



**CITY COMMISSION MEETING
AGENDA FOR APRIL 12, 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

PRESENTATION Duke of Paducah Presentation to Secretary of State Michael Adams

PROCLAMATION Sexual Assault Awareness & Prevention Month: Amberly Haverstock, Lotus Sexual Violence Resource Center Program Director

PRESENTATION McCracken County Coroner Annual Update - Amanda Melton

ADDITIONS/DELETIONS

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 22, 2022
		B.	Receive & File Documents
		C.	Personnel Actions
		D.	Approve 2022 Annual Plan and Administrative Plan for the Section 8 Program - TOMMY HOLLIMON, JR.
		E.	2022 Kentucky League of Cities (KLC) Insurance Services Workers' Safety Grant Application and Acceptance in the amount of \$3,000 - S SUAZO
		F.	Annual 911 Radio service agreement with Mobile Communications America in an amount of \$32,626.28 - B LAIRD

		G.	Contract Between the City of Paducah, Kentucky and Kenny's Lawn Care & More for Maintenance of City Surplus Lots - G CHERRY
		H.	Authorize an Agreement with Central Paving Company of Paducah for Compost Grinding of Tree Debris and Yard Waste - C YARBER
	II.	<u>MUNICIPAL ORDERS</u>	
		A.	Approve an Agreement with Beautiful Paducah, LLC for the 2022 BBQ on the River Event - D JORDAN
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Zoning Text Amendments - J SOMMER
		B.	Zoning Text Amendment for Signage - J SOMMER
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Approve Contract Modification to Professional Services Contract with BFW Engineering & Testing for the S. 24th Street-S 25th Street Improvement Project in the amount of \$48,241.00 - R MURPHY
		B.	Approve of Construction Contract for Buckner Lane Bridge Replacement Project with Jim Smith Contracting, LLC in the amount of \$1,985,514.37 - R MURPHY
		C.	Approve Contract Modification #1 of Flapgate Construction Contract with Jim Smith Contracting, LLC in the amount of (\$463,400.00) - R MURPHY
		D.	Approve Consensual Annexation of 5250 & 5266 US Highway 60 West - J SOMMER
		E.	FY2022 Budget Amendment in the amount of \$3 Million to allocate funding and authorize payment for the Airport Terminal Project from the 2020A GOB Bond Proceeds - D JORDAN
		F.	FY2022 Budget Amendment in the amount of \$600,000 from Investment Fund Fund Balance Reserve to be used for City Facilities Improvements (PF0079) - D JORDAN
	V.	<u>DISCUSSION</u>	
		A.	Grants Update - H REASONS

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

March 22, 2022

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, March 22, 2022, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Guess, Henderson, Wilson and Mayor Bray (4). Commissioner Gault was unable to attend.

INVOCATION

Commissioner Guess led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

NEW EMPLOYEE INTRODUCTIONS – Chief Laird introduced 911 Telecommunicators Mackenzie Dennis and Coby Fauver

PROCLAMATION – Mayor Bray presented a Proclamation to Lexie Millikan, YAC Executive Director, declaring March as Mary Yeiser Month in honor of the 65th Anniversary of Yeiser Art Center.

CONSENT AGENDA

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

I(A)	Approve Minutes for March 8, 2022, Paducah Board of Commissioners Meeting
I(B)	RECEIVE AND FILE DOCUMENTS: <u>Deed File:</u> 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) <u>Contract File:</u> 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
I(C)	Reappointment of Mark Knecht and Mark Kettler to the Paducah Golf Commission. Said terms shall expire March 26, 2026.
I(D)	Reappointment of Steven Page and Cindy Ragland to the Creative and Cultural Council. Said terms shall expire March 24, 2025
I(E)	Personnel Actions
I(F)	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,

March 22, 2022

	AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2553; BK 12)
I(G)	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 (MO #2554; BK 12)
I(H)	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 (MO #2555; BK 12)
I(I)	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 (MO #2556; BK 12)
I(J)	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 (MO #2557; BK 12)

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

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

RESOLUTION

PLEDGING SUPPORT FOR THE RAISE GRANT APPLICATION FOR FRIENDSHIP ROAD/KY 1286

Commissioner Henderson offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Resolution entitled, “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.”

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

MUNICIPAL ORDERS

2022 CITY COMMISSION PRIORITIES

Commissioner Wilson offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER OF THE CITY OF PADUCAH, KENTUCKY, ADOPTING THE CITY COMMISSION PRIORITIES FOR CALENDAR YEAR 2022 AND REPEALING MUNICIPAL ORDER 2438.”

March 22, 2022

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Wilson and Mayor Bray (4).
(MO #2558; BK 12)

RIGHT OF WAY ACQUISITION 5420 BUCKNER LANE

Commissioner Guess offered Motion, seconded by Commissioner Henderson, 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 5420 BUCKNER LANE FOR PERMANENT RIGHT-OF-WAY AND PERMANENT PUBLIC UTILITY AND DRAINAGE EASEMENT, AS REQUIRED FOR THE BUCKNER LANE BRIDGE REPLACEMENT PROJECT.”

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Wilson and Mayor Bray (4).
(MO #2559; BK 12)

ORDINANCE ADOPTIONS

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

Commissioner Wilson offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt 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.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Wilson and Mayor Bray (4).
(ORD 2022-03-8725; BK 36)

CONSENSUAL ANNEXATION OF 185 LION’S DEN LANE

Commissioner Gault offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners adopt 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.

The Mayor invited Nicole Martinez, owner of Tenacity Gym, to speak prior to the vote. She expressed her enthusiasm about her business being within the City Limits.

Adopted on call of the roll yeas, Commissioners Guess, Henderson, Wilson and Mayor Bray (4).
(ORD 2022-03-8725; BK 36)

ORDINANCE INTRODUCTIONS

ZONING TEXT AMENDMENTS

Commissioner Henderson offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “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.” This Ordinance is summarized as follows: This Ordinance amends 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. Said amendments were heard by the Paducah Planning Commission at a public hearing on March 7, 2022, and forwarded to the City Commission with the recommendation of approval.

ZONING TEXT AMENDMENT FOR SIGNAGE

Commissioner Wilson offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled, “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.” This Ordinance is summarized as follows: This ordinance repeals and replaces Section 126-76 *Sign Regulations* of the Code of Ordinances of the City of Paducah in its entirety in order to standardize sign sizes in residential, historic and commercial/industrial zones. Said changes were heard by the Paducah Planning Commission at a public hearing on March 7, 2022, and forwarded to the City Commission with the recommendation of approval.

DISCUSSION

ROBERT CHERRY CIVIC CENTER

Communications Manager Pam Spencer offered the following summary:

“On February 8, the Board reviewed two renovation design options prepared by PFGW Architects for the 9377 square foot Robert Cherry Civic Center located at 2701 Park Avenue. At this meeting, the Board approved a motion to move forward with the option that uses the existing building footprint with no increase in square footage. This option uses approximately three-quarters of the existing building footprint to provide assembly, kitchen, and storage space with a seating capacity for 160 to 256 people at rectangular tables depending upon the table configuration and dance floor space. The remaining building square footage is designed to provide office and reception space for the Parks & Recreation Department. It will take nearly four to five months to prepare the construction documents and receive bids. The construction phase is estimated to take 12 to 16 months.”

March 22, 2022

MOTION

Commissioner Henderson offered motion, seconded by Commissioner Guess, that the Board of Commissioners move forward with Option A as presented by BFW for the renovation of the Robert Cherry Civic Center.

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

ARPA FUNDING

Communications Manager Pam Spencer offered the following summary:

“The Board also agreed to set aside \$1.8 million of the American Rescue Plan Act (ARPA) funds for the project. The City of Paducah is receiving \$6.439 million in ARPA funding and already has set aside \$4 million for stormwater projects.”

ADJOURN

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

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

TIME ADJOURNED: 7:00 p.m.

ADOPTED: April 12, 2022

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

April 12, 2022

RECEIVE AND FILE DOCUMENTS:

Deed File:

1. Deed and Easements – between Mary Judith Wilkey and Jerry Allen Wilkey – Buckner Lane Project – 5403 Buckner Lane – MO #2551
2. Deed and Permanent Easement between Ben and Terry Green and the City of Paducah – Buckner Lane Project – 5256 Buckner Lane - MO #2552
3. Quitclaim Deed – City of Paducah to Paducah Independent School District –ROW Closings – Clark Street, Polk Street and Washington Street - ORD 2021-12-8718
4. Quitclaim Deed – City of Paducah to Paducah Independent School District –ROW Closings Polk Street and Otis Denning Drive - ORD 2022-02-8721

Contract File:

1. Interlocal Cooperation Agreement – City of Paducah, County of McCracken, Barkley Regional Airport Authority – Airport Terminal Project – ORD 2021-08-8701
2. Short Form Agreement between City of Paducah and HDR Engineering – BUILD - \$2,039,500 – ORD 2022-03-8725
3. Fifth Amendment to tower Option and Lease Agreement – AT&T – MO #2546

Financials File:

1. Paducah Water Works – Month ended February 28, 2022

Bids and Proposals File:

1. BUILD Grant – HDR Contract – Statement of Qualifications, Cost Proposal from HDR and RFQ from October 2021

CITY OF PADUCAH
April 12, 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

4/7/2022

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
April 12, 2022**

<u>NEW HIRES - FULL-TIME (F/T)</u>					
<u>PLANNING</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Henry, Angela K.	Downtown Development Specialist	\$23.08/hr	NCS	Ex	April 14, 2022

<u>NEW HIRES - PART-TIME (P/T)</u>					
<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Everly, Rebecca	Park Ranger	\$14.00/hr	NCS	Non-Ex	April 14, 2022
Hill, Jeremiah L.	Park Ranger	\$14.00/hr	NCS	Non-Ex	April 14, 2022

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

<u>ADMINISTRATION</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Jordan, Daron E.	City Manager \$73.32/hr	City Manager \$75.15/hr	NCS	Ex	February 1, 2022
<u>FINANCE</u>					
Gray, Kristi	Senior Accountant \$29.36/hr	Senior Accountant \$30.83/hr	NCS	Ex	April 21, 2022
Guardian, Melanie	Revenue Technician \$18.84/hr	Revenue Technician \$19.41/hr	NCS	Non-Ex	April 7, 2022
<u>PARKS & RECREATION</u>					
Wurth, Mary	Senior Administrative Assistant \$21.07	Senior Administrative Assistant \$21.70	NCS	Non-Ex	March 31, 2022

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

<u>PARKS & RECREATION</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>
Baskin, Arthur L.	Park Ranger \$11.00/hr	Park Ranger \$14.00/hr	NCS	Non-Ex	April 14, 2022
Cress, John E.	Park Ranger \$11.00/hr	Park Ranger \$14.00/hr	NCS	Non-Ex	April 14, 2022
Crouch, Mary R.	Park Ranger \$11.00/hr	Park Ranger \$14.00/hr	NCS	Non-Ex	April 14, 2022
Lamphere, James F.	Park Ranger \$11.00/hr	Park Ranger \$14.00/hr	NCS	Non-Ex	April 14, 2022
Thomason, Jason W.	Park Ranger \$11.00/hr	Park Ranger \$14.00/hr	NCS	Non-Ex	April 14, 2022
<u>POLICE</u>					
Boulton, Jon K.	Equipment Specialist \$12.00/hr	Equipment Specialist \$15.00/hr	NCS	Non-Ex	April 7, 2022

TERMINATIONS - PART-TIME (P/T)

<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Cunningham, Jackie R.	Park Ranger	Resignation	March 18, 2022
Lesniewski, Lawrence	Park Ranger	Resignation	March 18, 2022
Pruitt, Phillip	Parks Maintenance - Laborer	Termination	March 31, 2022
Roberts, James P.	Park Ranger Supervisor	Resignation	March 17, 2022

TERMINATIONS - FULL-TIME (F/T)

<u>POLICE</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Barkley, Meridith L.	Evidence Technician	Resignation	May 31, 2022

Agenda Action Form

Paducah City Commission

Meeting Date:

Short Title: Approval of the 2022 Annual Plan and Administrative Plan for Section 8 Program

Category: Municipal Order

Staff Work By: Lasica McEwen,
Tommy Hollimon
Presentation By:

Background Information: Required annually, this Administrative Plan outlines how the Housing Choice Voucher program, also known as Section 8, is to operate. While most of the program's regulations are established by HUD, a few local preferences can be made, however these elements must be founded in the Administrative Plan. Current FMR and adjusted Utility Allowances are also included.

Paralleling the preferences of previous years, the 2022 plan gives local preference to recent victims of domestic violence, full-time students, families displaced by a federally declared disaster, working families, disabled and elderly households. Also, a local customization, the 2022 plan continues to require a minimum payment by the tenant of at least \$50.00.

Local preferences include continued participation in the HUD-Veterans Affairs Supportive Housing (HUD-VASH) program which continues to house 15 veterans, and continued promotion of both the Scholar House and the Merryman House Initiative.

The 2022 Administrative also includes a more detailed description and procedures regarding the VASH program.

A public hearing for this Administrative Plan was held on March 11, 2022. No comments were received.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

Revised 2022 Administrative Plan

*HUD Form 50077-CR (to be signed by Mayor)

*HUD Form 50077 (to be signed by Mayor)

Annual Plan HUD Form 50075-HCV

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ADOPTING THE CITY OF PADUCAH, KENTUCKY, ADMINISTRATIVE PLAN FOR 2022 HOUSING CHOICE VOUCHER PROGRAM, EFFECTIVE MAY 1, 2022, WITH SAID ADMINISTRATIVE PLAN INCLUDING REVISIONS TO THE UTILITY ALLOWANCES FOR THE SECTION 8 HOUSING PROGRAM AS REQUIRED BY THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS REVISED

WHEREAS, it is the intent of the City of Paducah to submit an Annual Plan, as required, to the U.S. Department of Housing & Urban Development to provide decent, safe, and sanitary rental housing assistance for eligible families and provide opportunities, promote self-sufficiency and economic independence for the Housing Choice Voucher program participants; and

WHEREAS, the Utility Allowances and the Fair Market Rent may be updated each year and as such are reflected in this Annual Plan.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah, Kentucky, Administrative Plan for 2022 Housing Choice Voucher Program, effective May 1, 2022 is hereby adopted in its entirety.

SECTION 2. That the City of Paducah adopts revisions of the Utility Allowances for the Section 8 Housing Program reflecting certain changes in utility rates as outlined in the Administrative Plan for 2022 Housing Choice Voucher Program, effective May 1, 2022.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 12, 2022
Recorded by Lindsay Parish, City Clerk, April 12, 2022
mo\sec8-annual plan & utility allowance 2022

CITY OF PADUCAH KENTUCKY

Administrative Plan for 2022 Housing Choice Voucher Program

KY-137



Proposed Effective Date: May 1, 2022

As Adopted by the City of Paducah Board of Commissioners

Municipal Order #

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INTRODUCTION

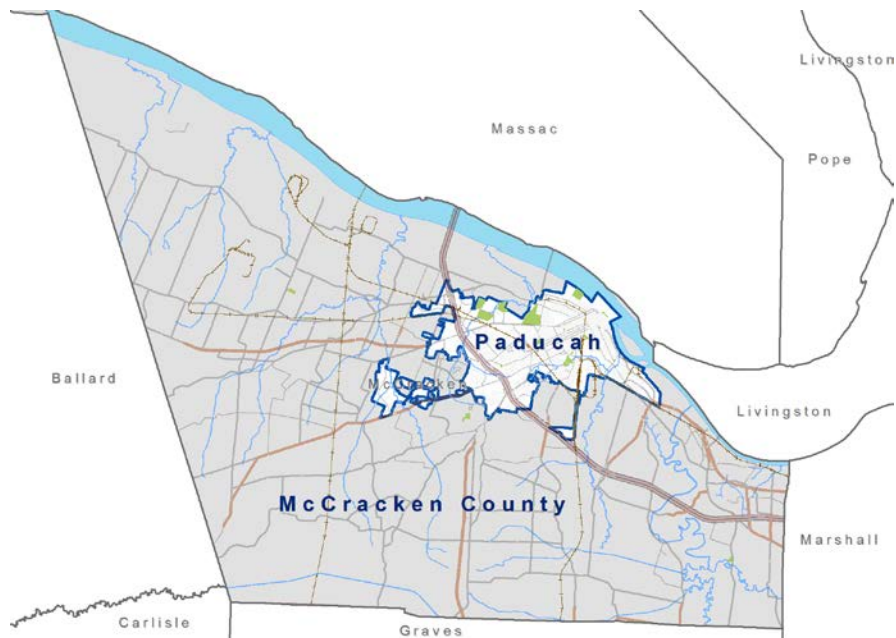
Our goal is to provide in Paducah-McCracken County decent, safe and sanitary rental housing for eligible families and to provide opportunities, promote self-sufficiency and economic independence for Housing Choice Voucher (HCV), also known as Section 8, program participants.

To achieve this mission, we will:

- Recognize residents as our ultimate customer
- Through effective and efficient management
- Seek problem-solving partnerships with residents, landlords, community and government leadership

The purpose of this administrative plan is to establish guidelines for staff to follow in determining eligibility for Housing Choice Voucher (Section 8) programs. The basic guideline for this plan is governed by the requirements of the U.S. Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. The policies and procedures governing admissions and continued occupancy are outlined in the plan and these requirements are binding upon applicants, residents, landlords and this Public Housing Agency (PHA), known as the Paducah Section 8 Housing office. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

Federal Regulations shall mean those found in Section 24 CFR (Code of Federal Regulations).



Housing Choice Voucher (HCV) Program overview

In the Housing Choice Voucher (Section 8) program, the PHA pays monthly rental subsidies so that eligible families can afford decent, safe, and sanitary housing. HUD provides housing assistance funds to the PHA and funds the PHA to administer the program.

Under the HCV tenant-based program, families select and rent units that meet program housing quality standards (HQS). If the PHA approves a family's unit and tenancy, the PHA contracts with the owner to make rent subsidy payments (housing assistance payments) (HAP) directly to the owner on behalf of the family, on a monthly basis. The family enters into a lease with the owner and pays its share of the rent to the owner in accordance with the lease.

The HAP contract between the PHA and the owner covers only a single unit and a specific assisted family. If the family moves out of the leased unit, the HAP contract with the owner terminates. The family may generally move to another unit with continued assistance, so long as the family is complying with program requirements.

Part I. ELIGIBILITY AND OBLIGATIONS

1. Eligibility Determination

The Paducah Section 8 office serves the residents of Paducah-McCracken County, Kentucky and will use a simple pre-application form as suggested by HUD that will enable us to make a preliminary determination of eligibility. Complete applications of eligible families (Family is described as: A person or group of persons, as determined by the Paducah Section 8 Housing office consistent with 24 CFR 5.403, approved to reside in a unit with assistance under the program) will be arranged by date and time of application.

Eligibility Criteria:

A. A qualifying family is described as:

The term "family" includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or
2. A group of persons residing together and such group includes, but is not limited to:
 - a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - b. An elderly family;
 - c. A disabled family;
 - d. A displaced family; and/or
 - e. The remaining member of a tenant family.

B. The applicant must be of a very low-income status as established by HUD reflecting **50% of the median income**. Annual income (gross income) is compared to income limits published by the Federal Register.

2. Selection of Program Participants – Local Preferences

This PHA – Paducah Section 8 Housing office – will utilize the following weighted local preferences in the classification of families and placement on the waiting list. Priority will be given utilizing a point system and organized on the waiting list by time and date of application in the following order in coordination with the income targeting criteria as follows:

- A. (20 points) Eligible applicants referred by a partnering service organization (PIH Notice 2017-08) who are or have been **victims within the past year** of domestic violence as defined and outlined by "Violence Against Women and Department of Justice Reauthorization Act of 2005" or current legislation regarding violence against women.
- B. (15 points) Eligible applicants who are currently enrolled or enrolled to be **full-time students** (minimum 12 credit hours per semester) at an institution of higher learning in pursuit of a degree or specialty program and are seeking self-sufficiency.
- C. (10 points) **Federally Declared Disaster Families** or locally displaced by governmental action - A family displaced by a federally declared disaster. Housing Choice Voucher participants or Public Housing residents from the disaster area will receive preference over non-assisted disaster families.
- D. (5 points) **Previously assisted eligible families** that have been terminated by the PHA due to reduced federal funding.
- E. (3 points) **Working families** (at least one person employed a minimum of 25 hours per week or receiving an equivalent pay of minimum federal wage times 25 weekly), **disabled or elderly** families and families certified for homeowner assistance.
- F. All other eligible families followed by (G).
- G. Single, non-elderly, non-disabled.

3. Income Targeting Selection Criteria

A minimum of **75% of all new admissions** during any fiscal year will have incomes **at or below 30% of area median income** as established by HUD and published in Federal Register.

4. Eligibility Exceptions (not eligible)

- A. No person owing money to this Agency or any other federally funded housing program shall be deemed eligible for a Section 8 Housing Assistance.
- B. Applicants who were past participants in the Section 8 Program may be determined ineligible if it is determined that the applicant either:
 - 1. Failed to satisfy liability for unpaid rent or damages.
 - 2. Vacated the unit in violation of their lease.
 - 3. Failed to promptly and/or honestly supply information relating to income, allowable deductions and family compensations.
 - 4. Intentional and willfully abused the program.
 - 5. Was abusive or threatening to Section 8 workers.
- C. In determining whether or not an applicant shall be determined ineligible and in determining the length of the ineligibility, the Program Administrator shall consider factors such as:
 - 1. The seriousness of the offense.
 - 2. The applicant's current attitude.
 - 3. The length and time that has lapsed since the offense.
- D. Applicants and current Section 8 participants will be **deemed ineligible for Rental Assistance because of family members that engage in drug-related criminal activities** on or off the premises.
- E. This Agency will deny or terminate assistance based on the following:
 - 1. The **felonious manufacture, sale or distribution or the possession** with intent to manufacture, sell or distribute of a controlled substance [as defined in Section 102 of the Controlled Substance Act (21U.S.C. 802)]
 - 2. The **felonious use or possession of a controlled substance**.
 - 3. **Illegal drug use** or pattern of illegal drug use that may interfere with the safety or welfare of other tenants.
 - 4. **Abuse of alcohol** or pattern of such abuse that may interfere with the safety or welfare of other tenants.
 - 5. **Violent criminal activity** includes any felonious criminal activity that has as one of its elements, the use, attempted use, or threatened use of physical force against the person or property of another. Felonious is described as criminal activity classified as a felony under Federal, State or Local Laws.
 - 6. Any criminal activity that threatens the safety or welfare of other residents.
 - 7. **Manufacture or producing of methamphetamine (will receive a lifetime ban)**
 - 8. Family member fleeing to avoid prosecution or custody or confinement after conviction for a felony or high misdemeanor
 - 9. **Sex offenders** subject to a lifetime sex offender registration

5. Considerations in Denials and Termination-

- A. This Agency, Paducah Section 8 office, will deny or terminate assistance if the preponderance of the evidence indicates that a Family member has engaged in such activity regardless of whether the Family member has been arrested or convicted.
- B. This Agency will consider all circumstances in each case i.e. seriousness of offense, extent of Family member participation, effects of denial or termination on other Family members, etc.
- C. This Agency shall give the applicant or participant an opportunity for an informal hearing procedure.
- D. This Agency will deny assistance to applicants who have been evicted from public housing or terminated from assisted housing within the past 3 years for drug related activities, except for the manufacture or producing of methamphetamine on the premise of the assisted unit which will permanently deny eligibility for assisted housing.

6. Criminal Background Checks

Each applicant will be screened for criminal conviction records by reviewing police, court records, probation and parole records and/or landlord references. These records will be used only for applicant screening and termination purposes and will be destroyed once the purpose of their use is completed.

Applicants rejected because of criminal records will be given a copy of the record and opportunity to dispute its accuracy and relevance.

7. Citizenship and Eligible Immigration Status

Paducah Section 8 Housing office will obtain and verify evidence of citizenship and eligible immigration status as required by HUD regulations implementing statutory restrictions on assisted occupancy by certain noncitizens.

8. Verifying Income and Determining & Gross Family Contribution

- A. Paducah Section 8 Housing office will verify income and gross family contribution as follows:
 1. PIH Enterprise Income Verification System (EIV) to be utilized per HUD regulations in 24CFR 5.233¹
 2. Third party verification
 3. Review documents
 4. Notarized statements and/or self-declaration of attributed income
- B. Assets up to \$5,000.00 may be self-verified with a self-declaration statement.
- C. VASH participant's income may be verified by the Housing Inquiry statement (HINQ) as provided by our partner VA office.
- D. Every calculation will be checked by another staff member and spot checked by the Administrator at random intervals.

9. Social Security and Supplemental Security Income Verification

Paducah Section 8 Housing office will require verification of SS and SSI income from each applicable participant and applicant by the provision of documents that indicate benefit amounts.

Upon receipt of SS/SSI Benefit History Report from HUD, we will review the applicable tenant income history and notify the tenant of any discrepancy found that would adversely affect the amount of housing assistance provided. The tenant will be given an opportunity to contest the findings through the normal informal hearing process.

¹ As per Notice PIH 2018-18 Use of EIV system

If after verifying that tenants received excessive housing assistance by not reporting all of their income, the Paducah Section 8 Housing office will use various enforcement actions depending on the cost and benefits of the technique selected. Options selected include, but are not limited to:

- Immediate Restitution
- Repayment Agreement
- Retroactive Rent
- Garnishment of Wages
- Prosecution
- Termination of Assistance

The Paducah Section 8 Housing office will use a confessed judgment note when immediate restitution or repayment agreement action is instituted.

All Tenant Income Discrepancy Reports used as a control for recording resolution of SS/SSI income differences will be maintained for two years and destroyed.

10. Family Obligations

The family shall:

- ✓ Notify the Paducah Section 8 Housing office BEFORE vacating the dwelling unit.
- ✓ Supply such certification, release information or documentation as PHA or HUD determines to be necessary in the administration of the program including use by the PHA for a regularly scheduled re-examination of family income and composition in accordance with HUD requirements.
- ✓ Allow the Paducah Section 8 Housing office to inspect the dwelling unit at reasonable times and after reasonable notice.
- ✓ Use the dwelling unit solely for a residence by the family, and as the family's principal place of residence.
- ✓ REPORT ANY CHANGES of family composition, increases or decreases in medical (elderly) or child care expenses, increases or decreases in family income.

The family shall not:

- ✗ Own or have any interest in the dwelling unit (other than in a manufactured home assisted under regulations or a member of a cooperative).
- ✗ Assign the lease or transfer the unit.
- ✗ Commit any fraud in connection with the Section 8 Housing Program.
- ✗ Receive assistance under the Section 8 Housing Program while occupying or receiving assistance for occupancy of another unit assisted under any Federal Housing Assistance Program (including any other Section 8 Program).

11. Interim Adjustments

Families participating in the Housing Choice Voucher Program as well as the Paducah Section 8 Housing office are required to **report any changes** of family composition, increases or decreases in medical (elderly) or child care expenses, increases or decreases in family income during each contract year as they occur. The EIV system will be utilized at each interim adjustment to determine income discrepancies. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged.²

² Required by Notice PIH 2018-18 (#16)

12. Family Information Provided to Owners

Paducah Section 8 Housing office will provide the following information to owners (upon request) regarding a prospective tenant:

- The family's current address
- The name and address (if known) of the family's present landlord
- Information known about tenancy's history of family members including documented drug or violent criminal activity by family members.
- Paducah Section 8 Housing office will provide families a statement of policy on the provision of information to owners. The same type of information will be provided to all owners and families.

13. Violence Against Women (VAWA) and Department of Justice Reauthorization Act of 2005

On January 5, 2006, President Bush signed into law the "Violence Against Women and Department of Justice Reauthorization Act of 2005 (Public Law 109-162). The law became effective that same day. In addition to reauthorizing many programs at the Department of Justice, the bill reauthorizes and expands provisions of the Violence Against Women Act (VAWA), which was originally enacted in 1994.

