



**CITY COMMISSION MEETING
 AGENDA FOR FEBRUARY 24, 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

PRESENTATION Tree Advisory Board Annual Update - Jonathan Perkins, Chairperson

ADDITIONS/DELETIONS

PUBLIC COMMENTS

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for February 10, 2026, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Authorize the Application and Acceptance of a FY2027 KY Highway Safety Grant in the amount of \$25,000 - B.LAIRD
	E.	Authorize the Release of a Request for Proposal for a Historic Structure Report for the Hotel Metropolitan - H. REASONS
	F.	Authorize the City Manager to execute a contract with Tyler Technologies in the amount of \$44,650 for the upgrade of Tyler Public Safety servers - B. LAIRD & E. STUBER
	G.	Approve an Upper Story Residential Grant for 620 Broadway - C. GAULT
	H.	Authorize Contract Modification No. 1 for Reliable Electric in the amount of \$1,463.00 for Dolly McNutt Plaza - A. CLARK

		I.	Declaration of Trust and Trust Partnership Agreement for the Kentucky League of Cities (KLC) Worker's Compensation Trust - S. WILCOX
		J.	Authorize the Application and Acceptance of a Kentucky Heritage Council Certified Local Government Grant not to Exceed \$50,000 - C.GAULT
	II.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Repeal and Replace Chapter 42 of the Code of Ordinances related to Rental Occupany - G. CHERRY
		B.	Approve Mid-Year Budget Amendment - A. KYLE
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Amend the 911 Parcel Fee Ordinance - B. LAIRD & JEFF PARKER
		B.	Approve a Telecommunications Franchise Agreement with Lumos Fiber - M. SMOLEN & L. PARISH
	IV.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	V.	<u>EXECUTIVE SESSION</u>	

February 10, 2026

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, February 10, 2026, at 5:00 p.m. in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by City Clerk, Lindsay Parish, the following answered to their names: Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5).

INVOCATION

Commissioner Thomas led the Invocation.

PLEDGE OF ALLEGIANCE

Members of Cub Scout Troop 2470 led the pledge.

ADDITIONS AND DELETIONS:

The Presentation by the Tree Advisory Board was deleted from the Agenda. A Resolution supporting the Riverport Authority GRANT Application for Riverport West was added as Item II.

MAYOR’S REMARKS:

The Mayor introduced Ken Herndon, a Councilman from Louisville.

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 item on the Consent Agenda.

I(A)	Approve Minutes for the January 16, 2026, and January 27, 2026, Board of Commissioners Meetings
I(B)	Receive and File Documents: <i>Minute File:</i> 1. Declaration of Local State of Emergency dated January 23, 2026 <i>Contract File:</i> 1. Construction Change Directive – A&K Construction – Paducah Sports Park – no Commission action required 2. Change Order #1 – Sprinturf – Paducah Sports Park – MO #3008 3. Change Order #1 – A&K Construction – Paducah Sports Park – MO #3009 4. Change Order #1 – Musco Sports Lighting – Paducah Sports Park – MO #3010 5. Change Order #1 – Avanti Restaurant Solutions – Paducah Sports Park – MO #3134 6. Subrecipient Agreement between City of Paducah and PGJM, LLC – Paul Bruhn Historic Preservation Subgrant – MO #3174 7. Certification of PHA Plans Consistency with Consolidated Plan for Public Housing and Section 8 Programs – MO #3176 8. Employment Agreement with Daron Jordan, City Manager – MO #3182

February 10, 2026

I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS IN THE AMOUNT OF \$45,000 FOR FIRE GROUND SURVIVAL TRAIN THE TRAINER COURSE (MO #3191; BK 14)
I(E)	A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 2 TO THE CONTRACT WITH AVANTI SOLUTIONS FOR THE PADUCAH SPORTS PARK PROJECT TO PURCHASE A WALK-IN REFRIGERATION SYSTEM IN THE AMOUNT OF \$8,775 (MO #3192; BK 14)
I(F)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE CITY'S AGREEMENT WITH KISTNER EDDY EXECUTIVE SERVICES, INC. (KEES) FOR EXECUTIVE SEARCH SERVICES RELATED TO THE HOTEL METROPOLITAN EXECUTIVE DIRECTOR POSITION (MO #3193; BK 14)
I(G)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO INITIATE A REQUEST FOR PROPOSALS FOR THE CITY HALL STABILIZATION PROJECT FOR DESIGN, ENGINEERING, AND CONSTRUCTION ADMINISTRATION AND INSPECTION (MO #3194; BK 14)
I(H)	A MUNICIPAL ORDER ACCEPTING THE BID OF JIM SMITH CONTRACTING COMPANY, LLC, FOR THE CITY OF PADUCAH'S 2026-2027 STREET RESURFACING PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE SAME (MO #3195; BK 14)

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).

RESOLUTION

Commissioner Smith offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Resolution entitled "A RESOLUTION OF THE CITY OF PADUCAH, KENTUCKY, SUPPORTING THE MCCRACKEN COUNTY FISCAL COURT AND THE PADUCAH-MCCRACKEN COUNTY RIVERPORT AUTHORITY IN AN APPLICATION TO THE COMMONWEALTH OF KENTUCKY CABINET FOR ECONOMIC DEVELOPMENT (CED) UNDER ITS GOVERNMENT RESOURCES ACCELERATING NEEDED TRANSFORMATION (GRANT) PROGRAM FOR MATCHING FUNDS IN FURTHERANCE OF THE DESIGN AND CONSTRUCTION OF THE RIVERPORT WEST PROJECT LOCATED IN MCCRACKEN COUNTY, KENTUCKY."

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

February 10, 2026

ORDINANCE ADOPTIONS

AMEND CODE OF ORDINANCES TO AUTHORIZE GOLF CARTS

Commissioner Thomas offered motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE CREATING A NEW ARTICLE OF CHAPTER 110, TRAFFIC AND VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY, RELATED TO GOLF CARTS.” This ordinance is summarized as follows: This Ordinance allows golf carts to operate on City of Paducah streets with posted speed limits of 25 mph or less. Golf carts must be inspected by the McCracken County Sheriff’s Office, permitted by the Paducah Police Department, insured, and operated only between sunrise and sunset. Operators must hold a valid driver’s license, display a slow-moving vehicle emblem, and follow all traffic laws. Golf carts may cross roadways where the speed limit is 35 mph or less, but cannot be driven along those roadways. A \$25 permit is required, valid until the golf cart changes ownership. The Police Department may deny, suspend, or revoke permits for safety or compliance violations, with appeal rights through the City Manager. Exemptions are provided for city-owned golf carts, riverboat tourism shuttles at the riverfront, and carts used within permitted special events. Violations are misdemeanors punishable by fines of \$20 to \$500, and/or imprisonment for a period not to exceed thirty (30) days.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5). **(ORD No. 2026-02-8866; BK 37)**

STREET NAME CHANGE FROM DOWNS DRIVE TO STEVE DOOLITTLE DRIVE

Commissioner Wilson offered motion, seconded by Commissioner Thomas, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE RENAMING ‘DOWNS DRIVE’ AS ‘STEVE DOOLITTLE DRIVE’.” This Ordinance is summarized as follows: This Ordinance authorizes renaming the public street currently known as Downs Drive to Steve Doolittle Drive. The Board of Commissioners finds that the renaming is appropriate, reasonable, and in the public interest, in recognition of the longstanding public service of Steven D. Doolittle. The Board further directs that all applicable city, county, state, utility, mapping, and emergency service records be updated to reflect the new street name. This action is taken at the formal request of the McCracken County Fiscal Court, owner of the sole address affected by the name change,

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5). **(ORD No. 2026-02-8867; BK 37)**

MELODY LANE STREET ACCEPTANCE PLAT APPROVAL AND SURETY AGREEMENT APPROVAL

Commissioner Henderson offered motion, seconded by Commissioner Smith, that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE

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MAYOR TO EXECUTE A SURETY AGREEMENT WITH CHAPMAN PROPERTY DEVELOPMENT, LLC, ACCEPTING A SUBDIVISION SURETY BOND IN AN AMOUNT OF \$150,000, ACCEPTING THE STREET ACCEPTANCE PLAT FOR MELODY LANE, AND ACCEPTING THE DEDICATION OF PUBLIC RIGHT-OF-WAY AND PUBLIC IMPROVEMENTS.” This Ordinance is summarized as follows: This ordinance authorizes the Mayor to execute a Surety Agreement with Chapman Property Development, LLC, accepts a \$150,000 surety bond, and accepts the Street Acceptance Plat for Melody Lane. The ordinance further accepts the dedication of public right-of-way and public improvements, with City maintenance responsibilities to begin only after all required public improvements are completed, inspected, and formally accepted.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson, and Mayor Bray (5). (ORD No. 2026-02-8868; BK 37)

ORDINANCES INTRODUCTIONS

REPEAL AND REPLACE CHAPTER 42 OF THE CODE OF ORDINANCES RELATED TO RENTAL OCCUPANCY

Commissioner Smith offered motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled, ““AN ORDINANCE REPEALING AND REPLACING CHAPTER 42 OF THE CODE OF ORDINANCES RELATING TO RENTAL OCCUPANCY PERMITS AND INSPECTIONS.” This Ordinance is summarized as follows: This ordinance repeals and replaces Chapter 42 of the Paducah Code of Ordinances related to the registration, permitting, and inspections of rental dwelling units. Rental dwelling units consisting of one-and two-family units are subject to enforcement and shall be registered with the Fire Prevention Office by July 1 of each year. Failure to register shall result in a \$100.00 fine per unit. A moratorium allows units occupied before March 1, 2026 to register without fine by January 1, 2027. New rental units must be registered within 30 days of availability. Landlords must apply annually for rental occupancy permits by July 1, providing detailed contact information for owners, agents, and responsible persons, along with property addresses for units. The annual permitting and inspection fee shall be \$50.00 per unit, not to exceed \$500.00 total for all units owned by a single property owner. Permits shall be valid for one fiscal year. Standards for issuance shall include substantial code compliance, possession of a business license, payment of all applicable city taxes, fees, and liens. Procedures are set forth whereby inspections shall occur annually, with discretionary authorization for self-attestation in lieu of on-site inspections. Inspections shall verify compliance with building, electrical, fire, and property maintenance codes. Procedures for follow-up inspections and associated fines are set forth. Inspection policies prioritize geographic distribution, tax delinquency, landlord compliance history, and police reports of criminal activity. Procedures are set forth for violations of code, triggering written notices and a correction period, as well as for denial or suspension notices, appeal rights, requirements for vacating tenants, and public posting on the premises. Criminal and nuisance violations triggering revocation of rental dwelling unit permits are set forth, as well as procedures for notification to property owner and tenants, and requirements for eviction. The Ordinance provides suspensions, revocations or denials shall be appealed within five days to the Deputy Chief or Battalion Chief of Fire Prevention, and if upheld, further appeal may be made to

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the Code Enforcement Board. Appeals related to state fire code matters are held in abeyance pending final decision by the local appeals board pursuant to KRS Chapter 227.

APPROVE MID-YEAR BUDGET AMENDMENT

Commissioner Henderson offered motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING ORDINANCE NO. 2025-06-8847, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2025, THROUGH JUNE 30, 2026, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.” This Ordinance is summarized as follows: This Ordinance amends the annual budget for the fiscal year beginning July 1, 2025, and ending June 30, 2026, as adopted by Ordinance No. 2025-06-8847, by the following re-appropriations:

- Increase revenue and expenditures for the Capital Projects Fund by \$425,337 and \$675,337, respectively.
- Increase expenditures for the Radio Fund by \$211,000.
- Increase revenue and expenditures for the Investment Fund by \$100,000.
- Increase revenue and expenditures for the Grant Fund by \$252,950 and \$2,950, respectively.
- Increase revenue and expenditures for the Health Insurance Fund by \$500,100.
- Increase revenue and expenditures for the Insurance Fund by \$88,600.

DISCUSSION

Communications Manager Pam Spencer offered the following summary:

Household Bulk Item Collection Pilot Program

Public Works Director Chris Yarber explained the Household Bulk Item Collection Pilot Program, a service planned for March 2026 that allows residential households to place up to three large household items at the curb for free during their assigned collection week. The program applies only to residential properties using rollout containers (including apartments using rollouts) and requires no registration. Bulk items include furniture, mattresses, and major appliances (with required freon-free tags), must be curbside by Sunday evening of the assigned week, and will be collected once crews service the area.

Collections are organized by regular garbage pickup days, with one zone serviced each week throughout March. Items must follow placement and preparation rules, and prohibited materials (such as electronics, hazardous waste, tires, or untagged appliances) will prevent collection. Households placing more than three items may be charged a pay pile fee, starting at \$25. Regular garbage and recycling services will continue as usual, and the City will assess program results and resident feedback after completion. Residents should expect an informational postcard by mail later this month.”

