



**CITY COMMISSION MEETING
AGENDA FOR JUNE 23, 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 INTRODUCTIONS Code Enforcement Officers Shawn Ball and Nick Smith - G. CHERRY

PUBLIC COMMENTS

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for June 9, 2026, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Reappointment of Dr. Simone Fearon to the Paducah/McCracken County Senior Citizens Board
	D.	Reappointment of Staci Drake and Mary Katherine Dossett and appointment of Marcia Harbison and Parker Jaco to the Civic Beautification Board
	E.	Appointment of Danny Evitts to the Paducah-McCracken County Joint Sewer Agency
	F.	Reappointment of Thomas M. Whittemore and Appointment of Herbert Gregory to the Paducah Transit Authority Board.
	G.	Reappointment of Sheryl Chino and Joint Appointment of Anthony (Tony) Andrews to the Paducah-McCracken County Convention Center Corporation
	H.	Personnel Actions

		I.	Authorize an Agreement for the sale of 1303 North 6th Street to the Joint Sewer Agency in consideration of \$325,000 - D. JORDAN
		J.	Renew employment agreement with Matthew Wentworth - B. LAIRD
		K.	Authorize the Engineering Department to Submit a Grant Application to the Kentucky Transportation Cabinet for the Local Assistance Road Program (LARP) funds - G. GUEBERT
		L.	Authorize the Engineering Department to Submit a Grant Application to the Kentucky Transportation Cabinet for the HB 501 Grant Pool funds - G. GUEBERT
		M.	Accept proposed premiums from the Kentucky League of Cities for Workers' Compensation, Liability Insurance, and Property Insurance Coverage for a total amount of \$1,362,381.00 - S. WILCOX
		N.	City of Paducah FY2027 Title VI Program Plan Adoption - S. WILCOX
		O.	Authorize an Amendment to the Paul Bruhn Grant Subaward with PEM Enterprises to Revise Their Scope of Work - C. GAULT
		P.	Declaration and Sale of Surplus Property 1411 Burnett Street - C. GAULT
		Q.	Approve expenditure for purchase of (CPAT) Candidate Physical Agility Test equipment - S. KYLE
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Approve a Second Addendum to the Development Agreement with C.I.R.CO for the Kresge Lot Redevelopment - L. PARISH
		B.	Approve Contract with Youngblood Excavating & Contracting, LLC for the Clements St - Farley Place Sidewalk Project for an amount Not-To-Exceed \$205,000 - G. GUEBERT
		C.	Approve a Contract for Services with Paducah Main Street in an amount of \$65,000 for the 32nd BBQ on the River - C. GAULT
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Authorize a Memorandum of Understanding Between City and PVA for calculation of 911 Parcel Fee - E. STUBER
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Text Amendment of Sections 126-69 Mobile Home Parks and 126-79 Qualified Manufactured Homes of the Paducah Zoning Ordinance - J. FOWLER-SOMMER

		B.	Text Amendment of Section 126-102 Low Density Residential Zone, R-1 of the Paducah Zoning Ordinance - J. FOWLER-SOMMER
		C.	Text Amendment of Section 126-103 Low & Medium Density Residential Zone, R-2 of the Paducah Zoning Ordinance - J. FOWLER-SOMMER
		D.	Consensual annexation of 435 & 485 Berger Road - J. FOWLER-SOMMER
		E.	Approve the Agreement between the City of Paducah and the Professional Firefighters of Paducah, Local 168, International Association of Firefighters - S. WILCOX
		F.	Amend Code of Ordinances Chapter 2, Article VIII related to Procurement - L. PARISH
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VI.	<u>EXECUTIVE SESSION</u>	

June 9, 2026

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, June 9, 2026, at 5:00 p.m. CDT, (6:00 p.m. EDT), in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Bray presided. Upon call of the roll by City Clerk, Lindsay Parish, the following answered to their names: Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5).

INVOCATION

Commissioner Thomas led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PRESENTATION

2026 CITIZENS' ACADEMY GRADUATION

Communications Manager Pam Spencer offered the following summary:

Paducah Citizens' Academy Graduation

The City of Paducah recognized the graduates of the Paducah Citizens' Academy. Last week, the graduates completed a nine-week voluntary course to learn about local government and Paducah's various departments. The 13 graduates of the 2026 Paducah Citizens' Academy are as follows in alphabetical order: Carmela Ballard, Jeffrey Carlson, Linda Carlson, Vince Carter, Carrie Childers, Carol Dismukes, Matthew Evinger, Christina George, Dinah Gihring, Donald Gihring, Meredith Schroeder, Matthew Scott, and Milagros Teves-Mani. Two employees also participated in the class: Daisha Johnson and Ian Puckett. This is class #6.

CONSENT AGENDA

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

I(A)	Approve Minutes for the May 26, 2026, Board of Commissioners Meeting
I(B)	Receive & File Documents: <u>Minute File:</u> FY2027 Budget Letter – Daron Jordan <u>Contract File:</u> 1. Memorandum of Agreement – Dr. John Kenney – 224 Berger Road MO #3237 2. Quote – DWA Recreation – Noble Park Pool and Bleacher Support Shades – MO #3243 3. Quote – Miracle Playgrounds of KY and TN – Kolb Park playground equipment – MO #3244 4. First Amendment to Contract For Services – Rightway Janitorial Services, LLC – MO #3245

June 9, 2026

	<p>5. Quote – World Towers Company, Inc. – MO #3249</p> <p>6. Agreement between City of Paducah and Ray Black & Son – Hotel Metropolitan and Purple Room – MO #3252</p> <p><u>Financials:</u></p> <p>1. Paducah Water – Month Ended April 30, 2026</p> <p><u>Bids and Proposals File:</u></p> <p>1. Request For Proposals – Shade Canopies at Noble Park DWA Recreation – Bid Awarded MO #3243</p> <p>2. Request For Proposals – Kolb Park Playground Project</p> <p>a. Play Pros</p> <p>b. Playground Boss</p> <p>c. DWA Gametime</p> <p>d. Miracle Playgrounds of KY & TN – Bid awarded – MO #3244</p>
I (C)	Appointment of Ajay Patel to the Convention & Visitors Bureau to fulfill the term of Vikas Patel, who resigned. This term shall expire December 31, 2027.
I(D)	Appointment of Tonya Shelton to the Creative & Cultural Council to replace Steven Page, whose term has expired. This term shall expire March 24, 2029.
I(E)	Personnel Actions
I(F)	A MUNICIPAL ORDER ADOPTING THE POSITION AND PAY SCHEDULE FOR THE FULL-TIME EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY FOR FISCAL YEAR 2027 (M.O. #3253; BK 14)
I(G)	A MUNICIPAL ORDER APPROVING THE JOB GRADE SCHEDULE FOR THE EMPLOYEES OF THE CITY OF PADUCAH, KENTUCKY FOR FISCAL YEAR 2027 (M.O. #3254; BK 14)
I(H)	A MUNICIPAL ORDER ACCEPTING THE BID OF C.J. MAHAN CONSTRUCTION COMPANY, LLC FOR THE PUMP STATION #11 PUMP 3 REPAIR PROJECT, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME, AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$245,025 (M.O. #3255; BK 14)
I(I)	A MUNICIPAL ORDER APPROVING CHANGE ORDER #3 WITH JIM SMITH CONTRACTING FOR ADDITIONAL SCOPE OF WORK FOR THE PADUCAH RIVERFRONT INFRASTRUCTURE IMPROVEMENT PROJECT (BUILD) FOR \$130,382.28 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (M.O. #3256; BK 14)
I(J)	A MUNICIPAL ORDER AUTHORIZING A CONTRACT EXTENSION FOR ENDPOINT DETECTION AND RESPONSE SERVICES WITH KROLL, INC. IN THE AMOUNT OF \$134.30 PER ENDPOINT FOR UP TO 370 ENDPOINTS, PLUS ENDPOINT OVERAGES AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (M.O. #3257; BK 14)
I(K)	A MUNICIPAL ORDER DECLARING CERTAIN REAL PROPERTY LOCATED AT 5065 CONCORD AVENUE SURPLUS TO THE NEEDS OF THE CITY OF PADUCAH, AUTHORIZING ITS DISPOSITION BY PUBLIC AUCTION, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (M.O. #3258; BK 14)
I(L)	A MUNICIPAL ORDER AUTHORIZING AND APPROVING AMENDMENT NO. 11 AND 12 TO THE PROFESSIONAL CONSULTING AGREEMENT WITH FEDERAL ENGINEERING, INC., FOR PROFESSIONAL SERVICES RELATED TO IMPLEMENTATION SUPPORT FOR THE PADUCAH-MCCRACKEN COUNTY 911 RADIO UPGRADE PROJECT IN AN AMOUNT NOT TO EXCEED \$120,000 AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT (M.O. #3259; BK 14)
I(M)	A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND POLICE OFFICER JOSEPH HAYES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME (M.O. #3260; BK 14)

June 9, 2026

I(N)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES BETWEEN THE CITY OF PADUCAH AND THE UPPERTOWN HERITAGE FOUNDATION FOR OPERATIONAL SUPPORT, CAPACITY BUILDING, AND RELATED SERVICES FOR THE HOTEL METROPOLITAN AND PURPLE ROOM (M.O. #3261; BK 14)
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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

DECLARATION AND SALE OF SURPLUS PROPERTY – 718 JONES STREET

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 718 JONES STREET, PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF SHELLIA KIRKENDOLL OF TEDDY BEAR DEVELOPMENT IN THE AMOUNT OF ONE HUNDRED DOLLARS (\$100) AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5). **(MO #3262; BK 14)**

DECLARATION AND SALE OF SURPLUS PROPERTY – 709 JONES STREET

Commissioner Thomas offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 709 JONES STREET, PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF JOHN B. VONTESMAR OF FLY BY NIGHT, INC. IN THE AMOUNT OF ONE DOLLAR (\$1.00) AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5). **(MO #3263; BK 14)**

AUTHORIZE CONTRACT WITH PFGW ARCHITECTS FOR THE CITY HALL STABILIZATION PROJECT

Commissioner Wilson offered Motion, seconded by Commissioner Thomas, that the Board of Commissioners adopt a Municipal Order entitled, ““A MUNICIPAL ORDER APPROVING A CONTRACT WITH PFGW ARCHTECTS FOR DESIGN, ENGINEERING AND CONSTRUCTION ADMINISTRATION FOR THE CITY HALL STABLIZATION PROJECT IN THE AMOUNT OF \$842,500 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND ALL OTHER DOCUMENTS RELATED TO SAME.”

June 9, 2026

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5). (MO #3264; BK 14)

ORDINANCE ADOPTION

FY2027 BUDGET ORDINANCE (JULY 1, 2026, TO JUNE 30, 2027)

Commissioner Henderson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt an Ordinance 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. This Ordinance is summarized as follows: This ordinance adopts the City of Paducah annual budget for Fiscal Year July 1, 2026, through June 30, 2027, by estimating revenues and resources and appropriating funds for the operation of city government as follows:

	<u>Revenues</u>	<u>Appropriations</u>	<u>Reserves Utilized/Beg Cash</u>
General Fund	49,713,352	51,882,954	2,169,602
Rental Fund	142,513	142,513	-
911 Fund	3,491,103	3,491,103	-
CDBG Fund	574,275	574,275	-
Opioid Settlement Fund	277,957	113,397	-
Municipal Aid Program Fund	2,540,300	2,800,300	260,000
Investment Fund	8,025,000	7,917,352	-
Tax Increment Financing Fund	123,000	123,000	-
Grant Fund	-	-	-
Court Awards Fund	50,000	141,490	91,490
Room Tax Fund	1,855,000	1,855,000	-
Debt Service Fund	5,539,717	5,539,717	-
Capital Projects Fund	1,365,000	1,365,000	-
Bond Fund	5,435,000	21,012,654	15,577,654
Solid Waste Fund	7,243,500	8,543,207	1,299,707
Transient Boat Dock Fund	148,822	326,822	178,000
Fleet Maintenance Fund	1,004,000	1,033,022	29,022
Fleet Lease Trust Fund	1,664,311	2,492,345	828,034
General Insurance Fund	1,594,006	1,594,006	-
Health Insurance Fund	4,098,200	4,743,033	644,833
PFPF Pension Fund	651,850	651,850	-
Other Trust Funds	85,435	85,435	-
Total	95,622,341	116,428,475	21,078,342

June 9, 2026

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). (ORD 2026-06-8879; BK 37)

ORDINANCE INTRODUCTION

MEMORANDUM OF UNDERSTANDING BETWEEN CITY AND PVA FOR CALCULATION OF 911 PARCEL FEE

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PADUCAH AND THE McCRACKEN COUNTY PROPERTY VALUATION ADMINISTRATOR FOR SERVICES RELATED TO THE CITY'S 911 PARCEL FEE PROGRAM.” This Ordinance is summarized as follows: This Ordinance authorizes the Mayor to execute a Memorandum of Understanding between the City of Paducah and the McCracken County Property Valuation Administrator for services related to the administration of the City’s 911 Parcel Fee program. McCracken County Property Valuation Administrator will assist the City with the assessment, classification, calculation, and administration of the 911 Parcel Fee, including the preparation and transmission of a database of eligible parcels for inclusion on the City’s annual property tax bills. The City shall compensate the McCracken County Property Valuation Administrator at the rate of four cents (\$0.04) per parcel located within the City of Paducah, regardless of whether the parcel is assessed a 911 Parcel Fee.

CITY MANAGER COMMENTS

- Invite the public to attend the Official 911 System unveiling celebration. Wednesday morning at 10:00 a.m. outside the 911 Center.
- Reminder that City Hall and most City offices will be closed on Friday, June 19, in observance of the Juneteenth Celebration.

EXECUTIVE SESSION

Commissioner Thomas offered motion, seconded by Commissioner Wilson, 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)
- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g)

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

June 9, 2026

Commissioner Smith left Executive Session at 6:42 p.m.

RECONVENE IN OPEN SESSION

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

Adopted on call of the roll yeas, Commissioners Henderson, Thomas, Wilson and Mayor Bray (4). Commissioner Smith was not present for the roll call.

ADJOURN

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

Adopted on call of the roll yeas, Commissioners Henderson, Thomas, Wilson, and Mayor Bray (4). Commissioner Smith was not present for the roll call.

MEETING ADJOURNED: 6:51 p.m.

ADOPTED: June 23, 2026.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

June 23, 2026

RECEIVE AND FILE DOCUMENTS:

Contract File:

1. C. J. Mahan Construction Company, LLC - Agreement For Pump Station #11 Pump Repair Project – MO #3255
2. Change Order #3 – Jim Smith Contracting – BUILD Grant Project – MO #3256
3. Contract with Kroll – MO #3257
4. Amendment 12 – Federal Engineering – Radio System Operations & Maintenance Support – MO #3259
5. Employment Agreement – Joseph Hayes – Paducah Police – MO #3260
6. Contract For Services – Uppertown Heritage Foundation – MO #261
7. Payment Agreement – Telecommunications Franchise Fees – Quad State Internet – No Commission Action

Bids and Proposals File:

1. Greenway Trail Phase 7 – Southside Expansion Project
 - a. GAI Consultants, Inc.
 - b. BFW Engineering – MO #3166
2. Pump Station #5 – Pipe Lining Project
 - a. Municipal Contractors Sealing Products MO #3255
 - b. Robinson Pipe & Cleaning
 - c. Temple & Temple Excavating & Paving
 - d. New River Engineers, Inc.

CITY OF PADUCAH
June 23, 2026

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

Daron Jordan

City Manager's Office Signature

Monday, June 22, 2026

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
June 23, 2026**

NEW HIRES - FULL-TIME (F/T)

PUBLIC WORKS

Flemons, LaRoyce W.	ROW Maintenance	\$24.07/hr	NCS	Non-Ex	June 25, 2026
Griffin, Raymond A.	Fleet Mechanic II	\$26.00/hr	NCS	Non-Ex	June 25, 2026
Watkins, Kenneth Chance	ROW Maintenance	\$21.39/hr	NCS	Non-Ex	June 25, 2026

NEW HIRES - PART-TIME (P/T)

PARKS & RECREATION

Flemons, DaRoyce	Recreation Leader - Intern	\$15.00/hr	NCS	Non-Ex	June 18, 2026
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PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (FULL-TIME)

<u>ADMINISTRATION</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
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Spencer-Gartner, Pamela S.	Communications Manager \$52.15/hr	Communications Manager \$53.72/hr	NCS	Ex	June 11, 2026
Spencer-Gartner, Pamela S.	Communications Manager \$53.72/hr	Communications Manager \$55.17/hr	NCS	Ex	June 25, 2026

CUSTOMER EXPERIENCE

Parish, Lindsay R.	City Clerk / CX Director \$59.33/hr	City Clerk / CX Director \$61.11/hr	NCS	Ex	July 9, 2026
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FIRE - SUPPRESSION

Kyle, Stephen	Fire Chief \$83.34/hr	Fire Chief \$85.84/hr	NCS	Ex	June 11, 2026
Kyle, Stephen	Fire Chief \$85.84/hr	Fire Chief \$88.16/hr	NCS	Ex	June 25, 2026

PARKS & RECREATION

Clark, Amie R.	Director of Parks & Recreation \$58.66/hr	Director of Parks & Recreation \$60.42/hr	NCS	Ex	June 11, 2026
Clark, Amie R.	Director of Parks & Recreation \$60.42/hr	Director of Parks & Recreation \$62.05/hr	NCS	Ex	June 25, 2026

PLANNING

Banks, Weslan	Planner I \$25.15/hr	Planner I \$25.78/hr	NCS	Ex	February 5, 2026
Banks, Weslan	Planner I \$25.78/hr	Planner I \$26.48/hr	NCS	Ex	June 25, 2026
Schade, Angela K.	Planning Technician \$28.50/hr	Planning Technician \$29.36/hr	NCS	Ex	April 3, 2025
Schade, Angela K.	Planning Technician \$29.36/hr	Planning Technician \$30.24/hr	NCS	Ex	June 26, 2025
Schade, Angela K.	Planning Technician \$30.24/hr	Planning Technician \$31.15/hr	NCS	Ex	April 2, 2026
Schade, Angela K.	Planning Technician \$31.15/hr	Planning Technician \$31.99/hr	NCS	Ex	June 25, 2026

POLICE

Laird, Brian G.	Police Chief \$78.19/hr	Police Chief \$81.32/hr	NCS	Ex	June 11, 2026
Laird, Brian G.	Police Chief \$81.32/hr	Police Chief \$83.52/hr	NCS	Ex	June 25, 2026
Slack, Cassandra L.	Evidence Technician \$22.66/hr	Evidence Technician \$23.23/hr	NCS	Non-Ex	April 16, 2026
Slack, Cassandra L.	Evidence Technician \$23.23/hr	Evidence Technician \$23.86/hr	NCS	Non-Ex	June 25, 2026

TERMINATIONS - PART-TIME (P/T)

<u>PUBLIC WORKS</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
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Hilton, Aiden J.	Fleet Intern	Seasonal Termination	June 10, 2026
Mooney, James E.	Fleet Intern	Seasonal Termination	June 10, 2026

TERMINATIONS - FULL-TIME (F/T)

<u>FIRE - SUPPRESSION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Eldridge, Quinton T.	Firefighter / Relief Driver	Resignation	June 4, 2026
<u>POLICE</u>			
Mansfield, Bryce A.	Patrolman	Resignation	June 27, 2026
Quinn, Anthony B.	Community Engagement Officer	Resignation	June 26, 2026

Agenda Action Form Paducah City Commission

Meeting Date: June 23, 2026

Short Title: Authorize an Agreement for the sale of 1303 North 6th Street to the Joint Sewer Agency in consideration of \$325,000 - **D. JORDAN**

Category: Municipal Order

Staff Work
By: Daron
Jordan
Presentation
By: Daron
Jordan

Background Information: This Municipal Order authorizes the sale of surplus real property owned by the City of Paducah to the Paducah-McCracken Joint Sewer Agency and approves the Real Estate Purchase Agreement for that transaction.

The property is generally located at 1301, 1303, and 1305 North 6th Street, Paducah, Kentucky, and consists of approximately 4.40 acres commonly known as the Paducah Fire Training Center. The property is more particularly described in the legal description attached to the Purchase Agreement.

Pursuant to KRS 82.083, the City Commission is making the written determination that the property is surplus to the City's needs and may be disposed of in the public interest. The property has been used by the City as the Paducah Fire Training Center. The City has determined that disposition of the property is in the public interest because the property is no longer needed for continued City ownership, the sale will return compensation to the City, and the transfer will allow the Paducah-McCracken Joint Sewer Agency, a public governmental agency, to acquire property for its public purposes.

The method of disposition is a sale to another governmental agency, the Paducah-McCracken Joint Sewer Agency, for the purchase price of \$325,000.00.

Under the Purchase Agreement, the Joint Sewer Agency will have a sixty-day inspection period, with closing to occur within thirty days following the expiration of the inspection period, subject to satisfaction or waiver of the closing conditions. The sale excludes three portable white buildings currently located on the property, which the City will remove prior to closing. After closing, the City will retain a limited license to continue using the concrete block tower for fire training purposes for up to four years, or until substantial completion of a replacement training tower at another location, whichever occurs first, subject to the terms of the agreement.

Approval of this Municipal Order will declare the property surplus, approve the Real Estate Purchase Agreement, authorize the Mayor to execute the agreement and related closing documents, and authorize City staff to take all actions necessary to complete the sale.

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation:

Attachments:

1. MO Surplus Property Sale - Joint Sewer Agency 2026
2. Agreement 05-28-2026 JSA Purchase Agreement with City of Paducah1 (002)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING CERTAIN REAL PROPERTY GENERALLY LOCATED AT 1301, 1303, AND 1305 NORTH 6TH STREET, PADUCAH, KENTUCKY, AS SURPLUS PROPERTY; APPROVING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND THE PADUCAH-MCCRACKEN JOINT SEWER AGENCY; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, the City of Paducah, Kentucky, owns certain real property generally located at 1301, 1303, and 1305 North 6th Street, Paducah, McCracken County, Kentucky, consisting of approximately 4.40 acres, and more particularly described in the Real Estate Purchase Agreement attached hereto and made part hereof; and

WHEREAS, the Paducah-McCracken Joint Sewer Agency desires to purchase the Property from the City for the purchase price of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00); and

WHEREAS, KRS 82.083 authorizes a city to sell or otherwise dispose of real or personal property and requires the City, before disposing of property with value, to make a written determination fully describing the property, its intended use at the time of acquisition, the reasons why it is in the public interest to dispose of the property, and the method of disposition to be used; and

WHEREAS, KRS 82.083 further authorizes property to be transferred, with or without compensation, to another governmental agency; and

WHEREAS, the Paducah-McCracken Joint Sewer Agency is a body politic organized under the laws of the Commonwealth of Kentucky and is a governmental agency; and

WHEREAS, the City Commission finds that the Property is surplus to the needs of the City, that disposition of the Property is in the public interest, and that the sale of the Property to the Paducah-McCracken Joint Sewer Agency pursuant to the Real Estate Purchase Agreement is an appropriate method of disposition under KRS 82.083; and

WHEREAS, pursuant to KRS 82.083, the City Manager has made a written determination regarding the disposition of the Property.

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

SECTION 1. The property to be disposed of is certain real property generally located at 1301, 1303, and 1305 North 6th Street, Paducah, McCracken County, Kentucky, consisting of approximately 4.40 acres, commonly known as the Paducah Fire Training Center, and more particularly described in the Real Estate Purchase Agreement attached hereto and made part hereof (Exhibit A). The City Commission hereby declares the Property to be surplus

property and authorizes its sale and disposition in accordance with KRS 82.083 and the terms of the Real Estate Purchase Agreement.

SECTION 3. The City Commission hereby approves the Real Estate Purchase Agreement between the City of Paducah, Kentucky, as Seller, and the Paducah-McCracken Joint Sewer Agency, as Purchaser, for the sale of the Property for the purchase price of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00), together with such credits, prorations, adjustments, conditions, and closing requirements as set forth in the Agreement.

SECTION 4. The Mayor is hereby authorized to execute the Real Estate Purchase Agreement, the deed, and any and all other documents necessary or appropriate to effectuate the sale and transfer of the Property to the Paducah-McCracken Joint Sewer Agency, in a form approved by the City Manager and Corporation Counsel.

SECTION 5. The City Manager, Corporation Counsel, City Clerk, Finance Director, and all other appropriate City officials and staff are hereby authorized and directed to take all actions necessary or appropriate to carry out the intent of this Municipal Order and to complete the transaction contemplated by the Real Estate Purchase Agreement.

SECTION 6. General Fund. Any compensation received by the City from the disposition of the Property shall be transferred to the City's General Fund in accordance with KRS 82.083.

SECTION 7. Effective Date. This Municipal Order shall be in full force and effect from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") made and entered into on the _____ day of _____, 2026, by **CITY OF PADUCAH, KENTUCKY**, whose mailing address is P.O. Box 2267, Paducah, KY 42002-2267 ("Seller"), and **PADUCAH-MCCRACKEN JOINT SEWER AGENCY**, a body politic organized under the laws of the Commonwealth of Kentucky, with its principal office located at 621 Northview St, Paducah, KY 42001, ("Purchaser") (each, a "Party," and, collectively, the "Parties").

W I T N E S E T H

WHEREAS, Seller is the owner of a commercial tract of real property generally located at 1301, 1303, and 1305 North 6th Street, Paducah, McCracken County, Kentucky, consisting of approximately 4.40 acres, generally known as the "Paducah Fire Training Center," which tract is more particularly described in "**Exhibit A**" attached hereto, together with all of Seller's right, title and interest in all other property rights and interests connected with or ancillary to the real property, including but not limited to any interest in streets, alleys, easements, development rights, improvements, fixtures, and appurtenances thereto, and any strips or gores, except as provided in Section 1.2 (collectively the "Property"); and

WHEREAS, subject to the terms and conditions hereof, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Property; and

NOW, THEREFORE, in order to consummate said purchase and sale and in consideration of the mutual agreements set forth herein, and for other valuable consideration, the legal adequacy and sufficiency of which is hereby acknowledged by the parties hereto, the parties do hereby covenant and agree as follows:

SECTION 1. PURCHASE AND SALE OF THE PROPERTY

1.1 Sale of the Property. Subject to the provisions of this Agreement, Purchaser agrees to purchase from Seller and Seller agrees to grant, bargain, sell and convey to Purchaser, at the Closing (hereinafter defined in Section 6.1) the Property.

1.2 Excluded Property and Seller's Removal Prior to Closing. The Parties hereto acknowledge and agree that the sale of the Property does not include three portable white buildings currently situated on the Property (the "Excluded Property.") In consideration of and as a condition to Purchaser's payment of the Purchase Price and Closing on the purchase and sale transaction contemplated herein, Seller shall remove the Excluded Property, at Seller's cost, prior to the Closing.

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1 Purchase Price. The purchase price for the sale and purchase of the Property (the "Purchase Price") shall be THREE HUNDRED TWENTY-FIVE THOUSAND and no /100 Dollars (\$325,000.00).

2.2 Payment of Purchase Price. The Purchase Price, less credit for such credits, prorations and adjustments as are provided herein, shall be paid to the Seller upon delivery of special warranty deed at the Closing.

SECTION 3. INSPECTIONS, INSPECTION PERIOD; TERMINATION RIGHT; SEARCHES AND SURVEY.

3.1 Purchaser's Right of Inspection. During the Inspection Period (as defined herein) Purchaser shall have the privilege of entering the Property with Purchaser's agents, representatives or designees during normal business hours to inspect, examine, survey and undertake all engineering, environmental or other tests which it may deem necessary or advisable, including, without limitation, any Phase I and/or II environmental testing, provided that (a) Purchaser shall notify Seller in advance and coordinate the timing of any such site inspections and tests with Seller, (b) Seller shall have the right to have a representative present at any such testing, and (c) Purchaser's inspections shall be performed in accordance with applicable laws. All inspections shall be conducted by parties qualified and, where applicable, licensed. Seller shall in no way be liable or responsible for any activities of Purchaser within the Property, and Purchaser shall do nothing which might create any lien or encumbrance upon the Property.

3.2 Purchaser's Right of Termination. Purchaser shall have a sixty (60) period running from the Effective Date of this Agreement (the "Inspection Period") to determine, in Purchaser's sole discretion, whether the Property is physically, legally, economically, and operationally satisfactory to Purchaser in all respects. In the event Purchaser is not satisfied with the results of its review of the Property for any reason whatsoever in Purchaser's discretion, Purchaser shall be entitled to deliver to Seller, on or prior to 5:00 p.m. Central Time on the last day of the Inspection Period, written notice of Purchaser's election to terminate this Agreement (a "Termination Notice"). If Purchaser shall fail to timely deliver a Termination Notice to Seller, then Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section and elected to continue this Agreement. Notwithstanding anything herein to the contrary, upon the termination of this Agreement by Purchaser as described above neither of the Parties hereto shall have any further rights or obligations hereunder whatsoever, except for those provisions which by their express terms survive the Closing or the earlier termination of this Agreement (the "Obligations Surviving Termination").

3.3 Searches and Survey. During the Inspection Period, Purchaser shall promptly order an examination of title with respect to the Property and a current ALTA owner's title insurance commitment issued by Denton Lase Firm, PLLC (the "Title Company") committing to insure Purchaser's title to the Property in the amount of the Purchase Price (the "Title Commitment"), along with copies of all recorded instruments designated in the Title Commitment as exceptions or exclusions from coverage. Purchaser may also elect to obtain at its sole expense a new or updated ALTA as-built survey of the Property (the "Survey") during such period. Purchaser agrees to cause a copy of the Title Commitment to be forwarded to Seller's attorney promptly upon receipt. Purchaser further agrees that before the expiration of the Inspection Period (the "Title Commitment Objection Date"), Purchaser shall furnish to Seller's attorney a writing (the "Title Report Objection Notice") specifying any exceptions to title to the Property set forth in the Title Commitment or on the Survey which are not acceptable to Purchaser, other than the Permitted Liens. Purchaser's failure to deliver the Title Report Objection Notice to Seller at or before the Title Commitment Objection Date shall constitute Purchaser's acceptance of the Title Commitment. Receipt by Seller's attorney of the Title Commitment shall constitute a Title Report Objection Notice of all title matters contained therein. If, after giving the Title Report Objection Notice to Seller, Purchaser learns, through continuation reports, title updates or other written evidence, of any title defects that Purchaser objects to or subject to which Purchaser believes it is not required to accept title, Purchaser shall give written notice thereof to Seller within five (5) Business Days after the date Purchaser learns of same.

3.4 Cure by Seller. In the event Purchaser notifies Seller or Seller's attorney of objections to any item contained in the Title Commitment or to any matter shown on a continuation report or an update of the Title Commitment or the Survey (except Permitted Liens), Seller shall have the right, but not the obligation, to cure, or attempt to cure, such objections. If Seller elects to attempt to cure any such objections, Seller shall have until five (5) Business Days prior to the Closing Date to attempt to remove, satisfy or cure the same and for this purpose Seller shall be entitled to a reasonable adjournment of Closing if additional time is required, but in no event shall the adjournment exceed thirty (30) days in the aggregate after Closing Date. If Seller elects not to attempt to cure any objections specified in Purchaser's notice, or if Seller, having initially elected to attempt to cure any objection, later notifies Purchaser that Seller cannot cure the same, despite its commercially reasonable efforts, by three (3) days prior to the Closing Date (or any date to which Closing has been adjourned), then Purchaser shall have the following options: (x) to accept a conveyance of the Property subject to any matter objected to by Purchaser which Seller is unable to cure or does not cure without any reduction of the Purchase Price; or (y) to terminate this Agreement by giving written notice thereof to Seller and, upon delivery of such notice of termination, this Agreement shall terminate, and thereafter neither Party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. If Seller notifies Purchaser that Seller does not intend to attempt to cure any title objection; or if, having initially elected to attempt to cure any objection, Seller later notifies Purchaser that Seller cannot cure the same despite its commercially reasonable efforts, then Purchaser shall, within five (5) Business Days after such notice has been given, notify Seller in writing whether Purchaser shall elect to accept the conveyance under clause (x) above or to terminate this Agreement under clause (y) of above. If Purchaser fails to give Seller notice of its election, then Purchaser shall be deemed to have elected to proceed with the Closing without reduction of the Purchase Price under clause (x) above. Notwithstanding anything to the contrary in the foregoing, Seller shall, at or prior to the Closing, pay, discharge or remove of record or cause to be paid, discharged or removed of record at Seller's sole cost and expense all liens encumbering the Property (including judgments) (other than current real estate taxes, water and sewer charges that are subject to adjustment) that may be satisfied solely by the payment of money (including the preparation or filing of appropriate release/satisfaction instruments in connection therewith).

SECTION 4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

4.1 Making of Limited Representations, Warranties and Covenants of Seller. The Seller hereby makes to Purchaser the representations, warranties and covenants contained in this Section:

(a) Seller is the true and lawful owner of, and owns all right, title and interest in and to, all of the Property, free and clear of all Liens (except for Permitted Liens). Upon the sale of the Property to Purchaser pursuant to this Agreement, all right, title and interest in and to all of the Property, free and clear of all Liens (except for Permitted Liens), will pass to Purchaser on the Closing Date. Except Permitted Liens, no person or entity has any right to assert any Lien in any amount against the Property. There is no pending, nor to the best knowledge of Seller, any threatened condemnation or similar proceeding affecting the Property or any portion of the Property.

(b) As used in this Agreement, "Permitted Liens" means: (i) real estate taxes, assessments and water and sewer charges not yet due and payable as of the date of the Closing; (ii) all present and future zoning, building, environmental and other laws, ordinances, codes,

restrictions and regulations of all governmental authorities having jurisdiction with respect to the Property, and (iii) easements, covenants and restrictions of record.

(c) Seller shall not enter into any contract of sale of the Property and no other party has been previously granted by Seller a right of first refusal or first option to purchase the Property to be transferred hereunder.

(d) There is no litigation or governmental or administrative proceeding or investigation pending or, to the knowledge of the Seller, threatened against the Seller which may have any adverse effect on the Seller's properties, assets, prospects, financial condition or business or which would prevent or prohibit the consummation of the transactions contemplated by this Agreement.

(e) At the time of the Closing, there will be no outstanding contracts executed by Seller for any improvements to the Property, and Seller shall cause to be discharged prior to the Closing all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property or arising from contracts executed by Seller prior to the Closing (whether or not such contracts have been fully performed), and Seller shall terminate all such contracts at Closing at Seller's sole cost.

(f) At the time of the Closing, there will be no indebtedness encumbering the Property.

(g) Seller shall continue to maintain and enforce its existing insurance with regard to the Property until the time of Closing. All risk of loss of Property shall remain with Seller until Closing hereon.

(h) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986. To the best of Seller's knowledge, the Property is in compliance in all material respects with all applicable Environmental Laws (as hereinafter defined).

(i) During Seller's use and ownership of the Property, all Hazardous Materials stored on the Property, of which Seller had actual knowledge, were disposed of in compliance with Environmental Law. "Hazardous Materials" shall refer to (a) all materials and substances which are defined as such in (or for purposes of) all applicable Environmental Laws; (b) asbestos; or (c) any other hazardous, toxic or dangerous waste, substance or material.

(j) The Seller is not aware of any violation and has not received notice of any violation of any Environmental Law relating to the Property or the operation of the business or to any of the processes used or followed by the Seller.

(k) There are no actions pending or threatened against the Seller alleging the violation of or imposing liability pursuant to any Environmental Law.

(l) For purposes of this Contract, "Environmental Laws" means any federal, state, local or foreign law (including common law), statute, code, ordinance, rule, regulation or other requirement relating to the environment, natural resources, or public or employee health and safety as in effect as of the date of this Contract and includes, but is not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq. the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq. the Clean Air Act, 33

U.S.C. § 2601 et seq. the Toxic Substances Control Act, 15 U.S .C.§ 2601 et seq. the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq. the Oil Pollution Act of 1990,33 U.S.C. § 2701 et seq. and the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq. as such laws have been amended or supplemented to the date hereof, and the regulations promulgated pursuant thereto, and all analogous state or local statutes.

4.2 Survival of Representations, Warranties, and Covenants. In the event any of Seller's representations, warranties or covenants under Section 4.1 are determined to be false or misleading prior to Closing, Purchaser shall have the option of (i) fully releasing Seller of such failure in writing and proceeding to the Closing subject thereto; or (ii) declaring this Agreement to be in default and exercising the remedies available to Purchaser under Section 8, including but not limited to the right to terminate this Agreement. All of Seller's representations, warranties, or covenants in Section 4.1 shall survive the Closing of the transaction contemplated under this Agreement.

4.3 Real Property and Improvements Sold on an "As-Is, Where-Is" Basis. The Property and all improvements thereon on an "as-is, where" basis, and Seller makes no warranties as to condition of the Property or any improvements. Purchaser specifically agrees that it shall purchase and accept the Property on an "as-is, where-is" basis and solely in reliance upon the representations, warranties, and covenants of Sellers expressly set forth in Section 4.1 of this Agreement and upon the Purchaser's own inspections, examinations, studies, and evaluations of the Property, and by accepting delivery of the deed Purchaser shall be deemed to represent and warrant to Seller that (i) Purchaser has had the opportunity to examine and inspect the Property to Purchaser's complete satisfaction, and (ii) the Purchaser has determined that Purchaser is satisfied with the condition, quality, quantity, operation, state of repair, fitness for a particular purpose, environmental condition, or any other matter whatsoever concerning any improvements situated upon the Property.

SECTION 5. CONDITIONS PRECEDENT TO CLOSING.

5.1 Conditions to Closing. Seller and Purchaser acknowledge that the following conditions precedent to Closing must be satisfied or waived by Purchaser prior to Closing:

(a) Title. Seller has good, clear, marketable, valid and enforceable title in the Property, free and clear of all other prior or subordinate interests, including, without limitation, mortgages, deeds of trust, ground leases, leases, subleases, assessments, tenancies, claims, covenants, conditions or other encumbrances or other adverse matters affecting title, except for Permitted Liens.

(b) Representations and Warranties. Each of the representations, covenants, and warranties of Seller contained in Section 4.1 of this Agreement shall be true and correct in all respects on and as of the Closing Date, as though made on and as of the Closing Date.

(c) Agreements and Covenants. Seller shall have performed or complied, in all material respects, with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

(d) Closing Documents. Seller shall have delivered all of the items required to be delivered by it pursuant to **Section 6.**

(e) Purchaser, at the end of the Inspection Period shall have determined to proceed with the transaction set forth in this Agreement; and

(f) Approval and consent of the purchase of the Property and the terms of this Agreement by Purchaser's and Seller's governing boards.

This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing by Purchaser if a condition to the Closing set forth in this **Section 5.1** is not satisfied or waived by Purchaser, except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. Additionally, Purchaser shall have all remedies available to it under Section 8 herein.

SECTION 6. CLOSING ACTIVITIES.

6.1 Time and Place of Closing. The Closing of the sale of the Property shall take place on or before 5:00 p.m. Central Time, thirty (30) days following the expiration of the Inspection Period subject to satisfaction of the conditions set forth in **Section 5** above (the "Closing Date"), at the offices of Denton Law Firm, PLLC, in Paducah, Kentucky, unless the parties agree in writing to extend the Closing to a date mutually agreeable to the parties.

6.2 Ad Valorem Taxes, Real Property Taxes and Governmental Assessments. Ad valorem taxes and/or real property taxes against the Property for the current year shall be prorated between Purchaser and Seller as of date of the Closing.

6.3 Transfer Taxes and Recording Fees. Any and all deed transfer taxes shall be paid by Seller at the Closing. Any and all deed recording fees shall be paid by the Purchaser at the Closing. Deed preparation fees shall be paid by Seller at the Closing.

6.4 Title Expenses. Purchaser shall pay the costs of the title examination and the costs of any owner's title insurance policy.

6.5 Other Costs. Purchaser shall pay any escrow fees and costs and all survey costs and other due diligence costs. Purchaser and Seller shall each pay their own attorneys' fees

6.6 Documents to be Delivered by Seller. At the Closing, Seller, at its expense, shall deliver to Purchaser: (i) a duly executed and acknowledged special warranty deed in proper statutory form (the "Deed") conveying marketable title to the Property free and clear of all liens and encumbrances, except for Permitted Liens and such intervening liens, if any, as Purchaser has approved in writing; (ii) a copy of the municipal order authorizing Seller to sell the Property and delivering the documents set forth in this **Section 6.6**; (iii) a certification of non-foreign status, in the form required by the Code Withholding Section, signed under penalty of perjury (Seller understands that such certification will be retained by Purchaser and will be made available to the Internal Revenue Service upon request); and (iv) such other instruments, documents or affidavits, in the form and content reasonably satisfactory to Purchaser's counsel, as are required to effectuate the transactions contemplated herein.

6.7 Documents to be Delivered by Purchaser. At the Closing, Purchaser, at its expense, shall deliver to Seller: (i) the Purchase Price (less the Earnest Money) plus or minus any costs and proration for which Seller and/or Purchaser are responsible under the terms hereof, by cashier's check or wire transfer of immediately available funds in such amount to an account to be designated in writing by Seller; (ii) copy of resolutions authorizing the purchase of the

Property and delivery of the documents set forth in this **Section 6.7**; and (iii) such other instruments, documents or affidavits, in the form and content reasonably satisfactory to Seller's counsel as are required to effectuate the transactions contemplated herein.

6.8 Closing Statement. Denton Law firm, PLLC shall prepare a "Closing Statement" which reflects adjustments which will be made to the Purchase Price for the balance of any mortgage or lien encumbering the Property; any title defect that can be cured by expending money; and any additional amounts owed by Purchaser or credits due to Purchaser. Purchaser and Seller shall execute the Closing Statement at Closing.

SECTION 7. BROKERS.

7.1 Real Estate Commission. Seller and Purchaser represent and warrant to each other that no real estate broker is entitled to any commission as listing agent, Purchaser's or Seller's agent or as the procuring cause of this transaction resulting from any actions or words by or on behalf of either party, and Purchaser and Seller agree to indemnify and hold each other harmless from any claim or demand made by any brokers.

SECTION 8. DEFAULT AND REMEDIES.

8.1 Default and remedies of parties. If either Seller or Purchaser fail to comply with any or all of the obligations, covenants, representations, warranties or agreements to be performed, honored or observed by them under and pursuant to the terms and provisions of this Agreement the Party claiming that such a breach has occurred shall give written notice to the breaching Party. The breaching Party shall have a period of seven (7) days following the effective date of said notice within which to correct the default, or in the case of a default which is of a nature that cannot reasonably be corrected within such seven (7)-day period, within which to commence action to correct the default. In the event that the breaching Party shall fail to correct such default within said seven (7)-day period or, if applicable, to commence action to correct such default within said seven (7)-day period and thereafter diligently to pursue the same to completion, the non-defaulting Party may, at its option, (a) elect to enforce the terms hereof by action for specific performance, (b) proceed to close this transaction notwithstanding such breach or failure (without waiving any right or remedy which might otherwise be available at law or in equity arising from such breach or failure), or (c) terminate this Agreement without waiving its rights to seek damages and other relief available at law or equity. Each of the Parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provisions hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provisions hereof.

SECTION 9. RISK OF LOSS AND POSSESSION.

9.1 Risk of Loss. Subject to the provisions hereof, Seller shall have all risk of loss to the Property by fire or other casualty until Closing and conveyance to Purchaser. Purchaser shall assume all risk of loss to the Property after the Closing.

9.2 Possession. Subject to the license granted to Seller in Section 10 herein, Seller shall relinquish possession of the Property to Purchaser as of the date of Closing. Upon delivery

of possession to Purchaser, Purchaser may remove and demolish all structures on the Property, except for the concrete block tower.

SECTION 10. LICENSE.

10.1 License. Notwithstanding Purchaser's right to possession of the Property upon Closing, Purchaser does hereby grant to Seller a license to use and enter upon the Property for the sole purpose of occupying and utilizing the concrete block tower for purposes as a fire training center and for no other purposes, without the prior consent of Purchaser. This license shall be effective after the date of Closing (the "License Effective Date") and shall terminate four (4) years after the occurrence of either (i) the License Effective Date or (ii) substantial completion of the replacement training tower at another location, whichever shall occur first. The aforesaid four (4) year period may be extended on a year to year basis upon the mutual agreement of both parties. Upon termination of this license, Seller, at its sole cost, shall demolish the concrete block tower and remove all debris from the Property. No monetary compensation is required for this license, however, Seller shall hereby release and discharge Purchaser from and shall fully protect, indemnify and keep and save Purchaser harmless from any and all costs, charges, expenses, penalties and damages imposed for the violation of any law or regulation incurred by any act or omission of Seller or Seller's representatives, agents, licensees, invitees, and any other person or persons occupying under Seller and Seller shall fully protect, fully indemnify and save forever harmless Purchaser from any and all liability, costs, damage and expense, (including reasonable attorney's fees, court costs, and expenses), incident to injury (including injury resulting in death), of persons or damage to or destruction of property incident to, arising out of or in any way connected with Seller's use and occupancy or right of use and occupancy of the Property. Further, Seller shall obtain comprehensive general liability insurance on the Property for the period of this license under which the Lessor will be held harmless, and wherein, Purchaser shall be named as an additional insured. Certificates evidencing the herein referenced insurance coverage shall be furnished upon request by Purchaser.

10.2 Survival. Seller and Buyer each acknowledge and agree that their commitments and obligations set forth in this Section are material to the other Parties decision to purchase, transfer and convey the Property under this Agreement. Buyer and Seller expressly agree that their commitments and obligations set forth in this Section, in addition to any other provisions which by their express terms survive the Closing, shall survive the Closing and transfer of title to the Property.

SECTION 11. MISCELLANEOUS.

11.1 Execution by Both Parties. This Agreement shall not become effective and binding until fully executed and delivered by both Purchaser and Seller (the "Effective Date").

11.2 Captions. The captions employed in this Agreement are for convenience only and are not intended to in any way limit or amplify the terms and provisions of this Agreement.

11.3. Entire Agreement. This Agreement contains the complete agreement between the parties and cannot be varied or waived except by the written agreement of the parties. The parties agree that this Agreement constitutes the entire agreement between the parties and no other oral agreements, understandings, representations or warranties prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth or incorporated herein.

chosen by the parties to express their mutual intent. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against a party that drafted it has no application and is expressly waived.

11.11 Exhibits. All exhibits attached hereto are incorporated herein by reference and made a part hereof as if fully rewritten or reproduced herein.

11.12 Further Agreements. Seller and Purchaser agree to execute, acknowledge, and deliver, or cause to be delivered, any and all such conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurance, approvals, consents and such other instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement and the transactions contemplated hereby.

11.13 Agreement to Cooperate. Seller agrees prior to the Closing to fully cooperate with Purchaser in the investigation and review of the Property.

