



**CITY COMMISSION MEETING
AGENDA FOR MARCH 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

ADDITIONS/DELETIONS

PRESENTATION Paducah-McCracken County 911 Administrative Board Budget Presentation - Jeff Parker

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 March 10, 2026, Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Appointment of Laren Ashley Gentry and Jennifer Coad to the Civic Beautification Board
	D.	Appointment of Kathleen McHaney, Kathy Musser and Jessi Fletcher to the Creative & Cultural Council.
	E.	Reappointment of Amanda Johnson to the Historical & Architectural Review Commission (HARC)
	F.	Personnel Actions
	G.	Authorize the Engineering Department to Release an Invitation to Bid for the Removal, Repair, and Replacement of Pump 3 at Pump Station #11 - G. GUEBERT
	H.	Authorize the Mayor to execute a contract with Deloitte in the amount of \$40,000 for FY26 Cybersecurity Assessment - E. STUBER

		I.	Authorize the City Manager to release an RFP for cameras to support Parks Cameras Phase 1 - E. STUBER
		J.	Authorize the City Manager to release an Invitation for Bids for electrical to support Parks Cameras Phase 1 - E. STUBER
		K.	Authorize the Application and Acceptance of a Kentucky Division of Waste Management Household Hazardous Waste Grant in the Amount of \$58,805 for Spring Clean Up Day 2027 - C. YARBER
		L.	Authorize the City Manager to Sign a Contract Amendment with TetraTech in an amount not to exceed \$15,000 for Environmental Services Associated with the Brownfield Assessment Cooperative Agreement - H. REASONS
		M.	Authorization to issue a Request for Proposals for Municipal Solid Waste Services - C. YARBER
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Authorize the Application and Acceptance of a Community Project Funding Grant through the FY2027 EPA STAG Clean Water Grant Program for the Branch Parallel Pipe Conveyance Improvement Project - G. GUEBERT
		B.	Employment Agreement with Jason Montgomery - B. LAIRD
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Amend the 911 Parcel Fee Ordinance - B. LAIRD & JEFF PARKER
		B.	Amend Code of Ordinances Section 126-3 of the Paducah Zoning Ordinance - C. GAULT
		C.	Approve the Agreement between the City of Paducah and the American Federation of State, County, and Municipal Employees (AFSCME), Local 1586 - S. WILCOX
		D.	Approve the Agreement between the City of Paducah and the Paducah Police Department Bargaining Unit - S. WILCOX
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Consensual annexation of 224 Berger Road - J. FOWLER-SOMMER
	V.	<u>DISCUSSION</u>	
		A.	Budget Discussion - A. KYLE

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

March 10, 2026

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, March 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, and Mayor Bray (4). Commissioner Wilson was not in attendance at the meeting because she was representing the City at the Waste Management Symposium (1).

INVOCATION

Commissioner Henderson led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PROCLAMATIONS

Mayor Bray presented a Proclamation to Dylan Dixon for Brain Injury Awareness Month and to Erick Mowers and Tiffany Benberry for American Red Cross Month.

PUBLIC COMMENTS:

The following offered comments regarding the Katterjohn Project to be constructed along Jefferson Street: Richard Taylor, Bill Coscarelli, Terri Buri. Jack Buri signed up to speak but declined the opportunity when called upon.

MAYOR REMARKS

Mayor Bray recognized Allen Music, a family-owned business on Kentucky Avenue for 45 years, and presented the Duke and Duchess of Paducah awards to Brandon and Nikki Allen, third-generation owners of the business.

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 February 24, 2026 Board of Commissioners Meeting
I(B)	Receive and File Documents: <i>Minute File:</i> 1. Paducah Tree Advisory Board – 2026 Annual Report <i>Contract File:</i> 1. Subrecipient Agreement between City of Paducah and Market House Theatre – MO #3174

March 10, 2026

	2. Bass Pro Shop Development Agreement between City of Paducah and Kentucky Oaks Mall Company – MO #3196 3. Roadway Performance and Warranty Surety Bond Agreement – Melody Lane - ORD 2026-02-8868 <u>Financials:</u> 1. Paducah Water Works – Month Ended January 31, 2026
I(C)	Appointment of Jennifer Cook to the Paducah-McCracken County Senior Citizens Board, to replace John Durbin, who resigned. This term shall expire June 30, 2029.
I(D)	Appointment of Paul King to the Commissioners of Water Works to replace Randy DeHart, who resigned. This term shall expire January 6, 2029.
I(E)	Appointment of Rick Cochran and reappointment of Mark Kettler to the Paducah Golf Commission. Said terms shall expire March 26, 3030.
I(F)	Personnel Actions
I(G)	A MUNICIPAL ORDER ACQUIRING THE PROPERTY LOCATED AT 729 SOUTH 13TH STREET AND REIMBURSING THE CURRENT OWNER, TEDDY BEAR ESTATES (SHELLIA KIRKENDOLL), THE SUM OF \$9729, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME (MO #3204; BK 14)
I(H)	A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 715 JONES STREET, PADUCAH, KENTUCKY, TO BE SURPLUS PROPERTY, AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT WITH TEDDY BEAR ESTATES FOR THE SALE OF SAID PROPERTY IN CONSIDERATION OF \$1.00, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, DEED, AND ALL DOCUMENTS RELATED TO SAME (MO #3205; BK 14)
I(I)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE ENGINEERING DEPARTMENT TO RELEASE A REQUEST FOR PROPOSALS FOR THE REPAIR OF A STORM PIPE AT PUMP STATION #5 (MO #3206; BK 14)
I(J)	A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE ENGINEERING DEPARTMENT TO RELEASE A REQUEST FOR PROPOSALS FOR THE DESIGN, ENGINEERING, PERMITTING, AND CONSTRUCTION ADMINISTRATION FOR THE COLEMAN ROAD SIDEWALK PROJECT (MO #3207; BK 14)
I(K)	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A KENTUCKY PRIDE FUND COMPOSTING GRANT IN THE AMOUNT OF \$502,416 FOR PURCHASE OF A TR6500TX TRACKED TROMMEL SCREEN AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO THE SAME (MO #3208; BK 14)
I(L)	A MUNICIPAL ORDER DECLARING CERTAIN POLICE VEHICLES TO BE SURPLUS PROPERTY AND APPROVING THE TRANSFER OF SURPLUS POLICE VEHICLES TO McCRACKEN COUNTY SCHOOLS IN CONSIDERATION OF \$19,000 (MO #3209; BK 14)
I(M)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE HOTEL METROPOLITAN CO-STEWARDSHIP AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE UPPER TOWN

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	HERITAGE FOUNDATION, PROVIDING FOR A ONE-TIME ADVANCE PAYMENT OF \$25,000 FOR OPERATIONAL SUPPORT OF THE HOTEL METROPOLITAN AND THE PURPLE ROOM (MO #3210; BK 14)
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Commissioner Henderson offered Motion, seconded by Commissioner Smith, that the items on the consent agenda be adopted as presented.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, and Mayor Bray (4).

MUNICIPAL ORDERS

APPROVE DEVELOPMENT AGREEMENT WITH WESTWOOD DEVELOPMENT LLC FOR PROPERTY LOCATED AT 1501 BROADWAY (KATTERJOHN PROJECT)

Commissioner Smith offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1501 BROADWAY, TO BE SURPLUS PROPERTY, AUTHORIZING THE TRANSFER OF THE PROPERTY TO WESTWOOD DEVELOPMENT LLC, IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, DEED, AND ALL DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, and Mayor Bray (4). **(MO #3211; BK 14)**

REDEMPTION/DEFEASANCE OF OUTSTANDING BONDS (2013A and 2018B)

Commissioner Thomas offered motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE PAYMENT AND DISCHARGE OF THE CITY’S GENERAL OBLIGATION BONDS, SERIES 2013A AND THE PAYMENT, DISCHARGE, AND DEFEASANCE OF THE CITY’S GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018B; AUTHORIZING THE DEPOSIT OF EXISTING GENERAL FUND REVENUES OF THE CITY IN THE SINKING FUND FOR THE SERIES 2013A BONDS SUFFICIENT, WHEN COMBINED WITH EXISTING FUNDS HELD THEREIN, TO PAY AND DISCHARGE THE SERIES 2013A BONDS ON THEIR EARLIEST PRACTICAL REDEMPTION DATE; AUTHORIZING THE DEPOSIT OF EXISTING GENERAL FUND REVENUES OF THE CITY IN AN ESCROW FUND FOR THE SERIES 2018B BONDS WITH U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS ESCROW AGENT, SUFFICIENT, WHEN COMBINED INVESTMENT EARNINGS THEREIN, TO PAY AND DISCHARGE THE SERIES 2018B BONDS THROUGH MATURITY; AUTHORIZING THE EXECUTION AND DELIVERY OF ALL ADDITIONAL DOCUMENTS OR CERTIFICATES NECESSARY TO ACHIEVE THE FOREGOING; AND TAKING RELATED ACTIONS.”

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Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, and Mayor Bray
(4). **(MO #3212; BK 14)**

ORDINANCE ADOPTION

TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH LUMOS FIBER

Commissioner Henderson offered motion, seconded by Commissioner Smith that the Board of Commissioners adopt an Ordinance entitled, “AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE FOR A TERM OF TEN (10) YEARS FOR A TELECOMMUNICATIONS SYSTEM WITHIN THE CONFINES OF THE CITY OF PADUCAH, KENTUCKY TO 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.’ This Ordinance is summarized as follows: This Ordinance accepts Lumos Fiber’s bid and grants a non-exclusive, ten-year telecommunications franchise in accordance with Chapter 108 of the Code of Ordinances, authorizing Lumos to construct, operate, and maintain telecommunications facilities within the public rights-of-way, subject to the City’s regulatory standards, fees, and oversight requirements.

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, and Mayor Bray
(4). **(ORD No. 2026-03-8871; BK 37)**

ORDINANCES INTRODUCTIONS

AMEND CODE OF ORDINANCES SECTION 126-3 – PADUCAH ZONING ORDINANCE

Commissioner Henderson offered motion, seconded by Commissioner Smith that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 126, *ZONING*, SECTION 3, *DEFINITIONS*, OF THE CODE OF ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY. This Ordinance amends Chapter 126, Zoning, Section 3, Definitions, of the Code of Ordinances of the City of Paducah to allow Medical Cannabis Dispensaries to use their logos, symbols, and branded colors on signage at their dispensary premises. Signage cannot be illuminated by neon lights, and off-premises freestanding signs are expressly prohibited. The Paducah Planning Commission had a public hearing on March 2, 2026, and forwarded a recommendation that the City Commission approve the amendment.

APPROVE AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 1586

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

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MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 1586.” This Ordinance is summarized as follows: That the Mayor is hereby authorized to execute an agreement and other associated documents between the City of Paducah and the American Federation of State, County, and Municipal Employees AFL-CIO- Local 1586. This Agreement shall be effective from July 1, 2026, to June 30, 2029.

APPROVE AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE PADUCAH POLICE DEPARTMENT BARGAINING UNIT

Commissioner Henderson offered motion, seconded by Commissioner Smith that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND OTHER ASSOCIATED DOCUMENTS BETWEEN THE CITY OF PADUCAH AND THE PADUCAH POLICE DEPARTMENT BARGAINING UNIT”. This Ordinance is summarized as follows: That the Mayor is hereby authorized to execute an agreement and other associated documents between the City of Paducah and the Paducah Police Department Bargaining Unit. This Agreement shall be effective from July 1, 2026, to June 30, 2029.

DISCUSSION

NOBLE PARK 100th ANNIVERSARY CELEBRATION

Communications Director Pam Spencer provided the following summary:

Assistant Director of Recreation Taylor Morsching provided an overview of the 100th anniversary celebration planned this year for Bob Noble Park. The Noble Park 100 initiative focuses on recognizing the park’s history, celebrating the memories created there, and inspiring continued improvements and care for the future.

The park began in 1926 when Robert H. Noble donated \$10,000 to establish the space, which was soon named Bob Noble Park. Early features included the iconic entrance “castle” and wall, a nine-hole golf course, tennis courts, a baseball field, and horseshoe pitching grounds. Over the following decades, additional attractions were added, including the Noble Park Pool in 1937, Funland amusement area in 1953 (which closed in 1988), and various facilities such as the dedication of the Wacinton statue in 1985. The park also evolved socially and physically, including desegregation in the 1950s and multiple renovations to improve amenities. From 1989 to today, the park has continued to grow with new facilities and improvements such as renovations to the pool, upgrades to Noble Park Lake, new playgrounds and sports courts, the amphitheatre, skatepark, and the Greenway Trail connection. Recent additions include the Music Garden, pickleball courts, and dog parks.

To commemorate the 100th anniversary, the city plans to plant 100 trees in 2026 to increase species diversity and complement the park’s older trees. Sponsorship opportunities will be available for individuals and organizations. A Noble Park 100 Gift Shop will offer items such as t-shirts, posters, and magnets. The Noble Park 100 four-day celebration will be held July 30

March 10, 2026

through August 2 featuring movies in the park, concerts, recreation and kids' activities, a history walk, a pop-up farmers' market, and discounted admission to the Noble Park Pool.

COMMISSIONERS' COMMENTS

- Commissioner Smith commented on the positive feedback he has received regarding the Tree Voucher Program.
- Commissioner Thomas commented that he has been getting feedback from the community regarding the need for affordable housing.

EXECUTIVE SESSION

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

- Future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(1)(b);
- Discussions of proposed or pending litigation against or on behalf of the public agency KRS 61.810(1)(c);
- Issues which might lead to the appointment, dismissal or disciplining of an employee as permitted by KRS 61.810(1)(f); and
- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g)

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, and Mayor Bray (4)

RECONVENE IN OPEN SESSION

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

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, and Mayor Bray (4).

ADJOURN

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

Adopted on call of the roll yeas, Commissioners Henderson, Smith, Thomas, and Mayor Bray (4).

March 10, 2026

MEETING ADJOURNED: 6:55 p.m.

ADOPTED: March 24, 2026

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

March 24, 2026

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. National Opioids Settlement – Six Remnant Defendants

Deed File:

Contract File:

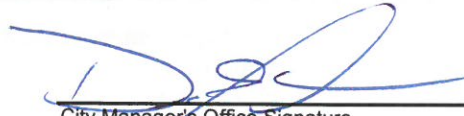
1. Application For Kentucky Product Development Initiative – IDA – Spec Building – MO #3088
2. Amendment to Contract for Lighting Repair and Replacement – Dolly McNutt Plaza – MO #3201
3. Addendum to Hotel Metropolitan Co-Stewardship Agreement - MO #3210
4. Contract For Services – Friends of the Lower Town Arts and Music Festival, Inc. – No Commission Action – signed by Daron Jordan – City Manager

Financials:

1. Audit of the Paducah Convention & Visitors Bureau – June 30, 2024

CITY OF PADUCAH
March 24, 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

3/19/2026

Date

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

NEW HIRES - FULL-TIME (F/T)

<u>FIRE - PREVENTION</u>	<u>POSITION</u>	<u>RATE</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Bell, Shawn M.	Code Enforcement Officer	\$24.04/hr	NCS	Non-Ex	April 2, 2026
<u>POLICE</u>					
Montgomery, Jason R.	Security Officer	\$28.85/hr	NCS	Non-Ex	April 2, 2026

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

<u>ADMINISTRATION</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Reasons, Hope	Projects & Grants Coordinator \$36.87/hr	Projects & Grants Coordinator \$37.98/hr	NCS	Ex	February 5, 2026
<u>FIRE - PREVENTION</u>					
Fugate, Leslie L.	Chief Building Inspector \$45.20/hr	Chief Building Inspector \$46.56/hr	NCS	Non-Ex	January 8, 2026
<u>FIRE - SUPPRESSION</u>					
Potter, Nathaniel J.	Firefighter Appointee \$16.26/hr	Firefighter \$16.26/hr	NCS	Non-Ex	April 2, 2026
<u>POLICE</u>					
Laird, Brian G.	Police Chief \$75.91/hr	Police Chief \$78.19/hr	NCS	Ex	March 19, 2026
<u>TECHNOLOGY</u>					
Wells, Kaitlyn R.	Systems Administrator \$33.34/hr	Systems Administrator \$36.67/hr	NCS	Ex	March 19, 2026

TERMINATIONS - FULL-TIME (F/T)

<u>FIRE - PREVENTION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Lykins, Christopher J.	Code Enforcement Officer	Resignation	March 13, 2026
<u>FIRE - SUPPRESSION</u>			
King, Cary A.	Fire Captain	Resignation	March 11, 2026
<u>PUBLIC WORKS</u>			
Bozone, Matthew	Solid Waste Truck Driver	Resignation	March 27, 2026

Agenda Action Form

Paducah City Commission

Meeting Date: March 24, 2026

Short Title: Authorize the Engineering Department to Release an Invitation to Bid for the Removal, Repair, and Replacement of Pump 3 at Pump Station #11 - **G. GUEBERT**

Category: Municipal Order

Staff Work By: Keith Riley,
Melanie Townsend
Presentation By: Greg Guebert

Background Information: On July 25, 2017, the City of Paducah entered into a Project Partnership Agreement (PPA) with the Department of the Army for the Ohio River Shoreline, Paducah, Kentucky Reconstruction Project (Project). As part of the Project, Pump Station #11 was rehabilitated during Phase 1, which included Pump Plants #7 and #11.

Rehabilitation of Pump Station #11 occurred from 2020 to 2022. Due to contract sequencing and division, pump commissioning occurred after the warranty period for the pumps had expired. In March 2025, during the commissioning of Pump Station #11, pump #3 came unscrewed. Pump #3 needs to be removed to determine where, within the five (5) sections, the pump shaft has disconnected. The Department of the Army determined that the City was liable for the repair of the pump.

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: Floodwall Cash Match

Account Number: FW0016

Staff Recommendation: Authorize the Engineering Department to release an Invitation to Bid for the removal, repair, and replacement of pump #3 in Pump Station #11.

Attachments:

1. MO Invitation to Bid – Remove, Repair and Replace Pump 3 – Pump Station #11

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE ENGINEERING DEPARTMENT TO RELEASE AN INVITATION TO BID FOR THE REMOVAL, REPAIR, AND REPLACEMENT OF PUMP #3 AT PUMP STATION #11

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Engineering Department is hereby authorized and directed to release an Invitation to Bid for the removal, repair, and replacement of Pump #3 at Pump Station #11.

