



**CITY COMMISSION MEETING
AGENDA FOR OCTOBER 11, 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

PROCLAMATION 75th Anniversary of Rosary Chapel Catholic Church - Father Udoh

PROCLAMATION Tree Week October 8-16, 2022 - Dr. Anton Reece, WKCTC President

PROCLAMATION Residents' Rights Month - Krista Curlin, Director of Marketing & Rehabilitation at River Haven Nursing & Rehabilitation

POLICE DEPARTMENT SWEARING-IN CEREMONY Police Officers Bryce Mansfield, Steven Leadly, Tyree Owens, Brooke Adams - District Judge Todd Jones

PRESENTATION Health Insurance Update - DJ Story, Peel & Holland

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 September 27, 2022
	B.	Receive & File Documents
	C.	Personnel Actions
	D.	Approve the Grant In Aid Contract between the City of Paducah and the Luther F. Carson Four Rivers Center in the amount of \$45,000 - H REASONS
	E.	Approve the application for a GameTime playground equipment grant in the amount of \$45,000 - A. CLARK

		F.	Authorize the Acceptance of a Bulletproof Vest Grant in the amount of \$6,804 - B. LAIRD
		G.	Use of spending credits for eligible employees pursuant to the City's group health insurance plan for the 2023 plan year - S. WILCOX
		H.	Wellness Services Agreement with Healthworks Corporate Wellness and Health Services to administer the 2023 Wellness Plan - S. WILCOX
		I.	Approve Strategic Health Risk Advisor & Strategic Benefit Placement Services with Peel & Holland - S. WILCOX
		J.	Administrative Services Agreement with Anthem Blue Cross Blue Shield - PEEL & HOLLAND
		K.	Health, Vision and Dental Benefit Plan Premiums for 2023 - PEEL & HOLLAND
		L.	Stop Loss Insurance with Voya Financial Advisors, Inc.- PEEL & HOLLAND
		M.	Approve the renewal of Group Life Insurance with Mutual of Omaha effective January 1, 2023 - PEEL & HOLLAND
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Approve the City Manager and Parks & Recreation Director as the City of Paducah's appointments to the Project Working Group for the Athletic Complex Project - D. JORDAN
		B.	Authorize the City Manager to issue a Request for Proposals for Telecommunications Franchises - M. SMOLEN
		C.	Authorize the City Manager to issue a Request for Proposals for the Development of 318 Broadway Street - Kresge Site - D. JORDAN & N. HUTCHISON
	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Approve the closing of a 20' wide, 192' long alley west of Cruse Avenue between North 32nd Street and Marianne Drive - R. MURPHY
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Zoning Text Amendments - J. SOMMER

	V.	<u>DISCUSSION</u>	
		A.	Refuse Collection Discussion
		B.	Discussion on Code of Ordinances Section 2-145 - Public Comments at Commission Meetings
	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>	

September 27, 2022

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, September 27, 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, Lindsay Parish, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5).

INVOCATION

Commissioner Guess led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

PRESENTATIONS

Robert Cherry Civic Center Update

Communications Manager Pam Spencer provided the following summary:

The agenda item to discuss the design documents, bid process, and construction timeline for the renovation of the Robert Cherry Civic Center took a different turn following this morning's crash that resulted in damage to the facility located at 2701 Park Avenue. A semi-truck heading north on H.C. Mathis Drive ran the red light adjacent to the building, crashed into a truck, and then into another car before hitting the east side of the building. City Manager Daron Jordan said the renovation project is paused until the total damage to the structure can be determined.

MAYOR'S REMARKS

The City of Paducah has been awarded the Kentucky League of Cities "City Government of the Year" award for Commission Priority related to Southside Enhancements, the Southside Rise and Shine project, and the Southside Steering Committee implementation.

CONSENT AGENDA

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

I(A)	Approve Minutes for September 7 & 13, 2022
I(B)	Receive and File Documents
I(C)	Personnel Actions
I(D)	A MUNICIPAL ORDER APPROVING AND AUTHORIZING THE BOARD OF COMMISSIONERS OF THE PADUCAH WATER WORKS TO ACCEPT THE CLEANER WATER PROGRAM GRANT AWARD AND THE GRANT ASSISTANCE AGREEMENT WITH THE KENTUCKY INFRASTRUCTURE AUTHORITY (MO#2641, BK 12)
I(E)	A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH THE HENDRON FIRE DEPARTMENT, TO PROVIDE FLEET MAINTENANCE SERVICES AT

September 27, 2022

	HOURLY RATES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME (MO#2642, BK 12)
I(F)	A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE, MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE AGREEMENT WITH THE WEST McCRACKEN FIRE DISTRICT, TO PROVIDE FLEET MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME (MO#2643, BK 12)
I(G)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR A MATCHING GRANT IN THE AMOUNT OF \$3,000 FROM THE KENTUCKY LEAGUE OF CITIES LIABILITY GRANT PROGRAM TOWARD THE COST OF THE VECTOR SOLUTIONS LMS TRAINING SITE, WHICH WILL BE USED IN PART FOR DEFENSIVE DRIVER TRAINING, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO#2644, BK 12)
I(H)	A MUNICIPAL ORDER ACCEPTING THE BID OF C.I.R.CO. IN AN AMOUNT OF \$53,890 FOR RENOVATIONS TO THE HOTEL METROPOLITAN PURPLE ROOM AND AUTHORIZING THE MAYOR TO EXECUTE ALL AGREEMENTS AND DOCUMENTS RELATED TO SAME (MO#2645, BK 12)

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

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

MUNICIPAL ORDERS

AUTHORIZE ACCEPTANCE OF A FEMA PORT SECURITY GRANT IN THE AMOUNT OF \$34,577

Commissioner Guess offered Motion, seconded by Commissioner Gault, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO RECEIVE GRANT FUNDS THROUGH THE U. S. DEPARTMENT OF HOMELAND SECURITY FOR A FY2022 PORT SECURITY GRANT IN THE AMOUNT OF \$34,577 FOR THE PADUCAH POLICE DEPARTMENT TO UPDATE AND REPLACE RIVERFRONT CAMERAS.”

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). **(MO#2646, BK 12)**

ORDINANCE ADOPTION

SETTING TAX LEVIES: AD VALOREM PROPERTIES – FY 2023

Commissioner Henderson offered motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES

September 27, 2022

FOR THE PERIOD FROM JULY 1, 2022 THROUGH JUNE 30, 2023, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED.”

PURPOSE	RATE PER \$100
GENERAL FUND OF THE CITY:	
Real Property	\$0.265
Personal Property (except inventory)	\$0.390
Motor Vehicles and watercraft	\$0.390
SCHOOL PURPOSES:	
PADUCAH JUNIOR COLLEGE	
Real Estate	\$0.015
Personal Property (except inventory)	\$0.015
Motor Vehicles and watercraft	\$0.031

The City of Paducah shall collect the following taxes for the Board of Education:

PADUCAH INDEPENDENT SCHOOL DISTRICT	
Real Property	\$0.846
Personal Property (including inventory)	\$0.864

Property taxes levied herein shall be due and payable in the following manner:

- (1) In the case of tax bills which reflect an amount due of less than One Thousand Five Hundred Dollars (\$1,500.00), the payment shall be due on November 1, 2022, and shall be payable without penalty and interest until November 30, 2022.
- (2) In the case of all other tax bills, payment shall be in accordance with the following provisions:
 - (a) The first half payment shall be due on November 1, 2022, and shall be payable without penalty and interest until November 30, 2022.
 - (b) The second half payment shall be due on February 1, 2023, and shall be payable without penalty and interest until February 28, 2023.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5). (ORD 2022-09-8749, BK 36)

ORDINANCE INTRODUCTION

APPROVE CLOSING OF A 20' WIDE, 192' LONG ALLEY WEST OF CRUSE AVENUE BETWEEN NORTH 32ND STREET AND MARIANNE DRIVE

Commissioner Wilson offered Motion, seconded by Commissioner Henderson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE PROVIDING FOR THE CLOSING OF A 20' WIDE, 192' LONG ALLEY WEST OF CRUSE AVENUE BETWEEN NORTH 32ND STREET AND MARIANNE DRIVE; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME.” This Ordinance is summarized as follows: That the City of

September 27, 2022

Paducah does hereby authorize the closing of a 20' wide, 192' long alley west of Cruse Avenue between North 32nd Street and Marianne Drive; and authorizes, empowers and directs the Mayor to execute a quitclaim deed from the City of Paducah to the property owner in or abutting the public way to be closed.

COMMENTS

City Manager:

- Structural issues have been discovered at the Art Park in Market House Square. An engineering firm has been contacted to determine the cause and extent of the damage and that area has been cordoned off to prevent injuries.
- Congratulations to Jonathan Perkins and the Finance Team on receiving its 31st consecutive GFOA Award.
- Thanked the City Team who worked to help make BBQ on the River a success. Beautiful Paducah did a great job as the first-time sponsor of that event.

ADJOURN

Commissioner Henderson offered motion, seconded by Commissioner Gault, that the meeting be adjourned.

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

TIME ADJOURNED: 5:29 p.m.

ADOPTED: October 11, 2022.

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

October 11, 2022

RECEIVE AND FILE DOCUMENTS:

Contract File:

1. Interlocal Cooperation Agreement For the Development and Operation of the Paducah-McCracken County Athletic Complex – ORD 2022-09-8747
2. U.S. Department of Transportation – Grant Agreement BUILD Grant – MO #2632
3. City of Paducah Fleet Maintenance – Hendron Fire Department – MO #2642
4. City of Paducah Fleet Maintenance – West McCracken Fire District – MO #2643

Bids File:

1. C.I.R.Co. - Hotel Metropolitan Purple Room Project MO #2645

CITY OF PADUCAH
October 11, 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

10/5/2022

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
October 11, 2022**

<u>NEW HIRES - FULL-TIME (F/T)</u>					
<u>POLICE</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Prusaczyk, Andrew D.	Recruit Officer / Patrolman	\$24.87/hr	NCS	Non-Ex	December 29, 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>
Hooks, Kristina M.	Park Ranger	\$14.00/hr	NCS	Non-Ex	October 8, 2022
Watson, Alison	Recreation Leader - Class Instructor	\$17.00/hr	NCS	Non-Ex	September 12, 2022
<u>PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (FULL-TIME)</u>					
<u>E911</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>
Fauver, Coby	Telecommunicator \$18.01/hr	Telecommunicator \$18.46/hr	NCS	Non-Ex	October 6, 2022
<u>PARKS & RECREATION</u>	<u>AND BASE RATE OF PAY</u>	<u>AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
Hardie, Nathan	Recreation Specialist \$20.18/hr	Recreation Specialist \$20.58/hr	NCS	Ex	October 6, 2022
Herndon, Emelyn M.	Senior Recreation Specialist \$21.61/hr	Senior Recreation Specialist \$22.15/hr	NCS	Ex	October 6, 2022
Weems, James	Recreation Specialist \$20.72/hr	Recreation Specialist \$21.13/hr	NCS	Ex	October 6, 2022
<u>TERMINATIONS - PART-TIME (P/T)</u>					
<u>PARKS & RECREATION</u>	<u>POSITION</u>	<u>REASON</u>			<u>EFFECTIVE DATE</u>
Baskin, Arthur L.	Park Ranger	Termination			September 27, 2022
<u>TERMINATIONS - FULL-TIME (F/T)</u>					
<u>POLICE</u>	<u>POSITION</u>	<u>REASON</u>			<u>EFFECTIVE DATE</u>
Wentworth, JonMichael	Patrolman	Resignation			October 10, 2022
<u>PUBLIC WORKS</u>	<u>POSITION</u>	<u>REASON</u>			<u>EFFECTIVE DATE</u>
Branham, Ronnie D.	Truck Driver	Resignation			September 28, 2022

Agenda Action Form

Paducah City Commission

Meeting Date: October 11, 2022

Short Title: Approve the Grant In Aid Contract between the City of Paducah and the Luther F. Carson Four Rivers Center in the amount of \$45,000 - **H REASONS**

Category: Municipal Order

Staff Work By: Hope Reasons

Presentation By: Hope Reasons

Background Information: The Luther F. Carson Four Rivers Center submitted a 2022-23 Grant In Aid application and was awarded \$45,000 by the Grant In Aid Review Committee. The Carson Center will use this funding to provide high-quality performances and events with greater access to low ticket prices in our Class Acts Education Series, Art for All Series, First Stages performances and activities on the Carson Center lawn and elsewhere in the facility.

In FY 2022, their Access Arts scholarship program provided low income, diverse, and underserved populations with free tickets to performances. They provided 655 free tickets to patrons through this program for which city funding was utilized along with private donations. Their activities also provided approximately \$5.9 Million in economic impact for Paducah and the region; and supported an estimated 109 Full-Time Equivalent jobs.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: FRC

Account Number: 24000401-580610

Staff Recommendation: Authorize the Mayor to sign the contract between the City of Paducah and the Luther F. Carson Four Rivers Center in the amount of \$45,000.

Attachments:

1. MO contract for services – Carson Center FY2023
2. Contract - Carson Center FY2023

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH THE LUTHER F. CARSON FOUR RIVERS CENTER, INC. IN THE
AMOUNT OF \$45,000 FOR SPECIFIC SERVICES

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a contract with the Luther F. Carson Four Rivers Center Inc. in the amount of \$45,000, to be paid by November 1, 2022. This contract shall expire June 30, 2023. This funding will assist in providing high-quality performances and events with greater access to low ticket prices in our Class Acts Education Series, Art for All Series, First Stages performances and activities on the Carson Center lawn and elsewhere at in facility.

SECTION 2. This expenditure shall be charged to the Investment Fund, Account No. 24000401-580610.

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

GEORGE BRAY, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 11, 2022

Recorded by Lindsay Parish, City Clerk, October 11, 2022

\\mo\contract for services – Carson Center FY2023

CONTRACT FOR SERVICES

This Contract for Services, effective this 27th day of September, 2022, by and between the **CITY OF PADUCAH** ("City") and **LUTHER F. CARSON FOUR RIVERS CENTER, INC.**

WITNESSETH:

WHEREAS, Luther F. Carson Four Rivers Center, Inc. will bring quality entertainment and cultural enrichment to Paducah and McCracken County; and

WHEREAS, promoting cultural enrichment quality entertainment and providing community-enhancing activities, in the Paducah area serves a valid public purpose; and

WHEREAS, the City of Paducah desires to contract with Luther F. Carson Four Rivers Center, Inc. for the services to be described herein under the terms and conditions set forth in this Contract for Services.

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 contract for services shall be from the effective date of the contract until June 30, 2023.

SECTION 2: TERMINATION Either party may terminate this Contract for Services upon failure of any party to comply with any provision of this agreement provided any such party notifies the other in writing of such failure and the breaching party fails to correct the breach within thirty (30) calendar days of the notice.

SECTION 3: OPERATIONS PAYMENT In consideration of providing a youth performance schedule and to carry out the objectives of Luther F. Carson Four Rivers Center, Inc., upon receipt of an invoice, the City shall pay Luther F. Carson Four Rivers Center, Inc. the sum of Forty-Five Thousand and no/100 (\$45,000) Dollars, due and payable by November 1, 2022.

SECTION 4: CHECK PRESENTATION – The City of Paducah and the Luther F. Carson Four Rivers Center, Inc., will coordinate a check presentation celebrating this monetary assistance at a mutually convenient time and place.

SECTION 5: OBJECTIVES AND SERVICES - This funding will assist in providing high-quality performances and events with greater access to low ticket prices in our Class Acts Education Series, Art for All Series, First Stages performances and activities on the Carson Center lawn and elsewhere at in facility. By June 30, 2023, the Carson Center will:

- Increase new participation of Paducah residents by 10% over Fiscal Year 2022.
- Increase Diversity among audiences and artists over FY22 by 50%.

- Increase engagement and participation with Paducah Public Schools by an increase of 20% in FY23.

SECTION 6: ACCOUNTING

- (A) Luther F. Carson Four Rivers Center, Inc. shall conduct all accounting, payroll, and financial management.
- (B) Luther F. Carson Four Rivers Center, Inc. shall supply an annual financial audit to the City within two (2) weeks of receiving same.
- (C) Prior to June 30, 2023, Luther F. Carson Four Rivers Center, Inc., shall furnish to the City a financial report that details the expenditure of the funds for the purposes specified in Section 5.

SECTION 7: ENTIRE AGREEMENT This contract for services embodies the entire agreement between the parties and all prior negotiations and agreements are merged in this agreement. This agreement shall completely and fully supersede all other prior agreements, both written and oral, between the parties.

SECTION 8: WITHDRAWAL OF FUNDS Notwithstanding any other provision in this Contract for Services, in the event it is determined that any funds provided to Luther F. Carson Four Rivers Center, Inc. are used for some purpose other than in furtherance of the services described herein, the City shall have the right to immediately withdraw any and all further funding and shall immediately have the right to terminate this Contract for Services without advance notice and shall have the right to all remedies provided in the law to seek reimbursement for all monies not properly accounted.

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

CITY OF PADUCAH

GEORGE BRAY, Mayor

LUTHER F. CARSON FOUR RIVERS CENTER, INC.

Name  09.27.22
Title EXECUTIVE DIRECTOR

Agenda Action Form

Paducah City Commission

Meeting Date: October 11, 2022

Short Title: Approve the application for a GameTime playground equipment grant in the amount of \$45,000 -
A. CLARK

Category: Municipal Order

Staff Work By: Amie Clark, Hope Reasons

Presentation By: Amie Clark

Background Information: GameTime is accepting proposals for up to 100% matching funds on their playground systems. Any parks department, school, nonprofit, or other youth organization is eligible for playground equipment funding from GameTime. The Parks and Recreation Department is requesting \$45,000 in grant funds for new playground equipment at Coleman Park. The Department will match the grant with an additional \$45,000 for a playground purchase cost of \$90,000.

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

If yes, please list the Commission Priority: Southside Neighborhoods

Communications Plan:

Funds Available: Account Name: ARPA Funding

Account Number: MR0093

Staff Recommendation: Approve the application for the GameTime playground grant and authorize the Mayor to sign all documents related to the application.

Attachments:

1. MO app GameTime Grant – Coleman Park Playground 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR A MATCHING GRANT IN THE AMOUNT OF \$45,000 FROM GAMETIME FOR THE PURCHASE OF PLAYGROUND EQUIPMENT AT COLEMAN PARK

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute all documents necessary to apply for a matching grant in the amount of \$45,000 from GameTime for the purchase of playground equipment at Coleman Park. Matching funds will be provided by ARPA funding through Account number MR0093.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 11, 2022
Recorded by Lindsay Parish, City Clerk, October 11, 2022
\\mo\grants\app GameTime Grant- Coleman Park Playground 2022

Agenda Action Form

Paducah City Commission

Meeting Date: October 11, 2022

Short Title: Authorize the Acceptance of a Bulletproof Vest Grant in the amount of \$6,804 - **B. LAIRD**

Category: Municipal Order

Staff Work By: Joseph Hayes, Hope Reasons

Presentation By: Brian Laird

Background Information: The U.S. Department of Justice (DOJ) Bulletproof Vest Partnership (BVP) Grant Program, an online application, provides a maximum 50-percent reimbursement for the purchase of body armor for police.

The National Institute of Justice, the research, development and evaluation agency of the United States Department of Justice, sets the only nationally accepted standards for body armor worn by law enforcement officers. NIJ recognizes an industry standard of a five-year life span on body armor. The Department of Justice BVP also recognizes a five-year life span on body armor. In light of these industry standards and endorsements by the preeminent law enforcement agencies, the Paducah Police Department follows a five-year replacement plan for body armor worn by law enforcement officers.

MO2569 gave the approval to apply for this grant. The award is \$6,804 and will be matched by the Police Department with \$6,804.

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: 1000162-535130

Staff Recommendation: Authorize the acceptance of the Bulletproof Vest grant and the Mayor to sign all documentation to execute the award.

Attachments:

1. MO Accept - bulletproof vest 2022

MUNICIPAL ORDER NO. _____

**A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE
ALL DOCUMENTS NECESSARY TO ACCEPT A 2022 BULLETPROOF
VEST GRANT THROUGH THE U. S. DEPARTMENT OF JUSTICE IN
THE AMOUNT OF \$6,804 FOR BODY ARMOR FOR THE PADUCAH
POLICE DEPARTMENT**

WHEREAS, on May 10, 2022, the Board of Commissioners approved Municipal Order No. 2569, which authorized the submission of a 2022 Bulletproof Vest Partnership Grant in the amount of \$6,804; and

WHEREAS, the City has been notified of a total award of \$6,804 and now wishes to accept all awarded grant funds.

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

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount of \$6,804 through the U. S. Department of Justice for a 2022 Bulletproof Vest Grant for the Paducah Police Department to purchase body armor.

SECTION 2. That the Mayor is hereby authorized to execute the grant agreement and all documents related to same, as authorized in Section 1, above.

SECTION 3. A local match of 50% is required. The local match of \$6,804 will be met by Paducah Police Department budget account number 1000162-535130.

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, October 11, 2022
Recorded by Lindsay Parish, City Clerk, October 11, 2022
\\mo\grants\accept – bulletproof vest 2022

Agenda Action Form

Paducah City Commission

Meeting Date: October 11, 2022

Short Title: Use of spending credits for eligible employees pursuant to the City's group health insurance plan for the 2023 plan year - **S. WILCOX**

Category: Municipal Order

Staff Work By: Stefanie Wilcox

Presentation By: Stefanie Wilcox

Background Information: The City makes financial contributions to subsidize the cost of the premium charges in the approved health and wellness plan. Allocation of spending credits towards the purchase of certain benefits such as health, dental or vision pursuant to the City's group health insurance plan shall be \$8,724 per employee. For those employees who opt out of the City's group health insurance, who were hired prior to January 1, 2014, and can show proof of coverage under another sponsored group health insurance plan are recommended to receive an employer contribution of \$2,850. New participants to the waiver credit, with a hire date after January 1, 2014 are subject to a \$500 maximum employer contribution. In addition, any employee should be able to increase their allotment, at the minimum, by participating in the wellness program. This can be achieved through biometric readings (\$1,000), not using nicotine (\$250), getting a physical and turning in lab work (\$250) and participating in six free events (\$750) such as walking a 5k.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the use of spending credits for eligible employees pursuant to the City's group health insurance plan for the 2023 plan year.

Attachments:

1. MO - ins policy spending credits 2023
2. City of Paducah Wellness Program 2023

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ESTABLISHING POLICY FOR USE OF SPENDING CREDITS TOWARD THE PURCHASE OF CERTAIN BENEFITS SUCH AS HEALTH, DENTAL OR VISION PURSUANT TO THE CITY'S GROUP HEALTH INSURANCE PLAN FOR THE 2023 PLAN YEAR

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

Section 1. To be eligible for the benefits provided in Section 2, employees must timely enroll in that portion of the City's group health insurance plan referred to as medical and prescription drug coverage. The City shares the cost of medical, prescription drug, dental and vision coverage with the City employees by contributing \$8,724 per employee ("base credit") to be used under the Plan and other applicable credits which may be earned pursuant to the applicable City policy. In addition, any employee should be able to increase their allotment, at the minimum, by participating in the wellness program. This can be achieved through biometric readings (\$1,000), not using nicotine (\$250), getting a physical and turning in lab work (\$250) and participating in six free events (\$750) such as walking a 5k.

Section 2. All eligible employees who timely apply for coverage under the City's group health insurance plan (medical and prescription drug coverage) shall be permitted to redirect any unspent employer contribution toward the applicable pre-tax vehicle (HSA, FSA, HRA) subject to all applicable federal and state laws and regulations and as may be amended from time to time by order of the Board of Commissioners. Any changes requested by the employee due to change in family status shall be considered on a pro-rata basis from the effective date of timely enrollment pursuant to the plan documents of any affected benefit plan.

Section 3.

A. Employees who opt out of the City's group health insurance, who were hired prior to January 1, 2014, and can show proof of coverage under another sponsored group health insurance plan shall receive an employer contribution of \$2,850. New participants to the waiver credit, with a hire date after January 1, 2014 are subject to a \$500 maximum employer contribution which can be applied to an HRA, deposited on an as accrued basis, as established by

the City and which can be amended from time to time by order of the Board of Commissioners. In the event the City in its sole discretion does not accept the creditability of the spouse's employer-sponsored group health insurance plan, other group sponsored health insurance plan, or non-group sponsored health insurance plan, and the employee chooses to remain covered under such group health insurance plan, then such employee shall be governed under the procedures established in Section 4.

B. All eligible employees who opt out of the City's group health insurance plan to enroll in a health insurance plan that is not under a spouse's employer-sponsored group health insurance or other group sponsored health insurance plan shall not be permitted to participate in an employer contribution of any unspent health insurance credits.

Section 4. All eligible employees who opt out of the City's group health insurance plan (medical and prescription drug coverage) for any reason other than those stated in Section 3 above, shall not be entitled to an employer contribution of unspent credits.

Section 5. All eligible employees and their spouse may receive the maximum wellness credit that can be earned and that is \$2,250 for an employee and \$1,000 for a spouse.

Section 6. For all employees who subsequently become eligible for coverage under the City's group health insurance plan because of initial employment or a qualifying event (i.e., change in family status), and is timely enrolled under the Plan or opts out of the Plan, shall be governed under the same procedures described in Sections 1-4 above, except any benefits shall be applied on a pro-rata basis.