11.14 Counterparts. This Agreement may be executed in as many counterparts as may be required. It shall not be necessary that signatures of all persons required to bind any party appear in each counterpart, but it shall be sufficient that the signature of all persons required to bind any party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement. The Parties hereto agree that executed counterparts of this Agreement signed by one party and sent by facsimile, email or other electronic transmission in "pdf" or similar format to the other party to this Agreement: (a) shall have the same effect as an original signed counterpart of this Agreement; and (b) shall be conclusive proof, admissible in judicial proceedings, of such Party's execution of this Agreement.

11.15 Business Day. The term "Business Day" shall mean every day other than Saturday, Sunday and legal holidays recognized by the Commonwealth of Kentucky upon which McCracken County government offices are closed.

11.16 Time of Essence. Time will be of the essence with respect to the performance of the terms and conditions of this Agreement.

11.17 Severability. If any term or other provision of this Agreement, or any portion thereof, is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement, or remaining portion thereof, shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any such term or other provision, or any portion thereof, is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are consummated to the fullest extent possible.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have respectively caused this Agreement to be executed as of the respective dates shown below.

SELLER:

CITY OF PADUCAH, KENTUCKY

By: _____

Title: _____

Date: _____

PURCHASER:

PADUCAH-MCCRACKEN JOINT SEWER
AGENCY

BY: _____

Title: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

TRACT 1:

BLOCK NO. 58 IN FLOURNOY, HARRIS, TRIMBLE AND NORTON'S ADDITION TO PADUCAH, KENTUCKY. BEGINNING AT THE NORTHWEST CORNER OF WALNUT AND FLOURNOY STREETS, THENCE RUNNING NORTHWARD FRONTING THE WESTERN SIDE OF WALNUT STREET, 400 FEET, AND BACK TOWARD HICKORY STREET, 425 FEET.

LESS AND EXCEPT: BEGINNING AT A POINT ON THE WEST SIDE OF FLOURNOY STREET 60 FEET SOUTH OF 6TH STREET; THENCE SOUTHWARDLY WITH THE WEST LINE OF FLOURNOY STREET 100 FEET; THENCE WESTWARDLY AND PARALLEL WITH 6TH STREET 100 FEET; THENCE NORTHWARDLY AND PARALLEL WITH FLOURNOY STREET 100 FEET; THENCE EASTWARDLY AND PARALLEL WITH 6TH STREET 100 FEET TO THE POINT OF BEGINNING ON THE WEST LINE OF FLOURNOY STREET.

BEING PART OF THE SAME PROPERTY CONVEYED TO CITY OF PADUCAH, KENTUCKY BY DEED DATED OCTOBER 15, 1874, OF RECORD IN DEED BOOK X, PAGE 427, MCCRACKEN COUNTY CLERK'S OFFICE.

TRACT 2:

BEGINNING AT A POINT ON THE WEST SIDE OF FLOURNOY STREET 60 FEET SOUTH OF 6TH STREET; THENCE SOUTHWARDLY WITH THE WEST LINE OF FLOURNOY STREET 100 FEET; THENCE WESTWARDLY AND PARALLEL WITH 6TH STREET 100 FEET; THENCE NORTHWARDLY AND PARALLEL WITH FLOURNOY STREET 100 FEET; THENCE EASTWARDLY AND PARALLEL WITH 6TH STREET 100 FEET TO THE POINT OF BEGINNING ON THE WEST LINE OF FLOURNOY STREET.

BEING THE SAME PROPERTY CONVEYED TO THE CITY OF PADUCAH, KENTUCKY, BY QUIT-CLAIM DEED DATED JUNE 22, 1982, OF RECORD IN DEED BOOK 646, PAGE 626, MCCRACKEN COUNTY CLERK'S OFFICE.

PIN # 103-43-01-003.01

Agenda Action Form

Paducah City Commission

Meeting Date: June 23, 2026

Short Title: Renew employment agreement with Matthew Wentworth - **B. LAIRD**

Category: Municipal Order

Staff Work
By: Brian Laird
Presentation
By: Brian Laird

Background Information: Matt Wentworth is a retired Paducah police officer who returned to work as a police officer in 2024. He currently serves as part of our deflection team. Kentucky Retirement Systems requires an annual contract for retired police officers to return to work.

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 agreement

Attachments:

1. MO agree-employment – Matthew Wentworth – PD 2026-2027
2. Matt Wentworth 2026 contract

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND POLICE OFFICER MATTHEW WENTWORTH, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Authorization. The Board of Commissioners of the City of Paducah hereby approves, and the Mayor of the City of Paducah, Kentucky, is hereby authorized to execute, an Employment Agreement with Police Officer Matthew Wentworth to be employed in the Paducah Police Department.

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

GEORGE BRAY, MAYOR

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 23, 2026
Recorded by Lindsay Parish, City Clerk, June 23, 2026
\mo\agree-employment – Matthew Wentworth – PD 2026-2027

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made and entered into on this the ____ day of July, 2026, by and between the CITY OF PADUCAH, KENTUCKY, a municipal corporation, hereinafter referred to as EMPLOYER, and Matthew Wentworth, a retired police officer, hereinafter referred to as EMPLOYEE.

WITNESSETH:

WHEREAS, EMPLOYER, in its capacity as a municipal corporation maintains a municipal police department; and

WHEREAS, in order to attract highly qualified persons to the field of law enforcement and to retain qualified and experienced officers for the purpose of providing maximum protection and safety to the citizens of and visitors to the City of Paducah and its environs, EMPLOYER intends to utilize the provisions of KRS 95.022 for purposes of hiring police officers who have retired from the Kentucky Employees Retirement System, the County Employees Retirement System, or the State Police Retirement System; and

WHEREAS, EMPLOYER has determined that a need exists for the employment of a retired police officer in the City of Paducah;

WHEREAS, EMPLOYEE is a retired “police officer”, as that term is defined in KRS 95.022.

WHEREAS, EMPLOYEE has retired from the County Employees Retirement System, and wishes to enter into a one (1) year contract with EMPLOYER pursuant to KRS 95.022; and

WHEREAS, EMPLOYEE confirms that he/she has at least twenty (20) years of service credit, has been separated from service for the period required by KRS 61.637, i.e., for 62

months (length of time), retired with no administrative charges pending, and participated in the Law Enforcement Foundation Program fund under KRS 15.410 to 15.510 or retired as a commissioned officer pursuant to KRS Chapter 16.

NOW THEREFORE IN CONSIDERATION OF the aforesaid premises and the hereinafter stated terms and conditions, the Parties hereby agree as follows:

1. EMPLOYER hereby agrees to employ EMPLOYEE to serve for a one (1) year employment term, which term shall begin on July 11, 2026, and end on July 10, 2027.
2. EMPLOYER shall pay the EMPLOYEE a salary of \$ 40.06 per hour during the term of this Agreement.
3. The Parties herein confirm that there is/was no preexisting agreement between the Parties for EMPLOYEE to return to work for EMPLOYER prior to EMPLOYEE'S retirement.
4. EMPLOYEE will be employed in the position of Police Officer. The job description for that position is attached hereto and incorporated herein by reference.
5. EMPLOYEE understands that he is not eligible to receive health insurance coverage from EMPLOYER during his employment and EMPLOYER will not pay any employer contributions or retiree health expense reimbursements to the Kentucky Retirement Systems during his employment.
6. EMPLOYEE will be subject to all policies and procedures of the City of Paducah and the Paducah Police Department, with the exception of all policies relating to leave time.
7. With respect to leave, EMPLOYEE is entitled to 20 days (160 hours) of vacation leave and 10 days (80 hours) of sick leave during the Term of this Agreement. EMPLOYEE cannot carry over, nor is he entitled to receive a pay-out, for unused leave time at the end of the Term of this Agreement.

8. EMPLOYEE is entitled to all paid holidays recognized by the City of Paducah. If EMPLOYEE is scheduled to work a recognized holiday, he will be paid at a rate of double his regular hourly rate up to eight (8) hours.

9. EMPLOYEE shall be subject to the provisions of KRS 15.520 and KRS 95.450 during his employment. However, a decision to not renew this Agreement shall not be considered a disciplinary action or deprivation subject to due process.

10. EMPLOYEE understands and agrees that he will not be a member of the Fraternal Order of Police Bargaining Unit while employed pursuant to the provisions of this Agreement. Pursuant to written Agreement, retained on file at the Paducah Police Department, the FOP Bargaining Unit has specifically agreed that any employee hired pursuant to the provisions of KRS 95.022 will not be a member therein.

11. EMPLOYER and EMPLOYEE agree to file a copy of this Agreement, along with the attached job description with EMPLOYEE'S retirement system.

12. EMPLOYEE certifies that he/she has read the foregoing Employment Agreement and has had an opportunity to confer with counsel of his/her own choosing and after such consultation agrees to the terms hereof.

IN TESTIMONY WHEREOF witness the signatures of the parties this the date and year first above written.

CITY OF PADUCAH, KENTUCKY.

CITY REPRESENTATIVE

DATE: _____



EMPLOYEE

DATE: 6/3/2026

Agenda Action Form

Paducah City Commission

Meeting Date: June 23, 2026

Short Title: Authorize the Engineering Department to Submit a Grant Application to the Kentucky Transportation Cabinet for the Local Assistance Road Program (LARP) funds - **G. GUEBERT**

Category: Municipal Order

Staff Work By: Melanie Townsend, Brandy Topper-Curtiss
Presentation By: Greg Guebert

Background Information: The Kentucky State Legislature appropriated \$20M in the 2027-2028 biennial state budget to fund projects within the Local Assistance Road Program (LARP). Cities are eligible to apply for Local Assistance Road Program funds for a maximum of \$500,00 project cost, with 17.5% being a city match. For a \$500,000 project, the City match would be \$87,500. These funds will be used for street resurfacing and repair. The Legislature will select projects in the 2027 session and fund them in FY28.

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

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

Communications Plan:

Funds Available: Account Name: MAP

Account Number: 23002217 542270

Staff Recommendation: Authorize the Engineering Department to apply to the Kentucky Transportation Cabinet for the Local Assistance Road Program and authorize the Mayor to execute any and all grant documents related to the same if awarded.

Attachments:

1. MO - app & award - Kentucky Transportation Cabinet (LARP)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO APPLY TO THE KENTUCKY TRANSPORTATION CABINET FOR LOCAL ASSISTANCE ROAD PROGRAM (LARP) FUNDS, AND AUTHORIZING THE ACCEPTANCE OF ANY AND ALL FUNDS AWARDED

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a grant application and all documents necessary to apply to the Kentucky Transportation Cabinet for Local Assistance Road Program (LARP) funds in an amount up to \$500,000. These funds will be used for street resurfacing and repair for funding in FY2028.

SECTION 2. That the City of Paducah hereby authorizes the acceptance of any and all grant funds, (up to the maximum of \$500,000) awarded by the Kentucky Transportation Cabinet, and authorizes the Mayor to execute the Grant Agreement and all related documents.

SECTION 3. There is a 17.5% city match required. The amount of up to \$87,500 will be paid through MAP, Account Number 2300 2217 542270.

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, June 23, 2026
Recorded by Lindsay Parish, City Clerk, June 23, 2026
\mo\grants\app & award - Kentucky Transportation Cabinet – LARP

Agenda Action Form

Paducah City Commission

Meeting Date: June 23, 2026

Short Title: Authorize the Engineering Department to Submit a Grant Application to the Kentucky Transportation Cabinet for the HB 501 Grant Pool funds - **G. GUEBERT**

Category: Municipal Order

Staff Work By: Melanie Townsend, Brandy Topper-Curtiss

Presentation By: Greg Guebert

Background Information: The Kentucky Transportation Cabinet’s budget includes an appropriation of \$24 million for fiscal years 2026-2027 for a grant pool for cities and counties. Each city that serves as the county seat is eligible to receive up to \$100,000 in each fiscal year.

A city can apply for funding for projects located on a city road. Authorized projects include, but are not limited to, road improvements, sidewalk construction and repair, multimodal transportation projects, and pavement resurfacing.

All grants require a dollar-for-dollar local match. Municipal road aid funding cannot be used for the Grant Pool local match requirement. Grant pool funding becomes available beginning July 1, 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: MAP

Account Number: 23002217 542270

Staff Recommendation: Authorize the Engineering Department to apply to the Kentucky Transportation Cabinet for the HB 501 Grant Pool and authorize the Mayor to execute any and all grant documents related to the same if awarded.

Attachments:

1. MO - app & award - Kentucky Transportation Cabinet HB 501 Grant Pool Funds

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO APPLY TO THE KENTUCKY TRANSPORTATION CABINET FOR THE HB 501 GRANT POOL FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a grant application and all documents necessary to apply to the Kentucky Transportation Cabinet for the HB 501 Grant Pool Funds, in an amount up to \$100,000. These funds will be used for street projects on a city road. Funding would be available beginning July 1, 2026.

SECTION 2. That the City of Paducah hereby authorizes the acceptance of any and all grant funds (up to the maximum of \$100,000) awarded by the Kentucky Transportation Cabinet, and authorizes the Mayor to execute the Grant Agreement and all related documents.

SECTION 3. There is a 50% city match required. The amount of up to \$100,000 will be paid through MAP, Account Number 2300 2217 542270.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 23, 2026

Recorded by Lindsay Parish, City Clerk, June 23, 2026

\mo\grants\app & award - Kentucky Transportation Cabinet – HB 501 Grant Pool Funds

Agenda Action Form

Paducah City Commission

Meeting Date: June 23, 2026

Short Title: Accept proposed premiums from the Kentucky League of Cities for Workers' Compensation, Liability Insurance, and Property Insurance Coverage for a total amount of \$1,362,381.00 - **S. WILCOX**

Category: Municipal Order

Staff Work By: Stefanie Wilcox,
Jeremy Leidecker
Presentation By: Stefanie Wilcox

Background Information: Each year, the City of Paducah receives from the Kentucky League of Cities (KLC) the invoices for payment to cover the above-mentioned areas. Total fiscal year 2026 - 2027 (FY2027) premiums are for the following: (1) Worker's Compensation \$351,201.42, (2) Liability Insurance \$764,222.37, (3) Property Insurance Coverage \$246,957.21. The Health Department to reimburse \$4,574.58, for property expenses associated with coverage of the Health Department. Paxton Park Golf Course to reimburse \$6,404.28, for property expenses associated with the Golf Course. After careful review all deductible and liability limits will remain the same from last year.

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:

Recommend to continue with the Kentucky League of Cities for property, liability, and worker's compensation insurance coverage.

Attachments:

1. MO - insurance - KLC fy2027
2. FY27 KLC Invoices

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY KENTUCKY LEAGUE OF CITIES FOR WORKERS' COMPENSATION, LIABILITY INSURANCE, AND PROPERTY INSURANCE COVERAGE IN A TOTAL AMOUNT OF \$1,362,381 FOR THE CITY OF PADUCAH AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to pay Kentucky League of Cities in the total amount of \$1,362,381 for Workers' Compensation, Liability Insurance, and Property Insurance Coverage for the City of Paducah for Fiscal Year ending June 30, 2027, for the following policies:

Workers' Compensation	\$351,201.42
Liability Insurance	\$764,222.37
Property Insurance	\$246,957.21

All deductible and liability limits will remain the same from last year.

SECTION 2. This expenditure shall be charged to the Insurance Fund accounts. The Health Department will reimburse \$4,574.58 for property expenses associated with coverage of the Health Department. Paxton Park Golf Course will reimburse \$6,404.28 for property expenses associated with the Golf Park Course.

SECTION 3. That the City of Paducah hereby authorizes the Mayor to execute all documents related to the Kentucky League of Cities Workers' Compensation, Liability Insurance and Property Insurance Coverage for FY2027 as authorized in Section 1 above.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk



City Of Paducah Payment Plan Options

KLC Insurance Services (KLCIS) offers three (3) payment plan options, 2-payment, 4-payment, and 11-payment, in addition to paying your premium in full.

The payment in full option is outlined below and you will find other payment options on the following pages. Just like last year, if a member wishes to remain on the same payment plan as the most recent year, no action is needed. Additionally, the **PAYMENT PLAN OPTION SELECTION** is now on the KLC Insurance Services portal. From the KLC Insurance Services homepage, select the "Underwriting" tab and "Forms" from the dropdown menu. Then select the Fill Out Online version of the Finance Packet. On the Payment Plan Option Selections page, please select a payment plan, electronically sign and date, then select the "Submit" button to submit your payment plan selection. The Payment Plan Option Selection must be submitted no later than July 1, 2026. You will receive an email each month once invoices are available on the KLCIS Portal. A new Payment Option Selection is only required to be submitted if a member chooses to change their payment plan to a different payment frequency option or if the member is new to KLCIS.

MANDATORY ACH for 4 and 11 Payment Plans

All members electing a 4 Payment or 11 Payment option for a payment plan are REQUIRED to enroll in automated ACH. Instructions on how to access and configure your ACH within the KLCIS Portal can be found [here](#).

Endorsements

For ACH members, any endorsements will be drafted in full with the following month's scheduled ACH payment. While endorsements have always been payable in full upon receipt of the invoice, the full endorsement amount will now be automatically drafted for all ACH members, as reflected on the invoice(s). Negative endorsements resulting from policy changes will be applied as a credit, and the reduced premium amount, matching the invoice, will be drafted as scheduled. Members on Pay in Full and Two-Payment Plans must continue to remit payment in full for any endorsements upon invoicing.

Payment In Full

Due: 7/15/2026

Workers' Compensation

Policy Number W5429-2026-27433

Premium Due \$ 351,201.42

Liability

Policy Number L5429-2026-27603

Premium Due \$ 764,222.37

Property

Policy Number P5429-2026-27604

Premium Due \$ 246,957.21

GRAND TOTAL PREMIUM DUE – ALL POLICIES \$1,362,381.00

Due 7/15/2026

If you have any questions regarding payment plans, please contact Beth Marsh at bmarsh@klc.org or (859) 977-4114.





F.E.I.N. 61-1238903
 Telephone: (800) 876-4552
 (859) 977-3700

Premium Summary

Make check payable and mail to:
 Kentucky League of Cities Insurance
 Services
 P.O. Box 34108
 Lexington, KY 40588
 Or pay via ACH at klc.org/SignIn

City Of Paducah
 P.O. Box 2267
 Paducah, KY 42002

Policy Number: W5429-2026-27433
 Date: 6/8/2026

Policy Number and Description	Amount
Policy Period: 7/1/2026-7/1/2027 Policy Number: W5429-2026-27433	\$ 351,201.42
Unless payment is received when due, coverage provided by this policy may be cancelled for nonpayment retroactive to the beginning of the policy inception date.	
Amount Due By 7/15/2026	\$ 351,201.42

HUB International Midwest LTD DBA HUB International Mid-South
 1120 Main Street
 Benton, KY 42025

Return Original with Payment



F.E.I.N. 61-1238903
 Telephone: (800) 876-4552
 (859) 977-3700

Premium Summary

Make check payable and mail to:
 Kentucky League of Cities Insurance
 Services
 P.O. Box 34108
 Lexington, KY 40588
 Or pay via ACH at klc.org/SignIn

City Of Paducah
 P.O. Box 2267
 Paducah, KY 42002

Policy Number: L5429-2026-27603
 Date: 6/8/2026

Policy Number and Description	Amount
Policy Period: 7/1/2026-7/1/2027 Policy Number: L5429-2026-27603	\$ 764,222.37
Unless payment is received when due, coverage provided by this policy may be cancelled for nonpayment retroactive to the beginning of the policy inception date.	
Amount Due By 7/15/2026	\$ 764,222.37

HUB International Midwest LTD DBA HUB International Mid-South
 1120 Main Street
 Benton, KY 42025

Return Original with Payment



F.E.I.N. 61-1238903
 Telephone: (800) 876-4552
 (859) 977-3700

Premium Summary

Make check payable and mail to:
 Kentucky League of Cities Insurance
 Services
 P.O. Box 34108
 Lexington, KY 40588
 Or pay via ACH at klc.org/SignIn

City Of Paducah
 P.O. Box 2267
 Paducah, KY 42002

Policy Number: P5429-2026-27604
 Date: 6/8/2026

Policy Number and Description	Amount
Policy Period: 7/1/2026-7/1/2027 Policy Number: P5429-2026-27604	\$ 246,957.21
Unless payment is received when due, coverage provided by this policy may be cancelled for nonpayment retroactive to the beginning of the policy inception date.	
Amount Due By 7/15/2026	\$ 246,957.21

HUB International Midwest LTD DBA HUB International Mid-South
 1120 Main Street
 Benton, KY 42025

Return Original with Payment

Agenda Action Form

Paducah City Commission

Meeting Date: June 23, 2026

Short Title: City of Paducah FY2027 Title VI Program Plan Adoption - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information:

The City of Paducah (City), as a federal grant recipient, is required by the Federal Transit Administration (FTA) to conform to Title VI of the Civil Rights Act of 1964 and its amendments with a new Program Plan Adoption each year. Section 601 of Title VI of the Civil Rights Act of 1964 requires that “No person in the United States, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination, under any program or activity receiving Federal financial assistance.” Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency. The City is committed to enforcing the provisions of Title VI and protecting the rights and opportunities of all persons associated with the agency. The city’s commitment includes following all applicable laws and regulations that affect the region and those organizations, both public and private, which participate and benefit through our programs. The City will take positive and realistic affirmative steps to ensure that all persons and/or firms wishing to participate in its programs are given an equal and equitable chance to participate. Along with the Title VI Program, a Disability Nondiscrimination Policy and an accommodation request process has been created as well.

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 and renew the City of Paducah Title VI Program Plan effective July 1, 2026.

Attachments:

1. MO - Title VI Program Plan FY27
2. FINAL COP Title VI Plan FY27

MUNICIPAL ORDER NO. _____

**A MUNICIPAL ORDER ADOPTING THE TITLE VI PROGRAM PLAN
FOR THE CITY OF PADUCAH FOR JULY 1, 2026 THROUGH JUNE 30,
2027**

WHEREAS, the City of Paducah (City), as a federal grant recipient, is required by the Federal Transit Administration (FTA) to conform to Title VI of the Civil Rights Act of 1964 and its amendments; and

WHEREAS, the City is committed to enforcing the provisions of Title VI and protecting the rights and opportunities of all persons associated with the agency; and

WHEREAS, the City now wishes to approve and implement the City of Paducah Title VI Program Plan.

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

SECTION 1. That the City of Paducah hereby approves and implements the City of Paducah Title VI Program Plan, which shall be effective July 1, 2026, through June 30, 2027.

SECTION 2. That the Mayor is hereby authorized to execute all documents necessary as authorized 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, June 23, 2026
Recorded by Lindsay Parish, City Clerk, June 23, 2026
\\mo\Title VI Program Plan FY27



TITLE VI PROGRAM PLAN

City of Paducah

July 1, 2026 – June 30, 2027

Daron Jordan, City Manager
Stefanie Wilcox, Human Resources Director & Title VI Coordinator

TABLE OF CONTENTS

I.	Glossary/Definitions	3
II.	Overview	8
	a. Policy Statement	9
III.	General Reporting.....	13
	a. Organizational Chart.....	18
IV.	Statement of Assurances.....	20
V.	Program Review Procedures	23
	a. Special Emphasis Program Areas.....	23
	b. Sub-Recipient Review Procedures	24
VI.	Programs or Activities Subject to Title VI	25
VII.	Compliance.....	27
VIII.	Environmental Justice.....	28
IX.	Training	29
X.	Data Collection/Reporting Analysis	30
XI.	Complaint Procedure	31
	a. CITY Title VI Investigations, Complaints and Lawsuits	34
XII.	Public Participation Plan	35
XIII.	Language Access Plan	39
XIV.	Minority Representation	46
XV.	Demographics of CITY	47
XVI.	Review of STA Directives.....	49
XVII.	Compliance/Noncompliance	50
XVIII.	Appendices	51
XIX.	Board Policy Approval	61

I. GLOSSARY/DEFINITIONS

Affirmative Action: a good-faith effort to eliminate past and present discrimination in all federally assisted programs and to ensure future nondiscriminatory practices.

African American (Black): A person having origins in any of the black racial groups of Africa.

American Indian or Alaska Native: a person having origins in any of the original peoples of North and South America (including Central America) who maintains cultural identification through tribal affiliation or community attachment.

Applicant: an eligible public entity or organization that submits an application for financial assistance under a program administered on behalf of the State.

Asian: a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

Assurance: a written “policy statement” or “contractual agreement” signed by the agency head in which a recipient agrees to administer federally assisted programs in accordance with civil rights laws and regulations.

Beneficiary: any person or group of people (other than states) entitled to receive benefits, directly or indirectly, from any federally assisted program (*i.e.*, relocated persons, impacted citizens, communities, etc.).

CITY: shall refer to the City of Paducah, a home rule city of the Commonwealth of Kentucky.

City Manager: The City of Paducah City Manager is responsible for Title VI activities in accordance with KYTC policies and directives as well as state/federal statute/law and state/federal administrative regulations and have the authority to appoint Title VI Designee(s) for the City.

Complaint: a verbal or written allegation of discrimination that indicates that a federally assisted program is operated in such a manner that it results in disparity of treatment to persons or groups of persons because of race, color or national origin.

Compliance: a satisfactory condition wherein an applicant, recipient, or sub recipient has effectively implemented all of the Title VI requirements or can demonstrate that every good-faith effort toward achieving this end has been made.

Contract: a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and obligating the buyer to pay for them. Throughout this document, a lease is considered a contract.

Contractor: any person, corporation, partnership, organization, or incorporated association that participates, through a contract or subcontract, in any program or activity covered by this plan including lessees.

Discrimination: involves any act or inaction, whether intentional or unintentional in any program or activity of a federal aid recipient, sub recipient, or contractor, which results in disparate treatment, disparate impact, or perpetuating the effects of prior discrimination based on race, color, sex, national origin, age, disability or in the case of disability, failing to make a reasonable accommodation.

Division: one of the administrative subdivisions of an office of the Kentucky Transportation Cabinet. The term *district* should be considered equivalent to *division* as an administrative subdivision of an office of the KYTC.

Federal Assistance:

- Grants and loans of federal funds
- The grant or donation of federal property and interests in property
- The detail of federal personnel
- The sale and lease of, and the permission to use (on other than a casual or transient basis), federal property or any interest in such property without
- Consideration or with nominal consideration, or with consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient
- Any federal agreement, arrangement, or other contract that has, as one of its purposes, the provision of assistance

Federal Highway Administration or FHWA: agency within the U.S. Department of Transportation that supports State and local governments in the design, construction and maintenance of the Nation's highway system (Federal Aid Highway Program) and various federally and tribal owned lands (Federal Lands Highway Program).

Grantee: any public or private agency, institution or organization to whom federal financial assistance is intended for any program.

Hispanic or Latino: A person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish culture or origin, regardless of race.

Interpretation: The process of listening to something in one language and orally interpreting it in another. The mix of LEP services under the Oral Languages Services is as follows:

- Hiring bilingual staff
- Hiring staff interpreters
- Using telephone interpreter lines
- Using community volunteers
- Use of family members, friends, and other customers/passengers as interpreters

Kentucky Transportation Cabinet or KYTC: the agency of Kentucky charged by its laws with the responsibility for all modes of transportation.

Limited English Proficiency or LEP: Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write or understand English can be limited English proficient.

Metropolitan Planning Organization or MPO: policy board of an organization created and designated to carry out the metropolitan transportation planning process. MPOs are required to represent localities in all Urbanized Areas (UZA) of populations over 50,000, as determined by the US Census. MPOs are designated by agreement between the Governor and units of general-purpose local government that together represent at least 75 percent of the affected population (including the largest incorporated city, based on population, as named by the Bureau of the Census) or in accordance with procedures established by applicable State or local law. When submitting the transportation improvement program (described below), to the State for inclusion in the statewide program, MPOs self-certify that they have met all federal requirements.

Minority: A person or groups of persons differing from others in some characteristics who may be subjected to differential treatment based on race, color or national origin. Includes *African Americans, Hispanics or Latinos, American Indian or Alaska Native, Asians and Native Hawaiian or Other Pacific Islander*.

Native Hawaiian or Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

Non-compliance: the condition wherein a recipient has failed to meet prescribed requirements and has shown a lack of good-faith effort in implementing all of the Title VI requirements.

Non-minority or non-minority group people: Caucasians

Persons: Where designation of persons by race, color or national origin is required, the following designations ordinarily may be used: “White not of Hispanic origin,” “Black not of Hispanic origin,” “Hispanic,” “Asian or Pacific Islander,” “American Indian or Alaskan Native.” Additional subcategories based on national origin or primary language spoken may be used, where appropriate, on either a national or a regional basis.

Primary recipient: KYTC or any department, division, or agency authorized to request federal assistance on behalf of sub-recipients and to distribute financial assistance to sub-recipient’s contracts for carrying out a program.

Program: includes any highway, project, or activity that provides services, financial aid or other benefits to individuals, including education or training, work opportunities, health, welfare, rehabilitation, housing or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient (i.e. Planning, Environment, Design, Right-of-Way, Construction, Safety, & Research).

Program area officials: the officials who are responsible for carrying out technical program responsibilities.

Public participation: an open process in which the rights of the community to be informed to provide comments to the Government and to receive a response from the Government are met through a full opportunity to be involved and to express needs and goals.

Recipient: Kentucky or any political subdivision or instrumentality thereof or any public or private agency, institution, or organization or other entity; or any individual in Kentucky to whom federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof. The term “*recipient*” does not include any ultimate beneficiary under any such program. Examples of recipients include MPOs, Council of Governments (COG), towns, cities, counties, school districts or any sub recipient.

Secretary: The chief administrative officer of the Kentucky Transportation Cabinet or KYTC.

Statewide Transportation Improvement Program or STIP: statewide transportation improvement program (STIP) for all areas of the State covering a period of at least four years. The STIP is a staged, multi-year, statewide intermodal program of transportation projects, consistent with the statewide transportation plan and planning processes as well as metropolitan plans, transportation improvement programs (TIP), and planning processes. The STIP must be developed in cooperation with the metropolitan planning organizations (MPO), public transit providers, and any Regional Transportation Planning Organizations (RTPO) in the State and must be compatible with the TIPs for the metropolitan areas in the State.

Statewide Transportation Plan or STP: a long-range transportation plan that provides for the development and implementation of the multimodal transportation system (including transit, highway, bicycle, pedestrian and accessible transportation) for the State. This plan must identify how the transportation system will meet the State’s economic, transportation, development and sustainability goals for at least a 20-year planning horizon.

Sub-grantee: Any public or private agency, institution, or organization to whom federal financial assistance is intended (through another recipient) for any program.

Title VI Officer, Coordinator or Liaison: refers to the responsible City official in matters relating to Title VI. The Title VI Officer, Coordinator or Liaison reports to and assists the City Manager of the City in carrying out the required Title VI responsibilities.

Title VI Program: the system of requirements developed to implement Title VI of the Civil Rights Act of 1964. When appropriate, the phrase “Title VI Program” also refers to the civil rights provisions of other federal non-discrimination authorities to the extent that they prohibit discrimination on the grounds of race, color, national origin, sex, age and disability, including income level and Limited English Proficiency in programs or activities receiving federal financial assistance.

Translation: Translation is the replacement of a written text from one language into an equivalent written text in another language.

Transportation Improvement Programs or TIP: plan developed by Metropolitan Planning Organization cooperation with the State and public transit providers detailing a list of upcoming transportation projects, covering a period of at least four years. It should include capital and non-capital surface transportation projects, bicycle and pedestrian facilities and other transportation enhancements, Federal Lands Highway projects and safety projects included in the State's Strategic Highway Safety Plan. The TIP should include all regionally significant projects receiving FHWA or FTA funds, or for which FHWA or FTA approval is required.

White: A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

II. OVERVIEW

Title VI of the Civil Rights Act of 1964 is a non-discrimination statute. Specifically, Title VI provides that “no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance” (42 U.S.C. Section 2000d). Each federal department and agency, which is empowered to extend Federal financial assistance to any program or activity, by way of grant, loan, federal personnel or any federal agreement contract is authorized and directed to make the provisions of Section 2000d of this title.

The City of Paducah Board of Commissioners is the governing body of the City. As a recipient of federal funds through grant program(s), the City is subject to Title VI of the Civil Rights Act of 1964. The City works to ensure that nondiscriminatory services are offered throughout the region thereby enhancing both the quality of life and the economic vitality.

Non-Discrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.)
- Section 162 (a) of the Federal Aid Highway Act of 1973 (23 USC 324)
- Age Discrimination Act of 1975
- Section 504 of the Rehabilitation Act of 1973
- Americans With Disabilities Act of 1990
- Civil Rights Restoration Act of 1987
- 49 CFR Part 21
- 23 CFR Part 200
- U.S. DOT Order 1050.2
- Executive Order #12898 (Environmental Justice)
- Executive Order #13166 (Limited-English-Proficiency)



City of Paducah

300 South 5th Street
Paducah, KY 42003
(270) 444-8550
Fax: (270) 444-8515
www.paducahky.gov

The City of Paducah

TITLE VI “STATEMENT OF POLICY”

The City of Paducah (CITY) is committed to a policy of non-discrimination in the conduct of its business, including its Title VI responsibilities – delivery of equitable and accessible transportation services. CITY recognizes its responsibilities to the communities in which it operates and to the society it serves. It is CITY’s policy to utilize to its best efforts to assure their “Statement of Policy” is accomplished.

Statement of Policy:

CITY as a federal grant recipient, is required by the Federal Transit Administration (FTA) to conform to Title VI of the Civil Rights Act of 1964 and its amendments. Section 601 of Title VI of the Civil Rights Act of 1964 requires that “No person in the United States, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination, under any program or activity receiving Federal financial assistance.” Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency.

CITY is committed to enforcing the provisions of Title VI and protecting the rights and opportunities of all persons associated with the agency. CITY’s commitment includes following all applicable laws and regulations that affect the Region and those organizations, both public and private, which participate and benefit through our programs.

CITY will take positive and realistic affirmative steps to ensure that all persons and/or firms wishing to participate in its programs are given an equal and equitable chance to participate.

CITY’s sub-recipients and contractors are required to prevent discrimination and ensure nondiscrimination in all of their programs, activities and services.

CITY is responsible for providing leadership, direction and policy to ensure compliance with Title

VI of the 1964 Civil Rights Act in respect to its transit services. Any person(s) who feels that they have been discriminated against is encouraged to report such violations in writing to the local transit authority's office:

CITY's objective is to:

- A. Encourage local transit agencies to provide that the level and quality of public transportation service is provided in a nondiscriminatory manner;
- B. Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin;
- C. Make efforts to provide meaningful access to programs and activities by persons with limited English proficiency;
- D. Identify and address, as appropriate, disproportionately high and adverse human health and environmental effects, including social and economic effects of programs and activities on minority populations and low-income populations;
- E. Work to prevent the denial, reduction, or delay in benefits related to programs and activities that benefit minority populations or low-income populations and to notify beneficiaries of protections available under Title VI;
- F. Adhere to the Title VI reporting requirements of the Federal Transit Administration through the annual Certification and Assurance module in TEAM and provide written Title VI policy documentation every three years as required in as required in FTA circular 4702.1A;
- G. Provide public notification of Title VI protections in all public places where CITY conducts business or operations.

The responsibility for carrying out CITY's commitment to this program has been delegated by the City Manager to Stefanie Wilcox, a Title VI Compliance Officer who will receive and investigate Title VI complaints which come through the complaint procedure. However, all managers, supervisors and employees share in the responsibility for making CITY's Title VI Program a success. Additional information concerning CITY's obligations and the complaint procedure can be found on the CITY's web site www.paducahky.gov or by calling 270-444-8800.



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City of Paducah

Title VI Policy Statement

It is the policy of the City of Paducah (CITY) to afford equal opportunity to all persons to the end that no person in the United States shall, on the grounds of race, color, sex, disability, age or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Government.

Program and activities to which this policy applies include, but are not limited to, the use of grants in connection with federal-aid highway systems, the Surface Transportation and Reauthorization & Reform Act of 2015, the Highway Safety Act of 1966 and the National Traffic and Motor Vehicle and Safety Act of 1966, leases of real property and the grant of permits, licenses, easements and rights of way covering real property, Urban Mass Transportation Research Programs, and other grants for the support of basic scientific research.

This policy shall be prominently posted in all personnel office, EEO offices, and on the CITY's internal website.

Signed and approved this _____ day of June 2026.

Daron Jordan
City Manager

III. GENERAL REPORTING

TITLE VI NOTICE TO THE PUBLIC

See next page for the notice that is posted in all CITY administrative reception areas and transfer centers. The text is printed on all route and schedule guides and is stated on the CITY website.



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Notifying the Public of Rights Under Title VI

City of Paducah (CITY)

The CITY operates its programs without regard to race, color and national origin in accordance with the Title VI of the Civil Rights Act. Any person who believes she or he has been subjected to discrimination prohibited under Title VI may file a complaint with CITY.

To request or receive additional information on CITY's civil rights program and the procedures and/or to file a complaint, please contact the person listed below:

Stefanie Wilcox, Title VI Coordinator
City of Paducah
300 South 5th Street
Paducah, Kentucky 42003

Telephone: 270-444-8540 TTY 800-648-6056
Email Address: swilcox@paducahky.gov

Visit website: www.paducahky.gov

To file a discrimination complaint, the written complaint must be filed to the address above within 180 days of the alleged discrimination. Written complaints may also be filed with the U.S. Department of Transportation/Federal Transit Administration (FTA) no later than 180 days after the date of the alleged discrimination, unless the time for filing is extended by FTA. **Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE Washington, DC 20590. Written complaints may also be filed with the KYTC Office of Transportation Delivery Project Manager or Title VI Coordinator, Kentucky Transportation Cabinet, 200 Mero Street, Frankfort, KY 40622.** To accommodate limited English proficient individuals, oral complaints to be documented and/or translated may also be given at the above address.

If information is needed in another language, contact CITY at 270-444-8540.



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Notificación al público de los derechos bajo el Título VI

City of Paducah (CITY)

CITY opera sus programas sin tener en cuenta la raza, el color y origen nacional de acuerdo con el Título VI de la Ley de Derechos Civiles. Cualquier persona que crea que ella o él ha sido agraviada por cualquier práctica discriminatoria ilegal bajo el Titulo VI puede presentar una queja ante CITY.

Para más información sobre el programa de derechos civiles de CITY y los procedimientos para presentar una queja, comuníquese con el CITY a:

Stefanie Wilcox, Coordinador Título VI
Ciudad de Paducah
300 Calle Quinta Sur
Paducah, Kentucky 42003

Teléfono: 270-247-7171 TTY 800-648-6056
Dirección de correo electrónico: swilcox@paducahky.gov

Visite el sitio web: www.paducahky.gov

Para presentar una queja por discriminación, la queja por escrito debe presentarse a la dirección antes mencionada dentro de los 180 días de la supuesta discriminación. Las quejas por escrito también se pueden presentar ante el Departamento de Transporte de los EE. UU. / Administración Federal de Tránsito (FTA) a más tardar 180 días después de la fecha de la supuesta discriminación, a menos que el FTA prorrogue el plazo de presentación. **Atención: Coordinador del Programa Título VI, Edificio Este, 5to Piso-TCR, 1200 New Jersey Ave., SE Washington, DC 20590. También se pueden presentar quejas por escrito ante el Gerente del Proyecto de Entrega de la Oficina de Transporte de KYTC o Coordinador del Título VI, Gabinete de Transporte de Kentucky, 200 Mero Street, Frankfort, KY 40622.** Para dar cabida a personas con conocimientos limitados de inglés, las quejas orales que deben documentarse y / o traducirse también pueden presentarse en la dirección anterior.

Si necesita información en otro idioma, comuníquese con CITY al 270-444-8540.

Title VI Program Coordinator or Liaison

Daron Jordan, City Manager, has overall responsibility for implementation, compliance and reporting with respect to Title VI. Inquiries related to these activities should be directed to:

City Manager
Daron Jordan
300 South 5th Street
Paducah, KY 42003
(270) 444-8800
(270) 444-8503
djordan@paducahky.gov

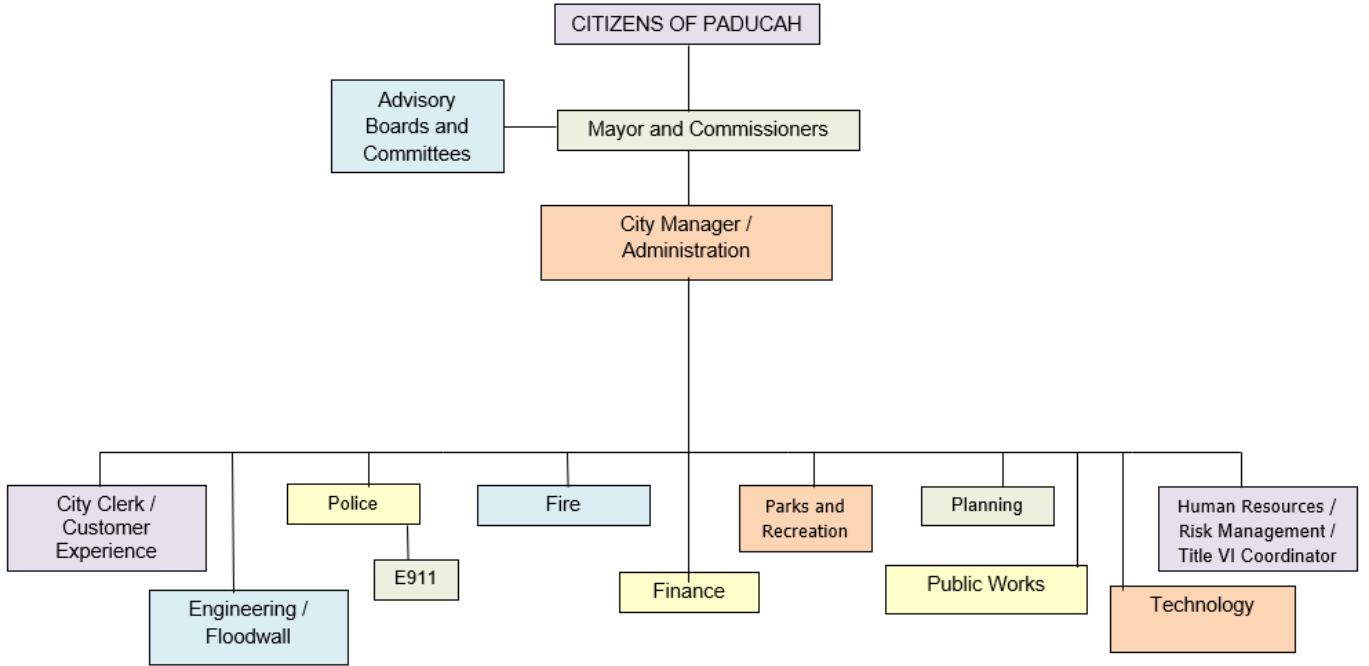
Title VI Coordinator
Stefanie Wilcox
300 South 5th Street
Paducah, KY 42003
(270) 444-8800
(270) 444-8540
swilcox@paducahky.gov

Stefanie Wilcox is designated as the Title VI Coordinator and is responsible for the oversight and coordination of CITY's compliance with Title VI and all related statutes, regulations and directives. The Title VI Coordinator has direct access to the CITY's City Manager. General responsibilities of the Title VI Coordinator include but are not limited to the following:

- Coordinating Title VI program development with Metropolitan Planning Organizations (MPOs), Local Public Agencies (LPAs) and CITY managers and staff
- Establishing procedures for processing Title VI program reviews and/or sub-recipient/contractor reviews
- Coordinating Title VI training for CITY staff, sub-recipients/contractors and stakeholders
- Preparing required reports
- Providing guidance and advice on the Title VI Program to CITY staff
- Annually updating CITY's Title VI Program Plan

CITY OF PADUCAH TITLE VI ORG CHART

ORGANIZATIONAL CHART



The summary of race and national origin for City of Paducah employees is as follows:

RACE/NATIONAL ORGIN	NUMBER	PERCENTAGE
White Females	74	22%
White Males	206	64%
African American Females	6	2%
African American Males	25	8%
Hispanic Females	2	1%
Hispanic Males	2	1%
Other Females	2	1%
Other Males	2	1%
Total	315	100%

IV. STATEMENT OF ASSURANCES



City of Paducah

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STANDARD TITLE VI ASSURANCE

City of Paducah

The City of Paducah, (hereinafter referred to as the “Subrecipient”) hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat. 252, 42 U.S.C. 2000d-4 (hereinafter referred to as the “Act”), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the “Regulations”) and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby give assurance that it will promptly take any necessary measures to effectuate the agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specifies assurances with respects to its Federal-aid Highway Program:

1. That the Recipient agrees that each “facility” and each “program” as defined in subsections 21.23(b) and 21.23I of the Regulations and will be (with regard to a “facility”) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject of the Regulations made in connection with the Federal-aid Highway Program and, in an adapted form in all proposals for negotiated agreements.

Construction Proposals

The City of Paducah, in accordance with the provisions of the Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the Federal Department of Transportation (49 CFR, Part 21), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability.

Agreements for Other Services

Compliance with Regulations: The Consultant shall comply with the regulations of the City of Paducah and the Department of Highways, relative to nondiscrimination in Federally Assisted Programs of the CITY, Department of Highways (49 CFR, Part 21) which are herein incorporated by reference and made a part of this contract.

3. That the Recipient shall insert one of these nondiscrimination clauses in every contract subject to the Act and the Regulations.
4. That the Recipient shall also insert into every relevant contract a clause stating that the contractors will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, these assurances shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of real property, these assurances shall extend to rights to space on, over, or under such property.
7. That these assurances obligate the Recipients for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, real property or interest therein or structures of improvement thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefit; or (b) the period during which the Recipient retains ownership or possession of the property.

Statement of Assurances

Page 3 of 3

8. The recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the delegated authority, to give a reasonable guarantee that it, other recipients, sub grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed by or pursuant to the Act, the Regulations and these assurances.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and these assurances.

These assurances are given in consideration of, and for, obtaining all Federal grants, loans, contracts, property, discounts, and/or other Federal financial assistance extended after the date hereof, to the Recipient by the U.S. Department of Transportation under the Federal-aid Highway Program. The person whose signature appears below is authorized to sign these assurances on behalf of the Recipient.

Signed and approved this ____ day of June 2026.

