



**CITY COMMISSION MEETING
AGENDA FOR MARCH 22, 2022
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

NEW EMPLOYEE INTRODUCTIONS 911 Telecommunicators Mackenzie Dennis & Coby Fauver

PROCLAMATION Mary Yeiser Month – 65th Anniversary of Yeiser Art Center - Lexie Millikan, YAC Executive Director

MAYOR'S REMARKS

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

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for March 8, 2022
	B.	Receive & File Documents
	C.	Reappointment of Mark Knecht and Mark Kettler to the Paducah Golf Commission.
	D.	Reappointment of Steven Page and Cindy Ragland to the Creative and Cultural Council
	E.	Personnel Actions
	F.	Firehouse Subs Public Safety Foundation Grant Application and Acceptance in the amount of \$25,000 - G CHERRY
	G.	AARP Community Challenge Grant Application and Acceptance for Parks and Recreation Department in the amount of \$50,000 - A CLARK

		H.	Kentucky Department of Environmental Protection Crumb Rubber Grant Application for the Parks and Recreation Department in the amount of \$29,000- A CLARK
		I.	T Mobile Hometown Grant Program Application and Acceptance for the Parks and Recreation Department in an amount of \$50,000 - A CLARK
		J.	Authorize the Standard Allowance for the Local Fiscal Recovery Fund as authorized by the American Rescue Plan Act (ARPA) - D JORDAN
	II.	<u>RESOLUTION(S)</u>	
		A.	Approve Resolution Pledging Support for the RAISE grant application for Friendship Road/ KY 1286 - Kyle Poat, KYTC - Office of Highway District One
	III.	<u>MUNICIPAL ORDER(S)</u>	
		A.	2022 City Commission Priorities Adoption - M SMOLEN
		B.	Acquisition of Permanent Right of Way and Permanent Public Utility and Drainage Easement for property located at 5420 Buckner Lane for the Buckner Lane Bridge Replacement Project - R MURPHY
	IV.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	BUILD Grant Contract for Professional Services with HDR, Inc. for \$2,039,500 - R MURPHY
		B.	Consensual annexation of 185 Lion's Den Lane - J SOMMER
	V.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Zoning Text Amendments - J SOMMER
		B.	Zoning Text Amendment for Signage - J SOMMER
	VI.	<u>DISCUSSION</u>	
		A.	Robert Cherry Civic Center Discussion
		B.	ARPA Funding Discussion

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

March 8, 2022

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, March 8, 2022, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Pro Tem Sandra Wilson presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Mayor Pro Tem Wilson (4). Mayor Bray was unable to attend.

INVOCATION

Commissioner Gault led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Wilson led the pledge.

CONSENT AGENDA

Mayor Pro-Tem Wilson asked if the Board wanted any items on the Consent Agenda removed for separate consideration. Mayor Pro-Tem Wilson asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for the February 4 th , 5 th , and 22 nd , 2022, Paducah Board of Commissioners Meeting
I(B)	Receive and File Documents: <u>Minute File:</u> 1. 02-22-2022 – Letter from Nicholas Hutchison, Director of Planning, to Barry Alberts (Weyland Ventures) Re: City Block Commitments Completion Letter <u>Deed File:</u> 1. Deed of Conveyance – City of Paducah to Tryton Properties, LLC 1011 Broadway, MO #2506 <u>Contract File:</u> 1. Lease Extension Agreement – with W. C. Young Community Center MO #2544 <u>Financials File:</u> 1. Financial Highlights – Paducah Water Works – Month ended January 31, 2022
I(C)	Appointment of Kerry Fulcher to the Building, Electrical, Fire Codes Appeals Board, to replace David Ury, whose term has expired. Said term shall expire January 22, 2025.
I(D)	Personnel Actions
I(E)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A FIFTH AMENDMENT TO TOWER OPTION AND LEASE AGREEMENT BETWEEN THE CITY OF PADUCAH AND AT&T TO PLACE CELLULAR EQUIPMENT ON THE CITY-OWNED TOWER AT 510 CLARK STREET (MO #2546; BK 12)
I(F)	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A KENTUCKY DEPARTMENT FOR LIBRARIES AND ARCHIVES GRANT THROUGH THE KENTUCKY LOCAL RECORDS BRANCH FOR THE PADUCAH FIRE DEPARTMENT – PREVENTION DIVISION TO CREATE A COMPREHENSIVE RECORDS MANAGEMENT SYSTEM, IN THE AMOUNT OF \$46,000, WITH NO MATCHING REQUIREMENTS (MO #2547; BK 12)
I(G)	A MUNICIPAL ORDER ACCEPTING A 2021 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$200,000 THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS BEHAVIORAL HEALTH’S CENTERPOINT RECOVERY CENTER AND AUTHORIZING THE MAYOR TO EXECUTE ALL REQUIRED GRANT AWARD DOCUMENTS (MO #2548; BK 12)
I(H)	A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR AND ACCEPTANCE OF A 2022-2023 KENTUCKY HOUSEHOLD HAZARDOUS WASTE GRANT THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT IN AN AMOUNT OF \$37,120, TO ASSIST IN FUNDING THE CITY/COUNTY ANNUAL SPRING CLEAN-UP DAY, AND AUTHORIZING THE MAYOR TO EXECUTE ALL GRANT DOCUMENTS AND AN INTERLOCAL AGREEMENT WITH McCRACKEN COUNTY FOR SAID GRANT (MO #2549; BK 12)

I(I)	A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH THE CITY OF MAYFIELD, KENTUCKY, TO PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME (MO #2550; BK 12)
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Commissioner Gault offered Motion, seconded by Commissioner Guess that the items on the consent agenda be adopted as presented.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, and Mayor Pro-Tem Wilson (4).

MUNICIPAL ORDERS

RIGHT OF WAY ACQUISITION 5403 BUCKNER LANE

Commissioner Guess offered Motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE AND ALL DOCUMENTS NECESSARY TO ACQUIRE A PORTION OF REAL PROPERTY LOCATED AT 5403 BUCKNER LANE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS AS REQUIRED FOR THE BUCKNER LANE BRIDGE REPLACEMENT PROJECT.”

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, and Mayor Pro-Tem Wilson (4). (**MO #2551; BK 12**)

RIGHT OF WAY ACQUISITION 5256 BUCKNER LANE

Commissioner Henderson offered Motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE AND ALL DOCUMENTS NECESSARY TO ACQUIRE A PORTION OF REAL PROPERTY LOCATED AT 5256 BUCKNER LAKE CIRCLE AS RIGHT-OF-WAY AS REQUIRED FOR THE BUCKNER LANE BRIDGE REPLACEMENT PROJECT.”

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, and Mayor Pro-Tem Wilson (4). (**MO #2552; BK 12**)

ORDINANCE INTRODUCTIONS

BUILD GRANT CONTRACT FOR PROFESSIONAL SERVICES WITH HDR, INC., FOR \$2,039,500

Commissioner Gault offered Motion, seconded by Commissioner Guess, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SHORT FORM AGREEMENT WITH HDR, INC., IN THE AMOUNT OF \$2,039,500 FOR THE ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE FY19 BUILD GRANT.” This Ordinance is summarized as follows: That the City of Paducah authorizes the Mayor to execute Short Form Agreement with HDR, Inc., in the amount of \$2,039,500, for the engineering design and construction administration services for the BUILD FY2019 Grant.

CONSENSUAL ANNEXATION OF 185 LION’S DEN LANE

Commissioner Gault offered Motion, seconded by Commissioner Guess, 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 DEFINING ACCURATELY 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 185 Lion’s Den Lane, containing approximately 4.639 acres.

March 8, 2022

COMMENTS

City Manager

- Staff is in the process of preparing budget. He anticipates the first reading on May 24, 2022, and adoption on June 14, 2022.
- Follow up on last meeting’s comments on service dogs. Nic Hutchison in Planning reached out to the Health Department.

Commissioner Gault

- Thanked Stefanie Suazo for arranging the Diversity Training for all City Employees and elected officials.

ADJOURN

Commissioner Henderson offered motion, seconded by Commissioner Guess, to adjourn the meeting of the Paducah Board of Commissioners.

TIME ADJOURNED: Approximately 5:26 p.m.

ADOPTED: March 22, 2022

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

March 22, 2022

RECEIVE AND FILE DOCUMENTS:

Deed File:

1. Deed of Conveyance – City of Paducah to Rahim Shabbazz – 1142 North 14th Street (MO #2528)
2. Deed of Conveyance – Jack Brewer to City of Paducah – 1938 Center Street (MO #2543)
3. Deed of Conveyance – Tent City Missions, et al to City of Paducah – 1219- 1223-1225-1227 Tennessee Street and 726 South 13th Street – (MO #2537)

Contract File:

1. Contract For Services – Wall to Wall Mural Board – \$18,700 - Contract through June 30, 2022 (Signed by City Manager Arndt)
2. Contract For Services between City of Paducah and City of Mayfield – Fleet Maintenance – MO #2550

CITY OF PADUCAH
March 22, 2022

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.

Michelle Smolen

City Manager's Office Signature

3/18/2022

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
March 22, 2022**

<u>NEW HIRES - PART-TIME (P/T)</u>						
<u>ENGINEERING</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>	
Baker, Christopher R.	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	February 23, 2022	
Deluca, James J.	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	February 23, 2022	
Finley, David R.	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	February 23, 2022	
Tomczak, Brian A.	Temp Pump Operator	\$10.00/hr	NCS	Non-Ex	February 23, 2022	

PARKS & RECREATION

Baskin, Arthur L.	Park Ranger	\$11.00/hr	NCS	Non-Ex	March 24, 2022	
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PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

<u>FIRE - SUPPRESSION</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>	
Gagnon, Grant D.	Relief Driver / EMT \$17.02/hr	Lieutenant / EMT \$18.29/hr	NCS	Non-Ex	March 24, 2022	
Hall, Rodney D.	Relief Driver / EMT \$17.02/hr	Lieutenant / EMT \$18.29/hr	NCS	Non-Ex	March 24, 2022	
Matheny, Jeremy S.	Relief Driver / EMT \$17.02/hr	Lieutenant / EMT \$18.29/hr	NCS	Non-Ex	March 24, 2022	
McManus, Adam M.	Relief Driver / EMT \$17.02/hr	Lieutenant / EMT \$18.29/hr	NCS	Non-Ex	March 24, 2022	
Smith, Joseph E.	Relief Driver / EMT \$17.02/hr	Lieutenant / EMT \$18.29/hr	NCS	Non-Ex	March 24, 2022	

PARKS & RECREATION

Morsching, Taylor A.	Recreation Superintendent \$30.75/hr	Recreation Superintendent \$31.29/hr	NCS	Ex	March 10, 2022	
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TERMINATIONS - PART-TIME (P/T)

<u>ENGINEERING</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Bradley, Billy P.	Temp Pump Operator	Seasonal Termination	February 23, 2022
Collins, David L.	Temp Pump Operator	Seasonal Termination	February 23, 2022
Cope, Mark K.	Temp Pump Operator	Seasonal Termination	February 23, 2022
Green, Randall K.	Temp Pump Operator	Seasonal Termination	February 23, 2022
Hagan, William	Temp Pump Operator	Seasonal Termination	February 23, 2022
Harris, James T.	Temp Pump Operator	Seasonal Termination	February 23, 2022
Kelley, Robert E.	Temp Pump Operator	Seasonal Termination	February 23, 2022
Leonard, Kenneth D.	Temp Pump Operator	Seasonal Termination	February 23, 2022
Peyton, Steven D.	Temp Pump Operator	Seasonal Termination	February 23, 2022
Shumaker, Ronnie N.	Temp Pump Operator	Seasonal Termination	February 23, 2022
Sutor, Robert W.	Temp Pump Operator	Seasonal Termination	February 23, 2022
Timmons, Robert D.	Temp Pump Operator	Seasonal Termination	February 23, 2022
Walker, Chaney M.	Temp Pump Operator	Seasonal Termination	February 23, 2022

PARKS & RECREATION

Childers, John L.	Park Ranger	Resignation	April 6, 2022
Glisson, Mari	Recreation Leader - Class Instructor	Seasonal Termination	March 10, 2022
Ham, Daniel H.	Park Ranger	Resignation	March 12, 2022
Searcy, Jennine H.	Park Ranger	Resignation	March 14, 2022
Turnbow, Mikey J.	Park Ranger	Resignation	February 26, 2022

TERMINATIONS - FULL-TIME (F/T)

<u>FIRE - SUPPRESSION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Jenkins, Michael S.	Firefighter	Resignation	March 27, 2022
<u>PLANNING</u>			
Axt, Katherine S.	Principal Planner	Resignation	March 31, 2022

Agenda Action Form

Paducah City Commission

Meeting Date: March 22, 2022

Short Title: Firehouse Subs Public Safety Foundation Grant Application and Acceptance in the amount of \$25,000 - **G CHERRY**

Category: Municipal Order

Staff Work By: Hope Reasons

Presentation By: Greg Cherry

Background Information: Firehouse Subs Public Safety Foundation is dedicated to improving the lifesaving capabilities and the lives of local heroes and their community by funding: life saving equipment, prevention education, scholarships and continued education, support for members of the military, and disaster preparedness and disaster relief.

The Paducah Fire Department is requesting to submit a grant application for \$25,000 to the foundation for the purpose of purchasing a 2022 Polaris All Terrain Vehicle. The ATV will be used in emergency situations where regular vehicles have limited to no access - festivals, trails, etc. There is no match requirement for this grant. The Fire Department is also requesting that this grant be accepted if awarded.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the Mayor to sign all documentation related to the application and acceptance of this grant.

Attachments:

1. MO - app and accept -2022 Firehouse Subs Grant ATV

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A 2022 FIREHOUSE PUBLIC SAFETY FOUNDATION GRANT FOR THE PURCHASE OF AN ATV VEHICLE FOR THE PADUCAH FIRE DEPARTMENT THE AMOUNT OF \$25,000 AND ACCEPTING ANY GRANT FUNDS AWARDED BY FIREHOUSE PUBLIC SAFETY FOUNDATION, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners hereby authorizes the execution and submission of an application and all documents relating to same, requesting a 2022 Firehouse Public Safety Foundation Grant in the amount of \$25,000 for the purchase of a 2022 Polaris All Terrain Vehicle. The ATV will be used in emergency situations where regular vehicles have limited access, such as festivals and trails. No local or in-kind match is required.

SECTION 2. That the City of Paducah hereby accepts any funds awarded through the 2022 Firehouse Subs Public Safety Foundation Grant to purchase an All-Terrain Vehicle to use in emergency situations where regular vehicles have limited access. Further, the Mayor is hereby authorized to execute all award documents related to same.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 22, 2022
Recorded by Lindsay Parish, City Clerk, March 22, 2022
\\mo\grants\app and accept 2022 Firehouse Subs Grant ATV

Agenda Action Form

Paducah City Commission

Meeting Date: March 22, 2022

Short Title: AARP Community Challenge Grant Application and Acceptance for Parks and Recreation Department in the amount of \$50,000 - **A CLARK**

Category: Municipal Order

Staff Work By: Hope Reasons

Presentation By: Amie Clark

Background Information: The AARP Community Challenge provides small grants to fund quick-action projects that can help communities become more livable for people of all ages. This year, applications will be accepted for projects to improve public spaces, housing, transportation and civic engagement; support diversity, equity and inclusion; build engagement for programs under new federal laws; and pursue innovative ideas that support people age 50 or older.

The Parks and Recreation Department is requesting to submit a grant application in the amount of \$50,000 to construct pickleball courts at Noble Park. This is in response to multiple requests from the community for the addition of public pickleball courts. There is no match required for this grant. The Department is also requesting acceptance of the grant if awarded.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the Mayor to sign all documentation related to the application and acceptance of this grant.

Attachments:

1. AARP Community Challenge 2022 - pickleball

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR AN AMERICAN ASSOCIATION OF RETIRED PERSONS (AARP) COMMUNITY CHALLENGE GRANT IN THE AMOUNT OF \$50,000 TO ASSIST IN BUILDING A PICKLEBALL COURT AT NOBLE PARK, IN RESPONSE TO COMMUNITY REQUEST, ACCEPTING ANY GRANT FUNDS AWARDED BY AARP, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application requesting a “quick action” projects grant from the American Association of Retired Persons (AARP) in the amount of \$50,000 to assist in building a pickleball court at Noble Park. No local cash matching funds are required.

SECTION 2. That the City of Paducah hereby accepts any funds awarded through the AARP Community Challenge. Further, the Mayor is hereby authorized to execute all award documents related to same.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 22, 2022
Recorded by Lindsay Parish, City Clerk, March 22, 2022
\\mo\grants\AARP Community Challenge 2022 - pickleball

Agenda Action Form

Paducah City Commission

Meeting Date: March 22, 2022

Short Title: Kentucky Department of Environmental Protection Crumb Rubber Grant Application for the Parks and Recreation Department in the amount of \$29,000- **A CLARK**

Category: Municipal Order

Staff Work By: Hope Reasons

Presentation By: Amie Clark

Background Information: The Kentucky Energy and Environment Cabinet is accepting grant proposals for projects that promote the use of recycled Kentucky waste tires. In the 2011 regular session, the legislature passed House Bill 433, which established the Waste Tire Working Group (WTWG) in KRS 224.50-855, consisting of the director of the Division of Waste Management, the manager of the Recycling and Local Assistance Branch, one representative of the Kentucky Department of Agriculture, and two representatives of the Solid Waste Coordinators of Kentucky. The group provides advice and input to the cabinet regarding waste tire issues. Grant funding comes from the Waste Tire Trust Fund, established in 1998 by the Kentucky General Assembly to receive fees collected from new tire sales.

The Parks and Recreation Department is requesting to submit a grant application in the amount of \$29,000 for a poured-in-place playground surfacing. The total project cost is \$36,250. There is a 25% match requirement of \$7,250 for this grant. The Parks and Recreation Department will be working with contractors to do site work and pour concrete in preparation for the surfacing which will satisfy the grant match requirement.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the Mayor to sign all documentation related to the application of this grant.

Attachments:

1. MO app - parks-Kentucky Environmental Projection – Crumb Rubber Grant 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO OBTAIN A CRUMB RUBBER GRANT IN THE AMOUNT OF \$29,000 FROM THE KENTUCKY DEPARTMENT OF ENVIRONMENTAL PROTECTION, FOR A POURED-IN-PLACE PLAYGROUND AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to apply for a Crumb Rubber Grant in the amount of \$29,000 from the Kentucky Department of Environmental Protection. This grant will be used to provide a poured-in-place playground. There is a 25% match requirement for this grant in the amount of \$7,250 for a total project cost of \$36,250.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 22, 2022
Recorded by Lindsay Parish, City Clerk, March 22, 2022
\\mo\grants\app - parks-Kentucky Environmental Projection – Crumb Rubber Grant 2022

Agenda Action Form

Paducah City Commission

Meeting Date: March 22, 2022

Short Title: T Mobile Hometown Grant Program Application and Acceptance for the Parks and Recreation Department in an amount of \$50,000 - **A CLARK**

Category: Municipal Order

Staff Work By: Hope Reasons

Presentation By: Amie Clark

Background Information: The T Mobile Hometown Grant Program is focused on revitalizing community spaces in towns with 50,000 people or less. T Mobile is investing in small towns by awarding up to 100 towns a year with project funding of up to \$50,000 for each award.

The Parks and Recreation Department is requesting to submit a grant application for \$50,000 to revitalize Langstaff Park. The Parks and Recreation Dept will be adding accessible swings, inclusive play, in addition to improving accessible walkways. There is no match required for this grant. The Department is also requesting the acceptance of this grant if the project is selected for an award.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: .Authorize and direct the Mayor to sign all documentation related to the application and acceptance of this grant.

Attachments:

1. app & accept - T-Mobile Hometown Grant - langstaff park revitalization

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A T-MOBILE HOMETOWN GRANT IN THE AMOUNT OF \$50,000 FOR the LANGSTAFF PARK REVITALIZATION, ACCEPTING ANY GRANT FUNDS AWARDED BY T-MOBILE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application for a T-Mobile Hometown Grant, in the amount of \$50,000, for the Langstaff Park revitalization. No local cash matching funds are required.

SECTION 2. That the City of Paducah hereby accepts any funds awarded through the T-Mobile Hometown Grant. Further, the Mayor is hereby authorized to execute all award documents related to same.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 22, 2022

Recorded by Lindsay Parish, City Clerk, March 22, 2022

\\mo\grants\app and accept - T-Mobile Hometown Grant – Langstaff park revitalization

Agenda Action Form

Paducah City Commission

Meeting Date: March 22, 2022

Short Title: Authorize the Standard Allowance for the Local Fiscal Recovery Fund as authorized by the American Rescue Plan Act (ARPA) - **D JORDAN**

Category: Municipal Order

Staff Work By: Daron Jordan, Jonathan Perkins, Lindsay Parish

Presentation By: Daron Jordan

Background Information: The United States Congress passed the American Rescue Plan Act (ARPA) on March 10, 2021, and President Joe Biden signed into law on March 11, 2021. The American Rescue Plan Act created the Local Fiscal Recovery Fund to provide funding to all cities and counties throughout the nation. The City of Paducah received a total allocation of \$6.4 million through the Local Fiscal Recovery Fund, with the first half coming in 2021 and the second half coming in 2022.

The United States Department of the Treasury published in the Federal Register the Final Rule governing the Coronavirus State and Local Fiscal Recovery Funds on January 27, 2022. The Final Rule allows local governments to elect a standard allowance of up to \$10 million, not to exceed the total award allocation, in lieu of calculating revenue loss as prescribed by Treasury. The Final Rule allows local governments to use their portion identified as revenue loss to provide any government services.

The City Commission must pass a Municipal Order to elect the standard allowance in lieu of calculating revenue loss.

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

If yes, please list the Commission Priority:

Communications Plan: N/A

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve a Municipal Order to elect the standard allowance in lieu of calculating revenue loss and authorize the Mayor to execute all documents related to same.

Attachments:

1. ARPA Standard Allowance Revenue Loss 1

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE CITY OF PADUCAH TO USE THE STANDARD ALLOWANCE FOR THE LOCAL FISCAL RECOVERY FUND AS AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT.

WHEREAS, the United States Congress passed the American Rescue Plan Act (ARPA) on March 10, 2021, and President Joe Biden signed into law on March 11, 2021; and

WHEREAS, the American Rescue Plan Act created the Local Fiscal Recovery Fund to provide funding to all cities and counties throughout the nation; and

WHEREAS, the City of Paducah received a total allocation of \$6,439,015.64 through the Local Fiscal Recovery Fund, with the first half coming in 2021 and the second half coming in 2022; and

WHEREAS, the United States Department of the Treasury published in the *Federal Register* the Final Rule governing the Coronavirus State and Local Fiscal Recovery Funds on January 27, 2022;

WHEREAS, the Final Rule allows local governments to elect a standard allowance of up to \$10 million, not to exceed the total award allocation, in lieu of calculating revenue loss as prescribed by Treasury; and

WHEREAS, the Final Rule allows local governments to use their portion identified as revenue loss to provide any government services;

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

SECTION 1. That the Paducah Board of Commissioners elects to use the standard allowance for identifying revenue loss within the Local Fiscal Recovery Fund as authorized by the American Rescue Plan Act.

SECTION 2. That the Paducah Board of Commissioners authorizes the Mayor to sign all paperwork associated with the City of Paducah regarding the standard allowance for identifying revenue loss within the Local Fiscal Recovery Fund as authorized by the American Rescue Plan Act.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 22, 2022
Recorded by Lindsay Parish, City Clerk, March 22, 2022
\\mo\ARPA Standard Allowance Revenue Loss

Agenda Action Form

Paducah City Commission

Meeting Date: March 22, 2022

Short Title: Approve Resolution Pledging Support for the RAISE grant application for Friendship Road/ KY 1286 - **Kyle Poat, KYTC - Office of Highway District One**

Category: Resolution

Staff Work By: Daron Jordan

Presentation By: Daron Jordan

Background Information: The Kentucky Transportation Cabinet intends to apply for a US Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant to be used for the widening, lengthening and realignment of Friendship Road/KY1286. Friendship Road is a critical corridor and connects the residents of Paducah, Lone Oak and Hendron with regional trade center between US 45 and KY 998. A lengthened, widened, and realigned Friendship Road promotes safety for the traveling public by reducing congestion along US 45, US 60, and I-24.

The Kentucky Transportation Cabinet has requested Paducah support in the amount of \$50,000 which will be a portion of the local match for the grant. This Resolution commits the City to work with the Kentucky Transportation Cabinet and the McCracken County Fiscal Court to apply to the US Department of Transportation for funding under the RAISE discretionary grant program and commits to City of Paducah support in the amount of \$50,000 if the RAISE grant is awarded for the project as submitted.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. RAISE Grant Support – Friendship Road KY 1286

RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY, RELATED TO THE US DEPARTMENT OF TRANSPORTATION REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) DISCRETIONARY GRANT PROGRAM AND FRIENDSHIP ROAD/KY 1286 PROJECT

WHEREAS, the City of Paducah City Commission recognizes the need for the widening, lengthening and realignment of Friendship Road/KY 1286 in McCracken County; and

WHEREAS, Friendship Road is a critical corridor and connects the residents of Paducah, Lone Oak and Hendron areas with the regional trade center (mall area) between US 45 and KY 998; and

WHEREAS, a lengthened, widened, and realigned Friendship Road promotes safety for the traveling public by reducing congestion along US 45, US 60, and I-24; and

WHEREAS, the Kentucky Transportation Cabinet has expressed a willingness to utilize federal, state and local resources and to partner with the City of Paducah City Commission and the McCracken County Fiscal Court to apply for a US Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program.

NOW, THEREFORE, be it resolved by the City of Paducah City Commission:

Section 1. Support of Project. The Paducah City Commission supports the approximately \$35 million plan of the Commonwealth of Kentucky Transportation Cabinet for the improvements to Friendship Road/KY 1286.

Section 2. Pledge of Support. The Paducah City Commission will support the proposed project in the amount of \$50,000 if the RAISE grant is awarded for the project as submitted.

Section 3. Application. It is hereby authorized by the Paducah City Commission that the Mayor, or his designee, will work with the Kentucky Transportation Cabinet and the McCracken County Fiscal Court to apply to the US Department of Transportation for funding under the RAISE discretionary grant program.

Section 4. Severability. If any section, subsection, or clause of this Resolution shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

George P. Bray, Mayor

Attest:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, _____
Recorded by Lindsay Parish, City Clerk, _____
\\resoln\RAISE Grant Support – Friendship Road KY 1286

Agenda Action Form Paducah City Commission

Meeting Date: March 22, 2022

Short Title: 2022 City Commission Priorities Adoption - **M SMOLEN**

Category: Municipal Order

Staff Work By: Michelle Smolen, Daron Jordan

Presentation By: Michelle Smolen

Background Information: City Commission Priorities

The City Commission Priorities reflects the 10 highest priorities of the Board of Commissioners for calendar year 2022. The 10 priority items are listed below in no particular order:

1. 911 Radio/Tower Upgrades and Operational Funding
2. Minority Inclusion
3. Downtown
4. Southside Enhancements
5. Housing
6. Beautification
7. Community Growth
8. Trails and Biek Paths Enhancements
9. Continue Efforts to Improve Operational Efficiencies
10. Protecting Key Historical and Cultural Resources

The City Commission Priorities being considered for adoption also includes two continuous improvements action items:

- Stormwater
- City Facilities
- Joint City/County Sports Complex

Background

The Board developed the City Commission Priorities during their annual retreat on February 4th and 5th.

Reporting & Communications

A quarterly update on the 10 priority action items will be provided to the Board of Commissioners on April 15, July 15, October 15. An annual report for the 10 priority action items will be provided to the Board by January 15, 2023. A communications plan will be implemented for each priority action item. Staff will work with the City Manager's Office on the Continuous Improvement goals but will not provide a report on each goal.

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

If yes, please list the Commission Priority: Commission Priorities

Communications Plan: A communications plan will be implemented for each priority action item.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Adopt the 2022 Commission Priorities

Attachments:

1. MO - Commission Priorities 2022
2. 2022 Commission Priorities Final Attachment

MUNICIPAL ORDER NO. _____

**A MUNICIPAL ORDER OF THE CITY OF PADUCAH,
KENTUCKY, ADOPTING THE CITY COMMISSION
PRIORITIES FOR CALENDAR YEAR 2022 AND
REPEALING MUNICIPAL ORDER 2438**

WHEREAS, the Board of Commissioners of the City of Paducah believe that it is best interest of the citizens of Paducah for the City to formulate Commission Priorities for the future success of the community; and

WHEREAS, the Board of Commissioners participated in two planning sessions to discuss their priorities for calendar year 2022; and

WHEREAS, the Board of Commissioners now desires to adopt the Commission Priorities and Continuous Improvement items for calendar year 2022.

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

SECTION 1. That the City of Paducah hereby repeals Municipal Order No. 2438 entitled, “A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, ADOPTING THE CITY COMMISSION PRIORITIES, THE CONTINUOUS IMPROVEMENT GOALS AND WIL ACTION ITEMS FOR CALENDAR YEAR 2021 AND REPEALING MUNICIPAL ORDERS 2098, 2207 AND 2368,” in its entirety.

SECTION 2. That the Board of Commissioners hereby adopts the City Commission Priorities and Continuous Improvement Items as attached hereto and made part hereof (Exhibit A) for calendar year 2022.

SECTION 3. This Municipal Order shall become effective on the date of its adoption and shall remain in effect until amended or repealed by action of the Board of Commissioners of the City of Paducah, Kentucky.

George Bray, Mayor

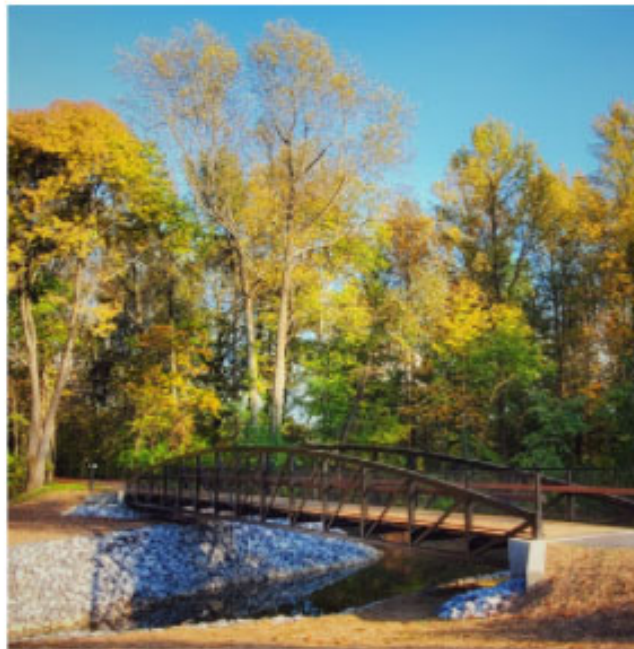
ATTEST:

Lindsay Parish, City Clerk

EXHIBIT A

2022

PADUCAH CITY COMMISSION PRIORITIES



2022 City Commission Priorities

The City Commission Priorities reflects the 10 highest priorities of the Board of Commissioners for calendar year 2022. A quarterly update on the 10 priority action items will be provided to the Board of Commissioners in mid-April, July and October. An annual report for the 10 priority action items will be provided to the Board in mid-January, 2023. A communications plan will be implemented for each priority action item. Finally, the Board of Commissioners and City Manager's Office will be involved in each priority item.

Priority	Objective	Actions	Key Team Members
911 Radio/Tower Upgrades and Operational Funding	Establish an agreement with the County to create a sustainable revenue source, establish governance and make necessary capital improvements	- Support the Joint 911 Committee in their efforts to recommend governance structure, capital improvements and a sustainable revenue source for both capital and operations	Chief Laird, Jon Perkins, Chief Kyle & Lindsay Parish
Beautification	Focused effort on City services and projects that visually improve the community	- Engage Civic Beautification Board for gateway signage and other improvements - Engage the Creative and Cultural Council for public art enhancements - Utilize community feedback to further define the beautification goals - Focus on City services that result in the beautification of the community	Chris Yarber, Lindsay Parish, Nic Hutchison & Amie Clark
Community Growth	Invest time and resources that provide a platform for community enhancement and development	- In concert with the Fiscal Court, jointly update the Comprehensive Plan and evaluate potential annexations - Promotion of community assets - New business recruitment - City / County collaborations - Continue the Remote Workers Incentive program	Nic Hutchison, Melanie Reason & Pam Spencer
Continue Efforts to Improve Operational Efficiencies	Utilize existing and new data to achieve process improvements	- Educate on existing processes - Evaluate opportunities to staff and/or outsource services to achieve operational efficiencies - Review of construction development process	Chief Kyle, Rick Murphy, Nic Hutchison & Lindsay Parish

Priority	Objective	Actions	Key Team Members
Downtown	Concentrated effort to support, enhance, celebrate and improve our thriving downtown community	- Continue to support the downtown merchants - Develop and implement specific tactics to assist with the downtown merchants with the City Block development - Increase engagement with downtown merchants and unlocking their talents to support downtown - Expand the recruitment of businesses to the central business district through incentives - Continue to focus on national and state Mainstreet Accreditation	Nic Hutchison, Pam Spencer & Downtown Development Specialist
Housing	Continued investment in the improvement of our housing stock to help grow our community	- Develop a map highlighting the City's surplus properties - Define housing needs at all levels of pricing - Build partnerships with potential housing developers - Evaluate current infill incentives and make recommendations to better meet the City's goals	Nic Hutchison & Planner
Minority Inclusion	Lead by example through the adoption of city-wide and departmental inclusion strategies focusing on a diverse pool of applicants for employment, committees and boards	- Team Paducah (departments, Leadership Team, Boards and Commissions) are representative of the community's demographics through attrition and inclusion-based hiring tactics - Increase awareness of City career opportunities through the presence in schools and community events - Continue to support the Paducah Diversity Advisory Board	Stefanie Suazo
Protecting Key Historical and Cultural Resources	Collaborate with community partners to support and invest in the historical and cultural resources unique to Paducah	- Finish the design and begin the Civic Center renovation - Work with the Sports Commission to honor the legacy of Dr. William Stuart Nelson - Determine the City's role in the support and collaboration of community partners (i.e. Hotel Metropolitan, Columbia Theater, etc.)	Amie Clark & Nic Hutchison
Southside Enhancements	Targeted empowerment, engagement and beautification of Southside neighborhoods and the business community	- Focus on residential and commercial development in the Walter Jetton area - Support and enhance the Southside Steering Committee in their efforts to guide policy and incentives decisions - Expand the recruitment of businesses to the southside residential and business district through incentives	Nic Hutchison & Planner

Priority	Objective	Actions	Key Team Members
Trails & Bike Paths Enhancements	Increasing recreational and multi-modal transportation opportunities through the expansion of trails and bike lanes	- Utilize community feedback to identify opportunities for the expansion of the greenway trail and bike lanes - Determine the next phase of the Greenway Trail and begin the planning process - Explore or successfully obtain grants for the expansion of the Greenway Trail - Revisit the bike plan for implementation opportunities	Hope Reasons, Amie Clark, Rick Murphy & Nic Hutchison

2022 City Commission Continuous Improvements

The Board of Commissioners recognizes there are 2021 priorities needing continued focus. The three areas are Stormwater, City Facilities and the Joint City/County Sportsplex.

