Thence along the above said right-of-way, N25°02'32"W a distance of 13.25 ft. to the POINT OF BEGINNING.

The above-described Tract contains 6,599 square feet (0.151 acres).

#### **ALLEY CLOSURE (TRACT 2) - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located south of Kentucky Avenue, west of South 9<sup>th</sup> Street, north of Washington Street, and east of Walter Jetton Boulevard, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a mag nail with shiner stamped "KJW BFW #3445" (set), said point being 160.00 ft. north of the intersection of the north right-of-way of Washington Street and the east right-of-way of Walter Jetton Boulevard, said point also being the northwest corner of the 1369 Properties, LLC property (recorded in Deed Book 1159, Page 206);

Thence along the above said right-of-way, N25°02'32"W a distance of 13.25 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S64°57'28"W a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S25°02'32"E a distance of 13.25 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set), said point being the northeast corner of the above said 1369 Properties, LLC property, said point also being the northwest corner of the E-Tel/Murray, LLC property (recorded in Deed Book 1280, Page 653);

Thence along the north property line of the above said 1369 Properties, LLC property, S64°57'28"W a distance of 57.75 ft. to the POINT OF BEGINNING.

The above-described Tract contains 765 square feet (0.018 acres).

#### **ALLEY CLOSURE (TRACT 3) - LEGAL DESCRIPTION**

A certain tract of land as surveyed by Kyrun Jett Wood, P.L.S.#3445 and being generally located south of Kentucky Avenue, west of South 9<sup>th</sup> Street, north of Washington Street, and east of Walter Jetton Boulevard, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a mag nail with shiner stamped "KJW BFW #3445" (set), said point being 160.00 ft. north of the intersection of the north right-of-way of Washington Street and the east right-of-way of Walter Jetton Boulevard, said point also being the northwest corner of the 1369 Properties, LLC property (recorded in Deed Book 1159, Page 206);

Thence along the above said right-of-way, N25°02'32"W a distance of 13.25 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, N64°57'28"E a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set), said point being the TRUE POINT OF BEGINNING;

Thence from the TRUE POINT OF BEGINNING and along a new property line, N64°57'28"E a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set);

Thence along a new property line, S25°02'32"E a distance of 13.25 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (found), said point being the northeast corner of the E-Tel/Murray, LLC property (recorded in Deed Book 1280, Page 653), said point also being the northwest corner

of the Paducah-McCracken County Board of Health, Inc. property (recorded in Deed Book 600, Page 746, A-4);

Thence along the north property line of the above said E-Tel/Murray, LLC property, S64°57'28"W a distance of 57.75 ft. to a mag nail with shiner stamped "BFW KJW #3445" (set), said point being the northwest corner of the above said E-Tel/Murray, LLC property, said point also being the northeast corner of the above said 1369 Properties, LLC property;

Thence along a new property line, N25°02'32"W a distance of 13.25 ft. to the TRUE POINT OF BEGINNING.

The above-described Tract contains 765 square feet (0.018 acres).

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

SECTION 3. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

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

  
\_\_\_\_\_  
Bob Wade, Chairman

Adopted by the Paducah Planning Commission on August 3, 2026



PROPERTY NOTES:

CLIENT:  
McCRACKEN COUNTY HEALTH DEPARTMENT  
916 KENTUCKY AVE  
PADUCAH, KENTUCKY 42003

OWNERS:  
PADUCAH-McCRACKEN COUNTY  
BOARD OF HEALTH, INC.  
PADUCAH, KENTUCKY 42003

SOURCE OF TITLE:  
DEED BOOK 600, PAGE 746  
DEED BOOK 383, PAGE 318

PLAT REFERENCES:  
NONE

AREA SUMMARY:

|                                              |                                            |                                            |
|----------------------------------------------|--------------------------------------------|--------------------------------------------|
| TRACT 1:<br>6,599 SQUARE FEET<br>0.151 ACRES | TRACT 2:<br>765 SQUARE FEET<br>0.018 ACRES | TRACT 3:<br>765 SQUARE FEET<br>0.018 ACRES |
|----------------------------------------------|--------------------------------------------|--------------------------------------------|

INTENT:

THE INTENT OF THIS PLAT IS TO CLOSE THE ALLEY  
BETWEEN WALTER JETTON BOULEVARD AND SOUTH 9th  
STREET AS SHOWN HEREON.