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, March 24, 2026
Recorded by Lindsay Parish, City Clerk, March 24, 2026
MO\Invitation to Bid – Remove, Repair and Replace Pump 3 – Pump Station #11

Agenda Action Form

Paducah City Commission

Meeting Date: March 24, 2026

Short Title: Authorize the Mayor to execute a contract with Deloitte in the amount of \$40,000 for FY26 Cybersecurity Assessment - **E. STUBER**

Category: Municipal Order

Staff Work By: Kaitlyn Wells, Eric Stuber, Stefanie Wilcox,
Stephanie Millay, Laura Cowles
Presentation By: Eric Stuber

Background Information: The City conducted its first cybersecurity assessment last fiscal year with the intent of having a third party assessment each year. Annual assessments are essential to identify new, evolving vulnerabilities in systems, ensure compliance with regulatory standards and help prevent cybersecurity attacks.

The Commission authorized the release of an RFP for a cybersecurity assessment for this fiscal year at the Jan 27th commission meeting.

The RFP was published on Feb 2nd. A pre-bid meeting was held at City Hall on Feb 16th at which 12 vendors attended.

We received 7 RFPs that were opened on Feb 23rd.

A committee consisting of myself, Kaitlyn Wells, Stefanie Wilcox, Stephanie Millay, and Laura Cowles meet on Mar 6th to review each proposal and grade them in 4 categories: Specialized experience or technical expertise of the bidder, Past record of performance on similar contract(s) with other clients, including quality of work, timeliness, and cost control., Quality of services to be provided, and Value and Price of services performed.

Based on this review, the committee chose Deloitte as the most qualified bidder.

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

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

Communications Plan:

Funds Available: Account Name: Technology Other Contractual Service

Account Number: 1000-05-0501-GG-00000-00000-523070-

Staff Recommendation: Authorize the Mayor to execute a contract with Deloitte in the amount of \$40,000 for FY26 Cybersecurity Assessment

Attachments:

1. MO contract-Deloitte – FY26 Cybersecurity Assessment
2. FY26_Cyber_Assessment_Bid_Tab_Calc
3. FY26 Cyber Risk Assessment Vulnerability Scan_City of Paducah_2026-03-20

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DELOITTE IN THE AMOUNT OF \$40,000 FOR FY26 CYBERSECURITY ASSESSMENT

WHEREAS, the City conducted its first cybersecurity assessment last fiscal year with the intent of having a third-party assessment each year; and

WHEREAS, annual assessments are essential to identify new, evolving vulnerabilities in systems, ensure compliance with regulatory standards, and help prevent cybersecurity attacks; and

WHEREAS, the Commission authorized the release of an RFP for a cybersecurity assessment for this fiscal year by Municipal Order 3186, on January 27, 2026; and

WHEREAS, the RFP was published on February 2, 2026, a pre-bid meeting was held on February 16, 2026, with twelve vendors in attendance, and seven RFPs were opened on February 23, 2026; and

WHEREAS, Deloitte was chosen as the lowest evaluated bid.

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

SECTION 1. That the Mayor is hereby authorized to execute a contract with Deloitte in the amount of \$40,000 for a FY26 cybersecurity assessment.

SECTION 2. This expenditure shall be paid from the Technology Other Contractual Services Account Number 1000-05-0501-GG-00000-00000-523070

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, March 24, 2026
Recorded by Lindsay Parish, City Clerk, March 24, 2026
MO\contract-Deloitte – FY26 Cybersecurity Assessment

Agenda Action Form

Paducah City Commission

Meeting Date: March 24, 2026

Short Title: Authorize the City Manager to release an RFP for cameras to support Parks Cameras Phase 1 - **E. STUBER**

Category: Municipal Order

Staff Work By: Kaitlyn Wells, Brian Laird, Amie Clark,
Eric Stuber, Audra Kyle
Presentation By: Eric Stuber

Background Information: There are 27 parks in Paducah city limits; many with large assets (pools, spray pads, playgrounds) which provide amenities for citizens to enjoy. In order to deter crime (such as vandalism, theft, and drug activity), enhance visitor safety, and provide evidence for investigations, the City would like to consider adding cameras to the majority of our Parks over a multi-year project.

Some of the parks already have functioning cameras in them, some with cameras out of support, and many without cameras.

Our focus for phase 1 of the project will be Noble Park (skatepark, baseball/softball fields, basketball courts, pool, tennis/pickleball courts, and largest playground), Rotary Health Park, and Robert Coleman Park.

In order to ensure the success of this project and maximize our budget, we would like to request proposals from qualified firms to complete this phase of the project.

This RFP will focus on the cameras, software/hardware licensing, and installation of cameras.

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 City Manager to release an RFP for cameras to support Parks Cameras Phase 1

Attachments:

1. MO RFP – cameras – Parks Phase 1

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO
RELEASE A REQUEST FOR PROPOSALS FOR CAMERAS TO SUPPORT PARKS
CAMERAS PHASE 1

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City Manager is hereby authorized and directed to
release a Request for Proposals for cameras, software/hardware licensing, and installation of
cameras to support Parks Cameras Phase 1, to include Noble Park, Rotary Health Park, and
Robert Coleman Park.

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, March 24, 2026
Recorded by Lindsay Parish, City Clerk, March 24, 2026
MO\RFP – cameras – Parks Phase 1

Agenda Action Form

Paducah City Commission

Meeting Date: March 24, 2026

Short Title: Authorize the City Manager to release an Invitation for Bids for electrical to support Parks Cameras Phase 1 - **E. STUBER**

Category: Municipal Order

Staff Work By: Kaitlyn Wells, Brian Laird, Amie Clark, Audra Herndon
Presentation By: Eric Stuber

Background Information: There are 27 parks in Paducah city limits; many with large assets (pools, spray pads, playgrounds) which provide amenities for citizens to enjoy. In order to deter crime (such as vandalism, theft, and drug activity), enhance visitor safety, and provide evidence for investigations, the City would like to consider adding cameras to the majority of our Parks over a multi-year project.

Some of the parks already have functioning cameras in them, some with cameras out of support, and many without cameras.

Our focus for phase 1 of the project will be Noble Park (skatepark, baseball/softball fields, basketball courts, pool, tennis/pickleball courts, and largest playground), Rotary Health Park, and Robert Coleman Park.

In order to ensure the success of this project and maximize our budget, we would like to request proposals from qualified firms to complete this phase of the project.

This RFP will focus on electrical service, installation, and boring to provide power to the cameras.

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 City Manager to release an RFP for electrical to support Parks Cameras Phase 1

Attachments:

1. MO IFB – electrical – Parks Phase 1

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO
RELEASE AN INVITATION FOR BIDS FOR ELECTRICAL TO SUPPORT PARKS
CAMERAS PHASE 1

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City Manager is hereby authorized and directed to
release an Invitation for Bids for electrical service, installation, and boring to provide power
to cameras located in Noble Park, Rotary Health Park, and Robert Coleman Park.

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, March 24, 2026
Recorded by Lindsay Parish, City Clerk, March 24, 2026
MO\FB – electrical – Parks Phase 1

Agenda Action Form

Paducah City Commission

Meeting Date: March 24, 2026

Short Title: Authorize the Application and Acceptance of a Kentucky Division of Waste Management Household Hazardous Waste Grant in the Amount of \$58,805 for Spring Clean Up Day 2027 - **C. YARBER**

Category: Municipal Order

Staff Work By: Latrisha
Pryor, Chris Yarber
Presentation By: Chris
Yarber

Background Information: The Kentucky Division of Waste Management, through the Household Hazardous Waste Award Program, funds cities across the commonwealth for annual clean-up days. This grant award program provides a partial reimbursement for the expenses incurred by the city for the disposal of hazardous waste and advertising/education of Spring Clean-up Day. For nearly 30 years, this project has been a collaborative effort between the McCracken County Fiscal Court and the City of Paducah. The Public Works Department desires to submit an application for the 2026-2027 Kentucky Division of Waste Management Household Hazardous Waste Award Program. This grant requires a 25% cash or in-kind match. The City will act as the Lead Agency/Fiscal Agent and seeks an award of \$58,805, which will be combined with the required local cash match of \$19,601.51 for a project totaling \$78,406. Local cash match will be divided equally between the city and the county. This Municipal Order will also approve the required Interlocal Agreement with McCracken County Fiscal Court for this grant. As in previous years, the City's share of the local cash match will be paid through 50002209 – 520040.

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: 50002209 – 520040.

Staff Recommendation: Authorize the application and acceptance of the Household Hazardous Waste Grant and for the Mayor to sign all documentation related to same.

Attachments:

1. App & accept Household Hazardous Waste 2026-2027

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR AND ACCEPTANCE OF A 2026-2027 KENTUCKY HOUSEHOLD HAZARDOUS WASTE GRANT THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT IN AN AMOUNT OF \$58,805, TO ASSIST IN FUNDING THE CITY/COUNTY ANNUAL SPRING CLEAN UP DAY, AND AUTHORIZING THE MAYOR TO EXECUTE ALL GRANT DOCUMENTS AND AN INTERLOCAL AGREEMENT WITH McCRACKEN COUNTY FOR SAID GRANT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the submission of a joint application with the McCracken County Fiscal Court for a Kentucky Household Hazardous Waste Grant through the Kentucky Division of Waste Management in the amount of \$58,805 to assist in funding the City/County Annual Spring Clean Up Day.

SECTION 2. That the City of Paducah hereby accepts the 2026-2027 Kentucky Household Hazardous Waste Grant through the Kentucky Division of Waste Management in the amount of \$58,805, to assist in funding the City/County Annual Spring Clean-up Day. A 25% cash or in-kind match is required. The total project cost is \$78,406.

SECTION 3. The City of Paducah and the McCracken County Fiscal Court hereby agree that the City shall act as the lead government agency in meeting all grant requirements, including the local cash match of \$19,601.51, which will be divided equally between the City and the McCracken County Fiscal Court. The Mayor is hereby authorized to enter into an Interlocal Agreement with McCracken County for match funding and administration of said grant.

SECTION 4. The City's match of \$9800.76, will be funded through the Public Works account number 5000 2209 520040. Funding for the local cash match will be subject to approval of appropriation in the Public Works FY2027 budget.

SECTION 5. That the Mayor is hereby authorized to execute the Grant Agreement, Interlocal Agreement and all related documents with the Kentucky Division of Waste Management.

SECTION 6. 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, March 24, 2026
Recorded by Lindsay Parish, City Clerk, March 24, 2026
MO\grants\App & accept Household Hazardous Waste 2026-2027

Agenda Action Form

Paducah City Commission

Meeting Date: March 24, 2026

Short Title: Authorize the City Manager to Sign a Contract Amendment with TetraTech in an amount not to exceed \$15,000 for Environmental Services Associated with the Brownfield Assessment Cooperative Agreement - **H. REASONS**

Category: Municipal Order

Staff Work
By: Hope
Reasons
Presentation
By: Hope
Reasons

Background Information: On May 24, 2022, the Paducah Board of Commissioners approved the acceptance of an EPA Brownfield Assessment Grant in the amount of \$500,000. This was completed with MO2578. On February 20, 2023, after a competitive bid process, the City of Paducah signed a contract with TetraTech in the amount of \$440,000 to carry out the environmental components of this project. As we approach the end of the third year of the grant, the original contracted funds with TetraTech have been expended, and we are requesting a contract amendment to increase their budget by an amount not to exceed \$15,000. These funds will be used for additional Phase 1 assessments.

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 City Manager to sign the contract amendment with TetraTech and any other documents related to same.

Attachments:

1. MO Contract Amendment 2 - Tetra Tech – EPA Brownfields Grant
2. Tetra Tech Amendment Request_03232026

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND APPROVING CONTRACT AMENDMENT NO. 2 BETWEEN THE CITY OF PADUCAH AND TETRA TECH IN AN AMOUNT NOT TO EXCEED \$15,000 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, on May 24, 2022, the Board of Commissioners approved the acceptance of a \$500,000 Brownfields Assessment Grant by Municipal Order 2578; and

WHEREAS, the Cooperative Agreement with the EPA was signed in August 2022; and

WHEREAS, a Request for Qualifications for an environmental consulting firm was released on October 2022, and three proposals were submitted; and

WHEREAS, on February 20, 2023, by Municipal Order 2699, the City entered into a Contract with TetraTech in the amount of \$440,000 to carry out the environmental components of this project; and

WHEREAS, on August 12, 2025, by Municipal Order 3185, the City approved Contract Amendment No. 1 in the amount of \$36,300; and

WHEREAS, as we approach the end of the third year, the original contracted funds with TetraTech have been expended; and

WHEREAS, the City of Paducah now desires to enter into Amendment No. 2 of the agreement with Tetra Tech in an amount not to exceed \$15,000, to be used for additional Phase 1 Assessments.

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

SECTION 1. The City hereby authorizes and approves Contract Amendment No. 2 between the City of Paducah and Tetra Tech in an amount not to exceed \$15,000 to be used for additional Phase 1 Assessments and authorizes the Mayor to execute the Agreement and all documents related to same.

SECTION 2. The expenditure shall be charged to Project Account No. MR0091.

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, March 24, 2026

Recorded by Lindsay Parish, City Clerk, March 24, 2026

\\MO\Contract Amendment 2 - Tetra Tech – EPA Brownfields Grant



March 23, 2025

Hope Reasons
Projects and Grants Coordinator
City of Paducah
270-444-8509 Internal Ext. 3253

**Subject: Amendment Request
Brownfield Assessment Grant**

Ms. Reasons,

Tetra Tech appreciates the opportunity to present this Scope of Work to provide additional environmental services associated with the current Brownfield Assessment Grant referenced above.

The **SCOPE OF WORK** that will be performed by Tetra Tech:

Phase I Environmental Site Assessment (ESA): Conduct one Phase I ESA for a location to be determined.

Tetra Tech PROPOSED FEE:

Phase I ESA
Tetra Tech Total Estimated Fee

Estimated Cost

Up to \$15,000
Up to \$15,000

We appreciate this opportunity to continue working with you and your staff.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sherry Weedman'.

Sherry Weedman
Program Manager

Accepted By:

Signature: _____ Date: _____

Printed Name and Title: _____

Agenda Action Form

Paducah City Commission

Meeting Date: March 24, 2026

Short Title: Authorization to issue a Request for Proposals for Municipal Solid Waste Services - C.
YARBER

Category: Municipal Order

Staff Work By: Chris Yarber, Marcey
Simmons
Presentation By: Chris Yarber

Background Information:

The Solid Waste Division is currently under contract with GFL Environmental for the transportation of waste and recyclables to the appropriate disposal facilities and end markets. The initial term of this agreement is ten (10) years and will expire on September 26, 2026.

To ensure continuity of service and allow sufficient time for evaluation and procurement, I respectfully request authorization to issue a Request for Proposals (RFP) for the transfer and disposal of municipal solid waste 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: Solid Waste Landfill accounts

Account Number: Various

Staff Recommendation: Authorize Public Works to proceed with RFP for Waste Transfer and Disposal Services

Attachments:

1. MO RFP – Municipal Solid Waste Services

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE SOLID WASTE
DIVISION OF THE PUBLIC WORKS DEPARTMENT TO RELEASE A REQUEST FOR
PROPOSALS FOR MUNICIPAL SOLID WASTE SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Solid Waste Division of the Public Works Department
is hereby authorized and directed to release a Request For Proposals for the transfer and
disposal of municipal solid waste services.

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, March 24, 2026
Recorded by Lindsay Parish, City Clerk, March 24, 2026
MO\RFP – Municipal Solid Waste Services

Agenda Action Form

Paducah City Commission

Meeting Date: March 24, 2026

Short Title: Authorize the Application and Acceptance of a Community Project Funding Grant through the FY2027 EPA STAG Clean Water Grant Program for the Branch Parallel Pipe Conveyance Improvement Project - **G. GUEBERT**

Category: Municipal Order

Staff Work By: Michelle Smolen,
Melanie Townsend
Presentation By: Greg Guebert

Background Information: Community Project Funding (CPF) grants support a variety of projects that address critical community needs. The City is requesting \$1,760,000 from CPF funds for the Branch Parallel Pipe Conveyance project, as identified in the 2018 Comprehensive Stormwater Master Plan. The grant program provides 80% of the necessary funds. The City provides a 20% match of \$440,000. For a total project cost of \$2,200,000.

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:
Account Number:

Staff Recommendation: Authorize the application and acceptance of the EPA STAG grant and authorize the Mayor to sign all documentation related to same.

Attachments:

1. MO app & award – Community Project Funding Grant – Branch Parallel Pipe Conveyance FY2027

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A COMMUNITY PROJECT FUNDING GRANT THROUGH THE FY2027 EPA STAG CLEAN WATER GRANT PROGRAM FOR THE BRANCH PARALLEL PIPE CONVEYANCE IMPROVEMENT PROJECT IN THE AMOUNT OF \$1,760,000 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 \$1,760,000 for a Community Project Funding Grant through the FY2027 EPA STAG Clean Water Grant Program. These grant funds will support the Branch Parallel Pipe Conveyance Improvement Project as identified in the 2018 Comprehensive Stormwater Master Plan. The required match is \$440,000, for a total project cost of \$2,200,000.

SECTION 2. That the City of Paducah hereby accepts the Community Project Funding Grant through the FY2027 EPA STAG Clean Water Grant Program and authorizes the Mayor to execute all documents related to the same.

SECTION 3. The matching grant funds totaling \$440,000 will be budgeted for a future fiscal year, subject to City Commission approval.

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, March 24, 2026
Recorded by Lindsay Parish, City Clerk, March 24, 2026
mo\grants\app & award – Community Project Funding Grant – Branch Parallel Pipe Conveyance FY2027

Agenda Action Form

Paducah City Commission

Meeting Date: March 24, 2026

Short Title: Employment Agreement with Jason Montgomery - **B. LAIRD**

Category: Municipal Order

Staff Work By: Brian Laird,
Stefanie Wilcox
Presentation By: Brian
Laird

Background Information: Jason Montgomery worked as a police officer for the Paducah Police Department from 2001-2020. He retired in good standing and is eligible for rehire. Kentucky Revised Statutes allow for the re-hire of retired police officers and the Kentucky Retirement System requires an annual contract for retired police officers to return to work. Upon re-hire under a contract, the City is not required to pay into the pension system for the employee and does not pay for health insurance. Montgomery is being hired to serve as a security police officer at City Hall.