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CITY MANAGER COMMENTS

City Manager Jordan commented on planter work going on outside City Hall and upcoming rehabilitation project.

EXECUTIVE SESSION

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

- 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, Wilson, and Mayor Bray (4)

RECONVENE IN OPEN SESSION

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

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

After reconvening in open session, the Paducah City Commissioner took the following action:

MUNICIPAL ORDER

APPROVING DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED AT 3470 JAMES SANDERS BOULEVARD

Commissioner Thomas offered a motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER APPROVING A DEVELOPMENT AGREEMENT PROVIDING CERTAIN INCENTIVES FOR THE PROPERTY LOCATED AT 3470 JAMES SANDERS BOULEVARD AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED THERETO.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, Wilson and Mayor Bray (5). **(MO #3196; BK 14)**

February 10, 2026

ADJOURN

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

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

TIME ADJOURNED: 6:35 p.m.

ADOPTED: February 24, 2026

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

February 24, 2026

RECEIVE AND FILE DOCUMENTS:

Deed File:

1. City of Paducah to Urban Renewal and Community Development Agency (URCDA) MO #3164
2. Urban Renewal and Community Development Agency (URCDA) to City of Paducah MO #3165
3. Deed of Temporary Easement – Wagner Leasing to City of Paducah – MO #3171

Contract File:

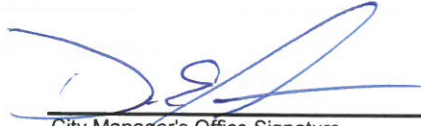
1. Agency Non-Endowed Fund Agreement, Community Foundation of West Kentucky – The Duke and Duchess of Paducah Foundation Fund – MO #3190
2. Contract with International Association of Fire Fighters for Fire Ground Survival Train the Trainer Course - \$45,000 – MO #3191
3. Amended to Contract with Kistner Eddy Executive Services (KEES) for Hotel Metropolitan Executive Director Search – MO #3193
4. Contract with Jim Smith Contracting – 2026-2027 Street Resurfacing Program – MO #3195

Financials:

1. Sprocket Financial Statements – Year ended June 30, 2025

CITY OF PADUCAH
February 20, 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.



City Manager's Office Signature

2/19/2026

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
February 24, 2026**

NEW HIRES - FULL-TIME (F/T)

<u>E911</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Wadley, Alec N.	Telecommunicator	\$20.46/hr	NCS	Non-Ex	March 5, 2026
FINANCE					
Delaney, Lauren G.	Controller	\$51.68/hr	NCS	Ex	February 26, 2026
*Note: Lauren will start with 10 paid days of vacation, available for use immediately, waiving the 6 month waiting period.					
PARKS & RECREATION					
Royal, Coleman Lee	Parks Maintenance Supervisor	\$29.00/hr	NCS	Ex	March 19, 2026
POLICE					
Campbell, Kraig M.	Police Officer	\$28.24/hr	NCS	Non-Ex	April 2, 2026
Perkins, Davin R.	Police Officer	\$28.24/hr	NCS	Non-Ex	April 2, 2026
PUBLIC WORKS					
Smith, Roger A.	ROW Maintenance	\$19.46/hr	NCS	Non-Ex	March 5, 2026

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

<u>FINANCE</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>
Queen, Karen N.	Senior Administrative Assistant \$27.73/hr	Senior Administrative Assistant \$28.56/hr	NCS	Non-Ex	January 22, 2026
Parks, Emily L.	Telecommunicator \$21.39/hr	Telecommunicator \$22.39/hr	NCS	Non-Ex	February 5, 2026
FIRE - PREVENTION					
Cherry, Joseph Gregg	Deputy Chief \$64.53/hr	Deputy Chief \$66.47/hr	NCS	Ex	January 8, 2026
Dicke, Janet	Senior Administrative Assistant \$30.15/hr	Senior Administrative Assistant \$31.06/hr	NCS	Non-Ex	January 8, 2026
PUBLIC WORKS					
Ferrell, Christopher	Maintenance Superintendent \$43.73/hr	Maintenance Superintendent \$45.04/hr	NCS	Ex	January 22, 2026
Pryor, Latrisha	Senior Administrative Assistant \$26.93/hr	Senior Administrative Assistant \$27.74/hr	NCS	Non-Ex	January 22, 2026
Saxton, John	Solid Waste Superintendent \$40.05/hr	Solid Waste Superintendent \$41.25/hr	NCS	Ex	March 19, 2026
Scutt, James	Fleet Superintendent \$41.79/hr	Fleet Superintendent \$43.04/hr	NCS	Ex	January 22, 2026
Simmons, Marcey	Administrative Assistant \$22.36/hr	Administrative Assistant \$23.03/hr	NCS	Non-Ex	January 22, 2026

TERMINATIONS - FULL-TIME (F/T)

<u>FIRE - PREVENTION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Willet, Franklin M.	Code Enforcement Officer	Resignation	February 10, 2026
PUBLIC WORKS			
Gimple, Kenny	Solid Waste Truck Driver	Resignation	February 20, 2026

Agenda Action Form

Paducah City Commission

Meeting Date: February 24, 2026

Short Title: Authorize the Application and Acceptance of a FY2027 KY Highway Safety Grant in the amount of \$25,000 - **B.LAIRD**

Category: Municipal Order

Staff Work By: Jordan Murphy,
Steve Thompson
Presentation By: Brian Laird

Background Information:

The National Highway Traffic Safety Administration (NHTSA) provides grant funds for improving highway safety. The Kentucky Office of Highway Safety (KOHS) is the administrator of the NHTSA grant funds in Kentucky. This funding can provide overtime pay for officers, resources for child passenger safety seat inspection, and resources for improving traffic records systems. The NHTSA funds are awarded to sub-grantees thru KOHS to help reduce crashes, injuries, fatalities and associated costs by identifying transportation safety issues and developing implementing effective integrated programs and activities.

The City of Paducah Police Department is requesting \$25,000 for overtime pay related to traffic enforcement. No match is required for this grant.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the application and acceptance of the FY2027 Highway Safety Grant and authorize the Mayor to sign documentation related to same.

Attachments:

1. MO app and award FY2027 Highway Safety Grant

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF AN FY2027 HIGHWAY SAFETY GRANT IN THE AMOUNT OF \$25,000 THROUGH THE KENTUCKY OFFICE OF HIGHWAY SAFETY FOR OVERTIME PAY FOR OFFICERS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO THE SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the submission of an application in the amount of \$25,000 for an FY2027 Highway Safety Grant Kentucky Office of Highway Safety. These grant funds will be used for overtime pay for officers. No local match is required.

SECTION 2. That the City of Paducah hereby accepts the FY2027 Highway Safety Grant in the sum awarded by the National Highway Traffic Safety Administration (NHTSA) through the Kentucky Office of Highway Safety (KOHS) for overtime pay for officers, and authorizes the Mayor to execute all documents related to the same.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 24, 2026
Recorded by Lindsay Parish, City Clerk, February 24, 2026
mo\grants\app & award – FY2027 Highway Safety Grant – overtime

Agenda Action Form

Paducah City Commission

Meeting Date: February 24, 2026

Short Title: Authorize the Release of a Request for Proposal for a Historic Structure Report for the Hotel Metropolitan - **H. REASONS**

Category: Municipal Order

Staff Work
By: Hope
Reasons
Presentation
By: Hope
Reasons

Background Information: On 8/13/24, the Board of Commissioners approved the acceptance of a grant from the Mellon Foundation for capital improvements to the Hotel Metropolitan (MO 2949). As part of the City's receipt for the Mellon Grant Foundation, it includes conducting a Historic Structure Report for the Hotel Metropolitan. Releasing this Request for Proposals will allow the City and Hotel to move forward with this component of the grant agreement.

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 release of a request for proposal for a Historic Structure Report to be completed for the Hotel Metropolitan.

Attachments:

1. MO RFP – Historic Structure Report – Hotel Metropolitan

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO INITIATE A REQUEST FOR PROPOSALS FOR A HISTORIC STRUCTURE REPORT FOR THE HOTEL METROPOLITAN

WHEREAS, on August 13, 2024, the Board of Commissioners adopted Municipal Order No. 2949, approving the acceptance of a grant from the Mellon Foundation for capital improvements to the Hotel Metropolitan; and

WHEREAS, as part of the City’s receipt for the Mellon Grant Foundation, it includes conducting a Historic Structure Report for the Hotel Metropolitan; and

WHEREAS, releasing a Request for Proposals will allow the City and Hotel to move forward with this component of the grant agreement.

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

SECTION 1. That the City Manager is hereby authorized and directed to develop, advertise, and initiate a Request for Proposals for conducting a Historic Structure Report for the Hotel Metropolitan.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 24, 2026
Recorded by Lindsay Parish, City Clerk, February 24, 2026
MORFP – Historic Structure Report – Hotel Metropolitan

Agenda Action Form

Paducah City Commission

Meeting Date: February 24, 2026

Short Title: Authorize the City Manager to execute a contract with Tyler Technologies in the amount of \$44,650 for the upgrade of Tyler Public Safety servers - **B. LAIRD & E. STUBER**

Category: Municipal Order

Staff Work By: Ariana Kitty, Eric Stuber, William Hodges, Brian Laird

Presentation By: Brian Laird, Eric Stuber

Background Information: 911 implemented Tyler New World Public Safety software and servers in 2018 to upgrade the computer-aided dispatch (CAD) system. This included the installation of servers to run CAD software. The servers at the time were installed with Microsoft Windows Server 2016 and SQL Server 2016. Server 2016 will be end-of-life from Microsoft in January 2027; meaning it will not be eligible for security patches and updates. In addition, SQL Server 2016 will be end-of-life from Microsoft in July of 2026.

In order to continue to keep current on the Tyler CAD software, the operating systems and SQL software need to be upgraded to current versions. This contract covers maintenance required for Tyler to upgrade all servers running CAD software.

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: Police 911 Communications Equipment

Account Number: 2000-40-4001-PS-00000-00000-542130-

Staff Recommendation: Authorize the Mayor to execute a contract with Tyler Technologies in the amount of \$44,650 for the upgrade of Tyler Public Safety servers.

Attachments:

1. MO contract-Tyler Technologies – Tyler Public Safety Servers

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TYLER TECHNOLOGIES IN THE AMOUNT OF \$44,650 FOR THE UPGRADE OF TYLER PUBLIC SAFETY SERVERS

WHEREAS, 911 implemented Tyler New World Public Safety Software and servers in 2018 to upgrade the computer-aided dispatch (CAD) System; and

WHEREAS, this included installation of servers to run CAD software. The servers were installed with Microsoft Windows Servers 2016 and SQL Server 2016; and

WHEREAS, Microsoft Windows Server 2016 will reach end of life from Microsoft in January 2027, and SQL Server 2016 will reach end-of-life in July 2026; and

WHEREAS, in order to continue to keep current, the Tyler CAD software, the operating systems, and SQL software need to be upgraded to current versions.

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

SECTION 1. That the Mayor is hereby authorized to execute a contract with Tyler Technologies in the amount of \$44,650, for the upgrade of Tyler Public Safety servers.

SECTION 2. This expenditure shall be paid from Police 911 Communications Equipment, Account Number 2000-40-4001-PS 00000 00000 542130.

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, February 24, 2026
Recorded by Lindsay Parish, City Clerk, February 24, 2026
MO\contract-Tyler Technologies – Tyler Public Safety Servers

Agenda Action Form

Paducah City Commission

Meeting Date: February 24, 2026

Short Title: Approve an Upper Story Residential Grant for 620 Broadway - **C. GAULT**

Category: Municipal Order

Staff Work
By: Nancy
Upchurch
Presentation
By: Carol Gault

Background Information: The grant application proposed the renovation of the rear third of the first floor and the upper floor into three completed single-family residential units that will be rented. The immediate plan is for short-term rental use. The front portion of the first floor will be dedicated to commercial use.

The total estimated cost of the project is \$1,100,000. Project contractors include Griffin Plumbing, Fiers Heating and Air Conditioning, and Reed Electric.

The residential portion of the project has been completed, and the owner is requesting reimbursement of \$15,000 per residential unit, for a total request of \$45,000. The owner has submitted contractor affidavits documenting payments to date totaling \$898,648, leaving a remaining balance of \$201,352 to complete the commercial portion of the building. The affidavits confirm that all work performed to date has been paid in full and completed in accordance with the executed agreements. The residential portion of the project is complete. The applicant now requests reimbursement of \$15,000 per residential unit, for a total request of \$45,000.