Agenda Action Form

Paducah City Commission

Meeting Date: March 22, 2022

Short Title: Acquisition of Permanent Right of Way and Permanent Public Utility and Drainage Easement for property located at 5420 Buckner Lane for the Buckner Lane Bridge Replacement Project - **R MURPHY**

Category: Municipal Order

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: During the past several months, negotiations have been conducted in good faith with the property owner located at 5420 Buckner Lane regarding the acquisition of a portion of right-of-way and public utility and drainage easement (Parcel #4) as required for the Buckner Lane Bridge Replacement Project. Subsequently, Ms. Hettler has agreed to convey a portion of her property for right of way consisting of 0.252 acres (10,958.072 sq. ft.) and also to grant permanent public utility and drainage easement totaling 0.022 acres (951.317 sq. ft.) to the City of Paducah for the purchase price of \$6000.00.

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

If yes, please list the Commission Priority: Stormwater mitigation

Communications Plan: Direct contact with Property Owners

Working with Communications Manager on Public Announcements before and during construction

Funds Available: Account Name: Buckner Lane Bridge Project

Account Number: PF0078

Staff Recommendation: To adopt a Municipal Order authorizing the Mayor to execute a Deed of Conveyance and all related documents on behalf of the City of Paducah with Thelma Hettler to acquire a portion of real property located at 5420 Buckner Lane as right of way and a permanent public utility and drainage easement in consideration of \$6,000.00 for the Buckner Lane Bridge Replacement Project.

Attachments:

1. MO - prop pur –5420 Buckner Lane (Buckner Lane Bridge Project)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE AND ALL DOCUMENTS NECESSARY TO ACQUIRE A PORTION OF REAL PROPERTY LOCATED AT 5420 BUCKNER LANE FOR PERMANENT RIGHT-OF-WAY AND PERMANENT PUBLIC UTILITY AND DRAINAGE EASEMENT, AS REQUIRED FOR THE BUCKNER LANE BRIDGE REPLACEMENT PROJECT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a Deed of Conveyance on behalf of the City of Paducah with Thelma Hettler, to acquire a portion of real property located at 5420 Buckner Lane for permanent right-of-way and permanent public utility and drainage easement, in consideration of Six Thousand and No/100 (\$6,000) Dollars.

SECTION 2. This expenditure shall be charged to the Buckner Lane Bridge Project, Account Number PF0078.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 22, 2022
Recorded by Lindsay Parish, City Clerk, March 22, 2022
\\mo\prop pur -5420 Buckner Lane (Buckner Lane Bridge Project)

Agenda Action Form

Paducah City Commission

Meeting Date: March 22, 2022

Short Title: BUILD Grant Contract for Professional Services with HDR, Inc. for \$2,039,500 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: Summary: Award professional services contract to HDR, Inc. (HDR) for design, engineering, grant compliance, regulatory compliance, bidding, and construction administration & observation services for the FY19 BUILD grant.

Background: In November 2019, the City of Paducah was notified of the award of \$10.4M from the Better Utilizing Investments to Leverage Development (BUILD) grant program to be administered through the Maritime Administration (MARAD). As part of the grant obligation process, the City is required to complete all regulatory requirements of the National Environmental Protection Act (NEPA). In April 2020, the City entered into a professional services contract with BFW to provide Environmental Assessment services per Ordinance 2020-04-8632 to fulfill the NEPA requirements to obligate the grant money for the City. The grant obligation deadline is September 30, 2022.

In September 2021, the City received MARAD approval to begin expending Pre-Incurred grant match funds on design and engineering. Therefore, the Engineering Department received Requests for Qualifications for professional services for engineering design and construction administration on October 26, 2021. HDR and subcontractor BFW submitted the only Statement of Qualifications. The submission was reviewed and found to be responsive to the Request for Qualifications.

A selection letter was provided to HDR and BFW on October 28, 2021 and an initial scoping meeting was held on November 9, 2021. On January 12, 2022, a follow-up scoping meeting was held with the full review team, including City Manager Daron Jordan, City Engineer Rick Murphy, Planning Director Nic Hutchinson, Parks & Recreation Director Amie Clark, and Engineering Project Manager Melanie Townsend, to further refine the scope of the project. A final proposal negotiation meeting was held on February 25, 2022 with HDR and BFW providing the final cost proposal to the City.

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

If yes, please list the Commission Priority: Downtown

Communications Plan: Work with Communications Manager to provide public information and updates as the project progresses.

Funds Available: Account Name: BUILD grant

Account Number: DT0050

Staff Recommendation: Authorize the Mayor to sign the Short Form Agreement with HDR, Inc. for the Engineering Design and Construction Administration services for the BUILD FY2019 grant in the amount of \$2,039,500.

Attachments:

1. HDR_Short Form_Paducah-Riverfront Infrastructure Imps-Agrmt_DesEngConst
2. Paducah Riverfront 2-22-2022_BUILD_EngDesign_CostProposal
3. ORD - short form agree- HDR – FY2019 BUILD Grant 2022

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of _____, 20____, between **CITY OF PADUCAH, KENTUCKY** (“OWNER”), with offices 300 South 5th Street, Paducah, KY 42002, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as **RIVERFRONT INFRASTRUCTURE IMPROVEMENTS** (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on a Lump Sum basis to be invoiced based on percentage completion for the following tasks:

Task 1 – Project Management and Controls.....	\$117,700
Task 2 – Basis of Design.....	\$88,000
Task 3 – 30% Design Development	\$246,000
Task 4 – 60% Design Development	\$218,000
Task 5 – 90% Design Development	\$206,000
Task 6 – 100% Design Development	\$38,000
Task 7 – Regulatory and Permitting.....	\$192,500
Task 8 – Excursion Landing Plaza	\$67,200
Task 9 – Transportation Improvements.....	\$49,000
Task 10 – Landslide Improvements near Transient Boat Dock	\$166,000
Task 11 – Utilities	\$22,000
Task 12 – Modern Technology	\$32,000
Task 13 – Grant Compliance.....	\$37,500
Task 14 – Bid Phase	\$49,600
Task 15 – Construction Administration/Observation.....	<u>\$510,000</u>
Total	<u>\$2,039,500</u>

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF PADUCAH, KENTUCKY

"OWNER"

BY: _____

NAME: George P. Bray

TITLE: Mayor

ADDRESS: 300 South 5th Street
Paducah, KY 42002

HDR ENGINEERING, INC.

"ENGINEER"

BY: _____

NAME: Kelly R. Meyer

TITLE: Vice President

ADDRESS: 401 W. Main Street, Suite 500
Louisville, KY 40202

EXHIBIT A

SCOPE OF SERVICES



February 22, 2022

City of Paducah
Attn: Rick Murphy, City Engineer
300 South 5th Street
Paducah KY 42002

RE: Paducah Riverfront Infrastructure Improvement Project
RFQ 2021 – BUILD
Cost Proposal for engineering and related services

Dear Rick,

HDR Engineering, Inc. (HDR) together with BFW Engineering & Testing, Inc. (BFW) are pleased to submit this cost proposal for engineering service for the improvements along the Paducah Riverfront. This submittal includes our understanding of the project, proposed scope of services, assumptions and clarifications, and our estimated fee and schedule.

Attachment A outlines the Scope of Work and Deliverables for the project. Attachment B provides assumptions and clarifications based on our understanding of the scope of work. We understand the primary objective of the project is to provide improved transportation elements and increase the passenger experience for riverboat visitors to Paducah. However, we also understand an improved facility can potentially increase tourism and business for Paducah. We are ready to partner with the City of Paducah on this challenge.

We propose to perform the requested services for the following lump sum fees:

Task 001 Project Management and Controls	\$117,700
Task 002 Basis of Design	\$ 88,000
Task 003 30% Design Development	\$246,000
Task 004 60% Design Development	\$218,000
Task 005 90% Design Development	\$206,000
Task 006 100% Design Development	\$ 38,000
Task 007 Regulatory and Permitting Services	\$192,500
Task 008 Excursion Landing Plaza	\$ 67,200
Task 009 Transportation Improvements	\$ 49,000
Task 010 Landside Improvements near Transient Boat Dock	\$166,000
Task 011 Utilities	\$ 22,000
Task 012 Modern Technology	\$ 32,000
Task 013 Grant Compliance	\$ 37,500
Task 014 Bid Phase Services	\$ 49,600
Task 015 Construction Administration and Construction Observation Services	\$510,000
TOTAL - Engineering and Design	\$1,529,500
TOTAL - Construction Administration and Inspection	\$ 510,000

City of Paducah
Attn: Rick Murphy, City Engineer
Page 2 of 2

The HDR team sincerely appreciates the opportunity to continue forward with this flagship project for the City of Paducah. Please contact us at your convenience to discuss further.

Sincerely,

HDR Engineering, Inc.



Ben R. Edelen
Area Manager / Senior Vice President
ben.edelen@hdrinc.com



J. Shannon Provance, PE
Vice President / Project Manager
shannon.provance@hdrinc.com

Attachments:

Appendix A – SOW and Deliverables
Appendix B – Clarifications and Assumption

ATTACHMENT A SCOPE OF WORK AND DELIVERABLES

This document outlines the Scope of Work, Deliverable and Assumptions and Clarifications for the project. Attachment A defines the basis of the design effort, and it along with the associated fee shall not be changed without a City of Paducah authorized Project Scope Change (PSC) document. Attachment B includes the Assumptions and Clarifications for the project. HDR will serve as the prime consultant for this contract, and will utilize BFW Engineering & Testing, Inc. as our primary subconsultant, collectively referred to as the HDR team.

The City of Paducah (COP) desires to upgrade its existing riverfront infrastructure through the addition of a new bulkhead and pile supported Riverboat dock structure and excursion landing plaza, by creating improved bike and pedestrian linkage through the addition of multi-use pathways, and through implementing landside improvements near the transient boat dock. The project's primary objective is to provide improved transportation elements and increase the passenger experience for visitors disembarking and embarking the riverboats that currently call on the port. A secondary objective is to provide the COP with an improved facility that can potentially attract future tourism and riverboat business.

TASK 001. Project Management and Controls

The HDR team will provide project management of tasks noted below and for the subsequent tasks listed in this Scope of Work. The work will involve general project management duties such as status reporting, scheduling of manpower and project deliverables, staff assignments, internal coordination meetings, coordination with subconsultants, etc.

- 1. Project Set Up.** The project manager will establish the delivery schedule, plan and schedule resources to execute the work, manage the filing of pertinent project data and establish and manage adequate Quality Control and Safety Plans.
- 2. Project Coordination Meetings.** The project manager will hold meetings that allow for project tracking and task coordination during the project. Meetings include a kick-off with the team, COP, and other stakeholders, as appropriate. Both internal and external team meetings will be scheduled and managed to assist in exchanging information, providing project updates, and scheduling required tasks as the project progresses.

A project duration of 36 months for engineering, permitting, procurement, construction and close-out has been assumed.

- a) **Kick-off Meeting:** An internal kick-off meeting will be conducted to communicate project expectations including scope of work, deliverables, team member assignments and responsibilities and COP communication protocols.
- b) **Team Meetings (internal):** Weekly team meetings will be held with team leads (technical and quality) and appropriate management to communicate relevant information regarding project schedule status, technical issues and scope of work and budgeting modifications (if any).
- c) **Team Meetings (external):** Monthly team meetings will be held with the COP representative(s) and appropriate management to communicate the project schedule status and to obtain direction on other pertinent developments which might affect the overall delivery of the project.
- d) **Project Milestone Meetings (external):** Three (3) scoping meetings will be held at 30%, 60%, and 90% design for the sole purpose of discussing cost projections of current scope compared to

funding budget. Any scope modifications, if required, will be thoroughly discussed and reviewed with COP, and subsequently amended in this document.

- e) **Programmatic Agreement Meetings (external):** Four (4) meetings will be held at 30%, 60%, 90%, and 100% design intervals for the sole purpose of reviewing drawings with the COP, and PA stakeholders defined in the programmatic agreement established as a part of Phase I of this project.
3. **Monthly Status Reports.** The project manager will provide a monthly status report to the COP, via email or other electronic means, which will summarize the project scope, schedule and budget status.
4. **Quarterly COP Status Update Meetings.** The project manager will lead quarterly status update meetings with the COP.
5. **Project Tracking.** The project manager will monitor the project schedule and progress of tasks during the execution phase of the work. Regular updates will be made to internal project health monitoring tools to accurately reflect the progress of the work performed and to estimate the effort to complete remaining tasks.
6. **Business Quality Reviews.** The project manager will participate in internal business reviews which are intended to proactively identify issues which may affect COP schedules, quality of deliverables, staff availability or project budget. As a minimum, the reviews will occur at the beginning of the project (0%) and at quarter points throughout the year.
7. **Contract Close Out.** The HDR project manager and team will close the project upon completion of the work. This will include reviewing the contract and scope of work to verify deliverables have been made, electronic files have been filed properly and that all invoicing has been issued by HDR and paid by the COP. A debrief meeting will be held with the COP, if requested.
8. **Quality Control.** Deliverables will be reviewed prior to submittal to the COP per HDR's pre-established quality control review process and the project specific quality control program. The quality control manager assigned to the project will be responsible for ensuring the program is implemented and that review comments are resolved and incorporated prior to submission. Effort for QC reviews will be accounted for under each individual task.

TASK 002. Basis of Design (BOD)

The HDR team anticipates the new dock will be a combination sheet pile bulkhead and pier supported wharf descending the slope along the riverbank as was outlined in the selected concept previously presented in the Build Proposal. References to 'landside improvements' included herein are defined as follows:

- Intersection modifications
- The addition of multi-use pathways
- Landside transient boat dock improvements,
- The excursion landing plaza
- Wayfinding, bus shelters, and other ancillary items,
- A technology workshop, to develop concepts for new technology to potentially be added to the project. These concepts may include broadband, emergency call boxes, security cameras and internet access.

The HDR team will develop a Basis of Design for each significant project component in accordance with applicable local, state, federal and industry codes and standards, and with information and direction provided by the COP.

Basis of Design (BOD). The HDR team will develop a BOD document that will establish the following information to be used in the development of the dock design and landside improvements:

a) Site & Environmental Conditions:

1. Existing bathymetry and topography in the vicinity of the dock. Bathymetric and topographic information will be obtained by the HDR team from existing public records and/or new subconsultant topographic and bathymetric surveys.
2. Range of operational water surface elevations determined through discussions with COP.
3. Structural and geotechnical design parameters.
4. Topographical survey for landside improvements.
5. Permitting requirements as determined by regulatory authorities and the programmatic agreement.
6. Review and combination of existing utility infrastructure based on recent project history.

b) Operational and Functional Considerations

1. Desired Top of Dock Elevation, Slope of Incline, and Bottom of Dock Elevation
2. Desired Plan Layout
3. Desired Dock surface material
4. Vessel Data and Approach Conditions
5. Number of Vessels Loaded and/or Moored Concurrently
6. Desired Mooring Hardware and Appurtenances
7. Passenger Loading and Unloading Logistics Plan
8. Dock Lighting Requirements
9. Safety Guardrails and Equipment
10. Security Fencing or Barriers
11. Emergency and Other Vehicle Access
12. Operational Requirements during Construction
13. Landside Improvement Lighting Requirements
14. Landside Improvements Utility Requirements (Electrical)
15. Landside Improvements User/Traffic Pattern Considerations for Ancillary Items, Multi-Use Path, and Intersection Design
16. Landside Improvement Landscape and Hardscape Features

c) Facility Design Life Expectancy

d) Design Loads

1. Dead Loads
2. Vehicular and Equipment Loads
3. Impact Loads
4. At-Berth Vessel Loads
5. Environmental Loads
6. Seismic Loads
7. Load Combinations

- e) Design Methodology
- f) Design Codes and References
- g) The HDR Team will perform a geotechnical investigation for the project components. A geotechnical report will be generated with recommended geotechnical design information. Geotechnical tables and figures with information pertinent to the design will be incorporated into the drawings and plan set.

The BOD document will be submitted to COP for review and comment prior to commencement of the 30% Design phase.

TASK 003. 30% Design Development

The HDR team will develop a 30% Design for the layout and construction of the improvements based on the Basis of Design, conceptual drawings, and COP comments. The anticipated drawings and technical specifications to be developed for the 30% Design are listed in Task 3.7 below.

1. **Bulkhead Design.** The HDR team will design a dock structure in two sections, the first section upper dock section is proposed to be an anchored sheet pile bulkhead. The structure will be designed to satisfy the agreed BOD. The structure will generally descend along the bank of the river allowing river boat gangway access throughout the length for a defined range of river levels.
2. **Pile Supported Wharf Design.** The bulkhead wall will transition to a pile support dock structure descending at the same slope into the water to allow an adequate depth of water for the river boat at berth. The structure will be designed to satisfy the agreed BOD.
3. **Mooring / Breasting Structures Design.** The HDR team will design a series of mooring and breasting structures adjacent to the dock platform structures providing a breasting line and mooring points for the river boats. The structures will be designed to satisfy the agreed BOD. The mooring/breasting structures will be either monopile structures or tripod style structures independent of the dock structure to allow for differential structure movements. The mooring bollards and fendering will be designed to allow the river boat to berth at the design levels of the river as agreed in the BOD.
4. **Shore Protection.** The HDR team will design shore protection structures for the local environmental conditions and design loads outlined in the BOD. The aesthetics of the shore protection will be coordinated with the landscape architects to meet the design intent of the facility.
5. **Site Grading Plans.** Grading plans will be provided in the area immediately land side of the dock structure, excursion landing plaza, and landside improvements occurring near the transient boat dock. Drainage near the dock will be coordinated with the overall drainage plan for the project site. It is anticipated that drainage will be designed to flow into existing underground conveyance systems or surface features to allow shedding of rainfall run off. An effort will be made to minimize off-site disposal of excavated materials and to balance cut and fill operations on site. The HDR team will coordinate with the Geotechnical Team members regarding fill material acceptability with respect to structural requirements.

6. **Landside Improvement Plans.** In addition to site grading plans, conceptual site plans will be provided showing the excursion landing plaza, utilities, general landscape architecture layouts, wayfinding, intersection improvements and multi-use path layouts.
7. **Area Lighting and Utility Design.** The HDR team will coordinate and provide supports for area lights and or utility vaults or stanchions located on the dock structure. Lighting design for landside improvements will be coordinated with the dock structure and existing lighting within the riverfront area.
8. **Drawings and Technical Specifications for 30% Submittal.** The HDR team CAD standards will be used, and drawings will be submitted in AutoCAD unless otherwise instructed prior to beginning the work.

Drawing Production. The HDR team anticipates generating approximately 30 drawings for the 30% Design submittal.

Technical Specifications. The HDR team will prepare technical specifications for design, procurement, construction, testing and quality control. Technical specifications will cover material and other project specific requirements not presented on the drawings. The specifications will be presented in an 8 ½ x 11 comb bound format.

The HDR team anticipates generating approximately 60 technical specifications.

The drawings and technical specifications will be submitted to COP for review and comment and a 30% Design review meeting will be scheduled with the COP prior to proceeding to 60% Design.
9. **Quality Control and Coordination.** The HDR team will provide quality control for the design and preparation of construction drawings, technical specifications and bid form.
10. **Geotechnical Investigation.** The HDR team will coordinate with the Geotechnical staff to obtain soil samples, outline the design work which will be performed, describe testing parameters, and develop a report of findings. Geotechnical recommendations will be included for foundations for project components as well as generalized construction recommendations for the overall site.
11. **Prepare Opinion of Cost (Class 4).** The HDR team will prepare an opinion of probable project costs (OPPC) for the developed concept. The OPPC for this submittal will be based on a Class 4 estimate as generally defined by *AACE International Recommended Practice No. 87R-14 - Cost Estimate Classification System* with a contingency added based on project specifics and HDR's best practices document. Class 4 estimates are generally prepared on very limited information and may be based on general arrangement layouts. The typical purpose of a Class 4 estimate is for a conceptual study or preliminary budget approval. This Class 4 estimate has an estimated range of -30% to +50% with a typical contingency of 30%.

Opinions of probable project cost will be made on the basis of the team experience and qualifications and represent our judgment as experienced and qualified professionals generally familiar with the industry. However, since the HDR team has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the HDR team cannot and does not guarantee that proposals, bids, or actual project cost will not vary from opinions of probable costs submitted.

If COP wishes greater assurance as to probable costs, consideration should be given to retaining an independent cost estimator, which can be provided as a subconsultant to the project but is not included in this scope. Upon COP approval of the additional cost, the HDR team can meet with local contractors to obtain a review of the costs opinions and to assist with their validation of our opinion of costs.

- 12. *Opinions of Probable Project Schedule (OPPS).*** The HDR team will prepare an opinion of probable project schedule based on the 30% Design drawings and specifications.

TASK 004. 60% Design Development

The HDR team will develop a 60% Design for the layout and construction of the improvements based on the 30% Design and COP comments. The anticipated drawings and technical specifications to be developed for the 60% Design are listed in Task 4.7 below.

1. ***Bulkhead Design.*** The HDR team will continue with the engineering of the bulkhead to the 60% Design.
2. ***Pile Supported Wharf Design.*** The HDR team will continue with the engineering of the pile supported wharf to the 60% Design.
3. ***Mooring / Breasting Structures Design.*** The HDR team will continue with the engineering of the mooring/breasting structures to the 60% Design.
4. ***Shore Protection.*** The HDR team will continue with the engineering of the shore protection to the 60% Design.
5. ***Site Grading Plans.*** The HDR team will continue with the engineering of the grading plans to the 60% Design.
6. ***Landside Improvement Plans.*** The HDR team will continue with the engineering of the landside improvement plans to the 60% Design.
7. ***Area Lighting and Utility Design.*** The HDR team will continue with the engineering of the area lighting and utilities to the 60% Design.
8. ***60% Submittal.***

Drawing Production. The HDR team anticipates generating approximately 70 drawings for the dock structures for the 60% Design submittal. As the dock design evolves from 30% to 60% stage it may become apparent that additional drawings are necessary and will be added to the submittal.

Technical Specifications. The HDR team anticipates generating approximately 60 technical specifications for the dock structures. As the dock design evolves from 30% to 60% stage it may become apparent that additional specifications are necessary and will be added to the submittal.

The drawings and technical specifications will be submitted to COP for review and comment and a 60% Design review meeting will be scheduled with the COP prior to proceeding to 90% Design.

9. ***Quality Control and Coordination.*** The HDR team will provide quality control for the 60% design of the dock and the preparation of construction drawings, technical specifications and bid form.
10. ***Geotechnical Investigation.*** The HDR team will continue with the review of the report findings and their application to the 60% design.
11. ***Prepare Opinion of Cost (Class 3).*** The HDR team will prepare an opinion of probable project costs (OPPC) for the concepts developed. The OPPC for this submittal will be based on a Class 3 estimate as generally

defined by *AACE International Recommended Practice No. 87R-14 - Cost Estimate Classification System* with a contingency added based on HDR's best practices document. Class 3 estimates are generally prepared based on detail take-offs, supplier quotations for major equipment, and crew/equipment daily rates. The typical purpose of a Class 3 estimate is for funding authorization. This Class 3 estimate has an estimate range of -20% to +30% with a contingency of 25%.

- 12. *Opinion of Probable Project Schedule (OPPS)*.** The HDR team will prepare an opinion of probable project schedule based on the 60% Design drawings and specifications.

TASK 005. 90% Design Development

The HDR team will develop a 90% Design for the layout and construction of the improvements based on the 60% Design and COP comments. The anticipated drawings and technical specifications to be developed for the 90% Design are identified in Task 5.7 below.

The 90% Design sub-tasks **5.1- 5.6, 5.8 and 5.9** will be similar in description to sub-tasks 4.1- 4.6, 4.8 and 4.9 as the engineering continues from the 60% Design to the 90% Design.

7. 90% Submittal.

Drawing Production. The HDR team anticipates generating approximately 75 drawings for the dock structures and landside improvements for the 90% Design submittal. As the design evolves from 60% to 90% it may become apparent that adjustments to the number of drawings are necessary and the submittal totals may deviate based on scaling, etc.

Technical Specifications. The HDR team anticipates generating approximately 60 technical specifications for the design. As the dock design evolves from 60% to 90% it may become apparent that additional specifications are necessary and will be added to the submittal.

The drawings and technical specifications will be submitted to COP for review and comment and a 90% Design review meeting will be scheduled with the COP prior to proceeding to 100% Design.

- 10. *Prepare Opinion of Cost (Class 2)*.** The HDR team will prepare an opinion of probable project costs (OPPC) for the concepts developed. The OPPC for this submittal will be based on a Class 2 estimate as generally defined by *AACE International Recommended Practice No. 87R-14 - Cost Estimate Classification System* with a contingency added based on the HDR best practices document. Class 2 estimates are generally prepared based on actual surveys, scaled site plans, with defined quantities for large cost items, and supplier quotations. The typical purpose of a Class 2 estimate is for project control. This Class 2 estimate has an estimate range of -15% to +20% with a contingency of 15%.

- 11. *Opinion of Probable Project Schedule (OPPS)*.** The HDR team will prepare an opinion of probable project schedule based on the 90% Design drawings and specifications.

TASK 006. 100% Design Development

The HDR team will develop a 100% Design for the layout and construction of the improvements based on the 90% Design and COP comments. The anticipated drawings and technical specifications to be developed for the 100% Design are listed in Task 6.7 below.

The 100% Design sub-tasks **6.1- 6.6, 6.8 and 6.9** will be similar in description to sub-tasks 4.1- 4.6, 4.8 and 4.9 as the engineering continues from the 90% Design to the 100% Design.

7. 100% Submittal

Drawing Production. The HDR team anticipates generating approximately 75 drawings for design for the 100% Design submittal. As the design evolves from 90% to 100% it may become apparent that additional drawings are necessary and will be added to the submittal.

Technical Specifications. The HDR team anticipates generating approximately 60 technical specifications. As the dock design evolves from 90% to 100% it may become apparent that additional specification(s) are necessary and will be added to the submittal.

10. Prepare Opinion of Cost (Class 1). The HDR team will prepare an opinion of probable project costs (OPPC) for the concepts developed. The OPPC for this submittal will be based on a Class 1 estimate as generally defined by *AACE International Recommended Practice No. 87R-14 - Cost Estimate Classification System* with a contingency added based on the the HDR team's best practice document. Class 1 estimates are generally prepared based on a signed and sealed drawing and specification package. The typical purpose of a Class 1 estimate is for bidding by contractors. This Class 1 estimate has an estimate range of -10% to +15% with a contingency of 10%.

11. Opinion of Probable Project Schedule (OPPS). The HDR team will prepare an opinion of probable project schedule based on the 100% Design drawings and specifications.

TASK 007. Regulatory and Permitting Services

COP is currently under contract with BFW Engineering & Testing, where HDR is a subconsultant, for environmental services and compliance for this project. We understand that the environmental portion of the project will be regulated by a Programmatic Agreement (PA) that is currently being negotiated with COP, in addition to standard regulatory requirements. Based on the current draft version dated January 24, 2022, the following regulatory and permitting services may be required as part of this new contract with the HDR team:

- 1. Additional Surveys** – Based on the final PA, additional archaeological survey as well as cultural historic surveys will be required once the final design plans have reached 60% completion. Once finalized design and construction plans are available, the KY-SHPO and Osage Nation will determine where the APE is based on specific areas which may be affected, and what additional survey may be required. The HDR team will complete additional archaeological and cultural surveys as dictated by KY-SHPO and Osage Nation.
- 2. Survey Reviews and Oversight** – Once additional surveys have been conducted, additional project review will be performed by KY-SHPO, Osage Nation, and MARAD. The HDR team will provide project oversight for these reviews.
- 3. Environmental Permitting** – Once final design has been completed, the HDR team will prepare the permit applications required for submission to USACE for 404 compliances as well as Section 10, Kentucky Division of Water (KDOW) 401 Clean Water Act, and FEMA floodplain permitting. Management support will also be provided for document submittals, document reviews, and on-going coordination for obtaining the required permits. The HDR team will provide necessary design drawings for submission. The HDR team will provide general location maps and topographic maps as required.

4. **Additional EA Requirements** – If any additional reviews or edits for the original EA are required by MARAD during Phase II, the HDR team will be responsible for preparing the required edits to the original EA. The HDR team will review these edits prior to submission to MARAD.
5. **FEMA No Rise Certification** – The Kentucky Division of Water (KDOW) floodplain section will require a no rise certification for the construction of the dock in a floodway to show that the project will not affect the current floodway elevations of the Ohio River. The placement of the dock and piers within a FEMA Floodway Boundary will require an evaluation and summary of the water surface impacts to the 1%-annual-chance Base Flood Elevation as a result of these riverfront improvements. The HDR hydraulic engineering team will collect the appropriate effective FEMA information, terrain and bathymetric data, and hydraulic structure record data for the study area to be used in the modeling effort. We will use this information to develop both existing and proposed conditions. We will also use the current FEMA Effective 1%-annual chance flood flows in the analysis.

TASK 008. Excursion Landing Plaza

As a part of this project, the HDR team will design an excursion landing plaza. We understand the excursion landing plaza should include an aesthetically pleasing design, welcoming visitors to the downtown corridor of Paducah. The HDR team will coordinate the excursion landing plaza design with additional downtown development projects, which will ultimately create an enhanced user experience for docking passengers. A cohesive design linking the dock structure and the downtown corridor will be provided. The excursion landing plaza is anticipated to be primarily concrete material, and we anticipate passengers will move through the area quickly. Shelters will not be incorporated at the plaza. Lighting will be incorporated as stakeholders determine user needs.

TASK 009. Transportation Improvements

The HDR team will provide transportation design, including curb extensions, grading, signalized cross walks, and bus shelters along with intersection improvements at the following intersections: North 6th Street and Park Avenue, North 5th Street and Madison Street, and North 3rd Street and Jefferson Street. The design will incorporate a multi-use path to accommodate bike and pedestrian traffic from the Convention Center to the downtown corridor. Additionally, wayfinding will be incorporated along the multi-use path.

TASK 010. Landside Improvements near Transient Boat Dock

The HDR team understands that one of the primary components of this project is to improve land use near the transient boat dock. The land area adjacent to the transient boat dock will be designed with green space and seating alternatives, guided by COP stakeholders. Further defined concepts will be included at 30% for discretionary purposes. Two (2) borings will be performed near the old Executive Inn site to determine design requirements for that area.

TASK 011. Utilities

The design team will coordinate water, wastewater and stormwater utilities and drainage for each project component. Paducah Water, Joint Sewer Agency, COP, and other private utility companies will be invited to external progress meetings. It is understood that the dock structure will need electricity for lighting, but it is not anticipated to need fuel or water services. An extension of the existing potable water system will be included for riverboats to use hoses for potable water access near the top of the slope.

TASK 012. Modern Technology

The HDR team understands the COP's desire to use technology to enhance the experience of visitors and residents using the riverfront and park. The HDR team has included one visioning workshop in this scope of work, which would occur prior to the initiation of Modern Technology design and engineering. The purpose of the visioning workshop is to identify and discuss possible existing and emerging technologies and applications that may improve the quality of life of the project users, residents and businesses both inside and in the immediate surrounding community. Numerous potential technological improvements were discussed in our proposal and each can be thoroughly discussed during the visioning workshop. Once COP establishes the desired improvements, the HDR team can provide a cost proposal for implementation of those concepts into the project.

TASK 013. Grant Compliance

The HDR team will provide oversight for conformance and compliance with the grant funding source, for the duration of this project from startup to close-out. This will include establishing milestones and dependencies in the project implementation process to verify that activities are not completed prior to adherence to funding requirements. The HDR team will assist the COP with reporting documents required by MARAD including quarterly progress reports, final progress and financial reports, pre- and post- performance measurement reports and project outcome reports. The HDR team will also assist the COP in establishing approval processes for requesting disbursement of funds in accordance with the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards. The HDR team will also assist COP with labor requirements in accordance with the Davis Bacon Act, verify compliance with Buy American provisions, and assist with procurement compliance during the bidding process including solicitation of MBE/WBE contractors, suppliers and subcontractors.

TASK 014. Bid Phase Services

The HDR team will provide bid phase services to assist the COP with solicitation of bids from contractors, advertisement of the project and evaluation of the bids. The HDR team will assist the COP with the bid opening, evaluation of bids and interview the preferred bidder.

1. **Solicitation of Bids.** Assist the COP with the solicitation of bids to at least three (3) experienced contractors. The HDR team will identify contractors who have performed similar type work and will provide bid solicitation requirements including general scope of work, bid duration and bid deadline. Approximate value of the work will not be discussed unless specifically authorized by the COP.
2. **Pre-Bid Meeting.** The HDR team will lead a mandatory pre-bid meeting in person with COP staff and interested parties held at a COP conference room. The HDR team will be available to answer questions and clarify issues that may arise based on the drawings and specifications.
3. **Respond to Contractor Questions.** The HDR team will respond to contractor and owner questions and inquiries during the bidding process. All communication will be via email distribution and will be copied to the COP as well as all other bidders.
4. **Issue Contract Addenda.** Prepare and issue contract addenda needed to clarify the intent and expectations of the contract documents. All communication will be via email distribution and will be copied to the COP as well as all other bidders.
5. **Bid Opening.** The HDR team will attend the bid opening meeting, conducted by the COP, virtually or in-person. The HDR team will provide an unofficial review of bids and announce the apparent low bidder. Design team representatives will be available to answer any remaining questions regarding technical components.
6. **Bid Tabulation.** It is anticipated that the COP will receive the bids from contractors. The HDR team will provide bid evaluation and assist with generating the bid tabulation worksheet to allow the COP to compare line item bid items and the overall bid price for the work.

7. **Letter of Recommendation.** The HDR team will provide a letter of recommendation for the lowest evaluated bid for the project and include the bid tabulation data in the letter.
8. **Bid Documents.** Bid documents will be prepared using the City of Paducah's front-end specifications and will include any documents required by federal funding authorities. Notice of Award and Notice to Proceed forms will be completed and approved by COP for issuance to the awarded contractor.
9. **Contractor Interviews.** It is anticipated the design team and COP will receive and evaluate the bids from contractors. During the interview the HDR team will discuss project execution, approaches to the work, and staffing and scheduling of the project. Following these services, a letter will be issued to the COP describing the results of the meeting. The HDR team will identify clarifications or additional information that might be required, if any, to recommend award of the contract.
10. **Preparation of an 'Issued for Construction' Package.** The HDR team will integrate updates or addendum items into the 'Issued for Bid' documents and prepare an 'Issued for Construction' package.