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the agreement

Attachments:

1. MO agree-employment – Jason Montgomery – PD
2. 03 18 2026 J Montgomery Signed Agreement

MUNICIPAL ORDER NO. _____

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

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, Clerk

Adopted by the Board of Commissioners, March 24, 2026
Recorded by Lindsay Parish, Clerk, March 24, 2026
\\mo\agree-employment – Jason Montgomery – PD

Agenda Action Form

Paducah City Commission

Meeting Date: March 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 [40] 13. All real estate parcel fees shall be collected by the City of Paducah's Finance Department.

SECTION [44] 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 [42] 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 [43] 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 [44] 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: March 24, 2026

Short Title: Amend Code of Ordinances Section 126-3 of the Paducah Zoning Ordinance - **C. GAULT**

Category: Ordinance

Staff Work By: Carol Gault, Josh
Sommer, Wes Banks
Presentation By: Carol Gault

Background Information: The Paducah Planning Commission has forwarded a favorable recommendation to the Board of Commissioners to change Section 126-3 Definitions of the City of Paducah Zoning Ordinance. The revision would allow medical cannabis facilities to utilize branded logos and colors. The new medical cannabis facility at 435 Jordan Drive, NatureMed, has locations in Missouri and Arizona as well as Kentucky. They would like to have standardized signage across all their locations. The text amendment would allow branded colors and logos, but still not allow any depictions of cannabis or cannabis products. No neon lighting would be permitted.

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 126-3 Medicinal Cannabis Signs

ORDINANCE 2026-____ - _____

**AN ORDINANCE AMENDING CHAPTER 126, *ZONING*, SECTION 3, *DEFINITIONS*,
OF THE CODE OF ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY**

WHEREAS, the Paducah Planning Commission held a public hearing on March 2, 2026 after advertisement pursuant to law; and

WHEREAS, the Planning Commission adopted a Resolution recommending an amendment to Section 126-3 of the Paducah Zoning Code; and

WHEREAS, the City Commission now desires to accept the recommendation of the Paducah Planning Commission by amending the Code of Ordinances of the City of Paducah.

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

SECTION 1. That the Code of Ordinances of the City of Paducah, Kentucky, is hereby amended as follows:

SECTION 126-3 Definitions.

Medical cannabis dispensary means an entity licensed by the Commonwealth of Kentucky to perform retail sales of medical cannabis to registered qualified patients or visiting qualified patients. All medical cannabis dispensaries must meet ~~[all of]~~ the following conditions:

- (1) Shall not be located within one thousand (1,000) feet of existing elementary schools, secondary schools or daycares;
- (2) Shall not be located within one (1) mile of another medical cannabis dispensary as measured from the nearest property line;
- (3) Shall not be located next to any residential structure or mixed-use structure with a residential component.
- (4) Exterior signage may only, at most, include text that is the licensee's ~~[(1) business or trade name; (2) location and contact information and (3) business type]~~ business or trade name, location & contact information, business type, logo, symbol or branded colors. Exterior signage cannot include ~~[a licensee's logo, symbol, branded colors or]~~ any images~~[, including; but not limited to,]~~ depicting cannabis/cannabis products, ~~[or]~~ the imagery or action of smoking/vaping, and cannot be illuminated by neon lights. Exterior signs also cannot include mottos, selling messages or any other non-essential text. ~~[Exterior signs must be on the same parcel as the store and may be freestanding or wall signs.]~~ Off-premise freestanding signs are expressly prohibited for dispensaries. ~~[Exterior signage cannot be larger than necessary to reasonably display the information to individuals within or near the licensed premises and cannot be illuminated by neon lights.]~~

SECTION 2. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such

section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced to the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

ORD\PLAN\Medicinal Cannabis Signs

Agenda Action Form

Paducah City Commission

Meeting Date: March 24, 2026

Short Title: Approve the Agreement between the City of Paducah and the American Federation of State, County, and Municipal Employees (AFSCME), Local 1586 - **S. WILCOX**

Category: Ordinance

Staff Work By: Stefanie Wilcox, Amie Clark, Chris Yarber, Greg Guebert

Presentation By: Stefanie Wilcox

Background Information: In January 2026, the City entered into negotiations with AFSCME. The following contract changes were a result of those negotiations:

Section 3. – Grievance and Mediation

The Kentucky Labor Cabinet has been removed as a mediator option because they no longer provide that service.

Section 5. B. – Vacation

The vacation language has been changed to state they will follow the Personnel Ordinance, which mirrors their current language. This will enable them to receive any changes non-union employees may receive.

Section 7. – Holidays

Veterans Day has been added, along with clarifying the Personal Day request procedures.

Section 11. – Safety Shoes and Clothing

The boot allowance has been increased from \$300 per year to \$350 per year. Language was added to state that uniforms will be replaced according to vendor agreements, and all other gear not mentioned will be replaced as needed.

Section 15. – Labor / Management Meetings

Required meetings have been reduced from once per quarter to twice per year.

Section 26. B. – Wage and Benefits

AFSCME positions will receive the following base pay increases; a 7% increase, July 1, 2026, a 2% increase on July 1, 2027, and a 2% increase, July 1, 2028, respectively.

Cost of Living Adjustments will follow the Department for Local Government maximum allowable annual compensation for mayors of cities other than first-class cities. This will be recommended by the City Manager for the Board of Commissioners' approval each year.

Section 28. Duration

The dates in this section have been updated as well as removing language regarding a final offer from the City if negotiations are at impasse.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the recommended contract changes for the AFSCME Agreement effective July 1, 2026.

Attachments:

1. ORD contract AFSCME 2026-2029
2. AFSCME Contract 2026 - 2029 FINAL
3. AFSCME Contract 2026 - 2029 REDLINED

ORDINANCE NO. 2026-____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 1586

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute an agreement and other associated documents between the City of Paducah and the American Federation of State, County and Municipal Employees AFL-CIO, Local 1586.

SECTION 2. This Agreement shall be effective from July 1, 2026, to June 30, 2029.

SECTION 3. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, March 10, 2026

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published in *The Paducah Sun*, _____

\\ord\pw\contract-AFSCME Local 1586 2026-2029

AGREEMENT

BETWEEN

THE CITY OF PADUCAH

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES**

AFL-CIO, LOCAL 1586

JULY 1, 2026 – JUNE 30, 2029

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CONTRACT

THIS AGREEMENT made and entered into this 1st day of July 2026, by and between the CITY OF PADUCAH hereinafter referred to as the "City" and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL CIO, LOCAL 1586, hereinafter referred to as the "Union".

PREAMBLE

It is the intent of the parties that this contract constitutes a complete agreement between the parties hereto, and that it shall remain in effect except as hereinafter amended, altered or modified, and that no additions, waivers, deletions, changes or amendments shall be made during the term of this contract except by written agreement of the parties.

It is understood that no incident by the City or Union, which occurred prior to the date of this contract, shall be the subject of complaint under any of the procedures provided in this contract.

1. UNION SECURITY

A. RECOGNITION

1. The City agrees to recognize the Union as the exclusive bargaining agent for the purpose of collective bargaining in the settlement of disputes which may arise concerning wage rates, working conditions, hours of employment, dismissal, discrimination or other conditions of employment.
2. The City and the Union do hereby agree that the unit appropriate for such bargaining purposes shall consist of permanent full time, non-supervisory employees within a combination of the following (meeting one criteria in each category): Departments, Divisions and Classifications. Departments, Engineering-Public Works and Parks Services; Divisions, Parks Maintenance, Maintenance, Solid Waste, Floodwall, and Street; Classifications, Compost Equipment Operator, Concrete Finisher, Equipment Operator, Laborer, Maintenance Technician, Right of Way Maintenance Person, Traffic Technician, Truck Driver and Floodwall Operator. All other City employees shall be excluded from the bargaining unit.
3. The City agrees not to discriminate against any employee because of Union membership or lawful Union activity, and the Union agrees not to solicit for membership, collect Union funds, or engage in other Union activity on City time unless specifically provided for in this agreement.

B. MEMBERSHIP DUES DEDUCTION

1. The Employer and the Union agree that membership in the Union is available to all employees occupying bargaining unit positions after serving their probationary period. In addition the Union and the City agree to conform to prevailing State of Kentucky Law with respect to the exercise of Right to Work practices for Membership Dues Deduction.
2. The Employer agrees to deduct Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon receipt of a written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer's Finance Director by the employee or the Union Treasurer. Upon receipt of the authorization, the employer will withhold the sum as certified by the Union as its uniform dues from the employee's pay in the pay period in the month following receipt of the authorization. The sum of all dues collected shall be remitted to the Union treasurer within ten (10) days of the deduction.
3. Dues check off authorizations shall be honored for the term of this Agreement, except that any employee may revoke his authorization during the month of December of each year of the agreement. There shall be no other revocation period. The revocation shall be in writing to the City and the Union.
4. The Employer assumes no obligation of any kind arising out of its deduction of dues. The Union shall indemnify and save the Employer harmless from any claim, action or proceeding brought by any person against it as a result of its dues deduction. Once dues are remitted to the Union, their disposition thereafter shall be its sole obligation and responsibility.
5. The Employer shall be relieved from making dues deductions when an employee terminates his employment, transfers to a position outside the bargaining unit covered by this Agreement is laid off from work, revokes his authorization pursuant to the terms of this Agreement, is on unpaid leave of absence or for any reason fails to earn sufficient wages to make all legally required deductions such as taxes, FICA, etc., in addition to the deduction of Union dues.
6. No employee shall be required to join the Union, but membership in the Union shall be available to all employees who apply, consistent with the Union's Constitution and By-Laws.

2. DISCIPLINE

- A. At any disciplinary proceeding, an employee shall be entitled to representation by the Steward or other selected employee Union Representative when the Steward is not available. Under no circumstances shall any action cease due to the unavailability of a Union Representative. A disciplinary action proceeding shall be distinguished from an investigative fact gathering meeting.
- B. It is agreed that disciplinary action shall not be imposed upon an employee except for just cause.
- C. Any proposed disciplinary action involving discharge, suspension, or reduction in grade or pay (NON CIVIL SERVICE ONLY), shall be subject to the grievance procedure.

D. Although harsh disciplinary action may be imposed for severe infractions, in most cases the City shall adhere to the principle of progressive discipline. This disciplinary action shall include:

- i. Verbal Warning
- ii. Written Reprimand
- iii. Suspension
- iv. Termination

E. Any discipline to be imposed shall be initiated as soon as reasonably possible, but no later than five (5) working days following the completion of the incident investigation recommended by the Department Director. The investigation is to be completed within 15 days of the Director's knowledge where it is practical. Records of disciplinary action shall be a permanent part of an employee's personnel record; however, verbal and written warning will not be considered after 30 months unless a repeated pattern of unacceptable behavior is demonstrated by the employee. This will not place an employee into a double jeopardy situation for disciplinary action, but does allow the City to begin the progressive disciplinary process at the appropriate level.

3. GRIEVANCE AND MEDIATION PROCEDURE

A. Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement shall be settled in the following manner:

1. STEP ONE: The Union Steward, with or without the employee, shall present the grievance to the employee's immediate supervisor (in certain cases it may be appropriate to advance in the chain of command to file a grievance) within five (5) working days of its occurrence or within five (5) working days of knowledge of the occurrence by the employee. The grievance must state the contract provision(s) violated, the relief sought, the facts supporting the grievance, and must be signed by the aggrieved employee. The supervisor shall then attempt to adjust the matter and shall respond to the Steward or the employee; whichever has presented the grievance, within five (5) working days. The Union Steward will be allowed a reasonable length of time to discuss adjustment of the grievance with the appropriate supervisor.

2. STEP TWO: If the grievance has not been settled, it shall be presented in writing by the Union steward, OR the employee to the department head within five (5) working days after the supervisor's response is due. The department head shall respond in writing to the party presenting the grievance within ten (10) working days.

3. STEP THREE: If the grievance remains unadjusted, it may then be presented by the Union Steward, OR employee to the City Manager in writing within three (3) working days after the response of the department head is due. The City Manager shall respond in writing to the party presenting the grievance within fifteen (15) working days.

4. STEP FOUR: Mediation If the grievance is not resolved at STEP 3, and the employee and the Union desire to proceed with the grievance then the employee and the Union may request mediation by a mutually agreed upon mediator. The mediator shall have five (5) working days to set a date for the

mediation hearing within thirty (30) days. The mediator shall attempt to mediate the dispute at the hearing. Should the mediator fail to resolve the dispute, then either party may request a written advisory opinion from the mediator. The mediator shall be without power or authority to alter, amend or modify any of the terms of this Agreement. The decision of the mediator shall be submitted in writing within a reasonable time, but not later than thirty (30) days after the date of the hearing. The parties expressly agree that the City and the Union both have the right to accept or reject the mediator's decision.

5. STEP FIVE: If the grievance remains unadjusted, it may then be presented by the Union Steward, OR the employee to the Board of Commissioners in writing within three (3) working days after the response of the mediator is due. The statement of the grievance shall be filed with the City Clerk not later than 4:30 p.m. on the last day permitted for the filing of the grievance at this step. The written statement of appeal of the grievance shall set forth all the reasons and grounds for the grievance and the appeal to the Board together with a statement of the relief sought. A copy of all previous written documents involved in the action including any advisory opinion of the mediator shall be attached to the grievance and made a part thereof. The grievance will be placed on the Commission agenda within three weeks after it is presented. A vote of three Commissioners will be required to deny the grievance.

B. If the Union fails to respond within the time limits stated in any step of the grievance procedure, the grievance shall be considered to be unsatisfactorily settled with the City's last stated position, unless the time limits are extended by mutual agreement of the City and the Union. Failure by the City to answer a grievance within the time period prescribed in Steps 1 through 3 shall constitute a denial of the grievance unless the time limits are extended by mutual agreement of the City and the Union.

C. Up to three employees (Union President, Steward and Grievant) may be reimbursed for as much as 30 minutes each at Step 1 through Step 3 of the Grievance Procedure.

D. Expenses for the mediator's services in the proceedings shall be borne equally by the City and the Union or employee, provided, however, that each party shall be responsible for compensating his/her own representatives and witnesses. If either party desires a transcript of the proceedings, it may cause such a record to be made, but shall bear the cost, unless the transcript is taken by mutual agreement. Each party shall be responsible for providing his/her own copy. In the event the mediator requires a verbatim record of the proceedings, the original transcript shall be borne equally by both parties.

E. The Union reserves the right to settle a grievance at any step.

4. PLEDGE AGAINST DISCRIMINATION AND COERCION

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the agreement.

B. The City agrees not to interfere with the rights of an employee to become a member of the Union, and there shall be no discrimination, interference, restraint or coercion by the City or any of its supervisors and agents against any employee because of union membership or because of any activity in an official capacity on behalf of the Union.

C. The Union recognizes its responsibilities herein and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

5. VACATION

A. No vacation leave shall be credited to any employee until such time as he has worked for the City for six (6) consecutive months, after which time vacation leave shall be credited from the date of employment.

B. All employees of the Union shall receive vacation time according to policy set by the Personnel Ordinance.

D. Each Division Supervisor shall prepare a schedule of vacation for the entire year indicating how many employees may be gone from work within the department at any one time, and request for vacations shall be applied for on a basis of seniority during the period from January 1 through March 31. Accrued time not originally applied for may be taken with the approval of the immediate supervisor at any time. Employees shall submit requests for vacation leave by March 15th of each year. Management will provide written responses to each request by March 31st of each year.

E. The number vacation days credited to each employee shall be printed on employee pay stubs.

6. SICK LEAVE

A. Employees shall be entitled to accrue sick leave time. The accrual rate of sick leave shall be at the rate of one and one half (1 1/2) working days for each month of service. A month in which a salaried employee is paid for fifteen (15) days or more and a daily or hourly employee is paid for twelve (12) days or more, shall be considered a month of service.

B. Retirement Time Purchase [Applicable only to employees hired prior to 01/01/2014]: When an employee retires the City will purchase one day of retirement credit for each sick day accumulated up to a maximum of one year's retirement credit (242 days). An employee must have a minimum of 50 days accrued sick time at the time of retirement to receive this benefit. This benefit is contingent on CERS approval.

C. Death Benefit: If an employee dies, the surviving spouse or designated beneficiary shall be entitled to the same unused sick leave benefits option as elected by the employee, either the retirement

time purchase benefit described in paragraph 2 above or the payment alternative described in paragraph 4 below.

D. Payment alternative: Members of the bargaining unit hired prior to 01/01/2014 may elect the following benefit in lieu of the Retirement Time Purchase described in Paragraph 2.

1. Upon retirement, employees electing the payment alternative who have over 50 days of sick leave accumulated shall be paid an amount equivalent to one day's regular pay for all sick days accumulated over 50 days up to a maximum of 70 days' pay.

2. Current employees who desire to select this payment alternative in lieu of the Retirement Time Purchase benefit in Paragraph 2 must state their desire in writing to the City Human Resources Director before 4:30 p.m. June 30, 2004. Employees hired after this contract is executed who desire to select this payment alternative in lieu of the retirement time purchase benefit in Paragraph 2 must state their desire in writing to the City Human Resources Director within 90 days of their date of employment.

3. Employees who select this payment alternative may accrue a maximum of 150 days of sick leave. All other employees may accrue a maximum of 242 days of sick leave.

E. Sick leave extensions for serious and unusual circumstances may be approved by the City Manager at his discretion. The initial request for a sick leave extension will be submitted to the employee's department head.

F. The employee, the employee's spouse or someone on behalf of the employee must notify the department of an illness or need for sick leave not later than one hour after the time the employee is scheduled to report to work in order for the employee to be eligible for pay, except for extenuating circumstances which justifiably preclude the notification.

G. The number of sick days credited to each employee shall be printed on employee pay stubs.

H. The City and the Union agree that an employee who abuses sick leave may be disciplined pursuant to the discipline article of the contract. It is agreed that employees may be required to provide a medical statement following a written warning. It is agreed that employees will not be required to provide a medical statement beyond the twelve months, required by City Policy and Procedures governing sick leave abuse.

7. HOLIDAYS

A. The following days shall be recognized as holidays:

B.

New Year's Eve	Labor Day
New Year's Day	Veteran's Day
Martin Luther King B Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving

Juneteenth
Independence Day

Christmas Eve
Christmas Day
Personal Day*

*Personal Day to be requested using the same procedure as requesting a vacation day.