FLOOD ZONE INFORMATION:

THIS PROPERTY IS LOCATED IN FLOOD ZONE X, "AREAS WITH  
REDUCED FLOOD RISK DO TO LEVEE", AS SHOWN ON THE  
NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO.  
21145C0153F, EFFECTIVE NOVEMBER 2, 2011.

ZONING INFORMATION:

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "B-3"  
ZONE "B-3" = GENERAL BUSINESS ZONE.

MINIMUM YARD REQUIREMENTS:

1. FRONT YARD: NONE
2. SIDE YARD: NONE
3. REAR YARD: NONE

MINIMUM AREA REQUIREMENTS:

1. MINIMUM LOT AREA: NONE
2. MINIMUM LOT WIDTH: NONE

MAXIMUM BUILDING HEIGHT:

NONE

MAXIMUM LOT COVERAGE:

NONE

MAYOR'S CERTIFICATE OF APPROVAL

IN ACCORDANCE WITH KENTUCKY REVISED STATUES CHAPTER 82 AND BY  
ORDINANCE # \_\_\_\_\_ I HEREBY CERTIFY THAT THE PUBLIC WAY AS SHOWN  
ON THIS PLAT HAS BEEN OFFICIALLY CLOSED.

MAYOR, CITY OF PADUCAH \_\_\_\_\_ DATE \_\_\_\_\_

PLANNING AND ZONING CERTIFICATE OF APPROVAL

UNDER THE AUTHORITY PROVIDED BY KRS CHAPTER 100 ADOPTED BY THE PLANNING  
COMMISSION OF THE CITY OF PADUCAH, THIS PLAT HAS BEEN ACCEPTED AS FOLLOWS:

APPROVED BY PADUCAH, PLANNING AND ZONING DEPARTMENT ON THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

SECRETARY OF THE PLANNING AND ZONING COMMISSION \_\_\_\_\_

STATE OF KENTUCKY, COUNTY OF McCRACKEN CERTIFICATE OF  
RECORDING

I HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LOGGED IN MY OFFICE FOR RECORD AND THAT I  
HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATES IN MY OFFICE. GIVEN

UNDER MY SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
AND RECORDED IN PLAT SECTION \_\_\_\_\_, PAGE \_\_\_\_\_.

McCRACKEN COUNTY COURT CLERK \_\_\_\_\_ DEPUTY COURT CLERK \_\_\_\_\_

SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY THAT THIS REPRESENTS A TOPOGRAPHIC AND  
BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150. AND THAT THE  
BOUNDARY INFORMATION SHOWN HEREON WAS PERFORMED UNDER MY  
DIRECT SUPERVISION BY USING REAL TIME KINEMATIC "RTK" GPS (TRIMBLE  
R12iRB GPS UNIT & TRIMBLE S5 ROBOTIC TOTAL STATION). BEARINGS AND  
DISTANCES SHOWN HEREON ARE COMPUTED USING GRID COORDINATES.  
THE ACCURACY AND PRECISION OF SAID SURVEY MEETS OR EXCEEDS  
SPECIFICATIONS OF AN "URBAN" SURVEY.  
DATE OF SURVEY: JUNE 23, 2026

K. JETT WOOD, P.L.S. #3445 \_\_\_\_\_ DATE \_\_\_\_\_

THIS PROPERTY IS SUBJECT TO ALL PREVIOUSLY CONVEYED RIGHT-OF-WAYS  
AND EASEMENTS. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF  
A TITLE OPINION.