The law defines domestic violence as "felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other adult person against a victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction receiving grant monies." Dating violence, sexual assault, and stalking are included in the definition of domestic violence.

The most significant affect the law has on Section 8 participants and applicants for rental assistance is that an individual's status as a victim of domestic violence, dating violence, sexual assault or stalking is NOT an appropriate basis for denial of assisted housing. The new law does NOT change existing eligibility and continuing occupancy requirements.

Domestic Violence victims must still otherwise qualify for admission to and continuing participation in assisted housing programs.

This PHA, Paducah Section 8 office, is committed to these victims, as well as members of their immediate family, and to compliance with the VAWA law and will expand the applicant preference include victims of dating violence, sexual assault and stalking. The PHA will require a certification as to the incident(s). See FORM HUD-5382.

This PHA, Paducah Section 8 office, shall keep all information and certification(s) obtained by the PHA about a victim's status confidential. The information will not be entered into any shared database or provided to any related entity. However, the PHA may disclose the information if the victim requests or consents to the disclosure in writing; the information is required for use in termination proceedings related to whether the incident or incidents in question qualify as a serious or repeated violation of the lease or criminal activity directly relating to domestic violence, dating violence or stalking; or is otherwise required by law.

The following offenses are grounds for denial or termination of assistance for applicant/participant:

- a. Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if

- the tenant or immediate member of the tenant's family is a victim of that domestic violence, dating violence, sexual assault or stalking;
- b. Notwithstanding subparagraph a above, a PHA or owner under this section may bifurcate a lease under this section, in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant;
 - c. Nothing in subparagraph a may be construed to limit the authority of a PHA or owner, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up;
 - d. Nothing in subparagraph a limits any otherwise available authority of a PHA to terminate participant assistance for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the PHA does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate;
 - e. Nothing in paragraph a may be construed to limit the authority of a PHA or owner to terminate the tenancy of any tenant if the PHA or owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated; and
 - f. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
 - g. The PHA shall not terminate or refuse to renew the voucher due to an incident or incidents of actual or threatened domestic violence, dating violence, or stalking. These incidents will not be construed as a serious or repeated violation of the Housing Choice Voucher program by the victim or threatened victim of that violence and will not be good cause for terminating the Voucher of the victim of such violence.

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**CERTIFICATION OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE
DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

FORM HUD-5382
OMB APPROVAL NO. 2577-0286
EXP. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim: _____
2. Name of victim: _____
3. Your name: (if different from victim's) _____
4. Name(s) of other family member(s) listed on the lease: _____
5. Residence of victim: _____
6. Name of the accused perpetrator:
(if known and can be safely disclosed) _____
7. Relationship of the accused perpetrator to the victim: _____
8. Date(s) and times(s) of incident(s): (if known)

9. Location of incident(s):

10. In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature: _____ Date signed: _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number. FORM HUD-5382 (12/2016)

Part II. HOUSING STANDARDS AND INSPECTIONS

1. Housing Quality Standards and Inspection Procedures

Each housing unit occupied by an assisted participant under this Program must meet Housing Quality Standards. This will be determined by the use of HUD Inspection Form 52580.

An inspection will be performed on each prospective unit within 15 calendar days following request, *unless extenuating circumstances are present. The Paducah Section 8 office shall inspect assisted dwelling units under contract not less than biennially if the unit passed its inspection without a revisit. If the unit has failed an inspection, the Paducah Section 8 office may inspect the unit annually.*

To maximize efficiency and ensure an acceptable level of service, the Paducah Section 8 office may assign inspections to be conducted by staff or a contracted inspector that is trained to conduct such inspections in accordance with HQS.

It is the intent of this Agency to assure that each unit meets performance and acceptability requirements in order to meet the requirement of decent, safe, and sanitary housing. This will be achieved by adhering to quality control guidelines set forth in HUD Inspection Manual and following inspection procedures:

The Inspector receives a request for inspection from the Paducah Section 8 office. The inspection request might be for:

A. Pre-lease inspection.

The Program Administrator may have a tenant who has a unit that is questionable under the Section 8 Program and may want a pre-lease inspection made. The Program Administrator will make an appointment with the tenant and landlord to conduct a pre-lease inspection using the Housing Quality Standards.

The Section 8 Program Administrator and Inspector must follow the Housing Quality Standards with special regard to the plumbing and electrical systems. When inspecting a unit the Inspector will look beyond the obvious new cosmetic remodeling. A unit may look clean and nicely decorated but present subliminal health and safety guard.

B. Initial Inspections.

The Program Administrator or Inspector fill in the initial information on the inspection sheet and contact the tenant to schedule the inspection. The Housing Quality Standards and local codes must be met to insure the unit is decent, safe and sanitary.

While conducting the inspection it is the responsibility of the Inspector to note the unit's present condition listing any deficiencies that need correction.

After the inspection is completed, the unit will be classified as one of the following:

1. Approved.
2. Conditionally Approved, contingent upon repairing the identified deficiencies within a specified time.
3. Unapproved.

C. Re-exam Inspection.

Paducah Section 8 Housing office will conduct an inspection of a client's unit to determine that the dwelling continues to meet the approved standards. When a tenant is up for a re-examination inspection, the Paducah Section 8 Housing office will notify the resident and landlord to schedule an inspection. The procedure for this inspection uses the same guidelines as an Initial Inspection.

D. Follow-up Inspection.

If a unit has been inspected and is conditionally approved, contingent upon seasonal repairs (e.g. painting exterior of unit in adverse weather conditions), the landlord is given a due date in which to complete the identified deficiencies.

After the repair due date has expired, a follow-up inspection is made. If the repairs have been completed and are acceptable, the Inspector will classify the unit as approved. If the repairs are in progress, an extension of time may be given at the discretion of the Inspector. The Inspector will consider the degree of progress and the quality of the work at that point.

If repairs have not been initiated, the owner will be in Violation of their Contract with Paducah Section 8 Housing office and will be notified of the termination of Contract. The resident will be issued another Voucher to find housing elsewhere within 60 days.

E. Move-Out Inspections.

When a tenant leaves a unit that is under Contract with the Paducah Section 8 Housing office, whether it is due to transfer to another unit, termination of the lease, skip out, or an eviction, an optional move-out inspection may be requested by the landlord or tenant. The Paducah Section 8 office will write-up the inspection sheet and contact the tenant and/or landlord to schedule the inspection. The inspector will conduct the inspection. Notations are made on the move-out form and compared to the HUD Inspection Booklet, the Program Administrator's move-in sheet, and any follow-up comments in the tenant's file. This comparison guards against tenants being charged for any damage that was incurred from previous occupants.

The Section 8 Program Administrator and Inspector after each inspection make copies of the report for the Section 8 file, the tenant file, and for the landlord records. In cases where the units are acceptable contingent upon repairs, a cover letter including the tenant's name, the due date for completion of repairs and the Program Administrator's and Inspector's names are attached to the landlord's inspection report. The lease is negotiated while the deficiencies are being repaired.

When a unit is declared unacceptable, the Program Administrator and the Inspectors determine structural and/or major repairs that are required to make the unit decent, safe, and sanitary. The unit must comply with the Housing Quality Standards before the lease and contract can be negotiated.

2. Housing Quality Standards (Approval of Unit Size Family Selects)

- A. Unit must provide adequate space and security for the family (minimum standards).
- B. Unit must contain a living room, kitchen area, and a bathroom.
- C. Must be at least one bedroom or living/sleeping room of appropriate size for each two persons.
- D. A single parent with a child under the age of six (6) may share the same bedroom.
- E. Exterior doors and windows accessible from outside unit must be lockable.
- F. PHA may not prohibit family from renting unit with fewer bedrooms than number on Voucher as long as it meets regular HQS requirements.

3. Unit Size Selection by Family

Voucher holders may select a **larger** unit than listed on the voucher; however

- a. Family subsidy will be based on the applicable payment standard for which the family is eligible, not to exceed a tenant payment greater than 40% of the tenant's adjusted income.
- b. Utility allowance is given for the actual unit size selected.

Vouchers may select **smaller** unit than listed on voucher.

- a. Unit must meet HQS space standards.
- b. Subsidy would be based on unit size for which the family is eligible.

- c. Utility allowance is given for the actual unit size selected.

4. Occupancy Standards

- A. ***Policies and procedures of the PHA:*** Applications will be taken and eligibility determined by Paducah Section 8 Housing office, following notices through the news media of the availability of housing assistance for eligible families. Applications will be processed on a first-come, first-serve basis following selection procedures (see Section 3) without regard to age, race, color, national origin, religion, sex, familial status, disability, sexual orientation or gender identity.

Eligibility will be certified to families in conformance with the following:

Standards Used to Issue Housing Choice Vouchers		
Certification Size	Minimum	Maximum
0 Bedroom	1 person	1 person
1 Bedroom	1 person	2 people
2 Bedrooms	2 people	4 people
3 Bedrooms	4 people	6 people
4 Bedrooms	6 people	8 people

Standards Used to Determine Acceptability of Unit Size	
Unit Size	Minimum Occupancy Assuming Living Room Used as Living/Sleeping Area
0 Bedroom	1 person
1 Bedroom	4 people
2 Bedrooms	6 people
3 Bedrooms	8 people
4 Bedrooms	10 people

- B. ***Occupancy Standards Exceptions:*** Applicants may be given an exception to the established occupancy standards if determination is justified by the age, sex, health, disability, or relationship of family members or other individual circumstances. An exception will be considered if the applicant requests in writing stating the reasons and justification of such an exception based on the above factors. The Director of Planning will make the final determination of occupancy exceptions and document each case accordingly.

5. Disapproval of Owner

Paducah Section 8 Housing office will disapprove owner participation based on (1) owner history of failing to terminate tenancy for drug related or violent criminal activity or other threatening activity (2) owner engaging in drug related or violent criminal activity.

6. Annual Re-examinations

All families will be re-examined at least annually to determine if they will continue to receive assistance and to recalculate total tenant payment and assistance payments. The family is required to provide verification of family income, composition, medical expenses (elderly), and unusual expenses.

The recalculation of Housing Assistance Payments will be performed following the applicable method of the program. Any increase or decrease in the family's portion of rental payments will be calculated and notice will be sent to the landlord and participant in writing before the effective date of change.

7. Continued Assistance after Family Break-Up

Paducah Section 8 Housing office shall determine which family members will continue to receive assistance after a family break-up. The head of household, spouse or any adult member of the household must notify the Paducah Section 8 Housing office that there has been a family break-up and continued assistance is being requested. The assisted family member making the request must submit the request in writing to the Paducah Section 8 Housing office and request a determination. The request must be made within 10 calendar days of the break-up. The PHA will consider the following factors in making this determination:

Assisted Unit: Whether the assistance should remain with family members remaining in the original assisted unit.

Interest of Family Members: The interest of minor children or of ill, elderly or disabled family members.

Physical Violence: Whether family members are forced to leave the unit as a result or actual or threatened physical violence against family members by a spouse or other member of the household.

Paducah Section 8 Housing office will issue a determination within 10 calendar days of receipt of the request for a determination. The person requesting the determination may request an Informal Hearing in accordance with the PHA established procedures if they disagree with the determination of the Paducah Section 8 Housing office.

NOTICE - If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the Paducah Section 8 Housing office is bound by the court's determination of which family members continue to receive assistance in the program.

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Part III. SPECIAL HOUSING TYPES & STANDARDS

Overview

- A. Special housing types. There are 6 special housing types:
 - Single room occupancy (SRO) housing
 - Congregate housing
 - Group home
 - Shared housing
 - Cooperative (including mutual housing)
 - Manufactured home
- B. PHA choice to offer special housing type. The PHA may permit a family to use any of the following special housing types in accordance with requirements of the program: single room occupancy housing, congregate housing, group home, shared housing or cooperative housing. In general, the PHA is not required to permit use of any of these special housing types in its program. The PHA must permit use of any special housing type if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8.
- C. Family choice of housing and housing type. The PHA may not set aside program funding for special housing types, or for a specific special housing type. The family chooses whether to rent housing that qualifies as a special housing type under this subpart, or as any specific special housing type, or to rent other eligible housing in accordance with requirements of the program. The PHA may not restrict the family's freedom to choose among available units in accordance with Sec. 982.353.
- D. Applicability of requirements. Except as modified by this section, requirements in the other sections of this plan apply to the special housing types. Provisions in this section only apply to that specific special housing type. The housing type is noted in the title of each section.

1. Single Room Occupancy (SRO) [Sec. 982.602]

A single person only may reside in an SRO housing unit. The SRO housing unit may only be used if:

- HUD determines there is significant demand for SRO units in the area;
- The PHA approves providing assistance for SRO housing under the program; and
- The PHA certifies to HUD that the property meets applicable local health and safety standards for SRO housing.

For SRO housing, there is a separate lease and HAP contract for each assisted person.

Payment standard. For a person residing in SRO housing, the payment standard is 75 percent of the zero-bedroom payment standard amount on the PHA payment standard schedule. For a person residing in SRO housing in an exception area, the payment standard is 75 percent of the HUD-approved zero-bedroom exception payment standard amount.

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

HQS standards for SRO. The HQS in this plan apply to SRO housing. However, the standards in this section apply in place of the sanitary facilities, food preparation and refuse disposal, and space and security standards. Since the SRO units will not house children, the housing quality standards concerning lead-based paint, do not apply to SRO housing.

SRO Performance requirements. SRO housing is subject to the additional performance requirements for sanitary facilities, space and security, access, and sprinkler system standards below.

Sanitary facilities in an SRO, and space and security characteristics must meet local code standards for SRO housing. In the absence of applicable local code standards for SRO housing, the following standards apply:

- At least one flush toilet that can be used in privacy, lavatory basin, and bathtub or shower, in proper operating condition, must be supplied for each six persons or fewer residing in the overall SRO housing.
- If SRO units are leased only to males, flush urinals may be substituted for not more than one-half the required number of flush toilets. However, there must be at least one flush toilet in the building.
- Every lavatory basin and bathtub or shower must be supplied at all times with an adequate quantity of hot and cold running water.
- All of these facilities must be in proper operating condition, and must be adequate for personal cleanliness and the disposal of human waste. The facilities must utilize an approvable public or private disposal system.
- Sanitary facilities must be reasonably accessible from a common hall or passageway to all persons sharing them. These facilities may not be located more than one floor above or below the SRO unit. Sanitary facilities may not be located below grade unless the SRO units are located on that level.

Space and security requirements in an SRO.

- No more than one person may reside in an SRO unit.
- An SRO unit must contain at least one hundred ten square feet of floor space.
- An SRO unit must contain at least four square feet of closet space for each resident (with an unobstructed height of at least five feet). If there is less closet space, space equal to the amount of the deficiency must be subtracted from the area of the habitable room space when determining the amount of floor space in the SRO unit. The SRO unit must contain at least one hundred ten square feet of remaining floor space after subtracting the amount of the deficiency in minimum closet space.
- Exterior doors and windows accessible from outside an SRO unit must be lockable.

Access requirements in an SRO.

- Access doors to an SRO unit must have locks for privacy in proper operating condition.
- An SRO unit must have immediate access to two or more approved means of exit, appropriately marked, leading to safe and open space at ground level, and any means of exit required by State and local law.
- The resident must be able to access an SRO unit without passing through any other unit.

Sprinkler system requirements in an SRO.

A sprinkler system that protects all major spaces, hard wired smoke detectors, and such other fire and safety improvements as State or local law may require must be installed in each building. The term "major spaces" means hallways, large common areas, and other areas specified in local fire, building, or safety codes.

2. Congregate Housing [Sec. 982.606 of 24 CFR 982]

An elderly person or a person with disabilities may reside in a congregate housing unit. However, if approved by the PHA, a family member or live-in aide may reside with the elderly person or person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Additional standards apply concerning occupancy by a live-in aide.

For congregate housing, there is a separate lease and HAP contract for each assisted family.

Rent and housing assistance payment.

Without a live-in aide:

- For a family residing in congregate housing, the payment standard is the zero-bedroom payment standard amount on the PHA payment standard schedule. For a family residing in congregate housing in an exception area, the payment standard is the HUD-approved zero-bedroom exception payment standard amount.
- However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard for a family residing in congregate housing is the one-bedroom payment standard amount.

With a live-in aide, the live-in aide must be counted in determining the family unit size.

Housing quality standards for congregate housing. Sec. 982.609

The HQS in this plan apply to congregate housing. However, the standards in this section apply in place of the food preparation and refuse disposal standards. Congregate housing is not subject to the HQS acceptability requirement that the dwelling unit must have a kitchen area.

Food preparation and refuse disposal: Additional performance requirements. The following additional performance requirements apply to congregate housing:

- a. The unit must contain a refrigerator of appropriate size.
- b. There must be central kitchen and dining facilities on the premises. These facilities:
 - ✓ Must be located within the premises, and accessible to the residents;
 - ✓ Must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner;
 - ✓ Must be used to provide a food service that is provided for the residents, and that is not provided by the residents; and (iv) Must be for the primary use of residents of the congregate units and be sufficient to accommodate the residents.
- c. There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary.

3. Group Home [Sec. 982.610]

An elderly person or a person with disabilities may reside in a State-approved group home.

- (a) If approved by the PHA, a live-in aide may reside with a person with disabilities.
- (b) The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with additional standards concerning occupancy by a live-in aide.

Except for a live-in aide, all residents of a group home, whether assisted or unassisted, must be elderly persons or persons with disabilities.

Persons residing in a group home must not require continual medical or nursing care.

Persons who are not assisted under the tenant-based program may reside in a group home.

No more than 12 persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.

For assistance in a group home, there is a separate HAP contract and lease for each assisted person.

A group home must be licensed, certified, or otherwise approved in writing by the State (e.g., Department of Human Resources, Mental Health, Retardation, or Social Services) as a group home for elderly persons or persons with disabilities.

Rent and housing assistance payment.

Meaning of pro-rata portion. For a group home, the term "pro-rata portion," means the ratio derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any PHA-approved live-in aide.

Rent to owner: Reasonable rent limit. The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

The reasonable rent for a group home is determined in accordance with Sec. 982.503. In determining reasonable rent for the group home, the Paducah Section 8 Housing office must consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private facilities.

Unless there is a live-in aide, the family unit size is zero or one bedroom.

If there is a live-in aide, the live-in aide must be counted in determining the family unit size.

The payment standard for a person who resides in a group home is the lower of:

- The payment standard for the family unit size; or
- The pro-rata portion of the payment standard for the group home size.

Over-FMR tenancy: Payment standard. For an over-FMR tenancy, the payment standard for a person who resides in a group home is the lower of:

- The FMR/exception rent limit for the family unit size; or
- The pro-rata portion of the FMR/exception rent limit for the group home size.

Utility allowance in a Group Home. The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

Housing quality standards in a Group Home. Sec. 982.614

Compliance with HQS. The Paducah Section 8 Housing office may not give approval to reside in a group home unless the unit, including the portion of the unit available for use by the assisted person under the lease, meets the following housing quality standards.

The HQS in this plan apply to assistance in a group home. However, the standards in this section apply in place of the sanitary facilities, food preparation and refuse disposal, space and security, structure and materials, and site and neighborhood.

The entire unit must comply with the HQS.

Group Home performance requirements. Group home housing is subject to the additional performance requirements for sanitary facilities, food preparation and service, space and security, structure and material, and site and neighborhood:

Sanitary facilities in a Group Home

- o There must be a bathroom in the unit. The unit must contain, and an assisted resident must have ready access to:
 - A flush toilet that can be used in privacy;
 - A fixed basin with hot and cold running water; and
 - A shower or bathtub with hot and cold running water.

- o All of these facilities must be in proper operating condition, and must be adequate for personal cleanliness and the disposal of human waste. The facilities must utilize an approvable public or private disposal system.
- o The unit may contain private or common sanitary facilities. However, the facilities must be sufficient in number so that they need not be shared by more than four residents of the group home.
- o Sanitary facilities in the group home must be readily accessible to and usable by residents, including persons with disabilities.

Food preparation and service in a Group Home

- The unit must contain a kitchen and a dining area. There must be adequate space to store, prepare, and serve foods in a sanitary manner.
- Food preparation and service equipment must be in proper operating condition. The equipment must be adequate for the number of residents in the group home. The unit must contain the following equipment:
 - ✓ A stove or range, and oven;
 - ✓ A refrigerator; and
 - ✓ A kitchen sink with hot and cold running water. The sink must drain into an approvable public or private disposal system.
 - ✓ There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary.
- The unit may contain private or common facilities for food preparation and service.
- Space and security.
 - ✓ The unit must provide adequate space and security for the assisted person.
 - ✓ The unit must contain a living room, kitchen, dining area, bathroom, and other appropriate social, recreational or community space. The unit must contain at least one bedroom of appropriate size for each two persons.
 - ✓ Doors and windows that are accessible from outside the unit must be lockable.

Structure and material for a Group Home

- The unit must be structurally sound to avoid any threat to the health and safety of the residents, and to protect the residents from the environment.
- Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts or other significant damage. The roof structure must be firm, and the roof must be watertight. The exterior or wall structure and exterior wall surface may not have any serious defects such as serious leaning, buckling, sagging, cracks or large holes, loose siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc., must not present a danger of tripping or falling. Elevators must be maintained in safe operating condition.
- The group home must be accessible to and usable by a resident with disabilities.

Site and neighborhood for a Group Home.

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other hazards to the health, safety, and general welfare of the residents. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps, instability, flooding, poor drainage, septic tank back-ups, sewage hazards or mud slides, abnormal air pollution, smoke or dust, excessive noise, vibrations or vehicular traffic, excessive accumulations of trash, vermin or rodent infestation, or fire hazards. The unit must be located in a residential setting.

4. Shared Housing [Sec. 982.615]

Sharing a unit. An assisted family may reside in shared housing. In shared housing, an assisted family shares a unit with the other resident or residents of the unit. The unit may be a house or an apartment.

Who may share a dwelling unit with assisted family?

- a. If approved by the PHA, a live-in aide may reside with the family to care for a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8. See Sec. 982.316 concerning occupancy by a live-in-aide.
- b. Other persons who are assisted under the tenant-based program, or other persons who are not assisted under the tenant-based program, may reside in a shared housing unit.
- c. The owner of a shared housing unit may reside in the unit. A resident owner may enter into a HAP contract with the PHA. However, housing assistance may not be paid on behalf of an owner. An assisted person may not be related by blood or marriage to a resident owner.

For assistance in a shared housing unit, there is a separate HAP contract and lease for each assisted family.

Rent and housing assistance payment for shared housing - Sec. 982.617

Meaning of pro-rata portion. For shared housing, the term "pro-rata portion" means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five bedroom unit, the ratio would be 3/5.

Rent to owner: Reasonable rent.

The rent to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit.

- (b) The reasonable rent is determined in accordance with Sec. 982.503.

Maximum subsidy.

Voucher Tenancy: The payment standard is the lower of:

- ✓ The payment standard for the family unit size; or
- ✓ The pro-rata portion of the payment standard for the shared housing unit size.

Live-in aide. If there is a live-in aide, the live-in aide must be counted in determining the family unit size.

Utility allowance for shared housing

The utility allowance for an assisted family residing in shared housing is the prorated portion of the utility allowance for the shared housing unit.

Housing quality standards for shared housing - Sec. 982.618

- Compliance with HQS. The PHA may not give approval to reside in shared housing unless the entire unit, including the portion of the unit available for use by the assisted family under its lease, meets the housing quality standards.
- Applicable HQS standards. The HQS in Sec. 982.401 apply to assistance in shared housing. However, the HQS standards in this section apply in place of Sec. 982.401(d) (space and security).

- Facilities available for family. The facilities available for the use of an assisted family in shared housing under the family's lease must include (whether in the family's private space or in the common space) a living room, sanitary facilities in accordance with Sec. 982.401(b), and food preparation and refuse disposal facilities in accordance with Sec. 982.401(c).

Space and security Performance requirements for shared housing

- The entire unit must provide adequate space and security for all its residents (whether assisted or unassisted).
- Each unit must contain private space for each assisted family, plus common space for shared use by the residents of the unit. Common space must be appropriate for shared use by the residents.
- The private space for each assisted family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private space of an assisted family may not be less than the family unit size.
- A zero or one bedroom unit may not be used for shared housing.

5. Cooperative Housing [Sec. 982.619]

When cooperative housing may be used. A family may reside in cooperative housing if the PHA determines that:

- ✓ Assistance under the program will help maintain affordability of the cooperative unit for low-income families; and
- ✓ The cooperative has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member's interest in a cooperative unit (such as a sale of the resident's share in a cooperative corporation).

Rent to owner.

The reasonable rent for a cooperative unit is determined in accordance with Sec. 982.503. For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.

The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. The carrying charge includes the member's share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down-payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose.

Gross rent is the carrying charge plus any utility allowance.

The occupancy agreement/lease and other appropriate documents must provide that the monthly carrying charge is subject to Section 8 limitations on rent to owner.

Housing assistance payment. The amount of the housing assistance payment is determined in accordance with subpart K of this part.

Live-in aide.

If approved by the PHA, a live-in aide may reside with the family to care for a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8. See Sec. 982.316 concerning occupancy by a live-in aide.

If there is a live-in aide, the live-in aide must be counted in determining the family unit size.

6. Manufactured Home [Sec. 982.620]

Applicability of HUD requirements.

A family may reside in a manufactured home with assistance under the program. The PHA must permit a family to lease a manufactured home and space with assistance under the program. The PHA may provide assistance for a family that owns the manufactured home and leases only the space. The PHA is not required to provide such assistance under the program.

The HQS in Sec. 982.621 always apply when assistance is provided to a family occupying a manufactured home. Sections 982.622 to 982.624 only apply when assistance is provided to a manufactured home owner to lease a manufactured home space.

Live-in aide.

- If approved by the PHA, a live-in aide may reside with the family to care for a person with disabilities. The PHA must approve a live-in aide, if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8. See Sec. 982.316 concerning occupancy by a live-in aide.
- If there is a live-in aide, the live-in aide must be counted in determining the family unit size.

Housing quality standards for a manufactured home - Sec. 982.621

A manufactured home must meet all the HQS performance requirements and acceptability criteria in Sec. 982.401. A manufactured home also must meet the following requirements:

- (1) Performance requirement. A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.
- (2) Acceptability criteria. A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

Space Rental for a manufactured home: Rent to owner - Sec. 982.622

Rent to owner for rental of a manufactured home space includes payment for maintenance and services that the owner must provide to the tenant under the lease for the space.

Rent to owner does not include the costs of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

Reasonable rent. During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined in accordance with this section. Section 982.503 is not applicable.

The Paducah Section 8 Housing office may not approve a lease for a manufactured home space until the PHA determines that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the The Paducah Section 8 Housing office must determine whether the rent to owner for the manufactured home space is a reasonable rent in comparison to rent for other comparable manufactured home spaces. To make this determination, the PHA must consider the location and size of the space, and any services and maintenance to be provided by the owner in accordance with the lease (without a fee in addition to the rent).

By accepting each monthly housing assistance payment from the Paducah Section 8 Housing office, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the

same manufactured home park or elsewhere. The owner must provide information, as requested by the PHA, on rents charged by the owner for other manufactured home spaces.

Space rental for a manufactured home: Housing assistance payment. Sec. 982.623

Fair market rent. The FMR for a manufactured home space is determined in accordance with 24 CFR 888.113(e). Exceptions do not apply to rental of a manufactured home space.

Housing assistance payment for a manufactured home:

Payment standard. The payment standard is used to calculate the monthly housing assistance payment for a family. The payment standard for a family renting a manufactured home space is the published FMR for rental of a manufactured home space. The amount of the payment standard is determined in accordance with Sec. 982.505(d)(4) and (d)(5).

Subsidy calculation. The amount of the monthly housing assistance payment for a family equals the lesser of paragraphs (c)(2)(1) or (c)(2)(ii) of Sec. 982.623:

An amount obtained by subtracting 30% of the family's monthly adjusted gross income from the sum of:

- (A) The amortization cost;
- (B) The utility allowance; and
- (C) The payment standard.