B. If any of the above holidays fall on Sunday, Monday shall be recognized as the holiday. If any of the above holidays fall on Saturday, the preceding Friday will be recognized as the holiday. For those employees who regularly work on Saturday and/or Sunday, the same criteria shall apply for the days recognized as those employees' weekend.

C. Employees will be paid for recognized holidays where qualified, in an amount equivalent to eight times the employee's hourly rate or the equivalent to one day's pay. Employees who are required to work on a recognized holiday shall be further compensated at one and one half (1 ½) times their straight time hourly rate.

D. To qualify for holiday pay an employee must work his/her regularly scheduled shift the day preceding and the day following the holiday or work the actual holiday unless properly excused.

E. Employees qualifying to receive holiday pay will receive credit for those hours as hours worked for the purpose of calculating overtime.

8. JURY DUTY

An employee who is called to jury duty may be excused from work until released from the court. Said employee will present court notice to his/her department head. The employee who has been excused will be paid his/her normal straight time earnings while on jury duty and may retain the fees received from court. Only scheduled workdays actually spent in court shall be counted in calculating payment. An employee who is not required to report for jury duty during a session on a certain date shall report to work. An employee who is not called at the opening of court for actual duty and who is excused for the remainder of the day shall report for work within one (1) hour after being excused.

9. UNION BUSINESS

Union Members may attend Union functions for up to ten (10) Business days cumulatively annually utilizing an unpaid leave of absence. The Union President shall notify both Department Directors giving written notice two weeks in advance.

10. SAFETY COMMITTEE

The Safety Committee shall have representatives from each department to include a bargaining unit representative. Meetings will be subject to call by the HR Director.

11. SAFETY SHOES & CLOTHING

- A. The City agrees to make available to each employee covered by this contract a \$350 boot allowance each year, to be included in the employees' pay on the second paycheck immediately following July 1 each year. Footwear must be worn at all times per City PPE policy, and must comply with OSHA 1910.136 or ANSI Z41-1991 to qualify for reimbursement.
- B. Janitorial/Custodial personnel are exempt from wearing safety shoes and will receive one-half of the boot allowance listed above.
- C. Outdoor clothing shall be issued at hire date and replaced on three (3) year cycles.
- D. Uniforms will be replaced as defined by Uniform Vendor Agreements.
- E. All other gear will be replaced as needed.

12. HOURS OF WORK

A. DEFINITIONS

- 1. The payroll week shall consist of seven days extending from Thursday at 12:01 am. To Wednesday 12:00 am. Unless it is changed to an alternative seven day period by City Commission ordinance.
- 2. The normal workweek shall consist of forty (40) hours within the payroll week.
- 3. The normal workweek shall also be Monday through Friday; however, supervision may schedule an employee for other than Monday through Friday when deemed appropriate.
- 4. The normal workday shall consist of eight (8) hours of work, or a normal schedule of four (4) consecutive ten (10) hour days.
- 5. Employees may be assigned to work a flexible work schedule that provides for irregular starting times.
- 6. The City will make every effort to notify an employee one week in advance before making a work schedule change, but as a minimum twenty four (24) hours in advance.

B. OVERTIME

1. Employees who work more than forty (40) hours in any one-payroll week shall be paid one and one half times the base straight time hourly rate for all excess hours worked.
2. For the purposes of calculating overtime, Bereavement Leave shall be considered "hours worked."
3. Employees required to work more than nine full days straight will be compensated at two times the base straight time hourly rate for all hours worked beginning with the 10th day and continuing until the employee receives a full day off. A full day shall be defined as an employee working the number of hours in their regular scheduled shift. A shift is either eight (8) hours or ten (10) hours depending on their schedule.
4. When an employee is called in and required to work overtime, he shall receive a minimum of two (2) hours of overtime at one and one-half his regular straight-time hourly rate, regardless of whether such employee works two full hours or not. During said two hour period of time he may be subject to more than one assignment. In the event the employee works beyond two (2) hours during the same overtime period, said employee shall receive time and one-half for each hour or part of an hour after the two (2) hours period expires. Employees receiving call out pay will be paid time and one-half for the duration of the call out assignment regardless of any leave taken during the pay cycle in which the call out occurs, including: sick leave, vacation leave, jury duty, etc. Employees who have served suspension without pay during the FLSA work cycle in which call out occurs will be ineligible for time and one-half rate of pay.
5. Employees who work overtime shall not be required to take time off to offset the overtime worked, although the employee may request time off at an alternate time during the work week in lieu of compensation for the extra hours of work, subject to supervisory approval. In the event the employees who work extended overtime are required by the City to take rest time off from the job, the employees shall be compensated at their regular straight time rate for any such rest time which extends into their next regular shift. Employees shall not be required to take vacation time as compensation for said rest time.
6. As needed, employees will be required to work hours in excess of that set forth herein, and will receive pay at the overtime rate as set out in subsection 1 above. When an employee is scheduled for overtime work he will be paid not less than two (2) hours. During said two (2) hour period he may be subject to more than one assignment.
7. Overtime offered immediately prior to or at the end of the workday will be assigned to the employees who have been performing that work unless an employee has a special family obligation that conflicts with the assignment. Such overtime may or may not be scheduled. Other overtime will be assigned in accordance with the following guidelines.

8. Seniority will prevail for all overtime work on a rotation basis except where qualification and expertise are an issue:

- a. Overtime work shall be distributed equally to employees working within the same job classification and by department, where possible. The distribution of overtime shall be equalized over each six-month period beginning on the first day of January and the first day of July each year. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification, and department where possible, who has the least number of overtime hours to his credit at that time. If this employee is not available to answer a call after two (2) consecutive call-in occasions in a six (6) month period or does not accept the assignment, he/she will be charged with such overtime hours as overtime worked, and the employee with the next-fewest number of overtime hours to his credit shall be offered the assignment. The City shall not be obligated to contact employees who are off duty other than by telephone.
- b. Each supervisor shall maintain an overtime record on an overtime chart provided to him. Overtime record charts shall be available for review by the department steward and a current copy of the overtime record charts shall be posted in the department.
- c. Employees who refuse overtime will be charged with such overtime hours as overtime worked. An employee absent for vacation will not be considered for overtime.
- d. A new employee or an employee who changes classifications, department or shift will be charged, at that time, with overtime equal to the greatest amount of overtime charged to any employee in the classification in the department and on the shift to which he changes.
- e. When overtime work is scheduled, the City will notify employees involved at least twenty-four hours in advance of such scheduled overtime. When unscheduled overtime is required the City will, except in unforeseen circumstances, notify the employee at least two hours before the end of the shift immediately preceding the overtime. Any improper scheduling shall be corrected only by offers of subsequent overtime assignments as they become available.
- f. If an employee suffers a loss due to improper scheduling of overtime he must inform his supervisor, and if he has in fact missed an overtime opportunity, he shall be offered the next available assignment. The City agrees that an employee will suffer no loss of compensation in the event that the next assignment, so offered, is not at the same pay level as the assignment missed.
- g. If an employee feels he will suffer a loss due to improper scheduling of overtime, he must inform his supervisor of the situation prior to the last hour of his shift immediately preceding the scheduled overtime. If no adjustment is made and a subsequent grievance substantiates the improper scheduling he shall be offered the next available overtime assignment.
- h. It is understood that allowances for overtime differences due to special work requirements and/or emergencies may be necessary. However, such allowances will be discussed with the Union.
- i. Overtime for all employees will be equalized on January 1 and July 1 of each year.

9. All employees must provide a telephone number where they may be called for overtime purposes. Failure on the part of the employee to keep the City informed of his/her current address and

telephone number or place at which or through which he/she might be contacted shall relieve the City of its responsibility in calling an employee for overtime work.

10. An employee who is required to work overtime and who works ten (10) or more continuous and successive hours, excluding the scheduled meal time, will be allowed a sufficient time and arrangements shall be made for him/her to have time to eat within the hour thereafter, and no time will be deducted for such meal period during such overtime work, it being understood that the period will be made as short as possible, and in no case to exceed thirty (30) minutes. An additional meal allowance will be allowed for each four hours of consecutive work performed thereafter. The City shall provide food and drinks at mealtime for employees when working overtime as referenced in this paragraph, unless inclement weather conditions do not allow due to restaurant closures. This provision does not apply to a four (4) day, ten (10) hours/day work week schedule of an employee.

11. No employee will be required to work through the scheduled lunch period, except that any employee who works through the scheduled lunch period at the request of the City will be paid for the lunch period, provided however, that an employee's lunch break shall not be deemed passed until he/she has been working on the job for a period of one and one-half hours past the mid-point of his/her work shift. No employee shall be forced to take an early time off to compensate him/her for time worked during a lunch period.

12. There shall be no changing of starting time in order to avoid the payment of overtime.

C. LUNCH AND BREAK PERIODS

Employees shall be granted two (2) paid fifteen (15) minute work breaks, one occurring in the first half of the shift and the second occurring in the second half of the work shift. Employees shall be granted an unpaid lunch period of thirty (30) minutes. Employees must take breaks onsite or at the nearest location that may have running hot/cold water. Employee must take lunches onsite, at the nearest location, or may return to their assigned shop. Included in these times is travel time to and from the job site.

13. SEVERABILITY

Should any article, paragraph or portion thereof of this Contract be held unlawful or unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to the specific article, paragraph or portion thereof as directly specified in the judgment, and upon issuance of such judgment, the parties hereto agree to negotiate a substitute for the invalidated article, paragraph or portion thereof

14. WAIVER IN EMERGENCY

A. In cases of emergency declared by the President of the United States, the Governor of the Commonwealth of Kentucky, the Mayor of the City of Paducah, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended:

1. Time limits for the processing of the grievance.
2. All agreements relating to the assignment of employees for the duration of the emergency period only.
3. Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

15. LABOR/MANAGEMENT MEETINGS

A. In the interest of sound labor/management relations, twice each year on a mutually agreed date and time (or more frequent if mutually agreed), the employer's representatives shall meet with two (2) employee table officers of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Such meetings are to be limited to no more than two hours at a time. Meetings will be held during the Union representatives normal work time and they shall suffer no loss of pay. However, if the number of employee hours being spent on such meetings becomes excessive in management's opinion, the meetings shall be scheduled at times other than the employee's working hours.

B. An agenda will be exchanged by the parties at least three (3) working days in advance of the meeting with a list of matters to be discussed in the meeting and the names of those Union representatives who will be attending. Additions to the agenda may be included prior to the start of the meeting. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement.
2. Notify the Union of proposed changes by the Employer, which shall affect bargaining unit members.
3. Discuss grievances that have not been processed beyond the final step of the grievance procedure.
4. Disseminate general information of interest to the parties.
5. Discuss ways to increase productivity and improve effectiveness.
6. To consider and discuss health and safety measures relating to employees.
7. Other matters mutually agreed upon.

C. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

16. DEFINITIONS

A. "City" as used herein, the term "City" shall mean the City of Paducah and/or its governing body, the Board of Commissioners.

B. "Union" as used herein, the term "Union" shall mean the American Federation of State, County and Municipal Employees, AFL CIO, Local 1586 and/or its officers and executive board.

C. "Employees" as used herein, the term "employees" shall mean all permanent full time employees of the City who are members of the bargaining unit.

D. "Seasonal position" as used herein, the term "seasonal position" shall mean a position of employment with the City which may be annual in nature, but limited to a particular seasonal need of the City. Seasonal positions normally shall not exceed six months.

E. "Temporary Employees" Nothing herein shall prevent the City from hiring temporary employees. However, the city shall not hire temporary employees for the purposes of eroding the bargaining unit or to evade this agreement. Normally, these employees will be used for a limited period not to extend six months. However, due to unforeseen circumstances the need may arise to extend temporary employees beyond six months.

F. Each month the City Manager will present to the Commission a report listing all seasonal and temporary employees who have been employed for more than 6 months.

G. "Evening shift" as used herein, the term "evening shift" shall mean a regularly scheduled period for one or more employees in which more than one half the scheduled time is between the hours of 3:30 p.m. and 12:00 am.

H. "Night shift" as used herein, the term "night shift" shall mean a regularly scheduled work period for one or more employees in which more than one half the scheduled time is between the hours of 11:00 p.m. and 7:30 am.

I. "Seniority" as used herein, the term "seniority" shall mean length of service as a permanent fulltime employee with the City. It is agreed and understood, however, that seniority shall be suspended during the probationary period of ninety (90) days immediately following a promotion to a higher classification, and shall also exclude all suspensions for disciplinary action.

J. It is agreed that any reference to his or her contained in this contract is intended to be gender neutral.

17. MANAGEMENT RIGHTS

A. Except as expressly modified by a specific provision of this Agreement, the City retains its sole and exclusive rights to operate and manage its affairs in all respects. The exclusive rights of the City which are not abridged by this Agreement include, but are not limited to, its right to hire and be the sole judge of qualifications of applicants. The City has the right to direct the working forces, to discipline or discharge for just cause, to establish, maintain and modify departmental procedures; to lay-off and recall; to be the judge of whom to promote and the methods and procedures for promotions; to assign work; to transfer employees as needed from one group/area to another in a manner most advantageous to the City; to contract and subcontract with outside contractors; to establish, modify or change manning levels and the amount or type of equipment in the department, etc.; the right to direct employees of the department to include the right to hire, promote or transfer; the right to organize or reorganize the Department in any manner to include the determination of job classifications; the allocation and assignment of work to employees within the department that is advantageous to the City; to introduce new, improved or different methods and techniques of operation or to change existing methods and techniques of operation; to change, modify or purchase new types of equipment; to establish or eliminate in-service training programs and requirements for upgrading the skills of employees; to determine the location, methods, means and personnel by which operations are to be conducted; to establish, implement and maintain internal security practice; to schedule overtime, vacations, days off and holidays off; to take whatever actions may be necessary to carry out the mission of the City in emergency situations; any other rights the City has not expressly given up in this Agreement.

B. Failure by the City to exercise any of its rights shall not constitute a waiver of that right.

C. The above right and powers are vested in the City; however, the exercise of these rights shall be subject to the grievance procedure as expressly modified by the terms of this Agreement.

18. WORK RULES

A. The Bargaining Unit recognizes that the City, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, procedures and general orders.

B. The City agrees that no work rules, regulations or employment policies shall be established that are in violation of any express terms of this Agreement.

C. Any additions or amendments to the work rules, regulations, policies, procedures and general orders shall be reduced to writing, posted on the department bulletin boards and copies distributed to members of the Bargaining Unit five (5) days prior to implementation; however this section does not limit the right of the City, to meet emergency or operational needs, to implement any work rules or regulations, policies, or general procedures prior to the conclusion of the five (5) day notification period. The addition or amendment will be dated and state its effective date. Each employee shall sign to acknowledge receipt of same.

19. CIVIL SERVICE PROTECTION

The City has eliminated Civil Service Status for all classifications, but the City will continue to offer Civil Service protection to Bargaining Unit employees that were hired under Civil Service. This protection will continue even after an employee transfers to another non-Civil Service status classification that has representation by the Bargaining Unit; however, promotions will be by merit. Employees utilizing Civil Service Protection will not have the grievance procedure available to them.

20. TEMPORARY ASSIGNMENT

A. When, due to the absence of a regular employee or for operational needs, a temporary assignment is available in a work unit the assignment shall first be offered to qualified employees in the work unit where the assignment exists. The assignment may be rotated among employees to facilitate the learning and training process for other employees or assigned to only previously qualified employees, depending on the immediate needs of the department. In the instance of a temporary assignment requiring greater than 90 days a rotation of qualified employees shall be used with each employee serving for a period of thirty days after the initial 90-day period.

B. An employee who is awarded a temporary assignment in a higher rank position shall receive the higher pay rate after he/she has worked four (4) continuous weeks (20 days worked). The adjusted wage rate will be paid in a manner corresponding with the actual dates working in said acting position. Once formal action has been taken to adjust the employee's pay rate, that pay rate will be applied back to the beginning of the temporary assignment. In instances where it is anticipated the assignment is to be for four (4) weeks or longer, the increase will be initiated immediately. An employee who is awarded an assignment in a lower rated position shall maintain his/her regular rate of pay. Employees filling positions of higher classification on an intermittent or short-term basis are expected to perform those duties as a part of their classification responsibility.

C. Employees who request in writing training to perform tasks that are not part of their normal job may be given temporary assignments for training purposes with no increase in pay. Each Department will maintain a training request sign-up sheet. Such training assignments without extra pay shall not be continued after an employee has demonstrated his competency to perform the assignment. The City shall adopt a City Policy on the work training program and shall receive input from an advisory committee of Union members.

21. MISCELLANEOUS

A. The Union and bargaining unit employees shall have access to Union bulletin boards for the purpose of posting Union and other notices. All postings shall have the department director's stamp of approval for posting. It is understood that no material may be posted on any bulletin boards by the Union which contain (a) personal attacks on any other member or any other employee; (b) scandalous, scurrilous or derogatory attacks upon the City, or any other governmental units or officials; and (c) attacks on and/or favorable comments regarding a candidate for public office.

B. At least once each quarter the City will provide electronically to the Treasurer of the Union a roster of employees, showing the date hired, classification, department, home address with phone and designating those employees for whom the Union has not provided dues payroll authorization forms to the City. The Union shall furnish the City with a quarterly up to date list of names of Union executive board members, in writing, to the City Manager.

C. Accredited representatives of AFSCME, whether local, district council, or international representative shall have the full and free access to the premises of the City, involving work areas of bargaining unit employees and City Administrative offices at City Hall for the purpose of attending meetings, discussing personnel matters, contract disputes with City officials or department heads, safety inspections or alleged violations of the contract, subject to prior notification and approval of the City and with the understanding that work time interference will be kept at a minimum.

D. Supervisory personnel may perform non-supervisory work as time permits. However, it is understood that a supervisor has primary responsibility in supervising employees and facilitating them in the accomplishment of their work.

E. The City and the Union agree that employees work primarily in their classifications. However, employees may be required to assist others in their department and such work may or may not be in their classification. Nothing herein entitles Bargaining Unit employees to perform work for other City employees that are performing minor maintenance, cleanup or incidental work related to the other City employees job, e.g., hanging pictures, painting , moving furniture, lawn care, washing vehicles, cleaning restrooms, etc. Training and safety will be primary considerations by management in the assignment of work in all departments throughout the City.