TASK 015. Construction Administration and Construction Observation Services

The HDR team will provide construction phase services as follows:

1. **Onsite Representative.** The HDR team will provide one full-time onsite engineering representative.
2. **Periodic Site Visits.** The HDR team will periodically send the Engineer of Record (EOR) and/or other technical representatives to the site for construction observation to determine if the work is being performed in accordance with the plans and specifications. The HDR team will provide personnel for job specific project oversight that will be directly related to Archaeological Monitoring, geotechnical, or environmental oversight that will be required.
3. **Requests for Information.** The HDR team will provide written clarifications and responses to the Contractor's questions regarding specific requirements of the construction drawings and specifications, proposed material fabrication / substitutions, and proposed construction methods. The documents, along with the review results, will be logged and maintained in a filing system and copies of the reviewed documents will be sent electronically to the Contractor and COP.
4. **Testing Observation and Review.** The HDR team will observe field test methods and review laboratory test results for testing identified in the drawings and technical specifications. Results will be checked for general conformance to the specifications as identified in the contract documents.
5. **Review of Shop Drawings and other Submittals.** The HDR team will review contractor generated shop drawings and other submittals for general conformance with the design, specifications and contract documents. The HDR team will make recommendations regarding approval of the submittal or requirements for resubmission for items not meeting the specifications. It is anticipated the submitted documents will comply with the Issued for Construction Documents generated by the HDR team and shall be approved and certified by the Contractor. The HDR team is not responsible for project delays due to incomplete document submittals or if inadequate time is allotted for the review (refer to contract documents for specified review durations).
6. **Project Meetings.**
 - Pre-construction Meeting: The HDR team will provide a technical representative to participate in a pre-construction meeting to answer questions and discuss critical construction activities from a technical perspective.
 - Monthly Progress Meetings: The HDR team will participate in monthly progress meetings with the Contractor and COP. The HDR team will be prepared to discuss interpretations of, and clarifications to the contract documents. The HDR team will also discuss test results and make recommendations with respect to the acceptability of the work.

- Final Inspection and Walkthrough Meeting. The HDR team will participate in the final inspection walkthrough to confirm punch list items have been completed, and the project has been constructed in accordance with the contract documents.
7. **Record Drawings.** The HDR team will review the Contractor's "red-line" drawings, and based on that information will prepare and submit a set of record "as-built" drawings to the COP.

ATTACHMENT B COST PROPOSAL ASSUMPTIONS AND CLARIFICATIONS

This document outlines the Assumptions and Clarifications for the project. HDR will serve as the prime consultant for this contract, and will utilize BFW Engineering & Testing, Inc. as our primary subconsultant, collectively referred to as the HDR team. The HDR team has made the following assumptions with respect to this cost proposal. This document is integral to the overall proposal and Attachment A – Scope of Work.

PROJECT EXECUTION STRATEGY

- The HDR team will provide engineering services for the design of the marine structures associated with this project.
- The HDR team will work toward the effective integration of the marine structure design with the uplands portion of the project. The uplands portion of the project includes the riverboat excursion plaza design, the riverbank slope development, walkways and roadways, drainage design, lighting and utilities, and associated landscaping.
- The HDR team will provide some permitting and regulatory services, but these will be limited to what is outlined in Attachment A
- HDR will provide some bid phase and construction phases services, but these will be limited to what is outlined in Attachment A.

GENERAL

1. The project duration is assumed to be approximately 36 months and includes client review and response times. HDR is assuming approximately 12 months for engineering design, 3 months for procurement, 18 months for construction, and 3 months for project close out.
2. Data, reporting, and analyses will be in Imperial units.
3. The physical limits of the work are defined as:
 - Marine Structures: The riverfront shoreline east of the flood wall that lies approximately between The Foot of Broadway to the south and Monroe Street to the north. HDR's work is limited to the plot necessary to fit the planned bulkhead and pile supported platform dock adjacent to and along the existing shoreline.
 - Landside Improvements: Defined in the BUILD grant and our proposal, the improvements include four (4) interchanges, a multi-use path, an excursion plaza, landscaping along the riverfront and near the transient dock, utility coordination and the potential to add beneficial technology.
4. The presence of unexploded ordinances, hazardous materials or contaminants is assumed to be non-existent. If discovered, work will be stopped, the appropriate authorities will be contacted to address the issue, a modified scope document will be prepared, and the HDR team will seek approval from the COP for a modification to the contract.
5. Historical/cultural items also are assumed not to be present. The contractor's scope of work will outline excavation protocols to be followed per the Programmatic Agreement agreed upon by the COP and the regulatory agencies. If historical/cultural items are discovered, work will be stopped, the appropriate authorities will be contacted to address the issue, a modified scope document will be prepared, and the HDR team will seek approval from the COP for any changes to the project scope that will require a modification to the contract.
6. The anticipated design service life of this structure will be the number of years agreed upon by the COP, and that number will be specified in the BOD. However, it should be noted that structures located in close proximity to water bodies often require higher than normal amounts of maintenance and periodic repairs. Such will be the case with the new marine structures constructed as part of

this project. A routine maintenance plan should be generated prior to the in-service date and implemented immediately following construction of the improvements. Generation of this plan is not included in this proposal.

7. The HDR team's scope of work does not include the design of any utility systems (i.e. potable water, gray water, sanitary sewer, communications, electrical power or motor fuels) to connect to moored vessels. It has been assumed that vessels and riverboats will use self-supplied hoses to connect to existing potable water systems.
8. The HDR team's scope of work does not include the design of any utility systems (i.e. potable water, gray water, sanitary sewer, communications, electrical power) to otherwise service, clean or maintain the dock area. The only exception to this is that the team will incorporate structural supports for the mounting of light pole structures for area lighting. These lighting structures will be developed by the HDR team and integrated into the dock structure design.
9. If marine navigation lighting is determined to be required then the specification and design of this lighting will be in the HDR team's scope. It is anticipated however, that if required, these lights can be specified as self-contained units with solar panel charged batteries, and therefore will require no connection to utility power for operation.
10. It is assumed that the COP understands that the conceptual design presented in the BUILD proposal, on which this engineering design proposal is based, will only allow for the loading/unloading of one riverboat at a time. The extent of the planned mooring structure system may allow for the mooring of a second vessel when the river level is very high or very low, but typically, because the water level will intersect the sloping ramp design in the mid-section of the structure, only one vessel will fit along the structure's length. Furthermore, the sloping ramp design will only accommodate a single bow, or stern or midship gangway from that single moored vessel, and not a second gangway because the sloped ramp at that second gangway location will either be too high above the vessel or submerged below the waterline. Therefore, concurrent loading or unloading of supplies, crew or servicing staff via a second gangway will not be possible unless that second gangway is in close proximity to the first.
11. It is assumed that some form of safety guardrail will be required along the edge of the dock structure. It is further assumed that this guardrail will need to be designed to have easily removable sections to allow for the riverboat loading/unloading gangway to be dropped anywhere along the sloping dock's length, as the loading/unloading spot will vary with river level and the specific geometry of the moored vessel. The HDR team will propose up to three (3) safety guardrail design alternatives for the COP to review and select from.
12. The dock structure and the approach to it will be designed to be ADA compliant, however the HDR team is not responsible for ADA compliance of the riverboat gangways and how they land and interface with the contour of the sloping dock surface. We can develop a design for a small movable flat and level "landing platform" if requested.
13. The HDR team's scope of work does not include any wireless infrastructure, security cameras, personal address system or other communication or security systems. We have proposed one visioning workshop to identify and discuss possible technologies and applications that may improve the project. Following the workshop, we have included the development of up to five (5) concepts for COP to review. No engineering or design services have been included beyond the development of these five concepts. Once COP establishes the desired improvements (if any), the HDR team can provide a cost proposal for implementation of those improvements into the project.
14. The HDR team's scope does not include the design of any kind of passenger waiting area or passenger weather protection structure.
15. The HDR team's scope of work does not include the design of any restrooms, pet areas, water fountains, seating areas, benches, flagpoles or informational signage other than wayfinding.
16. The HDR team's scope of work does not include public involvement, strategic communications or other project communication. We have assumed the COP will provide those services. The HDR team can provide a cost proposal to assist and/or lead in those efforts if desired.

17. The HDR team's scope of work does not include any temporary structures or provisions for continued riverboat operations during the construction of the project. It assumed that project construction, or construction related activities on or adjacent to the construction site will not interfere with ongoing riverboat loading/unloading operations.

PROJECT SCHEDULE, MEETINGS AND TRAVEL

Project duration is as assumed as noted in "1. GENERAL" of this document. It has been assumed that the project will progress continuously for this duration and provisions have not been made for delays in funding approval, priority changes or other issues that might result in work stoppages for greater than 60 days. Should work stoppages greater than 60 days in duration occur, the HDR team may require a modification to the contract.

Meetings will be attended by the HDR team personnel as outlined below.

1. Internal Meetings (Weekly): HDR team members will meet internally on a weekly basis to discuss tasks, schedules, budgets and action items.
2. External Meetings (Monthly): The HDR project manager and technical leads as appropriate, will meet monthly with the COP and other subconsultants to discuss work accomplished to date, provide a four-week look ahead, and to discuss any coordination, project schedule or budget issues.
3. The HDR team meetings with the COP or other stakeholders on the project will be by teleconference unless specifically noted otherwise in the fee estimate and scope of work.
4. Kick-off Meeting: The HDR Engineer-of-Record (EOR) and Project Manager (PM) will attend an onsite project kickoff meeting and site tour.
5. Design Phase: One of either the HDR EOR or PM will visit the site three times during the 30%, 60% and 90% Design phases.
6. Quarterly COP Status Update Meetings: The HDR team PM will lead quarterly status update meetings with the COP.
7. Bid Phase: One of either the HDR EOR or PM will visit the site once during the bid phase.
8. Construction Phase: The HDR EOR will visit the site six times and PM will visit the site twice during the construction phase.
9. Programmatic Agreement Meetings (external): Four (4) meetings will be held at 30%, 60%, 90% and 100% design intervals for the sole purpose of reviewing drawings with the COP and PA stakeholders.
10. A total project schedule of approximately 36 months has been estimated for this project, beginning with a written Notice-To-Proceed. If the project extends beyond this timeframe, a contract modification and additional fee may be required.

OPINIONS OF PROBABLE COSTS

1. This project will involve preparation of opinions of probable construction costs (OPCC). These costs will be as defined by the AACE International's Recommended Practice document 87R-14.
2. It is anticipated that the following cost levels will be provided:
 - Class 4
 - Class 3
 - Class 2

- Class 1

USE OF EXISTING STRUCTURES / MODIFICATION OF EXISTING FACILITIES

1. Modifications to existing utilities, buildings, facilities, etc. is not included with exception of provisions required to maintain the functionality of the existing river gauge structure and measurement system.
2. The HDR team's scope for demolition of existing structures will be limited to existing walkways and handrails in the planned location of the dock ramp structure, including beyond the extent of the dock as needed for construction access, excavation and clearance.

REGULATORY CLARIFICATIONS

The HDR team will provide limited regulatory permitting assistance, consultation or coordination as outlined in the scope of work. This effort will be limited to review of comments on the engineering design by MARAD and related communication with that agency, and communication with the State of Kentucky regulatory agencies. The HDR team cannot guarantee approved permits will be issued by any regulatory agency.

CONSTRUCTION PHASE SERVICES

The HDR team's observation and monitoring effort performed under construction contracts shall not relieve the construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. The HDR team shall not control or have charge of, and shall not be responsible for construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. The HDR team shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project.

DRAWING LIST

A drawing list/sheet count by design phase and final sheet count has been estimated and can be provided upon request. The number and scale of drawings will change and evolve along with the project.

SUBCONSULTANTS

HDR will utilize BFW Engineering & Testing as our primary subconsultant for this project. Additional subconsultants may be required for specialty design or other work as dictated by project needs. These will be reviewed with the COP prior to the implementation of their work.

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER

beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented

or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to,

cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.



February 22, 2022

City of Paducah
Attn: Rick Murphy, City Engineer
300 South 5th Street
Paducah KY 42002

RE: Paducah Riverfront Infrastructure Improvement Project
RFQ 2021 – BUILD
Cost Proposal for engineering and related services

Dear Rick,

HDR Engineering, Inc. (HDR) together with BFW Engineering & Testing, Inc. (BFW) are pleased to submit this cost proposal for engineering service for the improvements along the Paducah Riverfront. This submittal includes our understanding of the project, proposed scope of services, assumptions and clarifications, and our estimated fee and schedule.

Attachment A outlines the Scope of Work and Deliverables for the project. Attachment B provides assumptions and clarifications based on our understanding of the scope of work. We understand the primary objective of the project is to provide improved transportation elements and increase the passenger experience for riverboat visitors to Paducah. However, we also understand an improved facility can potentially increase tourism and business for Paducah. We are ready to partner with the City of Paducah on this challenge.

We propose to perform the requested services for the following lump sum fees:

Task 001 Project Management and Controls	\$117,700
Task 002 Basis of Design	\$ 88,000
Task 003 30% Design Development	\$246,000
Task 004 60% Design Development	\$218,000
Task 005 90% Design Development	\$206,000
Task 006 100% Design Development	\$ 38,000
Task 007 Regulatory and Permitting Services	\$192,500
Task 008 Excursion Landing Plaza	\$ 67,200
Task 009 Transportation Improvements	\$ 49,000
Task 010 Landside Improvements near Transient Boat Dock	\$166,000
Task 011 Utilities	\$ 22,000
Task 012 Modern Technology	\$ 32,000
Task 013 Grant Compliance	\$ 37,500
Task 014 Bid Phase Services	\$ 49,600
Task 015 Construction Administration and Construction Observation Services	\$510,000
TOTAL - Engineering and Design	\$1,529,500
TOTAL - Construction Administration and Inspection	\$ 510,000

City of Paducah
Attn: Rick Murphy, City Engineer
Page 2 of 2

The HDR team sincerely appreciates the opportunity to continue forward with this flagship project for the City of Paducah. Please contact us at your convenience to discuss further.

Sincerely,

HDR Engineering, Inc.



Ben R. Edelen
Area Manager / Senior Vice President
ben.edelen@hdrinc.com



J. Shannon Provance, PE
Vice President / Project Manager
shannon.provance@hdrinc.com

Attachments:

Appendix A – SOW and Deliverables
Appendix B – Clarifications and Assumption

ATTACHMENT A SCOPE OF WORK AND DELIVERABLES

This document outlines the Scope of Work, Deliverable and Assumptions and Clarifications for the project. Attachment A defines the basis of the design effort, and it along with the associated fee shall not be changed without a City of Paducah authorized Project Scope Change (PSC) document. Attachment B includes the Assumptions and Clarifications for the project. HDR will serve as the prime consultant for this contract, and will utilize BFW Engineering & Testing, Inc. as our primary subconsultant, collectively referred to as the HDR team.

The City of Paducah (COP) desires to upgrade its existing riverfront infrastructure through the addition of a new bulkhead and pile supported Riverboat dock structure and excursion landing plaza, by creating improved bike and pedestrian linkage through the addition of multi-use pathways, and through implementing landside improvements near the transient boat dock. The project's primary objective is to provide improved transportation elements and increase the passenger experience for visitors disembarking and embarking the riverboats that currently call on the port. A secondary objective is to provide the COP with an improved facility that can potentially attract future tourism and riverboat business.

TASK 001. Project Management and Controls

The HDR team will provide project management of tasks noted below and for the subsequent tasks listed in this Scope of Work. The work will involve general project management duties such as status reporting, scheduling of manpower and project deliverables, staff assignments, internal coordination meetings, coordination with subconsultants, etc.

- 1. Project Set Up.** The project manager will establish the delivery schedule, plan and schedule resources to execute the work, manage the filing of pertinent project data and establish and manage adequate Quality Control and Safety Plans.
- 2. Project Coordination Meetings.** The project manager will hold meetings that allow for project tracking and task coordination during the project. Meetings include a kick-off with the team, COP, and other stakeholders, as appropriate. Both internal and external team meetings will be scheduled and managed to assist in exchanging information, providing project updates, and scheduling required tasks as the project progresses.

A project duration of 36 months for engineering, permitting, procurement, construction and close-out has been assumed.

- a) **Kick-off Meeting:** An internal kick-off meeting will be conducted to communicate project expectations including scope of work, deliverables, team member assignments and responsibilities and COP communication protocols.
- b) **Team Meetings (internal):** Weekly team meetings will be held with team leads (technical and quality) and appropriate management to communicate relevant information regarding project schedule status, technical issues and scope of work and budgeting modifications (if any).
- c) **Team Meetings (external):** Monthly team meetings will be held with the COP representative(s) and appropriate management to communicate the project schedule status and to obtain direction on other pertinent developments which might affect the overall delivery of the project.
- d) **Project Milestone Meetings (external):** Three (3) scoping meetings will be held at 30%, 60%, and 90% design for the sole purpose of discussing cost projections of current scope compared to

funding budget. Any scope modifications, if required, will be thoroughly discussed and reviewed with COP, and subsequently amended in this document.

- e) **Programmatic Agreement Meetings (external):** Four (4) meetings will be held at 30%, 60%, 90%, and 100% design intervals for the sole purpose of reviewing drawings with the COP, and PA stakeholders defined in the programmatic agreement established as a part of Phase I of this project.
- 3. **Monthly Status Reports.** The project manager will provide a monthly status report to the COP, via email or other electronic means, which will summarize the project scope, schedule and budget status.
- 4. **Quarterly COP Status Update Meetings.** The project manager will lead quarterly status update meetings with the COP.
- 5. **Project Tracking.** The project manager will monitor the project schedule and progress of tasks during the execution phase of the work. Regular updates will be made to internal project health monitoring tools to accurately reflect the progress of the work performed and to estimate the effort to complete remaining tasks.
- 6. **Business Quality Reviews.** The project manager will participate in internal business reviews which are intended to proactively identify issues which may affect COP schedules, quality of deliverables, staff availability or project budget. As a minimum, the reviews will occur at the beginning of the project (0%) and at quarter points throughout the year.
- 7. **Contract Close Out.** The HDR project manager and team will close the project upon completion of the work. This will include reviewing the contract and scope of work to verify deliverables have been made, electronic files have been filed properly and that all invoicing has been issued by HDR and paid by the COP. A debrief meeting will be held with the COP, if requested.
- 8. **Quality Control.** Deliverables will be reviewed prior to submittal to the COP per HDR's pre-established quality control review process and the project specific quality control program. The quality control manager assigned to the project will be responsible for ensuring the program is implemented and that review comments are resolved and incorporated prior to submission. Effort for QC reviews will be accounted for under each individual task.

TASK 002. Basis of Design (BOD)

The HDR team anticipates the new dock will be a combination sheet pile bulkhead and pier supported wharf descending the slope along the riverbank as was outlined in the selected concept previously presented in the Build Proposal. References to 'landside improvements' included herein are defined as follows:

- Intersection modifications
- The addition of multi-use pathways
- Landside transient boat dock improvements,
- The excursion landing plaza
- Wayfinding, bus shelters, and other ancillary items,
- A technology workshop, to develop concepts for new technology to potentially be added to the project. These concepts may include broadband, emergency call boxes, security cameras and internet access.

The HDR team will develop a Basis of Design for each significant project component in accordance with applicable local, state, federal and industry codes and standards, and with information and direction provided by the COP.

Basis of Design (BOD). The HDR team will develop a BOD document that will establish the following information to be used in the development of the dock design and landside improvements:

a) Site & Environmental Conditions:

1. Existing bathymetry and topography in the vicinity of the dock. Bathymetric and topographic information will be obtained by the HDR team from existing public records and/or new subconsultant topographic and bathymetric surveys.
2. Range of operational water surface elevations determined through discussions with COP.
3. Structural and geotechnical design parameters.
4. Topographical survey for landside improvements.
5. Permitting requirements as determined by regulatory authorities and the programmatic agreement.
6. Review and combination of existing utility infrastructure based on recent project history.

b) Operational and Functional Considerations

1. Desired Top of Dock Elevation, Slope of Incline, and Bottom of Dock Elevation
2. Desired Plan Layout
3. Desired Dock surface material
4. Vessel Data and Approach Conditions
5. Number of Vessels Loaded and/or Moored Concurrently
6. Desired Mooring Hardware and Appurtenances
7. Passenger Loading and Unloading Logistics Plan
8. Dock Lighting Requirements
9. Safety Guardrails and Equipment
10. Security Fencing or Barriers
11. Emergency and Other Vehicle Access
12. Operational Requirements during Construction
13. Landside Improvement Lighting Requirements
14. Landside Improvements Utility Requirements (Electrical)
15. Landside Improvements User/Traffic Pattern Considerations for Ancillary Items, Multi-Use Path, and Intersection Design
16. Landside Improvement Landscape and Hardscape Features

c) Facility Design Life Expectancy

d) Design Loads

1. Dead Loads
2. Vehicular and Equipment Loads
3. Impact Loads
4. At-Berth Vessel Loads
5. Environmental Loads
6. Seismic Loads
7. Load Combinations

- e) Design Methodology
- f) Design Codes and References
- g) The HDR Team will perform a geotechnical investigation for the project components. A geotechnical report will be generated with recommended geotechnical design information. Geotechnical tables and figures with information pertinent to the design will be incorporated into the drawings and plan set.

The BOD document will be submitted to COP for review and comment prior to commencement of the 30% Design phase.

TASK 003. 30% Design Development

The HDR team will develop a 30% Design for the layout and construction of the improvements based on the Basis of Design, conceptual drawings, and COP comments. The anticipated drawings and technical specifications to be developed for the 30% Design are listed in Task 3.7 below.

1. **Bulkhead Design.** The HDR team will design a dock structure in two sections, the first section upper dock section is proposed to be an anchored sheet pile bulkhead. The structure will be designed to satisfy the agreed BOD. The structure will generally descend along the bank of the river allowing river boat gangway access throughout the length for a defined range of river levels.
2. **Pile Supported Wharf Design.** The bulkhead wall will transition to a pile support dock structure descending at the same slope into the water to allow an adequate depth of water for the river boat at berth. The structure will be designed to satisfy the agreed BOD.
3. **Mooring / Breasting Structures Design.** The HDR team will design a series of mooring and breasting structures adjacent to the dock platform structures providing a breasting line and mooring points for the river boats. The structures will be designed to satisfy the agreed BOD. The mooring/breasting structures will be either monopile structures or tripod style structures independent of the dock structure to allow for differential structure movements. The mooring bollards and fendering will be designed to allow the river boat to berth at the design levels of the river as agreed in the BOD.
4. **Shore Protection.** The HDR team will design shore protection structures for the local environmental conditions and design loads outlined in the BOD. The aesthetics of the shore protection will be coordinated with the landscape architects to meet the design intent of the facility.
5. **Site Grading Plans.** Grading plans will be provided in the area immediately land side of the dock structure, excursion landing plaza, and landside improvements occurring near the transient boat dock. Drainage near the dock will be coordinated with the overall drainage plan for the project site. It is anticipated that drainage will be designed to flow into existing underground conveyance systems or surface features to allow shedding of rainfall run off. An effort will be made to minimize off-site disposal of excavated materials and to balance cut and fill operations on site. The HDR team will coordinate with the Geotechnical Team members regarding fill material acceptability with respect to structural requirements.

6. **Landside Improvement Plans.** In addition to site grading plans, conceptual site plans will be provided showing the excursion landing plaza, utilities, general landscape architecture layouts, wayfinding, intersection improvements and multi-use path layouts.
7. **Area Lighting and Utility Design.** The HDR team will coordinate and provide supports for area lights and or utility vaults or stanchions located on the dock structure. Lighting design for landside improvements will be coordinated with the dock structure and existing lighting within the riverfront area.
8. **Drawings and Technical Specifications for 30% Submittal.** The HDR team CAD standards will be used, and drawings will be submitted in AutoCAD unless otherwise instructed prior to beginning the work.

Drawing Production. The HDR team anticipates generating approximately 30 drawings for the 30% Design submittal.

Technical Specifications. The HDR team will prepare technical specifications for design, procurement, construction, testing and quality control. Technical specifications will cover material and other project specific requirements not presented on the drawings. The specifications will be presented in an 8 ½ x 11 comb bound format.

The HDR team anticipates generating approximately 60 technical specifications.

The drawings and technical specifications will be submitted to COP for review and comment and a 30% Design review meeting will be scheduled with the COP prior to proceeding to 60% Design.
9. **Quality Control and Coordination.** The HDR team will provide quality control for the design and preparation of construction drawings, technical specifications and bid form.
10. **Geotechnical Investigation.** The HDR team will coordinate with the Geotechnical staff to obtain soil samples, outline the design work which will be performed, describe testing parameters, and develop a report of findings. Geotechnical recommendations will be included for foundations for project components as well as generalized construction recommendations for the overall site.
11. **Prepare Opinion of Cost (Class 4).** The HDR team will prepare an opinion of probable project costs (OPPC) for the developed concept. The OPPC for this submittal will be based on a Class 4 estimate as generally defined by *AACE International Recommended Practice No. 87R-14 - Cost Estimate Classification System* with a contingency added based on project specifics and HDR's best practices document. Class 4 estimates are generally prepared on very limited information and may be based on general arrangement layouts. The typical purpose of a Class 4 estimate is for a conceptual study or preliminary budget approval. This Class 4 estimate has an estimated range of -30% to +50% with a typical contingency of 30%.

Opinions of probable project cost will be made on the basis of the team experience and qualifications and represent our judgment as experienced and qualified professionals generally familiar with the industry. However, since the HDR team has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the HDR team cannot and does not guarantee that proposals, bids, or actual project cost will not vary from opinions of probable costs submitted.

If COP wishes greater assurance as to probable costs, consideration should be given to retaining an independent cost estimator, which can be provided as a subconsultant to the project but is not included in this scope. Upon COP approval of the additional cost, the HDR team can meet with local contractors to obtain a review of the costs opinions and to assist with their validation of our opinion of costs.

- 12. *Opinions of Probable Project Schedule (OPPS).*** The HDR team will prepare an opinion of probable project schedule based on the 30% Design drawings and specifications.

TASK 004. 60% Design Development

The HDR team will develop a 60% Design for the layout and construction of the improvements based on the 30% Design and COP comments. The anticipated drawings and technical specifications to be developed for the 60% Design are listed in Task 4.7 below.

1. ***Bulkhead Design.*** The HDR team will continue with the engineering of the bulkhead to the 60% Design.
2. ***Pile Supported Wharf Design.*** The HDR team will continue with the engineering of the pile supported wharf to the 60% Design.
3. ***Mooring / Breasting Structures Design.*** The HDR team will continue with the engineering of the mooring/breasting structures to the 60% Design.
4. ***Shore Protection.*** The HDR team will continue with the engineering of the shore protection to the 60% Design.
5. ***Site Grading Plans.*** The HDR team will continue with the engineering of the grading plans to the 60% Design.
6. ***Landside Improvement Plans.*** The HDR team will continue with the engineering of the landside improvement plans to the 60% Design.
7. ***Area Lighting and Utility Design.*** The HDR team will continue with the engineering of the area lighting and utilities to the 60% Design.
8. ***60% Submittal.***

Drawing Production. The HDR team anticipates generating approximately 70 drawings for the dock structures for the 60% Design submittal. As the dock design evolves from 30% to 60% stage it may become apparent that additional drawings are necessary and will be added to the submittal.

Technical Specifications. The HDR team anticipates generating approximately 60 technical specifications for the dock structures. As the dock design evolves from 30% to 60% stage it may become apparent that additional specifications are necessary and will be added to the submittal.

The drawings and technical specifications will be submitted to COP for review and comment and a 60% Design review meeting will be scheduled with the COP prior to proceeding to 90% Design.

9. ***Quality Control and Coordination.*** The HDR team will provide quality control for the 60% design of the dock and the preparation of construction drawings, technical specifications and bid form.
10. ***Geotechnical Investigation.*** The HDR team will continue with the review of the report findings and their application to the 60% design.
11. ***Prepare Opinion of Cost (Class 3).*** The HDR team will prepare an opinion of probable project costs (OPPC) for the concepts developed. The OPPC for this submittal will be based on a Class 3 estimate as generally

defined by *AACE International Recommended Practice No. 87R-14 - Cost Estimate Classification System* with a contingency added based on HDR's best practices document. Class 3 estimates are generally prepared based on detail take-offs, supplier quotations for major equipment, and crew/equipment daily rates. The typical purpose of a Class 3 estimate is for funding authorization. This Class 3 estimate has an estimate range of -20% to +30% with a contingency of 25%.

- 12. Opinion of Probable Project Schedule (OPPS).** The HDR team will prepare an opinion of probable project schedule based on the 60% Design drawings and specifications.

TASK 005. 90% Design Development

The HDR team will develop a 90% Design for the layout and construction of the improvements based on the 60% Design and COP comments. The anticipated drawings and technical specifications to be developed for the 90% Design are identified in Task 5.7 below.

The 90% Design sub-tasks **5.1- 5.6, 5.8** and **5.9** will be similar in description to sub-tasks 4.1- 4.6, 4.8 and 4.9 as the engineering continues from the 60% Design to the 90% Design.

7. 90% Submittal.

Drawing Production. The HDR team anticipates generating approximately 75 drawings for the dock structures and landside improvements for the 90% Design submittal. As the design evolves from 60% to 90% it may become apparent that adjustments to the number of drawings are necessary and the submittal totals may deviate based on scaling, etc.

Technical Specifications. The HDR team anticipates generating approximately 60 technical specifications for the design. As the dock design evolves from 60% to 90% it may become apparent that additional specifications are necessary and will be added to the submittal.

The drawings and technical specifications will be submitted to COP for review and comment and a 90% Design review meeting will be scheduled with the COP prior to proceeding to 100% Design.

- 10. Prepare Opinion of Cost (Class 2).** The HDR team will prepare an opinion of probable project costs (OPPC) for the concepts developed. The OPPC for this submittal will be based on a Class 2 estimate as generally defined by *AACE International Recommended Practice No. 87R-14 - Cost Estimate Classification System* with a contingency added based on the HDR best practices document. Class 2 estimates are generally prepared based on actual surveys, scaled site plans, with defined quantities for large cost items, and supplier quotations. The typical purpose of a Class 2 estimate is for project control. This Class 2 estimate has an estimate range of -15% to +20% with a contingency of 15%.

- 11. Opinion of Probable Project Schedule (OPPS).** The HDR team will prepare an opinion of probable project schedule based on the 90% Design drawings and specifications.

TASK 006. 100% Design Development

The HDR team will develop a 100% Design for the layout and construction of the improvements based on the 90% Design and COP comments. The anticipated drawings and technical specifications to be developed for the 100% Design are listed in Task 6.7 below.

The 100% Design sub-tasks **6.1- 6.6, 6.8 and 6.9** will be similar in description to sub-tasks 4.1- 4.6, 4.8 and 4.9 as the engineering continues from the 90% Design to the 100% Design.

7. 100% Submittal

Drawing Production. The HDR team anticipates generating approximately 75 drawings for design for the 100% Design submittal. As the design evolves from 90% to 100% it may become apparent that additional drawings are necessary and will be added to the submittal.

Technical Specifications. The HDR team anticipates generating approximately 60 technical specifications. As the dock design evolves from 90% to 100% it may become apparent that additional specification(s) are necessary and will be added to the submittal.

10. Prepare Opinion of Cost (Class 1). The HDR team will prepare an opinion of probable project costs (OPPC) for the concepts developed. The OPPC for this submittal will be based on a Class 1 estimate as generally defined by *AACE International Recommended Practice No. 87R-14 - Cost Estimate Classification System* with a contingency added based on the the HDR team's best practice document. Class 1 estimates are generally prepared based on a signed and sealed drawing and specification package. The typical purpose of a Class 1 estimate is for bidding by contractors. This Class 1 estimate has an estimate range of -10% to +15% with a contingency of 10%.

11. Opinion of Probable Project Schedule (OPPS). The HDR team will prepare an opinion of probable project schedule based on the 100% Design drawings and specifications.

TASK 007. Regulatory and Permitting Services

COP is currently under contract with BFW Engineering & Testing, where HDR is a subconsultant, for environmental services and compliance for this project. We understand that the environmental portion of the project will be regulated by a Programmatic Agreement (PA) that is currently being negotiated with COP, in addition to standard regulatory requirements. Based on the current draft version dated January 24, 2022, the following regulatory and permitting services may be required as part of this new contract with the HDR team:

- 1. Additional Surveys** – Based on the final PA, additional archaeological survey as well as cultural historic surveys will be required once the final design plans have reached 60% completion. Once finalized design and construction plans are available, the KY-SHPO and Osage Nation will determine where the APE is based on specific areas which may be affected, and what additional survey may be required. The HDR team will complete additional archaeological and cultural surveys as dictated by KY-SHPO and Osage Nation.
- 2. Survey Reviews and Oversight** – Once additional surveys have been conducted, additional project review will be performed by KY-SHPO, Osage Nation, and MARAD. The HDR team will provide project oversight for these reviews.
- 3. Environmental Permitting** – Once final design has been completed, the HDR team will prepare the permit applications required for submission to USACE for 404 compliances as well as Section 10, Kentucky Division of Water (KDOW) 401 Clean Water Act, and FEMA floodplain permitting. Management support will also be provided for document submittals, document reviews, and on-going coordination for obtaining the required permits. The HDR team will provide necessary design drawings for submission. The HDR team will provide general location maps and topographic maps as required.

4. **Additional EA Requirements** – If any additional reviews or edits for the original EA are required by MARAD during Phase II, the HDR team will be responsible for preparing the required edits to the original EA. The HDR team will review these edits prior to submission to MARAD.
5. **FEMA No Rise Certification** – The Kentucky Division of Water (KDOW) floodplain section will require a no rise certification for the construction of the dock in a floodway to show that the project will not affect the current floodway elevations of the Ohio River. The placement of the dock and piers within a FEMA Floodway Boundary will require an evaluation and summary of the water surface impacts to the 1%-annual-chance Base Flood Elevation as a result of these riverfront improvements. The HDR hydraulic engineering team will collect the appropriate effective FEMA information, terrain and bathymetric data, and hydraulic structure record data for the study area to be used in the modeling effort. We will use this information to develop both existing and proposed conditions. We will also use the current FEMA Effective 1%-annual chance flood flows in the analysis.

TASK 008. Excursion Landing Plaza

As a part of this project, the HDR team will design an excursion landing plaza. We understand the excursion landing plaza should include an aesthetically pleasing design, welcoming visitors to the downtown corridor of Paducah. The HDR team will coordinate the excursion landing plaza design with additional downtown development projects, which will ultimately create an enhanced user experience for docking passengers. A cohesive design linking the dock structure and the downtown corridor will be provided. The excursion landing plaza is anticipated to be primarily concrete material, and we anticipate passengers will move through the area quickly. Shelters will not be incorporated at the plaza. Lighting will be incorporated as stakeholders determine user needs.

TASK 009. Transportation Improvements

The HDR team will provide transportation design, including curb extensions, grading, signalized cross walks, and bus shelters along with intersection improvements at the following intersections: North 6th Street and Park Avenue, North 5th Street and Madison Street, and North 3rd Street and Jefferson Street. The design will incorporate a multi-use path to accommodate bike and pedestrian traffic from the Convention Center to the downtown corridor. Additionally, wayfinding will be incorporated along the multi-use path.

TASK 010. Landside Improvements near Transient Boat Dock

The HDR team understands that one of the primary components of this project is to improve land use near the transient boat dock. The land area adjacent to the transient boat dock will be designed with green space and seating alternatives, guided by COP stakeholders. Further defined concepts will be included at 30% for discretionary purposes. Two (2) borings will be performed near the old Executive Inn site to determine design requirements for that area.

TASK 011. Utilities

The design team will coordinate water, wastewater and stormwater utilities and drainage for each project component. Paducah Water, Joint Sewer Agency, COP, and other private utility companies will be invited to external progress meetings. It is understood that the dock structure will need electricity for lighting, but it is not anticipated to need fuel or water services. An extension of the existing potable water system will be included for riverboats to use hoses for potable water access near the top of the slope.