The monthly gross rent for the manufactured home space minus the minimum rent. The minimum rent is the higher of:

- (A) 10% of monthly income (gross income); or
- (B) A higher minimum rent as required by law.

Amortization cost. The amortization cost may include debt service to amortize costs (other than furniture costs) included in the purchase price of the manufactured home. The debt service includes the payment for principal and interest on the loan. The debt service amount must be reduced by 15% to exclude debt service to amortize the cost of furniture, unless the Paducah Section 8 Housing office determines that furniture was not included in the purchase price.

The amount of the amortization cost is the debt service established at time of application to a lender for financing purchase of the manufactured home if monthly payments are still being made. Any increase in debt service due to refinancing after purchase of the home is not included in the amortization cost

Debt service for set-up charges incurred by a family that relocates its home may be included in the monthly amortization payment made by the family. In addition, set-up charges incurred before the family became an assisted family may be included in the amortization cost if monthly payments are still being made to amortize such charges.

Annual income. In determining a family's annual income, the value of equity in the manufactured home owned by the assisted family, and in which the family resides, is not counted as a family asset.

Space Rental for a manufactured home: Utility allowance schedule. Sec. 982.624

The Paducah Section 8 Housing office must establish utility allowances for manufactured home space rental. For the first twelve months of the initial lease term only, the allowances must include a reasonable amount for utility hook-up charges payable by the family if the family actually incurs the expenses because of a move. Allowances for utility hook-up charges do not apply to a family that leases a manufactured home space in place. Utility allowances for

manufactured home space must not cover costs payable by a family to cover the digging of a well or installation of a septic system.

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Part IV. RENT, UTILITY ALLOWANCE STANDARDS

1. Minimum Rent

The minimum rent required by the Agency is \$50.00. Hardship request may be made in writing by the participant for the following circumstances:

1. if a family has lost eligibility for or is awaiting determination for a federal, state or local assistance program
2. if the family would be subject to eviction as a result of the minimum rent requirement
3. if the income of the family has decreased resulting from changed circumstances, including loss of employment
4. if a family has an increase in expenses resulting from changed circumstances for medical costs, childcare, transportation, education, or similar situations
5. if a death occurs in the household

When the Paducah Section 8 Housing office grants a waiver of minimum rent due to hardship the participant must re-verify hardship situation each month if situation is of a temporary nature. Long term hardship situation are to be verified at reexamination.

2. Rent Reasonableness - Housing Choice Voucher Program

Under the voucher program, Paducah Section 8 Housing office will provide guidance to the family in securing a unit that is rent reasonable. We will assist the family, if requested, to negotiate a reasonable rent. We may disapprove a lease under the voucher program if the rent causes the tenant payment to exceed 40% of adjusted income or if the rent is not reasonable. Documentation of such will be presented to the owner of said property for an attempt to negotiate a reasonable rent.

Reasonable Rent rates will be ascertained by comparing rent for other comparable unassisted units. To assure reasonable rental rates, Paducah Section 8 office will consider the location, quality, size, unit type, and age of the unit plus any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease. The PHA will certify and document on a case-by-case basis that the approved rent does not exceed rents charged for comparable unassisted units. The bottom line is that the Paducah Section 8 Housing office will evaluate each unit and ascertain that the rent the assisted family pays is a fair price for the product received. After comparing all applicable data in the Paducah-McCracken County market, the following question will be asked: If you were in the market to lease a unit, would you be willing to spend your own money to lease this unit in this location? If the answer is yes and there is adequate documentation to support the decision, the lease should be approved. If the person performing the rent test cannot support the rent request (including that they believe the unit to be worth the amount requested and their willingness to answer yes to the above question) the lease will not be approved.

3. Security Deposit

The security deposit charged to program participants shall be established by the owner/agent of the rental property not to exceed deposits typically charged in the private market.

4. Payments

All Housing Assistance Payments (HAP) checks on current contracts will be disbursed to the landlord and all utility checks dispersed to the resident by the 5th working day of each month.

5. Payment Standard and FMR

The applicable Payment Standard (PS) for the HCV program shall be established at the HUD published Fair Market Rent (FMR). Payment Standards shall be reviewed each year in order to determine if the established levels are appropriate to meet the needs of participants based on rent burdens and success rates of assisted families.

If there is a decrease in the payment standard amount during the HAP contract term, the Paducah Section 8 office will continue to use the lower payment standard to calculate the family's HAP beginning at the effective date of the family's second regular reexamination following the effective date of the decrease in the payment standard.³

6. Contract Rent Adjustments

Under the Voucher Program, the owner must not increase the rent during the first year of the lease. In order to increase the rental rate, the owner must give the family and the Paducah Section 8 Housing office written notice at least 60-days before the implementation of the rent increase. The notice must state the new amount and the date the new rental amount is due. Such increases must meet the Rent Reasonableness standard.

7. Utility Allowances

The utility allowance schedule for the Section 8 Program will be reviewed yearly and adjusted accordingly to insure participant affordability. The utility allowance calculation will be based on the size of the families' Housing Choice Voucher issued, not the actual size of unit unless the actual unit size is less.

8. Portability - Voucher Program

Under the voucher program, the participants are entitled to portability of their voucher. Portability will be addressed as follows:

- A. Paducah Section 8 Housing office requires minimum notice of 30 days prior of the tenant's intended vacancy to transfer their certification.
- B. All information concerning the receiving agency must be provided by the participant.
- C. All efforts will be made to exchange certification with the receiving agency.
- D. If the participant is leased they must fulfill a minimum 12 month lease period and cannot port if in violation of present lease. Accommodations may be made for participants in Supported Programs or HUD-VASH, in consultation with program partners and the landlord.
- E. If adequate funds are not available, the PHA will deny portability moves if the receiving PHA's payment standard is greater than the local payment standard and the PHA refuses to absorb the transfer.

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³ NOTICE PIH 2018-01 (HA) issued January 17, 2018

Part V. TERMINATION & GRIEVANCES

1. Grounds for Denial or Termination of Assistance to Applicants and Participants

A. Types of denial

1. Denial of admission to applicant.
2. Denial of issuance of another voucher to participant who wants to move to another dwelling unit.
3. Declining to enter into a PHA contract.
4. Declining to approve a lease where requested by participant.

B. Condition of denial

- * Applicant or participant currently owes rent or other amounts to the PHA or another PHA in connection with Section 8 or Public Housing (listed in family obligations).

C. Termination of assistance

1. PHA must terminate assistance if family is evicted for serious or repeated lease violations or violations of participant obligations.
2. PHA must terminate or deny assistance if participant refuses to sign consent forms.

2. Termination of Tenancy

- A. The owner shall not terminate the tenancy of the (evict) family, except for:
 1. Serious or repeated violation of the terms and conditions of the lease.
 2. Violation of Federal, State, or local law which imposes obligations on the family in common with the occupancy and use of the dwelling unit and surrounding premises.
 3. Other good cause shown.
- B. The owner may evict (terminate the tenancy) the family from the contracted unit only by instituting a court action. The owner must notify the Paducah Section 8 office in writing of the commencement of proceedings for termination of tenancy, at the same time that the owner gives notice to the family under State or local law. The notice to the PHA may be given by furnishing the PHA a copy of the notice given to the family.

3. Grievance Procedures

A. Informal review of PHA decision regarding participation in the program.

1. The PHA shall give an applicant for participation in the Paducah's Section 8 Housing Program prompt written notice of a decision denying assistance to the applicant, including a decision to deny placement on the PHA waiting list for the Housing Choice Voucher Program. The notice of denial shall contain a brief statement of the reason for the decision. The notice shall also state that the applicant may request an informal review of the decision, and shall describe how to request the informal review.
2. The PHA shall give the applicant an opportunity for an informal review of the decision, in accordance with the review procedures established by the PHA. The informal review shall be conducted by any person or persons designated by the PHA, other than the person who made the decision or anyone involved in the review of such decision. The applicant shall be given an opportunity to present written or oral objections to the PHA decision. The PHA shall promptly notify that applicant in writing of the final outcome of the informal review, including a brief statement of the reasons for the final decision.
3. The PHA is not required to provide an opportunity for an informal review in accordance with paragraph (a) for the following:

- Discretionary administrative determinations made by the Paducah Section 8 office.
- General policy issues or class grievances.
- Determination of the number of bedrooms entered on the voucher under the occupancy standards established by the PHA.
- Judgment that a unit located by a voucher holder does not comply with the PHA's Housing Quality Standards, or the PHA's decision not to approve the lease for the unit.
- Decision by the Paducah Section 8 office not to approve a request by a voucher holder for an extension of the term of the voucher.

B. Informal hearing on PHA decision affecting participant's family.

1. In the following instances, the Paducah Section 8 office shall give a participant in the Section 8 Housing Choice Voucher Program an opportunity for an informal hearing to consider whether a decision relating to the individual circumstances of the family are in accordance with law, HUD regulations and Paducah Section 8 office rules:
 - a. A determination of the amount of the total payment of tenant rent (not including determination of the PHA's schedule of utility allowance for families in the PHA's Section 8 Program.
 - b. A decision to deny or terminate assistance on behalf of the participant.
 - c. Determination that a participant family is residing in unit with a larger number of bedrooms than appropriate under the PHA standards, and the PHA's determination to deny the family's request for exception from the standard.
 - d. In the case of an assisted family which wants to move to another dwelling unit with continued participation in the PHA program.
2. Paducah Section 8 Housing office is **not** required to provide an opportunity for an informal hearing in accordance with paragraph above for the following:
 - Discretionary administrative determinations by the PHA,
 - Consider general policy issues or class grievances.
 - Judgment that a unit does not comply with the PHA's Housing Quality Standards, that the owner has failed to maintain or operate a contract unit that provides decent, safe and sanitary housing in accordance with the HQS (including all services, maintenance, and utilities required under the lease).
 - Judgment that the contracted unit is not decent, safe and sanitary because of an increase in family size or change in family composition.
 - Decision to exercise any remedy against the owner under an outstanding contract including the termination of housing assistance payments to the owner.
 - Decision not to approve a family's request for an extension of the voucher issued to an assisted family which wants to move to another dwelling unit with continued participation in the PHA's Section 8 Program.
3. The PHA shall give the participant prompt written notice of a decision. The notice shall contain a brief statement of the reasons for that decision. The notice shall state that if the participant does not agree with the decision, the participant may request an informal hearing on the decision, and shall also state the time by which the request for an informal hearing must be made by the participant.
4. When the PHA determines the amount of the total tenant payment of the tenant rent, or determines the number of bedrooms entered on the voucher of an assisted family which wants to move to another dwelling unit, the PHA shall notify the participant that the participant may ask for an explanation of the basis of the PHA determination, and that, if the participant does not agree with the determination, the participant may request an informal hearing on the decision.
5. If the PHA has decided to terminate Housing Assistance Payment on behalf of a participant under an outstanding contract (and if the PHA is required to give the participant an informal

- hearing on the decision), the participant shall be afforded the opportunity for such informal hearing before the termination of Housing Assistance Payments.
6. In all cases when a hearing is required, the PHA shall proceed with a hearing in a reasonable expeditious manner upon the request of a participant.
 7. The PHA shall adopt written procedures for conducting an informal hearing for participants in the PHA's Section 8 Program. The PHA hearing procedures shall comply with the following:
 - a. The hearing may be conducted by any person or persons designated by the PHA, other than the person who made or approved the decision under review or a subordinate of such a person.
 - b. At their own expense, the participant may be represented by a lawyer or other representative.
 - c. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the PHA hearing procedures.
 - d. The PHA and the participant shall be given the opportunity to present evidence, and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
 - e. The person who conducts the hearing shall issue a written decision, stating briefly the reasons for the decision. Factual determination relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the participant.
 8. The Paducah Section 8 Housing office is **not** bound by a hearing decision:
 - a. Concerning a matter for which the PHA is not required to provide an opportunity for an informal hearing, or otherwise in excess of the authority of the person conducting the hearing under the PHA hearing procedures.
 - b. Contrary to HUD regulations and requirements, or otherwise contrary to Federal, State or local law.

If the PHA determines that it is not bound by a hearing decision, PHA shall promptly notify the participant of the determination, and of the reasons for the determination.

4. Complaints and Appeals

Paducah Section 8 Housing office will inform prospective landlords that Fair Housing and Equal Opportunity Laws must be observed. Complaints of discrimination that do occur will be investigated and action will be initiated to correct any inequalities that are found to exist.

5. Absence from Unit

Any family under the Section 8 program may not be absent from the unit for a period greater than 30 days consecutively unless for a medical situation which may not exceed 180 days. The family is obligated to inform the Paducah Section 8 Housing office upon family absence from the unit. Any failure to inform or prolonged unit absence to exceed time limitation will result in termination of rental assistance. The family will be given the right to an informal hearing in all cases of termination because of unit absence. *Note:* The HUD-VASH program provides an exception to this restriction. Single Veterans may retain their housing as long as they are not absent from the unit longer than 180 calendar days for continued assistance, and the Veteran's rent portion continues to be paid to the landlord. (VHA Directive 1162.05(1))

6. Restriction on the Number of Moves by a Participant Family

The PHA will restrict the number of voluntary moves by a participant family to twice during any 12 month period. Involuntary moves resulting from natural disasters, owner option to sell or relocate to unit, Paducah Section 8 Housing office initiated lease terminations, and all other moves where the participant is not at fault are unrestricted.

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Part VI. PROGRAMS

1. Conversion HCV's

Paducah Section 8 Housing office will administer conversion/enhanced vouchers consistent with 24 CFR 982.201(b)(1)(iii) and any or related subsequent HUD regulations.

Enhanced vouchers are **tenant-based assistance**. Households issued enhanced vouchers may elect to use the assistance in the same property (as long as the property continues as rental housing and the tenancy can be approved in accordance with the enhanced voucher policies), and in all cases may choose to move from the property immediately. There is no guarantee to the owner that any enhanced voucher assistance will be used at the property for any period of time. Enhanced vouchers are different from regular Housing Choice Vouchers (HCVs) in two major respects. If the family remains in the same property, a higher enhanced payment standard is used to determine the amount of subsidy when the gross rent exceeds the normally applicable PHA payment standard, and the family must continue to contribute towards rent at least the amount the family was paying for rent on the date of the mortgage maturity, rental assistance contract expiration, or affordability restriction expiration that removes the affordability restrictions at the property.

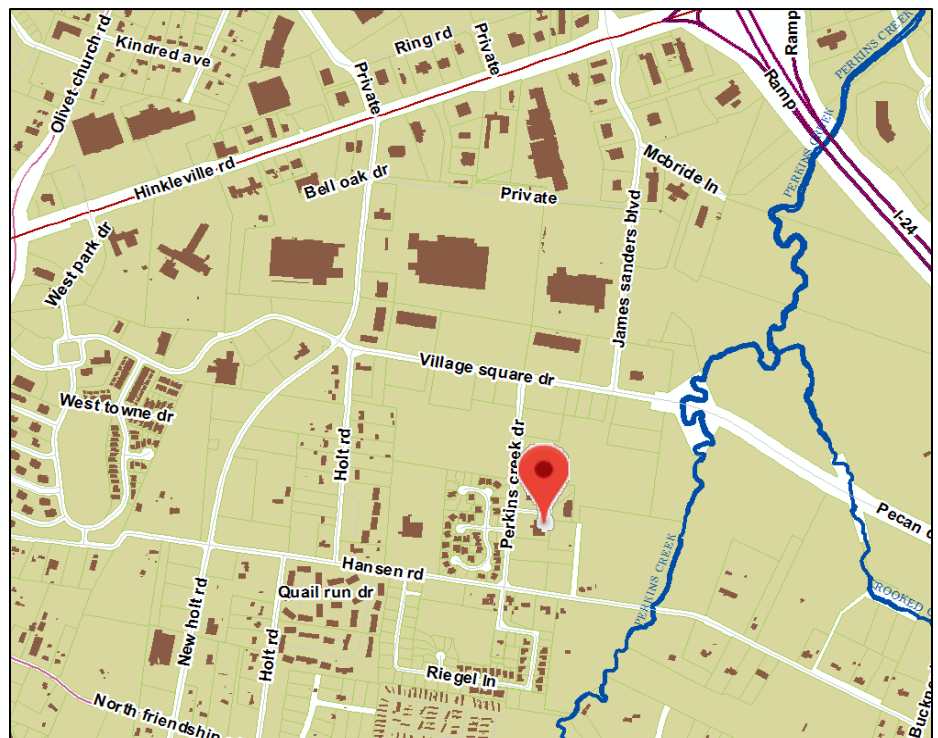
The PHA must determine the eligibility of all at-risk households identified by the owner. For purposes of determining income eligibility, the PHA uses the applicable low income limits (not the very low income limits).

2. HUD-VASH

The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines Housing Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). VA provides these services for participating Veterans at VA medical centers (VAMCs) and community-based outreach clinics. The local clinic is located at 2620 Perkins Creek Drive.

The Paducah Section 8 Housing office has opted to participate in this partnership program with the Veteran's Administration (Marion, Illinois office) to provide housing assistance to area homeless veterans under the HUD- VASH Program.

HUD has legislative and regulatory authority of HUD-VASH vouchers and public housing agencies. Generally, the HUD-VASH program is administered in accordance with regular HCV program requirements (24 CFR, Section 982). However, the 2008 Consolidated Appropriations Act (Public Law 110-161) allows HUD to



waive or specify alternative requirements for any provision of any statute or regulation affecting the HCV program in order to effectively deliver and administer HUD-VASH voucher assistance. The alternative requirements are established in the HUD-VASH Operating Requirements (including the waivers and alternative requirements from HCV program rules), which were published in the Federal Register on May 6, 2008 and updated March 23, 2012. The Operating Requirements can be found here, <https://www.gpo.gov/fdsys/pkg/FR-2012-03-23/pdf/2012-7081.pdf>.

The PHA's local discretionary policies adopted in the PHA's administrative plan, apply to HUD-VASH Vouchers. If there is a conflict between the program regulations and the agency's administrative plan, the program regulations have precedence. The City of Paducah Section 8 Housing adheres to HUD Notice FR-5596-N-01, VHA Directive 1162.05(1) and all subsequent HUD notices regarding administration of the HUD-VASH program.

By agreeing to administer HUD-VASH, PHAs are responsible for:

(1) Accepting Veterans referred by the VA Medical Center only. PHAs do not maintain a separate waiting list for the HUD-VASH program.

(a) VA HUD–VASH case managers will refer HUD–VASH-eligible families to the PHA for the issuance of vouchers. The PHA must accept referrals from their VA partner.

(b) VA HUD–VASH case managers will screen all families in accordance with VA screening criteria. By agreeing to administer the HUD–VASH program, the PHA is relinquishing its authority to determine the eligibility of families in accordance with regular HCV program rules and PHA policies.

(c) The VA-issued photo identification card will also be accepted to verify identification, SSN, and date of birth. The *Certificate of Release or Discharge from Active Duty* (DD—214) or the VA-verified Application for Health Benefits (10-10EZ) is also acceptable as verification of SSN. Additionally, Paducah Section 8 Housing office accepts as a valid form of income verification for VASH participants the Housing Inquiry statement (HINQ) as provided by our partner VA office.

(d) When adding a family member after the HUD–VASH family has been admitted to the program, the rules of § 982.551(h)(2) apply. Other than the birth, adoption, or court-awarded custody of a child, the PHA must approve additional family members and may apply its regular screening criteria in doing so.

(2) Determining/Verifying income eligibility. If the Veteran is over income, he/she is ineligible for HUD-VASH.

(3) Completing a background check to ensure that the Veteran (or household member) is not a lifetime registered sex offender under a State sex offender registry

(a) Specifically, under the HUD–VASH program, PHAs will not have the authority to screen any potentially eligible family members or deny assistance for any grounds permitted under 24 CFR 982.552 (broad denial for violations of HCV program requirements) and 982.553 (specific denial for criminals and alcohol abusers), with one exception: PHAs will still be required to prohibit admission if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program. However, unless the family member that is subject to lifetime registration under a state sex offender registration program is the homeless veteran (which would result in

denial of admission for the family), the remaining family members may be served if the family agrees to remove the sex offender from its family composition.

- (4) Conducting briefing sessions and issuing vouchers for all eligible VASH applicants. The initial search term for a HUD-VASH vouchers is at least 120 days to search for a unit.
- (5) Providing housing-search resources to HUD-VASH Veterans.
- (6) Assisting with landlord recruitment and housing stock availability.
- (7) Inspecting housing units to ensure that HUD-assisted units are in compliance with Housing Quality Standards. To expedite the leasing process, PHAs may choose to “pre-inspect” units. If a family selects a unit that passed an HQS inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval, the unit may be approved.
- (8) Executing HAP Contracts.
- (9) Making timely housing assistance payments.
- (10) Assisting with the mobility/portability process, whereby a Veteran is using a voucher to lease a unit in another jurisdiction where a PHA operates a Housing Choice Voucher (HCV) program.
- (11) Notifying the HUD-VASH Case Management Team of all upcoming appointments to help guarantee attendance.
- (12) Providing housing-search resources to HUD-VASH Veterans.
- (13) Providing assistance to case managers regarding program rules, local PHA policies written in the agency’s Administrative Plan, including but not limited to procedural guidelines and performance standards for conducting HQS inspections, revising payment standards, determining rent reasonableness, interim redeterminations informal reviews/hearing procedures (appeals).
- (14) Communicating housing status of Veteran participants to resolve concerns and maintain accurate participant accounting.
- (15) Helping maintain positive relationship with landlords and resolving PHA/HAP related issues.
- (16) Addressing issues with the Veteran following their PHA procedures.
- (17) Communicating the Denial of Assistance notice. If the PHA denies assistance to an HUD-VASH applicant, the PHA must provide:
 - (a) Notification of Termination or Denial of Assistance. If the PHA is denying or terminating assistance the PHA must provide (1) Family obligations of the program; (2) the grounds on which the PHA may deny or terminate assistance because of a family action or failure to act and (3) the informal hearing procedures. A copy of the notification letter should be sent to the VA HUD-VASH case manager. For applicants, the written notification must provide: a brief statement of the reason for denial; and an opportunity for the Veteran to request an informal review.
 - (b) A brief statement of the reason for denial; and
 - (c) An opportunity for the Veteran to request an informal review in accordance with 24 CFR 982.554(a) and (b). A copy of this denial of assistance notice must be sent to a VA HUD-VASH team member.

NOTE: The PHA cannot deny HUD-VASH assistance to a Veteran for any grounds under 24 CFR 982.522 and 982.553. Additionally, a PHA cannot refuse to reissue vouchers to Veterans that have been previously terminated from HUD-VASH. The only reasons for denial of assistance by PHA are failure to meet the income eligibility requirements or if any member of the Veteran's household is subject to a lifetime registration requirement under a state sex-offender registration program, according to HUD's regulations.

(18) Ensuring a violation of PHA Rules does not occur. Once a Veteran participant has been issued a voucher, they must follow the usual PHA rules or face possible suspension or termination of their voucher assistance. The PHA must follow their usual procedure in terminating assistance, to include an informal hearing. Case managers are expected to work with the Veteran and PHA to ensure that all measures are taken to address options that allow the Veteran to maintain housing. This may include assisting the Veteran with making necessary changes in behavior while advocating for flexibility with the PHA.

(19) Terminating Assistance. HUD has not established any alternative requirements for termination of assistance for HUD-VASH participants. However, prior to terminating HUD-VASH participants, HUD strongly encourages PHAs to exercise their discretion under 24 CFR 983.552 (c)(2) and consider all relevant circumstances of the specific case, including granting reasonable accommodations for persons with disabilities in accordance with 24 CFR Part 8, as well as including the role of the case manager and the impact that ongoing case management services can have on mitigating the conditions that led to the potential termination, prior to determining whether to terminate assistance.

(20) Documenting changes in the family.

(a) Death of the Veteran. When a Veteran, who is under lease with a HUD-VASH voucher dies, then the family members who are also registered on the voucher and lease are able to continue to utilize the HUD-VASH voucher for as long as they remain otherwise eligible. The PHA is encouraged, though not required, to move the Veteran's family to a non-HUD-VASH, or "regular," HCV when one is available. Once the family moves to a regular HCV then the HUD-VASH voucher becomes available for a new Veteran. Case management is not available through this program without the Veteran, but it can be arranged for the family if needed through referral to community or other programs.

(b) Separation/Divorce of the Veteran. Since the set-aside of HUD-VASH vouchers is for Veterans, the voucher must remain with the Veteran in the case of separation or divorce. This in effect overrides the PHA's policies on how to determine who remains in the program when a family breaks up (24 CFR Section 982.59(d) (11)).

(c) Imprisonment of the Veteran. Veterans who are leasing a unit with their HUD-VASH voucher and are imprisoned may be able to continue to sustain their housing. When the Veteran has been terminated from VA case management, the PHA must terminate HUD-VASH assistance. PHAs may use its discretion under 24 CFR 982.552 (c)(2)(ii) to allow other members of the participant family to continue receiving assistance subject to the condition that the offender will not reside in the unit. The family may retain the HUD-VASH voucher, or the PHA may offer the family a non-VASH voucher to free up the HUD-VASH vouchers for another homeless Veteran. Once the VASH voucher turns over, it must be issued to another homeless Veteran.

(21) Single Veterans may retain their housing as long as they are not absent from the unit longer than 180 calendar days for continued assistance, and the Veteran's rent portion continues to be paid to the landlord.

(22) Veteran families where the Veteran is not expected to return to the family unit may request the PHA to provide them with a regular voucher, if available. The family, already a program participant, would not be subject to a waiting list. However, the PHA determines availability of their regular HCV for the family. If the PHA is not able to move the family to a regular HCV, the family would continue to utilize the HUD-VASH voucher.

(23) Veterans who have exited HUD-VASH case management and whose voucher was terminated due to excessive lengths of incarceration may be evaluated upon release for readmission to HUD-VASH.

(24) Veterans who are incarcerated may not receive services from the HUD-VASH team. Consultation with VA's Veteran Justice Program staff and Fugitive Felon point of contact is recommended.

(25) Protection for the Victim. When a Veteran's family member is under lease with a HUD-VASH voucher and is receiving protection as a victim of domestic violence, dating violence, or stalking, and the Veteran is the perpetrator of such violence, the victim must continue to be assisted by PHA.

(a) Dating violence, domestic violence, and stalking are each violations of the family obligations under 24 CFR 982.551(l). Therefore, the perpetrator may be terminated from PHA voucher assistance for committing such acts.

(b) Upon termination of a perpetrator's HUD-VASH voucher due to acts of domestic violence, the victim receiving protection is to be given a regular HCV by PHA, if one is available. If a regular HCV is not available for the victim, the victim continues to utilize the HUD-VASH voucher until another subsidy can be utilized. Case management associated with any remaining household members utilizing this voucher is terminated. The Veteran's victim and family would not be subject to the PHA's voucher waiting list as they are already participants in the voucher program.

(c) In the case of the victim utilizing the HUD-VASH voucher, upon release of the voucher by the victim, the HCV must be returned to HUD-VASH for re-issue by PHA to another eligible Veteran family. NOTE: HUD is currently developing guidance that will provide PHAs with further procedures for the implementation of Violence Against Women Act (VAWA) protections under 24 CFR part 5, subpart L.

(d) The Veteran perpetrator may continue to be served by the HUD-VASH team, have a new voucher issued, and work towards becoming rehoused as appropriate.

(e) Where appropriate referrals need to be made to the medical facility's local Intimate Partner Violence/Domestic Violence coordinator or point of contact.

Initial term of the Housing Choice Voucher for HUD-VASH participants shall be 120 days, rather than the standard 60 days. Initial lease term may also be less than the standard one-year requirement.

A HUD-VASH participant family's HCV assistance must be terminated for failure to participate, without good cause, in case management services as verified by the VAMC or CBOC. In such cases, the PHA will offer the family continued HCV assistance through one of its regular vouchers, if one is available.