F. The City will permit vending machines to be installed in all departments for the benefit of the employees.

G. Whenever practical the City shall place tops and windshields on equipment to protect employees from adverse weather conditions.

H. The City shall furnish and maintain individual lockers for all employees covered by this Agreement.

I. The City agrees that supervisors of employees, within the bargaining unit, shall make reasonable effort to recognize seniority when assigning work to the employees, but it is understood that the primary consideration must remain; qualifications, efficiency in a skill, and the proper completion of the work to be done. An employee wishing to express a preference for a type of work may make it known to his immediate supervisor in order to have consideration on future assignments. This provision shall apply primarily to specific classifications within a particular department.

J. City supervisors and employees will not use profane or abusive language toward one another in the performance of their job.

K. Work Group Leaders will be appointed by management and in compliance with City Ordinance as they are needed to facilitate the efficient progress of work. Appointments will be made based on qualification and performance with the length of appointment being at the discretion of management. An employee appointed to a Group Leader position will receive additional \$1.50/hour compensation.

L. The City agrees in its hiring practice to give its current team members preference in appointment in a vacant union represented position. The City agrees that internal applicants will be considered alongside external applicants but all internal applicants will be interviewed and receive a practical exam when applicable.

22. OUTSIDE CONTRACTING

A. It is the intent of the City to make every effort to utilize its employees to perform work that they have normally and historically performed. However, nothing herein shall be deemed a limitation on the City's right to contract with outside contractors.

B. In the event the City contemplates or proposes to contract out work that could cause the layoff of employees or a reduction of the employees in the bargaining unit, management will notify the Union at least 60 days prior to taking such action.

C. A labor management meeting shall be held promptly to discuss the impact of outside contracting on employees, the feasibility of the proposed third party contracting and the potential for preventing erosion of the Bargaining Unit.

D. The Union will be notified of any other contracting out that the City intends to propose or award.

E. Typically, the City will contract out work where expertise and/or equipment of other vendors are needed, the volume of work is beyond the immediate capacity of the department to handle or the City is at a cost competitive disadvantage to handle the work.

23. SAFETY

In the event a job situation or item of equipment is reasonably challenged by an employee as a serious threat to his safety, he shall notify his immediate supervisor, immediate superintendent, and his steward. If the matter is not resolved to the satisfaction of the employee, he may take the matter up with his department director, together with the supervisor and steward who will consult the applicable Kentucky OSHA regulations in making their decisions. If the matter remains unresolved, the department director will notify the HR Director, who will make the final determination in the matter. Any further challenge by the employee may be handled through the grievance procedure or through the Kentucky OSHA regulations as provided by law.

24. PROBATIONARY PERIOD

- A. All new employees with the City and newly promoted employees shall serve a six (6) month probationary period. No newly hired probationary employee may be a member of the union.
- B. A probationary employee may be terminated at any time during his/her probationary period and have no appeal through the Grievance Procedure.
- C. A newly promoted employee will be allowed to return to his/her previous classification, a classification previously held or a classification in which he/she is qualified provided there is an available opening. The employee will have up to thirty (30) days to exercise this option.

25. CONTINUITY OF OPERATION

- A. The services performed by the City of Paducah employees are governmental in nature and are essential to the public's safety and welfare. Accordingly, it is agreed that there shall be no strikes during the life of this agreement.
- B. It is further understood and agreed that any refusal on the part of any employee to cross a picket line at some other place, when the same is necessary to perform the duties assigned by the City of Paducah, shall entitle the City of Paducah to perform the work by any means available.
- C. The city of Paducah agrees that it will not lock out its employees during the life of this agreement in support of its bargaining position or to require the Union to concede to its grievance.

26. WAGE AND BENEFITS

A. Life Insurance

The City shall pay for each bargaining unit employee the full premium for a \$15,000 group life insurance policy.

B. Wages

1. Effective July 1, 2026, the members of the Bargaining Unit will receive a 7% increase, a 2% increase on July 1, 2027, and a 2% increase, July 1, 2028 respectively. These increases will be applied to the base wage rates before any cost-of-living adjustments (COLA's) occur for those years. COLA's will be determined according to Section 2 of this Article. The July 1, 2026, COLA will be 2.7% and is included in the wage table below. Actual increases will take effect on the first day of the pay period coincident with or following the effective date of the increase.

2. Effective July 1, 2026 wage rates shall be paid as follows, the cost of living adjustment (COLA) will be paid in accordance with KRS 83A.075(1). The Department for Local Government (DLG) calculates the maximum allowable annual compensation for mayors of cities other than first-class cities by the second Friday in February each year. These calculations are based on the court-established formula application levels for state and local governmental constitutional officers. Adjustments are determined using the Consumer Price Index (CPI) maintained and reported by the U.S. Department of Labor, Bureau of Labor Statistics. A Bureau-issued news release establishes the CPI as of December of the preceding year, at which time the percentage increase for the prior twelve-month period is determined. This percentage will become recommended as the annual COLA for employees at the beginning of the next fiscal year upon approval of the Board of Commissioners. Each year the City will forward the letter notifying the Union of the amount within five (5) business days of receipt. An updated wage table will be provided at that time. Historical DLG increases can be found on the Kentucky League of Cities website under Info Central.

3. Employee classifications and wages are established and changed by City ordinance. Changes in classification and/or compensation shall be reviewed with the Union prior to adoption by the City. The following classifications and base wages will be in effect on the following dates:

CLASSIFICATION	Hour Rate as of 06-30-26	July 2026 (FY27) = Base + COLA
MAINTENANCE TECHNICIAN	\$25.33	\$27.84
TRAFFIC TECHNICIAN	\$25.33	\$27.84
FLOODWALL OPERATOR	\$26.03	\$28.60
COMPOST / EQUIPMENT OPERATOR	\$26.29	\$28.89
CONCRETE FINISHER	\$25.14	\$27.63
ROW MAINTENANCE PERSON	\$24.33	\$26.74
SOLID WASTE TRUCK DRIVER	\$24.86	\$27.31
LABORER	\$22.65	\$24.89
JANITOR / COLLECTOR	\$22.12	\$24.31

2. Each employee shall receive longevity pay of seven dollars (\$7.00) per month for each year of continuous service up to and including twenty (20) years.

3. Payment for such service shall commence in the anniversary month of service. All vacation time, sick leave and authorized leave of absence shall constitute service for the purpose of this provision.

4. Graduated Wage Scale will apply to all employees hired after January 30, 1998. Graduated Wage Scale will apply to (all) classifications. Graduated Wage Scale will start on the newly Hired employee's date of hire with a minimum hire rate of 80% of maximum, and increase 5% every six months until the employee reaches 100%.

As an example:

Initial hire rate 80%

Six month anniversary 85%

Twelve month anniversary 90%

Eighteen month anniversary 95%

Twenty four month anniversary 100%

5. The City may hire new employees into skilled positions at wage rates between 80% and 100% of the full wage for the position needing to be filled, based upon the relevant qualifications of the applicant. In the event an employee is hired above 80% of the wage rate for a position, the City agrees to consider the qualifications of incumbent employees in the same position for consideration of pay equity for comparable qualifications. In all cases when an employee is hired above the 80% wage rate for a given position the City will provide written notice to the Union.

6. Employees leaving the City due to resignation, retirement, or termination will receive all monies currently due him on the next pay period. Payroll can NOT be completed for any terminated employee until all City issued clothing/equipment is certified as returned by the appropriate supervisor.

7. If an error results in an employee receiving less pay than is due him, the error will be corrected on the employee's next paycheck. Hardship cases, those with a net error of \$200 or greater with base pay and for other than overtime calculations, will result in the City providing a make-up check on the next business day after notification of the error.

8. Employees who work on the evening or night shift shall receive a shift premium of thirty five (35) cents per hour for work performed on the evening shift, and a premium of fifty (50) cents per hour for work performed on the night shift.

9. The City will pay all employees bi-weekly by direct deposit to an approved financial institution of their choosing.

27. INDIVIDUAL AGREEMENT

The City agrees not to enter into any Agreement or contract with employees, individually or collectively, which in any manner conflicts with the terms and provisions of this agreement. Employees are allowed to work as referees and/or umpires in a non-collective bargaining capacity.

28. DURATION

A. The Agreement, when signed by the duly authorized officers of the City and the Union, shall become effective as of the date of execution, and shall terminate the 30th day of June, 2029. If a new agreement is not executed, the parties may agree in writing to extend the current agreement for an additional period of time.

B. Negotiations

1. Between November 1 and 15, 2028 either party may request in writing that negotiations be opened to modify or renew this Agreement. Within 10 days of receipt of the request to open negotiations the parties will meet and schedule at least four (4) negotiating meetings to be held between January 2 and March 1, 2026. Failure to reach tentative agreement in this timeframe will result in a forty-five (45) day suspension of negotiations. On or about April 16 negotiations will resume and if the parties come to an impasse, either party may request mediation services and the current Bargaining Agreement will be extended for ninety (90) days.

2. In any event, nothing herein contained shall preclude either party from modifying or changing or amending its proposals for a new Agreement. The City and Union each have entered into this Agreement pursuant to duly adopted ordinances and resolution authorizing same.

3. The City agrees to pay three (3) employees representing the Bargaining Unit at the straight time hourly rate for up to four (4) hours for each meeting up to a maximum of five (5) meetings for negotiations of a new Collective Bargaining Agreement if the employee time lost is during normal work hours.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand this ____ day of March, 2026. This agreement shall become effective upon signature of the parties.

For The City of Paducah, Kentucky

for The American Federation
of State, County and Municipal
Employees, AFL-CIO Local 1586

George Bray, Mayor

Kelly O'Keefe, President

WITNESS:

Agenda Action Form

Paducah City Commission

Meeting Date: March 24, 2026

Short Title: Approve the Agreement between the City of Paducah and the Paducah Police Department
Bargaining Unit - **S. WILCOX**

Category: Ordinance

Staff Work By: Stefanie Wilcox, Brian Laird
Presentation By: Stefanie Wilcox

Background Information: In January 2026, the City entered negotiations with the Paducah Police Department Bargaining Unit. The following changes were a result of those negotiations:

Article 2. Recognition

Throughout the entire agreement the “Police” Training Officer, or PTO, has been updated to be a “Field” Training Officer, or FTO.

Article 5. Management Rights

Removed invalid language referring to transferring employees to stations.

Article 7. Grievance Procedure

KRS 95 is now KRS 15.520, this section refers to the Police Bill of Rights for Officers.

Article 14. Health and Safety

Annual physical assessments will now be mandatory with incentives being increased for those you successfully complete the program. Unsuccessful participants will be placed on an exercise program.

Article 17. Wages Rates

Police Officers and Sergeants will receive the following base pay increases; a 8% increase, July 1, 2026, a 2% increase on July 1, 2027, and a 2% increase, July 1, 2028, respectively.

Cost of Living Adjustments will follow the Department for Local Government maximum allowable annual compensation for mayors of cities other than first-class cities. This will be recommended by the City Manager to the Board of Commissioners each year.

Article 20. Holidays

Veterans Day was added to the Agreement.

Article 21. Sick Leave

The maximum accrual was increased by five days, from 272 to 247. The maximum payable at retirement still remains at 242 days.

Article 24. Life Insurance

Retiree life insurance will no longer be offered effective July 1, 2026. Any retiree enrolled prior will be grandfathered in.

Article 28. Duration

The dates have been updated, the Kentucky Labor Cabinet has been removed as a mediator option, and language referring to our best offer if there is an impasse has been removed.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the recommended contract changes for the Paducah Police Department Bargaining Unit Agreement effective July 1, 2026.

Attachments:

1. ORD contract-bargaining unit - 2026-2029
2. FOP Contract 2026 - 2029 FINAL
3. FOP Contract 2026 REDLINED

ORDINANCE NO. 2026-____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
AND OTHER ASSOCIATED DOCUMENTS BETWEEN THE CITY OF PADUCAH
AND THE PADUCAH POLICE DEPARTMENT BARGAINING UNIT

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute an
agreement and other associated documents between the City of Paducah and the Paducah
Police Department Bargaining Unit.

SECTION 2. This Agreement shall be effective from July 1, 2026, to
June 30, 2029.

SECTION 3. This Ordinance shall be read on two separate days and will
become effective upon summary publication pursuant to KRS Chapter 424.

GEORGE BRAY, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, March 10, 2026
Adopted by the Board of Commissioners,
Recorded by Lindsay Parish, City Clerk,
Published in *The Paducah Sun*,
\\ord\police\contract-bargaining unit 2026-2029

AGREEMENT
BETWEEN
THE CITY OF PADUCAH
AND
THE PADUCAH POLICE DEPARTMENT
BARGAINING UNIT

July 1, 2026 to June 30, 2029

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Agreement

THIS AGREEMENT is made and entered into on the 1st day of July, 2026 by and between the City of Paducah, hereinafter referred to as "City" or "Employer" and the Paducah Police Department Bargaining Unit, hereinafter referred to as "Unit" or "Bargaining Unit" organized under the auspices of Jackson Purchase Lodge 15 of the Fraternal Order of Police, hereinafter referred to as the "Bargaining Unit."

WITNESSETH

WHEREAS, the City and the Bargaining Unit have met and conferred, and the parties hereto have agreed to maintain and promote harmonious relations between the City and the Bargaining Unit, and that in order to produce effective and progressive public protection, they have agreed as follows:

ARTICLE 1. DEFINITIONS

Section 1. The parties agree that whenever in this Agreement, terms such as police officer, employee of the police department, employees, or members of the Bargaining Unit are used; the term refers only to those persons expressly included in the Bargaining Unit as set out in Article 2. Recognition, and further, this Agreement in no manner whatsoever has any effect on the wages, hours, and working conditions of other City personnel whether they be employees of the police department or elsewhere within the City.

Section 2. The parties further agree that whenever in this Agreement, the term "City" is used, the term refers to whomever the executive authority of the City has designated to exercise the rights to discharge the obligation in question.

Section 3. The parties further agree that all references in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 2. RECOGNITION

The City hereby recognizes the Bargaining Unit as the exclusive collective bargaining representative for all employees of the police department of the City of Paducah who hold the rank of police officer or sergeant. The term employee shall not include any employee of the police department who is not included in the above and specifically excludes persons holding the rank of captain, assistant chief, chief of police, non-sworn personnel and probationary candidates for the police department. A candidate is on probation until he has actually worked 12 months after completing the Field Training Officer "FTO" program.

ARTICLE 3. MEMBERSHIP AND DUES DEDUCTION

Section 1. Employees of the Bargaining Unit, on the effective date of this agreement or employed thereafter, shall have the option of becoming members of the Bargaining Unit after he/she has actually worked 12 months since completing the FTO program. Eligible persons who wish to become Members of the Bargaining Unit must affirmatively request membership in writing. Membership in the Bargaining Unit is not compulsory. Members have the right to join or not join and neither party shall exert pressure or discriminate against a Member regarding such matters.

Bargaining Unit Membership dues, shall be deducted monthly in an amount certified by the Lodge only if the Member has signed a payroll deduction authorization. Members wishing to revoke their Bargaining Unit Membership must notify the Bargaining Unit, and the Paducah City HR Director expressly and individually in writing.

Section 2. The Unit shall hold the City harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason with action taken by the City in reliance upon employee payroll deduction authorization forms submitted by the Bargaining Unit to the City.

Section 3. The City shall provide each member of the Bargaining Unit Executive Committee with a copy of this Agreement and the Unit agrees to provide the City with a roster of the names of its Executive Committee, their addresses, and telephone numbers. The Union also agrees to notify, in writing, the City within five (5) days of the day that any change in the members of the Executive Committee occurs.

ARTICLE 4. NON-DISCRIMINATION

Section 1. The City agrees not to discriminate against any employee who elects to be a member of the Fraternal Order of Police who participate in legal Bargaining Unit activities under this Agreement

Section 2. The Bargaining Unit agrees not to discriminate against any employee who elects not to be a member of the Fraternal Order of Police or refrains from Bargaining Unit Activities.

ARTICLE 5. MANAGEMENT RIGHTS

Section 1. Except as expressly modified by a specific provision of this Agreement, the City retains its sole and exclusive rights to operate and manage its affairs in all respects. The exclusive rights of the City which are not abridged by this Agreement include, but are not limited to, hire and to be the sole judge of qualifications of applicants. The City has the sole right to direct the work force; to discipline or discharge for just cause; to establish, maintain, and modify departmental rules and procedures; to layoff and recall; to be the judge of whom to promote and the methods and procedures for promotions; to assign work, in a manner most advantageous to the City; to contract and to subcontract with outside contractors; to establish, modify or change manning of equipment, amount of equipment in the fleet, etc.; the right to direct members of the police department, including the right to hire, promote, or transfer any employee; the right to organize and reorganize the police department in any manner permitted by law including the size of the police department and the determination of job classifications; the right to determine the method and frequency of pay, the allocation of assignment of work to employees within the police department in a manner most advantageous to the City; to introduce new, improved or different methods or techniques of operation or to change existing methods and techniques of operation; to establish basic and in-service training programs and requirements of upgrading the skills of employees with adequate training; to determine the location, methods, means and personnel by which operations are to be conducted; to establish, implement and maintain an internal security practice; to schedule overtime, vacations, days-off and holidays off; to determine rank based upon the duties assigned; and to take whatever actions may be necessary to carry out the mission of the City in dire emergency situations

Section 2. Failure by the City to exercise any of its rights shall not constitute a waiver of that right.

ARTICLE 6. PUBLIC OBLIGATION

Section 1. The City and the Bargaining Unit recognize that a strike would create a clear and present danger to the health and safety of the public, and in as much as this Agreement provides mechanisms for the orderly resolution of grievances, the City and the Bargaining Unit recognize their mutual responsibility to provide uninterrupted services to the citizens of Paducah.

Section 2. Nothing in this Article shall be constructed to limit or abridge either party's right to seek available remedies provided by law to deal with any unauthorized or unlawful activities as provided in this Article.