Section 7. Except as provided under the applicable plan document covering any benefit plan, or HIPAA's special enrollment rights or the United States Internal Revenue Code, or any other applicable federal or state law or regulation, or any participant in the City's group health plan as described in Section 2 or any employee who has opted out of the plan as described in Sections 3 or 4 above, shall be precluded from making any changes to pre-tax elections (HSA, FSA, HRA) once the plan year starts except as otherwise permitted by this Municipal Order.

Section 8. 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, October 11, 2022

Recorded by Lindsay Parish, City Clerk, October 11, 2022

\mo\ins policy spending credits 2023



CITY OF PADUCAH WELLNESS PROGRAM

October 1, 2022 - September 30, 2023

WELLNESS IS MORE THAN NUTRITION & EXERCISE

The foundation of this wellness program is based upon education, preventative care, physical biometrics, a health risk assessment, and healthy habit development through wellness challenges.

This is YOUR program. Engage in activities that are meaningful to you so you can achieve wellness with purpose.



HOW IT WORKS

This program consists of a combination of an **annual physical** with a **biometric screening**, a **health risk assessment**, and several different types of **approved activities** to complete. If eligible, you may also participate in the **Healthworks Program** if you are a plan member with a diagnosis of hypertension, diabetes, and/or hyperlipidemia.

EARN REWARDS!

You'll be rewarded for your hard work towards a healthier lifestyle. Track your progress and earn dollars for completing activities.

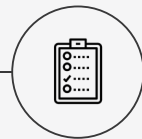
REQUIRED ELEMENTS



ANNUAL
PHYSICAL



BIOMETRIC
SCREENING



HEALTH RISK
ASSESSMENT

INCENTIVE

- Rewarded in 2024 and will be applied toward your premium or spending / reimbursement account
- Ranges from **\$250 - \$3,250** depending on your participation level
- **In order to receive ANY incentive, you must complete the required elements of the program.**

If it is unreasonably difficult due to a medical condition for you to achieve the standards for the reward under this program, contact HR and they will work with you to develop another way for you to qualify for the reward.



CITY OF PADUCAH WELLNESS PROGRAM

October 1, 2022 - September 30, 2023

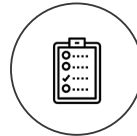
REQUIRED ELEMENTS

COMPLETE BETWEEN 10/1/2022 - 9/30/2023 | EMPLOYEES & SPOUSES ARE ELIGIBLE



ANNUAL PHYSICAL

Your **annual physical is covered 100% under your health plan.** Annual physicals are important opportunities for healthcare professionals to observe trends and changes that occur with your physical health over time.



HEALTH RISK ASSESSMENT

An HRA is a brief survey containing questions about a broad variety of health habits and risks. The survey is administered online. Your individual responses are never shared with your employer and all data is reported as an aggregate report. Information at the group-level is used solely to develop future programming and benefits.



BIOMETRIC SCREENING

Good health is built upon a foundation of knowledge. One of the most important things you can do for your health is to “know your numbers.” You will earn incentives for maintaining your levels within the stated ranges, or by improving your previous levels by 5%.

Your individual lab results will never be shared with your employer or anyone representing your employer.

INCENTIVES	EMPLOYEE	SPOUSE
Completion of Annual Physical + Biometric Screening	\$250	\$200
BMI ≤ 25 or Total Percent Body Fat: Men ≤ 17% Women ≤ 24%	\$200	\$100
Blood Pressure ≤ 120/80	\$200	\$100
Blood Sugar ≤ 106	\$200	\$100
Total Cholesterol ≤ 200	\$200	\$100
HDL: Men ≥ 35 Women ≥ 45	\$200	\$100
LDL ≤ 100	\$200	\$100
Triglycerides ≤ 200	\$200	\$100
TOTAL POSSIBLE BIOMETRIC DOLLARS	\$1,250*	\$700*

***NOTE:**

- These biometric standards are based off advice and recommendations provided to your wellness provider. These are a guidelines. Please consult your doctor to determine the best standards for your health.
- Just for completing the screening and physical you earn \$250 (\$200 for spouses). You can earn \$200 per biometric (\$100 for spouses) within range, or if you improve by 5%, up to 5 biometric markers.



CITY OF PADUCAH WELLNESS PROGRAM

October 1, 2022 - September 30, 2023



TOBACCO / NICOTINE STATUS

COMPLETE BETWEEN 10/1/2022 - 9/30/2023 | EMPLOYEES ONLY

If you are a **TOBACCO/NICOTINE USER**, please complete the Tobacco/ Nicotine User.

If you are **TOBACCO/NICOTINE FREE**, please complete the Tobacco/ Nicotine Free challenge. To be considered tobacco/nicotine free, you must meet the tobacco/nicotine free guidelines:

- You must be tobacco/nicotine free for 6 months prior to becoming insured or open enrollment.
- City of Paducah reserves the right to randomly test, based on evidence of tobacco/nicotine use, or on challenge by another member.
- If a person is found to have obtained the credit and uses tobacco/nicotine, then they forfeit the credit and will be charged back.
- Tobacco/Nicotine products include cigarette, cigars, chewing tobacco, nicotine patch, nicotine gum, nicotine lozenges and electronic cigarettes.

TOBACCO/NICOTINE USER = EARN \$0

TOBACCO/NICOTINE FREE = EARN \$250



HEALTHWORKS PROGRAM

INVITED PLAN MEMBERS ONLY

Plan members with a diagnosis of hypertension, diabetes, and/or hyperlipidemia are invited to participate in the Healthworks program. As part of this program, you will meet with a licensed clinician to determine your care plan and schedule visits accordingly. You must be enrolled and compliant in your care plan in order to receive the incentives listed below. Completion of this program has the opportunity to replace as many as 4 approved activities for a max of \$500 (employee) or \$200 (spouse). You then have the opportunity to complete 2 additional approved activities, outside of the Healthworks program, (each worth \$125 for employees and \$50 for spouses) to earn the full incentive for a total of 6 approved activities.

Maximum credit for the Healthworks program may be limited by the program enrollment date as well as completion of the protocol as directed by the clinician. You will receive credit quarterly if you are enrolled that quarter and are compliant. Credit missed can be made up by completing additional approved activities to earn the maximum allowed incentive. Your information is confidential and will never be shared with your employer or anyone representing your employer.

INCENTIVES

MUST COMPLETE THE PROGRAM REQUIREMENT TO EARN THE INCENTIVE

	EMPLOYEE	SPOUSE
Enroll before December 31, 2022	\$500	\$200
Enroll before March 31, 2023	\$375	\$150
Enroll before June 30, 2023	\$250	\$100
Enroll before September 30, 2023	\$125	\$50



CITY OF PADUCAH WELLNESS PROGRAM

October 1, 2022 - September 30, 2023



APPROVED ACTIVITIES

COMPLETE UP TO 6 APPROVED ACTIVITIES | EMPLOYEES & SPOUSES ARE ELIGIBLE

You have a variety of activities to choose from, each activity is designed to educate and encourage you to make healthy lifestyle choices. Complete up to six approved activities during the 2022-2023 program in order to receive the incentive. Log in to your online wellness account to see approved activities available and complete an approved activity challenge.

Other approved activities may be added throughout the program year.



CITY APPROVED 5K
WALK/RUN EVENT



STEPS CHALLENGE
MARCH & SEPTEMBER



PREVENTATIVE EXAMS
VISION, DENTAL, ETC. | UP TO 3



COMMUNITY ENGAGEMENT
VOLUNTEER, ETC. | UP TO 2



EDUCATION SESSIONS
ONLINE | 1 PER QUARTER



FINANCIAL PROGRAM
COMPLETED ONLINE



INCENTIVES

ACTIVITIES COMPLETED	EMPLOYEE	SPOUSE
1 COMPLETED	\$125	\$50
2 COMPLETED	\$250	\$100
3 COMPLETED	\$375	\$150
4 COMPLETED	\$500	\$200
5 COMPLETED	\$625	\$250
6 COMPLETED	\$750	\$300



CITY OF PADUCAH WELLNESS PROGRAM

October 1, 2022 - September 30, 2023

INCENTIVE WORKSHEET

TOTAL POSSIBLE INCENTIVE EARNED TOWARD 2023 PREMIUM

EMPLOYEE MAX INCENTIVE: \$2,250

ANNUAL PHYSICAL + BIOMETRIC SCREENING	☐ COMPLETED: \$250	☐ NOT COMPLETED: \$0
BIOMETRIC RESULTS \$200 EACH, UP TO 5		
- BMI $\leq$ 25 - Blood Pressure $\leq$ 120/80 - Blood Sugar $\leq$ 106 - Total Cholesterol $\leq$ 200 - HDL: Men $\geq$ 35 Women $\geq$ 45 - LDL $\leq$ 100 - Triglycerides $\leq$ 200	☐ 1 RESULT IN RANGE (\$200) ☐ 2 RESULTS IN RANGE (\$400) ☐ 3 RESULTS IN RANGE (\$600) ☐ 4 RESULTS IN RANGE (\$800) ☐ 5 RESULTS IN RANGE (\$1,000)	
NICOTINE STATUS	☐ NICOTINE USER: \$0	☐ NON-NICOTINE USER: \$250
APPROVED ACTIVITIES	☐ 1: \$125 ☐ 2: \$250 ☐ 3: \$375 ☐ 4: \$500 ☐ 5: \$625 ☐ 6: \$750	
HEALTHWORKS PROGRAM *IF INVITED		
ENROLLED BY: ☐ 12/31/21: \$500 ☐ 3/31/22: \$375 ☐ 6/30/22: \$250 ☐ 9/30/22: \$125		
ADDITIONAL APPROVED ACTIVITIES: ☐ 1: \$125 ☐ 2: \$250 ☐ 3: \$375 ☐ 4: \$500 ☐ 5: \$625		
TOTAL AMOUNT (MAX \$750): _____		
TOTAL TOWARD 2023 PREMIUM: _____		

SPOUSE MAX INCENTIVE: \$1,000

ANNUAL PHYSICAL + BIOMETRIC SCREENING	☐ COMPLETED: \$200	☐ NOT COMPLETED: \$0
BIOMETRIC RESULTS \$100 EACH, UP TO 5		
- BMI $\leq$ 25 - Blood Pressure $\leq$ 120/80 - Blood Sugar $\leq$ 106 - Total Cholesterol $\leq$ 200 - HDL: Men $\geq$ 35 Women $\geq$ 45 - LDL $\leq$ 100 - Triglycerides $\leq$ 200	☐ 1 RESULT IN RANGE (\$100) ☐ 2 RESULTS IN RANGE (\$200) ☐ 3 RESULTS IN RANGE (\$300) ☐ 4 RESULTS IN RANGE (\$400) ☐ 5 RESULTS IN RANGE (\$500)	
APPROVED ACTIVITIES	☐ 1: \$50 ☐ 2: \$100 ☐ 3: \$150 ☐ 4: \$200 ☐ 5: \$250 ☐ 6: \$300	
HEALTHWORKS PROGRAM *IF INVITED		
ENROLLED BY: ☐ 12/31/21: \$200 ☐ 3/31/22: \$150 ☐ 6/30/22: \$100 ☐ 9/30/22: \$50		
ADDITIONAL APPROVED ACTIVITIES: ☐ 1: \$50 ☐ 2: \$100 ☐ 3: \$150 ☐ 4: \$200 ☐ 5: \$250		
TOTAL AMOUNT (MAX \$300): _____		
TOTAL TOWARD 2023 PREMIUM: _____		

Agenda Action Form

Paducah City Commission

Meeting Date: October 11, 2022

Short Title: Wellness Services Agreement with Healthworks Corporate Wellness and Health Services to administer the 2023 Wellness Plan - **S. WILCOX**

Category: Municipal Order

Staff Work By: Stefanie Wilcox

Presentation By: Stefanie Wilcox

Background Information: The City would like to partner with HealthWorks Corporate Wellness and Health Services to administer the City Wellness Plan. The Wellness Plan would remain unchanged as far as how employees earn credit towards premium reduction. What would change is the format in which the data is compiled. There will be a new enhanced website and app that allows for more individualized wellness care. They will offer one-on-one coaching, a wellness fair with biometric screenings on-site, telehealth services, as well as many other wellness activities tailored to our needs. The cost of the tier three program will be \$30 per participant per month, but with the enhanced program offerings, some of the health plan expenses would be offset by this program. Our goal with wellness is to get employees actively involved with their health, know their numbers, and the potential offset for future catastrophic events. Specific program details are attached.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to execute the Wellness Agreement with HealthWorks Medical.

Attachments:

1. MO contract- Healthworks Corporate Wellness and Health Services 2023
2. HEALTHWORKS AGREEMENT (00272083) - Final
3. HealthWorks-MuuvWell-CutSheet-8.5x11-FINAL

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
WELLNESS SERVICES AGREEMENT WITH HEALTHWORKS WELLNESS AND
HEALTH SERVICES TO ADMINISTER THE 2023 CITY WELLNESS PLAN

WHEREAS, the City of Paducah desires to enter into an agreement with
Healthworks Corporate Wellness and Health Services to offer the opportunity for employees to
actively participate in their health and wellness plan.

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

SECTION 1. The City of Paducah hereby authorizes the Mayor to execute a
Wellness Services Agreement with Healthworks Wellness and Health Services. The cost of the
tier three program will be \$30 per participant per month.

SECTION 2. This expenditure will be charged to various accounts.

SECTION 3. Said contract authorized in Section 1 above will be for the 2023
calendar year.

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, October 11, 2022
Recorded by Lindsay Parish, City Clerk, October 11, 2022
mo\contract- Healthworks Corporate Wellness and Health Services 2023

HEALTHWORKS CORPORATE WELLNESS AND HEALTH SERVICES AGREEMENT

THIS HEALTHWORKS CORPORATE WELLNESS AND HEALTH SERVICES AGREEMENT ("Agreement") is made and entered on 1 NOV, 2022 by and between **City of Paducah** of 300 S 5th Street, Paducah, KY 42003. ("PADUCAH") and **HEALTHWORKS MEDICAL, LLC**, a Kentucky limited liability company of 2341 New Holt Rd, Paducah, Kentucky 42001 ("HealthWorks").

W I T N E S S E T H:

WHEREAS, PADUCAH, an employer desirous of obtaining corporate wellness services for its employees; and

WHEREAS, HealthWorks is a company engaged in the provision of corporate wellness services and is desirous of providing such services to PADUCAH.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. Provision of Corporate Wellness and Health Services.

HealthWorks shall be a non-exclusive provider of corporate care wellness and health services which shall include without limitation, the services identified on the attached Schedule A for all eligible employees (hereinafter collectively referred to as ("Member Plan Participant")) pursuant to the terms and conditions set out herein. All Health Services shall be performed in accordance with (i) applicable federal, state and local laws, rules and regulations, (ii) generally accepted medical practices, (iii) the standards of the Kentucky Medical Board, the Kentucky Board of Nursing, the Kentucky Department of Health, Kentucky Cabinet for Health and Family Services, the U.S. Department of Health and Human Services, the American College of Occupational and Environmental Medicine, the Medical Review Officer Certification Council and any other applicable accrediting, regulating or licensing agencies or boards (the "Accrediting and Licensing Agencies").

2. Payment for Services. For provision of the Corporate Wellness and Health Services set out herein; PADUCAH shall pay to HealthWorks a monthly fee which shall be calculated by multiplying \$30.00 by the number of Member Plan Participants for that month. The number of Member Plan Participants shall be tallied on the first day of the month for that month and shall be provided to HealthWorks on the 1st day of that month. Member Plan Participants shall not be responsible for any fees to HealthWorks for Services set out herein. HealthWorks shall bill PADUCAH for the Fee amount by the 10th of each month for that month. Payment shall be made Net 30 with payment mailed to HealthWorks Medical, 2341 New Holt Road, Paducah, KY 42001.

3. Staffing.

a. Health Line Services. HealthWorks shall provide to Member Plan Participants a health line telehealth service through which Member Plan Participants shall receive guidance on general health information, referrals for medical care, or immediate referrals for emergency care. HealthWorks shall ensure that the Health Line Services are open and operational for Member Plan Participant from 8:00am until 5:00 pm, Monday through Friday CST. Health Line Services will be closed from 12:00pm – 1:00pm daily. The HealthWorks clinical operations are closed on the following holidays: Christmas Day, Christmas Eve, Thanksgiving Day, Day after Thanksgiving, New Year's Day, Labor Day, 4th of July and Memorial Day. If the holiday falls on a weekend, then the Friday before or the Monday after will be observed.

b. Supervision. A licensed physician or physician's assistant/nurse practitioners and all support staff necessary to provide the Health Line Telehealth Services shall be available during Clinic Hours. HealthWorks shall provide all appropriate supervision and oversight for HealthWorks employees consistent with the requirements of the Commonwealth of Kentucky, including without limitation, required supervision from a collaborative physician for all physician extenders. The collaborative physician shall at all times remain board certified in family practice.

4. Records; confidentiality.

a. Utilization. HealthWorks shall provide to PADUCAH, documentation of Member Plan Participant utilization on a quarterly basis.

b. Medical Records. All medical records generated for services rendered pursuant to this Agreement shall remain the property of HealthWorks, subject to the rights of access afforded to patients pursuant to state and federal law. Health records shall be disclosed to PADUCAH in accordance with the provisions of the Healthcare Insurance Portability and Accountability Act of 1996, as amended, together with its implementing regulations, as the same is in force from time to time. Medical records shall be maintained and compiled in accordance with the standards of the Accrediting and Licensing Agencies, and as may be reasonably necessary to effectuate the timely and complete documentation of utilization records required pursuant to this Agreement.

c. Confidentiality. All of the terms and conditions of this Agreement shall be considered strictly confidential, and neither party shall disclose any of the material items discussed in the negotiations leading to this Agreement, or any of the terms of this Agreement itself, without the prior written consent of the other party, excepting only disclosures to any lawyer or accountant either party may employ (who shall be advised of this confidentiality provision) and such disclosures as may be required by applicable federal, state, or local law made with prior notice to the other party of all of the circumstances of such legally required disclosure.

PADUCAH shall not, directly or indirectly, except with the prior written consent of HealthWorks, which may be withheld in its sole and absolute discretion, communicate, furnish, disclose or use for the benefit of PADUCAH or any other individual, firm, partnership, limited liability company or other entity, organization or association any "Confidential Information," other than for PADUCAH in the regular course of PADUCAH business. On the last day of this Agreement, PADUCAH shall destroy or return and deliver to HealthWorks, at its sole discretion, all "Confidential Material" in PADUCAH possession. As used in this Section 4, "Confidential Information" shall mean information about HealthWorks, any of its affiliates, or any successor to the HealthWorks or its affiliates, which is not generally known in the community in which the HealthWorks, any of its affiliates or their successors, is providing services and which is or shall be disclosed to, or known by, PADUCAH as a consequence of this Agreement, including but not limited to, accounting records, patient lists, operating policies, or written instructions, forms, manuals, reports, research, or any other records or other Confidential or proprietary information or trade secrets of any type or description whatsoever. "Confidential Material" shall mean any writing of any kind or information stored on computer disk or otherwise electronically or in any other form, obtained by PADUCAH as a consequence of or through this Agreement, which contains any Confidential Information and shall include, without limiting the generality of the foregoing, documents, memoranda, notes, and any other writings or stored information of any kind or nature whatsoever (and all copies thereof), which contain or relate to Confidential Information and which are in PADUCAH possession or control, whether prepared by PADUCAH or otherwise which information is not generally known to persons outside of the employ of the HealthWorks.

HealthWorks shall not, directly or indirectly, except with the prior written consent of PADUCAH, which may be withheld in its sole and absolute discretion, communicate, furnish, disclose or use for the benefit of HealthWorks or any other individual, firm, partnership, limited liability company or other entity, organization or association any "Confidential Information," other than for HealthWorks in the regular course of HealthWorks' business. On the last day of this Agreement, HealthWorks shall destroy or return and deliver to PADUCAH, at its sole discretion, all "Confidential Material" in HealthWorks' possession. As used in this Section 4, "Confidential Information" shall mean information about PADUCAH, any of its affiliates, or any successor to PADUCAH or its affiliates, which is not generally known in the community in which PADUCAH, any of its affiliates or their successors, is providing services and which is or shall be disclosed to, or known by, HealthWorks as a consequence of this Agreement, including but not limited to, accounting records, patient lists, operating policies, or written instructions, forms, manuals, reports, research, or any other records or other Confidential or proprietary information or trade secrets of any type or description whatsoever. "Confidential Material" shall mean any writing of any kind or information stored on computer disk or otherwise electronically or in any other form, obtained by HealthWorks as a consequence of or through this Agreement, which contains any Confidential Information and shall include, without limiting the generality of the foregoing, documents, memoranda, notes, and any other writings or stored information of any kind or nature whatsoever (and all copies thereof), which contain or relate to Confidential Information and which are in HealthWorks' possession or control, whether prepared by HealthWorks or otherwise which information is not generally known to persons outside

of the employ of the PADUCAH.

5. Relationship of the Parties; Independent Contractor.

HealthWorks and its employees are performing all services and duties required of them by this Agreement as independent contractors and not as employees, agents, partners or joint venturers with PADUCAH. Neither HealthWorks nor its employees shall have authority to bind or obligate PADUCAH in any manner. PADUCAH shall neither have nor exercise any control over the methods by which any of the employees of HealthWorks practice medicine, and the clinical decisions of HealthWorks shall be its and its alone. HealthWorks shall be solely responsible for the payment or withholding of all federal, state or local income taxes, Social Security taxes, unemployment taxes, workers' compensation and other insurance required by law arising from its or its employees' compensation hereunder.

6. Term; Termination; Dispute Resolution.

a. Term. Subject to the termination provisions otherwise provided herein, the Term of this Agreement shall commence on August 1st, 2022, and continue for an initial period of one (1) year. Thereafter, the Agreement shall automatically renew for an additional Term annually unless otherwise terminated as provided herein below.

b. Termination for Cause Only During First Year. Notwithstanding any other provision of this Agreement, this Agreement shall not be terminated for one (1) year beginning August 1st, 2022 and ending August 1st, 2023, unless for cause.

c. Cause. "Cause" for the purpose of this agreement is defined as (i) fraud, misappropriation (ii) intentional breach of the provisions of this agreement, (iii) repeated willful failure to perform services hereunder or (iv) incapacity to perform the services hereunder. If either party breaches any term of this agreement such as to constitute cause and fails to correct such breach within ninety (90) days after receiving written notice, as outlined in paragraph 10(j) herein (entitled Notice), of such breach from the other party, such other party may terminate this Agreement by notifying the breaching party in writing of termination.

d. Termination. This Agreement may only be terminated (1) for cause or (2) by early termination as defined below.

e. Early termination without cause. Any other provision of this Agreement to the contrary notwithstanding, either party may terminate this Agreement, as follows:

- (i) For HealthWorks, HealthWorks shall notify PADUCAH in writing at least ninety (90) calendar days in advance of the termination date.

- (ii) For PADUCAH, PADUCAH shall notify HealthWorks in writing at least ninety (90) calendar days in advance of the termination date. PADUCAH will be responsible for the full payment for the first contract year for early termination without cause. Remaining payment, utilizing the number of Member Plan Participants reported by PADUCAH during the month of the termination date, must be received within thirty (30) calendar days after the termination date.

f. Early Termination for Death or Disability. Notwithstanding any other provision of this Agreement, PADUCAH may terminate this Agreement immediately if the principal of HealthWorks, J. Kyle Turnbo, M.D., dies or becomes Permanently Disabled. All terms and conditions contained in this Agreement shall remain in full force and effect should J. Kyle Turnbo, M.D. be disabled but has not become Permanently Disabled. If J. Kyle Turnbo, M.D. dies or becomes Permanently Disabled, all terms and conditions contained in this Agreement shall remain in full force and effect until such time as PADUCAH exercises its right to terminate this Agreement as set out herein. As used herein, "Permanently Disabled" shall mean being unable, due to accident, physical or mental illness, or any other reason or cause, to practice medicine on a full-time basis for any period reasonably expected to last more than ninety (90) days, as determined by a physician who is not employed by PADUCAH or HealthWorks.

g. Termination During Renewal Years. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by either party during any renewal term by providing written notice to the other party at least one hundred twenty (120) calendar days in advance of the termination date. PADUCAH will not be responsible for full payment for the remaining term in the event of early termination in any renewal year.

h. Dispute resolution. The parties shall in good faith first attempt to resolve any controversy, dispute or disagreement arising out of or relating to this Agreement by face-to-face negotiations by the principal of HealthWorks and the principle of PADUCAH. If any such controversy, dispute or disagreement is not resolved within thirty (30) days after such negotiations begin, either party may seek relief at law or in equity as the same may be available to it.