3. Supported Programs (SP)

The Paducah Section 8 Housing office seeks to support and promote area programs designed to provide coordinated services to residents who are recent victims of domestic violence and/or those who are in pursuit an education by enrolling in a post-secondary educational facility as a full-time student. Any HCV participant in the supported program shall retain their HCV eligibility beyond ending participation in the supported program unless termination of assistance is based upon violation of Family Obligations of the HCV program. Participants that voluntarily withdraw or are terminated with cause under SPs shall not be eligible for application to HCV until two years from last HCV assistance.

Supported Programs currently promoted by the City of Paducah Section 8 Housing:

- Scholar House of Paducah
- Merryman House Initiative (domestic violence program)

4. Family Self-Sufficiency Program

The Paducah Section 8 Housing office has received approval to develop and implement a Family Self-Sufficiency (FSS) Program under the terms of the Annual Contributions Contract for KY 36-VI37-008. The objective of this action plan is to initially outline the policies and procedures for implementation of this FSS Program.

The overall goal of the Paducah Section 8 Housing office is to enable a **maximum of 30 families** to become economically and socially independent through the coordination and delivery of existing community services.

Mandatory program size will reduce by the number of program graduates although the agency will continue to operate a voluntary program totaling 30 participants.

Based on past experience with the Project Self-Sufficiency Program, it is known that there are both societal and individual barriers to break down before a family can leave long term poverty.

It is also understood that an effective FSS Program requires a mixture of creativity and flexibility, in addition to accountability, for both the family and service providers.

A. Program Objectives

The Program's objectives are listed as follows:

- Improve coordination of both planning and delivery of services to participants of FSS based on the commitment to make families self-sufficient.
- Implement a case management system to identify needs, planning, and delivery of services to a FSS family based on the family's commitment to become self-sufficient.
- Document the implementation of services to be used for future planning of a broader-based FSS Program.
- Establish interagency partnerships to achieve high quality comprehensive service delivery to all members of a family with long-term results. Assess the accountability of the family, the case management, and the agencies and entities providing service and resources.

B. Family Objectives

The family's objectives will be to achieve the following:

- Elevate itself from a status of dependency to that of self-reliance and growth towards the goal of self-sufficiency.
- Achieve a greater level of self-discipline, self-esteem and self-motivation by accepting responsibility for decisions and actions.
- Demonstrate commitment and accountability to a Personal Action Plan, which both goals and barriers are assessed.

C. Family Demographics

The City of Paducah Section 8 Program will serve a diverse population in implementing the FSS Program. The Agency does not and will not under the FSS Program Action Plan, discriminate in its practice or treatment toward any program participant.

D. Selection Process

The selection of FSS participants will be limited to current Section 8 Housing participants with a selection preference given to JOBS (Job Opportunities and Basic Skills) participants not to exceed 50% of the total FSS slots. Outreach to JOBS participants will be performed through notification and coordination of the local JOBS coordinator and staff.

The Paducah Section 8 Housing office will provide FSS information available by means of notification to all current Section 8 program participants, briefing packets enclosure, media coverage, community, and/or special interest group presentations.

The non-targeted selections will be made by time and date of the family's expressed interest in participation in FSS.

The selection procedure for FSS participants will be performed without regard to race, color, religion, sex, disability, familial status or national origin.

E. Activities and Support Services

The FSS program will offer the following support services in addition to identified service needs of specific family circumstance:

- Child Care
- Transportation
- Education
- Employment
- Personal Welfare
- Household Skills and Management
- Counseling (credit, personal, etc.)
- Other service and resources such as case management

The identification of support needs will be established through case management, self-evaluation, and need assessment. The process of identifying service providers will be done in coordination with the Program Coordinating Committee (PCC) in order to define and access a broad range of support services.

F. Incentives

The FSS Program will offer participating families the opportunity to effectively become economically and socially independent of the welfare system through the coordination and provision of services designed to meet the goal of each individual participant.

The Program will also provide for the establishment of an escrow account for any difference of the increase in rent due to earned income in accordance with HUD regulations.

G. Assurance of Non-Interference

The City of Paducah Section 8 Housing Program hereby assures each family that any admission or right to occupy in accordance to lease provisions will not be effected by a family's participation or nonparticipation in the FSS program.

H. Termination

The family's Contract of Participation may be terminated for any of the following reasons:

- When the housing agency determines that the head or participating family member(s) has failed to fulfill the terms of the contract and/or any extension therefore.
- Withdrawal of the family from the FSS program.
- Mutual consent of both parties.
- By such act as it is deemed inconsistent with the purpose of the FSS program.
- By operation of law.
- When the family is no longer receiving any federal, state, local or other assistance.

I. Withholding of Services / Denial

If a Family previously participated in the FSS program and did not meet its obligations and was terminated, the family will be denied participation.

Families that owe the Section 8 program, or another housing agency, money in connection to housing assistance will be denied participation.

Families that are found in noncompliance of the lease that result in lease termination will be denied participation in the FSS program.

Noncompliance with the FSS contract will result in termination of contract.

If a Family fails to meet its obligations or complete goals stated in the contract, services will be denied.

J. Grievance Procedures

Any decision of the agency to terminate, deny or withhold assistance can be addressed by the participant by utilizing the grievance procedure including in the Administration Plan. Each participant will be informed of their rights and procedures for grievances upon selection to the FSS program.

K. Timetable for Implementation

The Agency's goal of full implementation of slots will be a period of 90 days from the effective date of the Action Plan.

L. Certification of Coordination

The Paducah Section 8 Housing office hereby certifies that the development of services and activities have and will be coordinated with the JOBS program and other services related programs in order to assure that implementation will continue to be coordinated to avoid duplication of services and activities. This will be achieved through the coordinating committee input and services coordinator's program management.

M. Escrow Withdrawal (early)

FSS participants in good standing shall be eligible to make a one-time withdrawal of escrow funds equal to up to 50% of remaining escrow funds during the contract for the following purposes: to reduce debts in preparation of homeownership certification, to purchase needed transportation if required for employment, to cover moving expenses if needed for employment opportunity or other good cause related to becoming self-sufficient. The Program Administrator will review and approve each written request as submitted by the FSS participant.

N. Eligibility of graduated FSS participants

Any participant that has graduated and withdrew funds or voluntarily withdrew from the FSS program shall not be eligible to re-apply for FSS until all withdrawn funds are repaid or (2) years from last date of assistance.

5. HCV Homeownership Program

The City of Paducah Section 8 Housing Choice Voucher Program (also referred to as PHA) hereby establishes a Section 8 **tenant based homeownership option** in Paducah/McCracken County, KY pursuant to the U.S. Department of Housing Urban Development (HUD) final rule dated October 12, 2000 and Section 566 of the Quality Housing and Work Responsibility Act of 1998 under Section 8(y), Homeownership Option.

The Paducah Section 8 Housing office hereby establishes a minimum commitment of 50 housing choice vouchers to be utilized as homeownership option vouchers subject to review and adjustment by the City of Paducah Board of Commissioners based upon financial and related considerations.

A. Participant Qualification

Any Section 8 eligible program participant, Housing Authority of Paducah participant, Habitat for Humanity participant or City of Paducah Planning Department Homebuyer Program applicants, who has been issued a Section 8 housing choice voucher, referred by the Housing Authority, Habitat or the Planning Department may utilize the subsidy for purchase rather than rental of a home, subject to the following:

A family must meet the requirements for admission to or continued participation in the Section 8 Housing Choice Voucher (HCV) Program.

The homeownership option will be included in all briefing and re- certification classes as well as media and community announcements. Current Section 8 participants or public housing participants must be in compliance with their lease and program requirements and must terminate their current lease arrangement in compliance with the lease agreement.

A family in which the head or co-head of household has previously received assistance and has defaulted on a mortgage obtained through the Homeownership Option is disqualified from participation.

Participant families must be any of the following: "first-time homeowners", in which no family member owned any present homeownership interest in a residence of any family member within the last three years; residents of limited equity cooperatives; or, a family of which a member is a person with disabilities, and use of the Homeownership Option is needed as a reasonable accommodation. (Title to a mobile home or manufactured home is not considered as homeownership for purposes of this option.)

Participants in the Section 8 Homeownership Option must attend and satisfactorily complete a pre-purchase homeownership counseling program and be deemed to be "mortgage ready" before a homeownership voucher will be issued. Participants are also required to attend and complete post- purchase and ongoing homeownership counseling. At minimum, the counseling will cover the following:

- Home maintenance
- Budgeting and money management
- Credit counseling
- Negotiating the purchase price of a home
- Financing
- Locating the home
- De-concentration issues
- HQS (housing quality inspection) and independent inspection requirements

The head of household and/or co head must be currently employed on a full-time basis (as defined by HUD to average 30 hours per week) and have been continuously employed during the year before commencement of homeownership assistance. Families in which the head of

household or co-head is disabled or elderly are exempt from this requirement. Families that include a person with disabilities may request an exemption as a reasonable accommodation.

The family's income must be equal to or exceed the HUD minimum income requirement, currently set at 2000 hours times the Federal minimum wage or \$14,500 annually. Welfare assistance will not be considered in meeting the income requirement, except for households in which the head or co-head is elderly or disabled and for households that include a disabled person other than head or co-head.

Applicants may be enrolled in the Family Self-Sufficiency (FSS) Program but are not required to do so for qualifying in the program. Funds accumulated in the FSS escrow account may be advanced for purchase of the home, home maintenance, credit clean up or other house purchase related expenses subject to the guidelines of the FSS Program.

B. Time Frame to Purchase a Home

An applicant will have a maximum of 90 days from the date of issuance of a homeownership voucher to enter into a Purchase Agreement to purchase a home. If an applicant is unable to enter into a Purchase Agreement before the end of the initial 90-day period, the applicant will be provided an extension of 90 days to enter into a Contract for Sale or utilize the voucher for house rental.

Any additional extension will be at the discretion of the Program Administrator.

C. Portability

Families determined eligible for homeownership assistance may exercise the Homeownership Option outside the PHA's jurisdiction if the receiving PHA is administering a HCV homeownership program and is accepting new families into its program.

D. Permitted Ownership Arrangements

The Homeownership Option may be utilized for three types of housing:

1. A single-family unit owned by the family, where one or more family members hold title to the home, or a home previously occupied under a lease purchase agreement. Such unit may be a single family home, half of a duplex, or single unit within a condominium or multiplex.
2. A cooperative unit, where one or more family members hold membership shares in the cooperative.
3. A manufactured home on a permanent foundation when the family owns the land in which the home sits or if the family does not own the land where the home sits, but has the right to occupy the land for at least thirty years.

E. Contract of Sale and Home Inspections

Participants in the Homeownership Option Program must initially complete a Purchase Agreement with the owner of the property to be purchased.

The Purchase Agreement must include the seller's certification that the seller(s) has not been debarred, suspended, or subject to a limited denial of participation under any federal contract in accordance with 24 CFR part 24.

The Purchase Agreement must include the home's price and other terms of sale, the PHA's pre purchase HQS inspection requirements (including a provision that the participant will arrange for a pre purchase inspection of the unit as set forth below), a provision that the participant is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser, and an agreement that the purchaser is not obligated to pay for any necessary repairs.

The participant must obtain an independent professional home inspection of the unit's major systems at the participant's expense. A member of the American Society of Home Inspectors (ASHI) or a regular member of the National Association of Home Inspectors (NAHI) must conduct the independent inspection. In all cases the inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical and heating systems. The inspector must provide a copy of the inspection report both to the family and to the PHA.

The City of Paducah Section 8 Housing office will conduct a Housing Quality Standards (HQS) inspection and will review the independent professional inspection of the unit's major systems. The City of Paducah Section 8 Housing office retains the right to disqualify the unit for inclusion in the Homeownership Option based on either the HQS inspection or the independent professional inspection report.

F. Financing

Mortgage instruments must meet at least one of the following criteria:

The household is solely responsible for obtaining financing. All loans must meet FHA, or acceptable terms by Fannie Mae, Freddie Mac, reputable secondary markets, or acceptable mortgage insurance credit underwriting requirements. The PHA will review lender qualifications, loan terms, and other family debt and expenses to determine that the debt is affordable and reserves the right to disapprove the loan if it is unaffordable or the terms are considered predatory.

The PHA requires a minimum homeowner down payment of at least 3 percent of the purchase price for participation in its Section 8 Homeownership Option Program, and requires that at least two percent (2%) of the purchase price come from the family's personal resources. The PHA will consider waiving or reducing the minimum down payment requirement in cases where the family is using down payment assistance grants or other assistance programs to purchase the unit. Waivers will be granted on a case-by-case basis at the discretion of the Program Administrator.

The PHA prohibits

- Seller financing
- Co-signers not residing in the household.

In the event of an appeal, the Program Administrator will appoint a review panel.

G. Length and Continuation of Assistance

Section 8 assistance will only be provided for the period that the family is in occupancy of the home. The maximum term a family may receive homeownership assistance is fifteen years if the initial mortgage incurred to finance purchase of the home is 20 years or longer. In all other cases, the maximum term of assistance is ten years or the length of actual mortgage if less than 10 years.

Elderly families that qualify as such at the start of homeownership assistance and disabled families that qualify as such at any time during receipt of homeownership assistance are exempt from this time limit. If an elderly or disabled family ceases to qualify as such during the course of homeownership assistance, the maximum term applies from the date the assistance commenced, except that the family will be provided at least 6 months of assistance after the maximum term becomes applicable.

H. Family Obligations

In addition to completing the pre- and post-purchase homeownership counseling program, the family must execute a statement of family obligations prior to the issuance of the

homeownership voucher, agreeing to comply with all family obligations under the Homeownership Option, including:

1) The family must comply with the terms of any mortgage securing debt incurred to purchase the home or any refinancing of such debt.

At any time the family is receiving homeownership assistance, the family may not sell or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home.

A home equity loan may not be acquired without the prior written consent of the PHA.

The family must provide required information regarding income and family composition in order to calculate correctly total tenant payment and homeownership assistance, consistent with Section 8 requirements and any other information requested by the PHA concerning financing, the transfer of any interest in the home, or the family's homeownership expenses.

While receiving homeownership assistance, the family must notify the PHA if the family defaults on a mortgage securing any debt incurred to purchase the home.

While receiving homeownership assistance, the family must notify the PHA before the family moves out of the home.

1) The family must, at annual reexamination, document that the family is current on mortgage, insurance and utility payments.

The family is prohibited from moving more than one time in a one (1) year period. The family may be required to participate in pre- and post-purchase homeownership counseling prior to re-housing.

While receiving homeownership assistance, no family member may have any ownership interest in any other residential property.

I. Assistance Payment

Paducah Section 8 Housing office may provide upon approval by HUD, one of two types of homeownership assistance paid directly to the lender or designee on behalf of the family.

1) Monthly homeownership assistance payment

The family's Section 8 monthly housing assistance payment will be the lower of the Section 8 voucher payment standard minus the Total Tenant Payment or the family's monthly homeowner expenses minus the Total Tenant Payment.

Homeownership expenses include principal and interest on mortgage debt, refinancing charges of mortgage debt, mortgage insurance premiums, real estate taxes and public assessments, home insurance, allowance for maintenance expenses, allowance for major repairs and replacements based on allowance recommended by the PHA's designees, a utility allowance, and principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home (including expense of reasonable accommodation).

If a family's income increases to a level that they are no longer eligible to receive a housing assistance payment, eligibility for such payments will continue for 180 calendar days. At the end of a continuous period of 180 days without any assistance payments, eligibility for Section 8 assistance will automatically terminate.

J. Lease-to-Purchase

Lease-to-Purchase agreements are considered rental property and subject to the Section 8 tenant-based assistance rules. All regulations of the Homeownership Program will become effective at the time that the family exercises the option to utilize the homeownership voucher.

K. Default

If the family defaults on the home mortgage loan, the participant will not be able to utilize the Homeownership Voucher for rental assistance but may reapply to the Section 8 waiting list.

L. Recapture

The PHA will not recapture the Homeownership Voucher payments unless there was an act of fraud or misrepresentation of a material fact in order to obtain a benefit. The HCV Homeownership recapture provision does not apply to any other program funds that may be used in the transaction.

M. Denial or Termination of Assistance

The PHA reserves the right to deny or terminate assistance to the family, and will deny homeownership assistance to the family, in accordance with HUD regulations governing any failure to comply with family obligation, mortgage default or failure to demonstrate that the family has conveyed title to the home as required, or the family has moved from the home within the period established or approved.

N. Informal Hearings

An informal hearing will be offered for participants who are being terminated from the Program because of the family's action or failure to act as provided in 24 CFR 982.552. The rules and procedures are set forth in the Section 8 Administrative Plan, entitled "Grievance Procedures".

O. Occupancy Standards

The PHA will determine the occupancy standard applicable to each homeownership family to be utilized in the issuance of the payment standard size for lease-to-own calculations and mortgage calculations by consideration of the following:

- size or anticipated size of family
- provision of a valued and salable asset
- analysis of local marketable units
- availability of necessary funding

It is the objective of the PHA to provide the homeowner with the opportunity to purchase local marketable units. In some cases, the homeowner would only qualify (under the regular Voucher Program occupancy standards) for a payment standard that would limit the size of the unit purchased. Under the HCV homeownership program, an analysis will be done on the local market to insure that the homeowner is provided adequate assistance to purchase a valued and salable property which in some cases will equate to adjusting the payment standard size above the occupancy standard of the regular voucher program.

P. Non-Routine Maintenance/Replacement Reserve

The Paducah Section 8 Housing office will encourage a non-routine maintenance and replacement reserve account for each homebuyer receiving home ownership assistance under the Section 8 Homeownership Program. The account shall be maintained by either the Kentucky Housing Corporation or mortgage company/designee for the benefit of the individual homeowner.

The reserve accounts will insure that the homebuyer have sufficient funds on hand for major repairs and systems replacement.

Each home buyer receiving homeownership assistance with a reserve account option will be required to deposit (minimum) \$50.00 monthly to an escrow account to be used to pay for reasonable and non-routine maintenance or repair expenses, or systems replacement; and in the case of a disabled household, the cost of modification of a unit necessary as a reasonable accommodation. Families may access the account with a written request to PSS, which will include the nature of the repair or replacement, bids or estimates, or actual receipts for work that has already been completed. The PHA will make the final determination on approval of account withdrawals and shall submit request to servicing agent for release of funds.

Participation in the monthly non-routine maintenance/replacement reserve escrow program is required (unless otherwise not offered by a mortgage company or designee) by all participants receiving Section 8 Homeownership assistance from the City of Paducah Section 8 Housing Program after May 1, 2008. Participation by pre-existing homeowners receiving Section 8 Homeownership assistance will be by voluntary written agreement by existing homeowner and will be subject to all provisions under mandatory requirement. The length of individual participation is based on the length of assistance provided by the PHA. After completion of a ten (10) year term of home ownership assistance and obligation, the family may make a written request for the remaining escrow account balance or request it be applied toward the principle balance of their mortgage.

Withdrawal of the funds will be contingent on:

- ✓ Good standing with homeownership program and mortgage obligations.
- ✓ The expense being approved by the PHA. Such expenses are for the replacement of the heating system, air conditioning, water heater, refrigerator, appliances (funds cannot be used to purchase the initial appliance), and home repairs (not including decorations). It may not be used for additions to the unit or for decorative landscaping.

Q. Disbursements

In order to access maintenance/replacement reserve funds, a written request must be submitted to the PHA stating the estimate of cost and purpose the funds will be used.

6. Homeownership Option 10 Year Asset Exclusion

Federal Regulations 24 CFR 5.603 (b) Net Family Assets exempts the home purchased with voucher assistance from being counted as an asset for the first 10 years after closing. The PHA will utilize the following method in calculating home value assets after the initial 10 year exemption exclusion:

Market Value minus Loan Value equals Asset Value

Market Value will be obtained by utilizing the assessed value of property as provided by the McCracken County Property Evaluation Office and reduced (adjusted) by 10% (estimated cost of expense to convert to cash)

Loan Value will be determined by the amount obtained from mortgage company to pay-off loan in full effective on re-certification date or other designated date, if pay-off amount is unobtainable, mortgage balance on re-certification date or other designated date will be utilized as loan value.

7. Project-Based Voucher Program

The City of Paducah Section 8 Housing Program (PHA) hereby creates a project based housing program (PBV) to achieve the following goals; to expand the affordable housing stock, to increase the affordability of housing currently not affordable to households below 30% of the area median income and to support supported housing programs. The maximum number of PBV units shall not exceed twenty percent of the total number of ACC authorized HCV units of rental assistance at any time (110 units maximum). The PHA shall enter into contracts for PBV assistance based on rules stated below and HUD regulations published in Federal Register 24 CFR Part 983 including all subsequent corrections and amendments.

A. Project Selection Criteria

The PHA will consider the following project selection criteria in evaluating proposals to project base housing choice vouchers:

1. Housing that serves homeless households;
2. Housing that serves households with special needs such as people with mental and/or developmental disabilities, people with physical and/or sensory disabilities and other special needs as described by the entity;
3. Housing that reduces concentrations of poverty;
4. Housing that provides opportunities to increase the diversity of neighborhoods;
5. Housing that combines an appropriate level of support services to residents;
6. Housing that provides opportunities for economic self-sufficiency; and
7. Housing that maximizes the use of other funding sources and leverages the use of PHA funds.

B. Project Selection

The Paducah Section 8 Housing office will make housing choice voucher funding available to non-profit and for-profit entities through a competitive process. A Request for Proposal (RFP) will be published as required, inviting proposals of projects that seek the commitment of project-based vouchers that meet the goals of the PHA selection criteria. Specific project selection will be performed by a PHA designated evaluation panel utilizing a weighted selection scored according to the applicable factors listed in the selection criteria.

All projects awarded project based Section 8 subsidy must be developed and operated in a manner consistent with HUD regulations. Project based commitments are subject to the availability of adequate federal funding of the PHA Section 8 Housing Choice Voucher Program.

C. Operation of Project-Based Properties

The PBV program shall operate the same as the regular tenant based vouchers with the following exceptions:

D. Project-Based Waiting List

The Paducah Section 8 Housing office shall use a separate waiting list for admission to the PBV program. All PBV applications will be maintained according to the same selection criteria as the regular program. If an applicant refuses an offer of assistance for PBV, the applicant will be transferred to the regular waiting list as of their original application date.

E. Moves with Continued Assistance

Participants that are assisted under the PBV program may move from the assisted project and retain housing choice voucher assistance if the assisted family has occupied the unit under PBV for at least 12 months and has given proper notice to vacate.

F. PBV Program Contract Terms

The contract term shall be negotiated for each project based on the project's needs, not to exceed 10 years.

Except for units designated for families that are elderly, disabled or receiving supported services, no more than 25% of the project may have PBV assistance.

PBV unit gross rents may not exceed the applicable Fair Market Rent.

No vacancy loss payments shall be made by the Paducah Section 8 Housing office in the event that the participant vacates the unit.

All units must be inspected by the Paducah Section 8 Housing office for Housing Quality Standard (HQS) compliance and each unit shall be re-inspected annually.

All contracts are subject to availability of adequate funds.

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Part VII. ADMINISTRATION & EVALUATION

1. Responsibilities of the Paducah Section 8 Housing office

- ❖ Publication and dissemination of information concerning the availability and nature of housing assistance for eligible families.
- ❖ Public invitation of owners to make dwelling units available for leasing by eligible families and development of working relationships and contracts with landlords and appropriate associations and groups.
- ❖ Receipt and review of applications for vouchers, verification of family income, and other factors relating to eligibility and amount of assistance and maintenance of a waiting list.
- ❖ Issuance of vouchers.
- ❖ Notification of families determined to be ineligible.
- ❖ Provision of each voucher holder of basic information on applicable Housing Quality Standards and inspection procedures, search for and selection of housing, owner and tenant responsibilities, and basic rules.
- ❖ Determination of the amount of the total tenant payment and tenant rent.
- ❖ Determination of the amounts of housing assistance payments.
- ❖ Explanation of program procedures to owners, including those who have been approached by voucher holders.
- ❖ Review of and action on requests for lease approval, including monitoring to assure that the limitations on use of Section 8 Housing Assistance in subsidize projects are observed.
- ❖ Making of housing assistance payments.
- ❖ Provision of housing information to assisted families and referral of such families to appropriate social service agencies upon request.
- ❖ Re-examination of family income, composition, and extent of exceptional medical or other unusual expenses, and redetermination, appropriate, of the amount of gross family contributions and amount of housing assistance payment in accordance with HUD established schedules and criteria.
- ❖ Adjustment of the amount of tenant rent, utility reimbursement and housing assistance payment as a result of an adjustment by the PHA of any applicable utility allowance.
- ❖ Inspection prior to leasing and inspection; inspections at least annually determine that the units are maintained in decent, safe, and sanitary condition, and notification to owners and families of PHA determinations.
- ❖ Administration and enforcement of contracts with owners and taking appropriate actions in case of noncompliance or default.
- ❖ Compliance by the Paducah Section 8 Housing office with equal opportunity requirements, including efforts to provide composition, increase or decreases in medical (elderly) or child care expenses, increases or decreases in family income during each contract year as they occur.

2. Program Management

Location – Effective January 1, 2019, the Paducah Section 8 Housing office will be relocated to offices at 2330 Ohio Street, which is the same complex as the Housing Authority of Paducah.

The Housing Authority of Paducah shall provide management, training, oversight, and quality control that results in the fulfillment of all obligations and requirements of the HCV program in accordance with 24 CFR Part 982, as amended. Housing Authority of Paducah shall ensure that all required documentation and reporting to the HUD are completed accurately and in a

timely manner, including the Annual Administrative Plan and the 5-Year Administrative Plan as required by HUD.

Housing Authority of Paducah's website will provide a webpage about the HCV program. However, the website information about HCV program will be maintained for 2 years on the city's website: <http://www.paducahky.gov/section-8-housing-assistance>

A new phone number will be established. However, to ensure a seamless transition for customers and clients, current phone service (270-444-8542) will be forwarded to the new phone number for 2 years.

Staffing

Program Administrator - The Executive Director of the Housing Authority of Paducah will be the Program Administrator responsible for the general oversight of the HCV Section 8 programs.

Housing Coordinator – Supervises Housing Specialist(s) and Inspector(s) and is responsible for:

- Special programs (HUD-VASH and Scholar House including briefing of participants);
- Portability requests and processing;
- Ensuring the briefing of participants is thorough and complete;
- SEMAP requirements;
- Administrative Plan amendments, approvals and compliance (annual & 5-year);
- Homeownership and FSS programs including promotion, bank relationship, applications;
- FMR and Utility Rate updates;
- HUD reporting;
- Fraud Investigations;
- Hearings as requested;
- Various reports and duties as directed by the Program Administrator.

Housing Specialist III- Responsible for:

- Processing applications;
- Certifications & recertifications of income & family composition, including use of EIV system;
- Issuing vouchers;
- Processing, calculating of assistance payment (rent & utilities), and printing check payments;
- Processing move ins and outs, and transfers;
- Preparing voucher utilization report for Coordinator;
- Preparing and issuing various determination letters (No response, Income, Inspection failure, Final Inspection failure, Reimbursement, Withdrawal, etc.);
- Maintaining tenant and landlord database;
- Prepare for audits and purging of files;
- Maintaining current forms and office supplies;
- Various reports and duties as directed by the Coordinator.

Inspector - HQS inspections are to be performed by a Housing Specialist, if trained in the HUD HQS standards; or under contract with an appropriately trained private inspector; or the Program Administrator. Inspector is responsible for:

- o Verifying address location;

- o Inspecting units and approving only those units that meet HUD HQS standards and local property maintenance codes;
- o Explaining any deficiencies of a unit to the landlord and tenant;
- o Completing inspection reports;
- o Various reports and duties as directed by the Coordinator.

Board of Directors – Composition of the Board includes the Mayor of the City of Paducah as the Chair of the Board, three tenant members, and three at large members.