Daron Jordan
City Manager

V. PROGRAM REVIEW PROCEDURES

Each division within CITY and all its departments and program areas are responsible for the following under Title VI:

- Collecting and analyzing data on minority and low-income populations to determine the potential impact of proposed plans, programs and projects
- Ensuring all contract documents contain the appropriate Title VI provisions
- Consulting with the Title VI Officer, Coordinator or Liaison and the City Manager when complaints are received, prior to sending any information to KYTC.
- Ensuring that all people are treated equitably regardless of race, color or national origin
- Monitoring Title VI accomplishments, notifying the Title VI Officer, Coordinator or Liaison of problem areas and summarizing activities for inclusion in the Title VI Plan Update
- Developing and updating internal policies and procedures to ensure Title VI compliance during all phases of projects and activities
- Ensuring that all business pertaining to the selection, negotiation, and administration of consultant contracts and agreements is accomplished without discrimination based on race, color or national origin
- Ensuring that efforts are made to include minority and women owned businesses in consideration for contracts
- Ensuring that internal and external publications and all other relevant communications disseminated to the public include the Title VI policy reference
- Providing reasonable accommodations, information in the appropriate language or interpreters as needed for individuals with disabilities and LEP persons

Special Emphasis Program Areas

The CITY does not currently have any “Special Emphasis Program Areas.” Based on the information collected through program review procedures, the Title VI Coordinator will determine whether a program area will be identified as a “Special Emphasis Program Area.” If a “Special Emphasis Program Area” is identified, a plan will be drafted on how best to remedy the trend or pattern of discrimination. The Title VI Coordinator will notify the City Manager of the CITY, who will ensure that the program area complies with the remediation plan.

Sub-Recipient Review Procedures

Each sub-recipient of federal funds under grants administered by the CITY shall have a Title VI plan which shall be available for review by CITY staff. The CITY shall periodically review all programs funded through federal assistance for those sub-recipients who have been found by the CITY to be in non-compliance with Title VI. Reviews will use a desk audit, self-survey, and/or onsite inspections. Employees or grant sub-recipients who refuse to voluntarily comply with Title VI or to take corrective actions required by the CITY shall face disciplinary action, or in the case of grant sub-recipients, may face termination or suspension of the contractual relationship with the CITY. Any trends, patterns of discrimination, or complaints filed against a sub-recipient will automatically trigger the review process.

VI. PROGRAMS OR ACTIVITIES SUBJECT TO TITLE VI

- A. U.S. Housing and Urban Development's Community Development Block Grant (CDBG), U.S. Federal Highway Administration funding, U.S. Department of Labor's Workforce Innovation and Opportunity Act (WIOA), funding and U.S. Health and Human Services, Administration for Community Living programs. Funds are designated for the following program areas:

- Housing
- Community Projects
- Public Services
- Public Facilities
- Economic Development
- Community Emergency Relief Fund
- U.S. Department of Labor WIOA
- Transportation
- Aging

The U.S. Department of Housing and Urban Development (HUD) funded Community Development Block Grant (CDBG) program for DLG, Federal Highway Administration, Department of Labor, WIOA, and Health and Human Services, Administration for Community Living to provide assistance to communities for use in revitalizing neighborhoods, expanding affordable housing and economic opportunities, providing infrastructure and/or improving community facilities, providing workforce development to the Purchase region, and the provision of services for our Senior Citizens.

- B. The Land and Water Conservation Fund (LWCF) provides federal grant funds to protect important natural areas, to acquire land for outdoor recreation and to development or renovate public outdoor recreation facilities such as campgrounds, picnic areas, sports & playfields, swimming facilities, boating facilities, fishing facilities, trail, natural areas and passive parks.

Potential Beneficiaries: Cities and counties, state and federal agencies are eligible to apply for funding. The maximum grant amount is \$250,000. The minimum amount is \$12,500. It is a 50% matching reimbursement program.

- C. The Recreational Trails Program provides grant funds to develop and renovate recreation trails for both motorized and non-motorized use. It does not fund equipment such as mowers and gators.

Potential Beneficiaries: Eligible applicants are city and county governments, state and federal agencies, and non-profit organizations.

- D. The ARC is a federal-state economic development program. To assist in the economic development of Appalachia through a diversity of projects in the areas of public infrastructure (water, sewer, solid waste, housing, and telecommunications), human resource development (education/workforce development, affordable/accessible healthcare, and leadership development) and business/entrepreneurial development.

Potential Beneficiaries Local governments, special districts, and non-profit entities that include Kentucky's 51 most eastern and south-central Counties are eligible to apply for the grant dollars. Thirty-two "distressed" counties also have access to a separate restricted allocation of funds.

- E. The National Forest Receipt-Sharing Payments program provides "pass-through" funds to counties. The State Local Finance Officer receives notice of wire transfer from the US Department of Agriculture Forest Service for funds to be distributed annually to various counties.

Potential Beneficiaries: Counties.

The Flood Control Receipts program provides "pass-through" funds to counties. The State Local Finance Officer receives a check annually from the US Army Corps of Engineers. The check is deposited with the KY State Treasurer, authorization for payment to Counties is processed and checks are then prepared to send this money to the Counties in accordance with the statement from the federal government which was enclosed with the check.

Potential Beneficiaries: Counties.

The Kentucky Infrastructure Authority administers two federal grant programs from the Environmental Protection Agency:

1. Capitalization Grants for Clean Water State Revolving Funds provides assistance for: (1) construction of publicly owned wastewater treatment works; and (2) nonpoint source management activities. Funds are loaned to local government entities.
2. Capitalization Grants for Drinking Water State Revolving Funds provides assistance for infrastructure improvement projects that are needed to achieve or maintain compliance with Safe Drinking Water Act requirements, protect public health, and assist systems with economic need. Funds are loaned to local government entities.

VII. COMPLIANCE

- A. The CITY shall make every effort to regulate, monitor, review, and report on the federal programs to assure compliance.
- B. Upon a finding by the CITY of noncompliance, CITY shall take the following actions with regard to:

1. Processing

The compliance officer shall immediately notify the Responsible Official in writing of the violations held to constitute noncompliance with Title VI and of the steps necessary to correct these violations.

2. Reporting

The compliance officer shall notify the sub-recipient or employee found to be in noncompliance, in writing within 30 days of the compliance officer's report of noncompliance, of the violations and corrective measures necessary to remedy the violations.

3. Resolution

The CITY shall attempt to secure voluntary compliance with Title VI. In the event that efforts to secure voluntary compliance are not secured within a reasonable period of time, the compliance officer will notify the Responsible Official, in writing, of the recommended corrective action.

4. Enforcement of corrective actions

The Responsible Official shall implement corrective actions within thirty (30) days of receipt and acceptance of the notification of recommended corrective action.

Employees or grant sub-recipients who refuse to voluntarily comply with Title VI or to take corrective actions required by the CITY shall face disciplinary action, or in the case of grant sub-recipients, may face termination or suspension of the contractual relationship with CITY.

5. Monitoring of programs

The CITY shall undertake to periodically monitor all programs funded through federal assistance for those sub-recipients who have been found by the CITY to be in non-compliance with Title VI.

VIII. ENVIRONMENTAL JUSTICE (EJ)

Executive Order (E.O. 12898) was issued to focus federal attention on the environmental and human health conditions in minority and low-income communities to promote non-discrimination in federal programs substantially affecting human health and the environment and to provide minority and low-income communities access to public information on and an opportunity for public participation in matters relating to human health or the environment. The CITY will utilize the US Census Bureau data, the American Community survey data, and the following checklist to identify targeted populations:

- Make a list of potential demographic groups to consider for the region or start with the required EJ populations defined by the Executive Order and supportive guidance
- Consider groups that are underrepresented in typical public involvement and transportation decision making processes, have limited access to the full benefits of the transportation system or have encountered disproportionate impacts from past transportation decisions
- Decide on the level of detail required for identifying groups spatially and identifying data sources to use to conduct a spatial demographic profile
- Engage leaders and representatives of demographic groups to help identify target populations, spatially and non-spatially

IX. AGENCY TITLE VI TRAINING PLAN

All CITY staff will be provided with the Title VI plan and will be educated on procedures and services available. Each employee is required annually to receive and document Title VI training and acknowledge that it is the employee's responsibility to abide by the Title VI plan and seek clarification, if necessary. This information will also be part of the CITY's staff orientation process for new hires. Annual employee training will be conducted in April and/or May of 2026. Each employee will view the training at their individual workstation. Employee will sign an acknowledgement (see example at Appendix F) that they have understood the Title VI training and have the responsibility of abiding by the Title VI nondiscrimination plan. Those training records will be on file at the CITY.

Part of CITY's Title VI plan is deciding what level of staff training is needed. It is important that staff members, especially those having contact with the public, know their obligation to provide meaningful access to information and services for Title VI covered persons. Even staff members who do not interact regularly with Title VI covered persons should be aware of and understand the Title VI plan. Properly training staff is a key element in the effective implementation of the Title VI plan.

Staff and Operations staff are trained to recognize when a Title VI covered person is need of assistance. This awareness training, which is delivered by video, is included in Reservations Orientation and Initial On-The-Job Training.

X. DATA COLLECTION/REPORTING/ANALYSIS

Statistical data on race, color, national origin, sex, age, disability, and LEP of participants in and beneficiaries of the CITY's programs, (i.e., affected populations, and participants) will be gathered, analyzed, and maintained by the CITY to determine the transportation investment benefits and burdens to the population, including minority and low-income populations. Each of the CITY's Program Areas will maintain data relative to their programs and activities. Data gathering procedures will be reviewed regularly to ensure sufficiency of the data in meeting the requirements of Title VI program administration. Analysis of the data collected by the program emphasis areas may include:

- The race, color, national origin, sex, age, disability, income and LEP of the population eligible to be served
- Socioeconomic Assessment to evaluate project's potential impacts to the human environment
- Persons to include in the decision-making process
- Percent of benefits allocated to persons below the poverty line vs. persons above the poverty line
- Distribution of benefits (dollars, facilities, systems, projects) to groups and communities
- Projected population increases versus planned facilities and types of facilities
- Language needs assessment
- Transportation needs of all persons within boundaries of plans or projects
- Strategies to address impacts
- The manner in which services are or will be provided and the related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination
- The location of existing or proposed facilities connected with the program and related information for determining whether the location has or will have the effect of unnecessarily denying access to any persons on the basis of prohibited discrimination
- The present or proposed membership, by race, color, national origin, sex, disability and age, in any planning or advisory body which is an integral part of the program
- Strategies to disseminate information

XI. CITY TITLE VI COMPLAINT PROCEDURE

These procedures cover all complaints under Title VI of the Civil Rights Act of 1964, Executive Order 12898 “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations” (1964), and Executive Order 13166 “Improving Access to Services for Person with Limited English Proficiency” (2000), for alleged discrimination in any program or activity administered by City of Paducah.

Any person who believes she/he or any specific class of persons has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, or national origin by City of Paducah (hereinafter referred to as “CITY”) may file a written complaint in accordance with the following procedure:

Who can file?

Any person who believes they—or with a specific class of persons—were subjected to discrimination on the basis of race, color, or national origin in the programs and activities of a CITY may file a Title VI complaint.

Where can one file?

Complaints may be filed with KYTC, FHWA Division Offices, the FHWA Headquarters Office of Civil Rights, the United States Department of Transportation (USDOT) Departmental Office of Civil Rights, or the U.S. Department of Justice. See addresses below.

When must one file?

According to U.S. DOT regulations, 49 CFR § 21.11(b), a complaint must be filed not later than 180 days after the date of the last instance of alleged discrimination, unless the time for filing is extended by the investigating agency.

What should a complaint look like?

Complaints should be in writing and signed and may be filed by mail, fax, in person, or e-mail. However, the complainant may call CITY and provide the allegations by telephone, and the agency will transcribe the allegations of the complaint as provided over the telephone and send a written complaint to the complainant for correction and signature. A complaint should contain at least the following information:

- A written explanation of what has happened;
- A way to contact the complainant;
- The basis of the complaint (e.g., race, color, national origin);
- The identification of a specific person/people and the respondent (e.g., agency/organization) alleged to have discriminated;
- Sufficient information to understand the facts that led the complainant to believe that discrimination occurred in a program or activity that receives Federal financial assistance; and
- The date(s) of the alleged discriminatory act(s). Complaint should indicate if the alleged discrimination is on-going.

How are complaints routed?

FHWA is responsible for all decisions regarding whether a complaint should be accepted, dismissed, or referred to another agency. With this understanding, complaints should be routed in the following ways:

- All complaints should be routed to the FHWA Headquarters Office of Civil Rights (HCR) for processing. HCR is responsible for all determinations regarding whether to accept, dismiss, or transfer Title VI complaints filed against CITY.
- Complaints filed with CITY will be forwarded to KYTC, KYTC will forward the complaint to Kentucky's FHWA Division Office, which will forward the complaint to HCR. If a complaint is filed with KYTC, then the KYTC will forward the complaint to Kentucky's FHWA Division Office, which should forward the complaint to HCR.
- CITY and KYTC must log all complaints received.
- When HCR decides on whether to accept, dismiss, or transfer the complaint, HCR will notify the Complainant, the Kentucky FHWA Division Office, KYTC, and CITY.

Complaints may be sent to:
Kentucky Transportation Cabinet
Office for Civil Rights
200 Mero Street, 6th Floor
Frankfort, KY 40622

And/Or

US Federal Highway Administration Kentucky Division
John C Watts Federal Building
330 W Broadway St Ste 264,
Frankfort, KY 40601
Attention: Civil Rights Specialist

And/Or

Federal Highway Administration Headquarters - Office of Civil Rights
1200 New Jersey Avenue, SE HCR-40, Room E81-101
Washington, DC 20590
202-366-0693 or Fax: 202-366-1599
TTY: 202-366-5751

Additionally, complaints may be filed with the U.S. Department of Justice at:

Federal Coordination and Compliance Section - NWB Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530

What are the potential outcomes for processing a complaint?

There are four potential outcomes for processing complaints:

- **Accept:** if a complaint is timely filed (see “**When must one file?**” above), contains sufficient information to support a claim under Title VI, and concerns matters under FHWA’s jurisdiction, then HCR will send to the complainant, the respondent agency, and the FHWA Division Office a written notice that it has accepted the complaint for investigation.
- **Preliminary review:** if it is unclear whether the complaint allegations are sufficient to support a claim under Title VI, then HCR may (1) dismiss it or (2) engage in a preliminary review to acquire additional information from the complainant and/or respondent before deciding whether to accept, dismiss, or refer the complaint.
- **Procedural Dismissal:** if a complaint is not timely filed (see “**When must one file?**” above), is not in writing and signed, or features other procedural/practical defects, then HCR will send the complainant, respondent, and FHWA Kentucky Division Office a written notice that it is dismissing the complaint.
- **Referral/Dismissal:** if the complaint is procedurally sufficient but FHWA (1) lacks jurisdiction over the subject matter or (2) lacks jurisdiction over the respondent entity, then HCR will either dismiss the complaint or refer it to another agency that does have jurisdiction. If HCR dismisses the complaint, it will send the complainant, respondent, and FHWA Kentucky Division Office a copy of the written dismissal notice. For referrals, FHWA will send a written referral notice with a copy of the complaint to the proper Federal agency and a copy to the USDOT Departmental Office of Civil Rights.

HCR is responsible for conducting all investigations of KYTC and CITY. In the case of a complaint filed against CITY, HCR may either conduct the investigation itself, or it may delegate the investigation to KYTC. If HCR chooses to delegate the investigation of CITY, HCR will communicate its acceptance of the complaint to the complainant and respondent, but KYTC will conduct all data requests, interviews, and analysis. KYTC will then create a Report of Investigation (ROI), which it will send to HCR. Finally, HCR will review the ROI and compose a Letter of Finding based on the ROI. All Letters of finding issued by FHWA are administratively final.

What are the timeframes for investigations?

For FHWA, there is no regulatory timeframe for completing investigations. However, FHWA strives to complete all tasks within 180 days from the date of acceptance. If KYTC is delegated an investigation from FHWA, 23 CFR §200.9(b)(3) provides that KYTC must complete investigations within 60 days of receipt (meaning the date it receives the delegated complaint from FHWA).

Investigation files are confidential and will be maintained by KYTC. The contents of such files will only be disclosed to appropriate KYTC personnel and federal authorities in accordance with Federal and State laws. KYTC will retain files in accordance with records retention schedules and all Federal guidelines.

A. CITY TITLE VI INVESTIGATIONS, COMPLAINTS AND LAWSUITS

FTA Circular 4702.1B, Chapter III, Paragraph 7: In order to comply with the reporting requirements of 49 CFR 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations; lawsuits, and complaints naming the recipient.

In accordance with 49 CFR 21.9(b), CITY must record and report any investigations, complaints, or lawsuits involving allegations of discrimination. The records of these events shall include the date the investigation, lawsuit, or complaint was filed; a summary of the allegations; the status of the investigation, lawsuit, or complaint; and actions taken by CITY in response; and final findings related to the investigation, lawsuit, or complaint. The records for the previous three (3) years shall be included in the Title VI Plan when it is submitted to Kentucky Transportation Cabinet.

CITY has had no investigations, complaints, or lawsuits involving allegations of discrimination on the basis of race, color, or national origin over the past three (3) years of calendar years 2021, 2022 and 2023. A summary of these incidents is recorded in Table 1.

Table 1: Summary of Investigations, Lawsuits, and Complaints

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1. N/A	N/A	N/A	N/A	N/A
2.				
Lawsuits				
1. N/A	N/A	N/A	N/A	N/A
2.				
Complaints				
1. N/A	N/A	N/A	N/A	N/A
2.				

XII. PUBLIC PARTICIPATION PLAN

Public Involvement Plan/Community Outreach

The Public Participation Plan for CITY was developed to ensure that all members of the public, including minorities, disabled, low income, LEP populations, are encouraged to participate in the decision-making process. The public outreach strategies described in the Plan are designed to provide public with effective access to information about CITY services and to provide means for considering public comment.

Community Outreach is a requirement of Title VI. Recipients and sub-recipients shall seek out and consider the viewpoints of minority and low-income populations in the course of conducting public outreach. Recipients have wide latitude to determine what specific measures are most appropriate and should make this determination based on the composition of the affected population, the public involvement process, and the resources of the recipient.

As an agency receiving federal financial assistance, we have made the following community outreach efforts:

- Conduct local or regional public / information meetings as requested
- Utilizing CITY Monthly Updates to reach educate and inform the public on various programs
- Conducting meetings with local officials and interested community leaders
- Using e-mail distribution lists to provide information to interested persons and agencies
- Committee reports during the monthly CITY Board of Director's meetings
- Using the CITY Web Site, Facebook and Instagram to post projects/information/comments and providing a link for public feedback
- Address civic groups, chamber meetings, government meetings
- Attending fiscal court and city council meetings
- Utilize existing services / programs at the CITY to distribute information (i.e. Housing, Aging, Workforce Investment)
- Use surveys in newsletters, mail-outs, emails, Survey Monkey, etc. to gain public input

Third Party Groups

The CITY will seek to increase public outreach to the underserved populations by contacting third party groups and asking for their assistance in creating public awareness concerning transportation related issues. The agencies, groups or people that wish to provide assistance can be utilized to distribute materials pertaining to the statewide planning process. The members may be able to utilize their brochures, newsletters, word of mouth, etc. concerning public meetings, announcements of public review and comment periods for statewide planning documents by sharing and distributing the information with the populations they service. These groups may include, but not be limited to the following:

Senior citizen centers
Public libraries
Public health departments
Public transit authorities
NAACP
Housing authorities
Post offices
County or city clerk's office
United Way
Churches
Migrant education programs
Adult education programs
Chamber of commerce
Community based services
Human relations commissions
State government agencies
Disabled American Veterans

Public Meetings

The CITY will hold local or regional public information/input meetings as requested to provide additional opportunities for public comments.

Newspapers

Information can be sent to the local newspapers in the region. While none are identified as targeting specific traditionally underserved audiences, all have the potential to have traditionally underserved subscribers. Information can be distributed to the newspapers relating to media releases with announcements of meeting dates and locations, announcements of documents available for public review and comment, and information about the statewide planning process.

Radio

Information can be sent to radio stations that serve the region. None are identified as targeting specific traditionally underserved audiences, but all have the potential to have traditionally served underserved listeners. Public meeting invitations can be sent to the stations along with media releases with announcements of meeting dates and locations and information about the statewide planning process or statewide documents available for public review and comment.

Television

Information can be sent to television stations that serve the region. This could include regular network broadcast stations as well as local cable access channels that may be available throughout the region. These channels can also be utilized in creating public awareness.

Traveling Exhibits

Traveling exhibits may be used to display information about public meetings, review of statewide documents and the statewide planning process. The following locations may be utilized to display information:

Public libraries
Post offices

County courthouses
City halls
Community centers, meeting halls, churches
Chamber of commerce
KYTC Highway District 1 office
City of Paducah office
Schools
Public housing authorities
Senior citizen centers or housing
Malls, restaurants, shopping centers
Special event locations
Other identified locations through planning process

Coordinated Public Transit-Human Services Transportation Plan (Coordinated Plan)

The two year transportation authorization entitled Fixing America's Surface Transportation (FAST) Act as amended by Federal and State Grants under Section 5311 Rural Area Formula Program, Appalachian Development Transportation Assistance, Commonwealth Veterans Transportation Program and JARC (Job Access and Reverse Commute) Programs under the Federal Transit Act of 1964, as amended funds would be used for capital equipment and transit operations. Under the requirements of Moving Ahead for Progress in the 21st Century (MAP-21) and the Enhanced Mobility of Senior and Individuals with Disabilities Program (5310) meetings are and will be held to make improvements on a local coordinated plan for public transit.

Public Notification.

The CITY will disseminate Title VI Program information to employees, contractors, sub-recipients and beneficiaries, as well as to the public. A variety of public notification and participation procedures will be used to encourage the early and continuous involvement of citizens, communities, and others interested in the planning process and decisions of the CITY. The CITY will discuss and/or distribute Title VI information using mass media including, but not limited to the following:

- Policy statements
- Inclusion of Title VI language in contracts
- New employee orientation
- Federal EEO posters
- CITY website
- Standard procedures manual
- Significant publications, i.e., newspapers, brochures, and written literature
- Mailings
- Meetings open to the public
- Events

Further notices informing the public and all employees that the CITY complies with Title VI of the Civil Rights Act of 1964 will be displayed in a prominent place.

Customer Complaint Process

Citizens may call the CITY at 270-444-8540 to lodge a complaint or comment. All complaints/comments are input into a database and then distributed to the relevant manager who researches the complaint and responds back to the citizen.

Bilingual Outreach

Upon request CITY provides Spanish-speaking guests with information on public transit services in Spanish. Staff will assist with outreach programs and public meetings as requested.

CITY submits an annual Section 5304 request to the Kentucky Transportation Cabinet and as part of this process a regional coordination meeting is conducted. All meetings will seek to incorporate minority, individuals with disabilities and LEP individuals' and their ability to provide feedback.

Practices which will be included:

- a. Scheduling meetings at times and locations that are convenient and accessible for minority and LEP communities
- b. Coordinating with community and faith-based organizations, education institutions, and other organizations to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- c. Providing opportunities for public participation through means other than written communications, such as personal interviews or use of audio or video recording devices to capture oral comments.

XIII. LANGUAGE ACCESS PLAN

CITY has taken excerpts from “Implementing the Department of Transportation’s Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons: A Handbook for Public Transportation Providers” as prepared by The Federal Transit Administration Office of Civil Rights, dated April 13, 2007.

CITY recognizes the need to provide equal service opportunities for all individuals in the service area. Most individuals living in the United States read, write, speak, and understand English. There are many individuals, however, for whom English is not their primary language. The 2020 census shows that 40.5 million individuals speak Spanish and over 10.8 million individuals speak an Asian or Pacific Island language at home. If these individuals have a limited ability to read, write, speak, or understand English, they are limited English proficient, or “LEP.”

Language for LEP individuals can potentially hinder some individuals from arranging transportation services needed. The Federal Government funds an array of services that can be made meaningfully accessible to otherwise eligible LEP persons. The Federal Government is committed to improving the accessibility of these programs and activities to eligible LEP persons, a goal that reinforces its equally important commitment to promoting programs and activities designed to help individuals learn English.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and its implementing regulations provide that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity that receives Federal financial assistance. The Supreme Court, in *Lau v. Nichols*, 414 U.S. 563 (1974), interpreted Title VI regulations prohibits conduct that has a disproportionate effect on LEP persons because such conduct constitutes national origin discrimination (page 5).

Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” reprinted at 65 FR 50121 (August 16, 2000), directs each Federal agency to examine the services it provides and develop and implement a system by which LEP persons can meaningfully access those services. Federal agencies were instructed to publish guidance for their respective recipients in order to assist them with their obligations to LEP persons under Title VI. The Executive Order states that recipients must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons (Pages 5-6).

The U.S. DOT published revised guidance for its recipients on December 14, 2005. This document states that Title VI and its implementing regulations require that DOT recipients take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP) and that recipients should use DOT LEP Guidance to determine how best to comply with statutory

and regulatory obligations to provide meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are LEP (page 6).

The FTA references the DOT LEP guidance in its Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for FTA Recipients,” which was published on April 13, 2007. Chapter IV, Part 4 of this Circular reiterates the requirement to take responsible steps to ensure meaningful access to benefits, services, and information for LEP persons and suggests that FTA recipients and sub-recipients develop a language implementation plan consistent with the provisions of Section VII of the DOT LEP guidance (page 6).

In accordance with the Executive Order, the U.S. Department of Transportation issued Policy Guidance Concerning Recipient’s Responsibilities to Limited English Proficient (LEP) Persons, which is modeled after DOJ’s guidance. As described in the guidance, DOT recipients are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. The guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning organizations, and regional, state, and local transit operators, among many others. Coverage extends to a recipient’s entire program or activity, i.e., to all parts of a recipient’s operations. This is true even if only one part of the recipient receives the Federal assistance. For example, if DOT provides assistance to a state department of transportation to rehabilitate a particular highway on the National Highway System, all of the operations of the entire state department of transportation—not just the particular highway program or project—are covered by the DOT guidance.

The DOT guidance outlines four factors recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to people’s lives.
4. The resources available to the recipient and costs.

The greater the number or proportion of eligible LEP persons; the greater the frequency with which they have contact with a program, activity, or service; and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets. The intent of DOT’s guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments. After completing the above four-factor analysis, recipients can determine the appropriate “mix” of LEP services required. Recipients have two main ways to provide language services: oral

interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis. For instance, a motor vehicle department or an emergency hazardous material cleanup team in a largely Hispanic neighborhood may need immediate oral interpreters available and decide to hire full-time bilingual staff. In contrast, there may be circumstances where the importance and nature of the activity and number or proportion and frequency of contact with LEP persons may be low and the costs and resources needed to provide language services may be high in which pre-arranged language services for the particular service may not be necessary. The languages spoken by the LEP individuals with whom the recipient has frequent contact often determine the languages into which documents will be translated and the types of interpreters provided.

Plan for Assisting Persons of Limited English Proficiency

How to Identify an LEP Person Who Needs Language Assistance?

Below are tools to help identify persons who may need language assistance:

1. Examine records requests for language assistance from past scheduled transportation needs to anticipate the possible need for assistance at upcoming appointments;
2. When CITY sets up at events, set up a sign-in sheet table, have a staff member greet and briefly speak to each attendee. To informally gauge the attendee's ability to speak and understand English, ask a question that requires a full sentence reply;
3. Staff should keep lists of individuals seeking language assistances on telephones, in office and on vehicles;
4. Post a notice of available language assistance on CITY vehicles, subcontractor vehicles and reception area.
5. Persons who do not speak English as their primary language and who have a limited ability to read, speak write or understand English can be limited English proficient, or "LEP." These individuals may be entitled to language assistance with respect to a particular type of service, benefit or encounter.

Title 49 CFR, Appendix C, Section (3)(iv) requires that "the location of projects requiring land acquisition and the displacement of persons from their residences and business may not be determined on the basis of race, color, or national origin." For purposes of this requirement, "facilities" does not include bus shelters, as they are considered transit amenities. It also does not include transit stations, power substations, or any other project evaluated by the National Environmental Policy Act (NEPA) process. Facilities included in the provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc. In order to comply with the regulations, CITY will ensure the following:

CITY will complete a Title VI equity analysis for any facility during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. City of Paducah will engage in outreach to persons potentially impacted by the siting of the facility. The Title VI equity analysis must compare

the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site.

When evaluating locations of facilities, CITY will give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result. Analysis should be done at the Census tract or block group level where appropriate to ensure that proper perspective is given to localized impacts.

If CITY determines that the location of the project will result in a disparate impact on the basis of race, color, or national origin, CITY may only locate the project in that location if there is a substantial legitimate justification for locating the project there, and where there are no alternative locations that would have a less disparate impact on the basis of race, color, or national origin. CITY must demonstrate and document how both tests are met. CITY will consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative.

MEANINGFUL ACCESS FOUR FACTOR ANALYSIS

(1) THE NUMBER OR PROPORTION OF LEP PERSONS ELIGIBLE TO BE SERVED OR LIKELY TO BE ENCOUNTERED BY A PROGRAM, ACTIVITY OR SERVICE OF THE RECIPIENT:

FROM THE U.S. CENSUS BUREAU 2019 ACS 5-YEAR ESTIMATES, 58.5 MILLION PEOPLE OF THE U.S. POPULATION WERE HISPANIC OR LATINO ORIGIN MAKING PEOPLE OF HISPANIC ORIGIN THE NATION'S LARGEST ETHNIC OR RACIAL MINORITY. 40.7 MILLION IS THE NUMBER OF U.S. RESIDENTS 5 AND OLDER WHO SPEAK SPANISH AT HOME IN. THIS IS A 135 PERCENT INCREASE SINCE 1990 WHEN IT WAS 17.3 MILLION. THOSE WHO SPEAK SPANISH AT HOME CONSTITUTED 12.5 PERCENT OF U.S. RESIDENTS 5 AND OLDER. MORE THAN HALF OF THESE SPANISH SPEAKERS SPOKE ENGLISH "VERY WELL."

Kentucky Demographics: According to the U.S. Census Bureau, the American Community Survey 5-Year Estimate indicated that Kentucky was ranked 39 out of 50 by percent of population Age 5+ Spanish Speaking. The total number of Spanish Speaking in Kentucky was 113,336 out of a total population of 4,526,154 Age 5+. According to these statistics 2.5% of Kentucky Residents Age 5+ are Spanish Speaking.

(2) THE FREQUENCY WITH WHICH LEP INDIVIDUALS COME IN CONTACT WITH THE PROGRAM, ACTIVITY, OR SERVICE:

The numbers are clearly showing an increase in the number of foreign-born residents in Kentucky as well as an increase in the number of Spanish Speaking residents. CITY will continue to monitor changes in demographics as they become available through Census and Studies. CITY will also work closely with local agencies in an effort to monitor developments in the region.

CITY will monitor the frequency with which LEP individuals come in contact with the program and services. CITY will report all encounters with LEP persons on the OTD Section 5304 Monthly

Report. Reporting accuracy will improve with ongoing training and tracking measures implemented.

(3) THE NATURE AND IMPORTANCE OF THE PROGRAM, ACTIVITY, OR SERVICE PROVIDED BY THE PROGRAM:

CITY understands they play an important role in the lives of our community. The individuals utilizing public transportation services in the region need this mobility to maintain a continued quality of life. A LEP person's inability to use public transit may hinder their ability to access health care, education or employment. CITY will continue to outreach to all individuals and promote their efforts. This will increase their need to promote their services for individuals to realize the service is available. When they speak to groups, they make them aware they will assist any individual with LEP.

(4) THE RESOURCES AVAILABLE TO THE RECIPIENT AND FOR LEP OUTREACH, AS WELL AS THE COSTS ASSOCIATED WITH THAT OUTREACH:

These additional language assistance tools will be utilized to assist LEP individuals at no additional cost:

www.freetranslation.com is used to translate Transportation Committee agendas and other documents as necessary.

With adequate notice CITY will use Murray State University's Institute for International Studies interpreters to provide information in other languages. The ESL contact person is Weihong Gao and may be contacted at 270/809-4103. An alternate contact for translation services is Vince Medlock and he can be reached at 270/293-8315.

The University of Tennessee Martin provides a third translation option through their Office of International Affairs. The contact person is Ms. Lori Jackson and she can be contacted at 731/881-3582. Karli Smith is a Program Resource Specialist and she can be reached at 731/881-7420. The International Admissions office can be reached at 731/881-7344.

The US Census 2000 Language Identification Flashcard is available to assist staff in assessing LEP needs.

A Google Translation Browser has been added to the CITY website, so all posted documents are available in multiple languages.

IMPLEMENTATION PLAN

Staff Training

Part of CITY's LEP plan is determining what level of staff training is needed. It is important for staff members, especially those having frequent contact with the public, to understand the obligation to provide meaningful access to information and services for LEP persons. Likewise, staff members who are less likely to interact with LEP persons should also be aware of and have a level of understanding of the resources available to CITY for assisting LEP persons. Properly training staff is key in the effective implementation of a LEP plan. Staff will be trained annually to recognize when a LEP person is in need of language assistance and respond by providing information in a format that the LEP person can understand.

LANGUAGE ASSISTANCE MEASURES

1. Staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English.
2. The following resources will be available to accommodate LEP persons:
 - a. A list of volunteer Spanish Language interpreters will be maintained and will provide within a reasonable time period.
 - b. Language interpretation will be accessed for all languages through a telephone interpretation service for critical need situations.
3. Network with local human service organizations that provide services to LEP individuals and seek opportunities to provide information about the transit program and services.
4. Include "Spanish" on all job recruitment notices.
5. Incorporate an option for machine translation into multiple languages for CITY's website (www.purchaseadd.org).

Outreach Techniques

When the staff prepares a document or schedules a meeting for which the target audience is expected to include LEP individuals, the documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population. Interpreters will be available as requested.

Monitoring and Updating the LEP Plan

This plan is designed to be flexible and is one that can be easily updated. As such, it is important to consider whether new documents and services need to be made accessible for LEP persons, and also to monitor changes in demographics and types of services, and to update the LEP plan when appropriate. At a minimum, the CITY will follow the Title VI program update schedule for the LEP plan.

Each update should examine all plan components such as:

1. How many LEP persons were encountered?
2. Were their needs met?
3. What is the current LEP population in the OTO region?
4. Has there been a change in the types of languages where translation services are needed?
5. Determine whether local language assistance programs have been effective and sufficient to meet the need.
6. Determine where CITY's fully complies with goals of this LEP Plan
7. Determine whether complaints have been received concerning the failure to meet the needs of LEP individuals
8. Maintain a Title VI complaint log, to include LEP issues and basis of complaints.

Safe Harbor Provision

DOT has adopted the Department of Justice's Safe Harbor Provision, which outlines circumstances that can provide a "safe harbor" for recipients regarding translation of written materials for LEP population. The Safe Harbor Provision stipulates that, if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations. Translation of non-vital documents, if needed, can be provided orally. If there are fewer than 50 persons in a language group that reaches five percent (5%) trigger, the recipient is not required to translate vital written materials but should provide written notice in the primary LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

SPEAK ENGLISH "LESS THAN VERY WELL"
TOTALS BY COUNTY

County	Total Pop 5 years and Older	Speaks English Less Than Very Well	Percentage (%)
McCracken	63,305	726	1.1

American Community Survey 5-Year Estimates (2017-2021)

As outlined in the previous chart, McCracken County does not contain a LEP group of over 1,000. CITY will provide good faith efforts to meet the needs of the LEP population, if and when necessary. CITY may determine, based on the Four Factor Analysis, that even though a language group meets the threshold specified by the Safe Harbor Provision, written translation may not be an effective means to provide language assistance measures.

XIV. MINORITY REPRESENTATION

Title 49 CFR Section 21 5(b)(1)(vii) states that a recipient may not, on the grounds of race, color or national origin, “deny a person the opportunity to participate as a member of a planning, advisory or similar body which is an integral part of the program.” Recipients that have transit-related, nonelected planning board, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committee.

The CITY governing body consists of five (5) board members elected by City residents. There is a Mayor that serves a four-year term, and City Commissioners that serve two-year terms. The highest voted for Commissioner serves as Mayor-Pro-Tem in the absence of the Mayor.:-

Currently the five members consist of, four (4) men and one (1) woman with four (3) Caucasians and one (2) African American.

CITY is committed to meeting the needs of the region’s citizens and ensuring that no person is excluded from participation in or denied the benefits of its services. Efforts to encourage participation of minorities on the board are a mission of the board of commissioners. As well, CITY strives to ensure that the composition of the employee body reflects a representation of minority participation. CITY will continue to encourage minority groups to consider employment with the City.

XV. DEMOGRAPHICS OF CITY

Percent of Minority Population

Race and Hispanic Origin	Paducah city, Kentucky	McCracken County, Kentucky
Population estimates, July 1, 2025, (V2025)	26,730	67,553
PEOPLE		
Race and Hispanic Origin		
White alone, percent	70.2%	84.3%
Black alone, percent (a)	19.2%	11.3%
American Indian and Alaska Native alone, percent (a)	0.2%	0.4%
Asian alone, percent (a)	1.4%	1.1%
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.2%	0.1%
Two or More Races, percent	7.7%	2.7%
Hispanic or Latino, percent (b)	3.1%	3.7%
White alone, not Hispanic or Latino, percent	69.7%	81.3%

Percent of Adult Population with a Disability

Health	Paducah city, Kentucky	McCracken County, Kentucky
Population estimates, July 1, 2025, (V2025)	26,730	67,553
PEOPLE		
Health		
With a disability, under age 65 years, percent, 2020-2024	15.9%	12.3%
Persons without health insurance, under age 65 years, percent	7.1%	5.8%

Percent of Population in Poverty Status

Income & Poverty	Paducah city, Kentucky	McCracken County, Kentucky
Population estimates, July 1, 2025, (V2025)	26,730	67,553
PEOPLE		
Income & Poverty		
Median households income (in 2024 dollars), 2020-2024	\$49,915	\$64,373
Per capita income in past 12 months (in 2024 dollars), 2020-2024	\$40,311	\$39,193
Persons in poverty, percent	22.3%	13.9%

Percent of Population Over 65 Years of Age

Age and Sex ▼	Paducah city, Kentucky	McCracken County, Kentucky
Population estimates, July 1, 2025, (V2025)	26,730	67,553
PEOPLE		
Age and Sex		
Persons under 5 years, percent	4.7%	5.2%
Persons under 18 years, percent	19.6%	21.4%
Persons 65 years and over, percent	17.7%	21.4%
Female persons, percent	52.4%	51.4%

Percent of Population with Limited English Proficiency (LEP)

Families & Living Arrange... ▼	Paducah city, Kentucky	McCracken County, Kentucky
Population estimates, July 1, 2025, (V2025)	26,730	67,553
PEOPLE		
Families & Living Arrangements		
Households, 2020-2024	11,741	27,601
Persons per household, 2020-2024	2.19	2.40
Living in the same house 1 year ago, percent of persons age 1 year+ , 2020-2024	87.9%	90.7%
Language other than English spoken at home, percent of persons age 5 years+, 2020-2024	3.8%	3.1%

Population Estimates, July 1, 2025 (V2025) -- Paducah city, McCracken County, KY." Quick Facts, <https://www.census.gov/quickfacts/fact/table/paducahcitykentucky,mccrackencountykentucky/PST045223>. Accessed 12 June 2026.

XVI. REVIEW OF STA DIRECTIVES

The CITY’s Title VI Implementation Plan is designed to comply with the statutes and requirements under the law and as directed by KYTC/FHWA to accomplish the goals of the Title VI Act of 1964.

The table below is a list of resources that include laws, procedures, directives, plans and/or guidance used by the CITY to develop and administer Title VI implementation.

DIVISION/OFFICE	PROCEDURES, MANUAL, DIRECTIVE
KYTC	Official Order 110248: Standard Title VI Assurance (6/27/2016)
KYTC	Official Order 110249: Title VI Policy Statement (6/27/2016)
KYTC	Title VI Program Plan (10/1/2021 – 9/30/2022)
KYTC	Language Access Plan (LAP) (10/1/2020 – 9/30/2021)
FHWA	Title VI Implementation Plan Checklist
FWHA (Video)	Overview of Civil Rights Program Requirements for Local Public Agencies
United States Code	Title VI 1964 Civil Rights Act

XVII. COMPLIANCE/NONCOMPLIANCE REPORTING

Throughout the year, the Title VI Coordinator periodically meets with the directors and the division heads of CITY to review the policies and procedures relative to Title VI. This includes, but is not limited to, a review of files and statistics of complaints received for investigation and services offered to recipients and beneficiaries of CITY's services.

In the event of noncompliance with this, plan or applicable regulations and laws are determined via a complaint investigation or through the self-survey process; the CITY will make every effort to attain full compliance.

The Title VI Coordinator shall notify the appropriate program head in the event a complaint investigation, compliance review or self-survey indicates noncompliance. The notification shall state the condition of noncompliance, recommended approach to correct the situation, and the time period for the response and corrective action. The Title VI Coordinator may conduct an interview to consult with the program head regarding the correct approach to remedy noncompliance.

XVIII. APPENDICES¹

¹ Appendices A-E contain the U.S. DOT Order No. 1050.2A

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the (*Title of Recipient*) will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of Federal Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Recipient*) all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Recipient*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Recipient*), its successors and assigns.

The (*Title of Recipient*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed [,] [and]² (2) that the (*Title of Recipient*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be

² Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI

amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].³

³ Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits or similar instruments entered into by the (*Title of Recipient*) pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, (*Title of Recipient*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.⁴
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the (*Title of Recipient*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Recipient*) and its assigns.⁵

⁴ See footnote 9

⁵ Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (Title of Recipient) pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above nondiscrimination covenants, (Title of Recipient) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.⁶
- C. With respect to deeds in the event of breach of any of the above nondiscrimination covenants, (Title of Recipient) will there upon revert to, vest in and become the absolute property of (Title of Recipient) and its assigns.

⁶ Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to the following:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 ET seq).

APPENDIX F

Active employees will complete the training and sign an acknowledgement (example below) that they understand the training and will abide by the Title VI nondiscrimination plan in accordance with the training.

CITY OF PADUCAH TITLE VI ANNUAL TRAINING

I confirm that I listened, and understood the Title VI training, also I understand that as an employee, it is my responsibility to abide by the Title VI nondiscrimination plan, in accordance with the training.

If I have questions about the plan, or materials presented I understand it is my responsibility to seek clarification.

Employee Signature _____

Date _____

Print name _____

XVIII. BOARD POLICY APPROVAL

POLICY APPROVAL BY THE GOVERNING BOARD

Final governing Board Approval for the TITLE VI “STATEMENT OF POLICY”
is made this _____ day of June 2026.

George P. Bray, Mayor

City of Paducah

Mayor Signature

Date

Agenda Action Form

Paducah City Commission

Meeting Date: June 23, 2026

Short Title: Authorize an Amendment to the Paul Bruhn Grant Subaward with PEM Enterprises to Revise Their Scope of Work - **C. GAULT**

Category: Municipal Order

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

Background Information: On January 13, 2026, the Paducah Board of Commissioners approved the subawards for the National Park Service Paul Bruhn Grant Program. PEM Enterprises was a recipient of a subaward. Their original scope of work for their subaward agreement included replacing the boiler in the basement of the building, along with HVAC upgrades to the first and second floors of the building. PEM Enterprises has requested to change the scope of their project to include ceiling-mounted split system HVAC units for the basement, first, second, and third floors, instead of the originally proposed boiler system. The proposed amendment makes this change to their subaward agreement scope of work.

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 amendment to the Paul Bruhn Grant Program subaward agreement and for the Mayor to sign all documentation related to same.

Attachments:

1. MO - Amendment - Paul Bruhn Grant Subaward - Andrew McGlenon (PEM Enterprises)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE SUBAWARD AGREEMENT WITH ANDREW MCGLENON (PEM ENTERPRISES), TO REVISE THEIR SCOPE OF WORK

WHEREAS, on February 27, 2024, the Board of Commissioners approved Municipal Order No. 2862, which authorized the submission of an application for a National Park Service Paul Bruhn Grant in the amount of \$750,000; and

WHEREAS, on September 17, 2024, the Board of Commissioners approved Municipal Order 2958 to accept the award for this grant; and

WHEREAS, on January 13, 2026, the Board of Commissioners approved Municipal Order 3174, which included an award of \$88,996 to Andrew McGlenon (PEM Enterprises) for boiler and HVAC upgrades to the Guthrie Building; and

WHEREAS, PEM Enterprises has requested to change the scope of their project to include ceiling-mounted split system HVAC units for the basement, first, second and third floors, instead of the originally proposed boiler system.

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

SECTION 1. That the Mayor is hereby authorized to execute an Amendment to the Paul Bruhn Grant Subaward Agreement with Andrew McGlenon (PEM Enterprises), to allow for a revision to the scope of work to include ceiling-mounted split system HVAC units for the basement, first, second and third floors, instead of the originally proposed boiler system.

SECTION 2. This Municipal Order shall be effective from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Recorded by Lindsay Parish, City Clerk, June 23, 2026

\mo\amendment - Paul Bruhn Grant Subaward – Andrew McGlenon (PEM Enterprises)

Agenda Action Form

Paducah City Commission

Meeting Date: June 23, 2026

Short Title: Declaration and Sale of Surplus Property 1411 Burnett Street - C. GAULT

Category: Municipal Order

Staff Work
By: Nancy
Upchurch
Presentation
By: Carol Gault

Background Information: Jeramie Sarina of Kentucky Modern Housing Development LLC submitted a request to purchase the property at 1411 Burnett Street for \$1. He intends to construct an energy-efficient, 2-bedroom 2-bath home on the vacant lot. Landscaping will be provided upon completion of the home. The goal is completion of the project within 150 days of transfer of title. The value of the proposed investment is approximately \$225,000. Proof of financial ability to complete the project was provided,

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

If yes, please list the Commission Priority: Addressing the housing shortage in the City of Paducah by providing affordable housing.

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: It is recommended that the Commission declare the property surplus, approve the request from Mr. Sorina, and authorize the transfer of the vacant lot for \$1, subject to the standard reversionary clause included in deeds for proposed development projects.

Attachments:

1. MO prop sale– 1411 Burnett Street
2. Staff Report 1411 Burnett Street
3. Bid 1411 Burnett St

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1411 BURNETT STREET, PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF JERAMIE SORINA OF KENTUCKY MODERN HOUSING DEVELOPMENT, LLC IN THE AMOUNT OF ONE DOLLAR (\$1.00) AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, pursuant to KRS 82.083, a written determination has been made that the City does not have any use at this time or in the future for property located at 1411 Burnett Street, Paducah, Kentucky, which constitutes surplus real estate; and

WHEREAS, the City advertised for bids in February 2026 and again in May 2026. No bids were received by the deadline;

WHEREAS, Jeramie Sorina of Kentucky Modern Housing Development, LLC submitted a request to purchase the property located at 1411 Burnett Street for One Dollar (\$1.00) to construct an energy-efficient 2-bedroom, 2-bath home on the vacant lot. The value of the proposed investment is approximately \$225,000, and the goal is to complete the project within 150 days of transfer of title; and

WHEREAS, the City desires to accept the proposal for sale to Jeramie Sorina of Kentucky Modern Housing Development LLC, in the amount of One Dollar (\$1.00).

