



**CITY COMMISSION MEETING
AGENDA FOR JULY 14, 2026
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

PUBLIC COMMENTS

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for June 23, 2026 Board of Commissioners Meeting
	B.	Receive & File Documents
	C.	Appointment of Carolyn Roof to the Tree Advisory Board
	D.	Personnel Actions
	E.	Approval of Lease Agreement for Probation & Parole Office Facility - C. YARBER
	F.	Authorize Payment to Clean Earth, Inc. in an amount of \$58,031.76 for Household Hazardous & Electronic Waste Collected during 2026 Clean-Up Day - C. YARBER
	G.	Adopt and Approve a Memorandum of Agreement between the City of Paducah and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways in the amount of \$101,000 for the Levin Avenue Resurfacing Project - G. GUEBERT
	H.	Authorize Renewal Application for Local Expanded Jurisdiction. G. CHERRY

	II.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Text Amendment of Sections 126-69 Mobile Home Parks and 126-79 Qualified Manufactured Homes of the Paducah Zoning Ordinance - J. FOWLER-SOMMER
		B.	Text Amendment of Section 126-102 Low Density Residential Zone, R-1 of the Paducah Zoning Ordinance - J. FOWLER-SOMMER
		C.	Text Amendment of Section 126-103 Low & Medium Density Residential Zone, R-2 of the Paducah Zoning Ordinance - J. FOWLER-SOMMER
		D.	Amend Code of Ordinances Chapter 2, Article VIII related to Procurement - L. PARISH
		E.	Approve the Agreement between the City of Paducah and the Professional Firefighters of Paducah, Local 168, International Association of Firefighters - S. WILCOX
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Approve a Telecommunications Franchise Agreement with Uniti - L. PARISH
	IV.	<u>DISCUSSION</u>	
		A.	BUILD Project Update - G. GUEBERT
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VI.	<u>EXECUTIVE SESSION</u>	

June 23, 2026

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, June 23, 2026, at 5:00 p.m. CDT, (6:00 p.m. EDT), in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Bray presided. Upon call of the roll by City Clerk, Lindsay Parish, the following answered to their names: Commissioners Smith, Thomas, Wilson, and Mayor Bray (4). Commissioner Henderson was unable to attend the meeting.

INVOCATION

Commissioner Wilson led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

NEW EMPLOYEE INTRODUCTIONS

Deputy Chief of Fire Prevention Greg Cherry introduced new Code Enforcement Officers Nick Smith and Shawn Bell.

CONSENT AGENDA

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

I(A)	Approve Minutes for the June 9, 2026, Board of Commissioners Meeting
I(B)	Receive and File Documents: <u>Contract File:</u> 1. C. J. Mahan Construction Company, LLC - Agreement For Pump Station #11 Pump Repair Project – MO #3255 2. Change Order #3 – Jim Smith Contracting – BUILD Grant Project – MO #3256 3. Contract with Kroll – MO #3257 4. Amendment 12 – Federal Engineering – Radio System Operations & Maintenance Support – MO #3259 5. Employment Agreement – Joseph Hayes – Paducah Police – MO #3260 6. Contract For Services – Uppertown Heritage Foundation – MO #3i261 7. Payment Agreement – Telecommunications Franchise Fees – Quad State Internet – No Commission Action <u>Bids and Proposals File:</u> 1. Greenway Trail Phase 7 – Southside Expansion Project a. GAI Consultants, Inc. b. BFW Engineering – MO #3166 2. Pump Station #5 – Pipe Lining Project a. Municipal Contractors Sealing Products MO #3255 b. Robinson Pipe & Cleaning c. Temple & Temple Excavating & Paving d. New River Engineers, Inc.

June 23, 2026

I (C)	Reappointment of Dr. Simone Fearon to the Paducah-McCracken County Senior Citizens Board. This term shall expire June 30, 2029.
I(D)	Reappointment of Staci Drake and Mary Katherine Dossett and appointment of Marcia Harbison to replace Ronna Ward, whose term has expired and Parker Jaco to replace Kathleen McHaney, who resigned, to the Civic Beautification Board. Said terms shall expire July 1, 2030, and July 1, 2027, respectively.
I(E)	Appointment of Danny Evitts to the Paducah-McCracken County Joint Sewer Agency to replace Susan Phelps Carr, whose term will expire July 1, 2026. This term shall run from July 1, 2026, to June 30, 2030.
I(F)	Reappointment of Thomas Whittemore and appointment of Herbert Gregory to replace Laura Grumley whose term will expire July 1, 2026, to the Paducah Transit Authority Board. Said terms shall run July 1, 2026, through June 30, 2030.
I(G)	Reappointment to the Paducah-McCracken County Convention Center Corporation Board of Sheryl Chino and Joint Appointment of Anthony (Tony) Andrews, to replace Kimberly Davis,10 whose term expired June 30, 2030. Said terms shall expire June 30, 2029.
I(H)	Personnel Actions
I(I)	A MUNICIPAL ORDER DECLARING CERTAIN REAL PROPERTY GENERALLY LOCATED AT 1301, 1303, AND 1305 NORTH 6TH STREET, PADUCAH, KENTUCKY, AS SURPLUS PROPERTY; APPROVING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND THE PADUCAH-MCCRACKEN JOINT SEWER AGENCY; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE (MO #3265; BK 14)
I(J)	A MUNICIPAL ORDER APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PADUCAH AND POLICE OFFICER MATTHEW WENTWORTH, AND AUTHORIZING THE MAYOR TO EXECUTE SAME (MO #3266; BK 14)
I(K)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO APPLY TO THE KENTUCKY TRANSPORTATION CABINET FOR LOCAL ASSISTANCE ROAD PROGRAM (LARP) FUNDS, AND AUTHORIZING THE ACCEPTANCE OF ANY AND ALL FUNDS AWARDED (MO #3267; BK 14)
I(L)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY TO APPLY TO THE KENTUCKY TRANSPORTATION CABINET FOR THE HB 501 GRANT POOL FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #3268; BK 14)
I(M)	A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY KENTUCKY LEAGUE OF CITIES FOR WORKERS' COMPENSATION, LIABILITY INSURANCE, AND PROPERTY INSURANCE COVERAGE IN A TOTAL AMOUNT OF \$1,362,381 FOR THE CITY OF PADUCAH AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #3269; BK 14)
I(N)	A MUNICIPAL ORDER ADOPTING THE TITLE VI PROGRAM PLAN FOR THE CITY OF PADUCAH FOR JULY 1, 2026 THROUGH JUNE 30, 2027 (MO #3270; BK 14)
I(O)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE SUBAWARD AGREEMENT WITH ANDREW MCGLENON (PEM ENTERPRISES), TO REVISE THEIR SCOPE OF WORK (MO #3271; BK 14)
I(P)	A MUNICIPAL ORDER DECLARING THE REAL PROPERTY LOCATED AT 1411 BURNETT STREET, PADUCAH, KENTUCKY TO BE SURPLUS PROPERTY, ACCEPTING THE BID OF JERAMIE SORINA OF KENTUCKY MODERN HOUSING DEVELOPMENT, LLC IN THE AMOUNT OF ONE DOLLAR (\$1.00) AND

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	AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ALL DOCUMENTS RELATED TO SAME (MO #3272; BK 14)
I(Q)	A MUNICIPAL ORDER AUTHORIZING THE SOLE SOURCE PURCHASE OF CANDIDATE PHYSICAL AGILITY TEST (CPAT) EQUIPMENT FROM CPAT DISTRIBUTION, INC. IN THE AMOUNT OF \$74,895.80, IN ACCORDANCE WITH KRS 45A.380, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #3273; BK 14)

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

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

MUNICIPAL ORDER

APPROVE SECOND ADDENDUM TO THE DEVELOPMENT AGREEMENT WITH C.I.R.CO FOR THE KRESGE LOT REDEVELOPMENT

Commissioner Smith offered Motion, seconded by Commissioner Thomas, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A SECOND ADDENDUM TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, C.I.R.CO PROPERTIES, LLC, AND 314 CONDOMINIUMS ASSOCIATION CORP. FOR THE PROPERTY LOCATED AT 318 BROADWAY STREET.”

Adopted on call of the roll yeas, Commissioners Smith, Thomas, Wilson, and Mayor Bray (4).
(MO #3274; BK 14)

APPROVE CONTRACT WITH YOUNGBLOOD EXCAVATING & CONTRACTING LLC – CLEMENTS STREET-FARLEY PLACE SIDEWALK PROJECT NOT TO EXCEED \$205,000

Commissioner Thomas offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, ““A MUNICIPAL ORDER APPROVING A CONTRACT WITH YOUNGBLOOD EXCAVATING & CONTRACTING, LLC IN AN AMOUNT NOT TO EXCEED \$205,000 FOR THE CLEMENTS STREET-FARLEY PLACE SIDEWALK PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.”

Adopted on call of the roll yeas, Commissioners Smith, Thomas, Wilson, and Mayor Bray (4).
(MO #3275; BK 14)

APPROVED CONTRACT WITH PADUCAH MAIN STREET IN THE AMOUNT OF \$65,000 FOR THE 32ND BBQ ON THE RIVER

Commissioner Wilson offered Motion, seconded by Commissioner Thomas, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING AND

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

Adopted on call of the roll yeas, Commissioners Smith, Thomas, Wilson, and Mayor Bray (4).
(MO #3276; BK 14)

ORDINANCE ADOPTION

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

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

Adopted on call of the roll yeas, Commissioners Smith, Thomas, Wilson and Mayor Bray (4).
(ORD 2026-06-8880; BK 37)

ORDINANCE INTRODUCTION

TEXT AMENDMENT SECTIONS 126-69 MOBILE HOME PARKS AND 126-79 QUALIFIED MANUFACTURED HOMES OF THE PADUCAH ZONING ORDINANCE

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

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

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

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

Commissioner Smith offered Motion, seconded by Commissioner Thomas, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 126-103 LOW AND MEDIUM DENSITY RESIDENTIAL ZONE, R-2 OF THE CODE OF ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This Ordinance amends the Paducah Zoning Ordinance to update the R-2 Low and Medium Density Residential Zone by requiring all new single-story homes to have a roof pitch of at least 5:12 and a permanent foundation. The amendment is intended to maintain neighborhood character and ensure compatibility of qualified manufactured homes, as permitted under KRS 100.348. The Paducah Planning Commission held a public hearing on June 1, 2026, and subsequently forwarded a favorable recommendation that the City Commission approve the proposed text amendment.

CONSENSUAL ANNEXATION OF 435 & 485 BERGER ROAD

Commissioner Thomas offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY ANNEXING CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND ACCURATELY DEFINING THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS.” This Ordinance is summarized as follows: The City of Paducah hereby approves the consensual annexation of certain tracts of property contiguous to the present city limits, located at 435 and 485 Berger Road, containing approximately 30.78 acres.

June 23, 2026

CITY MANAGER COMMENTS

- Reminder that City offices will be closed on Friday, July 3, to observe the Independence Day Holiday.
- Reminded everyone about rules concerning fireworks within the City limits. It is legal to purchase them, but it is NOT illegal to discharge them.

Commissioner Smith commented that this seems to be an inconsistency in the law.

MAYOR COMMENTS

The City will celebrate the 250th birthday of America on Saturday, July 4. Bands will begin playing at 1:00 and will play throughout the day. Fireworks will start around 9:00.

EXECUTIVE SESSION

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

- Discussions of proposed or pending litigation against or on behalf of the public agency KRS 61.810(1)(c)
- A specific proposal by a business entity where public discussion of the subject matter would jeopardize the location, retention, expansion or upgrading of a business entity, as permitted by KRS 61.810(1)(g)

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

RECONVENE IN OPEN SESSION

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

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

ADJOURN

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

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

MEETING ADJOURNED: 6:40 p.m.

June 23, 2026

ADOPTED: July 14, 2026.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

July 14, 2026

RECEIVE AND FILE DOCUMENTS:

Minute File:

1. Letter from Paducah Power System dated June 10, 2026 – Re: Electric Rates

Deed File:

1. Commissioner's Deed – 1416 South 10th Street
2. Commissioner's Deed – 1202 Tennessee Street

Contract File:

1. Subrecipient Agreement between City of Paducah and PEM Enterprises, Inc. Paul Bruhn Preservation SubGrant – MO #3174
2. Subrecipient Agreement between City of Paducah and The Market House Theatre Paul Bruhn Preservation SubGrant – MO #3174
3. Subrecipient Agreement between City of Paducah and Eggs All Runny Properties (Sara Bradley) – MO #3174 Paul Bruhn Preservation SubGrant – MO #3174
4. Tetra Tech – Brownfield Assessment Grant – MO #3185
5. Development Agreement – City of Paducah and Hamilton Place Properties, LLC – Meharry Medical College - MO #3234
6. Annual Action Plan – Community Development Block Grant – MO #3239
7. Contract For Services – Allied Contracting – Mayor's Office Alterations – MO #3250
8. Contract For Services – Window Energy Film, Inc. – MO #3251
9. Real Estate Purchase Agreement – City of Paducah and Paducah-McCracken County Joint Sewer Agency (JSA) – property located at 1301, 1303, 1305 North 6th Street MO #3265
10. Employment Agreement – Matthew Wentworth – MO #3266
11. Title VI Program Plan – City of Paducah – MO #3270
12. Revised Scope of Work and Budget – Paul Bruhn Subgrant – PEM Enterprises – MO #3271
13. Second Addendum to Development Agreement – C.I.R.CO Properties – Kresge Lot – MO #3274
14. Contract For Services – Youngblood Excavating – Clements Street-Farley Place Sidewalk Project – MO #3275
15. Contract For Services – Paducah Main Street – BBQ on the River 2026 – MO #3276
16. Entertainment Destination Center Agreement – Doe Max, LLC (Max's Brick Oven) – No Commission Action – signed by City Manager Jordan
17. Entertainment Destination Center Agreement – The Johnson Bar (MAP Dreams, LLC) – No Commission Action – signed by City Manager Jordan
18. Entertainment Destination Center Agreement – Frank Dietiker, Jr. – Abstraction Spirits LLC – No Commission Action – signed by City Manager Jordan
19. Training Proposal – City of Paducah and Kentucky League of Cities – Board Training on June 12, 2026 – no Commission Action – signed by Lindsay Parish, City Clerk
20. Memorandum of Understanding between the City and the McCracken County PVA – Ord 2026-06-8880

CITY OF PADUCAH
July 14, 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



Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
July 14, 2026**

NEW HIRES - FULL-TIME (F/T)						
CUSTOMER EXPERIENCE	POSITION	RATE	NCS/CS	FLSA	EFFECTIVE DATE	
Armstrong, Lea Ann	Customer Experience Representative	\$23.12/hr	NCS	Non-Ex	July 23, 2026	
PUBLIC WORKS						
Griffin, Raymond A.	Fleet Mechanic II	\$26.00/hr	NCS	Non-Ex	July 9, 2026	
PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (FULL-TIME)						
FINANCE	PREVIOUS POSITION AND BASE RATE OF PAY	CURRENT POSITION AND BASE RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE	
Cole, Corie	Accountant	Accountant	NCS	Ex	April 16, 2026	
	\$31.37/hr	\$32.31/hr				
Cole, Corie	Accountant	Accountant	NCS	Ex	June 25, 2026	
	\$32.31/hr	\$33.18/hr				
Kyle, Audra	Finance Director	Finance Director	NCS	Ex	June 11, 2026	
	\$75.12/hr	\$77.00/hr				
Kyle, Audra	Finance Director	Finance Director	NCS	Ex	June 25, 2026	
	\$77.00/hr	\$79.08/hr				
FIRE - SUPPRESSION						
Wicker, Landon R.	Firefighter Appointee	Firefighter	NCS	Non-Ex	June 25, 2026	
	\$16.26/hr	\$17.03/hr				
PARKS & RECREATION						
Wallace, Bruce	ROW Maitenance	Laborer	NCS	Non-Ex	June 25, 2026	
	\$20.45/hr	\$24.89/hr				
PLANNING						
Fowler-Sommer, Joshua	Planner III	Assistant Director of Planning	NCS	Ex	June 9, 2026	
	\$38.95/hr	\$40.00/hr				
Fowler-Sommer, Joshua	Assistant Director of Planning	Assistant Director of Planning	NCS	Ex	June 25, 2026	
	\$40.00/hr	\$48.00/hr				
PUBLIC WORKS						
Crouch, Randal	Assistant Director of Public Works	Assistant Director of Public Works	NCS	Ex	January 22, 2026	
	\$55.01/hr	\$56.66/hr				
Crouch, Randal	Assistant Director of Public Works	Assistant Director of Public Works	NCS	Ex	June 25, 2026	
	\$56.66/hr	\$58.19/hr				
TECHNOLOGY						
Stuber, Eric	Technology Director	Technology Director	NCS	Ex	June 11, 2026	
	\$61.05/hr	\$62.88/hr				
Stuber, Eric	Technology Director	Technology Director	NCS	Ex	June 25, 2026	
	\$62.88/hr	\$64.58/hr				
TERMINATIONS - FULL-TIME (F/T)						
POLICE	POSITION	REASON			EFFECTIVE DATE	
Lang, Steven A.	Police Officer	Resignation			June 20, 2026	
Cissel, Taylor	Police Officer	Resignation			July 1, 2026	

Agenda Action Form

Paducah City Commission

Meeting Date: July 14, 2026

Short Title: Approval of Lease Agreement for Probation & Parole Office Facility - **C. YARBER**

Category: Municipal Order

Staff Work
By: Marcey
Simmons
Presentation
By: Chris
Yarber

Background Information: Request approval of a new lease agreement for the Probation & Parole Building. The current lease extension will expire on June 30, 2026. The proposed new lease term will begin July 1, 2026, and continue through June 30, 2027. The agreement includes two (2) optional one-year renewal terms. Lease payments will be based on 6,866 square feet at a rate of \$14.00 per square foot annually.

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: For the Mayor and Board of Commissioners to approve the Municipal Order authorizing the execution of a new lease agreement with the Commonwealth of Kentucky Department of Corrections for the facility located at 400 S. 6th Street, Paducah, Kentucky, for the period of July 1, 2026, through June 30, 2027, with two optional one-year renewal terms, and to authorize the Mayor to execute all related lease documents on behalf of the City.

Attachments:

1. MO - Lease - Commonwealth of KY - Probation and Parole 400 S. 6th Street
2. PR-4096 (McCracken) DOC Lease

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF PADUCAH AND THE COMMONWEALTH OF KENTUCKY DEPARTMENT OF CORRECTIONS FOR LEASE OF THE FACILITY LOCATED AT 400 SOUTH 6TH STREET

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a Lease Agreement between the City of Paducah and Commonwealth of Kentucky Department of Corrections for property located at 400 South Sixth Street. Lease payments shall be based on 6,866 square feet at a rate of \$14.00 per square foot (\$96,124 annually) and shall be paid in quarterly installments of \$24,031 each.

SECTION 2. The term of the aforesaid lease authorized in Section 1 above shall be an initial period of one year, commencing July 1, 2026, and expiring on June 30, 2027, with a one-year automatic extension to June 30, 2028, and an additional one-year extension to June 30, 2029, if both parties agree. Further, the lease includes a termination provision to allow the Commonwealth to terminate the lease upon 30-days written notice.

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, July 14, 2026
Recorded by Tammara S. Brock, City Clerk, July 14, 2026
\\mo\\Lease - Commonwealth of KY - Probation and Parole 400 S. 6th Street

COMMONWEALTH OF KENTUCKY LEASE AGREEMENT

LEASE/PR #	PR-4096, McCracken County	AGENCY/DEPARTMENT	Department of Corrections
INITIAL ENCUMBRANCE	\$	DIVISION	
ANNUAL ENCUMBRANCE	\$96,124.00	DATE	June 1, 2026
VENDOR CODE #	KY0033652	BUILDING CODE #	9052201

THIS LEASE, entered into between: **City of Paducah**, whose address is: **PO Box 2267, Paducah KY, 42003** (Business Phone: **270-444-8511**), his heirs and assigns, hereinafter called the “Lessor”, and the COMMONWEALTH OF KENTUCKY, hereinafter referred to as the “Commonwealth”;

WITNESSETH, that for the consideration hereinafter mentioned, the parties hereto agree as follows:

1a. The Lessor hereby leases to the Commonwealth and agrees to keep in quiet and peaceful possession the following described premises with its appurtenances; property located at **400 South 6th Street, Paducah, KY, 42002**, in the County of **McCracken**.

1b. Said premises consisting of **6,866** square feet are to be rented at the cost of **\$14.00** per square foot and will be used by the Commonwealth for **Office** space.

2. The Commonwealth agrees to pay rent to the Lessor for the leased premises at the rate of **\$24,031.00**, payable **Quarterly**. The Lessor shall provide the Commonwealth with the following services: **Utilities**; with **Twelve (12)** reserved parking spaces.

3. Subject to the limitations imposed by law and as provided in paragraphs 5 and 6 of this Lease, the term during which the Lease shall be effective shall begin **July 1, 2026**, and end **JUNE 30, 2027**.

4. This Lease shall be extended automatically upon the same terms and conditions herein for further periods of 12 months, not to exceed **Two (2)** extension period(s) unless the Commonwealth shall give the Lessor written notice **30** days prior to the expiration of the term or any extension that it will not be extended; no extension shall prolong the period of occupancy of the leased premises beyond the **30TH** day of **June 2028**. The Lessor understands that the Commonwealth’s funds cannot be committed beyond its current fiscal year and its applicable appropriation, and the related allotment from rental payments will be made.

5. The Commonwealth shall have the further right to terminate this Lease at any time upon **30** days written notice, time to be computed from date of mailing notice; termination under this paragraph shall not be considered effective until the last day of the month in which the notice period ends.

6. The Commonwealth agrees not to assign this Lease, or to sublet the premises except to a desirable tenant and for a similar purpose, and will not permit the use of the premises by anyone other than the Commonwealth, the Federal Government, or such sub-lessee, and the agents and servants of the Commonwealth, the Federal Government, or such sub-lessee.

7. The Commonwealth shall have the right during the existence of this Lease to make alterations, attach fixtures and erect additional structures or signs in or upon the leased premises, provided such alterations, additions, structures or signs shall not be detrimental to or inconsistent with rights granted to other tenants on the property or in the building in which the premises are located. Fixtures, additions, structures or signs placed in or upon or attached to the premises shall remain the Commonwealth’s property and may be removed by it prior to the termination of this Lease.

8. Unless otherwise specified, the Lessor shall maintain the premises in good repair and tenantable condition, including heating and/or air conditioning equipment, except in case of damage arising from the negligent acts of the Commonwealth’s agents or employees. For the purpose of maintaining the premises and to make necessary repairs, the Lessor reserves the right to enter and inspect the premises at reasonable times.

9. The Commonwealth agrees to take good care of the premises and to return them at the expiration of their Lease in as good order as received, ordinary wear and tear and natural decay excepted.

10. The Lessor shall be responsible for procuring and continuously maintaining casualty and liability insurance on the leased premises.

11. If the premises are destroyed by fire or other casualty, this Lease shall immediately terminate. In case of partial destruction or damage so as to render the premises untenable, the Commonwealth may terminate or suspend this Lease by giving written notice to the Lessor within 15 days after such partial destruction or damage, and, if so suspended, no rent shall accrue to the Lessor after the date of such partial destruction or damage until such damage is repaired and premises are considered tenantable.

12. It is agreed by the parties hereto that if any one of the provisions of this Lease shall contravene or be invalid under the laws of the Commonwealth of Kentucky, such contravention or invalidity shall not invalidate the whole Lease, but it shall be construed as if not containing that particular provision or provisions, and the rights and obligations of the parties shall be construed accordingly.

13. The Lessor certifies by his signature hereinafter affixed that he (“he” is construed to mean “they” if more than one person is involved; and, if a firm, partnership, corporation, business trust or other organization is involved, then “he” is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the Commonwealth of Kentucky and that by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330 - 45A.340 or 45A.990) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable statute or principle by the performance of this Lease, or will he realize any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies that he has not knowingly violated any provision of the campaign finance law of the Commonwealth, and that by entering into this Lease Agreement he will not be in violation of the campaign finance laws of the Commonwealth.

14. The Lessor agrees to notify the Commonwealth of all persons owning or upon any change or transfer of ownership involving 5% or more in stock, in partnership, business trust, or corporation, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement.

15. Lessor shall comply with all standards set by the Department of Housing, Buildings and Construction, Division of Building Codes Enforcement, and that of the Kentucky Occupational Safety and Health Standards Board and the Americans with Disabilities Act (ADA).

16. The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.

IN WITNESS WHEREOF, the parties hereto have subscribed their names:

STATE LEASING AGENCY REPRESENTATIVE Date

LESSOR Date

ANALYST, LEASING BRANCH, DIVISION OF REAL PROPERTIES Date

ATTORNEY, FINANCE & ADMINISTRATION CABINET Date

MANAGER, LEASING BRANCH, DIVISION OF REAL PROPERTIES Date

DIRECTOR, DIVISION OF REAL PROPERTIES

SECRETARY, FINANCE & ADMINISTRATION CABINET Date

APPROVED THIS DAY OF , 20

When executed by the Secretary, Finance & Administration Cabinet, this instrument constitutes a finding and order, pursuant to KRS Chapters 45A and 56, that the leased property is needed for use by the Commonwealth of Kentucky. All correspondence and inquiries regarding this Lease are to be directed to the Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone 502/564-2205. BGR

Agenda Action Form Paducah City Commission

Meeting Date: July 14, 2026

Short Title: Authorize Payment to Clean Earth, Inc. in an amount of \$58,031.76 for Household Hazardous & Electronic Waste Collected during 2026 Clean-Up Day - **C. YARBER**

Category: Municipal Order

Staff Work
By: Latrisha
Pryor
Presentation
By: Chris
Yarber

Background Information: On April 18, 2026, the City of Paducah co-sponsored, along with McCracken County, a free Clean-Up day to assist all property owners with the disposal of various waste. Household hazardous waste and electronic waste were items collected on this day. In accordance with Kentucky requirements, a Kentucky-certified hazardous waste service is required to dispose of all hazardous waste. Clean Earth, Inc., with an office in Calvert City, Ky, is the only certified hazardous waste collector who is a vendor with the Commonwealth of Kentucky within this area. Therefore, the service of Clean Earth, Inc., was requested to collect and dispose of household hazardous waste and electronic waste during the free Clean-Up Day. This year, the collection of household hazardous waste and electronic waste totaled \$58,031.76. The partial funding of the free Clean-Up Day is provided by a grant from the Kentucky Division of Waste Management.

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: Fees/Landfill MR0106

Account Number: 50002209 - 520040

Staff Recommendation: To adopt a Municipal Order authorizing the payment of \$58,031.76 to Clean Earth, Inc., for collection and disposal of household hazardous and electronic waste collected during the free Clean-Up Day on April 18, 2026.

Attachments:

1. MO - household haz waste-Clean Earth 2026
2. Clean Earth Invoice and Manifests

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE FINANCE DIRECTOR TO PAY CLEAN EARTH, INC., IN AN AMOUNT OF \$58,031.76 FOR THE DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE AND ELECTRONIC WASTE COLLECTED DURING THE CITY/COUNTY 2026 CLEAN-UP DAY

WHEREAS, the City of Paducah and McCracken County co-sponsored a free Clean-Up Day on April 18, 2026, to assist McCracken County property owners with disposal of various waste; and

WHEREAS, the City will receive partial funding for the free Clean-Up Day from the Kentucky Division of Waste Management; and

WHEREAS, in accordance with State of Kentucky requirements, a Kentucky certified hazardous waste service is required to dispose of all hazardous waste; and

WHEREAS, Clean Earth, Inc., located in Calvert City, Kentucky, is the only local, certified hazardous collector and therefore was requested to collect and dispose of the household hazardous waste and electronic waste during the free Clean-Up Day; and

WHEREAS, this is a noncompetitive negotiation purchase pursuant to KRS 45A.380(2).

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

SECTION 1. That the Finance Director is hereby authorized to pay Clean Earth, Inc., the amount of \$58,031.76, for the disposal of household hazardous waste and electronic waste collected during the 2026 City/County free Clean-Up Day.

SECTION 2. This expenditure shall be charged to Project Account No. MR0106 Account No. 5000-2209-520040.

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

Clean Earth of Calvert City
Remit To:
PO BOX 825329
PHILADELPHIA, PA 19182-5329
215-734-1400



Invoice

Invoice Number:
603338
Invoice Date:
06/08/2026
Order Number:
3534364

Bill To (PPW415A):

Paducah Public Works
Attn Contact
1120 NORTH 10TH STREET
PADUCAH, KY 42001

Service Address (476):

Paducah and McCracken County Residents
850 Burnett Street
Paducah, KY 42001
KYCESQG00026

Customer No. / Oracle No.	Customer PO	Payment Terms
PPW415A		NET 30
Sales Rep / CXR	CXR Phone	Payment Due
Schrader, Mark		07/08/2026

Notes To Customers:

Thank you for using Clean Earth for your disposal needs.

Job#:

Disposal Charges:**\$11,300.00**

Date:	Profile	Description	Manifest No.	Quantity	Unit	Unit Price	Total Price
04/18/2026	MGT-54367	3534364-17 / MGT-54367 / E-WASTE / Pallet	3534364	10000	Pound	\$1.13	\$11,300.00

SURCHARGE&FEES:**\$492.70**

Date:	Charge Type	Description	Quantity	Unit	Unit Price	Total Price
06/08/2026	SURCHARGE&FEES	Fuel Surcharge (65%)	1	Each	\$492.70	\$492.70

TRANSPORTATION:**\$758.00**

Date:	Charge Type	Description	Quantity	Unit	Unit Price	Total Price
04/18/2026	TRANSPORTATION	Transportation and Disposal	1	Each	\$758.00	\$758.00

Subtotal **\$12,550.70**
Total Due **\$12,550.70**



This invoice is submitted on behalf of
Clean Earth, LLC. located at 933 First Avenue, Suite 200, King of Prussia, PA
19406.