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

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

Communications Plan:

Funds Available: Account Name: DT-0033

Account Number: 000 70000 70005

Staff Recommendation: Approval of \$45,000 be paid to the applicant for the renovation of 3 residential units in the building located at 620 Broadway.

Attachments:

1. Upper Story Residential Grant Funds – 620 Broadway
2. CC Staff Report 620 Broadway

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AN UPPER STORY RESIDENTIAL GRANT IN THE AMOUNT OF \$45,000 FOR THE PROPERTY LOCATED AT 620 BROADWAY

WHEREAS, the owner of the property located at 620 Broadway submitted an application for an Upper Story Residential Grant for the renovation of the rear third of the first floor and the entire upper floor of the building into three single-family residential units; and

WHEREAS, the front portion of the first floor will remain dedicated to commercial use; and

WHEREAS, the total estimated cost of the project is \$1,100,000, and contractor affidavits have been submitted documenting payments totaling \$898,648 to date; and

WHEREAS, the residential portion of the project has been completed in accordance with the executed agreements, and the applicant has requested reimbursement in the amount of \$15,000 per residential unit, for a total reimbursement request of \$45,000; and

WHEREAS, the submitted contractor affidavits confirm that all work performed to date has been paid in full and completed in accordance with the executed agreements.

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

SECTION 1. That the City of Paducah hereby approves an Upper Story Residential Grant in the amount of \$45,000 for the renovation of three residential units located at 620 Broadway.

SECTION 2. This expenditure shall be paid from the appropriate Upper Story Residential Grant program account.

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, _____
Recorded by Lindsay Parish, City Clerk, _____
MOUpper Story Residential Grant Funds – 620 Broadway

Agenda Action Form

Paducah City Commission

Meeting Date: February 24, 2026

Short Title: Authorize Contract Modification No. 1 for Reliable Electric in the amount of \$1,463.00 for Dolly McNutt Plaza - **A. CLARK**

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: On September 2, 2025, the BOC authorized a contract with Reliable Electric, LLC, for an amount not to exceed \$58,980.00 for new lighting in Dolly McNutt Plaza. Due to grounding related work needed in addition to original project scope, Contractor is requesting an increase of \$1,463.00 to the contract amount.

Authorize Contract Modification No. 1 in the amount of \$1,463.00 for additional grounding related work required for project completion. Updated contract amount of \$60,443.00 to be paid upon project completion.

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: Dolly McNutt Lighting Project

Account Number: PA0136

Staff Recommendation: Approve

Attachments:

1. MO contract modification 1 –Reliable Electric, LLC – Dolly McNutt Plaza
2. Dolly McNutt Contract Amendment

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 1 TO THE CONTRACT WITH RELIABLE ELECTRIC, LLC FOR THE DOLLY MCNUTT PLAZA PROJECT TO INCREASE THE PRICE OF THE CONTRACT BY \$1,463.00 FOR A TOTAL CONTRACT PRICE OF \$60,443.00, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME

WHEREAS, on September 2, 2025, the Board of Commissioners approved Municipal Order #3117, which approved a contract with Reliable Electric, LLC for the new lighting in Dolly McNutt Plaza, and

WHEREAS, now Contract Modification #1 in the amount of \$1,463 is needed to fund additional grounding related work required for project completion, bringing the total contract amount to \$60,443.

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

SECTION 1. The City Commission hereby approves Contract Modification No. 1 to the Agreement with Reliable Electric LLC, for the Dolly McNutt Plaza Project to increase the contract price by \$1,463.00 for additional grounding work required for project completion. The new contract price shall be \$60,443.00.

SECTION 2. Funds for this additional expense will be paid from Dolly McNutt Lighting Project, Account Number PA0136.

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

AMENDMENT TO
CONTRACT FOR LIGHTING REPAIR AND REPLACEMENT

This Amendment to the Contract for Services between Reliable Electric, LLC (hereinafter "Reliable") and the City of Paducah (hereinafter "City") for repair and replacement of lighting at Dolly McNutt Plaza, is effective as of the ~~18~~¹⁹ day of February, 2026.

WITNESSETH:

WHEREAS, the Parks contracted with Reliable Electric, LLC to provide improved lighting in Dolly McNutt Plaza, located in the City of Paducah; and

WHEREAS, Reliable Electric has requested additional compensation for services required to complete the project scope.

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

1: TERM The term of this contract for services is for 30 days, beginning February 25, 2026 and ending March 27, 2026.

2: TERMINATION In the incident of breach of contract, either party may terminate this Contract for Services with ten (10) days' written notice. If this contract for services is terminated, the City shall only be responsible for services performed as of the termination date.

3: CONTRACTOR RESPONSIBILITIES Contractor will be responsible for providing the City with the following scope of work:

Additional Scope:

- Trench Max 20' from Said Pole Light to Landscape Light (This Will Include Going Under or Boaring 5' of Concrete Sidewalk)
- Install Conduit in Trench
- Install Qty-1 LB Out of Existing Landscape Box
- Install Qty-1 Rigid Nipple and Connect to Existing PVC Conduit
- Splice Into Existing Ground Wire in Land Scape Box
- Install Ground Wire in New Conduit (Max 25')
- Make Terminations as Needed
- Inspection on Existing Open Permit

Original Scope to Completion:

- Ensure all poles are grounded and wiring meets current KY State Building Code Requirements
- Acquire and provide all necessary permits and coordinate required inspections, as applicable
- Provide for and test all equipment to ensure proper operations.

4: OPERATIONS PAYMENT Contractor will submit an invoice for payment in the amount of \$60,443.00 upon completion of the project to the Director of Parks and Recreation at aclark@paducahky.gov.

Checks from the City will be made payable to Reliable Electric, LLC.

5: AMENDMENT All other provisions of the Contract for Services previously entered into by the Parties on the 3rd day of September, 2025 shall remain in full force and effect.

City of Paducah

George P. Bray, Mayor Date

Reliable Electric, LLC

Emily L Morgan
Name (Print)

Emily Morgan Owner *2-18-26*
Signature, Title Date

Agenda Action Form

Paducah City Commission

Meeting Date: February 24, 2026

Short Title: Declaration of Trust and Trust Partnership Agreement for the Kentucky League of Cities (KLC) Worker's Compensation Trust - **S. WILCOX**

Category: Municipal Order

Staff Work
By: Stefanie
Wilcox
Presentation
By: Stefanie
Wilcox

Background Information: Insurance regulations as they pertain to self-insured associations require pool members to execute a participation agreement annually. These agreements were signed when the City first became a member of the Kentucky League of Cities insurance pool, and the annual re-signing does not change any of the provisions contained in those original agreements.

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 Mayor to sign the Worker's Comp Trust Agreement with KLC.

Attachments:

1. 5429 Paducah KLCIS WC Trust Agreement 2025
2. MO agree – Declaration of Trust & Trust Participation - WC - KLC FY2027

City of Paducah

**DECLARATION OF TRUST
AND
TRUST PARTICIPATION AGREEMENT
FOR THE
KENTUCKY LEAGUE OF CITIES
WORKERS' COMPENSATION TRUST**

This Declaration of Trust and Trust Participation Agreement (Agreement) is made and entered into by and between the Kentucky League of Cities Insurance Services (the "KLCIS") an unincorporated, nonprofit association with its principal place of business located at 100 East Vine Street, Suite 800, Lexington, Kentucky 40507, and such cities, urban-county governments, and other municipal boards, agencies, and authorities, which become members of the KLCIS and participants in the Kentucky League of Cities Workers' Compensation Trust.

WITNESSETH:

WHEREAS, various cities, urban-county governments, and municipal boards, agencies, and authorities within the Commonwealth of Kentucky have duly established the KLCIS as a legal and administrative entity through the Interlocal Agreement to Establish the Kentucky League of Cities Insurance Services (Interlocal Agreement), as authorized by Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes (KRS); and

WHEREAS, the KLCIS has been delegated and may exercise various powers and authorities, including the power to create and administer for the benefit of its members a Workers' Compensation Trust (the "Trust"), whereby the participating members join together in a workers' compensation self-insurance group as authorized by KRS 342.350(4); and

WHEREAS, the KLCIS Articles of Association and Bylaws, which have been ratified and accepted by each of the members, require each member, as a condition of participation in the Trust, to execute a binding trust participation agreement which sets forth the authorities, rights, duties, and liabilities of the participating member and the KLCIS with respect to the operation of the Trust.

NOW, THEREFORE, in consideration of the premises stated, the mutual covenants and obligations herein contained, and the mutual benefits to be derived by each party, the parties hereto covenant and agree as follows:

SECTION 1. DECLARATION OF TRUST. The Trust shall be operated by the KLCIS Board of Trustees as agent and representative of the participating members of the Trust. The Trust shall be a nonprofit entity. It shall consist of funds collected from the participating members and interest earned on the investment of such funds. All funds collected from the participating members, including all interest earned on any investments, shall be held and used solely for the benefit of the participating members and solely for purposes related to the operation of the Trust as a workers' compensation self-insurance group. All funds collected and

held by the Trust, including any interest earned on investments, which are not paid for administrative expenses, or paid or reserved for payment for workers' compensation benefits and related expenses, shall accrue to the benefit of and remain the property of the participating members. The Trust funds may be returned to the participating members in the form of dividends, or a reduction of contributions, charges, or assessments for future years, at the discretion of and in accordance with a plan adopted by the KLCIS Board of Trustees, which plan shall be consistent with any applicable state laws or regulations and this Agreement.

SECTION 2. MEMBERSHIP. Only those cities, urban-county governments, and other public agencies and political subdivisions of the Commonwealth which are members of the KLCIS shall be eligible to participate in the Trust. The KLCIS Board of Trustees shall be the sole judge as to whether any member of the KLCIS shall be allowed to participate in the Trust. The KLCIS Board of Trustees shall not accept as a member of the Trust, any employer that does not have a net worth at least two (2) times its estimated annual assessment, unless the employer pays its full annual assessment in advance. The KLCIS Board of Trustees shall not accept as a member of the Trust any employer that does not meet all other qualifications for membership, as set forth in the KLCIS bylaws. All new members of the Trust shall meet all the requirements of an original member.

SECTION 3. COMPLIANCE WITH LAWS AND TRUST REGULATIONS. Each participating member agrees that it will at all times abide by the terms of the Interlocal Agreement; the KLCIS Articles of Association and Bylaws; this Declaration of Trust and Trust Agreement; the provisions of the Kentucky Worker's Compensation Act; the Kentucky Revised Statutes, Chapter 304, Subtitle 50; the rules and regulations of the Kentucky Worker's Compensation Board and the Office of Insurance; any other applicable regulations or statutes; or the rules, regulations, standards, procedures and decisions of the KLCIS Board of Trustees for operation of the Trust.

SECTION 4. TERMINATION OR SUSPENSION OF MEMBERSHIP. The KLCIS Board of Trustees shall have the authority to terminate or suspend a member's participation in the Trust for any failure to abide by the Interlocal Agreement; the KLCIS Articles of Association and Bylaws; this Declaration of Trust and Trust Agreement; the provisions of the Kentucky Worker's Compensation Act, the Kentucky Revised Statutes, Chapter 304, Subtitle 50; the rules and regulations of the Kentucky Workers' Compensation Board and the Office of Insurance; any other applicable regulations or statutes; or the rules, regulation, standards, procedures or decisions of the KLCIS Board of Trustees for operation of the Trust. A member may also be terminated or suspended for failure to timely pay any annual or supplementary contribution established by the Board of Trustees; or for any other action or omission deemed by the Board of Trustees to be detrimental to the fiscal soundness or efficient operation of the Trust, including, but not limited to an adverse claims experience or lack of cooperation with safety and loss prevention policies adopted by the Board of Trustees.

Before terminating or suspending any member's participation in the Trust, the Board of Trustees shall give the member and the Office of Workers' Claims at least thirty (30) days notice of the termination or suspension. However, if termination is for failure of the member to pay the premium or assessments due, the Board of Trustees shall give the member and the Executive Director of the Office of Insurance ten (10) days advance notice of such

termination. In the case of a termination or suspension for any reason other than the nonpayment of contributions, the notice of termination or suspension shall inform the participating member that a hearing may be requested before the Board of Trustees. In the event of a termination or suspension for nonpayment of contributions, the member shall have no right to a hearing. All terminations or suspensions shall be effective as of the date and upon the terms and conditions specified by the Board of Trustees in its notice of termination or suspension, or as otherwise determined by the Board after a hearing.

The Trust and its remaining participating members shall incur no liability as a result of any act or acts of a former member occurring after the effective date of the termination or suspension, except as may be provided in this Agreement.