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

SECTION 1. The Board of Commissioners hereby declares the property located at 1411 Burnett Street, Paducah, Kentucky to be surplus property as it relates to the operations of the City. Further, the Board of Commissioners hereby accepts the bid of Jeramie Sorina of Kentucky Modern Housing Development LLC in the amount of One Dollar (\$1.00) for the purchase of real property located at 1411 Burnett Street, Paducah, Kentucky. The deed shall contain a reversionary clause providing that title shall revert to the Urban Renewal and Community Development Agency if the project is not substantially completed in accordance with the submitted proposal within one (1) year of conveyance.

SECTION 2. The Mayor is hereby authorized to execute a deed and any necessary documents relating to same to complete the sale of the real property 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, June 23, 2026
Recorded by Lindsay Parish, City Clerk, June 23, 2026
\\mo\prop sale- 1411 Burnett Street

APPLICATION INFORMATION

ADDRESS	1411 Burnett Street
CASE NO.	SOA2026-0023
OWNER	City of Paducah
APPLICANT	Kentucky Modern Housing Development, LLC
AGENT	---
REQUEST	Sale of Asset
MEETIGN DATE	June 23, 2026

GENERAL SITE INFORMATION

CURRENT ZONING	R-4
CURRENT LAND USE	Vacant
COMPREHENSIVE PLAN	Neighborhood Conservation
CURRENT IMPROVEMENTS	None
FLOODPLAIN	No
PUBLIC UTILITIES	Power, gas, water
PUBLIC SERVICES	Paducah Fire, Paducah Police

SURROUNDING AREA INFORMATION

	SURROUNDING ZONING	SURROUNDING LAND USE
NORTH	R-3	Single-Family Home
SOUTH	R-3	Vacant Lot
EAST	R-3	Vacant Lot
WEST	M-1	Caldwell Park

GENERAL INFORMATION

The disposition of surplus or excess property is governed by City Code Section 2-668; which references KRS 82.083.

STAFF REPORT

ACQUISITION OF THE PROPERTY

The City of Paducah acquired this property in April 2018. The structure on the lot was demolished many years ago. The intended use at the time of acquisition was to hold for possible future expansion of the cemetery, however it has since been determined that this lot would not be used for that purpose and was added to the property available for development.

This property was advertised in February 2026 and again in May 2026 No bids were received by the deadline. KRS 82.083(5) states "If a city receives no bids for the real or personal property, either at public or electronic auction or by sealed bid the property may be disposed of, consistent with the public interest, in any manner deemed appropriate by the City. In those instances, a written description of the property, the method of disposal, and the amount of compensation, if any, shall be made."

DESCRIPTION OF THE PROPERTY:

1411 Burnett Street
PVA PIN 104-31-05-017
Lot Dimensions: 46' X 140'



DISPOSITION OF THE PROPERTY

Typically, it is in the best interest of the City to transfer ownership of underutilized

STAFF REPORT

parcels to a responsible citizen, thereby placing the property back on the tax rolls and eliminating the maintenance and liability costs. Property disposal method: Accept the sole offer and transfer as recommended by Planning Staff.

BID INFORMATION

BID #1	KY Modern Housing Development LLC	Bid Amount: \$1
	Jeramie Sorina of Kentucky Modern Housing Development LLC submitted a request to purchase the property at 1411 Burnett Street for \$1. He intends to construct an energy-efficient, 2-bedroom 2-bath home on the vacant lot. Landscaping will be provided upon completion of the home. The goal is completion of the project within 150 days of transfer of title. The value of the proposed investment is approximately \$225,000. Proof of financial ability to complete the project was provided,	

STAFF RECOMMENDATION

It is recommended that the Commission declare the property surplus, approve the request from Mr. Sorina, and authorize the transfer of the vacant lot for \$1, subject to the standard reversionary clause included in deeds for proposed development projects.

Agenda Action Form

Paducah City Commission

Meeting Date: June 23, 2026

Short Title: Approve expenditure for purchase of (CPAT) Candidate Physical Agility Test equipment - **S. KYLE**

Category: Municipal Order

Staff Work By: Steve
Kyle, David Denton
Presentation By: Steve
Kyle

Background Information: Applicants for the fire department are required to pass the candidate physical agility test prior to being hired. This test is not offered locally and to better serve local citizens, the fire department is purchasing the equipment to be able to hold the test in house. Fire department employees will also be trained to administer the test. This circumstance will better position the department to be able to host sessions when needed and not try to coordinate with the state to host sessions that will not be offered locally. The equipment being purchased can only be purchased from the vendor that certifies and trains personnel. The total cost of the equipment is \$74,895.80.

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: Project: Fire Extrication Tools

Account Number: FI0043--000--40000--40004

Staff Recommendation: Approve the purchase to be able to hold the CPAT physical agility test in-house.

Attachments:

1. MO purchase – CPAT Equipment 2026

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE SOLE SOURCE PURCHASE OF CANDIDATE PHYSICAL AGILITY TEST (CPAT) EQUIPMENT FROM CPAT DISTRIBUTION, INC. IN THE AMOUNT OF \$74,895.80, IN ACCORDANCE WITH KRS 45A.380, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, applicants for employment with the Paducah Fire Department are required to pass the Candidate Physical Agility Test (CPAT) prior to being hired; and

WHEREAS, the CPAT is not currently offered locally, and the purchase of CPAT equipment will allow the Paducah Fire Department to hold the test in-house and better serve local citizens and applicants; and

WHEREAS, Paducah Fire Department employees will be trained to administer the CPAT, allowing the department to host testing sessions as needed without coordinating with the Commonwealth to host sessions that are not offered locally; and

WHEREAS, the CPAT equipment can only be purchased from the vendor that certifies and trains personnel to administer the test; and

WHEREAS, pursuant to KRS 45A.380, the City has determined that competition is not feasible because there is a single source within a reasonable geographical area for the product and related certification and training services to be procured.

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

SECTION 1. That the City of Paducah hereby authorizes the sole source purchase of Candidate Physical Agility Test (CPAT) equipment from CPAT Distribution, Inc. in the amount of \$74,895.80, in accordance with KRS 45A.380.

SECTION 2. This expenditure shall be charged to Project: Fire Extrication Tools, Account Number FI0043 000 40000 40004.

SECTION 3. The Mayor is hereby authorized to execute all documents related to the purchase authorized in Section 1 above.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 23, 2026

Recorded by Lindsay Parish, City Clerk, June 23, 2026

\mo\purchase – CPAT Equipment 2026

Agenda Action Form

Paducah City Commission

Meeting Date: June 23, 2026

Short Title: Approve a Second Addendum to the Development Agreement with C.I.R.CO for the Kresge Lot Redevelopment - **L. PARISH**

Category: Municipal Order

Staff Work By: Lindsay Parish, Laura Cowles, Carol Gault
Presentation By: Lindsay Parish

Background Information: This Municipal Order approves a Second Addendum to the Development Agreement for the property located at 318 Broadway Street between the City of Paducah, C.I.R.CO Properties, LLC, and 314 Condominiums Association Corp.

The purpose of the Second Addendum is to extend the project completion timeline due to additional time needed for construction of the development. The amendment extends the deadline for substantial completion and opening of the development to the public from the timeline established in the original Development Agreement and First Addendum to June 1, 2027.

All other terms, conditions, obligations, and provisions of the Development Agreement dated April 12, 2024, and the First Addendum dated April 10, 2025, remain unchanged and in full force and effect.

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

If yes, please list the Commission Priority: Downtown.

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve.

Attachments:

1. MO & AGREE Second Addendum to Development Agreement – C.I.R.CO 318 Broadway – Kresge Site

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A SECOND ADDENDUM TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, C.I.R.CO PROPERTIES, LLC, AND 314 CONDOMINIUMS ASSOCIATION CORP. FOR THE PROPERTY LOCATED AT 318 BROADWAY STREET

WHEREAS, on June 11, 2024, the Board of Commissioners approved a Development Agreement with C.I.R.CO Properties, LLC, by Municipal Order No. 2907, declaring the property located at 324 Broadway (formerly known as 318 Broadway), Paducah, Kentucky, to be surplus property and authorizing the transfer of said property, contingent upon the Developer receiving the necessary permits from the City of Paducah; and

WHEREAS, the City, C.I.R.CO Properties, LLC, and 314 Condominiums Association Corp. subsequently entered into an Addendum to Development Agreement dated April 10, 2025; and

WHEREAS, the Developer requires additional time to complete construction of the development; and

WHEREAS, the parties desire to amend the Development Agreement and First Addendum to extend the deadline for substantial completion and opening of the development to the public to June 1, 2027; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to approve the Second Addendum to Development Agreement.

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

SECTION 1. Recitals. That the City of Paducah authorizes and directs the Mayor to execute a Second Addendum to the Development Agreement with C.I.R.CO Properties, LLC, and 314 Condominiums Association Corp., in substantially the form attached hereto and made a part hereof as Exhibit "A" together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Second Addendum not inconsistent with this Municipal Order and not substantially adverse to the City as may be approved by the Mayor.

SECTION 2. Effective Date. 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, June 9, 2026

Recorded by Lindsay Parish, City Clerk, June 9, 2026

MO\Second Addendum to Development Agreement – C.I.R.CO 318 Broadway – Kresge Site

EXHIBIT A

SECOND ADDENDUM TO DEVELOPMENT AGREEMENT

This Second Addendum to Development Agreement ("Second Addendum") is made and entered into on the ____ day of _____, 2026, by and between the CITY OF PADUCAH, KENTUCKY (the "City" or "City of Paducah"), C.I.R.CO PROPERTIES, LLC, a Kentucky limited liability company (the "Developer"), and 314 CONDOMINIUMS ASSOCIATION CORP., a Kentucky corporation (the "Association").

WHEREAS, the City and the Developer entered into a Development Agreement dated April 12, 2024, regarding development of a certain tract of vacant real estate located at 318 Broadway Street, Paducah, Kentucky (the "Property"); and

WHEREAS, the City, the Developer, and the Association entered into an Addendum to Development Agreement dated April 10, 2025 (the "First Addendum"); and

WHEREAS, the Developer requires additional time to complete construction of the Development, and the parties desire to extend the timeline for completion and opening of the Development; and

WHEREAS, the parties desire to formalize those modifications herein;

NOW, THEREFORE, in consideration of the foregoing premises, and for other valuable consideration, the legal adequacy and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Amendment to Development Timeline.** Notwithstanding any provision of the Development Agreement or First Addendum to the contrary, Developer shall substantially complete construction of the Development and shall cause the Development to be open and operational to the public on or before June 1, 2027.
2. **Extension of Completion Deadline.** The City hereby grants an extension of the completion deadline contained in Section A(5) of the Development Agreement and Term/Termination Section of the First Addendum. Compliance with the deadline set forth in Paragraph 1 of this Second Addendum shall constitute compliance with the Developer's obligations regarding completion of the Development.
3. **No Waiver of Other Obligations.** Except as expressly modified herein, all terms, conditions, covenants, obligations, rights, and remedies contained in the Development Agreement and First Addendum shall remain unchanged and in full force and effect.
4. **Binding Agreement/Authority.** The Developer and the Association agree to remain bound by the terms of the Development Agreement, the First Addendum, and this Second

Addendum, and represent that they have all necessary authority to enter into this Second Addendum.

5. **Ratification.** The parties acknowledge that, except as stated herein, all other terms of the Development Agreement and First Addendum shall remain in full force and effect and are hereby ratified and reaffirmed.

WITNESS the signatures of the parties on the date first above written.

DEVELOPER:

CITY:

C.I.R.CO PROPERTIES, LLC

CITY OF PADUCAH, KENTUCKY

By: _____
Andrew Hardin, Member

By: _____
George P. Bray, Mayor

By: _____
Blake Calhoun, Member

Date: _____

Date: _____

314 CONDOMINIUMS ASSOCIATION CORP.

By: _____
Blake Calhoun, President

By: _____
Jared Morgan, Vice President

Date: _____

Agenda Action Form

Paducah City Commission

Meeting Date: June 23, 2026

Short Title: Approve Contract with Youngblood Excavating & Contracting, LLC for the Clements St - Farley Place Sidewalk Project for an amount Not-To-Exceed \$205,000 - **G. GUEBERT**

Category: Municipal Order

Staff Work By: Melanie Townsend,
Hope Reasons
Presentation By: Greg Guebert

Background Information: On June 11, 2026, the Engineering Department opened and read aloud sealed bids for the Clement Street - Farley Place Sidewalk Project. Two (2) responsive and responsible bids were received, with Youngblood Excavating & Contracting, LLC submitting the lowest bid price.

This project is funded by Community Development Block Grant funding provided by the Department for Housing and Urban Development and administered by the Commonwealth of Kentucky. No matching funds are required.

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: CD0114

Account Number:

Staff Recommendation: To receive and file bids and authorize the Mayor to execute a contract with Youngblood Excavating & Contracting, LLC in an amount NTE \$205,000.00 for the Clements St - Farley Place Sidewalk Project.

Attachments:

1. Contract – Youngblood Excavating - Clements Street-Farley Place Sidewalk Project
2. AD-5.23.26
3. Bid opening_sign-in sheet_6.11.26
4. Clements-Farley Sidewalk Project_Bid Tab
5. YEC - Proposal_CDBG
6. YEC - Agreement Conc-CDBG

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A CONTRACT WITH YOUNGBLOOD EXCAVATING & CONTRACTING, LLC IN AN AMOUNT NOT TO EXCEED \$205,000 FOR THE CLEMENTS STREET-FARLEY PLACE SIDEWALK PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, on June 11, 2026, the Engineering Department opened and read aloud sealed bids for the Clements Street-Farley Place Sidewalk Project. Two (2) responsive and responsible bids were received, with Youngblood Excavating & Contracting LLC submitting the lowest bid price; and

WHEREAS, this project is funded by Community Development Block Grant funding provided by the Department for Housing and Urban Development and administered by the Commonwealth of Kentucky. No matching funds are required.

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

SECTION 1. The Board of Commissioners hereby approves the contract with Youngblood Excavating & Contracting, LLC, in an amount not to exceed \$205,000, and authorizes the Mayor to execute all documents related to same.

SECTION 2. This project will be paid from Account CD0114.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, June 23, 2026
Recorded by Lindsay Parish, City Clerk, June 23, 2026
MO\Contract – Youngblood Excavating – Clements Street-Farley Place Sidewalk Project

THE FINE PRINT

SPORTS ON TV

SCHEDULE SUBJECT TO CHANGE AND/OR BLACKOUTS SATURDAY, MAY 23

AUSTRALIAN RULES FOOTBALL (MEN'S)

4:30 A.M.
FS2 — AFL: Carlton at Port Adelaide
9:30 P.M.
FS2 — AFL: Brisbane at Greater Western Sydney

AUTO RACING

11 A.M.
APPLE TV — Formula 1: Sprint Race, Circuit Gilles Villeneuve, Montreal
12:30 P.M.
PRIME VIDEO — NASCAR Cup Series: Practice, Charlotte Motor Speedway, Concord, N.C.

1:40 P.M.
PRIME VIDEO — NASCAR Cup Series: Qualifying, Charlotte Motor Speedway, Concord, N.C.

3 P.M.
APPLE TV — Formula 1: Qualifying, Circuit Gilles Villeneuve, Montreal

3:30 P.M.
CBSN — IHRA: Triple Crown, Maple Grove Raceway, Mohnton, Pa.

4 P.M.
CW — NASCAR O'Reilly Auto Parts Series: Charbroil 300, Charlotte Motor Speedway, Concord, N.C.

BASKETBALL AFRICA LEAGUE

8 A.M.
NBATV — AI Ahly Ly at Club Africain
11 A.M.
NBATV — DAR City at Petro de Luanda

CHL HOCKEY

8 P.M.
NHLN — 2026 Memorial Cup: Everett vs. Chicomilco, Round Robin, Kelowna, Canada

COLLEGE BASEBALL

NOON
ACCN — Atlantic Coast Tournament: TBD, Semifinal, Charlotte, N.C.
SECN — Southeastern Tournament: TBD, Semifinal, Hoover, Ala.

2 P.M.
BTN — Big Ten Tournament: TBD, Semifinal, Omaha, Neb.

3 P.M.
ESPN — West Coast Tournament: TBD, Championship, Scottsdale, Ariz.

3:30 P.M.
SECN — Southeastern Tournament: TBD, Semifinal, Hoover, Ala.

4 P.M.
ACCN — Atlantic Coast Tournament: TBD, Semifinal, Charlotte, N.C.

6 P.M.
BTN — Big Ten Tournament: TBD, Semifinal, Omaha, Neb.

6:30 P.M.
ESPN2 — Big 12 Tournament: TBD, Championship, Surprise, Ariz.

ESPN — Southern Tournament: TBD, Championship, Greenville, S.C.

COLLEGE LACROSSE (MEN'S)

11 A.M.
ESPN2 — NCAA Tournament: Duke vs. Princeton, Semifinal, Charlottesville, Va.

1:30 P.M.
ESPN2 — NCAA Tournament: Syracuse vs. Notre Dame, Semifinal, Charlottesville, Va.

COLLEGE SOFTBALL

10 A.M.
ESPN — Women's College World Series: Georgia at Tennessee, Super Regional — Game 3 (if necessary)

11:30 A.M.
ABC — Women's College World Series: Florida vs. Texas Tech, Super Regional — Game 2, Gainesville, Fla.

NOON
ESPN — Women's College World Series: Oklahoma vs. Mississippi St., Super Regional — Game 2

2 P.M.
ESPN — Women's College World Series: Alabama vs. LSU, Super Regional — Game 2, Tuscaloosa, Ala.

4 P.M.
ESPN — Women's College World Series: Oklahoma St. at Nebraska, Super Regional — Game 3 (if necessary)

8 P.M.
ESPN2 — Women's College World Series: Arkansas vs. Duke, Super Regional — Game 2, Fayetteville, Ark.

6 P.M.
ESPN — Women's College World Series: Texas vs. Arizona St., Super Regional — Game 2, Austin Texas

8 P.M.
ESPN — Women's College World Series: UCLA vs. UCF, Super Regional — Game 2, Los Angeles

CYCLING

5 A.M.
TRUTV — UCI: Giro d'Italia, Stage 14

GOLF

8 A.M.
GOLF — PGA Tour Champions: Trophy Hassan II, Final Round, Royal Golf Dar Es Salam, Rabat, Morocco

NOON

GOLF — PGA TOUR: THE CJ CUP Byron Nelson, Third Round, TPC Craig Ranch, McKinney, Texas

2 P.M.
CBS — PGA TOUR: THE CJ CUP Byron Nelson, Third Round, TPC Craig Ranch, McKinney, Texas

son, Third Round, TPC Craig Ranch, McKinney, Texas

GOLF — DP World Tour: Soudal Open, Third Round, Rinkven International GC, Antwerp, Belgium (taped)

HORSE RACING

11:30 A.M.
FS1 — NYRA: America's Day at the Races

12:30 P.M.
FS2 — NYRA: America's Day at the Races

IHF HOCKEY (MEN'S)

5 A.M.
NHLN — 2026 IIHF World Championship Group Stage: Latvia vs. U.S., Group A, Zurich, Switzerland

9 A.M.
NHLN — 2026 IIHF World Championship Group Stage: Slovakia vs. Czechia, Group B, Fribourg, Switzerland

1 P.M.
NHLN — 2026 IIHF World Championship Group Stage: Norway vs. Sweden, Group B, Fribourg, Switzerland

MLB BASEBALL

3 P.M.
FS1 — Seattle at Kansas City (3:10 p.m.)

6 P.M.
FOX — Regional Coverage: L.A. Dodgers at Milwaukee (6:15 p.m.) OR St. Louis at Cincinnati (6:15 p.m.)

9 P.M.
MLBN — Regional Coverage: Texas at L.A. Angels (9:05 p.m.) OR Colorado at Arizona (9:10 p.m.)

NBA BASKETBALL

7 P.M.
ABC — Eastern Conference Final: New York at Cleveland, Game 3

NHL HOCKEY

6 P.M.
TNT — Western Conference Final: Montreal at Carolina, Game 2

TRUTV — Western Conference Final: Montreal at Carolina, Game 2

RUGBY (MEN'S)

1 A.M. (SUNDAY)
FS2 — NRL: South Sydney at North Queensland

SOCCER (MEN'S)

1 P.M.
ESPN — German Cup: Bayern Munich vs. VfB Stuttgart, Final, Berlin

1:30 P.M.
FOX — MLS: Austin at St. Louis

6:30 P.M.
CBSN — USL Championship: Brooklyn at Rhode Island

SOCCER (WOMEN'S)

11 A.M.
CBSN — UEFA Champions League: Barcelona vs. Lyonnes, Oslo, Norway

3 P.M.
ION — NWSL: North Carolina at Louisville

5:30 P.M.
ION — NWSL: Denver at Utah

ION — NWSL: Angel City at Houston

8:30 P.M.
CBSN — CONCACAF Champions League: Club America vs. Washington, Final, Pachuca, Mexico

SWIMMING

3:30 P.M.
NBC — TYR: Pro Swim Series, Sacramento, Calif.

TENNIS

7 A.M.
TENNIS CHANNEL — Hamburg-ATP, Geneva-ATP, Strasbourg-WTA, & Rabat-WTA Finals

4 A.M. (SUNDAY)
TENNIS CHANNEL — Roland Garros - Live; Men's & Women's 1st Round

5 A.M. (SUNDAY)
TENNIS CHANNEL — Roland Garros - Live; Men's & Women's 1st Round

7 P.M.
TNT — ATP/WTA: French Open, First Round, Paris

TRUTV — ATP/WTA: French Open, First Round, Paris

UFL FOOTBALL

2 P.M.
ABC — Birmingham at Columbus

WNBA BASKETBALL

NOON
CBS — Minnesota at Chicago

CBS — Los Angeles at Las Vegas

PRO TENNIS

ATP WORLD TOUR HAMBURG EUROPEAN OPEN RESULTS

FRIDAY

AT WIMBLEDON ROT-WEISS TENNIS CLUB HAMBURG, GERMANY

PURSE: €2,219,670

SURFACE: RED CLAY (SEEDINGS IN PARENTHESES)

WOMEN'S SINGLES SEMIFINALS

Ignacio Buse, Peru, def. Aleksandar Kovacevic, United States, 6-1, 6-4.

Tommy Paul (6), United States, def. Alex de Minaur (5), Australia, 2-6, 6-3, 6-3.

MEN'S DOUBLES SEMIFINALS

Fabien Reboul and Sadio Doubmba,

France, def. Jakob Schnaitter and Mark Wallner, Germany, 6-7 (4), 6-3, 10-5.

WTA INTERNATIONAUX DE STRASBOURG RESULTS

FRIDAY

AT STRASBOURG TENNIS CLUB STRASBOURG, FRANCE

PURSE: €1,049,083

SURFACE: RED CLAY (SEEDINGS IN PARENTHESES)

WOMEN'S SINGLES SEMIFINALS

Emma Navarro, United States, def. Ann Li, United States, 6-1, 6-3.

Victoria Mboko (1), Canada, def. Jaqueline Cristian, Romania, 7-6 (3), 3-6, 6-2.

WOMEN'S DOUBLES SEMIFINALS

Gabriela Dabrowski, Canada, and Luisa Stefani (1), Brazil, def. Ekaterina Alexandrova, Russia, and Anna Danilina, Kazakhstan, 7-5, 6-4.

ATP WORLD TOUR GENEVA OPEN RESULTS

FRIDAY

AT TENNIS CLUB DE GENEVE-AUX-VIVES GENEVA

PURSE: €612,620

SURFACE: RED CLAY (SEEDINGS IN PARENTHESES)

MEN'S SINGLES SEMIFINALS

Mariano Navone, Argentina, def. Casper Ruud (6), Norway, 7-5, 6-2.

Learner Tien (4), United States, def. Alexander Bublik (2), Kazakhstan, 6-1, 4-6, 7-6 (5).

MEN'S DOUBLES SEMIFINALS

Romain Arneodo, Monaco, and Marc Polmans, Australia, def. Robin Haase, Netherlands, and Constantin Frantzen, Germany, 7-6 (4), 6-2.

Michael Venus, New Zealand, and Yuki Bhambhani (3), India, def. Adam Pavlasek and Patrik Rikl, Czechia, 7-5, 6-3.

DEALS

MAJOR LEAGUE BASEBALL AMERICAN LEAGUE

BOSTON RED SOX — Optioned RHP Zack

Kelly to Worcester (IL). Selected the contract of RHP Tayron Guerrero from Worcester.

Transferred RHP Kutter Crawford to the 60-day IL.

CLEVELAND GUARDIANS — Reinstated RHP Peyton Pallette from the paternity list. Optioned RHP Codi Heuer to Columbus (IL).

DETROIT TIGERS — Placed RHP Burch Smith on the 15-day IL. Recalled RHP Brennan Hanifee from Toledo (IL).

HOUSTON ASTROS — Optioned RHP Jayden Murray to Sugar Land (PCL). Selected the contract of RHP Alimber Santa from Sugar Land.

KANSAS CITY ROYALS — Recalled 2B Tyler Tolbert from Omaha (IL). Agreed to terms with RHP Luke Jackson on a minor league contract. Designated C Elias Diaz for assignment.

LOS ANGELES ANGELS — Transferred LHP Yusei Kikuchi to the 60-day IL. Placed 3B Yoán Moncada on the 10-day IL. Optioned LF Josh Lowe to Salt Lake (PCL). Selected the contract of 2B Donovan Walton and OF Wade Meckler from Rocket City (SL).

MINNESOTA TWINS — Placed 3B Tristan Gray on the paternity list. Recalled RF Gabriel Gonzalez from St. Paul (IL).

NEW YORK YANKEES — Optioned RF Spencer Jones and RHP Yovanny Cruz to Scranton/Wilkes-Barre (IL).

SEATTLE MARINERS — Optioned RF Connor Joe to Tacoma (PCL). Reinstated RF Victor Robles from the 10-day IL.

TEXAS RANGERS — Agreed to terms with RHP Joe Ross on a minor league contract. Sent 3B Cody Freeman to Frisco (TL) on a rehab assignment.

NATIONAL LEAGUE

ATLANTA BRAVES — Sent RF José Azócar outright to Gwinnett (IL).

CHICAGO CUBS — Placed RF Matt Shaw on the 10-day IL retroactive to May 20. Recalled 2B Pedro Ramirez from Iowa (IL).

CINCINNATI REDS — Reinstated 3B Eugenio Suárez from the 10-day IL. Placed 3B Ke'Bryan Hayes on the 10-day IL retroactive to May 21.

NEW YORK METS — Sent RHP Kodai Senga to St. Lucie (FSL) on a rehab assignment. Designated RHP Craig Kimbrel for assignment. Recalled RHP Jonah Tong from Syracuse (IL).

PITTSBURGH PIRATES — Agreed to terms with RHP Ashton Kennedy on a minor league contract.

SAN FRANCISCO GIANTS — Sent RHP Logan Webb to Sacramento (PCL) on a rehab assignment.

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ADVERTISEMENT FOR BIDS

The City of Paducah Engineering Department will receive sealed bids for the City of Paducah's "Clements St - Farley Place Sidewalk Project" on Thursday, June 11, 2026, 2:00 P.M.CST. All Bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky.

This project consists of the replacement of sidewalks along Clements Street and Farley Place.

This project is funded in part or in whole through Community Development Block Grant funding received through the US Department of Housing and Urban Development, and will require the Contractor and all Sub-Contractors employed by the Contractor to strictly comply with all Federal, State, and local laws and regulations.

Copies of Plans and Specifications may be obtained at City of Paducah website under "Request for Bids or Proposals" www.paducahky.gov

Paducah Blueprint www.padblue.com

AGC of Western Kentucky www.agcwkky.org

By email from mtownsend@paducahky.gov

A PRE-BID MEETING will be held at the City of Paducah Commission Chambers on Thursday, May 28, 2026, at 2:00 p.m. CST. The City strongly encourages all interested parties to attend.

CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT

Clements St - Farley Place Sidewalk Project
Thursday, June 11, 2026 2:00 p.m.

No.	Company/Business Name	Printed Name	Contact Phone Number	Contact E-Mail
1	HARPER CONST.	Tim Berry	(270) 519-0156	tberry@harperc.com
2	VEC. LLC	Kevin Kell	270 7059744	Kevin@vecLLC.com
3	Warrior Contracting	Tim Waters	270 625-0763	tim@Warriorcontractinginc.com
4	CoPaducah	Melanie Townsend	270.444.8511	mtownsend@paducahky.gov
5	City of Paducah	Grey Guebert	(270) 444-8511	gguebert@paducahky.gov
6	C.O.P.	Andy Sheehan	270-444-8511	asheehan@paducahky.gov
7				
8				
9				
10				

**CITY OF PADUCAH
ENGINEERING DEPARTMENT
CLEMENTS ST - FARLEY PLACE SIDEWALK PROJECT**

**BID DATE OPENING: APRIL 11, 2026
LOWEST RESPONSIVE BID**

Youngblood Excavating & Contracting
111 Pioneer Industrial Drive
Mayfield, KY 42066

Clements Street
\$384,850.00

Farley Place
\$ 174,225.00 Responsive & Lowest Price Bidder

Harper Construction
4020 Cairo Road
Paducah, KY 42001

\$415,900.00

\$ 214,550.00

**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

BID PROPOSAL – CLEMENTS ST-FARLEY PLACE SIDEWALK PROJECT

Proposal of Youngblood Excavating & Contracting, LLC

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

(state) and doing business as LLC *, as

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

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

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, materials, equipment, tools and services necessary to complete the **City of Paducah's Clements St-Farley Place Sidewalk Project** in accordance with the specifications and other contract documents prepared by the City Engineering Department, at the prices stated below.

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

Bid prices shall begin upon the execution of the contract. Bid prices are firm and will not be altered during the contract period. Bids shall include sales tax and all other applicable taxes and fees.

Security in the sum of **Five Thousand Dollars (\$5,000.00)**, in the form of a Bid Bond or cashier's check, is submitted herewith in accordance with the Specifications. This Security is furnished to the Owner as a guarantee that the agreement will be executed and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned.

If Notice of Award is given to the Bidder within Fourteen (14) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract in the prescribed form and furnish the required bonds within ten (10) days after the Contract is presented for signature.

The confidential Bidder's Affidavit has been attached indicating the Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth. Additionally, the Non-Collusion Certification has been attached indicating the Bidder has not directly or indirectly participated in any collusion in connection with this Bid Proposal.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed. The contract time period will conclude on August 31, 2026.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

BID PROPOSAL:

CONCRETE REMOVAL AND REPLACEMENT: CLEMENTS ST

ITEM NO	DESCRIPTION	EST. UNIT TOTAL	UNIT	UNIT BID PRICE	TOTAL BID PRICE
1	Concrete Sidewalk (Remove & Construct)	1850	S.Y.	\$ 134.00	\$ 247,900
2	Concrete Handicap Ramp	100	S.Y.	\$ 140.00	\$ 14,000
3	Concrete Curb and Gutter	250	L.F.	\$ 60.00	\$ 15,000
4	Concrete Entrance Pavement – 6" (Residential)	150	S.Y.	\$ 145.00	\$ 21,750
5	Concrete Entrance Pavement – 8" (Commercial)	200	S.Y.	\$ 155.00	\$ 31,000
6	Deep Saw Cut	500	L.F.	\$ 6.00	\$ 3,000
7	Concrete Header Curb – 12"	250	L.F.	\$ 55.00	\$ 13,750
8	Retaining Wall Removal	1000	L.F.	\$ 26.00	\$ 26,000
9	Sidewalk Removal – No Replacement	150	S.Y.	\$ 83.00	\$ 12,450

TOTAL MULTIPLIED AMOUNT: 384,850.00

CONCRETE REMOVAL AND REPLACEMENT: FARLEY PLACE

ITEM NO	DESCRIPTION	EST. UNIT TOTAL	UNIT	UNIT BID PRICE	TOTAL BID PRICE
1	Concrete Sidewalk (Remove & Construct)	1100	S.Y.	\$ 134.00	\$ 147,400
2	Concrete Handicap Ramp	50	S.Y.	\$ 140.00	\$ 7,000
3	Concrete Curb and Gutter	50	L.F.	\$ 60.00	\$ 3,000
4	Concrete Entrance Pavement – 6" (Residential)	75	S.Y.	\$ 145.00	\$ 10,875
5	Concrete Entrance Pavement – 8" (Commercial)	0	S.Y.	\$	\$ 0
6	Deep Saw Cut	100	L.F.	\$ 6.00	\$ 600
7	Concrete Header Curb – 12"	50	L.F.	\$ 55.00	\$ 2,750
8	Retaining Wall Removal	100	L.F.	\$ 26.00	\$ 2,600
9	Sidewalk Removal – No Replacement	0	S.Y.	\$	\$ 0

TOTAL MULTIPLIED AMOUNT: 174,225.00

The Successful Bidders Unit Bid Prices for Concrete Removal and Replacement will be utilized for the Contract Prices. Bidder understands that the City will not guarantee any quantity of work nor, a total Contract amount.

ADDENDUM:

The undersigned hereby acknowledges receipt of the following Addenda (if any):

Addendum No. 1 Dated: 05/22/2026
Addendum No. 2 Dated: 05/28/2026
3 06/05/2026

ATTACHMENTS REQUIRED:

1. Bid Bond in amount of \$5,000
2. Bidder's Required Certifications Affidavit signed and notarized
3. All additional information as required within the technical specifications

CONCRETE SUPPLIER:

Name of Concrete Supplier Southern Concrete

BID DOCUMENTS:

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

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid. Additionally, the Bidder has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be performed.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: Youngblood Excavating & Contracting, LLC

BY: Kevin Bell DATE: 06/04/2026

TITLE: Project Manager

ADDRESS: 111 Pioneer Industrial Drive, Mayfield, KY 42066

PHONE: 270-247-1400 FAX: _____

CELL PHONE: 270-705-9744 E-MAIL: kevin@yecllc.com kellyjo@yecllc.com

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 20-2519809

KENTUCKY STATE REGISTRATION NUMBER: 258654

CITY OF PADUCAH BUSINESS LICENSE NUMBER: 4472

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

CLEMENTS ST-FARLEY PLACE SIDEWALK PROJECT

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

1. **NON-COLLUSION**

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

2. **WORKERS' COMPENSATION AFFIDAVIT**

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

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

3. **CAMPAIGN FINANCE LAWS**

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

4. **KRS 45A.343**

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

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

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


5. **KY DEPT OF REVENUE**

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

6. **STATE TAXES AND FEES**

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


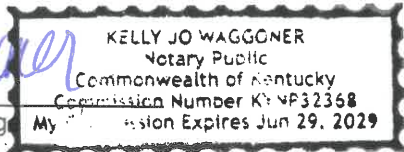
Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky is reasonably relying upon these statements in making a decision for contract award and any failure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

Signature: 
Printed Name: Kevin Kell
Title: Project Manager
Company: Youngblood Excavating & Contracting, LLC
Date: 06/04/2026

STATE OF Kentucky)
COUNTY OF Graves)

The foregoing instrument was sworn to and acknowledged before me this 11 day of June, 2026 by Kevin Kell, Project Manager (title) of Youngblood Excavating & Contracting, LLC (Name of Company).

My commission expires: 06/29/2029


Kelly Jo Waggoner
Notary Public, State at Large


#KYNP32368

SEAL

 **AIA** Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Youngblood Excavating & Contracting, LLC

111 Pioneer Industrial Dr
Mayfield, KY 42066

OWNER:

(Name, legal status and address)
City of Paducah
City Hall, 300 South 5th St.
Paducah, KY 42003

BOND AMOUNT: \$5,000.00

SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
One West Nationwide Blvd, 1-14-301
Columbus, OH 43215

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

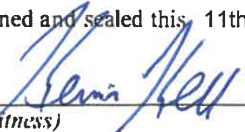
Clements St - Farley Place Sidewalk Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of June 2026


(Witness)

Youngblood Excavating & Contracting, LLC

(Principal) 

Nationwide Mutual Insurance Company

(Surety) 

(Title) Lakala Carter, Attorney-in-Fact


(Witness) Emma Harvey



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
AUDREY K FONES; EMMA K HARVEY; KENNY ALBERT; LAKALA CARTER; MELISSA PROPST; STEVEN M BAAS

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Kam
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

[Handwritten signature of Karen L. Kam]
Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 11th day of June, 2026.

[Handwritten signature of Lezlie F. Chimienti]
Assistant Secretary



Certificate No.
A - 2026
03419

REVISED

Certificate of Eligibility

Issued By

Commonwealth of Kentucky
Transportation Cabinet

This certifies that **YOUNGBLOOD EXCAVATING & CONTRACTING LLC**
111 PIONEER INDUSTRIAL DR
MAYFIELD, KY 42066

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of **\$42,691,391**. This certificate which expires **December 31, 2026** is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

Types of Work

- A GRADE AND DRAIN
- E1 BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN
- E2 BRIDGES NOT MORE THAN 100 FT. CLEAR SPAN
- I27 DEMOLITION
- I33 UTILITIES
- I37 TRAFFIC CONTROL

Date issued: **May 19, 2026**

By

State Highway Engineer
Department of Highways

City of Paducah, Kentucky
Engineering Department

“CLEMENTS ST – FARLEY PLACE SIDEWALK PROJECT”

**ADDENDUM NO. 1
May 22, 2026**

This document is an Amendment of the Plans and Specifications for “CLEMENTS ST – FARLEY PLACE SIDEWALK PROJECT” and shall be a part of and included in the Contract. When the Addendum conflicts with the original Specifications and/or Drawings, this Addendum shall govern.

Section 00310: replaced as attached
Section 04300: replaced as attached
Map of project area attached

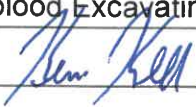
Confirmation: Bidders shall Acknowledge Receipt of this Addendum by signing the last sheet of this Addendum and returning to this office via e-mail at mtownsend@paducahky.gov

City of Paducah

Greg Guebert, P.E.
City Engineer

CONFIRMATION

BIDDERS shall Acknowledge Receipt of This Addendum by Signing below and returning to this office via e-mail mtownsend@paducahky.gov.

BIDDER: Youngblood Excavating and Contracting LLC
BY: Kevin Kell  DATE: 6/2/2026
TITLE: Project Manager

City of Paducah, Kentucky

Engineering Department

“CLEMENTS ST – FARLEY PLACE SIDEWALK PROJECT”

ADDENDUM NO. 2

May 28, 2026

This document is an Amendment of the Plans and Specifications for “CLEMENTS ST – FARLEY PLACE SIDEWALK PROJECT” and shall be a part of and included in the Contract. When the Addendum conflicts with the original Specifications and/or Drawings, this Addendum shall govern.

Pre-bid meeting questions:

- Straw will NOT be allowed in the ROW, excelsior matting must be used with backfill and seeding.
- Reconstructed sidewalk elevation will be based off the existing curb and gutter.
- The only curb and gutter will be adjacent to handicap ramps.
- Entrance will only be replaced at the back of the entrance at a 2% grade.
- Backfill for entrance will be an in-kind repair.
- No drain boxes to be replaced.
- City will handle fences outside this contract.
- No trees will be impacted.
- Asphalt cut and patch will be incidental.
- Project is funded with CDBG funds requiring Prevailing Wages, weekly certified payrolls, and Buy America Build America requirements.
- Federal funds require a project board with all the federal required postings
- The project must be completed by August 31, 2026, due to funding requirements.
- Total project funding will be shared with the accepted bidder after award of contract.

Confirmation: Bidders shall Acknowledge Receipt of this Addendum by signing the last sheet of this Addendum and returning to this office via e-mail at mtownsend@paducahky.gov

City of Paducah

Greg Guebert, P.E.
City Engineer

CONFIRMATION

BIDDERS shall Acknowledge Receipt of This Addendum by Signing below and returning to this office via e-mail mtownsend@paducahky.gov.

BIDDER: Youngblood Excavating & Contracting, LLC

BY: Kelly Jo Waggoner DATE: 06/04/2026

TITLE: Construction Administrator

City of Paducah, Kentucky
Engineering Department

“CLEMENTS ST – FARLEY PLACE SIDEWALK PROJECT”

**ADDENDUM NO. 3
June 5, 2026**

This document is an Amendment of the Plans and Specifications for “CLEMENTS ST – FARLEY PLACE SIDEWALK PROJECT” and shall be a part of and included in the Contract. When the Addendum conflicts with the original Specifications and/or Drawings, this Addendum shall govern.

Questions received:

1. **Will the Bidding Contractor be required to purchase a proposal from Paducah Blueprint?**
 - a. No. The whole thing is available on our website.
2. **Where does the contractor list subcontractors?**
 - a. By attaching KYTC prequalification certificates for a subcontractor, the contractor is identifying those as subcontractors. Only those subcontractors identified by prequalification certificates may be used on the job.

Confirmation: Bidders shall Acknowledge Receipt of this Addendum by signing the last sheet of this Addendum and returning to this office via e-mail at mtownsend@paducahky.gov

City of Paducah



Melanie Townsend
Engineering Project Manager

CONFIRMATION

BIDDERS shall Acknowledge Receipt of This Addendum by Signing below and returning to this office via e-mail mtownsend@paducahky.gov.

BIDDER: Youngblood Excavating & Contracting, LLC

BY: Kelly Jo Waggoner DATE: 06/04/2026

TITLE: Construction Administrator

**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

AGREEMENT FOR CLEMENTS ST – FARLEY PLACE SIDEWALK PROJECT

THIS AGREEMENT, made this 23 day of June, 2026, by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and YOUNGBLOOD EXCAVATING AND CONTRACTING, LLC, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the **CLEMENTS ST – FARLEY PLACE SIDEWALK PROJECT**. All Work shall be in accordance with this Agreement, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the Engineering Department of the City of Paducah shall, in all respects, be acting as both Engineer and agent for the Owner, City of Paducah. All work done by the Contractor shall be completed under the general supervision of the Engineer or designated representative.

ARTICLE 2. CONTRACT TIME

This Contract shall be binding upon the City and the Contractor, his partners, successors, assigns, and legal representatives for the contract time ending August 31, 2026. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract at the rates listed below for Concrete Removal and Replacement Work and Excavation Work as quoted in the Bid Proposal by the Contractor dated June 11, 2026, which shall constitute full compensation for the work and services authorized herein. Contract prices are firm and will not be altered during the contract period. The Contractor agrees that the project has a Not-To-Exceed cost of \$205,000.00.

Bid prices shall begin upon the execution of this Agreement. Bid prices are firm and will not be altered during the contract period. The Bidder agrees that no minimum amount of purchase shall be required. Bids shall include sales tax and all other applicable taxes and fees.

Concrete Removal and Replacement Unit Prices- Clements St

ITEM NO	DESCRIPTION	EST. UNIT TOTAL	UNIT	UNIT BID PRICE	TOTAL BID PRICE
1	Concrete Sidewalk (Remove & Construct)		S.Y.	\$134	\$
2	Concrete Handicap Ramp		S.Y.	\$140	\$
3	Concrete Curb and Gutter		L.F.	\$60	\$
4	Concrete Entrance Pavement – 6” (Residential)		S.Y.	\$145	\$
5	Concrete Entrance Pavement – 8” (Commercial)		S.Y.	\$155	\$
6	Deep Saw Cut		L.F.	\$6	\$
7	Concrete Header Curb – 12”		L.F.	\$55	\$
8	Retaining Wall Removal		L.F.	\$26	\$
9	Sidewalk Removal- No replacement		S.Y.	\$83	

Concrete Removal and Replacement Unit Prices- Farley Place

ITEM NO	DESCRIPTION	EST. UNIT TOTAL	UNIT	UNIT BID PRICE	TOTAL BID PRICE
1	Concrete Sidewalk (Remove & Construct)		S.Y.	\$134	\$
2	Concrete Handicap Ramp		S.Y.	\$140	\$
3	Concrete Curb and Gutter		L.F.	\$60	\$
4	Concrete Entrance Pavement – 6” (Residential)		S.Y.	\$145	\$
5	Concrete Entrance Pavement – 8” (Commercial)		S.Y.	\$	\$
6	Deep Saw Cut		L.F.	\$6	\$
7	Concrete Header Curb – 12”		L.F.	\$55	\$
8	Retaining Wall Removal		L.F.	\$26	\$

ARTICLE 4. PROGRESS PAYMENTS

The Contractor may submit each month, and no more than once a month, a Request for Payment for Work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty, (30) days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent (10%) retainage may be held until final completion and acceptance of the work.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due sixty, (60) days after substantial completion of the work, provided the work will then be fully completed and the Contract fully performed in accordance with the specifications.

ARTICLE 6. THE CONTRACT DOCUMENTS

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

IN WITNESS WHEREOF:

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

CONTRACTOR

BY _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

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

Agenda Action Form

Paducah City Commission

Meeting Date: June 23, 2026

Short Title: Approve a Contract for Services with Paducah Main Street in an amount of \$65,000 for the 32nd BBQ on the River - **C. GAULT**

Category: Municipal Order

Staff Work By:
Presentation By:

Background Information:

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: Main Street

Account Number: 24000401 580825

Staff Recommendation:

Attachments:

1. MO agree- Paducah Main Street - 2026 BBQOTR
2. Contract For Services - Main Street (Draft Version 2)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND PADUCAH DOWNTOWN DEVELOPMENT, INC. FOR BBQ ON THE RIVER 2026, IN THE AMOUNT OF \$65,000, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

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

SECTION 1. That the City hereby authorizes and approves an Agreement with Paducah Downtown Development, Inc. (operating under the assumed name of Paducah Main Street or “Main Street”) in the amount of \$65,000 for BBQ On The River 2026 and authorizes the Mayor to execute said agreement.

SECTION 2. The total contract amount shall be paid in two (2) equal installments of \$32,500, with the first installment to be paid before June 30, 2026, and the second installment to be paid upon successful completion of the event. These payments shall be funded from Account Number 24000401 580900. The City Manager is hereby authorized to utilize Administrative Contingency funds in FY26 to facilitate the first payment. The second payment shall be budgeted in FY27.

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, June 23, 2026
Recorded by Lindsay Parish, City Clerk, June 23, 2026

\\MO\agree- Paducah Main Street 2026 BBQOTR

CONTRACT FOR SERVICES

This Contract for Services, effective this ___ day of June, 2026 by and between the **CITY OF PADUCAH** ("City") and **PADUCAH DOWNTOWN DEVELOPEMNT INC.**, (operating under the assumed name of Paducah Main Street or "Main street"), a Kentucky non-profit corporation.

WITNESSETH:

WHEREAS, Main Street is a nonprofit organization committed to maintaining a vibrant downtown experience in Paducah, Kentucky; and

WHEREAS, Main Street will be facilitating the 32nd Annual BBQ on the River Festival on September 24-26, 2026; and

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

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

SECTION 1: TERM The term of this contract for services shall be from the effective date of the contract written above until December 31, 2026.

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

SECTION 3: OPERATIONS PAYMENT The City shall, upon receipt of invoices, pay Main Street a total of Sixty-Five Thousand dollars (\$65,000), payable in two (2) equal installments of \$32,500 each, with the first installment to be paid before June 30, 2026, and the second installment to be paid upon successful completion of the festival. In the event that this contract for services is terminated, City shall not be obligated to make any further payments.