7. Indemnity.

a. Indemnification by HealthWorks. HealthWorks hereby agrees to indemnify and save harmless PADUCAH, its affiliates and their respective trustees, officers, agents, employees and volunteers from and against any and all claims, actions, awards, judgments, settlements, damages, liabilities and expenses of whatever nature, including attorney's fees and witness' fees, to the extent caused by the negligence or willful misconduct of HealthWorks, any of its employees or agents, provided that such indemnification and hold harmless shall not extend to any matter to the extent caused by the negligence or willful misconduct of PADUCAH, its affiliates or any of their respective

trustees, officers, agents, employees, volunteers or independent contractors, other than HealthWorks, its employees or agents.

b. Indemnification by PADUCAH. PADUCAH shall indemnify and save harmless HealthWorks, its affiliates and their respective shareholders, agents, directors, officers and employees from and against any and all claims, actions, awards, judgments, settlements, damages, liabilities and expenses of whatever nature, including attorneys' fees and witness' fees, to the extent caused by the negligence or willful misconduct of PADUCAH or any employees or agents of PADUCAH, provided that such indemnification and hold harmless shall not extend to any matter to the extent caused by the negligence or willful misconduct of HealthWorks, its affiliates or any of their respective shareholders, agents, directors, officers, employees, or independent contractors.

8. Medical Malpractice. HealthWorks shall purchase and maintain medical malpractice insurance in the amounts of \$1,000,000/\$3,000,000 covering the acts or omissions of any and all physicians and physician extenders providing services at the HealthWorks Clinic Location or on the Worksite.

9. Miscellaneous.

a. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior negotiations and understanding relating to the subject matter hereof.

b. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties, and their respective successors and assigns. This Agreement may not be assigned by either party without the express written consent of the other party.

c. Kentucky law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky irrespective of any Conflict of Laws provision to the contrary.

d. Venue. Any legal action arising out of this Agreement shall be brought in either McCracken Circuit Court or the United States District Court for the Western District of Kentucky, Paducah Division, or any successor to such courts. By execution of this Agreement, the parties hereby irrevocably consent to the continuing and general personal jurisdiction of such courts and waive, to the extent otherwise available, any defense of inconvenience of forum.

e. Headings; gender. The headings of sections and paragraphs contained in this Agreement are for convenience only and shall in no matter be construed as part of this Agreement. Whenever the context of this Agreement requires, words used in the singular shall be construed to mean and include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine, or neuter genders.

f. Amendments. This Agreement may be amended at any time by mutual assent of the parties but any such amendment may be made only on the written consent of all parties hereto.

g. Severability. It is intended that each paragraph to this Agreement shall be viewed as separate and divisible, and in the event that any paragraph shall be held invalid, the remaining paragraphs shall continue in full force and effect.

h. Attorneys' fees. In the event of any litigation arising out of this Agreement, in the event such a dispute is resolved or finally adjudicated by a court of competent jurisdiction, the party prevailing under such an adjudication shall be entitled, as a part of the judgment, to recover from the other party its reasonable attorneys' fees along with the costs and expenses of the litigation.

i. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided the same appear in their original, typewritten form, without deletions, strike-throughs or modifications of any type.

j. Notice. Any notice required or permitted to be given hereunder shall be made in writing and delivered by registered mail, postage prepaid, or by recognized overnight courier with delivery confirmation, to the following, or such other address as the parties may designate from time to time:

If to PADUCAH:

PADUCAH
Director of Human Resources
Attn: Stefanie Wilcox
300 South 5th Street
Paducah, KY 42001

If to HealthWorks:

HealthWorks Medical, LLC
Attn: J. Kyle Turnbo, M.D.
2341 New Holt Rd
Paducah, Kentucky 42001

with a copy to:

Denton Law Firm, PLLC
Attn: Glenn Denton
P.O. Box 969
Paducah, KY 42002-0969

1. No waiver. No failure by either party to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach hereof shall constitute a waiver of any such breach, agreement, term, covenant or condition or the ability of either party to enforce legal or equitable remedies beyond those expressly set forth in the Agreement

PADUCAH

HEALTHWORKS

City of Paducah, Kentucky

HEALTHWORKS MEDICAL, LLC

By:_____

By:_____

Print Name/Title

J. Kyle Turnbo M.D., Sole Officer,
Member

IN WITNESS HEREOF, the parties hereto have duly executed this Agreement effective the date first above written.

ATTACHMENT A

HealthWorks Medical Corporate Care Health Plan Services (Tier 3)

- Telehealth access to our healthcare team Monday through Friday 8AM - 5PM CST (closed daily from 12pm 1pm for lunch).
- Annual on-site health fair with biometric collection
- On-site quarterly education sessions
- 1-on-1 access to our Wellness Professionals via the MuuvWell app
- Employee Ambassador Program
- Semi-Annual Health and Wellness Challenges
- Custom stretching routines
- Customized employer app content and employee education
- Annual kick-off event (on-site)
- Continuation of and management of Chronic Disease Program

*HealthWorks Medical Providers reserve the right to make any referrals to third party medical care as necessary.

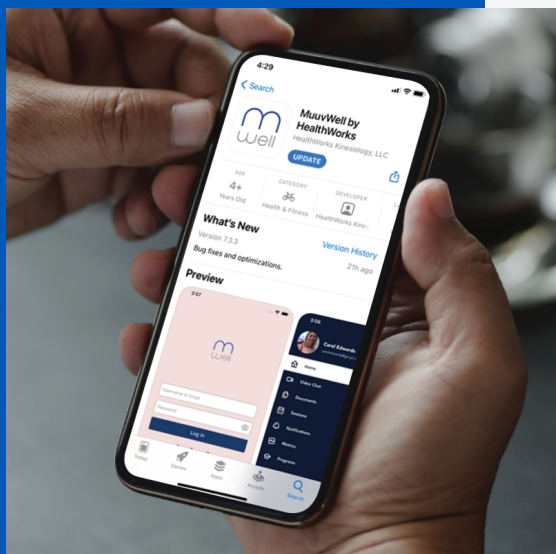
INTRODUCING HEALTHWORKS MUUVWELL

A Different Approach to Corporate Wellness

When our clients win, we win.

Other wellness programs are generic, lack engagement and leave customers unhealthy and uninspired. Our team delivers personalized health coaching, engaging wellness content and simple programs that help people become the best version of themselves.

We are alongside to celebrate every step of their journey.



Health & Wellness Challenges

Clients become the hero of their story by participating in fun wellness challenges.



Earn Rewards

Clients are rewarded for activities completed. The higher they climb, the greater the reward.



One-on-One Coaching with MuuvWell Coaches

We help clients establish goals and serve as the guide to get them there.



MuuvWell App Access

Engaging content, data tracking, and a library of fun routines.

Let's MuuvWell: **Together**

✉ MuuvWell@HealthWorksMedical.com

📷 [MuuvWell](#)  [HealthWorksLLC](#)

🌐 HealthWorksMedical.com

HealthWorks
MUUVWELL 

What **We Offer**



Muuv Total Access

» 24/7 Employee Direct Primary Care

Unlimited access to our Direct Primary Care regional network of clinics for all primary, acute, chronic and urgent medical needs.

Includes everything from previous tiers.

TIER 4



Muuv Telehealth

» Telehealth Services

» Annual On-Site Health Fair

» Incentive Program Management

Includes everything from previous tiers.

TIER 3



Muuv One-on-One

» One-on-one coaching with Physical Therapists, Dietitians, and other wellness professionals

» Culture Development

» Health & Wellness Challenge

Includes everything from previous tiers.

TIER 2



Muuv

» MuuvWell App Access for all Employees

» Onsite Services

» Employee Participation Tracking

TIER 1

Custom program creation and pricing available at request.

Agenda Action Form

Paducah City Commission

Meeting Date: October 11, 2022

Short Title: Approve Strategic Health Risk Advisor & Strategic Benefit Placement Services with Peel & Holland - **S. WILCOX**

Category: Municipal Order

Staff Work By: Stefanie Wilcox

Presentation By: Stefanie Wilcox

Background Information: The City has utilized the Health Risk Advisor services with Peel & Holland since July 1999 pertaining to issues regarding the administration, renewal, claim resolution, cost containment and bidding process of the City's health insurance plan. Staff recommends entering into a contract with Peel & Holland to continue these services for calendar year 2023. The 1 year contract with Peel & Holland remains flat at \$78,900. This fee is payable in four equal installments of \$19,725 to be billed quarterly. In addition, there is a fee of \$200 per hour subject to a minimum retainer of \$5,000 for services requested by the City or the City's legal counsel for issues that arise in connection with employer and employee bargaining, legal matters, disputes about other similar issues. In addition to this cost is an Advisory Agreement Services Addendum. This Addendum would only be in effect if services from the attached form are requested and additional charges and fees will apply. These fees also remained flat.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to execute a contract between the City of Paducah and Peel & Holland pertaining to the administration of the City's health insurance.

Attachments:

1. MO contract - Peel & Holland Strategic Health Risk Advisor & Benefit Placement Services 2023
2. 2023 City of Paducah Advisory Agreement

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR A STRATEGIC HEALTH RISK ADVISOR & STRATEGIC BENEFIT PLACEMENT SERVICES WITH PEEL & HOLLAND FINANCIAL GROUP FOR ADMINISTRATION OF THE CITY OF PADUCAH'S HEALTH INSURANCE IN AN AMOUNT OF \$78,900 PLUS \$200 PER HOUR, SUBJECT TO A MINIMUM RETAINER OF \$5,000, FOR REQUESTED SERVICES RELATED TO EMPLOYEE BARGAINING, LEGAL MATTERS, AND DISPUTES OR OTHER SIMILAR ISSUES AND AUTHORIZES THE EXECUTION OF THE ADVISORY AGREEMENT SERVICES ADDENDUM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the Mayor to execute a contract for a Strategic Health Risk Advisor and Strategic Benefit Placement Services with Peel & Holland Financial Group, in the amount of \$78,900, payable in four equal installments of \$19,725 each, for administration services pertaining to the administration of the City of Paducah's health insurance. An additional fee of \$200 per hour, subject to a minimum retainer of \$5,000, will be charged for services requested by the City or the City's legal counsel for issues that arise in connection with employer and employee bargaining, legal matters, disputes or other similar issues.

SECTION 2. The City of Paducah hereby authorizes the Mayor to execute an Advisory Agreement Services Addendum with Peel & Holland Financial Group, which provides for additional fees if specific additional services are requested including Carrier Billing Reconciliation, Enrollment Errors, and Benefit Administration System Maintenance for \$150 per hour with a \$300 minimum and ACA Reporting for \$150 per hour with a \$1,500 minimum.

SECTION 3. Said contract and addendum authorized in Sections 1 and 2 above will be for the 2023 calendar year.

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, October 11, 2022

Recorded by Lindsay Parish, City Clerk, October 11, 2022

mo\contract – Peel & Holland Strategic Health Risk Advisor & Benefit Placement Services 2023

STRATEGIC HEALTH RISK ADVISOR & STRATEGIC BENEFIT PLACEMENT SERVICES

THIS CONTRACT, made and entered into on this ____ day of ____ 2022, by and between Peel & Holland Financial Group, 1120 Main, P.O. Box 427, Benton, Kentucky 42025, hereinafter referred to as "ADVISOR," and **City of Paducah, Kentucky** hereinafter referred to as the "CLIENT,"

WITNESSETH:

WHEREAS, CLIENT desires to engaged ADVISOR to access its "Strategic Health Risk Advisor System and Strategic Insurance Placement Services System", hereinafter referred to as "SYSTEM" and ADVISOR desires to accept such engagement; and

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree as follows:

A. ADVISOR perform the following services on behalf of the CLIENT:

1. Review all insurance contracts and employer forms relating to health, vision, dental, and drug benefits, HRA, H.S.A. and make recommendations to the CLIENT on such contracts.
2. Coordinate on-site enrollers or web-based enrollments and assistance with annual open enrollment for eligible employees during the period(s) contracted.
3. Provide assistance with questions on behalf of CLIENT including but not limited to health insurance claims, eligibility, plan selection for employees.
4. Provide consultation on issues relating to cost share, stop-loss and plan administration, and oversight in bid processes annually.
5. Review and provide commentary on plan data such as claims, administrative and reinsurance costs and comparisons of data for varying years on a quarterly basis agreed to committees and/or the City Commission, or City Manager as agreed to by CLIENT.

6. Prepare annual request for proposals (RFP) for years CLIENT requests formal bid processes. Provide oversight and coaching services in review of bids, assembly of data received by bidders and make specific recommendations to CLIENT for placement or procurement of health/drug, dental and vision insurance contracts.
7. Review preferred provider agreements and assist client in comparing and selecting preferred provider organizations (PPO).
8. Assist CLIENT with meetings and coach on benefit plan issues with employee groups as requested by CLIENT.
9. When qualified provide advice for all other areas of health, dental and drug plan operations as requested by CLIENT.
10. Provide COBRA administrative services via a separate administrative party as per a separate agreement between, Flores & Associates and CLIENT.
11. Provide expert witness services in connection for employer and employee bargaining, legal matters, disputes, or similar issues, as requested by the employer or the employer's legal counsel.
12. Provide data analytics via Acclaim Health Analytics and NavMD Design180 with customized reporting and care management integration with disease management firms chosen independently by CLIENT.
13. Access to Compliance Dashboard, tool to help assure compliance with health plan laws.

B. For the services rendered as described in Paragraph A, Subparagraphs 1 through 10, CLIENT shall pay ADVISOR a fee of \$78,900 per annum (fee includes \$72,000 for Items 1-10, \$6,300 for item 12, and \$600 for Item #13). Services shall be billed and payable at a rate of \$19,725 per quarter and due each of the following dates: January 1, 2023, April 1, 2023, July 1, 2023, and October 1, 2023, payable within 30

days of each billing statement. Services shall continue for one calendar year from the inception date of this agreement. For services rendered as described in Paragraph A, Subparagraph 11 above, CLIENT shall pay ADVISOR a separate fee of \$200.00 per hour subject to a minimum retainer of \$5,000.00 per year should services be requested in item 11 above. Invoice for services rendered or retained under Paragraph A, Subparagraph 11, shall be billed monthly as accrued and payable no later than the 10th of the following month after the billed date. Assuming no services Paragraph A, Subparagraph 11 are requested, then no fee shall be paid under this separate section of the services. Also, due to the nature of benefits such as dental, vision, life, voluntary plans, etc. certain carriers may not waive standard commissions and if such relationship exists then these commissions shall be disclosed, and commissions may be earned in addition to other fees specified within this agreement. The charging of these fees and expenses by ADVISOR for the services enumerated shall not preclude his charging and receiving a commission or fee as an agent or consultant in a separate transaction between CLIENT and ADVISOR should there be any such separate transaction.

C. CLIENT acknowledges that, with respect to providing advice and assistance placing insurance-related products, ADVISOR is acting as an insurance agent (as defined in KRS Chapter 304.9-020) and subject to provisions of KRS Chapter 304.11-020 TO 304.11-050. Further CLIENT meets the definition of "client" as denoted in KRS Chapter 304.11-020 TO 304.11-050 for health insurance.

D. CLIENT agrees that ADVISOR's sole responsibility is to provide its best advice in an objective manner in accordance with the terms of the contract. CLIENT understands and acknowledges that in many instances ADVISOR's advice will simply consist of his opinion. Although CLIENT may delegate to ADVISOR certain decisions as part of the service rendered by ADVISOR pursuant to this contract, only CLIENT, and not ADVISOR, shall be responsible for such decisions. ADVISOR's obligation to CLIENT shall be limited to providing CLIENT with his best opinion based upon his professional experience at the time such opinion is presented. CLIENT acknowledges

that ADVISOR makes no representations nor warranties concerning the quality, effectiveness, or results of his coaching services, and CLIENT assumes full risk for, and shall hold ADVISOR harmless from, all results of following or rejecting ADVISOR's advice or recommendations.

E. CLIENT shall release ADVISOR from providing any services required herein and ADVISOR shall provide a refund to CLIENT, prorated with the length of service rendered, if ADVISOR is prevented from providing the services by sickness, death, or events beyond his control, or if any outstanding bill which is due and payable by CLIENT to ADVISOR for past services is not paid in accordance with this contract.

F. Termination: CLIENT agrees that the initial term of this agreement and associated fees shall continue through December 31, 2023 and may continue into the future, as mutually agreed and by extending the agreement in writing. Afterward, either party may termination this agreement, at any time, for any reason, provided a ninety (90) day notice is provided in writing. Fees shall continue to become due and payable throughout the length and term of the entire agreement, even if terminated, unless stipulated otherwise in section E. above.

G. This agreement has been entered into by City of Paducah, Paducah, Kentucky and Peel & Holland Financial Group.

IN TESTIMONY WHEREOF, Peel & Holland Financial Group and City of Paducah each has caused their name to be hereunto affixed on this date first written above.

09/29/2022

Date:



DJ Story, Authorized Peel & Holland Representative

Date:

City of Paducah Kentucky

Advisory Agreement Services Addendum

Additional Human Resources and Financial Support Services

Our advisory services assume each client shall maintain employment records, system information and provide for their own carrier bill reconciliation. In the event the services indicated below are requested additional charges and fees will apply.

- Carrier Billing Reconciliation: \$150 per hour, \$300 minimum
 - Auditing carrier invoices;
 - Retrospective billing resolution and dispute mitigation
- Enrollment Errors: \$150 per hour, \$300 minimum
 - Enrollment corrections;
 - Carrier communications;
 - Dispute resolution;
- Benefit Administration System Maintenance: \$150 per hour, \$300 minimum
 - System build, implementation and testing;
 - Entering, maintaining and updating various records
- ACA Reporting: \$150 per hour, \$1,500 minimum
 - Training, support and online assistance outside the initial system implementation;
 - Entering data, uploading reports and assistance with retrospective corrections

I/We understand the services as listed above require additional time, effort, support and additional charges shall apply.

Date:

City of Paducah, Authorized Representative

Agenda Action Form

Paducah City Commission

Meeting Date: October 11, 2022

Short Title: Administrative Services Agreement with Anthem Blue Cross Blue Shield - **PEEL & HOLLAND**

Category: Municipal Order

Staff Work By: Stefanie Wilcox
Presentation By: Peel & Holland

Background Information: DJ Story of Peel and Holland recommends that the city continue with Anthem Blue Cross Blue Shield for the 2023 plan year, effective January 1, 2023, as the City's Third Party Administrator (TPA) to provide claims administrative services related to the City's health insurance plan. Remaining with Anthem offers the best overall option for quality of plans, administrative services and competitive rates and factors. A summary of Anthem's administrative fees, rates and factors is attached.

Does this Agenda Action Item align with a Commission Priority? No
If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to execute ASO agreement with Anthem Blue Cross Blue Shield for administrative services only.

Attachments:

1. MO - administrative services - Anthem 2023
2. 2023 Anthem ASO Renewal

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN AGREEMENT FOR ADMINISTRATIVE SERVICES WITH ANTHEM BLUE CROSS BLUE SHIELD FOR THE GROUP HEALTH INSURANCE PLAN FOR THE CITY OF PADUCAH, KENTUCKY FOR THE 2023 CALENDAR YEAR AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

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

SECTION 1. That the City of Paducah authorizes and approves an agreement with Anthem Blue Cross Blue Shield as the City's Third-Party Administrator to provide claims administrative services related to the City's health insurance plan. The effective date of this Agreement is January 1, 2023 and ending December 31, 2023.

SECTION 2. The Mayor is hereby authorized to execute all documents relating to administrative services as authorized in Sections 1 above.

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, October 11, 2022

Recorded by Lindsay Parish, City Clerk, October 11, 2022

\\mo.\ administrative services - Anthem 2023

Fixed Administrative Costs

CITY OF PADUCAH

Effective January 1, 2023 through December 31, 2023

Fixed Administrative Costs	Current	1/1/2023 through 12/31/2023
	PCPM	PCPM
Current Non-CDH Plan Subscribers	37	37
Current CDH Plan Subscribers	248	248
Enrollment	285	285
Medical and Pharmacy Administration	\$49.21	\$48.09
Pharmacy Rebate Offset	(\$35.05)	(\$33.93)
BASIC Wellness	\$0.00	\$0.00
Specialty Pharmacy w Clinical Site of Care Review	\$0.65	\$0.00
Composite Total:	\$14.81	\$14.16
Annual fixed administrative costs based on assumed enrollment:	\$50,650	\$48,427
Percentage Change:		-4.4%

Authorized Signature: _____
 Title: _____
 Date: _____

Additional Fee Disclosures:

See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this cost summary.

The Pharmacy Rebate Offset reflects the National Formulary. The offset may be adjusted if a different pharmacy formulary is sold.

0273552-04

Agenda Action Form

Paducah City Commission

Meeting Date: October 11, 2022

Short Title: Health, Vision and Dental Benefit Plan Premiums for 2023 - **PEEL & HOLLAND**

Category: Municipal Order

Staff Work By: Stefanie Wilcox
Presentation By: Peel & Holland

Background Information: The following reflect the recommended monthly health insurance premiums, by plan, for the 2023 Calendar year. These are the rates, as presented by DJ Story, of Peel and Holland, which are flat compared to last year. These premiums allow us to keep our grandfathered status, which offers protection to both the employer and the employee and allows us to maintain an acceptable escrow level to cover expected claims and plan costs. As a further note, regarding the City's health insurance premiums, there have not been any increases to costs over the last ten years.

Health Insurance:

<u>Investor Plan</u>	<u>Monthly Premium</u>	<u>Elite Plan</u>	<u>Monthly Premium</u>
Employee	\$781	Employee	\$856
Employee / Spouse	\$969	Employee / Spouse	\$1,139
Employee / Child	\$825	Employee / Child	\$974
Family	\$1,118	Family	\$1,319

Vision Premiums:

The following will reflect the monthly Vision Premium rate for the 2023 calendar year. The renewal rate has increased by 6% from last year.

<u>Blue View Vision</u>	<u>Monthly Premium</u>
Employee	\$6.97
Employee / Spouse	\$12.20
Employee / Child	\$13.26
Family	\$20.24

Dental Premiums:

The following will reflect the recommended monthly Delta Dental Plan Premiums for the 2023 calendar year. The premium renewal percentage will increase by 2% from last year.

<u>Delta Dental of KY</u>	<u>Monthly Premium</u>
Employee	\$26.47
Employee / Spouse	\$54.01
Employee / Child	\$56.49
Family	\$91.90

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve the premiums listed above for Health Insurance, Vision and Dental.

Attachments:

1. MO - Health Vision & Dental Premiums 2023
2. Renewal 2023 Delta Dental
3. 2023 and 2024_City of Paducah_FI_Vision_Renewal_Benefit Sheet

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND ADOPTING THE COMPREHENSIVE HEALTH INSURANCE BENEFIT PLAN PREMIUMS, THE VISION INSURANCE PLAN PREMIUMS, AND THE DENTAL INSURANCE PLAN PREMIUMS FOR CALENDAR YEAR 2023 FOR EMPLOYEES OF THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

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

SECTION 1. That the City of Paducah approves and adopts the following monthly health insurance premiums for calendar year 2023 for employees of the City of Paducah:

Health Insurance:

Investor Plan	Monthly Premium	Elite Plan	Monthly Premium
Employee	\$ 781	Employee	\$ 856
Employee/Spouse	\$ 969	Employee/Spouse	\$1,139
Employee Child	\$ 825	Employee Child	\$ 974
Family	\$1,118	Family	\$1,319

SECTION 2. That the City of Paducah hereby approves the following monthly premiums for the Blue View Vision Plan through Anthem BlueCross BlueShield for vision care for employees for calendar year 2023:

Vision Insurance:

	Monthly Premium
Employee	\$6.97
Employee/Spouse	\$12.20
Employee Child	\$13.26
Family	\$20.24

SECTION 3. That the City of Paducah hereby approves the following monthly premiums for the Delta Dental Plan for optional dental care for employees for calendar year 2023:

Dental Insurance

	Monthly Premium
Employee	\$26.47
Employee/Spouse	54.01
Employee Child	\$56.49
Family	\$91.90

SECTION 4. That the premiums for the Comprehensive Health Insurance Benefit Plan, the Blue View Vision Plan and the Delta Dental Plan for employees of the City of Paducah, adopted in Sections 1, 2 and 3 above, shall become effective January 1, 2023.

SECTION 5. That the Mayor is hereby authorized to execute all documents related to the premiums approved in Sections 1, 2 and 3 above.

SECTION 6. This order shall be in full force and effect from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 11, 2022
Recorded by Lindsay Parish, City Clerk, October 11, 2022
\\mo\Health Vision & Dental Premiums 2023

November 1, 2022

Stefanie Suazo
CITY OF PADUCAH
300 S 5th St
Paducah, KY 42003-1527

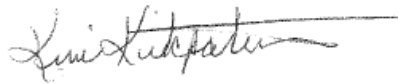
Re: Dental Plan Rate Review, Group #692290-4001, 4002, 4003

Dear Stefanie Suazo,

Enclosed are the rates and renewal documents related to your contract renewal.

If you have any questions or need additional information, please feel free to contact me at (502) 736-4632 or Kim.Kirkpatrick@deltadentalKY.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Kirkpatrick", with a long horizontal line extending from the end of the signature.

Kim Kirkpatrick
Account Manager

cc: Mr. Gregory Carlton



Delta Dental of Kentucky Delta Dental PPO plus Premier™ Summary of Dental Plan Benefits

Group Name: CITY OF PADUCAH

Group Number: 692290-4001, 4002, 4003

Benefit Year: January 1 through December 31

Covered Services –

	Delta Dental PPO™ Dentist Plan Pays	Delta Dental Premier® Dentist Plan Pays	Non-participating Dentist Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Denture Repair – repairs to complete or partial dentures	80%	80%	80%
Major Services			
Major Restorative Services – crowns	50%	50%	50%
Relines and Rebase – to dentures	50%	50%	50%
Fixed Prosthodontic Repair – to bridges	50%	50%	50%
Implant Repair – implant maintenance, repair, and removal	50%	50%	50%
Adjustments to Dentures – adjustments to complete or partial dentures	50%	50%	50%
Prosthodontic Services – bridges, implants, and dentures	50%	50%	50%
Orthodontic Services			
Orthodontic Services – braces	50%	50%	50%
Orthodontic Age Limit –	Dependent Children to the end of the month of age 23		

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what the dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year. Limited oral evaluations for a specific problem or complaint are also payable twice in the same calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year. Two additional periodontal maintenance procedures are payable per calendar year for individuals with a documented history of periodontal disease. Full mouth debridement is payable once in a lifetime.