After termination or suspension, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the time the former member was a participating member, including its proportionate share of any expenses assignable to the period the former member was a participating member, and for any costs, including reasonable attorneys fees, incurred by the Trust to collect such amounts from the former member.

SECTION 5. INDIVIDUAL MEMBER WITHDRAWAL. Any participating member may withdraw from participation in the Trust after sixty (60) days written notice to the Board of Trustees and to the Office of Workers' Claims; provided that the withdrawing member has discharged all of its obligations to the Trust. The Board of Trustees shall send a written acknowledgement of the withdrawal to the withdrawing member. Upon withdrawal, the former member shall remain fully liable for its proportionate share of all claims against the Trust which were created or arose during the period the former member was a participating member of the Trust, including its proportionate share of any expenses of the Trust assignable to the period the former member was a participating member, and any costs, including reasonable attorneys fees, incurred by the Trust to collect such amounts from the former member.

SECTION 6. TRUST DISSOLUTION. The Board of Trustees shall have the authority to terminate the Trust by a vote of a majority of the entire membership of the Board of Trustees. In such event, the Board of Trustees shall:

- a. File a detailed plan of dissolution with the Executive Director of the Office of Insurance for prior approval;
- b. Provide (60) days written notice by certified mail to the Executive Director of the Office of Insurance and each group member;
- c. Pay approved dividends, but no sooner than three (3) years following the dissolution of the Trust; and
- d. Establish arrangements for the continued payment and servicing of all outstanding claims, including incurred but not reported, and all other obligations of the Trust.

The dissolution of the Trust shall not operate to diminish or eliminate any rights or obligations of the participating members with respect to any claims or expenses arising prior to the effective date of the dissolution.

SECTION 7. FUNDING OF THE TRUST. The Trust shall be financed through the annual and supplementary contributions established by the Board of Trustees and paid by the participating members and through income earned from the investment of Trust funds. All annual and supplementary contributions shall be computed and established by the Board of Trustees based on actuarial evaluations, rating plans, and other analyses of the amounts necessary for the payment of claims, the payment of premiums for insurance, excess insurance, and bonds, the payment of principal and interest on any debt incurred to operate the Trust, the establishment and maintenance of reserves, and the payment of any and all expenses of the Trust reasonably and lawfully incurred.

The Board of Trustees shall notify each participating member of the amount of each annual or supplementary contribution at least thirty (30) days in advance of the due date. Each participating member agrees to timely pay, in accordance with Kentucky Revised Statutes Chapter 304, Subtitle 50, Section 055 and/or any rules for payment established by the Board of Trustees, all annual and supplementary contributions established by the Board of Trustees and agrees that the failure to timely pay any contributions due may, at the discretion of the Board of Trustees, result in the immediate termination or suspension of the participating member. Ten (10) days advance notice of such termination or suspension shall be given to the member and the Executive Director of the Office of Workers' Claims.

SECTION 8. INDEMNITY AGREEMENT. The participating members of the Trust will jointly and severally assume and discharge any lawful awards allowed under the Kentucky Worker's Compensation Act against any member of the Trust, which awards shall have been sustained by the court where an appeal by either party has been taken. The participating members of the Trust shall be jointly and severally liable to pay premiums and assessments established by the Board of Trustees, based upon appropriate classifications and rates, into a designated cash reserve fund out of which lawful claims, awards, and expenses shall be paid.

SECTION 9. USE OF TRUST FUNDS. All contributions and assessments paid to the Trust by the participating members and all earnings from the investment of those funds shall accrue to the benefit of and shall be the property of the participating members. No funds of the Trust shall be expended for any purpose other than the payment of claims and related expenses, the establishment of reasonable reserves, the payment of principal and interest on any debt incurred to fund the operations of the Trust, and the payment of any and all reasonable and necessary expenses incurred to operate the Trust. No funds of the Trust may be borrowed by any member or any other person, including the Board of Trustees and service agents. The Board of Trustees shall be obligated to return any surplus funds to the participating members, but only at such times and upon such terms and conditions as may be determined by the Board of Trustees in accordance with this Agreement, the KLCIS Articles of Association and Bylaws, and any applicable state laws or regulations.

SECTION 10. INVESTMENT OF TRUST FUNDS. All funds of the Trust which are not needed to pay current obligations shall be invested by, or at the direction of, the Board of Trustees in accordance with the requirements set forth in the Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 055.

SECTION 11. CALCULATION AND DISTRIBUTION OF SURPLUS FUNDS.

Subject to the limitations imposed in this section and elsewhere in this Agreement, the Board of Trustees, in its sole discretion, may make periodic distribution of surplus funds. For purposes of this section, the term "surplus funds" shall have the same meaning as the term is defined in Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 015 (35). The Board of Trustees shall have the authority to decide when the distribution of surplus funds is to be made, the fiscal year(s) to which the distribution is applicable, the amount to be distributed, and the basis for the distribution. Participating members shall be eligible to receive distributions of surplus funds, but only in accordance with the provisions of this Agreement and the formula for distribution adopted by the Board of Trustees. No distribution of surplus funds attributable to any fiscal year shall be made sooner than thirty- six (36) months after the expiration of that fiscal year. Members having withdrawn from the Trust shall be eligible to receive a portion of the distribution of surplus funds, if any, in accordance with the dividend plan established by the Board of Trustees. In addition, no distributions made under a dividend plan shall be disbursed unless the Trust has notified the Executive Director of the Office of Insurance of its intent to make a dividend payment at least thirty (30) days prior to the payment, and the Executive Director of the Office of Insurance has not disapproved the payment within that time.

Dividends shall be paid or credited to members according to the reasonable classifications established by the Trustees and shall not unfairly discriminate between members of the same classification. The Board of Trustees shall calculate each participating member's proportionate share of surplus funds in accordance with a written formula adopted by the Board of Trustees. The formula shall be structured to support and foster the purposes and objectives for which the Trust was created. The formula may include any factors which, in the discretion of the Board of Trustees, reflect the purposes and objectives of the Trust, including, but not limited to: individual member loss experience; individual member contributions relative to total contributions; and the duration of Trust participation. The formula adopted by the Board of Trustees may provide that a failure to comply with risk management standards or recommendations, or the existence of a specified loss-to- contributions ratio shall disqualify a participating member from receiving all, or a specified portion, of the participating member's share of the surplus funds.

As an alternative to the payment of direct dividends, the Board of Trustee may elect to use all or any portion of the surplus funds attributable to any fiscal year to reduce the contributions otherwise payable by the participating members for subsequent fiscal years. Any participating member may elect to have the distribution of its proportionate share of surplus funds applied as a credit against future contributions.

SECTION 12. EXCESS INSURANCE. The Board is authorized to obtain reinsurance or excess insurance coverage in such specific and aggregate amounts and with such limits and retentions as the Board of Trustees may deem necessary and as may be required by Kentucky Administrative Regulations, Title 806, Chapter 52, Section 020; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 120; and any other applicable laws or regulations to protect the financial solvency of the Trust.

SECTION 13. BONDS, SECURITY DEPOSITS & OTHER FUNDING SOURCES. The Board is further authorized to obtain other insurance, letters of credit, lines of credit, fidelity bonds or other funding sources from approved financial institutions which, in the

judgment of the Board, may be necessary or desirable in order to furnish additional security and resources for the payment of claims, losses, and expenses covered by the Trust in excess of the contributions paid by the participating members or to establish and maintain necessary reserves, or which may be required by Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 045; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 050 (1) and (2); and any and all other applicable statutes or regulations.

SECTION 14. BOARD OF TRUSTEE REPORTS. The Board of Trustees shall be required to make the following reports:

- a. The Board of Trustees shall utilize the services of an independent certified public accountant to conduct an annual audit of the Trust and shall file a copy of the audit with the Office of Insurance within 120 days of the end of each fiscal year of the Trust.
- b. Within 120 days of the end of each fiscal year of the Trust, the Board of Trustees may, upon request, furnish participating members of the Trust with a statement setting forth all premiums, losses, and expenses, and the allocation of assessments and the distribution of dividends among the Trust members.
- c. The Board of Trustees shall utilize the services of a qualified actuary to provide an actuarial opinion and a supporting reserve study regarding reserves for known claims and expenses associated with such claims and shall file a copy of the opinion and reserve study with the Office of Insurance within 120 days of the end of each fiscal year of the Trust.
- d. The Board of Trustees shall file all other reports as may be required by Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 060; Kentucky Revised Statutes, Chapter 304, Subtitle 50, Section 110; and any other applicable laws and regulations.

SECTION 15. MEMBER REPORTS. Each participating member shall annually, upon request by the Trust or its agents, prepare and submit a report of actual payrolls for the preceding fiscal year and/or make available payroll records to the Board of Trustees or its agents. The reports shall be prepared in accordance with the rules and classifications adopted by the Board of Trustees. The willful failure of any participating member to properly and timely report its actual payrolls may, in the discretion of the Board of Trustees, result in the immediate termination or suspension of the member from participation in the Trust.

SECTION 16. RISK MANAGEMENT. The Board of Trustees, or its designated service company, shall develop and implement a risk management program designed to minimize the workers' compensation liability of the participating members. The participating members shall follow the risk management recommendations of the Board of Trustees and its service company, and adopt the loss reduction and prevention procedures established by the Board of Trustees. However, the participating members shall be solely responsible for all decisions regarding the implementation and conduct of their loss prevention programs and practices, and in no event shall the Board of Trustees or its service company bear any liability with respect to the implementation or conduct of loss prevention programs or practices by

the participating members.

SECTION 17. COLLECTION OF PREMIUM AND ASSESSMENTS RELATED TO MEMBER PARTICIPATION IN KACo-KLC WORKERS' COMPENSATION SELF-INSURANCE FUND. To the extent that any of its participating members have an obligation to pay premiums or assessments as a result of the member's previous participation in the KACo-KLC Workers' Compensation Self-Insurance Fund (KACo-KLC), and in the event of a failure or inability by the Board of Directors of KACo-KLC to collect premium contributions or assessments sufficient to pay or reserve all obligations which arose out of injuries or occupational disease which occurred prior to July 1, 1993, then the Board of Trustees will assume secondary responsibility to collect additional premiums and assessments from those of its participating members which are obligated to pay such premiums or assessments to assist the Board of Directors of KACo-KLC to fulfill its responsibilities.

SECTION 18. APPOINTMENT OF BOARD OF TRUSTEES AS AGENT AND ATTORNEY-IN-FACT. Each member hereby appoints the KLCIS Board of Trustees to act as its agent and attorney-in-fact for the purpose of executing and delivering all contracts, agreements, reports, and other instruments, and for the purpose of taking all other actions necessary for the proper operation and administration of the Trust.

SECTION 19. DOCUMENTS INCORPORATED BY REFERENCE. The KLCIS Articles of Association and Bylaws and any rules and regulations adopted by the Board of Trustees are hereby incorporated by reference into and made a part of this Agreement. The parties hereto shall be bound by the terms of those documents as well as the terms of this Agreement.

SECTION 20. BINDING NATURE OF THE AGREEMENT. This Agreement and the terms of any documents incorporated herein by reference shall constitute a binding contract between KLCIS and each city, urban-county government, and other public agency and political subdivision of the Commonwealth which may become a party hereto.

SECTION 21. INTERPRETATION. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

SECTION 22. SEVERABILITY. If any provision of this Agreement is held to be in conflict with any applicable statute or regulation, or is otherwise held to be unenforceable, the invalidity of the provision shall not affect any or all of the remaining provisions of this Agreement.

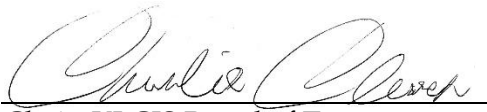
SECTION 23. AUTHORIZATION OF SIGNATURE PAGES. This Agreement may be executed in any number of counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved and executed by the undersigned proper and duly authorized representatives of the parties as of the date indicated below.

KENTUCKY LEAGUE OF CITIES
INSURANCE SERVICES

5429 City of Paducah

MEMBER/CITY/AGENCY #

BY: 

Chair, KLCIS Board of Trustees

BY: _____
Chief Executive Officer

DATE: 7/1/2025_____

DATE: _____

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
DECLARATION OF TRUST AND TRUST PARTICIPATION AGREEMENT WITH THE
KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES FOR THE WORKER'S
COMPENSATION TRUST

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

SECTION 1. That the City of Paducah hereby authorizes the Mayor to execute
the Declaration of Trust and Trust Participation Agreement with the Kentucky League of Cities
Insurance Services for the Worker's Compensation Trust.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 24, 2026
Recorded by Lindsay Parish, City Clerk, February 24, 2026
\mo\ agree – Declaration of Trust & Trust Participation - WC - KLC FY2027

Agenda Action Form

Paducah City Commission

Meeting Date: February 24, 2026

Short Title: Authorize the Application and Acceptance of a Kentucky Heritage Council Certified Local Government Grant not to Exceed \$50,000 - **C.GAULT**

Category: Municipal Order

Staff Work By: Carol Gault, Wes Banks,
Palmer Stroup
Presentation By: Carol Gault

Background Information:

Local governments designated as Certified Local Governments (CLGs) pursuant to Title 36, Section 61.5 of the Code of Federal Regulations are eligible to compete annually for CLG grant funding. The CLG Program operates as a 60/40 matching grant, and funds may only be used for projects deemed eligible under the Historic Preservation Fund (HPF) Grants Manual. Awards are competitive, and applications are evaluated based on the project's alignment with and contribution to Kentucky's Statewide Historic Preservation Plan.