SECTION 4: OBJECTIVES AND SERVICES

By October 31, 2026, Main Street will host, coordinate and manage the 32nd Annual BBQ on the River Festival to raise funds for local nonprofit organizations, employ or contract a Festival Coordinator to facilitate same and maintain a BBQ on the River website, which shall be included in City's festival assets as further described in Section 5. Main Street shall protect and foster the origins of the festival by utilizing identifiable judging rules, requirements and scoring criteria, along with meat purchases from a sole source, official festival meat provider.

SECTION 5: FESTIVAL ASSETS

City is the sole owner of certain festival assets related to the promotion, production, operation and management of the Annual BBQ on the River Festival, which are more specifically described on Schedule A attached hereto and incorporated herein. City will provide Main Street with a revocable license to use these festival assets for the operation and management of the festival. Main Street accepts and receives the assets in “as is” condition and, when requested, shall return the assets to City, with reasonable wear and tear expected. City shall be responsible for insuring the festival assets. Main Street is responsible for storing the assets. Main Street will allow City to inspect or use the festival assets upon 30 days prior notice. This license shall terminate automatically when Main Street ceases to manage the festival, or this contract terminates or ends.

SECTION 6: ACCOUNTING

- (A) Main Street shall be responsible for all accounting, payroll, and financial management of the festival.
- (B) Prior to December 31, 2026, Main Street shall supply a financial statement for its nonprofit corporation to the City.
- (C) Prior to December 31, 2026, Main Street shall furnish to the City a final report that details the expenditure of the funds and outcomes achieved from the festival for the purposes specified in Section 4.
- (D) City and Main Street both acknowledge that the description of the festival assets included in Schedule A can be improved. Accordingly, during Main Street’s first year of management of the festival, Main Street shall inventory the City’s festival assets in greater detail and with greater specificity. Prior to December 31, 2026, Main Street shall furnish to the City a proposed, new Schedule A of the festival assets owned by the City.

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

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

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

CITY OF PADUCAH

George Bray
Mayor

PADUCAH DOWNTOWN DEVELOPMENT, INC.

David Wilkins
President

DRAFT

SCHEDULE A

CITY OWNED FESTIVAL ASSETS

Physical Assets:

Festival infrastructure including tents, signage décor, electrical & plumbing equipment
Storage containers and all contents
Inventory and tools
Printed materials, maps, planning binders, and records

Brand & Intellectual Property:

All festival names, business names and trade name associated with the festival, including any websites, trademarks, service marks, patents, copyrights, or domain names associated with festival (BBQ on the River/BBQ Off the River and variations)
Logos, branding, and design materials
Photos, videos, graphics, and written content
Marketing copy and creative assets
Goodwill and reputation tied to the festival

Digital Assets:

Websites and domain names
Hosting accounts and backend access
All social media accounts (e.g. Facebook) on whatever platform, account/page name & handle, U.R.L's, account administrators, along with followers and/or subscribers, content and analytical data associated with the festival (including, but not limited to those listed as "BBQ on the River, Barbeque on the River, and/or BBOTR)

Historical and Operational Records:

Financial Reports
Sponsorship history
Vendor, nonprofit, and volunteer records
Event layouts and production timelines
Permitting and compliance history
Incident and risk management records

Databases and Contacts:

Vendor and sponsor list
BBQ team records
Volunteer and nonprofit contacts
Media and press list

Marketing Materials:

Ad's, press releases, media kits
Promotional photos and videos
Printed and digital marketing materials

Contracts and relationships:

Transferable contract and permits

Agenda Action Form

Paducah City Commission

Meeting Date: June 23, 2026

Short Title: Authorize a Memorandum of Understanding Between City and PVA for calculation of 911 Parcel Fee - **E. STUBER**

Category: Ordinance

Staff Work By: Eric Stuber,
Michelle Smolen
Presentation By: Eric Stuber

Background Information: On June 25, 2024 the commission adopted ordinance 2024-06-8816 which establishes and imposes a fee on all occupied real estate parcels located within the territorial limits of the city of Paducah to facilitate funding for the provision of joint 911 services.

On March 24, 2026 the commission adopted ordinance 2026-03-8872 which amends the previous ordinance which updates language for eligible units (occupiable) as well as classifies medical facilities as commercial facilities.

Section 1 of ordinance 2026-03-8872 outlines that the McCracken County Property Valuation Administration's (PVA) records are used for the classification of parcels.

For the past two years, the Technology Department has used the PVA's records and manually calculated the E911 parcel fee for the roughly 13,000 parcels in the territorial limits of the city of Paducah.

The PVA approached the City and County and suggested since they maintain the property records and provide the import file to us for property taxes, that he could also calculate the parcel fee and add it to the import file which would reduce the amount of time it takes for the City to receive, calculate, verify, and import that tax file into our system.

The PVA suggested a \$0.04 per parcel fee for performing this work. The estimated annual cost would be \$520.

Because the PVA cannot collect revenue without an Interlocal Agreement or Memorandum of Understanding, City counsel has prepared an MOU that documents the terms of an agreement between the City and PVA for services to be provided by PVA to the City which will assist in the facilitation of the 911 service fee assessment and collection process.

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

Communications Plan:

Funds Available: Account Name: Technology Computer Software Maintenance

Account Number: 10000501-522020

Staff Recommendation: Authorize a Memorandum of Understanding Between City and PVA for calculation of 911 Parcel Fee

Attachments:

1. ORD & MOU – 911 Parcel Fee PVA

ORDINANCE NO. 2026-____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PADUCAH AND THE McCracken County Property Valuation Administrator FOR SERVICES RELATED TO THE CITY'S 911 PARCEL FEE PROGRAM

WHEREAS, the City of Paducah adopted Ordinance No. 2024-06-8816 establishing a parcel fee to facilitate funding for the provision of 911 emergency communications services; and

WHEREAS, the City of Paducah adopted Ordinance No. 2026-03-8872 amending the 911 Parcel Fee Ordinance and providing that parcel classifications shall be determined from the records of the McCracken County Property Valuation Administrator ("PVA"); and

WHEREAS, the McCracken County Property Valuation Administrator maintains property records and possesses the information necessary to identify and classify parcels subject to the City's 911 Parcel Fee; and

WHEREAS, the PVA has proposed providing services to assist the City with the assessment, classification, calculation, and administration of the City's 911 Parcel Fee program; and

WHEREAS, the City and the PVA desire to enter into a Memorandum of Understanding establishing the duties and responsibilities of each party and providing for reimbursement to the PVA in the amount of four cents (\$0.04) per parcel located within the City of Paducah; and

WHEREAS, the City Commission finds that entering into the Memorandum of Understanding will promote efficiency in the administration of the City's 911 Parcel Fee program and serve the public interest.

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

SECTION 1. The Mayor is hereby authorized to execute a Memorandum of Understanding between the City of Paducah and the McCracken County Property Valuation Administrator for services related to the administration of the City's 911 Parcel Fee program, substantially in the form attached hereto (Exhibit A) and incorporated herein by reference.

SECTION 2. The City shall compensate the McCracken County Property Valuation Administrator in accordance with the terms of the Memorandum of Understanding from appropriated funds available within the City's budget.

SECTION 3. The Mayor, City Clerk, Finance Director, and all other appropriate City officials are hereby authorized to take such actions as may be necessary to carry out the intent and purpose of this Ordinance and the Memorandum of Understanding authorized herein. Payment shall be made from Technology Computer Software Maintenance Account No. 10000501-522020.

SECTION 4. This Ordinance shall be read on two separate days and become effective upon summary publication pursuant to KRS Chapter 424.

GEORGE P. BRAY, MAYOR

ATTEST:

LINDSAY PARISH, CITY CLERK

Introduced by the Board of Commissioners, June 9, 2026
Adopted by the Board of Commissioners, _____, 2026
Recorded by Lindsay Parish, City Clerk, _____, 2026
Published by The Paducah Sun, _____, 2026
ORD\MOU – 911 Parcel Fee PVA

EXHIBIT A

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU), entered into on this ___ day of June, 2026 by the City of Paducah, Kentucky (hereinafter referred to as "City") and the McCracken County Property Valuation Administrator (hereinafter referred to as "PVA") is intended to memorialize the understanding and agreement between the parties relating to the creation of data, the management of processes listed in this MOU, and the dissemination of public information concerning 911 service fee assessments within the jurisdiction of the City of Paducah, Kentucky.

WHEREAS, the City previously determined that assessment of 911 service fees on landlines was inadequate to continue to provide reliable, quality emergency communications services due to the replacement of telephone lines by wireless telephones and other technologies; and

WHEREAS, the City determined that a real estate parcel fee would assist in the funding of emergency 911 communication services and also ensure the distribution of funding to a broader range of citizens rather than just those who have landline phones; and

WHEREAS, the PVA is uniquely positioned to collect, verify and provide data pertaining to residential and commercial dwellings and to serve as a public interface for such information; and

WHEREAS, the City and the PVA desire to enter into a MOU whereby the PVA shall provide services to facilitate the City's implementation and maintenance of a 911 service fee as outlined herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, BOTH PARTIES ACKNOWLEDGE THE FOLLOWING:

Section 1- Purpose

The purpose of this MOU is to document the terms of an agreement between the City and PVA for services to be provided by PVA to the City, which will assist in the facilitation of the 911 service fee assessment and collection process that was approved by the City on June 25, 2024, via ordinance 2024-06-8816. Specifically, this MOU is intended to summarize the general terms and parameters of the services to be provided by PVA and the commitments made by the City for said services.

Section 2- Good Faith Commitment

Each party to this MOU commits to work in good faith, to the fullest extent possible to achieve the goal of successfully implementing and maintaining a 911 service fee to be imposed on residential and commercial units in lieu of a 911 service fee on telephone landlines.

Section 3- Service to be provided by PVA

PVA agrees to perform the following tasks:

1. Assess available data pertaining to residential units, commercial units, public use units, parking lots, and all other dwellings that meet the definition of eligible units identified by the City of Paducah 911 Parcel Fee ordinance 2026-03-8872;
2. Validate available data via multiple communication methods and personal inspection as appropriate;
3. Prepare a database of each occupiable unit in the City of Paducah eligible for assessment of a 911 Parcel Fee;
4. By July 15th of each year, transmit said database to the City in a form that will assist the City in including the fee on its annual property tax bills;
5. Work with City departments as needed to facilitate the assessment and implementation of City of Paducah 911 Parcel Fees;
6. Serve as a resource for public questions and inquiries regarding the City of Paducah 911 Parcel Fee;
7. Enter 911 fees into the PVA software by June 1st of each year;
8. Assess 911 fees based on the PVA's January 1st property record.

Section 4- Resources to be provided by the City

The City agrees to perform the following tasks:

1. Make available all data in its possession relevant to the assessment of the City of Paducah 911 Parcel Fee;
2. Provide reasonable resources requested by PVA to facilitate the assessment of the City of Paducah 911 Parcel Fee;
3. Notify PVA if any changes are made to the 911 ordinance;

4. Include PVA in any formal discussions when changes to the 911 ordinance are being considered so PVA can provide input as to how any proposed changes may affect the technical aspect of the process;
5. Invite PVA to all 911 hearings to provide evidence, if necessary, in support of the challenged assessment;
6. Provide financial reimbursement for PVA's services provided in Section 3 at the rate of \$.04 for each parcel located within the City of Paducah, regardless of whether the parcel is assessed a 911 Parcel fee. The City shall remit said funds to the PVA by no later than thirty (30) days after receipt of invoice.

Section 5 - Review of MOU

In August 2026, City and PVA agree to conduct a review of this MOU following the completion of services by PVA in Year 1. By September 1st, each Party will notify the other Party of any requested amendments to this MOU. Thereafter, each party shall conduct an annual review of this MOU and, on or before September 1st of each year, notify the other Party of any requested amendments. The Parties agree to work in good faith to evaluate the parameters of the services provided by PVA and support provided by City.

Section 6 - Termination of Agreement

This MOU may be terminated by either Party for any reason or no reason with one hundred and eighty (180) days' advance written notice. Any data collected and any database created shall be provided to the City immediately upon termination of this MOU but in no event later than July 15th.

This Memorandum of Understanding (MOU) has been entered into on this ____ day of June, 2026.

City of Paducah, Mayor

McCracken County Property Valuation Administrator

Agenda Action Form

Paducah City Commission

Meeting Date: June 23, 2026

Short Title: Text Amendment of Sections 126-69 Mobile Home Parks and 126-79 Qualified Manufactured Homes of the Paducah Zoning Ordinance - **J. FOWLER-SOMMER**

Category: Ordinance

Staff Work By: Josh Fowler-Sommer, Carol Gault, Wes Banks

Presentation By: Josh Fowler-Sommer

Background Information: On July 1, 2026 KRS 100.348 will take effect. This new KRS states that Qualified Manufactured Homes must be allowed in all residential zones. A Qualified Manufactured Home can also be placed on nonconforming lots. Qualified Manufactured Homes must follow the same performance standards as stick-built homes in residential zones.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. 126-79 Qualified Manufactured Homes
2. KRS 100.348
3. TXT2026-0003 Staff Report Manufactured Housing BOC

ORDINANCE 2026-____ - _____

AN ORDINANCE AMENDING CHAPTER 126-69 MOBILE HOME PARKS AND 126-79 QUALIFIED MANUFACTURED HOMES OF THE CODE OF ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the Paducah Planning Commission held a public hearing on June 1, 2026 after advertisement pursuant to law; and

WHEREAS, the Planning Commission adopted a Resolution recommending an amendment to Sections 126-69 and 126-79 of the Paducah Zoning Code; and

WHEREAS, the City Commission now desires to accept the recommendation of the Paducah Planning Commission by amending the Code of Ordinances of the City of Paducah.

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

SECTION 1. That the Code of Ordinances of the City of Paducah, Kentucky, is hereby amended as follows:

Sec. 126-69. Mobile home parks Land-lease communities.

~~Mobile home parks or trailer parks~~ Land-lease communities shall be conditional uses ~~only in the R-3 and R-4 Residential Zones~~ in all residential zones and shall be principally permitted in the B-1, B-3, HBZ, M-1, M-2 and M-3 Zones ~~comply with the following requirements:~~ Zones not mentioned herein are expressly prohibited from land-lease community development. The following provisions shall apply.

1. *Minimum area requirements.* ~~No mobile home park~~ land-lease community shall be permitted on an area of less than five (5) acres; however, the developer may develop the ~~park in stages as long as the developer complies with an overall plan~~ community in stages as long as an approved overall plan is complied with.
2. *Lot Minimum yard requirements.* Individual lots ~~within a mobile home park~~ shall not be less than four thousand (4,000) square feet ~~in area with only one (1) mobile manufactured home per lot.~~ Minimum The minimum lot width shall be forty (40) feet.
3. *Setback.* No ~~mobile~~ manufactured home ~~or structure~~ shall be located closer than ~~the minimum front yard setback provision of the zone in which it is located~~ twenty-five (25) feet to the street. No ~~mobile~~ manufactured home shall be located closer than fifteen (15) feet to any ~~building within the park or to any property line of the park~~ community.
4. *Spacing.* No ~~mobile~~ manufactured home shall be located within twenty (20) feet of another ~~mobile~~ home except that a minimum end-to-end clearance of not less than fifteen (15) feet shall be permitted.
5. *Screening.* ~~The entire perimeter of the mobile home park or trailer park, except for designated entrance and exit ways, shall be provided with a landscape screen. The landscape screen shall be as provided in section 126-3 with a planting width of at least five (5) feet. The planting screen shall be set back at least fifteen (15) feet from any property line which abuts a public thoroughfare or street. Where screening is required, building setback lines shall be computed from the interior edge of the screen. In the case of a planting screen, the interior edge of the screen is defined as a line located two (2) feet on center toward the interior from the most interiorly located plant member of the planting screen.~~ A land-lease community shall be screened in accordance with 126-83 (e) (6).
6. *Streets.* All ~~mobile home spaces~~ lots shall abut upon a street of not less than thirty (30) feet in width. All streets shall have a pavement width of not less than twenty (20) feet, ~~and access to a public street.~~ All streets ~~within a mobile home park~~ shall be hard-surfaced and well lighted lit.
7. *Utilities.* All lots ~~within the mobile home park~~ shall be provided with all required facilities, to include, ~~as at a minimum;~~ water, sewer and electrical facilities meeting standards specified by ~~city~~ City and State regulations. Each ~~mobile~~ manufactured home shall be properly connected with said utilities.

8. *Accessory structures.* No accessory ~~buildings or structures~~ structure, including patios and pads, shall be located within five (5) feet of any individual interior lot (mobile-home-space) line, or closer than ten (10) feet to any property line of the park community.

9. ~~*Plan approval.*~~

~~a. Because mobile home parks are permitted only as conditional uses, the prospective developer, before attempting to obtain a building permit or beginning any construction, shall prepare a plan showing the bearings and lot dimensions of the parcel he intends to develop, the location with respect to the city, the general layout or design he intends to follow and improvements he intends to install on the land. He shall then present the proposal to the Planning Commission.~~

~~b. Before approving the intended development plan, the Planning Commission may make suggestions to the developer in order to insure proper design standards to minimize traffic difficulties, to safeguard adjoining properties, to insure that the residential characteristics of the neighborhood are preserved and that the public health, safety and welfare are protected.~~

~~c. Upon approval by the Planning Commission the developer shall follow the procedure set forth in section 126-68.~~

10. 9. *Storage of trailers or boats.* Trailers used exclusively for the purpose of traveling or camping and which do not exceed the dimensions of eight (8) feet by twenty-four (24) feet, as well as boats which do not exceed these dimensions, may be stored in the rear yard of any lot provided yard requirements are maintained and ~~that~~ the trailer is not used as a dwelling.

Sec. 126-79. Qualified manufactured homes.

Qualified manufactured homes ~~are~~ shall be permitted in the R-2, R-3 and R-4 Zones for single-family residential purposes with the following provisions which shall be made prior to occupancy. Qualified manufactured homes shall be subject to the zone requirements performance standards for single-family residential structures in residential zones in addition to the following:

1. ~~Manufactured homes must be a qualified manufactured home that meets~~ Qualified manufactured homes shall meet the following criteria:

a. ~~Is manufactured on or after July 15, 2002~~ a date not to exceed five (5) years prior to the date of installation and has all parts that operate only during transport removed.

b. Is affixed to a permanent foundation, is connected to the appropriate facilities and is installed in compliance with KRS 227.570. The term "permanent foundation" means a system of supports that is:

1. Capable of transferring, without failure, into soil or bedrock, the maximum design load imposed by or upon the structure and complies with KRS 227.570.

2. Constructed ~~of concrete~~ with materials that are compatible with surrounding residential structures so long as the materials do not compromise the structural engineering of the home in conflict with KRS 227.570.

3. Placed at a depth below grade adequate to prevent frost damage in accordance with the manufacturer's installation requirements and KRS 222.570.

c. Has a width of at least twenty (20) feet at its smallest width measurement or is two (2) stories in height.

d. The ~~structure~~ home must be oriented on the lot ~~or parcel~~ so that its main entrance door faces the street. In the case of a corner lot, any new home shall face the street of which a majority of the homes on the same block face are oriented.

~~e. Is not located in a manufactured home land lease community. Manufactured homes in a land lease community shall comply with section 126-69.~~

f. The ~~structure~~ home is compatible, in terms of assessed value, with single-family housing stock located within a one-eighth (1/8) mile or less radius.

2. ~~Compatibility standards. Proposed qualified manufactured homes shall meet the following compatibility standards as they relate to single-family housing stock within a one-eighth (1/8) mile or less of the site.~~

- a. The square feet of living space shall be ~~within one thousand (1,000) square feet of living space on the ground floor as other housing stock, but in no case shall be less than one thousand (1,000) square feet in the R-2 Zone and nine hundred (900) square feet in the R-3 and R-4 Zones~~ the same as prescribed for the zone in which the qualified manufactured home is proposed, subject to a minimum of nine hundred (900) square feet.
 - b. The roof pitch shall follow the performance standards of the R-1 and R-2 Zones or be within two (2) inches of rise as other housing stock in the R-3 and R-4 Zones but in no case shall be less than ~~3:12~~ 4:12.
 - c. The exterior finishing materials shall be consistent with other single-family housing stock within a one-eighth (1/8) mile.
3. ~~All wheels, springs, axles, lights and towing apparatus shall be removed.~~
 4. ~~The roof covering shall be shingle or metal.~~
 5. The foundation shall be screened with ~~masonry block or brick, stone, block, concrete or other materials commonly used of which a majority of the homes in the same block face uses.~~
 6. If no single-family structures exist within one-eighth (1/8) of a mile ~~or if the home is proposed in a commercial or industrial zone~~, the following minimum standards shall apply:
 - a. The structure shall have a gable or hipped roof pitched at least three (3) inches of rise over twelve (12) inches of run, covered with shingles, ~~ribbed metal~~ or ~~standing seam~~ metal.
 - b. The structure shall be sided with wood, aluminum, vinyl, brick, hardi-plank or stucco.
 7. One (1) qualified manufactured home shall be located on one (1) lot. However, if a qualified manufactured home is proposed to abridge one (1) or more property lines due to limited space, a deed must be recorded at the McCracken County Clerk's office showing each lot ~~or parcel~~ as lot ~~or parcel~~ A, B, C, etc. within one (1) legal description. A copy of said deed shall be submitted to the ~~Department of Planning~~ Planning Department within three (3) months of ~~application~~ petition approval. In no case shall a qualified manufactured home abridge a property line if it can fit onto one (1) lot.
 8. No ~~type of~~ manufactured housing shall be permitted in any existing or pending historic district including, but not limited to; Wallace Park, Northside or Jefferson Street – Fountain Avenue or the following non-residential or mixed-use zones: R-1 Low Density Residential Zone, NSZ Neighborhood Services Zone, NCCZ Neighborhood Commercial Corridor Zone, H-1 Historic Commercial Zone, H-2 Historic Neighborhood Zone, POP Planned Office Park, HM Hospital Medical Zone, MU Mixed-Use Zone, B-2-T Downtown Business Townlift Zone and A-1 Civic Center Zone.
 9. A manufactured home that does not meet the minimum width of twenty (20) feet or minimum total living area of nine hundred (900) square feet may be treated as a qualified manufactured home within this section if it cannot conform to the minimum lot size requirements for the zone in question. A qualified manufactured home may be permitted, subject to Section 126-64 (d) of the Paducah Zoning Ordinance. All other requirements for a qualified manufactured home must be met.

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 its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced to the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by *The Paducah Sun*, _____
ORD\PLAN\126-79 Qualified Manufactured Homes

100.348 Compatibility standards for manufactured homes – Definitions – Adoption of standards by local governments. (Effective July 1, 2026)

- (1) The Kentucky General Assembly hereby recognizes and affirms that the protection of property values is a legitimate issue to local governments and the enactment of regulations designed to protect property values is a proper exercise of local government legislative power. At the same time, the Kentucky General Assembly hereby recognizes and affirms that while local governments have legitimate authority to enact reasonable zoning regulations, the provision of quality, affordable housing through qualified manufactured homes serves an essential public purpose.
- (2) As used in this section, unless the context requires otherwise:
 - (a) "Compatibility standards" means standards that have been enacted by a local government under the authority of this section for the purpose of protecting and preserving the monetary value of real property located within the local government's jurisdiction;
 - (b) "Local government" means a city, county, urban-county government, charter county government, unified local government, or consolidated local government that is engaged in planning and zoning under KRS Chapter 100;
 - (c) "Manufactured home" means a single-family residential dwelling constructed after June 15, 1976, in accordance with the National Manufactured Home Construction and Safety Standards Act of 1974, 42 U.S.C. Section 5401, et seq., as amended, and designed to be used as a single-family residential dwelling with or without permanent foundation when connected to the required utilities, and which includes the plumbing, heating, air conditioning, and electrical systems contained therein;
 - (d) "Qualified manufactured home" means a manufactured home that meets all of the following criteria:
 1. Is manufactured on a date not to exceed five (5) years prior to the date of installation and has all parts that operate only during transport removed;
 2. Is affixed to a permanent foundation and is connected to the appropriate facilities and is installed in compliance with KRS 227.570;
 3. Has a width of at least twenty (20) feet at its smallest width measurement or is two (2) stories in height and oriented on the lot or parcel so that its main entrance door faces the street; and
 4. Has a minimum total living area of nine hundred (900) square feet; and
 - (e) "Permanent foundation" means a system of supports that is:
 1. Capable of transferring, without failure, into soil or bedrock, the maximum design load imposed by or upon the structure and complies with KRS 227.570;
 2. Constructed with materials that are compatible with surrounding residential structures so long as the materials do not compromise the structural engineering of the home in conflict with KRS 227.570; and
 3. Placed at a depth below grade adequate to prevent frost damage, in

accordance with the manufacturer's installation requirements and KRS 227.570.

- (3) Except as provided in subsection (4) of this section, a local government shall not adopt or enforce any zoning regulation, ordinance, or other requirement that:
 - (a) Excludes qualified manufactured homes from any residential zone where single-family residences are permitted;
 - (b) Discriminates against qualified manufactured homes; or
 - (c) Imposes foundation requirements on manufactured homes that:
 1. Conflict with the structural engineering of the homes;
 2. Conflict with KRS 227.570; or
 3. Require more than one (1) type of permanent foundation system.
- (4) Any local government may adopt and enforce, as a part of its zoning regulations, compatibility standards governing the placement of qualified manufactured homes in residential zones within the local government's jurisdiction. Compatibility standards shall be adopted, amended, and enforced in the same manner as other zoning regulations and shall be in addition to any zoning regulations that are generally applicable to single-family residences. Any architectural compatibility standards applied to qualified manufactured homes must be equivalent to, and not more stringent than, those standards applied to other single-family residential structures in the same zone. The compatibility standards shall be designed to ensure that when a qualified manufactured home is placed in a residential zone it is compatible, in terms of assessed value, with existing housing located with a one-eighth (1/8) mile or less radius from the proposed location of the qualified manufactured home. The compatibility standards adopted by a local government shall be limited to the following architectural features that have a significant impact on the overall assessed value of the structure:
 - (a) Roof pitch;
 - (b) Square footage of livable space;
 - (c) Type and quality of exterior finishing materials;
 - (d) Foundation skirting;
 - (e) Existence and type of attached structures; and
 - (f) Setback restrictions, lot dimensions, and orientation of the home on the lot, so long as they are no stricter than those for site-built homes within the same zone.
- (5) A manufactured home that does not meet the minimum width of twenty (20) feet or minimum total living area of nine hundred (900) square feet needed to be considered a qualified manufactured home under subsection (2)(d) of this section may be treated as a qualified manufactured home for purposes of subsections (3) and (4) of this section if:
 - (a) The setback requirements or lot dimensions would not reasonably accommodate a home meeting these minimum dimensions;
 - (b) The home is the maximum width and square footage that could reasonably fit on the lot while complying with all applicable setback requirements and other

zoning regulations; and

- (c) The home otherwise meets all other requirements of a qualified manufactured home under this section.
- (6) This section shall not be construed to affect, modify, or abolish restrictions contained in recorded deeds, covenants, or developers' subdivision restrictions.
- (7) This section shall not be construed as limiting in any way the authority of local governments to adopt regulations designed to protect historic properties or historic districts.
- (8) Any zoning regulation, ordinance, or requirement that violates this section is void and unenforceable.
- (9) Cities located in a county containing a consolidated local government that do not have the authority to adopt zoning regulations as set out in KRS 100.137(3) may enact compatibility standards pursuant to subsection (4) of this section that are in lieu of standards adopted by the consolidated local government.

Effective: July 1, 2026

History: Amended 2025 Ky. Acts ch. 154, sec. 1, effective July 1, 2026. -- Created 2002 Ky. Acts ch. 337, sec. 1, effective July 1, 2003.





**TEXT AMENDMENT
PADUCAH BOARD OF COMMISSIONERS**

CASE NO.	TXT2026-0003
TITLES	126-69 Mobile home parks 126-79 Qualified manufactured homes
DESCRIPTION	Text change to provide for: <ul style="list-style-type: none"> • Updated verbiage for manufactured home parks. • Clearly define where manufactured home parks can be placed. • Revise qualified manufactured homes in accordance with KRS 100.348.

PROCEDURAL NOTE

Zoning text amendments are first heard before the Paducah Planning Commission at a public hearing, pursuant to KRS 100.211 (2). The Planning Commission held said hearing on June 1, 2026 and forwarded a favorable recommendation.

CONSIDERATIONS

Mobile home parks are now more commonly known as land-lease communities. The term “mobile home park” can invoke a stigma that no longer exists or can be relevant.

The changes to Section 126-79 for qualified manufactured homes all relate to a revision of KRS 100.348, passed by the General Assembly as House Bill 160.

<https://apps.legislature.ky.gov/record/25rs/hb160.html>

TEXT AMENDMENTS

The proposed amendments are as follows:

Sec. 126-69. Mobile home parks Land-lease communities.

~~Mobile home parks or trailer parks~~ Land-lease communities shall be conditional uses ~~only in the R-3 and R-4 Residential Zones~~ in all residential zones and shall ~~be principally permitted in the B-1, B-3, HBZ, M-1, M-2 and M-3 Zones~~ comply with the following requirements. ~~Zones not mentioned herein are expressly prohibited from land-lease community development. The following provisions shall apply.~~

1. *Minimum area requirements.* No ~~mobile home park land-lease community~~ shall be permitted on an area of less than five (5) acres; however, the developer may develop the ~~park in stages as long as the developer complies with an overall plan~~ community in stages as long as an approved overall plan is complied with.
2. *Lot Minimum yard requirements.* Individual lots ~~within a mobile home park~~ shall not be less than four thousand (4,000) square feet ~~in area~~ with only one (1) ~~mobile manufactured~~ home per lot. ~~Minimum~~ The minimum lot width shall be forty (40) feet.
3. *Setback.* No ~~mobile manufactured~~ home ~~or structure~~ shall be located closer than ~~the minimum front yard setback provision of the zone in which it is located~~ twenty-five (25) feet to the street. No ~~mobile~~

~~manufactured~~ home shall be located closer than fifteen (15) feet to any ~~building within the park or to any~~ property line of the ~~park community~~.

4. *Spacing*. No ~~mobile~~ ~~manufactured~~ home shall be located within twenty (20) feet of another ~~mobile~~ home except that a minimum end-to-end clearance of not less than fifteen (15) feet shall be permitted.
5. *Screening*. ~~The entire perimeter of the mobile home park or trailer park, except for designated entrance and exit ways, shall be provided with a landscape screen. The landscape screen shall be as provided in section 126-3 with a planting width of at least five (5) feet. The planting screen shall be set back at least fifteen (15) feet from any property line which abuts a public thoroughfare or street. Where screening is required, building setback lines shall be computed from the interior edge of the screen. In the case of a planting screen, the interior edge of the screen is defined as a line located two (2) feet on-center toward the interior from the most interiorly located plant member of the planting screen. A land-lease community shall be screened in accordance with 126-83 (e) (6).~~
6. *Streets*. All ~~mobile home spaces~~ ~~lots~~ shall abut upon a street of not less than thirty (30) feet in width. All streets shall have a pavement width of not less than twenty (20) feet, ~~and access to a public street.~~ All streets ~~within a mobile home park~~ shall be hard-surfaced and well ~~lighted~~ lit.
7. *Utilities*. All lots ~~within the mobile home park~~ shall be provided with all required facilities, to include, ~~as at~~ a minimum,; water, sewer and electrical facilities meeting standards specified by ~~city~~ City and State regulations. Each ~~mobile~~ ~~manufactured~~ home shall be properly connected with said utilities.
8. *Accessory structures*. No accessory ~~buildings or structures~~ structure, including patios and pads, shall be located within five (5) feet of any ~~individual interior~~ lot (~~mobile home space~~) line, or closer than ten (10) feet to any property line of the ~~park community~~.

~~9. Plan approval.~~

- ~~a. Because mobile home parks are permitted only as conditional uses, the prospective developer, before attempting to obtain a building permit or beginning any construction, shall prepare a plan showing the bearings and lot dimensions of the parcel he intends to develop, the location with respect to the city, the general layout or design he intends to follow and improvements he intends to install on the land. He shall then present the proposal to the Planning Commission.~~
- ~~b. Before approving the intended development plan, the Planning Commission may make suggestions to the developer in order to insure proper design standards to minimize traffic difficulties, to safeguard adjoining properties, to insure that the residential characteristics of the neighborhood are preserved and that the public health, safety and welfare are protected.~~
- ~~c. Upon approval by the Planning Commission the developer shall follow the procedure set forth in section 126-68.~~

10. 9. *Storage of trailers or boats*. Trailers used exclusively for the purpose of traveling or camping and which do not exceed the dimensions of eight (8) feet by twenty-four (24) feet, as well as boats which do not exceed these dimensions, may be stored in the rear yard of any lot provided yard requirements are maintained and ~~that~~ the trailer is not used as a dwelling.

Sec. 126-79. Qualified manufactured homes.

Qualified manufactured homes ~~are~~ shall be permitted ~~in the R-2, R-3 and R-4 Zones~~ for single-family residential purposes with the following provisions which shall be made prior to occupancy. Qualified

manufactured homes shall be subject to the zone requirements performance standards for single-family residential structures in residential zones in addition to the following:

1. ~~Manufactured homes must be a qualified manufactured home that meets~~ Qualified manufactured homes shall meet the following criteria:
 - a. Is manufactured on ~~or after July 15, 2002~~ a date not to exceed five (5) years prior to the date of installation and has all parts that operate only during transport removed.
 - b. Is affixed to a permanent foundation, is connected to the appropriate facilities and is installed in compliance with KRS 227.570. The term "permanent foundation" means a system of supports that is:
 1. Capable of transferring, without failure, into soil or bedrock, the maximum design load imposed by or upon the structure and complies with KRS 227.570.
 2. Constructed ~~of concrete~~ with materials that are compatible with surrounding residential structures so long as the materials do not compromise the structural engineering of the home in conflict with KRS 227.570.
 3. Placed at a depth below grade adequate to prevent frost damage in accordance with the manufacturer's installation requirements and KRS 222.570.
 - c. Has a width of at least twenty (20) feet at its smallest width measurement or is two (2) stories in height.
 - d. The structure home must be oriented on the lot ~~or parcel~~ so that its main entrance door faces the street. In the case of a corner lot, any new home shall face the street of which a majority of the homes on the same block face are oriented.
 - ~~e. Is not located in a manufactured home land-lease community. Manufactured homes in a land-lease community shall comply with section 126-69.~~
 - f. The structure home is compatible, in terms of assessed value, with single-family housing stock located within a one-eighth (1/8) mile or less radius.
2. Compatibility standards. ~~Proposed qualified manufactured homes shall meet the following compatibility standards as they relate to single-family housing stock within a one-eighth (1/8) mile or less of the site.~~
 - a. The square feet of living space shall be ~~within one thousand (1,000) square feet of living space on the ground floor as other housing stock, but in no case shall be less than one thousand (1,000) square feet in the R-2 Zone and nine hundred (900) square feet in the R-3 and R-4 Zones~~ the same as prescribed for the zone in which the qualified manufactured home is proposed, subject to a minimum of nine hundred (900) square feet.
 - b. The roof pitch shall follow the performance standards of the R-1 and R-2 Zones or be within two (2) inches of rise as other housing stock in the R-3 and R-4 Zones but in no case shall be less than 3:12 4:12.
 - c. The exterior finishing materials shall be consistent with other single-family housing stock within a one-eighth (1/8) mile.
3. ~~All wheels, springs, axles, lights and towing apparatus shall be removed.~~
4. ~~The roof covering shall be shingle or metal.~~

5. The foundation shall be screened with ~~masonry block or~~ brick, stone, block, concrete or other materials commonly used of which a majority of the homes in the same block face uses.
6. If no single-family structures exist within one-eighth (1/8) of a mile ~~or if the home is proposed in a commercial or industrial zone,~~ the following minimum standards shall apply:
 - a. The structure shall have a gable or hipped roof pitched at least three (3) inches of rise over twelve (12) inches of run, covered with shingles, ~~ribbed metal~~ or ~~standing seam~~ metal.
 - b. The structure shall be sided with wood, aluminum, vinyl, brick, hardi-plank or stucco.
7. One (1) qualified manufactured home shall be located on one (1) lot. However, if a qualified manufactured home is proposed to abridge one (1) or more property lines due to limited space, a deed must be recorded at the McCracken County Clerk's office showing each lot ~~or parcel~~ as lot ~~or parcel~~ A, B, C, etc. within one (1) legal description. A copy of said deed shall be submitted to the ~~Department of Planning~~ Planning Department within three (3) months of application petition approval. In no case shall a qualified manufactured home abridge a property line if it can fit onto one (1) lot.
8. No ~~type of~~ manufactured housing shall be permitted in any existing or pending historic district including, but not limited to; Wallace Park, Northside or Jefferson Street – Fountain Avenue or the following non-residential or mixed-use zones: ~~R-1 Low Density Residential Zone,~~ NSZ Neighborhood Services Zone, NCCZ Neighborhood Commercial Corridor Zone, H-1 Historic Commercial Zone, H-2 Historic Neighborhood Zone, POP Planned Office Park, HM Hospital Medical Zone, MU Mixed-Use Zone, B-2-T Downtown Business Townlift Zone and A-1 Civic Center Zone.
9. A manufactured home that does not meet the minimum width of twenty (20) feet or minimum total living area of nine hundred (900) square feet may be treated as a qualified manufactured home within this section if it cannot conform to the minimum lot size requirements for the zone in question. A qualified manufactured home may be permitted, subject to Section 126-64 (d) of the Paducah Zoning Ordinance. All other requirements for a qualified manufactured home must be met.

STAFF RECOMMENDATION

Based upon the above, staff recommends the Board of Commissioners accept the positive recommendation of the Planning Commission to adopt the proposed zoning text amendment.

Agenda Action Form

Paducah City Commission

Meeting Date: June 23, 2026

Short Title: Text Amendment of Section 126-102 Low Density Residential Zone, R-1 of the Paducah Zoning Ordinance - **J. FOWLER-SOMMER**

Category: Ordinance

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

Background Information: The revised KRS 100.348 permits Qualified Manufactured Homes in all residential zones. In order to maintain neighborhood character, staff is proposing a standard 5:12 roof pitch and permanent foundation, regardless if a new single-family home is stick-built or qualified manufactured.

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

If yes, please list the Commission Priority: Quality Housing

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. 126-102 – R-1 Zone 2026
2. TXT2023-0009 R-1 Zone BOC

ORDINANCE 2026-____-_____

AN ORDINANCE AMENDING CHAPTER 126-102 LOW DENSITY RESIDENTIAL ZONE, R-1 OF THE CODE OF ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the Paducah Planning Commission held a public hearing on June 1, 2026, after advertisement pursuant to law; and

WHEREAS, the Planning Commission adopted a Resolution recommending an amendment to Sections 126-102 of the Paducah Zoning Code; and

WHEREAS, the City Commission now desires to accept the recommendation of the Paducah Planning Commission by amending the Code of Ordinances of the City of Paducah.

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

SECTION 1. That the Code of Ordinances of the City of Paducah, Kentucky, is hereby amended as follows:

Sec. 126-102. Low Density Residential Zone, R-1.

The purpose of this zone is to provide for residential development of an open nature.

(1) *Principal permitted uses.*

- a. Single-family dwellings;
- b. Two-family dwellings;
- c. Park, playground or community center owned and operated by a governmental agency;
- d. Special event short-term rentals.

(2) *Single-family dwellings.*

- a. Minimum ground floor area. No building shall be erected for residential purposes having a ground floor area of less than one thousand, two hundred (1,200) square feet, exclusive of porches, breezeways, terraces, garages and ~~exterior and secondary~~ stairways. All new single-story homes shall have a roof pitch of at least 5:12. All foundations shall be permanent.
- b. Minimum yard requirements.
 1. Front yard: Forty (40) feet.
 2. Side yard: Eight (8) feet.
 3. Rear yard: Twenty-five (25) feet.
 4. Lots abutting two (2) streets shall comply with the front yard setback provisions along both streets ~~the street upon which the building on the corner lot fronts~~. A fifteen (15)-

foot reduction ~~in the front yard provisions~~ is allowed on the side yard facing the secondary street, provided such reduction does not result in a side yard of less than twenty-five (25) feet.

- c. Minimum area requirements.
 - 1. Minimum lot area: Twelve thousand (12,000) square feet.
 - 2. Minimum lot width: Seventy-five (75) feet.
- d. Maximum building height: Thirty-five (35) feet.
- e. Parking shall be per section 126-71. Additionally, there shall be no more than four (4) vehicles parked in any front yard. And:
 - 1. All parking shall be minimally semi-improved to a dense grade aggregate surface.
 - 2. All trailers, campers, motor homes and boats shall not be allowed in any front yard. Such trailers and vehicles which do not exceed dimensions of eight (8) feet by twenty-four (24) feet may be stored in the rear or side yard of any lot. Such trailers and vehicles which do exceed dimensions of eight (8) feet by twenty-four (24) feet may be stored in the rear or side yard of any lot; provided side yard requirements are maintained and the trailer or vehicles are not used as a dwelling.
 - 3. Commercial vehicles, equipment and trucks with axle weights greater than one (1) ton, and/or heights greater than eight (8) feet, and/or lengths greater than thirty (30) feet shall not be ~~parked in the R-1 Zone~~ permitted. Commercial passenger cars and light duty trucks otherwise complying ~~from~~ with the requirements of this section are exempt from this requirement.

(3) *Two-family dwellings.*

- a. Minimum yard requirements.
 - 1. Front yard: Forty (40) feet.
 - 2. Side yard: Eight (8) feet.
 - 3. Rear yard: Twenty-five (25) feet.
- b. Minimum area requirements.
 - 1. Minimum lot area: Seven thousand (7,000) square feet per unit.
 - 2. Minimum lot width: Seventy-five (75) feet (per structure).
- c. Maximum building height: Thirty-five (35) feet.
- d. Parking shall be per subsection (2) (e) of this section.

(4) *Conditionally permitted uses.*

- a. Multi-family dwellings;
- b. ~~Daycare nurseries~~ Daycares;
- c. Home occupations;
- d. Places of worship (yard requirements shall be the same as the B-1 Zone).

(5) *Multi-family dwellings.*

- a. Minimum yard requirements.
 1. Front yard: Forty (40) feet.
 2. Side yard: Eight (8) feet.
 3. Rear yard: Twenty-five (25) feet.
- b. Minimum area requirements.
 1. Minimum lot area: ~~Five thousand (5,000) square feet per unit; four (4) or more units,~~ four Four thousand (4,000) square feet per unit.
 2. Minimum lot width: Seventy-five (75) feet.
- c. Maximum building height. None.

(6) ~~Daycare nurseries~~ Daycares.

- a. Minimum lot area: One hundred (100) square feet per child.
- b. Minimum yard requirements: ~~The requirements of the zone apply to the project where located~~ Yard requirements shall be the same as the B-1 Zone.

A minimum four (4) foot wire mesh fence, or other appropriate fence as may be required by the Board of Adjustment, shall enclose the entire play area. **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 its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced to the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

ORD\PLAN\126-102 – R-1 Zone 2026



TEXT AMENDMENT
PADUCAH BOARD OF COMMISSIONERS

CASE NO.	TXT2026-0004
TITLES	126-102 Low Density Residential Zone, R-1
DESCRIPTION	Text change to provide for: <ul style="list-style-type: none">• Performance standard of a roof pitch of at least 5:12 on new single-story homes to ensure compatibility of qualified manufactured homes.• Verbiage clean-up

PROCEDURAL NOTE

Zoning text amendments are first heard before the Paducah Planning Commission at a public hearing, pursuant to KRS 100.211 (2). The Planning Commission held said hearing on June 1, 2026 and forwarded a favorable recommendation.

CONSIDERATIONS

KRS 100.348 will take effect July 1, 2026. Thereby, qualified manufactured homes will be allowed in all residential zones. In order to maintain the character of our lower-density residential zones, a roof pitch of at least 5:12 is being proposed for new single-story single-family homes. Staff worked with Fire Prevention to determine the best base roof pitch. Without this standard in place, a manufactured home of a lower roof pitch (such as the typical 3:12) would have to be permitted in the R-1 Zone, which could provide a disruption in the character of the zone. A taller roof pitch would help a qualified manufactured home to fit in better with the character of the neighborhood.

Common Roof Pitch Angles



Defining the 3/12 Slope and Angle

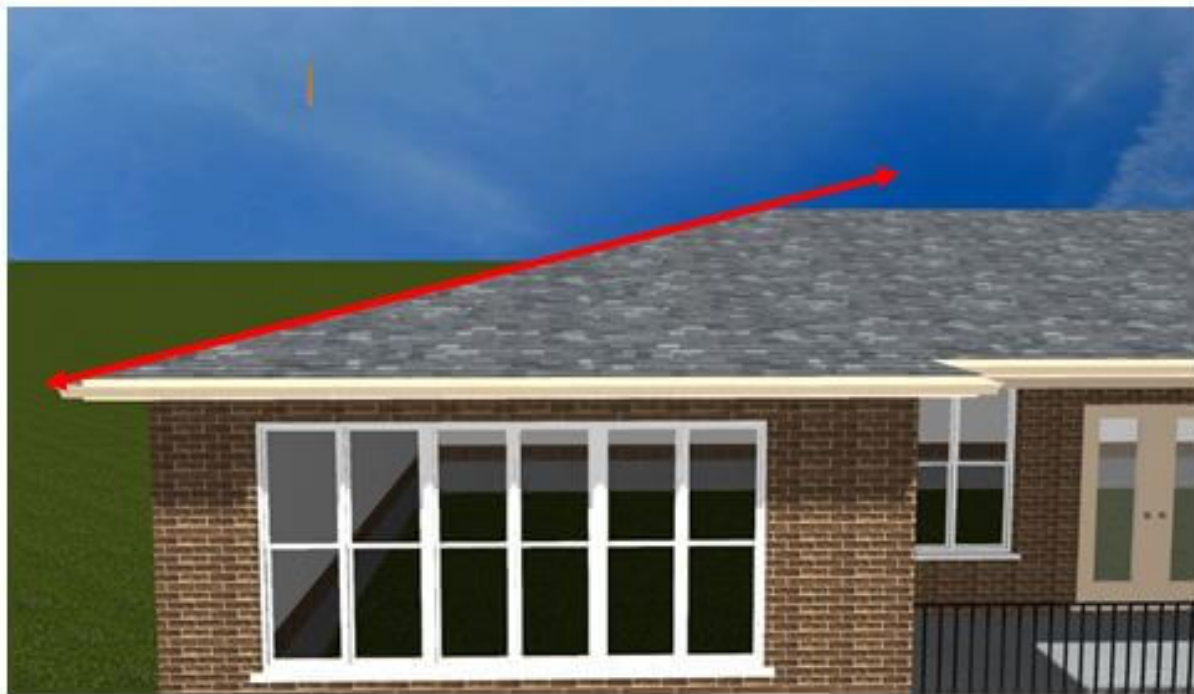
Applying the notation system to the topic, a 3/12 roof pitch means the roof rises exactly 3 inches vertically for every 12 inches of horizontal length it covers. This specific inclination is generally classified as a low-slope roof, standing right at the boundary where many traditional roofing requirements change. When converted into an angle, this pitch corresponds to approximately 14.04 degrees, which provides a tangible visualization of its gentle steepness.