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

80479

SHIPPING DOCUMENT		1. Generator ID Number KYCESQG00026	2. Page 1 of 4	3. Emergency Response Phone 4129429241	4. Shipment Tracking Number 3534364 3527708-HHW26 urm	
5. Generator's Name and Mailing Address Paducah and McCracken County 850 Burnett Street Paducah, KY 42001			Generator's Site Address (if different than mailing address)			
Generator's Phone:						
6. Transporter 1 Company Name Clean Earth Specialty Waste Solutions, Inc				U.S. EPA ID Number MNS000110924		
7. Transporter 2 Company Name				U.S. EPA ID Number		
8. Designated Facility Name and Site Address Clean Earth of Calvert City 2706052105 1689 Shar-Cal Road Calvert City KY 42029				U.S. EPA ID Number KYD985073196		
Facility's Phone:						
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))		10. Containers No. Type	11. Total Quantity	12. Unit Wt/Vol
		1. UN3090, Lithium metal batteries including lithium alloy batteries, 9		DM	B	
		2.				
		3. UN1978, Propane, 2.1		DM	P	
		4. UN2903, Pesticides, liquid, toxic, flammable, n.o.s., 6.1 (3), PG-III		DM	P	
13. Special Handling Instructions and Additional Information (1) HRC#198: PGT-32098 - LITHIUM BATTERIES (3) HRC#115: PGT-7788 - RHM - GASEOUS CYLINDERS (4) HRC#131: PGT-7661 - HOUSEHOLD HAZ WGT LIQUID PESTICIDES ER Provider Clean Earth  Order#: 3527708 - Note:						
14. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.						
Generator's/Officer's Printed/Typed Name John S. Saxon				Signature <i>[Signature]</i>		Month Day Year 4 16 20
INT'L	15. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit: _____ Date leaving U.S. _____					
	16. Transporter Acknowledgment of Receipt of Materials					
TRANSPORTER	Transporter 1 Printed/Typed Name TERRY L. Tidwell				Signature <i>[Signature]</i>	
	Transporter 2 Printed/Typed Name				Signature	
DESIGNATED FACILITY	17. Discrepancy					
	17a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection					
	17b. Alternate Facility (or Generator) Shipment Tracking Number: _____ U.S. EPA ID Number _____					
	Facility's Phone: _____					
	17c. Signature of Alternate Facility (or Generator) _____ Month Day Year _____					
18. Designated Facility Owner or Operator. Certification of receipt of materials covered by the shipping document except as noted in Item 17a						
Printed/Typed Name Violet Maxey				Signature <i>[Signature]</i>		Month Day Year 4 22 20

SHIPPING DOCUMENT (Continuation Sheet)		19. Generator ID Number KYCESQG00026	20. Page 2	21. Shipment Tracking Number 3527708-HHW26	
22. Generator's Name Paducah and McCracken County Residents					
23. Transporter _____ Company Name			U.S. EPA ID Number		
24. Transporter _____ Company Name			U.S. EPA ID Number		
25a. HM	25b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	26. Containers No. Type		27. Total Quantity	28. Unit Wt./Vol.
	5. UN1950, Aerosols, [flammable, (each not exceeding 1 L capacity)], 2.1		DM		P
	6. UN1044, Fire extinguishers, 2.2		DM		P
	7. UN1072, Oxygen, compressed, 2.2 (5.1)		DM		P
	8. UN3163, Liquefied gas, n.e.s. (DIFLUOROMETHANE, PENTAFLUOROETHANE), 2.2		DM		P
X	9. UN3028, Batteries, dry, containing potassium hydroxide solid, 8		DM		P
	10. UN2794, Batteries, wet, filled with acid, 8		DM		P
	11. UN1046, Helium, compressed, 2.2		DM		P
	12. UN1046, Helium, compressed, 2.2		DM		P
	13. Non-RCRA solids, D.O.T. Non regulated		DM		P
	14.				
30. Special Handling Instructions and Additional Information (5) ERG#126: MGT-7654 - HOUSEHOLD HAZ WA (6) ERG#126: MGT-21846 - FIRE EXTINGUISH (7) ERG#122: MGT-37366 - OXYGEN CYLINDERS (8) ERG#126: MGT-54402 - REFRIGERANT R-4 (9) ERG#154: MGT-21491 - NICKEL CADMIUM BATTERIES (10) ERG#154: MGT-43661 - SEALED LEAD AC (11) ERG#121: MGT-43810 - HELIUM CYLINDER (12) ERG#121: MGT-43810 - HELIUM CYLINDERS (13) MGT-21489 - STANDARD FLUORESCENT BULBS					
31. Transporter _____ Acknowledgment of Receipt of Materials Printed/Typed Name Signature Month Day Year					
32. Transporter _____ Acknowledgment of Receipt of Materials Printed/Typed Name Signature Month Day Year					
33. Discrepancy					

Clean Earth of Calvert City
Remit To:
PO BOX 825329
PHILADELPHIA, PA 19182-5329
215-734-1400



Invoice

Invoice Number:
603338
Invoice Date:
06/08/2026
Order Number:
3534364

Bill To (PPW415A):

Paducah Public Works
Attn Contact
1120 NORTH 10TH STREET
PADUCAH, KY 42001

Service Address (476):

Paducah and McCracken County Residents
850 Burnett Street
Paducah, KY 42001
KYCESQG00026

Customer No. / Oracle No.	Customer PO	Payment Terms
PPW415A		NET 30
Sales Rep / CXR	CXR Phone	Payment Due
Schrader, Mark		07/08/2026

Notes To Customers:

Thank you for using Clean Earth for your disposal needs.

Job#:

Disposal Charges:**\$11,300.00**

Date:	Profile	Description	Manifest No.	Quantity	Unit	Unit Price	Total Price
04/18/2026	MGT-54367	3534364-17 / MGT-54367 / E-WASTE / Pallet	3534364	10000	Pound	\$1.13	\$11,300.00

SURCHARGE&FEES:**\$492.70**

Date:	Charge Type	Description	Quantity	Unit	Unit Price	Total Price
06/08/2026	SURCHARGE&FEES	Fuel Surcharge (65%)	1	Each	\$492.70	\$492.70

TRANSPORTATION:**\$758.00**

Date:	Charge Type	Description	Quantity	Unit	Unit Price	Total Price
04/18/2026	TRANSPORTATION	Transportation and Disposal	1	Each	\$758.00	\$758.00

Subtotal \$12,550.70
Total Due \$12,550.70



This invoice is submitted on behalf of
Clean Earth, LLC. located at 933 First Avenue, Suite 200, King of Prussia, PA
19406.

80479

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

SHIPPING DOCUMENT		1. Generator ID Number KYCESQG00026	2. Page 1 of 4	3. Emergency Response Phone 4129429241	4. Shipment Tracking Number 3534364 3527708-HHW26 u/m	
5. Generator's Name and Mailing Address Paducah and McCracken County 850 Burnett Street Paducah, KY 42001						
Generator's Site Address (if different than mailing address)						
Generator's Phone:						
6. Transporter 1 Company Name Clean Earth Specialty Waste Solutions, Inc.				U.S. EPA ID Number MNS000110924		
7. Transporter 2 Company Name				U.S. EPA ID Number		
8. Designated Facility Name and Site Address Clean Earth of Calvert City 2706052105 1689 Shar-Cal Road Calvert City KY 42029						
U.S. EPA ID Number KYD985073196						
Facility's Phone:						
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))		10. Containers No. Type	11. Total Quantity	12. Unit Wt/Vol
		1. UN3090, Lithium metal batteries including lithium alloy batteries, 9		DM	B	
		2.				
		3. UN1978, Propane, 2.1		DM	P	
		4. UN2903, Pesticides, liquid, toxic, flammable, n.o.s., 6.1 (3), PG-III		DM	P	
13. Special Handling Instructions and Additional Information (1) REG#138: MCT-32038 - LITHIUM BATTERIES (3) REG#115: MCT-7788 - HWM - PROPANE CYLINDERS (4) REG#131: MCT-7661 - HOUSEHOLD HAZ WDT LIQUID PESTICIDES ER Provider Clean Earth Order#: 3527708 - Note: 						
14. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.						
Generator's/Officer's Printed/Typed Name John S. Cox						
Signature John S. Cox						
Month Day Year 4 16 20						
INT'L	15. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit: _____ Date leaving U.S. _____					
	16. Transporter Acknowledgment of Receipt of Materials					
TRANSPORTER	Transporter 1 Printed/Typed Name TERRY L. Tidwell					
	Signature Terry L. Tidwell					
Month Day Year 4 18 24						
DESIGNATED FACILITY	17. Discrepancy					
	17a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection					
	Shipment Tracking Number: _____					
	17b. Alternate Facility (or Generator) U.S. EPA ID Number					
Facility's Phone:						
17c. Signature of Alternate Facility (or Generator)						
Month Day Year						
18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the shipping document except as noted in Item 17a						
Printed/Typed Name Violet Maxey						
Signature Violet Maxey						
Month Day Year 4 22 26						

SHIPPING DOCUMENT (Continuation Sheet)		19. Generator ID Number KYCSQG00026	20. Page 2	21. Shipment Tracking Number 3527708-HHW26			
22. Generator's Name Paducah and McCracken County Residents							
23. Transporter _____ Company Name				U.S. EPA ID Number			
24. Transporter _____ Company Name				U.S. EPA ID Number			
GENERATOR	25a. HM	25b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	26. Containers No. Type		27. Total Quantity	28. Unit Wt./Vol.	29. Additional Information
		5. UN1950, Aerosols, [flammable, (each not exceeding 1 L capacity)], 2.1		DM		P	
		6. UN1044, Fire extinguishers, 2.2		DM		P	
		7. UN1072, Oxygen, compressed, 2.2 (5.1)		DM		P	
		8. UN3163, Liquefied gas, n.e.s. (DIFLUOROMETHANE, PENTAFLUOROETHANE), 2.2		DM		P	
	X	9. UN3028, Batteries, dry, containing potassium hydroxide solid, 8		DM		P	
		10. UN2794, Batteries, wet, filled with acid, 8		DM		P	
		11. UN1046, Helium, compressed, 2.2		DM		P	
		12. UN1046, Helium, compressed, 2.2		DM		P	
		13. Non-RCRA solids, D.O.T. Non regulated		DM		P	
	14.						
30. Special Handling Instructions and Additional Information (5) ERG#126: MGT-7654 - HOUSEHOLD HAZ WA (9) ERG#154: MGT-21491 - NICKEL CADMIUM BATTERIES (12) ERG#121: MGT-43810 - HELIUM CYLINDERS (6) ERG#126: MGT-21846 - FIRE EXTINGUISH (10) ERG#154: MGT-43661 - SEALED LEAD AC (13) MGT-21489 - STANDARD FLUORESCENT BULBS (7) ERG#122: MGT-37366 - OXYGEN CYLINDERS (11) ERG#121: MGT-43810 - HELIUM CYLINDER							
TRANSPORTER	31. Transporter _____ Acknowledgment of Receipt of Materials Printed/Typed Name _____ Signature _____ Month _____ Day _____ Year _____						
	32. Transporter _____ Acknowledgment of Receipt of Materials Printed/Typed Name _____ Signature _____ Month _____ Day _____ Year _____						
	33. Discrepancy _____						
DESIGNATED FACILITY							

SHIPPING DOCUMENT (Continuation Sheet)		19. Generator ID Number KYCESQG00026	20. Page 3	21. Shipment Tracking Number 3527708-HHW26		
22. Generator's Name Paducah and McCracken County Residents						
23. Transporter _____ Company Name				U.S. EPA ID Number		
24. Transporter _____ Company Name				U.S. EPA ID Number		
25a. HM	25b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	26. Containers		27. Total Quantity	28. Unit Wt./Vol.	29. Additional Information
		No.	Type			
	15. UN1060, Methyl acetylene and propadiene mixtures, stabilized, 2.1		DM		P	
	16. Non-RCRA liquids, D.O.T. Non-regulated		DM		P	
	17. Non-RCRA solids, D.O.T. Non-regulated	21	CW DR JY	10000	P	
	18. Non-RCRA liquids, D.O.T. Non-regulated		DM		P	
	19. UN1018, Chlorodifluoromethane, 2.2		DM		P	
	20. Non-RCRA solids, D.O.T. Non-regulated (Universal Waste Alkaline Batteries)		DM		P	
	21.					
	22. UN1028, Dichlorodifluoromethane, 2.2		DM		P	
	23. Non-RCRA liquids, D.O.T. Non-regulated		DM		P	
	24. UN1263, Paint related material, 3, PG-III		DM		P	
30. Special Handling Instructions and Additional Information						
(15) ERG#116P: MGT-32039 - HAZ GAS CYLI (16) MGT-54300 - ANTIFREEZE FOR RECYCLE (17) MGT-54367 - E-WASTE (18) MGT-7552 - USED OIL (19) ERG#126: MGT-7789 - FREON CYLINDERS (20) MGT-21492 - DRY ALKALINE BATTERIES (22) ERG#126: MGT-54400 - REFRIGERANT R-12 (23) MGT-7559 - HOUSEHOLD HAZ WST NON REG LIQUIDS (24) ERG#128: MGT-7560-HHW - HOUSEHOLD HAZ WASTE - FLAM LIQUIDS						
TRANSPORTER	31. Transporter _____ Acknowledgment of Receipt of Materials					
	Printed/Typed Name		Signature		Month	Day Year
DESIGNATED FACILITY	32. Transporter _____ Acknowledgment of Receipt of Materials					
	Printed/Typed Name		Signature		Month	Day Year
33. Discrepancy						

SHIPPING DOCUMENT (Continuation Sheet)		19. Generator ID Number KYCESQG00026	20. Page 4	21. Shipment Tracking Number 3527708-HHW26		
22. Generator's Name Paducah and McCracken County Residents						
23. Transporter _____ Company Name				U.S. EPA ID Number		
24. Transporter _____ Company Name				U.S. EPA ID Number		
25a HM	25b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	26. Containers		27. Total Quantity	28. Unit Wt./Vol.	29. Additional Information
		No.	Type			
	25. UN1993, Flammable liquids, n.e.s., 3, PG III		DM		P	
X	26. UN3506, Mercury [contained in manufactured articles], 8 (6.1)	1	DF		P	
	27.					
	28.					
	29.					
	30.					
X	31. UN1760, Corrosive liquids, n.e.s., 8, PG II					
30. Special Handling Instructions and Additional Information (25) ERG128: MGT-7660 - HOUSEHOLD HAZ W (26) ERG172: MGT-17609 - MERCURY & MERC (27) MGT-13182 - LAB PACKS (28) MGT-13182 - LAB PACKS (29) MGT-13182 - LAB PACKS (30) MGT-13182 - LAB PACKS (31) ERG154: MGT-7663 - HOUSEHOLD HAZ W ST CORROSIVE LIQUID						
TRANSPORTER	31. Transporter _____ Acknowledgment of Receipt of Materials					
	Printed/Typed Name		Signature		Month	Day Year
TRANSPORTER	32. Transporter _____ Acknowledgment of Receipt of Materials					
	Printed/Typed Name		Signature		Month	Day Year
DESIGNATED FACILITY	33. Discrepancy					

Clean Earth of Calvert City**Remit To:**

PO BOX 825329

PHILADELPHIA, PA 19182-5329

215-734-1400

**Invoice****Invoice Number:**

606888-RB-1

Invoice Date:

06/26/2026

Order Number:

3527708

Bill To (PPW415A):

Paducah Public Works

Attn Contact

1120 NORTH 10TH STREET

PADUCAH, KY 42001

Service Address (476):

Paducah and McCracken County Residents

850 Burnett Street

Paducah, KY 42001

KYCESQG00026

Customer No. / Oracle No.	Customer PO	Payment Terms
PPW415A		NET 30
Sales Rep / CXR	CXR Phone	Payment Due
Schrader, Mark		07/26/2026

Notes To Customers:

Treatable oxidizer, Labpack (STAB06-6)

Treatable oxidizer, Labpack (STAB06-6)

Lab Pack, Treatment, Inorganic Acids (WAT16-A)

Thank you for using Clean Earth for your disposal needs.

Job#:**Disposal Charges:****\$23,502.66**

Date:	Profile	Description	Manifest No.	Quantity	Unit	Unit Price	Total Price
04/18/2026	MGT-7659	3527708-RO26-1 / MGT-7659 / HOUSEHOLD HAZ WST NON REG LIQUIDS / Rolloff/Dump	3527708-RO26	8360	Pound	\$1.30	\$10,868.00
04/18/2026	MGT-32038	3527708-HHW26-1 / MGT-32038 / LITHIUM BATTERIES / 5G	3527708-HHW26	60	Pound	\$6.81	\$408.60
04/18/2026	MGT-7788	3527708-HHW26-3 / MGT-7788 / HHW - PROPANE CYLINDERS / 15G	3527708-HHW26	2	Cylinder (ea.)	\$20.43	\$40.86
04/18/2026	MGT-7661	3527708-HHW26-4 / MGT-7661 / HOUSEHOLD HAZ WST LIQUID PESTICIDES / 55G	3527708-HHW26	230	Pound	\$1.47	\$367.50
04/18/2026	MGT-7661	3527708-HHW26-4 / MGT-7661 / HOUSEHOLD HAZ WST LIQUID PESTICIDES / Tri-Wall/Supersack	3527708-HHW26	229	Pound	\$1.47	\$336.63
04/18/2026	MGT-7664	3527708-HHW26-5 / MGT-7664 / HOUSEHOLD HAZ WASTE - AEROSOLS / 55G	3527708-HHW26	610	Pound	\$1.33	\$811.30
04/18/2026	MGT-21846	3527708-HHW26-6 / MGT-21846 / FIRE EXTINGUISHERS / Cylinder	3527708-HHW26	3	Cylinder (ea.)	\$45.37	\$136.11
04/18/2026	MGT-43661	3527708-HHW26-10 / MGT-43661 / SEALED LEAD ACID BATTERIES / Pallet	3527708-HHW26	1800	Pound	\$0.41	\$738.00



This invoice is submitted on behalf of
Clean Earth, LLC. located at 933 First Avenue, Suite 200, King of Prussia, PA
19406.



Invoice

Invoice Number:

606888-RB-1

Invoice Date:

06/26/2026

Order Number:

3527708

Date:	Profile	Description	Manifest No.	Quantity	Unit	Unit Price	Total Price
04/18/2026	MGT-21489	3527708-HHW26-13 / MGT-21489 / STANDARD FLUORESCENT BULBS / 55G	3527708-HHW26	15	Pound	\$1.13	\$16.95
04/18/2026	MGT-21489	3527708-HHW26-13 / MGT-21489 / STANDARD FLUORESCENT BULBS / 8Ft Lamp Box	3527708-HHW26	30	Pound	\$1.13	\$33.90
04/18/2026	MGT-21489	3527708-HHW26-13 / MGT-21489 / STANDARD FLUORESCENT BULBS / 5G	3527708-HHW26	45	Pound	\$1.13	\$50.85
04/18/2026	MGT-21489	3527708-HHW26-13 / MGT-21489 / STANDARD FLUORESCENT BULBS / 4Ft Lamp Box	3527708-HHW26	190	Pound	\$1.13	\$214.70
04/18/2026	MGT-7664	3527708-HHW26-14 / MGT-7664 / HOUSEHOLD HAZ WASTE - AEROSOLS / Tri-Wall/Supersack	3527708-HHW26	500	Pound	\$1.33	\$665.00
04/18/2026	MGT-54300	3527708-HHW26-16 / MGT-54300 / ANTIFREEZE FOR RECYCLE / 55G	3527708-HHW26	610	Pound	\$0.39	\$237.90
04/18/2026	MGT-54367	3527708-HHW26-17 / MGT-54367 / E-WASTE / Pallet	3527708-HHW26	350	Pound	\$1.13	\$395.50
04/18/2026	MGT-7662	3527708-HHW26-18 / MGT-7662 / USED OIL / Totes <= 275G	3527708-HHW26	2000	Pound	\$0.28	\$560.00
04/18/2026	MGT-7789	3527708-HHW26-19 / MGT-7789 / FREON CYLINDERS / Cylinder	3527708-HHW26	1	Cylinder (ea.)	\$45.37	\$45.37
04/18/2026	MGT-21492	3527708-HHW26-20 / MGT-21492 / DRY ALKALINE BATTERIES / 5G	3527708-HHW26	166	Pound	\$1.33	\$220.78
04/18/2026	MGT-7788	3527708-HHW26-21 / MGT-7788 / HHW - PROPANE CYLINDERS / Cylinder	3527708-HHW26	2	Cylinder (ea.)	\$20.43	\$40.86
04/18/2026	MGT-7659	3527708-HHW26-23 / MGT-7659 / HOUSEHOLD HAZ WST NON REG LIQUIDS / Pallet	3527708-HHW26	500	Pound	\$1.30	\$650.00
04/18/2026	MGT-7660-HHW	3527708-HHW26-24 / MGT-7660-HHW / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / Pallet	3527708-HHW26	876	Pound	\$0.86	\$753.36
04/18/2026	MGT-7660-HHW	3527708-HHW26-24 / MGT-7660-HHW / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / Tri-Wall/Supersack	3527708-HHW26	2187	Pound	\$0.86	\$1,880.82
04/18/2026	MGT-7660	3527708-HHW26-25 / MGT-7660 / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / 55G	3527708-HHW26	610	Pound	\$0.86	\$524.60
04/18/2026	MGT-7660-HHW	3527708-HHW26-27 / MGT-7660-HHW / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / Tri-Wall/Supersack	3527708-HHW26	437	Pound	\$0.86	\$375.82
04/18/2026	MGT-7662	3527708-HHW26-28 / MGT-7662 / USED OIL / 85G	3527708-HHW26	693	Pound	\$0.28	\$194.04



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Date:	Profile	Description	Manifest No.	Quantity	Unit	Unit Price	Total Price
04/18/2026	MGT-7662	3527708-HHW26-28 / MGT-7662 / USED OIL / 55G	3527708-HHW26	2080	Pound	\$0.28	\$582.40
04/18/2026	MGT-7660-HHW	3527708-HHW26-29 / MGT-7660-HHW / HOUSEHOLD HAZ WASTE - FLAM LIQUIDS / 55G	3527708-HHW26	1220	Pound	\$0.86	\$1,049.20
04/18/2026	MGT-13182	3527708-HHW26-30 / MGT-13182 / LAB PACKS / 5G	3527708-HHW26	40	Pound	\$1.47	\$58.80
04/18/2026	MGT-13182	3527708-HHW26-30 / MGT-13182 / LAB PACKS / 15G	3527708-HHW26	237	Pound	\$1.47	\$348.39
04/18/2026	MGT-7663	3527708-HHW26-31 / MGT-7663 / HOUSEHOLD HAZ WST CORROSIVE LIQUID / 55G	3527708-HHW26	1	Container	\$255.25	\$255.25
04/18/2026	MGT-13182	3527708-HHW26-32 / MGT-13182 / LAB PACKS / 15G	3527708-HHW26	100	Pound	\$1.45	\$145.00
04/18/2026	MGT-43662	3527708-HHW26-33 / MGT-43662 / ASBESTOS CONTAINING MATERIAL / Tri-Wall/Supersack	3527708-HHW26	333	Pound	\$1.49	\$496.17

EQUIPMENT&ACCS:**\$2,891.00**

Date:	Charge Type	Description	Quantity	Unit	Unit Price	Total Price
04/18/2026	EQUIPMENT&ACCS	Roll Off Box, 20 yd or 30 yd, Open Top	4	Days	\$16.00	\$64.00
04/18/2026	EQUIPMENT&ACCS	Forklift, Caterpillar V225	1	Days	\$795.00	\$795.00
04/18/2026	EQUIPMENT&ACCS	Drum, 55 gallon	16	Each	\$127.00	\$2,032.00

LABOR:**\$7,420.00**

Date:	Charge Type	Description	Quantity	Unit	Unit Price	Total Price
04/18/2026	LABOR	Driver-operator, Straight Time, 4 hour min., (Portal to Portal)	16	Hours	\$104.00	\$1,664.00
04/18/2026	LABOR	Driver-operator, Overtime	2	Hours	\$106.00	\$212.00
04/18/2026	LABOR	Field Technician, Straight Time	81	Hours	\$58.00	\$4,698.00
04/18/2026	LABOR	Project Manager, Straight Time, 4 hour min., (Portal to Portal)	9	Hours	\$94.00	\$846.00

OTHER:**\$140.00**

Date:	Charge Type	Description	Quantity	Unit	Unit Price	Total Price
04/18/2026	OTHER	Shrink Wrap (per roll)	4	Each	\$35.00	\$140.00



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SUPPLIES&MTRLS:

\$9,026.00

Date:	Charge Type	Description	Quantity	Unit	Unit Price	Total Price
04/18/2026	SUPPLIES&MTRLS	Liner, Roll Off Box, 20 Yard	1	Each	\$58.00	\$58.00
04/18/2026	SUPPLIES&MTRLS	Box, Cubic Yard Box	25	Each	\$129.00	\$3,225.00
04/18/2026	SUPPLIES&MTRLS	Drum, Fiber, 15 gallon, Recon, Open Top	10	Each	\$60.00	\$600.00
04/18/2026	SUPPLIES&MTRLS	Drum, Fiber, 5 gallon, Recon, Open Top	20	Each	\$43.00	\$860.00
04/18/2026	SUPPLIES&MTRLS	Drum, Metal, 30 gallon, Recon, Closed Top	14	Each	\$95.00	\$1,330.00
04/18/2026	SUPPLIES&MTRLS	Tote, 275, Plastic	3	Each	\$373.00	\$1,119.00
04/18/2026	SUPPLIES&MTRLS	Vermiculite (3 cu ft)	4	Each	\$27.00	\$108.00
04/18/2026	SUPPLIES&MTRLS	PPE, Gloves, Leather	9	Each	\$20.00	\$180.00
04/18/2026	SUPPLIES&MTRLS	SAFETY GOGGLES	9	Each	\$20.00	\$180.00
04/18/2026	SUPPLIES&MTRLS	Tape, Duct Tape 3 inch, per roll price	3	Each	\$10.00	\$30.00
04/18/2026	SUPPLIES&MTRLS	Box, (8 foot) Fluorescent Lamp Box	19	Each	\$44.00	\$836.00
04/18/2026	SUPPLIES&MTRLS	Pallet	50	Each	\$10.00	\$500.00

SURCHARGE&FEES:

\$985.40

Date:	Charge Type	Description	Quantity	Unit	Unit Price	Total Price
06/26/2026	SURCHARGE&FEES	Fuel Surcharge (65%)	1	Each	\$985.40	\$985.40

TRANSPORTATION:

\$1,516.00

Date:	Charge Type	Description	Quantity	Unit	Unit Price	Total Price
04/18/2026	TRANSPORTATION	Transportation and Disposal	2	Each	\$758.00	\$1,516.00

Subtotal \$45,481.06

Total Due \$45,481.06



This invoice is submitted on behalf of
Clean Earth, LLC. located at 933 First Avenue, Suite 200, King of Prussia, PA
19406.

Agenda Action Form

Paducah City Commission

Meeting Date: July 14, 2026

Short Title: Adopt and Approve a Memorandum of Agreement between the City of Paducah and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways in the amount of \$101,000 for the Levin Avenue Resurfacing Project - **G. GUEBERT**

Category: Municipal Order

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

Background Information: The Kentucky State Legislature appropriated \$20M in the 2024-2026 biennial state budget to fund projects within the Local Assistance Road Program (LARP). Cities are eligible to apply for Local Assistance Road Program funds for a maximum of \$500,00 project cost, with 17.5% being a city match. For a \$500,000 project, the City match would be \$87,500. These funds will be used for street resurfacing and repair. The Legislature will select projects in the 2026 session and fund them in FY27.

Municipal Order #3131, adopted by the Paducah Board of Commissioners on September 15, 2025, approved the application for a grant through the Local Assistance Road Program (LARP), previously entitled the County Priority Program Grant, for projects to supplement the Paducah Street Rehabilitation Program.

The Engineering Department applied for a \$122,087.00 project for Levin Avenue. Paducah has been awarded a \$101,000.00 grant for the resurfacing of Levin Avenue. The City is responsible for a 17.5% match, totaling \$21,087.00, to be paid from the MAP Fund.

The Board of Commissioners does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Agreement and does hereby accept the funds provided in said Agreement and by such acceptance agrees to all the terms and conditions therein stated.

The Mayor of the City of Paducah is hereby authorized and directed to sign said Agreement as set forth on behalf of the Board of Commissioners of the City of Paducah, and the City Clerk of Paducah is hereby authorized and directed to certify thereto.

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

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

Communications Plan:

Funds Available: Account Name: MAP

Account Number: 23002217 542270

Staff Recommendation: Adopt and approve the execution of a Memorandum of Agreement with the Commonwealth of Kentucky in the amount of \$101,000 for the Levin Avenue Resurfacing Project and authorize the Mayor to sign the same.

Attachments:

1. MO - MOU-Kentucky Transportation Cabinet - Levin Avenue resurfacing project
2. Paducah_LARP_2026 MOA
3. Award List-McCracken County

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PADUCAH AND THE COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, IN THE AMOUNT OF \$101,000 FOR THE LEVIN AVENUE RESURFACING PROJECT.

WHEREAS, The Kentucky State Legislature appropriated \$20M in the 2024-2026 biennial state budget to fund projects within the Local Assistance Road Program (LARP). Cities are eligible to apply for Local Assistance Road Program funds for a maximum of \$500,00 project cost, with 17.5% being a city match; and

WHEREAS, Municipal Order #3131, adopted by the Paducah Board of Commissioners on September 15, 2025, approved the application for a grant through the Local Assistance Road Program (LARP), previously entitled the County Priority Program Grant, for projects to supplement the Paducah Street Rehabilitation Program; and

WHEREAS, the Engineering Department applied for a \$122,087.00 project for Levin Avenue. Paducah has been awarded a \$101,000.00 grant for the resurfacing of Levin Avenue. The City is responsible for a 17.5% match, totaling \$21,087.00, to be paid from the MAP Fund.

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

SECTION 1. The Board of Commissioners does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Agreement and does hereby accept the funds provided in said Agreement and by such acceptance agrees to all the terms and conditions therein stated

SECTION 2. The Mayor of the City of Paducah is hereby authorized and directed to sign said Agreement as set forth on behalf of the Board of Commissioners of the City of Paducah, and the City Clerk of Paducah is hereby authorized and directed to certify thereto.

SECTION 3. The 17.5% match fund in the amount of \$21,087 shall be paid from the MAP Fund, Account Number 2300 2217 542270.

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

Mayor George Bray

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 14, 2026

Recorded by Lindsay Parish, City Clerk, July 14, 2026

\\mo\MOU-Kentucky Transportation Cabinet - Levin Avenue resurfacing project

CITY OF PADUCAH
LEVIN AVENUE
\$101,000 – LARP (FD14) FUNDS

**AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
AND THE
CITY OF PADUCAH**

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the “**Department**,” and the City Paducah, 300 South 5th Street, P.O. Box 2267, Paducah, KY 42002, hereinafter referred to as the Local Public Agency (“**LPA**”).

WITNESSETH:

WHEREAS, the parties hereto desire to resurface Levin Avenue in the city of Paducah, which shall hereinafter be referred to as the “**Project**,”

WHEREAS, the **LPA** desires to be the lead agency and perform this **Project** to enhance the safety and reliability of roadway connections for the commuting public;

WHEREAS, the **LPA** shall refer to the applicable state requirements listed in the Project Development Guide for Local Public Agencies and any future revisions for assistance in complying with this Agreement;

WHEREAS, the **LPA** has asked the **Department** for funding assistance for costs incurred during this **Project**;

WHEREAS, the General Assembly has determined this is a worthwhile **Project** and has authorized reimbursement to the **LPA** by the **Department** in HJR 76 up to \$101,000 in Local Assistance Road Program funding (FD14) for the completion of this Project, and

**CITY OF PADUCAH
LEVIN AVENUE
\$101,000 – LARP (FD14) FUNDS**

WHEREAS, any cost in excess of the reimbursement funding (\$101,000) for this **Project** will be the responsibility of the **LPA**.