Customer Service Toll-Free Number: 800-955-2030
<https://www.DeltaDentalKY.com>

- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable once per calendar year for people age 18 and under.
- Space maintainers are payable once per area per lifetime for people age 13 and under.
- Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any five-year period.
- Sealants are payable once per tooth per two-year period for first and second permanent molars for people age 15 and under. The surface must be free from decay and restorations.
- Payment for crowns, inlays, and onlays are payable once per tooth in any five-year period. Stainless steel crowns are payable once per tooth in any two-year period on primary teeth only.
- Composite resin (white) restorations are payable on posterior teeth.
- Root canal treatment is inclusive of periapical X-rays, cultures, follow-up care, treatments, pulpotomy or pulpectomy, and routine post-operative procedures. Separate charges are not Covered Services for these procedures. Retreatment is payable two years after the initial treatment.
- Denture and/or bridge replacement is payable five-years post initial place. Replacement is not a Covered Service for lost or stolen dentures and/or bridges. Interim dentures are payable only for people under age 17 to replace extracted anterior permanent teeth.
- The initial installation of any prosthodontic service to replace missing teeth or teeth that were lost before coverage began, including congenitally missing teeth is not payable. Replacements of existing appliances can be considered.
- Fixed bridges or removable cast partials are payable only for Eligible Dependents over age 16. Services and appliances that replace missing natural teeth (such as bridges, endosteal implants, implant crowns, partial dentures, and complete dentures) may be subject to an Alternate Benefit.
- Porcelain and resin facings on bridges are payable on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

Deductible – Delta Dental PPO™ Dentist - \$25 Deductible per person total per Benefit Year limited to a maximum Deductible of \$75 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, sealants, cephalometric films, photos, diagnostic casts and orthodontic services (including surgical repositioning of teeth).

Delta Dental Premier® Dentist or Nonparticipating Dentist - \$50 Deductible per person total per Benefit Year limited to a maximum Deductible of \$150 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, sealants, cephalometric films, photos, diagnostic casts and orthodontic services (including surgical repositioning of teeth).

Maximum Payment – \$2,000 per person total per Benefit Year on all services, except cephalometric films, photos, diagnostic casts and orthodontic services (including surgical repositioning of teeth). \$1,000 per person total per lifetime on cephalometric films, photos, diagnostic casts and orthodontic services (including surgical repositioning of teeth).

Dependent Age Limit – Dependents are covered up to age 26.

Waiting Period – There is a 12-month waiting period for certain services. Major Restorative Services, Relines and Adjustments, Fixed Prosthodontic Repair, Prosthodontic Services, and Orthodontic Services will not be covered until after a person is enrolled in the dental plan for 12 consecutive months.

Eligible People – The subscriber (you) is eligible for dental benefits when your employer or organization notifies Delta Dental.

Also eligible at your option are your legal spouse and your children who meet the age requirements noted above. Enrollees and dependents choosing this plan are required to remain enrolled for a minimum of 12 months. Should an Enrollee or Dependent choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. Dependents may only enroll if the Enrollee is enrolled (except under COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your spouse are both eligible under this Contract, you may be enrolled as both a Subscriber on your own application and as a dependent on your spouse's application. Your dependent children may be enrolled on both applications as well. Delta Dental will coordinate benefits.

Benefits will cease on the last day of the month in which your employment is terminated.

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflict with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages above are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Customer Service Toll-Free Number: 800-955-2030
<https://www.DeltaDentalKY.com>

Delta Dental of Kentucky
Renewal Rates for CITY OF PADUCAH #692290
Effective January 1, 2023

Rates		
Rates per subscriber per month	Current Rate(s) January 1, 2022 through December 31, 2022	Renewal Rate(s) January 1, 2023 through December 31, 2023
Subscriber only	\$25.95	\$26.47
Subscriber and spouse	\$52.95	\$54.01
Subscriber and child(ren)	\$55.38	\$56.49
Subscriber, spouse and child(ren)	\$90.10	\$91.90
Overall Percent Change	2.00%	

Rating Requirements
Tied to medical: No
Covered Persons choosing this dental plan are required to remain enrolled for a period of 12 months. Should a Covered Person choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Rating Assumptions
Rates do not include any applicable claims taxes. The rates are valid only for the effective date noted above and are guaranteed for a one year contract.
Self-billing is not allowed and you agree to pay as invoiced each month.
Subscriber materials which are produced by Delta Dental will be updated and provided when plan changes apply and are always available to view or print at https://www.DeltaDentalKY.com .
Printed dentist directories are not included. You can find participating dentists on our website at https://www.DeltaDentalKY.com .
The plan specifications are subject to Delta Dental's standard exclusions and limitations, including: ➤ Oral exams (including evaluations by a specialist) are payable twice per calendar year. Limited oral evaluations for a specific problem or complaint are also payable twice in the same calendar year. ➤ Prophylaxes (cleanings) are payable twice per calendar year. Two additional periodontal maintenance procedures are payable once per calendar year for individuals with a documented history of periodontal disease. Full mouth debridement is payable once in a lifetime. ➤ People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment. ➤ Fluoride treatments are payable once per calendar year for people age 18 and under. ➤ Space maintainers are payable once per area per lifetime for people age 13 and under. ➤ Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any five-year period. ➤ Sealants are payable once per tooth per two-year period for first and second permanent molars for people age 15 and under. The surface must be free from decay and restorations. ➤ Payment for crowns, inlays, and onlays are payable once per tooth in any five-year period. Stainless steel crowns are payable once per tooth in any two-year period on primary teeth only. ➤ Composite resin (white) restorations are payable on posterior teeth. ➤ Root canal treatment is inclusive of periapical X-rays, cultures, follow-up care, treatments, pulpotomy or pulpectomy, and routine post-operative procedures. Separate charges are not Covered Services for these procedures. Retreatment is payable two years after the initial treatment. ➤ Denture and/or bridge replacement is payable five-years post initial place. Replacement is not a Covered Service for lost or stolen dentures and/or bridges. Interim dentures are payable only for people under age 17 to replace extracted anterior permanent teeth. ➤ The initial installation of any prosthodontic service to replace missing teeth or teeth that were lost before coverage began, including congenitally missing teeth is not payable. Replacements of existing appliances can be considered. ➤ Fixed bridges or removable cast partials are payable only for Eligible Dependents over age 16. Services and appliances that replace missing natural teeth (such as bridges, endosteal implants, implant crowns, partial dentures, and complete dentures) may be subject to an Alternate Benefit. ➤ Porcelain and resin facings on bridges are payable on posterior teeth. ➤ Implants are payable once per tooth in any five-year period. Implant related services are Covered Services. ➤ Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

Fully Insured Renewal



City of Paducah

Group Number(s): W29698

Effective Date: 01/01/2023-12/31/2024

Renewal					Total
Core Plan Blue View Vision Voluntary Group Size: 250-499 Option 25					

Frequency	Full Service				
Exam	12 months				
Lenses	12 months				
Frames	24 months				
Contact Lenses	12 months				

In Network Copayments					
Exam	\$10.00				
Materials	\$10.00				

In Network Plan Allowance					
Frame Allowance	\$130				
Contact Lens Allowance	\$130				

ENROLLMENT					
Subscriber Only	100				
Subscriber + Spouse	37				
Subscriber + Child	9				
Subscriber + Children	26				
Subscriber + Family	52				
Total Number of Contracts	224				

RATES					
Subscriber Only	\$6.97				
Subscriber + Spouse	\$12.20				
Subscriber + Child	\$13.26				
Subscriber + Children	\$13.26				
Subscriber + Family	\$20.24				
Total Monthly Premium	\$2,664.98				
Total Annual Premium	\$31,979.76				
% Rate Increase	6.00%				

NOTES: Benefits may be subject to approval by CET.

Rates are guaranteed for 2023 and 2024

RATES ARE NET OF COMMISSIONS

Authorized Signature

Authorized Signature

Authorized Signature

Authorized Signature

Date

Date

Date

Date

(10/03)

Refer to your sales brochure(s) for benefit details and limitations. This benefit description is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Agenda Action Form

Paducah City Commission

Meeting Date: October 11, 2022

Short Title: Stop Loss Insurance with Voya Financial Advisors, Inc.- **PEEL & HOLLAND**

Category: Municipal Order

Staff Work By: Stefanie Wilcox
Presentation By: Peel & Holland

Background Information: Since January 1, 2011, the City of Paducah has purchased stop loss insurance with Anthem to protect the City's health insurance plan in the event of a catastrophic claim(s). It is recommended, for the 2023 plan year beginning on January 1, 2023, the Commission adopt an agreement with Voya Financial Advisors, Inc. to purchase stop loss insurance which is set at a \$175,000 maximum city liability per person (individual stop loss), Voya assumes liability for all claims in excess of this amount, and \$2,652,196.00 maximum city liability of total claims combined (aggregate stop loss limit), Voya assumes liability for all claims in excess of the aggregate total up to \$1,000,000. Premium rates are \$87.60 per member per month for individual stop loss insurance, in which there is a decrease of 8.2% from last year, and \$6.87 per member per month for aggregate stop loss insurance, which stayed the same from last year.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize the Mayor to execute a Stop Loss Agreement and any other documents related to such with Voya Financial Services, Inc. for stop loss and aggregate insurance coverage.

Attachments:

1. MO health ins-stop loss coverage – Voya- 2023
2. Voya Proposal_City of Paducah-01-01-2023>NNLRC w signature lines

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING THE RATES FOR STOP LOSS INSURANCE COVERAGE, AUTHORIZING AN AGREEMENT WITH VOYA FINANCIAL ADVISORS, INC., FOR THE CITY OF PADUCAH, KENTUCKY FOR THE 2023 CALENDAR YEAR AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

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

SECTION 1. That the City of Paducah accepts the rates offered through Voya Financial Advisors, Inc., for Stop Loss Insurance Coverage for the group health insurance plan for the City of Paducah, Kentucky. Effective January 1, 2023. The stop loss rates are as follows:

- 1) Individual Stop Loss - \$175,000 maximum City liability per person with a monthly rate of \$87.60 per member; and
- 2) Aggregate Stop Loss - \$2,652,196 maximum City liability of total claims combined with a monthly rate of \$6.87 per member. Voya assumes liability for all claims in excess of the aggregate total up to \$1,000,000.

SECTION 2. The Mayor is hereby authorized to execute all documents relating to stop loss insurance coverage as authorized in Sections 1 above.

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, October 11, 2022
Recorded by Lindsay Parish, City Clerk, October 11, 2022
\\mo.\health ins-stop loss coverage – Voya- 2023



A Stop Loss Insurance Proposal for:

City of Paducah

September 19, 2022

Presented To:

Stealth Partner Group

Presented By:

Hannah Smith

Voya Employee Benefits

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A Proposal for City of Paducah

Our products help protect America's retirement assets

As an industry leader and advocate for greater retirement readiness, Voya Financial® is committed to delivering on our vision to be America's Retirement Company® and our mission to make a secure financial future possible — one person, one family and one institution at a time. As part of that vision, Voya Employee Benefits offers insurance products to help protect those retirement assets through our insurer, ReliaStar Life Insurance Company, a member of the Voya® family of companies.

One of the nation's largest direct writers of excess risk (stop loss) insurance for more than 40 years, Voya Employee Benefits, a division of ReliaStar Life Insurance Company, also offers group life, voluntary and disability income insurance products through employers. In 2019, we introduced Health Savings and Spending Accounts to our financial wellness offerings. By combining our extensive product portfolio with our benefits expertise, we are able to solve common business issues such as: benefit plan program design, cost management issues, human resources administration, and employee recruitment and retention.

Why work with us

With our consulting expertise and administrative capabilities, we can help you plan, design and deliver the solution your client needs in order to offer a cost-effective benefits package.

Stop Loss Insurance: Self-funded employers can better manage their financial risk and preserve their assets following a catastrophic health claim. And, since we're a direct writer, our claims process allows for faster reimbursement. With our proprietary data on catastrophic claims, we're able to analyze the employer's size, industry and region, then show how other similar self-funding businesses mitigate their financial risks.

- Individual and aggregate excess risk insurance
- Flexible run-in and run-out options

Voluntary Insurance benefits: Our suite of voluntary benefits, Critical Illness¹, Accident, and Hospital Confinement Indemnity Insurance, can help employees and their families cover their out-of-pocket medical costs. These are limited benefit policies. They are not health insurance and do not satisfy the requirement of minimum essential coverage under the Affordable Care Act.

- True group products, designed to integrate enrollment and administration to complement an employer's core benefit offerings
- Products can be included on virtually any enrollment platform or benefits administration system
- Client can be the system of record - there are no tedious list bills to review or reconcile month-to-month and, no missed deduction letters are sent out

Life Insurance: Group and voluntary options help employees provide financial protection for their loved ones.

- Accelerated death benefit payable while living, including the option for monthly payments to help offset the costs of continuous confinement in an institution, such as a hospital, nursing home or extended care facility
- Expedited benefit payment for amounts up to \$200,000
- Extensive range of Accidental Death and Dismemberment (AD&D) benefits

Disability Income coverage: Fully-integrated products create seamless transitions between short and long-term disability claims. A dedicated claims manager also simplifies the process.

- Fully-insured, self-funded and voluntary group Short Term and Long Term Disability Income coverages
- Voya Absence Resources services can be added for administration of the employer's absence management program (Voya Absence Resources services are provided by FMLASource®, Inc.)

¹Critical Illness is known as Specified Disease in some states.

This is a summary only. The policy, certificate and riders should be reviewed for complete provisions, conditions on benefit determination, exclusions and limitations. Product availability and specific provisions may vary by state.

Stop Loss Proposal for City of Paducah

Individual Excess Risk Insurance

Plan Description		Option 1	Option 2	Option 3
Plan Effective Date		January 1, 2023	January 1, 2023	January 1, 2023
Coverages		Medical, Rx	Medical, Rx	Medical, Rx
Individual Deductible		\$ 175,000	\$ 200,000	\$ 225,000
Policy Year Maximum		Unlimited	Unlimited	Unlimited
Lifetime Maximum		Unlimited	Unlimited	Unlimited
Coverage Period		24/12	24/12	24/12
Benefit Percentage		100%	100%	100%
Rates Include Commissions of:		None	None	None
Endorsements				
Renewal Rate Cap		50.00 %	50.00 %	50.00 %
Individual Advanced Funding		Included	Included	Included
Plan Mirroring Coordination		Included	Included	Included
Coverage Description	Enrollment			
Composite	281	\$ 87.60	\$ 71.67	\$ 61.50
Cost				
Estimated Monthly Costs		\$ 24,616	\$ 20,139	\$ 17,282
Estimated Annual Costs		\$ 295,387	\$ 241,671	\$ 207,378

Signature: _____

Date: _____

Option #1

Aggregate Excess Risk Insurance

Plan Description		Option 1	Option 2	Option 3
Plan Effective Date		January 1, 2023	January 1, 2023	January 1, 2023
Coverages		Medical, Rx	Medical, Rx	Medical, Rx
Aggregate Adjustment Corridor		125 %	125 %	125 %
Individual Deductible		\$ 175,000	\$ 200,000	\$ 225,000
Maximum Annual Reimbursement		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Coverage Period		24/12	24/12	24/12
Rates Include Commissions of:		None	None	None
Coverage Description	Enrollment			
Composite	281	\$ 6.87	\$ 7.41	\$ 7.90
Monthly Aggregate Corridor*				
PEPM	281	\$ 805.97	\$ 818.01	\$ 825.91
Minimum Annual Aggregate Deductible		\$ 2,310,071	\$ 2,344,581	\$ 2,367,224

***Monthly Aggregate Corridor means the Monthly Aggregate Factor (amount of expected claims per month per covered person) multiplied by the Aggregate Adjustment Corridor.**

Signature: _____

Date: _____

Option #1

A Proposal for City of Paducah

Account Assumptions

Situs State	Kentucky
Network	2023-01 BlueCross BlueShield (State)
Individual Excess Risk Rate Guarantee	12 months
Claim Administrator	Anthem Blue Cross Blue Shield (KY)
Actively-at-Work	Waived
Proposal Expiration	October 12, 2022

This is a summary of certain benefit and rating features associated with this offer. A complete description of benefits, limitations, exclusions and termination of coverage will be provided in the group policy and endorsements. If there is any discrepancy between this document and the group policy documents, the policy documents will govern. To keep coverage in force, premiums are payable up to the date of policy termination. Excess Risk (Stop Loss) Insurance is underwritten by ReliaStar Life Insurance Company (Minneapolis, MN), a member of the Voya® family of companies. Policy form #: RL-SL-POL-2013. Form numbers, provisions and availability may vary by state.

Product Assumptions

The following apply to all quoted plans:

- No fully insured lives are covered.
- In addition to base commissions, certain brokers and/or service providers may receive compensation related to factors such as overall sales of Company products, total premium for products sold through the broker/service provider, growth in the number of customers, and retention of existing customers. Compensation and fees may also be paid to brokers and/or service providers for administrative services in connection with Company products. Please contact us if you would like additional detail on compensation and fees payable on your case.
- Quote assumes pharmacy benefits are not carved out to a separate Pharmacy Benefit Manager.
- Plan designs and contribution levels are assumed as submitted to underwriting. Any changes may require an adjustment to the individual excess risk rates and/or monthly aggregate corridor.
- Plan must have medical case management and utilization review.
- All claims are reported/paid in U.S. dollars.
- The monthly aggregate corridor cannot be finalized more than 90 days prior to the effective date. Claims data must include a minimum of 9 months in the most recent experience period.
- Any costs charged by the claim administrator for reports required to substantiate claims will be paid by the employer.
- The proposal is based on the data submitted. Any changes to this data may allow us to modify the proposal.
- There is no coverage for retirees.
- We reserve the right to re-underwrite if an increase or decrease in the number of Covered Persons and Covered Dependents exceeds 15%.
- Premium rates were adjusted via filed and approved underwriting discretion in consideration of the carrier reporting fees assessed by the PBM or TPA, which are directly associated with the claims information we require to administer our Policy.
- Renewal Rate Cap Endorsement guarantees your subsequent year's renewal will be capped at 50% and no new individual adjusted deductible will apply (laser free renewal).
- Rates are firm through October 12, 2022 date.

A Proposal for City of Paducah

Stop Loss Insurance Exclusions and Limitations and Disclosure Information

Eligible excess risk expenses do not include the following, whether or not such expenses are covered under the employee benefit plan, unless otherwise specifically included in the Excess Risk Schedule. These may vary by state and by group.

- Any portion of an expense that you are not obligated to pay under the employee benefit plan, or that is reimbursable to you pursuant to or because of another group health benefit program; or the covered person or covered dependent is covered under, or eligible for, Medicare, the Railroad Retirement Program, Worker's Compensation, or any similar federal, state or local program or statute; or any coordination of benefits or non-duplication of benefits provision of the employee benefit plan;
- Benefits paid under the employee benefit plan that are in excess of usual and customary charges;
- Expenses associated with the administration of the employee benefit plan including, but not limited to, claim payment fees, PPO access fees, premium functions, medical review and consultant fees unless otherwise payable under the Reimbursement of Certain Fees provision;
- Expenses paid by you or the claim administrator relating to any litigation concerning the employee benefit plan, including, but not limited to, attorneys' fees, legal or investigative expenses, expert fees, extra-contractual damages, compensatory damages and punitive damages;
- Benefits paid for expenses incurred outside of the U.S. except in emergency situations. Emergency situations are defined as instances of a serious injury, the onset of a serious condition that requires immediate medical intervention to prevent death, or a serious impairment of health. Emergencies do not include elective care or care of minor illness or injury;
- Expenses that are experimental or investigational; or
- Benefits paid under the employee benefit plan for individuals who should have been, but were not, included in the most recent Disclosure Agreement.

The Disclosure Reports must be provided to us no earlier than 90 calendar days prior to the policy's effective date or renewal date, as applicable. Should we require any additional information, we will notify the plan sponsor and/or its designated representative in writing no later than 20 calendar days following receipt of the Disclosure Reports. Any firm quote is void unless accepted by the plan sponsor in writing within 35 days from the date we have provided a firm quote.

A Proposal for City of Paducah

Definitions

Stop Loss Insurance Terms (may vary by state)

The following section provides a brief overview of Stop Loss Insurance endorsements. Benefit provisions may vary by state and endorsements may not be available in all states. Please ask your Voya Employee Benefits Sales Representative for more information.

Stop Loss Endorsements	
Renewal Rate Cap	Upon contract renewal, premium will not exceed an agreed upon percentage. Also, no new Individual Adjusted Deductible will apply (laser free).
Plan Mirroring Coordination	Allows for reimbursement of eligible expenses that are covered under the employee benefit plan.
Individual Advanced Funding	Allows for advanced reimbursement for eligible individual claims that exceed the individual deductible.

Endorsement Form numbers (may vary by state):

- Individual Advanced Funding Endorsement form -SL-IAF-2013
- Plan Mirroring Coordination Endorsement form -SL-PM-2013
- Renewal Rate Cap Endorsement form -SL-RRC-2013

A Proposal for City of Paducah

About Voya Financial®

Voya Financial, Inc. (NYSE: VOYA), helps Americans plan, invest and protect their savings - to get ready to retire better. Serving the financial needs of approximately 13.8 million individual and institutional customers in the United States, Voya is a **Fortune 500** company that had \$8.5 billion in revenue in 2018. The company had \$467 billion in total assets under management and administration as of December 31, 2018. With a clear mission to make a secure financial future possible - one person, one family, one institution at a time - Voya's vision is to be America's Retirement Company®. Certified as a "Great Place to Work" by the Great Place to Work® Institute, Voya is equally committed to conducting business in a way that is socially, environmentally, economically and ethically responsible and has been recognized as one of the 2019 World's Most Ethical Companies® by the Ethisphere Institute, as well as one of the Top Green Companies in the U.S., by **Newsweek** magazine. For more information, visit voya.com. Follow Voya Financial on [Facebook](https://www.facebook.com/VoyaFinancial) and Twitter [@Voya](https://twitter.com/Voya).

Voya's Employee Benefits business is a top provider of stop loss coverage in the U.S. In addition, Voya provides a comprehensive and highly flexible portfolio of life, disability, voluntary insurance products and health savings and spending accounts to businesses covering 6.2 million individuals through the workplace. The business has more than 90 years of experience in the design, implementation and administration of employee benefit plans, and offers a full range of voluntary products that include critical illness, accident and hospital confinement indemnity insurance.

Awards and Accolades

2019 World's Most Ethical Companies®

Ethisphere Institute

In 2019, Voya was honored as a **2019 World's Most Ethical Companies®** by the Ethisphere Institute, a global leader in defining and advancing the standards of ethical business practices, for the sixth consecutive year.

Best Places to Work for LGBT Equality

Human Rights Campaign, Corporate Equality Index Perfect Score

For the 13th consecutive year, Voya has received a perfect score of 100% on the Human Rights Campaign (HRC) Foundation's 2018 Corporate Equality Index (CEI). This survey assesses American workplaces on lesbian, gay, bisexual and transgender (LGBT) equality. To achieve a perfect score and the distinction of "Best Places to Work for LGBT Equality," companies must have fully inclusive equal employment opportunity policies, provide equal employment benefits, demonstrate organizational LGBT competency, evidence their commitment to equality publicly and exercise responsible citizenship.

Agenda Action Form

Paducah City Commission

Meeting Date: October 11, 2022

Short Title: Approve the renewal of Group Life Insurance with Mutual of Omaha effective January 1, 2023 -
PEEL & HOLLAND

Category: Municipal Order

Staff Work By: Stefanie Wilcox
Presentation By: Peel & Holland

Background Information: The City currently uses Mutual of Omaha to provide employees with group life insurance and offers other voluntary life insurance products to employees. Mutual of Omaha also provides our Employee Assistance Program (EAP) at no extra charge, allowing employees and their household members six counseling sessions per year. The City had a 2-year hold rate. The renewal effective January 1, 2023, offers all the same products for an annual amount of \$50,276.16

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: Sign an agreement to provide life insurance and EAP services to employees with Mutual of Omaha.

Attachments:

1. MO - Group Life Insurance Mutual of Omaha 2023
2. City of Paducah 2023 Mutual of Omaha w signature

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING AND ADOPTING THE GROUP LIFE INSURANCE BENEFITS PROPOSAL WITH MUTUAL OF OMAHA IN A TOTAL ANNUAL GROUP PREMIUM AMOUNT OF \$50,276.16 FOR EMPLOYEES OF THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

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

SECTION 1. That the City of Paducah approves and adopts the following group life insurance premiums for employees of the City of Paducah:

LIFE

CURRENT MONTHLY PREMIUM	RENEWAL MONTHLY PREMIUM	RENEWAL MONTHLY PREMIUM CHANGE
\$3,788.07	\$4,079.46	\$291.39

AD&D

CURRENT MONTHLY PREMIUM	RENEWAL MONTHLY PREMIUM	RENEWAL MONTHLY PREMIUM CHANGE
\$110.25	\$110.25	\$0.00

SECTION 2. That the City of Paducah hereby accepts and approves the Group Insurance Renewal with Mutual of Omaha Insurance Company, for Basic Term Life and AD&D, Voluntary Term Life and AD&D, and the Employee Assistance Program (EAP) for the employees of the City of Paducah and authorizes the Mayor to execute all documents related to same.