This slope is significantly flatter than the moderate pitches often seen on standard residential homes, which typically range from 4/12 to 9/12. Because of this low angle, a 3/12 roof is visually subtle and is frequently used in ranch-style houses, sheds, and certain modern or minimalist architectural designs. The relatively small rise over the consistent run is easy to measure using a simple level and tape measure, making it accessible for any homeowner to verify.

Where Do You See 3/12 Roof Pitches?

The 3/12 pitch is commonly found in homes looking for a modern profile while maintaining basic drainage performance. You'll often see this pitch in:

- Ranch-style homes — Clean lines with practical slope for moderate runoff
- Mid-century modern designs — Low-slope roofs for sleek architecture
- Detached garages and workshops — Simple, cost-effective roofing
- Covered [patios](#) and porches — Directs water away without a steep look
- Dry or moderate climates — Performs well with proper materials



3:12



5:12



5:12

TEXT AMENDMENTS

The proposed amendments are as follows:

Sec. 126-102. Low Density Residential Zone, R-1.

The purpose of this zone is to provide for residential development of an open nature.

(1) *Principal permitted uses.*

- a. Single-family dwellings;
- b. Two-family dwellings;
- c. Park, playground or community center owned and operated by a governmental agency;
- d. Special event short-term rentals.

(2) *Single-family dwellings.*

- a. Minimum ground floor area. No building shall be erected for residential purposes having a ground floor area of less than one thousand, two hundred (1,200) square feet, exclusive of porches, breezeways, terraces, garages and ~~exterior and secondary~~ stairways. All new single-story homes shall have a roof pitch of at least 5:12. All foundations shall be permanent.
- b. Minimum yard requirements.
 1. Front yard: Forty (40) feet.
 2. Side yard: Eight (8) feet.
 3. Rear yard: Twenty-five (25) feet.
 4. Lots abutting two (2) streets shall comply with the front yard setback provisions along both streets ~~the street upon which the building on the corner lot fronts~~. A fifteen (15)-foot reduction ~~in the front yard provisions~~ is allowed on the side yard facing the secondary street, provided such reduction does not result in a side yard of less than twenty-five (25) feet.
- c. Minimum area requirements.
 1. Minimum lot area: Twelve thousand (12,000) square feet.
 2. Minimum lot width: Seventy-five (75) feet.
- d. Maximum building height: Thirty-five (35) feet.
- e. Parking shall be per section 126-71. Additionally, there shall be no more than four (4) vehicles parked in any front yard. And:
 1. All parking shall be minimally semi-improved to a dense grade aggregate surface.
 2. All trailers, campers, motor homes and boats shall not be allowed in any front yard. Such trailers and vehicles which do not exceed dimensions of eight (8) feet by twenty-four (24) feet may be stored in the rear or side yard of any lot. Such trailers and vehicles which do exceed dimensions of eight (8) feet by twenty-four (24) feet may be stored in the rear or side yard of

any lot; provided side yard requirements are maintained and the trailer or vehicles are not used as a dwelling.

3. Commercial vehicles, equipment and trucks with axle weights greater than one (1) ton, and/or heights greater than eight (8) feet, and/or lengths greater than thirty (30) feet shall not be ~~parked in the R-1 Zone~~ permitted. Commercial passenger cars and light duty trucks otherwise complying ~~from~~ with the requirements of this section are exempt from this requirement.

(3) *Two-family dwellings.*

- a. Minimum yard requirements.
 1. Front yard: Forty (40) feet.
 2. Side yard: Eight (8) feet.
 3. Rear yard: Twenty-five (25) feet.
- b. Minimum area requirements.
 1. Minimum lot area: Seven thousand (7,000) square feet per unit.
 2. Minimum lot width: Seventy-five (75) feet (per structure).
- c. Maximum building height: Thirty-five (35) feet.
- d. Parking shall be per subsection (2) (e) of this section.

(4) *Conditionally permitted uses.*

- a. Multi-family dwellings;
- b. ~~Daycare nurseries~~ Daycares;
- c. Home occupations;
- d. Places of worship (yard requirements shall be the same as the B-1 Zone).

(5) *Multi-family dwellings.*

- a. Minimum yard requirements.
 1. Front yard: Forty (40) feet.
 2. Side yard: Eight (8) feet.
 3. Rear yard: Twenty-five (25) feet.
- b. Minimum area requirements.
 1. Minimum lot area: ~~Five thousand (5,000) square feet per unit; four (4) or more units, four~~ Four thousand (4,000) square feet per unit.
 2. Minimum lot width: Seventy-five (75) feet.
- c. Maximum building height. None.

(6) ~~Daycare nurseries~~ Daycares.

- a. Minimum lot area: One hundred (100) square feet per child.
- b. Minimum yard requirements: ~~The requirements of the zone apply to the project where located~~
Yard requirements shall be the same as the B-1 Zone.
- c. A minimum four (4) foot wire mesh fence, or other appropriate fence as may be required by the Board of Adjustment, shall enclose the entire play area.

STAFF RECOMMENDATION

Based upon the above, staff recommends the Board of Commissioners accept the positive recommendation of the Planning Commission to adopt the proposed zoning text amendment.

Agenda Action Form

Paducah City Commission

Meeting Date: June 23, 2026

Short Title: Text Amendment of Section 126-103 Low & Medium Density Residential Zone, R-2 of the Paducah Zoning Ordinance - **J. FOWLER-SOMMER**

Category: Ordinance

Staff Work By: Carol Gault, Josh Fowler-Sommer

Presentation By: Josh Fowler-Sommer

Background Information: The revised KRS 100.348 permits Qualified Manufactured Homes in residential zones. Staff is proposing a 5:12 roof pitch and permanent foundation for all single-family homes in the R-2 Zone, regardless if they are stick-built or qualified manufactured.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. 126-103 – R-2 Zone 2026
2. TXT2023-0009 R-2 Zone BOC

ORDINANCE 2026-____ - _____

AN ORDINANCE AMENDING CHAPTER 126-103 LOW AND MEDIUM DENSITY RESIDENTIAL ZONE, R-2 OF THE CODE OF ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the Paducah Planning Commission held a public hearing on June 1, 2026, after advertisement pursuant to law; and

WHEREAS, the Planning Commission adopted a Resolution recommending an amendment to Sections 126-103 of the Paducah Zoning Code; and

WHEREAS, the City Commission now desires to accept the recommendation of the Paducah Planning Commission by amending the Code of Ordinances of the City of Paducah.

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

SECTION 1. That the Code of Ordinances of the City of Paducah, Kentucky, is hereby amended as follows:

Sec. 126-103 Low and Medium Density Residential Zone, R-2.

(1) *Principal permitted uses.*

- a. Single-family dwellings.
- b. Two-family dwellings.
- c. Park, playground or community center owned and operated by a governmental agency.
- d. Special event short-term rentals.

(2) *Conditionally permitted uses.*

- a. ~~Daycare nurseries~~ Daycares;
- b. Home occupations;
- c. Multi-family dwellings;
- d. Bed and breakfast;
- e. Places of worship (yard requirements shall be the same as the B-1 Zone).
- f. Short-term rentals.

(3) *Single-family dwellings.*

- a. Minimum ground floor area. No building shall be erected for residential purposes having a ground floor area of less than one thousand (1,000) square feet, exclusive of porches, breezeways, terraces, garages and ~~exterior and secondary~~ stairways. All new single-story homes shall have a roof pitch of at least 5:12. All foundations shall be permanent.

- b. Minimum yard requirements.
 - 1. Front yard: Twenty-five (25) feet.
 - 2. Side yard: Six (6) feet.
 - 3. Rear yard: Twenty-five (25) feet.
- c. Minimum area requirements.
 - 1. Minimum lot area: Ten thousand (10,000) square feet.
 - 2. Minimum lot width: Sixty (60) feet.
- d. Maximum building height: Thirty-five (35) feet.
- e. Parking shall be per section 126-102 (2) (e).

(4) *Two-family dwellings.*

- a. Minimum yard requirements.
 - 1. Front yard: Twenty-five (25) feet.
 - 2. Side yard: Six (6) feet.
 - 3. Rear yard: Twenty-five (25) feet.
- b. Minimum area requirements.
 - 1. Minimum lot area: Six thousand (6,000) square feet per unit.
 - 2. Minimum lot width: Sixty (60) feet (per structure).
- c. Maximum building height: Thirty-six (36) feet.
- d. Parking shall be per section 126-102 (2) (e).

(5) *Multi-family dwellings.*

- a. Minimum yard requirements.
 - 1. Front yard: Twenty-five (25) feet.
 - 2. Side yard: Six (6) feet.
 - 3. Rear yard: Twenty-five (25) feet.
- b. Minimum area requirements.
 - 1. Minimum lot area: Four thousand (4,000) square feet per unit.
 - 2. Minimum lot width: Seventy-five (75) feet.
- c. Maximum building height. None.

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 its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced to the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

ORD\PLAN\126-103 – R-2 Zone 2026



**TEXT AMENDMENT
PADUCAH BOARD OF COMMISSIONERS**

CASE NO.	TXT2026-0005
TITLES	126-103 Low and Medium Density Residential Zone, R-2
DESCRIPTION	Text change to provide for: <ul style="list-style-type: none"> • Performance standard of a roof pitch of at least 5:12 on new single-story homes to ensure compatibility of qualified manufactured homes. • Verbiage clean-up

PROCEDURAL NOTE

Zoning text amendments are first heard before the Paducah Planning Commission at a public hearing, pursuant to KRS 100.211 (2). The Planning Commission held said hearing on June 1, 2026 and forwarded a favorable recommendation.

CONSIDERATIONS

KRS 100.348 will take effect July 1, 2026. Thereby, qualified manufactured homes will be allowed in all residential zones. In order to maintain the character of our lower-density residential zones, a roof pitch of at least 5:12 is being proposed for new single-story single-family homes. Staff worked with Fire Prevention to determine the best base roof pitch. Without this standard in place, a manufactured home of a lower roof pitch (such as the typical 3:12) would have to be permitted in the R-1 Zone, which could provide a disruption in the character of the zone. A taller roof pitch would help a qualified manufactured home to fit in better with the character of the neighborhood.

For diagrams and pictures, please refer to the staff report for the text amendment of 126-102 Low Density Residential Zone, R-1.

TEXT AMENDMENTS

The proposed amendments are as follows:

Sec. 126-103 Low and Medium Density Residential Zone, R-2.

(1) *Principal permitted uses.*

- a. Single-family dwellings.
- b. Two-family dwellings.
- c. Park, playground or community center owned and operated by a governmental agency.
- d. Special event short-term rentals.

(2) *Conditionally permitted uses.*

- a. ~~Daycare nurseries~~ Daycares;
- b. Home occupations;

- c. Multi-family dwellings;
- d. Bed and breakfast;
- e. Places of worship (yard requirements shall be the same as the B-1 Zone).
- f. Short-term rentals.

(3) *Single-family dwellings.*

- a. Minimum ground floor area. No building shall be erected for residential purposes having a ground floor area of less than one thousand (1,000) square feet, exclusive of porches, breezeways, terraces, garages and ~~exterior and secondary~~ stairways. All new single-story homes shall have a roof pitch of at least 5:12. All foundations shall be permanent.
- b. Minimum yard requirements.
 - 1. Front yard: Twenty-five (25) feet.
 - 2. Side yard: Six (6) feet.
 - 3. Rear yard: Twenty-five (25) feet.
- c. Minimum area requirements.
 - 1. Minimum lot area: Ten thousand (10,000) square feet.
 - 2. Minimum lot width: Sixty (60) feet.
- d. Maximum building height: Thirty-five (35) feet.
- e. Parking shall be per section 126-102 (2) (e).

(4) *Two-family dwellings.*

- a. Minimum yard requirements.
 - 1. Front yard: Twenty-five (25) feet.
 - 2. Side yard: Six (6) feet.
 - 3. Rear yard: Twenty-five (25) feet.
- b. Minimum area requirements.
 - 1. Minimum lot area: Six thousand (6,000) square feet per unit.
 - 2. Minimum lot width: Sixty (60) feet (per structure).
- c. Maximum building height: Thirty-six (36) feet.
- d. Parking shall be per section 126-102 (2) (e).

(5) *Multi-family dwellings.*

- a. Minimum yard requirements.
 - 1. Front yard: Twenty-five (25) feet.
 - 2. Side yard: Six (6) feet.

3. Rear yard: Twenty-five (25) feet.
- b. Minimum area requirements.
 1. Minimum lot area: Four thousand (4,000) square feet per unit.
 2. Minimum lot width: Seventy-five (75) feet.
- c. Maximum building height. None.

STAFF RECOMMENDATION

Based upon the above, staff recommends the Board of Commissioners accept the positive recommendation of the Planning Commission to adopt the proposed zoning text amendment.

Agenda Action Form

Paducah City Commission

Meeting Date: June 23, 2026

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

Category: Ordinance

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

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

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

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

ORDINANCE NO. 2026-____ - _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

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

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of Ordinance _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

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

Lindsay Parish, City Clerk

330/26

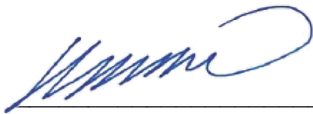
City of Paducah Planning Department
Attn: Joshua P. Fowler-Sommer
300 South 5th Street
Paducah, KY 42003

Re: Annexation request

Dear Josh:

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

Thank you,



Ken Stein

3/3/2026

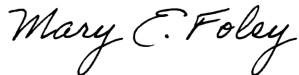
City of Paducah Planning Department
Attn: Joshua P. Fowler-Sommer
300 South 5th Street
Paducah, KY 42003

Re: Annexation request

Dear Josh:

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

Thank you,



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

Cc: Brandi Harless, Board Chair

Agenda Action Form

Paducah City Commission

Meeting Date: June 23, 2026

Short Title: Approve the Agreement between the City of Paducah and the Professional Firefighters of Paducah, Local 168, International Association of Firefighters - **S. WILCOX**

Category: Ordinance

Staff Work By: Stefanie Wilcox, Steve
Kyle, David Denton
Presentation By: Stefanie Wilcox

Background Information:

The proposed changes to the IAFF contract include language updates to clarify Management Rights, disciplinary action procedures, exchange of duties, and union business provisions, as well as adding positions to the Recognition Article that are not represented by the union. The clothing allowance article was revised to remove language regarding when the City will replace clothing. Acting pay for Captains was updated to align with how acting pay is administered for other positions, while including a sunset provision for employees currently receiving Captain acting pay. The grievance procedure was also revised. Compensation changes include base pay increases effective July 1, 2026, followed by 2% increases on July 1, 2027, and July 1, 2028, with additional cost-of-living adjustments tied to the Department for Local Government's maximum allowable mayoral compensation and subject to Board approval. Veterans Day was added as a recognized holiday, and retiree life insurance benefits will no longer be offered after July 1, 2026, with current participants grandfathered. The duration article was updated to revise contract dates and remove the Kentucky Labor Cabinet as a mediation option.

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 and sign the proposed changes to the IAFF Agreement with an effective date of July 1, 2026.

Attachments:

1. ORD - IAFF 2026-2029
2. 2026 IAFF Contract FINAL
3. 2026 IAFF Contract REDLINED

ORDINANCE NO. 2026-____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND PROFESSIONAL FIRE FIGHTERS OF PADUCAH, LOCAL 168, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute an Agreement with the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters.

SECTION 2. This Agreement shall be effective from July 1, 2026, through June 30, 2029.

SECTION 3. 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, June 23, 2026
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by The *Paducah Sun*, _____
\\ord\fire\IAFF 2026-2029

AGREEMENT

**BETWEEN
THE CITY OF PADUCAH**

AND

**THE PROFESSIONAL FIRE FIGHTERS OF
PADUCAH, LOCAL 168, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS**

Effective

July 1, 2026

through

June 30, 2029

Table of Contents

PREAMBLE 3

ARTICLE 1 DEFINITIONS 3

ARTICLE 2 RECOGNITION 3

ARTICLE 3 MANAGEMENT RIGHTS 3

ARTICLE 4 PUBLIC OBLIGATION 4

ARTICLE 5 PAYROLL DEDUCTIONS OF DUES 5

ARTICLE 6 NON-DISCRIMINATION 6

ARTICLE 7 DISCIPLINARY ACTION 6

ARTICLE 8 EXCHANGE OF DUTIES AND UNION BUSINESS LEAVE 6

ARTICLE 9 WORKWEEK AND OVERTIME..... 7

ARTICLE 10 CLOTHING ALLOWANCE 8

ARTICLE 11 VACATIONS 9

ARTICLE 12 HOLIDAYS 11

ARTICLE 13 SENIORITY 12

ARTICLE 14 HEALTH INSURANCE..... 12

ARTICLE 15 LIFE INSURANCE 13

ARTICLE 16 ACTING PAY 14

ARTICLE 17 SICK LEAVE AND PAY 14

ARTICLE 18 BENEFITS FOR INJURY IN THE LINE OF DUTY RESULTING IN WORKERS' COMPENSATION 16

ARTICLE 19 TRANSITIONAL DUTY 16

ARTICLE 20 HEALTH AND SAFETY 17

ARTICLE 21 LABOR/MANAGEMENT MEETINGS..... 18

ARTICLE 22 WORK RULES..... 19

ARTICLE 23 APPENDICES AND AMENDMENTS..... 19

ARTICLE 24 CONCESSION ALLOWANCE..... 19

ARTICLE 25 SAVINGS CLAUSE..... 20

ARTICLE 26 GRIEVANCE PROCEDURE..... 20

ARTICLE 27 WAGE RATES 21

ARTICLE 28 CONTINUANCE OF EXISTING MONETARY RIGHTS 24

ARTICLE 29 DURATION..... 24

PREAMBLE

Whereas a referendum was held and whereas the City of Paducah, hereinafter referred to as the "City", and the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters, hereinafter referred to as the "Union" have met and conferred, the parties agree to maintain and promote harmonious relations between the City and Union, in order that efficient and progressive public service may be rendered, as follows:

ARTICLE 1 DEFINITIONS

The parties agree that whenever in this Agreement a term such as "fire fighter", "fireman", "employees of the Fire Department", "employees", or "members of the platoon" is used, the term refers to those personnel expressly included in the bargaining unit as set out in Article II, Recognition, and further this Agreement in no manner whatsoever has any effect on the wages, hours, and working conditions of other City personnel.

The parties agree that whenever in this Agreement the term "City" is used, the term refers to whomever the Board of Commissioners has designated to exercise the right or discharge the obligation in question.

ARTICLE 2 RECOGNITION

The City hereby recognizes the Union as the exclusive collective bargaining representative for all employees of the Fire Department of the City of Paducah in the classifications of Firefighter, Lieutenant, Captain, and excluding the Fire Chief, Deputy Fire Chiefs, Assistant Fire Chiefs, Battalion Chiefs, Training Officers, Fire Marshals, Deputy Fire Marshals, administrative clerical personnel, probationary employees and excluding any non-uniform personnel.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1.

Except as expressly modified by a specific provision of this Agreement, the City retains its sole and exclusive rights to operate and manage its affairs in all respects. The exclusive rights of the City which are not abridged by this Agreement include, but are not limited to, its right to hire and to be the sole judge of qualifications of applicants. The City has the right to direct the working forces, to discipline or discharge for just cause, to establish, maintain and modify departmental rules and procedures; to lay off and recall; to be the judge of whom to promote and the methods and procedures for promotions; to assign work; to transfer employees from one station to another in a manner most advantageous to the City; to contract and to subcontract with outside contractors; to establish, modify or change manning of apparatus, amount of apparatus in the fleet, etc.; the right to direct the members of the Fire Department, including the right to hire, promote, or transfer any employee; the right to organize and reorganize the Fire Department in any manner permitted by law including the size of the Fire Department and the determination of job classifications; the right to determine the method and frequency of pay, the allocation and assignment of work to employees within the Fire Department in a manner most advantageous to the City; to introduce new, improved or different methods and techniques of operation or to change existing methods and techniques of operation; to establish basic in-service training programs and requirements of upgrading the skills of employees with adequate training; to determine the location, methods, means and personnel by which operations are to be

conducted; to establish, implement and maintain an internal security practice; to schedule overtime above that called for in Section 1 of Article 9, vacations, days off and holidays off; to determine rank based upon the duties assigned; to take whatever actions may be necessary to carry out the mission of the City in dire emergency situations.

Section 2.

Failure by the City to exercise any of its rights shall not constitute a waiver of that right. The above rights and powers are vested in the City, and not subject to the bargaining or grievance procedures except as expressly modified by the terms of this Agreement.

Section 3.

Promotions

Recommendations to the City Commission for Promotion to the ranks of Captain and Lieutenant will be based on a weighing of evaluation of each Candidate's:

- Annual Evaluations
- Job Performance
- Leadership
- Initiative
- Personnel Record
- Assistant Chiefs' Comments
- Resume
- Education and Continuing Education
- Interview Board ranking and notes
- Seniority

After a promotion is made the Chief will provide on the request of any candidate not selected for promotion a written summary of the candidates strengths and areas for improvement that were weighted in considering the candidate for promotion.

This content of the summary is not subject to the grievance procedure.

Section 4.

Reductions-in-force:

The City agrees that any changes in the organizational Ordinance and/or Municipal Order for the Fire Department by the City Commission that results in a reduction-in-force of employees represented by Local 168 of the IAFF will require a thirty (30) day advance written notice to the Union. The purpose of the advance notice is to give the Union opportunity to comment publicly to the Commission. Temporary lay-offs due to budget shortfalls are not covered by this provision.

ARTICLE 4 PUBLIC OBLIGATION

Section 1.

The Union shall not strike during the term of this Agreement.

Section 2.

Further, in consideration of this Agreement, the City shall not lock out its employees of the Fire Department during the term of this Agreement.

Section 3.

Any member of the Bargaining Unit, who during the term of this Agreement participates in a strike against the City of Paducah shall be deemed to have breached the terms of this contract and shall further be deemed to be guilty of misconduct. Any person participating in such a strike in the Paducah Fire Department will not receive pay or compensation from the City during the period he is engaged in the strike. Any person participating in such a strike shall be subject to disciplinary action under the provisions of KRS Chapter 95.

Section 4.

If the members of Local 168 engage in a strike against the City of Paducah during the term of this Agreement, then it shall cease to be recognized as the exclusive representative of the employees and shall be ineligible to act as their exclusive representative for a period of two years following the end of the strike. In addition, the City shall be under no further obligation to make payroll deductions for union dues for a period of two years following the end of the strike.

Section 5.

"Strike" means an employee's refusal, in concerted action with others, to report for duty, or willful absence from the position, or stoppage of work, or abstinence in whole or in part from the proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing, or protesting a change in the wages, hours, or other terms and conditions of employment, provided however, a strike shall not mean an effort by an individual member of Local 168 who attempts, without Union authorization, to influence, coerce, or change wages, hours, or other terms and conditions of employment.

ARTICLE 5 PAYROLL DEDUCTIONS OF DUES

Section 1.

Employees of the Fire Department on the effective date of this agreement or employed thereafter, shall have the option of becoming members of the Union after completion of Recruit School and promotion to the status of Firefighter.

The Employer agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of the deductions shall remain in full force and effect during the term of this Agreement.

Section 2.

The Union shall hold the City harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason with action taken by the City in reliance upon employee payroll deduction authorization forms submitted by the Union to the City.

Section 3.

The City shall provide each member of the Union's Executive Board with a copy of this Agreement and the Union agrees to provide the City with a roster of the names of its Executive Board, their addresses, and telephone numbers. The Union also agrees to notify, in writing, the City within five (5) days upon the day that any change in the members of the Executive Board occurs.

****Addendum – Notwithstanding anything to the contrary therein, this section shall not be applicable if any part thereof shall be in conflict with applicable State Law; provided, however, that if all of any part of this section becomes permissible by virtue of a change in applicable State Law, whether by legislative or judicial action, the provisions of this section held valid shall immediately apply.**

ARTICLE 6 NON-DISCRIMINATION

Section 1.

The City agrees not to restrain or coerce any employee because of any authorized employee activity in an official capacity on behalf of the Union.

Section 2.

The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful disparate treatment, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 3.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 7 DISCIPLINARY ACTION

The parties hereto agree that all disciplinary matters will be governed by the provisions of KRS 95, provided however; an employee may voluntarily accept discipline, discharge, or demotion in lieu of having charges preferred against them under the provisions of KRS 95. Any disciplinary action the City takes that is covered by KRS 95 and not resolved voluntarily with the employee, will be final and will not be subject to the Grievance Procedure.

ARTICLE 8 EXCHANGE OF DUTIES AND UNION BUSINESS LEAVE

Section 1.

Upon approval of the Chief of the Department, or to the Assistant Chiefs to whom the Chief has delegated the authority, employees may exchange duty by "trading time" with each other on a voluntary basis in instances including, but not limited to, situations where a member has depleted their paid leave allowances and continues to be unable to return to duty; attendance at professional or Union conferences and schools, any official Union business, and such other situations where the member's absence could not otherwise be compensated for purely personal reasons. Work back and exchange of duties, as provided for herein shall in no way result in credit for extra compensation for the one

performing the duty in the form of overtime or other provisions for increased pay. The approval of the Chief of the Department or the Assistant Chiefs to whom the Chief has delegated the authority shall be at their sole discretions based on operational needs. Both employees involved in the exchange of duty must follow the City's procedure which limits the number of "trading time's" to eighteen 24 hour exchanges (432 hours) annually each for personal use and for union business leave. Sick time work back is defined further under Section 2. The Chief will maintain records of all exchanges and work back and verify compliance with City record-keeping requirements and 29 USC par 207 (p) 3, 803 KAR 1:063, KRS 337.020 and others as they become applicable.

Section 2.

An employee who has exhausted their paid leave due to an extended sick leave absence from illness or non-work related injury and had as much as two-thirds (2/3) of their earned sick leave available at the beginning of the absence qualifies for up to six (6) months of work place coverage from qualified employees who agree to voluntarily work or donate unused vacation time (as long as no overtime is predicted to be needed to maintain minimum staffing as contained in City policy and can't be granted any earlier than 72 hours before the start of the covered shift) as their replacement. The employee who is absent due to illness/injury will be paid and the voluntary replacement will not receive compensation from the City or will have vacation time deducted if approved. Under unusual circumstances where a member does not have 2/3 of their sick time available at the beginning of the absence who does not qualify for sick time work back, the affected employee can petition through a labor management meeting to qualify for sick time work back. In the event the employee being covered by work back does not comply with the City's return to work policies (203-203.3), the union body and / or the City has the right to discontinue work back coverage.

Section 3.

The City agrees that members of the Union negotiating team, but in no event more than three (3) employees, shall, if on duty, be allowed to participate in negotiations without loss of pay for up to a total of ninety (90) hours compensated (each employee participating while in a work status will have their hours counted toward the total 90 hours allowed) for negotiations sessions mutually agreed to by the City. Nothing herein prevents additional negotiating sessions between the City and the Union except that the City will not be responsible for loss of wages beyond that previously described.

Section 4.

The City agrees that a Union representative and one grievant, regardless of whether more than one employee of the Fire Department is involved in the grievance, shall be allowed time off to attend any meeting held pursuant to the grievance procedure (Steps 1 through 4) in Article 26 of this Agreement without loss of pay if on duty.

ARTICLE 9 WORKWEEK AND OVERTIME

Section 1.

The Fire Department shall be divided into three platoons. Each platoon shall be on duty for twenty-four (24) consecutive hours, after which the platoon serving twenty-four (24) hours on duty shall be allowed to remain off duty for forty-eight (48) consecutive hours except in cases of dire emergency.

Section 2.

The change time or designated time that each platoon shall change shifts shall be at 6:40 a.m. each day.

Section 3.

All hours worked in excess of forty (40) hours per week shall be compensated for at a rate of one and one-half times the regular straight-time hourly rate.

Section 4.

a) When an employee is called in and required to work overtime, he shall receive a minimum of six (6) hours of compensation at one and one-half their regular straight-time hourly rate, regardless of whether such employee worked a full six (6) hours or not. When an employee is called in and required to work overtime in the event of an emergency incident outlined as a structure fire, natural disaster, technical rescue deployment, water rescue deployment, or Hazmat deployment, said employee shall receive a minimum of six (6) hours of compensation at double their regular straight-time hourly rate for the first six (6) hours. In the event the employee works beyond six (6) hours during the same overtime period, said employee shall receive time and one-half pay for each hour or part of an hour after the six (6) hour period expires (partial hour worked shall be considered a full hour).

b) An employee required to work beyond the end or before their regularly scheduled work shift shall receive overtime compensation for the actual hours worked at one and one-half the employee's regular straight-time hourly rate before and after each shift. In the event the employee works beyond two (2) hours, the employee shall receive four (4) hours overtime at one and one-half their regular straight-time hourly rate. In the event the employee works beyond four (4) hours during the same overtime period, said employee shall receive time and one-half pay for each hour or part of an hour after the four (4) hour period expires (partial hours worked shall be considered a full hour)

c) Employees voluntarily accepting overtime scheduled by the end of their previously scheduled work shift shall receive a four (4) hour guarantee of overtime at one and one-half times their regular straight-time hourly rate. This provision does not have any impact on working into the beginning of an employees scheduled work shift and a partial hour worked shall be considered a full hour.

d) Employees voluntarily accepting overtime to participate in an administrative capacity or to assist with training shall receive overtime compensation for 2 hours minimum at one-half times their regular straight-time hourly rate. This provision does not have any impact on working into the beginning of an employee's scheduled work shift and a partial hour worked shall be considered a full hour.

e) In the event that a member of the bargaining unit is subpoenaed to testify in a court of competent jurisdiction for reasons directly relating to their official capacity with the Fire Department while off duty, they shall be compensated as set forth in this Section.

Section 5.

There shall be no pyramiding of overtime.

Section 6.

Payroll shall be biweekly.

ARTICLE 10 CLOTHING ALLOWANCE

The Fire Chief shall determine the appropriate uniform to be worn by bargaining unit employees and employees shall be required to be in proper uniform while on duty. The City, by a vendor credit system, will provide \$1250 per employee to be distributed in two installments, \$625 on January 1 and \$625 on July 1 of each year, with the exception of employees with less than 1 year of service. An employee with less than one year of service will start receiving the January 1 and July 1 installments after they have completed 8 months of employment. Any remaining balance in an employee's uniform account on December 31 may be carried over. Each fire fighter will be able to purchase required clothing as needed in keeping with purchasing procedures established by the City and policies of the department established by the Fire Chief. Equipment items approved by the Chief will be Quartered mastered by the Fire Administration staff at no cost to the employee.

ARTICLE 11 VACATIONS

Section 1.

All platoon employees working shifts of 24 hours on duty and 48 hours off duty shall receive vacation time as follows, based upon the number of years of service completed:

- A. From the beginning of employment – End of the 3rd year - the accrual rate shall be 12 hours per month for a total of six (6) twenty-four (24) hour shift days.
- B. From the beginning of the 4th year – End of the 10th year - the accrual rate shall be 14 hours per month, for a total of seven (7) twenty-four (24) hour shift days per year.
- C. From the beginning of the 11th year – End of the 15th year - the accrual rate shall be 16 hours per month for a total of eight (8) twenty-four hour shift days per year.
- D. From the beginning of the 16th year – End of the 20th year - the accrual rate shall be 18 hours per month for a total of nine (9) twenty-four hour shift days per year.
- E. From the beginning of the 21st year – End of the 25th year - the accrual rate shall be 20 hours per month for a total of ten (10) twenty-four hour shift days per year.
- F. From the beginning of the 26th year - the accrual rate shall be 22 hours per month for a total of eleven (11) twenty-four hour shift days per year.

Vacation pay for platoon personnel shall be computed at the member's rate of pay times the hours absent during the pay period, and full credit shall be given for regular and overtime pay as if the member had actually worked their scheduled shift of 24 hours on duty and 48 hours off duty. Each member may accrue up to a maximum of twenty-five (25) days of vacation pursuant to the provisions of Section 4 of this Article.

Section 2.

No member of the bargaining unit shall be entitled to take more than their annual leave as defined by Section 1 or Section 2 above.

Section 3.

The Fire Chief will prepare a schedule for vacations and holiday leave time. The schedule will contain 17 leave slots. Each leave slot will contain seven (7) – twenty-four (24) hour shifts. Four (4) slots will contain three (3) individual slots. The rest will be filled with two (2) individual slots. One slot containing

two (2) individual slots will increase to a three (3) individual slot each time staffing rises by one (1) member over twenty-one (21) on each crew.

The first week in December the Fire Chief shall bid vacation leave by seniority on each crew until the youngest member in seniority has chosen. Then by seniority holiday leave is chosen until youngest employee has been chosen.

Members of the bargaining unit with fifteen (15) years of service shall have accrued vacation time not taken in the year accrued placed in a vacation bank. The maximum hours to be accumulated in the vacation bank is 600 hours for platoon employees. Time in the vacation bank shall be used only in case of extended disability when an employee has used all of their sick leave. No employee with less than fifteen (15) years of service will be permitted to put time in the vacation bank, except employees with between ten (10) and fifteen (15) years of service may place their two (2) unscheduled days in the vacation bank. Once the employee's vacation bank reaches 600 hours, the employee will be required to schedule their vacation in the year in which it is accrued. Failure of the employee to request said vacation time shall result in the loss of that vacation.

Section 4.

Members of the bargaining unit may trade vacation time with the approval of the Fire Chief or the Assistant Chief to whom the Chief has delegated the authority.

Section 5.

Upon the termination of employment with the City a member of the bargaining unit shall be paid for all accrued and unused vacation time using the blended hourly rate up to the maximum amounts permitted to be accrued under the provisions of Section 1 and Section 2 above. An example of how the blended hourly rate is calculated is as follows:

Blended Rate Calculation:	
18.90	Regular rate
<u>2,080.00</u>	Regular hours per year
39,312.00	A
28.35	O/T rate
<u>832.00</u>	Scheduled O/T hours per year
23,587.20	B
62,899.20	A + B
<u>2,912.00</u>	Total hours worked
21.60	Blended rate

Section 6.

Notwithstanding any of the above provisions, any vacation hours accrued during the year that equal less than 24 hours (hours accrued due to an increase in years of service) or in unusual situations whereby the fire fighter is unable to utilize earned vacation hours during the year, he may be allowed to temporarily

increase their accrued vacation balance in excess of the 600 hours, regardless of the years of service, with the approval of the Fire Chief. These hours should be taken in the next calendar year, if possible.

ARTICLE 12 HOLIDAYS

Section 1.

Members of the Fire Department working as a member of a platoon performing duty in shifts of 24 hours on duty and 48 hours off duty shall be given the holidays listed in Section 2 with a credit of 2 holidays per 24 hour shift and they shall be compensated for such holidays at their average earnings including regular and overtime pay for a 56-hour workweek. Holidays will be scheduled as described in Article 11, Section 4.

Section 2.

All members of the bargaining unit within the Fire Department shall receive the following 13 holidays:

New Year's Eve

New Year's Day

Martin Luther King Jr. Day

Memorial Day (Monday Observance)

Juneteenth

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

The day immediately following Thanksgiving Day

Christmas Eve

Christmas Day

Personal Day (July 1)

Section 3.

A Personal day shall be part of the 13 holidays granted each calendar year, but shall be scheduled as July 1.

Section 4.

Whenever a member of the bargaining unit works on a legal holiday, the said member(s) shall be paid two (2) times their hourly rate of pay for an additional twelve (12) hours for working on said holiday. In order to receive holiday pay, a bargaining unit member must work twelve (12) hours on said holiday. In the instance of exchange of duty, the employee whose shift is being worked will receive the holiday pay. A legal holiday is defined as any of the holidays set forth in Article 12, Section 2.

Section 5.

Whenever the City Commission designates a City-wide holiday in addition to those mentioned in Section 2 above, members of the bargaining unit shall be granted an additional holiday and compensated as described in Section 1 above. Closing of city offices due to weather or other emergencies are not considered a holiday.

ARTICLE 13 SENIORITY

In the case of a personnel reduction, the employee with the least seniority shall be laid off first. Time in the Fire Department shall be given the utmost consideration. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work.

ARTICLE 14 HEALTH INSURANCE

The City will continue to offer a group health insurance plan "Plan" to all full-time employees and/or retirees who qualify for and participate in the City's Plan, whereby participation is defined under the terms and conditions set forth during each annual renewal period or any intervening period as permitted by the summary plan description.

Section 1.

If during the term of this agreement, the City chooses to maintain its grandfathered status for the City's self-funded insurance plan in place as of March 23, 2010, it agrees to adhere to the following prescribed mandates currently in effect, in addition to any other limitations imposed by the 2010 Healthcare Reform Legislation as adopted and considering any future amendments, unless repealed:

- a) Elimination of Benefits- The City agrees not to eliminate all or substantially all benefits to diagnose or treat a particular condition under the "Plan."
- b) Increase in Percentage Cost-Sharing- The City agrees not to increase (measured from March 23, 2010) the percentage cost-sharing (e.g., an increase in co-insurance paid by covered employees).
- c) Increases in Fixed-Amount Cost-Sharing- The City agrees to adhere to the regulations governing increases in fixed amount cost-sharing (e.g., deductibles or co-payments) measured from March 23, 2010. The City will not increase fixed cost sharing above an inflationary adjustment of up to 15% above medical inflation fixed-amount cost-sharing other than co-payments (such as a deductible). Medical inflation is defined by reference to the overall medical care component of the Consumer Price Index for All Urban Consumers (CPI-U) (unadjusted) published by the Department of Labor (OMCC). For co-payments, The City agrees not to increase (measured from March 23, 2010) the fixed-amount co-payments above the greater of (1) \$5, increased by medical inflation; or (2) 15% above medical inflation.
- d) Decrease in Rate of Employer Contributions – The City agrees not to decrease its contribution rate (whether based on a formula or on cost of coverage) for any tier of similarly situated individuals by more than 5 percentage points below the contribution rate on March 23, 2010. In the case of a self-insured plan, contributions by an employer or employee organization are equal to the total cost of coverage minus the employee contributions toward the total cost of coverage.

Section 2.

If during the term of this agreement, the City chooses to join the KEHP (Kentucky Employees' Health Plan), the City agrees to adhere to the contribution rates as set forth by the State of KY, during renewal and open enrollment windows annually.

Section 3.

If during the term of this agreement, the City finds it necessary to seek an alternative arrangement (other than the arrangements described in Sections 1 and 2) for providing health care benefits to its employees, it agrees to provide coverage to its participating employees with cost sharing arrangements, coinsurance, and deductibles that are substantially equivalent compared to the plan(s) offered for the plan year 2011, unless said benefits have been modified as a result of federal or state legislation. (Appendix 2 Summary of Benefits 2011)

Section 4.

The City will not reimburse for any expenses paid for by any other insurance carrier, including Worker's Compensation or for any other medical expenses which are not covered medical expenses under The Plan or which are not considered as usual, customary or reasonable, or considered medically necessary.

Section 5.

If either the Commonwealth of Kentucky or the federal government enacts legislation that modifies the benefits provided bargaining unit employees, nothing in this Article will prevent the City from adhering to the mandates as prescribed by law.

Section 6. The terms and conditions of the Health Insurance Plan control as to all questions, including eligibility, benefits provided, and the amount of benefits.

Section 7. The City retains the right to enact procedural changes during the Agreement to attempt to control costs.

ARTICLE 15 LIFE INSURANCE

Section 1.

The gross premiums for life insurance shall be paid by the City of Paducah. All earned dividends on such insurance policy or policies shall be paid to the City and shall be and become a part of the general fund.

Section 2.

The life insurance benefit on an employee's life shall be in the face value amount of \$15,000 to be paid upon the employee's death. The City agrees to provide a double indemnity benefit for any employee killed in the line of duty which will be \$50,000 or equal to any public safety employee to be paid upon the employee's death. The Union, however, recognizes the City's right to switch insurance carriers as long as the City continues to provide equal or better benefits.

Section 3.

Retiree Life Insurance will no longer be offered effective July 1, 2026. Any retiree taking coverage prior to that date will be grandfathered in according to the terms of the plan.

Section 4.

The parties agree that the insurance policies control all conditions for eligibility and terms of coverage, conditions under which benefits shall be paid and the amount of said benefits to be paid.

Section 5.

A copy of the current Life Insurance Policy and any changes in its terms or a change in carriers will be given to the Union President.

ARTICLE 16 ACTING PAY

Section 1.

In the event employees of the Fire Department are temporarily assigned a position of responsibility higher than the position the employee currently holds due to a vacancy created by: an employee retiring, resigning, or terminated, or an illness/injury that is foreseen to take more than ten (10) consecutive twenty-four (24) hour shifts to return to full duty, then the wage rate of the employee will be adjusted according to the wage rate the employee would receive if he were actually in the higher rated classification. The wage rate for a Captain acting as an Assistant Chief under the terms noted above, will be their base wage rate plus \$1.25 per hour. The adjusted wage rate will be paid in a manner corresponding with the actual dates working in said acting position. Employees filling positions of higher classification on intermittent or short-term basis are expected to perform those duties as part of their classification responsibility*. Any Captain receiving Assistant Chief Acting Pay on July 1, 2026, will be grandfathered in and keep Acting Pay until a position change, retirement, or termination.

Section 2.

Qualified Firefighters appointed to Relief Driver status will be made by seniority with consultation by the Fire Chief and the appropriate Captain(s) and final approval by the City Manager.

ARTICLE 17 SICK LEAVE AND PAY

Section 1.

Members of the platoon in the Paducah Fire Department working shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall be charged with two (2) sick leave days for one shift period for twenty-four (24) hours of illness. One (1) day of sick leave will be charged for a period of illness up to twelve (12) hours. Compensation for sick leave shall be computed at the member's rate of pay times the hours absent during the pay period, and full credit shall be given for regular and overtime pay as if the member had actually worked their scheduled shift of twenty-four (24) hours on duty and forty-eight (48) hours off duty as required by KRS 95.500.

Section 2.

A sick day shall be defined as a minimum of one twelve (12) hour period of illness or absence because of the death or illness of relatives as set forth in Section 78-33 of the Code of Ordinances of the City of Paducah as is in effect on the date of the execution of this agreement or as subsequently amended.

Section 3.

Employees shall accrue sick leave at the rate 1 1/3 days per month up to a maximum of 150 days of sick leave time. Exception to this is noted in Section 6.

Section 4.

Retirement Time Purchase: Employees that entered the system prior to 1-1-2014 and selected the retirement time purchase benefit shall be allowed to maintain the retirement time purchase option until retirement. When these employees retire, the City will purchase one day of retirement credit for each sick day accumulated up to a maximum of one year's retirement credit (242 days). An employee must have a minimum of 50 days accrued sick time at the time of retirement to receive this benefit. This

benefit is contingent on CERS approval. Employees in the retirement time purchase group accrue sick leave at the rate of 1 ½ days per month up to a maximum of 242 days of sick time.

Section 5.

Death Benefit: If an employee dies, the surviving spouse or designated beneficiary shall be entitled to the same unused sick leave benefits option as elected by the employee, either the retirement time purchase benefit described in Section 4 above or the payment alternative described in Section 6 below.

Section 6.

Payment alternative: Members of the bargaining may elect the following benefit in lieu of the retirement time purchase described in Section 4.

Upon retirement, employees electing the payment alternative who have over 50 days of sick leave accumulated shall be paid an amount equivalent to one day's regular pay for all sick days accumulated over 50 days up to a maximum of 70 day's pay.

Exception to Section 3. After an employee accrues 150 days in a given year, any sick time earned after that point within that year will be purchased by the City using the following formula. Beginning sick time plus annual accrual minus annual time used divided by 3.

$$\frac{\text{(Beginning sick time (max 150 days) + annual accrual) - Annual time used}}{3}$$

3

The payment for these days shall be an amount equivalent to one day's pay using the blended hourly rate calculation multiplied by the value determined above. See Article 11 Section 5 for an example of this calculation. Payment for these sick days shall be no later than the second paycheck of February of the following year.

Section 7.

Members of the bargaining unit working on a forty (40) hour week schedule shall be governed by Section 78-33 of the Code of Ordinances of the City of Paducah as was in effect on the date of the execution of this agreement or as subsequently amended.

Section 8.

The City and the Union agree to abide by the rules and regulations governing sick leave as set forth in the Code of Ordinances of the City of Paducah as is in effect on the date of the execution of this Agreement or as subsequently amended.

Section 9.

An employee on sick leave shall inform the Department or as directed by the Fire Chief, of the fact and the reason therefore as soon as possible but at least by 6:00 a.m. prior to the start of their scheduled shift and failure to do so within the first day of absence may, at the discretion of the City Manager, be cause for denial of sick leave with pay for the period of absence.

Section 10.

The Fire Chief may require an employee to take an examination, conducted by a licensed physician, designated by the Employer, to determine the physical or mental capability to perform the duties of their position. The Employer shall pay the cost of the examination.

Section 11.

Falsification of either the sick leave request or a physician's certificate or using sick leave for purposes other than which it was granted shall be grounds for disciplinary action up to and including discharge.

ARTICLE 18 BENEFITS FOR INJURY IN THE LINE OF DUTY RESULTING IN WORKERS' COMPENSATION

Section 1.

This Article applies only to full-time paid Members.

Section 2.

Should a Member receive an injury requiring the payment of Workers' Compensation rendering them temporarily unable to perform their duties for more than 7 calendar days, thereafter the City shall allow the injured worker to supplement the Member's Workers' Compensation benefits by utilizing 8 hours of their accrued sick time at straight time rate for every subsequent 7 calendar days.

- a. It is agreed that this benefit supplements benefits to which a Member may be entitled under applicable Worker's Compensation law, is not excluded from income pursuant to 26 U.S.C. 104 or 26 C.F.R. 1.104-1(b), and is a taxable benefit. The Member expressly authorizes the City to withhold applicable taxes from the Member's pay in accordance with such understanding.
- b. It is agreed that the Member and the City shall include any benefits hereunder in computing a Member's salary for contributions to CERS by the City and the Member. Furthermore, the Member and the City shall continue to contribute to CERS during the time any benefits are paid under this Article.
- c. It is agreed, that this benefit merely allows a Member to utilize accrued sick leave and does not confer upon any Member any additional sick time benefit not otherwise available.
- d. This benefit is not available to any Member if the Member has restrictions that can be accommodated with transitional duty or full duty.
- e. This benefit is not intended to create any expectation of continued employment. Furthermore, this benefit is not available if a Member is no longer employed by the City.
- f. It is agreed that a member may utilize sick time, if available, during the waiting period, unless it is determined that Workers' Compensation must go back and pick up that period. In such case, the member must repay the city the net pay received, and the city will restore their sick leave balance.