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

1. The **Department** agrees to reimburse the **LPA** up to \$101,000 for completion of work by the **LPA**, or consultants, contractors, or subcontractors hired by the **LPA**, under the obligations of this Agreement for resurfacing Levin Avenue (CS 1521) from 32nd Street extending to US 60 for approximately 0.423 mile.

This **Project** is designed to enhance the reliability of the highway network and safety for motorists in the area providing safe connections. Any ineligible costs or costs in excess of \$101,000 are the responsibility of the **LPA**. The **LPA** further agrees that they will require, in perpetuity, the placement of a culvert or road tile, for any new entrance constructed, that effects the drainage area, surrounding any of the roads listed in this agreement. The manner as to the implementation of this requirement, shall be at the discretion of the **LPA**.

2. The **Department** has authorized up to \$101,000 in Local Assistance Road Program funding (FD14) for all eligible expenses for this **Project**. This funding shall be made available for reimbursement to the **LPA** for all eligible expenses to the **Project**. The **LPA** shall be responsible for all eligible costs above the \$101,000 as well as any costs deemed ineligible for reimbursement from this **Project**. Any additional funding obligated for the completion of this **Project** shall be evidenced in writing by both parties with a Supplemental Agreement.
3. This Agreement is contingent upon the continued availability of appropriated funding. If the funding appropriated for the **Project** becomes unavailable for any reason including: the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in funding, further reimbursement of **Project** expenditures may be denied,

**CITY OF PADUCAH
LEVIN AVENUE
\$101,000 – LARP (FD14) FUNDS**

the **Project** may be cancelled, the timeline extended or the scope amended by the **Department** either in whole or in part without penalty. Denial of further reimbursement, **Project** cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the **Department** nor may such denial, cancellation, extension or amendment give rise to any claim against the **Department**.

4. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this **Project** shall be available to reimburse the **LPA** for eligible work activities completed and costs incurred prior to expiration.

5. The **LPA** shall follow state specifications for each necessary phase of this **Project**. The **LPA** shall adhere to all state regulations, including KRS 45A, KRS 176, KRS 177, and all terms of this Agreement for activities related to this **Project** as lead agency. The **LPA** will obtain any required permits, licenses or easements required to initiate, perform, and complete work and provide documentation to the **Department's** District 1 Office in Paducah. In addition, the **LPA** is responsible to meet all other requirements and adhere to all regulations necessary to qualify for the receipt of these state funds. Concurrence must be obtained by the **LPA** through the **Department's** District 1 Chief District Engineer in Paducah prior to the awarding of any contract for work or materials to be used on this **Project**.

6. Should the **Project** require any design services, the **LPA** agrees to use only licensed consultants who are pre-qualified to do work for the **Department** or to use a licensed Professional Engineer registered in the Commonwealth of Kentucky that demonstrates sufficient experience and knowledge in the type of work and receives the approval of the **Department's** District 1 Chief District Engineer in Paducah. The **LPA** shall be responsible for all **Project** design activities, which may be completed either by the **LPA's** staff or a

**CITY OF PADUCAH
LEVIN AVENUE
\$101,000 – LARP (FD14) FUNDS**

consultant that is to be selected based on qualifications. All design work to be contracted must comply with all legal advertisement and selection requirements including, but not limited to, the Model Procurement Code provisions of KRS 45A and KRS 424. The **LPA** shall submit and obtain concurrences to the **Department's** District 1 Chief District Engineer in Paducah final design plans, specifications, and a total estimate prior to any construction. When applicable, the **LPA** must obtain any necessary permits or easements to allow for work to be accomplished on this **Project** and adhere to the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act.

7. Should the **Project** require the acquisition of any interest in real property by the **LPA**, the **LPA** shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all state laws and regulations governing the acquisition of real property for public use using highway funding. In all real property acquisitions, concurrence must be obtained through the **Department's** Division of Right of Way and Utilities and shall be subject to review and approval by the **Department**.
8. The **LPA** must obtain encroachment permits to allow for work to be accomplished on state owned right-of-way from the **Department's** District 1 Office in Paducah. The **LPA** acknowledges that the **Department** will require the placement of a restrictive easement approved by and in favor of the **Department** in the chain of title of any real property acquired or improved pursuant to the **Project**. If the owner of any real property acquired or improved pursuant to the **Project** is not the **Department** or the **LPA**, the owner shall sign and be made a party to this Agreement and the owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the **Project** in the chain of title in favor of the **Department** prior to final reimbursement by the **Department**.

**CITY OF PADUCAH
LEVIN AVENUE
\$101,000 – LARP (FD14) FUNDS**

9. The **LPA** shall either adopt in writing the **Department's** written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the **Department's** Division of Right of Way and Utilities. The **LPA** shall conduct all appraisals and appraisal reviews using personnel meeting the **Department's** minimum qualifications and listed on the **Department's** pre-qualified appraiser and reviewer list. If the **LPA** chooses to use an acquisition consultant on all or any portion of the **Project**, the selection of the consultant shall be in accordance with the **Department's** Division of Right of Way Guidance Manual. All appraisals must be reviewed and approved by the **Department's** Central Office review appraisers, failure to do so will result in the **Project** being ineligible for funding reimbursement. The **LPA** shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable state laws and regulations. The **LPA** shall provide the **Department** necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable state laws and regulations. The **LPA** shall provide the **Department** necessary documentation for review and approval at various stages of the acquisition process, as described in the **Department's** Right of Way Guidance Manual.

10. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment for utility companies. Identification of utility or railroad facilities in conflict with the **Project**, the execution of a remedy for said conflict and oversight of the execution, and all work related to the **Project** shall be done in accordance with the Cabinet's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Utility relocations shall be designed by the utility company and shown on the **Project's** survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the **Project**. Correspondence pertaining to utility or railroad coordination must

**CITY OF PADUCAH
LEVIN AVENUE
\$101,000 – LARP (FD14) FUNDS**

be provided to both contracted parties. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination. The completed relocation shall be inspected to document the proper installation of the facilities. Upon full execution of the utility relocation for the **Project**, three (3) sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility impact note defining the utilities identified in the **Project**, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work must be provided.

11. State construction criteria for the type of work shall be followed, including but not limited to the **Department's** Highway Design Manual, the **Department's** Standard Drawings, the **Department's** Standard Specifications for Road and Bridge Construction, the **Department's** Drainage Manual, the **Department's** Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets," and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the **Department's** Standard Specifications for Road and Bridge Construction, current edition, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all **Department** List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.
12. The **LPA** agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the **Department** for any necessary construction services. The **LPA** shall be responsible for all **Project** construction activities, which may be completed either by the **LPA's** staff or through the advertisement, opening of bids, selection, and contracting for contractor services in accordance with the Model Procurement Code provisions of KRS 45A and KRS 424. Specific requirements defined within KRS 45A require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the

**CITY OF PADUCAH
LEVIN AVENUE
\$101,000 – LARP (FD14) FUNDS**

Department. The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. The **LPA** must receive **Department** approval for all change orders and shall have approval of the appropriate governing authority, but shall not increase the funding obligated to the **LPA** as a result of this Agreement.

13. The contractor represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

KRS Chapter 136 (CORPORATION AND UTILITY TAXES)

KRS Chapter 139 (SALES AND USE TAXES)

KRS Chapter 141 (INCOME TAXES)

KRS Chapter 337 (WAGES AND HOURS)

KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)

KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)

KRS Chapter 342 (WORKERS COMPENSATION)

The contractor represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

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The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

14. The Equal Employment Opportunity Act of 1978 (the “Act”), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin. Such action shall include, but not be limited to the following:
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

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The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

15. The **LPA** shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and work meets the **Department's** specifications of the construction contract. This includes providing daily, on-site inspection of the contractor's work activities and processing all of the paperwork associated with the construction contract, including any change orders. The **Department** shall have access to the **Project** area and may conduct field reviews of the **Project** at any time. These field reviews are intended to verify status of the **Project**, performance of the contractor, adequacy of the **LPA** oversight, conformance with all laws, regulations, and policies and provide assistance to the **LPA** as may be necessary.

16. The **LPA** may submit to the **Department's** District 1 Office in Paducah current billings reflecting the actual cost of work incurred during any given work period, which will be paid within a reasonable time after receipt by the **Department**; however, in no event is the **LPA** to submit billings for work performed for less than a thirty (30) day period. All charges to the

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Project shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The **Department** may require additional documentation at their discretion.

17. The **LPA** is responsible for ensuring that all **Project** construction activities have been completed and are responsible for providing all of the necessary paperwork as required by the construction contract. The **LPA** will conduct a field inspection to verify completion of the work in conformance with the Agreement. This documentation must be provided to the **Department's** District 1 Chief District Engineer in Paducah prior to final payment of the **Project**. When both the **LPA** and the **Department** accept the field work as complete, the **LPA's** project manager shall certify the **Project** was constructed in accordance with the plans and specifications and that all funding authorized on this **Project** has been used to reimburse for materials, equipment, or labor as intended and at the location agreed herein by both parties. Upon receipt of the **Department's** Final Acceptance Report, the **LPA** will issue the final payment to the contractor with an official Release of Contractor form for signature. Within 30 days, the **LPA** shall provide the **Department** with a copy of the official Release of Contractor form, as well as proof of payment, which includes cancelled checks.
18. The **LPA** is responsible for ensuring that vendors shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.
19. This Agreement and the maintenance responsibilities herein shall survive in perpetuity the cancellation or termination of all or any portion of the **Project**, and shall survive the completion of and acceptance of the **Project**. To protect the public interest and maintain the original intent, the **LPA** agrees to maintain in an acceptable condition all facilities improved by the **Project** to the condition existing at the time of the Final Acceptance Report in perpetuity. In the event

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that the **Project** improvements are not maintained as a public facility, the **LPA** shall reimburse the **Department** for all costs incurred and for all funding expended pursuant to the **Project**, including any applicable interest.

20. The **LPA** shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said **Project**. In order to obtain reimbursement from the **Department** for constructing said **Project**, the **LPA** shall submit to the **Department's** District 1 Office in Paducah documented invoices of materials, equipment, and labor used on the **Project**, including certification that the work was accomplished on a publicly maintained facility.
21. No member, officer, or employee of the **Department** or the **LPA** during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. The **Department** and the **LPA** shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The **LPA** warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. No member, officer, or employee of the **Department** or **LPA** shall collude or lobby on behalf of this **Project** without penalty, including but not limited to suspension or debarment.
22. To the extent permitted by law, the **LPA** shall indemnify and hold harmless the **Department** and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the **Project** or occurring on or near the **Project** site.
23. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.

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- a. The **Department** reserves the right to cancel all reimbursements under this Agreement at any time deemed to be in the best interest of the **Department** by giving thirty (30) days written notice of such cancellation to the **LPA**. If reimbursement under this Agreement is canceled under this section by reason other than violation of this Agreement or any applicable law by the **LPA**, its agents, employees and contractors, the **Department** shall reimburse the **LPA** according to the terms hereof for all expenses incurred under this Agreement to the date of such cancellation of reimbursement.
 - b. The **LPA** may seek to cancel its obligations under this Agreement at any time deemed to be in the best interest of the **LPA** by giving thirty (30) days written notice of such request to the **Department**. If the **Department** agrees to allow the **LPA** to cancel the Project or cancel its obligations under this Agreement, the **LPA** shall reimburse the **Department** for all funding reimbursements made under this Agreement.
 - c. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the **LPA** and the **Department** shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any proposed change or extension to this Agreement shall be at the mutual consent of the **LPA** and the **Department** and be evidenced in writing.
24. The Kentucky General Assembly may allow for a reduction in a contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.
25. The **Department** certifies that it is in compliance with the provisions of KRS 45A.695, “Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract.” The **LPA** hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the

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Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

26. KRS 45A.485 requires the **LPA** to certify that all contractors shall reveal to the **Department**, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

The **LPA** shall certify that all contractors agree to be in continuous compliance with the provisions of those statutes which apply to the contractor's operations. Failure to reveal a final determination or failure to comply with the above statutes for the duration of the contract shall be grounds for the **LPA's** cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

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A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

27. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
28. The **LPA** will pass a resolution authorizing the Mayor to sign this Agreement on behalf of the **LPA**. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the **LPA** agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Agreement. Furthermore, by accepting the funds the **LPA** agrees to all terms and conditions stated in the Agreement. A copy of that resolution shall be attached to and made a part of this Agreement.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

CITY OF PADUCAH

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

**George P. Bray
Judge Executive**

**Rebecca W. Goodman
Secretary**

DATE: _____

DATE: _____

APPROVED AS TO FORM & LEGALITY

Signed by:

8681574F8F664A0...

**Todd Shipp
Office of Legal Services**

DATE: 6/22/2026 _____

1 A JOINT RESOLUTION relating to road projects.

2 ***Be it resolved by the General Assembly of the Commonwealth of Kentucky:***

3 ➡Section 1. Notwithstanding KRS 48.300, this Joint Resolution in conjunction with
4 2026 Regular Session HB 502 and 2026 Regular Session HJR 75 shall constitute the Six-
5 Year Road Plan. The Local Assistance Road Program projects are as follows:

LOCAL ASSISTANCE ROAD PROGRAM

<u>County</u>	<u>Item No.</u>	<u>Route</u>	<u>Description</u>	<u>Phase</u>	<u>Fund</u>	<u>FY2026</u>	<u>FY2027</u>	<u>FY2028</u>
Total for Martin county				PL				
				DN				
				RW				
				UT				
				CN			272,000	
				Total Amounts:		0	272,000	0
Mason				PL				
				DN				
				RW				
				UT				
				CN	CPP		99,000	
				Project Cost:		0	99,000	0
Mason				PL				
				DN				
				RW				
				UT				
				CN	CPP		193,000	
				Project Cost:		0	193,000	0
Total for Mason county				PL				
				DN				
				RW				
				UT				
				CN			292,000	
				Total Amounts:		0	292,000	0
McCracken				PL				
				DN				
				RW				
				UT				
				CN	CPP		101,000	
				Project Cost:		0	101,000	0

LOCAL ASSISTANCE ROAD PROGRAM

<u>County</u>	<u>Item No.</u>	<u>Route</u>	<u>Description</u>	<u>Phase</u>	<u>Fund</u>	<u>FY2026</u>	<u>FY2027</u>	<u>FY2028</u>
Total for McCracken county				PL				
				DN				
				RW				
				UT				
				CN			101,000	
				Total Amounts:		0	101,000	0
McCreary	90123	CR-1289L	Resurface KINNIE ST	PL				
				DN				
				RW				
				UT				
				CN	CPP		22,000	
				Project Cost:		0	22,000	0
McCreary	90124	CR-1209A	Resurface SWEET GUM RD	PL				
				DN				
				RW				
				UT				
				CN	CPP		27,000	
				Project Cost:		0	27,000	0
McCreary	90125	CR-1200	Resurface OLD BAILEY RD	PL				
				DN				
				RW				
				UT				
				CN	CPP		64,000	
				Project Cost:		0	64,000	0
McCreary	90126	CR-1448	Resurface HOLLOWAY CEMETERY RD	PL				
				DN				
				RW				
				UT				
				CN	CPP		70,000	
				Project Cost:		0	70,000	0

Agenda Action Form

Paducah City Commission

Meeting Date: July 14, 2026

Short Title: Authorize Renewal Application for Local Expanded Jurisdiction. **G. CHERRY**

Category: Municipal Order

Staff Work By: Greg Cherry

Presentation By: Greg Cherry

Background Information: The City of Paducah adopted Ordinance 2017-1-8465 on January 17, 2017 authorizing an agreement between the City of Paducah and the Commonwealth of Kentucky, Department of Housing, Buildings and Construction for additional plan review and inspection responsibilities within the City of Paducah. The agreement was for a term of three years. This Municipal Order also authorizes the Mayor to execute the agreement and all other documents necessary once received from the Department of Housing, Buildings and Construction.

In order to renew the agreement, the City must comply with 815 KAR 7:110 by submitting a Renewal Application for Local Building Expanded Jurisdiction to the Department of Housing, Buildings and Construction. This Municipal Order authorizes the Mayor to sign the application.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: To approve the expanded jurisdiction to better serve the contractors and business owners in the City and to authorize the Mayor's signature on the renewal application and to authorize the Mayor's signature on the renewal application, agreement, and all other documents necessary.

Attachments:

1. MO - Renewal Application Local Expanded Jurisdiction and HVAC Plan Review - 2026
2. Agreement 1 - HVAC
3. Agreement 2

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE EXECUTION OF A RENEWAL APPLICATION AND AGREEMENT FOR THE COMMONWEALTH OF KENTUCKY, DEPARTMENT OF HOUSING, BUILDINGS AND CONSTRUCTION FOR LOCAL EXPANDED JURISDICTION AND FOR HVAC PLAN REVIEW, PERMITTING AND INSPECTION RESPONSIBILITY FOR THE FIRE PREVENTION DIVISION AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

WHEREAS, the City of Paducah adopted Ordinance No. 2017-1-8465 on January 17, 2017, authorizing an agreement between the City of Paducah and the Commonwealth of Kentucky, Department of Housing, Buildings and Construction for additional plan review and inspection responsibilities with the City of Paducah. This agreement was for a term of three years; and

WHEREAS, on June 28, 2022, the Board of Commissioners approved MO #2596, Authorizing the Mayor to execute a renewal application and all documents relating to same, to the Commonwealth of Kentucky, Department of Housing, Buildings and Construction for Local Expanded Jurisdiction for the Fire Prevention Division; and

WHEREAS, on October 21, 2025, the Board of Commissioners approved MO #3147 authorizing the Mayor to execute a renewal application and all documents relating to same, to the Commonwealth of Kentucky, Department of Housing, Buildings and Construction for Local Expanded Jurisdiction for the Fire Prevention Division; and

WHEREAS, in Order to renew the agreement, the City must comply with 815 KAR 7:110 by submitting a Renewal Application for Local Building Expanded Jurisdiction to the Department of Housing, Buildings and Construction. This expanded jurisdiction will better serve the contractors and business owners in the City of Paducah.

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

SECTION 1. The Mayor is hereby authorized to execute a renewal application, agreement and all documents relating to same, to the Commonwealth of Kentucky, Department of Housing, Buildings and Construction for Local Expanded Jurisdiction and HVAC Plan Review, permitting and inspection responsibility for the Fire Prevention Division.

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

**COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HOUSING, BUILDINGS AND CONSTRUCTION
500 MERO STREET, 1ST FLOOR
FRANKFORT, KENTUCKY 40601-1298
TELEPHONE: 502-573-0365
FAX: 502-573-1057**

**AGREEMENT WITH CITY OF PADUCAH GRANTING HVAC PLAN REVIEW,
PERMITTING AND INSPECTION RESPONSIBILITY PURSUANT TO KRS
198B.6673(2)**

WHEREAS, Chapter 198B of the Kentucky Revised Statutes authorizes the creation of the uniform state building code within the boundaries of the Commonwealth of Kentucky and assigns specific enforcement responsibilities to each local government and to the Department of Housing, Buildings and Construction (“Department”); and

WHEREAS, the Kentucky Building Code is adopted by administrative regulation, 815 KAR 7:120, and the Kentucky Residential Code is adopted by administrative regulation, 815 KAR 7:125; and

WHEREAS, Heating, Ventilation, and Air Conditioning (“HVAC”) is regulated pursuant to KRS 198B.650 through 198B.689 and 815 KAR Chapter 8; and

WHEREAS, pursuant to KRS 198B.6673(2), the Department may authorize local government entities to administer, carry out, and enforce the applicable statutes, regulations, and code of the Department relating to HVAC with approval by the Department; and

WHEREAS, the Department has previously granted the City of Paducah additional responsibility pursuant to KRS 198B.6673(2) and 815 KAR 8:100; and

WHEREAS, the City of Paducah has met all criteria required for a renewal of its local jurisdiction HVAC program pursuant to KRS 198B.6673(2) and 815 KAR 8:100.

Section I: Jurisdiction Granted to Local Program

The City of Paducah shall assume primary plan review, permitting, inspection, and enforcement responsibility of initial HVAC installations and major repairs or substantial operations to an HVAC system under KRS 198B.650 through 198B.689, 815 KAR Chapter

8, the Kentucky Building Code, and the Kentucky Residential Code for all buildings within its jurisdictional limits with the exception of those found in Section II of this agreement.

Section II: Jurisdiction Retained by Department

The Department shall retain HVAC plan review, permitting, inspection and enforcement responsibility within the jurisdictional limits of the City of Paducah for all of the following buildings:

1. Institutional buildings;
2. Facilities required to be licensed by the Cabinet for Health and Family Services; including, for example, day care centers hospitals, nursing homes, and other similar facilities;
3. State owned buildings or state leased facilities; and
4. Industrialized building systems, including modular homes, unless the HVAC system is installed on site in the jurisdictional limits of the City of Paducah

Section III: Inspectors and Plan Reviewers

It is further understood and agreed that continuation of this increased responsibility for the City of Paducah shall be contingent upon continued supervision of the city's local HVAC program by one or more HVAC inspectors and plan reviewers who shall meet and maintain the qualifications found in 815 KAR 8:100(2)(2) and 815 KAR 8:100(2)(3). The City of Paducah shall immediately notify the Department of any changes to the program, inspectors, or plan reviewers employed or under contract.

Section IV: Complaints

The City of Paducah shall address all complaints related to HVAC projects within the city's jurisdiction, and document all findings and resolutions reached, if any.

Section V: Violations

The City of Paducah's program shall investigate all HVAC violations that occur within the jurisdiction, issue stop work orders, or require other remedial measures as appropriate. Additionally, local programs shall initiate and fully cooperate with County Attorneys and Commonwealth's Attorneys regarding criminal cases resulting from cited

violations. The City of Paducah's employees shall act as witnesses for the Department in all licensing violation proceedings, as needed and requested by the Department. Violations and their resolutions shall be documented in writing and forwarded to the Department, Division of HVAC upon completion.

Section VI: Accounting of Fees

Accurate accounts shall be maintained by the City of Paducah for all plan review, permitting, and inspection fees under its HVAC program. Fees shall be deposited monthly in the local government's treasury or otherwise as required by law.

Section VII: Record Retention and Audits

The City of Paducah shall maintain official records of all applications received, permits and certificates issued, fees collected, reports of inspections created, complaints, violations, and notices or orders issued related to the HVAC program. Records shall be retained for the period required for retention of public records as established by the Kentucky Department of Libraries and Archives, pursuant to 725 KAR 1:061.

Section VIII: Deficiencies

Any deficiencies identified in the City of Paducah's HVAC program shall be addressed pursuant to 815 KAR 8:100(10).

Section IX: Term

The jurisdiction granted by agreement to the City of Paducah shall be in force and effect for a maximum of three (3) years upon execution of this agreement so long as the program remains compliant and in good standing. This agreement shall be effective through June ____, 2029. However, it may be cancelled pursuant to KRS 198B.6673 and 815 KAR 8:100, with thirty (30) days written notice from either party.

ENTERED this ____ day of June, 2026.

HAVE SEEN AND AGREED:

George P. Bray, Mayor
City of Paducah

Date

Jonathon M. Fuller, Commissioner
Department of Housing, Buildings and
Construction

Date

Approved as to Form and Legality:

Molly C. Smith, General Counsel
Department of Housing, Buildings and
Construction

Date

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HOUSING, BUILDINGS AND CONSTRUCTION
500 MERO STREET, 1st FLOOR
FRANKFORT, KENTUCKY 40601
TELEPHONE: 502-573-0365
FAX: 502-573-1057

**AGREEMENT WITH THE CITY OF PADUCAH GRANTING ADDITIONAL
RESPONSIBILITY PURSUANT TO KRS 198B.060(5)**

WHEREAS, Chapter 198B of the Kentucky Revised Statutes ("KRS") requires the creation of a uniform state building code within the boundaries of the Commonwealth and assigns specific enforcement responsibilities to both the Department of Housing, Buildings and Construction ("Department") and to local governments; and

WHEREAS, the Kentucky Building Code is adopted by administrative regulation, 815 KAR 7:120, and the Kentucky Residential Code is adopted by administrative regulation, 815 KAR 7:125; and

WHEREAS, KRS Chapter 198B also provides that local governments may undertake additional plan review responsibility and inspection responsibility upon the approval of the Commissioner of the Department; and

WHEREAS, the City of Paducah has adopted, by ordinance, the Kentucky Building Code 815 KAR 7:120, and the Kentucky Residential Code, 815 KAR 7:125 and required, by ordinance, inspection of all one and two family dwellings in accordance with the Kentucky Residential Code; and

WHEREAS, the Department has previously granted the City of Paducah additional responsibility pursuant to KRS 198B.060(5); and

WHEREAS, the City of Paducah has submitted an application to renew its Expanded Jurisdiction program; and

WHEREAS, the City of Paducah has met all criteria required for renewal of its Expanded Jurisdiction program pursuant to KRS Chapter 198B and 815 KAR 7:110 Section 4.

Section I: Jurisdiction Granted to Local Program

The City of Paducah shall assume primary plan review, inspection, and enforcement responsibility under the Kentucky Building Code, 815 KAR 7:120; the International Building Code and Kentucky Amendments as adopted by reference therein; the Kentucky Residential Code, 815 KAR 7:125; the International Residential Code and Kentucky Amendments as adopted by reference therein; and all other applicable laws and regulations for the construction and alteration of all buildings within its jurisdictional limits with the exception of those found in Section II of this agreement.

Section II: Jurisdiction Retained by Department

The Department shall retain plan review, inspection, and enforcement responsibility within the jurisdictional limits of the City of Paducah for all of the following buildings:

1. Institutional buildings;
2. Facilities required to be licensed by the Cabinet for Health and Family Services; including, for example, day care centers, hospitals, nursing homes, and other similar facilities;
3. State owned buildings or state leased facilities; and
4. Industrialized building systems (including modular homes), except for on-site placement and assembly of modular homes.

Section III: Plumbing

Permitting, plan review, inspection, and enforcement related to all plumbing systems within the jurisdictional limits of the City of Paducah shall be conducted by the Department of Housing, Buildings and Construction, Division of Plumbing.

Section IV: HVAC

Permitting, inspection, and enforcement related to all heating, ventilation, and air conditioning systems within the jurisdictional limits of the City of Paducah shall be as set forth in the agreement entered into on June _____, 2026, between the Department of Housing, Buildings and Construction and the City of Paducah.

Section V: Electrical

The City of Paducah shall be responsible for the permitting, plan review, inspection, and enforcement related to electrical systems in all buildings within its jurisdictional limits with the exception of State-owned property. All electrical inspections and plan review shall be conducted by a certified electrical inspector employed by the City of Paducah or contracted to work for the City of Paducah.

Section VI: Local Jails

Local jails are subject to regulation by the Department of Corrections. Plan review, inspection, and enforcement responsibility of local jails shall not be subject to this agreement.

Section VII: Inspectors and Plan Reviewers

It is further understood and agreed that continuation of this increased responsibility for the City of Paducah shall be contingent upon continued employment or contracting of a certified building inspector, level III and a certified electrical inspector. All inspectors shall maintain their certification in good standing. The City of Paducah shall immediately notify the Department of any changes to any inspectors employed or under contract.

Section VIII: Record Retention

Pursuant to 815 KAR 7:110 Section 2(2), the City of Paducah shall maintain all records in compliance with the Department's record retention schedule as established by the Kentucky Department of Libraries and Archives, 725 KAR 1:061.

Section IX: Complaints

The City of Paducah shall address all complaints related to projects within its jurisdiction, and document all findings and resolutions reached, if any.

Section X: Continuing Education

The Department shall provide continuing education seminars for local building officials, plan reviewers, and inspectors, and shall assist the local building program on a consulting basis by providing code interpretation services, enforcement assistance services, and administrative review services.

Section XI: Deficiencies

Any deficiencies identified in the City of Paducah's expanded jurisdiction program shall be addressed pursuant to 815 KAR 7:110 Section 4(3).

Section XII: Term

The jurisdiction granted by agreement to the City of Paducah shall be in force and effect for a maximum of three (3) years upon execution of this agreement so long as the program remains compliant and in good standing. This agreement shall be effective through June _____, 2029. However, it may be canceled pursuant to 815 KAR 7:110 Section 3(2)(b).

ENTERED this ____ day of June 2026.

HAVE SEEN AND AGREED:

George P. Bray, Mayor
City of Paducah

Date

Jonathon "Max" Fuller, Commissioner
Department of Housing, Buildings and
Construction

Date

Approved as to Form and Legality:

Molly C. Smith, General Counsel
Department of Housing, Buildings and
Construction

Date

Agenda Action Form

Paducah City Commission

Meeting Date: July 14, 2026

Short Title: Text Amendment of Sections 126-69 Mobile Home Parks and 126-79 Qualified Manufactured Homes of the Paducah Zoning Ordinance - **J. FOWLER-SOMMER**

Category: Ordinance

Staff Work By: Josh Fowler-Sommer, Carol Gault, Wes Banks

Presentation By: Josh Fowler-Sommer

Background Information: On July 1, 2026 KRS 100.348 will take effect. This new KRS states that Qualified Manufactured Homes must be allowed in all residential zones. A Qualified Manufactured Home can also be placed on nonconforming lots. Qualified Manufactured Homes must follow the same performance standards as stick-built homes in residential zones.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. ORD - 126-79 Qualified Manufactured Homes
2. KRS 100.348
3. TXT2026-0003 Staff Report Manufactured Housing BOC

ORDINANCE 2026-____ - _____

AN ORDINANCE AMENDING CHAPTER 126-69 MOBILE HOME PARKS AND 126-79 QUALIFIED MANUFACTURED HOMES OF THE CODE OF ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY

WHEREAS, the Paducah Planning Commission held a public hearing on June 1, 2026 after advertisement pursuant to law; and

WHEREAS, the Planning Commission adopted a Resolution recommending an amendment to Sections 126-69 and 126-79 of the Paducah Zoning Code; and

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

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

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

Sec. 126-69. Mobile home parks Land-lease communities.

~~Mobile home parks or trailer parks~~ Land-lease communities shall be conditional uses ~~only in the R-3 and R-4 Residential Zones in all residential zones and shall be principally permitted in the B-1, B-3, HBZ, M-1, M-2 and M-3 Zones~~ comply with the following requirements: Zones not mentioned herein are expressly prohibited from land-lease community development. The following provisions shall apply.