SECTION 3. That the premiums for the Group Life Insurance Plan, for employees of the City of Paducah, adopted in Section 1 & 2 above, shall become effective January 1, 2023.

SECTION 4. This expenditure will be charged to various accounts.

SECTION 5. 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, October 11, 2022

Recorded by Lindsay Parish, City Clerk, October 11, 2022

\mo\Group Life Insurance Mutual of Omaha 2023



Renewal Information and Exhibits

Prepared For:

City of Paducah

Group ID: G000BVFL

Renewal Effective Date: January 1, 2023



Thank you for choosing Mutual of Omaha Insurance Company or one of its affiliates, as City of Paducah's benefits provider. It has been our pleasure to provide City of Paducah with group benefits and services that are unique to its needs. We are committed to providing unparalleled service that will meet the needs of our customers.

Each renewal period, we analyze current benefit and rate structures to determine the appropriate rates for continued group insurance protection for your valued employees. This process includes recalculation of the premium rates to reflect factors like:

- Plan features
- Demographics
- Experience
- Any adjustments to our underlying rate structure

Based on our review, please find below the renewal rates for City of Paducah's benefit plans. We appreciate your business and look forward to the continued opportunity to meet your group insurance needs.

Renewal Contact Information

Jenni Kremer
Sr Renewal Executive
Nashville Group Office
615/416-6473
Jenni.Kremer@mutualofomaha.com



CITY OF PADUCAH

LIFE AND AD&D

Rate Guarantee Period - January 1, 2023 to January 1, 2025

Additional Value Added Services Included - Employee Assistance Program (EAP), Travel Assistance/Identity Theft Assistance

Life

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$3,788.07	\$4,079.46	\$291.39

Class Description

All Eligible Active City Managers

All Other Eligible Active Employees

All Eligible Retirees (Closed Class)

All Eligible Active AFSCME Employees

All Eligible Active Police Employees

All Eligible Active Fire Employees

Employee Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
443	\$4,856,500	\$0.78	\$0.84

AD&D

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$110.25	\$110.25	\$0.00

Class Description

All Eligible Active City Managers

All Other Eligible Active Employees

All Eligible Retirees (Closed Class)

All Eligible Active AFSCME Employees

Class Description

All Eligible Active Police Employees
All Eligible Active Fire Employees

Employee Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
147	\$5,512,500	\$0.02	\$0.02



CITY OF PADUCAH

VOLUNTARY LIFE AND AD&D

Rate Guarantee Period - January 1, 2023 to January 1, 2025

Voluntary Life

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$2,508.80	\$2,508.80	\$0.00

Class Description

All Eligible Active Employees

Employee & Spouse Rate Basis - per \$1,000

Age of Employee	Lives	Volume	Current Rate	Renewal Rate
Less than 24	0	\$0	\$0.09	\$0.09
25-29	11	\$1,320,000	\$0.09	\$0.09
30-34	10	\$1,340,000	\$0.10	\$0.10
35-39	15	\$1,880,000	\$0.12	\$0.12
40-44	8	\$980,000	\$0.19	\$0.19
45-49	6	\$420,000	\$0.32	\$0.32
50-54	12	\$1,380,000	\$0.53	\$0.53
55-59	6	\$340,000	\$0.82	\$0.82
60-64	4	\$290,000	\$1.29	\$1.29
65-69	2	\$130,000	\$2.31	\$2.31
70-74	0	\$0	\$4.13	\$4.13
75-79	0	\$0	\$6.81	\$6.81
80-84	0	\$0	\$13.80	\$13.80
85-89	0	\$0	\$13.80	\$13.80
90-100	0	\$0	\$13.80	\$13.80

Child(ren) Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
18	\$180,000	\$0.14	\$0.14

Voluntary AD&D

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$404.00	\$404.00	\$0.00

Class Description

All Eligible Active Employees

Employee & Spouse Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
74	\$8,080,000	\$0.05	\$0.05

Signature: _____

Date: _____

Agenda Action Form

Paducah City Commission

Meeting Date: October 11, 2022

Short Title: Approve the City Manager and Parks & Recreation Director as the City of Paducah's appointments to the Project Working Group for the Athletic Complex Project - **D. JORDAN**

Category: Municipal Order

Staff Work By: Daron Jordan, Lindsay Parish, Amie Clark

Presentation By: Daron Jordan

Background Information: On September 7, 2022, the City of Paducah approved an Interlocal Cooperation Agreement with the McCracken County Sports Tourism Commission and McCracken County Fiscal Court for the Athletic Complex. Section 1.4 of the Interlocal Agreement authorizes the development of a project working group which allows the City to designate up to two (2) individuals to serve on the working group as representatives of the City. This Municipal Order directs that the City's appointments to the working group shall be the City Manager (or his proxy/designee) and the Director of Parks & Recreation (or her proxy/designee).

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

If yes, please list the Commission Priority: CI - Outdoor Sports Facilities - Bluegrass Downs and Stuart Nelson Park

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. MO - Athletic Complex Working Group City Manager and Parks Director Appointment

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING DESIGNATING THE CITY
MANAGER AND DIRECTOR OF PARKS & RECREATION AS THE CITY OF
PADUCAH'S APPOINTMENTS TO THE ATHLETIC COMPLEX PROJECT WORKING
GROUP

WHEREAS, on September 7, 2022, the City of Paducah approved an Interlocal
Cooperation Agreement with the McCracken County Sports Tourism Commission and
McCracken County Fiscal Court for the Athletic Complex; and

WHEREAS, Section 1.4 of the Interlocal Agreement authorizes the development
of a project working group which allows the City to designate up to two (2) individuals to serve
on the working group as representatives of the City; and

WHEREAS, the City wishes to appoint the City Manager and the Director of
Parks & Recreation to the Working Group.

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

SECTION 1. That the City hereby designates the City Manager and the Director
of Parks & Recreation as the City of Paducah's appointments to the Athletic Complex Project
Working Group. If for any reason the City Manager or the Director of Parks & Recreation is
unable to attend any meeting of the working group, each appointee may designate a proxy to
attend the meeting and act on their behalf.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Agenda Action Form

Paducah City Commission

Meeting Date: October 11, 2022

Short Title: Authorize the City Manager to issue a Request for Proposals for Telecommunications Franchises
- **M. SMOLEN**

Category: Municipal Order

Staff Work By: Michelle Smolen, Daron Jordan, Lindsay Parish, Rick Murphy, Jonathan Perkins

Presentation By: Michelle Smolen

Background Information: On August 9, 2022, the City Commission adopted Ordinance No. 2022-08-8745 which repealed and replaced Chapter 108 "Telecommunications" of the Code of Ordinances of the City of Paducah. The City is now ready to issue a Request for Proposals for the creation of telecommunication franchises within the City of Paducah. This Municipal Order authorizes and directs the City Manager to issue and advertise a Request for Proposals for non-exclusive telecommunications franchises in accordance with Ordinance No. 2022-08-8745. All recommended franchise agreements will be brought back to the City Commission for approval and execution at the conclusion of the RFP review process.

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

If yes, please list the Commission Priority:

Communications Plan: The RFP will be advertised on the City website, published in the Paducah Sun, and sent to known potential franchisees.

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. MO - RFP – Telecommunications Franchise 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY MANAGER TO INITIATE A REQUEST FOR PROPOSALS FOR A NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE IN PADUCAH, KENTUCKY, IN ACCORDANCE WITH CHAPTER 108 "TELECOMMUNICATIONS" OF THE CODE OF ORDINANCES

WHEREAS, on August 9, 2022, the City Commission adopted Ordinance No. 2022-08-8745 which repealed and replaced Chapter 108 "Telecommunications" of the Code of Ordinances of the City of Paducah; and

WHEREAS, the City is now ready to issue a Request for Proposals for the creation of non-exclusive telecommunication franchises within the City of Paducah.

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

SECTION 1. That the City Manager is hereby authorized and directed to develop, advertise and initiate a Request for Proposals for the purpose of soliciting non-exclusive telecommunication franchises within the City of Paducah.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 11, 2022
Recorded by Lindsay Parish, City Clerk, October 11, 2022
MO\RFP – Telecommunications Franchise 2022

Agenda Action Form

Paducah City Commission

Meeting Date: October 11, 2022

Short Title: Authorize the City Manager to issue a Request for Proposals for the Development of 318 Broadway Street - Kresge Site - **D. JORDAN & N. HUTCHISON**

Category: Municipal Order

Staff Work By: Nicholas Hutchison, Daron Jordan

Presentation By: Daron Jordan, Nicholas Hutchison

Background Information: This Municipal Order authorizes the City Manager to issue a Request for Proposals from qualified firms for the opportunity to purchase and develop City-owned property located at 318 Broadway Street. The City acquired the site following condemnation of a building (former Kresge Building) located there and has recently demolished the building, clearing space for development. The site is 17,250 square feet (0.39 acres) with 98.75 feet of available storefront facing the well-trafficked Broadway Street.

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

If yes, please list the Commission Priority: Beautification & Downtown

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. MO RFP – 318 Broadway Street Kresge RFP Authorization

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AND DIRECTING THE CITY
MANAGER TO INITIATE A REQUEST FOR PROPOSALS FOR DEVELOPMENT OF
THE PROPERTY AT 318 BROADWAY STREET

WHEREAS, the City acquired the site located at 318 Broadway Street
following condemnation of a building (former Kresge building); and

WHEREAS, the building has recently demolished which has cleared space for
development; and

WHEREAS, the City now wishes to issue a Request for Proposals for the
purchase and development of the site.

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

SECTION 1. That the City Manager is hereby authorized and directed to
develop, advertise and initiate a Request for Proposals for the purchase and development of
318 Broadway Street.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 11, 2022
Recorded by Lindsay Parish, City Clerk, October 11, 2022
MOVRFP – 318 Broadway Street Kresge RFP Authorization

Agenda Action Form

Paducah City Commission

Meeting Date: October 11, 2022

Short Title: Approve the closing of a 20' wide, 192' long alley west of Cruse Avenue between North 32nd Street and Marianne Drive - **R. MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Josh Sommer

Presentation By: Rick Murphy

Background Information: The following adjacent property owner has submitted an executed application requesting the closure of 20' wide, 192' long alley between 695 Cruse Avenue and 723 Cruse Avenue between North 32nd Street and Marianne Drive

Jim Chapman

On September 8 2022, the Paducah Planning Commission held a public hearing and made a positive recommendation to the City Commission for the closure. All of the utility companies have agreed to this closure.

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: To adopt an ordinance authorizing the closure of a 20' wide, 192' long alley between 695 Cruse Avenue and 723 Cruse Avenue between North 32nd Street and Marianne Drive and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owner.

Attachments:

1. ORD - alley – Cruse Avenue between North 32nd Street and Marianne Drive
2. Alley Closure_Cruse Ave 695-723_Plat
3. Alley Closure_Cruse Ave 695-723_Application
4. Alley Closure_Cruse Ave 695-723_PC Resolution (1)

AN ORDINANCE PROVIDING FOR THE CLOSING OF A 20' WIDE, 192' LONG ALLEY WEST OF CRUSE AVENUE BETWEEN NORTH 32ND STREET AND MARIANNE DRIVE; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah does hereby authorize the closing of a 20' wide, 192' long alley between 695 Cruse Avenue and 723 Cruse Avenue between North 32nd Street and Marianne Drive, as follows:

20' ALLEY CLOSURE - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Cruse Avenue and south of Marianne Drive, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½" rebar and cap stamped "BFW KJW #3445" (set), being 25.0 ft. west from the centerline of Cruse Avenue and 755.5 ft. south of the centerline of Marianne Drive, said point also being in the north line of a 20' alley, said point also being the southeast corner of the TC-3 LLC property (recorded in Deed Book 1343, Page 356);

Thence with the west right-of-way of Cruse Avenue, S1°54'04"W a distance of 20.00 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (set), said point being in the south line of a 20' alley, said point also being the northeast corner of the TC-3 LLC property (recorded in Deed Book 1463, Page 169);

Thence leaving the above said right-of-way and along the south line of above said 20' alley, N88°05'56"W a distance of 192.00 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (set), said point being the northwest corner of the TC-3 LLC property (recorded in Deed Book 1463, Page 169), said point also being in the east right-of-way line of a 16' alley;

Thence along the above said east right-of-way of a 16' alley, N1°10'21"E a distance of 20.01 ft. to a pinched pipe (found), said point being in the north line of a 20' alley, said point also being the southwest corner of the TC-3 LLC property (recorded in Deed Book 1343, Page 356);

Thence along the north line of above said 20' alley, S88°05'43"E a distance of 192.25 ft. to the Point of Beginning.

The above described Tract contains 3,844 square feet (0.088 acres).

SECTION 2. In support of its decision to close the aforesaid public way, the Board of Commissioners hereby makes the following findings of fact:

a. Jim Chapman owns the property abutting the public way which the Board of Commissioners has authorized to be closed; and a Public Right-of-Way Closure Application and Guarantee has been filed.

b. On the 8th day of September, 2022, the Paducah Planning Commission of the City of Paducah adopted a resolution recommending to the Mayor and Board of Commissioners of the City of Paducah closure of the aforesaid alley and public way.

c. Jim Chapman is the only property owner in or abutting the public way; and therefore, have given his written and notarized consent to the closing as is evidenced by the Public Right-of-Way Closure Application attached hereto and made part hereof (Exhibit A).

SECTION 3. All requirements of KRS 82.405(1) and (2) having been met, the Board of Commissioners of the City of Paducah hereby concludes that the aforesaid public way, as described above, should be closed in accordance with the provisions of KRS 82.405.

SECTION 4. The Mayor is hereby authorized, empowered, and directed to execute all documents necessary related to the alley closing as authorized in Section 1 above.

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, September 27, 2022
Adopted by the Board of Commissioners,
Recorded by Lindsay Parish, City Clerk,
Published by The Paducah Sun,
\ord\eng\st close\alley – Cruse Avenue between North 32nd Street and Marianne Drive

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 No. _____, adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____.

City Clerk

PROPERTY NOTES:

CLIENT:
TC-3 LLC
165 PALISADES CIRCLE
PADUCAH, KENTUCKY 42001

OWNERS:
TC-3 LLC
165 PALISADES CIRCLE
PADUCAH, KENTUCKY 42001

SOURCE OF TITLE:
DEED BOOK 1343, PAGE 356;
DEED BOOK 1463, PAGE 169

PLAT REFERENCES:
PLAT SECTION "A", PAGE 252

AREA SUMMARY:

TOTAL AREA:
3,844 SQUARE FEET
0.088 ACRES

INTENT:

THE INTENT OF THIS PLAT IS TO CLOSE A PORTION
OF A 20' ALLEY AS SHOWN HEREON.

FLOOD ZONE INFORMATION:

THIS PROPERTY IS LOCATED IN FLOOD ZONE X, "AREA OF
MINIMAL FLOOD HAZARD", AS SHOWN ON THE NATIONAL
FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO.
21145C0134F, EFFECTIVE NOVEMBER 2, 2011.

ZONING INFORMATION:

THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED "R-4"
ZONE "R-4" = HIGH DENSITY RESIDENTIAL ZONE.

MINIMUM YARD REQUIREMENTS:

1. FRONT YARD: 25 FEET
2. SIDE YARD: 6 FEET, UNLESS IT'S A PROFESSIONAL BUILDING,
THEN REVERT TO B-1 ZONE (SIDE).
3. REAR YARD: 25 FEET

MINIMUM AREA REQUIREMENTS:

1. MINIMUM LOT AREA, PER UNIT: 2,000 SQUARE FEET.
2. MINIMUM LOT WIDTH: 50 FEET.

MAXIMUM BUILDING HEIGHT:

NONE

MAXIMUM LOT COVERAGE:

NONE

MAYOR'S CERTIFICATE OF APPROVAL

IN ACCORDANCE WITH KENTUCKY REVISED STATUTES CHAPTER 82 AND BY
ORDINANCE # _____ I HEREBY CERTIFY THAT THE PUBLIC
WAY AS SHOWN ON THIS PLAT HAS BEEN OFFICIALLY CLOSED.

MAYOR, CITY OF PADUCAH
DATE _____

STATE OF KENTUCKY, COUNTY OF McCRACKEN CERTIFICATE OF
RECORDING

I HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LOGGED IN MY OFFICE FOR RECORD
AND THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATES IN
MY OFFICE. GIVEN UNDER MY SEAL THIS _____ DAY OF _____
AND RECORDED IN PLAT SECTION _____, PAGE _____

McCRACKEN COUNTY COURT CLERK
DEPUTY COURT CLERK

PLANNING AND ZONING CERTIFICATE OF APPROVAL

UNDER THE AUTHORITY PROVIDED BY CHAPTER 100 KENTUCKY REVISED STATUTES
ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, THIS PLAT
HAS BEEN GIVEN APPROVAL AND ACCEPTED AS FOLLOWS:

APPROVED BY PADUCAH, PLANNING AND ZONING COMMISSION AT A MEETING

HELD _____, 20____

CHAIRMAN OF THE PLANNING ZONING COMMISSION

SURVEYOR'S CERTIFICATE:

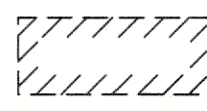
I DO HEREBY CERTIFY THAT THIS REPRESENTS A BOUNDARY
SURVEY AND COMPLIES WITH 201 KAR 18:150. AND THAT THE
BOUNDARY INFORMATION SHOWN HEREON WAS PERFORMED UNDER
MY DIRECT SUPERVISION BY USING REAL TIME KINEMATIC "RTK" GPS
(TRIMBLE R12/R8 GPS UNIT & TRIMBLE S5 ROBOTIC TOTAL
STATION). BEARINGS AND DISTANCES SHOWN HEREON ARE
COMPUTED USING GROUND COORDINATES. THE ACCURACY AND
PRECISION OF SAID SURVEY MEETS OR EXCEEDS SPECIFICATIONS OF
AN "URBAN" SURVEY.
DATE OF SURVEY: AUGUST 1, 2022

K. JETT WOOD, P.L.S. #3445
DATE _____

THIS PROPERTY IS SUBJECT TO ALL PREVIOUSLY CONVEYED
RIGHT-OF-WAYS AND EASEMENTS. THIS SURVEY WAS PERFORMED
WITHOUT THE BENEFIT OF A TITLE OPINION.

LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- ADJOINING PROPERTY LINE
- BUILDING
- ROADWAY CENTERLINE
- FENCE



EXISTING BUILDING

1/2" DIAMETER X 18" LONG REBAR & CAP
STAMPED "BFW KJW #3445" (SET)

BOUNDARY MARKER AS NOTED

MEASURED DISTANCE

RECORD DISTANCE



(IN FEET)

1 INCH = 20 FT

ROBERT & DARONDA TYLER
DEED BOOK 1061, PAGE 279
PLAT BOOK A, PAGE 252
(LOT NO. 10, 11, AND 12)

TC-3 LLC
DEED BOOK 1343, PAGE 356
TRACT VII, TRACT II
PLAT BOOK A, PAGE 252
(LOT NO. 9)

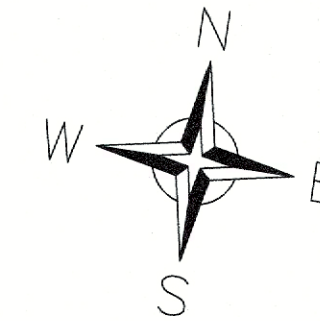
TC-3 LLC
DEED BOOK 1343, PAGE 356
TRACT VII, TRACT I
PLAT BOOK A, PAGE 252
(LOT NO. 8)

TC-3 LLC
DEED BOOK 1463, PAGE 169
PLAT BOOK A, PAGE 187
(LOT NO. 22)

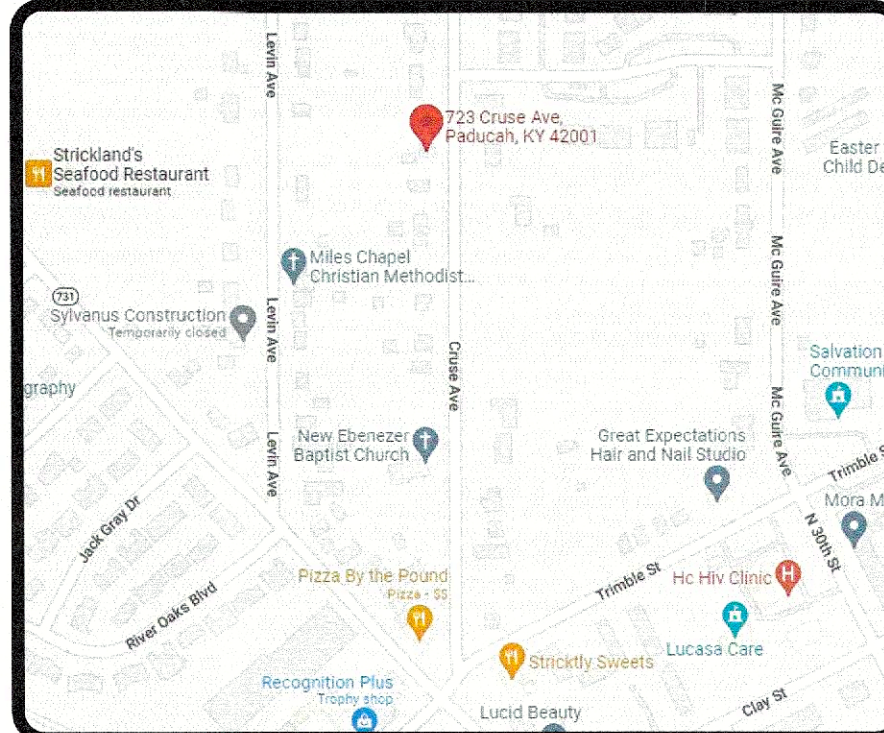
TC-3 LLC
DEED BOOK 1463, PAGE 169
PLAT BOOK A, PAGE 187
(LOT NO. 23)

ROBERT M. & MARILYN GARRARD
DEED BOOK 932, PAGE 670
TRACT I
PLAT BOOK A, PAGE 187
(LOT NO. 24)

ROBERT M. & MARILYN GARRARD
DEED BOOK 932, PAGE 670
TRACT II
PLAT BOOK A, PAGE 187
(LOT NO. 25)



BASED ON KENTUCKY STATE
PLANE COORDINATE SYSTEM
(SINGLE ZONE)



VICINITY MAP

UTILITY OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT WE THE UTILITY OWNER'S HEREBY ACKNOWLEDGES THE
PORTION OF PUBLIC WAY PROPOSED TO BE CLOSED AS SHOWN AND DESCRIBED HEREON
AND WILL NOT HAVE ANY EXISTING OR CURRENT INTEREST OF THE PUBLIC WAY
CONSIDERED FOR CLOSURE AS SHOWN AND DESCRIBED HEREON. ALL EXISTING UTILITY
LINES SHALL BE RELOCATED OR REMOVED WITHIN THE PROPOSED PORTION OF PUBLIC
WAY TO BE CLOSED.

PADUCAH WATER WORKS SIGNATURE _____ DATE (MM/DD/YYYY) _____

PADUCAH WATER WORKS TITLE _____

ATMOS ENERGY SIGNATURE _____ DATE (MM/DD/YYYY) _____

ATMOS ENERGY TITLE _____

PADUCAH POWER SYSTEM SIGNATURE _____ DATE _____

PADUCAH POWER SYSTEM TITLE _____

COMCAST CABLE SIGNATURE _____ DATE (MM/DD/YYYY) _____

COMCAST CABLE TITLE _____

AT&T SIGNATURE _____ DATE (MM/DD/YYYY) _____

AT&T TITLE _____

PADUCAH-McCRACKEN CO. JOINT SEWER AGENCY SIGNATURE _____ DATE (MM/DD/YYYY) _____

PADUCAH-McCRACKEN CO. JOINT SEWER AGENCY TITLE _____

CITY OF PADUCAH SIGNATURE _____ DATE (MM/DD/YYYY) _____

CITY OF PADUCAH TITLE _____

CERTIFICATE OF OWNERSHIP

"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 WITH MY (OUR)
FREE CONSENT."