ARTICLE 19 TRANSITIONAL DUTY

Section 1.

The City agrees to consider offering transitional duty to firefighters as outlined in the Return to Work (RM – 8) policy effective August 18, 2008.

Section 2.

Transitional duty platoon members would move to a 40 hour work week and to abide by the provisions of RM – 8 including:

- a) The City agrees to pay a firefighter on transitional duty an hourly rate equal to that firefighter's hourly rate x 3328 divided by 2080.
- b) The IAFF understands the policy which prohibits engaging in outside employment in which the injured worker may reasonably be expected to perform work beyond their restrictions. Further, it is the worker's responsibility to report outside wages to the workers' compensation adjuster in a manner that can be adequately verified.
- c) The IAFF understands that failure to accept a transitional duty assignment that is offered could jeopardize indemnity benefits and agrees to have the firefighter use sick time in the event the firefighter declines a transitional duty offer.
- d) The City agrees that while on transitional duty the firefighter will retain accruals toward retirement and will not experience benefit interruption.
- e) It is mutually understood that while working a 40 hour transitional duty shift, no work is expected on holidays. The firefighter can choose to use their Holiday pay if still available at the time needed, or can choose to use sick time if Holiday pay has already been expended.

ARTICLE 20 HEALTH AND SAFETY

Section 1.

It is the desire of the City and Union to continue to maintain the best possible standards of safety and health in the Fire Department.

Section 2.

In promotion of this policy, the City agrees to provide reasonable funds and make reasonable provisions for safety equipment and sanitary health and safety protection for all employees.

Section 3.

In further promotion of this policy, the Union and employees agree to cooperate fully with the City in order to promote safety in operation; and all employees will cooperate with the City in promoting safety by the observation of all safety regulations, keeping alert to discover unsafe conditions or defective equipment, and to this end, will promptly report the same to their immediate officer. Upon receiving such a report, the City Safety Officer shall promptly investigate and give a written report to the committee.

Section 4.

The City and the Union shall appoint three (3) members each to the Occupational Safety and Health Committee. This committee will meet quarterly and discuss safety and health conditions.

Section 5.

All reports required by the Kentucky Department of Labor under the Occupational Safety and Health Act of 1970 dealing with accidents, injuries, deaths and illnesses maintained by the Fire Department shall be made available to the Safety Committee Members.

Section 6.

The parties agree that a Committee consisting of three (3) Union and three (3) management personnel will be appointed to develop a Fire Department-wide physical agility testing program to be submitted to the Fire Chief for their approval.

Once the physical agility testing program has been mutually agreed upon, the parties agree to initiate the annual, mandatory, on duty physical testing program between July 1st and September 30th of each year. Successful completion of the examination will result in a \$300 incentive to be credited to an employee's Health Savings Account (HSA) in accordance with federal guidelines governing HSA's or in the employee's deferred compensation account of their choice, subject to the terms and limitations of the deferred compensation plan. The payments will be credited on the second payroll in October of each year.

ARTICLE 21 LABOR/MANAGEMENT MEETINGS

Section 1.

The City and the Bargaining Unit recognize the responsibility each have to make full use of the knowledge, talent and commitment of all who are involved in the delivery of fire services to the citizens of the City. The City and the Bargaining Unit recognize the benefit to each of exploration and study of the department to provide the highest standards of service. Towards this end, the City and the Bargaining Unit agree to create and maintain Labor Relations Meetings, in conjunction with the other bargaining units recognized by the City, as an active forum for the exploration of mutual concerns.

Section 2.

The City and the Bargaining Units shall use this forum not as a substitute for collective bargaining or as a mechanism for modifying the Agreement; rather the forum is seen as an adjunct to the collective bargaining process and as an aide in implementing and maintaining the Agreement. This forum will also be useful as a place to discuss issues which arise outside of the context of collective bargaining but which represent impediments to a quality work environment, or which threaten the department's ability to deliver fire services in the most efficient manner possible. No issue that is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the City and the Bargaining Units. It is the expectation of both parties that the free flow of information and the active discussion of common concerns will positively influence both the decisions made by each party and the chances for acceptance of those decisions.

Section 3.

Department management and IAFF representatives shall meet at least three (3) times per year. The designated representatives from the City and the Bargaining Units will arrange the time, place and agenda. Other meetings between the parties can be held anytime by request of either party. Time and arrangement for such meetings will be set by the designated representatives from the City and the Bargaining Units. Acknowledgement of meeting request shall be received within three (3) working days of receipt.

Section 4.

The purpose of such meetings shall be to:

- a. Discuss the administration of the Agreement;
- b. Discuss grievances which have not been processed to the Second Step of the procedure when such discussions are mutually agreed to by the parties;

- c. Notify the Bargaining Units of changes made or contemplated by the City which effect Bargaining Unit members;
- d. Disseminate general information of interest to the parties;
- e. Give the Bargaining Unit Representatives the opportunity to share the views of their members and/or make suggestions on subject of interest to their members, including interpretations of the Agreement where such discussion may prevent the necessity of filing a grievance.
- f. Discuss ways to increase productivity and improve efficiency.

Section 5.

- a. For each person selected to represent the Bargaining Unit at the Labor Relations meetings, the City will consider up to two hours per meeting of such service to be a part of their job duties when the meeting occurs during the assigned work hours of the representative. However, such meetings shall not be scheduled so as to result in the payment of overtime for any designated representative to attend said meeting.
- b. It is further agreed that if a special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

ARTICLE 22 WORK RULES

Section 1.

The Bargaining Unit recognizes that the City, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, procedures and general orders.

Section 2.

The City agrees that no work rules, regulations or employment policies shall be established that are in violation of any express terms of this agreement.

Section 3.

Any additions or amendments to the work rules, regulations, policies, procedures and general orders shall be reduced to writing, and disseminated through email or other electronic means to members of the Bargaining Unit five (5) working days prior to implementation; however this section does not limit the right of the City, to meet emergency or operational needs, to immediately implement any work rules or regulations, policies, or general procedures with notice provided as soon as practical and/or prior to the conclusion of the five (5) working day notification period. The addition or amendment shall be dated and state its effective date. Each employee shall sign or electronically acknowledge receipt of same.

ARTICLE 23 APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be numbered (or lettered), dated and signed by the responsible parties.

ARTICLE 24 CONCESSION ALLOWANCE

The City will provide funds to each fire station on a quarterly basis. These funds will be used by the fire fighters to purchase staples, condiments and other items used by the members at the station. The monthly allocation will be dispersed by the Finance Department to the Fire Chief by means of petty cash. The Fire Chief will then disperse the funds to the officer in charge of each station quarterly based upon receipt of such funds. The monthly allocation of this allowance will be as follows:

Station #	Amount
1	\$100
2	\$100
3	\$100
4	\$100
5	\$100

ARTICLE 25 SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court or agency action or by reason of any existing or subsequently enacted State or Federal legislation or regulation, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 26 GRIEVANCE PROCEDURE

A grievance is defined as any dispute between the City and the Union and/or an employee concerning the interpretation, application, or compliance with the terms of this Agreement. A working day is defined as any day City Hall is open for business. Time limits set forth herein may be extended by mutual agreement of the parties, which agreement shall be in writing.

The Union must notify the City of the member of the grievance committee and any changes within five (5) working days.

Union's Grievance Committee shall receive all grievances in writing and shall determine whether or not a grievance exists. All facts must be presented at the time the grievance is filed, no new facts may be presented later in the steps. If new evidence is presented, the grievance goes back to step 1 and starts over.

Grievances shall be processed in the following manner:

Step 1.

Within five (5) working days of the receipt of the grievance and if it is determined that a grievance exists, the Grievance Committee shall present the written grievance to the Fire Chief for adjustment. The grievance must be presented within ten (10) working days after the occurrence of an event or action that causes a non-probationary employee to feel aggrieved. No grievance presented after ten (10) working days will be considered under these procedures. The grievance must state the contract provisions(s) violated, the relief sought, the facts supporting the grievance, and must be signed by the

aggrieved employee. The Fire Chief shall within ten (10) working days of receipt of the grievance forward their written response to the Union Grievance Committee.

Step 2.

If the grievance is not resolved in Step 1, the Union Grievance Committee shall within five (5) working days after receiving the written response of the Fire Chief, forward a written appeal to the City Manager. If necessary, the City Manager may meet with the aggrieved employee and Union Representative within 10 working days to discuss the grievance. The City Manager shall forward their written decision on the grievance within ten (10) working days of the meeting to the Union Grievance Committee with a.

Step 3.

Mediation If the grievance is not resolved at Step 2, and the employee and the Union desire to proceed with the grievance then the employee and the Union, within ten (10) working days may request mediation by a mutually agreed upon mediator. The mediator shall have five (5) working days to set a date for the mediation hearing within thirty (30) working days. The mediator shall attempt to mediate the dispute at the hearing. Should the mediator fail to resolve the dispute, then either party may request a written advisory opinion from the mediator. The mediator shall be without power or authority to alter, amend or modify any of the terms of this Agreement the advisory opinion of the mediator shall be submitted in writing within a reasonable time, but not later than thirty (30) working days after the date of the hearing. The parties expressly agree that the City and the Union both have the right to accept or reject the mediator's decision.

Step 4:

If the grievance remains unadjusted, it may then be presented by the Union to the Board of Commissioners in writing within three working days after the response of the mediator is due. The written statement of appeal of the grievance shall set forth all the reasons and grounds for the grievance and the appeal to the Board together with a statement of the relief sought. A copy of all previous written documents involved in the action shall be attached to the grievance and made a part thereof. The grievance will be placed on the Commission agenda within three weeks after it is presented and shall be heard in public session. A vote of three Commissioners will be required to deny the grievance. The decision of the City Commissioners is final and binding upon the parties, unless said decision is found to be arbitrary and capricious by a Court of appropriate jurisdiction.

Expenses for the mediator's services in the proceedings shall be borne equally by the City and the Union provided. However, each party shall be responsible for compensating their own representatives and witnesses. If either party desires a transcript of the proceedings, it may cause such a record to be made, but shall bear the cost, unless the transcript is taken by mutual agreement. Each party shall be responsible for providing their own copy. In the event the mediator requires a verbatim record of the proceedings, the original transcript shall be borne equally by both parties.

ARTICLE 27 WAGE RATES

Article 26, Wage Rates, is hereby amended to read as follows:

Section 1.

The parties agree that the employees covered herein will be paid, as set out in Section 2 of this Article.

Section 2. Wage rates shall be paid as follows, this includes one-time increases in the base wage effective July 1, 2026, then a 2% increase July 1, 2027, and a 2% increase July 1, 2028 respectively. These increases will be applied to the base wage rates before any cost-of-living adjustments (COLA's) occur for those years. COLA's will be determined according to Section 8. The July 1, 2026, COLA will be 2.7% and is included in the wage table below. Actual increases will take effect on the first day of the pay period coincident with or following the effective date of the increase.

	Payroll July COLA 2.7%
Captains	2026
< 10 years	24.65
10 years	25.52
15 years	26.28
20 years	27.08
25 years	27.88
Lieutenants	
< 10 years	22.41
10 years	23.20
15 years	23.89
20 years	24.62
25 years	25.36
Firefighter Relief Driver	
2 years	19.75
3 years	20.55
5 years	21.16
10 years	21.80
15 years	22.46
Firefighter Appointee	
6 months	17.03
1 year	18.55
3 years	19.11
5 years	19.68
10 years	20.27
15 years	20.79
	21.30

(a) Captains, Lieutenants, Firefighters-Relief Driver and Firefighters shall be paid the aforesaid hourly rates during each weekly period beginning Thursday and ending Wednesday for the first forty (40) hours of duty, and at one and one-half times said hourly rates for each duty hour in excess of forty (40).

(b) Firefighters appointed to Relief Driver Status will be made by seniority, provided that said firefighters have passed all associated qualifying testing as stated in department policy, with consultation between the Fire Chief and the appropriate Captain(s) and final approval by the City Manager.

Section 3.

Based on comparative pay studies, the City may unilaterally increase the wage rate of any rank within bargaining unit position or classification.

Section 4.

Beginning July 1, 2017, prospective wage increases will correspond to the platoon members' date of hire anniversary. For conversion to this payment method, step increases will be administered in the intervening period (from date on the floor anniversary until date of hire anniversary) so as not to cause an employee to miss a step. Nothing in this section is intended to affect an employee's probationary period. In the instance where an employee is suspended without pay, their anniversary date will be adjusted to reflect the interruption in service, delaying their step increase by the length of their suspension(s).

Section 5.

If during the term of this agreement the City of Paducah implements a negotiated pay increase:

1. Beginning during the course of this Agreement or
2. Simultaneously with this Agreement

For any bargaining unit, and that percentage pay increase is in excess of the amount granted to the bargaining unit herein, then, in that event, the City of Paducah will simultaneously therein adjust the bargaining unit wage scale. The aforesaid adjustment shall equal, but not exceed, the differential between the percentage amount awarded to the bargaining unit herein and the higher percentage amount granted to any other City bargaining unit.

Section 6.

Each member of the collective bargaining unit shall receive longevity pay as set by the City for all eligible City employees.

Section 7.

Current members of the Paducah Fire Department's specialty teams defined as: Technical Rescue Team, Water Rescue Team, Hazmat Team, Honor Guard, Peer Support, or other similar skills determined by the Fire Chief shall receive additional compensation of fifty dollars (\$50) per bi-weekly pay period for specialty skills utilized by the City outside of their regular assignment.

The maximum compensation for specialty skills an employee shall receive is fifty dollars (\$50) per bi-weekly pay period, regardless of how many special skills assignments an employee is performing. The Fire Chief has the authority to manage the specialty teams and assignments as they see best for the Department. The Fire Chief has the authority to add and remove members of the specialty teams and assignments at their discretion.

Section 8.

Effective July 1, 2026 the cost of living adjustment (COLA) will be paid in accordance with KRS 83A.075(1). The Department for Local Government (DLG) calculates the maximum allowable annual compensation for mayors of cities other than first-class cities by the second Friday in February each year. These calculations are based on the court-established formula application levels for state and local governmental constitutional officers. Adjustments are determined using the Consumer Price Index (CPI) maintained and reported by the U.S. Department of Labor, Bureau of Labor Statistics. A Bureau-issued news release establishes the CPI as of December of the preceding year, at which time the percentage increase for the prior twelve-month period is determined. This percentage will become the City Manager’s recommendation to the Board of Commissioners as the annual Cost of Living Adjustment (COLA) for employees. The Commission shall accept the recommendation in good faith as part of their budget adoption process. Each year the City will forward the letter notifying the Union of the amount within five (5) business days of receipt. An updated wage table will be provided at that time. Historical DLG increases can be found on the Kentucky League of Cities website for under Info Central.

ARTICLE 28 CONTINUANCE OF EXISTING MONETARY RIGHTS

Unless otherwise provided in this contract the City agrees to continue its present policies in regard to all benefits of direct monetary value to the employees.

ARTICLE 29 DURATION

Section 1.

The Agreement, when signed by the duly authorized officers of the City and the Union, shall become effective as of the date of execution, and shall terminate on June 30, 2029. If a new agreement is not executed, the parties may agree in writing to extend the current agreement for an additional period of time.

In any event, nothing herein contained shall preclude either party from modifying or changing or amending its proposals for a new Agreement. The City and Union each have entered into this Agreement pursuant to duly adopted ordinances and resolutions authorizing same.

Section 2.

Between November 1 and 15, 2028, either party may request in writing that negotiations be opened to modify or renew this Agreement. Within 10 days of receipt of the request to open negotiations the parties will meet and schedule up to 5 negotiating meetings to be held between January 2 and March 1, 2029. Failure to reach tentative agreement in this timeframe will result in a forty-five (45) day suspension of negotiations. On or about April 16 negotiations will resume and if the parties come to an impasse, either party may request mediation services through the Kentucky Labor Cabinet and the current Bargaining Agreement will be extended for sixty (60) days

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand this ___th day of _____, 2026.
This agreement, if approved by Final Ordinance, shall become effective upon signing.

FOR THE CITY OF PADUCAH,
KENTUCKY:

FOR THE PROFESSIONAL FIRE
FIGHTERS OF PADUCAH, LOCAL
168, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS:

George P. Bray, Mayor

Matthew Meiser, President

AGREEMENT
BETWEEN
THE CITY OF PADUCAH

AND

**THE PROFESSIONAL FIRE FIGHTERS OF
PADUCAH, LOCAL 168, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS**

Effective

July 1, 202~~3~~

through

June 30, 202~~3~~⁶

Table of Contents

PREAMBLE 3

ARTICLE 1 DEFINITIONS 3

ARTICLE 2 RECOGNITION 3

ARTICLE 3 MANAGEMENT RIGHTS 3

ARTICLE 4 PUBLIC OBLIGATION 4

ARTICLE 5 PAYROLL DEDUCTIONS OF DUES 5

ARTICLE 6 NON-DISCRIMINATION 6

ARTICLE 7 DISCIPLINARY ACTION 6

ARTICLE 8 EXCHANGE OF DUTIES AND UNION BUSINESS LEAVE 6

ARTICLE 9 WORKWEEK AND OVERTIME..... 7

ARTICLE 10 CLOTHING ALLOWANCE..... ~~98~~

ARTICLE 11 VACATIONS 9

ARTICLE 12 HOLIDAYS 11

ARTICLE 13 SENIORITY ~~1211~~

ARTICLE 14 HEALTH INSURANCE..... 12

ARTICLE 15 LIFE INSURANCE 13

ARTICLE 16 ACTING PAY 14

ARTICLE 17 SICK LEAVE AND PAY 14

ARTICLE 18 BENEFITS FOR INJURY IN THE LINE OF DUTY RESULTING IN WORKERS' COMPENSATION 16

ARTICLE 19 TRANSITIONAL DUTY ~~1717~~

ARTICLE 20 HEALTH AND SAFETY 17

ARTICLE 21 LABOR/MANAGEMENT MEETINGS..... 18

ARTICLE 22 WORK RULES..... 19

ARTICLE 23 APPENDICES AND AMENDMENTS..... ~~2019~~

ARTICLE 24 CONCESSION ALLOWANCE..... ~~2020~~

ARTICLE 25 SAVINGS CLAUSE..... 20

ARTICLE 26 GRIEVANCE PROCEDURE..... 20

ARTICLE 27 WAGE RATES ~~2221~~

ARTICLE 28 CONTINUANCE OF EXISTING MONETARY RIGHTS 24

ARTICLE 29 DURATION..... 24

PREAMBLE

Whereas a referendum was held and whereas the City of Paducah, hereinafter referred to as the "City", and the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters, hereinafter referred to as the "Union" have met and conferred, the parties agree to maintain and promote harmonious relations between the City and Union, in order that efficient and progressive public service may be rendered, as follows:

ARTICLE 1 DEFINITIONS

The parties agree that whenever in this Agreement a term such as "fire fighter", "fireman", "employees of the Fire Department", "employees", or "members of the platoon" is used, the term refers to those personnel expressly included in the bargaining unit as set out in Article II, Recognition, and further this Agreement in no manner whatsoever has any effect on the wages, hours, and working conditions of other City personnel.

The parties agree that whenever in this Agreement the term "City" is used, the term refers to whomever the Board of Commissioners has designated to exercise the right or discharge the obligation in question.

ARTICLE 2 RECOGNITION

The City hereby recognizes the Union as the exclusive collective bargaining representative for all employees of the Fire Department of the City of Paducah in the classifications of Firefighter, Lieutenant, Captain, and excluding the Fire Chief, Deputy Fire Chiefs, Assistant Fire Chiefs, Battalion Chiefs, Training Officers, Fire Marshals, Deputy Fire Marshals, administrative clerical personnel, probationary employees and excluding any non-uniform personnel.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1.

Except as expressly modified by a specific provision of this Agreement, the City retains its sole and exclusive rights to operate and manage its affairs in all respects. The exclusive rights of the City which are not abridged by this Agreement include, but are not limited to, its right to hire and to be the sole judge of qualifications of applicants. The City has the right to direct the working forces, to discipline or discharge for just cause, to establish, maintain and modify departmental rules and procedures; to lay off and recall; to be the judge of whom to promote and the methods and procedures for promotions; to assign work; to transfer employees from one station to another in a manner most advantageous to the City; to contract and to subcontract with outside contractors; to establish, modify or change manning of apparatus, amount of apparatus in the fleet, etc.; the right to direct the members of the Fire Department, including the right to hire, promote, or transfer any employee; the right to organize and reorganize the Fire Department in any manner permitted by law including the size of the Fire Department and the determination of job classifications; the right to determine the method and frequency of pay, the allocation and assignment of work to employees within the Fire Department in a manner most advantageous to the City; to introduce new, improved or different methods and techniques of operation or to change existing methods and techniques of operation; to establish basic in-service training programs and requirements of upgrading the skills of employees with adequate training; to determine the location, methods, means and personnel by which operations are to be

conducted; to establish, implement and maintain an internal security practice; to schedule overtime above that called for in Section 1 of Article 9, vacations, days off and holidays off; to determine rank based upon the duties assigned; to take whatever actions may be necessary to carry out the mission of the City in dire emergency situations.

Section 2.

Failure by the City to exercise any of its rights shall not constitute a waiver of that right. The above rights and powers are vested in the City, and not subject to the bargaining or grievance procedures; however, the exercise of these rights shall be subject to the grievance procedure except as expressly modified by the terms of this Agreement.

Section 3.

Promotions

Recommendations to the City Commission for Promotion to the ranks of Captain and Lieutenant will be based on a weighing of evaluation of each Candidate's:

- Annual Evaluations
- Job Performance
- Leadership
- Initiative
- Personnel Record
- Assistant Chiefs' Comments
- Resume
- Education and Continuing Education
- Interview Board ranking and notes
- Seniority

After a promotion is made the Chief will provide on the request of any candidate not selected for promotion a written summary of the candidates strengths and areas for improvement that were weighted in considering the candidate for promotion.

This content of the summary is not subject to the grievance procedure.

Section 4.

Reductions-in-force:

The City agrees that any changes in the organizational Ordinance and/or Municipal Order for the Fire Department by the City Commission that results in a reduction-in-force of employees represented by Local 168 of the IAFF will require a thirty (30) day advance written notice to the Union. The purpose of the advance notice is to give the Union opportunity to comment publicly to the Commission. Temporary lay-offs due to budget shortfalls are not covered by this provision.

ARTICLE 4 PUBLIC OBLIGATION

Section 1.

The Union shall not strike during the term of this Agreement.

Section 2.

Further, in consideration of this Agreement, the City shall not lock out its employees of the Fire Department during the term of this Agreement.

Section 3.

Any member of the Bargaining Unit, who during the term of this Agreement participates in a strike against the City of Paducah shall be deemed to have breached the terms of this contract and shall further be deemed to be guilty of misconduct. Any person participating in such a strike in the Paducah Fire Department will not receive pay or compensation from the City during the period he is engaged in the strike. Any person participating in such a strike shall be subject to disciplinary action under the provisions of KRS Chapter 95.

Section 4.

If the members of Local 168 engage in a strike against the City of Paducah during the term of this Agreement, then it shall cease to be recognized as the exclusive representative of the employees and shall be ineligible to act as their exclusive representative for a period of two years following the end of the strike. In addition, the City shall be under no further obligation to make payroll deductions for union dues for a period of two years following the end of the strike.

Section 5.

"Strike" means an employee's refusal, in concerted action with others, to report for duty, or willful absence from the position, or stoppage of work, or abstinence in whole or in part from the proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing, or protesting a change in the wages, hours, or other terms and conditions of employment, provided however, a strike shall not mean an effort by an individual member of Local 168 who attempts, without Union authorization, to influence, coerce, or change wages, hours, or other terms and conditions of employment.

ARTICLE 5 PAYROLL DEDUCTIONS OF DUES

Section 1.

Employees of the Fire Department on the effective date of this agreement or employed thereafter, shall have the option of becoming members of the Union after completion of Recruit School and promotion to the status of Firefighter.

The Employer agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of the deductions shall remain in full force and effect during the term of this Agreement.

Section 2.

The Union shall hold the City harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason with action taken by the City in reliance upon employee payroll deduction authorization forms submitted by the Union to the City.

Section 3.

The City shall provide each member of the Union's Executive Board with a copy of this Agreement and the Union agrees to provide the City with a roster of the names of its Executive Board, their addresses, and telephone numbers. The Union also agrees to notify, in writing, the City within five (5) days upon the day that any change in the members of the Executive Board occurs.

****Addendum – Notwithstanding anything to the contrary therein, this section shall not be applicable if any part thereof shall be in conflict with applicable State Law; provided, however, that if all of any part of this section becomes permissible by virtue of a change in applicable State Law, whether by legislative or judicial action, the provisions of this section held valid shall immediately apply.**

ARTICLE 6 NON-DISCRIMINATION

Section 1.

The City agrees not to restrain or coerce any employee because of any authorized employee activity in an official capacity on behalf of the Union.

Section 2.

The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful disparate treatment, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 3.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 7 DISCIPLINARY ACTION

The parties hereto agree that all disciplinary matters will be governed by the provisions of KRS 95, provided however; an employee may voluntarily accept discipline, discharge, or demotion in lieu of having charges preferred against them under the provisions of KRS 95. Any disciplinary action the City takes that is covered by KRS 95 and not resolved voluntarily with the employee, will be final and will not be subject to the Grievance Procedure.

ARTICLE 8 EXCHANGE OF DUTIES AND UNION BUSINESS LEAVE

Section 1.

Upon approval of the Chief of the Department, or to the Assistant Chiefs to whom the Chief has delegated the authority, employees may exchange duty by "trading time" with each other on a voluntary basis in instances including, but not limited to, situations where a member has depleted their paid leave allowances and continues to be unable to return to duty; attendance at professional or Union conferences and schools, any official Union business, and such other situations where the member's absence could not otherwise be compensated for purely personal reasons. Work back and exchange of

duties, as provided for herein shall in no way result in credit for extra compensation for the one performing the duty in the form of overtime or other provisions for increased pay. The approval of the Chief of the Department or the Assistant Chiefs to whom the Chief has delegated the authority shall be at their sole discretions based on operational needs.~~not be unreasonably withheld.~~ Both employees involved in the exchange of duty must follow the City's procedure which limits the number of "trading time's" to eighteen 24 hour exchanges (432 hours) annually each for personal use and for union business leave. Sick time work back is defined further under Section 2. The Chief will maintain records of all exchanges and work back and verify compliance with City record-keeping requirements and 29 USC par 207 (p) 3, 803 KAR 1:063, KRS 337.020 and others as they become applicable.

Section 2.

An employee who has exhausted their paid leave due to an extended sick leave absence from illness or non-work related injury and had as much as two-thirds (2/3) of their earned sick leave available at the beginning of the absence qualifies for up to six (6) months of work place coverage from qualified employees who agree to voluntarily work or donate unused vacation time (as long as no overtime is predicted to be needed to maintain minimum staffing as contained in City policy and can't be granted any earlier than 72 hours before the start of the covered shift) as their replacement. The employee who is absent due to illness/injury will be paid and the voluntary replacement will not receive compensation from the City or will have vacation time deducted if approved. Under unusual circumstances where a member does not have 2/3 of their sick time available at the beginning of the absence who does not qualify for sick time work back, the affected employee can petition through a labor management meeting to qualify for sick time work back. In the event the employee being covered by work back does not comply with the City's return to work policies (203-203.3), the union body and / or the City has the right to discontinue work back coverage.

Section 3.

The City agrees that members of the Union negotiating team, but in no event more than three (3) employees, shall, if on duty, be allowed to participate in negotiations without loss of pay for up to a total of ninety (90) hours compensated (each employee participating while in a work status will have their hours counted toward the total 90 hours allowed) for negotiations sessions mutually agreed to by the City. Nothing herein prevents additional negotiating sessions between the City and the Union except that the City will not be responsible for loss of wages beyond that previously described.

Section 4.

The City agrees that a Union representative and one grievant, regardless of whether more than one employee of the Fire Department is involved in the grievance, shall be allowed time off to attend any meeting held pursuant to the grievance procedure (Steps 1 through 4) in Article 26 of this Agreement without loss of pay if on duty.

ARTICLE 9 WORKWEEK AND OVERTIME

Section 1.

The Fire Department shall be divided into three platoons. Each platoon shall be on duty for twenty-four (24) consecutive hours, after which the platoon serving twenty-four (24) hours on duty shall be allowed to remain off duty for forty-eight (48) consecutive hours except in cases of dire emergency.

Section 2.

The change time or designated time that each platoon shall change shifts shall be at 6:40 a.m. each day.

Section 3.

All hours worked in excess of forty (40) hours per week shall be compensated for at a rate of one and one-half times the regular straight-time hourly rate.

Section 4.

a) When an employee is called in and required to work overtime, he shall receive a minimum of six (6) hours of compensation at one and one-half their regular straight-time hourly rate, regardless of whether such employee worked a full six (6) hours or not. When an employee is called in and required to work overtime in the event of an emergency incident outlined as a structure fire, natural disaster, technical rescue deployment, water rescue deployment, or Hazmat deployment, said employee shall receive a minimum of six (6) hours of compensation at double their regular straight-time hourly rate for the first six (6) hours. In the event the employee works beyond six (6) hours during the same overtime period, said employee shall receive time and one-half pay for each hour or part of an hour after the six (6) hour period expires (partial hour worked shall be considered a full hour).

b) An employee required to work beyond the end or before their regularly scheduled work shift shall receive overtime compensation for the actual hours worked at one and one-half the employee's regular straight-time hourly rate before and after each shift. In the event the employee works beyond two (2) hours, the employee shall receive four (4) hours overtime at one and one-half their regular straight-time hourly rate. In the event the employee works beyond four (4) hours during the same overtime period, said employee shall receive time and one-half pay for each hour or part of an hour after the four (4) hour period expires (partial hours worked shall be considered a full hour)

c) Employees voluntarily accepting overtime scheduled by the end of their previously scheduled work shift shall receive a four (4) hour guarantee of overtime at one and one-half times their regular straight-time hourly rate. This provision does not have any impact on working into the beginning of an employees scheduled work shift and a partial hour worked shall be considered a full hour.

d) Employees voluntarily accepting overtime to participate in an administrative capacity or to assist with training shall receive overtime compensation for 2 hours minimum at one-half times their regular straight-time hourly rate. This provision does not have any impact on working into the beginning of an employee's scheduled work shift and a partial hour worked shall be considered a full hour.

e) In the event that a member of the bargaining unit is subpoenaed to testify in a court of competent jurisdiction for reasons directly relating to their official capacity with the Fire Department while off duty, they shall be compensated as set forth in this Section.

Section 5.

There shall be no pyramiding of overtime.

Section 6.

Payroll shall be biweekly.

ARTICLE 10 CLOTHING ALLOWANCE

The Fire Chief shall determine the appropriate uniform to be worn by bargaining unit employees and employees shall be required to be in proper uniform while on duty. The City, by a vendor credit system, will provide \$1250 per employee to be distributed in two installments, \$625 on January 1 and \$625 on July 1 of each year, with the exception of employees with less than 1 year of service. An employee with less than one year of service will start receiving the January 1 and July 1 installments after they have completed 8 months of employment. Any remaining balance in an employee's uniform account on December 31 may be carried over. Each fire fighter will be able to purchase required clothing as needed in keeping with purchasing procedures established by the City and policies of the department established by the Fire Chief. ~~The City at no cost to the Firefighter will replace Clothing/accessories torn or damaged during the performance of the Firefighter duties.~~ Equipment items approved by the Chief will be Quartered mastered by the Fire Administration staff at no cost to the employee.

ARTICLE 11 VACATIONS

Section 1.

All platoon employees working shifts of 24 hours on duty and 48 hours off duty shall receive vacation time as follows, based upon the number of years of service completed:

- A. From the beginning of employment – End of the 3rd year - the accrual rate shall be 12 hours per month for a total of six (6) twenty-four (24) hour shift days.
- B. From the beginning of the 4th year – End of the 10th year - the accrual rate shall be 14 hours per month, for a total of seven (7) twenty-four (24) hour shift days per year.
- C. From the beginning of the 11th year – End of the 15th year - the accrual rate shall be 16 hours per month for a total of eight (8) twenty-four hour shift days per year.
- D. From the beginning of the 16th year – End of the 20th year - the accrual rate shall be 18 hours per month for a total of nine (9) twenty-four hour shift days per year.
- E. From the beginning of the 21st year – End of the 25th year - the accrual rate shall be 20 hours per month for a total of ten (10) twenty-four hour shift days per year.
- F. From the beginning of the 26th year - the accrual rate shall be 22 hours per month for a total of eleven (11) twenty-four hour shift days per year.

Vacation pay for platoon personnel shall be computed at the member's rate of pay times the hours absent during the pay period, and full credit shall be given for regular and overtime pay as if the member had actually worked their scheduled shift of 24 hours on duty and 48 hours off duty. Each member may accrue up to a maximum of twenty-five (25) days of vacation pursuant to the provisions of Section 4 of this Article.

Section 2.

No member of the bargaining unit shall be entitled to take more than their annual leave as defined by Section 1 or Section 2 above.

Section 3.

The Fire Chief will prepare a schedule for vacations and holiday leave time. The schedule will contain 17 leave slots. Each leave slot will contain seven (7) – twenty-four (24) hour shifts. Four (4) slots will contain three (3) individual slots. The rest will be filled with two (2) individual slots. One slot containing two (2) individual slots will increase to a three (3) individual slot each time staffing rises by one (1) member over twenty-one (21) on each crew.

The first week in December the Fire Chief shall bid vacation leave by seniority on each crew until the youngest member in seniority has chosen. Then by seniority holiday leave is chosen until youngest employee has been chosen.

Members of the bargaining unit with fifteen (15) years of service shall have accrued vacation time not taken in the year accrued placed in a vacation bank. The maximum hours to be accumulated in the vacation bank is 600 hours for platoon employees. Time in the vacation bank shall be used only in case of extended disability when an employee has used all of their sick leave. No employee with less than fifteen (15) years of service will be permitted to put time in the vacation bank, except employees with between ten (10) and fifteen (15) years of service may place their two (2) unscheduled days in the vacation bank. Once the employee's vacation bank reaches 600 hours, the employee will be required to schedule their vacation in the year in which it is accrued. Failure of the employee to request said vacation time shall result in the loss of that vacation.

Section 4.

Members of the bargaining unit may trade vacation time with the approval of the Fire Chief or the Assistant Chief to whom the Chief has delegated the authority.

Section 5.

Upon the termination of employment with the City a member of the bargaining unit shall be paid for all accrued and unused vacation time using the blended hourly rate up to the maximum amounts permitted to be accrued under the provisions of Section 1 and Section 2 above. An example of how the blended hourly rate is calculated is as follows:

Blended Rate Calculation:	
18.90	Regular rate
<u>2,080.00</u>	Regular hours per year
39,312.00	A
28.35	O/T rate
<u>832.00</u>	Scheduled O/T hours per year
23,587.20	B
62,899.20	A + B
<u>2,912.00</u>	Total hours worked
21.60	Blended rate

Section 6.

Notwithstanding any of the above provisions, any vacation hours accrued during the year that equal less than 24 hours (hours accrued due to an increase in years of service) or in unusual situations whereby the fire fighter is unable to utilize earned vacation hours during the year, he may be allowed to temporarily increase their accrued vacation balance in excess of the 600 hours, regardless of the years of service, with the approval of the Fire Chief. These hours should be taken in the next calendar year, if possible.

ARTICLE 12 HOLIDAYS

Section 1.

Members of the Fire Department working as a member of a platoon performing duty in shifts of 24 hours on duty and 48 hours off duty shall be given the holidays listed in Section 2 with a credit of 2 holidays per 24 hour shift and they shall be compensated for such holidays at their average earnings including regular and overtime pay for a 56-hour workweek. Holidays will be scheduled as described in Article 11, Section 4.

Section 2.

All members of the bargaining unit within the Fire Department shall receive the following ~~132~~ holidays:

New Year's Eve

New Year's Day

Martin Luther King Jr. Day

Memorial Day (Monday Observance)

Juneteenth

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

The day immediately following Thanksgiving Day

Christmas Eve

Christmas Day

Personal Day (July 1)

Section 3.

A Personal day shall be part of the ~~132~~ holidays granted each calendar year, but shall be scheduled as July 1.

Section 4.

Whenever a member of the bargaining unit works on a legal holiday, the said member(s) shall be paid two (2) times their hourly rate of pay for an additional twelve (12) hours for working on said holiday. In order to receive holiday pay, a bargaining unit member must work twelve (12) hours on said holiday. In the instance of exchange of duty, the employee whose shift is being worked will receive the holiday pay. A legal holiday is defined as any of the holidays set forth in Article 12, Section 2.

Section 5.

Whenever the City Commission designates a City-wide holiday in addition to those mentioned in Section 2 above, members of the bargaining unit shall be granted an additional holiday and compensated as described in Section 1 above. Closing of city offices due to weather or other emergencies are not considered a holiday.

ARTICLE 13 SENIORITY

In the case of a personnel reduction, the employee with the least seniority shall be laid off first. Time in the Fire Department shall be given the utmost consideration. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work.

ARTICLE 14 HEALTH INSURANCE

The City will continue to offer a group health insurance plan "Plan" to all full-time employees and/or retirees who qualify for and participate in the City's Plan, whereby participation is defined under the terms and conditions set forth during each annual renewal period or any intervening period as permitted by the summary plan description.

Section 1.

If during the term of this agreement, the City chooses to maintain its grandfathered status for the City's self-funded insurance plan in place as of March 23, 2010, it agrees to adhere to the following prescribed mandates currently in effect, in addition to any other limitations imposed by the 2010 Healthcare Reform Legislation as adopted and considering any future amendments, unless repealed:

- a) Elimination of Benefits- The City agrees not to eliminate all or substantially all benefits to diagnose or treat a particular condition under the "Plan."
- b) Increase in Percentage Cost-Sharing- The City agrees not to increase (measured from March 23, 2010) the percentage cost-sharing (e.g., an increase in co-insurance paid by covered employees).
- c) Increases in Fixed-Amount Cost-Sharing- The City agrees to adhere to the regulations governing increases in fixed amount cost-sharing (e.g., deductibles or co-payments) measured from March 23, 2010. The City will not increase fixed cost sharing above an inflationary adjustment of up to 15% above medical inflation fixed-amount cost-sharing other than co-payments (such as a deductible). Medical inflation is defined by reference to the overall medical care component of the Consumer Price Index for All Urban Consumers (CPI-U) (unadjusted) published by the Department of Labor (OMCC). For co-payments, The City agrees not to increase (measured from March 23, 2010) the fixed-amount co-payments above the greater of (1) \$5, increased by medical inflation; or (2) 15% above medical inflation.
- d) Decrease in Rate of Employer Contributions – The City agrees not to decrease its contribution rate (whether based on a formula or on cost of coverage) for any tier of similarly situated individuals by more than 5 percentage points below the contribution rate on March 23, 2010. In the case of a self-insured plan, contributions by an employer or employee organization are equal to the total cost of coverage minus the employee contributions toward the total cost of coverage.

Section 2.

If during the term of this agreement, the City chooses to join the KEHP (Kentucky Employees' Health Plan), the City agrees to adhere to the contribution rates as set forth by the State of KY, during renewal and open enrollment windows annually.

Section 3.

If during the term of this agreement, the City finds it necessary to seek an alternative arrangement (other than the arrangements described in Sections 1 and 2) for providing health care benefits to its employees, it agrees to provide coverage to its participating employees with cost sharing arrangements, coinsurance, and deductibles that are substantially equivalent compared to the plan(s) offered for the plan year 2011, unless said benefits have been modified as a result of federal or state legislation. (Appendix 2 Summary of Benefits 2011)

Section 4.

The City will not reimburse for any expenses paid for by any other insurance carrier, including Worker's Compensation or for any other medical expenses which are not covered medical expenses under The Plan or which are not considered as usual, customary or reasonable, or considered medically necessary.

Section 5.

If either the Commonwealth of Kentucky or the federal government enacts legislation that modifies the benefits provided bargaining unit employees, nothing in this Article will prevent the City from adhering to the mandates as prescribed by law.

Section 6. The terms and conditions of the Health Insurance Plan control as to all questions, including eligibility, benefits provided, and the amount of benefits.

Section 7. The City retains the right to enact procedural changes during the Agreement to attempt to control costs.

ARTICLE 15 LIFE INSURANCE

Section 1.

The gross premiums for life insurance shall be paid by the City of Paducah. All earned dividends on such insurance policy or policies shall be paid to the City and shall be and become a part of the general fund.

Section 2.

The life insurance benefit on an employee's life shall be in the face value amount of \$15,000 to be paid upon the employee's death. The City agrees to provide a double indemnity benefit for any employee killed in the line of duty which will be \$50,000 or equal to any public safety employee to be paid upon the employee's death. The Union, however, recognizes the City's right to switch insurance carriers as long as the City continues to provide equal or better benefits.

Section 3.

~~Retiree Life Insurance will no longer be offered effective July 1, 2026. Any retiree taking coverage prior to that date will be grandfathered in according to the terms of the plan. Upon retirement an employee participating in the group insurance plan may continue their coverage in the amount of Four Thousand Dollars (\$4,000) for which the retiree shall pay a monthly premium of fifty (50%) percent of its cost. The City shall pay an amount not to exceed Fifty percent (50%) of the total monthly premium. In no event shall the City pay more than Fifty percent (50%) of any such premium.~~

Section 4.

The parties agree that the insurance policies control all conditions for eligibility and terms of coverage, conditions under which benefits shall be paid and the amount of said benefits to be paid.

Section 5.

A copy of the current Life Insurance Policy and any changes in its terms or a change in carriers will be given to the Union President.

ARTICLE 16 ACTING PAY

Section 1.

In the event employees of the Fire Department are temporarily assigned a position of responsibility higher than the position the employee currently holds due to a vacancy created by: an employee retiring, resigning, or terminated, or an illness/injury that is foreseen to take more than ten (10) consecutive twenty-four (24) hour shifts to return to full duty, then the wage rate of the employee will be adjusted according to the wage rate the employee would receive if he were actually in the higher rated classification. The wage rate for a Captain acting as an Assistant Chief under the terms noted above, will be their Acting base wage rate plus \$1.25 per hour. The adjusted wage rate will be paid in a manner corresponding with the actual dates working in said acting position. Employees filling positions of higher classification on intermittent or short-term bases are expected to perform those duties as part of their classification responsibility*. Any Captain receiving Assistant Chief Acting Pay on July 1, 2026, will be grandfathered in and keep Acting Pay until a position change, retirement, or termination.

Section 2.

~~There will be \$.95 cents per hour for each shift and it will be distributed according to the expected utilization of Captains filling the role of Assistant Chief, the actual numbers of Captains receiving the additional compensation and who will receive the compensation is subject to assignment by the Fire Chief (Captains subject to acting as Assistant Chief #1 will receive + \$.60 per hour, in Acting base wage rate, Acting Assistant Chief #2 will receive + \$.25 per hour in Acting base wage rate, and Acting Chief #3 will receive + \$.10 per hour, in Acting base wage rate). Additionally, Qualified Firefighters appointed to Relief Driver status will be made by seniority with consultation by the Fire Chief and the appropriate Captain(s) and final approval by the City Manager.~~

ARTICLE 17 SICK LEAVE AND PAY

Section 1.

Members of the platoon in the Paducah Fire Department working shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall be charged with two (2) sick leave days for one shift period for twenty-four (24) hours of illness. One (1) day of sick leave will be charged for a period of illness up to twelve (12) hours. Compensation for sick leave shall be computed at the member's rate of pay times the hours absent during the pay period, and full credit shall be given for regular and overtime pay as if the member had actually worked their scheduled shift of twenty-four (24) hours on duty and forty-eight (48) hours off duty as required by KRS 95.500.

Section 2.

A sick day shall be defined as a minimum of one twelve (12) hour period of illness or absence because of the death or illness of relatives as set forth in Section 78-33 of the Code of Ordinances of the City of Paducah as is in effect on the date of the execution of this agreement or as subsequently amended.

Section 3.

Employees shall accrue sick leave at the rate 1 1/3 days per month up to a maximum of 150 days of sick leave time. Exception to this is noted in Section 6.

Section 4.

Retirement Time Purchase: Employees that entered the system prior to 1-1-2014 and selected the retirement time purchase benefit shall be allowed to maintain the retirement time purchase option until retirement. When these employees retire, the City will purchase one day of retirement credit for each sick day accumulated up to a maximum of one year’s retirement credit (242 days). An employee must have a minimum of 50 days accrued sick time at the time of retirement to receive this benefit. This benefit is contingent on CERS approval. Employees in the retirement time purchase group accrue sick leave at the rate of 1 ½ days per month up to a maximum of 242 days of sick time.

Section 5.

Death Benefit: If an employee dies, the surviving spouse or designated beneficiary shall be entitled to the same unused sick leave benefits option as elected by the employee, either the retirement time purchase benefit described in Section 4 above or the payment alternative described in Section 6 below.

Section 6.

Payment alternative: Members of the bargaining may elect the following benefit in lieu of the retirement time purchase described in Section 4.

Upon retirement, employees electing the payment alternative who have over 50 days of sick leave accumulated shall be paid an amount equivalent to one day’s regular pay for all sick days accumulated over 50 days up to a maximum of 70 day’s pay.

Exception to Section 3. After an employee accrues 150 days in a given year, any sick time earned after that point within that year will be purchased by the City using the following formula. Beginning sick time plus annual accrual minus annual time used divided by 3.

(Beginning sick time (max 150 days) + annual accrual) – Annual time used

3

The payment for these days shall be an amount equivalent to one day’s pay using the blended hourly rate calculation multiplied by the value determined above. See Article 11 Section 5 for an example of this calculation. Payment for these sick days shall be no later than the second paycheck of February of the following year.

Section 7.

Members of the bargaining unit working on a forty (40) hour week schedule shall be governed by Section 78-33 of the Code of Ordinances of the City of Paducah as was in effect on the date of the execution of this agreement or as subsequently amended.

Section 8.

The City and the Union agree to abide by the rules and regulations governing sick leave as set forth in the Code of Ordinances of the City of Paducah as is in effect on the date of the execution of this Agreement or as subsequently amended.

Section 9.

An employee on sick leave shall inform the Department or as directed by the Fire Chief, of the fact and the reason therefore as soon as possible but at least by 6:00 a.m. prior to the start of their scheduled shift and failure to do so within the first day of absence may, at the discretion of the City Manager, be cause for denial of sick leave with pay for the period of absence.

Section 10.

The Fire Chief may require an employee to take an examination, conducted by a licensed physician, designated by the Employer, to determine the physical or mental capability to perform the duties of their position. The Employer shall pay the cost of the examination.

Section 11.

Falsification of either the sick leave request or a physician's certificate or using sick leave for purposes other than which it was granted shall be grounds for disciplinary action up to and including discharge.