1. *Minimum area requirements.* ~~No mobile home park~~ land-lease community shall be permitted on an area of less than five (5) acres; however, the developer may develop the ~~park in stages as long as the developer complies with an overall plan~~ community in stages as long as an approved overall plan is complied with.
2. *Lot Minimum yard requirements.* Individual lots ~~within a mobile home park~~ shall not be less than four thousand (4,000) square feet ~~in area with only one (1) mobile manufactured home per lot.~~ Minimum The minimum lot width shall be forty (40) feet.
3. *Setback.* No ~~mobile manufactured~~ home or structure shall be located closer than ~~the minimum front yard setback provision of the zone in which it is located~~ twenty-five (25) feet to the street. No ~~mobile manufactured~~ home shall be located closer than fifteen (15) feet to any ~~building within the park or to any property line of the park~~ community.
4. *Spacing.* No ~~mobile manufactured~~ home shall be located within twenty (20) feet of another ~~mobile~~ home except that a minimum end-to-end clearance of not less than fifteen (15) feet shall be permitted.
5. *Screening.* ~~The entire perimeter of the mobile home park or trailer park, except for designated entrance and exit ways, shall be provided with a landscape screen. The landscape screen shall be as provided in section 126-3 with a planting width of at least five (5) feet. The planting screen shall be set back at least fifteen (15) feet from any property line which abuts a public thoroughfare or street. Where screening is required, building setback lines shall be computed from the interior edge of the screen. In the case of a planting screen, the interior edge of the screen is defined as a line located two (2) feet on center toward the interior from the most interiorly located plant member of the planting screen.~~ A land-lease community shall be screened in accordance with 126-83 (e) (6).
6. *Streets.* All ~~mobile home spaces~~ lots shall abut upon a street of not less than thirty (30) feet in width. All streets shall have a pavement width of not less than twenty (20) feet, ~~and access to a public street.~~ All streets ~~within a mobile home park~~ shall be hard-surfaced and well lighted lit.
7. *Utilities.* All lots ~~within the mobile home park~~ shall be provided with all required facilities, to include, ~~as at a minimum;~~ water, sewer and electrical facilities meeting standards specified by ~~city~~ City and State regulations. Each ~~mobile~~ manufactured home shall be properly connected with said utilities.

8. *Accessory structures.* No accessory ~~buildings or structures~~ structure, including patios and pads, shall be located within five (5) feet of any individual interior lot (mobile home space) line, or closer than ten (10) feet to any property line of the park community.

9. ~~*Plan approval.*~~

a. ~~Because mobile home parks are permitted only as conditional uses, the prospective developer, before attempting to obtain a building permit or beginning any construction, shall prepare a plan showing the bearings and lot dimensions of the parcel he intends to develop, the location with respect to the city, the general layout or design he intends to follow and improvements he intends to install on the land. He shall then present the proposal to the Planning Commission.~~

b. ~~Before approving the intended development plan, the Planning Commission may make suggestions to the developer in order to insure proper design standards to minimize traffic difficulties, to safeguard adjoining properties, to insure that the residential characteristics of the neighborhood are preserved and that the public health, safety and welfare are protected.~~

c. ~~Upon approval by the Planning Commission the developer shall follow the procedure set forth in section 126-68.~~

10. 9. *Storage of trailers or boats.* Trailers used exclusively for the purpose of traveling or camping and which do not exceed the dimensions of eight (8) feet by twenty-four (24) feet, as well as boats which do not exceed these dimensions, may be stored in the rear yard of any lot provided yard requirements are maintained and ~~that~~ the trailer is not used as a dwelling.

Sec. 126-79. Qualified manufactured homes.

Qualified manufactured homes ~~are~~ shall be permitted in the R-2, R-3 and R-4 Zones for single-family residential purposes with the following provisions which shall be made prior to occupancy. Qualified manufactured homes shall be subject to the zone requirements performance standards for single-family residential structures in residential zones in addition to the following:

1. ~~Manufactured homes must be a qualified manufactured home that meets~~ Qualified manufactured homes shall meet the following criteria:

a. ~~Is manufactured on or after July 15, 2002~~ a date not to exceed five (5) years prior to the date of installation and has all parts that operate only during transport removed.

b. Is affixed to a permanent foundation, is connected to the appropriate facilities and is installed in compliance with KRS 227.570. The term "permanent foundation" means a system of supports that is:

1. Capable of transferring, without failure, into soil or bedrock, the maximum design load imposed by or upon the structure and complies with KRS 227.570.

2. ~~Constructed of concrete~~ with materials that are compatible with surrounding residential structures so long as the materials do not compromise the structural engineering of the home in conflict with KRS 227.570.

3. Placed at a depth below grade adequate to prevent frost damage in accordance with the manufacturer's installation requirements and KRS 222.570.

c. Has a width of at least twenty (20) feet at its smallest width measurement or is two (2) stories in height.

d. The ~~structure~~ home must be oriented on the lot ~~or parcel~~ so that its main entrance door faces the street. In the case of a corner lot, any new home shall face the street of which a majority of the homes on the same block face are oriented.

e. ~~Is not located in a manufactured home land lease community. Manufactured homes in a land lease community shall comply with section 126-69.~~

f. The ~~structure~~ home is compatible, in terms of assessed value, with single-family housing stock located within a one-eighth (1/8) mile or less radius.

2. ~~Compatibility standards. Proposed qualified manufactured homes shall meet the following compatibility standards as they relate to single-family housing stock within a one-eighth (1/8) mile or less of the site.~~

- a. The square feet of living space shall be ~~within one thousand (1,000) square feet of living space on the ground floor as other housing stock, but in no case shall be less than one thousand (1,000) square feet in the R-2 Zone and nine hundred (900) square feet in the R-3 and R-4 Zones~~ the same as prescribed for the zone in which the qualified manufactured home is proposed, subject to a minimum of nine hundred (900) square feet.
 - b. The roof pitch shall follow the performance standards of the R-1 and R-2 Zones or be within two (2) inches of rise as other housing stock in the R-3 and R-4 Zones but in no case shall be less than ~~3:12~~ 4:12.
 - c. The exterior finishing materials shall be consistent with other single-family housing stock within a one-eighth (1/8) mile.
3. ~~All wheels, springs, axles, lights and towing apparatus shall be removed.~~
 4. ~~The roof covering shall be shingle or metal.~~
 5. The foundation shall be screened with ~~masonry block or brick, stone, block, concrete or other materials commonly used of which a majority of the homes in the same block face uses.~~
 6. If no single-family structures exist within one-eighth (1/8) of a mile ~~or if the home is proposed in a commercial or industrial zone~~, the following minimum standards shall apply:
 - a. The structure shall have a gable or hipped roof pitched at least three (3) inches of rise over twelve (12) inches of run, covered with shingles, ~~ribbed metal~~ or ~~standing seam~~ metal.
 - b. The structure shall be sided with wood, aluminum, vinyl, brick, hardi-plank or stucco.
 7. One (1) qualified manufactured home shall be located on one (1) lot. However, if a qualified manufactured home is proposed to abridge one (1) or more property lines due to limited space, a deed must be recorded at the McCracken County Clerk's office showing each lot ~~or parcel~~ as lot ~~or parcel~~ A, B, C, etc. within one (1) legal description. A copy of said deed shall be submitted to the ~~Department of Planning~~ Planning Department within three (3) months of ~~application~~ petition approval. In no case shall a qualified manufactured home abridge a property line if it can fit onto one (1) lot.
 8. No ~~type of~~ manufactured housing shall be permitted in any existing or pending historic district including, but not limited to; Wallace Park, Northside or Jefferson Street – Fountain Avenue or the following non-residential or mixed-use zones: R-1 Low Density Residential Zone, NSZ Neighborhood Services Zone, NCCZ Neighborhood Commercial Corridor Zone, H-1 Historic Commercial Zone, H-2 Historic Neighborhood Zone, POP Planned Office Park, HM Hospital Medical Zone, MU Mixed-Use Zone, B-2-T Downtown Business Townlift Zone and A-1 Civic Center Zone.
 9. A manufactured home that does not meet the minimum width of twenty (20) feet or minimum total living area of nine hundred (900) square feet may be treated as a qualified manufactured home within this section if it cannot conform to the minimum lot size requirements for the zone in question. A qualified manufactured home may be permitted, subject to Section 126-64 (d) of the Paducah Zoning Ordinance. All other requirements for a qualified manufactured home must be met.

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

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced to the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by *The Paducah Sun*, _____
ORD\PLAN\126-79 Qualified Manufactured Homes

100.348 Compatibility standards for manufactured homes — Definitions — Adoption of standards by local governments. (Effective July 1, 2026)

- (1) The Kentucky General Assembly hereby recognizes and affirms that the protection of property values is a legitimate issue to local governments and the enactment of regulations designed to protect property values is a proper exercise of local government legislative power. At the same time, the Kentucky General Assembly hereby recognizes and affirms that while local governments have legitimate authority to enact reasonable zoning regulations, the provision of quality, affordable housing through qualified manufactured homes serves an essential public purpose.
- (2) As used in this section, unless the context requires otherwise:
 - (a) "Compatibility standards" means standards that have been enacted by a local government under the authority of this section for the purpose of protecting and preserving the monetary value of real property located within the local government's jurisdiction;
 - (b) "Local government" means a city, county, urban-county government, charter county government, unified local government, or consolidated local government that is engaged in planning and zoning under KRS Chapter 100;
 - (c) "Manufactured home" means a single-family residential dwelling constructed after June 15, 1976, in accordance with the National Manufactured Home Construction and Safety Standards Act of 1974, 42 U.S.C. Section 5401, et seq., as amended, and designed to be used as a single-family residential dwelling with or without permanent foundation when connected to the required utilities, and which includes the plumbing, heating, air conditioning, and electrical systems contained therein;
 - (d) "Qualified manufactured home" means a manufactured home that meets all of the following criteria:
 1. Is manufactured on a date not to exceed five (5) years prior to the date of installation and has all parts that operate only during transport removed;
 2. Is affixed to a permanent foundation and is connected to the appropriate facilities and is installed in compliance with KRS 227.570;
 3. Has a width of at least twenty (20) feet at its smallest width measurement or is two (2) stories in height and oriented on the lot or parcel so that its main entrance door faces the street; and
 4. Has a minimum total living area of nine hundred (900) square feet; and
 - (e) "Permanent foundation" means a system of supports that is:
 1. Capable of transferring, without failure, into soil or bedrock, the maximum design load imposed by or upon the structure and complies with KRS 227.570;
 2. Constructed with materials that are compatible with surrounding residential structures so long as the materials do not compromise the structural engineering of the home in conflict with KRS 227.570; and
 3. Placed at a depth below grade adequate to prevent frost damage, in

accordance with the manufacturer's installation requirements and KRS 227.570.

- (3) Except as provided in subsection (4) of this section, a local government shall not adopt or enforce any zoning regulation, ordinance, or other requirement that:
 - (a) Excludes qualified manufactured homes from any residential zone where single-family residences are permitted;
 - (b) Discriminates against qualified manufactured homes; or
 - (c) Imposes foundation requirements on manufactured homes that:
 - 1. Conflict with the structural engineering of the homes;
 - 2. Conflict with KRS 227.570; or
 - 3. Require more than one (1) type of permanent foundation system.
- (4) Any local government may adopt and enforce, as a part of its zoning regulations, compatibility standards governing the placement of qualified manufactured homes in residential zones within the local government's jurisdiction. Compatibility standards shall be adopted, amended, and enforced in the same manner as other zoning regulations and shall be in addition to any zoning regulations that are generally applicable to single-family residences. Any architectural compatibility standards applied to qualified manufactured homes must be equivalent to, and not more stringent than, those standards applied to other single-family residential structures in the same zone. The compatibility standards shall be designed to ensure that when a qualified manufactured home is placed in a residential zone it is compatible, in terms of assessed value, with existing housing located within a one-eighth (1/8) mile or less radius from the proposed location of the qualified manufactured home. The compatibility standards adopted by a local government shall be limited to the following architectural features that have a significant impact on the overall assessed value of the structure:
 - (a) Roof pitch;
 - (b) Square footage of livable space;
 - (c) Type and quality of exterior finishing materials;
 - (d) Foundation skirting;
 - (e) Existence and type of attached structures; and
 - (f) Setback restrictions, lot dimensions, and orientation of the home on the lot, so long as they are no stricter than those for site-built homes within the same zone.
- (5) A manufactured home that does not meet the minimum width of twenty (20) feet or minimum total living area of nine hundred (900) square feet needed to be considered a qualified manufactured home under subsection (2)(d) of this section may be treated as a qualified manufactured home for purposes of subsections (3) and (4) of this section if:
 - (a) The setback requirements or lot dimensions would not reasonably accommodate a home meeting these minimum dimensions;
 - (b) The home is the maximum width and square footage that could reasonably fit on the lot while complying with all applicable setback requirements and other

zoning regulations; and

- (c) The home otherwise meets all other requirements of a qualified manufactured home under this section.
- (6) This section shall not be construed to affect, modify, or abolish restrictions contained in recorded deeds, covenants, or developers' subdivision restrictions.
- (7) This section shall not be construed as limiting in any way the authority of local governments to adopt regulations designed to protect historic properties or historic districts.
- (8) Any zoning regulation, ordinance, or requirement that violates this section is void and unenforceable.
- (9) Cities located in a county containing a consolidated local government that do not have the authority to adopt zoning regulations as set out in KRS 100.137(3) may enact compatibility standards pursuant to subsection (4) of this section that are in lieu of standards adopted by the consolidated local government.

Effective: July 1, 2026

History: Amended 2025 Ky. Acts ch. 154, sec. 1, effective July 1, 2026. — Created 2002 Ky. Acts ch. 337, sec. 1, effective July 1, 2003.

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TEXT AMENDMENT PADUCAH BOARD OF COMMISSIONERS

CASE NO.	TXT2026-0003
TITLES	126-69 Mobile home parks 126-79 Qualified manufactured homes
DESCRIPTION	Text change to provide for: • Updated verbiage for manufactured home parks. • Clearly define where manufactured home parks can be placed. • Revise qualified manufactured homes in accordance with KRS 100.348.

PROCEDURAL NOTE

Zoning text amendments are first heard before the Paducah Planning Commission at a public hearing, pursuant to KRS 100.211 (2). The Planning Commission held said hearing on June 1, 2026 and forwarded a favorable recommendation.

CONSIDERATIONS

Mobile home parks are now more commonly known as land-lease communities. The term “mobile home park” can invoke a stigma that no longer exists or can be relevant.

The changes to Section 126-79 for qualified manufactured homes all relate to a revision of KRS 100.348, passed by the General Assembly as House Bill 160.

<https://apps.legislature.ky.gov/record/25rs/hb160.html>

TEXT AMENDMENTS

The proposed amendments are as follows:

Sec. 126-69. ~~Mobile home parks~~ Land-lease communities.

~~Mobile home parks or trailer parks~~ Land-lease communities shall be conditional uses ~~only in the R-3 and R-4 Residential Zones~~ in all residential zones and shall be principally permitted in the B-1, B-3, HBZ, M-1, M-2 and M-3 Zones ~~comply with the following requirements:~~ Zones not mentioned herein are expressly prohibited from land-lease community development. The following provisions shall apply.

1. *Minimum area requirements.* No ~~mobile home park~~ land-lease community shall be permitted on an area of less than five (5) acres; however, the developer may develop the ~~park in stages as long as the developer complies with an overall plan~~ community in stages as long as an approved overall plan is complied with.
2. *Lot Minimum yard requirements.* Individual lots ~~within a mobile home park~~ shall not be less than four thousand (4,000) square feet ~~in area~~ with only one (1) ~~mobile~~ manufactured home per lot. ~~Minimum~~ The minimum lot width shall be forty (40) feet.
3. *Setback.* No ~~mobile~~ manufactured home ~~or structure~~ shall be located closer than ~~the minimum front yard setback provision of the zone in which it is located~~ twenty-five (25) feet to the street. No ~~mobile~~

manufactured home shall be located closer than fifteen (15) feet to any ~~building within the park or to any~~ property line of the park community.

4. *Spacing*. No mobile manufactured home shall be located within twenty (20) feet of another mobile home except that a minimum end-to-end clearance of not less than fifteen (15) feet shall be permitted.
5. *Screening*. ~~The entire perimeter of the mobile home park or trailer park, except for designated entrance and exit ways, shall be provided with a landscape screen. The landscape screen shall be as provided in section 126-3 with a planting width of at least five (5) feet. The planting screen shall be set back at least fifteen (15) feet from any property line which abuts a public thoroughfare or street. Where screening is required, building setback lines shall be computed from the interior edge of the screen. In the case of a planting screen, the interior edge of the screen is defined as a line located two (2) feet on-center toward the interior from the most interiorly located plant member of the planting screen. A~~ land-lease community shall be screened in accordance with 126-83 (c) (6).
6. *Streets*. All ~~mobile home spaces~~ lots shall abut upon a street of not less than thirty (30) feet in width. All streets shall have a pavement width of not less than twenty (20) feet, ~~and access to a public street.~~ All streets ~~within a mobile home park~~ shall be hard-surfaced and well lighted lit.
7. *Utilities*. All lots ~~within the mobile home park~~ shall be provided with all required facilities, to include, ~~as at~~ a minimum,; water, sewer and electrical facilities meeting standards specified by city City and State regulations. Each mobile manufactured home shall be properly connected with said utilities.
8. *Accessory structures*. No accessory ~~buildings or structures~~ structure, including patios and pads, shall be located within five (5) feet of any individual interior lot (~~mobile home space~~) line, or closer than ten (10) feet to any property line of the park community.

~~9. Plan approval.~~

- ~~a. Because mobile home parks are permitted only as conditional uses, the prospective developer, before attempting to obtain a building permit or beginning any construction, shall prepare a plan showing the bearings and lot dimensions of the parcel he intends to develop, the location with respect to the city, the general layout or design he intends to follow and improvements he intends to install on the land. He shall then present the proposal to the Planning Commission.~~
- ~~b. Before approving the intended development plan, the Planning Commission may make suggestions to the developer in order to insure proper design standards to minimize traffic difficulties, to safeguard adjoining properties, to insure that the residential characteristics of the neighborhood are preserved and that the public health, safety and welfare are protected.~~
- ~~c. Upon approval by the Planning Commission the developer shall follow the procedure set forth in section 126-68.~~

10. 9. Storage of trailers or boats. Trailers used exclusively for the purpose of traveling or camping and which do not exceed the dimensions of eight (8) feet by twenty-four (24) feet, as well as boats which do not exceed these dimensions, may be stored in the rear yard of any lot provided yard requirements are maintained and ~~that~~ the trailer is not used as a dwelling.

Sec. 126-79. Qualified manufactured homes.

Qualified manufactured homes ~~are~~ shall be permitted ~~in the R-2, R-3 and R-4 Zones~~ for single-family residential purposes with the following provisions which shall be made prior to occupancy. Qualified

manufactured homes shall be subject to the zone ~~requirements~~ performance standards for single-family residential structures in residential zones in addition to the following:

1. ~~Manufactured homes must be a qualified manufactured home that meets~~ Qualified manufactured homes shall meet the following criteria:
 - a. Is manufactured on ~~or after July 15, 2002~~ a date not to exceed five (5) years prior to the date of installation and has all parts that operate only during transport removed.
 - b. Is affixed to a permanent foundation, is connected to the appropriate facilities and is installed in compliance with KRS 227.570. The term "permanent foundation" means a system of supports that is:
 1. Capable of transferring, without failure, into soil or bedrock, the maximum design load imposed by or upon the structure and complies with KRS 227.570.
 2. Constructed ~~of concrete~~ with materials that are compatible with surrounding residential structures so long as the materials do not compromise the structural engineering of the home in conflict with KRS 227.570.
 3. Placed at a depth below grade adequate to prevent frost damage in accordance with the manufacturer's installation requirements and KRS 222.570.
 - c. Has a width of at least twenty (20) feet at its smallest width measurement or is two (2) stories in height.
 - d. The ~~structure~~ home must be oriented on the lot ~~or parcel~~ so that its main entrance door faces the street. In the case of a corner lot, any new home shall face the street of which a majority of the homes on the same block face are oriented.
 - e. ~~Is not located in a manufactured home land-lease community. Manufactured homes in a land-lease community shall comply with section 126-69.~~
 - f. The ~~structure~~ home is compatible, in terms of assessed value, with single-family housing stock located within a one-eighth (1/8) mile or less radius.
2. Compatibility standards. ~~Proposed qualified manufactured homes shall meet the following compatibility standards as they relate to single-family housing stock within a one-eighth (1/8) mile or less of the site.~~
 - a. The square feet of living space shall be ~~within one thousand (1,000) square feet of living space on the ground floor as other housing stock, but in no case shall be less than one thousand (1,000) square feet in the R-2 Zone and nine hundred (900) square feet in the R-3 and R-4 Zones~~ the same as prescribed for the zone in which the qualified manufactured home is proposed, subject to a minimum of nine hundred (900) square feet.
 - b. The roof pitch shall follow the performance standards of the R-1 and R-2 Zones or be within two (2) inches of rise as other housing stock in the R-3 and R-4 Zones but in no case shall be less than 3:12 4:12.
 - c. The exterior finishing materials shall be consistent with other single-family housing stock within a one-eighth (1/8) mile.
3. ~~All wheels, springs, axles, lights and towing apparatus shall be removed.~~
4. ~~The roof covering shall be shingle or metal.~~

5. The foundation shall be screened with ~~masonry block or~~ brick, stone, block, concrete or other materials commonly used of which a majority of the homes in the same block face uses.
6. If no single-family structures exist within one-eighth (1/8) of a mile ~~or if the home is proposed in a commercial or industrial zone~~, the following minimum standards shall apply:
 - a. The structure shall have a gable or hipped roof pitched at least three (3) inches of rise over twelve (12) inches of run, covered with shingles, ~~ribbed metal~~ or ~~standing seam~~ metal.
 - b. The structure shall be sided with wood, aluminum, vinyl, brick, hardi-plank or stucco.
7. One (1) qualified manufactured home shall be located on one (1) lot. However, if a qualified manufactured home is proposed to abridge one (1) or more property lines due to limited space, a deed must be recorded at the McCracken County Clerk's office showing each lot ~~or parcel~~ as lot ~~or parcel~~ A, B, C, etc. within one (1) legal description. A copy of said deed shall be submitted to the ~~Department of Planning~~ Planning Department within three (3) months of application petition approval. In no case shall a qualified manufactured home abridge a property line if it can fit onto one (1) lot.
8. No ~~type of~~ manufactured housing shall be permitted in any existing or pending historic district including, but not limited to; Wallace Park, Northside or Jefferson Street – Fountain Avenue or the following non-residential or mixed-use zones: ~~R-1 Low Density Residential Zone~~, NSZ Neighborhood Services Zone, NCCZ Neighborhood Commercial Corridor Zone, H-1 Historic Commercial Zone, H-2 Historic Neighborhood Zone, POP Planned Office Park, HM Hospital Medical Zone, MU Mixed-Use Zone, B-2-T Downtown Business Townlift Zone and A-1 Civic Center Zone.
9. A manufactured home that does not meet the minimum width of twenty (20) feet or minimum total living area of nine hundred (900) square feet may be treated as a qualified manufactured home within this section if it cannot conform to the minimum lot size requirements for the zone in question. A qualified manufactured home may be permitted, subject to Section 126-64 (d) of the Paducah Zoning Ordinance. All other requirements for a qualified manufactured home must be met.

STAFF RECOMMENDATION

Based upon the above, staff recommends the Board of Commissioners accept the positive recommendation of the Planning Commission to adopt the proposed zoning text amendment.

Agenda Action Form

Paducah City Commission

Meeting Date: July 14, 2026

Short Title: Text Amendment of Section 126-102 Low Density Residential Zone, R-1 of the Paducah Zoning Ordinance - **J. FOWLER-SOMMER**

Category: Ordinance

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

Background Information: The revised KRS 100.348 permits Qualified Manufactured Homes in all residential zones. In order to maintain neighborhood character, staff is proposing a standard 5:12 roof pitch and permanent foundation, regardless if a new single-family home is stick-built or qualified manufactured.

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

If yes, please list the Commission Priority: Quality Housing

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. ORD - 126-102 – R-1 Zone 2026
2. TXT2023-0009 R-1 Zone BOC

ORDINANCE 2026-____-_____

**AN ORDINANCE AMENDING CHAPTER 126-102 LOW DENSITY RESIDENTIAL
ZONE, R-1 OF THE CODE OF ORDINANCE OF THE CITY OF PADUCAH,
KENTUCKY**

WHEREAS, the Paducah Planning Commission held a public hearing on June 1, 2026, after advertisement pursuant to law; and

WHEREAS, the Planning Commission adopted a Resolution recommending an amendment to Sections 126-102 of the Paducah Zoning Code; and

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

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

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

Sec. 126-102. Low Density Residential Zone, R-1.

The purpose of this zone is to provide for residential development of an open nature.

(1) Principal permitted uses.

- a. Single-family dwellings;
- b. Two-family dwellings;
- c. Park, playground or community center owned and operated by a governmental agency;
- d. Special event short-term rentals.

(2) Single-family dwellings.

- a. Minimum ground floor area. No building shall be erected for residential purposes having a ground floor area of less than one thousand, two hundred (1,200) square feet, exclusive of porches, breezeways, terraces, garages and ~~exterior and secondary~~ stairways. All new single-story homes shall have a roof pitch of at least 5:12. All foundations shall be permanent.
- b. Minimum yard requirements.
 1. Front yard: Forty (40) feet.
 2. Side yard: Eight (8) feet.
 3. Rear yard: Twenty-five (25) feet.
 4. Lots abutting two (2) streets shall comply with the front yard setback provisions along both streets ~~the street upon which the building on the corner lot fronts~~. A fifteen (15)-

foot reduction ~~in the front yard provisions~~ is allowed on the side yard facing the secondary street, provided such reduction does not result in a side yard of less than twenty-five (25) feet.

- c. Minimum area requirements.
 - 1. Minimum lot area: Twelve thousand (12,000) square feet.
 - 2. Minimum lot width: Seventy-five (75) feet.
- d. Maximum building height: Thirty-five (35) feet.
- e. Parking shall be per section 126-71. Additionally, there shall be no more than four (4) vehicles parked in any front yard. And:
 - 1. All parking shall be minimally semi-improved to a dense grade aggregate surface.
 - 2. All trailers, campers, motor homes and boats shall not be allowed in any front yard. Such trailers and vehicles which do not exceed dimensions of eight (8) feet by twenty-four (24) feet may be stored in the rear or side yard of any lot. Such trailers and vehicles which do exceed dimensions of eight (8) feet by twenty-four (24) feet may be stored in the rear or side yard of any lot; provided side yard requirements are maintained and the trailer or vehicles are not used as a dwelling.
 - 3. Commercial vehicles, equipment and trucks with axle weights greater than one (1) ton, and/or heights greater than eight (8) feet, and/or lengths greater than thirty (30) feet shall not be ~~parked in the R-1 Zone~~ permitted. Commercial passenger cars and light duty trucks otherwise complying ~~from~~ with the requirements of this section are exempt from this requirement.

(3) *Two-family dwellings.*

- a. Minimum yard requirements.
 - 1. Front yard: Forty (40) feet.
 - 2. Side yard: Eight (8) feet.
 - 3. Rear yard: Twenty-five (25) feet.
- b. Minimum area requirements.
 - 1. Minimum lot area: Seven thousand (7,000) square feet per unit.
 - 2. Minimum lot width: Seventy-five (75) feet (per structure).
- c. Maximum building height: Thirty-five (35) feet.
- d. Parking shall be per subsection (2) (e) of this section.

(4) *Conditionally permitted uses.*

- a. Multi-family dwellings;
- b. ~~Daycare nurseries~~ Daycares;
- c. Home occupations;
- d. Places of worship (yard requirements shall be the same as the B-1 Zone).

(5) *Multi-family dwellings.*

- a. Minimum yard requirements.
 1. Front yard: Forty (40) feet.
 2. Side yard: Eight (8) feet.
 3. Rear yard: Twenty-five (25) feet.
- b. Minimum area requirements.
 1. Minimum lot area: ~~Five thousand (5,000) square feet per unit; four (4) or more units,~~
~~four~~ Four thousand (4,000) square feet per unit.
 2. Minimum lot width: Seventy-five (75) feet.
- c. Maximum building height. None.

(6) ~~Daycare nurseries~~ Daycares.

- a. Minimum lot area: One hundred (100) square feet per child.
- b. Minimum yard requirements: ~~The requirements of the zone apply to the project where located~~ Yard requirements shall be the same as the B-1 Zone.

A minimum four (4) foot wire mesh fence, or other appropriate fence as may be required by the Board of Adjustment, shall enclose the entire play area. **SECTION 2. Severability.** If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced to the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

ORD\PLAN\126-102 – R-1 Zone 2026



TEXT AMENDMENT PADUCAH BOARD OF COMMISSIONERS

CASE NO.	TXT2026-0004
TITLES	126-102 Low Density Residential Zone, R-1
DESCRIPTION	Text change to provide for: • Performance standard of a roof pitch of at least 5:12 on new single-story homes to ensure compatibility of qualified manufactured homes. • Verbiage clean-up

PROCEDURAL NOTE

Zoning text amendments are first heard before the Paducah Planning Commission at a public hearing, pursuant to KRS 100.211 (2). The Planning Commission held said hearing on June 1, 2026 and forwarded a favorable recommendation.

CONSIDERATIONS

KRS 100.348 will take effect July 1, 2026. Thereby, qualified manufactured homes will be allowed in all residential zones. In order to maintain the character of our lower-density residential zones, a roof pitch of at least 5:12 is being proposed for new single-story single-family homes. Staff worked with Fire Prevention to determine the best base roof pitch. Without this standard in place, a manufactured home of a lower roof pitch (such as the typical 3:12) would have to be permitted in the R-1 Zone, which could provide a disruption in the character of the zone. A taller roof pitch would help a qualified manufactured home to fit in better with the character of the neighborhood.

Common Roof Pitch Angles



Defining the 3/12 Slope and Angle

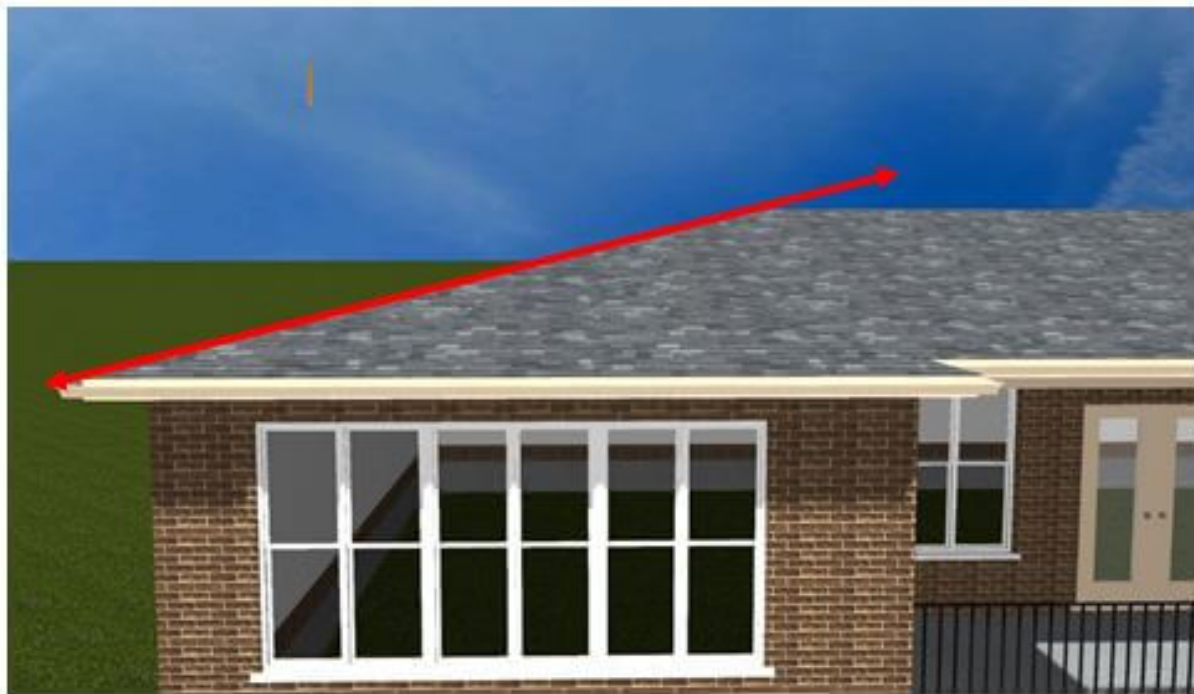
Applying the notation system to the topic, a 3/12 roof pitch means the roof rises exactly 3 inches vertically for every 12 inches of horizontal length it covers. This specific inclination is generally classified as a low-slope roof, standing right at the boundary where many traditional roofing requirements change. When converted into an angle, this pitch corresponds to approximately 14.04 degrees, which provides a tangible visualization of its gentle steepness.