OWNER'S SIGNATURE _____ DATE _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE
STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING
CERTIFICATE WAS THIS DAY PRESENTED TO ME BY _____
WHO THEN EXECUTED SAID CERTIFICATE IN MY PRESENCE AND ACKNOWLEDGED SAME TO BE A
FREE ACT AND DEED FOR THE PURPOSES STATED THEREIN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC SIGNATURE: _____

MY COMMISSION EXPIRES: _____

PROJECT NO. 22357		DATE: 7/27/2022	
DRAWN BY: KJW		CHECKED BY: KJW	
REV.	DESCRIPTION	BY	DATE
1	*	*	*
2			
3			
4			

BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.
500 SOUTH 17TH STREET
PADUCAH, KY 42001
PHONE: 270.443.1993
FAX: 270.443.1994
907 ARROW RD., SUITE 2
PADUCAH, KY 42003
PHONE: 270.443.1993
FAX: 270.443.1994

BFW

ALLEY CLOSURE

PROPERTY OF TC-3 LLC
CRUSE AVENUE
PADUCAH, KENTUCKY

FOR TC-3 LLC



CITY OF PADUCAH, KENTUCKY
PUBLIC RIGHT-OF-WAY CLOSURE APPLICATION

Date: 8-10-2022

Application is hereby made to the Mayor and Board of Commissioners for the closing of:

Public Right-of-Way: 20' public alley (west of Cruse Avenue)

Included herewith is a filing fee of Five Hundred Dollars (\$500) together with twenty (20) copies of a Plat showing the Public Right-of-Way to be closed. This Application indicating consent of the Public Right-of-Way closure, has been signed and notarized by all real property owners whose land adjoins the portion of Public Right-of-Way proposed to be closed. If the application is not signed by all adjoining real property owners, the "Public Right-of-Way Closure Guarantee" must be attached.

Respectfully submitted by all adjoining property owners:

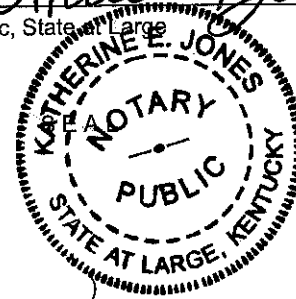
Jim Chapman
Signature of Property Owner
JIM CHAPMAN
Property Owner's Name Printed
2201 Broadway St
Address Paducah KY 42001

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 12 day of August, 2022
by Jim Chapman

My Commission expires August 24, 2024

Katherine E. Jones
Notary Public, State at Large



STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this ____ day of _____, 20____
by _____

My Commission expires _____

Notary Public, State at Large

Signature of Property Owner

Property Owner's Name Printed

Address

SEAL

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF A 20' WIDE, 192' LONG ALLEY WEST OF CRUSE AVENUE BETWEEN NORTH 32ND STREET AND MARIANNE DRIVE.

WHEREAS, a public hearing was held on September 8, 2022 by the Paducah Planning Commission after advertisement pursuant to law, and

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

WHEREAS, this Commission adopted a proposal to vacate and close a 20' wide, 192' long alley west of Cruse Avenue between North 32nd Street and Marianne Drive.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah to close said Rights-of-Way as follows:

20' ALLEY CLOSURE - LEGAL DESCRIPTION

A certain tract of land as surveyed by Kyrin Jett Wood, P.L.S.#3445 and being generally located on the west side of Cruse Avenue and south of Marianne Drive, in Paducah, McCracken County, Kentucky, more particularly described as follows:

Beginning at a ½" rebar and cap stamped "BFW KJW #3445" (set), being 25.0 ft. west from the centerline of Cruse Avenue and 755.5 ft. south of the centerline of Marianne Drive, said point also being in the north line of a 20' alley, said point also being the southeast corner of the TC-3 LLC property (recorded in Deed Book 1343, Page 356);

Thence with the west right-of-way of Cruse Avenue, S1°54'04"W a distance of 20.00 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (set), said point being in the south line of a 20' alley, said point also being the northeast corner of the TC-3 LLC property (recorded in Deed Book 1463, Page 169);

Thence leaving the above said right-of-way and along the south line of above said 20' alley, N88°05'56"W a distance of 192.00 ft. to a ½" rebar and cap stamped "BFW KJW #3445" (set), said point being the northwest corner of the TC-3 LLC property (recorded in Deed Book 1463, Page 169), said point also being in the east right-of-way line of a 16' alley;

Thence along the above said east right-of-way of a 16' alley, N1°10'21"E a distance of 20.01 ft. to a pinched pipe (found), said point being in the north line of a 20' alley, said point also being the southwest corner of the TC-3 LLC property (recorded in Deed Book 1343, Page 356);

Thence along the north line of above said 20' alley, S88°05'43"E a distance of 192.25 ft. to the Point of Beginning.

The above described Tract contains 3,844 square feet (0.088 acres).

SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

SECTION 3. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 4. Any agreements between the parties that are affected by the closure of these Right-of-Ways shall be forwarded to the Board of Commissioners with this Resolution.


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on September 8, 2022

Agenda Action Form

Paducah City Commission

Meeting Date: October 11, 2022

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

Category: Ordinance

Staff Work By: Josh Sommer
Presentation By: Josh Sommer

Background Information: The Paducah Planning Commission has forwarded a favorable recommendation to the Board of Commissioners to approve text changes to Section 126-32 Zoning of Annexed Land; Section 126-76 Sign regulations; Section 126-98 Accessory Dwelling Unit (ADU); Section 126-120 Neighborhood Services Zone, NSZ and Section 126-176 Planning Commission

Does this Agenda Action Item align with a Commission Priority? Yes
If yes, please list the Commission Priority: Community Growth & Housing

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval

Attachments:

1. ORD 126 Zoning Text Amendment – Annexed Land, signs, ADU, NSZ, Planning
2. Signed Resolution

T

TEXT AMENDMENT PADUCAH BOARD OF COMMISSIONERS

CASE NO.	TXT2022-0003
TITLES	126-32 Zoning of annexed land; 126-76 Sign regulations; 126-98 Accessory dwelling unit (ADU); 126-120 Neighborhood Services Zone, NSZ; 126-162 Planning Commission
DESCRIPTION	Text change to provide for: • Initial zoning policy upon annexation. • Clarify time limits for certain temporary signs. • Clarify sign size requirements in commercial and industrial zones. • Clarify the location of accessory dwellings units to be outside of a principal structure. • Add bed and breakfasts as a conditional use in the Neighborhood Services Zone. • Bring public hearing requirements into compliance with KRS 100 and KRS 424. • Change when development plans are needed in certain instances. • Remove the requirement for a sketch plan for the consideration of preliminary development plans in order to be more business friendly.

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 Board of Commissioners for the adoption of the following text amendments on September 8, 2022.

CONSIDERATIONS

Currently, newly annexed territory receives an automatic R-1 Low Density Residential Zone designation. However, it is staff's belief the R-1 Zone was to be temporary while a new zone is petitioned for. In order for the property to maintain the flexibility of uses pursuant to KRS 100.209, staff, working through legal counsel, hopes to establish zoning at the same time as annexations takes place.

The sign code currently has specific time limits for different temporary signs. In order to comply with *Reed v. Gilbert* to keep from signs being read to determine which kind of sign is present, uniform time limits have been applied to all temporary signs. Additionally, structures in commercial or industrial zones would be allowed to have at least one wall sign per façade, up to 20% of the total façade. To avoid confusion on signage calculations, a clarification has been made that the first 30 feet of height of a façade shall be utilized to calculate wall signage. Initially, it was construed it was 30 linear feet. This clarification helps to maintain scale, balance and viewshed.

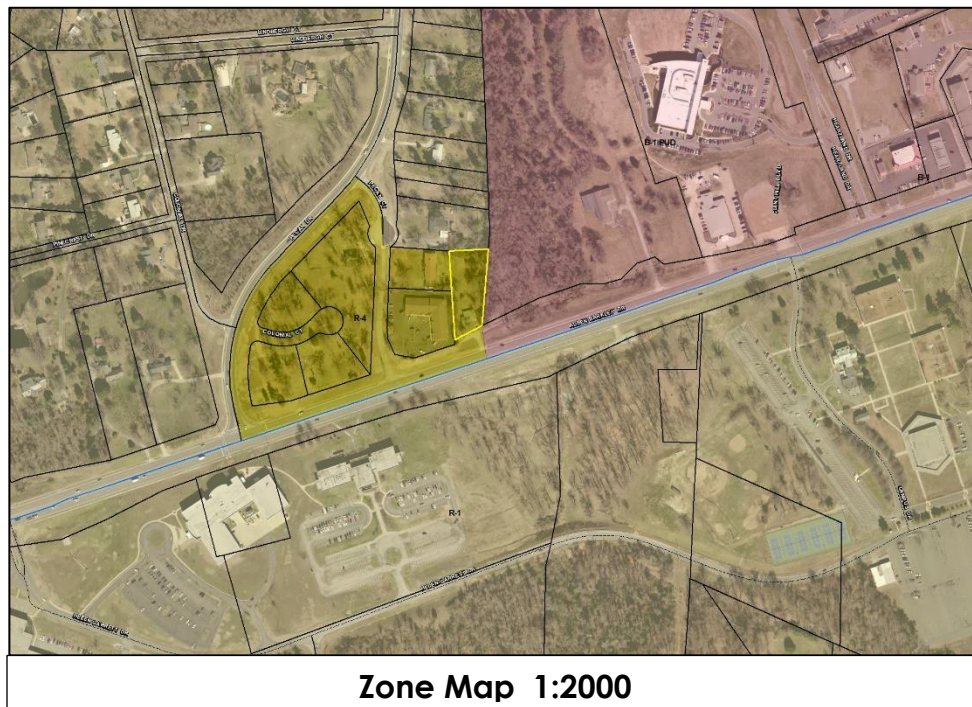
When the Accessory Dwelling Unit (ADU) text was adopted, it was the intent for ADUs to be separate structures. As currently written, a two-family structure could be construed to be a primary structure with an adjoined ADU. This text amendment clarifies the intent of the ADU regulations.

The Neighborhood Services Zone (NSZ) currently does not have bed and breakfasts as a conditional use. The NSZ has several principally permitted uses promulgating from the R-4 High Density Residential Zone, such as places of worship, multi-family dwellings, home occupations, professional offices and daycares. The NSZ also allows higher-intensity uses as conditional uses such as retail and restaurants.

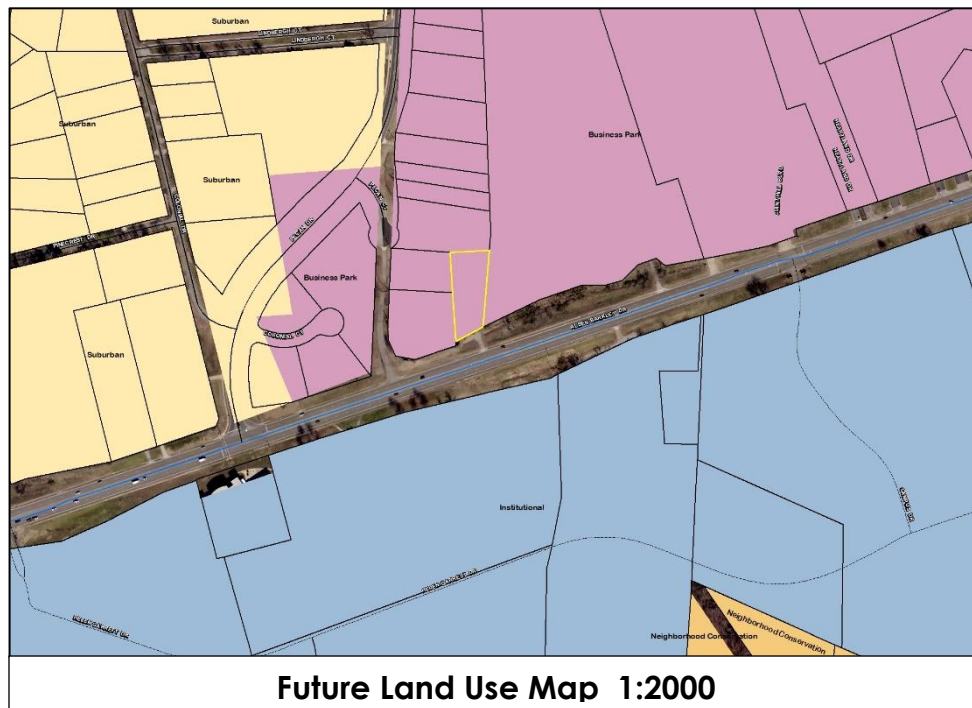
Since a bed and breakfast is a principally permitted use in the R-4 Zone, is it reasonable to conclude this type of land use be conditionally permitted in the NSZ due to other similar uses in the R-4 Zone and higher-intensity uses being conditionally approved. The Historic and Architectural Review Commission (HARC) is the body that approves conditional uses in the NSZ.

The Zoning Ordinance stipulates when development plans are required. However, it is staff's opinion that there are times when development plans should not be required in very limited cases. Most of the developments in rezoning cases, planned unit developments, multiple principal structures and locations in the MU and A-1 Zones will require a development plan to ensure traffic circulation, compatibility with the neighborhood, site impacts, setbacks and other facets of development review.

An example of when a preliminary development plan may not be required is in the case of 4955 Alben Barkley Drive, zoned R-4 High Density Residential Zone. This is an approximate 34,473 square foot lot that contains an approximate 2,210 square foot single-family home that has been for sale or rent many times in recent years. The driveway traverses down the bank of Alben Barkley Drive. The house sits approximately 18.5 feet from the front property line, thereby making it a nonconforming structure. The prescribed front yard setback in the R-4 Zone is 25 feet.



The property owner has explored and discussed with staff the possibility of rezoning the property from R-4 High Density Residential to B-1 Convenience & Service Zone to better position the property for a higher and better use. The B-1 Zone lies to the east of this property; therefore, it would be a continuation of the B-1 Zone. A commercial office building and two-family structure is located to the west of this site, commercial uses to the east, a single-family home to the north and West Kentucky Community and Technical College across Alben Barkley Drive to the south. Traffic counts on Alben Barkley Drive range from 9,208 vehicles a day at St. Thomas Moore church to 9,696 vehicles a day at South 40th Street. The Future Land Use Map shows the property to be “Business Park” in the future, and not residential.



Based on the following Findings of Fact, staff would request a preliminary development plan be waived:

1. The zone change would comply with the Future Land Use Map.
2. The surrounding properties are shown as Business Park and not residential.
3. Traffic counts range between 9,208 to 9,696 vehicles a day.
4. The single-family home is nonconforming with respect to the front yard setback.
5. Medical uses are located to the east, office uses to the west and educational facilities are located to the south.
6. B-1 Convenience & Service Zone is located to the east of this site; therefore, this would be a continuation of the B-1 zone.
7. This home is the only residential structure along Alben Barkley Drive between Interstate 24 and Pecan Drive.

The Findings of Fact speak to the highest and best use of this property being a commercial use. Therefore, staff is of the opinion a preliminary development would not be required.

Another instance of when preliminary development plans would not be required is when a structure is already constructed on the property. This has been the case in the past for properties such as Banks Market, Hucks, Tenacity Training and Finish Line Car Wash.

As currently written, a sketch plan is required before the preliminary development plan. However, since 1992 when this section was adopted, the Planning and Engineering Departments have developed a specific guideline of items needed for a site plan. Web based platforms such as Open Counter and our GIS mapping site have been developed. The sketch plan has become obsolete as the City Code of Ordinances (containing the zoning regulations therein) are publicly available and other technological advances have allowed developers to produce preliminary development plans that are highly detailed.

TEXT AMENDMENT

The proposed amendment is as follows:

Sec. 126-32 - Zoning of annexed land.

~~Upon annexation of new areas by the city, such areas shall be placed in an R-1 zone classification. Within sixty (60) days following the final acceptance of the annexed area by the city, the Planning Commission shall establish and advertise, as required by law, a public hearing to zone the land in question. All land use regulations that applied to the property shall be preserved as before the annexation, pursuant to KRS 100.209. If no action is taken to initially zone the property within sixty (60) days by either the Board of Commissioners or the Planning Commission, the property shall automatically be assigned the R-1 Low Density Residential Zone.~~

Sec. 126-76. - Sign regulations.

- (a) *Purpose.*
- (b) *Findings.*
- (c) *Applicability and message neutrality.*
- (d) *Definitions.*
- (e) *Prohibited signs.*
- (f) *Exempt 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.
 - f. Be in place for a period not to exceed sixty-seven (67) consecutive days, at which time the sign must be removed or replaced with a different sign.
- (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) Special events. 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. 3. 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.*

(i) *Signs exempt from permit requirements.*

(j) *Nonconforming signs.*

(k) *Illegal signs.*

(l) *General regulations.*

(m) *Signs allowed by specific zoning district.*

(n) *Residential and Mixed-Use Zones (R-1, R-2, R-3, R-4, NSZ, NCCZ and MU)*

(o) *Professional, commercial and industrial zones (B-1, B-2, B-3, HBZ, M-1, M-2, M-3, HM, POP, and 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~~ There shall be a maximum of four (4) wall, canopy or awning 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 the first thirty (30) feet of the height 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.
- (1) ~~(9)~~ 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) ~~(10)~~ Single-family, two-family and multi-family dwellings shall follow the provisions of subsection (n).
- (10) ~~(11)~~ 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) ~~(12)~~ Neon signs are allowed.

(p) *Historic Downtown area (B-2-T, H-1 and H-2)*

(q) *Additional signage allowed in specific commercial and industrial zones.*

(r) *Planned Unit Development (PUD).*

(s) *Replacement advertising signs.*

(t) *Advertising on Interstate Highways.*

(u) *Substitution clause.*

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) ~~(5)~~ The maximum height of ADUs shall not exceed the height of the principal dwelling.
- (7) ~~(6)~~ One (1) additional parking space shall be required.
- (8) ~~(7)~~ 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. 126-120. Neighborhood Services Zone, NSZ

The purpose of this zone is to provide for primarily residential uses and encourage such development by right, according to standards that will ensure harmony with the existing historic residential environment. Limited commercial uses may be introduced provided compliance with a conditional use permit upholding the historic fabric of the neighborhood.

- (1) *Principal permitted uses.*
- 2) *Conditionally permitted uses.* The following ~~uses are special exceptions and~~ shall require written approval from the Historical and Architectural Review Commission:
 - a. Multi-family dwellings.
 1. Minimum lot area: Three thousand (3,000) square feet per unit.
 2. Minimum lot width: Sixty (60) feet.
 - b. Home occupations.
 - c. Professional offices.
 - d. Daycares ~~Daycare nurseries.~~
 - e. Beauty shops and barbershops.
 - f. Places of worship.
 - g. Short-term rentals.
 - h. Bed and breakfast.
 - i. The following uses, provided they are conducted wholly within a building except for off-street loading and unloading:
 1. Retail establishments (product processing is allowed only if the products are sold at retail on the premises);
 2. Personal and convenience service establishments;
 3. Restaurant (excluding drive-thru);
 4. Any other use not listed which, in the HARC's opinion, would be compatible with the above uses.
3. *Minimum yard requirements.*
- 4) *Minimum area requirements for non-residential structures:*
- 5) *Maximum building height.*
- 6) *Additional regulations:*
 - a. Off-street loading areas may not face any public right-of-way.
 - b. No loading or unloading shall be allowed between 9:00 p.m. and 7:00 a.m.
 - c. ~~Parking shall be per section 126-102 (2) (e).~~

- d. ~~c.~~ The Historical and Architectural Review Commission (HARC) shall have sole jurisdiction as a special board of adjustment over the NSZ pursuant to KRS 82.026 and 100.217.

7) *Plan approval required for new construction and for changes in exterior appearance.*

Sec. 126-176. Planning Commission.

(a) *Intent.* The intent of this section is to provide guidance for the ~~zoning-code~~ Zoning Code amendment processes, including text and map amendments. It shall also be the intent of this section to guide ~~various approval processes and~~ the use of development plans, which may be used for a variety of planning and zoning processes, including map amendments. The Planning Commission in ~~its~~ obligation to promote the public health, safety and general well-being shall consider~~;~~ but not be limited to, the following in ~~its~~ deliberative considerations:

- (1) The conservation of natural resources, which may include various wildlife forms, vegetation, steep slopes, surface water, ground water, floodplain, soils, geologically sensitive areas, air quality, noise, view sheds, sufficient sunlight exposure, etc.;
- (2) The conservation of sites that have historic or architectural value;
- (3) The provision for safe, efficient vehicular and pedestrian transportation, off-street parking and loading within the development and ~~the community and~~ neighborhood;
- (4) The provision for sufficient open space and recreational opportunities;
- (5) The compatibility of the overall site design (buildings, parking, circulation, signs, screening and landscaping) and land use with the existing and projected future land use of the area;
- (6) The provision for adequate drainage facilities to prevent runoff problems during times of peak precipitation and flooding to the site and the surrounding ~~community/~~neighborhood;
- (7) The provision that infrastructure needs shall, as they relate to essential services and infrastructure systems, be adequately addressed;
- (8) Compliance with the Comprehensive Plan, ~~and~~ all applicable regulations as per City ordinances, ~~and~~ City policies and other applicable laws ~~and regulations~~.

(b) *Public notice.*

- (1) For ~~applications petitions that require a public hearing before the Planning Commission~~, notice shall be mailed at least ~~seven (7) or fourteen (14) 20~~ days, ~~depending on the type of before the~~ hearing by first class mail to all property owners surrounding the subject property to a depth of two (2) ownerships or within a radius of two hundred (200) feet of the subject property, whichever is greater.
- (2) In accordance with KRS 424, notice shall be published in the Paducah Sun newspaper at least ~~seven (7) or fourteen (14) days prior to the hearing, depending on the type of hearing 14 days before the hearing.~~
- (3) In accordance with KRS Chapters 424 and 100, on-site notice shall be posted at least ~~fourteen (14) 14~~ days before the hearing of any zone change (rezoning), ~~subdivision or development plan approval.~~

- (c) *Formal ~~application~~ petition required.* To formally request the Commission to consider any action, the ~~applicant~~ petitioner shall file a complete ~~application~~ petition (with respect to all applicable provisions of this chapter and other City ordinances, regulations and policies), pay the filing fee, and provide copies of all written and graphic material as required. The date for the public hearing will be set upon receipt of a complete application.

- (d) *Refiling.*

Within a period of twelve (12) months from the date of a negative decision, no tract of land, or any portion thereof, shall be considered for a zone change ~~(rezoning) or for development plan approval~~ with identical to the same proposal, except requests initiated by the Planning Commission or Board of Commissioners, or the Planning Commission grants unanimous permission to resubmit sooner.

- (e) *Procedures required for zone change (rezoning).*

- (1) A petition for a map amendment (also referred to as a zone change or rezoning) may originate with the Planning Commission, ~~or~~ with the ~~Paducah~~ Board of Commissioners, or with the owner of the property in question. Regardless of the origin of the proposed amendment, it shall be referred to the Planning Commission before adoption.
 - (2) The Planning Commission shall hold at least one (1) public hearing after proper notice is given in accordance with KRS Chapters 424 and 100 and this code.
 - (3) The decision of the Planning Commission shall become final and the map amendment shall be automatically implemented, subject to the provisions of KRS 100.347, unless a written request for a hearing before the Board of Commissioners is made within ~~twenty-one (21) 24~~ days after the final decision by the Planning Commission, pursuant to KRS 100.2111. Any aggrieved person, Board of Commissioners or ~~the~~ Zoning Administrator may file the request.
 - (4) If a timely request for a hearing before the Board of Commissioners is filed, the findings of fact and decision of the Planning Commission shall be forwarded to the Board of Commissioners prior to their hearing. All persons appearing before the Planning Commission shall be informed of the request. It shall take a majority of the entire Board of Commissioners to override the decision of the Planning Commission.
- (f) *Zone Change (rezoning) - Findings required.* In accordance with KRS 100.213, to approve any zone change ~~(rezoning)~~, the Planning Commission must find that the map amendment ~~is in agreement~~ agrees with the ~~comprehensive plan~~, Comprehensive Plan or, in the absence of such a finding, that:
- (1) the original zoning classification given to the property was inappropriate or improper;
 - (2) there have been major changes of an economic, physical or social nature within the area involved which were not anticipated in the ~~comprehensive plan~~ Comprehensive Plan and which have substantially altered the basic character of the area.

The findings of fact shall be recorded in the minutes and maintained in the records.

- (g) *Variances and conditional use permits.* The Planning Commission may hear and ~~finally~~ decide ~~applications~~ petitions for variances or conditional use permits pertaining to the same property when filed and scheduled to be heard with a proposed development plan ~~approval application~~ or a map amendment ~~application~~ petition. The Planning Commission shall assume all powers and duties otherwise exercised by the Board of Adjustment pursuant to KRS Ch. 100 ~~and this Zoning Code~~.

The ~~applicant~~ petitioner for the map amendment may elect to have any variances or conditional use permits for the same development to be heard and ~~finally~~ decided by the Planning Commission at the same public hearing ~~set~~, or by the Board of Adjustment as otherwise provided for by KRS Ch. 100 ~~and this Zoning Code~~.

(h) *Development plan requirements.*

(1) *When required.* A preliminary development plan ~~shall~~ may be required in the following instances:

- a. The Planning Commission, as a condition to the granting of any zoning change, ~~shall~~ may require the submission of a development plan which, where agreed upon, shall be followed; except ~~for a single principal structure and accessory structures~~ for a single-family dwelling, a ~~duplex~~ two-family dwelling, a triplex dwelling or a four-plex dwelling ~~on a single lot or ownership parcel~~. As a further condition to the granting of a zoning change, the Planning Commission shall require that substantial construction be initiated within two (2) years following the enactment of the map amendment, provided that such zoning change shall not revert to its original designation unless there has been a public hearing. The development plan shall be a continuing condition for the area rezoned unless amended as required herein;
- b. When there is a proposal for multiple principal buildings on a single ~~ownership~~ parcel or lot;
- c. ~~The subdivision process may substitute for the development plan process. A major subdivision plat may substitute for a development plan.~~
- d. For ~~planned unit developments~~ Planned Unit Developments per section 126-70.
- e. For ~~Mixed Use Developments~~ site developments per ~~section~~ sections 126-114 and 126-118.