The City intends to apply for CLG funding to support the nomination of a portion of the Southside neighborhoods as a Historic District to the National Register of Historic Places, along with the preparation of individual nominations for select historic properties. The total project cost is not expected to exceed \$50,000, with the City requesting \$30,000 in grant funding and providing a \$20,000 local match.

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

If yes, please list the Commission Priority: Southside Revitalization

Communications Plan:

Funds Available: Account Name: CD-0104 Professional Services

Account Number: 00020000 20012

Staff Recommendation: Authorize the application and acceptance of a CLG Grant and authorize the Mayor to sign all documentation related to same.

Attachments:

1. award-ky heritage council CLG Grant 2026

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION AND ACCEPTANCE OF A KENTUCKY HERITAGE COUNCIL CERTIFIED LOCAL GOVERNMENT GRANT IN THE AMOUNT OF \$30,000, AUTHORIZING THE ACCEPTANCE OF ANY AND ALL GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application to obtain a Kentucky Heritage Council Certified Local Government Grant in an amount of \$30,000. A \$20,000 local match is required.

SECTION 2. That the City of Paducah hereby authorizes the acceptance of any and all grant funds awarded by the Kentucky Heritage Council Certified Local Government Grant and authorizes the Mayor to execute the Grant Agreement and all related documents.

SECTION 3. The local match will be paid from CD-0104 Professional Services, Account Number 0002 0000 20012.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, February 24, 2026
Recorded by Lindsay Parish, City Clerk, February 24, 2026
\\mo\grants\award-ky heritage council CLG Grant 2026

Agenda Action Form Paducah City Commission

Meeting Date: February 24, 2026

Short Title: Repeal and Replace Chapter 42 of the Code of Ordinances related to Rental Occupancy - **G. CHERRY**

Category: Ordinance

Staff Work
By: Greg
Cherry
Presentation
By: Greg
Cherry

Background Information: The updates to Paducah’s Residential Rental Occupancy Permit Ordinance (Chapter 42, Article III) aim to improve safety, clarify enforcement procedures, and enhance transparency for both landlords and tenants. Changes include redefining inspection timelines, expanding the authority of the Code Official, introducing a Certificate of Compliance for code-abiding properties, and creating a public list of compliant rental units. The update emphasizes tenant privacy rights and removes the requirement for an occupancy permit before utility service can be established.

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

If yes, please list the Commission Priority: Rental Property Occupancy Permitting

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation:

Attachments:

1. ORD Rental Ordinance Repealing and Replacing

CITY OF PADUCAH
ORDINANCE _____
AMENDING SECTION 42 OF THE CODE OF ORDINANCES RELATED TO
RENTAL OCCUPANCY PERMITS AND INSPECTIONS

WHEREAS, numerous rental dwelling units exist in the City of Paducah, many of which are single and two family dwellings; and

WHEREAS, offering dwelling units for rental is a business and must be regulated; and

WHEREAS, regulating rental dwelling units for code compliance protects the public health, safety and general welfare of citizens occupying those dwelling units; and

WHEREAS, pursuant to statutes, the City has been granted powers to enforce the state building electrical, and fire codes; and

WHEREAS, in order to enforce the building, electrical, and fire codes, the City must be permitted to regularly inspect rental dwelling units; and

WHEREAS, a rental inspection program is required to set forth when such inspections shall take place, while also maintaining constitutional protections afforded to tenants and property owners by the U.S. Constitution and the Constitution of the Commonwealth of Kentucky; and

WHEREAS, the City's existing rental inspection ordinance properly addresses inspection of rental dwelling units on a limited basis, but no longer meets the City's needs for inspection without significant burden being placed on landlords with numerous units within City limits.

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

SECTION A.: That the City of Paducah, Kentucky hereby amends Chapter 42, Article III. – Residential Rental Occupancy Permits shall be repealed in its entirety and replaced as follows:

Sec. 42-61. Purpose and intent.

- (a) The purpose of this article is to protect the public health, safety and general welfare of the people of the City in occupied dwellings by recognizing that the offering for rental of dwelling units is a business and by classifying and regulating such business.
- (b) It is not the intention of the City to interfere with contractual relationships between tenant and landlord. The City does not intend to intervene as an advocate for either part, or act as arbiter, nor be receptive to complaints from tenants or landlords which are not related to the provisions of this article.

Sec. 42-62. Definitions.

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

Accessory living quarters mean living quarters within an accessory building, which may not have kitchen facilities.

Bed and breakfast means a residential dwelling unit in which more than one (1) but not more than five (5) guest rooms are used to provide or offer overnight accommodations for transient guests for compensation. A tourist home is included in the meaning of "bed and breakfast."

Building means any structure having enclosed space and a roof for the housing or enclosure of persons, animals or chattels. The term "building" includes the term "structure."

Code means the ordinances of the City that relate to the fitness for habitation construction, property maintenance, nuisances, occupancy, zoning, and use of any rental residential dwelling unit. This specifically includes the provisions of this chapter, and chapters 18, 54, and 126.

Code Official or *Code Officer* means and includes the Chief Building Inspector, Deputy Building Inspector, Code Enforcement Officers, Fire Marshal, Fire Inspector, and Police Officers, as they are empowered to act in their various capacities, including but not limited to the authority granted to them under KRS 227.200 et seq., KRS 65.8801 et seq., 815 KAR 7:070, et seq., and 815 KAR 10:060 et seq. Where authority is granted under KRS 227, 815 KAR 7, or 815 KAR 10, Code Official or Code officer shall mean Fire Code Officials.

Dwelling, assisted care, means a building, or portion thereof, and consisting of five (5) or more bedrooms, used for residential occupancy by a group. The dwelling is characterized by tenants with separate bedrooms for sleeping and that there are shared common areas for reception, recreation, living, cooking, laundry and the like. The unit is further signified by the presence of an employee that provide various services such as housekeeping, maintenance, cooking, security, personal care, and transportation. This definition is distinguished from, and is intended not to conflict with KRS 100.982 and 100.984.

Dwelling, multiple, means a building, or a portion thereof, used for occupancy by three (3) or more families living independently of each other and used for rental residential occupancy for rental occupancy lasting thirty (30) days or more.

Dwelling, one (1) family, means a building used for residential occupancy by one (1) family.

Dwelling, rental, means a building or portion thereof, used primarily for rental residential occupancy for periods of thirty (30) days or more, including one (1) family and multiple dwellings, and shall not include apartment buildings or complexes, hotels or motels.

Dwelling, two (2) family, means a building or portion thereof, used for occupancy by two (2) or more families living independently of each other, and at least one (1) of which is used for rental residential occupancy.

Dwelling unit means a residential dwelling, or portion of a dwelling, used by one (1) family for cooking, living, and sleeping purposes.

Hotel or motel means a building, or portion thereof, or group of buildings in which lodging is customarily provided and offered to the public typically for occupancy for not more than thirty (30) days at a time for compensation, and which is open to transient guests on a daily basis, in contradistinction to a lodging house.

Landlord means the owner of a rental residential dwelling unit who offers residential property and its dwelling units, not occupied by the owner, to other persons not related by blood or marriage for some form of compensation through rental payments, lease payments, or some other similar contractual arrangement.

Lodginghouse means a building with more than two (2) but not more than ten (10) guest rooms where lodging with or without meals is provided for compensation.

Nuisance means a tenant's use of a rental dwelling unit, including the building and the premises relating thereto, which gives offense to or endangers the life, health, safety, or welfare of others. The term "nuisance" includes such uses as defined as nuisances under 42-32 and 14-31 of the Paducah Code of Ordinances, as well as under State law.

Nursing home means an establishment which provides full-time convalescent or chronic care, or both, for four (4) or more individuals who are not related by blood or marriage to the operator, and who, by reason of chronic illness or infirmity, are unable to care for themselves; excepting, however, establishments that predominately provide for care for the acutely ill or surgical or obstetrical services. A convalescent home and rest home are included in the meaning of the term "nursing home." A hospital or sanitarium shall not be construed to be included in the meaning of the term "nursing home."

Person means and includes a firm, association, organization, partnership, trust, company or corporation as well as an agent, and an individual.

Safety Issue means a tenant's use of a rental dwelling unit, including the building and the premises relating thereto, which constitutes a distinct fire hazard or gives offense to or endangers the life, health, safety, or welfare of others. The phrase "safety issue" includes such uses as defined under State law as life safety or fire hazards.

Tenant means a person under a rental agreement to occupy a dwelling unit for the purpose of residential occupancy for a period of thirty (30) days or more, making rent or lease payments, or other similar agreements where the tenant does not have an equitable interest in the real property.

Sec. 42-63. Enforcement.

The Fire Prevention Division shall be responsible for the administration and enforcement of the provisions of this section. Enforcement pursuant to this section shall not be interpreted to override or negate the rights of tenants or property owners with respect to inspections authorized or required by KRS 227.200 et seq., 815 KAR 7:070 et seq., or 815 KAR 10:060 et seq. Where applicable, penalties hereunder shall be in addition to, and shall not be instead of, the penalties set forth by KRS 227.200 et seq., 815 KAR 7:070 et seq., or 815 KAR 10:060 et seq.

Sec. 42-64. Registry and Rental occupancy permit required.

It shall be unlawful for any property owner or landlord to rent or lease to another or otherwise allow any person to occupy any rental dwelling unit which is subject to this article unless the landlord has first registered the rental dwelling unit with the City of Paducah, and obtained and continues to hold a valid rental occupancy permit for that unit.

Sec. 42-65. Applicability and exceptions.

- (a) The provisions of this article shall apply to the rental or leasing of rental dwelling units, and rental dwellings which contain such units, including one (1) and two (2) family rental residential dwelling units.
- (b) The provisions of this article shall not apply to apartment buildings, hotels and motels, bed and breakfasts, nursing homes, assisted care dwelling units, residential care facilities as described by KRS 100.982, hospitals, sanitariums, or recovery homes permitted or approved pursuant to Sec. 126-88 of the Paducah Code of Ordinances.

Sec. 42-66. Rental Unit Registration.

- (a) Annual Registration. All owners of rental dwelling units shall annually register the rental property within the City of Paducah in the Fire Prevention Office. The annual registration deadline shall be July 1 of each year.
- (b) Fines. Any owner of a rental dwelling unit not registered by July 1 shall be subject to a fine of \$100 per unit.
- (c) Moratorium. Registration of units in existence with occupancy prior to March 1, 2026, shall have no registration fee if registered prior to January 1, 2027. Owners of units in existence with occupancy prior to March 1, 2026 shall be charged \$100 per unit for failure to register prior to July 1, 2027.
- (d) Rental dwelling units opened or purchased following July 1 registration shall be registered within thirty (30) days of being made available for rent.

Sec. 42-67. Application for rental occupancy permits.

- (a) By July 1 of every year, the owner or landlord of a rental dwelling unit shall make written application to the Fire Prevention Division for a rental occupancy permit to carry on the business of renting a residential dwelling unit. Such application shall be made on a form furnished by the Fire Prevention Division for such purpose and shall set forth the following information:
 - (1) Name, residence address, email address, telephone number, and date of birth of the landlord of the rental dwelling unit. If the landlord is a partnership, the name of the partnership, and the name, residence address, email address, and date of birth of the managing partner. If the landlord is a corporation or limited liability company, the name and address of the corporation or company, and the name, residence address and date of birth of the chief operating officer.
 - (2) If the landlord has appointed an agent authorized to accept service of process and to receive and give receipt for notices; the name, residence address, email address, telephone number, and date of birth of such property manager or agent;

- (3) Every applicant, whether an individual, partnership, corporation, or limited liability company shall identify in the application, by name, residence address, email address, telephone number, and date of birth, a natural person who is actively involved in, and responsible for, the maintenance and management of the premises. A post office box is not acceptable as an address for such person. The individual designated herein may also be the landlord of the dwelling, property manager, or agent identified in subsection (2) of this section;
 - (4) Street address of the rental dwelling unit; and
 - (5) Number of rental dwelling units within the rental dwelling.
- (b) To determine compliance with this article and this Code, every applicant shall authorize an on-site inspection of the premises no less than biennially, or once every two years.
- (c) It shall be unlawful for any person to make any false statements in an application for a rental occupancy permit.