3. Outreach

It shall be the policy of the Paducah Section 8 Housing office to aggressively promote the Section 8 Housing Choice Voucher, Family Self-Sufficiency (FSS) and Homeownership Option through public service announcements, brochures, local radio and advertising in the local daily and weekly newspapers. In addition, all public service agencies in the Paducah area will receive information circulars describing these programs and who may receive benefits. Informational materials will be circulated among local Realtors, private rental property owners, and rental property managers for the purpose of soliciting participation. If additional listings are needed, staff members may go into the community meet one-on-one with citizens or groups for the purpose of outreach.

The Paducah Section 8 office will actively promote the availability of housing assistance to eligible applicants by contact with local media, brochures, and community organizations. In order to target the "least likely to apply" applicants, the Paducah Section 8 office will provide flyers and brochures to be distributed through places of employment, union offices, neighborhood groups, churches, and commercial establishments if there is a need for outreach demonstrated by our application pool.

4. Briefing Families, Issuing Housing Choice Vouchers

- A. This PHA will provide brochures to each family, however, we believe it will be necessary to give individual instructions (small groups when possible), in order that the program may be properly explained. The staff will be available to discuss housing search problems during the introductory search period.
- B. Briefing documents to be included in each participant packet are as follows:

HOUSING CHOICE VOUCHER PACKET

- Housing Voucher Utility Allowance
- Request for Lease Approval
- Required and Prohibited Lease Provisions
- Lead Based Paint Information
- Fair Housing Information and Complaint Form
- Housing Assistance Payment Information
- Informal Hearing Information
- HQS Information
- Federal Privacy Act Statement
- Statement of Family Responsibilities
- Security Deposit Information
- A Guide to Housing Vouchers
- Housing Voucher
- EIV Applicant/Participant Information

5. Administrative Fee Reserve Expenditures

All expenditures from the administrative reserve of the Section 8 programs shall be housing related and shall be approved by the City of Paducah Board of Commissioners.

6. Monitoring Program Performance

The Program Administrator will monitor and perform quality control audits on waiting list selection, rent reasonableness, adjusted income determination, HQS enforcement, and HQS quality control as required.

7. Purged Files

All participant files purged by this Agency will retain the original application made by the family and will include the previous one year re-examination documentations and leasing contracts.

8. Fair Housing Policy and Equal Opportunity Housing Plan

Fair Housing Policy: The Fair Housing Policy of the Paducah Section 8 Housing office is to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act. Specifically, the PHA shall not on the basis of race, color, religion, sex, handicap, familial status, and national origin, deny any family or individual the opportunity to apply for or receive assistance under HUD's Section 8 Programs, within the requirements and regulations of HUD and other regulatory authorities. To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide access to information to Section 8 participants regarding "discrimination". Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicants/participants file.

For families and/or individuals who report apparent discrimination in obtaining assisted housing, the Paducah Section 8 Housing office shall assist them by providing the family/individual with a HUD Housing Discrimination Complaint Form, HUD - 903. The individual can complete this form and report apparent discrimination to the Louisville HUB Office of Fair Housing and Equal Opportunity. For example, a resident may be trying to obtain other rental housing and/or is attempting to purchase a home and experiences apparent discrimination.

Equal Opportunity Housing Plan: The PHA is a participant in the tenant-based program and is required to comply with equal opportunity requirements imposed by contract or federal law (Ref: 24 CFR 982.S4). This includes applicable requirements under:

- The Fair Housing Act, 42 U. S. C. 3610-3619 (implementing regulations at 24 CFR parts 100, et seq.);
- Title VI of the Civil Rights Act of 1964, 42 U.S. C. 2000d (implementing regulations at 24 CFR part I);
- The Age Discrimination Act of 1975, 42 U. S. C. 6101-6107 (implementing regulations at 24 CFR, part 146);
- Executive Order 11063, Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR1253 (1980), as amended, Executive Order 12892, 59FR 2939 (1994) (implementing regulations at 24 CFR, part 107);
- Section 504 of the Rehabilitation Act of 1973, 29 U.S. C. 794 (implementing regulations at 24 CFR, part 8; and
- Title II of the Americans with Disabilities Act, 42 U.S. C.12101, et seq.

Equal Opportunity Posting Requirements:

There shall be maintained in the PHA's office waiting room a bulletin board, which will accommodate the following posted materials:

- Statement of Policies and Procedures Governing the Section 8 Administrative Plan.
- Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
- Income Limits for Admission.
- Utility Allowances.

- Informal Review and Hearing Procedure.
- Fair Housing Poster.
- "Equal Opportunity in Employment" Poster.

9. Limited English Proficient (LEP) Policy

It is a policy of the City of Paducah Section 8 Housing Program (PHA) to take reasonable steps to ensure meaningful access to PHA programs and activities by limited English proficient (LEP) persons, taking into account the proportion of LEP persons in the eligible service population, the frequency with which LEP individuals come in contact with the program, the nature and importance of the service provided by the program, and the available resources.

In all housing programs it provides, PHA complies with applicable federal and state law, including, without limitation:

Title VI of Civil Rights Act of 1964 and the implementing regulations at 24 CFR part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development-Effectuation of Title VI of the Civil Rights Act of 1964"; Executive Order 13166.

In addition, PHA complies with the related rules, regulations and procedures prescribed under the above-mentioned federal and state law.

Definition of LEP Person

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

Identifying LEP Individuals who Need Language Assistance

PHA shall take reasonable steps to identify LEP persons served or encountered using the following methods:

- Using the Census Bureau "I speak" cards to invite LEP persons to identify their language needs to staff;
- Posting notices in PHA office listing commonly encountered languages and notifying LEP persons of available language assistance;
- Requesting applicants and participants to list their primary language and need for interpreter on applications and eligibility statements;
- Tracking the LEP information electronically;

Language Assistance Measures

Types of Language Services Available

PHA shall take reasonable steps to provide oral and written language services as described in this section. In determining what language services should be provided, PHA shall consider the following factors:

A. The number or Proportion of LEP Persons Served or Encountered in the Eligible Service Population

PHA shall examine its prior experiences with LEP encounters to determine the breadth and scope of language services needed. PHA shall also consult other data to refine or validate its prior experience, including the latest census data for the area served.

B. The Frequency With Which LEP Individuals Come Into Contact With the Program

PHA shall take reasonable steps to assess, as accurately as possible, the frequency of contact with LEP persons from different language groups. The more frequent the contact with a particular

language group, the more likely that enhanced language services in that language are needed. Less frequent contact with different language groups may suggest a different and less intensified solution.

The Nature and Importance of the Program, Activity, or Service provided by the Program

The more important the activity, information, service, or program, or the greater the possible consequences of the contact to the LEP persons, the more likely language services may be needed.

The Resources Available to PHA and Costs

While it is PHA's policy to take reasonable steps to provide meaningful access to PHA programs and activities by LEP persons, the availability of resources may limit the provision of language services in some instances "Reasonable steps" may cease to be reasonable where the costs imposed substantially exceed the benefits. PHA shall explore the most cost-effective means of delivering competent and accurate language services before limiting services due to resource concerns.

Oral Language Services (Interpretation)

PHA shall use contract interpreters and bilingual PHA or City of Paducah staff to provide the services. Where LEP persons so desire, they can use, at their own expense, an adult interpreter of their own choosing (whether a professional interpreter, family member, or friend) in place of or as a supplement to the free language services offered by PHA. PHA may, at its discretion, choose to provide their own Interpreter in addition to the one used by the family.

PHA shall take reasonable steps to ensure competency of the language service provider. When providing oral language assistance, PHA shall use the following general criteria to ensure effective communication with LEP persons:

- Demonstrated proficiency in and ability to communicate information accurately in both English and in the other language and identify and employ the appropriate mode of interpreting;
- Knowledge in both languages of any specialized terms or concepts peculiar to PHA's program or activity and of any particular vocabulary and phraseology used by the LEP person;
- Understanding of and following confidentiality and impartiality rules;
- Awareness of "regionalisms" used by the LEP person;
- Understanding of and adherence to their role as interpreters without deviating into a role as counselor, legal advisor, or other roles.

When interpretation is needed and is reasonable, it shall be provided in a timely manner so as to avoid the effective denial of a benefit or service. Where access to or exercise of a benefit or service is not effectively precluded by a reasonable delay, the language assistance may be reasonably delayed.

Written Language Services (Translation)

PHA shall take reasonable steps to provide written translations of vital documents that list program rules and instructions for each eligible LEP language group that constitutes 5% or 28 persons, whichever is less, of program applicants/participants. Whether or not a document (or information it solicits) is vital may depend upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner. For example, applications for certain recreational activities would not generally be considered vital documents, whereas applications for housing could be considered vital.

All documents that require action from an applicant or participant shall include a statement in the languages of eligible groups reading "Important information about your housing. If you need assistance, please contact us immediately." PHA shall take reasonable steps to provide oral interpretation of other documents, if needed.

For all documents available in the languages of eligible groups, the English version of the documents shall include a statement on the bottom in the languages of eligible groups reading "This form is available in (language) upon request."

For LEP language groups that constitute less than of program applicants, participants or residents, PHA will not translate written materials, but shall take reasonable steps to provide oral interpretation of the written materials upon request.

As with oral interpreters, PHA will take reasonable steps to ensure competency of translators of written documents. Where legal or other vital documents are involved, PHA shall make a reasonable effort to use certified translators.

Telephone Services

When calls are received by an LEP applicant, participant or resident, PHA staff will make every effort to determine the language being spoken by the caller. Calls will be forwarded to PHA or City staffs who speaks the same language as the caller for assistance. If PHA or City staff is not available at the time of the call, the caller will be requested to call back when an interpreter can be available. An interpreter will be secured within a reasonable time frame.

On-Site Visitation

When an LEP applicant, participant or resident comes to the PHA office, PHA staff will make every effort to determine the language being spoken by the caller by using the "I Speak" cards. If PHA or City staffs who speak the language are available to assist the applicant, participant or resident, they will do so, either in person or via telephone. If PHA or City staff is not available at the time of the visit, the person will be requested to come back when an interpreter can be available. An interpreter will be secured within a reasonable time frame.

Written Communications

Correspondence received in languages other than English will be translated by PHA or City staff who speak the language, where available, or by PHA's contracted translation agency. Responses will be translated into the same language as the letter that was received.

Training Staff

PHA will ensure that staff knows the obligation to provide meaningful access to information and services to LEP persons. PHA will provide training to ensure that:

- Staff is competent on LEP policies and procedures; and
- Staff having contact with the public is trained to work effectively with interpreters.

The training will be included as a part of departmental orientation for new employees.

Staff will be provided with listing of forms available in languages other than English and with a list of bilingual City staff.

Providing Notice to LEP Persons

PHA shall provide a notice to LEP persons of the availability of free language assistance that ensures meaningful access to PHA's programs and services. Examples of notification may include:

- Posting signs in common areas, offices, and anywhere applications are taken. The signs shall be translated into the most common languages encountered;
- Stating in outreach documents that language services are available. These statements shall be translated into the most common languages encountered;
- Working with grassroots and faith-based community organizations and other stakeholders to inform LEP persons of PHA's services, including the availability of language assistance services;

Monitoring and Updating LEP Plan

PHA will monitor the implementation of the LEP plan on an ongoing basis to determine whether new documents, programs, services, and activities need to be made accessible for LEP persons. In addition, PHA will review its LEP plan annually to evaluate the following information:

- Proportion of LEP persons in the eligible service population;
- Frequency of encounters with LEP language groups;
- Nature and importance of activities to LEP persons;
- Availability of resources;
- Whether existing language assistance meets the needs of LEP persons;
- Whether staff knows and understands LEP plan and its implementation.

10. Reduction of Families Due to Reduced Funding

In the event of a reduction of federal funding, the PHA will utilize a family reduction plan as follows:

- A. Terminate HAP contracts for families that are receiving the least rental assistance not to exceed 5% of total families assisted, if reduction is not adequate;
- B. Terminate HAP contracts for families based upon the most recent executed rental agreements to the extent that remedies reduction forecast.
- C. All terminated families due to reduced funding will be offered preference placement on waiting list to be re-assisted when adequate funding exist.

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Part VIII. MANAGEMENT ASSESSMENT OBJECTIVES

The Paducah Section 8 Housing office policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators.

- Selection from the Waiting List
- Reasonable Rent
- Determination of Adjusted Income
- Utility Allowance Schedule
- HQS Quality Control Inspections
- HQS Enforcement
- Expanding Housing Opportunities
- FMR/exception rent & Payment Standards
- Annual Re-examinations
- Correct Tenant Rent Calculations
- Pre-Contract HQS Inspections
- Annual HQS Inspections
- Lease-up
- Family Self-Sufficiency Enrollment and Escrow Account Balances

A qualified person will perform supervisory quality control reviews on the following SEMAP indicators:

- Selection from the waiting list
- Rent reasonableness
- Determination of adjusted income
- HQS Enforcement
- HQS Quality Control
- Annual Re-examinations
- Correct Tenant Rent Calculations
- Pre-Contract HQS Inspections

The annual sample of files and records will be drawn in an unbiased manner that is documented.

The minimum sample size to be reviewed for each SEMAP indicator is provided in 24 CFR Part 985, and will relate directly to each factor.

APPENDIX: 2020 Fair Market Rates and Income Limits



FY 2022 FAIR MARKET RENT DOCUMENTATION SYSTEM

The FY 2022 McCracken County, KY FMRs for All Bedroom Sizes

Final FY 2022 & Final FY 2021 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2022 FMR	\$577	\$613	\$807	\$999	\$1,094
FY 2021 FMR	\$577	\$611	\$805	\$1,001	\$1,092

McCracken County, KY is a non-metropolitan county.



FY 2021 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2021 Income Limits Summary

Selecting any of the buttons labeled "Click for More Detail" will display detailed calculation steps for each of the various parameters.

FY 2021 Income Limit Area	Median Family Income Click for More Detail	FY 2021 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
McCracken County, KY	\$63,600	Very Low (50%) Income Limits (\$) Click for More Detail	22,300	25,450	28,650	31,800	34,350	36,900	39,450	42,000
		Extremely Low Income Limits (\$)* Click for More Detail	13,400	17,420	21,960	26,500	31,040	35,580	39,450*	42,000*
		Low (80%) Income Limits (\$) Click for More Detail	35,650	40,750	45,850	50,900	55,000	59,050	63,150	67,200

APPENDIX: 2022 Utility Allowances

1. Single-family / Manufactured Home

Utility Allowance Schedule

See Public Reporting and Instructions on back.

U.S Department of Housing and
 Urban Development
 Office of Public and Indian Housing

OMB Approval No. 2577-0169
 exp. 7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		Unit Type						Date (mm/dd/yyyy)
KY137 Paducah/McCracken County		Single-family/Manufactured Home						03/15/2022
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas		22	22	28	28		
	Bottled Gas		52	52	69	69		
	Electric		84	84	87	90		
	Electric – Heat Pump		87	87	90	94		
	Fuel Oil		92	92	96	100		
	Other							
Cooking	Natural Gas	5	5	5	7	7		
	Bottled Gas	7	7	13	18	24		
	Electric	3	4	9	11	11		
	Other							
Other Electric		15	29	33	42	47		
Air Conditioning			28	28	34	39		
Water Heating	Natural Gas	7	7	8	9	15		
	Bottled Gas	13	16	17	18	24		
	Electric	15	27	33	40	45		
	Fuel Oil	17	30	36	44	49		
Water		25	25	25	34	41		
Sewer		18	18	18	18	18		
Trash Collection		17	17	17	17	17		
Other – specify								
Range/Microwave		6	6	6	6	6		
Refrigerator		7	7	7	7	7		
Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance	
Head of Household Name					Heating			
					Cooking			
					Other Electric			
					Air Conditioning			
Unit Address					Water Heating			
					Water			
					Sewer			
					Trash Collection			
					Other			
Number of Bedrooms					Range/Microwave			
					Refrigerator			
					Total			

2. Walk-up / Multi-family

Utility Allowance Schedule

See Public Reporting and Instructions on back.

U.S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		Unit Type					Date (mm/dd/yyyy)
KY137 Paducah/McCracken County		Walk-up/Multi-family Single Level					03/15/2022
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	8	8	15	18		
	Bottled Gas	18	21	34	46		
	Electric	33	42	49	57		
	Electric – Heat Pump						
	Fuel Oil						
	Other						
Cooking	Natural Gas	5	5	5	7	7	
	Bottled Gas	7	7	13	18	24	
	Electric	3	4	9	11	11	
	Other						
Other Electric		15	29	33	42	47	
Air Conditioning		11	12	23	28		
Water Heating	Natural Gas	7	7	8	9	15	
	Bottled Gas	13	16	17	18	24	
	Electric	15	27	33	40	45	
	Fuel Oil	17	30	36	44	49	
Water		25	25	25	34	41	
Sewer		18	18	18	18	18	
Trash Collection		17	17	17	17	17	
Other – specify							
Range/Microwave		6	6	6	6	6	
Refrigerator		7	7	7	7	7	
Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance	
Head of Household Name					Heating		
					Cooking		
					Other Electric		
					Air Conditioning		
Unit Address					Water Heating		
					Water		
					Sewer		
					Trash Collection		
					Other		
Number of Bedrooms					Range/Microwave		
					Refrigerator		
					Total		

3. Duplex / Townhouse

Utility Allowance Schedule

See Public Reporting and Instructions on back.

U.S Department of Housing and
 Urban Development
 Office of Public and Indian Housing

OMB Approval No. 2577-0169
 exp. 7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA KY137 Paducah/McCracken County		Unit Type Duplex, Townhouse, Rowhouse					Date (mm/dd/yyyy) 03/15/2022
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	9	15	18	20	24	
	Bottled Gas	29	35	46	52	62	
	Electric	43	54	73	82	88	
	Electric – Heat Pump						
	Fuel Oil						
	Other						
Cooking	Natural Gas	5	5	5	7	7	
	Bottled Gas	7	7	13	18	24	
	Electric	3	4	9	11	11	
	Other						
Other Electric		15	29	33	42	47	
Air Conditioning		13	17	29	36	41	
Water Heating	Natural Gas	7	7	8	9	15	
	Bottled Gas	13	16	17	18	24	
	Electric	15	27	33	40	45	
	Fuel Oil	17	30	36	44	49	
Water		25	25	25	34	41	
Sewer		18	18	18	18	18	
Trash Collection		17	17	17	17	17	
Other – specify							
Range/Microwave		6	6	6	6	6	
Refrigerator		7	7	7	7	7	
Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance
Head of Household Name					Heating		
					Cooking		
					Other Electric		
					Air Conditioning		
Unit Address					Water Heating		
					Water		
					Sewer		
					Trash Collection		
					Other		
Number of Bedrooms					Range/Microwave		
					Refrigerator		
					Total		

Civil Rights Certification (Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

PHA Certifications of Compliance with PHA Plans and Related R e g u l a t i o n s

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 08/30/2011

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or ___ Annual PHA Plan for the PHA fiscal year beginning, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

PHA Name

PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20 - 20

Annual PHA Plan for Fiscal Years 2022-2023

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

Streamlined Annual PHA Plan (HCV Only PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 02/29/2016
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.																																							
A.1	PHA Name: _____ PHA Code: _____ PHA Plan for Fiscal Year Beginning: (MM/YYYY): _____ PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Housing Choice Vouchers (HCVs) _____ PHA Plan Submission Type: ☐ Annual Submission ☐ Revised Annual Submission Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below) <table border="1"> <thead> <tr> <th>Participating PHAs</th> <th>PHA Code</th> <th>Program(s) in the Consortia</th> <th>Program(s) not in the Consortia</th> <th>No. of Units in Each Program</th> </tr> </thead> <tbody> <tr> <td>Lead HA:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	Lead HA:																													
Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program																																				
Lead HA:																																								

B. Annual Plan.	
B.1	Revision of PHA Plan Elements. (a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission? Y N ☐ ☐ Housing Needs and Strategy for Addressing Housing Needs. ☐ ☐ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☐ Financial Resources. ☐ ☐ Rent Determination. ☐ ☐ Operation and Management. ☐ ☐ Informal Review and Hearing Procedures. ☐ ☐ Homeownership Programs. ☐ ☐ Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. ☐ ☐ Substantial Deviation. ☐ ☐ Significant Amendment/Modification. (b) If the PHA answered yes for any element, describe the revisions for each element(s):
B.2	New Activities (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N Project Based Vouchers. ☐ ☐ (b) If this activity is planned for the current Fiscal Year, describe the activities. Provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.
B.3	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N N/A ☐ ☐ ☐ (b) If yes, please describe:
B.4	Civil Rights Certification Form HUD-50077 PHA Certifications of Compliance with the PHA Plans and Related Regulations, must be submitted by the PHA as an electronic attachment to the PHA Plan.
B.5	Certification by State or Local Officials. Form HUD 50077-SL Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan.
B.6	Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.
B.7	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) provide comments to the PHA Plan? Y N ☐ ☐ (a) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.

Instructions for Preparation of Form HUD-50075-HCV

Annual PHA Plan for HCV Only PHAs

A. PHA Information. All PHAs must complete this section. ([24 CFR §903.23\(4\)\(e\)](#))

- A.1** Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

B. Annual Plan. All PHAs must complete this section. ([24 CFR §903.11\(c\)\(3\)](#))

B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

☐ **Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income families who reside in the PHA’s jurisdiction and other families who are on the Section 8 tenant-based waiting list. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. ([24 CFR §903.7\(a\)\(1\)](#) and [24 CFR §903.7\(a\)\(2\)\(i\)](#)). Provide a description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. [24 CFR §903.7\(a\)\(2\)\(ii\)](#)

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. ([24 CFR §903.7\(b\)](#))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. ([24 CFR §903.7\(c\)](#))

☐ **Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. ([24 CFR §903.7\(d\)](#))

☐ **Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. ([24 CFR §903.7\(e\)\(3\)\(4\)](#)).

☐ **Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. ([24 CFR §903.7\(f\)](#))

☐ **Homeownership Programs.** A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. ([24 CFR §903.7\(k\)](#))

☐ **Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA’s partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA’s partnerships with other entities, and activities under section 3 of the Housing and Community Development Act of 1968 and under requirements for the Family Self-Sufficiency Program and others. Include the program’s size (including required and actual size of the FSS program) and means of allocating assistance to households. ([24 CFR §903.7\(l\)\(i\)](#)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. ([24 CFR §903.7\(l\)\(iii\)](#)).

☐ **Substantial Deviation.** PHA must provide its criteria for determining a “substantial deviation” to its 5-Year Plan. ([24 CFR §903.7\(r\)\(2\)\(i\)](#))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan. Should the PHA fail to define ‘significant amendment/modification’, HUD will consider the following to be ‘significant amendments or modifications’: a) changes to rent or admissions policies or organization of the waiting list; or b) any change with regard to homeownership programs. See guidance on HUD’s website at: [Notice PIH 1999-51](#). ([24 CFR §903.7\(r\)\(2\)\(ii\)](#))

If any boxes are marked “yes”, describe the revision(s) to those element(s) in the space provided.

- B.2 New Activity.** If the PHA intends to undertake new activity using Housing Choice Vouchers (HCVs) for new Project-Based Vouchers (PBVs) in the current Fiscal Year, mark “yes” for this element, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake this activity, mark “no.” ([24 CFR §983.57\(b\)\(1\)](#) and Section 8(13)(C) of the United States Housing Act of 1937.

☐ **Project-Based Vouchers (PBV).** Describe any plans to use HCVs for new project-based vouchers. If using PBVs, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

- B.3 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark “yes” and describe those findings in the space provided. ([24 CFR §903.11\(c\)\(3\)](#), [24 CFR §903.7\(p\)](#))
- B.4 Civil Rights Certification.** Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction’s initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. ([24 CFR §903.7\(o\)](#))
- B.5 Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, including the manner in which the applicable plan contents are consistent with the Consolidated Plans, must be submitted by the PHA as an electronic attachment to the PHA Plan. ([24 CFR §903.15](#))
- B.6 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year PHA Plan. ([24 CFR §903.11\(c\)\(3\)](#), [24 CFR §903.7\(r\)\(1\)](#))
- B.7 Resident Advisory Board (RAB) comments.** If the RAB provided comments to the annual plan, mark “yes,” submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. ([24 CFR §903.13\(c\)](#), [24 CFR §903.19](#))

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 4.5 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Agenda Action Form

Paducah City Commission

Meeting Date: April 12, 2022

Short Title: 2022 Kentucky League of Cities (KLC) Insurance Services Workers' Safety Grant Application and Acceptance in the amount of \$3,000 - **S SUAZO**

Category: Municipal Order

Staff Work By: Hope Reasons

Presentation By: Stefanie Suazo

Background Information: The KLCIS Safety Grant Program was developed in 1999 as a way for members to enhance their safety budgets through this opportunity. This grant has a 50/50 matching requirement. The safety grant program will reimburse a city up to \$3,000 for prior-approved items/equipment that will reduce Workers' Compensation exposures.

The Human Resources Department is requesting approval for the application and acceptance of a \$3,000 reimbursement grant for telematics and camera equipment installed on refuse trucks. We installed the software and cameras to streamline the way we run our routes, improve clarity and confusion when incidents occur, enforce fleet safety by monitoring speed and emergency warning systems, and overall improve the way our Solid Waste division operates. The 50/50 matching requirement will be fulfilled by prior purchases related to reducing worker's compensation exposures.

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 execute all required grant application and acceptance documents.

Attachments:

1. MO app & award - klc safety grant 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A 2022 MATCHING INSURANCE SERVICES SAFETY GRANT IN THE AMOUNT OF \$3,000 THROUGH THE KENTUCKY LEAGUE OF CITIES FOR REIMBURSEMENT FOR TELEMATICS AND CAMERA EQUIPMENT INSTALLED ON REFUSE TRUCKS, ACCEPTING ANY GRANT FUNDS AWARDED BY KLCIS, 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 to obtain a 2022 Matching Insurance Services Safety Grant in the amount of \$3,000 from the Kentucky League of Cities. The grant will be used for telematics and camera equipment installed on refuse trucks.

SECTION 2. That the City of Paducah hereby authorizes the acceptance of any and all grant funds awarded by the Kentucky League of Cities Insurance Services Safety Grant and authorizes the Mayor to execute the Grant Agreement and all related documents.

SECTION 3. The 50/50 matching requirement will be fulfilled by prior purchases of cameras and software for Solid Waste trucks.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 12, 2022
Recorded by Lindsay Parish, City Clerk, April 12, 2022
\\mo\grants\app & award - klc safety grant 2022

Agenda Action Form

Paducah City Commission

Meeting Date: April 12, 2022

Short Title: Annual 911 Radio service agreement with Mobile Communications America in an amount of \$32,626.28 - **B LAIRD**

Category: Municipal Order

Staff Work By: Anthony Copeland

Presentation By: Brian Laird

Background Information: This is a recurring annual agreement with Mobile Communications America (MCA) previously known as Jackson Purchase 2-Way Radio Service. It is for 24/7 service to our 800 MHz Smartnet radio system and Motorola Gold Elite dispatch console system. The total amount of the agreement is \$32,626.28, to be paid in quarterly installments of \$8,156.57.

The current agreement expires June 30, 2022.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: 911 Communications Services Fund

Account Number: 2000-40-4001-522060

Staff Recommendation: Approve the service agreement.

Attachments:

1. MO contract-Mobile Communications America 4-2022
2. Paducah 911 FY 2022-2023 Contract

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT IN THE AMOUNT OF \$32,626.28 WITH MOBILE COMMUNICATIONS OF AMERICA (MCA) PREVIOUSLY KNOWN AS JACKSON PURCHASE 2-WAY RADIO, INC.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a service agreement with Mobile Communications of America (MCA), previously known as Jackson Purchase 2-Way Radio, Inc., for 24/7 service to the 800 MHz Smartnet radio system and the Motorola Gold Elite dispatch console system in the amount of \$32,626.28, to be paid in quarterly installments of \$8,156.57. Said contract shall expire July 1, 2023.

SECTION 2. This expenditure shall be paid from the 911 Communication Services Fund Account No. 2000 4001 522060.