(2) *Plans defined.* For purposes of this subsection ~~(h)~~ and the plans required herein, the following definitions shall apply:

- a. ~~**Sketch plan.** This plan will be used to determine the essential graphic and written materials required for a specific map amendment and those specific actions, such as map amendments, variances or conditional use permits that may be requested of the Planning Commission. The sketch plan may be conceptual but should indicate any site or surrounding features or conditions that may affect the proposed development or surrounding properties or rights of way, the proposed buildings, access points, parking and loading areas, landscaping and screening areas, existing and proposed utilities, proposed location for solid waste storage and access to same, and any other conditions on the site or surrounding properties or proposed development features which may affect the development of the site or surrounding properties or rights of way. The sketch plan does not have to be detailed or highly finished drawings, but should address the issues and conditions that may be essential to the development.~~
- b. a. Preliminary development plan. This plan shall be ~~that plan~~ adopted by the Planning Commission when a favorable recommendation is made to the Board of Commissioners for specific zone changes and when favorable approvals are given for multiple principal structures, developments in Planned Unit Developments and

~~developments in the A-1 and MU Zones. the Planning Commission favorably recommends a map amendment to the City Commission. The preliminary development plan shall include that information as determined in the pre-application conference.~~ No building permits shall be issued based upon a preliminary development plan.

~~e.b.~~ *Final development plan.* This plan is ~~is, in effect,~~ a final site plan with that level of detail as may be required for obtaining ~~those~~ permits and approvals necessary for construction. It shall include all information required ~~as set forth hereinafter and~~ as necessary for the review of the proposed development and its compliance with any applicable law or regulation, including any previously approved preliminary development plan.

(3) *Content and format of development plans.* ~~All development plans shall be prepared on mylar or other material capable of clear reproduction.~~ Plans shall be legible and of a size and scale (generally not exceeding one (1) inch equals one hundred (100) feet) which enables clear presentation of required information. Required plan information shall be as follows:

- a. Contents of preliminary development plan. ~~A preliminary development plan shall contain the following minimum information:~~
 1. A title block containing the plan name, development plan type (preliminary or final), name and address of ~~applicant~~ petitioner, developer and plan preparer, ~~and a written and graphic scale;~~
 2. The boundary of the subject property, ~~and~~ along with the zoning designation and owner names for all adjoining property;
 3. Vicinity sketch, oriented in the same direction as the design scheme;
 4. Topography with contour intervals, grid elevations or spot elevations of sufficient detail to generally describe the lay of the land. This requirement may be waived by the City where topographic conditions and features are found not to be necessary to the required development plan reviews and actions;
 5. Location, arrangement, and approximate dimensions of existing and proposed driveways, walkways, ~~and~~ parking areas, ~~and~~ arrangement of parking spaces, dumpster pads, points of ingress and egress, and other vehicular and pedestrian rights-of-way;
 6. Location and typical profiles and cross-sections of any proposed or existing streets or deceleration lanes (when deemed necessary) within or abutting the subject property. This requirement may be waived subject to ~~a condition regarding same on the face of the development plan~~ approval by the City Engineer;
 7. Screening, landscaping, buffering, recreational and other open spaces;
 8. Approximate size, location, height, floor area, area arrangement, ~~and~~ use of proposed buildings, ~~and~~ existing buildings and signs;
 9. Approximate location of lot lines for projects anticipated to involve land subdivision;
 10. Storm drainage areas, floodplain, conceptual drainage controls, ~~and~~ storm water retention and any other designated environmentally sensitive or geologic hazard areas;

11. Proposed and existing easements for utilities or other purposes; locations of sanitary sewers including lengths and alignments of laterals;
12. Areas of substantial existing trees including those located along fence rows and drainage areas, along with a general description of the type and size of such trees;
13. A statistical table summarizing all pertinent site data, including site area, zoning, building coverage, ~~and~~ floor area, parking, open spaces, etc.;
14. For projects of one (1) acre or more, a note stating that no grading, stripping, excavation, filling or other disturbance of the natural ground cover shall take place unless and until the Department of Engineering ~~and Environmental Services~~ has approved the ~~applicant's~~ petitioner's proposed soil erosion control procedures and, if required, a soil erosion control plan;
15. A signed owner's certification, as follows: "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 the Development Plan with My (Our) free consent, with the exception of such variances or other conditions of approval, if any, as are noted hereon or in the ~~Minutes~~ minutes of the Paducah ~~City~~ Planning Commission. I (We) furthermore understand that ~~buildings building~~ permits ~~for construction~~ can only be issued following this plan and that amendments to ~~the~~ this plan can be made only by official Commission action";
16. A preliminary development plan certification shall be signed by the Chairman if and when the plan is fully approved, as follows: "I hereby certify that the Development Plan shown hereon has been found to comply with the Zoning Ordinance ~~Regulation~~ for the City of Paducah, ~~Kentucky~~, with the exception of such variances or other condition of approval, if any, as are noted hereon or in the ~~Minutes~~ minutes of the ~~City~~ Planning Commission and that it has been approved as the official plan."

17. A written or graphic scale.

- b. *Contents of final development plan.* A final development plan shall contain all information as required for preliminary development plans under the sections above, except ~~that~~ the plan information shall be of an exact nature, rather than approximate or general.
 - (i) *Development plan procedures.*
 - (1) *Pre-application conference.*
 - a. Prior to any acceptance of a formal application petition for ~~an amendment~~ a preliminary development plan, the ~~applicant shall~~ petitioner may meet informally with appropriate City staff planning staff to determine the following:
 1. The effect of the proposed development on the existing neighborhood, traffic patterns, and infrastructure systems;
 2. How the proposed development relates to the ~~comprehensive—plan~~ Comprehensive Plan;
 3. The various regulations that may apply to the proposed development;
 4. An explanation of the required contents of the preliminary development plan and any other required submission of materials; and

5. An explanation of the ~~amendment~~ preliminary development plan approval process.
 - b. At the time of the meeting with the planning appropriate City staff, the ~~applicant~~ petitioner should present a sketch conceptual plan, ~~as outlined in subsection (h)(2) above.~~
- (3) Review. ~~The planning~~ Planning staff shall send the preliminary development plan to concerned agencies and interests for their respective technical review. If necessary, or requested by the ~~applicant~~ petitioner, the interested parties and technical review bodies may meet together to resolve, if possible, issues and difficulties associated with the development proposal. These meetings ~~will be open to the public~~ are subject to KRS 424.
- (4) Planning Commission action. No preliminary development plan will be considered for Commission action until the appropriate review agencies and public interests have reviewed the plan.
- (5) The Commission may pursue the following actions:
- a. Approval. The preliminary development plan is ready for certification as presented.
 - b. Conditional approval. The preliminary development plan will be certified when the ~~applicant~~ petitioner has complied with the conditions of approval set forth by the Commission in the Commission's action on the development plan.
 - c. Disapproval. The preliminary development plan has been disapproved by the Planning Commission. To request new review and action, the ~~applicant~~ petitioner must file a new application petition and development plan.
 - d. *Continuance*. In circumstances where further resolution is required, the Commission may continue final action ~~on the development plan~~ until further information is ascertained or the resolution of conflicts occurs.
- (6) *Final development plans procedures.*
- a. Only after the Planning Commission has approved the preliminary development plan, ~~and the appropriate zoning district has been approved by the Board of Commissioners if required;~~ then the ~~applicant~~ petitioner must present a final development plan as set forth in subsection (h) (2) (~~e b~~) prior to the issuance of any building permits. The final development plan must be reviewed to ensure that:
 1. The plan ~~is in compliance~~ complies with the preliminary development plan.
 2. The plan ~~is in compliance~~ complies with the ~~comprehensive plan~~ Comprehensive Plan, the Zoning Code, ~~other~~ City ordinances, regulations, ~~or~~ policies, and all other applicable laws ~~and regulations.~~
 3. Where appropriate, the review agencies may assess the document and forward their comments to the city Planning Department prior to final development plan approval.
 4. When all final ~~zoning or annexation~~ plans are submitted the ~~applicant~~ petitioner shall also make a digital submission that complies with the regulations of Chapter 102 Section 39 (d) of the Code of Ordinances ~~of the City of Paducah.~~

- b. If the final development plan complies with this subsection, the Planning Commission Chair will certify on the face of the plan that all requirements and applicable conditions have been satisfied.
- (j) *Amendments to development plans.* Amendments to approved development plans can be made only by official Planning Commission action following a public hearing. Content, format and procedures shall be the same as for the original submission. However, amendments which fully meet the requirements set forth hereinafter as minor amendments shall be approved and certified by the Zoning Administrator without further action by the Planning Commission.
- (1) *Minor amendments defined.* Minor amendments are intended to expedite approval in those situations where amendments are of minor significance and generally relate to the shifting of previously approved spaces. Such amendments:
- a. Shall not decrease the overall land area ~~in wards~~ or ~~other~~ open spaces;
 - b. Shall not increase building ground area coverage, floor area, ~~or~~ height, or increase the number of dwelling units;
 - c. May increase building ground area coverage for accessory buildings; or principal buildings if additions are less than ten (10) percent and additional parking can be provided without disruption to major plan elements;
 - d. Shall not change the location or cross section of any street and shall not increase the number or change the location of street access points on arterial or collector streets;
 - e. May include a reduction in parking spaces only when an associated reduction in floor area or number of dwelling units would permit a lesser number of minimum required off-street parking spaces than required for the original development plan. To qualify as a minor amendment this reduction may not be less than would be required by the zoning ~~district~~ regulations. ~~For any case where parking in excess of the minimum requirement was provided on the original development plan, that same number of spaces shall be provided in excess of the minimum requirement for the proposed minor amendment plan.~~
- (2) *Procedures for minor amendments.*
- a. *Review.* The City shall review the plan for compliance with all applicable requirements and ordinances, ~~and shall consult with concerned~~ Concerned agencies as appropriate ~~shall be consulted~~ to assure proper plan review. Upon determination that all requirements have been met, planning staff shall submit ~~its finding~~ their findings to the Planning Commission Chair for certification. If any question arises as to compliance, ~~however,~~ the plan shall be referred to the Planning Commission.
 - b. *Certification.* Upon certification of approval by the Planning Commission Chair, planning staff shall have copies of the plan prepared and distributed to other public agencies at the expense of the ~~developer~~ petitioner and return the original plan ~~tracing~~ to the ~~developer~~ petitioner.
- (3) *Content and format of minor amendments.* Minor amendments shall have the same content and format requirements as the original development plan, except that:
- a. The title shall indicate the plan as a minor amendment;
 - b. A note shall be added listing the exact nature of the requested changes;

- c. The following shall be the required language for the Planning Commission Chair's certification affixed to the plans: "I do hereby certify that this development plan amendment complies with Zoning Ordinance provisions regarding amendments to development plans."
 - d. Owners of interest shall complete a certification to be signed and witnessed as follows: "I (We) do hereby certify that I am (we are) the only owner(s) of the property shown hereon and do adopt this as my (our) development plan for the property;" ~~which shall be required language for all property and affixed to the plans.~~
- (k) *Relationship to subdivision regulations.* The ~~relationships~~ relationship between development plans and the subdivision regulations are established as follows:
- (1) *Applicability of subdivision regulations.* Although development plans are not subdivision plats, quite often the development plan does indicate a need or intent to subdivide property. For any such development plan, the design and improvement standards contained within the subdivision regulations shall be applied to proposals contained on the development plan.
 - (2) *Combining plans.* Development plans and preliminary subdivision plats may be combined. It is recognized that for certain development situations it can be advantageous to both the ~~applicant~~ petitioner and the Planning Commission to combine requirements for development plans and preliminary subdivision plats in order to streamline ~~the~~ development approval ~~process~~ while not reducing the quality of the review. The following provisions shall be applicable to any such combined plan:
 - a. The ~~developer~~ petitioner shall meet with planning staff no later than five (5) ~~working~~ business days in advance of the filing deadline to discuss the appropriateness of filing a combined plat.
 - b. The plan shall show all information required for a development plan (~~preliminary or final as appropriate~~) and all information required for and a preliminary subdivision plat as set forth in the subdivision regulations.
 - (3) *Substitution of plans.* A preliminary or final subdivision plat may be substituted for development plans required in conjunction with map amendment requests. It is recognized ~~that~~ in certain cases a preliminary or final subdivision plat would be as appropriate, or more appropriate, to be considered in conjunction with a map amendment request than would a development plan. Generally, such situations involve developments where placement of structures will be tightly controlled by the streets, lot pattern, ~~requirements for placement of structures within the zone setbacks~~ and where the ~~applicant petitioner has sees fit to have~~ plans prepared at the required level of detail for subdivision plats prior to receiving a zone change approval. When ~~an applicant~~ a petitioner is required to provide a development plan in conjunction with a zoning map amendment request, the ~~applicant~~ petitioner may file a subdivision plat in place of the development plan, if deemed appropriate by the City. In any disputed case, the City shall make the final judgment as to whether a development plan or a subdivision plat is required.

STAFF RECOMMENDATION

Based upon the positive recommendation from the Planning Commission, staff recommends the Board of Commissioners 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**

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 September 8, 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 Chapter 126 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. 126-32 - Zoning of annexed land.

~~[Upon annexation of new areas by the city, such areas shall be placed in an R-1 zone classification. Within sixty (60) days following the final acceptance of the annexed area by the city, the Planning Commission shall establish and advertise, as required by law, a public hearing to zone the land in question.]~~ All land use regulations that applied to the property shall be preserved as before the annexation, pursuant to KRS 100.209. If no action is taken to initially zone the property within sixty (60) days by either the Board of Commissioners or the Planning Commission, the property shall automatically be assigned the R-1 Low Density Residential Zone.

Sec. 126-76. - Sign regulations.

- (a) *Purpose.*
- (b) *Findings.*
- (c) *Applicability and message neutrality.*

- (d) *Definitions.*
- (e) *Prohibited signs.*
- (f) *Exempt 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.
- f. Be in place for a period not to exceed sixty-seven (67) consecutive days, at which time the sign must be removed or replaced with a different sign.

(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) Special events. 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].~~
 - 3. 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.*
 - (i) *Signs exempt from permit requirements.*
 - (j) *Nonconforming signs.*
 - (k) *Illegal signs.*
 - (l) *General regulations.*
 - (m) *Signs allowed by specific zoning district.*
 - (n) *Residential and Mixed-Use Zones (R-1, R-2, R-3, R-4, NSZ, NCCZ and MU)*
 - (o) *Professional, commercial and industrial zones (B-1, B-2, B-3, HBZ, M-1, M-2, M-3, HM, POP, and 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]~~ There shall be a maximum of four (4) wall, canopy or awning 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 the first thirty (30) feet of the height 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.

(9) 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.

(10) Single-family, two-family and multi-family dwellings shall follow the provisions of subsection (n).

(11) 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.

(12) Neon signs are allowed.

(p) Historic Downtown area (B-2-T, H-1 and H-2)

(q) Additional signage allowed in specific commercial and industrial zones.

(r) Planned Unit Development (PUD).

(s) Replacement advertising signs.

(t) Advertising on Interstate Highways.

(u) Substitution clause.

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.]~~

(5) The maximum height of ADUs shall not exceed the height of the principal dwelling.

(6) One (1) additional parking space shall be required.

(7) 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. 126-120. Neighborhood Services Zone, NSZ

The purpose of this zone is to provide for primarily residential uses and encourage such development by right, according to standards that will ensure harmony with the existing historic residential environment. Limited commercial uses may be introduced provided compliance with a conditional use permit upholding the historic fabric of the neighborhood.

- (1) *Principal permitted uses.*
- 2) *Conditionally permitted uses.* The following [~~uses are special exceptions and~~] shall require written approval from the Historical and Architectural Review Commission:
 - a. Multi-family dwellings.
 1. Minimum lot area: Three thousand (3,000) square feet per unit.
 2. Minimum lot width: Sixty (60) feet.
 - b. Home occupations.
 - c. Professional offices.
 - d. Daycares [~~Daycare nurseries.~~]
 - e. Beauty shops and barbershops.
 - f. Places of worship.
 - g. Short-term rentals.
 - h. Bed and breakfast.
 - i. The following uses, provided they are conducted wholly within a building except for off-street loading and unloading:
 1. Retail establishments (product processing is allowed only if the products are sold at retail on the premises);
 2. Personal and convenience service establishments;
 3. Restaurant (excluding drive-thru);
 4. Any other use not listed which, in the HARC's opinion, would be compatible with the above uses.
- ~~a.~~ *Minimum yard requirements.*
- 4) *Minimum area requirements for non-residential structures:*
- 5) *Maximum building height.*
- 6) *Additional regulations:*
 - a. Off-street loading areas may not face any public right-of-way.
 - b. No loading or unloading shall be allowed between 9:00 p.m. and 7:00 a.m.
 - c. ~~—[Parking shall be per section 126-102 (2) (c).]~~
 - c. The Historical and Architectural Review Commission (HARC) shall have sole jurisdiction as a special board of adjustment over the NSZ pursuant to KRS 82.026 and 100.217.
- 7) *Plan approval required for new construction and for changes in exterior appearance.*

Sec. 126-176. Planning Commission.

- (a) *Intent.* The intent of this section is to provide guidance for the [~~zoning code~~] Zoning Code amendment processes, including text and map amendments. It shall also be the intent of this section to guide [~~various approval processes and~~] the use of development plans, which may be used for a variety of planning and zoning processes, including map amendments. The Planning Commission in [~~its~~] obligation to promote the public health, safety and general well-being shall consider; but not be limited to, the following in [~~its~~] deliberative considerations:

- (1) The conservation of natural resources, which may include various wildlife forms, vegetation, steep slopes, surface water, ground water, floodplain, soils, geologically sensitive areas, air quality, noise, view sheds, sufficient sunlight exposure, etc.;
- (2) The conservation of sites that have historic or architectural value;
- (3) The provision for safe, efficient vehicular and pedestrian transportation, off-street parking and loading within the development and ~~[the community and]~~ neighborhood;
- (4) The provision for sufficient open space and recreational opportunities;
- (5) The compatibility of the overall site design (buildings, parking, circulation, signs, screening and landscaping) and land use with the existing and projected future land use of the area;
- (6) The provision for adequate drainage facilities to prevent runoff problems during times of peak precipitation and flooding to the site and the surrounding ~~[community/]~~neighborhood;
- (7) The provision that infrastructure needs shall, as they relate to essential services and infrastructure systems, be adequately addressed;
- (8) Compliance with the Comprehensive Plan, ~~[and]~~ all applicable regulations as per City ordinances, ~~and~~ City policies and other applicable laws ~~[and regulations.]~~

(b) *Public notice.*

- (1) For ~~[applications]~~ petitions that require a public hearing ~~[before the Planning Commission,]~~ notice shall be mailed at least seven (7) or fourteen (14) ~~20~~ days, depending on the type of ~~[before the]~~ hearing by first class mail to all property owners surrounding the subject property to a depth of two (2) ownerships or within a radius of two hundred (200) feet of the subject property, whichever is greater.
- (2) In accordance with KRS 424, notice shall be published in the Paducah Sun newspaper at least seven (7) or fourteen (14) days prior to the hearing, depending on the type of hearing ~~14 days before the hearing.~~
- (3) In accordance with KRS Chapters 424 and 100, on-site notice shall be posted at least fourteen (14) ~~14~~ days before the hearing of any zone change (rezoning), ~~[subdivision or development plan approval.]~~

(c) *Formal ~~[application]~~ petition required.* To formally request the Commission to consider any action, the ~~[applicant]~~ petitioner shall file a complete ~~[application]~~ petition (with respect to all applicable provisions of this chapter and other City ordinances, regulations and policies), pay the filing fee, and provide copies of all written and graphic material as required. The date for the public hearing will be set upon receipt of a complete application.

(d) *Refiling.*

Within a period of twelve (12) months from the date of a negative decision, no tract of land, or any portion thereof, shall be considered for a zone change ~~[(rezoning) or for development plan approval with]~~ identical to the same proposal, except requests initiated by the Planning Commission or Board of Commissioners, or the Planning Commission grants unanimous permission to resubmit sooner.

(e) *Procedures required for zone change (rezoning).*

- (1) A petition for a map amendment (also referred to as a zone change or rezoning) may originate with the Planning Commission, ~~[or]~~ with the ~~[Paducah]~~ Board of Commissioners, or with the owner of the property in question. Regardless of the origin of the proposed amendment, it shall be referred to the Planning Commission before adoption.

- (2) The Planning Commission shall hold at least one (1) public hearing after proper notice is given in accordance with KRS Chapters 424 and 100 and this code.
 - (3) The decision of the Planning Commission shall become final and the map amendment shall be automatically implemented, subject to the provisions of KRS 100.347, unless a written request for a hearing before the Board of Commissioners is made within twenty-one (21) ~~[24]~~ days after the final decision by the Planning Commission, pursuant to KRS 100.2111. Any aggrieved person, Board of Commissioners or the Zoning Administrator may file the request.
 - (4) If a timely request for a hearing before the Board of Commissioners is filed, the findings of fact and decision of the Planning Commission shall be forwarded to the Board of Commissioners prior to their hearing. All persons appearing before the Planning Commission shall be informed of the request. It shall take a majority of the entire Board of Commissioners to override the decision of the Planning Commission.
- (f) *Zone Change (rezoning) - Findings required.* In accordance with KRS 100.213, to approve any zone change [~~(rezoning)~~], the Planning Commission must find that the map amendment ~~[is in agreement]~~ agrees with the ~~[comprehensive plan]~~, Comprehensive Plan or, in the absence of such a finding, that:
- (1) the original zoning classification given to the property was inappropriate or improper;
 - (2) there have been major changes of an economic, physical or social nature within the area involved which were not anticipated in the ~~[comprehensive plan]~~ Comprehensive Plan and which have substantially altered the basic character of the area.
- The findings of fact shall be recorded in the minutes and maintained in the records.
- (g) *Variances and conditional use permits.* The Planning Commission may hear and ~~[finally]~~ decide ~~[applications]~~ petitions for variances or conditional use permits pertaining to the same property when filed and scheduled to be heard with a proposed development plan ~~[approval application]~~ or a map amendment ~~[application]~~ petition. The Planning Commission shall assume all powers and duties otherwise exercised by the Board of Adjustment pursuant to KRS Ch. 100 ~~[and this Zoning Code]~~. The applicant ~~petitioner~~ for the map amendment may elect to have any variances or conditional use permits for the same development to be heard and ~~finally~~ decided by the Planning Commission at the same public hearing ~~set~~, or by the Board of Adjustment as otherwise provided for by KRS Ch. 100 ~~[and this Zoning Code]~~.
- (h) *Development plan requirements.*
- (1) *When required.* A preliminary development plan ~~[shall]~~ may be required in the following instances:
 - a. The Planning Commission, as a condition to the granting of any zoning change, ~~[shall]~~ may require the submission of a development plan which, where agreed upon, shall be followed; except ~~[for a single principal structure and accessory structures]~~ for a single-family dwelling, a ~~[duplex]~~ two-family dwelling, a triplex dwelling or a four-plex dwelling ~~[on a single lot or ownership parcel]~~. As a further condition to the granting of a zoning change, the Planning Commission shall require that substantial construction be initiated within two (2) years following the enactment of the map amendment, provided that such zoning change shall not revert to its original designation unless there has been a public hearing. The development plan shall be a continuing condition for the area rezoned unless amended as required herein;

- b. When there is a proposal for multiple principal buildings on a single ~~[ownership]~~ parcel or lot;
 - c. ~~[The subdivision process may substitute for the development plan process.]~~ A major subdivision plat may substitute for a development plan.
 - d. For ~~[planned unit developments]~~ Planned Unit Developments per section 126-70.
 - e. For ~~[Mixed Use Developments]~~ site developments per ~~[section]~~ sections 126-114 and 126-118.
- (2) *Plans defined.* For purposes of this subsection ~~(h)~~ and the plans required herein, the following definitions shall apply:
- a. ~~[Sketch plan. This plan will be used to determine the essential graphic and written materials required for a specific map amendment and those specific actions, such as map amendments, variances or conditional use permits that may be requested of the Planning Commission. The sketch plan may be conceptual but should indicate any site or surrounding features or conditions that may affect the proposed development or surrounding properties or rights of way, the proposed buildings, access points, parking and loading areas, landscaping and screening areas, existing and proposed utilities, proposed location for solid waste storage and access to same, and any other conditions on the site or surrounding properties or proposed development features which may affect the development of the site or surrounding properties or rights of way. The sketch plan does not have to be detailed or highly finished drawings, but should address the issues and conditions that may be essential to the development.]~~
 - b. ~~[a.]~~ Preliminary development plan. This plan shall be ~~that plan~~ adopted by the Planning Commission when a favorable recommendation is made to the Board of Commissioners for specific zone changes and when favorable approvals are given for multiple principal structures, developments in Planned Unit Developments and developments in the A-1 and MU Zones. ~~the Planning Commission favorably recommends a map amendment to the City Commission. The preliminary development plan shall include that information as determined in the pre-application conference.]~~ No building permits shall be issued based upon a preliminary development plan.
 - c. ~~[b.]~~ Final development plan. This plan is, ~~[in effect,]~~ a final site plan with that level of detail as may be required for obtaining ~~[those]~~ permits and approvals necessary for construction. It shall include all information required ~~[as set forth hereinafter and]~~ as necessary for the review of the proposed development and its compliance with any applicable law or regulation, including any previously approved preliminary development plan.
- (3) *Content and format of development plans.* ~~[All development plans shall be prepared on mylar or other material capable of clear reproduction.]~~ Plans shall be legible and of a size and scale (generally not exceeding one (1) inch equals one hundred (100) feet) which enables clear presentation of required information. Required plan information shall be as follows:
- a. Contents of preliminary development plan. ~~[A preliminary development plan shall contain the following minimum information:]~~

1. A title block containing the plan name, development plan type (preliminary or final), name and address of ~~[applicant]~~ petitioner, developer and plan preparer; ~~[and a written and graphic scale];~~
2. The boundary of the subject property, ~~and~~ along with the zoning designation and owner names for all adjoining property;
3. Vicinity sketch, oriented in the same direction as the design scheme;
4. Topography with contour intervals, grid elevations or spot elevations of sufficient detail to generally describe the lay of the land. This requirement may be waived by the City where topographic conditions and features are found not to be necessary to the required development plan reviews and actions;
5. Location, arrangement, and approximate dimensions of existing and proposed driveways, walkways, ~~[and]~~ parking areas, ~~[and]~~ arrangement of parking spaces, dumpster pads, points of ingress and egress, and other vehicular and pedestrian rights-of-way;
6. Location and typical profiles and cross-sections of any proposed or existing streets or deceleration lanes (when deemed necessary) within or abutting the subject property. This requirement may be waived subject to ~~[a condition regarding same on the face of the development plan]~~ approval by the City Engineer;
7. Screening, landscaping, buffering, recreational and other open spaces;
8. Approximate size, location, height, floor area, area arrangement, and use of proposed buildings, ~~[and]~~ existing buildings and signs;
9. Approximate location of lot lines for projects anticipated to involve land subdivision;
10. Storm drainage areas, floodplain, conceptual drainage controls, ~~and~~ storm water retention and any other designated environmentally sensitive or geologic hazard areas;
11. Proposed and existing easements for utilities or other purposes; locations of sanitary sewers including lengths and alignments of laterals;
12. Areas of substantial existing trees including those located along fence rows and drainage areas, along with a general description of the type and size of such trees;
13. A statistical table summarizing all pertinent site data, including site area, zoning, building coverage, ~~and~~ floor area, parking, open spaces, etc.;
14. For projects of one (1) acre or more, a note stating that no grading, stripping, excavation, filling or other disturbance of the natural ground cover shall take place unless and until the Department of Engineering ~~[and Environmental Services]~~ has approved the ~~[applicant's]~~ petitioner's proposed soil erosion control procedures and, if required, a soil erosion control plan;
15. A signed owner's certification, as follows: "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 the Development Plan with My (Our) free consent, with the exception of such variances or other conditions of approval, if any, as are noted hereon or in the ~~[Minutes]~~ minutes of the Paducah City Planning Commission. I (We) furthermore understand that ~~buildings~~ building permits ~~[for~~

~~construction~~] can only be issued following this plan and that amendments to ~~[the]~~ this plan can be made only by official Commission action";

16. A preliminary development plan certification shall be signed by the Chairman if and when the plan is fully approved, as follows: "I hereby certify that the Development Plan shown hereon has been found to comply with the Zoning Ordinance ~~[Regulation]~~ for the City of Paducah, ~~[Kentucky]~~, with the exception of such variances or other condition of approval, if any, as are noted hereon or in the ~~[Minutes]~~ minutes of the ~~[City]~~ Planning Commission and that it has been approved as the official plan."