This slope is significantly flatter than the moderate pitches often seen on standard residential homes, which typically range from 4/12 to 9/12. Because of this low angle, a 3/12 roof is visually subtle and is frequently used in ranch-style houses, sheds, and certain modern or minimalist architectural designs. The relatively small rise over the consistent run is easy to measure using a simple level and tape measure, making it accessible for any homeowner to verify.

Where Do You See 3/12 Roof Pitches?

The 3/12 pitch is commonly found in homes looking for a modern profile while maintaining basic drainage performance. You'll often see this pitch in:

- Ranch-style homes — Clean lines with practical slope for moderate runoff
- Mid-century modern designs — Low-slope roofs for sleek architecture
- Detached garages and workshops — Simple, cost-effective roofing
- Covered [patios](#) and porches — Directs water away without a steep look
- Dry or moderate climates — Performs well with proper materials



3:12



5:12



5:12

TEXT AMENDMENTS

The proposed amendments are as follows:

Sec. 126-102. Low Density Residential Zone, R-1.

The purpose of this zone is to provide for residential development of an open nature.

(1) *Principal permitted uses.*

- a. Single-family dwellings;
- b. Two-family dwellings;
- c. Park, playground or community center owned and operated by a governmental agency;
- d. Special event short-term rentals.

(2) *Single-family dwellings.*

- a. Minimum ground floor area. No building shall be erected for residential purposes having a ground floor area of less than one thousand, two hundred (1,200) square feet, exclusive of porches, breezeways, terraces, garages and ~~exterior and secondary~~ stairways. All new single-story homes shall have a roof pitch of at least 5:12. All foundations shall be permanent.
- b. Minimum yard requirements.
 1. Front yard: Forty (40) feet.
 2. Side yard: Eight (8) feet.
 3. Rear yard: Twenty-five (25) feet.
 4. Lots abutting two (2) streets shall comply with the front yard setback provisions along both streets ~~the street upon which the building on the corner lot fronts~~. A fifteen (15)-foot reduction ~~in the front yard provisions~~ is allowed on the side yard facing the secondary street, provided such reduction does not result in a side yard of less than twenty-five (25) feet.
- c. Minimum area requirements.
 1. Minimum lot area: Twelve thousand (12,000) square feet.
 2. Minimum lot width: Seventy-five (75) feet.
- d. Maximum building height: Thirty-five (35) feet.
- e. Parking shall be per section 126-71. Additionally, there shall be no more than four (4) vehicles parked in any front yard. And:
 1. All parking shall be minimally semi-improved to a dense grade aggregate surface.
 2. All trailers, campers, motor homes and boats shall not be allowed in any front yard. Such trailers and vehicles which do not exceed dimensions of eight (8) feet by twenty-four (24) feet may be stored in the rear or side yard of any lot. Such trailers and vehicles which do exceed dimensions of eight (8) feet by twenty-four (24) feet may be stored in the rear or side yard of

any lot; provided side yard requirements are maintained and the trailer or vehicles are not used as a dwelling.

3. Commercial vehicles, equipment and trucks with axle weights greater than one (1) ton, and/or heights greater than eight (8) feet, and/or lengths greater than thirty (30) feet shall not be ~~parked in the R-1 Zone~~ permitted. Commercial passenger cars and light duty trucks otherwise complying ~~from~~ with the requirements of this section are exempt from this requirement.

(3) *Two-family dwellings.*

- a. Minimum yard requirements.
 1. Front yard: Forty (40) feet.
 2. Side yard: Eight (8) feet.
 3. Rear yard: Twenty-five (25) feet.
- b. Minimum area requirements.
 1. Minimum lot area: Seven thousand (7,000) square feet per unit.
 2. Minimum lot width: Seventy-five (75) feet (per structure).
- c. Maximum building height: Thirty-five (35) feet.
- d. Parking shall be per subsection (2) (e) of this section.

(4) *Conditionally permitted uses.*

- a. Multi-family dwellings;
- b. ~~Daycare nurseries~~ Daycares;
- c. Home occupations;
- d. Places of worship (yard requirements shall be the same as the B-1 Zone).

(5) *Multi-family dwellings.*

- a. Minimum yard requirements.
 1. Front yard: Forty (40) feet.
 2. Side yard: Eight (8) feet.
 3. Rear yard: Twenty-five (25) feet.
- b. Minimum area requirements.
 1. Minimum lot area: ~~Five thousand (5,000) square feet per unit; four (4) or more units, four~~ Four thousand (4,000) square feet per unit.
 2. Minimum lot width: Seventy-five (75) feet.
- c. Maximum building height. None.

(6) ~~Daycare nurseries~~ Daycares.

- a. Minimum lot area: One hundred (100) square feet per child.
- b. Minimum yard requirements: ~~The requirements of the zone apply to the project where located~~
Yard requirements shall be the same as the B-1 Zone.
- c. A minimum four (4) foot wire mesh fence, or other appropriate fence as may be required by the Board of Adjustment, shall enclose the entire play area.

STAFF RECOMMENDATION

Based upon the above, staff recommends the Board of Commissioners accept the positive recommendation of the Planning Commission to adopt the proposed zoning text amendment.

Agenda Action Form

Paducah City Commission

Meeting Date: July 14, 2026

Short Title: Text Amendment of Section 126-103 Low & Medium Density Residential Zone, R-2 of the Paducah Zoning Ordinance - **J. FOWLER-SOMMER**

Category: Ordinance

Staff Work By: Carol Gault, Josh Fowler-Sommer

Presentation By: Josh Fowler-Sommer

Background Information: The revised KRS 100.348 permits Qualified Manufactured Homes in residential zones. Staff is proposing a 5:12 roof pitch and permanent foundation for all single-family homes in the R-2 Zone, regardless if they are stick-built or qualified manufactured.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. ORD - 126-103 – R-2 Zone 2026
2. TXT2023-0009 R-2 Zone BOC

ORDINANCE 2026-____-_____

**AN ORDINANCE AMENDING CHAPTER 126-103 LOW AND MEDIUM DENSITY
RESIDENTIAL ZONE, R-2 OF THE CODE OF ORDINANCE OF THE CITY OF
PADUCAH, KENTUCKY**

WHEREAS, the Paducah Planning Commission held a public hearing on June 1, 2026, after advertisement pursuant to law; and

WHEREAS, the Planning Commission adopted a Resolution recommending an amendment to Sections 126-103 of the Paducah Zoning Code; and

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

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

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

Sec. 126-103 Low and Medium Density Residential Zone, R-2.

(1) Principal permitted uses.

- a. Single-family dwellings.
- b. Two-family dwellings.
- c. Park, playground or community center owned and operated by a governmental agency.
- d. Special event short-term rentals.

(2) Conditionally permitted uses.

- a. ~~Daycare nurseries~~ Daycares;
- b. Home occupations;
- c. Multi-family dwellings;
- d. Bed and breakfast;
- e. Places of worship (yard requirements shall be the same as the B-1 Zone).
- f. Short-term rentals.

(3) Single-family dwellings.

- a. Minimum ground floor area. No building shall be erected for residential purposes having a ground floor area of less than one thousand (1,000) square feet, exclusive of porches, breezeways, terraces, garages and ~~exterior and secondary~~ stairways. All new single-story homes shall have a roof pitch of at least 5:12. All foundations shall be permanent.

- b. Minimum yard requirements.
 - 1. Front yard: Twenty-five (25) feet.
 - 2. Side yard: Six (6) feet.
 - 3. Rear yard: Twenty-five (25) feet.
- c. Minimum area requirements.
 - 1. Minimum lot area: Ten thousand (10,000) square feet.
 - 2. Minimum lot width: Sixty (60) feet.
- d. Maximum building height: Thirty-five (35) feet.
- e. Parking shall be per section 126-102 (2) (e).

(4) *Two-family dwellings.*

- a. Minimum yard requirements.
 - 1. Front yard: Twenty-five (25) feet.
 - 2. Side yard: Six (6) feet.
 - 3. Rear yard: Twenty-five (25) feet.
- b. Minimum area requirements.
 - 1. Minimum lot area: Six thousand (6,000) square feet per unit.
 - 2. Minimum lot width: Sixty (60) feet (per structure).
- c. Maximum building height: Thirty-six (36) feet.
- d. Parking shall be per section 126-102 (2) (e).

(5) *Multi-family dwellings.*

- a. Minimum yard requirements.
 - 1. Front yard: Twenty-five (25) feet.
 - 2. Side yard: Six (6) feet.
 - 3. Rear yard: Twenty-five (25) feet.
- b. Minimum area requirements.
 - 1. Minimum lot area: Four thousand (4,000) square feet per unit.
 - 2. Minimum lot width: Seventy-five (75) feet.
- c. Maximum building height. None.

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

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced to the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

ORD\PLAN\126-103 – R-2 Zone 2026



TEXT AMENDMENT PADUCAH BOARD OF COMMISSIONERS

CASE NO.	TXT2026-0005
TITLES	126-103 Low and Medium Density Residential Zone, R-2
DESCRIPTION	Text change to provide for: • Performance standard of a roof pitch of at least 5:12 on new single-story homes to ensure compatibility of qualified manufactured homes. • Verbiage clean-up

PROCEDURAL NOTE

Zoning text amendments are first heard before the Paducah Planning Commission at a public hearing, pursuant to KRS 100.211 (2). The Planning Commission held said hearing on June 1, 2026 and forwarded a favorable recommendation.

CONSIDERATIONS

KRS 100.348 will take effect July 1, 2026. Thereby, qualified manufactured homes will be allowed in all residential zones. In order to maintain the character of our lower-density residential zones, a roof pitch of at least 5:12 is being proposed for new single-story single-family homes. Staff worked with Fire Prevention to determine the best base roof pitch. Without this standard in place, a manufactured home of a lower roof pitch (such as the typical 3:12) would have to be permitted in the R-1 Zone, which could provide a disruption in the character of the zone. A taller roof pitch would help a qualified manufactured home to fit in better with the character of the neighborhood.

For diagrams and pictures, please refer to the staff report for the text amendment of 126-102 Low Density Residential Zone, R-1.

TEXT AMENDMENTS

The proposed amendments are as follows:

Sec. 126-103 Low and Medium Density Residential Zone, R-2.

(1) Principal permitted uses.

- a. Single-family dwellings.
- b. Two-family dwellings.
- c. Park, playground or community center owned and operated by a governmental agency.
- d. Special event short-term rentals.

(2) Conditionally permitted uses.

- a. ~~Daycare nurseries~~ Daycares;
- b. Home occupations;

- c. Multi-family dwellings;
- d. Bed and breakfast;
- e. Places of worship (yard requirements shall be the same as the B-1 Zone).
- f. Short-term rentals.

(3) *Single-family dwellings.*

- a. Minimum ground floor area. No building shall be erected for residential purposes having a ground floor area of less than one thousand (1,000) square feet, exclusive of porches, breezeways, terraces, garages and ~~exterior and secondary~~ stairways. All new single-story homes shall have a roof pitch of at least 5:12. All foundations shall be permanent.
- b. Minimum yard requirements.
 - 1. Front yard: Twenty-five (25) feet.
 - 2. Side yard: Six (6) feet.
 - 3. Rear yard: Twenty-five (25) feet.
- c. Minimum area requirements.
 - 1. Minimum lot area: Ten thousand (10,000) square feet.
 - 2. Minimum lot width: Sixty (60) feet.
- d. Maximum building height: Thirty-five (35) feet.
- e. Parking shall be per section 126-102 (2) (e).

(4) *Two-family dwellings.*

- a. Minimum yard requirements.
 - 1. Front yard: Twenty-five (25) feet.
 - 2. Side yard: Six (6) feet.
 - 3. Rear yard: Twenty-five (25) feet.
- b. Minimum area requirements.
 - 1. Minimum lot area: Six thousand (6,000) square feet per unit.
 - 2. Minimum lot width: Sixty (60) feet (per structure).
- c. Maximum building height: Thirty-six (36) feet.
- d. Parking shall be per section 126-102 (2) (e).

(5) *Multi-family dwellings.*

- a. Minimum yard requirements.
 - 1. Front yard: Twenty-five (25) feet.
 - 2. Side yard: Six (6) feet.

3. Rear yard: Twenty-five (25) feet.
- b. Minimum area requirements.
 1. Minimum lot area: Four thousand (4,000) square feet per unit.
 2. Minimum lot width: Seventy-five (75) feet.
- c. Maximum building height. None.

STAFF RECOMMENDATION

Based upon the above, staff recommends the Board of Commissioners accept the positive recommendation of the Planning Commission to adopt the proposed zoning text amendment.

Agenda Action Form

Paducah City Commission

Meeting Date: July 14, 2026

Short Title: Amend Code of Ordinances Chapter 2, Article VIII related to Procurement - **L. PARISH**

Category: Ordinance

Staff Work By: Lindsay Parish, Audra Kyle,
Lauren Delaney

Presentation By: Lindsay Parish

Background Information: This ordinance amends Division 3, Procurement, of Article VIII of Chapter 2 of the Paducah Code of Ordinances to update and clarify the City's procurement procedures.

The amendment is intended to align the City's procurement code with recent changes enacted by the Kentucky General Assembly relating to local public agency transactions, including changes to small purchase and bid advertising thresholds. To avoid future inconsistencies as state law changes, the ordinance replaces fixed dollar references where appropriate with references to the applicable statutory threshold.

The amendment also clarifies the distinction between small purchase procedures, administrative award authority, and contract execution authority. Small purchase procedures will continue to govern the method of procurement for purchases within the statutory small purchase threshold. Separately, the ordinance authorizes the City Manager to approve and award contracts up to \$75,000 after compliance with all applicable procurement requirements and verification of available appropriations. Contracts exceeding \$75,000 will continue to require approval by the Board of Commissioners.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation:

Attachments:

1. ORD - Procurement Update 2026

ORDINANCE _____ - _____ - _____

**AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VIII, FINANCE AND
PROCUREMENT, DIVISION 3, PROCUREMENT, OF THE CODE OF ORDINANCES
OF THE CITY OF PADUCAH**

WHEREAS, the City of Paducah has adopted the Kentucky Model Procurement Code, KRS 45A.345 through KRS 45A.460, as the purchasing procedures to be followed by the City; and

WHEREAS, the Board of Commissioners desires to clarify the distinction between small purchase procedures, administrative award authority, and contract execution authority; and

WHEREAS, the Board of Commissioners finds that contracts not exceeding Seventy-Five Thousand Dollars (\$75,000.00) may be approved and awarded administratively by the City Manager after compliance with all applicable procurement requirements and verification of available appropriations; and

WHEREAS, contracts exceeding Seventy-Five Thousand Dollars (\$75,000.00) shall continue to require approval by the Board of Commissioners unless otherwise authorized by law; and

WHEREAS, the Board of Commissioners finds that these amendments will promote efficient procurement administration while preserving competitive procurement requirements, budgetary controls, and appropriate Board oversight.

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

SECTION A. That the City of Paducah, Kentucky hereby amends Chapter 2, Administration, Article VII, Finance and Procurement, Division 3 of the Code of Ordinances of the City of Paducah, Kentucky by amending the following sections:

Sec. 2-641. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. (For definitions of aggregate amount, construction, contract, established catalog price, evaluated bid price, invitation for bids, negotiation, noncompetitive negotiations, objective measurable criteria, procurement, request for proposals, responsible bidder or offeror, responsive bidder, service, specifications, supplemental agreement and supplies, see KRS 45A.345.)

Administrative award threshold means the maximum aggregate amount of a contract or purchase that may be awarded or approved administratively by the City Manager after compliance with the applicable procurement method. Unless otherwise established by ordinance, the administrative award threshold shall be \$75,000.00.

Chief executive officer means the City Manager.

Contract execution means the signing of a contract, agreement, lease, purchase order, change order, or other written obligation of the City after the contract or purchase has been properly authorized under this division.

Cooperative purchasing means purchasing conducted by, or on behalf of, more than one (1) public purchasing unit, or by a public purchasing unit with a foreign purchasing activity.

Debarment means the disqualification of a person to receive invitations for bids or requests for proposals or the award of a contract by the local public agency, for a specified period of time.

Immediate family means a spouse, children, grandchildren, parents, grandparents, brothers and sisters, and such other relatives as designated by the local public agency.

Legislative body or governing board means the Board of Commissioners of the City.

Local public purchasing unit means the City of Paducah, Kentucky.

May means permissive, however, the term "no person may" means no person is required, authorized or permitted to do the act prescribed.

Person means any business, individual, union, committee, club, or other organization or group of individuals.

Small purchase threshold means the maximum amount authorized for small purchase procedures under KRS 45A.385, as amended from time to time, or such lower amount as may be established by ordinance.

Suspension means the disqualification of any person to receive invitations for bids or request for proposals, or to be awarded a contract by a local public agency for a temporary period, pending the completion of an investigation and any legal proceedings that may ensue.

Sec. 2-642. Adoption of State law.

The City hereby adopts the provisions of KRS 45A.345—45A.460 as the purchasing procedures to be followed by the City.

Sec. 2-643. Responsibility for procurement; authority of City Manager.

(a) The City Manager is responsible to the Board of Commissioners for the administration of all procurement functions of the City.

(b) The City Manager is hereby authorized and empowered to ~~make~~ in approve and award on behalf of the City, ~~any~~ contracts for materials, supplies, ~~or~~ equipment, software, or for services, professional or otherwise, provided that the aggregate amount of the contract does not exceed the Administrative Award Threshold established in this Division. However, in exercising this authority, the City Manager shall not make any contract for any expenditure for any department of the City where the expenditure, together with the sum total of other expenditures for the department, exceeds the appropriation made for the department for any fiscal year by the budget approved by the Board of Commissioners, unless prior consent is given by the Board of Commissioners. In exercising this authority, the City Manager shall comply with the following provisions:

(1) All contracts made by the City Manager shall be evidenced by a writing which provides a description of the item or items purchased and the terms of sale, which writing shall be maintained as part of the records of the City.

(2) A written summary of the procurement activities of the City Manager shall be provided to the Board of Commissioners on a monthly basis.

(3) All contracts made by the City Manager shall be made in the best interests of the City, and shall be made for a price which is substantially similar to the market price of a like item purchased. Where possible, prior to the making of a contract, the City Manager or designee shall contact at least three (3) suppliers of the item or items to be purchased to obtain the best price for and quality of the item to be purchased.

(c) ~~The City Manager is hereby authorized to execute all contracts for procurement in accordance with this section for and in behalf of the City.~~ All contracts, bonds, notes, leases, purchase agreements, change orders, and other written obligations of the City shall be executed by the Mayor on behalf of the City when execution is required, unless another manner of execution is specifically authorized by statute. The Mayor's execution of a contract approved by the City Manager under this section shall be deemed authorized by this division and shall not require separate action by the Board of Commissioners, provided the contract does not exceed the administrative award threshold and all applicable procurement requirements have been satisfied.

(d) ~~All other provisions of this division regarding procurement, such as provisions relating to competitive bidding, competitive negotiations, advertisement, and noncompetitive purchasing, shall not apply to any procurement made by the City Manager hereunder unless deemed advisable by the City Manager.~~ Nothing in this section shall exempt any procurement from competitive sealed bidding, competitive negotiations, advertisement, noncompetitive procurement requirements, cooperative purchasing requirements, grant requirements, or any other procurement method or procedure required by this division, KRS 45A.345 through KRS 45A.460, or other applicable law.

(e) ~~The City Procurement Officer, and a~~ Any other employee designated by the City Manager, shall assist the City Manager in any procurement hereunder, and shall perform the duties assigned by the City Manager.

Sec. 2-644. Written procurement determinations.

Every determination by an employee or official of the City engaged in or responsible for the performance of any procurement activity or function, and constituting a final procurement action, or which is required by this Code, shall be made in writing. Each determination shall be based on written findings that support the determination and shall remain in the official contract file.

Sec. 2-645. Competitive sealed bidding generally; invitation for bids.

- (a) All contracts or purchases shall be awarded by competitive sealed bidding, except as otherwise provided in this Code.
- (b) Competitive sealed bidding shall be required for contracts or purchases exceeding the small purchase threshold, unless another procurement method is authorized by this division, KRS 45A.345 through KRS 45A.460, KRS 82.084, KRS 424.260, or other applicable law.

- ~~(b)~~(c) ~~All~~ When advertisement is required by KRS 424.260, KRS 45A.365, or other applicable law, notice of the invitation for bids shall be given in the manner and for the time required by law. Unless a longer period is required, sealed bids shall be advertised at least seven (7) days prior to the date set for opening.
- ~~(e)~~(d) Advertisements shall be entered in the newspaper with the largest circulation within the jurisdiction of the City or posted on the internet.
- ~~(d)~~(e) The advertisement for bids may also be placed in other publications when, in the judgment of the City Manager, the advertisements would best serve the interest of the City.
- ~~(e)~~(f) If it is determined during the advertising period that additional time shall be allowed for the preparation of bids, the bid opening date may be extended by:
- (1) Placing a notice specifying the revised bid opening date in the local newspaper with the largest circulation or posting on the internet. The revised bid opening date shall be at least seven (7) days after the appearance of the legal notice; or
 - (2) Issue an addendum to the invitation for bids. The addendum must be in writing, must be mailed or delivered to all holders of the invitation for bids, and must be acknowledged on the form of proposal by each bidder submitting a bid.
- ~~(f)~~(g) Extensions of the bid opening date may be permitted when:
- (1) Changes are made in specifications after advertisement;
 - (2) One or more bidders notify the City Manager's office of discrepancies, errors or areas requiring clarification in the specifications;
 - (3) Specifications require design work on the part of bidders, and when unforeseen conditions make completion of bid preparations prior to the bid deadline impossible;
 - (4) Strikes, disaster or other uncontrollable factors prevent bidders from acquiring information necessary for bid preparation; or
 - (5) Other reasons as may be determined by the City Manager.
- ~~(g)~~(h) An invitation for bids may be rescinded when:
- (1) Conditions leading to the issuance of an invitation for bids change sufficiently to make the proposed purchase unnecessary.
 - (2) Funds for the proposed purchase become unavailable.
 - (3) It is apparent no bids will be received because the item or service is unavailable, bid prices will exceed the funds available for the item, and when major revisions in specifications are necessary to ensure bids received will be responsive and responsible.
 - (4) It is determined by the City Manager that rescinding of invitations to bid would be in the best interest of the City.

~~(h)~~(i) Bidders may be required to submit bids on forms provided by the City. Bids submitted on other forms may be rejected as nonresponsive.

Sec. 2-646. Specifications.

(a) All specifications used in the procurement process shall be designed to provide the maximum practicable competition consistent with the level of quality required.

(b) Specifications shall be open and accurate.

(c) Design specifications describe how an item is to be built or manufactured. Performance specifications describe the capabilities of an item. Criteria to measure the ability of the item to be purchased to perform or last may be developed. Either design or performance or a combination of both can be used when the need for such specifications arises. However, performance specifications are generally preferable when their use is applicable.

(d) "Brand name or equivalent" specifications can be used when other types of specifications are inappropriate or unavailable, or when stating brand names will significantly enhance the understandability of the specifications for prospective bidders. If the above-mentioned is used, specifications must:

(1) Specify more than one (1) brand name if possible;

(2) Specifically State that an equivalent product may be supplied. The burden of proof for equivalency shall rest with the proposing distributor; and

(3) Set forth criteria to be met by the product proposed.

(e) The City Manager may, when appropriate for an expected procurement, establish a qualified product list and may use the lists in place of detailed specifications. A bidder may propose to furnish a product not on the qualified products lists if such bidder can demonstrate to the City Manager that the product proposed meets all criteria established for inclusion on the list.

Sec. 2-647. Bid price and evaluated bid price.

Bids shall be awarded to the responsible bidder who submits the responsive bid of the lowest bid price or lowest evaluated bid price. It shall be clearly State in the invitation for bids whether the contract award shall be made on the basis of lowest bid price or lowest evaluated bid price. If the award is based on lowest evaluated bid price, the invitation shall include the evaluation criteria to be used along with any formulas pertaining to how the contract shall be awarded.

Sec. 2-648. Withdrawal of bids.

(a) No bid, once submitted, may be withdrawn before the time allowed for acceptance in the invitation for bids unless:

(1) Bids have not been opened and a written request is received from the bidder more than twenty-four (24) hours before the date and time set for opening.

(2) An error has been made that is obvious on the face of the bid.

(3) The bidder can demonstrate from worksheets or other documents that an error was made in preparing the bid document.

(b) Any bid withdrawn except under the above circumstances shall require forfeiture of any bond security. The City Manager may establish criteria or waive established informalities under which an incomplete bid may be considered if it is in the best interest of the City.

Sec. 2-649. Opening of bids.

An opening time for each bid shall be stated in any advertisement and invitation for bids. The time set for opening of bids shall be established by a clock in the office of the City Manager. It is the bidder's responsibility to ensure the bidder's bid is in the office before the time set for bid openings. At the set time, the City Manager shall declare bids to be closed. All bids shall be opened publicly and read aloud when the structure of the invitation for bids permits. The City Manager shall with reasonable promptness prepare a tabulation of all bids received and make the documents available to the public upon reasonable request.

Sec. 2-650. Evaluation of bids; award of contract.

(a) Immediately after bids are opened, the City Manager or designee shall review all bids for compliance with specifications, terms and conditions. Upon completion, copies of all bids received will be sent to the appropriate department head. The department head in turn will review each and make a recommendation as to which bid shall be selected and forward this information in writing to the City Manager.

(b) If, in the judgment of the City Manager or designee, a portion of a bid is uncertain or unclear, the bidder shall be required to clarify all such portions which are in question. Any clarification of this nature shall be sent to the City Manager's office in written form.

(c) Alternative bids are welcomed and may be submitted unless specifically excluded in the invitation to bid. Optional or alternative bids must conform to specifically enumerated evaluation criteria.

(d) After reasonable consideration of all bids received, a contract shall be awarded to the responsive and responsible bidder who submits a bid, or alternate bid, which is either the lowest bid price or the lowest evaluated bid price as described in the invitation for bids. Reasonable consideration is contingent on the item being evaluated and the time frame shall be adjusted accordingly by the City Manager or the City Commission.

(e) After completion of the applicable procurement process, the City Manager may approve and award a contract when the aggregate amount does not exceed the administrative award threshold, and sufficient funds have been appropriated. Contracts exceeding the administrative award threshold shall be submitted to the Board of Commissioners for approval prior to award.

~~(e)~~(f) If the City Manager determines in writing that all bids are unsatisfactory, all bids may be rejected and new bids may be requested using the same or different specifications, or competitive negotiations, if the requirements of section 2-654 are satisfied, for the purchase of

the item in question. The basis for rejection of all bids and further action shall be in writing and placed in the particular bid file in question.

Sec. 2-651. Rejection of bids.

The City Manager reserves the right to reject any and all bids, and to waive technicalities and minor irregularities in bids. Grounds for the rejection include, but are not limited to:

- (1) Failure of a bid to conform to established requirements of an invitation for bids;
- (2) Failure to conform to specifications contained in or referred to in any invitation for bids, unless the invitation authorized submission of alternative bids, and the alternative proposal meets the requirements specified in the invitation for bids;
- (3) Failure to conform to a delivery schedule established in an invitation for bids;
- (4) Failure of a bid as determined by the City Manager to be reasonable in price;
- (5) Determination that a bid was submitted by a bidder determined to be not responsible;
- (6) Failure to furnish a bid guarantee when a guarantee is required by an invitation for bids;
- (7) Imposition of conditions which would modify the terms and conditions of the invitation for bids, or which would limit the bidder's liability to the City under terms of the contract awarded, on the basis of such invitation for bids; or
- (8) Receipt of any one (1) bid when the occurrence results in a difficulty in determining the fair market value of the goods or services to be purchased, in the opinion of the City Manager.

Sec. 2-652. Bid conditions; contract pricing.

- (a) The City Manager shall adopt and revise, as necessary, general conditions for bidding. These general conditions shall be applicable to be included in or incorporated by reference in all invitations for bids issued by the City.
- (b) The City Manager may, as required by a particular procurement, develop and adopt special bid conditions supplemental to the general bid conditions.
- (c) Any bidder who submits a bid in response to an invitation for bids shall be deemed to have agreed to comply with all terms, conditions, and specifications of such invitation for bids.
- (d) In all invitations for bids, bids submitted, and contracts awarded:
 - (1) Discounts shall not be considered unless stated in the invitation for bids;
 - (2) In case of a discrepancy in the extension of a price, the unit price shall govern over the total price for all items; and
 - (3) Any award may be made to the lowest aggregate bidder for all items, groups of items, or on an individual item basis, whichever is deemed to be in the best interest of the City.

Sec. 2-653. Interested bidders list.

(a) The establishment of an interested bidders list for certain goods and services is encouraged and recommended where applicable. Any person, firm or corporation desiring to receive written notice of procurement requirements of the City may make application to be placed on a bidders list for the type or kinds of goods or services such person wishes to supply or provide. The City Manager may specify the form to be used and the procedure to be followed by the prospective vendor to make application for inclusion on the bidders list. Failure of the City to notify any bidder on the interested bidders list caused by a clerical error shall not invalidate any bidding procedure or awarding of any contract, provided proper advertising procedures were followed as specified in section 2-645(a) through (g).

(b) The City Manager may establish a program for vendor prequalification. To establish a vendor prequalification system, the City Manager shall solicit from each prospective vendor sufficient information to permit evaluation of vendors' qualifications in terms of:

(1) The ability and capacity to perform on a timely basis under contract for goods or services the vendor wishes to bid on and supply.

(2) Good character, integrity, reputation and experience.

(3) Satisfactory performance in prior dealings with the City.

(4) Satisfactory performance in dealings with other local government units, the Commonwealth, and other purchasers.

(c) The City Manager may refuse to list any prospective vendor if that vendor does not meet the minimum qualifications established for entry on a bidders list. It is the responsibility of the vendor to show that the vendor meets established qualifications for entry on the bidders list to which the vendor seeks to gain entry. The prospective vendor will be promptly notified if such vendor's application is disapproved and the reason for disapproval will be stated.