ARTICLE 7. GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute between the City and the Bargaining Unit and/or employee concerning the interpretation, application or compliance with the terms of this Agreement. Grievances may only be filed by the executive committee of the bargaining unit. Executive members are President, Vice President, Treasurer, Secretary, and Second Vice President. Grievances must be signed by at least two (2) members of the executive board. Grievances will be presented on a standard Grievance form to the shift or group commander and, if not resolved after contract review and discussion, shall be sent to the Chief of Police via the chain of command with signatures of all parties involved. Prior to filing a formal grievance under these procedures, an employee who feels he has been aggrieved may request a conference with the command officer in charge of his shift or division. For purposes of this Article "command officer" is defined as a superior officer holding the rank of Sergeant/Captain. Matters involving the just nature, appropriateness or severity of discipline or corrective action are not subject to the grievance procedure contained herein, but may be appealed pursuant to statute. Grievances alleging violation of the Policemen's Bill of Rights shall be appealable to the grievance procedure through the Third Step only. Time limits set forth herein may be extended by mutual agreement of the parties, which agreement shall be in writing.

The parties agree that any disciplinary action the City takes which is covered by KRS 15.520 will not be subject to the Grievance Procedure. The parties further agree the City retains the right to take disciplinary action other than that which is provided for in KRS 15.520 and such action is not subject to the requirements of that statute. Further, an employee may voluntarily accept discipline, discharge, demotion, etc., in lieu of having charges preferred against him under the provisions of KRS 15.520.

Section 2. Grievances shall be processed in the following manner:

a. **FIRST STEP:** Within fifteen (15) working days after the occurrence of an event or action which causes an employee to feel that he has been aggrieved, the Executive Committee shall present the grievance, in writing, to the command officer in charge of the aggrieved employees shift or division (a fifteen day extension will be granted upon written request to explain the need for extension). The grievance must state the contract provision(s) violated, the relief sought, the facts supporting the grievance and must be signed by the aggrieved employee or it will be barred from consideration. If the matter is not satisfactorily settled within five (5) working days, the grievance shall move to the Second Step. No grievance presented after ten (10) working days will be considered under these procedures. If

the shift commander determines that he can take no action on the grievance he will immediately forward it to the Chief of Police for Step 2. Any member of the bargaining unit who has a grievance arising out of his employment with the City, which is not grievable under the grievance procedure of this contract, may use the Human Resources – 43 Employee Concerns administrative policy provided for all City employees.

b. **SECOND STEP:** The employee shall present the grievance, in writing, to the Chief of Police, within two (2) working days of the Step 1 response. If the matter is not satisfactorily settled within ten (10) working days, the grievance shall move to the Third Step. If the Chief of Police determines that he can take no action on the grievance, he will immediately forward it to the City Manager for Step 3.

c. **THIRD STEP:** If the grievance is not settled at Step 2, the Chief of Police shall submit the grievance to the office of the City Manager within five (5) working days after receipt from Step 1. If necessary, the City Manager may meet with the aggrieved employee and Union Representative within fifteen (15) working days to discuss the grievance. The City Manager will answer in writing within fifteen (15) working days of receipt of the grievance (or any meeting to discuss the grievance); whichever is later. City Manager shall submit grievance and a copy of his response to the Mayor and Commission within fifteen (15) days for their information. City Manager shall send the bargaining unit president a copy of his response.

Section 3. **FOURTH STEP:** In grievances concerning the interpretation, application or compliance with the terms of this Agreement, if the grievance is not resolved in the above manner, the Bargaining Unit may request mediation through the Kentucky Labor Cabinet, Division of Employment Standards and Mediation or any other mutually agreed upon mediator in the following manner.

a. Within 10 calendar days of the City Manager's ruling the Bargaining Unit may petition the Kentucky Labor Cabinet, Division of Employment Standards and Mediation, to initiate mediation, and shall simultaneously notify the City of its intent to seek mediation of an unresolved grievance.

b. The representatives of the parties (the Bargaining Unit and the City) shall schedule a pre-mediation meeting to be held within fourteen (14) calendar days after notification of a request to mediate. The parties shall attempt to settle the grievance and, if it cannot be settled, shall attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, the mediator shall frame the issue or issues to be decided.

c. The representatives of the parties shall meet with the mediator. At the conclusion of the meeting, if the issue is not resolved, the mediator may choose to prepare a report and/or recommendation for submission to the City Commission.

d. The costs and fees of the mediator shall be borne equally by the parties. The fees of a court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a transcript.

Section 4. **FIFTH STEP:** If the grievance remains unadjusted, it may then be presented by the Union to the Board of Commissioners in writing within three working days after the response of the mediator. The written statement of appeal of the grievance shall set forth all the reasons and grounds for the grievance and the appeal to the Board together with a statement of the relief sought. A copy of all previous written documents involved in the action shall be attached to the grievance and made a part

thereof. The grievance will be placed on the Commission agenda within three weeks after it is presented and shall be heard in public session. A vote of three Commissioners will be required to deny the grievance. The decision of the City Commissioners is final and binding upon the parties, unless said decision is found to be arbitrary and capricious by a Court of appropriate jurisdiction.

Section 5. Working Days Defined -- Whenever in these procedures the term "working days" is used, it shall refer to the working days of the person with whom action is required, whether the grievant or the person responsible for responding to the grievance.

Section 6. Grievances may be represented by an employee representative of the Bargaining Unit at any step of the grievance procedure, and may be represented by an attorney at any proceeding beginning with the Third Step of the grievance procedure.

Section 7. Failure by the Bargaining Unit or any of its members to exercise any of their rights as specified by an express provision of this Agreement shall not constitute a waiver of that right provided a grievance exercising that right is filed within the time limits outlined herein.

Section 8. Failure by the City to answer a grievance within the time period prescribed in Steps 1, 2, and 3 shall constitute a denial of the grievance.

ARTICLE 8. LABOR RELATIONS MEETINGS

Section 1. The City and the Bargaining Unit recognize the responsibility each have to make full use of the knowledge, talent and commitment of all who are involved in the delivery of police services to the citizens of the City. The City and the Bargaining Unit recognize the benefit to each of exploration and study of the department to provide the highest standards of service. Towards this end the City and the Bargaining Unit agree to create and maintain Labor Relations Meetings, in conjunction with the other bargaining units recognized by the City, as an active forum for the exploration of mutual concerns.

Section 2. The City and the Bargaining Units shall use this forum not as a substitute for collective bargaining nor as a mechanism for modifying the Agreement; rather the forum is seen as an adjunct to the collective bargaining process and as an aide in implementing and maintaining the Agreement. This forum will also be useful as a place to discuss issues which arise outside of the context of collective bargaining but which represent impediments to a quality work environment, or which threaten the department's ability to deliver police services in the most efficient manner possible. No issue which is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the City and the Bargaining Units. It is the expectation of both parties that the free flow of information and the active discussion of common concerns will positively influence both the decisions made by each party and the chances for acceptance of those decisions.

Section 3. Department management and Bargaining Unit representatives shall meet at least 4 times per year. The time, place and agenda will be arranged by the designated representatives from the City and the Bargaining Units. Other meetings between the parties can be held anytime by request of either party. Time and arrangement for such meetings will be set by the designated representatives from the City and the Bargaining Units.

Section 4. The purpose of such meeting shall be to:

- a. Discuss the administration of the Agreement.
- b. Discuss grievances which have not been processed to the Third Step of the procedure when such discussions are mutually agreed to by the parties.
- c. Notify the Bargaining Unit of changes made or contemplated by the City, which effect Bargaining Unit members.
- d. Disseminate general information of interest to the parties.
- e. Give the Bargaining Unit representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members, including interpretations of the Agreement where such discussion may prevent the necessity of filing a grievance.
- f. Discuss ways to increase productivity and improve efficiency.

Section 5.

- a. For each person selected to represent the Bargaining Unit at the Labor Relations meetings, the City will consider up to two hours per meeting of such service to be a part of his or her job duties when the meeting occurs during the assigned work hours of the representatives. However, such meetings shall not be scheduled so as to result in the payment of overtime for any designated representative to attend said meeting.
- b. It is further agreed that if special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

ARTICLE 9. DISCIPLINARY PROCEDURES

Section 1. When an officer is to be disciplined or interviewed in relation to possible discipline he will be allowed, if he requests, to have a witness of his choosing to be present. Such a request may not delay the proceedings by more than two hours. Interviews or interrogation relating to criminal or administrative misconduct shall be in accordance with the Commonwealth of Kentucky Statutes 15.520, generally referred to as the Policemen's Bill of Rights. Discussions held solely for the purpose of instruction or corrective actions when no documented disciplinary action is contemplated, are not covered. A disciplinary action proceeding shall be distinguished from an investigative fact gathering meeting.

Section 2. Employees will receive a copy of all documented disciplinary action placed in their file at the time of the discipline and each employee will sign the disciplinary action upon receipt. In cases where the employee's signature on the disciplinary documentation only indicates the employee's receipt of the document, the employee may note that his signature indicates, "I have received but do not necessarily agree with this document."

ARTICLE 10. WORK RULES

Section 1. The Bargaining Unit recognizes that the City, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, procedures and general orders.

Section 2. The City agrees that no work rules, regulations or employment policies shall be established that are in violation of any express terms of this Agreement.

Section 3. Any additions or amendments to the work rules, regulations, policies, procedures and general orders shall be reduced to writing, posted on the department bulletin boards and copies distributed to members of the Bargaining Unit five (5) days prior to implementation; however this section does not limit the right of the City, to meet emergency or operational needs, to implement any work rules or regulations, policies, or general procedures prior to the conclusion of the five (5) day notification period. The addition or amendment will be dated and state its effective date. Each employee shall sign to acknowledge receipt of same.

ARTICLE 11. BARGAINING UNIT USE OF CITY EMAIL

The President of the Union or his designee may use the City E-Mail system to disseminate information to Bargaining Unit employees provided a copy of the distributed material is furnished to the Chief of Police and all Information Systems policy guidelines are followed. It is understood that no material may be distributed at any time which contain the following:

- (a) personal attacks upon any member or any other employee;
- (b) scandalous, scurrilous or derogatory attacks upon the City, or any other governmental units or officials;
- (c) attacks on any employee organization, regardless of whether the organization has local membership; and,
- (d) attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 12. SENIORITY

Seniority by time in Grade per rank will be the basis for shift preference, vacation, and days off assignments, provided however, that the City has the right to preclude any one shift from being staffed by police officers, 50% of whom have less than three (3) years' experience with the Paducah Police Department.

ARTICLE 13. SHIFT ASSIGNMENT

Section 1. The City will use a bid book process. Shift assignments will be for six (6) months. A request for assignment change must be received by your supervisor before October 1st. The first bid process will begin on October 1st, with the posting of the change by October 15th. Upon contact, each officer will have a maximum of two (2) hours to decide on their shift bid before it moves to the next person. The effective date of the new shift assignments will be the first Thursday corresponding with the first full pay period in January of the following year. For the second bid process, a request for assignment change must be received by your supervisor before April 1st. The second process will begin

on April 1st with the posting of the change by April 15 with the effective date to be the first Thursday corresponding with the first full pay period in July of the same year. Employees on corrective action assignment will be permitted to participate in the bid process if corrective action is scheduled to end by January 31 for the first bid process, or July 31st for the second bid process.

a. It is recognized that from time to time it is necessary in the interest of the operation of Police Department to make shift or unit reassignments as a result of vacancies in the ranks, temporary absences, training, community events, specialized assignments, or emergency circumstances which require adjustments in the shift structure. Such requirements shall be made when practical on the basis of seniority and shall be grievable under the terms of the grievance procedure.

b. It is further recognized that it may become necessary to reassign an individual Bargaining Unit member to another shift for corrective or retraining purposes for a period not to exceed six (6) months. The reasons for a shift reassignment shall be provided in writing to the member at the time of the reassignment also listing any prior corrective measures attempted. Such reassignment shall not be arbitrary and shall be grievable under the terms of the grievance procedure. Grievances involving such shift reassignment shall be filed directly with the Chief of Police at Step 2.

c. In the event a permanent (3 months or longer) vacancy occurs on a shift then employees on that same shift may exercise their seniority for preference of the vacant days-off schedule. Employees on corrective action or retraining assignment will be considered least in seniority for this preference and no more than two (2) officers per shift will be assigned for retraining or corrective action.

d. The parties agree that hardship and emergency cases will be handled on an individual basis. An employee should notify the shift or unit commander to initiate any special consideration.

Section 2. When vacancies within the Sergeant position are to be filled, such vacancies may be filled by the Chief of Police for training purposes for the newly appointed Sergeant for a period up to six months. The displaced Sergeant, as a result of this training assignment, shall be restored to his shift at the end of the training period.

ARTICLE 14. HEALTH AND SAFETY

Section 1. It is agreed that safety is a prime concern and responsibility of the City, the employees and the Bargaining Unit. In this regard:

a. The City agrees to provide safe working conditions and equipment for members of the Bargaining Unit in conformance with minimum standards of applicable law.

b. Employees and the Bargaining Unit accept the responsibility to follow all safety rules and safe working methods of the City. Employees shall report unsafe working conditions to their supervisors as soon as any unsafe working condition is known.

c. The City and the Bargaining Unit shall consider and discuss safety and health related matters and explore ideas for improving safety at the regularly scheduled Labor Relations meetings. Such matters will not be subject to the grievance procedure contained herein.

Section 2. The City and the Bargaining Unit recognize the Employer's right to require employees to participate in physical agility testing to determine the individual's ability to perform the physical requirements necessary for the duty position.

In connection with the physical agility program, , an on duty physical test will be administered annually between July 1st and September 30th of each year. Employees successfully completing the current Police Officer Professional Standards “POPS” test level will be rewarded with the following incentives:

Maximum Score - \$1,000

Passing Score - \$500

Failing Score – The employee will be retested within 30 days; on the test event(s) they failed. If the employee is still below passing after a retest, an exercise program will be developed to assist the employee with passing the test. Employees needing an exercise program are not eligible to receive incentives in that calendar year.

The current POPS testing requirements will be the standard. Reasonable accommodations may be considered consistent with the Americans with Disabilities Act. The payments will be credited to an employee’s Health Savings Account (HSA) in accordance with federal guidelines governing HSA’s or in the employee’s deferred compensation account of their choice, subject to the terms and limitations of the deferred compensation plan, on the second pay date of October of each year.

ARTICLE 15. WAIVER IN EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the Commonwealth of Kentucky, the Mayor of the City of Paducah, or the Federal or State Legislature, such as acts of God or civil disorder the following conditions of this Agreement may be temporarily suspended by the City:

- a. time limits for the processing of grievances; and,
- b. all agreements relating to the assignment of employees for the duration of the emergency period only.

An emergency declared by the Mayor, as used in this Article, includes only those situations which prevent the normal day-to-day operations of the City.

Section 2. Upon the termination of the emergency grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 16. WORK WEEK & OVERTIME

Section 1. The normal workweek for members of the Bargaining Unit shall be 40 hours per week.

Section 2. All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half times the employee's regular straight time hourly rate. For purposes of this section "hours worked" shall only include hours for which the employee performs services for the Employer, paid holiday leave and vacation leave.

Section 3. In the event an officer reporting for his regular duty is given an assignment prior to the normal commencement time of his shift, the officer shall be considered to be in an on-duty status, with such time being compensable. However, with the approval of the shift commander or superior officer the officer may elect to take an equivalent compensatory time at the end of the shift in lieu of payment.

Section 4. The officer working the overtime may request his shift commander to allow him to take compensatory time in lieu of payment for actual time worked, but if granted, must be taken within the same work week.

Section 5. Officers shall receive a minimum of two (2) hours' time for court appearance and four (4) hours minimum time for call-out time at the appropriate rate of pay when the officer is required to report for court appearance or is required to report for duty outside of his regularly scheduled work shift. Call-out time which starts prior to the regular shift and continues into the employee's regular shift or time worked immediately following the regular shift shall not be eligible for the minimum. Call out time shall be defined as that period of time other than his regular work schedule when an officer is required to perform in his capacity as a police officer under instruction of a superior officer. The two (2) hour minimum shall apply to mandatory staff meetings and staff training when scheduled outside of the regularly scheduled work shift.

Section 6. It is further recognized that from time to time normal shift and hour assignments may be temporarily reassigned for training purposes or other legitimate police functions. Under such circumstances, the 40-hour rule will continue to apply.

Section 7. "Required Court Time" outside the regular schedule of an employee will be calculated on an overtime basis and shall include lunch breaks that occur during the required court time. If court time occurs as a part of the officer's regular shift, overtime will not be paid.

Section 8. Members of the Bargaining Unit will be allowed to exchange duty with other qualified officers up to twelve (12) times per year per City policy as in effect at the time of the exchange. However, no exchange will be permitted if it interferes with the ability of the department to perform special functions or training requirements.

Section 9. Retired officers who are subpoenaed by the Commonwealth Attorney to Circuit Court to testify regarding Paducah Police Department cases they worked will be paid a \$200 per day witness fee.

ARTICLE 17 WAGE RATES

Section 1. Effective July 1, 2026, the members of the Bargaining Unit will receive an 8% wage increase, 2% and 2% July 1, 2027 and July 1, 2028 respectively. These increases will be applied to the base wage rates before any cost-of-living adjustments (COLA's) occur for those years. COLA's will be determined according to Section 8. The July 1, 2026, COLA will be 2.7% and is included in the wage table

below. Actual increases will take effect on the first day of the pay period coincident with or following the effective date of the increase.

Section 2. Police officers with specialty skills utilized by the department outside of their regular assignment, such as: Bomb Technician, K-9, SWAT, Accident Reconstructionist, Hostage Negotiator, Honor Guard, Language Translator, or similar special assignment shall receive additional compensation of fifty dollars (\$50) per bi-weekly pay period. Such "special assignments" shall be made by the Chief of Police and additional compensation shall not be effective until after thirty (30) days of such assignment. Special duty pay shall be discontinued upon reassignment of a police officer to duties other than Bomb Technician, K-9, SWAT, Collision Reconstructionist, Crisis Negotiator, Honor Guard, and Language Translator, or similar special assignment.

Certified Field Training Officer (FTO), Field Training Supervisor (FTS), and Field Training Coordinator (FTC) assigned another officer or recruit shall receive overtime pay as appropriate for hours that are required outside of the regular work schedule to complete work related to the assigned officer/recruit. The actual hourly rate of this classification of employee is \$1.25/hour higher than that shown in the wage rate schedule below.

Police Officers assigned to Investigation duties as a Detective shall receive overtime pay as appropriate for hours that are required outside of the regular work schedule to complete work related to their assignment. The designated-on call detective shall receive one (1) hour overtime per day during on-call status Monday – Friday and two (2) hours overtime per day during on-call status Saturday – Sunday. The actual hourly rate of this classification of employee is \$1.50/hour higher than that shown in the Wage Rate Schedule below.