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

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 12, 2022
Recorded by Lindsay Parish City Clerk, April 12, 2022
MO\contract-Mobile Communications America 4-2022



COMMUNICATIONS EQUIPMENT MAINTENANCE SERVICE AGREEMENT

This Agreement is entered into on 7/1/2022 between Mobile Communications America with principal offices at
Paducah (hereafter "Mobile Communications America") and; (the "Customer")
Paducah 911 510 Clark St, Paducah, KY 42003

This Agreement is an offer to purchase service by the customer and applies to maintenance service, parts and labor for the equipment and/or systems as described in Attachment A. Mobile Communications America agrees to maintain the equipment under the terms and conditions described in this Agreement. Beginning on the effective date of this Agreement, Mobile Communications America agrees to provide maintenance service to keep covered equipment in good working order.

Payment Terms:

In consideration of the maintenance service provided, the customer agrees to pay to Mobile Communications America
\$2,718.86 per month, \$32,626.28 annually (*State/Local taxes NOT included*). The customer will pay on a Quarterly basis.
This service agreement will expire on: 7/1/2023. This agreement will auto renew upon the expiration date.

Once the agreement is accepted, services may be added or adjusted but may not be reduced below the initial payment terms agreement upon when executed.

By signing this Agreement, Customer agrees to accept maintenance service for the listed equipment according to all specified terms and conditions of the Agreement. Customer also agrees to provide full, free and safe access to the equipment and/or systems covered by this Agreement. The amounts noted above are due and payable within thirty (30) days of the Effective Date. This Agreement is valid only if signed by an authorized representative or officer of Mobile Communications America.

The additional terms and conditions attached to this Agreement are part of this Agreement. This Agreement is the complete understanding between Mobile Communications America and Customer superseding all prior proposals or agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Customer agrees that no other representations have been made relative to this Agreement, except that which is expressed in writing herein. The Customer acknowledges that the Customer has read this entire Agreement, understands it, and agrees to be bound by its terms and conditions.

By: _____
Customer

Title: _____

Date: _____

By: _____
Mobile Communications America

Title: _____

Date: _____

Terms And Conditions

TERM AND ACCEPTANCE: THIS AGREEMENT SHALL BECOME BINDING UPON THE PARTIES WHEN ACKNOWLEDGED IN WRITING BY THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER AND MCA. It is agreed that service shall be provided only upon the terms included in this Agreement. MCA shall not be bound by terms within the Customer's purchase order or in any other document provided by Customer and provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend this Agreement.

GENERAL PROVISIONS: MCA agrees to provide services for the Customer for the Equipment. Services provided hereunder do not assure uninterrupted operation of the Equipment or service and MCA is not responsible for failure to render covered service due to causes beyond its control.

NORMAL WORKING HOURS: Normal working hours shall be from 8:00 AM to 5:00 PM, Monday through Friday, except holidays.

SERVICE: MCA will perform such repairs as may be required to restore Equipment to their normal operating level, provided that such repairs are necessitated by the failure of the Equipment due to normal usage. Non-fixed Equipment shall be serviced at an MCA shop during normal working hours. Travel charges and expenses incurred by MCA at the request of the Customer to resolve a malfunction of the Equipment that is not covered under this Agreement shall be billable to the Customer at current MCA rates. For emergency service or other service performed at Customer's request outside of normal working hours, for equipment not covered under this Agreement or for Equipment whose failure was due to causes not considered to be "normal usage," Customer will be billed for the service at the then current MCA rates for each occurrence.

ENHANCED SERVICE OPTION: If Customer has elected to purchase the Enhanced Service Option, emergency service is included at no additional charge per occurrence, provided that all other terms of this Agreement are satisfied. Emergency service is provided 24 hours per day, seven days per week. Customers not electing the Enhanced Service Option shall pay an additional charge for emergency service rendered at current MCA rates for each occurrence.

REPLACEMENT PARTS: MCA will replace parts and components of the Equipment on an exchange basis when failure is due to the normal and proper use of the Equipment. Parts replaced during maintenance service become the property of MCA.

PREVENTIVE MAINTENANCE: MCA will inspect the Equipment and make such repairs, adjustments, and replacements of parts and components as may be necessary to maintain the Equipment in normal operating condition provided that such services and maintenance are necessitated by normal usage of the Equipment. Inspections and preventive maintenance service will be provided by MCA during normal working hours at the locations specified. All preventive maintenance inspections will be scheduled for mutual convenience and may be performed during remedial service.

PRICE CHANGES: Unless otherwise indicated, prices quoted in this Agreement shall remain in effect for the duration indicated in this Agreement or if none is specified, for a period of [one year]. Thereafter, at the sole discretion of MCA, prices for service under this Agreement may be increased by MCA upon thirty days written notice to Customer. Such changes will become effective on the first day of the first full month following the date specified in the notice.

LIMITATIONS: MCA reserves the right to inspect any equipment or service prior to its inclusion under the terms of this Agreement. MCA may at its sole discretion require that said equipment or system be restored to proper operating specifications at Customer's expense prior to its being covered under this Agreement. MCA may at its sole discretion declare Equipment to be unserviceable. In such case, MCA's sole responsibility is to remove such Equipment from the billing under this Agreement.

EXCLUDED SERVICES: The following services are not included under the terms of this Agreement. The repair of Equipment, replacement of parts, or any additional service labor due to accident, abuse, disaster, neglect, misuse, physical damage, liquid damage, damage by lightning or other Acts of God, service by personnel other than those authorized by MCA, alterations, modifications, attachments, accessories (other than those specifically designed for use with the particular piece of Equipment), use of Equipment with unauthorized batteries and/or power supplies or reprogramming by other than MCA personnel. Travel charges and expenses incurred by MCA at the request of the Customer to resolve a malfunction of equipment or systems not covered under this Agreement shall be billable to the Customer at current MCA rates. If MCA finds that any Equipment has been altered or repaired by others, such Equipment shall not be covered by this Agreement and any services shall be billable to the Customer at current MCA rates.

TAXES: Applicable taxes will be billed to the Customer and the Customer hereby agrees to pay said taxes, unless the Customer has provided a current tax exemption certificate.

LIABILITY INSURANCE: MCA agrees to carry reasonable liability insurance and applicable worker's compensation insurance.

WARRANTY: MCA warrants that it will perform the services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. EXCEPT FOR THE WARRANTY SET FORTH IN THIS PARAGRAPH, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

LIMITATION OF LIABILITY: MCA SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT OR SYSTEMS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE LIABILITY OF MCA WITH RESPECT TO ANY OF ITS OBLIGATIONS HEREUNDER, INCLUDING SERVICE, SALE, DELIVERY, RESALE, INSTALLATION OR THE TECHNICAL DIRECTION OF INSTALLATION, REPAIR OR USE OF ANY ITEM COVERED BY OR FURNISHED HEREUNDER, WHETHER SUCH LIABILITIES ARE FOUNDED IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID TO MCA WITH RESPECT TO THE SERVICE GIVING RISE TO THE CLAIM. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON OPEN ACCOUNT.

TERMINATION: This Agreement shall terminate upon the expiration date set forth in this Agreement. With the exception of the Customer's liability for any and all payments outstanding under this Agreement, neither the Customer nor MCA shall retain any liability for any performance under this Agreement on any date following the expiration of this Agreement. If agreement is terminated early by Customer, Customer will be responsible to pay a penalty equal to 2 (two) months of the agreement.

NO CHANGES: Except as previously described, no changes, alteration or modification of this Agreement may be made without the express written consent of both parties. This Agreement may not be assigned or transferred without the express written consent of MCA.

ATTORNEYS' FEES: Should any dispute arise between the parties regarding the interpretation, application, effect or enforcement of the Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.

COVENANT NOT TO SOLICIT: During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of MCA or its subcontractors without the prior written authorization of MCA. This provision applies only to those employees of MCA or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

GOVERNING LAW AND VENUE: This Agreement and the parties' performance hereunder shall be governed by South Carolina law, excluding choice-of-law rules. Furthermore, to the extent permitted under South Carolina law, the parties waive the benefit all substantive, non-procedural, foreign and international laws, which might otherwise grant the parties rights which are different than those contemplated under this Agreement. The parties agree that a party shall commence any action with respect to any dispute regarding the performance or breach of this Agreement exclusively in the State of South Carolina Courts in Spartanburg County, South Carolina or the United States District Court for the District of South Carolina, and the parties, by entering into this Agreement, submit to the exclusive venue and personal jurisdiction of such courts, and waive all objections to jurisdiction and venue of such courts, including forum non-convenes.

COUNTERPARTS: The Agreement may be executed in counterparts, which together constitute one and the same agreement. A facsimile copy or computer image, such as a PDF or tiff image, of a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of the Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

MISCELLANEOUS: This Agreement: (i) constitutes the entire agreement between MCA and Customer relating to the maintenance of the Equipment, and supersedes all prior agreements relating thereto, whether written or oral, and (ii) may not be amended or modified except in a writing signed by the parties hereto. If any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. All notices given by one party to the other under this Agreement must be delivered by: (a) hand delivery, (b) certified mail, return receipt requested, (c) nationally recognized overnight courier service, or (d) facsimile, to the other party's respective address given in the preamble to the Agreement.

Equipment and Coverage Details - Attachment A

MCA Services - Warranty		Qty	Coverage	
			Services	Programming, Annual PM With Firmware Updates
			Subscriber Repair	M-F 8X5 Response
			Infrastructure Repair	MCA Premier 24 X 7 X 365
Infrastructure Total:		12	Console Repair	MCA Premier 24 X 7 X 365
Console Total:		5		
Customer Locations			Special Instructions	
Paducah 911			Labor Only Contract - Parts are not included.	
			See Addendum for further clarification.	

MCA Essential Service (Warranty) - Subscribers

Subscriber support includes depot repair handling. It is the customer's responsibility to get the subscriber to their local MCA facility and ensure MCA has the current programming files on hand. It is MCA's responsibility to:

- Triage the device
- Ship to the depot if repair cannot be addressed locally
- Track repair status
- Receive the device back from the depot
- Confirm that the radio has been repaired and is programmed to the customer's specifications
- Communicate to the customer their device is fixed.

Subscriber support also includes one annual preventative maintenance check. It is the customer's responsibility to ensure the devices are made available for this check and update. It is MCA's responsibility to complete the preventative maintenance check and communicate results of this service with the customer. One annual firmware update of the device will be completed at the time of the preventative maintenance check. Feature enablement is excluded from this service.

MCA Premier Service (Warranty) - Subscribers

Subscriber support includes depot repair handling. It is the customer's responsibility to get the subscriber to their local MCA facility and ensure MCA has the current programming files on hand. It is MCA's responsibility to:

- Triage the device
- Ship to the depot if repair cannot be addressed locally
- Track repair status
- Receive the device back from the depot
- Confirm that the radio has been repaired and is programmed to the customer's specifications
- Communicate to the customer the status of their repair as it changes

Subscriber support also includes one annual preventative maintenance check of the device. It is the customer's responsibility to ensure the devices are made available for this check. It is MCA's responsibility to complete the preventative maintenance check and communicate results of this service with the customer. One annual firmware update of the device will be completed at the time of the preventative maintenance check. Feature enablement is excluded from this service.

Batteries, antennas, and belt clip replacement is covered under this service. Speaker Mics are only covered if purchased as an additional option. Antennas and belt clips will be replaced when they no longer function as the manufacturer intended. ***A battery will be replaced when it falls below a 80% charge capacity, provided they have a date code within MCA's contract terms and are charged by Impress chargers ONLY.***

MCA Essential Service (Warranty) - Infrastructure Components

Infrastructure support includes M-F 8X5 response to all issues arising from infrastructure, infrastructure cabling and antenna systems. Issues that result from power failure, force majeure, or tampering are excluded from this service. Removal of infrastructure equipment for warranty repair is the responsibility of MCA. Repair of cabling and antenna systems is not a part of this service. After hours support is available upon request but is not covered under this service. Additional charges would apply at after hour rates.

One annual preventive maintenance check of all infrastructure, infrastructure cabling and antenna systems is also included. It is the customer's responsibility to give access to all infrastructure, cabling, and antenna systems for this check. It is MCA's responsibility to schedule with the customer and communicate any and all system impact. One annual firmware update of the infrastructure equipment will be completed at the time of the preventative maintenance check.

MCA Premier Service (Warranty) - Infrastructure Components

Infrastructure support includes 24X7X365 response to all system issues arising from infrastructure, infrastructure cabling and antenna systems. Issues that result from power failure, force majeure, or tampering are excluded from this service. Repair of cabling and antenna systems is not a part of this service.

This service also includes depot repair handling of the infrastructure equipment. Should the equipment suffer a failure that cannot be addressed in the field, MCA will:

- Uninstall the infrastructure equipment
- Send to the Motorola Depot
- Track repair status
- Receive the equipment back from the Motorola Depot
- Confirm normal operation
- Re-install the equipment at the customer location.
- Communicate to the customer the status of their repair as it changes

One annual preventive maintenance check of all infrastructure, infrastructure cabling and antenna systems is also included. It is the customer's responsibility to give access to all infrastructure, cabling, and antenna systems for this check. It is MCA's responsibility to schedule with the customer and communicate any and all system impact. One annual firmware update of the infrastructure equipment will be completed at the time of the preventative maintenance check.



MOTOROLA

MCA | Mobile
Communications
America

1201 South Third Street
Paducah, KY 42003
Phone: (270) 443-5604, (800) 264-5604
Fax: (270) 443-6402
E-mail: tennadmin@calimc.com

Service Agreement for Paducah 911

Site location: City of Paducah, 911 Dispatch & Operations Facility

Service provider: Mobile Communications America (MCA) of Paducah KY.

Agreement Summary:

The following is an explanation of agreed services to be rendered by Mobile Communications America for the City of Paducah 911's Motorola 800MHz Smartnet Radio System #3713 and the Motorola Gold Elite dispatch console system.

Scope of Agreement:

This agreement is limited to requests made by authorized personnel, or monitored alarm notifications of issues that impair the normal operations of radio system #3713 or the Motorola Gold Elite dispatch consoles. Service calls from MCA will be available 24 hours a day / 7 days per week and response times will be determined by severity of issue. Restoration of service, and repairs if needed, will be determined on a per case / best effort scenario. Also, the extent of the issue and the availability of replacement parts will be a major factor in restoring service in a timely manner. This agreement also includes one (1) annual On-Site Maintenance check of active / reserve System #3713 equipment to be performed during regular business hours. This agreement does not cover non-system #3713 equipment such as the building electrical system, HVAC, generator, building integrity, and other non-radio or dispatch system items. Any tower related work shall be sub contracted through MCA. Any work to include climbing, light repair / replacement, antenna or cable repair / maintenance will be billed separately using current contractor rates.

Agreement rates as of July 1st, 2022:

In lieu of an hourly rate charged per call based upon time of day / day of week, this agreement serves as documentation that the sum of \$32,626.28 is to be paid to Mobile Communications America for compensation of any and all labor and travel expenses for service and repairs, excluding parts, under contract. This agreement shall be valid for 1 year from date of execution and can be automatically renewed annually. The sum of \$32,626.25 shall be paid in 4 quarterly installments of \$8156.57 through invoices received from MCA.

Important notice:

It is important to understand that Motorola Smartnet is a legacy system. This means that Motorola factory support is no longer available. Repairs and/or replacement parts may be limited to availability

through Motorola and/or used equipment dealers. Many parts may become harder to, or even impossible to find, as time goes on.

Reserving System Components (Optional):

Components of the Paducah 911 Smartnet 800 MHz systems may, by direction of Paducah 911, be removed from active service.

The system normally operates with two site controllers, one active and one in hot standby mode, and eight repeater stations that automatically switch in the event of an active controller failure. By disconnecting this hot switch-over feature, this may help to reduce losses from AC power/generator surges or lightning damage.

One MTC3600 controller, five Quantar stations, two data broadcasting boxes, and the 800MHz antenna system remain in service. The second MTC3600 controller, the three remaining Quantar stations, and the two remaining data broadcast boxes can be disconnected and powered down to provide either a non powered backup system, or, swappable parts to resolve active system issues.

800 MHz Antenna System:

The 800MHz antenna system and tower are the life line of system operation. Other 2-way stations located on site, including the ICALL/ITAC stations, are connected to the antenna system and would be impacted in case of an antenna system problem. Best effort will be made to resolve any antenna related issues.

Paducah 911 will be contacted in the event of antenna system problems that require an official directive, authorization for purchase(s), and labor costs to repair. A tower maintenance/erection company would need to be contracted to resolve tower, antenna systems, or other associated contractor required issues that relate to, or, are outside of the communications building.

Major System Extended Outage or Damage:

Best effort will always be made to restore the Paducah 911 radio system to active service as soon as possible if issues arise. However, if for any reason that service cannot be restored to normal operation as the result of fire, theft, manmade or natural disaster, or any other reason, a backup plan should be in place. It is recommended that an immediate alternative plan of dispatch and unit to unit communications be in place in case of an outage whether short or long term.

Disclaimer:

Mobile Communications America is neither responsible nor liable for any incidents, accidents, deaths, or injuries as a result of normal system operations, failures, and any problems encountered during communications, during attempts or disruptions of communications, or any alternate, emergency, or backup communication systems or plans.

Agenda Action Form

Paducah City Commission

Meeting Date: April 12, 2022

Short Title: Contract Between the City of Paducah, Kentucky and Kenny's Lawn Care & More for Maintenance of City Surplus Lots - **G CHERRY**

Category: Municipal Order

Staff Work By: Greg Cherry

Presentation By: Greg Cherry

Background Information: This Municipal Order authorizes the City to enter into a contract with Kenny's Lawn Care & More for mowing and lawn maintenance for City of Paducah controlled lots.

The bid opening was March 10th, 2022. Kenny's Lawn Care & More provided the lowest responsive bid out of 4 contractors. Kenny's Lawn Care & More will maintain approximately 120 lots at the following unit prices:

Lot Type	Lot Description	Unit Price Per Cut
A Lots	Lots in high visibility areas Three times per month *Not Used at this time	N/A
B Lot	Residential lots of typical size - lawn care twice per month	\$17.50
C Lots	Larger and/or commercial lots - lawn care twice per month	\$70.00

The contractor will provide grounds maintenance (grass cutting, weedeating/edging, blowing off sidewalks, limbs/trash removal, etc.) in every detail of the work and furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Contract documents. The terms of this Contract shall end December 31, 2023.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Tree/Weed/Debris Mgmt.

Account Number: 10001803523100

Staff Recommendation: To accept the bid of Kenny's Lawn Care & More and authorize the Mayor to execute a Contract for the mowing and maintenance of City controlled lots.

Attachments:

1. MO contract-surplus lots maintenance-Kenny's Lawn 4-2022
2. Contract
3. Bid List 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF KENNY'S LAWN CARE & MORE FOR MAINTENANCE OF APPROXIMATELY 120 SURPLUS LOTS IN THE UNIT AMOUNTS OF \$17.50 PER MOW FOR EACH "B LOT" AND \$70 PER MOW FOR EACH "C LOT" AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of Kenny's Lawn Service and More for grounds maintenance of approximately 120 city owned properties in the unit amounts of \$17.50 per mow for each "B lot" and \$70 per mow for each "C lot", said bid being in substantial compliance with the bid specifications, and as contained in the bid of Kenny's Lawn Service and More of March 10, 2022.

SECTION 2. The Mayor is hereby authorized to execute a contract with Kenny's Lawn Service and More, as authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid. Said contract shall begin upon execution and shall terminate on December 31, 2023. The contract may be renewed at the expiration of its term by agreement of both parties. Such renewal may be for up to three (3) additional one (1) year periods.

SECTION 3. This purchase shall be charged to Tree/Weed/Debris Management, Account No. 1000 1803 523100

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 12, 2022
Recorded by Lindsay Parish, City Clerk, April 12, 2022
MO\ contract-surplus lots maintenance-Kenny's Lawn 4-2022

CONTRACT

This Contract, made and entered into on this _____ day of _____, 2022, by and between the CITY OF PADUCAH, KENTUCKY, hereinafter referred to as the "CITY", and Kennys Lawn Care & more, hereinafter referred to as the "CONTRACTOR"

WITNESSETH

The CONTRACTOR shall provide grounds maintenance (grass cutting, weed-eating/edging, blowing off sidewalks, limb/trash removal, etc.) in every detail of the work and furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Contract documents.

The CITY shall pay the CONTRACTOR in the amount of \$ 17.50 / 70.00 per cut for grounds maintenance of approximately 100-130 City owned properties for the performance of this Contract as quoted in the Bid Proposal the Contractor dated Feb March 10, 2022.

The Term of this Contract shall be _____, ending on December 31, 2023. The Contract may be renewed at the expiration of its term agreement of both parties. Such renewal may be for up to three (3) additional one (1) year periods.

This Contract, executed by the City pursuant to Municipal Order _____, adopted by the Board of Commissioners of the City of Paducah, Kentucky, on this the _____ day of _____, 2022.

WITNESSETH the hand of both parties hereto on the day and year first above written.

CITY OF PADUCAH, KENTUCKY

CITY CLERK

By: _____
MAYOR

WITNESS

Contractor/Company: _____

By: _____

TITLE

Agenda Action Form

Paducah City Commission

Meeting Date: April 12, 2022

Short Title: Authorize an Agreement with Central Paving Company of Paducah for Compost Grinding of Tree Debris and Yard Waste - **C YARBER**

Category: Municipal Order

Staff Work By: Debbie Collins

Presentation By: Chris Yarber

Background Information: On February 17, 2022, sealed bids were opened and read aloud for the Compost Grinding of Tree Debris and Yard Waste Contract. This contract requires the Contractor to periodically furnish all equipment, operator, tools, transportation, supplies and items necessary on an as-needed basis to grind and stack all accumulated tree debris and yard waste collected at the Compost Facility at a contract hourly rate. Central Paving Company of Paducah, Inc., submitted the only evaluated and responsible bid at an hourly rate of \$625.00 per hour for this work. The contract time will be for the remaining portion of the 2022 calendar year with three optional one-year term renewals if both parties agree.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Rental Equipment - Solid Waste Compost

Account Number: 50002211 524010

Staff Recommendation: To adopt a Municipal Order authorizing the City of Paducah Public Works Compost Facility to enter into a contract with Central Paving Company of Paducah, Inc., for Compost Grinding of Tree Debris and Yard Waste at an hourly rate of \$625.00 for the remaining portion of the 2022 calendar year; and to authorize the Mayor, subsequent to the recommendation of the Public Works Director, the option to execute three optional one-year term renewals upon the mutual agreement of both parties.

Attachments:

1. MO - compost grinding 2022
2. Proposed Agreement - Compost Grinding
3. Bid Tab
4. Compost Grinding Bid - Central Paving
5. Evaluation Form

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE BID OF CENTRAL PAVING COMPANY OF PADUCAH, INC., FOR COMPOST GRINDING OF TREE DEBRIS AND YARD WASTE, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Central Paving Company of Paducah, Inc., for compost grinding of tree debris and yard waste in the amount of \$625 per hour for the remaining portion of the 2022 calendar year and with three optional one-year term renewals. Said contract is in substantial compliance with bid specifications, advertisement for bids, and bid of Central Paving Company of Paducah, Inc., dated February 17, 2022.

SECTION 2. The Mayor is hereby authorized to execute a contract between the City of Paducah and Central Paving Company of Paducah, Inc., for compost grinding of tree debris and yard waste as set out in Section 1 above. Further, the Mayor is authorized, subsequent to the recommendation of the Public Works Director, the option to execute three optional one-year term renewals upon mutual agreement of both parties.

SECTION 3. This expenditure shall be charged to the Rental Equipment – Solid Waste Compost, Account Number 50002211 524010.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 12, 2022
Recorded by Lindsay Parish, City Clerk April 12, 2022
\\mo\compost grinding 2022

**CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT**

**AGREEMENT FOR
COMPOST GRINDING OF TREE DEBRIS AND YARD WASTE**

THIS AGREEMENT, made this 21st day of March, 2022 by and between the **CITY OF PADUCAH**, hereinafter called the OWNER, and **Central Paving**, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to periodically furnish all equipment, operator, tools, transportation, supplies and items necessary on an as-needed basis to grind all accumulated tree debris and yard waste collected at the Compost Facility at the approved contract hourly rate. The Contractor will also be required to stack the finished mulch product by utilizing a Stacking Conveyor. All work shall be completed in accordance with the Specifications prepared by the Owner.

Throughout the performance of this Contract, the Public Works Department of the City of Paducah shall, in all respects, be acting as agent for the Owner. All work done by the Contractor shall be completed under the general supervision of the Public Works Director.

ARTICLE 2. CONTRACT TIME

This Agreement shall be binding upon the City and the Contractor, his partners, successors, assigns, and legal representatives for remaining portion of the 2022 calendar year ending December 31, 2022. The term of the contract may be renewable for three additional one-year terms, ending at the end of each calendar year on December 31st, upon the mutual agreement of both parties. The City Public Works Director, acting as agent for the Owner, shall determine, in his sole discretion, the Owner's option to renew. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract **Six Hundred Twenty Five Dollars and 00/100 (\$625.00)** per hour, as quoted in the Bid Proposal by the Contractor dated February 17, 2022 and as approved by the Board of Commissioners on _____ by Ordinance _____.

ARTICLE 4. PAYMENTS

The Contractor may submit a Request for Payment subsequent to satisfactory performance of the required Work in accordance with all of the provisions thereof and upon approval by the Owner. The Owner agrees to make Payment to the Contractor within Thirty (30) days after receipt of a properly completed invoice. The Owner reserves the right to withhold any of all payments or portions thereof if the Contractor fails to perform in accordance with the provisions of the contract.

Contract prices are firm and will not be altered during the Contract period. The Contractor agrees that no minimum amount of purchase shall be required.

ARTICLE 5. GOVERNING LAW

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the Commonwealth of Kentucky. The parties further agree that the venue for any legal proceeding relating to this Agreement shall exclusively be in McCracken County, Kentucky.

ARTICLE 6. THE CONTRACT DOCUMENTS

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

IN WITNESS WHEREOF:

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

CONTRACTOR

BY Jeff Griffith - Central Paving Co.
TITLE Vice President

ADDRESS:
PO Box 3230
Paducah Ky 42002

CITY OF PADUCAH

BY _____
George Bray, Mayor

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

Agenda Action Form

Paducah City Commission

Meeting Date: April 12, 2022

Short Title: Approve an Agreement with Beautiful Paducah, LLC for the 2022 BBQ on the River Event - **D JORDAN**

Category: Municipal Order

Staff Work By: Daron Jordan

Presentation By: Daron Jordan

Background Information: This Municipal Order approves an agreement with Beautiful Paducah, LLC (BP, LLC) for the BBQ on the River Event. BBQ on the River is an annual festival and community charitable event held in Paducah. The event is now organized and operated by BP, LLC after having acquired all assets and liabilities from the previous organizing entity, BBQ on the River, Inc. It is a tourism event and a charity fundraiser that is linked to the City of Paducah's goal to make Paducah a great place to live and a fun city to enjoy, but it is neither owned nor operated by the City of Paducah.

This event has become a significant fundraising event for numerous other non-profits, charities and worthy causes, who depend upon the festival for their annual fundraising efforts. Numerous interests, stakeholders, sponsors, businesses and citizens have demonstrated their support for Barbeque on, and off, the River by volunteering countless hours of service and donating substantial financial resources.

The success of the event requires extensive coordination with the City of Paducah, as well as other public agencies, and the City of Paducah desires to support BP, LLC through in-kind and financial contributions.

The agreement is for a term beginning May 1, 2022 and ending December 31, 2022. The agreement allocates a one-time contribution of \$25,000 to BP, LLC for the purpose of promotion and advertising for the 2022 BBQ on the River event.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Board of Commissioners Other Contractual

Account Number: 10000102-523070

Staff Recommendation: Approval.

Attachments:

1. MO contract for services – Beautiful Paducah – BBQ on the River 2022
2. BBQ on River Agreement with Beautiful Paducah

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BEAUTIFUL PADUCAH, LLC IN THE AMOUNT OF \$25,000 FOR SPECIFIC PROMOTIONAL SERVICES FOR THE 2022 BBQ ON THE RIVER EVENT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with Beautiful Paducah, LLC in the amount of \$25,000 to be paid as a one-time allocation for the purpose of promotion and advertising for the 2022 BBQ on the River event. This contract shall expire December 31, 2022.