(d) A prospective bidder may appeal the disapproval of such bidder's application by written appeal to the Board of Commissioners. The appeal must be filed within fourteen (14) days after the date of the notice of disapproval and must State the grounds for the appeal with reasonable particularity and must relate directly to the reason for disapproval of the application. The City Manager may establish the time at which and the conditions under which a vendor whose application has been disapproved may reapply for placement on a bidders list.

(e) A bid may be accepted from a bidder whose name is not on the interested bidders list, provided that the bidder submits all information required by the City Manager to make a determination of the bidder's qualifications prior to the award of a contract.

Sec. 2-654. Competitive negotiations—Generally.

See KRS 45A.370, 45A.375.

Sec. 2-655. Same—Request for proposals.

(a) When the City Manager determines in writing that competitive negotiation is needed to carry out a particular procurement, the City Manager shall commence by advertisement of a request for written proposals as provided in section 2-645(a) through (g).

(b) A request for proposals shall include:

- (1) A request by the City for proposals;
- (2) A statement of work required;
- (3) Desired performance schedule;
- (4) Available government furnished property, if any;
- (5) Applicable provisions to be included in the contract if awarded;
- (6) Criteria that will be used to evaluate proposals received;
- (7) Where and how detailed specifications may be obtained; and
- (8) Required time and place for submission of offers.

Sec. 2-656. Same—Custody of proposals; availability for public inspection.

All written proposals received by the City Manager in response to requests for proposals shall be kept secure and unopened until the date and time set for opening.

(1) Proposals not clearly marked as such may be opened for identification purposes, appropriately identified and resealed until the time for opening proposals; and

(2) Proposals for competitive negotiations shall not be subject to public inspection until negotiations between the City and all offerors have been concluded and a contract awarded.

Sec. 2-657. Same—Examination of proposals.

The City Manager or designated representative shall examine each written proposal received for general conformity with the advertised terms of the procurement and shall:

(1) Determine in writing those proposals received for responsible offerors that constitute a reasonable basis for negotiation. Each such offeror will be contacted informally and a meeting will be set up for discussion of the offeror's proposal; and

(2) After informal discussions with all offerors, the City Manager will select the best proposal advantageous to the City; and

(3) If no acceptable proposals have been accepted after discussions are complete, any or all proposals may be rejected, and, in the discretion of the City Manager, new proposals may be requested on the basis of the same or revised terms, or the procurement may be abandoned.

(4) The City Manager may approve and award a contract resulting from competitive negotiations when the aggregate amount does not exceed the administrative award threshold and sufficient funds have been appropriated. Contracts exceeding the administrative award threshold shall be submitted to the Board of Commissioners for approval prior to award.

Sec. 2-658. Same—Discussions pertaining to revision of specifications or quantities.

If discussions pertaining to the revision of the specifications or quantities are held with any potential offeror, all other potential offerors shall be offered an opportunity to take part in the discussions.

Sec. 2-659. Noncompetitive negotiations.

~~See KRS 45A.380.~~ Noncompetitive negotiations may be used only as authorized by KRS 45A.380 and other applicable law. The City Manager shall make or approve the written determination required for use of noncompetitive negotiations. The City Manager may approve and award a contract procured through noncompetitive negotiations when the aggregate amount does not exceed the administrative award threshold, and sufficient funds have been appropriated. Contracts exceeding the administrative award threshold shall be submitted to the Board of Commissioners for approval prior to award.

Sec. 2-660. Small purchase plan.

(a) The City Manager or the City Manager's designee is responsible for small purchase procedures for any contract for which a determination is made that the aggregate amount of the contract does not exceed ~~\$40,000.00~~ the small purchase threshold. Small purchase procedures are in writing in the City of Paducah Administrative Policies and Procedures Manual and available to the public upon request.

(b) Procurement requirements shall not be parceled, split, divided, or purchased over a period of time in order to circumvent the dollar limitations for small purchases.

Sec. 2-661. Cooperative purchasing.

(a) The City is encouraged when circumstances permit to enter into an agreement for cooperative purchasing with any other local public agency or the Commonwealth, when common goods or services are required by both units of government. The cooperative purchasing may include, but is not limited to, joint contracts between public purchasing units and access by local public purchasing units to open-end State public purchasing unit contracts.

(1) Nothing in this division shall limit the City from selling to, acquiring from, or using any property belonging to another public purchasing unit.

(2) The City may enter into an agreement for the joint or common use of warehousing facilities or the lease or common use of capital equipment or facilities with any other public purchasing unit subject to such terms as may be agreed upon between the parties.

(b) The purchase of goods and services from the state's price agreement contract is encouraged, whenever the purchase of such items from distributors would be advantageous and in the best interest of the City.

(c) Purchases made through cooperative purchasing agreements, state price agreements, or other contracts authorized by this section may be approved by the City Manager when the

aggregate amount does not exceed the administrative award threshold and sufficient funds have been appropriated. Purchases exceeding the administrative award threshold shall be submitted to the Board of Commissioners for approval.

Sec. 2-662. Contract modification and termination; right of City to inspect place of business and audit records of contractors.

(a) The City Manager shall be authorized to provide, by appropriate clauses, to contracts for goods or services of all types, for changes and modifications to such contracts and providing for the method or methods of calculating the costs of any decrease, increase, or other change in the contract price resulting from the change or modification.

(b) Any contractor who is determined in writing by the City Manager to be in breach of any of the terms and conditions of a contract may at the direction of the City Manager be declared in default and such contract may be terminated for any of the following, but not specifically limited to these provisions:

(1) Failure to perform the contract according to its terms, conditions and specifications;

(2) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract; or

(3) Late payment or nonpayment of bills for labor, materials, supplies or equipment furnished in connection with a contract for construction services, or failure to pursue the work under a contract for construction services.

(c) The City shall be authorized to negotiate termination of all contracts for the procurement of goods or services when the City Manager determines in writing that the termination will be in the best interest of the City.

(d) The City reserves the right to inspect the plant or place of business of any manufacturer of goods or services in which a negotiated contract has been awarded or will be awarded. This section will pertain to all contractors and subcontractors alike. The City also reserves the right to audit the records of any contractor or subcontractor for a period of five (5) years from the date of the last payment, to the contractor or subcontractor, from the City or any of its political subdivisions or franchises.

(e) The City Manager may approve a change order, contract modification, or supplemental agreement when the original contract and the proposed change, individually or cumulatively, do not exceed the administrative award threshold and sufficient funds have been appropriated.

(f) A change order, contract modification, or supplemental agreement that causes the total contract amount to exceed the administrative award threshold shall be submitted to the Board of Commissioners for approval before execution, unless the change is necessary due to an emergency procurement authorized by this division or other applicable law.

(g) For contracts previously approved by the Board of Commissioners, the City Manager may approve individual or cumulative changes up to the administrative award threshold, provided sufficient funds have been appropriated and the change is within the general scope of

the original contract. Changes exceeding that amount shall be submitted to the Board of Commissioners.

Sec. 2-663. Bidder security and bonds.

- (a) Required; amount. See KRS 45A.430.
- (b) Bidders' security shall be in an amount equal to at least five percent of the amount of the bid. When the invitation for bids requires that bidder security be provided, noncompliance requires that the bid be rejected; provided, however, that the City Manager does not grant an exception which the City Manager considers justifiable.
- (c) When a construction contract is awarded in an amount in excess of \$25,000.00, the following bonds shall be furnished and shall become binding on the parties upon the award of the contract:
 - (1) A performance bond executed by a surety company authorized to do business in this Commonwealth, or otherwise equivalent, in an amount equal to one hundred (100) percent of the contract price as it may be increased; and
 - (2) A payment bond for the protection of all persons supplying labor and materials to the contractor or the contractor's subcontractors for the performance of the work provided for in the contract. This bond shall be in an amount equal to one hundred (100) percent of the original contract price.
- (d) The City reserves the right to require additional bonds and securities when it is determined by the City Manager to serve the best interest of the City.

Sec. 2-664. Appropriations.

- (a) The City shall not award a contract for any procurement when the contract price would exceed the funds appropriated for the procurement by the Board of Commissioners, unless additional funds are authorized by the Board of Commissioners. No administrative award or approval by the City Manager shall authorize an expenditure exceeding the amount appropriated for the department, project, or purpose.
- (b) If all bids received in response to an invitation exceed the amount appropriated for the procurement, and sufficient additional funds are not authorized to permit an award to the lowest responsive and responsible bidder, the City Manager may proceed with competitive negotiations in accordance with section 2-654.
- (c) An invitation for bids or a request for proposals may be advertised in anticipation of an appropriation, provided such invitation or request clearly states the funds for the procurement, while anticipated, have not been appropriated.
- (d) The City Manager may award a contract for the procurement of goods or services for a period that exceeds a fiscal year, provided the contract permits cancellation without penalty in the event the funds for the contract are not appropriated for any succeeding year.
- (e) Nothing in this section shall be construed to authorize the City Manager to approve or award a contract exceeding the administrative award threshold without approval of the Board of Commissioners.

Sec. 2-665. Public availability of information.

(a) Copies of records, specifications, procedures and regulations relating to purchasing shall be available to the public during normal business hours upon request and at a cost not to exceed the cost of copying.

(b) The City Manager or any other employee of the City shall not disclose to the public or to a prospective vendor's competitors:

(1) Information furnished in response to a request from the City Manager for information necessary to determine a bidder's responsibility; or

(2) Information obtained from a prospective vendor during negotiations which qualifies as confidential technical information or trade secrets, and/or the disclosure of which would constitute a violation of patent rights or copyrights.

Sec. 2-666. Compliance with grant requirements.

Nothing in these regulations shall be construed in such a manner as to relieve the City of the responsibility to comply with any procurement requirements imposed by an agency from which the City may receive funds, including, but not limited to, State and Federal agencies.

Sec. 2-667. Conflict of interest.

See KRS 45A.455.

Sec. 2-668. Disposition of surplus or excess property.

(a) Written determination. See KRS 82.083.

(b) Authorized disposition. See KRS 82.083,

(c) City Manager. The office of the City Manager must approve any and all dispositions of surplus or excess property.

Sec. 2-669. Equal employment opportunity; determination of prevailing wage.

The City shall include as part of any invitation for bids or request for proposals for goods or services, equal employment opportunity language as may be required by local ordinance, KRS 45.570—45.640 and the procurement requirements of any agency from which the City may receive funds.

Secs. 2-670—2-690. Reserved.

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

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

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

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced to the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by *The Paducah Sun*, _____
ORD\Procurement Update 2026

Agenda Action Form

Paducah City Commission

Meeting Date: July 14, 2026

Short Title: Approve the Agreement between the City of Paducah and the Professional Firefighters of Paducah, Local 168, International Association of Firefighters - **S. WILCOX**

Category: Ordinance

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

Background Information:

The proposed changes to the IAFF contract include language updates to clarify Management Rights, disciplinary action procedures, exchange of duties, and union business provisions, as well as adding positions to the Recognition Article that are not represented by the union. The clothing allowance article was revised to remove language regarding when the City will replace clothing. Acting pay for Captains was updated to align with how acting pay is administered for other positions, while including a sunset provision for employees currently receiving Captain acting pay. The grievance procedure was also revised. Compensation changes include base pay increases effective July 1, 2026, followed by 2% increases on July 1, 2027, and July 1, 2028, with additional cost-of-living adjustments tied to the Department for Local Government's maximum allowable mayoral compensation and subject to Board approval. Veterans Day was added as a recognized holiday, and retiree life insurance benefits will no longer be offered after July 1, 2026, with current participants grandfathered. The duration article was updated to revise contract dates and remove the Kentucky Labor Cabinet as a mediation option.

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve and sign the proposed changes to the IAFF Agreement with an effective date of July 1, 2026.

Attachments:

1. ORD - IAFF 2026-2029
2. 2026 IAFF Contract FINAL
3. 2026 IAFF Contract REDLINED

ORDINANCE NO. 2026-____ - _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT BETWEEN THE CITY OF PADUCAH AND
PROFESSIONAL FIRE FIGHTERS OF PADUCAH, LOCAL 168,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute an
Agreement with the Professional Fire Fighters of Paducah, Local 168, International
Association of Fire Fighters.

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, June 23, 2026
Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
Published by The *Paducah Sun*, _____
\\ord\fire\IAFF 2026-2029

AGREEMENT
BETWEEN
THE CITY OF PADUCAH

AND

**THE PROFESSIONAL FIRE FIGHTERS OF
PADUCAH, LOCAL 168, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS**

Effective

July 1, 2026

through

June 30, 2029

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PREAMBLE

Whereas a referendum was held and whereas the City of Paducah, hereinafter referred to as the "City", and the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters, hereinafter referred to as the "Union" have met and conferred, the parties agree to maintain and promote harmonious relations between the City and Union, in order that efficient and progressive public service may be rendered, as follows:

ARTICLE 1 DEFINITIONS

The parties agree that whenever in this Agreement a term such as "fire fighter", "fireman", "employees of the Fire Department", "employees", or "members of the platoon" is used, the term refers to those personnel expressly included in the bargaining unit as set out in Article II, Recognition, and further this Agreement in no manner whatsoever has any effect on the wages, hours, and working conditions of other City personnel.

The parties agree that whenever in this Agreement the term "City" is used, the term refers to whomever the Board of Commissioners has designated to exercise the right or discharge the obligation in question.

ARTICLE 2 RECOGNITION

The City hereby recognizes the Union as the exclusive collective bargaining representative for all employees of the Fire Department of the City of Paducah in the classifications of Firefighter, Lieutenant, Captain, and excluding the Fire Chief, Deputy Fire Chiefs, Assistant Fire Chiefs, Battalion Chiefs, Training Officers, Fire Marshals, Deputy Fire Marshals, administrative clerical personnel, probationary employees and excluding any non-uniform personnel.

ARTICLE 3 MANAGEMENT RIGHTS

Section1.

Except as expressly modified by a specific provision of this Agreement, the City retains its sole and exclusive rights to operate and manage its affairs in all respects. The exclusive rights of the City which are not abridged by this Agreement include, but are not limited to, its right to hire and to be the sole judge of qualifications of applicants. The City has the right to direct the working forces, to discipline or discharge for just cause, to establish, maintain and modify departmental rules and procedures; to lay off and recall; to be the judge of whom to promote and the methods and procedures for promotions; to assign work; to transfer employees from one station to another in a manner most advantageous to the City; to contract and to subcontract with outside contractors; to establish, modify or change manning of apparatus, amount of apparatus in the fleet, etc.; the right to direct the members of the Fire Department, including the right to hire, promote, or transfer any employee; the right to organize and reorganize the Fire Department in any manner permitted by law including the size of the Fire Department and the determination of job classifications; the right to determine the method and frequency of pay, the allocation and assignment of work to employees within the Fire Department in a manner most advantageous to the City; to introduce new, improved or different methods and techniques of operation or to change existing methods and techniques of operation; to establish basic in-service training programs and requirements of upgrading the skills of employees with adequate training; to determine the location, methods, means and personnel by which operations are to be

conducted; to establish, implement and maintain an internal security practice; to schedule overtime above that called for in Section 1 of Article 9, vacations, days off and holidays off; to determine rank based upon the duties assigned; to take whatever actions may be necessary to carry out the mission of the City in dire emergency situations.

Section 2.

Failure by the City to exercise any of its rights shall not constitute a waiver of that right. The above rights and powers are vested in the City, and not subject to the bargaining or grievance procedures except as expressly modified by the terms of this Agreement.

Section 3.

Promotions

Recommendations to the City Commission for Promotion to the ranks of Captain and Lieutenant will be based on a weighing of evaluation of each Candidate's:

Annual Evaluations

Job Performance

Leadership

Initiative

Personnel Record

Assistant Chiefs' Comments

Resume

Education and Continuing Education

Interview Board ranking and notes

Seniority

After a promotion is made the Chief will provide on the request of any candidate not selected for promotion a written summary of the candidates strengths and areas for improvement that were weighted in considering the candidate for promotion.

This content of the summary is not subject to the grievance procedure.

Section 4.

Reductions-in-force:

The City agrees that any changes in the organizational Ordinance and/or Municipal Order for the Fire Department by the City Commission that results in a reduction-in-force of employees represented by Local 168 of the IAFF will require a thirty (30) day advance written notice to the Union. The purpose of the advance notice is to give the Union opportunity to comment publicly to the Commission. Temporary lay-offs due to budget shortfalls are not covered by this provision.

ARTICLE 4 PUBLIC OBLIGATION

Section 1.

The Union shall not strike during the term of this Agreement.

Section 2.

Further, in consideration of this Agreement, the City shall not lock out its employees of the Fire Department during the term of this Agreement.

Section 3.

Any member of the Bargaining Unit, who during the term of this Agreement participates in a strike against the City of Paducah shall be deemed to have breached the terms of this contract and shall further be deemed to be guilty of misconduct. Any person participating in such a strike in the Paducah Fire Department will not receive pay or compensation from the City during the period he is engaged in the strike. Any person participating in such a strike shall be subject to disciplinary action under the provisions of KRS Chapter 95.

Section 4.

If the members of Local 168 engage in a strike against the City of Paducah during the term of this Agreement, then it shall cease to be recognized as the exclusive representative of the employees and shall be ineligible to act as their exclusive representative for a period of two years following the end of the strike. In addition, the City shall be under no further obligation to make payroll deductions for union dues for a period of two years following the end of the strike.

Section 5.

"Strike" means an employee's refusal, in concerted action with others, to report for duty, or willful absence from the position, or stoppage of work, or abstinence in whole or in part from the proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing, or protesting a change in the wages, hours, or other terms and conditions of employment, provided however, a strike shall not mean an effort by an individual member of Local 168 who attempts, without Union authorization, to influence, coerce, or change wages, hours, or other terms and conditions of employment.

ARTICLE 5 PAYROLL DEDUCTIONS OF DUES

Section 1.

Employees of the Fire Department on the effective date of this agreement or employed thereafter, shall have the option of becoming members of the Union after completion of Recruit School and promotion to the status of Firefighter.

The Employer agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of the deductions shall remain in full force and effect during the term of this Agreement.

Section 2.

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

Section 3.

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

****Addendum – Notwithstanding anything to the contrary therein, this section shall not be applicable if any part thereof shall be in conflict with applicable State Law; provided, however, that if all of any part of this section becomes permissible by virtue of a change in applicable State Law, whether by legislative or judicial action, the provisions of this section held valid shall immediately apply.**

ARTICLE 6 NON-DISCRIMINATION

Section 1.

The City agrees not to restrain or coerce any employee because of any authorized employee activity in an official capacity on behalf of the Union.

Section 2.

The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful disparate treatment, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 3.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 7 DISCIPLINARY ACTION

The parties hereto agree that all disciplinary matters will be governed by the provisions of KRS 95, provided however; an employee may voluntarily accept discipline, discharge, or demotion in lieu of having charges preferred against them under the provisions of KRS 95. Any disciplinary action the City takes that is covered by KRS 95 and not resolved voluntarily with the employee, will be final and will not be subject to the Grievance Procedure.

ARTICLE 8 EXCHANGE OF DUTIES AND UNION BUSINESS LEAVE

Section 1.

Upon approval of the Chief of the Department, or to the Assistant Chiefs to whom the Chief has delegated the authority, employees may exchange duty by "trading time" with each other on a voluntary basis in instances including, but not limited to, situations where a member has depleted their paid leave allowances and continues to be unable to return to duty; attendance at professional or Union conferences and schools, any official Union business, and such other situations where the member's absence could not otherwise be compensated for purely personal reasons. Work back and exchange of duties, as provided for herein shall in no way result in credit for extra compensation for the one

performing the duty in the form of overtime or other provisions for increased pay. The approval of the Chief of the Department or the Assistant Chiefs to whom the Chief has delegated the authority shall be at their sole discretions based on operational needs. Both employees involved in the exchange of duty must follow the City's procedure which limits the number of "trading time's" to eighteen 24 hour exchanges (432 hours) annually each for personal use and for union business leave. Sick time work back is defined further under Section 2. The Chief will maintain records of all exchanges and work back and verify compliance with City record-keeping requirements and 29 USC par 207 (p) 3, 803 KAR 1:063, KRS 337.020 and others as they become applicable.

Section 2.

An employee who has exhausted their paid leave due to an extended sick leave absence from illness or non-work related injury and had as much as two-thirds (2/3) of their earned sick leave available at the beginning of the absence qualifies for up to six (6) months of work place coverage from qualified employees who agree to voluntarily work or donate unused vacation time (as long as no overtime is predicted to be needed to maintain minimum staffing as contained in City policy and can't be granted any earlier than 72 hours before the start of the covered shift) as their replacement. The employee who is absent due to illness/injury will be paid and the voluntary replacement will not receive compensation from the City or will have vacation time deducted if approved. Under unusual circumstances where a member does not have 2/3 of their sick time available at the beginning of the absence who does not qualify for sick time work back, the affected employee can petition through a labor management meeting to qualify for sick time work back. In the event the employee being covered by work back does not comply with the City's return to work policies (203-203.3), the union body and / or the City has the right to discontinue work back coverage.

Section 3.

The City agrees that members of the Union negotiating team, but in no event more than three (3) employees, shall, if on duty, be allowed to participate in negotiations without loss of pay for up to a total of ninety (90) hours compensated (each employee participating while in a work status will have their hours counted toward the total 90 hours allowed) for negotiations sessions mutually agreed to by the City. Nothing herein prevents additional negotiating sessions between the City and the Union except that the City will not be responsible for loss of wages beyond that previously described.

Section 4.

The City agrees that a Union representative and one grievant, regardless of whether more than one employee of the Fire Department is involved in the grievance, shall be allowed time off to attend any meeting held pursuant to the grievance procedure (Steps 1 through 4) in Article 26 of this Agreement without loss of pay if on duty.

ARTICLE 9 WORKWEEK AND OVERTIME

Section 1.

The Fire Department shall be divided into three platoons. Each platoon shall be on duty for twenty-four (24) consecutive hours, after which the platoon serving twenty-four (24) hours on duty shall be allowed to remain off duty for forty-eight (48) consecutive hours except in cases of dire emergency.

Section 2.

The change time or designated time that each platoon shall change shifts shall be at 6:40 a.m. each day.

Section 3.

All hours worked in excess of forty (40) hours per week shall be compensated for at a rate of one and one-half times the regular straight-time hourly rate.

Section 4.

a) When an employee is called in and required to work overtime, he shall receive a minimum of six (6) hours of compensation at one and one-half their regular straight-time hourly rate, regardless of whether such employee worked a full six (6) hours or not. When an employee is called in and required to work overtime in the event of an emergency incident outlined as a structure fire, natural disaster, technical rescue deployment, water rescue deployment, or Hazmat deployment, said employee shall receive a minimum of six (6) hours of compensation at double their regular straight-time hourly rate for the first six (6) hours. In the event the employee works beyond six (6) hours during the same overtime period, said employee shall receive time and one-half pay for each hour or part of an hour after the six (6) hour period expires (partial hour worked shall be considered a full hour).

b) An employee required to work beyond the end or before their regularly scheduled work shift shall receive overtime compensation for the actual hours worked at one and one-half the employee's regular straight-time hourly rate before and after each shift. In the event the employee works beyond two (2) hours, the employee shall receive four (4) hours overtime at one and one-half their regular straight-time hourly rate. In the event the employee works beyond four (4) hours during the same overtime period, said employee shall receive time and one-half pay for each hour or part of an hour after the four (4) hour period expires (partial hours worked shall be considered a full hour)

c) Employees voluntarily accepting overtime scheduled by the end of their previously scheduled work shift shall receive a four (4) hour guarantee of overtime at one and one-half times their regular straight-time hourly rate. This provision does not have any impact on working into the beginning of an employees scheduled work shift and a partial hour worked shall be considered a full hour.

d) Employees voluntarily accepting overtime to participate in an administrative capacity or to assist with training shall receive overtime compensation for 2 hours minimum at one-half times their regular straight-time hourly rate. This provision does not have any impact on working into the beginning of an employee's scheduled work shift and a partial hour worked shall be considered a full hour.

e) In the event that a member of the bargaining unit is subpoenaed to testify in a court of competent jurisdiction for reasons directly relating to their official capacity with the Fire Department while off duty, they shall be compensated as set forth in this Section.

Section 5.

There shall be no pyramiding of overtime.

Section 6.

Payroll shall be biweekly.

ARTICLE 10 CLOTHING ALLOWANCE

The Fire Chief shall determine the appropriate uniform to be worn by bargaining unit employees and employees shall be required to be in proper uniform while on duty. The City, by a vendor credit system, will provide \$1250 per employee to be distributed in two installments, \$625 on January 1 and \$625 on July 1 of each year, with the exception of employees with less than 1 year of service. An employee with less than one year of service will start receiving the January 1 and July 1 installments after they have completed 8 months of employment. Any remaining balance in an employee's uniform account on December 31 may be carried over. Each fire fighter will be able to purchase required clothing as needed in keeping with purchasing procedures established by the City and policies of the department established by the Fire Chief. Equipment items approved by the Chief will be Quartered mastered by the Fire Administration staff at no cost to the employee.

ARTICLE 11 VACATIONS

Section 1.

All platoon employees working shifts of 24 hours on duty and 48 hours off duty shall receive vacation time as follows, based upon the number of years of service completed:

- A. From the beginning of employment – End of the 3rd year - the accrual rate shall be 12 hours per month for a total of six (6) twenty-four (24) hour shift days.
- B. From the beginning of the 4th year – End of the 10th year - the accrual rate shall be 14 hours per month, for a total of seven (7) twenty-four (24) hour shift days per year.
- C. From the beginning of the 11th year – End of the 15th year - the accrual rate shall be 16 hours per month for a total of eight (8) twenty-four hour shift days per year.
- D. From the beginning of the 16th year – End of the 20th year - the accrual rate shall be 18 hours per month for a total of nine (9) twenty-four hour shift days per year.
- E. From the beginning of the 21st year – End of the 25th year - the accrual rate shall be 20 hours per month for a total of ten (10) twenty-four hour shift days per year.
- F. From the beginning of the 26th year - the accrual rate shall be 22 hours per month for a total of eleven (11) twenty-four hour shift days per year.

Vacation pay for platoon personnel shall be computed at the member's rate of pay times the hours absent during the pay period, and full credit shall be given for regular and overtime pay as if the member had actually worked their scheduled shift of 24 hours on duty and 48 hours off duty. Each member may accrue up to a maximum of twenty-five (25) days of vacation pursuant to the provisions of Section 4 of this Article.

Section 2.

No member of the bargaining unit shall be entitled to take more than their annual leave as defined by Section 1 or Section 2 above.

Section 3.

The Fire Chief will prepare a schedule for vacations and holiday leave time. The schedule will contain 17 leave slots. Each leave slot will contain seven (7) – twenty-four (24) hour shifts. Four (4) slots will contain three (3) individual slots. The rest will be filled with two (2) individual slots. One slot containing

two (2) individual slots will increase to a three (3) individual slot each time staffing rises by one (1) member over twenty-one (21) on each crew.

The first week in December the Fire Chief shall bid vacation leave by seniority on each crew until the youngest member in seniority has chosen. Then by seniority holiday leave is chosen until youngest employee has been chosen.

Members of the bargaining unit with fifteen (15) years of service shall have accrued vacation time not taken in the year accrued placed in a vacation bank. The maximum hours to be accumulated in the vacation bank is 600 hours for platoon employees. Time in the vacation bank shall be used only in case of extended disability when an employee has used all of their sick leave. No employee with less than fifteen (15) years of service will be permitted to put time in the vacation bank, except employees with between ten (10) and fifteen (15) years of service may place their two (2) unscheduled days in the vacation bank. Once the employee's vacation bank reaches 600 hours, the employee will be required to schedule their vacation in the year in which it is accrued. Failure of the employee to request said vacation time shall result in the loss of that vacation.

Section 4.

Members of the bargaining unit may trade vacation time with the approval of the Fire Chief or the Assistant Chief to whom the Chief has delegated the authority.

Section 5.

Upon the termination of employment with the City a member of the bargaining unit shall be paid for all accrued and unused vacation time using the blended hourly rate up to the maximum amounts permitted to be accrued under the provisions of Section 1 and Section 2 above. An example of how the blended hourly rate is calculated is as follows:

Blended Rate Calculation:

18.90	Regular rate
2,080.00	Regular hours per year
39,312.00	A
28.35	O/T rate
832.00	Scheduled O/T hours per year
23,587.20	B
62,899.20	A + B
2,912.00	Total hours worked
21.60	Blended rate

Section 6.

Notwithstanding any of the above provisions, any vacation hours accrued during the year that equal less than 24 hours (hours accrued due to an increase in years of service) or in unusual situations whereby the fire fighter is unable to utilize earned vacation hours during the year, he may be allowed to temporarily

increase their accrued vacation balance in excess of the 600 hours, regardless of the years of service, with the approval of the Fire Chief. These hours should be taken in the next calendar year, if possible.

ARTICLE 12 HOLIDAYS

Section 1.

Members of the Fire Department working as a member of a platoon performing duty in shifts of 24 hours on duty and 48 hours off duty shall be given the holidays listed in Section 2 with a credit of 2 holidays per 24 hour shift and they shall be compensated for such holidays at their average earnings including regular and overtime pay for a 56-hour workweek. Holidays will be scheduled as described in Article 11, Section 4.

Section 2.

All members of the bargaining unit within the Fire Department shall receive the following 13 holidays:

New Year's Eve

New Year's Day

Martin Luther King Jr. Day

Memorial Day (Monday Observance)

Juneteenth

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

The day immediately following Thanksgiving Day

Christmas Eve

Christmas Day

Personal Day (July 1)

Section 3.

A Personal day shall be part of the 13 holidays granted each calendar year, but shall be scheduled as July 1.

Section 4.

Whenever a member of the bargaining unit works on a legal holiday, the said member(s) shall be paid two (2) times their hourly rate of pay for an additional twelve (12) hours for working on said holiday. In order to receive holiday pay, a bargaining unit member must work twelve (12) hours on said holiday. In the instance of exchange of duty, the employee whose shift is being worked will receive the holiday pay. A legal holiday is defined as any of the holidays set forth in Article 12, Section 2.

Section 5.

Whenever the City Commission designates a City-wide holiday in addition to those mentioned in Section 2 above, members of the bargaining unit shall be granted an additional holiday and compensated as described in Section 1 above. Closing of city offices due to weather or other emergencies are not considered a holiday.

ARTICLE 13 SENIORITY

In the case of a personnel reduction, the employee with the least seniority shall be laid off first. Time in the Fire Department shall be given the utmost consideration. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work.

ARTICLE 14 HEALTH INSURANCE

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

Section 1.

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

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

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

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

ARTICLE 15 LIFE INSURANCE

Section 1.

The gross premiums for life insurance shall be paid by the City of Paducah. All earned dividends on such insurance policy or policies shall be paid to the City and shall be and become a part of the general fund.

Section 2.

The life insurance benefit on an employee's life shall be in the face value amount of \$15,000 to be paid upon the employee's death. The City agrees to provide a double indemnity benefit for any employee killed in the line of duty which will be \$50,000 or equal to any public safety employee to be paid upon the employee's death. The Union, however, recognizes the City's right to switch insurance carriers as long as the City continues to provide equal or better benefits.