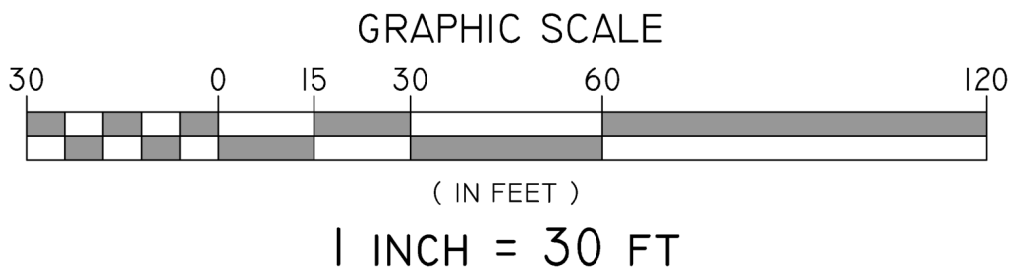
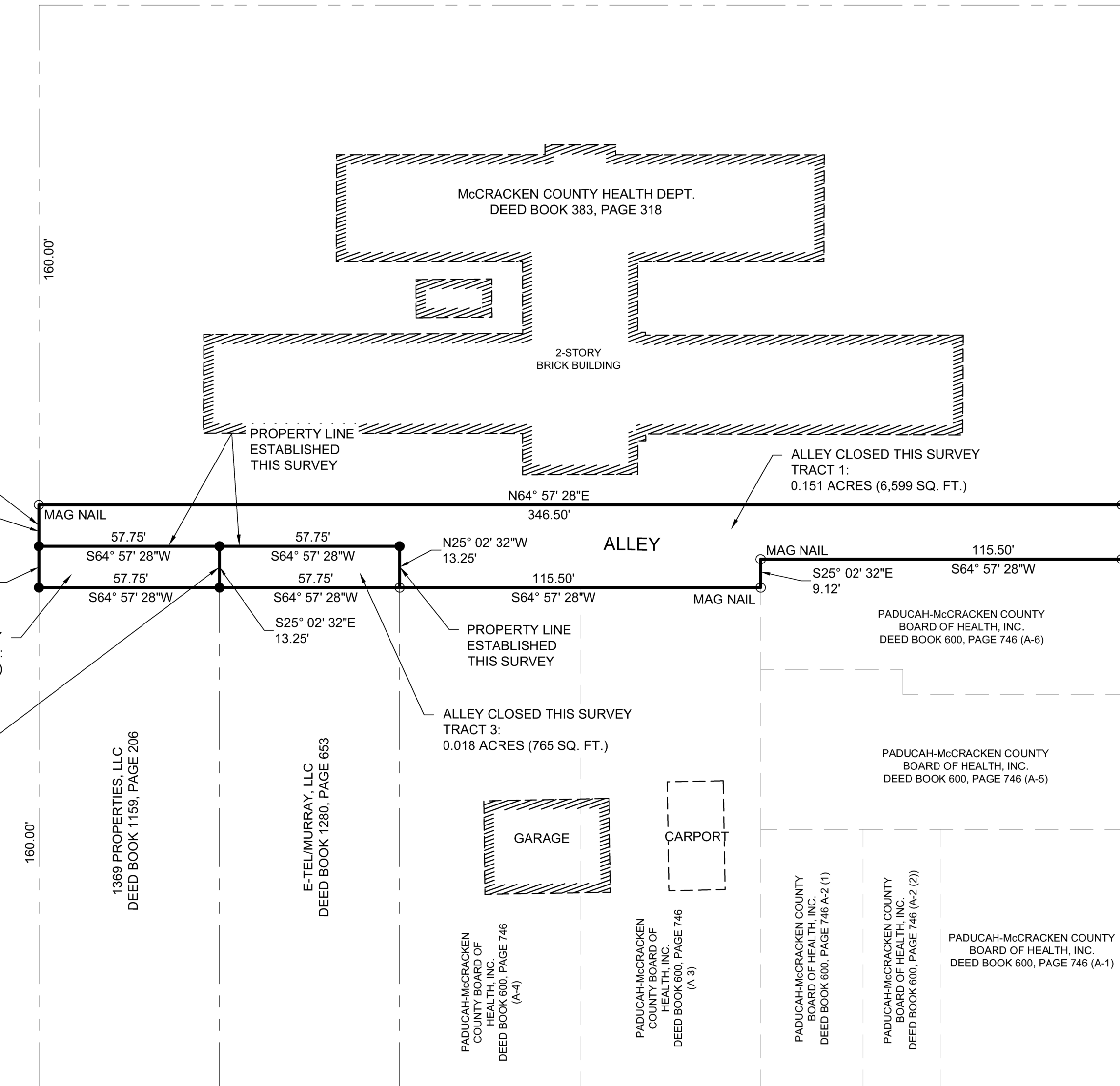
INFORMATION SHOWN HEREON  
BASED ON KENTUCKY STATE  
PLANE COORDINATE SYSTEM  
(SINGLE ZONE)