TASK 012. Modern Technology

The HDR team understands the COP's desire to use technology to enhance the experience of visitors and residents using the riverfront and park. The HDR team has included one visioning workshop in this scope of work, which would occur prior to the initiation of Modern Technology design and engineering. The purpose of the visioning workshop is to identify and discuss possible existing and emerging technologies and applications that may improve the quality of life of the project users, residents and businesses both inside and in the immediate surrounding community. Numerous potential technological improvements were discussed in our proposal and each can be thoroughly discussed during the visioning workshop. Once COP establishes the desired improvements, the HDR team can provide a cost proposal for implementation of those concepts into the project.

TASK 013. Grant Compliance

The HDR team will provide oversight for conformance and compliance with the grant funding source, for the duration of this project from startup to close-out. This will include establishing milestones and dependencies in the project implementation process to verify that activities are not completed prior to adherence to funding requirements. The HDR team will assist the COP with reporting documents required by MARAD including quarterly progress reports, final progress and financial reports, pre- and post- performance measurement reports and project outcome reports. The HDR team will also assist the COP in establishing approval processes for requesting disbursement of funds in accordance with the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards. The HDR team will also assist COP with labor requirements in accordance with the Davis Bacon Act, verify compliance with Buy American provisions, and assist with procurement compliance during the bidding process including solicitation of MBE/WBE contractors, suppliers and subcontractors.

TASK 014. Bid Phase Services

The HDR team will provide bid phase services to assist the COP with solicitation of bids from contractors, advertisement of the project and evaluation of the bids. The HDR team will assist the COP with the bid opening, evaluation of bids and interview the preferred bidder.

1. **Solicitation of Bids.** Assist the COP with the solicitation of bids to at least three (3) experienced contractors. The HDR team will identify contractors who have performed similar type work and will provide bid solicitation requirements including general scope of work, bid duration and bid deadline. Approximate value of the work will not be discussed unless specifically authorized by the COP.
2. **Pre-Bid Meeting.** The HDR team will lead a mandatory pre-bid meeting in person with COP staff and interested parties held at a COP conference room. The HDR team will be available to answer questions and clarify issues that may arise based on the drawings and specifications.
3. **Respond to Contractor Questions.** The HDR team will respond to contractor and owner questions and inquiries during the bidding process. All communication will be via email distribution and will be copied to the COP as well as all other bidders.
4. **Issue Contract Addenda.** Prepare and issue contract addenda needed to clarify the intent and expectations of the contract documents. All communication will be via email distribution and will be copied to the COP as well as all other bidders.
5. **Bid Opening.** The HDR team will attend the bid opening meeting, conducted by the COP, virtually or in-person. The HDR team will provide an unofficial review of bids and announce the apparent low bidder. Design team representatives will be available to answer any remaining questions regarding technical components.
6. **Bid Tabulation.** It is anticipated that the COP will receive the bids from contractors. The HDR team will provide bid evaluation and assist with generating the bid tabulation worksheet to allow the COP to compare line item bid items and the overall bid price for the work.

7. **Letter of Recommendation.** The HDR team will provide a letter of recommendation for the lowest evaluated bid for the project and include the bid tabulation data in the letter.
8. **Bid Documents.** Bid documents will be prepared using the City of Paducah's front-end specifications and will include any documents required by federal funding authorities. Notice of Award and Notice to Proceed forms will be completed and approved by COP for issuance to the awarded contractor.
9. **Contractor Interviews.** It is anticipated the design team and COP will receive and evaluate the bids from contractors. During the interview the HDR team will discuss project execution, approaches to the work, and staffing and scheduling of the project. Following these services, a letter will be issued to the COP describing the results of the meeting. The HDR team will identify clarifications or additional information that might be required, if any, to recommend award of the contract.
10. **Preparation of an 'Issued for Construction' Package.** The HDR team will integrate updates or addendum items into the 'Issued for Bid' documents and prepare an 'Issued for Construction' package.

TASK 015. Construction Administration and Construction Observation Services

The HDR team will provide construction phase services as follows:

1. **Onsite Representative.** The HDR team will provide one full-time onsite engineering representative.
2. **Periodic Site Visits.** The HDR team will periodically send the Engineer of Record (EOR) and/or other technical representatives to the site for construction observation to determine if the work is being performed in accordance with the plans and specifications. The HDR team will provide personnel for job specific project oversight that will be directly related to Archaeological Monitoring, geotechnical, or environmental oversight that will be required.
3. **Requests for Information.** The HDR team will provide written clarifications and responses to the Contractor's questions regarding specific requirements of the construction drawings and specifications, proposed material fabrication / substitutions, and proposed construction methods. The documents, along with the review results, will be logged and maintained in a filing system and copies of the reviewed documents will be sent electronically to the Contractor and COP.
4. **Testing Observation and Review.** The HDR team will observe field test methods and review laboratory test results for testing identified in the drawings and technical specifications. Results will be checked for general conformance to the specifications as identified in the contract documents.
5. **Review of Shop Drawings and other Submittals.** The HDR team will review contractor generated shop drawings and other submittals for general conformance with the design, specifications and contract documents. The HDR team will make recommendations regarding approval of the submittal or requirements for resubmission for items not meeting the specifications. It is anticipated the submitted documents will comply with the Issued for Construction Documents generated by the HDR team and shall be approved and certified by the Contractor. The HDR team is not responsible for project delays due to incomplete document submittals or if inadequate time is allotted for the review (refer to contract documents for specified review durations).
6. **Project Meetings.**
 - Pre-construction Meeting: The HDR team will provide a technical representative to participate in a pre-construction meeting to answer questions and discuss critical construction activities from a technical perspective.
 - Monthly Progress Meetings: The HDR team will participate in monthly progress meetings with the Contractor and COP. The HDR team will be prepared to discuss interpretations of, and clarifications to the contract documents. The HDR team will also discuss test results and make recommendations with respect to the acceptability of the work.

- Final Inspection and Walkthrough Meeting. The HDR team will participate in the final inspection walkthrough to confirm punch list items have been completed, and the project has been constructed in accordance with the contract documents.
7. **Record Drawings.** The HDR team will review the Contractor's "red-line" drawings, and based on that information will prepare and submit a set of record "as-built" drawings to the COP.

ATTACHMENT B COST PROPOSAL ASSUMPTIONS AND CLARIFICATIONS

This document outlines the Assumptions and Clarifications for the project. HDR will serve as the prime consultant for this contract, and will utilize BFW Engineering & Testing, Inc. as our primary subconsultant, collectively referred to as the HDR team. The HDR team has made the following assumptions with respect to this cost proposal. This document is integral to the overall proposal and Attachment A – Scope of Work.

PROJECT EXECUTION STRATEGY

- The HDR team will provide engineering services for the design of the marine structures associated with this project.
- The HDR team will work toward the effective integration of the marine structure design with the uplands portion of the project. The uplands portion of the project includes the riverboat excursion plaza design, the riverbank slope development, walkways and roadways, drainage design, lighting and utilities, and associated landscaping.
- The HDR team will provide some permitting and regulatory services, but these will be limited to what is outlined in Attachment A
- HDR will provide some bid phase and construction phases services, but these will be limited to what is outlined in Attachment A.

GENERAL

1. The project duration is assumed to be approximately 36 months and includes client review and response times. HDR is assuming approximately 12 months for engineering design, 3 months for procurement, 18 months for construction, and 3 months for project close out.
2. Data, reporting, and analyses will be in Imperial units.
3. The physical limits of the work are defined as:
 - Marine Structures: The riverfront shoreline east of the flood wall that lies approximately between The Foot of Broadway to the south and Monroe Street to the north. HDR's work is limited to the plot necessary to fit the planned bulkhead and pile supported platform dock adjacent to and along the existing shoreline.
 - Landside Improvements: Defined in the BUILD grant and our proposal, the improvements include four (4) interchanges, a multi-use path, an excursion plaza, landscaping along the riverfront and near the transient dock, utility coordination and the potential to add beneficial technology.
4. The presence of unexploded ordinances, hazardous materials or contaminants is assumed to be non-existent. If discovered, work will be stopped, the appropriate authorities will be contacted to address the issue, a modified scope document will be prepared, and the HDR team will seek approval from the COP for a modification to the contract.
5. Historical/cultural items also are assumed not to be present. The contractor's scope of work will outline excavation protocols to be followed per the Programmatic Agreement agreed upon by the COP and the regulatory agencies. If historical/cultural items are discovered, work will be stopped, the appropriate authorities will be contacted to address the issue, a modified scope document will be prepared, and the HDR team will seek approval from the COP for any changes to the project scope that will require a modification to the contract.
6. The anticipated design service life of this structure will be the number of years agreed upon by the COP, and that number will be specified in the BOD. However, it should be noted that structures located in close proximity to water bodies often require higher than normal amounts of maintenance and periodic repairs. Such will be the case with the new marine structures constructed as part of

this project. A routine maintenance plan should be generated prior to the in-service date and implemented immediately following construction of the improvements. Generation of this plan is not included in this proposal.

7. The HDR team's scope of work does not include the design of any utility systems (i.e. potable water, gray water, sanitary sewer, communications, electrical power or motor fuels) to connect to moored vessels. It has been assumed that vessels and riverboats will use self-supplied hoses to connect to existing potable water systems.
8. The HDR team's scope of work does not include the design of any utility systems (i.e. potable water, gray water, sanitary sewer, communications, electrical power) to otherwise service, clean or maintain the dock area. The only exception to this is that the team will incorporate structural supports for the mounting of light pole structures for area lighting. These lighting structures will be developed by the HDR team and integrated into the dock structure design.
9. If marine navigation lighting is determined to be required then the specification and design of this lighting will be in the HDR team's scope. It is anticipated however, that if required, these lights can be specified as self-contained units with solar panel charged batteries, and therefore will require no connection to utility power for operation.
10. It is assumed that the COP understands that the conceptual design presented in the BUILD proposal, on which this engineering design proposal is based, will only allow for the loading/unloading of one riverboat at a time. The extent of the planned mooring structure system may allow for the mooring of a second vessel when the river level is very high or very low, but typically, because the water level will intersect the sloping ramp design in the mid-section of the structure, only one vessel will fit along the structure's length. Furthermore, the sloping ramp design will only accommodate a single bow, or stern or midship gangway from that single moored vessel, and not a second gangway because the sloped ramp at that second gangway location will either be too high above the vessel or submerged below the waterline. Therefore, concurrent loading or unloading of supplies, crew or servicing staff via a second gangway will not be possible unless that second gangway is in close proximity to the first.
11. It is assumed that some form of safety guardrail will be required along the edge of the dock structure. It is further assumed that this guardrail will need to be designed to have easily removable sections to allow for the riverboat loading/unloading gangway to be dropped anywhere along the sloping dock's length, as the loading/unloading spot will vary with river level and the specific geometry of the moored vessel. The HDR team will propose up to three (3) safety guardrail design alternatives for the COP to review and select from.
12. The dock structure and the approach to it will be designed to be ADA compliant, however the HDR team is not responsible for ADA compliance of the riverboat gangways and how they land and interface with the contour of the sloping dock surface. We can develop a design for a small movable flat and level "landing platform" if requested.
13. The HDR team's scope of work does not include any wireless infrastructure, security cameras, personal address system or other communication or security systems. We have proposed one visioning workshop to identify and discuss possible technologies and applications that may improve the project. Following the workshop, we have included the development of up to five (5) concepts for COP to review. No engineering or design services have been included beyond the development of these five concepts. Once COP establishes the desired improvements (if any), the HDR team can provide a cost proposal for implementation of those improvements into the project.
14. The HDR team's scope does not include the design of any kind of passenger waiting area or passenger weather protection structure.
15. The HDR team's scope of work does not include the design of any restrooms, pet areas, water fountains, seating areas, benches, flagpoles or informational signage other than wayfinding.
16. The HDR team's scope of work does not include public involvement, strategic communications or other project communication. We have assumed the COP will provide those services. The HDR team can provide a cost proposal to assist and/or lead in those efforts if desired.

17. The HDR team's scope of work does not include any temporary structures or provisions for continued riverboat operations during the construction of the project. It assumed that project construction, or construction related activities on or adjacent to the construction site will not interfere with ongoing riverboat loading/unloading operations.

PROJECT SCHEDULE, MEETINGS AND TRAVEL

Project duration is as assumed as noted in "1. GENERAL" of this document. It has been assumed that the project will progress continuously for this duration and provisions have not been made for delays in funding approval, priority changes or other issues that might result in work stoppages for greater than 60 days. Should work stoppages greater than 60 days in duration occur, the HDR team may require a modification to the contract.

Meetings will be attended by the HDR team personnel as outlined below.

1. Internal Meetings (Weekly): HDR team members will meet internally on a weekly basis to discuss tasks, schedules, budgets and action items.
2. External Meetings (Monthly): The HDR project manager and technical leads as appropriate, will meet monthly with the COP and other subconsultants to discuss work accomplished to date, provide a four-week look ahead, and to discuss any coordination, project schedule or budget issues.
3. The HDR team meetings with the COP or other stakeholders on the project will be by teleconference unless specifically noted otherwise in the fee estimate and scope of work.
4. Kick-off Meeting: The HDR Engineer-of-Record (EOR) and Project Manager (PM) will attend an onsite project kickoff meeting and site tour.
5. Design Phase: One of either the HDR EOR or PM will visit the site three times during the 30%, 60% and 90% Design phases.
6. Quarterly COP Status Update Meetings: The HDR team PM will lead quarterly status update meetings with the COP.
7. Bid Phase: One of either the HDR EOR or PM will visit the site once during the bid phase.
8. Construction Phase: The HDR EOR will visit the site six times and PM will visit the site twice during the construction phase.
9. Programmatic Agreement Meetings (external): Four (4) meetings will be held at 30%, 60%, 90% and 100% design intervals for the sole purpose of reviewing drawings with the COP and PA stakeholders.
10. A total project schedule of approximately 36 months has been estimated for this project, beginning with a written Notice-To-Proceed. If the project extends beyond this timeframe, a contract modification and additional fee may be required.

OPINIONS OF PROBABLE COSTS

1. This project will involve preparation of opinions of probable construction costs (OPCC). These costs will be as defined by the AACE International's Recommended Practice document 87R-14.
2. It is anticipated that the following cost levels will be provided:
 - Class 4
 - Class 3
 - Class 2

- Class 1

USE OF EXISTING STRUCTURES / MODIFICATION OF EXISTING FACILITIES

1. Modifications to existing utilities, buildings, facilities, etc. is not included with exception of provisions required to maintain the functionality of the existing river gauge structure and measurement system.
2. The HDR team's scope for demolition of existing structures will be limited to existing walkways and handrails in the planned location of the dock ramp structure, including beyond the extent of the dock as needed for construction access, excavation and clearance.

REGULATORY CLARIFICATIONS

The HDR team will provide limited regulatory permitting assistance, consultation or coordination as outlined in the scope of work. This effort will be limited to review of comments on the engineering design by MARAD and related communication with that agency, and communication with the State of Kentucky regulatory agencies. The HDR team cannot guarantee approved permits will be issued by any regulatory agency.

CONSTRUCTION PHASE SERVICES

The HDR team's observation and monitoring effort performed under construction contracts shall not relieve the construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. The HDR team shall not control or have charge of, and shall not be responsible for construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. The HDR team shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project.

DRAWING LIST

A drawing list/sheet count by design phase and final sheet count has been estimated and can be provided upon request. The number and scale of drawings will change and evolve along with the project.

SUBCONSULTANTS

HDR will utilize BFW Engineering & Testing as our primary subconsultant for this project. Additional subconsultants may be required for specialty design or other work as dictated by project needs. These will be reviewed with the COP prior to the implementation of their work.

ORDINANCE NO. 2022 ____ - _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SHORT FORM AGREEMENT WITH HDR, INC., IN THE AMOUNT OF \$2,039,500 FOR THE ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE FY19 BUILD GRANT

WHEREAS, in November, 2019, the City of Paducah was awarded the Better Utilizing Investments To Leverage Development (BUILD) Grant in the amount of \$10.4 million for construction of an excursion pier and plaza, transient dock landing improvements, and four intersection improvements and a multi-use pathway; and

WHEREAS, in September 2021 the City received MARAD (Maritime Administration) approval to being expending pre-incurred grant match funds on design and engineering; and

WHEREAS, the Engineering Department received Requests For Qualifications for professional services for engineering design and construction administration on October 26, 2021; and

WHEREAS, HDR and subcontractor BFW submitted the only Statement of Qualifications which was reviewed and found to be responsive to the Request For Qualifications; and

WHEREAS, the City now desires to enter into a Short Form Agreement with HDR, Inc. for engineering design and construction administration services for the BUILD FY2019 Grant.

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

SECTION 1. That the City of Paducah authorizes the Mayor to execute Short Form Agreement with HDR, Inc., in the amount of \$2,039,500, for the engineering design and construction administration services for the BUILD FY2019 Grant.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, March 8, 2022

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

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Agenda Action Form

Paducah City Commission

Meeting Date: March 22, 2022

Short Title: Consensual annexation of 185 Lion's Den Lane - **J SOMMER**

Category: Ordinance

Staff Work By: Josh Sommer, Nicholas Hutchison

Presentation By: Josh Sommer

Background Information: The property owners of 185 Lion's Den Lane, Ms. Nicole Martinez-Griffin and Mr. Chris Griffin, have requested annexation into the City limits of Paducah. Currently there is a metal building on the property that is non-conforming in McCracken County. The Petitioners' wish to utilize the building to move Tenacity Training, which is a gym, into the building. Upon annexation, the Planning staff would propose a B-1, Convenience & Service Zone, designation for the property. The rezoning request would be heard before the Paducah Planning Commission and would become effective 21 days after their recommendation unless a petitioner requests the rezoning case be heard before the City Commission. The Petitioners would like to expand the building upon annexation and rezoning.

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

If yes, please list the Commission Priority: Annexation Priority.

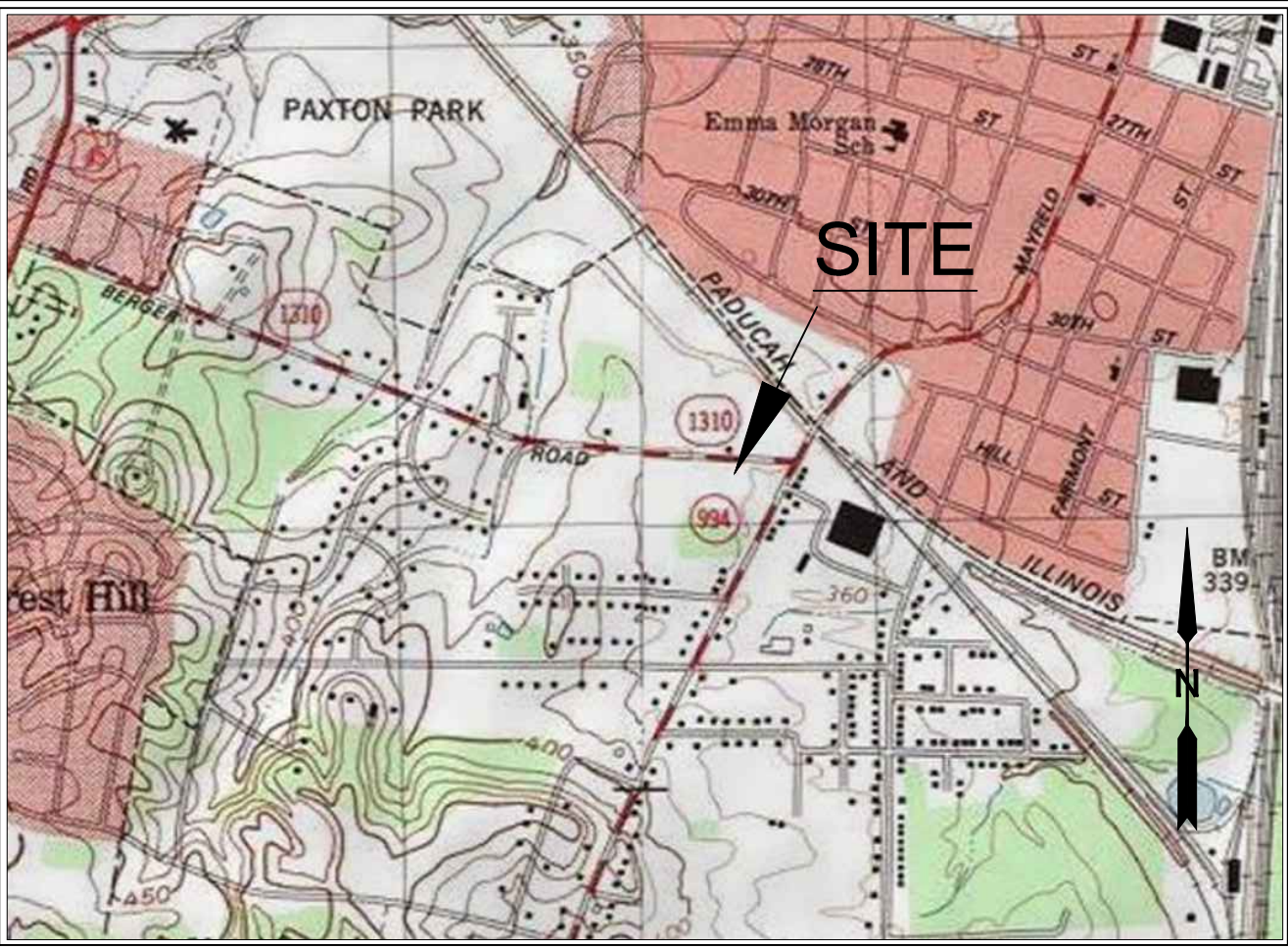
Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Staff recommends approval

Attachments:

1. ANNEXATION PLAT LIONS DEN LANE
2. LEGAL DESCRIPTION- LIONS DEN ANNEXATION
3. Signed annexation letter
4. ORD - Annex - Consensual 185 Lion's Den Lane



GENERAL NOTES

THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY TO OBTAIN AND SHOW RIGHTS OF WAY, EASEMENTS, AND RESTRICTIONS PERTAINING TO THIS PROPERTY, HOWEVER THIS SURVEY IS SUBJECT TO THE FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.

SURVEYOR'S CERTIFICATE

THIS PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION
IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS BY
THE METHOD OF RANDOM TRAVERSE WITH SIDESHOTS HAVING AN
UNADJUSTED CLOSURE RATIO OF 1:31.742 WITH NO
ADJUSTMENT OF THE ANGULAR AND LINEAR DIMENSIONS HEREON
INDICATED, FOR AN URBAN SURVEY AS DEFINED BY THE MINIMUM
STANDARDS OF PRACTICE FOR LAND SURVEYING IN KENTUCKY,
THE INFORMATION SHOWN BY THIS PLAT BEING TRUE AND
ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE OF SIGNATURE _____

KENTUCKY PROFESSIONAL LAND SURVEYOR #3732

OWNERS CERTIFICATE

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

OWNER _____ DATE _____

OWNER _____ DATE _____

CERTIFICATE OF RECORDING

"STATE OF KENTUCKY, COUNTY OF McCRACKEN"

I, _____, CLERK FOR THE COUNTY AND STATE AFORESAID DO
HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND
THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATE IN MY OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS THE _____ DAY OF _____, 20____

BY _____ DC

CLERK

RECORDED IN PLAT SECTION _____ PAGE _____

CERTIFICATE OF ACKNOWLEDGMENT

I, _____, A NOTARY PUBLIC IN AND FOR THE STATE
AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY
WAS THIS DAY PRESENTED TO ME BY _____, KNOWN TO ME,
TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH
WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, _____

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, _____

ANNEXATION PLAT

PROPERTY OF:
HOLLOWAY INVESTMENT PROPERTIES LLC
LOCATED AT 185 LIONS DEN LANE
PADUCAH, McCRACKEN COUNTY, KENTUCKY

PROJECT NO. : 22002

DATE: 2/24/2022

DRAWN BY: DG

CHECKED BY: HF

REV.	DESCRIPTION
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SHEET

Sheet

1

I

OF 1



SITEWORX SURVEY & DESIGN, LLC

124 SOUTH 31ST STREET, PADUCAH, KY 42001

(270) 443-8491 FAX (270) 443-8494

LEGAL DESCRIPTION

OF

4.639 ACRES

TO BE ANNEXED

Lying along Berger Road (Kentucky Highway 1310) and being part of said Berger Road and all of the Holloway Investments Properties, LLC property recorded in Deed Book 1429, page 626 and shown as Tract "B1-A" on Plat Book "L", page 1874, McCracken County Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap 1955 in the South right-of-way line of Berger Road at its intersection with the East right-of-way line of Lions Den Lane; THENCE FROM SAID POINT OF BEGINNING N 7°25'01" E with the East right-of-way line projected Northeastwardly of said Lions Den Lane 54.42 feet to a point in the North right-of-way line of said Berger Road and the South line of Magnolia View Subdivision recorded in Plat Section "M", page 1347; thence S 84°33'35" E with the North right-of-way line of said Berger Road and passing an existing 6" diameter concrete monument with cap 3732 at 12.62 feet for a total distance of 34.28 feet to an existing ½" rebar with cap 2105 at the Southeast corner of said Magnolia View Subdivision per Plat Section "M", page 1347 and at a corner to the Corporate limits to the City of Paducah; thence S 84°33'35" E and continuing with the North right-of-way line of said Berger Road and the Corporate Limits to said City of Paducah and Paducah Corporate limits line projected Southeastwardly 381.47 feet to a point at its intersection with the East line projected Northeastwardly of the Holloway Investment Properties LLC property per Deed Book 1429, page 626; thence S 5°12'04" W with the East line projected Northeastwardly to said Holloway Investment Properties LLC property 51.97 feet to an existing ½" rebar with cap 1955 at the Northeast corner thereof; thence S 5°12'04" W with the East line of said Holloway Investment Properties LLC property per Deed Book 1429, page 626 and passing an existing ½" rebar with cap 1955 at 373.93 feet for a total distance of 410.68 feet to an existing ½" rebar at the Southeast corner thereof; thence Westwardly with the South line of said Holloway Investment Properties LLC property for the following 2 calls: N 87°46'25" W 126.68 feet to an existing ½" rebar; and S 53°53'20" W 24.78 feet to a ½" rebar with cap 3732 set in the Northerly right-of-way line of Lions Den Lane as shown on Plat Section "L", page 1874; thence Westwardly and Northwardly with the right-of-way of said Lions Den Lane for the following 5 calls: Northwestwardly with a curve to the left having a radius of 50 feet (a chord being N 79°40'25" W 98.93 feet) an arc distance of 142.42 feet to an existing ½" rebar at the end of said curve and the beginning of a curve to the right having a radius of 20.00 feet; Southwestwardly with said curve to the right (a chord being S 55°34'37" W 24.08 feet) an arc distance of 25.85 feet to an existing ½" rebar with cap 3445 at the end of said curve; N 88°16'11" W 132.60 feet to an existing ½" rebar with cap 1955; N 52°30'28" W 46.89 feet to an existing ½" rebar with cap 1955; and N 7°25'01" E 422.76 feet to the Point of Beginning and containing 4.639 Acres as shown on "Annexation Plat for Holloway Investment Properties LLC" prepared by Siteworx Survey & Design LLC dated February 24, 2022.

Request for Consensual Annexation

Joshua P. Sommer, AICP
Senior Planner
City of Paducah

City of Paducah, Josh Sommer,

We, Nicole Martinez (Griffin) and Chris Griffin would like to request consensual annexation of 185 Lions Den Rd, Paducah, KY 42003 into the City of Paducah and the desire to change the zone to B-1 Convenience & Service Zone. We would relocate Tenacity Training to this location.

Thank you so much for the consideration.

Nicole Martinez (Griffin) & Chris Griffin

Handwritten signatures of Nicole Martinez (Griffin) and Chris Griffin in blue ink. The signature of Nicole Martinez (Griffin) is written above the signature of Chris Griffin.

ORDINANCE NO. 2022-____ - _____

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 DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS

WHEREAS, the property, approximately 4.639 acres of land located at 185 Lion's Den Lane, is contiguous to the boundaries of the City of Paducah and particularly and accurately set out in the legal description below; and

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

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

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

WHEREAS, the owners of said property, Ms. Nicole Martinez-Griffin and Mr. Chris Griffin, have requested said consensual annexation in writing to the Board of Commissioners; and

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

WHEREAS, the City of Paducah now wishes to enact a single ordinance annexing the land described herein.

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

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

LEGAL DESCRIPTION
OF
4.639 ACRES
TO BE ANNEXED

Lying along Berger Road (Kentucky Highway 1310) and being part of said Berger Road and all of the Holloway Investments Properties, LLC property recorded in Deed Book 1429, page 626 and shown as Tract "B1-A" on Plat Book "L", page 1874, McCracken County Clerk's office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap 1955 in the South right-of-way line of Berger Road at its intersection with the East right-of-way line of Lions Den Lane; THENCE FROM SAID POINT OF BEGINNING N 7°25'01" E with the East right-of-way line

projected Northeastwardly of said Lions Den Lane 54.42 feet to a point in the North right-of-way line of said Berger Road and the South line of Magnolia View Subdivision recorded in Plat Section "M", page 1347; thence S 84°33'35" E with the North right-of-way line of said Berger Road and passing an existing 6" diameter concrete monument with cap 3732 at 12.62 feet for a total distance of 34.28 feet to an existing ½" rebar with cap 2105 at the Southeast corner of said Magnolia View Subdivision per Plat Section "M", page 1347 and at a corner to the Corporate limits to the City of Paducah; thence S 84°33'35" E and continuing with the North right-of-way line of said Berger Road and the Corporate Limits to said City of Paducah and Paducah Corporate limits line projected Southeastwardly 381.47 feet to a point at its intersection with the East line projected Northeastwardly of the Holloway Investment Properties LLC property per Deed Book 1429, page 626; thence S 5°12'04" W with the East line projected Northeastwardly to said Holloway Investment Properties LLC property 51.97 feet to an existing ½" rebar with cap 1955 at the Northeast corner thereof; thence S 5°12'04" W with the East line of said Holloway Investment Properties LLC property per Deed Book 1429, page 626 and passing an existing ½" rebar with cap 1955 at 373.93 feet for a total distance of 410.68 feet to an existing ½" rebar at the Southeast corner thereof; thence Westwardly with the South line of said Holloway Investment Properties LLC property for the following 2 calls: N 87°46'25" W 126.68 feet to an existing ½" rebar; and S 53°53'20" W 24.78 feet to a ½" rebar with cap 3732 set in the Northerly right-of-way line of Lions Den Lane as shown on Plat Section "L", page 1874; thence Westwardly and Northwardly with the right-of-way of said Lions Den Lane for the following 5 calls: Northwestwardly with a curve to the left having a radius of 50 feet (a chord being N 79°40'25" W 98.93 feet) an arc distance of 142.42 feet to an existing ½" rebar at the end of said curve and the beginning of a curve to the right having a radius of 20.00 feet; Southwestwardly with said curve to the right (a chord being S 55°34'37" W 24.08 feet) an arc distance of 25.85 feet to an existing ½" rebar with cap 3445 at the end of said curve; N 88°16'11" W 132.60 feet to an existing ½" rebar with cap 1955; N 52°30'28" W 46.89 feet to an existing ½" rebar with cap 1955; and N 7°25'01" E 422.76 feet to the Point of Beginning and containing 4.639 Acres as shown on "Annexation Plat for Holloway Investment Properties LLC" prepared by Siteworx Survey & Design LLC dated February 24, 2022.

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

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, March 8, 2022

Adopted by the Board of Commissioners, _____

Recorded by Paducah City Clerk, _____

Published by The Paducah Sun, _____

ORD\Plan\Annex – Consensual 185 Lion’s Den Lane

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of Ordinance _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____, 2022.

WITNESS, my hand and seal of the City of Paducah, this _____ day of _____, 2022.

Lindsay Parish, City Clerk

Agenda Action Form

Paducah City Commission

Meeting Date: March 22, 2022

Short Title: Zoning Text Amendments - **J SOMMER**

Category: Ordinance

Staff Work By: Josh Sommer, Nicholas Hutchison

Presentation By: Josh Sommer

Background Information: Zoning Text Amendments for Definitions, Planned unit development, Qualified manufactured homes, Awnings & canopies, Cryptocurrency mining, accessory dwelling unit (ADU), Medium Density Residential Zone, R-3 and Light Industrial Zone, M-1

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

If yes, please list the Commission Priority: These text amendments align with the Southside enhancements, Housing and Annexation/ Planned Growth.

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Staff recommends approval

Attachments:

1. ORD Zoning Code Update 2022
2. Signed Resolution Zoning Text Amendments



TEXT AMENDMENT PADUCAH CITY COMMISSION

CASE NO.	TXT2022-0001
TITLES	126-3 Definitions, 126-70 Planned unit development, 126-79 Qualified manufactured homes; 126-85 Awnings & Canopies; 126-97 Cryptocurrency Mining; 126-98 Accessory dwelling unit (ADU); 126-104 Medium Density Residential Zone, R-3; 126-110 Light Industrial Zone, M-1
DESCRIPTION	Text change to provide for: • Definition for towing and wrecker services, single-family & two-family dwellings. • Staff approval of site plans in Planned Unit Developments that meet the requirements of the underlying zone and simplifying and shortening the development review procedure. • Bring the requirements for qualified manufactured homes into compliance with KRS 100.348 and establishing deed requirements thereto. • Changing the Department of Inspection to the Fire Prevention Division for the issuance of awing or canopy permits. • Establish regulations for locations and performance standards for cryptocurrency mining. • Establish regulations for locations and performance standards for accessory dwelling units. • Minor text amendments in the Medium Density Residential Zone for easier readability. • Allowing towing and wrecker services as a principal permitted use in the M-1 Light Industrial Zone.

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 has forwarded a positive recommendation to the City Commission for the adoption of the following text amendments on March 7, 2022.

CONSIDERATIONS

Section 126-3 contains the definitions for the Paducah Zoning Ordinance. Towing and wrecker services have not been defined. This text amendment will provide a definition for use later in the Zoning Ordinance for permitted placement. To prevent the placement and use of substandard structures such as storage sheds and campers as single-family or two-family

residential structures, performance standards have been introduced into the definition of these two items. Substandard structures tend to have a deleterious effect on the surrounding neighborhood and keeps neighborhoods in decline. This proposed change is intended to have a positive effect on property values, including in the Northside and Southside neighborhoods.

Most of Paducah's Planned Unit Development's were established in the 50's through the 80's. Many are built out with buildings, roads, utilities and other infrastructure. Currently, all Planned Unit Development proposals go to the Planning Commission for review and approval, even if the requirements of the underlying zone are met. Since January 1, 2009; 18 PUD proposals have been heard before the Planning Commission. One was approved with modifications and the rest were approved entirely or with minor comments. This text amendment will give Planning staff the ability to approve proposals in Planned Unit Developments that meet the underlying zoning classification's standards. Proposals that do not meet the standards will still come before the Planning Commission at a public hearing. For proposals that do meet the underlying standards, approximately a month of review time will be saved. Further, staff is proposing removing the minimum area requirements for PUDs. This would give developers greater flexibility to develop residential, commercial and industrial projects on smaller tracts of land in order to save development costs, infrastructure extensions and construction expenses. An area such as the Southside could benefit from a developer proposing a PUD, which would increase population, provide overall density in the City and support housing choice. Staff is also proposing to remove the preliminary/ final steps in the approval of a PUD to save a developer at least a month in development review time. The cities of Hopkinsville, Bowling Green and Owensboro all utilize a one-step PUD development procedure.