Section 3.

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

Section 4.

The parties agree that the insurance policies control all conditions for eligibility and terms of coverage, conditions under which benefits shall be paid and the amount of said benefits to be paid.

Section 5.

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

ARTICLE 16 ACTING PAY

Section 1.

In the event employees of the Fire Department are temporarily assigned a position of responsibility higher than the position the employee currently holds due to a vacancy created by: an employee retiring, resigning, or terminated, or an illness/injury that is foreseen to take more than ten (10) consecutive twenty-four (24) hour shifts to return to full duty, then the wage rate of the employee will be adjusted according to the wage rate the employee would receive if he were actually in the higher rated classification. The wage rate for a Captain acting as an Assistant Chief under the terms noted above, will be their base wage rate plus \$1.25 per hour. The adjusted wage rate will be paid in a manner corresponding with the actual dates working in said acting position. Employees filling positions of higher classification on intermittent or short-term basis are expected to perform those duties as part of their classification responsibility*. Any Captain receiving Assistant Chief Acting Pay on July 1, 2026, will be grandfathered in and keep Acting Pay until a position change, retirement, or termination.

Section 2.

Qualified Firefighters appointed to Relief Driver status will be made by seniority with consultation by the Fire Chief and the appropriate Captain(s) and final approval by the City Manager.

ARTICLE 17 SICK LEAVE AND PAY

Section 1.

Members of the platoon in the Paducah Fire Department working shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall be charged with two (2) sick leave days for one shift period for twenty-four (24) hours of illness. One (1) day of sick leave will be charged for a period of illness up to twelve (12) hours. Compensation for sick leave shall be computed at the member's rate of pay times the hours absent during the pay period, and full credit shall be given for regular and overtime pay as if the member had actually worked their scheduled shift of twenty-four (24) hours on duty and forty-eight (48) hours off duty as required by KRS 95.500.

Section 2.

A sick day shall be defined as a minimum of one twelve (12) hour period of illness or absence because of the death or illness of relatives as set forth in Section 78-33 of the Code of Ordinances of the City of Paducah as is in effect on the date of the execution of this agreement or as subsequently amended.

Section 3.

Employees shall accrue sick leave at the rate 1 1/3 days per month up to a maximum of 150 days of sick leave time. Exception to this is noted in Section 6.

Section 4.

Retirement Time Purchase: Employees that entered the system prior to 1-1-2014 and selected the retirement time purchase benefit shall be allowed to maintain the retirement time purchase option until retirement. When these employees retire, the City will purchase one day of retirement credit for each sick day accumulated up to a maximum of one year's retirement credit (242 days). An employee must have a minimum of 50 days accrued sick time at the time of retirement to receive this benefit. This

benefit is contingent on CERS approval. Employees in the retirement time purchase group accrue sick leave at the rate of 1 ½ days per month up to a maximum of 242 days of sick time.

Section 5.

Death Benefit: If an employee dies, the surviving spouse or designated beneficiary shall be entitled to the same unused sick leave benefits option as elected by the employee, either the retirement time purchase benefit described in Section 4 above or the payment alternative described in Section 6 below.

Section 6.

Payment alternative: Members of the bargaining may elect the following benefit in lieu of the retirement time purchase described in Section 4.

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

Exception to Section 3. After an employee accrues 150 days in a given year, any sick time earned after that point within that year will be purchased by the City using the following formula. Beginning sick time plus annual accrual minus annual time used divided by 3.

(Beginning sick time (max 150 days) + annual accrual) – Annual time used

3

The payment for these days shall be an amount equivalent to one day's pay using the blended hourly rate calculation multiplied by the value determined above. See Article 11 Section 5 for an example of this calculation. Payment for these sick days shall be no later than the second paycheck of February of the following year.

Section 7.

Members of the bargaining unit working on a forty (40) hour week schedule shall be governed by Section 78-33 of the Code of Ordinances of the City of Paducah as was in effect on the date of the execution of this agreement or as subsequently amended.

Section 8.

The City and the Union agree to abide by the rules and regulations governing sick leave as set forth in the Code of Ordinances of the City of Paducah as is in effect on the date of the execution of this Agreement or as subsequently amended.

Section 9.

An employee on sick leave shall inform the Department or as directed by the Fire Chief, of the fact and the reason therefore as soon as possible but at least by 6:00 a.m. prior to the start of their scheduled shift and failure to do so within the first day of absence may, at the discretion of the City Manager, be cause for denial of sick leave with pay for the period of absence.

Section 10.

The Fire Chief may require an employee to take an examination, conducted by a licensed physician, designated by the Employer, to determine the physical or mental capability to perform the duties of their position. The Employer shall pay the cost of the examination.

Section 11.

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

ARTICLE 18 BENEFITS FOR INJURY IN THE LINE OF DUTY RESULTING IN WORKERS' COMPENSATION

Section 1.

This Article applies only to full-time paid Members.

Section 2.

Should a Member receive an injury requiring the payment of Workers' Compensation rendering them temporarily unable to perform their duties for more than 7 calendar days, thereafter the City shall allow the injured worker to supplement the Member's Workers' Compensation benefits by utilizing 8 hours of their accrued sick time at straight time rate for every subsequent 7 calendar days.

- a. It is agreed that this benefit supplements benefits to which a Member may be entitled under applicable Worker's Compensation law, is not excluded from income pursuant to 26 U.S.C. 104 or 26 C.F.R. 1.104-1(b), and is a taxable benefit. The Member expressly authorizes the City to withhold applicable taxes from the Member's pay in accordance with such understanding.
- b. It is agreed that the Member and the City shall include any benefits hereunder in computing a Member's salary for contributions to CERS by the City and the Member. Furthermore, the Member and the City shall continue to contribute to CERS during the time any benefits are paid under this Article.
- c. It is agreed, that this benefit merely allows a Member to utilize accrued sick leave and does not confer upon any Member any additional sick time benefit not otherwise available.
- d. This benefit is not available to any Member if the Member has restrictions that can be accommodated with transitional duty or full duty.
- e. This benefit is not intended to create any expectation of continued employment. Furthermore, this benefit is not available if a Member is no longer employed by the City.
- f. It is agreed that a member may utilize sick time, if available, during the waiting period, unless it is determined that Workers' Compensation must go back and pick up that period. In such case, the member must repay the city the net pay received, and the city will restore their sick leave balance.

ARTICLE 19 TRANSITIONAL DUTY

Section 1.

The City agrees to consider offering transitional duty to firefighters as outlined in the Return to Work (RM – 8) policy effective August 18, 2008.

Section 2.

Transitional duty platoon members would move to a 40 hour work week and to abide by the provisions of RM – 8 including:

- a) The City agrees to pay a firefighter on transitional duty an hourly rate equal to that firefighter's hourly rate x 3328 divided by 2080.
- b) The IAFF understands the policy which prohibits engaging in outside employment in which the injured worker may reasonably be expected to perform work beyond their restrictions. Further, it is the worker's responsibility to report outside wages to the workers' compensation adjuster in a manner that can be adequately verified.
- c) The IAFF understands that failure to accept a transitional duty assignment that is offered could jeopardize indemnity benefits and agrees to have the firefighter use sick time in the event the firefighter declines a transitional duty offer.
- d) The City agrees that while on transitional duty the firefighter will retain accruals toward retirement and will not experience benefit interruption.
- e) It is mutually understood that while working a 40 hour transitional duty shift, no work is expected on holidays. The firefighter can choose to use their Holiday pay if still available at the time needed, or can choose to use sick time if Holiday pay has already been expended.

ARTICLE 20 HEALTH AND SAFETY

Section 1.

It is the desire of the City and Union to continue to maintain the best possible standards of safety and health in the Fire Department.

Section 2.

In promotion of this policy, the City agrees to provide reasonable funds and make reasonable provisions for safety equipment and sanitary health and safety protection for all employees.

Section 3.

In further promotion of this policy, the Union and employees agree to cooperate fully with the City in order to promote safety in operation; and all employees will cooperate with the City in promoting safety by the observation of all safety regulations, keeping alert to discover unsafe conditions or defective equipment, and to this end, will promptly report the same to their immediate officer. Upon receiving such a report, the City Safety Officer shall promptly investigate and give a written report to the committee.

Section 4.

The City and the Union shall appoint three (3) members each to the Occupational Safety and Health Committee. This committee will meet quarterly and discuss safety and health conditions.

Section 5.

All reports required by the Kentucky Department of Labor under the Occupational Safety and Health Act of 1970 dealing with accidents, injuries, deaths and illnesses maintained by the Fire Department shall be made available to the Safety Committee Members.

Section 6.

The parties agree that a Committee consisting of three (3) Union and three (3) management personnel will be appointed to develop a Fire Department-wide physical agility testing program to be submitted to the Fire Chief for their approval.

Once the physical agility testing program has been mutually agreed upon, the parties agree to initiate the annual, mandatory, on duty physical testing program between July 1st and September 30th of each year. Successful completion of the examination will result in a \$300 incentive to be credited to an employee's Health Savings Account (HSA) in accordance with federal guidelines governing HSA's or in the employee's deferred compensation account of their choice, subject to the terms and limitations of the deferred compensation plan. The payments will be credited on the second payroll in October of each year.

ARTICLE 21 LABOR/MANAGEMENT MEETINGS

Section 1.

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

Section 2.

The City and the Bargaining Units shall use this forum not as a substitute for collective bargaining or as a mechanism for modifying the Agreement; rather the forum is seen as an adjunct to the collective bargaining process and as an aide in implementing and maintaining the Agreement. This forum will also be useful as a place to discuss issues which arise outside of the context of collective bargaining but which represent impediments to a quality work environment, or which threaten the department's ability to deliver fire services in the most efficient manner possible. No issue that is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the City and the Bargaining Units. It is the expectation of both parties that the free flow of information and the active discussion of common concerns will positively influence both the decisions made by each party and the chances for acceptance of those decisions.

Section 3.

Department management and IAFF representatives shall meet at least three (3) times per year. The designated representatives from the City and the Bargaining Units will arrange the time, place and agenda. Other meetings between the parties can be held anytime by request of either party. Time and arrangement for such meetings will be set by the designated representatives from the City and the Bargaining Units. Acknowledgement of meeting request shall be received within three (3) working days of receipt.

Section 4.

The purpose of such meetings shall be to:

- a. Discuss the administration of the Agreement;
- b. Discuss grievances which have not been processed to the Second Step of the procedure when such discussions are mutually agreed to by the parties;

- c. Notify the Bargaining Units of changes made or contemplated by the City which effect Bargaining Unit members;
- d. Disseminate general information of interest to the parties;
- e. Give the Bargaining Unit Representatives the opportunity to share the views of their members and/or make suggestions on subject of interest to their members, including interpretations of the Agreement where such discussion may prevent the necessity of filing a grievance.
- f. Discuss ways to increase productivity and improve efficiency.

Section 5.

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

ARTICLE 22 WORK RULES

Section 1.

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

Section 2.

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

Section 3.

Any additions or amendments to the work rules, regulations, policies, procedures and general orders shall be reduced to writing, and disseminated through email or other electronic means to members of the Bargaining Unit five (5) working days prior to implementation; however this section does not limit the right of the City, to meet emergency or operational needs, to immediately implement any work rules or regulations, policies, or general procedures with notice provided as soon as practical and/or prior to the conclusion of the five (5) working day notification period. The addition or amendment shall be dated and state its effective date. Each employee shall sign or electronically acknowledge receipt of same.

ARTICLE 23 APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be numbered (or lettered), dated and signed by the responsible parties.

ARTICLE 24 CONCESSION ALLOWANCE

The City will provide funds to each fire station on a quarterly basis. These funds will be used by the fire fighters to purchase staples, condiments and other items used by the members at the station. The monthly allocation will be dispersed by the Finance Department to the Fire Chief by means of petty cash. The Fire Chief will then disperse the funds to the officer in charge of each station quarterly based upon receipt of such funds. The monthly allocation of this allowance will be as follows:

Station #	Amount
1	\$100
2	\$100
3	\$100
4	\$100
5	\$100

ARTICLE 25 SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court or agency action or by reason of any existing or subsequently enacted State or Federal legislation or regulation, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 26 GRIEVANCE PROCEDURE

A grievance is defined as any dispute between the City and the Union and/or an employee concerning the interpretation, application, or compliance with the terms of this Agreement. A working day is defined as any day City Hall is open for business. Time limits set forth herein may be extended by mutual agreement of the parties, which agreement shall be in writing.

The Union must notify the City of the member of the grievance committee and any changes within five (5) working days.

Union's Grievance Committee shall receive all grievances in writing and shall determine whether or not a grievance exists. All facts must be presented at the time the grievance is filed, no new facts may be presented later in the steps. If new evidence is presented, the grievance goes back to step 1 and starts over.

Grievances shall be processed in the following manner:

Step 1.

Within five (5) working days of the receipt of the grievance and if it is determined that a grievance exists, the Grievance Committee shall present the written grievance to the Fire Chief for adjustment. The grievance must be presented within ten (10) working days after the occurrence of an event or action that causes a non-probationary employee to feel aggrieved. No grievance presented after ten (10) working days will be considered under these procedures. The grievance must state the contract provisions(s) violated, the relief sought, the facts supporting the grievance, and must be signed by the

aggrieved employee. The Fire Chief shall within ten (10) working days of receipt of the grievance forward their written response to the Union Grievance Committee.

Step 2.

If the grievance is not resolved in Step 1, the Union Grievance Committee shall within five (5) working days after receiving the written response of the Fire Chief, forward a written appeal to the City Manager. If necessary, the City Manager may meet with the aggrieved employee and Union Representative within 10 working days to discuss the grievance. The City Manager shall forward their written decision on the grievance within ten (10) working days of the meeting to the Union Grievance Committee with a.

Step 3.

Mediation If the grievance is not resolved at Step 2, and the employee and the Union desire to proceed with the grievance then the employee and the Union, within ten (10) working days may request mediation by a mutually agreed upon mediator. The mediator shall have five (5) working days to set a date for the mediation hearing within thirty (30) working days. The mediator shall attempt to mediate the dispute at the hearing. Should the mediator fail to resolve the dispute, then either party may request a written advisory opinion from the mediator. The mediator shall be without power or authority to alter, amend or modify any of the terms of this Agreement the advisory opinion of the mediator shall be submitted in writing within a reasonable time, but not later than thirty (30) working days after the date of the hearing. The parties expressly agree that the City and the Union both have the right to accept or reject the mediator's decision.

Step 4:

If the grievance remains unadjusted, it may then be presented by the Union to the Board of Commissioners in writing within three working days after the response of the mediator is due. The written statement of appeal of the grievance shall set forth all the reasons and grounds for the grievance and the appeal to the Board together with a statement of the relief sought. A copy of all previous written documents involved in the action shall be attached to the grievance and made a part thereof. The grievance will be placed on the Commission agenda within three weeks after it is presented and shall be heard in public session. A vote of three Commissioners will be required to deny the grievance. The decision of the City Commissioners is final and binding upon the parties, unless said decision is found to be arbitrary and capricious by a Court of appropriate jurisdiction.

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

ARTICLE 27 WAGE RATES

Article 26, Wage Rates, is hereby amended to read as follows:

Section 1.

The parties agree that the employees covered herein will be paid, as set out in Section 2 of this Article.

Section 2. Wage rates shall be paid as follows, this includes one-time increases in the base wage effective July 1, 2026, then a 2% increase July 1, 2027, and a 2% increase July 1, 2028 respectively. These increases will be applied to the base wage rates before any cost-of-living adjustments (COLA's) occur for those years. COLA's will be determined according to Section 8. The July 1, 2026, COLA will be 2.7% and is included in the wage table below. Actual increases will take effect on the first day of the pay period coincident with or following the effective date of the increase.

	Payroll July COLA 2.7%
Captains	2026
< 10 years	24.65
10 years	25.52
15 years	26.28
20 years	27.08
25 years	27.88
Lieutenants	
< 10 years	22.41
10 years	23.20
15 years	23.89
20 years	24.62
25 years	25.36
Firefighter Relief Driver	
2 years	19.75
3 years	20.55
5 years	21.16
10 years	21.80
15 years	22.46
Firefighter Appointee	17.03
6 months	18.55
1 year	19.11
3 years	19.68
5 years	20.27
10 years	20.79
15 years	21.30

(a) Captains, Lieutenants, Firefighters-Relief Driver and Firefighters shall be paid the aforesaid hourly rates during each weekly period beginning Thursday and ending Wednesday for the first forty (40) hours of duty, and at one and one-half times said hourly rates for each duty hour in excess of forty (40).

(b) Firefighters appointed to Relief Driver Status will be made by seniority, provided that said firefighters have passed all associated qualifying testing as stated in department policy, with consultation between the Fire Chief and the appropriate Captain(s) and final approval by the City Manager.

Section 3.

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

Section 4.

Beginning July 1, 2017, prospective wage increases will correspond to the platoon members' date of hire anniversary. For conversion to this payment method, step increases will be administered in the intervening period (from date on the floor anniversary until date of hire anniversary) so as not to cause an employee to miss a step. Nothing in this section is intended to affect an employee's probationary period. In the instance where an employee is suspended without pay, their anniversary date will be adjusted to reflect the interruption in service, delaying their step increase by the length of their suspension(s).

Section 5.

If during the term of this agreement the City of Paducah implements a negotiated pay increase:

1. Beginning during the course of this Agreement or
2. Simultaneously with this Agreement

For any bargaining unit, and that percentage pay increase is in excess of the amount granted to the bargaining unit herein, then, in that event, the City of Paducah will simultaneously therein adjust the bargaining unit wage scale. The aforesaid adjustment shall equal, but not exceed, the differential between the percentage amount awarded to the bargaining unit herein and the higher percentage amount granted to any other City bargaining unit.

Section 6.

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

Section 7.

Current members of the Paducah Fire Department's specialty teams defined as: Technical Rescue Team, Water Rescue Team, Hazmat Team, Honor Guard, Peer Support, or other similar skills determined by the Fire Chief shall receive additional compensation of fifty dollars (\$50) per bi-weekly pay period for specialty skills utilized by the City outside of their regular assignment.

The maximum compensation for specialty skills an employee shall receive is fifty dollars (\$50) per bi-weekly pay period, regardless of how many special skills assignments an employee is performing. The Fire Chief has the authority to manage the specialty teams and assignments as they see best for the Department. The Fire Chief has the authority to add and remove members of the specialty teams and assignments at their discretion.

Section 8.

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

ARTICLE 28 CONTINUANCE OF EXISTING MONETARY RIGHTS

Unless otherwise provided in this contract the City agrees to continue its present policies in regard to all benefits of direct monetary value to the employees.

ARTICLE 29 DURATION

Section 1.

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

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

Section 2.

Between November 1 and 15, 2028, either party may request in writing that negotiations be opened to modify or renew this Agreement. Within 10 days of receipt of the request to open negotiations the parties will meet and schedule up to 5 negotiating meetings to be held between January 2 and March 1, 2029. Failure to reach tentative agreement in this timeframe will result in a forty-five (45) day suspension of negotiations. On or about April 16 negotiations will resume and if the parties come to an impasse, either party may request mediation services through the Kentucky Labor Cabinet and the current Bargaining Agreement will be extended for sixty (60) days

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand this __th day of _____, 2026.
This agreement, if approved by Final Ordinance, shall become effective upon signing.

FOR THE CITY OF PADUCAH,
KENTUCKY:

FOR THE PROFESSIONAL FIRE
FIGHTERS OF PADUCAH, LOCAL
168, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS:

George P. Bray, Mayor

Matthew Meiser, President

AGREEMENT

BETWEEN

THE CITY OF PADUCAH

AND

**THE PROFESSIONAL FIRE FIGHTERS OF
PADUCAH, LOCAL 168, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS**

Effective

July 1, 202~~6~~³

through

June 30, 202~~9~~⁶

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PREAMBLE

Whereas a referendum was held and whereas the City of Paducah, hereinafter referred to as the "City", and the Professional Fire Fighters of Paducah, Local 168, International Association of Fire Fighters, hereinafter referred to as the "Union" have met and conferred, the parties agree to maintain and promote harmonious relations between the City and Union, in order that efficient and progressive public service may be rendered, as follows:

ARTICLE 1 DEFINITIONS

The parties agree that whenever in this Agreement a term such as "fire fighter", "fireman", "employees of the Fire Department", "employees", or "members of the platoon" is used, the term refers to those personnel expressly included in the bargaining unit as set out in Article II, Recognition, and further this Agreement in no manner whatsoever has any effect on the wages, hours, and working conditions of other City personnel.

The parties agree that whenever in this Agreement the term "City" is used, the term refers to whomever the Board of Commissioners has designated to exercise the right or discharge the obligation in question.

ARTICLE 2 RECOGNITION

The City hereby recognizes the Union as the exclusive collective bargaining representative for all employees of the Fire Department of the City of Paducah in the classifications of Firefighter, Lieutenant, Captain, and excluding the Fire Chief, Deputy Fire Chiefs, Assistant Fire Chiefs, Battalion Chiefs, Training Officers, Fire Marshals, Deputy Fire Marshals, administrative clerical personnel, probationary employees and excluding any non-uniform personnel.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1.

Except as expressly modified by a specific provision of this Agreement, the City retains its sole and exclusive rights to operate and manage its affairs in all respects. The exclusive rights of the City which are not abridged by this Agreement include, but are not limited to, its right to hire and to be the sole judge of qualifications of applicants. The City has the right to direct the working forces, to discipline or discharge for just cause, to establish, maintain and modify departmental rules and procedures; to lay off and recall; to be the judge of whom to promote and the methods and procedures for promotions; to assign work; to transfer employees from one station to another in a manner most advantageous to the City; to contract and to subcontract with outside contractors; to establish, modify or change manning of apparatus, amount of apparatus in the fleet, etc.; the right to direct the members of the Fire Department, including the right to hire, promote, or transfer any employee; the right to organize and reorganize the Fire Department in any manner permitted by law including the size of the Fire Department and the determination of job classifications; the right to determine the method and frequency of pay, the allocation and assignment of work to employees within the Fire Department in a manner most advantageous to the City; to introduce new, improved or different methods and techniques of operation or to change existing methods and techniques of operation; to establish basic in-service training programs and requirements of upgrading the skills of employees with adequate training; to determine the location, methods, means and personnel by which operations are to be

conducted; to establish, implement and maintain an internal security practice; to schedule overtime above that called for in Section 1 of Article 9, vacations, days off and holidays off; to determine rank based upon the duties assigned; to take whatever actions may be necessary to carry out the mission of the City in dire emergency situations.

Section 2.

Failure by the City to exercise any of its rights shall not constitute a waiver of that right. The above rights and powers are vested in the City, and not subject to the bargaining or grievance procedures; however, the exercise of these rights shall be subject to the grievance procedure except as expressly modified by the terms of this Agreement.

Section 3.

Promotions

Recommendations to the City Commission for Promotion to the ranks of Captain and Lieutenant will be based on a weighing of evaluation of each Candidate's:

Annual Evaluations

Job Performance

Leadership

Initiative

Personnel Record

Assistant Chiefs' Comments

Resume

Education and Continuing Education

Interview Board ranking and notes

Seniority

After a promotion is made the Chief will provide on the request of any candidate not selected for promotion a written summary of the candidates strengths and areas for improvement that were weighted in considering the candidate for promotion.

This content of the summary is not subject to the grievance procedure.

Section 4.

Reductions-in-force:

The City agrees that any changes in the organizational Ordinance and/or Municipal Order for the Fire Department by the City Commission that results in a reduction-in-force of employees represented by Local 168 of the IAFF will require a thirty (30) day advance written notice to the Union. The purpose of the advance notice is to give the Union opportunity to comment publicly to the Commission. Temporary lay-offs due to budget shortfalls are not covered by this provision.

ARTICLE 4 PUBLIC OBLIGATION

Section 1.

The Union shall not strike during the term of this Agreement.

Section 2.

Further, in consideration of this Agreement, the City shall not lock out its employees of the Fire Department during the term of this Agreement.

Section 3.

Any member of the Bargaining Unit, who during the term of this Agreement participates in a strike against the City of Paducah shall be deemed to have breached the terms of this contract and shall further be deemed to be guilty of misconduct. Any person participating in such a strike in the Paducah Fire Department will not receive pay or compensation from the City during the period he is engaged in the strike. Any person participating in such a strike shall be subject to disciplinary action under the provisions of KRS Chapter 95.

Section 4.

If the members of Local 168 engage in a strike against the City of Paducah during the term of this Agreement, then it shall cease to be recognized as the exclusive representative of the employees and shall be ineligible to act as their exclusive representative for a period of two years following the end of the strike. In addition, the City shall be under no further obligation to make payroll deductions for union dues for a period of two years following the end of the strike.

Section 5.

"Strike" means an employee's refusal, in concerted action with others, to report for duty, or willful absence from the position, or stoppage of work, or abstinence in whole or in part from the proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing, or protesting a change in the wages, hours, or other terms and conditions of employment, provided however, a strike shall not mean an effort by an individual member of Local 168 who attempts, without Union authorization, to influence, coerce, or change wages, hours, or other terms and conditions of employment.

ARTICLE 5 PAYROLL DEDUCTIONS OF DUES

Section 1.

Employees of the Fire Department on the effective date of this agreement or employed thereafter, shall have the option of becoming members of the Union after completion of Recruit School and promotion to the status of Firefighter.

The Employer agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of the deductions shall remain in full force and effect during the term of this Agreement.

Section 2.

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

Section 3.

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

****Addendum – Notwithstanding anything to the contrary therein, this section shall not be applicable if any part thereof shall be in conflict with applicable State Law; provided, however, that if all of any part of this section becomes permissible by virtue of a change in applicable State Law, whether by legislative or judicial action, the provisions of this section held valid shall immediately apply.**

ARTICLE 6 NON-DISCRIMINATION

Section 1.

The City agrees not to restrain or coerce any employee because of any authorized employee activity in an official capacity on behalf of the Union.

Section 2.

The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful disparate treatment, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 3.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 7 DISCIPLINARY ACTION

The parties hereto agree that all disciplinary matters will be governed by the provisions of KRS 95, provided however; an employee may voluntarily accept discipline, discharge, or demotion in lieu of having charges preferred against them under the provisions of KRS 95. Any disciplinary action the City takes that is covered by KRS 95 and not resolved voluntarily with the employee, will be final and will not be subject to the Grievance Procedure.

ARTICLE 8 EXCHANGE OF DUTIES AND UNION BUSINESS LEAVE

Section 1.

Upon approval of the Chief of the Department, or to the Assistant Chiefs to whom the Chief has delegated the authority, employees may exchange duty by "trading time" with each other on a voluntary basis in instances including, but not limited to, situations where a member has depleted their paid leave allowances and continues to be unable to return to duty; attendance at professional or Union conferences and schools, any official Union business, and such other situations where the member's absence could not otherwise be compensated for purely personal reasons. Work back and exchange of

duties, as provided for herein shall in no way result in credit for extra compensation for the one performing the duty in the form of overtime or other provisions for increased pay. The approval of the Chief of the Department or the Assistant Chiefs to whom the Chief has delegated the authority shall be at their sole discretions based on operational needs.~~not be unreasonably withheld.~~ Both employees involved in the exchange of duty must follow the City's procedure which limits the number of "trading time's" to eighteen 24 hour exchanges (432 hours) annually each for personal use and for union business leave. Sick time work back is defined further under Section 2. The Chief will maintain records of all exchanges and work back and verify compliance with City record-keeping requirements and 29 USC par 207 (p) 3, 803 KAR 1:063, KRS 337.020 and others as they become applicable.

Section 2.

An employee who has exhausted their paid leave due to an extended sick leave absence from illness or non-work related injury and had as much as two-thirds (2/3) of their earned sick leave available at the beginning of the absence qualifies for up to six (6) months of work place coverage from qualified employees who agree to voluntarily work or donate unused vacation time (as long as no overtime is predicted to be needed to maintain minimum staffing as contained in City policy and can't be granted any earlier than 72 hours before the start of the covered shift) as their replacement. The employee who is absent due to illness/injury will be paid and the voluntary replacement will not receive compensation from the City or will have vacation time deducted if approved. Under unusual circumstances where a member does not have 2/3 of their sick time available at the beginning of the absence who does not qualify for sick time work back, the affected employee can petition through a labor management meeting to qualify for sick time work back. In the event the employee being covered by work back does not comply with the City's return to work policies (203-203.3), the union body and / or the City has the right to discontinue work back coverage.

Section 3.

The City agrees that members of the Union negotiating team, but in no event more than three (3) employees, shall, if on duty, be allowed to participate in negotiations without loss of pay for up to a total of ninety (90) hours compensated (each employee participating while in a work status will have their hours counted toward the total 90 hours allowed) for negotiations sessions mutually agreed to by the City. Nothing herein prevents additional negotiating sessions between the City and the Union except that the City will not be responsible for loss of wages beyond that previously described.

Section 4.

The City agrees that a Union representative and one grievant, regardless of whether more than one employee of the Fire Department is involved in the grievance, shall be allowed time off to attend any meeting held pursuant to the grievance procedure (Steps 1 through 4) in Article 26 of this Agreement without loss of pay if on duty.

ARTICLE 9 WORKWEEK AND OVERTIME

Section 1.

The Fire Department shall be divided into three platoons. Each platoon shall be on duty for twenty-four (24) consecutive hours, after which the platoon serving twenty-four (24) hours on duty shall be allowed to remain off duty for forty-eight (48) consecutive hours except in cases of dire emergency.

Section 2.

The change time or designated time that each platoon shall change shifts shall be at 6:40 a.m. each day.

Section 3.

All hours worked in excess of forty (40) hours per week shall be compensated for at a rate of one and one-half times the regular straight-time hourly rate.

Section 4.

a) When an employee is called in and required to work overtime, he shall receive a minimum of six (6) hours of compensation at one and one-half their regular straight-time hourly rate, regardless of whether such employee worked a full six (6) hours or not. When an employee is called in and required to work overtime in the event of an emergency incident outlined as a structure fire, natural disaster, technical rescue deployment, water rescue deployment, or Hazmat deployment, said employee shall receive a minimum of six (6) hours of compensation at double their regular straight-time hourly rate for the first six (6) hours. In the event the employee works beyond six (6) hours during the same overtime period, said employee shall receive time and one-half pay for each hour or part of an hour after the six (6) hour period expires (partial hour worked shall be considered a full hour).

b) An employee required to work beyond the end or before their regularly scheduled work shift shall receive overtime compensation for the actual hours worked at one and one-half the employee's regular straight-time hourly rate before and after each shift. In the event the employee works beyond two (2) hours, the employee shall receive four (4) hours overtime at one and one-half their regular straight-time hourly rate. In the event the employee works beyond four (4) hours during the same overtime period, said employee shall receive time and one-half pay for each hour or part of an hour after the four (4) hour period expires (partial hours worked shall be considered a full hour)

c) Employees voluntarily accepting overtime scheduled by the end of their previously scheduled work shift shall receive a four (4) hour guarantee of overtime at one and one-half times their regular straight-time hourly rate. This provision does not have any impact on working into the beginning of an employees scheduled work shift and a partial hour worked shall be considered a full hour.

d) Employees voluntarily accepting overtime to participate in an administrative capacity or to assist with training shall receive overtime compensation for 2 hours minimum at one-half times their regular straight-time hourly rate. This provision does not have any impact on working into the beginning of an employee's scheduled work shift and a partial hour worked shall be considered a full hour.

e) In the event that a member of the bargaining unit is subpoenaed to testify in a court of competent jurisdiction for reasons directly relating to their official capacity with the Fire Department while off duty, they shall be compensated as set forth in this Section.