WALTER JETTON BLVD.  
(100' R/W)

PROPERTY LINE  
ESTABLISHED  
THIS SURVEY

ALLEY CLOSED THIS SURVEY  
TRACT 2:  
0.018 ACRES (765 SQ. FT.)

PROPERTY LINE  
ESTABLISHED  
THIS SURVEY



CERTIFICATE OF OWNERSHIP

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

OWNER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE  
STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING  
CERTIFICATE WAS THIS DAY PRESENTED TO ME BY \_\_\_\_\_  
WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A  
FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC SIGNATURE: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

CERTIFICATE OF OWNERSHIP

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

OWNER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE  
STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING  
CERTIFICATE WAS THIS DAY PRESENTED TO ME BY \_\_\_\_\_  
WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A  
FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

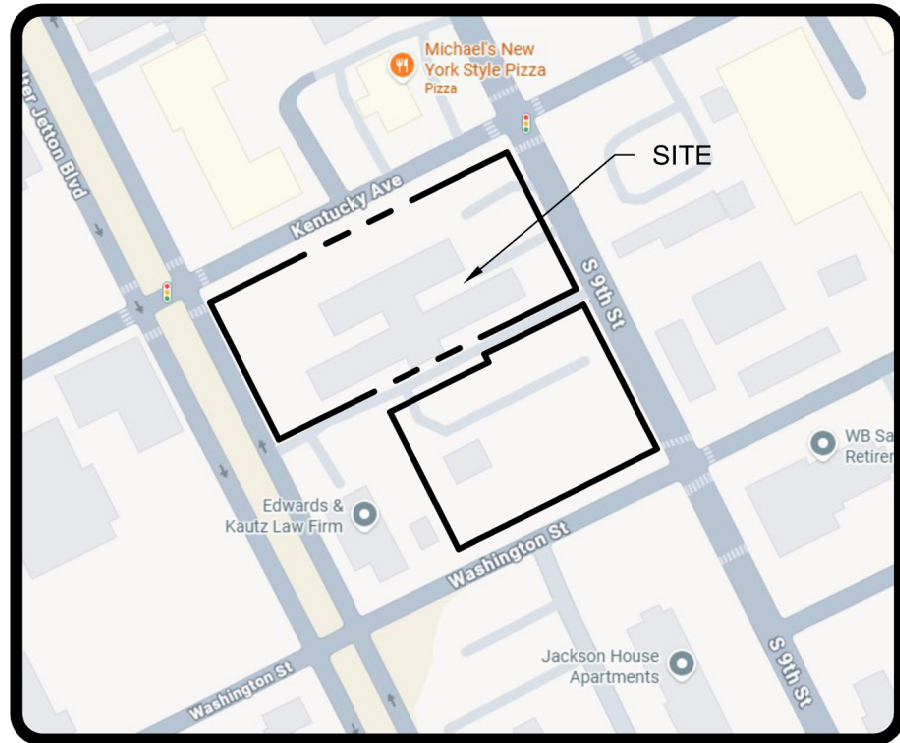
SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC SIGNATURE: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- ADJOINING PROPERTY LINE
- ORIGINAL PROPERTY LINE
- BUILDING
- ROADWAY CENTERLINE
- EXISTING BUILDING
- MAG NAIL WITH SHINER  
STAMPED "BFW KJW #3445" (SET)
- 1/2" DIAMETER X 18" LONG REBAR & CAP  
STAMPED "BFW KJW #3445" (FOUND), UNLESS  
OTHERWISE NOTED