Currently the Zoning Ordinance does not reflect all the standards adopted by KRS 100.348 as it relates to qualified manufactured homes. This KRS was adopted in 2003 to allow manufactured homes that meet certain standards "i.e. qualified manufactured homes" to be permitted in residential zoning districts. Further, the City has lost density over the years as property owners of manufactured homes have historically abolished any property lines they abridge. In light of an attempt to keep the City as dense as possible, Staff could permit a manufactured home to abridge a property line without it being abolished. However, a deed would need to be recorded showing the lots it abridges as Lot 1, Lot 2, etc. This measure will keep in place density and allow two homes to be located on the separate lots in the future, should the manufactured home be removed or destroyed.

Section 126-86 Awning and canopies currently references the Fire Inspection Department. This change is intended to reflect the current Fire Prevention Division.

Cryptocurrency mining has become a fast-growing land use in Paducah and McCracken County. Planning staff has developed a new section in the zoning code for locations where cryptocurrency mining can occur and performance standards as well. As proposed, a

cryptocurrency mining operation could be located in the B-3 General Business Zone, provided the building is no larger than 105,000 square feet. That figure came from the footprint of the former AmeriSource Bergen building, which is under construction for a cryptocurrency mining operation. Please note that unlike other land uses, cryptocurrency mining does not promulgate into the Highway Business Zone. This is to ensure that our highest-density commercial zone is optimized with business opportunities and job creation. Cryptocurrency mining is proposed to be permitted by right in all three industrial zones, which includes data farms as well as enclosed buildings. Cryptocurrency mining is also proposed to be permitted by right in the Planned Office Park (POP) Zone, provided screening and larger setbacks are met to protect the character and integrity of this zone.

Accessory dwelling units (ADUs) are a new land use becoming prevalent nation-wide as baby boomers tend to age in place. Accessory dwelling units are a smaller living space located on the same lot as a single-family home. These types of dwellings can be used by elderly and disabled relatives to have independent living while in close proximity to their family and caregivers. Also, older children can utilize an ADU for independent living as well. Lastly, ADU's can be a source of income for the individual and provide business license and transient room funding to the City if utilized as a short-term rental. ADUs help to promote density inside the City limits. ADUs are proposed in any zone in the City, but setbacks must be met; along with other performance standards.

Minor changers are proposed in the R-3 Medium Residential Zone to provide for easier readability.

The M-1 Light Industrial Zone is proposed to allow towing and wrecking services as a principal use in this zone, which would promulgate through the M-2 (Heavy Industrial) and M-3 (High Density Industrial) Zones. Due to the nature of this type of business, which often includes impounded and wrecked vehicles, staff proposes this type of use is appropriate in an industrial zone, which allows outside storage.

TEXT AMENDMENT

The proposed amendment is as follows:

Sec. 126-3 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Accessory building means a subordinate building located on the same lot as a principal building, or a subordinate use of land, either of which is customarily incidental to the principal building or to the principal use of the land. Where part of the wall of an accessory building is a part of the wall of the principal building in a substantial manner as by a roof, such accessory building shall be considered as part of the principal building. Local public utility, communication, electric distribution, secondary power lines, gas lines, water lines, sewer lines, guy-wires, small

transformers, wires, cables and incidental equipment are considered accessory buildings or structures.

Alley means a permanent public service way providing a secondary means of access to abutting lands.

Arterial highway strip commercial means commercial uses which front on the designated U.S. highways in either the B-1 or the HBZ classifications.

Automobile service station means an establishment with the primary business function of the retail sale of gasoline for passenger vehicle use and the minor service and repair work incidental to the operation of passenger automobiles.

Bed and breakfast means an owner-managed and owner-occupied residential structure used as a lodging establishment where a room or rooms are rented on a nightly basis and in which only breakfast is included as part of the basic compensation.

Berth means the off-street area required for the receipt of, or distribution by vehicles of, material or merchandise with a fourteen (14) foot height clearance, paved with a suitable dust preventative or hard surface.

Block frontage means all the property fronting on one (1) side of a street between intersecting streets, or between a street and the terminus of a dead-end street or the City boundary, measured along the street line.

Board means the City of Paducah Board of Adjustment.

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

Building area means the maximum horizontal projected area of a principal or accessory building, excluding open steps, terraces, unenclosed porches not exceeding one (1) story in height or architectural appurtenances projecting not more than two (2) feet.

Building, detached, means a building having no party wall in common or structural connection with another building.

Building, front line of, means the line of the face of the building nearest the front lot line.

Building, height of, means the vertical distance from the average contact ground level at the front wall of a building to the highest point of the coping of a flat roof, to the deck line of a mansard roof or to the mean height level between eaves and ridges for gable & hip or gambrel roofs.

Building line means the line nearest the front and across a lot establishing the minimum open space to be provided between the front line of a building or structure and the front lot line.

Building, nonconforming, means a legally existing building which fails to comply with the regulations set forth in this chapter applicable to the zone in which the building is located.

Building, principal, means a building in which is conducted the main or principal use of the lot on which said building is situated.

Building, semidetached, means a building having one (1) party wall in common with an adjacent building.

Business means the engaging in the purchase, sale, barter or exchange of goods, wares, merchandise or service; the maintenance or operation of offices, or recreational and amusement enterprises.

Carport means a structure consisting of a roof and either walls or columns for the purpose of housing automotive vehicles and other chattels. Said structure shall be considered a building.

Cemetery means land used for the burial of the dead and dedicated for cemetery purposes, including columbariums, crematories, mausoleums and mortuaries when operated in conjunction with and within the boundary of such cemetery.

City means the City of Paducah, Kentucky.

Clinic or medical center means an establishment where patients are admitted for special study and treatment by two (2) or more licensed physicians and/or dentists and their professional associates, as distinguished from a professional office for general consultation purposes.

Commission means the City of Paducah Planning Commission.

Conditional use means a use which would not impair the public health, safety or welfare in one (1) or more zones, but which would impair the integrity and character of the zone in which it is located or in adjoining zones unless restrictions on location, size, extent and character of performance are imposed in addition to those imposed in the zoning regulations.

Conditional use permit means legal authorization to undertake a conditional use issued by the administrative official pursuant to authorization by the Board of Adjustment consisting of two (2) parts:

A statement of the factual determination by the Board of Adjustment which justifies the issuance of the permit.

A statement of the specific conditions which must be met in order for the use to be permitted.

Cottage home means a structure of not less than one hundred forty (140) square feet nor more than four hundred (400) square feet intended for use as a permanent, single-family residence. A manufactured home, mobile home, camper or recreational vehicle shall not be considered a cottage home. A single cottage home may only be placed on lots smaller than eight thousand (8,000) square feet.

County means McCracken County, Kentucky.

Courtyard means an open unoccupied space on the same lot with a building or group of buildings and bounded on three (3) or more sides by such buildings.

Development plan means written and graphic material for the provision of a development plan, including any or all of the following: location and bulk of buildings and other structures, intensity of use, density of development, streets, ways, parking facilities, signs, drainage of surface water, access points, a plan for screening or buffering, utilities, existing manmade and natural conditions, and all other conditions agreed to by the applicant.

Dwelling means a building, or portion thereof, used primarily for residential occupancy, including single-family, two-family and multi-family occupancy, but not including hotels, motels, short-term rentals (includes special event short-term rentals) or bed and breakfasts.

Dwelling, assisted care, means a building, or portion thereof, consisting of five (5) or more bedrooms, used for residential occupancy by a group. The dwelling is characterized by renters with separate bedrooms for sleeping and shared common areas for reception, recreation, living, cooking, laundry

and the like. The dwelling is further signified by the presence of an employee(s) that provides various services such as housekeeping, maintenance, cooking, security, personal care and transportation. This definition is distinguished from, and is intended not to conflict with, KRS 100.982 and 100.984.

Dwelling, multi-family, means a building, or portion thereof, used for occupancy by three (3) or more families living independently of each other.

Dwelling, single-family, means a building used for residential occupancy by one (1) family. A single-family dwelling shall be stick-built, a modular home, a qualified manufactured home or a mobile home located within a mobile home park. Structures or vehicles such as, but not limited to; storage buildings, campers, recreational vehicles, garages, barns and shipping containers shall not be utilized as a single-family dwelling.

Dwelling, two-family, means a building, or portion thereof, used for occupancy by two (2) families living independently of each other. A two-family dwelling shall be stick-built, manufactured or modular. Structures or vehicles such as, but not limited to; storage buildings, campers, recreational vehicles, garages, barns and shipping containers shall not be utilized as a two-family dwelling.

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

Educational institution means a public, parochial or private preprimary, primary, or grammar school; a high school, preparatory school or academy, that is public or founded, owned or conducted by or under the sponsorship of a religious or charitable organization; a private preparatory school or academy furnishing courses of instruction substantially equivalent to the courses offered by public high schools for preparation of admission to colleges or universities which award BA or BS degrees; a junior college or university, that is public or founded or conducted by or under the sponsorship of a religious or charitable organization or a private school when not conducted as a commercial enterprise for the profit of individual owners or stockholders. This definition shall not be deemed to include trade or business schools as defined in this section.

Effective date hereof means October 26, 1976.

Enforcement officer means the Chief Building Official of the City or designee.

Family means one (1) or more persons living as a single housekeeping unit, as distinguished from a group occupying a hotel, club, fraternity or sorority house. A family shall be deemed to include servants.

Fence means a structure consisting of wood, metal, wire, mesh, masonry or other manufactured material.

Floor area ratio (FAR) means the floor area of the building divided by the area of the lot.

Garage, private, means a detached accessory building or portion of a principal building, used for the storage of self-propelled vehicles, in which the capacity does not exceed three (3) vehicles per family housed in the building to which such garage is accessory and not more than one-third (1/3) of the total number of vehicles stored in such garage shall be commercial vehicles. Storage space for not more than three (3) vehicles may be utilized for vehicles of other than occupants of the building to which such garage is accessory.

Garage, public, means any building, except those defined as a private garage, used for the storage or care of motor vehicles, or where such vehicles are equipped for operation, repaired or kept for remuneration, hire or sale.

Ground floor area means the square foot area of a building within its largest outside dimensions computed on a horizontal plane at the ground floor level, exclusive of open porches, breezeways, terraces, garages, exterior stairways and secondary stairways.

Ground level means for buildings having walls adjoining only one (1) street, the elevation at the front lot line at the center of the wall adjoining the street; for buildings having walls adjoining more than one street, the average elevation of the front lot line at the center of all walls adjoining the streets; for buildings having no wall adjoining the street, the average level of the ground adjacent to the exterior walls of the building. Any wall approximately parallel to and not more than five (5) feet from a street is to be considered as adjoining the street.

Heliport means a facility for helicopters to take off and land.

Home occupation means any use conducted entirely within a residential dwelling and carried on solely by the occupants thereof, which use is clearly incidental and secondary to the use of the dwelling purposes and does not change the character thereof, and in connection with which there is no display, no stock in trade or outside storage of equipment nor commodity sold upon the premises and not more than two (2) persons are to engage in such occupation. In no event shall a barbershop, beauty shop, tearoom, bed and breakfast or animal hospital be construed to be a home occupation.

Hospital means a sanitarium, preventorium or clinic, provided such institution is operated by, or treatment given under, the direct supervision of a physician licensed to practice by the State of Kentucky.

Hotel or motel means a building, or portion thereof, or group of buildings in which lodging is provided and offered to the public for compensation and which is open to transient guests, in contradistinction to a lodging house.

Industrial, heavy, means those industries whose processing of products result in the emission of any atmospheric pollutant, light flashes, glare, odor, noise or vibration which may be heard and/or felt off the premises, and those industries which constitute a fire or explosion hazard.

Industry, light, means those industries whose processing of products results in none of the conditions described for heavy industry.

Ingress/ egress easement means an open, unoccupied, officially designated space other than a street or alley, permanently reserved for use as a means of access to abutting property.

Junkyard means any place at which personal property is, or may be salvaged, for reuse, resale, reduction or similar disposition and is owned, possessed, collected, accumulated, dismantled or sorted, including, but not limited to; use of salvaged base metal or metals, their compounds or combinations; or used or salvaged rope, bags, paper, rags, glass, rubber, lumber, millwork, brick and similar property which are used, owned or possessed for the purpose of wrecking or salvaging parts therefrom.

Kennel means any lot or premises on which dogs or small animals are kept for commercial or sale purposes. A non-commercial kennel at, in or adjoining a private residence where hunting or other dogs are kept for the hobby of the householder (i.e., hunting, tracking or exhibiting) or for guarding

or protecting the householder's property is permitted in residential zones, provided that such dogs or small animals do not constitute a nuisance to the neighborhood.

Lodging house means a building with more than two (2) but not more than five (5) guest rooms where lodging with or without meals is provided for compensation for a period of time not to exceed six (6) months for each guest.

Lot means a piece, parcel, plot, tract or area of land occupied or capable of being occupied by one (1) principal building and the accessory buildings or uses customarily incidental to it, and including the open spaces required under this chapter, and having its principal frontage on a street or ingress/egress easement.

Lot, corner, means a lot at a junction of, and fronting on, two (2) or more intersecting streets.

Lot coverage means the percentage of the lot area covered by the building area.

Lot, interior, means a lot other than a corner or through lot.

Lot line, front, means, in the case of an interior lot; a line separating the lot from the street or ingress/egress easement and, in the case of a corner lot; the line designated by deed, plat or subdivision requirements.

Lot line, rear, means a lot line which is opposite and most distant from the front lot line and, in the case of an irregular or triangular shaped lot; a line ten (10) feet in length within the lot, parallel to and at the maximum distance from the front lot line.

Lot line, side, means any lot boundary line not a front lot line or a rear lot line.

Lot, through, means a lot having frontage on two (2) parallel or approximately parallel streets.

Lot width means the dimension of a lot at the building setback line.

Manufactured home means a single-family dwelling unit constructed in accordance with the National Manufactured Housing Construction and Safety Standards Act of 1974, as amended, and manufactured after June 15, 1976, which is designed to be transported across streets and highways to a point of use, and is equipped with the necessary service connections, and includes the plumbing, heating, air conditioning and electrical systems contained therein, and made so as to be readily movable as a unit.

Mobile home means any vehicle, including the equipment sold as a part of a vehicle, which is so constructed as to permit its being used as a conveyance upon public streets or highways by either self-propelled or non-self-propelled means, which is designed, constructed or reconstructed, or added to by means of an enclosed addition or room, in such a manner as will permit the occupancy thereof as a dwelling or sleeping place for one (1) or more persons, which is both used and occupied as a dwelling or sleeping place, having no foundation other than wheels, jacks, skirting or other temporary supports.

Mobile home park means an area of land upon which two (2) or more mobile homes are harbored for the purpose of being occupied either free of charge or for revenue purposes and shall include any building, structure, vehicle or enclosure used or intended for use as a part of the equipment of such mobile home park.

Nursing home means an establishment which provides full-time convalescent or chronic care, or both, for four (4) or more individuals who are not related by blood or marriage to the operator and who,

by reason of chronic illness or infirmity, are unable to care for themselves. Neither care for the acutely ill nor surgical or obstetrical services shall be provided in such a home. A hospital or sanatorium shall not be construed to be included in this definition.

Parking area, public, means an open off-street area, designed for use or used for the temporary parking of motor vehicles when available for public use, whether free or for compensation or as an accommodation for clients or customers.

Parking space (off-street) means an off-street space accessible from a street, alley or ingress/ egress easement with a minimum width of nine (9) or ten (10) feet, depending on land use. The minimum length of such space shall be contingent upon the degree or angle of the space and the maneuverability area required. As a guide to establishing a minimum length, the Commission shall refer to Illustration No. 1 in the appendix immediately following this chapter.

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

Personal and convenience services means a business offering services such as barbershops, beauty shops, laundromats, laundry and dry-cleaning pickup and delivery stations (but excluding actual laundry operations) and similar uses.

Planting screen or landscape screen means a completely planted visual barrier composed of evergreen plants and trees arranged to form both a low-level and a high-level screen. The high-level screen shall consist of evergreen trees or shrubs planted with specimens having an initial height above ground when planted of not less than five (5) feet and planted at intervals of not more than eight (8) feet on-center. The low-level screen shall consist of evergreen shrubs having an initial height above ground when planted of not less than two (2) feet and spaced at intervals of not more than four (4) feet on-center. The low-level screen shall be planted in alternating rows to produce a more effective barrier.

Professional office means offices of members of recognized professions such as physicians, surgeons, lawyers, engineers, dentists and architects.

Retaining wall means a physical barrier necessary to prevent the erosion and/or deterioration of an established elevation.

Short-term rental means a dwelling or room that is rented, leased or assigned for a tenancy for less than thirty (30) consecutive days in duration and where no meals are served or provided by the host to any guest. A short-term rental may be owner occupied or non-owner occupied.

Short-term rental, special event, means a dwelling or room that is rented, leased or assigned for a tenancy for less than seven (7) days a year and where no meals are served or provided by the host to any guest. A special event short-term rental may be owner occupied or non-owner occupied. There shall be a maximum of two (2) permits issued a year.

Sight triangle means a triangular space at the street corner of a corner lot, free from any kind of obstruction to vision between the heights of two and one-half (2 ½) and twelve (12) feet above established grade, determined by a diagonal line connecting two (2) points measured fifteen (15) feet equidistant from the street right-of-way corner along each property line.

Street means a right-of-way, other than an alley or ingress/ egress easement, dedicated or otherwise legally established for public use, usually affording the principal means of access to abutting property.

Structural alteration means any change in the supporting members of a building, such as bearing walls, partitions, columns, beams or girders; or any substantial change in the exterior walls or the roof.

Structure means anything constructed or made, the use of which requires permanent location in or on the ground or attachment to something having a permanent location in or on the ground including, buildings and signs.

Towing or wrecker service means a person engaged in the business, or offering the services of, a vehicle towing or wrecker service, whereby motor vehicles are towed or otherwise removed from the place where they are parked or disabled by use of a truck, automobile or other vehicle so adapted to that purpose, or in the business of storing operable or disabled motor vehicles.

Trade or business school means a secretarial school or college; or business school or college, that is not public and not owned or conducted by or under the sponsorship of a religious or charitable organization; or a school conducted as a commercial enterprise for teaching instrumental music, dancing, barbering or hairdressing, or for teaching industrial skills in which machinery is employed as a means of instruction. This definition shall not be deemed to include an educational institution as defined in this section.

Use means the employment or occupation of a building, structure or land for a person's service, benefit or enjoyment.

Use, nonconforming, means an existing use of land or building which was legal prior to the effective date hereof, but which fails to comply with the requirements set forth in this chapter applicable to the zone in which such use is located.

Use, open, means the use of a lot without a building or including a building incidental to the open use with a ground floor area equal to five (5) percent or less of the area of the lot.

Variance, dimensional, means departure from the terms of the zoning regulations pertaining to height or width of structures and size of yard and open spaces where such departure will not be contrary to the public interest, and where, owing to conditions peculiar to the property because of its size, shape or topography, and not as a result of the action of the applicant, the literal enforcement of the zoning regulations would result in unnecessary and undue hardship.

Yard means a space on the same lot with a principal building that is open and unoccupied other than by steps, walks, terraces, driveways, lampposts and similar appurtenances, and unobstructed by structures, except as otherwise provided in this chapter.

Yard, front, means a yard extending across the full width of the lot, between two (2) side lot lines, the depth of which is the least distance between the street right-of-way and the building line.

Yard, rear, means a yard extending across the full width of the lot between the two (2) side lot lines and between the rear line and a line parallel to, and coexisting with, the rear of the principal building.

Yard, side, means a yard bounded by the rear yard, the front yard, the side lot line and the principal building.

Zoning map means the official zoning map of the City.

The purpose of this section is to establish a more flexible procedure for the approval, ~~by the Commission,~~ of development plans ~~for large tracts of land and~~ to encourage proper design by providing for the submission of such development plans by prospective developers. Tracts of land, ~~as herein described, to be used for residential, commercial or industrial zone purposes, or certain combinations thereof,~~ may be developed as a unit according to the following provisions:

(1) *Land deemed one (1) lot.* Any parcel of land including any interior ~~street (or streets)~~ streets which is designed ~~as~~ and used for a planned unit development may be deemed to be one (1) lot.

~~(2) Area requirements. In order that a tract be considered a planned unit development it must contain at least:~~

~~a. Two (2) acres if used for residential purposes only in an R-2 zone; three (3) acres if used for a combination of residential and business uses or business uses exclusively in an R-3 or R-4 zone.~~

~~b. Six (6) acres if used for residential purposes in an R-1 or R-2 zone; eight (8) acres if used for a combination of residential and business uses in an R-1 or R-2 zone.~~

~~c. Three (3) acres if used for a combination of residential and business uses in a POP, B-1, B-3 or HBD zone and six (6) acres if used for business purposes only in a POP, B-1, B-3 or HBD zone.~~

~~d. Ten (10) acres if used for industrial purposes in an industrial zone; fifteen (15) acres if used for a combination of uses within an industrial zone; however, if used for commercial purposes only in an M-1 or M-2 zone there shall be a minimum of five (5) acres.~~

(3 2) *Applicability of zoning provisions.* In any planned unit development, although it is permissible to depart from literal conformance with the individual lot dimension and area provisions, there shall be no decrease in the total equivalent lot area, parking area, and loading-/unloading area provisions that would be necessary for the equivalent amount of individual lot development. The Planning Commission may allow reductions in these provisions, ~~however,~~ upon proof by the developer that efficiencies of large-scale development may permit such reductions without destroying the intent of this ~~article~~ Article.

(4 3) *Application requirements and preliminary plans.*

a. An application for the establishment of a planned unit development shall be filed with the Department of Planning and Zoning Administrator ~~ten (10) twenty-one (21)~~ days prior to the meeting at which it is to be acted on and shall ~~be accompanied by 12 copies of a preliminary development plan containing~~ contain the following information:

1. The proposed name and location of the PUD, ~~and names and addresses of all adjacent property owners and owners of the proposed PUD;~~

2. The names and address of all adjacent property owners and owners of the proposed PUD;

23. Vicinity map;

34. A complete and accurate legal description of the proposed PUD property;

45. A tabulation of the total acreage of the site designated for various uses (i.e., parking, all structures, residential or commercial areas, streets, parks, ~~or~~ playgrounds, etc.);

56. Location of all structures in the PUD and proposed building densities (units per acre);

67. Preliminary Major or minor subdivision plat, if the site is being subdivided, ~~showing layout of all lots, which shall comply with the subdivision regulations;~~

~~78.~~ Proposed circulation pattern, including private and public streets;

~~89.~~ Parking layout with two (2) spaces per dwelling unit.

~~10. Detailed landscaping plans, including and designating the type of buffer or landscape screens placed between abrupt changes of land use.~~

~~11. Detailed engineering plans or final subdivision plat showing site grading, street improvements, drainage and public utility locations.~~

~~12. Other conditions as applicable to the planned unit development.~~

~~13. Covenants and any other agreements concerning construction, operation and administration of the area such as green areas, housing corporations, etc.~~

~~b. In addition to the standards for development as outlined above, the Commission shall also require all access points to the same arterial streets to be located no more frequently than three hundred thirty (330) feet. Access points to the same arterial street shall be at least three hundred thirty (330) feet apart.~~

~~(5 4) Procedure for approval; hearing; submission of final plans; time limit for commencement of construction.~~

~~a. Upon receipt of an application and site plan of the proposed development, the Planning Commission shall hold a public hearing as set out in KRS ch. 100. The Planning Commission may approve, in concept, the preliminary development plans and shall have the authority to attach conditions to said plans to ensure that there is no departure from the intent of this article Article. Failure to submit a final development plan for Planning Commission approval within one (1) year of approval of preliminary plans shall terminate all proceedings and render the preliminary plans null and void.~~

~~b. Twelve copies of the final development plans shall be submitted to the Planning and Zoning Administrator for submission to the Planning Commission and shall include the following:~~

~~1. All those requirements designated for submission with the preliminary plans;~~

~~2. Detailed landscaping plans, including and designating type of buffer or landscape screens placed between abrupt changes of land uses;~~

~~3. Detailed engineering plans or final subdivision plat showing site grading, street improvements, drainage and public utility locations;~~

~~4. Other conditions as applicable to the planned unit development;~~

~~5. Covenants, and any other agreements concerning construction, operation and administration of the area such as green areas, housing corporations, etc.~~

~~e b.~~ Upon approval of all the above by the Planning Commission, building permits may be issued by the ~~Building Inspector~~ Fire Prevention Division provided all conditions have been met.

~~d c.~~ Construction shall be initiated within one (1) year from the date of ~~final~~ approval by the Planning Commission ~~of the PUD~~. The Planning Commission may, ~~however~~, grant an extension to the ~~applicant petitioner~~, provided that:

1. A formal written request for the extension is presented to the Planning Commission at least ninety (90) days prior to the deadline; and

2. The written request explains the reasons that construction was not initiated within the time allotted. The Planning Commission shall ~~review the original application and final development plans and shall~~ inform the ~~requestor petitioner~~ of ~~it's~~ the final decision within ~~thirty-one (31)~~ 31 days from the receipt of the request.

~~e d.~~ If the PUD is developed in stages, the total area will be reviewed at the public hearing and each successive stage shall be approved according to subsection (5) b of this section ~~as it is submitted~~.

~~f e.~~ The site of the approved PUD shall be marked on the official zoning map of the City.

(5) Staff approval. In the event a proposal conforms with the requirements of the underlying zone, staff may approve said proposal in accordance all applicable ordinances and site plan requirements.

Sec. 126-79. Qualified manufactured homes ~~Manufactured homes and mobile homes~~.

Qualified manufactured ~~Manufactured and mobile~~ homes are permitted in the R-2, R-3 and R-4 ~~districts~~ Zones for single-family residential purposes with the following provisions which shall be made prior to occupancy ~~(except as noted herein):~~. Qualified manufactured homes shall be subject to the zone requirements for single-family residential structures in addition to the following:

- (1) Manufactured ~~and mobile~~ homes must be a qualified manufactured home that meets the following criteria:
 - a. Is manufactured on or after July 15, 2002.
 - b. Is affixed to a permanent foundation, ~~and~~ 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.
 2. Constructed of concrete ~~with continuous masonry skirting/screening system~~.
 3. Placed at a depth below grade adequate to prevent frost damage.
 - 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 must be oriented on the lot or parcel so that its main entrance door faces the street.
 - e. Is not located in a manufactured home land-lease community. Manufactured homes in a land-lease community shall comply with section ~~126-70~~ 126-69.
 - f. The structure is compatible, in terms of assessed value, with single-family housing stock located within a ~~one-eighth-mile~~ 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.
- b. The roof pitch shall be within two inches of rise as other housing stock but in no case shall be less than 3:12.
- c. The exterior finishing materials shall be consistent with other housing stock.

~~The compatibility standards must 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-mile or less radius from the proposed located of the qualified manufactured home. The compatibility standards shall relate to architectural features that have a significant impact on the overall assessed value of the structure, including but not limited to:~~

- a. ~~Square foot of livable space.~~
- b. ~~The roof pitch and materials.~~
- c. ~~Type of siding (brick, stucco, vinyl, etc.).~~
- d. ~~Screening/skirting system.~~
- e. ~~Existence and type of structures.~~
- f. ~~Documentation of compatibility shall be submitted to the Department of Inspection with the Building Permit Application. The Zoning Administrator shall make the final compatibility determination.~~

(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.

(4 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 roofing system roof pitched at least three (3) inches of rise over twelve (12) inches of run, covered with shingles, ribbed metal or standing seam metal. ~~(wood, asphalt or fiberglass) or other HUD factory approved materials. Corrugated metal, corrugated fiberglass, or rolled roofing materials are not allowed in retrofitted structures. Deck and pre-manufactured carport roofs are exempt.~~
- b. The structure shall be sided with wood, aluminum, or vinyl, brick or stucco insofar as it has a shingled or horizontal clapboard appearance; or brick; or stucco.
- c. ~~Permanent steps attached to the structure may not encroach into any required yard setback line.~~

(5) ~~(7)~~ A minimum of two off-street parking spaces. Design shall be per section 126-71. Improvements must be made within six (6) months of occupancy. One (1) qualified manufactured home shall be located on one (1) lot. However, if a qualified manufactured home is proposed to abridge one 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 within three (3) months of application 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 the following 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.

Sec. 126-85. Awnings & ~~Canopies~~ and canopies.

- (a) Awnings/canopies shall be permitted in all zoning districts within the City of Paducah subject to the following requirements.
- (b) Awnings/canopies on private property.
- (c) Awnings/canopies over public areas.
- (d) Application. No awnings/canopies, except as specifically exempted herein, shall be displayed, erected, relocated or altered until a permit has been issued by the Department of Inspection Fire Prevention Division. An application for a permit shall include, but shall not be limited to the following:
 - (1) A completed application form.
 - (2) A site plan and/or building elevations drawn to scale showing the locations of the proposed location of the awnings/canopies on the lot and/or building, including setbacks.
 - (3) Detailed awning information including type of construction, method of installation and or erecting and other similar information.

Sec. 126-97. Cryptocurrency mining.

This activity typically involves the solving of algorithms as part of the development and maintenance of a blockchain which is a type of distributed ledger maintained on a peer-to-peer network. Typical physical characteristics of cryptocurrency mining include specialized computer hardware for mining operations as well as equipment to cool the hardware and operating space. For the purposes of the associated regulations, cryptocurrency mining does not include the exchange of cryptocurrency nor does it encompass the use, creation or maintenance of all types of peer-to-peer distributed ledgers.

(1) Definitions.

- (a) Blockchain. A system in which a record of transactions made in a cryptocurrency are maintained across several computers that are linked in a peer-to-peer network.
- (b) Cryptocurrency. A digital currency in which transactions are verified and records maintained by a decentralized system using cryptography, rather than by a centralized authority, such as a bank.

- (c) Cryptocurrency mining. the process where specialized computers, also known as nodes or mining rigs, validate blockchain transactions for a specific cryptocurrency and, in turn, receive a mining reward for their computational effort.
- (d) Distributed ledger. A type of database that is shared, replicated and synchronized among the members of a decentralized network. The distributed ledger records transactions, such as the exchange of assets or data, among the participants in the network.
- (e) Peer-to-peer network. A network of computers configured to allow certain files and folders to be shared with everyone or with selected users.

(2) Locations.

Proposed cryptocurrency mining may take place in the following zones, subject to the following:

- (a) B-3 (General Business Zone). All cryptocurrency mining operations shall take place in an enclosed building not to exceed one hundred five thousand (105,000) square feet.
- (b) M-1 (Light Industrial), M-2 (Heavy Industrial) and M-3 (High Density Heavy Industrial). All cryptocurrency mining operations, server farms or data centers, including all ancillary equipment for purposes such as cooling, shall be designed, constructed, operated and maintained so as to be harmonious and appropriate with the existing or intended character of the surrounding properties. No smoke, noise, odor, glare, heat, vibration or dust shall extend beyond the property line.
- (c) POP (Planned Office Park). Cryptocurrency mining operations shall be a principal permitted use, subject to the following:
 - 1. All cryptocurrency mining operations, server farms or data centers and all ancillary equipment, shall be located at least five hundred (500) feet from any residential property line or residential zone in the City of Paducah or in McCracken County.
 - 2. A screen of evergreen vegetation shall be installed at all property lines. Said vegetation shall be installed pursuant to Section 126-83 of the Paducah Zoning Ordinance.

(3) General regulations.

- (a) Electric and magnetic fields shall not be created that adversely affect the public health, safety and welfare including, but not limited to; interference with the normal operation of equipment or instruments including normal radio, television, telephone or cell phone reception from off the premises where the mining is conducted.
- (b) The mining activity will not cause electrical interference or fluctuations in line voltage on and off the operating premises.
- (c) Adequate capacity shall be available on the applicable supply lines and associated substations to ensure capacity is available for other needs of the area served.
- (d) Commercial cryptocurrency mining is prohibited as a home occupation or accessory to any other land use.

Sec. 126-98. Accessory dwelling unit (ADU).

Accessory dwelling units (ADUs) shall be principally permitted in every zone in the City. ADUs shall not constitute a dwelling unit for purposes of calculating density. All ADUs are subject to the following:

- (1) One (1) ADU may be permitted per single-family residential dwelling per lot. The property owner must reside in either the principal dwelling or the ADU as their permanent residence.
- (2) ADUs are permitted in the rear yard only if not contained within the footprint of the home.
- (3) The maximum ADU size is fifty (50) percent of the rear yard behind the principal dwelling, not to exceed the ground floor area of the principal dwelling.
- (4) ADUs are permitted on lots that do not meet the minimum lot area or width standards for the underlying zone. However, setbacks of the underlying zone must be met.
- (5) Any exterior stair cases used to access a second story or higher ADU shall be located to the side or behind the principal dwelling.
- (6) The maximum height of ADUs shall not exceed the height of the principal dwelling.
- (7) One (1) additional parking space shall be required.
- (8) An ADU may be utilized as a short-term rental or special event short-term rental, subject to the requirements contained within the Paducah Zoning Ordinance.

Sec. 126-104. Medium Density Residential Zone, R-3.

(1) Principal permitted uses.

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

(2) Conditionally permitted uses.

- a. Home occupations;
- b. Daycare nurseries;
- c. Mobile home parks;
- d. Multi-family dwellings;
- e. Assisted care dwellings;
- f. Bed and breakfast;
- g. Places of worship~~;~~
- h. 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 eight hundred (800) square feet, exclusive of porches, breezeways, terraces, garages and exterior and secondary stairways.
- 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: Eight thousand (8,000) square feet.

- 2. Minimum lot width: Fifty (50) 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: Four thousand (4,000) square feet per unit.
 - 2. Minimum lot width: Fifty (50) feet (per structure).
- c. Maximum building height: Thirty-five (35) 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: Three thousand (3,000) square feet per unit.
 - 2. Minimum lot width: Sixty (60) feet.
- c. Maximum building height. None.

(6) *Public parking areas.*

- a. A public parking area is permitted where the area abuts a business or industrial zone, provided the Commission finds the public parking area not to be detrimental to the adjoining residential area.
- b. The public parking area shall be developed as required by section 126-71.
- c. Provisions for a public parking area shall adhere to the setback requirements as listed in the zone in which it is to be located, however, no setback is required along a rear property line where the residential zone and the business or industrial zone join.
- d. Screening requirements for a public parking area shall be the same as section 126-83.
- e. The Commission shall require a landscape plan that includes provisions that at least ten (10) percent of the entire site shall be landscaped. Parking lot lighting may be approved provided that pole heights do not exceed fourteen (14) feet; lighting be directed inward to the property and that no off-target lighting be allowed.

(7) *Assisted care dwelling ~~(conditionally permitted only)~~*

- 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: Fifteen thousand (15,000) square feet.
 - 2. Minimum lot width: One hundred (100) feet.
 - 3. Maximum floor area ratio: Twenty-five (25): one (1)
- c. Maximum building height: Thirty-five (35) feet.
- d. Maximum pervious cover: Sixty (60) percent.