SECTION 2. This expenditure shall be charged to the Board of Commissioners Other Contractual Account No. 10000102-523070.

SECTION 3. This Municipal Order shall be effective from and after the date of its adoption.

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, April 12, 2022

Recorded by Lindsay Parish, City Clerk, April 12, 2022

\\mo\contract for services – Beautiful Paducah – BBQ on the River 2022

AGREEMENT

This contractual Agreement is entered into on this ____ day of _____, 2022, by and between the **CITY OF PADUCAH**, a municipal corporation (hereinafter referred to as “City”) and **BEAUTIFUL PADUCAH, LLC** a Kentucky non-profit, tax-exempt corporation (hereinafter referred to as “BP, LLC”).

RECITALS

WHEREAS, BBQ On the River is an annual festival and community charitable event held in Paducah; and

WHEREAS, BBQ On the River is now owned, organized and operated by BP, LLC after having acquired all assets and liabilities from the previous organizing entity, BBQ on the River, Inc; and

WHEREAS, BBQ On the River is a tourism event and a charity fundraiser that is linked to the City of Paducah’s goal to make Paducah a great place to live and a fun city to enjoy, but it is neither owned nor operated by the City of Paducah; and

WHEREAS, BBQ On the River has become a significant fundraising event for numerous other non-profits, charities and worthy causes, who depend upon the festival for their annual fundraising efforts; and

WHEREAS, numerous interests, stakeholders, sponsors, businesses and citizens have demonstrated their support for BBQ On the River by volunteering countless hours of service and donating substantial financial resources; and

WHEREAS, the success of the event requires extensive coordination with the City of Paducah, as well as other public agencies; and

WHEREAS, the City of Paducah desires to support BBQ On the River and BP, LLC through in-kind and financial contributions as described herein under the terms and conditions set forth in this Agreement;

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

SECTION 1: TERM. The term of this Agreement shall be for the period commencing on May 1, 2022 and ending on December 31, 2022.

SECTION 2: TERMINATION. Either party may terminate this Agreement (and the associated Permit attached as Exhibit A) **(a)** at any time by notice from the city manager or **(b)** upon failure of the other party to comply with any provision herein, provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) days’ notice.

SECTION 3: OBJECTIVE. BP, LLC. shall organize, operate and oversee the annual festival and community charitable event known as BBQ On the River. This shall specifically include overseeing the distribution of charitable funds to the numerous other non-profits, charities and worthy causes, who depend upon the festival for their annual fundraising efforts. BP, LLC. shall also take all necessary steps to apply for a permit for the festival, through the City of Paducah’s public assemblies ordinance permit process, ninety (90) days in advance of the festival date for the purpose of using public resources, personnel or public right-of-way. This Permit shall (1) be incorporated by reference as if set out in full in the Agreement, (2) become an integral part of this Agreement, and (3) attached hereto annually as Exhibit

A. City shall work with and coordinate with BP, LLC. in providing public resources, personnel, and public right-of-way (to be determined and allocated in City's sole discretion) needed for BBQ On the River. (4) The City shall allocate a one-time contribution, within thirty days of a receipt of an invoice from BP, LLC, of Twenty-five Thousand Dollars (\$25,000) to BP, LLC for the sole, and expressed, purpose of promotion and advertising of the 2022 BBQ On the River event.

SECTION 4: ACCOUNTING AND REPORTING. BP, LLC. shall account and report to the City of Paducah as follows:

- A. Prior to November 15 of each year, BP, LLC, Inc. shall make an in-person presentation to the Paducah City Commission to report on the outcome of the 2022 festival, specifically including the distribution of funds to the other non-profits, charities and worthy causes, and to answer any questions from the commission.
- B. BP, LLC shall conduct all accounting, payroll and financial management for BBQ On the River and shall comply with all state and local laws, ordinances and regulations, specifically including those relating to licensing and taxes. This shall include the payment of all established fees for permits and/or utilities to appropriate agencies. This shall also include payment (or ensuring payment is made by any parties contracting with BP, LLC or operating during BBQ On the River) for the provision of additional off duty officers or security for the areas during the festival.
- C. Prior to January 31, 2023 BP, LLC shall send to the City of Paducah Finance Department the following documentation:
 - a. A financial statement for the most recently ended calendar year (balance sheet and income statement) signed and dated, that shall include the details of how the funds allocated under this agreement were allocated and in compliance with the purpose stated in Section 3. These statements shall also include the following statement, "The undersigned does hereby certify and attest under oath that the information and statements contained herein, and any attachments thereto, are true and accurate."
 - b. A copy of its most recently filed I.R.S. form 990;
 - c. Confirmation of its current, tax-exempt status granted by the I.R.S;
 - d. A list of all participating organizations, their donation amounts and the recipients within sixty (60) days of the last day of the event.
- D. BP, LLC shall require any participating organization to donate a minimum of 20% of their net profits to their designated charity recipient and shall prohibit any participating organization that fails to report, or to donate this minimum, from taking any part in any future BBQ On the River event.
- E. BP, LLC agrees to provide City with notice of any change in its non-profit or tax-exempt status within then (10) days after any receipt of notification to BP, LLC of a change in their non-profit or tax-exempt status.

SECTION 5: INSURANCE. BP, LLC agrees to obtain liability insurance covering the festival and all of its activities in an amount not less than One Million Dollars (\$1,000,000). The policy shall specifically list the City of Paducah as both a certificate holder and as an additional insured for the purpose of general liability coverage and/or any other coverages obtained by BP, LLC. Any additional parties contracting with BP, LLC for supplemental events, or operations, during BBQ On the River are likewise required to obtain liability insurance covering its activities in an amount not less than One Million Dollars (\$1,000,000), and also naming the City of Paducah as both a certificate holder and as an additional insured for the purpose of general liability coverage and/or any other coverages as may be

required by the City. Copies of all certificates of liability insurance shall be provided to City ninety (90) days in advance of the festival date.

SECTION 6. INDEMNIFICATION. To the fullest extent permitted by law, BP, LLC shall defend, indemnify and save City harmless from any and all claims for property damage or other damage, injury or death arising out of, or in connection with, BBQ On the River or its related activities.

SECTION 7. WITHDRAWAL OF FUNDS. Notwithstanding any other provision in this Agreement, in the event it is determined that any funds provided to BP, LLC. are used for some purpose other than in furtherance of the objectives and purposes described herein, the City shall have the right to immediately withdraw any and all further funding and in-kind services and shall immediately have the right to terminate this Agreement without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

SECTION 7. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the parties and all prior negotiations and agreements are null and void. This agreement shall completely, and fully, supersede all other prior agreements, both written and oral, between the parties.

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

CITY OF PADUCAH

George Bray, Mayor of the City of Paducah

BEAUTIFUL PADUCAH, LLC

Whitney Ravellette Wallace, Co-Founder & Executive Director

Agenda Action Form

Paducah City Commission

Meeting Date: April 12, 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;

~~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) ~~[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: April 12, 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*, _____
ord\126-76 Sign Regulations Repeal & Replace 2022

Agenda Action Form

Paducah City Commission

Meeting Date: April 12, 2022

Short Title: Approve Contract Modification to Professional Services Contract with BFW Engineering & Testing for the S. 24th Street-S 25th Street Improvement Project in the amount of \$48,241.00 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: Background Information:

Summary: Expansion of scope of professional services to include waterline design, utility company coordination, and construction inspection. BFW Engineering & Testing has proposed the following schedule of additional fees:

	24th St	25th St	
Water Line Design	\$ 4,500	\$ 5,000	
Utility Coordination	\$ 4,100	\$ 4,100	
Construction	<u>\$ 15,081</u>	<u>\$ 15,460</u>	
Inspection			
TOTAL NTE Fee	\$ 23,681	\$ 24,560	\$ 48,241
Increase			

Background: On November 24, 2020 , Ordinance 2020-11-8661 was approved by the Paducah Board of Commissioners authorizing a professional services contract with BFW Engineering & Testing in the amount of \$159,775.00.

On March 11, 2021, the American Rescue Plan Act funding was signed into law. The City of Paducah was notified of \$6,439,016.00 of available funding. On July 13, 2021, Municipal Order 2481 was authorized by the Paducah Board of Commissioners to appropriate \$4M of ARPA funding toward specific stormwater mitigation projects.

On September 28, 2021, Ordinance 2021-09-8704, in the amount of \$106,500.00 for additional scope of design to provide additional professional services. This additional scope includes fees of \$58,500.00 for BFW Engineering and \$48,000.00 additional for Strand & Associates as a subcontractor to BFW Engineering.

BFW Engineering has submitted a Not To Exceed fee proposal modification in the amount of \$48,241.00 for additional professional services.

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

If yes, please list the Commission Priority: Stormwater Mitigation

Communications Plan: Coordinate with affected property owners for right-of-way and easements

Work with Communications Manager for press releases, social media posts, and other

communications

Coordinate with contractor during road closures

Funds Available: Account Name: S 25th Improvement Project

Account Number: ST0040

Staff Recommendation: Authorize and direct the Mayor to accept and execute Contract Modification #2 and any associated documents. Authorization increases BFW's contract by \$48,241.00. The approval of the contract amendment will increase the total contract amount from \$266,275.00 to a Not To Exceed fee of \$314,516.00.

Attachments:

1. ORD - Contract Mod #2- BFW Engineering – 24th Street – S 25th Street Improvement
2. 24th 25th St. Contract Modification #2

ORDINANCE NO. 2022-04 _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 2 WITH BFW ENGINEERING & TESTING, INC. TO INCREASE THE CONTRACT BY \$48,241 FOR THE SOUTH 24TH STREET AND SOUTH 25TH STREET IMPROVEMENT PROJECT

WHEREAS, on November 24, 2020, the City approved Ordinance 2020-11-8661, authorizing a professional services contract with BFW Engineering & Testing, Inc, for \$159,775 for the South 24th Street & South 25th Street Improvement Project; and

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) funding was signed into law which afforded funding in an amount of \$6,439,016 to the City of Paducah; and

WHEREAS, on July 13, 2021, Municipal Order 2481 was authorized by the Paducah Board of Commissioners to appropriate \$4,000,000 of ARPA funding toward specific stormwater mitigation projects; and

WHEREAS, the City Engineering Department requested Strand & Associates to identify projects from the City of Paducah Comprehensive Stormwater Master Plan (CSMP) for which said ARPA funding may be used; and

WHEREAS, the South 24th Street and South 25th Street Improvement Project was identified and presented to the Commission at the July 13, 2021 meeting; and

WHEREAS, on September 28, 2021, the City approved Ordinance No. 2021-09-8704, in the amount of \$106,500 for additional scope of design to provide additional professional services. This additional scope included fees of \$58,500 for BFW Engineering and \$48,000 additional for Strand & Associates as subcontractors to BFW Engineering; and

WHEREAS, BFW Engineering has submitted a Not To Exceed fee proposal in the amount of \$48,241 for additional scope of work to provide additional professional services as follows; and

Work	24 th Street	25 th Street	
Water Line Design	\$4,500	\$5,000	
Utility Coordination	\$4,100	\$4,100	
Construction Inspection	\$15,081	\$15,460	
TOTAL NTE Fee Increase	\$23,681	\$24,560	\$48,241

WHEREAS, Contract Modification No. 2 is required for an increase in the amount of \$48,241, adjusting the total construction project from \$266,275 to a Not To Exceed fee of \$314,516.

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute Contract Modification No. 2 with BFW Engineering & Testing, Inc., for the South 24th and South 25th Street Improvement Project for an increase in the amount not to exceed \$48,241, and a new total contract cost of \$314,516.

SECTION 2. This expenditure shall be charged to the S. 25th Improvement Project Account ST0040.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners April 12, 2022

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\\ord\eng\Contract Mod #2- BFW Engineering – S 24th Street – S 25th Street Improvement



BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.
500 SOUTH 17th STREET | PADUCAH, KY 42003

March 10, 2022

Mr. Rick Murphy, City Engineer
300 S. 5th St.
PO Box 2267
Paducah, KY 42002-2267

RE: REVISED SCOPE OF WORK & ENGINEERING FEE for water line relocation design; coordination with all impacted utility companies; construction inspection for the 24th & 25th Street Improvement Project.

Dear Mr. Murphy:

Bacon Farmer Workman Engineering & Testing, Inc. appreciates the opportunity to present this Revised Scope of Work to provide the engineering services for the referenced above.

The **SCOPE OF WORK** that will be performed by BFW Engineering:

BFW WATER LINE DESIGN: Coordinate with Paducah Water Works to design and draft the plans for the relocation of conflicting water main, services and meters along 25th and 24th Streets. Coordinate with the KY Division of Water to acquire their approval of the plans.

BFW UTILITY COMPANY COORDINATION: BFW will work with Paducah Water, JSA, Atmos, AT&T, Comcast, and Paducah Power to coordinate any necessary relocation of existing utilities that were in conflict with the roadway improvement projects along 25th and 24th Streets.

BFW CONSTRUCTION INSPECTION SERVICES: Provide general overall construction observation. Inspect construction procedures, installation, and materials. Provide estimation of the installed quantities. Verify existing subgrade for acceptance according to the KYTC Specifications prior to installation of aggregate base. Verify asphalt thickness and placement temperatures during installation. Provide daily inspection reports to the owner.

BFW PROPOSED FEE – (The work will be performed at our standard hourly rates).

	<u>24th St.</u>	<u>25th St.</u>
Water Line Design	\$ 4,500	\$ 5,000
Utility Company Coordination	\$ 4,100	\$ 4,100
Construction Inspection Services	\$ 15,081	\$ 15,460
 BFW Total Estimated Fee	 <u>\$ 23,681</u>	 <u>\$ 24,560</u>

We appreciate this opportunity and look forward to working with you and your staff on this project.

Sincerely,

Mike McGregor PE, Project Manager
Bacon Farmer Workman Engineering & Testing, Inc.

If you agree with this Scope of Work and Proposed Fee, please sign on the lines provided below and return to our office.

Authorization to Proceed:

Proposal Date – March 10, 2022

Mr. Rick Murphy, City Engineer

300 S. 5th St.

PO Box 2267

Paducah, KY 42002-2267

Signature

George Bray

Date

Name (Printed)

Mayor

Title

Agenda Action Form

Paducah City Commission

Meeting Date: April 12, 2022

Short Title: Approve of Construction Contract for Buckner Lane Bridge Replacement Project with Jim Smith Contracting, LLC in the amount of \$1,985,514.37 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: Summary: Approving construction contract with Jim Smith Contracting, LLC for the construction of a replacement structure for the Buckner Lane bridge over Crooked Creek and the installation of a new culvert under Oakcrest Drive, as well as, associated asphalt roadway widening and utility relocations. The project limits are between Hansen Road and Pecan Drive.

Background: On April 26, 2018, a major disaster declaration, FEMA-4361-DR-KY, was signed by the President for the 2018 Flooding and Severe Weather Events occurring from February 21, 2018 through March 21, 2018. As a result, the City of Paducah applied for and received Disaster Relief Funding for the restoration of the Buckner Lane Bridge under Event 4361DR-KY. The Federal Emergency Management Agency (FEMA) has estimated \$438,774.00 total bridge rehab cost with 75% Federal Share and 25% Non-Federal Share. FEMA has obligated \$329,081.00 in Federal funds for the Buckner Lane Bridge Replacement Project. The Non-Federal Share of \$109,693.00 is split between State (\$52,652.00) and Local (\$57,041.00) cost shares.

On March 11, 2021, the American Rescue Plan Act funding was signed into law. The City of Paducah was notified of \$6,439,016.00 of available funding. On July 13, 2021, Municipal Order 2481 was authorized by the Paducah Board of Commissioners to appropriate \$4M of ARPA funding toward specific stormwater mitigation projects. On September 28, 2021, Ordinance 2021-09-8703 was approved to increase the scope to include additional stormwater mitigation using ARPA funding.

On March 23, 2022, the Engineering Department opened sealed bids for the Buckner Lane Bridge Replacement Project. BFW Engineering & Testing performed bid evaluation and recommended Jim Smith Contracting, LLC as submitting the lowest responsive bid at \$1,985,514.37. Two (2) bids were received as follows:

(1) Harold Coffey Construction: \$2,194,900.93

(2) Jim Smith Contracting: \$1,985,514.37

Currently, the project has existing funding to be used for engineering administration, construction oversight, and a portion for construction. In order to fully fund the project, the Finance Director is authorized to transfer \$1.7M from the ARPA Project Fund into the Buckner Lane Bridge Replacement Project Account (PF0078).

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

If yes, please list the Commission Priority: Stormwater mitigation

Communications Plan: Coordinate with Communication Manager for press releases and social media posts.

In person communication with affected property owners before, during and after the project.

Funds Available: Account Name: Buckner Lane Bridge Project

Account Number: PF0078

Staff Recommendation: To receive and file the bids and adopt an ordinance authorizing the Mayor to execute a contract with Jim Smith Contracting, LLC in the amount of \$1,985,514.37 for the Buckner Lane Bridge Replacement Project. Additionally, to authorize the Finance Director to transfer \$1.7M from the ARPA Project Fund into the Buckner Lane Bridge Replacement Project Account (PF0078).

Attachments:

1. ORD agree- Jim Smith Contracting Buckner Lane Bridge Project - 2022

ORDINANCE NO. 2022-__ - _____

AN ORDINANCE ACCEPTING THE BID OF JIM SMITH CONTRACTING, LLC, IN THE AMOUNT OF \$1,985,514.37 FOR THE CONSTRUCTION OF A REPLACEMENT STRUCTURE FOR THE BUCKNER LANE BRIDGE OVER CROOKED CREEK, THE INSTALLATION OF A NEW CULVERT UNDER OAKCREST DRIVE, AND ASSOCIATED ASPHALT ROADWAY WIDENING AND UTILITY RELOCATIONS, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME, AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$1.3 MILLION FROM ARPA PROJECT ACCOUNT INTO THE BUCKNER LANE BRIDGE REPLACEMENT PROJECT ACCOUNT

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah accepts the bid of Jim Smith Contracting, LLC in the amount of \$1,985,514.37 for the Buckner Lane Bridge Replacement Project. BFW Engineering & Testing performed bid evaluation and recommended Jim Smith Contracting, LLC as submitting the lowest responsive bid, said bid being in substantial compliance with bid specifications, and advertisement for bids, as contained in the bid of Jim Smith Contracting, LLC, of March 23, 2022.

SECTION 2. That the Mayor is hereby authorized to execute a contract with Jim Smith Contracting, LLC for the Buckner Lane Bridge Replacement Project, authorized in Section 1 above, according to the specifications, bid proposal and all contract documents heretofore approved and incorporated in the bid.

SECTION 3. That the Finance Director is hereby authorized and instructed to transfer \$1.3 Million from the ARPA Project Fund into the Buckner Lane Bridge Replacement Project Account (PF0078). The expenditure, authorized by Section 1 above, shall be charged to the Buckner Lane Bridge Replacement Project Account (PF0078).

SECTION 4. 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, April 12, 2022

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\eng\agree- Jim Smith Contracting Buckner Lane Bridge Project - 2022

Agenda Action Form

Paducah City Commission

Meeting Date: April 12, 2022

Short Title: Approve Contract Modification #1 of Flapgate Construction Contract with Jim Smith Contracting, LLC in the amount of (\$463,400.00) - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Rick Murphy

Presentation By: Rick Murphy

Background Information: Summary: Contract Modification #1 to Flapgate Construction Contract with Jim Smith Contracting, LLC in the amount of (\$463,400.00) due to a change in vendor supplying the materials required for this project, we are able to significantly reduce the total contract cost resulting in a final contract amount of \$1,688,600.00.

Background: On July 27, 2021, Ordinance 2021-07-8696 was approved by the Paducah Board of Commissioners to award a construction contract to Jim Smith Contracting, LLC in the amount of \$2,152,000.00 for the Floodwall Flapgate Replacement Project.

Due to supply chain issues, vendor non-responsiveness, and excessive cost of materials and items to fulfill the Buy American Act, the City issued a waiver of the Buy American Act to Jim Smith Contracting, LLC. The City consulted with the U.S. Army Corps of Engineers to verify authority to issue the waiver.

The Floodwall Flapgate Replacement Project is part of the larger US Army Corps of Engineers' Paducah Local Flood Protection Project (LFPP) System rehabilitation project. This approximately \$36M project involves the rehabilitation of all pump stations, discharge pipes, flapgates and other structures associated with the Paducah Local Flood Protection Project (LFPP) System.

The federal government is a 65% partner with the City contributing 35% to the total project. The Floodwall Flapgate Replacement Project is part of the City's in-kind match and counts toward the City's 35% project portion.

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

If yes, please list the Commission Priority: Stormwater mitigation

Communications Plan: Coordinate with Communication Manager for public announcements and social media posts.

Funds Available: Account Name: Flapgates

Account Number: FW0010

Staff Recommendation: Authorize and direct the Mayor to sign Contract Modification #1 with Jim Smith Contracting, LLC for the construction contract on Floodwall Flapgate Replacement Project in the amount of (\$463,400.00) with a final contract amount of \$1,688,600.00

Attachments:

1. ORD Contract Amend No. 1 – Jim Smith Contracting Flapgate Replacement Project
2. Paducah Flap Gate Revised Price Proposal

ORDINANCE NO. 2022-_____ - _____

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
CONTRACT MODIFICATION NO. 1 WITH JIM SMITH
CONTRACTING, LLC., FOR A DECREASE IN THE AMOUNT OF
\$463,400.00 FOR THE FLOODWALL FLAPGATE PROJECT**

WHEREAS, on July 27, 2021, the City Commission approved Ordinance No. 2021-07-8696 to authorize an agreement with Jim Smith Contracting in the amount of \$2,152,000 for the Paducah Floodwall Flapgate Replacement Project; and

WHEREAS, due to supply chain issues, vendor non-responsiveness, and excessive cost of materials and items to fulfill the Buy American Act, the City issued a waiver of the Buy American Act to Jim Smith Contracting, LLC; and

WHEREAS, the City of Paducah now desires to enter into Contract Modification #1 with Jim Smith Contracting, LLC to decrease the contract in an amount of \$463,400.00 with a final contract amount of \$1,688,600.00.

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

SECTION 1. The Mayor is hereby authorized to execute Contract Modification No.1 with Jim Smith Contracting, LLC to decrease the contract in an amount of \$463,400 with a resulting in a final contract amount of \$1,688,600.00.

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, April 12, 2022

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\eng\Contract Amend No. 1 – Jim Smith Contracting Flapgate Replacement Project

City of Paducah
Flood Protection Flap Gate Replacement

Contractor:
Jim Smith Contracting Co., LLC

Revised Price Proposal

ITEM	DESCRIPTION	Type	BATTER	UNIT	QTY	STATION	PLAN SET	CONTRACT		REVISED QTY	PROPOSED		CONTRACT
			ANGLE				PAGE	UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	CHANGE
1.	Flap Gate - 60"	F25	2.5°	EA	1	200+58A	01C-04	\$55,000.00	\$55,000.00	1	\$43,000.00	\$43,000.00	-\$12,000.00
2.	Sluice Gate - 15"	S25	-	EA	1	187+49A	01C-04	\$55,000.00	\$55,000.00	1	\$44,000.00	\$44,000.00	-\$11,000.00
3.	Flap Gate - 60"	F55	2.5°	EA	6	157+63A	01C-05	\$65,000.00	\$390,000.00	6	\$43,000.00	\$258,000.00	-\$132,000.00
4.	Flap Gate - 24"	F25	5°	EA	1	151+25A	01C-05	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00
5.	Flap Gate - 24"	F25	5°	EA	1	147+25A	01C-05	\$25,000.00	\$25,000.00	1	\$25,000.00	\$25,000.00	\$0.00
6.	Flap Gate - 24"	F25	5°	EA	1	144+00A	01C-05	\$25,000.00	\$25,000.00	1	\$25,000.00	\$25,000.00	\$0.00
7.	Flap Gate - 18"	F25	5°	EA	1	140+45A	01C-05	\$13,000.00	\$13,000.00	1	\$10,000.00	\$10,000.00	-\$3,000.00
8.	Flap Gate - 30"	F25	5°	EA	1	130+00A	01C-06	\$34,000.00	\$34,000.00	1	\$29,000.00	\$29,000.00	-\$5,000.00
9.	Flap Gate - 72"	F55	2.5°	EA	1	111+67A	01C-06	\$99,000.00	\$99,000.00	1	\$74,000.00	\$74,000.00	-\$25,000.00
10.	Flap Gate - 24"	F55	5°	EA	1	84-00A	01C-07	\$28,000.00	\$28,000.00	1	\$22,000.00	\$22,000.00	-\$6,000.00
11.	Sluice Gate - 24" in MH	S55	-	EA	1	175+40B	01C-09	\$61,000.00	\$61,000.00	1	\$48,000.00	\$48,000.00	-\$13,000.00
12.	Sluice Gate - 24" in MH	S25	-	EA	1	161+66B	01C-09	\$60,000.00	\$60,000.00	1	\$47,000.00	\$47,000.00	-\$13,000.00
13.	Sluice Gate - 18" in MH	S25	-	EA	1	149+69B	01C-09	\$54,000.00	\$54,000.00	1	\$44,000.00	\$44,000.00	-\$10,000.00
14.	Sluice Gate - 30" in MH	S25	-	EA	1	145+92B	01C-09	\$63,000.00	\$63,000.00	1	\$48,000.00	\$48,000.00	-\$15,000.00
15.	Sluice Gate - 24" in MH	S55	-	EA	1	145+61B	01C-09	\$55,000.00	\$55,000.00	1	\$41,000.00	\$41,000.00	-\$14,000.00
16.	Flap Gate - 36"	F25	5°	EA	1	128+61B	01C-10	\$35,000.00	\$35,000.00	1	\$29,000.00	\$29,000.00	-\$6,000.00
17.	Flap Gate - 20" in MH	F25	5°	EA	1	123+61B	01C-10	\$24,000.00	\$24,000.00	1	\$21,000.00	\$21,000.00	-\$3,000.00
18.	Flap Gate - 24" in MH	S25	-	EA	1	119+45B	01C-10	\$60,000.00	\$60,000.00	1	\$41,000.00	\$41,000.00	-\$19,000.00
19.	Flap Gate - 24" in MH	F55	5°	EA	1	115+26B	01C-10	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00
20.	Flap Gate - 54" in MH	F55	2.5°	EA	1	108+58B	01C-10	\$65,000.00	\$65,000.00	1	\$65,000.00	\$65,000.00	\$0.00
21.	Sluice Gate - 36" in MH	S25	-	EA	1	90+36B	01C-11	\$65,000.00	\$65,000.00	1	\$50,000.00	\$50,000.00	-\$15,000.00
22.	Flap Gate - 18"	F25	5°	EA	1	80+00B	01C-11	\$19,000.00	\$19,000.00	1	\$16,000.00	\$16,000.00	-\$3,000.00
23.	Flap Gate - 8", Outfall Pipe, and Headwall	F25	5°	EA	1	74+40B	01C-11	\$10,000.00	\$10,000.00	1	\$9,000.00	\$9,000.00	-\$1,000.00
24.	Flap Gate - 30" in MH	F55	5°	EA	1	69+86B	01C-12	\$37,000.00	\$37,000.00	1	\$30,000.00	\$30,000.00	-\$7,000.00
25.	Flap Gate - 24" in MH	F55	5°	EA	1	57+98B	01C-12	\$29,000.00	\$29,000.00	1	\$23,000.00	\$23,000.00	-\$6,000.00

Revised Price Proposal

ITEM	DESCRIPTION	Type	BATTER	UNIT	QTY	STATION	PLAN SET	CONTRACT		REVISED QTY	PROPOSED		CONTRACT
			ANGLE				PAGE	UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	CHANGE
26.	Flap Gate - 12" in MH	F25	5°	EA	1	28+49B	01C-12	\$17,000.00	\$17,000.00	1	\$15,000.00	\$15,000.00	-\$2,000.00
27.	Flap Gate - 66"	F55	2.5°	EA	1	19+11B	01C-13	\$85,000.00	\$85,000.00	1	\$62,000.00	\$62,000.00	-\$23,000.00
28.	Flap Gate - 18"	F55	5°	EA	1	7+54B	01C-13	\$22,000.00	\$22,000.00	1	\$16,000.00	\$16,000.00	-\$6,000.00
29.	Flap Gate - 36"	F55	5°	EA	1	291+75C	01C-14	\$43,000.00	\$43,000.00	1	\$33,000.00	\$33,000.00	-\$10,000.00
30.	Flap Gate - 36"	F55	5°	EA	1	254+06C	01C-15	\$43,000.00	\$43,000.00	1	\$33,000.00	\$33,000.00	-\$10,000.00
31.	Flap Gate - 30"	F25	5°	EA	1	244+65C	01C-15	\$33,000.00	\$33,000.00	1	\$28,000.00	\$28,000.00	-\$5,000.00
32.	Flap Gate - 36"	F25	5°	EA	1	224+17C	01C-16	\$35,000.00	\$35,000.00	1	\$29,000.00	\$29,000.00	-\$6,000.00
33.	Sluice Gate - 8" and MH lid	F25	-	EA	1	220+00C	01C-16	\$45,000.00	\$45,000.00	1	\$37,000.00	\$37,000.00	-\$8,000.00
34.	Flap Gate - 24"	F25	5°	EA	2	217+35C	01C-16	\$22,000.00	\$44,000.00	2	\$18,300.00	\$36,600.00	-\$7,400.00
35.	Flap Gate - 36"	F25	5°	EA	1	206+90C	01C-16	\$21,000.00	\$21,000.00	1	\$15,000.00	\$15,000.00	-\$6,000.00
36.	Flap Gate - 24"	F25	5°	EA	1	200+55C	01C-17	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00
37.	Flap Gate - 24"	F25	5°	EA	1	199+80C	01C-17	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00
38.	Flap Gate - 48"	F25	2.5°	EA	1	176+90C	01C-17	\$50,000.00	\$50,000.00	1	\$39,000.00	\$39,000.00	-\$11,000.00
39.	Flap Gate - 24"	F25	5°	EA	1	176+47C	01C-18	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00
40.	Flap Gate - 24"	F25	5°	EA	1	172+08C	01C-18	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00
41.	Flap Gate - 48"	F25	2.5°	EA	1	128+80C	01C-19	\$50,000.00	\$50,000.00	1	\$50,000.00	\$50,000.00	\$0.00
42.	Flap Gate - 48"	F25	2.5°	EA	2	92+70C	01C-20	\$48,000.00	\$96,000.00	2	\$37,000.00	\$74,000.00	-\$22,000.00
43.	Flap Gate - 36"	F25	5°	EA	1	51+28C	01C-22	\$33,000.00	\$33,000.00	1	\$29,000.00	\$29,000.00	-\$4,000.00
44.	Bonds and Insurance	-	-	LS	1	-	-	\$24,000.00	\$24,000.00	1	\$24,000.00	\$24,000.00	\$0.00
TOTALS								\$2,152,000.00		\$1,688,600.00		-\$463,400.00	

Agenda Action Form

Paducah City Commission

Meeting Date: April 12, 2022

Short Title: Approve Consensual Annexation of 5250 & 5266 US Highway 60 West - **J SOMMER**

Category: Ordinance

Staff Work By: Nicholas Hutchison, Josh Sommer

Presentation By: Josh Sommer

Background Information: The Overland Group has requested consensual annexation into the City of Paducah for the above-referenced addresses. These properties are the Sonic Drive-In, Taco John's and a portion of US 60 ROW. They intend to take advantage of the City of Paducah Real Estate Property Tax reimbursement and the Sanitation Pick-up incentives.