VICINITY MAP

CERTIFICATE OF OWNERSHIP

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

OWNER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE  
STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING  
CERTIFICATE WAS THIS DAY PRESENTED TO ME BY \_\_\_\_\_  
WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A  
FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC SIGNATURE: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

UTILITY OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT WE THE UTILITY OWNER'S HEREBY ACKNOWLEDGES THE PORTION OF  
PUBLIC WAY PROPOSED TO BE CLOSED AS SHOWN AND DESCRIBED HEREON AND WILL NOT HAVE  
ANY EXISTING OR CURRENT INTEREST OF THE PUBLIC WAY CONSIDERED FOR CLOSURE AS SHOWN  
AND DESCRIBED HEREON. ALL EXISTING UTILITY LINES SHALL BE RELOCATED OR REMOVED WITHIN  
THE PROPOSED PORTION OF PUBLIC WAY TO BE CLOSED.

PADUCAH WATER WORKS SIGNATURE \_\_\_\_\_ DATE (MM/DD/YYYY)

PADUCAH WATER WORKS TITLE \_\_\_\_\_

ATMOS ENERGY SIGNATURE \_\_\_\_\_ DATE (MM/DD/YYYY)

ATMOS ENERGY TITLE \_\_\_\_\_

PADUCAH POWER SYSTEM SIGNATURE \_\_\_\_\_ DATE (MM/DD/YYYY)

PADUCAH POWER SYSTEM TITLE \_\_\_\_\_

COMCAST CABLE SIGNATURE \_\_\_\_\_ DATE (MM/DD/YYYY)

COMCAST CABLE TITLE \_\_\_\_\_

AT&T SIGNATURE \_\_\_\_\_ DATE (MM/DD/YYYY)

AT&T TITLE \_\_\_\_\_

JOINT SEWER AGENCY SIGNATURE \_\_\_\_\_ DATE (MM/DD/YYYY)

JOINT SEWER AGENCY TITLE \_\_\_\_\_



Paducah, KY Office

2301 McCracken Blvd, Paducah, KY 42001  
270-443-1995 / BFWengineers.com

DO NOT REPRODUCE

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

ALLEY CLOSURE  
916 KENTUCKY AVENUE  
PADUCAH, KENTUCKY

McCRACKEN COUNTY HEALTH DEPARTMENT

| Revisions : |             |      |
|-------------|-------------|------|
| #           | Description | Date |
|             |             |      |
|             |             |      |
|             |             |      |
|             |             |      |
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|             |             |      |

Drawn By: KNP  
Checked By: KJW  
Issue Date: 7/15/2026  
Project No: 26283

Sheet Title  
ALLEY CLOSURE

Sheet No.

SV 1.0



# **Agenda Action Form Paducah City Commission**

Meeting Date: August 11, 2026

Short Title: FY2026 Budget Amendment - L. DELANEY

Category: Ordinance

Staff Work By: Audra Kyle,  
Lauren Delaney  
Presentation By: Lauren  
Delaney

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

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

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

Communications Plan:

Funds Available: Account Name:  
Account Number:

**Staff Recommendation:** We recommend the Commission approve FY2026 mid-year budget amendment.

**Attachments:**

1. ORD budget amend FY26 Final August
2. FY2026 Budget Amendment Descriptions #3

ORDINANCE NO. 2026-\_\_\_\_ - \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 2026-06-8879, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2026, THROUGH JUNE 30, 2027, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT”