- e. Parking shall be per section 126-71 and shall follow the group home formula. Additionally, all parking areas and drives shall be paved and screened from adjoining residential property. There shall be no parking in any side yard.
- f. Landscaping. The open area on the lot not used for parking or building shall be landscaped with grasses, vegetative groundcover, flowers, gardens, trees and shrubs; provided that not more than seventy-five (75) percent of the open area is put into grass. Trees and shrubs shall be installed at the following rate: One (1) tree and two (2) shrubs for every one thousand (1,000) square feet of floor area.
- g. Site lighting. Any outdoor light shall be directed inward to the property and there shall be no off-target lighting. The maximum light pole height shall be ten (10) feet.
- h. Approval. Approvals per section 126-75 apply to this subsection.

Sec. 126-110. Light Industrial Zone, M-1.

The following provisions shall apply in the M-1 Zone unless otherwise provided herein:

(1) *Principal permitted uses.*

- a. Any use permitted in the B-3 Zone;
- b. Any industrial, manufacturing, fabrication or processing use which does not emit objectionable noise, smoke, odor or dust beyond the confines of its property;
- c. Warehouses and storage buildings;
- d. Public and commercial sewage disposal plant;
- e. Towing or wrecker service;
- e f.** Any other use which, in the Commission's opinion, would be compatible in the B-3 Zone.

(2) *Conditionally permitted uses.*

- a. Any other industrial use determined to be of the same general character as the above permitted uses.
- b. Animal hospital or kennel, located not closer than three hundred (300) feet to an R Zone.
- c. Heliport.

(3) *Minimum yard requirements.*

- a. Permitted uses having a total plan floor area of then thousand (10,000) square feet or less:
 - 1. Front yard: Twenty-five (25) feet, except for highway strip uses for which a fifty (50) foot front yard is required.
 - 2. Side yard: Ten (10) feet.
 - 3. Rear yard: None, except where abutted by a residential zone, in which case a rear yard of twenty-five (25) feet.
 - 4. No storage of materials or equipment shall be allowed in the minimum front yard.
- b. Permitted uses with a total plan floor area of more than ten thousand (10,000) square feet:
 - 1. Front yard: Fifty (50) feet.
 - 2. Side yard: Twenty-five (25) feet.
 - 3. Rear yard: None, except where abutted by a residential zone, in which case a rear yard of twenty-five (25) feet.

(4) *Minimum area requirements.*

- a. Permitted uses having a total plan floor area of four thousand (4,000) square feet or less:
 - 1. Minimum lot area: Seven thousand, five hundred (7,500) square feet.
 - 2. Minimum lot width: Sixty (60) feet.
- b. Permitted uses with a total plan floor area of more than four thousand (4,000) square feet:

1. Minimum lot area: Fifteen thousand (15,000) square feet.
 2. Minimum lot width: Seventy-five (75) feet.
- (5) *Maximum building height.* None.
- (6) *Maximum lot coverage.*
- a. Principal structures: Fifty (50) percent of gross lot area.
 - b. Total coverage by principal structures, accessory structures and outside storage: Seventy (70) percent of gross lot area.

STAFF RECOMMENDATION

Based upon the positive recommendation from the Planning Commission, staff recommends the City Commission adopt the zoning text amendments contained herein.

ORDINANCE NO. 2022-_____-_____

**AN ORDINANCE AMENDING CHAPTER 126
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH RELATED TO
DEFINITIONS, PLANNED UNIT DEVELOPMENT, QUALIFIED MANUFACTURED
HOMES, AWNINGS & CANOPIES, CRYPTOCURRENCY MINING, ACCESSORY
DWELLING UNIT (ADU), MEDIUM DENSITY RESIDENTIAL ZONE, AND LIGHT
INDUSTRY ZONE**

WHEREAS, any change to the text of the zoning code must be referred to the Paducah Planning Commission before adoption and considered in accordance with KRS 100.211; and

WHEREAS, a public hearing was held on March 7, 2022 by the Planning Commission after advertisement pursuant to law; and

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

WHEREAS, the Planning Commission adopted a proposal to change the text of Section 126-3 *Definitions*; Section 126-70 *Planned Unit Development*; Section 126-79 *Qualified Manufactured Homes*; Section 126-85 *Awnings & Canopies*; Section 126-97 *Cryptocurrency Mining*; Section 126-98 *Accessory Dwelling Unit (ADU)*; Section 126-104 *Medium Density Residential Zone, R-3*; and Section 126-110 *Light Industry Zone, M-1* of the City of Paducah zoning ordinance; and

WHEREAS, the City desires to amend certain sections of the Paducah Code of Ordinances to reflect the changes.

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

SECTION 1. That the City of Paducah, Kentucky hereby amends the following Sections of the Paducah Code of Ordinances as follows:

Sec. 126-3 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Accessory building means a subordinate building located on the same lot as a principal building, or a subordinate use of land, either of which is customarily incidental to the principal building or to the

principal use of the land. Where part of the wall of an accessory building is a part of the wall of the principal building in a substantial manner as by a roof, such accessory building shall be considered as part of the principal building. Local public utility, communication, electric distribution, secondary power lines, gas lines, water lines, sewer lines, guy-wires, small transformers, wires, cables and incidental equipment are considered accessory buildings or structures.

Alley means a permanent public service way providing a secondary means of access to abutting lands.

Arterial highway strip commercial means commercial uses which front on the designated U.S. highways in either the B-1 or the HBZ classifications.

Automobile service station means an establishment with the primary business function of the retail sale of gasoline for passenger vehicle use and the minor service and repair work incidental to the operation of passenger automobiles.

Bed and breakfast means an owner-managed and owner-occupied residential structure used as a lodging establishment where a room or rooms are rented on a nightly basis and in which only breakfast is included as part of the basic compensation.

Berth means the off-street area required for the receipt of, or distribution by vehicles of, material or merchandise with a fourteen (14) foot height clearance, paved with a suitable dust preventative or hard surface.

Block frontage means all the property fronting on one (1) side of a street between intersecting streets, or between a street and the terminus of a dead-end street or the City boundary, measured along the street line.

Board means the City of Paducah Board of Adjustment.

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

Building area means the maximum horizontal projected area of a principal or accessory building, excluding open steps, terraces, unenclosed porches not exceeding one (1) story in height or architectural appurtenances projecting not more than two (2) feet.

Building, detached, means a building having no party wall in common or structural connection with another building.

Building, front line of, means the line of the face of the building nearest the front lot line.

Building, height of, means the vertical distance from the average contact ground level at the front wall of a building to the highest point of the coping of a flat roof, to the deck line of a mansard roof or to the mean height level between eaves and ridges for gable & hip or gambrel roofs.

Building line means the line nearest the front and across a lot establishing the minimum open space to be provided between the front line of a building or structure and the front lot line.

Building, nonconforming, means a legally existing building which fails to comply with the regulations set forth in this chapter applicable to the zone in which the building is located.

Building, principal, means a building in which is conducted the main or principal use of the lot on which said building is situated.

Building, semidetached, means a building having one (1) party wall in common with an adjacent building.

Business means the engaging in the purchase, sale, barter or exchange of goods, wares, merchandise or service; the maintenance or operation of offices, or recreational and amusement enterprises.

Carport means a structure consisting of a roof and either walls or columns for the purpose of housing automotive vehicles and other chattels. Said structure shall be considered a building.

Cemetery means land used for the burial of the dead and dedicated for cemetery purposes, including columbariums, crematories, mausoleums and mortuaries when operated in conjunction with and within the boundary of such cemetery.

City means the City of Paducah, Kentucky.

Clinic or medical center means an establishment where patients are admitted for special study and treatment by two (2) or more licensed physicians and/or dentists and their professional associates, as distinguished from a professional office for general consultation purposes.

Commission means the City of Paducah Planning Commission.

Conditional use means a use which would not impair the public health, safety or welfare in one (1) or more zones, but which would impair the integrity and character of the zone in which it is located or in adjoining zones unless restrictions on location, size, extent and character of performance are imposed in addition to those imposed in the zoning regulations.

Conditional use permit means legal authorization to undertake a conditional use issued by the administrative official pursuant to authorization by the Board of Adjustment consisting of two (2) parts:

A statement of the factual determination by the Board of Adjustment which justifies the issuance of the permit.

A statement of the specific conditions which must be met in order for the use to be permitted.

Cottage home means a structure of not less than one hundred forty (140) square feet nor more than four hundred (400) square feet intended for use as a permanent, single-family residence. A manufactured home, mobile home, camper or recreational vehicle shall not be considered a cottage home. A single cottage home may only be placed on lots smaller than eight thousand (8,000) square feet.

County means McCracken County, Kentucky.

Courtyard means an open unoccupied space on the same lot with a building or group of buildings and bounded on three (3) or more sides by such buildings.

Development plan means written and graphic material for the provision of a development plan, including any or all of the following: location and bulk of buildings and other structures, intensity of use, density of development, streets, ways, parking facilities, signs, drainage of surface water, access points, a plan for screening or buffering, utilities, existing manmade and natural conditions, and all other conditions agreed to by the applicant.

Dwelling means a building, or portion thereof, used primarily for residential occupancy, including single-family, two-family and multi-family occupancy, but not including hotels, motels, short-term rentals (includes special event short-term rentals) or bed and breakfasts.

Dwelling, assisted care, means a building, or portion thereof, consisting of five (5) or more bedrooms, used for residential occupancy by a group. The dwelling is characterized by renters with separate bedrooms for sleeping and shared common areas for reception, recreation, living, cooking, laundry and the like. The dwelling is further signified by the presence of an employee(s) that provides various services such as housekeeping, maintenance, cooking, security, personal care and

transportation. This definition is distinguished from, and is intended not to conflict with, KRS 100.982 and 100.984.

Dwelling, multi-family, means a building, or portion thereof, used for occupancy by three (3) or more families living independently of each other.

Dwelling, single-family, means a building used for residential occupancy by one (1) family. A single-family dwelling shall be stick-built, a modular home, a qualified manufactured home or a mobile home located within a mobile home park. Structures or vehicles such as, but not limited to; storage buildings, campers, recreational vehicles, garages, barns and shipping containers shall not be utilized as a single-family dwelling.

Dwelling, two-family, means a building, or portion thereof, used for occupancy by two (2) families living independently of each other. A two-family dwelling shall be stick-built, manufactured or modular. Structures or vehicles such as, but not limited to; storage buildings, campers, recreational vehicles, garages, barns and shipping containers shall not be utilized as a two-family dwelling.

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

Educational institution means a public, parochial or private preprimary, primary, or grammar school; a high school, preparatory school or academy, that is public or founded, owned or conducted by or under the sponsorship of a religious or charitable organization; a private preparatory school or academy furnishing courses of instruction substantially equivalent to the courses offered by public high schools for preparation of admission to colleges or universities which award BA or BS degrees; a junior college or university, that is public or founded or conducted by or under the sponsorship of a religious or charitable organization or a private school when not conducted as a commercial enterprise for the profit of individual owners or stockholders. This definition shall not be deemed to include trade or business schools as defined in this section.

Effective date hereof means October 26, 1976.

Enforcement officer means the Chief Building Official of the City or designee.

Family means one (1) or more persons living as a single housekeeping unit, as distinguished from a group occupying a hotel, club, fraternity or sorority house. A family shall be deemed to include servants.

Fence means a structure consisting of wood, metal, wire, mesh, masonry or other manufactured material.

Floor area ratio (FAR) means the floor area of the building divided by the area of the lot.

Garage, private, means a detached accessory building or portion of a principal building, used for the storage of self-propelled vehicles, in which the capacity does not exceed three (3) vehicles per family housed in the building to which such garage is accessory and not more than one-third (1/3) of the total number of vehicles stored in such garage shall be commercial vehicles. Storage space for not more than three (3) vehicles may be utilized for vehicles of other than occupants of the building to which such garage is accessory.

Garage, public, means any building, except those defined as a private garage, used for the storage or care of motor vehicles, or where such vehicles are equipped for operation, repaired or kept for remuneration, hire or sale.

Ground floor area means the square foot area of a building within its largest outside dimensions computed on a horizontal plane at the ground floor level, exclusive of open porches, breezeways, terraces, garages, exterior stairways and secondary stairways.

Ground level means for buildings having walls adjoining only one (1) street, the elevation at the front lot line at the center of the wall adjoining the street; for buildings having walls adjoining more than one street, the average elevation of the front lot line at the center of all walls adjoining the streets; for buildings having no wall adjoining the street, the average level of the ground adjacent to the exterior walls of the building. Any wall approximately parallel to and not more than five (5) feet from a street is to be considered as adjoining the street.

Heliport means a facility for helicopters to take off and land.

Home occupation means any use conducted entirely within a residential dwelling and carried on solely by the occupants thereof, which use is clearly incidental and secondary to the use of the dwelling purposes and does not change the character thereof, and in connection with which there is no display, no stock in trade or outside storage of equipment nor commodity sold upon the premises and not more than two (2) persons are to engage in such occupation. In no event shall a barbershop, beauty shop, tearoom, bed and breakfast or animal hospital be construed to be a home occupation.

Hospital means a sanitarium, preventorium or clinic, provided such institution is operated by, or treatment given under, the direct supervision of a physician licensed to practice by the State of Kentucky.

Hotel or motel means a building, or portion thereof, or group of buildings in which lodging is provided and offered to the public for compensation and which is open to transient guests, in contradistinction to a lodging house.

Industrial, heavy, means those industries whose processing of products result in the emission of any atmospheric pollutant, light flashes, glare, odor, noise or vibration which may be heard and/or felt off the premises, and those industries which constitute a fire or explosion hazard.

Industry, light, means those industries whose processing of products results in none of the conditions described for heavy industry.

Ingress/ egress easement means an open, unoccupied, officially designated space other than a street or alley, permanently reserved for use as a means of access to abutting property.

Junkyard means any place at which personal property is, or may be salvaged, for reuse, resale, reduction or similar disposition and is owned, possessed, collected, accumulated, dismantled or sorted, including, but not limited to; use of salvaged base metal or metals, their compounds or combinations; or used or salvaged rope, bags, paper, rags, glass, rubber, lumber, millwork, brick and similar property which are used, owned or possessed for the purpose of wrecking or salvaging parts therefrom.

Kennel means any lot or premises on which dogs or small animals are kept for commercial or sale purposes. A non-commercial kennel at, in or adjoining a private residence where hunting or other dogs are kept for the hobby of the householder (i.e., hunting, tracking or exhibiting) or for guarding or protecting the householder's property is permitted in residential zones, provided that such dogs or small animals do not constitute a nuisance to the neighborhood.

Lodging house means a building with more than two (2) but not more than five (5) guest rooms where lodging with or without meals is provided for compensation for a period of time not to exceed six (6) months for each guest.

Lot means a piece, parcel, plot, tract or area of land occupied or capable of being occupied by one (1) principal building and the accessory buildings or uses customarily incidental to it, and including the open spaces required under this chapter, and having its principal frontage on a street or ingress/egress easement.

Lot, corner, means a lot at a junction of, and fronting on, two (2) or more intersecting streets.

Lot coverage means the percentage of the lot area covered by the building area.

Lot, interior, means a lot other than a corner or through lot.

Lot line, front, means, in the case of an interior lot; a line separating the lot from the street or ingress/ egress easement and, in the case of a corner lot; the line designated by deed, plat or subdivision requirements.

Lot line, rear, means a lot line which is opposite and most distant from the front lot line and, in the case of an irregular or triangular shaped lot; a line ten (10) feet in length within the lot, parallel to and at the maximum distance from the front lot line.

Lot line, side, means any lot boundary line not a front lot line or a rear lot line.

Lot, through, means a lot having frontage on two (2) parallel or approximately parallel streets.

Lot width means the dimension of a lot at the building setback line.

Manufactured home means a single-family dwelling unit constructed in accordance with the National Manufactured Housing Construction and Safety Standards Act of 1974, as amended, and manufactured after June 15, 1976, which is designed to be transported across streets and highways to a point of use, and is equipped with the necessary service connections, and includes the plumbing, heating, air conditioning and electrical systems contained therein, and made so as to be readily movable as a unit.

Mobile home means any vehicle, including the equipment sold as a part of a vehicle, which is so constructed as to permit its being used as a conveyance upon public streets or highways by either self-propelled or non-self-propelled means, which is designed, constructed or reconstructed, or added to by means of an enclosed addition or room, in such a manner as will permit the occupancy thereof as a dwelling or sleeping place for one (1) or more persons, which is both used and occupied as a dwelling or sleeping place, having no foundation other than wheels, jacks, skirting or other temporary supports.

Mobile home park means an area of land upon which two (2) or more mobile homes are harbored for the purpose of being occupied either free of charge or for revenue purposes and shall include any building, structure, vehicle or enclosure used or intended for use as a part of the equipment of such mobile home park.

Nursing home means an establishment which provides full-time convalescent or chronic care, or both, for four (4) or more individuals who are not related by blood or marriage to the operator and who, by reason of chronic illness or infirmity, are unable to care for themselves. Neither care for the acutely ill nor surgical or obstetrical services shall be provided in such a home. A hospital or sanitorium shall not be construed to be included in this definition.

Parking area, public, means an open off-street area, designed for use or used for the temporary parking of motor vehicles when available for public use, whether free or for compensation or as an accommodation for clients or customers.

Parking space (off-street) means an off-street space accessible from a street, alley or ingress/ egress easement with a minimum width of nine (9) or ten (10) feet, depending on land use. The minimum length of such space shall be contingent upon the degree or angle of the space and the maneuverability area required. As a guide to establishing a minimum length, the Commission shall refer to Illustration No. 1 in the appendix immediately following this chapter.

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

Personal and convenience services means a business offering services such as barbershops, beauty shops, laundromats, laundry and dry-cleaning pickup and delivery stations (but excluding actual laundry operations) and similar uses.

Planting screen or landscape screen means a completely planted visual barrier composed of evergreen plants and trees arranged to form both a low-level and a high-level screen. The high-level screen shall consist of evergreen trees or shrubs planted with specimens having an initial height above ground when planted of not less than five (5) feet and planted at intervals of not more than eight (8) feet on-center. The low-level screen shall consist of evergreen shrubs having an initial height above ground when planted of not less than two (2) feet and spaced at intervals of not more than four (4) feet on-center. The low-level screen shall be planted in alternating rows to produce a more effective barrier.

Professional office means offices of members of recognized professions such as physicians, surgeons, lawyers, engineers, dentists and architects.

Retaining wall means a physical barrier necessary to prevent the erosion and/or deterioration of an established elevation.

Short-term rental means a dwelling or room that is rented, leased or assigned for a tenancy for less than thirty (30) consecutive days in duration and where no meals are served or provided by the host to any guest. A short-term rental may be owner occupied or non-owner occupied.

Short-term rental, special event, means a dwelling or room that is rented, leased or assigned for a tenancy for less than seven (7) days a year and where no meals are served or provided by the host to any guest. A special event short-term rental may be owner occupied or non-owner occupied. There shall be a maximum of two (2) permits issued a year.

Sight triangle means a triangular space at the street corner of a corner lot, free from any kind of obstruction to vision between the heights of two and one-half (2 ½) and twelve (12) feet above established grade, determined by a diagonal line connecting two (2) points measured fifteen (15) feet equidistant from the street right-of-way corner along each property line.

Street means a right-of-way, other than an alley or ingress/ egress easement, dedicated or otherwise legally established for public use, usually affording the principal means of access to abutting property.

Structural alteration means any change in the supporting members of a building, such as bearing walls, partitions, columns, beams or girders; or any substantial change in the exterior walls or the roof.

Structure means anything constructed or made, the use of which requires permanent location in or on the ground or attachment to something having a permanent location in or on the ground including, buildings and signs.

Towing or wrecker service means a person engaged in the business, or offering the services of, a vehicle towing or wrecker service, whereby motor vehicles are towed or otherwise removed from the place where they are parked or disabled by use of a truck, automobile or other vehicle so adapted to that purpose, or in the business of storing operable or disabled motor vehicles.

Trade or business school means a secretarial school or college; or business school or college, that is not public and not owned or conducted by or under the sponsorship of a religious or charitable organization; or a school conducted as a commercial enterprise for teaching instrumental music, dancing, barbering or hairdressing, or for teaching industrial skills in which machinery is employed as a means of instruction. This definition shall not be deemed to include an educational institution as defined in this section.

Use means the employment or occupation of a building, structure or land for a person's service, benefit or enjoyment.

Use, nonconforming, means an existing use of land or building which was legal prior to the effective date hereof, but which fails to comply with the requirements set forth in this chapter applicable to the zone in which such use is located.

Use, open, means the use of a lot without a building or including a building incidental to the open use with a ground floor area equal to five (5) percent or less of the area of the lot.

Variance, dimensional, means departure from the terms of the zoning regulations pertaining to height or width of structures and size of yard and open spaces where such departure will not be contrary to the public interest, and where, owing to conditions peculiar to the property because of its size, shape or topography, and not as a result of the action of the applicant, the literal enforcement of the zoning regulations would result in unnecessary and undue hardship.

Yard means a space on the same lot with a principal building that is open and unoccupied other than by steps, walks, terraces, driveways, lampposts and similar appurtenances, and unobstructed by structures, except as otherwise provided in this chapter.

Yard, front, means a yard extending across the full width of the lot, between two (2) side lot lines, the depth of which is the least distance between the street right-of-way and the building line.

Yard, rear, means a yard extending across the full width of the lot between the two (2) side lot lines and between the rear line and a line parallel to, and coexisting with, the rear of the principal building.

Yard, side, means a yard bounded by the rear yard, the front yard, the side lot line and the principal building.

Zoning map means the official zoning map of the City.

Sec. 126-70 Planned unit development (PUD).

The purpose of this section is to establish a more flexible procedure for the approval~~[, by the Commission,~~
] of development plans ~~[for large tracts of land and]~~ to encourage proper design by providing for the submission of such development plans by prospective developers. Tracts of land~~[, as herein described, to be used for residential, commercial or industrial zone purposes, or certain combinations thereof,]~~ may be developed as a unit according to the following provisions:

(1) *Land deemed one (1) lot.* Any parcel of land including any interior ~~[street (or streets)]~~ streets which is designed ~~[as]~~ and used for a planned unit development may be deemed to be one (1) lot.

~~[(2) —~~ *Area requirements.* ~~In order that a tract be considered a planned unit development it must contain at least:~~

a. ~~Two (2) acres if used for residential purposes only in an R-2 zone; three (3) acres if used for a combination of residential and business uses or business uses exclusively in an R-3 or R-4 zone.~~

b. ~~Six (6) acres if used for residential purposes in an R-1 or R-2 zone; eight (8) acres if used for a combination of residential and business uses in an R-1 or R-2 zone.~~

c. ~~Three (3) acres if used for a combination of residential and business uses in a POP, B-1, B-3 or HBD zone and six (6) acres if used for business purposes only in a POP, B-1, B-3 or HBD zone.~~

d. ~~Ten (10) acres if used for industrial purposes in an industrial zone; fifteen (15) acres if used for a combination of uses within an industrial zone; however, if used for commercial purposes only in an M-1 or M-2 zone there shall be a minimum of five (5) acres.~~]

(3 2) *Applicability of zoning provisions.* In any planned unit development, although it is permissible to depart from literal conformance with the individual lot dimension and area provisions, there shall be no decrease in the total equivalent lot area, parking area, and loading-/unloading area provisions that would be necessary for the equivalent amount of individual lot development. The Planning Commission may allow reductions in these provisions~~[, however,]~~ upon proof by the developer that efficiencies of large-scale development may permit such reductions without destroying the intent of this ~~[article]~~ Article.

(4 3) *Application requirements* ~~[and preliminary plans]~~.

a. An application for the establishment of a planned unit development shall be filed with the Department of Planning ~~[and Zoning Administrator ten (10)]~~ twenty-one (21) days prior to the meeting at which it is to be acted on and shall ~~[be accompanied by 12 copies of a preliminary development plan containing]~~ contain the following information:

1. The proposed name and location of the PUD~~[, and names and addresses of all adjacent property owners and owners of the proposed PUD];~~

2. The names and address of all adjacent property owners and owners of the proposed PUD;

3. Vicinity map;

4. A complete and accurate legal description of the proposed PUD property;

5. A tabulation of the total acreage of the site designated for various uses (i.e., parking, all structures, residential or commercial areas, streets, parks, ~~[or]~~ playgrounds, etc.);

6. Location of all structures in the PUD and proposed building densities (units per acre);

7. ~~[Preliminary] Major or minor subdivision plat, if the site is being subdivided[; showing layout of all lots, which shall comply with the subdivision regulations];~~

8. Proposed circulation pattern, including private and public streets;

9. Parking layout with two (2) spaces per dwelling unit.

10. Detailed landscaping plans, including and designating the type of buffer or landscape screens placed between abrupt changes of land use.

11. Detailed engineering plans or final subdivision plat showing site grading, street improvements, drainage and public utility locations.

12. Other conditions as applicable to the planned unit development.

13. Covenants and any other agreements concerning construction, operation and administration of the area such as green areas, housing corporations, etc.

b. ~~[In addition to the standards for development as outlined above, the Commission shall also require all access points to the same arterial streets to be located no more frequently than three hundred thirty (330) feet.]~~ Access points to the same arterial street shall be at least three hundred thirty (330) feet apart.

(5 4) *Procedure for approval*~~[; hearing; submission of final plans; time limit for commencement of construction.]~~

a. Upon receipt of an application and site plan of the proposed development, the Planning Commission shall hold a public hearing ~~[as set out in KRS ch. 100]~~. The Planning Commission ~~[may approve, in concept, the preliminary development plans and]~~ shall have the authority to attach conditions

to said plans to ensure ~~[that]~~ there is no departure from the intent of this ~~[article]~~ Article. ~~[Failure to submit a final development plan for Planning Commission approval within one (1) year of approval of preliminary plans shall terminate all proceedings and render the preliminary plans null and void.]~~

~~b. Twelve copies of the final development plans shall be submitted to the Planning and Zoning Administrator for submission to the Planning Commission and shall include the following:~~

- ~~1. All those requirements designated for submission with the preliminary plans;~~
- ~~2. Detailed landscaping plans, including and designating type of buffer or landscape screens placed between abrupt changes of land uses;~~
- ~~3. Detailed engineering plans or final subdivision plat showing site grading, street improvements, drainage and public utility locations;~~
- ~~4. Other conditions as applicable to the planned unit development;~~
- ~~5. Covenants, and any other agreements concerning construction, operation and administration of the area such as green areas, housing corporations, etc.]~~

~~e b.~~ Upon approval of all the above by the Planning Commission, building permits may be issued by the ~~[Building Inspector]~~ Fire Prevention Division provided all conditions have been met.

~~d c.~~ Construction shall be initiated within one (1) year from the date of ~~[final]~~ approval by the Planning Commission ~~[of the PUD.]~~ The Planning Commission may~~[-however,]~~ grant an extension to the ~~[applicant]~~ petitioner, provided that:

1 . A formal written request for the extension is presented to the Planning Commission at least ninety (90) days prior to the deadline; and

2. The written request explains the reasons that construction was not initiated within the time allotted. The Planning Commission shall ~~[review the original application and final development plans and shall]~~ inform the ~~[requestor]~~ petitioner of ~~[it's]~~ the final decision within thirty-one (31) ~~[34]~~ days from the receipt of the request.

~~e d.~~ If the PUD is developed in stages, the total area will be reviewed at the public hearing and each successive stage shall be approved according to subsection (5) b of this section ~~[as it is submitted]~~.

~~f e.~~ The site of the approved PUD shall be marked on the official zoning map of the City.

(5) Staff approval. In the event a proposal conforms with the requirements of the underlying zone, staff may approve said proposal in accordance all applicable ordinances and site plan requirements.

Sec. 126-79. Qualified manufactured homes ~~Manufactured homes and mobile homes.~~

Qualified manufactured ~~[Manufactured and mobile]~~ homes are permitted in the R-2, R-3 and R-4 ~~[districts]~~ Zones for single-family residential purposes with the following provisions which shall be made prior to occupancy ~~[(except as noted herein):]~~. Qualified manufactured homes shall be subject to the zone requirements for single-family residential structures in addition to the following:

- (1) Manufactured ~~[and mobile]~~ homes must be a qualified manufactured home that meets the following criteria:
 - a. Is manufactured on or after July 15, 2002.
 - b. Is affixed to a permanent foundation, ~~[and]~~ 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.
 2. Constructed of concrete [~~with continuous masonry skirting/screening system~~].
 3. Placed at a depth below grade adequate to prevent frost damage.
 - 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 must be oriented on the lot or parcel so that its main entrance door faces the street.
 - e. Is not located in a manufactured home land-lease community. Manufactured homes in a land-lease community shall comply with section [~~126-70~~] 126-69.
 - f. The structure is compatible, in terms of assessed value, with single-family housing stock located within a [~~one-eighth mile~~] 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.
 - b. The roof pitch shall be within two (2) inches of rise as other housing stock but in no case shall be less than 3:12.
 - c. The exterior finishing materials shall be consistent with other housing stock.
- [~~The compatibility standards must 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 mile or less radius from the proposed located of the qualified manufactured home. The compatibility standards shall relate to architectural features that have a significant impact on the overall assessed value of the structure, including but not limited to:~~
- a. ~~Square foot of livable space.~~
 - b. ~~The roof pitch and materials.~~
 - c. ~~Type of siding (brick, stucco, vinyl, etc.).~~
 - d. ~~Screening/skirting system.~~
 - e. ~~Existence and type of structures.~~
 - f. ~~Documentation of compatibility shall be submitted to the Department of Inspection with the Building Permit Application. The Zoning Administrator shall make the final compatibility determination.]~~
- (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.
 - (4 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 ~~[roofing system]~~ roof pitched at least three (3) inches of rise over twelve (12) inches of run, covered with shingles, ribbed metal or standing seam metal. ~~[(wood, asphalt or fiberglass) or other HUD factory approved materials. Corrugated metal, corrugated fiberglass, or rolled roofing materials are not allowed in retrofitted structures. Deck and pre-manufactured carport roofs are exempt.]~~
 - b. The structure shall be sided with wood, aluminum, ~~[or]~~ vinyl, brick or stucco ~~[insofar as it has a shingled or horizontal clapboard appearance; or brick; or stucco.]~~
 - c. ~~Permanent steps attached to the structure may not encroach into any required yard setback line.]~~
- (5) ~~(7) [A minimum of two off-street parking spaces. Design shall be per section 126-71. Improvements must be made within six (6) months of occupancy.]~~ One (1) qualified manufactured home shall be located on one (1) lot. However, if a qualified manufactured home is proposed to abridge one 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 within three (3) months of application 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 the following 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.

Sec. 126-85. Awnings & Canopies and canopies.

- (a) Awnings/canopies shall be permitted in all zoning districts within the City of Paducah subject to the following requirements.
- (b) Awnings/canopies on private property.
- (c) Awnings/canopies over public areas.
- (d) Application. No awnings/canopies, except as specifically exempted herein, shall be displayed, erected, relocated or altered until a permit has been issued by the ~~[Department of Inspection]~~ Fire Prevention Division. An application for a permit shall include, but shall not be limited to the following:
 - (1) A completed application form.
 - (2) A site plan and/or building elevations drawn to scale showing the locations of the proposed location of the awnings/canopies on the lot and/or building, including setbacks.
 - (3) Detailed awning information including type of construction, method of installation and or erecting and other similar information.

Sec. 126-97. Cryptocurrency mining.

This activity typically involves the solving of algorithms as part of the development and maintenance of a blockchain which is a type of distributed ledger maintained on a peer-to-peer network. Typical physical

characteristics of cryptocurrency mining include specialized computer hardware for mining operations as well as equipment to cool the hardware and operating space. For the purposes of the associated regulations, cryptocurrency mining does not include the exchange of cryptocurrency nor does it encompass the use, creation or maintenance of all types of peer-to-peer distributed ledgers.

(1) Definitions.

- (a) Blockchain. A system in which a record of transactions made in a cryptocurrency are maintained across several computers that are linked in a peer-to-peer network.
- (b) Cryptocurrency. A digital currency in which transactions are verified and records maintained by a decentralized system using cryptography, rather than by a centralized authority, such as a bank.
- (c) Cryptocurrency mining. the process where specialized computers, also known as nodes or mining rigs, validate blockchain transactions for a specific cryptocurrency and, in turn, receive a mining reward for their computational effort.
- (d) Distributed ledger. A type of database that is shared, replicated and synchronized among the members of a decentralized network. The distributed ledger records transactions, such as the exchange of assets or data, among the participants in the network.
- (e) Peer-to-peer network. A network of computers configured to allow certain files and folders to be shared with everyone or with selected users.

(2) Locations.

Proposed cryptocurrency mining may take place in the following zones, subject to the following:

- (a) B-3 (General Business Zone). All cryptocurrency mining operations shall take place in an enclosed building not to exceed one hundred five thousand (105,000) square feet.
- (b) M-1 (Light Industrial), M-2 (Heavy Industrial) and M-3 (High Density Heavy Industrial). All cryptocurrency mining operations, server farms or data centers, including all ancillary equipment for purposes such as cooling, shall be designed, constructed, operated and maintained so as to be harmonious and appropriate with the existing or intended character of the surrounding properties. No smoke, noise, odor, glare, heat, vibration or dust shall extend beyond the property line.
- (c) POP (Planned Office Park). Cryptocurrency mining operations shall be a principal permitted use, subject to the following:
 - 1. All cryptocurrency mining operations, server farms or data centers and all ancillary equipment, shall be located at least five hundred (500) feet from any residential property line or residential zone in the City of Paducah or in McCracken County.
 - 2. A screen of evergreen vegetation shall be installed at all property lines. Said vegetation shall be installed pursuant to Section 126-83 of the Paducah Zoning Ordinance.

(3) General regulations.

- (a) Electric and magnetic fields shall not be created that adversely affect the public health, safety and welfare including, but not limited to; interference with the normal operation of equipment or instruments including normal radio, television, telephone or cell phone reception from off the premises where the mining is conducted.
- (b) The mining activity will not cause electrical interference or fluctuations in line voltage on and off the operating premises.

- (c) Adequate capacity shall be available on the applicable supply lines and associated substations to ensure capacity is available for other needs of the area served.
- (d) Commercial cryptocurrency mining is prohibited as a home occupation or accessory to any other land use.

Sec. 126-98. Accessory dwelling unit (ADU).

Accessory dwelling units (ADUs) shall be principally permitted in every zone in the City. ADUs shall not constitute a dwelling unit for purposes of calculating density. All ADUs are subject to the following:

- (1) One (1) ADU may be permitted per single-family residential dwelling per lot. The property owner must reside in either the principal dwelling or the ADU as their permanent residence.
- (2) ADUs are permitted in the rear yard only if not contained within the footprint of the home.
- (3) The maximum ADU size is fifty (50) percent of the rear yard behind the principal dwelling, not to exceed the ground floor area of the principal dwelling.
- (4) ADUs are permitted on lots that do not meet the minimum lot area or width standards for the underlying zone. However, setbacks of the underlying zone must be met.
- (5) Any exterior stair cases used to access a second story or higher ADU shall be located to the side or behind the principal dwelling.
- (6) The maximum height of ADUs shall not exceed the height of the principal dwelling.
- (7) One (1) additional parking space shall be required.
- (8) An ADU may be utilized as a short-term rental or special event short-term rental, subject to the requirements contained within the Paducah Zoning Ordinance.

Sec. 126-104. Medium Density Residential Zone, R-3.

(1) Principal permitted uses.

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

(2) Conditionally permitted uses.