The Chief of Police with the approval of the City Manager may designate other special duty assignments and pay as deemed appropriate.

Section 3. Based on comparative pay studies, the City may unilaterally increase the wage rate of any bargaining unit position or classification.

Section 4. If during the term of this Agreement, the City negotiates and implements a percentage pay increase for any bargaining unit therein, then, in that event, the City will simultaneously therein adjust the bargaining unit wage scale in this Agreement unless the increase for another bargaining unit is a "catch-up" for a previously deferred pay increase and the "catch-up" is the only reason for the difference. The aforesaid adjustment shall equal, but not exceed, the differential between the percentage amount awarded to the bargaining unit herein and the higher percentage amount granted to any other City Bargaining Unit.

Section 5. Members of the bargaining unit will be paid a shift differential for those employees regularly assigned to one of the following shifts: The shift differential for officers whose duty shift begins at or after 1:00 p.m. will be \$.50/hour; the shift differential for officers whose duty shift begins at or after 6:00 p.m. will be \$1.00/hour. The actual hourly rate for officers receiving shift differential pay is higher than that shown in the Wage Rate Schedule below.

Section 6. Contingent upon approval of the City Manager and the Chief of Police, a newly hired employee from another recognized agency may be given service credit for pay purposes only for

previous law enforcement experience. The maximum credit will be twenty (20) years of full service the new employee brings to the department from a previous employer. Such previous service will have to be from employment that would be considered beneficial to the City's current requirements for police officers' and at least equivalent to that of a current employee with the same amount of service with the department. Lateral hires will accrue vacation and sick time according to new hire policies with the City.

Section 7. Both Parties agree that retired officers of the Paducah Police Department who are rehired for duty status shall not be members of the Bargaining Unit or be covered by the Bargaining Unit's contract with the City of Paducah.

Section 8. Effective July 1, 2026 the cost of living adjustment (COLA) will be paid in accordance with KRS 83A.075(1). The Department for Local Government (DLG) calculates the maximum allowable annual compensation for mayors of cities other than first-class cities by the second Friday in February each year. These calculations are based on the court-established formula application levels for state and local governmental constitutional officers. Adjustments are determined using the Consumer Price Index (CPI) maintained and reported by the U.S. Department of Labor, Bureau of Labor Statistics. A Bureau-issued news release establishes the CPI as of December of the preceding year, at which time the percentage increase for the prior twelve-month period is determined. This percentage will become the City Manager's recommendation to the Board of Commissioners as the annual Cost of Living Adjustment (COLA) for employees. The Commission shall accept the recommendation in good faith as part of their budget adoption process. Each year the City will forward the letter notifying the Union of the amount within five (5) business days of receipt. An updated wage table will be provided at that time. Historical DLG increases can be found on the Kentucky League of Cities website for under Info Central. Members of the bargaining unit will follow the wage rate table below on July 1, 2026.

Position	
SERGEANT	Jul – 26
5 Years	39.42
10 Years	41.40
15 Years	43.46
20 Years	45.64
25+ Years	47.92

Position	
POLICE OFFICERS	Jul-26
1 Years	31.32
3 Years	32.96
5 Years	34.60
10 Years	36.33
15 Years	38.15
20 Years	40.06
25 Years	42.06

Section 9. Each member of the collective bargaining unit shall receive longevity pay as set by the City for all eligible City employees.

ARTICLE 18 CLOTHING ALLOWANCE

Section 1. The City shall determine the appropriate uniform and equipment to be worn by Bargaining Unit members who shall be required to be in proper uniform upon reporting for duty.

Section 2. All probationary candidates in positions included in the Bargaining Unit shall receive an initial clothing allowance of one thousand five hundred dollars (\$1,500) and in the event such member shall fail to serve in the department for more than one (1) year, all clothing purchased with the initial clothing allowance shall be returned to the department.

Section 3. The Department shall furnish all leather items of equipment, except shoes, which items shall remain the property of the department and shall be returned to the department upon the departure of a member from the department for any reason other than retirement.

Section 4. The City shall establish a credit/vendor or commissary system for employee purchases of clothing during the term of this agreement. A one thousand two hundred dollars (\$1200 vendor credit per officer is to be distributed the 1st day of January and each subsequent year during the term of this Agreement. The officer may use his credit at any time during the year to and may carry over any unused amounts to the next year. All non-uniformed personnel covered by the Bargaining Unit agreement shall receive one thousand three hundred dollars (\$1,300) per year allocated in two installments of four hundred fifty dollars (\$450) on the second payday in February and four hundred fifty dollars (\$450) on the second payday in June each year of the contract, with the remaining four hundred dollars (\$400) to be deposited into the vendor credit system in the same manner as uniformed officers. Such disbursement shall be subject to all required withholdings per State and Federal law.

Section 5. Each Bargaining Unit member shall be issued a soft body armor vest at time of initial employment at no cost to the employee. Body armor vests and carriers issued by the City will be replaced at no cost to the employee in accordance with the manufacturer's specifications. The use of such vests will be in accordance with Departmental Policy. Vests will be returned to the City upon replacement or upon the employee's termination of employment.

Section 6. Any official clothing or equipment damaged while on duty will be replaced at no expense to the officer.

Section 7. The City shall continue to issue each member of the Bargaining Unit a handgun which shall remain the property of the City.

Section 8. At any time, the Chief of Police initiates a mandatory change in a Bargaining Unit employee's uniform, then the City agrees to purchase the first set. Other changes will generally require six (6) months advance notice and as far as practical comply with the January distribution of credit.

ARTICLE 19 VACATIONS

All employees of the police department shall receive vacation time as follows:

During the first nine (9) years of employment, vacation time shall accrue per pay period for a total of 120 hours per year.

At the beginning of the tenth year, vacation time shall accrue per pay period for a total of 160 hours per year.

At the beginning of the fifteenth year, vacation time shall accrue per pay period for a total of 200 hours per year.

At the beginning of the twentieth year, vacation time shall accrue per pay period for a total of 240 hours per year.

Each member may accrue up to a maximum of 400 hours of vacation at any one time. Absence for a fraction or part of a day that is chargeable to vacation in accordance with the provisions of this article shall be charged proportionately in an amount not smaller than one (1) hour increments.

No vacation leave shall be credited to any employee until such time as he has worked for the City for six (6) consecutive months, after which time vacation leave shall be credited from the date of employment.

ARTICLE 20 HOLIDAYS

Section 1. The following days during each calendar year are hereby designated as holidays on which all City employees, with the exception of the police department personnel, will be granted a holiday:

- New Year's Day (January 1)
- Martin Luther King Jr. Day
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day
- Veteran's Day (November 11)
- Thanksgiving Day
- The day immediately following Thanksgiving Day
- Christmas Eve (December 24)
- Christmas Day (December 25)
- New Year's Eve (December 31)

and such other general city employee holidays as may from time to time be designated by order of the Board of Commissioners.

Section 2. Any officer in the bargaining unit who because of their shift assignment works a holiday shall receive two (2x) times his regular rate of pay for hours worked on the holiday, plus holiday leave equal to the time worked on said holiday up to eight hours. Premium pay for time worked on a holiday does not count toward hours worked for overtime purposes. Holiday time shall be granted upon the officer's request, at management's discretion, as soon as possible after said holiday.

Members of the bargaining unit who are considered "on call" on a holiday shall receive two (2x) times their regular rate of pay for being on-call on the actual holiday. If called out on the actual holiday, officers shall receive two (2x) times their regular rate of pay for all hours worked on the holiday.

Section 3. When a holiday occurs on an employee's regular scheduled off day, the employee will receive holiday leave of eight (8) hours. Such holiday time shall be granted upon the officer's request, at management's discretion, as soon as possible after said holiday.

Section 4. Holiday leave shall be requested in writing and taken in increments of not less than one (1) hour.

Section 5. Effective July 1, 1993 an employee may accrue maximum balance of 150 hours of holiday leave time. Employees who terminate employment will be paid for accrued holidays up to 150 hours at time of termination.

Section 6. Members of the bargaining unit will be granted one (1) personal day (eight (8) hours) each year of the contract. This personal day must be taken within the calendar year it is earned; it will not be rolled over into the next year. The personal day may be taken upon the officer's request. A maximum of one (1) officer per shift will be granted upon the officer providing supervision with a minimum of 48 hours' notice of their intent to use the personal day.

ARTICLE 21 SICK LEAVE

Section 1. Each member of the bargaining unit regularly employed on a full-time basis shall be entitled to sick leave with pay, and shall be entitled to accrue sick leave. Except as described in Section 4 below, an employee shall accrue sick leave at the rate of 1 1/2 days per month. A month in which a member of the bargaining unit is paid for twelve (12) days or more shall be considered a month of service. A day for which a member of the bargaining unit receives worker's compensation benefits from the City of Paducah or its insurance carrier shall be considered a day for which the employee is paid under this section. Any member of the bargaining unit granted a leave of absence for any other purpose shall not continue to accrue sick leave at the rate prescribed in this section during such absence.

Service for sick leave credit includes all hours in active pay status, including regular non-overtime hours worked, paid vacation, paid sick leave and paid holidays, but not unpaid leave, unpaid suspension, layoff or overtime.

Section 2. Retirement Time Purchase [Applicable only to employees hired prior to 01/01/2014]: When an employee retires the City will purchase one day of retirement credit for each sick day accumulated up to a maximum of one year's retirement credit (242 days). An employee must have a minimum of 50 days accrued sick time at the time of retirement to receive this benefit. This benefit is contingent on CERS approval.

Section 3. Death Benefit: If an employee dies, the surviving spouse or designated beneficiary shall be entitled to the same unused sick leave benefits option as elected by the employee, either the retirement time purchase benefit described in Section 2 above or the payment alternative described in Section 4 below.

Section 4. Payment Alternative: Members of the bargaining unit may elect the following benefit in lieu of the Retirement Time Purchase described in Section 2.

a. Upon retirement, employees electing the payment alternative who have over 50 days of sick leave accumulated shall be paid an amount equivalent to one day's regular pay for all sick days accumulated over 50 days up to a maximum of 70 days pay.

b. Employees electing the payment alternative who have 150 days of sick leave accumulated shall be paid an amount equivalent to one day's regular pay for 1/3 of all sick days accumulated over 150 days. Payment for these sick days shall be no later than the second paycheck in February of the following year.

c. Employees hired after this contract is executed who desire to select this payment alternative in lieu of the retirement time purchase benefit in Section 2 must state their desire in writing to the City Finance Director within 90 days of their date of employment.

d. Employees selecting this benefit in lieu of the retirement time purchase described in Section 2 shall accrue sick days at the rate of 1 1/3 days per month.

e. Employees who selecting this benefit in lieu of the retirement time purchase described in Section may accrue a maximum of 150 days of sick leave. All other employees may accrue a maximum of 247 days of sick leave.

Section 5. A member of the bargaining unit eligible for sick leave with pay shall be granted such leave for the following reasons only:

a. Illness, injury or pregnancy-related condition of the employee.

b. The illness of a member of the bargaining unit member's household, his parents, or children, whether or not said parents or children are a member of the employee's household, who require the employee's personal care and attendance.

c. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.

d. The death of a member of the bargaining unit member's immediate family; provided, however, the employee will be excused from work for a period of three (3) days only beginning with the day of death and ending with the day after the funeral, and the bargaining unit member may be paid for such three (3) days, but any additional time taken during such period shall be deducted from accumulated vacation or holiday leave. ("Immediate family" for purposes of this Article means a spouse, parent, spouse's parent, child [natural, adopted, step, or foster], grandparents, grandparent-in-law, grandchild, sister, brother, sister-in-law, and brother-in-law.)

Section 6. A bargaining unit member on sick leave shall inform the Shift Supervisor or Shift Commander of the fact and reason as soon as possible but at least two (2) hours prior to the start of his scheduled shift, when such notification is possible, and failure to do so within the first day of absence may, at the discretion of the City Manager, be cause for denial of sick leave with pay for the period of absence.

Section 7. Sick leave with pay in excess of three (3) consecutive working days for any reason shall be granted only after presentation of a written statement by a licensed physician certifying that the bargaining unit member was unable to perform the duties of his position. Such statements shall accompany payrolls submitted to the City Finance Director.

Section 8. In special cases, with individual bargaining unit members, where the Chief of Police feels it is necessary to avoid abuse of the sick leave provisions, the Chief of Police may, with the approval of the City Manager, require that bargaining unit member to submit a written statement by a licensed physician for any absence. The bargaining unit member will be notified in advance that he will be required to submit such a statement when he is absent on sick leave.

Section 9. In unusual circumstances, and with the approval of the Chief of Police and the City Manager, sick leave may be taken in advance of accrual up to a maximum of thirty (30) working days; provided, that any bargaining unit member separated from City employment who has been granted sick leave that is unaccrued at the time of such separation shall reimburse leave and, if possible, for this purpose a deduction shall be made from the bargaining unit member's final payroll check.

Section 10. Absence for a fraction or part of a day that is chargeable to sick leave in accordance with the provisions of this article shall be charged proportionately in an amount not smaller than one-quarter hour. The minimum amount charged will not be less than one (1) hour increments.

Section 11. The Chief of Police, with good cause, may require an employee to take an examination, at the expense of the City, conducted by a licensed physician, designated by the City, to determine the physical or mental capacity to perform the duties of his position. Upon receipt of the physician's opinion on fitness, the Employer shall meet with the employee to discuss possible accommodations. Accommodations made by the Employer shall comply with applicable law.

Section 12. Falsification of either the sick leave request or a physician's certificate or using sick leave for purposes other than which it was granted shall be grounds for disciplinary action up to and including discharge.

ARTICLE 22 MILITARY LEAVE

Military leave for any full-time officer that is an active member of the United States Armed Forces, Reserve, or National Guard will receive up to 21 working days of military leave for the purpose of fulfilling state and/or federal active duty orders per Federal Fiscal Year, provided the orders require absence from employment at the City of Paducah. Paid military leave shall not exceed the number of working days actually required to fulfill your orders. Any military leave needed after 21 working days will be charged to vacation leave or leave without pay. The Federal Fiscal Year spans from October 1 – September 30.

Official leave must be requested in order to avoid being dismissed for job abandonment. A copy of your orders and a Leave of Absence form must be provided to your supervisor to initiate this request. The Chief of Police or Designee will forward to HR.

A schedule of training shall be provided to the employee's supervisor at least 90 days in advance, unless emergency activation occurs.

ARTICLE 23 HEALTH INSURANCE

The City will continue to offer a group health insurance plan "Plan" to all full-time employees and/or retirees who qualify for and participate in the City's Plan, whereby participation is defined under the terms and conditions set forth during each annual renewal period or any intervening period as permitted by the summary plan description.

Section 1. If during the term of this agreement, the City chooses to maintain its grandfathered status for the City's self-funded insurance plan in place as of March 23, 2010, it agrees to adhere to the following prescribed mandates currently in effect, in addition to any other limitations imposed by the 2010 Healthcare Reform Legislation as adopted and considering any future amendments, unless repealed:

- a) Elimination of Benefits- The City agrees not to eliminate all or substantially all benefits to diagnose or treat a particular condition under the "Plan."
- b) Increase in Percentage Cost-Sharing- The City agrees not to increase (measured from March 23, 2010) the percentage cost-sharing (e.g., an increase in co-insurance paid by covered employees).
- c) Increases in Fixed-Amount Cost-Sharing- The City agrees to adhere to the regulations governing increases in fixed amount cost-sharing (e.g., deductibles or co-payments) measured from March 23, 2010. The City will not increase fixed cost sharing above an inflationary adjustment of up to 15% above medical inflation fixed-amount cost-sharing other than co-payments (such as a deductible). Medical inflation is defined by reference to the overall medical care component of the Consumer Price Index for All Urban Consumers (CPI-U) (unadjusted) published by the Department of Labor (OMCC). For co-payments, The City agrees not to increase (measured from March 23, 2010) the fixed-amount co-payments above the greater of (1) \$5, increased by medical inflation; or (2) 15% above medical inflation.
- d) Decrease in Rate of Employer Contributions – The City agrees not to decrease its contribution rate (whether based on a formula or on cost of coverage) for any tier of similarly situated individuals by more than 5 percentage points below the contribution rate on March 23, 2010. In the case of a self-insured plan, contributions by an employer or employee organization are equal to the total cost of coverage minus the employee contributions toward the total cost of coverage.

Section 2 If during the term of this agreement, the City chooses to join the KEHP (Kentucky Employees' Health Plan), the City agrees to adhere to the contribution rates as set forth by the State of KY, during renewal and open enrollment windows annually.

Section 3 If during the term of this agreement, the City finds it necessary to seek an alternative arrangement (other than the arrangements described in Sections 1 and 2) for providing health care benefits to its employees, it agrees to provide coverage to its participating employees with cost sharing arrangements, coinsurance, and deductibles that are substantially similar compared to the plan(s) offered for the plan year 2011, unless said benefits have been modified as a result of federal or state legislation. (Appendix A Summary of Benefits)

Section 4 The City will not reimburse for any expenses paid for by any other insurance carrier, including Worker's Compensation or for any other medical expenses which are not covered medical expenses under The Plan or which are not considered as usual, customary or reasonable, or considered medically necessary.

Section 5. If either the Commonwealth of Kentucky or the federal government enacts legislation that modifies the benefits provided bargaining unit employees, nothing in this Article will prevent the City from adhering to the mandates as prescribed by law. .

Section 6. The terms and conditions of the Health Insurance Plan controls as to all questions, including eligibility, benefits provided, and the amount of benefits.

Section 7. The City retains the right to enact procedural changes during the Agreement to attempt to control costs.

ARTICLE 24 LIFE INSURANCE

Section 1. The City agrees to provide life insurance benefits on each employee's life, in the face amount of \$12,500 to be paid upon the employee's death. The City agrees to provide a double indemnity benefit for any officer killed in the line of duty which will be \$50,000 to be paid upon the employee's death.

Section 2. Premiums for life insurance shall be paid by the City of Paducah. All earned dividends on such insurance policy or policies shall be paid to the City and shall become part of the general fund of the City.

Section 3. Retiree Life Insurance will no longer be offered effective July 1, 2026. Any retiree taking coverage prior to that date will be grandfathered in according to the terms of the plan.

Section 4. A copy of the current Life Insurance Policy and any changes in its terms or a change in carriers will be given to the President of the Bargaining Unit.