WHEREAS, proceeds from the sale of fire trucks in the amount of \$98,100 will be utilized for future fire truck replacement; and

WHEREAS, sponsorships totaling \$20,000 were received for the 4<sup>th</sup> of July; and

WHEREAS, expenses related to the 2013A & 2018B bond redemption/defeasance exceeded available debt service fund cash balance by \$24,573; and

WHEREAS, funds in the amount of \$25,000 were appropriated in FY2025 to be set aside for the Paxton Park succession planning project were not transferred and lapsed at the close of that fiscal year; and

WHEREAS, transient room tax revenue and related expenditures exceeded original budget by \$158,871; and

WHEREAS, general fund technology appropriations of \$144,164 were transferred into a project because the receipt of the equipment will be after 6/30/26; and

WHEREAS, the 2025 Bulletproof Vest Grant award and required local match was \$1,332 less than anticipated; and

WHEREAS, a transfer from the general fund of \$7,000 was made to fund the Albert Jones Park Trail project; and

WHEREAS, fire general fund appropriations of \$39,656 were transferred into a project because the receipt of CPAT equipment will be after 6/30/26; and

WHEREAS, donations totaling \$7,353 were received to support the tree and bench memorial; and

WHEREAS, police general fund appropriations of \$5,355 were transferred into a project because the equipment purchased will be received after 6/30/26; and

WHEREAS, \$250,000 was transferred from the general fund operating budget to a project for an infrastructure incentive to be paid in a future year; and

WHEREAS, 2024 Bulletproof Vest Grant and local match requirement was \$1,051 more than anticipated; and

WHEREAS, \$154,000 was transferred from the investment fund into a project for the FY26 IDA allocation to be paid in a future year;

WHEREAS, lien recoveries provided an additional \$48,262 for reinvestment;

WHEREAS, FY2026 annual contributions totaling \$67,755 were received to support GIS operations; and

WHEREAS, the City received \$72,184.82 from the Commonwealth of KY, which will be used to pay for underground storage tank cleanup expenses; and

WHEREAS, donations totaling \$2,913 were received to support non-grant Warrior Wednesday and Nextop Veterans event expenditures; and

WHEREAS, expenditures increased by \$5,901 in the debt service fund to reflect the cost of professional services related to the redemption of Bond Series 2013A and the defeasance of Bond Series 2018B approved by Municipal Order No. 3212; and

WHEREAS, additional budget is required to reflect increased health insurance activity, with both revenues and expenditures rising by \$421,154.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2026, and ending June 30, 2027, as adopted by Ordinance No. 2026-06-8879, be amended by the following re-appropriations:

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

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

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George Bray, Mayor

ATTEST:

---

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, \_\_\_\_\_

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded Lindsay Parish, City Clerk, \_\_\_\_\_

Published by *The Paducah Sun*, \_\_\_\_\_

\\ord\\finance\\budget amend FY26 Final August

# Agenda Action Form

## Paducah City Commission

Meeting Date: August 11, 2026

Short Title: Amend Chapter 78 Personnel Ordinance to Remove Retiree Life Insurance Benefit - S.  
**WILCOX**

Category: Ordinance

Staff Work  
By: Stefanie  
Wilcox  
Presentation  
By: Stefanie  
Wilcox

**Background Information:** The Chapter 78 Personnel Ordinance is being amended to eliminate the retiree life insurance benefit effective September 1, 2026.

For many years, the City provided retirees with access to life insurance coverage through an insurance carrier at a discounted rate. In 2024, the City's insurance carrier discontinued this coverage, requiring the City to self-insure the benefit. Since that time, the cost of providing the benefit has increased to a level that is no longer financially sustainable.

Accordingly, the retiree life insurance benefit was removed from all collective bargaining agreements effective July 1, 2026, and this ordinance amendment aligns the Personnel Ordinance with those changes.

Current participants and employees who retire before the September 1, 2026, effective date will be grandfathered into the program and will continue to receive the benefit.