- a. Home occupations;
- b. Daycare nurseries;
- c. Mobile home parks;
- d. Multi-family dwellings;
- e. Assisted care dwellings;
- f. Bed and breakfast;
- g. Places of worship;
- h. 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 eight hundred (800) square feet, exclusive of porches, breezeways, terraces, garages and exterior and secondary stairways.
- 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: Eight thousand (8,000) square feet.
 - 2. Minimum lot width: Fifty (50) 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: Four thousand (4,000) square feet per unit.
 - 2. Minimum lot width: Fifty (50) feet (per structure).
- c. Maximum building height: Thirty-five (35) 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: Three thousand (3,000) square feet per unit.
 - 2. Minimum lot width: Sixty (60) feet.
- c. Maximum building height. None.

(6) *Public parking areas.*

- a. A public parking area is permitted where the area abuts a business or industrial zone, provided the Commission finds the public parking area not to be detrimental to the adjoining residential area.
- b. The public parking area shall be developed as required by section 126-71.
- c. Provisions for a public parking area shall adhere to the setback requirements as listed in the zone in which it is to be located, however, no setback is required along a rear property line where the residential zone and the business or industrial zone join.
- d. Screening requirements for a public parking area shall be the same as section 126-83.
- e. The Commission shall require a landscape plan that includes provisions that at least ten (10) percent of the entire site shall be landscaped. Parking lot lighting may be approved provided that pole heights do not exceed fourteen (14) feet; lighting be directed inward to the property and that no off-target lighting be allowed.

(7) *Assisted care dwelling [~~(conditionally permitted only)~~] .*

- 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: Fifteen thousand (15,000) square feet.
 2. Minimum lot width: One hundred (100) feet.
 3. Maximum floor area ratio: Twenty-five (25): one (1)
- c. Maximum building height: Thirty-five (35) feet.
- d. Maximum pervious cover: Sixty (60) percent.
- e. Parking shall be per section 126-71 and shall follow the group home formula. Additionally, all parking areas and drives shall be paved and screened from adjoining residential property. There shall be no parking in any side yard.
- f. Landscaping. The open area on the lot not used for parking or building shall be landscaped with grasses, vegetative groundcover, flowers, gardens, trees and shrubs; provided that not more than seventy-five (75) percent of the open area is put into grass. Trees and shrubs shall be installed at the following rate: One (1) tree and two (2) shrubs for every one thousand (1,000) square feet of floor area.
- g. Site lighting. Any outdoor light shall be directed inward to the property and there shall be no off-target lighting. The maximum light pole height shall be ten (10) feet.
- h. Approval. Approvals per section 126-75 apply to this subsection.

Sec. 126-110. Light Industrial Zone, M-1.

The following provisions shall apply in the M-1 Zone unless otherwise provided herein:

(1) *Principal permitted uses.*

- a. Any use permitted in the B-3 Zone;
- b. Any industrial, manufacturing, fabrication or processing use which does not emit objectionable noise, smoke, odor or dust beyond the confines of its property;
- c. Warehouses and storage buildings;
- d. Public and commercial sewage disposal plant;
- e. Towing or wrecker service;
- e f. Any other use which, in the Commission's opinion, would be compatible in the B-3 Zone.

(2) *Conditionally permitted uses.*

- a. Any other industrial use determined to be of the same general character as the above permitted uses.
- b. Animal hospital or kennel, located not closer than three hundred (300) feet to an R Zone.
- c. Heliport.

(3) *Minimum yard requirements.*

- a. Permitted uses having a total plan floor area of then thousand (10,000) square feet or less:
 1. Front yard: Twenty-five (25) feet, except for highway strip uses for which a fifty (50) foot front yard is required.
 2. Side yard: Ten (10) feet.
 3. Rear yard: None, except where abutted by a residential zone, in which case a rear yard of twenty-five (25) feet.
 4. No storage of materials or equipment shall be allowed in the minimum front yard.
- b. Permitted uses with a total plan floor area of more than ten thousand (10,000) square feet:
 1. Front yard: Fifty (50) feet.
 2. Side yard: Twenty-five (25) feet.
 3. Rear yard: None, except where abutted by a residential zone, in which case a rear yard of twenty-five (25) feet.

(4) *Minimum area requirements.*

- a. Permitted uses having a total plan floor area of four thousand (4,000) square feet or less:
 1. Minimum lot area: Seven thousand, five hundred (7,500) square feet.
 2. Minimum lot width: Sixty (60) feet.
- b. Permitted uses with a total plan floor area of more than four thousand (4,000) square feet:
 1. Minimum lot area: Fifteen thousand (15,000) square feet.
 2. Minimum lot width: Seventy-five (75) feet.

(5) *Maximum building height.* None.

(6) *Maximum lot coverage.*

- a. Principal structures: Fifty (50) percent of gross lot area.
- b. Total coverage by principal structures, accessory structures and outside storage: Seventy (70) percent of gross lot 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 of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by the City Clerk, _____

Published by *The Paducah Sun*, _____

ord\126 - Zoning Code Update 2022

Agenda Action Form

Paducah City Commission

Meeting Date: March 22, 2022

Short Title: Zoning Text Amendment for Signage - **J SOMMER**

Category: Ordinance

Staff Work By: Josh Sommer, Nicholas Hutchison

Presentation By: Josh Sommer

Background Information: Zoning Text Amendment to bring the sign code into compliance with Federal Law and simplifying signage requirements

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

If yes, please list the Commission Priority: This aligns with the Downtown Priority and the Annexation/Planned Growth priority.

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Staff recommends approval

Attachments:

1. 126-76 Sign Regulations Repeal & Replace 2022
2. Signed Resolution Zoning Text Amendments



TEXT AMENDMENT PADUCAH CITY COMMISSION

CASE NO.	TXT2022-0001 Continued
TITLES	126-76 Sign Regulations
DESCRIPTION	Text change to provide for: • Repeal and replace the sign code in it's entirety to standardize sign sizes in residential, historic and commercial/industrial zones and to comply with <i>Reed v Town of Gilbert</i>

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 has forwarded a positive recommendation to the City Commission for the adoption of the following text amendment on March 7, 2022.

CONSIDERATIONS

As currently written, the sign code does not provide a great amount of uniformity in throughout residential zones, historical zones and throughout commercial/ industrial zones. Additionally, in 2015, the United States Supreme Court found in the case of Reed vs. Town of Gilbert that a city cannot regulate signage based on content because it is a violation of the First Amendment. Therefore, Planning Staff is proposing a completely new sign code. The revised sign code standardizes all signs in residential zones, in historic zones and in all commercial/ industrial zones. The intent is to make it easier for new signage to be permitted and placed. Further, the sign code is revised to be content-neutral. However, signs can be regulated based on time, place, manner and size. Staff utilized the Kentucky League of Cites model ordinance as a guide in developing the new sign code. The sign code contained herein is the proposed new sign code that would replace the existing code.

The proposed new sign code would be 13 pages, as opposed to 22 pages that currently exist.

TEXT AMENDMENT

The proposed amendment is as follows:

Sec. 126-76. - Sign regulations.

- (a) *Purpose.* It is the purpose of this section to establish regulations for the control of signs within the zoning jurisdiction of the City of Paducah. The intent of this section is to support the use of signs to aid the public in the identification of businesses, activities and to assist the public in its orientation

within the City. It is also the intent of this section to protect the public from the confusion created by the objectionable effects of advertising excesses, from the danger of unsafe signs and from the degradation of the aesthetic qualities of the City. Further, it is the intent of this section to protect constitutional rights to free speech. These regulations promote the health, safety and general welfare through a system of reasonable, non-arbitrary and non-discriminatory control of the placement, character, size, height, location and illumination of signs.

(b) *Findings.* The City of Paducah finds that the standards and procedures in this chapter:

- (1) Implement the goals and policies of the comprehensive plan by establishing uniform standards and procedures to control the size, type, number, design, placement, illumination, and maintenance of signs.
- (2) Protect public health and safety by:
 - a. Minimizing visual distractions and obstructions that contribute to traffic accidents;
 - b. Prohibiting signs that constitute a traffic hazard or obstruct the visibility of motorists, bicyclists or pedestrians, or cause confusion by virtue of visual similarity to traffic control signs;
 - c. Reducing hazards caused by signs that overhang or project over public rights-of-way;
 - d. Providing more visual open space; and
 - e. Preventing potential deterioration of the City's appearance and attractiveness that would create a blighting influence.
- (3) Encourage signs that are attractive and function for the type of establishment to which they pertain;
- (4) Encourage signs that are in scale and architectural harmony with the project site, project buildings, adjacent buildings and development in the zone or neighborhood in which they are located;
- (5) Reduce visual clutter and physical obstructions caused by the proliferation of signs that could diminish the City's image, property values and quality of life;
- (6) Keep signs within a reasonable scale with respect to buildings to which they relate;
- (7) Encourage the upgrading, updating or removal of signs that are poorly maintained, out of character with their surroundings; or do not conform to this chapter; and
- (8) Prevent signs that are potentially dangerous to the public due to structural deficiencies and disrepair.

(c) *Applicability and message neutrality.*

- (1) Applicability. Any sign erected, placed, established or created that is visible from a public right-of-way, adjacent property or outdoor area of public property shall be in conformance with the standards, procedures and requirements of this chapter. All signs that are not expressly allowed by this chapter or exempt hereunder are prohibited.
- (2) Message neutrality. This chapter regulates signs in a manner consistent with the speech freedoms of both the United States and the Kentucky Revised Statutes and is content neutral. Notwithstanding any other provision of this chapter, no sign is subject to any limitation based on its content.

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

- (1) Abandoned sign. A sign that:

- (a) By reason of neglect, damage or deterioration requires repair; and
- (b) The owner, or other party responsible for maintaining the sign, fails to undertake and complete the repairs within thirty (30) days after written notice to do so from the City.
- (2) Advertising sign. A sign which directs attention to a business, product, service activity or entertainment, sold or offered elsewhere than on the premises where such sign is located. Such sign includes billboards and off-premises signs.
- (3) Air-inflated sign. A sign which maintains shape by air pressurization.
- (4) Animated sign. Any sign depicting action, motion, light or color changes through electrical or mechanical means.
- (5) Area of sign.
 - (a) The area of a sign shall be considered to include all lettering, wording and accompanying designs and symbols, together with the background on which they are displayed, any frame around the sign and any “cutouts” or extensions, but shall not include any supporting structure or bracing.
 - (b) The area of a sign shall consist of individual letters or symbols attached to or painted on a surface, building, wall or window, and shall be considered to be that of the smallest rectangle which encompasses all elements of said sign.
 - (c) The area of a sign which is other than rectangular in shape shall be determined as the area of the smallest rectangle which encompasses all elements of said sign.
 - (d) The area of a sign which consists of a three-dimensional object shall be considered to be the area of the largest vertical cross-section of that object.
 - (e) Only one (1) side shall be counted in computing the area of a double-faced sign.
- (6) Awning. A fabric overhead projection from a building façade intended to provide shelter from wind, sun or rain for passing pedestrians and window shoppers.
- (7) Banner. Any sign of lightweight fabric, vinyl or similar material. Flags and pennants shall not be considered a banner.
- (8) Building marker. Any sign indicating only the name of a building, the date of construction or incidental information about its construction, which is cut into a masonry surface or made of a permanent material and permanently affixed to the building.
- (9) Campus sign. A sign which is located within a campus-style environment which consists of at least three (3) acres of real property, such as a school, college, religious institution, performance hall, convention center or other like environment as approved by the Planning Commission. Such signs may include electronic message signs.
- (10) Canopy sign. A sign that is part of, or customarily attached to; a gasoline canopy.
- (11) Directional sign. Any non-commercial sign of an instructional nature displayed for the convenience of the public.
- (12) Drive-thru facilities sign. See “freestanding sign”
- (13) Electronic message sign. A variable message sign that displays computer-generated messages or utilizes other electronic means of changing copy. These signs include, but are not limited to; displays using incandescent lamps, light emitting diodes (LEDs), liquid crystal displays (LCDs) or a flipper matrix.

- (14) Flag. Any fabric, banner or bunting containing distinctive colors, patterns or symbols; used as a symbol of a government, political subdivision, the official flag of any institution, a business or for civic purposes. Only business or trade flags are considered signs within the scope of this chapter.
- (15) For sale/for rent sign (temporary). A sign which lists all or part of the premises on which the sign is located for sale or rent.
- (16) Freestanding sign. A sign that is permanently attached to the ground and is wholly independent of any building or other structure. The term “freestanding sign” includes, but is not limited to; any ground sign, hanging sign, landscape wall sign, drive-thru facility sign, monument sign, multi-tenant sign, pillar sign or pole sign defined as follows:
 - a. Drive-thru facility sign. An outdoor sign which is part of drive-thru or drive-in facilities. This type of sign may include, but is not limited to; a changeable point of purchase display that allows the retailer to list products and prices.
 - b. Ground sign. A freestanding sign, other than a pole sign, which is:
 - i. Supported by at least two (2) architectural support structures;
 - ii. Pedestrian scale or low to the ground; and
 - iii. Not directly in contact with the ground.
 - c. Hanging sign. A sign suspended from the underside of, or attached to the side of, posts or structures.
 - d. Landscape wall sign. A sign consisting of individual letters mounted on a screen, perimeter wall or retaining wall.
 - e. Monument sign. A sign in which the entire bottom of the sign is in contact with the ground, or which is mounted on a solid base at least two-thirds (2/3) of which is the sign face, providing a solid and continuous background for the sign from the ground to the top of the sign.
 - f. Multi-tenant sign. A sign structure designated with two (2) or more removable panels to identify the tenants in a building with more than one (1) tenant or in a development with more than one (1) building.
 - g. Pillar sign. A slender, three-dimensional freestanding vertical sign.
 - h. Pole sign. A freestanding or monument sign normally supported by one (1), but sometimes by more than one (1), pole and otherwise separated from the ground by air space.
- (17) Ghost sign. A sign painted on the exterior wall of a building or structure that has been weathered and faded to the extent it has lost its original brightness of color and visibility. Such signs shall be at least fifty (50) years old.
- (18) Ground sign. See “freestanding sign”
- (19) Hanging sign. See “freestanding sign”
- (20) Historical marker. A plaque or sign use to commemorate and visually educate the public about the people, places and events that are significant to local, state and national history.
- (21) Home occupation sign. A sign placed on a residential property for commercial purposes as approved by the Board of Adjustment.
- (22) Identification sign. A sign which indicates only the name and address of a building and/or management.
- (23) Illuminated indirectly. The use of an external light source to illuminate a sign.
- (24) Incidental sign. A sign, handbill or poster which is placed to advertise or announce a specific event, whether on or off the property said event shall take place.

- (25) Internal illumination. Internal lighting that shines through plastic or other translucent material.
- (26) Interstate system. That portion of the national system of Interstate highways and officially designated as such by the Kentucky Transportation Cabinet.
- (27) Landscaping wall sign. See “freestanding sign”
- (28) Message board. A permanent sign used to convey information by means of changeable lettering or graphics, including electronic message boards.
- (29) Monument sign. See “freestanding sign”.
- (30) Multi-tenant sign. See “freestanding sign”.
- (31) Mobile sign. A sign which is affixed to a frame having wheels and capable of being carried, attached to a vehicle or otherwise portable, and designed to stand free from a building or other structure. Signs designed to be affixed to the surface of real estate shall be deemed freestanding signs and not mobile signs, but the mere removal of wheels or temporary securing of a sign to the surface of real estate shall not prevent its being a mobile sign within this definition.
- (32) Neon sign. A sign with exposed neon lighting or a sign with neon lighted material transparent material.
- (33) Projecting sign. A sign attached directly to the wall of a building or other structure and extends in a perpendicular direction outward.
- (34) Obsolete sign. Any sign remaining after a building, structure or premise is vacated for a six-month period of time.
- (35) Pennant. Any light material such as plastic or fabric, suspended from rope, wire or string, usually in series, designed to move in the wind.
- (36) Pole sign. See “freestanding sign”.
- (37) Pillar sign. See “freestanding sign”.
- (38) Political sign. See “temporary sign”
- (39) Roof sign. A sign attached to the part of a building considered to be the roof, the roof being that part of a building that protects the interior portion of said building. Signs on the mansard of a roof are permissible, but shall not project above the roofline.
- (40) Sign. Any device, object, display, or part thereof, used to advertise, identify, display or attract attention to an object, person, institution, organization, business, product, service, event or location by any means; including words, letters, figures, design, symbols, fixtures, colors, illumination or projected image.
- (41) Sign face. The area or display surface used for the sign contents.
- (42) Sign height. The vertical distance to the highest point of a sign structure, as measured from the average grade at the base of the structure.
- (43) Sight visibility triangle. The area formed by the intersection of a public street, a driveway and a line connecting a point on the right-of-way.
- (44) Spotlight/beacon. Any light with one (1) or more beams directed into the atmosphere or directed at one (1) or more points not on the same lot as the light source; also, any light with one (1) or more beams that rotate or move.
- (45) Strobe light. Intermittently flashing spotlight.
- (46) Streamer. A sign made of a string of ribbons, tinsel, pennants or similar devices.
- (47) Subdivision monument sign. A monument sign located at an entrance of a subdivision and is associated with the identification of the subdivision.

- (48) Temporary sign. A sign intended to be displayed for a limited period of time including, but not limited to; the following:
- Construction sign. Sign placed on a site during construction of a building or development project including the rehabilitation, remodeling or renovation of a building.
 - Garage/ yard sale sign. Sign placed typically on a residential property, generally at the same time as garage sales or yard sales.
 - Home tour sign. Directional arrows to homes on a home tour.
 - Political sign. Sign displayed prior to an election, political campaign, referendum or ballot proposition put to the voters as part of City, State or Federal elections.
 - Real estate sign. Sign displayed on a property which is for sale, lease or rent.
 - Special event sign. Signs displayed to advertise either:
 - A special event; or
 - A non-commercial event exempt from a special event permit, such as on-premise church or school activities.
- (49) Wall sign. Any sign, including a fascia sign, which is attached parallel to the face of a wall of a building or other structure.
- (50) Window sign. A sign displayed on or within a window, visible from outside the building.

(e) *Prohibited signs.*

The following signs shall be prohibited, except as otherwise provide in this chapter:

- (1) Signs that interfere with the free use of building entrances and exits, including emergency exits;
- (2) Signs that obstruct doors or windows;
- (3) Signs that impede light and ventilation otherwise required by City ordinance, code or regulation;
- (4) Signs in a public right-of-way other than those allowed in this chapter;
- (5) Signs within a sight visibility triangle that conflict with Section 126-65 of the Paducah Zoning Ordinance;
- (6) Signs on vehicles or trailers that are parked or located so they can be seen from a street right-of-way and for the primary purpose of displaying the sign. It shall be prima facie evidence that the primary purpose of a vehicle or trailer is to display a sign if the vehicle or trailer is parked on the same property for a continuous period exceeding seventy-two (72) hours. The intent of this subsection is to prohibit the use or display of signs on vehicles and trailers to otherwise circumvent the purpose and intent of the sign code;
- (7) Air-inflated signs;
- (8) Strobe lights, animated signs, moving signs, attention attracting devices or beacons;
- (9) Signs painted directly onto structures;
- (10) Obsolete signs;
- (11) Any sign or sign structure determined by the City to be structurally unsafe or a hazard to safety or health by reason of inadequate maintenance, dilapidation or abandonment;
- (12) Obscene signs;
- (13) Mobile signs;
- (14) Roof signs;
- (15) Streamers, pennants and similar signs or devices, except when attached to an allowed temporary sign;

- (16) Signs that emit any noise or odor;
- (17) Freestanding signs that overhang any part of a building; and
- (18) Abandoned signs.

(f) *Exempt signs.*

The following signs are exempt from the permit requirements of these sign regulations. No sign, including exempt signs, may be posted within a street right-of-way without written approval from the Director of Engineering or his/her designee.

- (1) Government signs that are placed by government officers in the performance of their professional/elected duties.
- (2) Temporary or permanent signs erected by public utility or construction companies in the performance of their professional duties.
- (3) Vehicle signage when painted directly on a vehicle or attached magnetically.
- (4) Temporary signage as defined in subsection (g).
- (5) Historical markers;
- (6) Government flags;
- (7) Signs carried by a person;
- (8) Warning signs placed on private property and are a maximum of three (3) square feet;
- (9) Window signs which obscure a maximum of twenty-five (25) percent of transparent or translucent surfaces;
- (10) Signs preempted from regulation by state or federal law;
- (11) Identification signs; and
- (12) Ghost signs.

(g) *Temporary signs.*

- (1) Temporary signs generally. Except as otherwise allowed in this chapter, all temporary signs not classified as exempt signs shall:
 - a. Be allowed on private property only. Sandwich board signs may be allowed on public rights-of-way in accordance with subsection (7).
 - b. Be placed only by the property owner, or with the property owner's permission.
 - c. Not diminish public safety such as placement in a sight visibility triangle.
 - d. Not be mounted on a roof.
 - e. Not be illuminated indirectly or internally.
- (2) Construction signs. During a construction period, signs may be placed to announce construction.
 - a. Such signs shall not exceed sixteen (16) square feet in residential and one hundred (100) square feet in non-residential areas.
 - b. Such signs shall be erected no more than thirty (30) days prior to the beginning of construction.
 - c. Such signs shall be removed within ten (10) days after completing construction.
- (3) Wall and freestanding temporary signs. Temporary wall and freestanding signs shall:
 - a. Be a maximum of twenty (20) square feet when located in residential zones;
 - b. Be a maximum of fifty (50) square feet when located in non-residential zones; and
 - c. Be limited to one (1) sign per parcel for each street frontage.

- d. Be placed for no more than thirty (30) days.

(4) Pole banners

- a. Be a maximum of twelve and one-half (12.5) square feet when located in residential zones.
- b. Be a maximum of sixteen and one-half (16.5) square feet when located in non-residential zones.
- c. All banners shall be securely affixed to a mounting structure.
- d. Banners shall not be hung as canopy signs, flown as flags or used as any other form of permanent sign.
- e. Banner materials shall be weather-resistant fabric, plastic or vinyl.
- f. Poles and materials must be compatible and compliant with design standards if placed in a historic district.
- g. The City reserves the right to remove any pole banners at any time.

(5) Street banners

- a. In order to promote events of a civic and public nature in the Downtown or other commercial areas; any person, firm, corporation or organization may hang a vertical banner on cantilevered arms in designated locations. Further, pennants, flags or banners may be affixed to utility poles equipped by the City for such purposes.
- b. Generally, it shall be unlawful for any person to suspend any banner across or along any street, sidewalk or other public way of the City for any purpose.
- c. Banners reflecting a price, a business, or the promotion of goods or services are prohibited.
- d. Banners may reflect only one (1) theme at any given time within a district (Downtown, Wallace Park or Fountain Avenue for example). Different districts may have different themes at the same time.
- e. Banners shall not exceed one hundred fifty (150) square feet and not cause any interference or disruption in vehicular or pedestrian traffic.
- f. The City reserves the right to remove any banner at any time.

- (6) Signs promoting a special event may be placed no more than sixty (60) days prior to the event and shall be removed no later than forty-eight (48) hours after the event has ended. Said signs shall be placed on the property on which the event shall take place and shall not exceed thirty-two (32) square feet.

(7) Sandwich board signs.

- a. Sandwich board signs shall be no taller than thirty-six (36) inches in height and no wider than twenty-four (24) inches;
- b. Such signs may only be placed on a sidewalk that has a minimum of eight (8) feet in width;
- c. All signs must be compliant with ADA standards and maintain a minimum of five (5) feet of clearance from tables, chairs, bike racks or other appurtenances at all times. Placement shall not interfere with pedestrian or vehicular traffic.
- d. The sign must be constructed of weather resistant materials and shall be maintained in good repair.

- (8) During times of election. During times of primary, state or federal elections involving candidates from federal, state or local office that represents the district in which the property is located or involves an issue on the ballot within the district where the property is located, one (1) additional

temporary sign per issue or candidate shall be allowed. Such additional signs shall be allowed beginning sixty (60) days prior to the date of the primary, state or federal election and shall be removed five (5) days after the election.

(9) Additional temporary signs are allowed as follows:

- a. During times of sale or rent. One (1) additional temporary sign may be located on a property subject to the following parameters:
 1. The owner consents and the property is being offered for sale or rent through a licensed real estate agent;
 2. The property is offered for sale or rent by the property owner through advertising in local media; and
 3. Such sign shall be removed within fifteen (15) days following the date on which a contract for sale has been executed between the buyer and seller or a rental agreement has been executed between lessor and lessee.
 4. Said sign shall not exceed four (4) square feet.
- b. During times property is open to the public. One (1) additional temporary sign may be located on the property on a day when the property owner is opening the property to the public; however, the owner may not use this type of sign for more than fifteen (15) days a year. Such sign may not exceed four (4) square feet.
- c. One (1) additional temporary sign shall be allowed upon submittal of a final development application or issuance of a building permit and shall terminate upon the issuance of any certificate of occupancy or for approval to connect to electric power for the work authorized by the building permit. Such sign shall not exceed four (4) square feet.

(h) *Permit requirements.*

- (1) No sign regulated by this chapter shall be displayed, erected, relocated or altered unless all necessary permits have been issued by the City of Paducah. Applicants shall submit an application to the Fire Prevention Division before any permit may be issued.
- (2) Applicants shall obtain a Certificate of Appropriateness from the Historic and Architectural Review Commission (HARC) for signage proposed within the H-1 and H-2 Zones.
- (3) Signs shall only be erected or constructed in compliance with the approved permit.
- (4) Applicants shall obtain permits, including electrical permits.
- (5) Signs allowed pertaining to a legal, nonconforming use shall be subject to the regulations of the zone in which the nonconforming use is located.

(i) *Signs exempt from permit requirements.*

The following signs shall not require a permit:

- (1) Incidental signs
- (2) Historic markers
- (3) Temporary signs

(j) *Nonconforming signs.*

A legal nonconforming sign may continue in existence as long as it is properly maintained in good condition. These provisions shall not prevent the repair or restoration to a safe condition of any sign, but a nonconforming sign shall not be:

- (1) Changed to another nonconforming sign except where only the face or copy is changed;
- (2) Structurally altered so as to increase the degree of nonconformity of the sign;
- (3) Expanded or enlarged;
- (4) Reestablished after its removal; or
- (5) Moved to a new location on the building or lot.

(k) *Illegal signs.*

All illegal signs shall be subject to immediate enforcement action.

(l) *General regulations.*

- (1) All signs shall be constructed of approved materials and shall be designed to meet the structural requirements of the applicable building code.
- (2) No sign shall be erected or maintained where by reason of its position, illumination, size, shape or color it may obstruct, impair, obscure, interfere with the view of, or be confused with; any authorized traffic-control sign, signal or device.
- (3) No internally illuminated sign or electronic message sign shall be allowed within fifty (50) feet of property in any residential zone.
- (4) No sign shall be placed in any public right-of-way except as provided herein.
- (5) Traffic visibility at intersections shall be preserved in accordance with section 126-65 of the Paducah Zoning Ordinance.
- (6) No sign shall be attached to any tree, fence or utility pole except by a governmental body or agency.
- (7) All signs shall be adequately maintained. Such maintenance shall include proper alignment, continued readability and preservation of the sign with paint or other preservatives. Electronic message signs shall be free of burned-out lights.
- (8) All signs placed upon private property must have the written consent of the property owner or the owner's agent.
- (9) The area of a freestanding sign shall not include poles, supports or other structures used solely for support and do not contain advertising of any kind. Message boards are allowed as accessory signs on freestanding or wall signs. The area of the message board shall be included in the total allowable sign area.
- (10) Interior electronic message signs that change not more than once every thirty (30) seconds shall be allowed in the B-1, B-2, B-3, HBZ, HM, M-1, M-2 and M-3 Zones. Such signs shall be no larger than thirty (30) percent of the window.
- (11) Interior electronic signs that change not more than once every thirty (30) seconds shall be allowed in the B-2-T and H-1 Zones. Such signs shall be no larger than four (4) square feet. Only one (1) such sign shall be allowed per structure.

(m) *Signs allowed by specific zoning district.*

Any sign not specifically allowed shall be prohibited.

(n) *Residential and Mixed-Use Zones (R-1, R-2, R-3, R-4, NSZ, NCCZ and MU)*

- (1) Single-family and two-family dwellings:

One (1) building marker not exceeding one (1) square foot for each single-family residence or each side of a two-family structure.

- a. Every parcel shall be entitled to two (2) signs not exceeding thirty-six (36) square inches to be placed in any of the following locations:
 - i. On the front of every building, residence or structure;
 - ii. On each side of an authorized U.S. Postal Service mailbox; and
 - iii. On one (1) post which measures no more than forty-eight (48) inches in height and four (4) inches in width.

(2) Multi-family dwellings:

- a. One (1) freestanding sign that shall not exceed thirty-two (32) square feet and eight (8) feet in height and shall have a front yard setback of twenty (20) feet;
- b. One (1) wall sign that shall not exceed twelve (12) square feet.

(3) Incidental signs which shall not exceed two (2) square feet.

(4) Home occupation - One (1) wall sign not exceeding one (1) square foot.

(5) Subdivision - One (1) subdivision monument sign per entrance into a residential subdivision not to exceed thirty-two (32) square feet and eight (8) feet in height. Said sign shall have a setback of 10 (ten) feet from the traveled portion of the public way.

(6) Buildings used for religious or educational activities and cemeteries:

- a. One (1) freestanding sign that shall not exceed thirty-two (32) square feet and eight (8) feet in height. Said sign shall have a front yard setback of ten (10) feet;
- b. One (1) wall sign that shall not exceed twelve (12) square feet;
- c. One (1) message board that shall not exceed twelve (12) square feet and eight (8) feet in height; and
- d. Incidental signs which shall not exceed two (2) square feet.

(7) Principally or conditionally permitted commercial uses in the R-4, NSZ, NCCZ and MU Zones:

- a. One (1) freestanding sign that shall not exceed thirty-two (32) square feet and eight (8) feet in height and shall have a front yard setback of ten (10) feet.
- b. Wall signs shall be allowed for each tenant or lessee. Such signs shall not exceed twenty (20) percent of the face of the structure or each individual tenant or lessee space.

(8) No electronic message sign or electronic message boards shall be allowed in any residential zone, except for the Mixed-Use zone, wherein an electronic message sign or board may be allowed fifty (50) feet from any residential structure or mixed-use structure with a residential component.

(9) If a proposed sign is larger than allowed within adopted covenants in the MU Zone, it shall be referred to the Planning Commission as part of an Amendment to a Development Plan.

(o) *Professional, commercial and industrial zones (B-1, B-2, B-3, HBZ, M-1, M-2, M-3, HM, POP, A-1).*

(1) One (1) freestanding sign per street frontage; additionally, one (1) freestanding sign for every three hundred (300) linear feet of street frontage.

- a. Freestanding signs shall not exceed seventy-five (75) square feet, twenty-five (25) feet in height and shall have a minimum setback of five (5) feet. When street frontage permits two (2) signs, the freestanding signs may be combined into one (1) freestanding sign that shall not exceed one hundred ten (110) square feet. For buildings with more than one (1) occupying business, this freestanding sign may list all businesses within the building.
- b. Monument type freestanding signs shall not exceed sixty (60) square feet, eight (8) feet in height and shall have a minimum setback of five (5) feet.

- (2) One (1) wall sign, canopy sign or awning sign per street frontage with a maximum of four (4) signs per building or structure. The maximum allowed area for all signage in these zones is thirty-two (32) square feet or twenty (20) percent of the wall area to which the sign, canopy or awning is attached, whichever is greater. A maximum of thirty (30) feet of the façade shall be used to calculate the square footage area of a wall sign. Awnings shall have at least seven (7) feet of clearance when fully extended. When a building contains two (2) or more separate businesses, these requirements shall be applied separately to the wall area of the portion of the building occupied by the individual business.
- (3) One (1) message board either attached to a wall sign or freestanding sign not to exceed thirty-two (32) square feet and eight (8) feet in height.
- (4) One (1) drive-thru facility sign for each drive-thru lane, walk-up window or drive-up curbside. Drive-thru facility signs shall not exceed fifty-five (55) square feet and shall have a maximum height of eight (8) feet.
- (5) One (1) temporary sign per street frontage.
- (6) Theater marquee signs.
 - a. A marquee shall not exceed thirty-two (32) square feet, shall not project more than eight (8) feet from the building face and shall have a minimum clearance of ten (10) feet.
- (7) Incidental signs shall not exceed two (2) square feet.
- (8) Buildings used for religious or educational activities.
 - a. In addition to signage allowed above, one (1) message board, not exceeding thirty-two (32) square feet and eight (8) feet in height.
- (10) Subdivision - One (1) subdivision monument sign per entrance into a commercial or industrial subdivision not to exceed forty-eight (48) square feet and ten (10) feet in height. Said sign shall have a setback of 10 (ten) feet from the traveled portion of the public way.
- (9) Single-family, two-family and multi-family dwellings shall follow the provisions of subsection (n).
- (10) Perforated signs shall be allowed; however, they shall be either 50/50 or 60/40 perforation. No perforated sign shall be placed over ingress/ egress door.
- (11) Neon signs are allowed.

(p) Historic Downtown area (B-2-T, H-1 and H-2)

- (1) Wall signs. One (1) wall sign per building façade shall be allowed, provided that such signs shall be constructed so that each letter runs parallel to the street upon which the business abuts, shall be affixed to the exterior wall of the building and shall not protrude from the wall a distance of more than eighteen (18) inches. Wall signs shall be a maximum size of fifty (50) square feet. Building facades with more than fifty (50) feet of street frontage are allowed a maximum sign area of one and one-half (1.5) square feet per linear foot of street frontage subject to a one hundred (100) square foot maximum.
 - a. Internal illumination shall be allowed only when the letters themselves are lit and not the background in the B-2-T Zone.
 - b. Wall signs may be illuminated indirectly in the H-1 and H-2 Zones.
- (2) Freestanding signs shall not exceed twelve (12) square feet.
- (3) All signs in the H-1 and H-2 Zones shall be subject to the requirements of section 126-115 (c) and (g).

- (4) Projecting signs. One (1) projecting sign per building façade on a street frontage shall be allowed, provided that such sign may project from a building no more than four (4) feet horizontally and have a maximum area of six (6) square feet.
 - a. The projecting sign shall start no more than six (6) inches from the exterior wall of the building;
 - b. Shall be mounted by a metal bracket projecting from the wall of the building;
 - c. Shall be located within two (2) feet of the centerline of the building;
 - d. May have direct external illumination;
 - e. May be made of wood, metal alucobond, reinforced canvas or polyurethane foam; and
 - f. If the structure has a secondary entrance to a separate business or dwelling within the principle structure, one (1) additional projecting sign shall be allowed. Secondary signs shall not exceed one (1) square foot and shall be installed above the secondary entrance.
- (5) Awning signs. Signs on awnings shall be a maximum size of fifty (50) square feet and may be illuminated indirectly.
- (6) Sandwich board signs are allowed if the business does not have a projecting sign.
- (7) Neon signs are allowed.