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

If yes, please list the Commission Priority: It aligns with the Community Growth Priority

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval of the consensual annexation

Attachments:

1. ORD Annex - Consensual 5250 and 5266 U.S. Highway 60 West
2. REVISED LEGAL DESCRIPTION
3. REVISED TACO JOHN ANNEXATION
4. Signed Annexation request

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 1.526 acres of land located at 5250 U. S. Highway 60 West, and 5266 U. S. Highway 60 west, 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, The Overland Group, has requested said consensual annexation in writing to the Board of Commissioners, and they intend to take advantage of the City of Paducah Real Estate Property Tax reimbursement and the Sanitation Pick-up incentives; 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 TRACTS A, B AND C
1.526 ACRES TO BE ANNEXED

Lying on the Southerly side of U.S. Highway 60 and being the DGW Investments property recorded in Deed Book 1339, page 174 and the Store Master Funding XIV LLC Property recorded in Deed Book 1357, page 377, McCracken County Court Clerk's office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½” rebar with cap 2900 in the Southerly right-of-way line of U.S. Highway 60 at the Northeasterly corner of the DGW Investments property per Deed Book 1339, page 174 and the Northwesterly corner of the Banterra Bank property per Deed Book 945, page 521 and at a corner to the existing Corporate Limits to the City of Paducah, said point being S 72°55’00” W as measured along the Southerly right-of-way line of said U.S. Highway 60 a distance of 178.40 feet from an existing ½” rebar with cap (illegible) at its intersection with the Westerly right-of-way line of Olivet Church Road; THENCE FROM SAID POINT OF BEGINNING Southeastwardly with the Easterly line of said DGW Investments Property per Deed Book 1339, page 174 and the City of Paducah Corporate Limits for the following 2 calls: S 8°50’39” E 99.63 feet to an existing ½” rebar with cap 2900; and S 16°18’02” E 100.01 feet to an existing concrete monument (broken and disturbed) at the Southwesterly corner of aforesaid Banterra Bank property per Deed Book 945, page 521 and a corner to aforesaid Corporate Limits to the City of Paducah; thence S 20°00’42” W and continuing with the Easterly line of said DGW Investments property per Deed Book 1339, page 174, a distance of 76.38 feet to a ½” rebar with cap 3861 set at the Southeasterly corner thereof; thence N 83°01’09” W with the Southerly line of said DGW Investments property 153.42 feet to an existing ½” rebar with cap 2105 at the Southwesterly corner thereof and the Southeasterly corner of the Store Master Funding XIV LLC property per Deed Book 1357, page 377; thence N 82°57’24” W with the Southerly line of said Store Master Funding XIV LLC property 178.14 feet to an existing ½” rebar with cap 2900 at the Southwesterly corner thereof; thence N 5°21’17” E with the West line of said Store Master Funding XIV LLC property 135.48 feet to an existing ½” rebar with cap 3445 at the Northwest corner thereof and in the Southerly right-of-way line of aforesaid U.S. Highway 60 and aforesaid Corporate Limits to the City of Paducah; thence N 73°14’00” E with the Southerly right-of-way line of said U.S. Highway 60 and said City of Paducah Corporate Limits line 139.10 feet to an existing ½” rebar with cap 2900 at the Northeast corner of said Store Master Funding XIV LLC property and the Northwest corner of aforesaid DGW Investments property per Deed Book 1339, page 174; thence N 73°00’57” E and continuing with said Southerly right-of-way line and said Corporate Limits to City of Paducah 9.25 feet to a ½” rebar with cap 3861 set at an angle point in said Southerly right-of-way line; thence N 73°00’56” E and leaving said Southerly right-of-way line and also continuing with said corporate limits line to the City of Paducah 51.95 feet to a mag nail with washer 3861 set in said Southerly right-of-way line to U.S. Highway 60 that is 112 feet tangent and Southeastwardly therefrom centerline Highway Station 324+80; thence N 73°00’57” E and continuing with the Southerly right-of-way line of said U.S. Highway 60 and said Corporate Limits to City of Paducah 112.36 feet to the Point of beginning and containing 1.526 Acres and shown as Tracts A, B, and C on “Annexation Plat for Store Master Funding XIV LLC, DGW Investments and Commonwealth of Kentucky” dated March 31, 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, April 12, 2022

Adopted by the Board of Commissioners, _____

Recorded by Paducah City Clerk, _____

Published by The Paducah Sun, _____

ORD\Plan\Annex – Consensual 5250 and 5266 U.S. Highway 60 West

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 2022-_____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

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

Lindsay Parish, City Clerk



SITEWORX SURVEY & DESIGN, LLC

124 SOUTH 31ST STREET, PADUCAH, KY 42001
(270) 443-8491 FAX (270) 443-8494

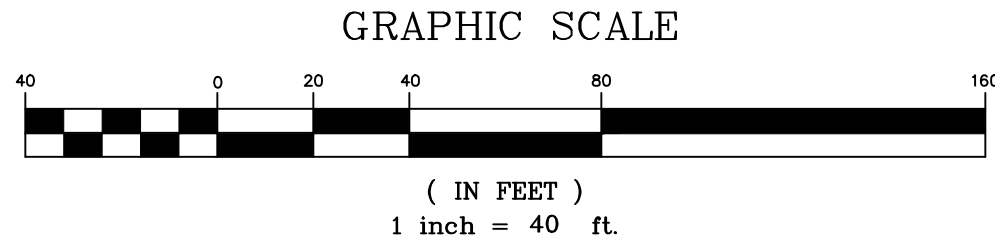
LEGAL DESCRIPTION

OF TRACTS A, B AND C

1.526 ACRES TO BE ANNEXED

Lying on the Southerly side of U.S. Highway 60 and being the DGW Investments property recorded in Deed Book 1339, page 174 and the Store Master Funding XIV LLC Property recorded in Deed Book 1357, page 377, McCracken County Court Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

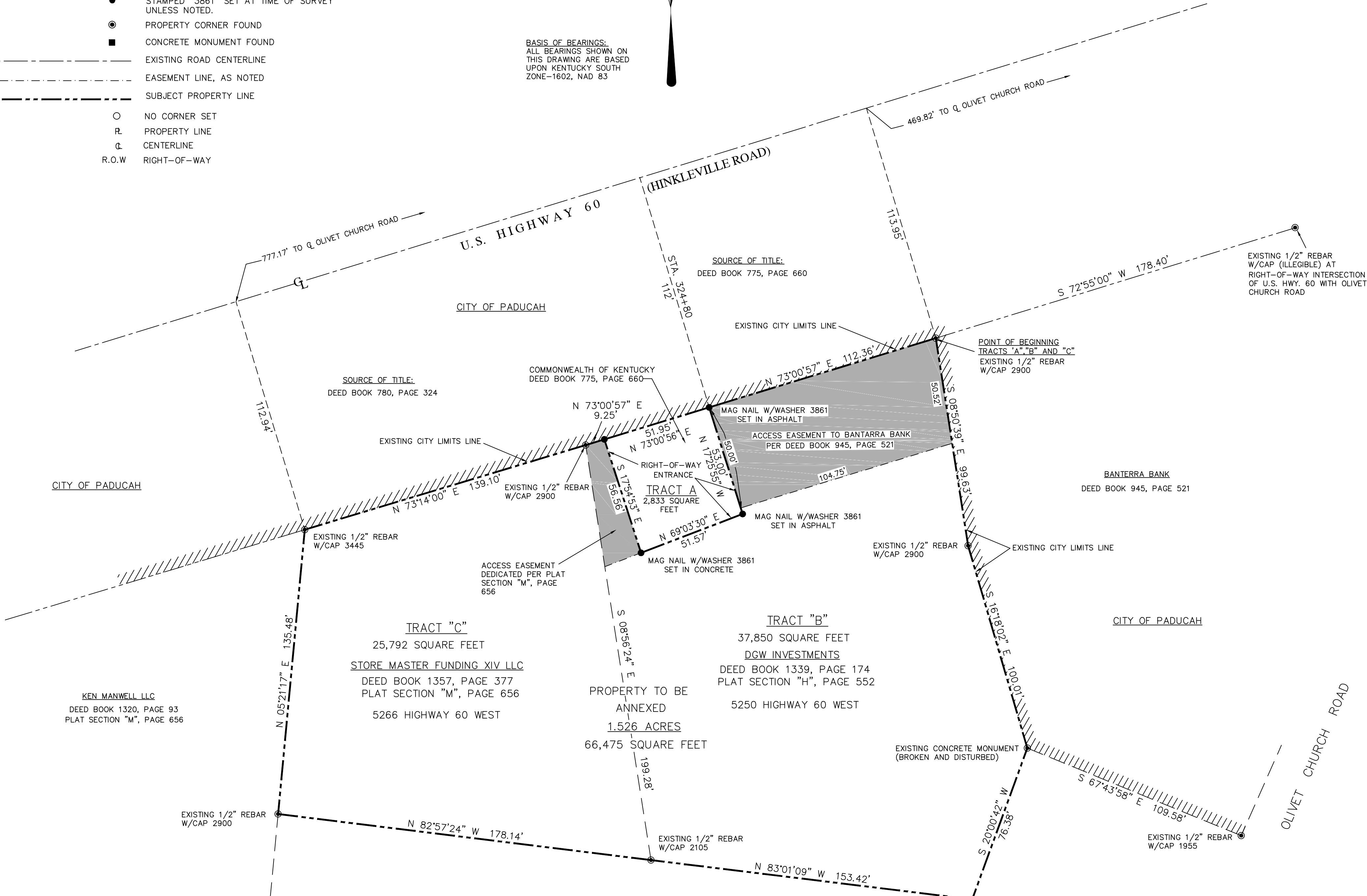
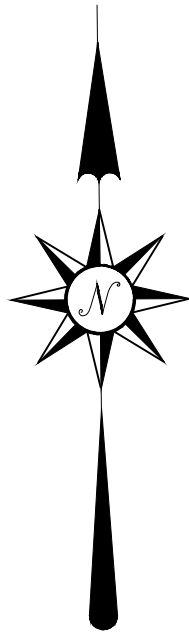
Beginning at an existing ½" rebar with cap 2900 in the Southerly right-of-way line of U.S. Highway 60 at the Northeasterly corner of the DGW Investments property per Deed Book 1339, page 174 and the Northwesterly corner of the Banterra Bank property per Deed Book 945, page 521 and at a corner to the existing Corporate Limits to the City of Paducah, said point being S 72°55'00" W as measured along the Southerly right-of-way line of said U.S. Highway 60 a distance of 178.40 feet from an existing ½" rebar with cap (illegible) at its intersection with the Westerly right-of-way line of Olivet Church Road; THENCE FROM SAID POINT OF BEGINNING Southeastwardly with the Easterly line of said DGW Investments Property per Deed Book 1339, page 174 and the City of Paducah Corporate Limits for the following 2 calls: S 8°50'39" E 99.63 feet to an existing ½" rebar with cap 2900; and S 16°18'02" E 100.01 feet to an existing concrete monument (broken and disturbed) at the Southwesterly corner of aforesaid Banterra Bank property per Deed Book 945, page 521 and a corner to aforesaid Corporate Limits to the City of Paducah; thence S 20°00'42" W and continuing with the Easterly line of said DGW Investments property per Deed Book 1339, page 174, a distance of 76.38 feet to a ½" rebar with cap 3861 set at the Southeasterly corner thereof: thence N 83°01'09" W with the Southerly line of said DGW Investments property 153.42 feet to an existing ½" rebar with cap 2105 at the Southwesterly corner thereof and the Southeasterly corner of the Store Master Funding XIV LLC property per Deed Book 1357, page 377; thence N 82°57'24" W with the Southerly line of said Store Master Funding XIV LLC property 178.14 feet to an existing ½" rebar with cap 2900 at the Southwesterly corner thereof; thence N 5°21'17" E with the West line of said Store Master Funding XIV LLC property 135.48 feet to an existing ½" rebar with cap 3445 at the Northwest corner thereof and in the Southerly right-of-way line of aforesaid U.S. Highway 60 and aforesaid Corporate Limits to the City of Paducah; thence N 73°14'00" E with the Southerly right-of-way line of said U.S. Highway 60 and said City of Paducah Corporate Limits line 139.10 feet to an existing ½" rebar with cap 2900 at the Northeast corner of said Store Master Funding XIV LLC property and the Northwest corner of aforesaid DGW Investments property per Deed Book 1339, page 174; thence N 73°00'57" E and continuing with said Southerly right-of-way line and said Corporate Limits to City of Paducah 9.25 feet to a ½" rebar with cap 3861 set at an angle point in said Southerly right-of-way line; thence N 73°00'56" E and leaving said Southerly right-of-way line and also continuing with said corporate limits line to the City of Paducah 51.95 feet to a mag nail with washer 3861 set in said Southerly right-of-way line to U.S. Highway 60 that is 112 feet tangent and Southeastwardly therefrom centerline Highway Station 324+80; thence N 73°00'57" E and continuing with the Southerly right-of-way line of said U.S. Highway 60 and said Corporate Limits to City of Paducah 112.36 feet to the Point of beginning and containing 1.526 Acres and shown as Tracts A, B, and C on "Annexation Plat for Store Master Funding XIV LLC, DGW Investments and Commonwealth of Kentucky" dated March 31, 2022.



LEGEND

- STEEL ROD, 1/2"x24" WITH PLASTIC CAP STAMPED "3861" SET AT TIME OF SURVEY UNLESS NOTED.
- ⊙ PROPERTY CORNER FOUND
- CONCRETE MONUMENT FOUND
- - - EXISTING ROAD CENTERLINE
- . - . EASEMENT LINE, AS NOTED
- - - - - SUBJECT PROPERTY LINE
- NO CORNER SET
- R. PROPERTY LINE
- CL CENTERLINE
- R.O.W RIGHT-OF-WAY

BASIS OF BEARINGS:
ALL BEARINGS SHOWN ON
THIS DRAWING ARE BASED
UPON KENTUCKY SOUTH
ZONE-1602, NAD 83



SURVEYOR'S CERTIFICATE

CITY OF PADUCAH
300 SOUTH 57TH STREET
P.O. BOX 2267
PADUCAH, KENTUCKY 42002-2267

I HEREBY CERTIFY THAT THE SURVEY DEPICTED BY THIS PLAT WAS DONE BY PERSONS UNDER MY DIRECT SUPERVISION. THE SURVEY AS SHOWN HEREON IS A CLASS "URBAN" SURVEY AND THE ACCURACY AND PRECISION OF SAID SURVEY MEETS ALL SPECIFICATIONS OF THIS CLASS.

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 1:311,742 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.

FEBRUARY 25, 2022
DATE OF SURVEY COMPLETION

STEPHEN CHINO DATE
KENTUCKY PROFESSIONAL LAND SURVEYOR #3861

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 _____, _____

GENERAL NOTES

FLOOD NOTE:

THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FLOOD INSURANCE RATE MAP FOR McCRACKEN COUNTY - PANEL NUMBER 21145C0129F, DATED NOVEMBER 2, 2011.

SOURCE OF TITLE:

McCRACKEN COUNTY KENTUCKY COURT CLERKS OFFICE
DEED BOOK 1357, PAGE 377
DEED BOOK 1339, PAGE 174
DEED BOOK 775, PAGE 660
PLAT SECTION "H", PAGE 552
PLAT SECTION "M", PAGE 656

OWNERS:

STORE MASTER FUNDING XIV LLC
C/O NORTH FORK HOLDINGS LLC
1598 IMPERIAL CENTER
SUITE 2008
WEST PLAINS, MO. 65775

CLIENT:

CITY OF PADUCAH
300 SOUTH 5TH STREET
P.O. BOX 2267
PADUCAH, KENTUCKY 42002-2267

DGW INVESTMENTS
1598 IMPERIAL CENTER
SUITE 2008
WEST PLAINS, MO. 65775

SANITARY SEWER & PUBLIC WATER NOTE:

SUBJECT PROPERTY IS SERVED WITH SANITARY SEWERS BY PADUCAH-McCRACKEN JOINT SEWER AGENCY.

SUBJECT PROPERTY IS SERVED BY PADUCAH WATER.

THERE WERE NO CEMETERIES OR GRAVE SITES FOUND DURING INSPECTION OF THIS PROPERTY DURING THIS SURVEY.

PROPERTY ZONE:

THE PROPERTY SHOWN HEREON IS ZONED COMMERCIAL, BY THE McCRACKEN COUNTY ZONING ORDINANCE.

MINIMUM YARD REQUIREMENTS ARE AS FOLLOWS:

FRONT YARD: 50 FEET
SIDE YARD: 8 FEET
REAR YARD: 25 FEET

MINIMUM AREA REQUIREMENTS
MINIMUM LOT AREA: 7,500 SQUARE FEET

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.

MAYOR'S CERTIFICATE OF DEDICATION APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 81A OF THE KENTUCKY REVISED STATUTES: I, _____ MAYOR, ON BEHALF OF THE CITY OF PADUCAH, HEREBY CERTIFY THAT THE PROPOSED PLAT OF ANNEXATION S SHOWN HEREON HAS BEEN FOUND TO BE BENEFICIAL TO THE PUBLIC INTEREST AND IS ACCEPTED BY THE CITY OF PADUCAH, KENTUCKY IN ACCORDANCE WITH ORDINANCE _____ ADOPTED AT A MEETING HELD ON _____

MAYOR, CITY OF PADUCAH

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

ANNEXATION PLAT

THE PLAT OF SURVEY SHOWN HEREON REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150

PROPERTY OF:

STORE MASTER FUNDING XIV LLC, DGW INVESTMENTS & COMMONWEALTH OF KENTUCKY
LOCATED AT: 5266 AND 5250 HIGHWAY 60 WEST
PADUCAH, McCRACKEN COUNTY, KENTUCKY

PROJECT NO.: 22002
DATE: 3/31/2022
DRAWN BY: DG
CHECKED BY: SCC
REV. DESCRIPTION

SHEET

1

OF 1

siteWORX
SURVEY & DESIGN, LLC

124 South 31st Street - Paducah, KY 42001 - Ph: (270) 443-8491
www.siteworxdesign.com

ALL RIGHTS RESERVED - SURVEYOR SURVEY & DESIGN, LLC. RESERVES ALL RIGHTS TO THE INFORMATION SHOWN HEREON. THESE PLANS MAY NOT BE REPRODUCED OR COPIED WITHOUT THE EXPRESS WRITTEN CONSENT OF SURVEYOR SURVEY & DESIGN, LLC.

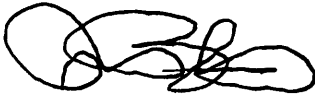
January 19, 2022

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

Re: Annexation request

Dear Josh:

The Overland Group is requesting annexation of 5250 US Highway 60 West (Sonic) and 5266 US Highway 60 West (Taco John's) into the City of Paducah, pursuant to KRS 81A.412. Both parcels total approximately 66,175 square feet and meet the requirement of KRS 81A.410. We request to utilize the sanitation and City of Paducah property tax incentives. It is further requested that both parcels be zoned Highway Business Zone (HBZ) by the Paducah Planning Commission upon annexation.

A handwritten signature in black ink, appearing to be "RB Grisham", written over a horizontal line.

Thank you,

RB Grisham
The Overland Group

Agenda Action Form

Paducah City Commission

Meeting Date: April 12, 2022

Short Title: FY2022 Budget Amendment in the amount of \$3 Million to allocate funding and authorize payment for the Airport Terminal Project from the 2020A GOB Bond Proceeds - **D JORDAN**

Category: Ordinance

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

Presentation By: Daron Jordan

Background Information: The Board of Commissioners approved Ordinance No. 2021-08-8701 which authorized an Interlocal Agreement with McCracken County and the Barkley Regional Airport to make a local share payment in an anticipated amount of \$2.9 million (but not exceeding \$3 million) for the Barkley Regional Airport Terminal Project. This ordinance authorizes a budget amendment to move funding from the 2020A GOB Bond Proceeds into the Capital Improvement Project Fund (Airport Terminal Project) and authorizes the Finance Director to make said payment to the Barkley Regional Airport in accordance with said Interlocal Agreement from the Airport Terminal Project account upon receipt of required documentation from the Barkley Regional Airport.

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

If yes, please list the Commission Priority: 2021 Priority - Airport

Communications Plan:

Funds Available: Account Name: Capital Improvement Projects - Airport Terminal

Account Number: ED0XXX

Staff Recommendation: Approval.

Attachments:

1. ORD budget amend 2021-22 - April 2022 – Barkley Regional Airport Terminal

ORDINANCE NO. 2022-____ - _____

AN ORDINANCE AMENDING ORDINANCE NO. 2021-06-8692, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2021, THROUGH JUNE 30, 2022, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT” AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR THE BARKLEY REGIONAL AIRPORT TERMINAL PROJECT

WHEREAS, the Board of Commissioners approved Ordinance No. 2021-08-8701 which authorized an Interlocal Agreement with McCracken County and the Barkley Regional Airport (hereafter “Interlocal Agreement”) to make a local share payment in an anticipated amount of \$2.9 million and not to exceed \$3 million for the Barkley Regional Airport Terminal Project.; and

WHEREAS, KRS prohibits expenses to exceed the budget in any department and it is therefore necessary to amend the City’s FY2022 budget.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2021, and ending June 30, 2022, as adopted by Ordinance No. 2021-06-8692, be amended by the following re-appropriations:

- Transfer \$3,000,000 from the 2020A GOB Bond Proceeds to the Capital Improvement Project Fund (Airport Terminal Project)

SECTION 2. That the Finance Director is hereby authorized to make payment to the Barkley Regional Airport in accordance with the Interlocal Agreement from the Airport Terminal Project Account.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, April 12, 2022

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\\finance\\budget amend 2021-22 - April 2022 – Barkley Regional Airport Terminal

Agenda Action Form

Paducah City Commission

Meeting Date: April 12, 2022

Short Title: FY2022 Budget Amendment in the amount of \$600,000 from Investment Fund Fund Balance Reserve to be used for City Facilities Improvements (PF0079) - **D JORDAN**

Category: Ordinance

Staff Work By: Daron Jordan, Jonathan Perkins, Michelle Smolen

Presentation By: Daron Jordan

Background Information: With the FY2022 budget, the City Commission appropriated \$200,000 to the '*City Facilities Improvement Project (PF0079)*' set aside for future use for major facility improvements. In order to make such improvements, sufficient funds must be accumulated. Future budgets will likely contain additional annual funding, but may take many years to be of sufficient value to take on major improvement projects. To further enhance the project's available balance, it is recommended that \$600,000 from the Investment Fund be transferred to this project funded with FY2022 Investment Fund reserves. Such a transfer would bring the project's balance to \$800,000.

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

If yes, please list the Commission Priority: CI - Facilities

Communications Plan:

Funds Available: Account Name: Investment Fund to City Improvements Project

Account Number: PF0079

Staff Recommendation: Staff recommends for approval to amend the FY2022 Investment Fund budget by moving \$600,000 from Fund Balance Reserves to the City Improvement project (PF0079).

Attachments:

1. budget amend 2021-22 - April 2022 – City Facilities

ORDINANCE NO. 2022-____ - _____

AN ORDINANCE AMENDING ORDINANCE NO. 2021-06-8692, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2021, THROUGH JUNE 30, 2022, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT”

WHEREAS, FY2022 budget appropriated \$200,000 to the City Facilities Improvement Project Account PF0079 for future use for major facility improvements; and

WHEREAS, in order to make city facility improvements, sufficient funds must be accumulated; and

WHEREAS, to further enhance the project's available balance, the City Commission desires to approve a budget amendment to transfer \$600,000 from the Investment Fund to said project funded with FY2022 Investment Fund reserves, bringing the total project balance to \$800,000; and

WHEREAS, KRS prohibits expenses to exceed the budget in any department and it is therefore necessary to amend the City’s FY2022 budget.

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

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2021, and ending June 30, 2022, as adopted by Ordinance No. 2021-06-8692, be amended by the following re-appropriations:

- Transfer \$600,000 from Fund Balance Reserves to the City Improvement Project (PF0079).

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, April 12, 2022

Adopted by the Board of Commissioners, _____

Recorded Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\\ord\\finance\\budget amend 2021-22 - April 2022 – City Facilities