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

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

Communications Plan:

Funds Available: Account Name:  
Account Number:

**Staff Recommendation:** Approve the amended ordinance removing retiree life insurance effective September 1, 2026.

**Attachments:**

1. ORD 78-40 Group Life and Medical Insurance
2. Sec. 78\_40.\_\_\_\_Group\_life\_and\_medical\_insurance REDLINED



AN ORDINANCE AMENDING CHAPTER 78 "PERSONNEL" SEC. 40, "GROUP LIFE AND MEDICAL INSURANCE", OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That Sec. 78-40 "Group Life and Medical Insurance" of the Code of Ordinances of the City of Paducah, Kentucky, is hereby amended to read as follows:

Sec. 78-40. Group life and medical insurance.

- (a) The City shall provide group life and medical insurance for all full-time permanent employees of the City in accordance with applicable insurance contract specifications and as set forth and established by the City from time to time. Any benefits that differ from what the City offers permanent full-time employees will be defined in the Collective Bargaining Agreements.
- (b) ~~Upon retirement of an employee participating in the group life insurance plan, the employee may continue coverage in the amount of \$4,000.00, for which the retiree shall pay fifty (50) percent of the total monthly premium. In no event shall the City pay more than fifty (50) percent of any such premium. Retiree Life Insurance will no longer be offered effective September 1, 2026. Any retiree taking coverage prior to that date will be grandfathered in according to the terms of the plan.~~
- (c) Any retiree of the Police and Firemen's Fund who elects to remain a member of the City's group health insurance shall pay the premiums attributable to that retiree, monthly, in advance. Eligibility for retirees is pursuant to the City of Paducah Medical, Prescription Drug, Vision and Dental Master Plan Document as accepted and effective July 1, 1999, and as may be amended from time to time.
- (d) Pursuant to an agreement between the City and the Fraternal Order of Police bargaining unit, the City's group life insurance policy shall contain a rider providing for double indemnity for a police officer killed in the line of duty and additional benefits for loss of limb or sight. These additional benefits shall become effective May 1, 1996.

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

\_\_\_\_\_  
George Bray, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners August 11, 2026

Adopted by the Board of Commissioners \_\_\_\_\_

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

\\ord\\pers\\78-40

---

## Sec. 78-40. Group life and medical insurance.

- (a) The City shall provide group life and medical insurance for all full-time permanent employees of the City in accordance with applicable insurance contract specifications and as set forth and established by the City from time to time. Any benefits that differ from what the City offers non-union permanent full-time employees will be defined in the Collective Bargaining Agreements.
- (b) ~~Upon retirement of an employee participating in the group life insurance plan, the employee may continue coverage in the amount of \$4,000.00, for which the retiree shall pay fifty (50) percent of the total monthly premium. In no event shall the City pay more than fifty (50) percent of any such premium. Retiree Life Insurance will no longer be offered effective September 1, 2026. Any retiree taking coverage prior to that date will be grandfathered in according to the terms of the plan.~~
- (c) Any retiree of the Police and Firemen's Fund who elects to remain a member of the City's group health insurance shall pay the premiums attributable to that retiree, monthly, in advance. Eligibility for retirees is pursuant to the City of Paducah Medical, Prescription Drug, Vision and Dental Master Plan Document as accepted and effective July 1, 1999, and as may be amended from time to time.
- (d) Pursuant to an agreement between the City and the Fraternal Order of Police bargaining unit, the City's group life insurance policy shall contain a rider providing for double indemnity for a police officer killed in the line of duty and additional benefits for loss of limb or sight. These additional benefits shall become effective May 1, 1996.

(Code 1968, §§ 2-28, 2-29; Code 1996, § 35.23; Code 1997, § 78-40; Ord. No. 96-4-5484, 4-23-1996; Ord. No. 99-7-6072, § 1, 7-13-1999; Ord. No. 2009-4-7530, § 9, 4-14-2009; Ord. No. 2024-11-8826, § 1, 10-22-2024)