Sec. 42-68. Issuance of permit.

- (a) Following the filing of an application, a Code Official shall cause an inspection to be made of the rental dwelling unit and rental dwelling identified in the application. The inspection shall be made within a reasonable period following the date upon which the application is filed.
- (b) Upon completion of an inspection of a rental dwelling and the rental dwelling units therein, the Code Official shall make a determination as to whether all of the standards for issuance of a permit have been met. In the event the Code Official determines that the standards have been met, the Code Official shall cause the issuance of a rental occupancy permit.
- (c) Only one (1) permit shall be required per lot; provided, however, in the case of multiple rental dwelling units on one (1) lot, the permit shall identify each rental dwelling unit for which a permit has been approved.
- (d) Permits issued hereunder shall be valid for a term of one fiscal year (July 1 through June 30th of the following calendar year).

Sec. 42-69. Standards for issuance of permit.

The standards for the issuance and continuance of a rental occupancy permit shall be as follows:

- (1) The rental dwelling, and the rental dwelling units located therein, and the grounds and the accessories, buildings, and structures relating thereto, are in substantial compliance with the Code and all other applicable laws, statutes, and regulations including, but not limited to the International Property Maintenance Code 2012 Edition as adopted by the City of Paducah in Sec. 42-46, all fire codes, electrical codes, plumbing codes, and building codes, and are not otherwise hazardous, or present safety issues. The Code Official may, in his discretion, confer with

engineers, building, electrical, or fire inspectors as he or she deems necessary to determine compliance in any such area or expertise. "Substantial compliance" shall be determined in the discretion of the Code Official.

- (2) The landlord has been issued an occupation business license and has paid all fees and taxes as required under chapter 106.
- (3) The landlord has paid all city ad valorem taxes which are due and payable against the real property upon which the building and rental dwelling units are located.
- (4) The landlord has paid all fees as required under this article.
- (5) The landlord has paid all city nuisance and property maintenance liens on the property for which a permit is applied.

Sec. 42-70. Determination of noncompliance.

- (a) If a Code Official determines that any dwelling unit, or any part of the premises relating thereto, fails to comply with section 42-69(1) or that the landlord has failed to comply with section 42-69(2) through (5), a written notice of the violation or violations shall be given to the landlord and shall be transmitted via email to the email address listed on the permit for such rental dwelling unit. The notice shall direct that the landlord shall have a period of seven (7) days to remedy the violation. The offender may be allowed a reasonable extension of time to remedy the violation, at the discretion of the Code Official. A reinspection shall take place after said period of time to determine compliance.
- (b) If the fire Code Official determines the dwelling unit, or any part of rental premises fails to comply with section 42-69(1) due to structural or distinct fire hazards as described in 815 KAR 10:060 or especially liable or likely to result in fire loss as described in KRS 227.380, the written notice of the violation or violations shall further state that the provisions of this section shall not override an owner's rights to appeal violations, as applicable, under 815 KAR 10:060 Section 6 or KRS 227.380(2).
- (c) If the fire Code Official determines that the defects create an imminent hazard to the health or safety of occupants or the public, the Code Official shall immediately suspend any previously issued rental occupancy permit for that location and order the premises be vacated, providing any occupants reasonable time to vacate, as is determined to be safe in the discretion of the Code Official.
- (d) Any time period accorded by the fire Code Official above shall not be extended by the sale or transfer of any interest in the rental dwelling unless specifically authorized by the Code Official.

Sec. 42-71. Denial; suspension.

In the event the landlord's failure to comply continues following any period accorded the landlord for compliance, the Code Official shall mail the landlord a notice of a denial of a rental occupancy permit or suspension of a previously issued rental occupancy permit. A copy of the notice shall be sent by email to the email address provided on the permit for such rental dwelling unit. The notice shall state:

- (1) That the Code Official has determined that the landlord has failed to comply with the standards as set forth in section 42-69.
- (2) The specific reason or reasons why the standards have not been satisfied, including copies of applicable inspection reports and listing each code, statute, or regulation of which the property are in violation.
- (3) That the denial or suspension of the permit will become effective unless the landlord appeals the determination within five (5) business days after receipt of the notice in the manner provided in section 42-73.
- (4) That after denial or suspension, the rental dwelling unit or units must be vacated, and shall not be reoccupied until a rental occupancy permit is issued or is reinstated after approval by the Code Official.
- (5) The notice shall describe how an appeal may be filed under section 42-73.
- (6) The Code Official shall also cause a notice to tenants to be prominently posted on the rental dwelling. The notice shall state that the rental occupancy permit for the rental dwelling unit or units has been denied or suspended, whichever is applicable, and that the action will become final on a specific date unless the landlord appeals. The notice shall further state that tenants will be required to vacate the rental dwelling unit when the action becomes final.

Sec. 42-72. Revocation of permit; criminal acts or nuisance.

- (a) Any landlord of a rental dwelling unit who knowingly leases or continues to lease a rental dwelling unit to any tenant who commits or allow others to commit any criminal act in violation of the State's criminal statutes relating to the illegal sale or distribution of controlled substances or to prostitution or to acts of violence to the person of another which causes physical injury or the imminent threat thereof, or who otherwise creates or allows others to create a nuisance on the leased premises, in violation of the provisions of Sec. 14-31, Sec. 42-48, Sec. 42-49, or Sec. 42-50(a)(1)-(7), as determined by Final Order as defined in Sec. 42-40(6) or Sec. 42-41, shall be subject to a revocation of the landlord's rental occupancy permits as provided herein.
- (b) The landlord shall abate such activity in the manner as hereinafter provided:
 - (1) In the event that the Code Official receives reasonable evidence of a criminal act or activity as described in (a) above, or of a nuisance on the leased premises of a tenant, the Code Official shall send to the landlord written notice which shall set forth the evidence and identify that the criminal act or activity or nuisance is in violation of this section, and constitutes cause for revocation of the rental occupancy permit for the leased premises.
 - (2) In the event that the Code Official sends a second such notice to the landlord regarding such a criminal act or activity or nuisance on the leased premises of the same tenant within one (1) year following the issuance of a previous notice, the notice shall instruct and require the landlord to bring eviction proceedings against the tenant with the McCracken District Court or to otherwise provide in writing to the Code Official an acceptable alternative which abates the continuance of further criminal

activity or nuisance on the leased premises of such tenant. The landlord shall initiate eviction proceedings or provide an acceptable alternative within ten (10) days following the landlord's receipt of such second notice. In the event the landlord fails to initiate the eviction proceedings or otherwise provide an acceptable written alternative within ten (10) days, the Code Official may revoke the landlord's rental occupancy permit if the Code Official determines that the revocation is necessary to protect or preserve the health, safety and welfare of a resident or residents of the rental dwelling unit or neighborhood. Upon revocation of any rental occupancy permit, no application of a subsequent rental occupancy permit shall be accepted by the Code Official for such premises within six (6) months of the date of revocation.

- (3) Any eviction proceeding brought by the landlord shall be timely and diligently prosecuted by the landlord in good faith.
 - (4) Reasonable evidence means such evidence as would be probative in establishing probable cause that such criminal act has been committed or that a nuisance exists on the leased premises. Reasonable evidence may include evidence of a lawful arrest, indictment, or conviction, or plea. Status of underlying but related criminal proceedings may be taken into consideration by the Code Officer as the Code Officer, in his/her discretion, deems appropriate.
- (c) In the event of revocation, the Code Official shall provide a notice of revocation to the landlord and tenant in the manner as provided in section 42-71.

Sec. 42-73. Appeals procedure.

- (a) Any landlord wishing to appeal the determination of a suspension, revocation, or denial shall file a written notice of appeal with the Fire Prevention Division within five (5) days after receipt of the notice of the suspension, revocation, or denial.
- (b) An appeal shall initially be heard by the Deputy Chief of Fire Prevention Division or in his/her absence, the Battalion Chief. The Deputy Chief or Battalion Chief shall sustain the decision of the Code Official unless the Deputy Chief or Battalion Chief determines that the provisions of this article have been complied with and that all of the violations have been corrected. The Deputy Chief of the Fire Prevention Division or Battalion Chief shall make a written determination and provide notice of same to the landlord within ten (10) days of making his/her determination.
- (c) In the event the Deputy Chief or Battalion Chief sustains the decision of the Code Official, thereby suspending, revoking, or denying a rental permit, the landlord shall have further right of appeal and may file a written notice of appeal with the Code Enforcement Board within five (5) days of the landlord's receipt of the Deputy Chief or Battalion Chief's written determination. Appeal before the Code Enforcement Board shall follow sections 42-41, 42-41.5, 42-42, et seq.
- (d) In the event the landlord/property owner files an appeal pursuant to 815 KAR 10:060, or KRS 227.380 related to the same subject matter as the suspension, revocation, or denial, any appeal filed pursuant to this Section shall be held in abeyance pending final determination or order by the Local Appeals Board empowered by KRS 227.325.

Sec. 42-74. Vacation of premises.

When an application for rental occupancy permit has been denied or a rental occupancy permit has been suspended or revoked, the Code Official shall order the rental dwelling unit vacated, giving tenants a reasonable time to arrange new housing and to move their possessions. Unless otherwise prohibited by law, such order shall not otherwise prevent the premises from being occupied or used for purpose other than as a rental unit, except as otherwise required by law.

Sec. 42-75. Duration of permit.

- (a) A rental occupancy permit shall be valid until the property ceases to be used as a rental unit or until ownership of the property is transferred, whichever occurs first, unless otherwise suspended or revoked under this article. It shall be the owner or landlord's responsibility to furnish the City with updates as to any changes in the owner, landlord, or property manager's contact information and any transfer of ownership.
- (b) A prospective new owner of a rental dwelling unit shall make application for a new rental occupancy permit within ten (10) business days following the date of sale.

Sec. 42-76. Inspections.

- (a) Inspections of rental dwelling units shall be conducted by Code Officials and shall take place as follows:
 - (1) Upon application for a rental occupancy permit; and
 - (2) Upon receipt of a complaint by a tenant or owner of a neighboring property that the rental dwelling unit or rental dwelling is substandard, hazardous or unfit for habitation, and if in the discretion of the Code Official, probable cause exists to believe that the complaint is founded in fact and an inspection warranted; and
 - (3) Upon the probable cause determination of a Code Official that the rental dwelling unit or rental dwelling is in noncompliance with subsection 42-69(1); and
 - (4) Biennially, or every two-year period.
- (b) Biennial Self-Attestation Permitted for Compliant Rental Dwelling Units. One year following an in-person inspection in which the rental dwelling unit had no violations, an owner, landlord, or property manager may submit a self- inspection attestation as to inspection items, indicating that no alterations or damage has occurred to the electrical, HVAC, or plumbing systems in the twelve (12) months following the prior inspection, and certifying compliance as to inspection items required by the Fire Prevention Division. Forms for self-attestation will be located in the Fire Prevention Office. Self-attestation may not be available for all properties, in the discretion of the Code Official, Deputy Chief, or Battalion Chief.
- (c) Follow-up Inspections. Non-compliant items discovered during any inspection will result in a follow-up inspection, in a manner deemed appropriate in the discretion of the Code Official. Follow-up inspections required at the rental dwelling unit may result in fines as set forth in Sec. 42- 77(c) of this Chapter.

(d) The Code Official shall adopt a policy of inspecting all rental dwellings which are required to be permitted under this article. The policy shall contain objectives for the systemic inspection of all rental and priorities for the use of inspection resources. The policy shall promote an efficient inspection program based upon the following factors:

- (1) Geographic distribution and concentration of rental dwellings;
- (2) Rental dwellings with delinquent property taxes;
- (3) Landlords with properties identified by the Fire Prevention Division as having excessive number of housing code violations, or a history of noncompliance, or slow compliance, with correction orders;
- (4) Landlords with properties identified by the Fire Prevention Division as having a history of demolitions being ordered by the City;
- (5) Rental dwellings for which no occupation business license or occupancy permit has been applied;
- (6) Rental dwellings with multiple violations of Sec. 14-31, or of Sec. 42-48, Sec. 42-49, or Sec. 42-50(a)(1)-(7), as determined by Final Order as defined in Sec. 42-40(6) or Sec. 42-41; and
- (7) Rental dwelling with multiple reports of police calls for illegal drug offenses, prostitution, violent crimes, or disorderly conduct, as reported to the Code Official by the Paducah Police Department.