(q) *Additional signage allowed in specific commercial and industrial zones.*

- (1) Downtown Business Zone (B-2) - In addition to the signage allowed above, the following signs shall be allowed:
 - a. Sandwich board signs.
- (2) General Business, Highway Business, Light Industrial and Heavy Industrial Zones (B-3, HBZ, M-1, M-2, M-3)

In addition to the signage allowed in subsection (o), the following signs shall be allowed:

- a. Shopping malls larger than one hundred thousand (100,000) square feet may have one (1) freestanding sign per street frontage with a maximum of two hundred fifty (250) square feet and a maximum height of thirty (30) feet. All other shopping malls may have one (1) freestanding sign per street frontage with a maximum of seventy-five (75) square feet and a maximum height of twenty-five (25) feet. Anchor tenants of a shopping mall may utilize any exterior wall of the mall for a wall sign, provided all other regulations are followed. Malls that contain stores with exterior ingress/ egress may utilize a hanging sign as well, provided such sign does not exceed six (6) square feet.
- b. One (1) Interstate sign for those businesses which lie within a two thousand five hundred (2,500) foot radius of the center point of an Interstate interchange overpass. This Interstate sign shall take the place of the allowed freestanding sign outlined in subsection (o) above. These businesses may have a combination of any two (2) of these signs: Interstate sign and wall signs or freestanding signs and wall sign. Interstate signs shall be subject to the following restrictions:
 - 1. Individual signs shall not exceed two hundred fifty (250) square feet.
 - 2. Ninety (90) feet in height.
 - 3. The signs base shall be at least ninety (90) feet from any residentially zoned property.
- (3) Advertising signs are allowed in the B-3, HBZ, M-1, M-2 & M-3 Zones along state and federal highways.

(r) *Planned Unit Development (PUD).* A sign's height, size, location and design features shall be determined by the sign requirements set forth in the underlying zone.

(s) *Replacement advertising signs.*

In the event the owner of an advertising sign desires to remove the sign and construct another advertising sign at the same or different location, the owner may apply for a permit from the Fire Prevention Division. A permit for a replacement advertising sign may be issued only upon the satisfaction of the following conditions:

- a. The number of advertising signs owned by the same owner do not exceed the current amount at which time the permit is applied for.
- b. The replacement advertising sign shall not exceed the face area and number of faces of the replaced sign.
- c. The owner has filed an application for permit for a replacement sign within a period of one (1) year following the removal of the advertising sign to be replaced.
- d. The owner submits reasonable proof of existence of the original advertising sign as of the effective date of this section.
- e. The replacement advertising sign shall comply with the other requirements as set forth in this section.

(t) *Advertising on Interstate Highways.* No advertising sign shall be allowed adjacent to Interstate or limited-access highways except in conformance with the setback requirements established by the Kentucky Transportation Cabinet and the requirements of this Zoning Ordinance with respect to the zoning district involved and subsection (s) above.

(u) *Substitution clause.* The owner of any sign which is allowed by this chapter may substitute noncommercial speech in lieu of any other commercial speech or noncommercial speech. This substitution of copy may be made without any additional approval or permitting. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech or favoring of any particular noncommercial speech over any other noncommercial speech. This provision prevails over any more specific provision to the contrary.

STAFF RECOMMENDATION

Based upon the positive recommendation from the Planning Commission, staff recommends the City Commission adopt the zoning text amendment contained herein.

ORDINANCE NO. 2022-_____ - _____

**AN ORDINANCE REPEALING AND REPLACING SECTION 126-76 OF THE CODE
OF ORDINANCES OF THE CITY OF PADUCAH RELATED TO SIGN
REGULATIONS IN ITS ENTIRETY**

WHEREAS, any change to the text of the zoning code must be referred to the Paducah Planning Commission before adoption and considered in accordance with KRS 100.211; and

WHEREAS, a public hearing was held on March 7, 2022 by the Planning Commission after advertisement pursuant to law; and

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

WHEREAS, the Planning Commission adopted a proposal to change the text of Section 126-76 *Sign Regulations* of the City of Paducah zoning ordinance; and

WHEREAS, the City desires to repeal and replace Section 126-76 of the Paducah Code of Ordinances to reflect the changes.

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

SECTION 1. That Section 126-76 *Sign Regulations* of the Code of Ordinances of the City of Paducah is hereby repealed in its entirety and replaced as follows:

Sec. 126-76. - Sign regulations.

- (a) *Purpose.* It is the purpose of this section to establish regulations for the control of signs within the zoning jurisdiction of the City of Paducah. The intent of this section is to support the use of signs to aid the public in the identification of businesses, activities and to assist the public in its orientation within the City. It is also the intent of this section to protect the public from the confusion created by the objectionable effects of advertising excesses, from the danger of unsafe signs and from the degradation of the aesthetic qualities of the City. Further, it is the intent of this section to protect constitutional rights to free speech. These regulations promote the health, safety and general welfare through a system of reasonable, non-arbitrary and non-discriminatory control of the placement, character, size, height, location and illumination of signs.
- (b) *Findings.* The City of Paducah finds that the standards and procedures in this chapter:
 - (1) Implement the goals and policies of the comprehensive plan by establishing uniform standards and procedures to control the size, type, number, design, placement, illumination and maintenance of signs.
 - (2) Protect public health and safety by:

- a. Minimizing visual distractions and obstructions that contribute to traffic accidents;
 - b. Prohibiting signs that constitute a traffic hazard or obstruct the visibility of motorists, bicyclists or pedestrians, or cause confusion by virtue of visual similarity to traffic control signs;
 - c. Reducing hazards caused by signs that overhang or project over public rights-of-way;
 - d. Providing more visual open space; and
 - e. Preventing potential deterioration of the City's appearance and attractiveness that would create a blighting influence.
- (3) Encourage signs that are attractive and function for the type of establishment to which they pertain;
 - (4) Encourage signs that are in scale and architectural harmony with the project site, project buildings, adjacent buildings and development in the zone or neighborhood in which they are located;
 - (5) Reduce visual clutter and physical obstructions caused by the proliferation of signs that could diminish the City's image, property values and quality of life;
 - (6) Keep signs within a reasonable scale with respect to buildings to which they relate;
 - (7) Encourage the upgrading, updating or removal of signs that are poorly maintained, out of character with their surroundings or do not conform to this chapter; and
 - (8) Prevent signs that are potentially dangerous to the public due to structural deficiencies and disrepair.

(c) *Applicability and message neutrality.*

- (1) Applicability. Any sign erected, placed, established or created that is visible from a public right-of-way, adjacent property or outdoor area of public property shall be in conformance with the standards, procedures and requirements of this chapter. All signs that are not expressly allowed by this chapter or exempt hereunder are prohibited.
- (2) Message neutrality. This chapter regulates signs in a manner consistent with the speech freedoms of both the United States and the Kentucky Revised Statutes and is content neutral. Notwithstanding any other provision of this chapter, no sign is subject to any limitation based on its content.

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

- (1) Abandoned sign. A sign that:
 - (a) By reason of neglect, damage or deterioration requires repair; and
 - (b) The owner, or other party responsible for maintaining the sign, fails to undertake and complete the repairs within thirty (30) days after written notice to do so from the City.
- (2) Advertising sign. A sign which directs attention to a business, product, service activity or entertainment, sold or offered elsewhere than on the premises where such sign is located. Such sign includes billboards and off-premises signs.
- (3) Air-inflated sign. A sign which maintains shape by air pressurization.
- (4) Animated sign. Any sign depicting action, motion, light or color changes through electrical or mechanical means.
- (5) Area of sign.
 - (a) The area of a sign shall be considered to include all lettering, wording and accompanying designs and symbols, together with the background on which they are displayed, any frame around the sign and any "cutouts" or extensions, but shall not include any supporting structure or bracing.
 - (b) The area of a sign shall consist of individual letters or symbols attached to or painted on a surface, building, wall or window, and shall be considered to be that of the smallest rectangle which encompasses all elements of said sign.
 - (c) The area of a sign which is other than rectangular in shape shall be determined as the area of the smallest rectangle which encompasses all elements of said sign.

- (d) The area of a sign which consists of a three-dimensional object shall be considered to be the area of the largest vertical cross-section of that object.
- (e) Only one (1) side shall be counted in computing the area of a double-faced sign.
- (6) Awning. A fabric overhead projection from a building façade intended to provide shelter from wind, sun or rain for passing pedestrians and window shoppers.
- (7) Banner. Any sign of lightweight fabric, vinyl or similar material. Flags and pennants shall not be considered a banner.
- (8) Building marker. Any sign indicating only the name of a building, the date of construction or incidental information about its construction, which is cut into a masonry surface or made of a permanent material and permanently affixed to the building.
- (9) Campus sign. A sign which is located within a campus-style environment which consists of at least three (3) acres of real property, such as a school, college, religious institution, performance hall, convention center or other like environment as approved by the Planning Commission. Such signs may include electronic message signs.
- (10) Canopy sign. A sign that is part of, or customarily attached to; a gasoline canopy.
- (11) Directional sign. Any non-commercial sign of an instructional nature displayed for the convenience of the public.
- (12) Drive-thru facilities sign. See “freestanding sign”
- (13) Electronic message sign. A variable message sign that displays computer-generated messages or utilizes other electronic means of changing copy. These signs include, but are not limited to; displays using incandescent lamps, light emitting diodes (LEDs), liquid crystal displays (LCDs) or a flipper matrix.
- (14) Flag. Any fabric, banner or bunting containing distinctive colors, patterns or symbols; used as a symbol of a government, political subdivision, the official flag of any institution, a business or for civic purposes. Only business or trade flags are considered signs within the scope of this chapter.
- (15) For sale/for rent sign (temporary). A sign which lists all or part of the premises on which the sign is located for sale or rent.
- (16) Freestanding sign. A sign that is permanently attached to the ground and is wholly independent of any building or other structure. The term “freestanding sign” includes, but is not limited to; any ground sign, hanging sign, landscape wall sign, drive-thru facility sign, monument sign, multi-tenant sign, pillar sign or pole sign defined as follows:
 - a. Drive-thru facility sign. An outdoor sign which is part of drive-thru or drive-in facilities. This type of sign may include, but is not limited to; a changeable point of purchase display that allows the retailer to list products and prices.
 - b. Ground sign. A freestanding sign, other than a pole sign, which is:
 - i. Supported by at least two (2) architectural support structures;
 - ii. Pedestrian scale or low to the ground; and
 - iii. Not directly in contact with the ground.
 - c. Hanging sign. A sign suspended from the underside of, or attached to the side of, posts or structures.
 - d. Landscape wall sign. A sign consisting of individual letters mounted on a screen, perimeter wall or retaining wall.
 - e. Monument sign. A sign in which the entire bottom of the sign is in contact with the ground, or which is mounted on a solid base at least two-thirds (2/3) of which is the sign face, providing a solid and continuous background for the sign from the ground to the top of the sign.
 - f. Multi-tenant sign. A sign structure designated with two (2) or more removable panels to identify the tenants in a building with more than one (1) tenant or in a development with more than one (1) building.
 - g. Pillar sign. A slender, three-dimensional freestanding vertical sign.
 - h. Pole sign. A freestanding or monument sign normally supported by one (1), but sometimes by more than one (1), pole and otherwise separated from the ground by air space.

- (17) Ghost sign. A sign painted on the exterior wall of a building or structure that has been weathered and faded to the extent it has lost its original brightness of color and visibility. Such signs shall be at least fifty (50) years old.
- (18) Ground sign. See “freestanding sign”
- (19) Hanging sign. See “freestanding sign”
- (20) Historical marker. A plaque or sign use to commemorate and visually educate the public about the people, places and events that are significant to local, state and national history.
- (21) Home occupation sign. A sign placed on a residential property for commercial purposes as approved by the Board of Adjustment.
- (22) Identification sign. A sign which indicates only the name and address of a building and/or management.
- (23) Illuminated indirectly. The use of an external light source to illuminate a sign.
- (24) Incidental sign. A sign, handbill or poster which is placed to advertise or announce a specific event, whether on or off the property said event shall take place.
- (25) Internal illumination. Internal lighting that shines through plastic or other translucent material.
- (26) Interstate system. That portion of the national system of Interstate highways and officially designated as such by the Kentucky Transportation Cabinet.
- (27) Landscaping wall sign. See “freestanding sign”
- (28) Message board. A permanent sign used to convey information by means of changeable lettering or graphics, including electronic message boards.
- (29) Monument sign. See “freestanding sign”.
- (30) Multi-tenant sign. See “freestanding sign”.
- (31) Mobile sign. A sign which is affixed to a frame having wheels and capable of being carried, attached to a vehicle or otherwise portable, and designed to stand free from a building or other structure. Signs designed to be affixed to the surface of real estate shall be deemed freestanding signs and not mobile signs, but the mere removal of wheels or temporary securing of a sign to the surface of real estate shall not prevent its being a mobile sign within this definition.
- (32) Neon sign. A sign with exposed neon lighting or a sign with neon lighted material transparent material.
- (33) Projecting sign. A sign attached directly to the wall of a building or other structure and extends in a perpendicular direction outward.
- (34) Obsolete sign. Any sign remaining after a building, structure or premise is vacated for a six-month period of time.
- (35) Pennant. Any light material such as plastic or fabric, suspended from rope, wire or string, usually in series, designed to move in the wind.
- (36) Pole sign. See “freestanding sign”.
- (37) Pillar sign. See “freestanding sign”.
- (38) Political sign. See “temporary sign”
- (39) Roof sign. A sign attached to the part of a building considered to be the roof, the roof being that part of a building that protects the interior portion of said building. Signs on the mansard of a roof are permissible, but shall not project above the roofline.
- (40) Sign. Any device, object, display, or part thereof, used to advertise, identify, display or attract attention to an object, person, institution, organization, business, product, service, event or location by any means; including words, letters, figures, design, symbols, fixtures, colors, illumination or projected image.
- (41) Sign face. The area or display surface used for the sign contents.
- (42) Sign height. The vertical distance to the highest point of a sign structure, as measured from the average grade at the base of the structure.
- (43) Sight visibility triangle. The area formed by the intersection of a public street, a driveway and a line connecting a point on the right-of-way.

- (44) Spotlight/beacon. Any light with one (1) or more beams directed into the atmosphere or directed at one (1) or more points not on the same lot as the light source; also, any light with one (1) or more beams that rotate or move.
- (45) Strobe light. Intermittently flashing spotlight.
- (46) Streamer. A sign made of a string of ribbons, tinsel, pennants or similar devices.
- (47) Subdivision monument sign. A monument sign located at an entrance of a subdivision and is associated with the identification of the subdivision.
- (48) Temporary sign. A sign intended to be displayed for a limited period of time including, but not limited to; the following:
 - a. Construction sign. Sign placed on a site during construction of a building or development project including the rehabilitation, remodeling or renovation of a building.
 - b. Garage/ yard sale sign. Sign placed typically on a residential property, generally at the same time as garage sales or yard sales.
 - c. Home tour sign. Directional arrows to homes on a home tour.
 - d. Political sign. Sign displayed prior to an election, political campaign, referendum or ballot proposition put to the voters as part of City, State or Federal elections.
 - e. Real estate sign. Sign displayed on a property which is for sale, lease or rent.
 - f. Special event sign. Signs displayed to advertise either:
 - i. A special event; or
 - ii. A non-commercial event exempt from a special event permit, such as on-premise church or school activities.
- (49) Wall sign. Any sign, including a fascia sign, which is attached parallel to the face of a wall of a building or other structure.
- (50) Window sign. A sign displayed on or within a window, visible from outside the building.

(e) *Prohibited signs.*

The following signs shall be prohibited, except as otherwise provide in this chapter:

- (1) Signs that interfere with the free use of building entrances and exits, including emergency exits;
- (2) Signs that obstruct doors or windows;
- (3) Signs that impede light and ventilation otherwise required by City ordinance, code or regulation;
- (4) Signs in a public right-of-way other than those allowed in this chapter;
- (5) Signs within a sight visibility triangle that conflict with Section 126-65 of the Paducah Zoning Ordinance;
- (6) Signs on vehicles or trailers that are parked or located so they can be seen from a street right-of-way and for the primary purpose of displaying the sign. It shall be prima facie evidence that the primary purpose of a vehicle or trailer is to display a sign if the vehicle or trailer is parked on the same property for a continuous period exceeding seventy-two (72) hours. The intent of this subsection is to prohibit the use or display of signs on vehicles and trailers to otherwise circumvent the purpose and intent of the sign code;
- (7) Air-inflated signs;
- (8) Strobe lights, animated signs, moving signs, attention attracting devices or beacons;
- (9) Signs painted directly onto structures;
- (10) Obsolete signs;
- (11) Any sign or sign structure determined by the City to be structurally unsafe or a hazard to safety or health by reason of inadequate maintenance, dilapidation or abandonment;
- (12) Obscene signs;
- (13) Mobile signs;
- (14) Roof signs;
- (15) Streamers, pennants and similar signs or devices, except when attached to an allowed temporary sign;
- (16) Signs that emit any noise or odor;

- (17) Freestanding signs that overhang any part of a building; and
- (18) Abandoned signs.

(f) *Exempt signs.*

The following signs are exempt from the permit requirements of these sign regulations. No sign, including exempt signs, may be posted within a street right-of-way without written approval from the Director of Engineering or his/her designee.

- (1) Government signs that are placed by government officers in the performance of their professional/elected duties.
- (2) Temporary or permanent signs erected by public utility or construction companies in the performance of their professional duties.
- (3) Vehicle signage when painted directly on a vehicle or attached magnetically.
- (4) Temporary signage as defined in subsection (g).
- (5) Historical markers;
- (6) Government flags;
- (7) Signs carried by a person;
- (8) Warning signs placed on private property and are a maximum of three (3) square feet;
- (9) Window signs which obscure a maximum of twenty-five (25) percent of transparent or translucent surfaces;
- (10) Signs preempted from regulation by state or federal law;
- (11) Identification signs; and
- (12) Ghost signs.

(g) *Temporary signs.*

- (1) Temporary signs generally. Except as otherwise allowed in this chapter, all temporary signs not classified as exempt signs shall:
 - a. Be allowed on private property only. Sandwich board signs may be allowed on public rights-of-way in accordance with subsection (7).
 - b. Be placed only by the property owner, or with the property owner's permission.
 - c. Not diminish public safety such as placement in a sight visibility triangle.
 - d. Not be mounted on a roof.
 - e. Not be illuminated indirectly or internally.
- (2) Construction signs. During a construction period, signs may be placed to announce construction.
 - a. Such signs shall not exceed sixteen (16) square feet in residential and one hundred (100) square feet in non-residential areas.
 - b. Such signs shall be erected no more than thirty (30) days prior to the beginning of construction.
 - c. Such signs shall be removed within ten (10) days after completing construction.
- (3) Wall and freestanding temporary signs. Temporary wall and freestanding signs shall:
 - a. Be a maximum of twenty (20) square feet when located in residential zones;
 - b. Be a maximum of fifty (50) square feet when located in non-residential zones; and
 - c. Be limited to one (1) sign per parcel for each street frontage.
 - d. Be placed for no more than thirty (30) days.
- (4) Pole banners
 - a. Be a maximum of twelve and one-half (12.5) square feet when located in residential zones.
 - b. Be a maximum of sixteen and one-half (16.5) square feet when located in non-residential zones.
 - c. All banners shall be securely affixed to a mounting structure.
 - d. Banners shall not be hung as canopy signs, flown as flags or used as any other form of permanent sign.
 - e. Banner materials shall be weather-resistant fabric, plastic or vinyl.

- f. Poles and materials must be compatible and compliant with design standards if placed in a historic district.
 - g. The City reserves the right to remove any pole banners at any time.
- (5) Street banners
- a. In order to promote events of a civic and public nature in the Downtown or other commercial areas; any person, firm, corporation or organization may hang a vertical banner on cantilevered arms in designated locations. Further, pennants, flags or banners may be affixed to utility poles equipped by the City for such purposes.
 - b. Generally, it shall be unlawful for any person to suspend any banner across or along any street, sidewalk or other public way of the City for any purpose.
 - c. Banners reflecting a price, a business, or the promotion of goods or services are prohibited.
 - d. Banners may reflect only one (1) theme at any given time within a district (Downtown, Wallace Park or Fountain Avenue for example). Different districts may have different themes at the same time.
 - e. Banners shall not exceed one hundred fifty (150) square feet and not cause any interference or disruption in vehicular or pedestrian traffic.
 - f. The City reserves the right to remove any banner at any time.
- (6) Signs promoting a special event may be placed no more than sixty (60) days prior to the event and shall be removed no later than forty-eight (48) hours after the event has ended. Said signs shall be placed on the property on which the event shall take place and shall not exceed thirty-two (32) square feet.
- (7) Sandwich board signs.
- a. Sandwich board signs shall be no taller than thirty-six (36) inches in height and no wider than twenty-four (24) inches;
 - b. Such signs may only be placed on a sidewalk that has a minimum of eight (8) feet in width;
 - c. All signs must be compliant with ADA standards and maintain a minimum of five (5) feet of clearance from tables, chairs, bike racks or other appurtenances at all times. Placement shall not interfere with pedestrian or vehicular traffic.
 - d. The sign must be constructed of weather resistant materials and shall be maintained in good repair.
- (8) During times of election. During times of primary, state or federal elections involving candidates from federal, state or local office that represents the district in which the property is located or involves an issue on the ballot within the district where the property is located, one (1) additional temporary sign per issue or candidate shall be allowed. Such additional signs shall be allowed beginning sixty (60) days prior to the date of the primary, state or federal election and shall be removed five (5) days after the election.
- (9) Additional temporary signs are allowed as follows:
- a. During times of sale or rent. One (1) additional temporary sign may be located on a property subject to the following parameters:
 - 1. The owner consents and the property is being offered for sale or rent through a licensed real estate agent;
 - 2. The property is offered for sale or rent by the property owner through advertising in local media; and
 - 3. Such sign shall be removed within fifteen (15) days following the date on which a contract for sale has been executed between the buyer and seller or a rental agreement has been executed between lessor and lessee.
 - 4. Said sign shall not exceed four (4) square feet.
 - b. During times property is open to the public. One (1) additional temporary sign may be located on the property on a day when the property owner is opening the property to the public; however,

the owner may not use this type of sign for more than fifteen (15) days a year. Such sign may not exceed four (4) square feet.

- c. One (1) additional temporary sign shall be allowed upon submittal of a final development application or issuance of a building permit and shall terminate upon the issuance of any certificate of occupancy or for approval to connect to electric power for the work authorized by the building permit. Such sign shall not exceed four (4) square feet.

(h) *Permit requirements.*

- (1) No sign regulated by this chapter shall be displayed, erected, relocated or altered unless all necessary permits have been issued by the City of Paducah. Applicants shall submit an application to the Fire Prevention Division before any permit may be issued.
- (2) Applicants shall obtain a Certificate of Appropriateness from the Historic and Architectural Review Commission (HARC) for signage proposed within the H-1 and H-2 Zones.
- (3) Signs shall only be erected or constructed in compliance with the approved permit.
- (4) Applicants shall obtain permits, including electrical permits.
- (5) Signs allowed pertaining to a legal, nonconforming use shall be subject to the regulations of the zone in which the nonconforming use is located.

(i) *Signs exempt from permit requirements.*

The following signs shall not require a permit:

- (1) Incidental signs
- (2) Historic markers
- (3) Temporary signs

(j) *Nonconforming signs.*

A legal nonconforming sign may continue in existence as long as it is properly maintained in good condition. These provisions shall not prevent the repair or restoration to a safe condition of any sign, but a nonconforming sign shall not be:

- (1) Changed to another nonconforming sign except where only the face or copy is changed;
- (2) Structurally altered so as to increase the degree of nonconformity of the sign;
- (3) Expanded or enlarged;
- (4) Reestablished after its removal; or
- (5) Moved to a new location on the building or lot.

(k) *Illegal signs.*

All illegal signs shall be subject to immediate enforcement action.

(l) *General regulations.*

- (1) All signs shall be constructed of approved materials and shall be designed to meet the structural requirements of the applicable building code.
- (2) No sign shall be erected or maintained where by reason of its position, illumination, size, shape or color it may obstruct, impair, obscure, interfere with the view of, or be confused with; any authorized traffic-control sign, signal or device.
- (3) No internally illuminated sign or electronic message sign shall be allowed within fifty (50) feet of property in any residential zone.
- (4) No sign shall be placed in any public right-of-way except as provided herein.
- (5) Traffic visibility at intersections shall be preserved in accordance with section 126-65 of the Paducah Zoning Ordinance.
- (6) No sign shall be attached to any tree, fence or utility pole except by a governmental body or agency.

(7) All signs shall be adequately maintained. Such maintenance shall include proper alignment, continued readability and preservation of the sign with paint or other preservatives. Electronic message signs shall be free of burned-out lights.

(8) All signs placed upon private property must have the written consent of the property owner or the owner's agent.

(9) The area of a freestanding sign shall not include poles, supports or other structures used solely for support and do not contain advertising of any kind. Message boards are allowed as accessory signs on freestanding or wall signs. The area of the message board shall be included in the total allowable sign area.

(10) Interior electronic message signs that change not more than once every thirty (30) seconds shall be allowed in the B-1, B-2, B-3, HBZ, HM, M-1, M-2 and M-3 Zones. Such signs shall be no larger than thirty (30) percent of the window.

(11) Interior electronic signs that change not more than once every thirty (30) seconds shall be allowed in the B-2-T and H-1 Zones. Such signs shall be no larger than four (4) square feet. Only one (1) such sign shall be allowed per structure.

(m) Signs allowed by specific zoning district.

Any sign not specifically allowed shall be prohibited.

(n) Residential and Mixed-Use Zones (R-1, R-2, R-3, R-4, NSZ, NCCZ and MU)

(1) Single-family and two-family dwellings:

One (1) building marker not exceeding one (1) square foot for each single-family residence or each side of a two-family structure.

a. Every parcel shall be entitled to two (2) signs not exceeding thirty-six (36) square inches to be placed in any of the following locations:

- i. On the front of every building, residence or structure;
- ii. On each side of an authorized U.S. Postal Service mailbox; and
- iii. On one (1) post which measures no more than forty-eight (48) inches in height and four (4) inches in width.

(2) Multi-family dwellings:

- a. One (1) freestanding sign that shall not exceed thirty-two (32) square feet and eight (8) feet in height and shall have a front yard setback of twenty (20) feet;
- b. One (1) wall sign that shall not exceed twelve (12) square feet.

(3) Incidental signs which shall not exceed two (2) square feet.

(4) Home occupation - One (1) wall sign not exceeding one (1) square foot.

(5) Subdivision - One (1) subdivision monument sign per entrance into a residential subdivision not to exceed thirty-two (32) square feet and eight (8) feet in height. Said sign shall have a setback of ten (10) feet from the traveled portion of the public way.

(6) Buildings used for religious or educational activities and cemeteries:

- a. One (1) freestanding sign that shall not exceed thirty-two (32) square feet and eight (8) feet in height. Said sign shall have a front yard setback of ten (10) feet;
- b. One (1) wall sign that shall not exceed twelve (12) square feet;
- c. One (1) message board that shall not exceed twelve (12) square feet and eight (8) feet in height; and
- d. Incidental signs which shall not exceed two (2) square feet.

(7) Principally or conditionally permitted commercial uses in the R-4, NSZ, NCCZ and MU Zones:

- a. One (1) freestanding sign that shall not exceed thirty-two (32) square feet and eight (8) feet in height and shall have a front yard setback of ten (10) feet.

- b. Wall signs shall be allowed for each tenant or lessee. Such signs shall not exceed twenty (20) percent of the face of the structure or each individual tenant or lessee space.
 - (8) No electronic message sign or electronic message boards shall be allowed in any residential zone, except for the Mixed-Use zone, wherein an electronic message sign or board may be allowed fifty (50) feet from any residential structure or mixed-use structure with a residential component.
 - (9) If a proposed sign is larger than allowed within adopted covenants in the MU Zone, it shall be referred to the Planning Commission as part of an Amendment to a Development Plan.
- (o) *Professional, commercial and industrial zones (B-1, B-2, B-3, HBZ, M-1, M-2, M-3, HM, POP, A-1).*
- (1) One (1) freestanding sign per street frontage; additionally, one (1) freestanding sign for every three hundred (300) linear feet of street frontage.
 - a. Freestanding signs shall not exceed seventy-five (75) square feet, twenty-five (25) feet in height and shall have a minimum setback of five (5) feet. When street frontage permits two (2) signs, the freestanding signs may be combined into one (1) freestanding sign that shall not exceed one hundred ten (110) square feet. For buildings with more than one (1) occupying business, this freestanding sign may list all businesses within the building.
 - b. Monument type freestanding signs shall not exceed sixty (60) square feet, eight (8) feet in height and shall have a minimum setback of five (5) feet.
 - (2) One (1) wall sign, canopy sign or awning sign per street frontage with a maximum of four (4) signs per building or structure. The maximum allowed area for all signage in these zones is thirty-two (32) square feet or twenty (20) percent of the wall area to which the sign, canopy or awning is attached, whichever is greater. A maximum of thirty (30) feet of the façade shall be used to calculate the square footage area of a wall sign. Awnings shall have at least seven (7) feet of clearance when fully extended. When a building contains two (2) or more separate businesses, these requirements shall be applied separately to the wall area of the portion of the building occupied by the individual business.
 - (3) One (1) message board either attached to a wall sign or freestanding sign not to exceed thirty-two (32) square feet and eight (8) feet in height.
 - (4) One (1) drive-thru facility sign for each drive-thru lane, walk-up window or drive-up curbside. Drive-thru facility signs shall not exceed fifty-five (55) square feet and shall have a maximum height of eight (8) feet.
 - (5) One (1) temporary sign per street frontage.
 - (6) Theater marquee signs.
 - a. A marquee shall not exceed thirty-two (32) square feet, shall not project more than eight (8) feet from the building face and shall have a minimum clearance of ten (10) feet.
 - (7) Incidental signs shall not exceed two (2) square feet.
 - (8) Buildings used for religious or educational activities.
 - a. In addition to signage allowed above, one (1) message board, not exceeding thirty-two (32) square feet and eight (8) feet in height.
 - (10) Subdivision - One (1) subdivision monument sign per entrance into a commercial or industrial subdivision not to exceed forty-eight (48) square feet and ten (10) feet in height. Said sign shall have a setback of 10 (ten) feet from the traveled portion of the public way.
 - (9) Single-family, two-family and multi-family dwellings shall follow the provisions of subsection (n).
 - (10) Perforated signs shall be allowed; however, they shall be either 50/50 or 60/40 perforation. No perforated sign shall be placed over ingress/ egress door.
 - (11) Neon signs are allowed.

(p) Historic Downtown area (B-2-T, H-1 and H-2)

- (1) Wall signs. One (1) wall sign per building façade shall be allowed, provided that such signs shall be constructed so that each letter runs parallel to the street upon which the business abuts, shall be affixed to the exterior wall of the building and shall not protrude from the wall a distance of more than eighteen (18) inches. Wall signs shall be a maximum size of fifty (50) square feet. Building facades with more than fifty (50) feet of street frontage are allowed a maximum sign area of one and one-half (1.5) square feet per linear foot of street frontage subject to a one hundred (100) square foot maximum.
 - a. Internal illumination shall be allowed only when the letters themselves are lit and not the background in the B-2-T Zone.
 - b. Wall signs may be illuminated indirectly in the H-1 and H-2 Zones.
- (2) Freestanding signs shall not exceed twelve (12) square feet.
- (3) All signs in the H-1 and H-2 Zones shall be subject to the requirements of section 126-115 (c) and (g).
- (4) Projecting signs. One (1) projecting sign per building façade on a street frontage shall be allowed, provided that such sign may project from a building no more than four (4) feet horizontally and have a maximum area of six (6) square feet.
 - a. The projecting sign shall start no more than six (6) inches from the exterior wall of the building;
 - b. Shall be mounted by a metal bracket projecting from the wall of the building;
 - c. Shall be located within two (2) feet of the centerline of the building;
 - d. May have direct external illumination;
 - e. May be made of wood, metal alucobond, reinforced canvas or polyurethane foam; and
 - f. If the structure has a secondary entrance to a separate business or dwelling within the principle structure, one (1) additional projecting sign shall be allowed. Secondary signs shall not exceed one (1) square foot and shall be installed above the secondary entrance.
- (5) Awning signs. Signs on awnings shall be a maximum size of fifty (50) square feet and may be illuminated indirectly.
- (6) Sandwich board signs are allowed if the business does not have a projecting sign.
- (7) Neon signs are allowed.

(q) Additional signage allowed in specific commercial and industrial zones.

- (1) Downtown Business Zone (B-2) - In addition to the signage allowed above, the following signs shall be allowed:
 - a. Sandwich board signs.
- (2) General Business, Highway Business, Light Industrial and Heavy Industrial Zones (B-3, HBZ, M-1, M-2, M-3)

In addition to the signage allowed in subsection (o), the following signs shall be allowed:

- a. Shopping malls larger than one hundred thousand (100,000) square feet may have one (1) freestanding sign per street frontage with a maximum of two hundred fifty (250) square feet and a maximum height of thirty (30) feet. All other shopping malls may have one (1) freestanding sign per street frontage with a maximum of seventy-five (75) square feet and a maximum height of twenty-five (25) feet. Anchor tenants of a shopping mall may utilize any exterior wall of the mall for a wall sign, provided all other regulations are followed. Malls that contain stores with exterior ingress/ egress may utilize a hanging sign as well, provided such sign does not exceed six (6) square feet.

- b. One (1) Interstate sign for those businesses which lie within a two thousand five hundred (2,500) foot radius of the center point of an Interstate interchange overpass. This Interstate sign shall take the place of the allowed freestanding sign outlined in subsection (o) above. These businesses may have a combination of any two (2) of these signs: Interstate sign and wall signs or freestanding signs and wall sign. Interstate signs shall be subject to the following restrictions:
 - 1. Individual signs shall not exceed two hundred fifty (250) square feet.
 - 2. Ninety (90) feet in height.
 - 3. The signs base shall be at least ninety (90) feet from any residentially zoned property.
- (3) Advertising signs are allowed in the B-3, HBZ, M-1, M-2 & M-3 Zones along state and federal highways.

(q) *Planned Unit Development (PUD).*

A sign's height, size, location and design features shall be determined by the sign requirements set forth in the underlying zone.

(s) *Replacement advertising signs.*

In the event the owner of an advertising sign desires to remove the sign and construct another advertising sign at the same or different location, the owner may apply for a permit from the Fire Prevention Division. A permit for a replacement advertising sign may be issued only upon the satisfaction of the following conditions:

- a. The number of advertising signs owned by the same owner do not exceed the current amount at which time the permit is applied for.
- b. The replacement advertising sign shall not exceed the face area and number of faces of the replaced sign.
- c. The owner has filed an application for permit for a replacement sign within a period of one (1) year following the removal of the advertising sign to be replaced.
- d. The owner submits reasonable proof of existence of the original advertising sign as of the effective date of this section.
- e. The replacement advertising sign shall comply with the other requirements as set forth in this section.

(t) *Advertising on Interstate Highways.* No advertising sign shall be allowed adjacent to Interstate or limited-access highways except in conformance with the setback requirements established by the Kentucky Transportation Cabinet and the requirements of this Zoning Ordinance with respect to the zoning district involved and subsection (s) above.

(u) *Substitution clause.* The owner of any sign which is allowed by this chapter may substitute noncommercial speech in lieu of any other commercial speech or noncommercial speech. This substitution of copy may be made without any additional approval or permitting. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech or favoring of any particular noncommercial speech over any other noncommercial speech. This provision prevails over any more specific provision to the contrary.

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

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

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

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by the City Clerk, _____
Published by *The Paducah Sun*, _____
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