ARTICLE 18 BENEFITS FOR INJURY IN THE LINE OF DUTY RESULTING IN WORKERS' COMPENSATION

Section 1.

This Article applies only to full-time paid Members.

Section 2.

Should a Member receive an injury requiring the payment of Workers' Compensation rendering them temporarily unable to perform their duties for more than 7 calendar days, thereafter the City shall allow the injured worker to supplement the Member's Workers' Compensation benefits by utilizing 8 hours of their accrued sick time at straight time rate for every subsequent 7 calendar days.

- a. It is agreed that this benefit supplements benefits to which a Member may be entitled under applicable Worker's Compensation law, is not excluded from income pursuant to 26 U.S.C. 104 or 26 C.F.R. 1.104-1(b), and is a taxable benefit . The Member expressly authorizes the City to withhold applicable taxes from the Member's pay in accordance with such understanding.
- b. It is agreed that the Member and the City shall include any benefits hereunder in computing a Member's salary for contributions to CERS by the City and the Member. Furthermore, the Member and the City shall continue to contribute to CERS during the time any benefits are paid under this Article.
- c. It is agreed, that this benefit merely allows a Member to utilize accrued sick leave and does not confer upon any Member any additional sick time benefit not otherwise available.
- d. This benefit is not available to any Member if the Member has restrictions that can be accommodated with transitional duty or full duty.
- e. This benefit is not intended to create any expectation of continued employment. Furthermore, this benefit is not available if a Member is no longer employed by the City.
- f. It is agreed that a member may utilize sick time, if available, during the waiting period, unless it is determined that Workers' Compensation must go back and pick up that

period. In such case, the member must repay the city the net pay received, and the city will restore their sick leave balance.

ARTICLE 19 TRANSITIONAL DUTY

Section 1.

The City agrees to consider offering transitional duty to firefighters as outlined in the Return to Work (RM – 8) policy effective August 18, 2008.

Section 2.

Transitional duty platoon members would move to a 40 hour work week and to abide by the provisions of RM – 8 including:

- a) The City agrees to pay a firefighter on transitional duty an hourly rate equal to that firefighter's hourly rate x 3328 divided by 2080.
- b) The IAFF understands the policy which prohibits engaging in outside employment in which the injured worker may reasonably be expected to perform work beyond their restrictions. Further, it is the worker's responsibility to report outside wages to the workers' compensation adjuster in a manner that can be adequately verified.
- c) The IAFF understands that failure to accept a transitional duty assignment that is offered could jeopardize indemnity benefits and agrees to have the firefighter use sick time in the event the firefighter declines a transitional duty offer.
- d) The City agrees that while on transitional duty the firefighter will retain accruals toward retirement and will not experience benefit interruption.
- e) It is mutually understood that while working a 40 hour transitional duty shift, no work is expected on holidays. The firefighter can choose to use their Holiday pay if still available at the time needed, or can choose to use sick time if Holiday pay has already been expended.

ARTICLE 20 HEALTH AND SAFETY

Section 1.

It is the desire of the City and Union to continue to maintain the best possible standards of safety and health in the Fire Department.

Section 2.

In promotion of this policy, the City agrees to provide reasonable funds and make reasonable provisions for safety equipment and sanitary health and safety protection for all employees.

Section 3.

In further promotion of this policy, the Union and employees agree to cooperate fully with the City in order to promote safety in operation; and all employees will cooperate with the City in promoting safety by the observation of all safety regulations, keeping alert to discover unsafe conditions or defective equipment, and to this end, will promptly report the same to their immediate officer. Upon receiving such a report, the City Safety Officer shall promptly investigate and give a written report to the committee.

Section 4.

The City and the Union shall appoint three (3) members each to the Occupational Safety and Health Committee. This committee will meet quarterly and discuss safety and health conditions.

Section 5.

All reports required by the Kentucky Department of Labor under the Occupational Safety and Health Act of 1970 dealing with accidents, injuries, deaths and illnesses maintained by the Fire Department shall be made available to the Safety Committee Members.

Section 6.

The parties agree that a Committee consisting of three (3) Union and three (3) management personnel will be appointed to develop a Fire Department-wide physical agility testing program to be submitted to the Fire Chief for their approval.

Once the physical agility testing program has been mutually agreed upon, the parties agree to initiate the annual, mandatory, on duty physical testing program between July 1st and September 30th of each year. Successful completion of the examination will result in a \$300 incentive to be credited to an employee's Health Savings Account (HSA) in accordance with federal guidelines governing HSA's or in the employee's deferred compensation account of their choice, subject to the terms and limitations of the deferred compensation plan. The payments will be credited on the second payroll in October of each year.

ARTICLE 21 LABOR/MANAGEMENT MEETINGS

Section 1.

The City and the Bargaining Unit recognize the responsibility each have to make full use of the knowledge, talent and commitment of all who are involved in the delivery of fire services to the citizens of the City. The City and the Bargaining Unit recognize the benefit to each of exploration and study of the department to provide the highest standards of service. Towards this end, the City and the Bargaining Unit agree to create and maintain Labor Relations Meetings, in conjunction with the other bargaining units recognized by the City, as an active forum for the exploration of mutual concerns.

Section 2.

The City and the Bargaining Units shall use this forum not as a substitute for collective bargaining or as a mechanism for modifying the Agreement; rather the forum is seen as an adjunct to the collective bargaining process and as an aide in implementing and maintaining the Agreement. This forum will also be useful as a place to discuss issues which arise outside of the context of collective bargaining but which represent impediments to a quality work environment, or which threaten the department's ability to deliver fire services in the most efficient manner possible. No issue that is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the City and the Bargaining Units. It is the expectation of both parties that the free flow of information and the active discussion of common concerns will positively influence both the decisions made by each party and the chances for acceptance of those decisions.

Section 3.

Department management and IAFF representatives shall meet at least ~~three (3)~~ times per year. The designated representatives from the City and the Bargaining Units will arrange the time, place and agenda. Other meetings between the parties can be held anytime by request of either party. Time and arrangement for such meetings will be set by the designated representatives from the City and the

Bargaining Units. Acknowledgement of meeting request shall be received within three (3) working days of receipt.

Section 4.

The purpose of such meetings shall be to:

- a. Discuss the administration of the Agreement;
- b. Discuss grievances which have not been processed to the Second Step of the procedure when such discussions are mutually agreed to by the parties;
- c. Notify the Bargaining Units of changes made or contemplated by the City which effect Bargaining Unit members;
- d. Disseminate general information of interest to the parties;
- e. Give the Bargaining Unit Representatives the opportunity to share the views of their members and/or make suggestions on subject of interest to their members, including interpretations of the Agreement where such discussion may prevent the necessity of filing a grievance.
- f. Discuss ways to increase productivity and improve efficiency.

Section 5.

- a. For each person selected to represent the Bargaining Unit at the Labor Relations meetings, the City will consider up to two hours per meeting of such service to be a part of their job duties when the meeting occurs during the assigned work hours of the representative. However, such meetings shall not be scheduled so as to result in the payment of overtime for any designated representative to attend said meeting.
- b. It is further agreed that if a special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

ARTICLE 22 WORK RULES

Section 1.

The Bargaining Unit recognizes that the City, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, procedures and general orders.

Section 2.

The City agrees that no work rules, regulations or employment policies shall be established that are in violation of any express terms of this agreement.

Section 3.

Any additions or amendments to the work rules, regulations, policies, procedures and general orders shall be reduced to writing, and disseminated through email or other electronic means posted on the department bulletin boards and copies distributed to members of the Bargaining Unit five (5) working days prior to implementation; however this section does not limit the right of the City, to meet emergency or operational needs, to immediately implement any work rules or regulations, policies, or general procedures with notice provided as soon as practical and/or prior to the conclusion of the five (5) working day notification period. The addition or amendment shall be dated and state its effective date. Each employee shall sign or electronically acknowledge receipt of same.

ARTICLE 23 APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be numbered (or lettered), dated and signed by the responsible parties.

ARTICLE 24 CONCESSION ALLOWANCE

The City will provide funds to each fire station on a quarterly basis. These funds will be used by the fire fighters to purchase staples, condiments and other items used by the members at the station. The monthly allocation will be dispersed by the Finance Department to the Fire Chief by means of petty cash. The Fire Chief will then disperse the funds to the officer in charge of each station quarterly based upon receipt of such funds. The monthly allocation of this allowance will be as follows:

Station #	Amount
1	\$100
2	\$100
3	\$100
4	\$100
5	\$100

ARTICLE 25 SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court or agency action or by reason of any existing or subsequently enacted State or Federal legislation or regulation, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 26 GRIEVANCE PROCEDURE

A grievance is defined as any dispute between the City and the Union and/or an employee concerning the interpretation, application, or compliance with the terms of this Agreement. A working day is defined as any day City Hall is open for business. Time limits set forth herein may be extended by mutual agreement of the parties, which agreement shall be in writing.

The Union must notify the City of the member of the grievance committee and any changes within five (5) working days.

Grievances shall be processed in the following manner:

Union's Grievance Committee shall receive all grievances in writing and shall determine whether or not a grievance exists. All facts must be presented at the time the grievance is filed, no new facts may be presented later in the steps. If new evidence is presented, the grievance goes back to step 1 and starts over.

Grievances shall be processed in the following manner:

Step 1.

Within five (5) working days of the receipt of the grievance and if it is determined that a grievance exists, the Grievance Committee shall present the written grievance to the Fire Chief for adjustment. The grievance must be presented within ten (10) working days after the occurrence of an event or action that causes a non-probationary employee to feel aggrieved. No grievance presented after ten (10) working days will be considered under these procedures. The grievance must state the contract provisions(s) violated, the relief sought, the facts supporting the grievance, and must be signed by the aggrieved employee. The Fire Chief shall within ten (10) working days of receipt of the grievance forward their written response to the Union Grievance Committee.

Step 2.

If the grievance is not resolved in Step 1, the Union Grievance Committee shall within five (5) working days after receiving the written response of the Fire Chief, forward a written appeal to the City Manager. If necessary, the City Manager may meet with the aggrieved employee and Union Representative within 10 working days to discuss the grievance. ~~The City Manager shall within ten (10) working days of the receipt of the appeal hold a meeting with the Union Grievance Committee with the aggrieved employee present when practicable.~~ The City Manager shall forward their written decision on the grievance within ten (10) working days of the meeting to the Union Grievance Committee with a ~~copy to the Union President.~~

Step 3.

Mediation If the grievance is not resolved at Step 2, and the employee and the Union desire to proceed with the grievance then the employee and the Union, within ten (10) working days may request mediation by ~~the Kentucky Department of Labor or any other a~~ mutually agreed upon mediator. The mediator shall have five (5) working days to set a date for the mediation hearing within thirty (30) working days. The mediator shall attempt to mediate the dispute at the hearing. Should the mediator fail to resolve the dispute, then either party may request a written advisory opinion from the mediator. The mediator shall be without power or authority to alter, amend or modify any of the terms of this Agreement the advisory opinion of the mediator shall be submitted in writing within a reasonable time, but not later than thirty (30) working days after the date of the hearing. The parties expressly agree that the City and the Union both have the right to accept or reject the mediator's decision.

Step 4:

If the grievance remains unadjusted, it may then be presented by the Union to the Board of Commissioners in writing within three working days after the response of the mediator is due. The written statement of appeal of the grievance shall set forth all the reasons and grounds for the grievance and the appeal to the Board together with a statement of the relief sought. A copy of all previous written documents involved in the action shall be attached to the grievance and made a part thereof. The grievance will be placed on the Commission agenda within three weeks after it is presented and shall be heard in public session. A vote of three Commissioners will be required to deny the grievance. The decision of the City Commissioners is final and binding upon the parties, unless said decision is found to be arbitrary and capricious by a Court of appropriate jurisdiction.

Expenses for the mediator's services in the proceedings shall be borne equally by the City and the Union provided. However, each party shall be responsible for compensating their own representatives and witnesses. If either party desires a transcript of the proceedings, it may cause such a record to be made,

but shall bear the cost, unless the transcript is taken by mutual agreement. Each party shall be responsible for providing their own copy. In the event the mediator requires a verbatim record of the proceedings, the original transcript shall be borne equally by both parties.

ARTICLE 27 WAGE RATES

Article 26, Wage Rates, is hereby amended to read as follows:

Section 1.

The parties agree that the employees covered herein will be paid, as set out in Section 2 of this Article.

Section 2. Wage rates shall be paid as follows, this includes one-time increases in the base wage effective July 1, 2026, then a 2% increase July 1, 2027, and a 2% increase July 1, 2028 respectively. These increases will be applied to the base wage rates before any cost-of-living adjustments (COLA's) occur for those years. COLA's will be determined according to Section 8. The July 1, 2026, COLA will be 2.7% and is included in the wage table below. Actual increases will take effect on the first day of the pay period coincident with or following the effective date of the increase, and a cost of living adjustment (COLA) over a three year period effective the first bi-weekly payroll of each year:

	Payroll July COLA 2.7%	Payroll July COLA 4%	Payroll July COLA 3%
Captains	20263	2024	2025
< 10 years	24.6521.96	22.84	23.53
10 years	25.5222.51	23.41	24.12
15 years	26.2823.08	24.00	24.72
20 years	27.0823.66	24.61	25.34
25 years	27.8824.24	25.21	25.97
Lieutenants			
< 10 years	22.4119.97	20.77	21.39
10 years	23.2020.47	21.29	21.93
15 years	23.8920.98	21.82	22.47
20 years	24.6221.51	22.37	23.04
25 years	25.3622.05	22.93	23.62
Firefighter Relief Driver			
2 years	19.7517.69	18.40	18.95
3 years	20.5518.13	18.85	19.42
5 years	21.1618.58	19.33	19.90
10 years	21.8019.05	19.81	20.40
15 years	22.4619.53	20.31	20.92

Firefighter			
Appointee	<u>17.03</u> 15.18	15.79	16.26
6 months	<u>18.55</u> 16.37	17.02	17.53
1 year	<u>19.11</u> 16.78	17.45	17.97
3 years	<u>19.68</u> 17.19	17.88	18.42
5 years	<u>20.27</u> 17.63	18.33	18.88
10 years	<u>20.79</u> 18.07	18.80	19.36
15 years	<u>21.30</u> 18.52	19.26	19.84

(a) Captains, Lieutenants, Firefighters-Relief Driver and Firefighters shall be paid the aforesaid hourly rates during each weekly period beginning Thursday and ending Wednesday for the first forty (40) hours of duty, and at one and one-half times said hourly rates for each duty hour in excess of forty (40).

(b) Firefighters appointed to Relief Driver Status will be made by seniority, provided that said firefighters have passed all associated qualifying testing as stated in department policy, with consultation between the Fire Chief and the appropriate Captain(s) and final approval by the City Manager.

Section 3.

Based on comparative pay studies, the City may unilaterally increase the wage rate of any rank within bargaining unit position or classification.

Section 4.

Beginning July 1, 2017, prospective wage increases will correspond to the platoon members' date of hire anniversary. For conversion to this payment method, step increases will be administered in the intervening period (from date on the floor anniversary until date of hire anniversary) so as not to cause an employee to miss a step. Nothing in this section is intended to affect an employee's probationary period. In the instance where an employee is suspended without pay, their anniversary date will be adjusted to reflect the interruption in service, delaying their step increase by the length of their suspension(s).

Section 5.

If during the term of this agreement the City of Paducah implements a negotiated pay increase:

1. Beginning during the course of this Agreement or
2. Simultaneously with this Agreement

For any bargaining unit, and that percentage pay increase is in excess of the amount granted to the bargaining unit herein, then, in that event, the City of Paducah will simultaneously therein adjust the bargaining unit wage scale. The aforesaid adjustment shall equal, but not exceed, the differential between the percentage amount awarded to the bargaining unit herein and the higher percentage amount granted to any other City bargaining unit.

Section 6.

Each member of the collective bargaining unit shall receive longevity pay as set by the City for all eligible

City employees.

Section 7.

Current members of the Paducah Fire Department's specialty teams defined as: Technical Rescue Team, Water Rescue Team, ~~and~~ Hazmat Team, ~~Honor Guard, Peer Support, or other similar skills determined by the Fire Chief~~ shall receive additional compensation of ~~fortyfifty~~ dollars (\$~~5040~~) per bi-weekly pay period for specialty skills utilized by the City outside of their regular assignment. ~~Honor Guard, Peer Support, or other similar skills determined by the Fire Chief shall receive additional compensation of ten dollars (\$10) per bi-weekly pay period for specialty skills utilized by the City outside of regular assignment.~~

The maximum compensation for specialty skills an employee shall receive is ~~forty-fifty~~ dollars (\$~~5040~~) per bi-weekly pay period, regardless of how many special skills assignments an employee is performing. The Fire Chief has the authority to manage the specialty teams and assignments as they see best for the Department. The Fire Chief has the authority to add and remove members of the specialty teams and assignments at their discretion.

Section 8.

~~Effective July 1, 2026the cost of living adjustment (COLA) will be paid in accordance with KRS 83A.075(1). The Department for Local Government (DLG) calculates the maximum allowable annual compensation for mayors of cities other than first-class cities by the second Friday in February each year. These calculations are based on the court-established formula application levels for state and local governmental constitutional officers. Adjustments are determined using the Consumer Price Index (CPI) maintained and reported by the U.S. Department of Labor, Bureau of Labor Statistics. A Bureau-issued news release establishes the CPI as of December of the preceding year, at which time the percentage increase for the prior twelve-month period is determined. This percentage will become the City Manager's recommendation to the Board of Commissioners as the annual Cost of Living Adjustment (COLA) for employees. The Commission shall accept the recommendation in good faith as part of their budget adoption process. Each year the City will forward the letter notifying the Union of the amount within five (5) business days of receipt. An updated wage table will be provided at that time. Historical DLG increases can be found on the Kentucky League of Cities website for under Info Central.~~

ARTICLE 28 CONTINUANCE OF EXISTING MONETARY RIGHTS

Unless otherwise provided in this contract the City agrees to continue its present policies in regard to all benefits of direct monetary value to the employees.

ARTICLE 29 DURATION

Section 1.

The Agreement, when signed by the duly authorized officers of the City and the Union, shall become effective as of the date of execution, and shall terminate on June 30, 202~~9~~⁶. If a new agreement is not executed, the parties may agree in writing to extend the current agreement for an additional period of time.

In any event, nothing herein contained shall preclude either party from modifying or changing or amending its proposals for a new Agreement. The City and Union each have entered into this Agreement pursuant to duly adopted ordinances and resolutions authorizing same.

Section 2.

Between November 1 and 15, 202~~85~~, either party may request in writing that negotiations be opened to modify or renew this Agreement. Within 10 days of receipt of the request to open negotiations the parties will meet and schedule up to 5 negotiating meetings to be held between January 2 and March 1, 202~~96~~. Failure to reach tentative agreement in this timeframe will result in a forty-five (45) day suspension of negotiations. On or about April 16 negotiations will resume and if the parties come to an impasse, either party may request mediation services through the Kentucky Labor Cabinet and the current Bargaining Agreement will be extended for sixty (60) days

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand this ___th day of _____, 202~~63~~.
This agreement, if approved by Final Ordinance, shall become effective upon signing.

FOR THE CITY OF PADUCAH,
KENTUCKY:

FOR THE PROFESSIONAL FIRE
FIGHTERS OF PADUCAH, LOCAL
168, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS:

George P. Bray, Mayor

~~Matthew Meiser~~Nathan Torian, President

Agenda Action Form Paducah City Commission

Meeting Date: June 23, 2026

Short Title: Amend Code of Ordinances Chapter 2, Article VIII related to Procurement - **L. PARISH**

Category: Ordinance

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

Background Information: This ordinance amends Division 3, Procurement, of Article VIII of Chapter 2 of the Paducah Code of Ordinances to update and clarify the City's procurement procedures.

The amendment is intended to align the City's procurement code with recent changes enacted by the Kentucky General Assembly relating to local public agency transactions, including changes to small purchase and bid advertising thresholds. To avoid future inconsistencies as state law changes, the ordinance replaces fixed dollar references where appropriate with references to the applicable statutory threshold.

The amendment also clarifies the distinction between small purchase procedures, administrative award authority, and contract execution authority. Small purchase procedures will continue to govern the method of procurement for purchases within the statutory small purchase threshold. Separately, the ordinance authorizes the City Manager to approve and award contracts up to \$75,000 after compliance with all applicable procurement requirements and verification of available appropriations. Contracts exceeding \$75,000 will continue to require approval by the Board of Commissioners.

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation:

Attachments:

1. ORD - Procurement Update 2026

ORDINANCE _____ - _____ - _____

AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VIII, FINANCE AND PROCUREMENT, DIVISION 3, PROCUREMENT, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH

WHEREAS, the City of Paducah has adopted the Kentucky Model Procurement Code, KRS 45A.345 through KRS 45A.460, as the purchasing procedures to be followed by the City; and

WHEREAS, the Board of Commissioners desires to clarify the distinction between small purchase procedures, administrative award authority, and contract execution authority; and

WHEREAS, the Board of Commissioners finds that contracts not exceeding Seventy-Five Thousand Dollars (\$75,000.00) may be approved and awarded administratively by the City Manager after compliance with all applicable procurement requirements and verification of available appropriations; and

WHEREAS, contracts exceeding Seventy-Five Thousand Dollars (\$75,000.00) shall continue to require approval by the Board of Commissioners unless otherwise authorized by law; and

WHEREAS, the Board of Commissioners finds that these amendments will promote efficient procurement administration while preserving competitive procurement requirements, budgetary controls, and appropriate Board oversight.

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

SECTION A. That the City of Paducah, Kentucky hereby amends Chapter 2, Administration, Article VII, Finance and Procurement, Division 3 of the Code of Ordinances of the City of Paducah, Kentucky by amending the following sections:

Sec. 2-641. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. (For definitions of aggregate amount, construction, contract, established catalog price, evaluated bid price, invitation for bids, negotiation, noncompetitive negotiations, objective measurable criteria, procurement, request for proposals, responsible bidder or offeror, responsive bidder, service, specifications, supplemental agreement and supplies, see KRS 45A.345.)

Administrative award threshold means the maximum aggregate amount of a contract or purchase that may be awarded or approved administratively by the City Manager after compliance with the applicable procurement method. Unless otherwise established by ordinance, the administrative award threshold shall be \$75,000.00.

Chief executive officer means the City Manager.

Contract execution means the signing of a contract, agreement, lease, purchase order, change order, or other written obligation of the City after the contract or purchase has been properly authorized under this division.

Cooperative purchasing means purchasing conducted by, or on behalf of, more than one (1) public purchasing unit, or by a public purchasing unit with a foreign purchasing activity.

Debarment means the disqualification of a person to receive invitations for bids or requests for proposals or the award of a contract by the local public agency, for a specified period of time.

Immediate family means a spouse, children, grandchildren, parents, grandparents, brothers and sisters, and such other relatives as designated by the local public agency.

Legislative body or governing board means the Board of Commissioners of the City.

Local public purchasing unit means the City of Paducah, Kentucky.

May means permissive, however, the term "no person may" means no person is required, authorized or permitted to do the act prescribed.

Person means any business, individual, union, committee, club, or other organization or group of individuals.

Small purchase threshold means the maximum amount authorized for small purchase procedures under KRS 45A.385, as amended from time to time, or such lower amount as may be established by ordinance.

Suspension means the disqualification of any person to receive invitations for bids or request for proposals, or to be awarded a contract by a local public agency for a temporary period, pending the completion of an investigation and any legal proceedings that may ensue.

Sec. 2-642. Adoption of State law.

The City hereby adopts the provisions of KRS 45A.345—45A.460 as the purchasing procedures to be followed by the City.

Sec. 2-643. Responsibility for procurement; authority of City Manager.

(a) The City Manager is responsible to the Board of Commissioners for the administration of all procurement functions of the City.

(b) The City Manager is hereby authorized and empowered to ~~make~~ approve and award on behalf of the City, ~~any~~ contracts for materials, supplies, ~~or~~ equipment, software, or for services, professional or otherwise, provided that the aggregate amount of the contract does not exceed the Administrative Award Threshold established in this Division. However, in exercising this authority, the City Manager shall not make any contract for any expenditure for any department of the City where the expenditure, together with the sum total of other expenditures for the department, exceeds the appropriation made for the department for any fiscal year by the budget approved by the Board of Commissioners, unless prior consent is given by the Board of Commissioners. In exercising this authority, the City Manager shall comply with the following provisions:

(1) All contracts made by the City Manager shall be evidenced by a writing which provides a description of the item or items purchased and the terms of sale, which writing shall be maintained as part of the records of the City.

(2) A written summary of the procurement activities of the City Manager shall be provided to the Board of Commissioners on a monthly basis.

(3) All contracts made by the City Manager shall be made in the best interests of the City, and shall be made for a price which is substantially similar to the market price of a like item purchased. Where possible, prior to the making of a contract, the City Manager or designee shall contact at least three (3) suppliers of the item or items to be purchased to obtain the best price for and quality of the item to be purchased.

~~(c) The City Manager is hereby authorized to execute all contracts for procurement in accordance with this section for and in behalf of the City. All contracts, bonds, notes, leases, purchase agreements, change orders, and other written obligations of the City shall be executed by the Mayor on behalf of the City when execution is required, unless another manner of execution is specifically authorized by statute. The Mayor's execution of a contract approved by the City Manager under this section shall be deemed authorized by this division and shall not require separate action by the Board of Commissioners, provided the contract does not exceed the administrative award threshold and all applicable procurement requirements have been satisfied.~~

~~(d) All other provisions of this division regarding procurement, such as provisions relating to competitive bidding, competitive negotiations, advertisement, and noncompetitive purchasing, shall not apply to any procurement made by the City Manager hereunder unless deemed advisable by the City Manager. Nothing in this section shall exempt any procurement from competitive sealed bidding, competitive negotiations, advertisement, noncompetitive procurement requirements, cooperative purchasing requirements, grant requirements, or any other procurement method or procedure required by this division, KRS 45A.345 through KRS 45A.460, or other applicable law.~~

~~(e) The City Procurement Officer, and a~~Any other employee designated by the City Manager, shall assist the City Manager in any procurement hereunder, and shall perform the duties assigned by the City Manager.

Sec. 2-644. Written procurement determinations.

Every determination by an employee or official of the City engaged in or responsible for the performance of any procurement activity or function, and constituting a final procurement action, or which is required by this Code, shall be made in writing. Each determination shall be based on written findings that support the determination and shall remain in the official contract file.

Sec. 2-645. Competitive sealed bidding generally; invitation for bids.

(a) All contracts or purchases shall be awarded by competitive sealed bidding, except as otherwise provided in this Code.

(b) Competitive sealed bidding shall be required for contracts or purchases exceeding the small purchase threshold, unless another procurement method is authorized by this division, KRS 45A.345 through KRS 45A.460, KRS 82.084, KRS 424.260, or other applicable law.

- ~~(b)~~(c) All When advertisement is required by KRS 424.260, KRS 45A.365, or other applicable law, notice of the invitation for bids shall be given in the manner and for the time required by law. Unless a longer period is required, sealed bids shall be advertised at least seven (7) days prior to the date set for opening.
- ~~(e)~~(d) Advertisements shall be entered in the newspaper with the largest circulation within the jurisdiction of the City or posted on the internet.
- ~~(d)~~(e) The advertisement for bids may also be placed in other publications when, in the judgment of the City Manager, the advertisements would best serve the interest of the City.
- ~~(e)~~(f) If it is determined during the advertising period that additional time shall be allowed for the preparation of bids, the bid opening date may be extended by:
- (1) Placing a notice specifying the revised bid opening date in the local newspaper with the largest circulation or posting on the internet. The revised bid opening date shall be at least seven (7) days after the appearance of the legal notice; or
 - (2) Issue an addendum to the invitation for bids. The addendum must be in writing, must be mailed or delivered to all holders of the invitation for bids, and must be acknowledged on the form of proposal by each bidder submitting a bid.
- ~~(f)~~(g) Extensions of the bid opening date may be permitted when:
- (1) Changes are made in specifications after advertisement;
 - (2) One or more bidders notify the City Manager's office of discrepancies, errors or areas requiring clarification in the specifications;
 - (3) Specifications require design work on the part of bidders, and when unforeseen conditions make completion of bid preparations prior to the bid deadline impossible;
 - (4) Strikes, disaster or other uncontrollable factors prevent bidders from acquiring information necessary for bid preparation; or
 - (5) Other reasons as may be determined by the City Manager.
- ~~(g)~~(h) An invitation for bids may be rescinded when:
- (1) Conditions leading to the issuance of an invitation for bids change sufficiently to make the proposed purchase unnecessary.
 - (2) Funds for the proposed purchase become unavailable.
 - (3) It is apparent no bids will be received because the item or service is unavailable, bid prices will exceed the funds available for the item, and when major revisions in specifications are necessary to ensure bids received will be responsive and responsible.
 - (4) It is determined by the City Manager that rescinding of invitations to bid would be in the best interest of the City.

~~(h)~~(i) Bidders may be required to submit bids on forms provided by the City. Bids submitted on other forms may be rejected as nonresponsive.

Sec. 2-646. Specifications.

(a) All specifications used in the procurement process shall be designed to provide the maximum practicable competition consistent with the level of quality required.

(b) Specifications shall be open and accurate.

(c) Design specifications describe how an item is to be built or manufactured. Performance specifications describe the capabilities of an item. Criteria to measure the ability of the item to be purchased to perform or last may be developed. Either design or performance or a combination of both can be used when the need for such specifications arises. However, performance specifications are generally preferable when their use is applicable.

(d) "Brand name or equivalent" specifications can be used when other types of specifications are inappropriate or unavailable, or when stating brand names will significantly enhance the understandability of the specifications for prospective bidders. If the above-mentioned is used, specifications must:

(1) Specify more than one (1) brand name if possible;

(2) Specifically State that an equivalent product may be supplied. The burden of proof for equivalency shall rest with the proposing distributor; and

(3) Set forth criteria to be met by the product proposed.

(e) The City Manager may, when appropriate for an expected procurement, establish a qualified product list and may use the lists in place of detailed specifications. A bidder may propose to furnish a product not on the qualified products lists if such bidder can demonstrate to the City Manager that the product proposed meets all criteria established for inclusion on the list.

Sec. 2-647. Bid price and evaluated bid price.

Bids shall be awarded to the responsible bidder who submits the responsive bid of the lowest bid price or lowest evaluated bid price. It shall be clearly State in the invitation for bids whether the contract award shall be made on the basis of lowest bid price or lowest evaluated bid price. If the award is based on lowest evaluated bid price, the invitation shall include the evaluation criteria to be used along with any formulas pertaining to how the contract shall be awarded.

Sec. 2-648. Withdrawal of bids.

(a) No bid, once submitted, may be withdrawn before the time allowed for acceptance in the invitation for bids unless:

(1) Bids have not been opened and a written request is received from the bidder more than twenty-four (24) hours before the date and time set for opening.

(2) An error has been made that is obvious on the face of the bid.

(3) The bidder can demonstrate from worksheets or other documents that an error was made in preparing the bid document.

(b) Any bid withdrawn except under the above circumstances shall require forfeiture of any bond security. The City Manager may establish criteria or waive established informalities under which an incomplete bid may be considered if it is in the best interest of the City.

Sec. 2-649. Opening of bids.

An opening time for each bid shall be stated in any advertisement and invitation for bids. The time set for opening of bids shall be established by a clock in the office of the City Manager. It is the bidder's responsibility to ensure the bidder's bid is in the office before the time set for bid openings. At the set time, the City Manager shall declare bids to be closed. All bids shall be opened publicly and read aloud when the structure of the invitation for bids permits. The City Manager shall with reasonable promptness prepare a tabulation of all bids received and make the documents available to the public upon reasonable request.

Sec. 2-650. Evaluation of bids; award of contract.

(a) Immediately after bids are opened, the City Manager or designee shall review all bids for compliance with specifications, terms and conditions. Upon completion, copies of all bids received will be sent to the appropriate department head. The department head in turn will review each and make a recommendation as to which bid shall be selected and forward this information in writing to the City Manager.

(b) If, in the judgment of the City Manager or designee, a portion of a bid is uncertain or unclear, the bidder shall be required to clarify all such portions which are in question. Any clarification of this nature shall be sent to the City Manager's office in written form.

(c) Alternative bids are welcomed and may be submitted unless specifically excluded in the invitation to bid. Optional or alternative bids must conform to specifically enumerated evaluation criteria.

(d) After reasonable consideration of all bids received, a contract shall be awarded to the responsive and responsible bidder who submits a bid, or alternate bid, which is either the lowest bid price or the lowest evaluated bid price as described in the invitation for bids. Reasonable consideration is contingent on the item being evaluated and the time frame shall be adjusted accordingly by the City Manager or the City Commission.

(e) After completion of the applicable procurement process, the City Manager may approve and award a contract when the aggregate amount does not exceed the administrative award threshold, and sufficient funds have been appropriated. Contracts exceeding the administrative award threshold shall be submitted to the Board of Commissioners for approval prior to award.

~~(e)~~(f) If the City Manager determines in writing that all bids are unsatisfactory, all bids may be rejected and new bids may be requested using the same or different specifications, or competitive negotiations, if the requirements of section 2-654 are satisfied, for the purchase of

the item in question. The basis for rejection of all bids and further action shall be in writing and placed in the particular bid file in question.

Sec. 2-651. Rejection of bids.

The City Manager reserves the right to reject any and all bids, and to waive technicalities and minor irregularities in bids. Grounds for the rejection include, but are not limited to:

- (1) Failure of a bid to conform to established requirements of an invitation for bids;
- (2) Failure to conform to specifications contained in or referred to in any invitation for bids, unless the invitation authorized submission of alternative bids, and the alternative proposal meets the requirements specified in the invitation for bids;
- (3) Failure to conform to a delivery schedule established in an invitation for bids;
- (4) Failure of a bid as determined by the City Manager to be reasonable in price;
- (5) Determination that a bid was submitted by a bidder determined to be not responsible;
- (6) Failure to furnish a bid guarantee when a guarantee is required by an invitation for bids;
- (7) Imposition of conditions which would modify the terms and conditions of the invitation for bids, or which would limit the bidder's liability to the City under terms of the contract awarded, on the basis of such invitation for bids; or
- (8) Receipt of any one (1) bid when the occurrence results in a difficulty in determining the fair market value of the goods or services to be purchased, in the opinion of the City Manager.

Sec. 2-652. Bid conditions; contract pricing.

- (a) The City Manager shall adopt and revise, as necessary, general conditions for bidding. These general conditions shall be applicable to be included in or incorporated by reference in all invitations for bids issued by the City.
- (b) The City Manager may, as required by a particular procurement, develop and adopt special bid conditions supplemental to the general bid conditions.
- (c) Any bidder who submits a bid in response to an invitation for bids shall be deemed to have agreed to comply with all terms, conditions, and specifications of such invitation for bids.
- (d) In all invitations for bids, bids submitted, and contracts awarded:
 - (1) Discounts shall not be considered unless stated in the invitation for bids;
 - (2) In case of a discrepancy in the extension of a price, the unit price shall govern over the total price for all items; and
 - (3) Any award may be made to the lowest aggregate bidder for all items, groups of items, or on an individual item basis, whichever is deemed to be in the best interest of the City.

Sec. 2-653. Interested bidders list.

(a) The establishment of an interested bidders list for certain goods and services is encouraged and recommended where applicable. Any person, firm or corporation desiring to receive written notice of procurement requirements of the City may make application to be placed on a bidders list for the type or kinds of goods or services such person wishes to supply or provide. The City Manager may specify the form to be used and the procedure to be followed by the prospective vendor to make application for inclusion on the bidders list. Failure of the City to notify any bidder on the interested bidders list caused by a clerical error shall not invalidate any bidding procedure or awarding of any contract, provided proper advertising procedures were followed as specified in section 2-645(a) through (g).

(b) The City Manager may establish a program for vendor prequalification. To establish a vendor prequalification system, the City Manager shall solicit from each prospective vendor sufficient information to permit evaluation of vendors' qualifications in terms of:

(1) The ability and capacity to perform on a timely basis under contract for goods or services the vendor wishes to bid on and supply.

(2) Good character, integrity, reputation and experience.

(3) Satisfactory performance in prior dealings with the City.

(4) Satisfactory performance in dealings with other local government units, the Commonwealth, and other purchasers.

(c) The City Manager may refuse to list any prospective vendor if that vendor does not meet the minimum qualifications established for entry on a bidders list. It is the responsibility of the vendor to show that the vendor meets established qualifications for entry on the bidders list to which the vendor seeks to gain entry. The prospective vendor will be promptly notified if such vendor's application is disapproved and the reason for disapproval will be stated.

(d) A prospective bidder may appeal the disapproval of such bidder's application by written appeal to the Board of Commissioners. The appeal must be filed within fourteen (14) days after the date of the notice of disapproval and must State the grounds for the appeal with reasonable particularity and must relate directly to the reason for disapproval of the application. The City Manager may establish the time at which and the conditions under which a vendor whose application has been disapproved may reapply for placement on a bidders list.

(e) A bid may be accepted from a bidder whose name is not on the interested bidders list, provided that the bidder submits all information required by the City Manager to make a determination of the bidder's qualifications prior to the award of a contract.

Sec. 2-654. Competitive negotiations—Generally.

See KRS 45A.370, 45A.375.

Sec. 2-655. Same—Request for proposals.

(a) When the City Manager determines in writing that competitive negotiation is needed to carry out a particular procurement, the City Manager shall commence by advertisement of a request for written proposals as provided in section 2-645(a) through (g).

(b) A request for proposals shall include:

- (1) A request by the City for proposals;
- (2) A statement of work required;
- (3) Desired performance schedule;
- (4) Available government furnished property, if any;
- (5) Applicable provisions to be included in the contract if awarded;
- (6) Criteria that will be used to evaluate proposals received;
- (7) Where and how detailed specifications may be obtained; and
- (8) Required time and place for submission of offers.

Sec. 2-656. Same—Custody of proposals; availability for public inspection.

All written proposals received by the City Manager in response to requests for proposals shall be kept secure and unopened until the date and time set for opening.

(1) Proposals not clearly marked as such may be opened for identification purposes, appropriately identified and resealed until the time for opening proposals; and

(2) Proposals for competitive negotiations shall not be subject to public inspection until negotiations between the City and all offerors have been concluded and a contract awarded.

Sec. 2-657. Same—Examination of proposals.

The City Manager or designated representative shall examine each written proposal received for general conformity with the advertised terms of the procurement and shall:

(1) Determine in writing those proposals received for responsible offerors that constitute a reasonable basis for negotiation. Each such offeror will be contacted informally and a meeting will be set up for discussion of the offeror's proposal; and

(2) After informal discussions with all offerors, the City Manager will select the best proposal advantageous to the City; and

(3) If no acceptable proposals have been accepted after discussions are complete, any or all proposals may be rejected, and, in the discretion of the City Manager, new proposals may be requested on the basis of the same or revised terms, or the procurement may be abandoned.

(4) The City Manager may approve and award a contract resulting from competitive negotiations when the aggregate amount does not exceed the administrative award threshold and sufficient funds have been appropriated. Contracts exceeding the administrative award threshold shall be submitted to the Board of Commissioners for approval prior to award.

Sec. 2-658. Same—Discussions pertaining to revision of specifications or quantities.

If discussions pertaining to the revision of the specifications or quantities are held with any potential offeror, all other potential offerors shall be offered an opportunity to take part in the discussions.

Sec. 2-659. Noncompetitive negotiations.

~~See KRS 45A.380.~~ Noncompetitive negotiations may be used only as authorized by KRS 45A.380 and other applicable law. The City Manager shall make or approve the written determination required for use of noncompetitive negotiations. The City Manager may approve and award a contract procured through noncompetitive negotiations when the aggregate amount does not exceed the administrative award threshold, and sufficient funds have been appropriated. Contracts exceeding the administrative award threshold shall be submitted to the Board of Commissioners for approval prior to award.

Sec. 2-660. Small purchase plan.

(a) The City Manager or the City Manager's designee is responsible for small purchase procedures for any contract for which a determination is made that the aggregate amount of the contract does not exceed ~~\$40,000.00~~ the small purchase threshold. Small purchase procedures are in writing in the City of Paducah Administrative Policies and Procedures Manual and available to the public upon request.

(b) Procurement requirements shall not be parceled, split, divided, or purchased over a period of time in order to circumvent the dollar limitations for small purchases.

Sec. 2-661. Cooperative purchasing.

(a) The City is encouraged when circumstances permit to enter into an agreement for cooperative purchasing with any other local public agency or the Commonwealth, when common goods or services are required by both units of government. The cooperative purchasing may include, but is not limited to, joint contracts between public purchasing units and access by local public purchasing units to open-end State public purchasing unit contracts.

(1) Nothing in this division shall limit the City from selling to, acquiring from, or using any property belonging to another public purchasing unit.

(2) The City may enter into an agreement for the joint or common use of warehousing facilities or the lease or common use of capital equipment or facilities with any other public purchasing unit subject to such terms as may be agreed upon between the parties.

(b) The purchase of goods and services from the state's price agreement contract is encouraged, whenever the purchase of such items from distributors would be advantageous and in the best interest of the City.

(c) Purchases made through cooperative purchasing agreements, state price agreements, or other contracts authorized by this section may be approved by the City Manager when the

aggregate amount does not exceed the administrative award threshold and sufficient funds have been appropriated. Purchases exceeding the administrative award threshold shall be submitted to the Board of Commissioners for approval.

Sec. 2-662. Contract modification and termination; right of City to inspect place of business and audit records of contractors.

(a) The City Manager shall be authorized to provide, by appropriate clauses, to contracts for goods or services of all types, for changes and modifications to such contracts and providing for the method or methods of calculating the costs of any decrease, increase, or other change in the contract price resulting from the change or modification.

(b) Any contractor who is determined in writing by the City Manager to be in breach of any of the terms and conditions of a contract may at the direction of the City Manager be declared in default and such contract may be terminated for any of the following, but not specifically limited to these provisions:

(1) Failure to perform the contract according to its terms, conditions and specifications;

(2) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract; or

(3) Late payment or nonpayment of bills for labor, materials, supplies or equipment furnished in connection with a contract for construction services, or failure to pursue the work under a contract for construction services.

(c) The City shall be authorized to negotiate termination of all contracts for the procurement of goods or services when the City Manager determines in writing that the termination will be in the best interest of the City.

(d) The City reserves the right to inspect the plant or place of business of any manufacturer of goods or services in which a negotiated contract has been awarded or will be awarded. This section will pertain to all contractors and subcontractors alike. The City also reserves the right to audit the records of any contractor or subcontractor for a period of five (5) years from the date of the last payment, to the contractor or subcontractor, from the City or any of its political subdivisions or franchises.

(e) The City Manager may approve a change order, contract modification, or supplemental agreement when the original contract and the proposed change, individually or cumulatively, do not exceed the administrative award threshold and sufficient funds have been appropriated.

(f) A change order, contract modification, or supplemental agreement that causes the total contract amount to exceed the administrative award threshold shall be submitted to the Board of Commissioners for approval before execution, unless the change is necessary due to an emergency procurement authorized by this division or other applicable law.

(g) For contracts previously approved by the Board of Commissioners, the City Manager may approve individual or cumulative changes up to the administrative award threshold, provided sufficient funds have been appropriated and the change is within the general scope of

the original contract. Changes exceeding that amount shall be submitted to the Board of Commissioners.

Sec. 2-663. Bidder security and bonds.

- (a) Required; amount. See KRS 45A.430.
- (b) Bidders' security shall be in an amount equal to at least five percent of the amount of the bid. When the invitation for bids requires that bidder security be provided, noncompliance requires that the bid be rejected; provided, however, that the City Manager does not grant an exception which the City Manager considers justifiable.
- (c) When a construction contract is awarded in an amount in excess of \$25,000.00, the following bonds shall be furnished and shall become binding on the parties upon the award of the contract:
 - (1) A performance bond executed by a surety company authorized to do business in this Commonwealth, or otherwise equivalent, in an amount equal to one hundred (100) percent of the contract price as it may be increased; and
 - (2) A payment bond for the protection of all persons supplying labor and materials to the contractor or the contractor's subcontractors for the performance of the work provided for in the contract. This bond shall be in an amount equal to one hundred (100) percent of the original contract price.
- (d) The City reserves the right to require additional bonds and securities when it is determined by the City Manager to serve the best interest of the City.

Sec. 2-664. Appropriations.

- (a) The City shall not award a contract for any procurement when the contract price would exceed the funds appropriated for the procurement by the Board of Commissioners, unless additional funds are authorized by the Board of Commissioners. No administrative award or approval by the City Manager shall authorize an expenditure exceeding the amount appropriated for the department, project, or purpose.
- (b) If all bids received in response to an invitation exceed the amount appropriated for the procurement, and sufficient additional funds are not authorized to permit an award to the lowest responsive and responsible bidder, the City Manager may proceed with competitive negotiations in accordance with section 2-654.
- (c) An invitation for bids or a request for proposals may be advertised in anticipation of an appropriation, provided such invitation or request clearly states the funds for the procurement, while anticipated, have not been appropriated.
- (d) The City Manager may award a contract for the procurement of goods or services for a period that exceeds a fiscal year, provided the contract permits cancellation without penalty in the event the funds for the contract are not appropriated for any succeeding year.
- (e) Nothing in this section shall be construed to authorize the City Manager to approve or award a contract exceeding the administrative award threshold without approval of the Board of Commissioners.

Sec. 2-665. Public availability of information.

(a) Copies of records, specifications, procedures and regulations relating to purchasing shall be available to the public during normal business hours upon request and at a cost not to exceed the cost of copying.

(b) The City Manager or any other employee of the City shall not disclose to the public or to a prospective vendor's competitors:

(1) Information furnished in response to a request from the City Manager for information necessary to determine a bidder's responsibility; or

(2) Information obtained from a prospective vendor during negotiations which qualifies as confidential technical information or trade secrets, and/or the disclosure of which would constitute a violation of patent rights or copyrights.

Sec. 2-666. Compliance with grant requirements.

Nothing in these regulations shall be construed in such a manner as to relieve the City of the responsibility to comply with any procurement requirements imposed by an agency from which the City may receive funds, including, but not limited to, State and Federal agencies.

Sec. 2-667. Conflict of interest.

See KRS 45A.455.

Sec. 2-668. Disposition of surplus or excess property.

(a) Written determination. See KRS 82.083.

(b) Authorized disposition. See KRS 82.083,

(c) City Manager. The office of the City Manager must approve any and all dispositions of surplus or excess property.

Sec. 2-669. Equal employment opportunity; determination of prevailing wage.

The City shall include as part of any invitation for bids or request for proposals for goods or services, equal employment opportunity language as may be required by local ordinance, KRS 45.570—45.640 and the procurement requirements of any agency from which the City may receive funds.

Secs. 2-670—2-690. Reserved.

SECTION B. 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 C. 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 its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

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