(e) Absent exigent or emergency circumstances, whenever necessary to make an inspection to enforce any of the provisions of this article, or whenever the Code Official has reasonable cause to believe that there exists in any rental dwelling or rental dwelling unit which is required to be permitted by this article, any condition or violation which makes such dwelling or unit unsafe, dangerous or hazardous, the Code Official may enter such dwelling or unit at all reasonable times to inspect the same or to perform any duty imposed by this article, provided that if such dwelling unit be unoccupied, the Code Official shall first provide notice and request entry from the landlord; and if such dwelling or unit is occupied, the Code Official shall provide notice and request entry from both the landlord and tenant. If possible, the Code Official shall first attempt to make arrangements with the landlord and tenant as to the occurrence of the inspection at least twenty-four (24) hours prior to the inspection. If such entry is refused, the Code Official shall have recourse to every remedy provided by law to secure entry. The landlord or property owner's refusal to cooperate and permit inspection following notice shall be cause for suspension, revocation, or denial of a rental occupancy permit as set forth under section 42-71.

(f) Consent for Inspections. Absent exigent circumstances, nothing in this Section shall be interpreted to override privacy protections afforded to tenants by law.

Sec. 42-77. Fees and fines.

(a) Annual Fee. There shall be an annual fee of \$50.00 per rental dwelling unit (not to exceed \$500.00 total fee per property owner for all properties owned by property owner) for

issuance of a rental occupancy permit and the initial inspection related thereto. These fees shall be paid to the Fire Prevention Division.

- (b) Fine for failure to permit. Failure to apply for a permit for a rental dwelling unit shall result in a fine of \$50.00 per unit.
- (c) Fine for failed follow up inspections. If the Code Official is required to make inspections beyond the initial inspection and one (1) follow-up inspection, to determine if the required corrections have been made, then the following fines shall result:

Inspections	3rd Inspection	4th Inspection	5th Inspection and All Subsequent Inspections
	\$250.00	\$350.00	\$500.00

- (d) Reduction and waiver. Fines assessed herein may be reduced or waived for good cause as determined in the sole discretion of the Deputy Fire Chief in charge of the Fire Prevention Division, or Battalion Chief.

Sec. 42-78. Display of permit.

- (a) Every landlord must show to every prospective tenant before occupancy a valid rental occupancy permit covering the rental dwelling unit to be rented. Every landlord must show to any tenant, upon demand, a valid rental occupancy permit covering the rental dwelling unit the tenant occupies.
- (b) Upon demand by any Code Official, the landlord must show a valid rental occupancy permit to the Code Official.

Sec. 42-79. Willful misrepresentations.

It shall be a violation of this chapter for an owner to willfully provide inaccurate information for the registration, permitting, or self-reporting or to willfully misrepresent compliance with codes. Violations may result in denial, suspension, or revocation of permit(s) pursuant to Sec. 42-41 and 42-42 herein.

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 Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk
Introduced to the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by the City Clerk, _____
Published by The Paducah Sun, _____
ORD\Rental Ordinance Repealing and Replacing

4915-0983-5121.7

Agenda Action Form

Paducah City Commission

Meeting Date: February 24, 2026

Short Title: Approve Mid-Year Budget Amendment - **A. KYLE**

Category: Ordinance

Staff Work
By: Audra Kyle
Presentation
By: Audra Kyle

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

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD budget amend FY26 Midyear
2. FY2026 Midyear Amendment Descriptions

ORDINANCE NO. 2026-____ - _____

AN ORDINANCE AMENDING ORDINANCE NO. 2025-06-8847, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2025, THROUGH JUNE 30, 2026, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT”

WHEREAS, the City of Paducah, Kentucky adopted an Annual Operating Budget for the fiscal year beginning July 1, 2025, and ending June 30, 2026, by Ordinance No. 2025-06-8847; and

WHEREAS, during the fiscal year it is necessary to amend the budget to account for budgetary adjustments including salary slippage reallocations, transfers, grant funding, donations, project funding corrections, and fund balance reallocations; and

WHEREAS, General Fund salary slippage was utilized for Parks projects including Dolly McNutt lighting and Oak Grove Road improvements in the amount of \$35,980; and

WHEREAS, General Fund salary slippage was utilized for Police projects for the taser contract and cradlepoint routers in the amount of \$71,910; and

WHEREAS, an agreement was made with the Riverport Authority to pay off a loan balance in the amount of \$145,314; and

WHEREAS, an agreement was made with the Duke & Duchess Foundation of Paducah for a matching grant in the amount of \$25,000; and

WHEREAS, an agreement was made with Paducah Cooperative Ministries to provide a \$100,000 shelter contribution; and

WHEREAS, the FY2025 appropriation for Paducah Alliance of Neighbors in the amount of \$50,000 was carried over to be re-established in the FY2026 budget; and

WHEREAS, a 2025 AFG grant was accepted in the amount of \$51,818, plus local match in the amount of \$5,818 to be taken from the Fire Department’s FY2026 operating budget; and

WHEREAS, the Hotel Metropolitan Mellon Grant project was placed in the Grant Fund, and the \$250,000 FY2026 appropriation from the Investment Fund should be corrected to said account; and

WHEREAS, donations were received in the amount of \$2,950 to fund additional non-grant expenditures for the WORC Drive-In Event; and

WHEREAS, the Radio Fund is to be closed and the balance of \$211,000 transferred to project EQ0036 – “City-Wide Radio Purchase” for purchase of City radios under the new system; and

WHEREAS, the sale of surplus property and the recovery of liens resulted in an additional \$55,052 for reinvestment; and

WHEREAS, donations were received for the annual fire prevention conference in the amount of \$23,445; and

WHEREAS, additional claims and administrative costs to the City’s Health Insurance Fund were evaluated and a subsequent increase to the City’s contribution for employee premiums was made prior to the calendar year 2026 enrollment process; and

WHEREAS, premium and endorsement estimates for general insurance coverages are projected to fall short of actual expenses.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2025, and ending June 30, 2026, as adopted by Ordinance No. 2025-06-8847, be amended by the following re-appropriations:

- Increase revenue and expenditures for the Capital Projects Fund by \$425,337 and \$675,337, respectively.
- Increase expenditures for the Radio Fund by \$211,000.
- Increase revenue and expenditures for the Investment Fund by \$100,000.
- Increase revenue and expenditures for the Grant Fund by \$252,950 and \$2,950, respectively.
- Increase revenue and expenditures for the Health Insurance Fund by \$500,100.
- Increase revenue and expenditures for the Insurance Fund by \$88,600.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\finance\budget amend FY26 Midyear

Agenda Action Form

Paducah City Commission

Meeting Date: February 24, 2026

Short Title: Amend the 911 Parcel Fee Ordinance - **B. LAIRD & JEFF PARKER**

Category: Ordinance

Staff Work By: Ariana
Kitty, Brian Laird
Presentation By: Jeff
Parker

Background Information: The amendment changes the 911 parcel fee ordinance by shifting assessments from only 'occupied' parcels to all 'occupiable' parcels. It clarifies the scope of fees and assessable categories, refines property classifications, formalizes appeals processes, and updates administrative provisions to ensure fairness, consistency, and long-term stability in funding joint 911 services.

- **Fee Applicability:** Shifts assessments from 'occupied' to all 'occupiable' parcels; includes residential storage structures and government/public housing units.
- **Refined Property Classifications:** Reclassifies medical facilities as commercial; clarifies definitions for residential, commercial, public use, and mixed-use parcels.
- **Standardized Appeals Process:** Formalizes hearing rules and establishes a clear path for judicial appeal.
- **Administrative Updates:** Removes expired first-year rental rebate provisions; confirms annual CPI-based fee adjustments; updates section numbering.
- **Core Principles:** Emphasizes fairness, consistency, and long-term stability in funding joint 911 services.

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:

Attachments:

1. ORD 911 Parcel Fee Appeals Amendment 2026 Final

ORDINANCE NO. 2026-_____-_____

AN ORDINANCE AMENDING THE 911 PARCEL FEE ORDINANCE

WHEREAS, the City of Paducah previously enacted a Parcel Fee Ordinance to facilitate the funding for the provision of 911 services; and

WHEREAS, the City of Paducah and McCracken County are responsible for promoting public safety and the general welfare of the citizens of Paducah, McCracken County, Kentucky; and

WHEREAS, the operation of an emergency 911 communications system is one of the most critical of all public services, indispensable and necessary for the safety of the citizens of Paducah, McCracken County, to ensure prompt response to emergencies; and

WHEREAS, the City of Paducah and McCracken County have entered into an Interlocal Cooperation Agreement for the provision of joint 911 services; and

WHEREAS, new categories to include structures storing residential chattel and governmental/public housing structures are necessary to ensure all “occupiable” parcels are properly assessed; and

WHEREAS, it has been determined that medical facilities should be charged a fee commensurate with other similarly -sized commercial facilities; and

WHEREAS, to ensure fairness and consistency as to all appeals hearings, the Board of Commissioners finds it necessary to adopt Hearing Rules and Procedures to be utilized by the 911 Joint Appeals Board, and to include a process to appeal Final Orders of the Joint Appeals Board to McCracken District Court; and

WHEREAS, it has been determined that a parcel that is occupiable and not just occupied shall be assessed a 911 fee; and

WHEREAS, the calculated fee, which is amended each year in accordance with the Consumer Price Index, shall be rounded to the nearest dollar.

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH THAT THE 911 PARCEL FEE ORDINANCE IS AMENDED AS FOLLOWS:

SECTION 1. That there is hereby established, imposed, and implemented an annual parcel fee on all [~~occupied~~] occupiable individual residential units and all [~~occupied~~] occupiable individual commercial, religious, charitable, educational, and public use units located within the territorial limits of the City of Paducah, as determined from the records of the McCracken County Property Valuation Administrator's office. The fee shall be used for the delivery of Enhanced 911 emergency telephone service as provided for by KRS 65.760 and the associated maintenance of systems and devices, including but not limited to, operating costs of the Paducah-McCracken County 911 Services Center and purchase and maintenance of E911 equipment.

SECTION 2. The Board of Commissioners hereby imposes the following annual parcel fees on all parcels of [~~occupied~~] occupiable real property as more accurately defined in Sections 3 through [~~5~~] 7 of this Ordinance, which are located within the jurisdictional limits of the City of Paducah:

- A. Super Commercial Unit (parcel contains structures totaling in excess of 25,000 sq. ft.) \$1,550
- B. Large Commercial Unit (parcel contains structures totaling between 7,500 and 25,000 sq. ft.) \$860

- C. Medium Commercial Unit (parcel contains structures totaling between 2,500 and 7,500 sq. ft.) \$325
- D. Small Commercial Unit (parcel contains structures totaling between 1 and 2,500 sq. ft.) \$210
- E. Parking Lots (which shall include, but not be limited to, parking lots, garages, or other areas designed for the parking of motor vehicles as defined by KRS 186.010(4) whereby the owner, occupant, lessee, or possessor of any portion of the parcel leases, rents, licenses, bails, or otherwise allows the parking or storage of motor vehicles in exchange for consideration) \$150
- F. Public Use Units (emergency service, governmental, religious, charitable, and educational, excluding medical facilities) \$35
- G. Residential Units (including residential storage structures as defined in Section 4, and including Governmental/Public Housing Units as defined in Section 7) \$45

In the event a parcel is mixed use, the parcel shall be assessed at the highest applicable assessment rate. Mixed-use parcels shall be classified by combining the total square footage of all structures on the parcel, regardless of residential or non-residential use.

The aforementioned annual parcel fees are adjusted annually (and have been adjusted annually since this ordinance's inception on October 22, 2024) in accordance with Section 16 below.

SECTION 3. An [~~occupied~~] occupiable residential unit shall be defined as each residential space designed and/or utilized for occupancy for residential purposes and includes each apartment and/or duplex unit, house, and mobile home as a separate residential unit.

SECTION 4. An occupiable residential storage structure shall be a stand-alone structure on a parcel in which the building is used or could be used for the storage of chattel for residential purposes, for example, a garage on a lot separate from a residence.

SECTION [4] 5. An [~~occupied~~] occupiable commercial unit shall be defined as a non-residential building space of any size designed and/or utilized for occupancy by [~~an individual non-residential business or private enterprise~~] a business or private enterprise or chattel relating to a business or private enterprise which involves the manufacture, sale, lease, or rental of goods, or services to the public. A medical facility shall be considered a “commercial unit”. A medical facility shall include any parcel having a building in which medical services are provided or individuals are assessed for the potential provision of medical services. A medical facility shall be assessed the applicable fee regardless of whether the owner has any special status under the Internal Revenue Code.