Section 5.

There shall be no pyramiding of overtime.

Section 6.

Payroll shall be biweekly.

ARTICLE 10 CLOTHING ALLOWANCE

The Fire Chief shall determine the appropriate uniform to be worn by bargaining unit employees and employees shall be required to be in proper uniform while on duty. The City, by a vendor credit system, will provide \$1250 per employee to be distributed in two installments, \$625 on January 1 and \$625 on July 1 of each year, with the exception of employees with less than 1 year of service. An employee with less than one year of service will start receiving the January 1 and July 1 installments after they have completed 8 months of employment. Any remaining balance in an employee's uniform account on December 31 may be carried over. Each fire fighter will be able to purchase required clothing as needed in keeping with purchasing procedures established by the City and policies of the department established by the Fire Chief. ~~The City at no cost to the Firefighter will replace Clothing/accessories torn or damaged during the performance of the Firefighter duties.~~ Equipment items approved by the Chief will be Quartered mastered by the Fire Administration staff at no cost to the employee.

ARTICLE 11 VACATIONS

Section 1.

All platoon employees working shifts of 24 hours on duty and 48 hours off duty shall receive vacation time as follows, based upon the number of years of service completed:

- A. From the beginning of employment – End of the 3rd year - the accrual rate shall be 12 hours per month for a total of six (6) twenty-four (24) hour shift days.
- B. From the beginning of the 4th year – End of the 10th year - the accrual rate shall be 14 hours per month, for a total of seven (7) twenty-four (24) hour shift days per year.
- C. From the beginning of the 11th year – End of the 15th year - the accrual rate shall be 16 hours per month for a total of eight (8) twenty-four hour shift days per year.
- D. From the beginning of the 16th year – End of the 20th year - the accrual rate shall be 18 hours per month for a total of nine (9) twenty-four hour shift days per year.
- E. From the beginning of the 21st year – End of the 25th year - the accrual rate shall be 20 hours per month for a total of ten (10) twenty-four hour shift days per year.
- F. From the beginning of the 26th year - the accrual rate shall be 22 hours per month for a total of eleven (11) twenty-four hour shift days per year.

Vacation pay for platoon personnel shall be computed at the member's rate of pay times the hours absent during the pay period, and full credit shall be given for regular and overtime pay as if the member had actually worked their scheduled shift of 24 hours on duty and 48 hours off duty. Each member may accrue up to a maximum of twenty-five (25) days of vacation pursuant to the provisions of Section 4 of this Article.

Section 2.

No member of the bargaining unit shall be entitled to take more than their annual leave as defined by Section 1 or Section 2 above.

Section 3.

The Fire Chief will prepare a schedule for vacations and holiday leave time. The schedule will contain 17 leave slots. Each leave slot will contain seven (7) – twenty-four (24) hour shifts. Four (4) slots will contain three (3) individual slots. The rest will be filled with two (2) individual slots. One slot containing two (2) individual slots will increase to a three (3) individual slot each time staffing rises by one (1) member over twenty-one (21) on each crew.

The first week in December the Fire Chief shall bid vacation leave by seniority on each crew until the youngest member in seniority has chosen. Then by seniority holiday leave is chosen until youngest employee has been chosen.

Members of the bargaining unit with fifteen (15) years of service shall have accrued vacation time not taken in the year accrued placed in a vacation bank. The maximum hours to be accumulated in the vacation bank is 600 hours for platoon employees. Time in the vacation bank shall be used only in case of extended disability when an employee has used all of their sick leave. No employee with less than fifteen (15) years of service will be permitted to put time in the vacation bank, except employees with between ten (10) and fifteen (15) years of service may place their two (2) unscheduled days in the vacation bank. Once the employee's vacation bank reaches 600 hours, the employee will be required to schedule their vacation in the year in which it is accrued. Failure of the employee to request said vacation time shall result in the loss of that vacation.

Section 4.

Members of the bargaining unit may trade vacation time with the approval of the Fire Chief or the Assistant Chief to whom the Chief has delegated the authority.

Section 5.

Upon the termination of employment with the City a member of the bargaining unit shall be paid for all accrued and unused vacation time using the blended hourly rate up to the maximum amounts permitted to be accrued under the provisions of Section 1 and Section 2 above. An example of how the blended hourly rate is calculated is as follows:

Blended Rate Calculation:	
18.90	Regular rate
<u>2,080.00</u>	Regular hours per year
39,312.00	A
28.35	O/T rate
<u>832.00</u>	Scheduled O/T hours per year
23,587.20	B
62,899.20	A + B
<u>2,912.00</u>	Total hours worked
21.60	Blended rate

Section 6.

Notwithstanding any of the above provisions, any vacation hours accrued during the year that equal less than 24 hours (hours accrued due to an increase in years of service) or in unusual situations whereby the fire fighter is unable to utilize earned vacation hours during the year, he may be allowed to temporarily increase their accrued vacation balance in excess of the 600 hours, regardless of the years of service, with the approval of the Fire Chief. These hours should be taken in the next calendar year, if possible.

ARTICLE 12 HOLIDAYS

Section 1.

Members of the Fire Department working as a member of a platoon performing duty in shifts of 24 hours on duty and 48 hours off duty shall be given the holidays listed in Section 2 with a credit of 2 holidays per 24 hour shift and they shall be compensated for such holidays at their average earnings including regular and overtime pay for a 56-hour workweek. Holidays will be scheduled as described in Article 11, Section 4.

Section 2.

All members of the bargaining unit within the Fire Department shall receive the following ~~132~~ holidays:

New Year's Eve

New Year's Day

Martin Luther King Jr. Day

Memorial Day (Monday Observance)

Juneteenth

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

The day immediately following Thanksgiving Day

Christmas Eve

Christmas Day

Personal Day (July 1)

Section 3.

A Personal day shall be part of the ~~132~~ holidays granted each calendar year, but shall be scheduled as July 1.

Section 4.

Whenever a member of the bargaining unit works on a legal holiday, the said member(s) shall be paid two (2) times their hourly rate of pay for an additional twelve (12) hours for working on said holiday. In order to receive holiday pay, a bargaining unit member must work twelve (12) hours on said holiday. In the instance of exchange of duty, the employee whose shift is being worked will receive the holiday pay. A legal holiday is defined as any of the holidays set forth in Article 12, Section 2.

Section 5.

Whenever the City Commission designates a City-wide holiday in addition to those mentioned in Section 2 above, members of the bargaining unit shall be granted an additional holiday and compensated as described in Section 1 above. Closing of city offices due to weather or other emergencies are not considered a holiday.

ARTICLE 13 SENIORITY

In the case of a personnel reduction, the employee with the least seniority shall be laid off first. Time in the Fire Department shall be given the utmost consideration. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work.

ARTICLE 14 HEALTH INSURANCE

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

Section 1.

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

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

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

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

ARTICLE 15 LIFE INSURANCE

Section 1.

The gross premiums for life insurance shall be paid by the City of Paducah. All earned dividends on such insurance policy or policies shall be paid to the City and shall be and become a part of the general fund.

Section 2.

The life insurance benefit on an employee's life shall be in the face value amount of \$15,000 to be paid upon the employee's death. The City agrees to provide a double indemnity benefit for any employee killed in the line of duty which will be \$50,000 or equal to any public safety employee to be paid upon the employee's death. The Union, however, recognizes the City's right to switch insurance carriers as long as the City continues to provide equal or better benefits.

Section 3.

~~Retiree Life Insurance will no longer be offered effective July 1, 2026. Any retiree taking coverage prior to that date will be grandfathered in according to the terms of the plan. Upon retirement an employee participating in the group insurance plan may continue their coverage in the amount of Four Thousand Dollars (\$4,000) for which the retiree shall pay a monthly premium of fifty (50%) percent of its cost. The City shall pay an amount not to exceed Fifty percent (50%) of the total monthly premium. In no event shall the City pay more than Fifty percent (50%) of any such premium.~~

Section 4.

The parties agree that the insurance policies control all conditions for eligibility and terms of coverage, conditions under which benefits shall be paid and the amount of said benefits to be paid.

Section 5.

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

ARTICLE 16 ACTING PAY

Section 1.

In the event employees of the Fire Department are temporarily assigned a position of responsibility higher than the position the employee currently holds due to a vacancy created by: an employee retiring, resigning, or terminated, or an illness/injury that is foreseen to take more than ten (10) consecutive twenty-four (24) hour shifts to return to full duty, then the wage rate of the employee will be adjusted according to the wage rate the employee would receive if he were actually in the higher rated classification. The wage rate for a Captain acting as an Assistant Chief under the terms noted above, will be their Acting base wage rate plus \$1.25 per hour. The adjusted wage rate will be paid in a manner corresponding with the actual dates working in said acting position. Employees filling positions of higher classification on intermittent or short-term basis are expected to perform those duties as part of their classification responsibility*. Any Captain receiving Assistant Chief Acting Pay on July 1, 2026, will be grandfathered in and keep Acting Pay until a position change, retirement, or termination.

Section 2.

~~There will be \$.95 cents per hour for each shift and it will be distributed according to the expected utilization of Captains filling the role of Assistant Chief, the actual numbers of Captains receiving the additional compensation and who will receive the compensation is subject to assignment by the Fire Chief (Captains subject to acting as Assistant Chief #1 will receive + \$.60 per hour, in Acting base wage rate, Acting Assistant Chief #2 will receive + \$.25 per hour in Acting base wage rate, and Acting Chief #3 will receive + \$.10 per hour, in Acting base wage rate). Additionally, Qualified Firefighters appointed to Relief Driver status will be made by seniority with consultation by the Fire Chief and the appropriate Captain(s) and final approval by the City Manager.~~

ARTICLE 17 SICK LEAVE AND PAY

Section 1.

Members of the platoon in the Paducah Fire Department working shifts of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall be charged with two (2) sick leave days for one shift period for twenty-four (24) hours of illness. One (1) day of sick leave will be charged for a period of illness up to twelve (12) hours. Compensation for sick leave shall be computed at the member's rate of pay times the hours absent during the pay period, and full credit shall be given for regular and overtime pay as if the member had actually worked their scheduled shift of twenty-four (24) hours on duty and forty-eight (48) hours off duty as required by KRS 95.500.

Section 2.

A sick day shall be defined as a minimum of one twelve (12) hour period of illness or absence because of the death or illness of relatives as set forth in Section 78-33 of the Code of Ordinances of the City of Paducah as is in effect on the date of the execution of this agreement or as subsequently amended.

Section 3.

Employees shall accrue sick leave at the rate 1 1/3 days per month up to a maximum of 150 days of sick leave time. Exception to this is noted in Section 6.

Section 4.

Retirement Time Purchase: Employees that entered the system prior to 1-1-2014 and selected the retirement time purchase benefit shall be allowed to maintain the retirement time purchase option until retirement. When these employees retire, the City will purchase one day of retirement credit for each sick day accumulated up to a maximum of one year's retirement credit (242 days). An employee must have a minimum of 50 days accrued sick time at the time of retirement to receive this benefit. This benefit is contingent on CERS approval. Employees in the retirement time purchase group accrue sick leave at the rate of 1 ½ days per month up to a maximum of 242 days of sick time.

Section 5.

Death Benefit: If an employee dies, the surviving spouse or designated beneficiary shall be entitled to the same unused sick leave benefits option as elected by the employee, either the retirement time purchase benefit described in Section 4 above or the payment alternative described in Section 6 below.

Section 6.

Payment alternative: Members of the bargaining may elect the following benefit in lieu of the retirement time purchase described in Section 4.

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

Exception to Section 3. After an employee accrues 150 days in a given year, any sick time earned after that point within that year will be purchased by the City using the following formula. Beginning sick time plus annual accrual minus annual time used divided by 3.

$$\frac{(\text{Beginning sick time (max 150 days)} + \text{annual accrual}) - \text{Annual time used}}{3}$$

3

The payment for these days shall be an amount equivalent to one day's pay using the blended hourly rate calculation multiplied by the value determined above. See Article 11 Section 5 for an example of this calculation. Payment for these sick days shall be no later than the second paycheck of February of the following year.

Section 7.

Members of the bargaining unit working on a forty (40) hour week schedule shall be governed by Section 78-33 of the Code of Ordinances of the City of Paducah as was in effect on the date of the execution of this agreement or as subsequently amended.

Section 8.

The City and the Union agree to abide by the rules and regulations governing sick leave as set forth in the Code of Ordinances of the City of Paducah as is in effect on the date of the execution of this Agreement or as subsequently amended.

Section 9.

An employee on sick leave shall inform the Department or as directed by the Fire Chief, of the fact and the reason therefore as soon as possible but at least by 6:00 a.m. prior to the start of their scheduled shift and failure to do so within the first day of absence may, at the discretion of the City Manager, be cause for denial of sick leave with pay for the period of absence.

Section 10.

The Fire Chief may require an employee to take an examination, conducted by a licensed physician, designated by the Employer, to determine the physical or mental capability to perform the duties of their position. The Employer shall pay the cost of the examination.

Section 11.

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

ARTICLE 18 BENEFITS FOR INJURY IN THE LINE OF DUTY RESULTING IN WORKERS' COMPENSATION

Section 1.

This Article applies only to full-time paid Members.

Section 2.

Should a Member receive an injury requiring the payment of Workers' Compensation rendering them temporarily unable to perform their duties for more than 7 calendar days, thereafter the City shall allow the injured worker to supplement the Member's Workers' Compensation benefits by utilizing 8 hours of their accrued sick time at straight time rate for every subsequent 7 calendar days.

- a. It is agreed that this benefit supplements benefits to which a Member may be entitled under applicable Worker's Compensation law, is not excluded from income pursuant to 26 U.S.C. 104 or 26 C.F.R. 1.104-1(b), and is a taxable benefit. The Member expressly authorizes the City to withhold applicable taxes from the Member's pay in accordance with such understanding.
- b. It is agreed that the Member and the City shall include any benefits hereunder in computing a Member's salary for contributions to CERS by the City and the Member. Furthermore, the Member and the City shall continue to contribute to CERS during the time any benefits are paid under this Article.
- c. It is agreed, that this benefit merely allows a Member to utilize accrued sick leave and does not confer upon any Member any additional sick time benefit not otherwise available.
- d. This benefit is not available to any Member if the Member has restrictions that can be accommodated with transitional duty or full duty.
- e. This benefit is not intended to create any expectation of continued employment. Furthermore, this benefit is not available if a Member is no longer employed by the City.
- f. It is agreed that a member may utilize sick time, if available, during the waiting period, unless it is determined that Workers' Compensation must go back and pick up that

period. In such case, the member must repay the city the net pay received, and the city will restore their sick leave balance.

ARTICLE 19 TRANSITIONAL DUTY

Section 1.

The City agrees to consider offering transitional duty to firefighters as outlined in the Return to Work (RM – 8) policy effective August 18, 2008.

Section 2.

Transitional duty platoon members would move to a 40 hour work week and to abide by the provisions of RM – 8 including:

- a) The City agrees to pay a firefighter on transitional duty an hourly rate equal to that firefighter's hourly rate x 3328 divided by 2080.
- b) The IAFF understands the policy which prohibits engaging in outside employment in which the injured worker may reasonably be expected to perform work beyond their restrictions. Further, it is the worker's responsibility to report outside wages to the workers' compensation adjuster in a manner that can be adequately verified.
- c) The IAFF understands that failure to accept a transitional duty assignment that is offered could jeopardize indemnity benefits and agrees to have the firefighter use sick time in the event the firefighter declines a transitional duty offer.
- d) The City agrees that while on transitional duty the firefighter will retain accruals toward retirement and will not experience benefit interruption.
- e) It is mutually understood that while working a 40 hour transitional duty shift, no work is expected on holidays. The firefighter can choose to use their Holiday pay if still available at the time needed, or can choose to use sick time if Holiday pay has already been expended.

ARTICLE 20 HEALTH AND SAFETY

Section 1.

It is the desire of the City and Union to continue to maintain the best possible standards of safety and health in the Fire Department.

Section 2.

In promotion of this policy, the City agrees to provide reasonable funds and make reasonable provisions for safety equipment and sanitary health and safety protection for all employees.

Section 3.

In further promotion of this policy, the Union and employees agree to cooperate fully with the City in order to promote safety in operation; and all employees will cooperate with the City in promoting safety by the observation of all safety regulations, keeping alert to discover unsafe conditions or defective equipment, and to this end, will promptly report the same to their immediate officer. Upon receiving such a report, the City Safety Officer shall promptly investigate and give a written report to the committee.

Section 4.

The City and the Union shall appoint three (3) members each to the Occupational Safety and Health Committee. This committee will meet quarterly and discuss safety and health conditions.

Section 5.

All reports required by the Kentucky Department of Labor under the Occupational Safety and Health Act of 1970 dealing with accidents, injuries, deaths and illnesses maintained by the Fire Department shall be made available to the Safety Committee Members.

Section 6.

The parties agree that a Committee consisting of three (3) Union and three (3) management personnel will be appointed to develop a Fire Department-wide physical agility testing program to be submitted to the Fire Chief for their approval.

Once the physical agility testing program has been mutually agreed upon, the parties agree to initiate the annual, mandatory, on duty physical testing program between July 1st and September 30th of each year. Successful completion of the examination will result in a \$300 incentive to be credited to an employee's Health Savings Account (HSA) in accordance with federal guidelines governing HSA's or in the employee's deferred compensation account of their choice, subject to the terms and limitations of the deferred compensation plan. The payments will be credited on the second payroll in October of each year.

ARTICLE 21 LABOR/MANAGEMENT MEETINGS

Section 1.

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

Section 2.

The City and the Bargaining Units shall use this forum not as a substitute for collective bargaining or as a mechanism for modifying the Agreement; rather the forum is seen as an adjunct to the collective bargaining process and as an aide in implementing and maintaining the Agreement. This forum will also be useful as a place to discuss issues which arise outside of the context of collective bargaining but which represent impediments to a quality work environment, or which threaten the department's ability to deliver fire services in the most efficient manner possible. No issue that is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the City and the Bargaining Units. It is the expectation of both parties that the free flow of information and the active discussion of common concerns will positively influence both the decisions made by each party and the chances for acceptance of those decisions.

Section 3.

Department management and IAFF representatives shall meet at least ~~three (3)~~ six times per year. The designated representatives from the City and the Bargaining Units will arrange the time, place and agenda. Other meetings between the parties can be held anytime by request of either party. Time and arrangement for such meetings will be set by the designated representatives from the City and the

Bargaining Units. Acknowledgement of meeting request shall be received within three (3) working days of receipt.

Section 4.

The purpose of such meetings shall be to:

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

Section 5.

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

ARTICLE 22 WORK RULES

Section 1.

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

Section 2.

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

Section 3.

Any additions or amendments to the work rules, regulations, policies, procedures and general orders shall be reduced to writing, and disseminated through email or other electronic means posted on the department bulletin boards and copies distributed to members of the Bargaining Unit five (5) working days prior to implementation; however this section does not limit the right of the City, to meet emergency or operational needs, to immediately implement any work rules or regulations, policies, or general procedures with notice provided as soon as practical and/or prior to the conclusion of the five (5) working day notification period. The addition or amendment shall be dated and state its effective date. Each employee shall sign or electronically acknowledge receipt of same.

ARTICLE 23 APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be numbered (or lettered), dated and signed by the responsible parties.

ARTICLE 24 CONCESSION ALLOWANCE

The City will provide funds to each fire station on a quarterly basis. These funds will be used by the fire fighters to purchase staples, condiments and other items used by the members at the station. The monthly allocation will be dispersed by the Finance Department to the Fire Chief by means of petty cash. The Fire Chief will then disperse the funds to the officer in charge of each station quarterly based upon receipt of such funds. The monthly allocation of this allowance will be as follows:

Station #	Amount
1	\$100
2	\$100
3	\$100
4	\$100
5	\$100

ARTICLE 25 SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court or agency action or by reason of any existing or subsequently enacted State or Federal legislation or regulation, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 26 GRIEVANCE PROCEDURE

A grievance is defined as any dispute between the City and the Union and/or an employee concerning the interpretation, application, or compliance with the terms of this Agreement. A working day is defined as any day City Hall is open for business. Time limits set forth herein may be extended by mutual agreement of the parties, which agreement shall be in writing.

The Union must notify the City of the member of the grievance committee and any changes within five (5) working days.

Grievances shall be processed in the following manner:

Union's Grievance Committee shall receive all grievances in writing and shall determine whether or not a grievance exists. All facts must be presented at the time the grievance is filed, no new facts may be presented later in the steps. If new evidence is presented, the grievance goes back to step 1 and starts over.

Grievances shall be processed in the following manner:

Step 1.

Within five (5) working days of the receipt of the grievance and if it is determined that a grievance exists, the Grievance Committee shall present the written grievance to the Fire Chief for adjustment. The grievance must be presented within ten (10) working days after the occurrence of an event or action that causes a non-probationary employee to feel aggrieved. No grievance presented after ten (10) working days will be considered under these procedures. The grievance must state the contract provisions(s) violated, the relief sought, the facts supporting the grievance, and must be signed by the aggrieved employee. The Fire Chief shall within ten (10) working days of receipt of the grievance forward their written response to the Union Grievance Committee.

Step 2.

If the grievance is not resolved in Step 1, the Union Grievance Committee shall within five (5) working days after receiving the written response of the Fire Chief, forward a written appeal to the City Manager. If necessary, the City Manager may meet with the aggrieved employee and Union Representative within 10 working days to discuss the grievance. ~~The City Manager shall within ten (10) working days of the receipt of the appeal hold a meeting with the Union Grievance Committee with the aggrieved employee present when practicable.~~ The City Manager shall forward their written decision on the grievance within ten (10) working days of the meeting to the Union Grievance Committee with a ~~copy to the Union President.~~

Step 3.

Mediation If the grievance is not resolved at Step 2, and the employee and the Union desire to proceed with the grievance then the employee and the Union, within ten (10) working days may request mediation by ~~the Kentucky Department of Labor or any other a~~ mutually agreed upon mediator. The mediator shall have five (5) working days to set a date for the mediation hearing within thirty (30) working days. The mediator shall attempt to mediate the dispute at the hearing. Should the mediator fail to resolve the dispute, then either party may request a written advisory opinion from the mediator. The mediator shall be without power or authority to alter, amend or modify any of the terms of this Agreement the advisory opinion of the mediator shall be submitted in writing within a reasonable time, but not later than thirty (30) working days after the date of the hearing. The parties expressly agree that the City and the Union both have the right to accept or reject the mediator's decision.

Step 4:

If the grievance remains unadjusted, it may then be presented by the Union to the Board of Commissioners in writing within three working days after the response of the mediator is due. The written statement of appeal of the grievance shall set forth all the reasons and grounds for the grievance and the appeal to the Board together with a statement of the relief sought. A copy of all previous written documents involved in the action shall be attached to the grievance and made a part thereof. The grievance will be placed on the Commission agenda within three weeks after it is presented and shall be heard in public session. A vote of three Commissioners will be required to deny the grievance. The decision of the City Commissioners is final and binding upon the parties, unless said decision is found to be arbitrary and capricious by a Court of appropriate jurisdiction.

Expenses for the mediator's services in the proceedings shall be borne equally by the City and the Union provided. However, each party shall be responsible for compensating their own representatives and witnesses. If either party desires a transcript of the proceedings, it may cause such a record to be made,

but shall bear the cost, unless the transcript is taken by mutual agreement. Each party shall be responsible for providing their own copy. In the event the mediator requires a verbatim record of the proceedings, the original transcript shall be borne equally by both parties.

ARTICLE 27 WAGE RATES

Article 26, Wage Rates, is hereby amended to read as follows:

Section 1.

The parties agree that the employees covered herein will be paid, as set out in Section 2 of this Article.

Section 2. Wage rates shall be paid as follows, this includes one-time increases in the base wage effective July 1, 2026, then a 2% increase July 1, 2027, and a 2% increase July 1, 2028 respectively. These increases will be applied to the base wage rates before any cost-of-living adjustments (COLA's) occur for those years. COLA's will be determined according to Section 8. The July 1, 2026, COLA will be 2.7% and is included in the wage table below. Actual increases will take effect on the first day of the pay period coincident with or following the effective date of the increase, and a cost of living adjustment (COLA) over a three year period effective the first bi-weekly payroll of each year:

	Payroll July COLA 2.76%	Payroll July COLA 4%	Payroll July COLA 3%
Captains	20263	2024	2025
< 10 years	24.65 21.96	22.84	23.53
10 years	25.52 22.51	23.41	24.12
15 years	26.28 23.08	24.00	24.72
20 years	27.08 23.66	24.61	25.34
25 years	27.88 24.24	25.21	25.97
Lieutenants			
< 10 years	22.41 19.97	20.77	21.39
10 years	23.20 20.47	21.29	21.93
15 years	23.89 20.98	21.82	22.47
20 years	24.62 21.51	22.37	23.04
25 years	25.36 22.05	22.93	23.62
Firefighter Relief Driver			
2 years	19.75 17.69	18.40	18.95
3 years	20.55 18.13	18.85	19.42
5 years	21.16 18.58	19.33	19.90
10 years	21.80 19.05	19.81	20.40
15 years	22.46 19.53	20.31	20.92

Firefighter			
Appointee	<u>17.03</u> 15.18	15.79	16.26
6 months	<u>18.55</u> 16.37	17.02	17.53
1 year	<u>19.11</u> 16.78	17.45	17.97
3 years	<u>19.68</u> 17.19	17.88	18.42
5 years	<u>20.27</u> 17.63	18.33	18.88
10 years	<u>20.79</u> 18.07	18.80	19.36
15 years	<u>21.30</u> 18.52	19.26	19.84

(a) Captains, Lieutenants, Firefighters-Relief Driver and Firefighters shall be paid the aforesaid hourly rates during each weekly period beginning Thursday and ending Wednesday for the first forty (40) hours of duty, and at one and one-half times said hourly rates for each duty hour in excess of forty (40).

(b) Firefighters appointed to Relief Driver Status will be made by seniority, provided that said firefighters have passed all associated qualifying testing as stated in department policy, with consultation between the Fire Chief and the appropriate Captain(s) and final approval by the City Manager.

Section 3.

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

Section 4.

Beginning July 1, 2017, prospective wage increases will correspond to the platoon members' date of hire anniversary. For conversion to this payment method, step increases will be administered in the intervening period (from date on the floor anniversary until date of hire anniversary) so as not to cause an employee to miss a step. Nothing in this section is intended to affect an employee's probationary period. In the instance where an employee is suspended without pay, their anniversary date will be adjusted to reflect the interruption in service, delaying their step increase by the length of their suspension(s).

Section 5.

If during the term of this agreement the City of Paducah implements a negotiated pay increase:

1. Beginning during the course of this Agreement or
2. Simultaneously with this Agreement

For any bargaining unit, and that percentage pay increase is in excess of the amount granted to the bargaining unit herein, then, in that event, the City of Paducah will simultaneously therein adjust the bargaining unit wage scale. The aforesaid adjustment shall equal, but not exceed, the differential between the percentage amount awarded to the bargaining unit herein and the higher percentage amount granted to any other City bargaining unit.

Section 6.

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

City employees.

Section 7.

Current members of the Paducah Fire Department's specialty teams defined as: Technical Rescue Team, Water Rescue Team, ~~and~~ Hazmat Team, Honor Guard, Peer Support, or other similar skills determined by the Fire Chief shall receive additional compensation of ~~forty~~fifty dollars (~~\$50~~40) per bi-weekly pay period for specialty skills utilized by the City outside of their regular assignment. ~~Honor Guard, Peer Support, or other similar skills determined by the Fire Chief shall receive additional compensation of ten dollars (\$10) per bi-weekly pay period for specialty skills utilized by the City outside of regular assignment.~~

The maximum compensation for specialty skills an employee shall receive is ~~forty~~fifty dollars (~~\$50~~40) per bi-weekly pay period, regardless of how many special skills assignments an employee is performing. The Fire Chief has the authority to manage the specialty teams and assignments as they see best for the Department. The Fire Chief has the authority to add and remove members of the specialty teams and assignments at their discretion.

Section 8.

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

ARTICLE 28 CONTINUANCE OF EXISTING MONETARY RIGHTS

Unless otherwise provided in this contract the City agrees to continue its present policies in regard to all benefits of direct monetary value to the employees.

ARTICLE 29 DURATION

Section 1.

The Agreement, when signed by the duly authorized officers of the City and the Union, shall become effective as of the date of execution, and shall terminate on June 30, 2029~~6~~. If a new agreement is not executed, the parties may agree in writing to extend the current agreement for an additional period of time.

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

Section 2.

Between November 1 and 15, 202~~8~~⁵, either party may request in writing that negotiations be opened to modify or renew this Agreement. Within 10 days of receipt of the request to open negotiations the parties will meet and schedule up to 5 negotiating meetings to be held between January 2 and March 1, 202~~9~~⁶. Failure to reach tentative agreement in this timeframe will result in a forty-five (45) day suspension of negotiations. On or about April 16 negotiations will resume and if the parties come to an impasse, either party may request mediation services through the Kentucky Labor Cabinet and the current Bargaining Agreement will be extended for sixty (60) days

THE REMAINDER OF THIS PAGE IS BLANK

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand this ___th day of _____, 202~~6~~³.
This agreement, if approved by Final Ordinance, shall become effective upon signing.

FOR THE CITY OF PADUCAH,
KENTUCKY:

FOR THE PROFESSIONAL FIRE
FIGHTERS OF PADUCAH, LOCAL
168, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS:

George P. Bray, Mayor

~~Matthew Meiser~~^{Nathan Torian}, President

Agenda Action Form

Paducah City Commission

Meeting Date: July 14, 2026

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

Category: Ordinance

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

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

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

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

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

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

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve.

Attachments:

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

ORDINANCE 2026-____ - _____

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

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

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

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

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

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

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

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

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

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

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

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\Telecommunications Franchise Windstream Uniti 2026

Exhibit A

FRANCHISE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on following page]

City of Paducah

BY: _____
MAYOR

ATTEST:

CITY CLERK

Windstream KDL, LLC

BY: _____

TITLE: _____

STATE OF _____)
COUNTY OF _____)

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

My commission expires: _____

NOTARY PUBLIC

FRANCHISE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on following page]

City of Paducah

BY: _____
MAYOR

ATTEST:

CITY CLERK

Windstream KDL, LLC

BY: _____

TITLE: _____

STATE OF _____)

COUNTY OF _____)

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

My commission expires: _____

NOTARY PUBLIC

Exhibit A
Bid Application and any Addendum