ARTICLE 25 LIABILITY INSURANCE

The City of Paducah shall, on an annual basis, endeavor to procure police officer liability insurance of sufficient quality and quantity of coverage as to adequately afford protection to the City and its officers. However, it is understood that the City may not be able to achieve desired level of coverage (due to circumstances beyond its control), or may not be able to obtain reasonable rates. In any case, the City shall be sole judge of type coverage to be procured.

ARTICLE 26 STATUS OF BARGAINING COMMITTEE MEMBERS WHILE BARGAINING

Members of the Bargaining Unit, up to a maximum of three (3), shall be allowed to participate in direct contract negotiations while in a pay status for up to two hours per negotiating session. However, if the number of employee hours being spent on such session becomes excessive in management's opinion pay status will not be allowed.

ARTICLE 27 SEVERABILITY

In the event that any provision of this Agreement is found to be contrary to law, it shall be of no further force and effect; but the remainder of the Agreement shall remain in full force and effect.

ARTICLE 28 DURATION

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement the full understandings and agreement reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the entire agreement between parties, and all other agreements written, oral, or otherwise are hereby canceled.

All features of this contract shall remain in full force and effect unless amended or abandoned by mutual agreement through the 30th day of June 2029. If the parties are at impasse on this date then either party may request mediation through the Kentucky Labor Cabinet and the provisions of this Agreement will remain in effect for an additional sixty (60) days.

Section 2. Between November 1 and 15, of 2028, either party may request in writing that negotiations be opened to modify or renew this Agreement. Within 10 days of receipt of the request to open negotiations the parties will meet and schedule at least four (4) negotiating meetings to be held between January 2 and March 1, 2029. Failure to reach tentative agreement in this timeframe may result in a forty-five (45) day suspension of negotiations. On or about April 16 negotiations will resume and if the parties come to an impasse, either party may request mediation services through a mutually agreed upon mediator and the current Bargaining Agreement will be extended for sixty (60) days.

Section 3. Nothing in this contract shall preclude the parties from mutually agreeing in writing to amend the contract at any other time.

Signature Page

IN WITNESS WHEREOF, the parties have hereunto set their hand this ____ day of
March 2026. This Agreement, approved by final ordinance shall become effective July 1, 2026.

For the City of Paducah, Kentucky:

For the Paducah Police
Department Bargaining Unit:

George P. Bray

Mayor

Corey Willenborg

President

Agenda Action Form Paducah City Commission

Meeting Date: March 24, 2026

Short Title: Consensual annexation of 224 Berger Road - **J. FOWLER-SOMMER**

Category: Ordinance

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

Background Information: The property owner, Dr. John Kenney, has requested consensual annexation into the City of Paducah. The lot is Lot F on plat H, page 415 and encompasses 16,143 square feet. An orthopedic doctor's office is located on the site. Dr. Kenney wishes for the site to be initially zoned R-4 High Density Residential, which includes medical offices.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. ORD Annex – Consensual - 224 Berger Road
2. PLAT (Final) - Kenney Properties Annexation_030526
3. Legal Description_224 Berger_Signed-Sealed
4. City of Paducah Annexation Letter
5. Signed Fiscal Court letter

ORDINANCE NO. 2026-_____ - _____

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

WHEREAS, the property, approximately .371 acres of land located at 224 Berger Road, is contiguous to the boundaries of the City of Paducah and particularly and accurately set out in the legal description below; and

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

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

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

WHEREAS, on January 23, 2026, John M. Kenney, owner of the property, requested said consensual annexation in writing to the Board of Commissioners through the Paducah Planning Department; and

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

WHEREAS, the City issued notice of said execution to the McCracken County Fiscal Court on March 5, 2026; and

WHEREAS, the City of Paducah now wishes to enact An Ordinance annexing the land described herein.

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

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

**Tract Description - 224 Berger Road, Paducah, KY 42001
DB 1308, Page 232, Tax Map No.: 096-34-17-004**

Lot F

Being a parcel lying in McCracken County, Kentucky south of Berger Road and east of US Highway 45 – Lone Oak Road, more particularly being known as Lot F as shown on multiple waivers of subdivision for Medland Associates (PB H-415, PB H-588, PB H-682), the Kenney Properties, LLC property as recorded in Deed Book 1308 Page 232, McCracken County Clerk's Office, Commonwealth of Kentucky, and being more particularly described as follows:

Beginning at a found 1/2" rebar with no cap, being the northeast corner of Lot F, having the Kentucky State Plane Single Zone coordinates of N: 3,558,258.88' and E: 4,078,499.04', being in the south line of the Dome Enterprises, LLC property (Lot B; DB 1075, PG 130) and being a corner to EMD Properties, LLC (Lot G; DB 1330, PG 29);

Thence from the point of beginning along the EMD Properties, LLC property, South 22° 59' 21" West, a distance of 105.56 feet to a found 1/2" rebar with no cap, being in the north line of the Basil N. & Eugenia Drossos property (Tract 1; DB 1371, PG 688; PB L-1560);

Thence, with the Drossos property, North 57° 34' 19" West, a distance of 69.20 feet to a 1/2"x24" rebar with cap marked "Pin Oak Eng PLS 4621", set this survey;

Thence, South 30° 36' 47" West, a distance of 35.62 feet to a 1/2"x24" rebar with cap marked "Pin Oak Eng PLS 4621", set this survey;

Thence, North 62° 35' 10" West, a distance of 66.92 feet to a found 1/2" rebar with no cap, being a corner to the Cumberland Trace Legal Services, Inc. property (Lot E; DB 1446, PG 563);

Thence, with the Cumberland Trace Legal Services, Inc. property, North 23° 04' 29" East, a distance of 127.17 feet to a corner, also being a corner to the Dome Enterprises, LLC property (Lot A; DB 1344, PG 29), said corner lying North 23° 50' 13" East, a distance of 38.30 feet from a found mag nail, said mag nail lies west 0.5 feet from the property line;

Thence, South 66° 55' 15" East, a distance of 109.84 feet to a found 1/2" iron pin with cap marked "LS 1842", in the line of Lot B;

Thence, South 22° 59' 21" West, a distance of 3.00 feet to a point;

Thence, South 67° 41' 18" East, a distance of 29.68 feet to the point of beginning containing 0.371 acres (16,143 square feet).

As surveyed by Pin Oak Engineering PLLC, Christopher Kyle Joiner, PLS #4621 on March 4, 2026.

There is a 20' and 23' ingress, egress and utility easement across the north portion of this lot as established on Plat Book H, Slide 415.

The description is accurate to the best of my knowledge and belief.

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

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, March 24, 2026

Adopted by the Board of Commissioners, _____

Recorded by Paducah City Clerk, _____

Published by *The Paducah Sun*, _____

ORD\Plan\Annex – Consensual 224 Berger Road

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of Ordinance 2026-____ - _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

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

Lindsay Parish, City Clerk

BOUNDARY SURVEY
McCRACKEN COUNTY KY

OWNER
KENNEY PROPERTIES LLC
449 LEWIS HARGETT CIRCLE, SUITE 110
LEXINGTON, KY 40503

CLIENT
CITY OF PADUCAH
300 SOUTH 5TH STREET
PADUCAH, KY 42003

PROPERTY ADDRESS
224 BERGER ROAD
PADUCAH, KY 42003

SOURCE(S) OF TITLE
DEED BOOK 1308, PAGE 232
PLAT BOOK H, SLIDE 415

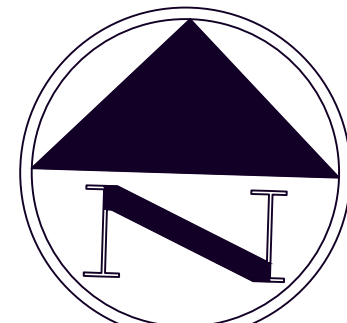
LEGEND

- 1" PIPE EXIST. IRON PIN (FOUND AS NOTED)
1/2" X 24" IRON PIN WITH PLASTIC CAP
STAMPED "PIN OAK ENG PLS 4621"
SET THIS SURVEY
- EXIST. CONCRETE MONUMENT
MEANDER POINT
TREE
FENCE POST
MAG NAIL (FOUND AS NOTED)
- PROPERTY LINE
LINE TO BE ESTABLISHED
LINE TO BE ABOLISHED
RIGHT OF WAY LINE
M.B.S.L. (MINIMUM BUILDING SETBACK LINE)
EASEMENT
FENCE
EDGE OF PAVEMENT
CENTERLINE OF ROAD
CITY LIMITS

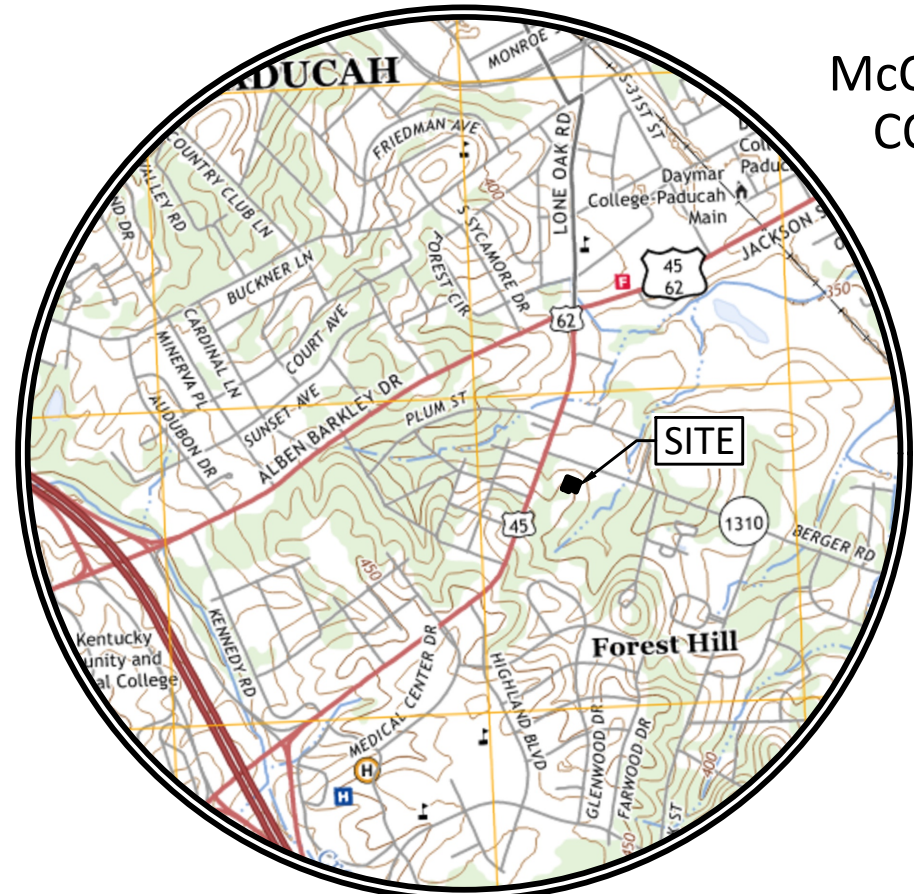
PLAT NOTES

- THIS SURVEY WAS PERFORMED USING A CHCNV DUAL FREQUENCY, REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM ROVER AND LOCAL BASE STATION (CHCNV 183); 4171814 ROVER (CHCNV 189); 4224639. REDUNDANT AND REPETITIVE MEASUREMENTS WERE TAKEN TO INSURE CORRECT POSITIONS OF ALL DATA THE RELATIVE POSITIONAL ACCURACY EXCEEDS THE ACCURACY STANDARDS FOR AN URBAN SURVEY, AS ESTABLISHED BY THE KENTUCKY REVISED STATUTES STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS PER 201 KAR 18:150 (0.05'+100PPM). ALL COORDINATES AND BEARING DATA IS BASED UPON THE KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, NAVD 88, GEOID 18. MULTIPLE REDUNDANT MEASUREMENTS WERE TAKEN ON EACH PROPERTY CORNER, EACH MEASUREMENT EXCEEDING A TOLERANCE OF 0.04' FOR POSITIONAL ACCURACY. TRAVERSE IS UNADJUSTED.
- THE BEARINGS SHOWN ARE REFERENCED FROM KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE.
- THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" OTHER AREAS, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FEMA FIRM MAP NUMBER 21145C0142F DATED EFFECTIVE NOVEMBER 2, 2011.
- NO VISIBLE EASEMENTS OR CLAIMS OF EASEMENT WERE FOUND THROUGH PHYSICAL INSPECTION OTHER THAN THOSE SHOWN HEREON.
- THIS PLAT OF SURVEY REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY, HOWEVER THIS SURVEY IS SUBJECT TO FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.
- NO CEMETERIES WERE OBSERVED DURING THE COURSE OF THIS SURVEY.
- THIS PROPERTY IS SERVED BY PUBLIC WATER, CONTACT PADUCAH WATER.
- THIS PROPERTY IS SERVED BY PUBLIC SEWERS, CONTACT THE MCCRACKEN-PADUCAH JOINT SEWER AGENCY.
- ENCROACHMENTS, IF ANY, OBSERVED DURING THE COURSE OF THIS SURVEY ARE SHOWN HEREON.

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED
ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY
AGREEMENT IN WRITING WITH PIN OAK ENGINEERING PLLC.



KENTUCKY STATE PLANE
COORDINATE SYSTEM
SINGLE ZONE



VICINITY MAP
SCALE: 1" = 2,000'

CERTIFICATE OF ACCURACY

I, CHRISTOPHER KYLE JOINER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF KENTUCKY; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED UNDER MY SUPERVISION ON FEBRUARY 9th & MARCH 2nd, 2026, AND THAT ALL MEASUREMENTS AS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Christopher Kyle Joiner
CHRISTOPHER KYLE JOINER
KENTUCKY PLS #4621

3/5/2026
DATE



KENNEY PROPERTIES LLC PROPERTY
SURVEYED FOR THE CITY OF PADUCAH

224 BERGER ROAD
PADUCAH, KY 42003
McCRACKEN COUNTY

BOUNDARY SURVEY

INTENT

THE INTENT OF THIS SURVEY IS TO RETRACE THE BOUNDARIES OF THE KENNEY PROPERTIES LLC PROPERTY AS DESCRIBED IN DEED BOOK 1308, PAGE 232, & PLAT BOOK H, SLIDE 415 FOR ANNEXATION INTO THE CITY OF PADUCAH.

0 40 80
Feet

SCALE: 1" = 20'

DATE OF SURVEY: 02/09/2026
MONUMENTS SET: 03/04/2026

SHEET NO.
1.0

SHEET 1 OF 1

26015

3.5.2026

Tract Description
224 Berger Road
Paducah, KY 42001
DB 1308, Page 232
Tax Map No.: 096-34-17-004

Lot F

Being a parcel lying in McCracken County, Kentucky south of Berger Road and east of US Highway 45 – Lone Oak Road, more particularly being known as Lot F as shown on multiple waivers of subdivision for Medland Associates (PB H-415, PB H-588, PB H-682), the Kenney Properties, LLC property as recorded in Deed Book 1308 Page 232, McCracken County Clerk's Office, Commonwealth of Kentucky, and being more particularly described as follows:

Beginning at a found 1/2" rebar with no cap, being the northeast corner of Lot F, having the Kentucky State Plane Single Zone coordinates of N: 3,558,258.88' and E: 4,078,499.04', being in the south line of the Dome Enterprises, LLC property (Lot B; DB 1075, PG 130) and being a corner to EMD Properties, LLC (Lot G; DB 1330, PG 29);

Thence from the point of beginning along the EMD Properties, LLC property, South 22° 59' 21" West, a distance of 105.56 feet to a found 1/2" rebar with no cap, being in the north line of the Basil N. & Eugenia Drossos property (Tract 1; DB 1371, PG 688; PB L-1560);

Thence, with the Drossos property, North 57° 34' 19" West, a distance of 69.20 feet to a 1/2"x24" rebar with cap marked "Pin Oak Eng PLS 4621", set this survey;

Thence, South 30° 36' 47" West, a distance of 35.62 feet to a 1/2"x24" rebar with cap marked "Pin Oak Eng PLS 4621", set this survey;

Thence, North 62° 35' 10" West, a distance of 66.92 feet to a found 1/2" rebar with no cap, being a corner to the Cumberland Trace Legal Services, Inc. property (Lot E; DB 1446, PG 563);

Thence, with the Cumberland Trace Legal Services, Inc. property, North 23° 04' 29" East, a distance of 127.17 feet to a corner, also being a corner to the Dome Enterprises, LLC property (Lot A; DB 1344, PG 29), said corner lying North 23° 50' 13" East from a found mag nail, said mag nail lies west 0.5 feet from the property line;

Thence, South 66° 55' 15" East, a distance of 109.84 feet to a found 1/2" iron pin with cap marked "LS 1842", in the line of Lot B;

Thence, South 22° 59' 21" West, a distance of 3.00 feet to a point;

Thence, South 67° 41' 18" East, a distance of 29.68 feet to the point of beginning containing 0.371 acres (16,143 square feet).

As surveyed by Pin Oak Engineering PLLC, Christopher Kyle Joiner, PLS #4621 on March 4, 2026.

There is a 20' and 23' ingress, egress and utility easement across the north portion of this lot as established on Plat Book H, Slide 415.

The description is accurate to the best of my knowledge and belief.

STATE OF KENTUCKY
CHRISTOPHER
KYLE
JOINER
4621
LICENSED
PROFESSIONAL
LAND SURVEYOR
3/5/2026

1/23/26

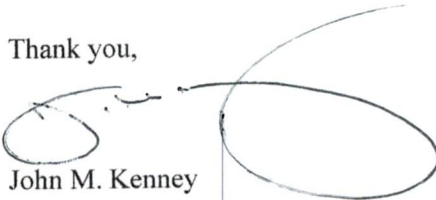
City of Paducah Planning Department
Attn: Joshua P. Fowler-Sommer
300 South 5th Street
Paducah, KY 42003

Re: Annexation request

Dear Josh:

I, John M. Kenney, am requesting annexation of 224 Berger Road into the City of Paducah, pursuant to KRS 81A.412. This parcel totals approximately .39 acre and meets the requirement of KRS 81A.410. I request to utilize the City of Paducah Real Estate property tax incentive for this property and the one-year sanitation pick up. It is further requested that this parcel be initially zoned High-Density Residential Zone (R-4) upon annexation.

Thank you,



John M. Kenney