SECTION [5] 6. An [~~occupied~~] occupiable public use unit shall be defined as any parcel owned or leased by:

- A. Any City, County, State, or Federal Government in which the parcel is used for the purposes of conducting the regular business of its government, its police department, or its fire department.
- B. A Fire District, so long as the parcel is used by the District to deliver fire protection services pursuant to KRS Ch. 75.
- C. A non-residential building space of any size designed and/or utilized for occupancy for religious activities and/or worship.
- D. A non-residential building space of any size designed and/or utilized for occupancy for the carrying out of a charitable purpose as determined by Section 501 of the Internal Revenue Code, excluding medical facilities.
- E. A non-residential building space of any size designed and/or utilized for occupancy for the purpose of education, the administration thereof or extracurricular activities.

SECTION 7. An occupiable governmental/public housing unit shall be defined as residential space owned by a governmental entity and/or classified as public housing and includes each residential space designed and/or utilized for occupancy for residential purposes,

including each apartment and/or duplex unit, house, and mobile home as a separate residential unit.

SECTION [6] 8. The 911 parcel fee shall be placed upon the City of Paducah’s property tax bills prepared by the City’s Finance Department beginning with the 2024 tax bill and continuing every year thereafter. The due dates shall be the same as the property tax due dates set by the Board of Commissioners.

SECTION [7] 9. For the first year only, being the 2024 tax year following adoption of the original ordinance on October 22, 2024, owners of all occupied residential rental units shall be eligible to claim a rebate of \$22.50 per unit against the annual fee due. This rebate which is the equivalent of a 6-months share of the fee, is granted to allow owners of rental property additional time to recover some or all of the amount of the fee from tenants. The adoption of this amendment shall not extend, renew, or reestablish eligibility for this first-year rebate. In subsequent years, the full amount of the annual 911 parcel fee shall be paid for all [occupied] occupiable residential rental units. [In order to be eligible for this rebate, the property owner of the occupied rental unit(s) shall complete and submit the form, attached hereto, to the City of Paducah Finance Department, which shall be received by the Finance Department on or before March 1, 2025.]

SECTION [8] 10. The Board of Commissioners, in conjunction with McCracken County, Kentucky, shall amend the Interlocal Agreement for Provision of Emergency 911 Services to create a “Joint 911 Parcel Fee Appeals Board” to address all appeals of parcel fee assessments.

SECTION [9] 11. Any property owner may appeal the classification of their property under the terms of this Ordinance. However, an appeal shall not affect the date the parcel fee is due. A property owner wishing to appeal a classification shall file an appeal by delivering a notice of appeal to the Paducah City Clerk by no later than December 1st of the year for which the fee is due. The appeal shall be forwarded to the City Finance Department or the McCracken County Finance Department, whichever is applicable. The relevant staff shall consider the information provided in the appeal and make a determination as to whether the property should be reclassified without requiring the property owner to present further evidence. If it is determined that the property should be reclassified, the property owner shall be notified of the reclassification and be provided appropriate relief, including, but not limited to, a refund of all or a portion of the parcel fee paid during the applicable tax year. If no change in classification is deemed warranted, the appeal shall be forwarded to the Chairman of the Joint Appeals Board who shall set a date for a meeting at which time the property owner can present evidence and otherwise be heard on the issue of classification. The property owner shall bear the burden of proof that the property has been incorrectly classified by clear and convincing evidence. The applicable Finance Department shall also have the right to present evidence of proof that the classification is appropriate. If the property owner presents sufficient [~~proof of lack of occupancy and/or any other~~] evidence to indicate that the parcel was inappropriately classified, the Joint Appeals Board shall provide relief to the party by a majority vote, including, but not limited to, a refund of all or a portion of the parcel fee paid during the applicable tax year. The attached Hearing Rules and Procedures are hereby adopted and incorporated herein by reference and shall be utilized by the Joint Appeals Board in relation to all appeals it considers.

SECTION 12. Following a hearing before the Joint Appeals Board, the appellant may appeal the Board's decision by filing a Notice of Appeal with the McCracken District Court within 30 days of the Final Order of the Board.

SECTION [10] 13. All real estate parcel fees shall be collected by the City of Paducah's Finance Department.

SECTION [11] 14. The real estate parcel fees collected shall be accounted for and kept separate and apart from other accounts and may only be used for the funding of emergency 911 services as permitted by state law and as more fully set forth in the Interlocal Cooperation Agreement between the City of Paducah and McCracken County.

SECTION [12] 15. The failure of any owner of real property to pay the fee as set forth in this Ordinance shall be punishable as a Class A Misdemeanor and/or by civil collection process.

SECTION [13] 16. As more fully set forth in the Interlocal Agreement for the Provision of Emergency 911 Services entered into by the City of Paducah and McCracken County, the 911 Board shall review the fee imposed by this Ordinance and by no later than April 1st of each year make a recommendation to the City of Paducah as to any adjustments to the then-effective parcel fee to ensure adequate funding of the Joint 911 services.

SECTION [14] 17. Unless otherwise determined by the Paducah Board of Commissioners, commencing April 1, [2025] 2026, and on April 1 of each successive year thereafter, all parcel fees set forth in this Article shall be automatically adjusted based on the Urban Consumer Price Index for the South Region as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the prior January. After calculation, the parcel fee shall be rounded to the nearest dollar.

SECTION [15] 18. The provisions of this Ordinance are declared to be severable. If any section, phrase or provision shall for any reason be declared invalid, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION [16] 19. This Ordinance shall be read on two separate days and become effective upon summary publication pursuant to KRS Chapter 424.

GEORGE BRAY, MAYOR

ATTEST:

Lindsay Parish, City Clerk

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

4921-4441-1779

911 PARCEL FEE APPEALS BOARD HEARING PROCEDURE

1. When a person or entity has appealed his/her/its property classification under the 911 parcel fee assessment (hereinafter “Appellant”) as set forth in the applicable City and County ordinances, and the issue cannot be resolved administratively, the 911 Parcel Fee Appeals Board (hereinafter “the Board”) shall schedule a hearing. Not less than ten (10) days before the date of the hearing, the Board shall notify Appellant of the date, time, and place of the hearing. The notice may be given by regular first-class mail; by certified mail, return receipt requested, by personal delivery; or by leaving the notice at the person’s usual place of residence with any individual residing therein who is eighteen (18) years of age or older and who is informed of the contents of the notice.

2. If an Appellant fails to appear at the hearing, a default judgment shall be issued and the 911 parcel fee assessment shall be deemed appropriate, with a Final Order issued by the Board. Notice of the Final Order shall be provided to Appellant by regular first-class mail; by certified mail, return receipt requested; by personal delivery; or by leaving the notice at the person’s usual place of residence with any individual residing therein who is eighteen (18) years of age or older and who is informed of the contents of the notice.

3. Hearings shall be conducted informally, and the Board Chair shall make determinations regarding the admissibility of evidence. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. The Board Chair shall limit evidence to that which reasonably relates to property classification only.

4. All testimony shall be taken under oath and audio or audio/video recorded. The Board Chair shall swear in witnesses prior to the giving of testimony, and all witnesses must be available for cross-examination or have their testimony stricken from the record. All witnesses must first be recognized by the Board Chair prior to speaking to ensure they have been properly sworn in before testifying.

5. The Order of Presentation shall be as follows:

ORDER OF HEARING PRESENTATION:

1. Sworn witness testimony and/or presentation of evidence by Appellant.
2. An offer to the City of Paducah or McCracken County to cross-examine Appellant’s witnesses.
3. An offer to the Board Members to question Appellant’s witnesses.
4. Upon the completion of Appellant’s sworn witness testimony and/or presentation of evidence, an offer to the City of Paducah or McCracken County to present sworn witness testimony and/or evidence.
5. An offer to the Appellant to cross-examine the City of Paducah’s or McCracken County’s witnesses.
6. An offer to the Board Members to question the City of Paducah’s or McCracken County’s witnesses.
7. Upon the completion of the City of Paducah or McCracken County’s sworn witness testimony and/or presentation of evidence, an offer to the Appellant to

- present rebuttal sworn witness testimony and/or evidence.
8. An offer to the City of Paducah or McCracken County to cross-examine Appellant's rebuttal witnesses.
 9. An offer to the Board Members to question Appellant's rebuttal witnesses.
 10. Board may deliberate in executive session.
 11. Board votes in open session.

6. If Appellant is an organization or corporation, it must be represented by counsel at its own expense, so as to avoid the unauthorized practice of law. If Appellant is an individual, Appellant may be represented by counsel, at his/her own expense.

7. The City or County shall be represented by an attorney. Each applicable governmental agency shall be responsible for its own attorney's fees. The Board may be represented by an attorney if it so chooses. The Board's legal counsel may attend the Board's deliberations in executive session. The County Attorney shall represent the Board when the Board considers City appeals. The City's Attorney shall represent the Board when the Board considers County appeals. The applicable governmental agency shall be responsible for all attorneys' fees associated with representation of the Board.

8. Once the parties have rested their respective cases, the Board shall determine whether Appellant proved by clear and convincing evidence that the property was inappropriately classified. For purposes of this hearing, an Appellant meets the burden of proof by "clear and convincing evidence" by presenting evidence substantially more persuasive than a preponderance of evidence, but not beyond a reasonable doubt. If Appellant presents sufficient evidence to indicate the property was inappropriately classified, the Board shall provide relief to Appellant by majority vote, including, but not limited to, a refund of all or a portion of the parcel fee paid during the applicable tax year.

9. If the issue presented is whether the real property is "occupiable" as that term is defined in the applicable Ordinances, the Board shall consider the following evidence in making its determination:

1. For Residential Units (including Residential Storage Structures):
 - a. Whether the building or space was designed and/or utilized for occupancy for residential purposes;
 - b. Whether the physical condition of the building or space is suitable for human occupation or the storage of chattel for residential purposes;
 - c. Whether utility connections are present, not necessarily connected or active;
 - d. Whether the building or space is currently being marketed for sale for occupancy; and
 - e. Whether the building or space can be physically accessed.
2. For Commercial Units:
 - a. Whether the building or space was designed and/or utilized for manufacture, sale, lease, or rental of goods or services to the public;
 - b. Whether the building or space is suitable for human use or storage of

- chattel;
 - c. Whether utility connections are present, not necessarily connected or active;
 - d. Whether the building or space is currently being marketed for sale for occupancy or storage for commercial purposes; and
 - e. Whether the building or space can be physically accessed.
3. For Public Use Units:
- a. Whether the building or space was designed and/or utilized for purposes of conducting the regular business of a government, a police department, or a fire department;
 - b. Whether the building or space was designed and/or utilized for religious activities and/or worship;
 - c. Whether the building or space was designed and/or utilized for the carrying out of a charitable purpose as determined by Section 51 of the Internal Revenue Code;
 - d. Whether the building or space was designed and/or utilized for the administration of education or the extracurricular activities thereof;
 - e. Whether the building or space is suitable for human use or storage of chattel;
 - f. Whether utility connections are present, not necessarily connected or active;
 - g. Whether the building or space is currently being marketed for sale for occupancy or storage for commercial purposes; and
 - h. Whether the building or space can be physically accessed.

10. Every Final Order of the Board shall be reduced to writing, which shall include the date the Order was issued and the findings and conclusions reached. If the amount of the assessment is changed or the assessment is vacated in its entirety, the Order shall direct the City or County to issue a refund to Appellant.

11. The City or County shall issue all refunds within sixty (60) days of the date of the Final Order.

Adopted by the 911 Parcel Fee Appeals Board on _____, 2026.

James R. Coltharp, Jr.
911 Parcel Fee Appeals Board Chairman

Agenda Action Form

Paducah City Commission

Meeting Date: February 24, 2026

Short Title: Approve a Telecommunications Franchise Agreement with Lumos Fiber - **M. SMOLEN & L. PARISH**

Category: Ordinance

Staff Work By: Lindsay Parish, Michelle Smolen

Presentation By: Michelle Smolen

Background Information: This action approves a non-exclusive 10-year Telecommunications Franchise Agreement with Lumos Fiber.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD Telecommunications Franchise Lumos 2026
2. Lumos Franchise Agreement

ORDINANCE 2026-____ - _____

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

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

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

WHEREAS, after publication of said advertisement, the City received a bid from Lumos Fiber of Kentucky, LLC (hereinafter "Lumos").

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

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

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

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

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

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

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

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\Telecommunications Franchise Lumos 2026

FRANCHISE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on following page]

City of Paducah

BY: _____
MAYOR

ATTEST:

CITY CLERK

Lumos Fiber of Kentucky, LLC

BY: _____

TITLE: _____

STATE OF _____)

COUNTY OF _____)

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

My commission expires: _____

NOTARY PUBLIC

Exhibit A
Bid Application and any Addendum