17. A written or graphic scale.

- b. *Contents of final development plan.* A final development plan shall contain all information as required for preliminary development plans under the sections above, except ~~that~~ the plan information shall be of an exact nature, rather than approximate or general.

(i) *Development plan procedures.*

(1) *Pre-application conference.*

- a. Prior to any acceptance of a formal ~~[application]~~ petition for ~~[an amendment]~~ a preliminary development plan, the ~~[applicant shall]~~ petitioner may meet informally with appropriate City staff ~~[planning staff]~~ to determine the following:

1. The effect of the proposed development on the existing neighborhood, traffic patterns; and infrastructure systems;
2. How the proposed development relates to the ~~[comprehensive plan]~~ Comprehensive Plan;
3. The various regulations that may apply to the proposed development;
4. An explanation of the required contents of the preliminary development plan and any other required submission of materials; and
5. An explanation of the ~~[amendment]~~ preliminary development plan approval process.

- b. At the time of the meeting with the ~~[planning]~~ appropriate City staff, the ~~[applicant]~~ petitioner should present a ~~[sketch]~~ conceptual plan, ~~[as outlined in subsection (h)(2) above.]~~

- (3) Review. ~~[The planning]~~ Planning staff shall send the preliminary development plan to concerned agencies and interests for their respective technical review. If necessary, or requested by the ~~[applicant]~~ petitioner, the interested parties and technical review bodies may meet together to resolve, if possible, issues and difficulties associated with the development proposal. These meetings ~~[will be open to the public]~~ are subject to KRS 424.

- (4) Planning Commission action. No preliminary development plan will be considered for Commission action until the appropriate review agencies and public interests have reviewed the plan.

- (5) The Commission may pursue the following actions:

- a. Approval. The preliminary development plan is ready for certification as presented.

- b. Conditional approval. The preliminary development plan will be certified when the applicant petitioner has complied with the conditions of approval set forth by the Commission in the Commission's action on the development plan.
- c. Disapproval. The preliminary development plan has been disapproved by the Planning Commission. To request new review and action, the applicant petitioner must file a new application petition and development plan.
- d. *Continuance*. In circumstances where further resolution is required, the Commission may continue final action ~~on the development plan~~ until further information is ascertained or the resolution of conflicts occurs.

(6) *Final development plans procedures.*

- a. Only after the Planning Commission has approved the preliminary development plan, ~~[and the appropriate zoning district has been approved by the Board of Commissioners if required;]~~ then the ~~[applicant]~~ petitioner must present a final development plan as set forth in subsection (h) (2) (e b) prior to the issuance of any building permits. The final development plan must be reviewed to ensure that:
 - 1. The plan ~~is in compliance~~ complies with the preliminary development plan.
 - 2. The plan ~~is in compliance~~ complies with the ~~[-plan]~~ Comprehensive Plan, the Zoning Code, ~~[other]~~ City ordinances, regulations, ~~[or]~~ policies; and all other applicable laws ~~[and regulations]~~.
 - 3. Where appropriate, the review agencies may assess the document and forward their comments to the city Planning Department prior to final development plan approval.
 - 4. When all final ~~[zoning or annexation]~~ plans are submitted the ~~[applicant]~~ petitioner shall also make a digital submission that complies with the regulations of Chapter 102 Section 39 (d) of the Code of Ordinances ~~[of the City of Paducah]~~.
- b. If the final development plan complies with this subsection, the Planning Commission Chair will certify on the face of the plan that all requirements and applicable conditions have been satisfied.

(j) *Amendments to development plans.* Amendments to approved development plans can be made only by official Planning Commission action following a public hearing. Content, format and procedures shall be the same as for the original submission. However, amendments which fully meet the requirements set forth hereinafter as minor amendments shall be approved and certified by the Zoning Administrator without further action by the Planning Commission.

(1) *Minor amendments defined.* Minor amendments are intended to expedite approval in those situations where amendments are of minor significance and generally relate to the shifting of previously approved spaces. Such amendments:

- a. Shall not decrease the overall land area ~~[in wards]~~ or ~~[other]~~ open spaces;
- b. Shall not increase building ground area coverage, floor area, ~~[or]~~ height; or increase the number of dwelling units;
- c. May increase building ground area coverage for accessory buildings; or principal buildings if additions are less than ten (10) percent and additional parking can be provided without disruption to major plan elements;

- d. Shall not change the location or cross section of any street and shall not increase the number or change the location of street access points on arterial or collector streets;
- e. May include a reduction in parking spaces only when an associated reduction in floor area or number of dwelling units would permit a lesser number of minimum required off-street parking spaces than required for the original development plan. To qualify as a minor amendment this reduction may not be less than would be required by the zoning ~~[district]~~ regulations. ~~[For any case where parking in excess of the minimum requirement was provided on the original development plan, that same number of spaces shall be provided in excess of the minimum requirement for the proposed minor amendment plan.]~~

(2) *Procedures for minor amendments.*

- a. *Review.* The City shall review the plan for compliance with all applicable requirements and ordinances. ~~[and shall consult with concerned]~~ Concerned agencies as appropriate shall be consulted to assure proper plan review. Upon determination that all requirements have been met, planning staff shall submit ~~[its finding]~~ their findings to the Planning Commission Chair for certification. If any question arises as to compliance, ~~[however]~~, the plan shall be referred to the Planning Commission.
- b. *Certification.* Upon certification of approval by the Planning Commission Chair, planning staff shall have copies of the plan prepared and distributed to other public agencies at the expense of the ~~[developer]~~ petitioner and return the original plan ~~[tracing]~~ to the ~~[developer]~~ petitioner.

(3) *Content and format of minor amendments.* Minor amendments shall have the same content and format requirements as the original development plan, except that:

- a. The title shall indicate the plan as a minor amendment;
- b. A note shall be added listing the exact nature of the requested changes;
- c. The following shall be the required language for the Planning Commission Chair's certification affixed to the plans: "I do hereby certify that this development plan amendment complies with Zoning Ordinance provisions regarding amendments to development plans."
- d. Owners of interest shall complete a certification to be signed and witnessed as follows: "I (We) do hereby certify that I am (we are) the only owner(s) of the property shown hereon and do adopt this as my (our) development plan for the property;" ~~[which shall be required language for all property and affixed to the plans.]~~

(k) *Relationship to subdivision regulations.* The ~~[relationships]~~ relationship between development plans and the subdivision regulations are established as follows:

- (1) *Applicability of subdivision regulations.* Although development plans are not subdivision plats, quite often the development plan does indicate a need or intent to subdivide property. For any such development plan, the design and improvement standards contained within the subdivision regulations shall be applied to proposals contained on the development plan.
- (2) *Combining plans.* Development plans and preliminary subdivision plats may be combined. It is recognized that for certain development situations it can be advantageous to both the ~~[applicant]~~ petitioner and the Planning Commission to

combine requirements for development plans and preliminary subdivision plats in order to streamline ~~[the]~~ development approval ~~[process]~~ while not reducing the quality of the review. The following provisions shall be applicable to any such combined plan:

- a. The ~~[developer]~~ petitioner shall meet with planning staff no later than five (5) ~~[working]~~ business days in advance of the filing deadline to discuss the appropriateness of filing a combined plat.
- b. The plan shall show all information required for a development plan ~~[(preliminary or final as appropriate) and all information required for]~~ and a preliminary subdivision plat as set forth in the subdivision regulations.

(3) *Substitution of plans.* A preliminary or final subdivision plat may be substituted for development plans required in conjunction with map amendment requests. It is recognized ~~[that]~~ in certain cases a preliminary or final subdivision plat would be as appropriate, or more appropriate, to be considered in conjunction with a map amendment request than would a development plan. Generally, such situations involve developments where placement of structures will be tightly controlled by the streets, lot pattern, ~~[requirements for placement of structures within the zone]~~ setbacks and where the ~~[applicant]~~ petitioner has ~~[sees fit to have]~~ plans prepared at the required level of detail for subdivision plats prior to receiving a zone change approval. When ~~[an applicant]~~ a petitioner is required to provide a development plan in conjunction with a zoning map amendment request, the ~~[applicant]~~ petitioner may file a subdivision plat in place of the development plan, if deemed appropriate by the City. In any disputed case, the City shall make the final judgment as to whether a development plan or subdivision plat is required.

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 Text Amendment – Annexed Land, signs, ADU, NSZ, Planning

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING TEXT AMENDMENT OF SECTION 126-32 ZONING OF ANNEXED LAND; SECTION 126-76 SIGN REGULATIONS; SECTION 126-98 ACCESSORY DWELLING UNIT (ADU); SECTION 126-120 NEIGHBORHOOD SERVICES ZONE, NSZ AND SECTION 126-176 PLANNING COMMISSION OF THE PADUCAH ZONING ORDINANCE.

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 September 8, 2022 by the Planning Commission after advertisement pursuant to law, and

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

WHEREAS, this Commission adopted a proposal to change the text of various sections of the City of Paducah zoning ordinance as included herein.

NOW THEREFORE, BE IT RESOLVED BY THE PADUCAH PLANNING COMMISSION:

SECTION 1. That this Commission recommend to the Mayor and the Board of Commissioners of the City of Paducah to revise the Paducah Zoning Ordinance as follows:

Sec. 126-32 - Zoning of annexed land.

~~Upon annexation of new areas by the city, such areas shall be placed in an R-1 zone classification. Within sixty (60) days following the final acceptance of the annexed area by the city, the Planning Commission shall establish and advertise, as required by law, a public hearing to zone the land in question. All land use regulations that applied to the property shall be preserved as before the annexation, pursuant to KRS 100.209. If no action is taken to initially zone the property within sixty (60) days by either the Board of Commissioners or the Planning Commission, the property shall automatically be assigned the R-1 Low Density Residential Zone.~~

Sec. 126-76. - Sign regulations.

- (a) *Purpose.*
- (b) *Findings.*
- (c) *Applicability and message neutrality.*
- (d) *Definitions.*
- (e) *Prohibited signs.*
- (f) *Exempt 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.
- f. Be in place for a period not to exceed sixty-seven (67) consecutive days, at which time the sign must be removed or replaced with a different sign.

(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) Special events. 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. 3. 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.*

(i) *Signs exempt from permit requirements.*

(j) *Nonconforming signs.*

(k) *Illegal signs.*

(l) *General regulations.*

(m) *Signs allowed by specific zoning district.*

(n) *Residential and Mixed-Use Zones (R-1, R-2, R-3, R-4, NSZ, NCCZ and MU)*

(o) *Professional, commercial and industrial zones (B-1, B-2, B-3, HBZ, M-1, M-2, M-3, HM, POP, and 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~~ There shall be a maximum of four (4) wall, canopy or awning 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 the first thirty (30) feet of the height 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.

(1) (9) 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) (10) Single-family, two-family and multi-family dwellings shall follow the provisions of subsection (n).

(10) (11) 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) (12) Neon signs are allowed.

(p) *Historic Downtown area (B-2-T, H-1 and H-2)*

- (q) *Additional signage allowed in specific commercial and industrial zones.*
- (r) *Planned Unit Development (PUD).*
- (s) *Replacement advertising signs.*
- (t) *Advertising on Interstate Highways.*
- (u) *Substitution clause.*

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) ~~(5)~~ The maximum height of ADUs shall not exceed the height of the principal dwelling.
- (7) ~~(6)~~ One (1) additional parking space shall be required.
- (8) ~~(7)~~ 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. 126-120. Neighborhood Services Zone, NSZ

The purpose of this zone is to provide for primarily residential uses and encourage such development by right, according to standards that will ensure harmony with the existing historic residential environment. Limited commercial uses may be introduced provided compliance with a conditional use permit upholding the historic fabric of the neighborhood.

- (1) *Principal permitted uses.*
- (2) *Conditionally permitted uses.* The following ~~uses are special exceptions and~~ shall require written approval from the Historical and Architectural Review Commission:
 - a. Multi-family dwellings.
 - 1. Minimum lot area: Three thousand (3,000) square feet per unit.
 - 2. Minimum lot width: Sixty (60) feet.
 - b. Home occupations.
 - c. Professional offices.
 - d. ~~Daycares~~ Daycare nurseries.
 - e. Beauty shops and barbershops.
 - f. Places of worship.
 - g. Short-term rentals.
 - h. Bed and breakfast.
 - i. The following uses, provided they are conducted wholly within a building except for off-street loading and unloading:
 - 1. Retail establishments (product processing is allowed only if the products are sold at retail on the premises);
 - 2. Personal and convenience service establishments;
 - 3. Restaurant (excluding drive-thru);
 - 4. Any other use not listed which, in the HARC's opinion, would be compatible with the above uses.
- 1. *Minimum yard requirements.*
- 4) *Minimum area requirements for non-residential structures:*
- 5) *Maximum building height.*
- 6) *Additional regulations:*
 - a. Off-street loading areas may not face any public right-of-way.
 - b. No loading or unloading shall be allowed between 9:00 p.m. and 7:00 a.m.

~~e. Parking shall be per section 126-102(2)(e).~~

d. c. The Historical and Architectural Review Commission (HARC) shall have sole jurisdiction as a special board of adjustment over the NSZ pursuant to KRS 82.026 and 100.217.

7) *Plan approval required for new construction and for changes in exterior appearance.*

Sec. 126-176. Planning Commission.

(a) *Intent.* The intent of this section is to provide guidance for the ~~zoning code~~ Zoning Code amendment processes, including text and map amendments. It shall also be the intent of this section to guide ~~various approval processes and~~ the use of development plans, which may be used for a variety of planning and zoning processes, including map amendments. The Planning Commission in ~~its~~ obligation to promote the public health, safety and general well-being shall consider~~;~~ but not be limited to, the following in ~~its~~ deliberative considerations:

- (1) The conservation of natural resources, which may include various wildlife forms, vegetation, steep slopes, surface water, ground water, floodplain, soils, geologically sensitive areas, air quality, noise, view sheds, sufficient sunlight exposure, etc.;
- (2) The conservation of sites that have historic or architectural value;
- (3) The provision for safe, efficient vehicular and pedestrian transportation, off-street parking and loading within the development and ~~the community and~~ neighborhood;
- (4) The provision for sufficient open space and recreational opportunities;
- (5) The compatibility of the overall site design (buildings, parking, circulation, signs, screening and landscaping) and land use with the existing and projected future land use of the area;
- (6) The provision for adequate drainage facilities to prevent runoff problems during times of peak precipitation and flooding to the site and the surrounding ~~community/~~neighborhood;
- (7) The provision that infrastructure needs shall, as they relate to essential services and infrastructure systems, be adequately addressed;
- (8) Compliance with the Comprehensive Plan, ~~and~~ all applicable regulations as per City ordinances, ~~and~~ City policies and other applicable laws ~~and regulations~~.

(b) *Public notice.*

- (1) For ~~applications~~ petitions that require a public hearing before the Planning Commission, notice shall be mailed at least ~~seven (7) or fourteen (14)~~ 20 days, ~~depending on the type of~~ before the hearing by first class mail to all property owners surrounding the subject property to a depth of two (2) ownerships or within a radius of two hundred (200) feet of the subject property, whichever is greater.
- (2) In accordance with KRS 424, notice shall be published in the Paducah Sun newspaper at least ~~seven (7) or fourteen (14) days prior to the hearing, depending on the type of hearing~~ 14 days before the hearing.
- (3) In accordance with KRS Chapters 424 and 100, on-site notice shall be posted at least ~~fourteen (14)~~ 14 days before the hearing of any zone change (rezoning), ~~subdivision or development plan approval~~.

(c) *Formal ~~application~~ petition required.* To formally request the Commission to consider any action, the ~~applicant~~ petitioner shall file a complete ~~application~~ petition (with respect to all applicable provisions of this chapter and other City ordinances, regulations and policies), pay the filing fee, and provide copies of all written and graphic material as required. The date for the public hearing will be set upon receipt of a complete application.

(d) *Refiling.*

Within a period of twelve (12) months from the date of a negative decision, no tract of land, or any portion thereof, shall be considered for a zone change ~~(rezoning) or for development plan approval with identical to~~ the same proposal, except requests initiated by the Planning Commission or Board of Commissioners, or the Planning Commission grants unanimous permission to resubmit sooner.

(e) *Procedures required for zone change (rezoning).*

- (1) A petition for a map amendment (also referred to as a zone change or rezoning) may originate with the Planning Commission, ~~or~~ with the Paducah Board of Commissioners, or with the owner of the property in question. Regardless of the origin of the proposed amendment, it shall be referred to the Planning Commission before adoption.
- (2) The Planning Commission shall hold at least one (1) public hearing after proper notice is given in accordance with KRS Chapters 424 and 100 and this code.

- (3) The decision of the Planning Commission shall become final and the map amendment shall be automatically implemented, subject to the provisions of KRS 100.347, unless a written request for a hearing before the Board of Commissioners is made within ~~twenty-one (21)~~ 21 days after the final decision by the Planning Commission, pursuant to KRS 100.2111. Any aggrieved person, Board of Commissioners or ~~the~~ Zoning Administrator may file the request.
- (4) If a timely request for a hearing before the Board of Commissioners is filed, the findings of fact and decision of the Planning Commission shall be forwarded to the Board of Commissioners prior to their hearing. All persons appearing before the Planning Commission shall be informed of the request. It shall take a majority of the entire Board of Commissioners to override the decision of the Planning Commission.
- (f) *Zone Change (rezoning) - Findings required.* In accordance with KRS 100.213, to approve any zone change (~~rezoning~~), the Planning Commission must find that the map amendment ~~is in agreement agrees~~ with the ~~comprehensive plan, Comprehensive Plan~~ or, in the absence of such a finding, that:
- (1) the original zoning classification given to the property was inappropriate or improper;
 - (2) there have been major changes of an economic, physical or social nature within the area involved which were not anticipated in the ~~comprehensive plan Comprehensive Plan~~ and which have substantially altered the basic character of the area.
- The findings of fact shall be recorded in the minutes and maintained in the records.
- (g) *Variances and conditional use permits.* The Planning Commission may hear and ~~finally~~ decide ~~applications petitions~~ for variances or conditional use permits pertaining to the same property when filed and scheduled to be heard with a proposed development plan ~~approval application~~ or a map amendment ~~application petition~~. The Planning Commission shall assume all powers and duties otherwise exercised by the Board of Adjustment pursuant to KRS Ch. 100 ~~and this Zoning Code~~. The ~~applicant petitioner~~ for the map amendment may elect to have any variances or conditional use permits for the same development to be heard and ~~finally~~ decided by the Planning Commission at the same public hearing ~~set~~, or by the Board of Adjustment as otherwise provided for by KRS Ch. 100 ~~and this Zoning Code~~.
- (h) *Development plan requirements.*
- (1) *When required.* A preliminary development plan ~~shall~~ may be required in the following instances:
 - a. The Planning Commission, as a condition to the granting of any zoning change, ~~shall~~ may require the submission of a development plan which, where agreed upon, shall be followed; except ~~for a single principal structure and accessory structures~~ for a single-family dwelling, a ~~duplex two-family~~ dwelling, a triplex dwelling or a four-plex dwelling ~~on a single lot or ownership parcel~~. As a further condition to the granting of a zoning change, the Planning Commission shall require that substantial construction be initiated within two (2) years following the enactment of the map amendment, provided that such zoning change shall not revert to its original designation unless there has been a public hearing. The development plan shall be a continuing condition for the area rezoned unless amended as required herein;
 - b. When there is a proposal for multiple principal buildings on a single ~~ownership~~ parcel or lot;
 - c. ~~The subdivision process may substitute for the development plan process. A major subdivision plat may substitute for a development plan.~~
 - d. For ~~planned unit developments~~ Planned Unit Developments per section 126-70.
 - e. For ~~Mixed Use Developments~~ site developments per ~~section sections~~ sections 126-114 and 126-118.
 - (2) *Plans defined.* For purposes of this subsection ~~(h)~~ and the plans required herein, the following definitions shall apply:
 - a. ~~Sketch plan. This plan will be used to determine the essential graphic and written materials required for a specific map amendment and those specific actions, such as map amendments, variances or conditional use permits that may be requested of the Planning Commission. The sketch plan may be conceptual but should indicate any site or surrounding features or conditions that may affect the proposed development or surrounding properties or rights of way, the proposed buildings, access points, parking and loading areas, landscaping and screening areas, existing and proposed utilities, proposed location for solid waste storage and access to same, and any other conditions on the site or surrounding properties or proposed development features which may affect the development of the site or surrounding properties or rights of way. The sketch plan does not have to be detailed or highly finished drawings, but should address the issues and conditions that may be essential to the development.~~

~~b.a. Preliminary development plan.~~ This plan shall be ~~that plan~~ adopted by the Planning Commission when a favorable recommendation is made to the Board of Commissioners for specific zone changes and when favorable approvals are given for multiple principal structures, developments in Planned Unit Developments and developments in the A-1 and MU Zones. ~~the Planning Commission favorably recommends a map amendment to the City Commission. The preliminary development plan shall include that information as determined in the pre-application conference.~~ No building permits shall be issued based upon a preliminary development plan.

~~e.b. Final development plan.~~ This plan is, ~~in effect,~~ a final site plan with that level of detail as may be required for obtaining ~~those~~ permits and approvals necessary for construction. It shall include all information required ~~as set forth hereinafter and~~ as necessary for the review of the proposed development and its compliance with any applicable law or regulation, including any previously approved preliminary development plan.

(3) *Content and format of development plans.* ~~All development plans shall be prepared on mylar or other material capable of clear reproduction.~~ Plans shall be legible and of a size and scale (generally not exceeding one (1) inch equals one hundred (100) feet) which enables clear presentation of required information. Required plan information shall be as follows:

a. Contents of preliminary development plan. ~~A preliminary development plan shall contain the following minimum information:~~

1. A title block containing the plan name, development plan type (preliminary or final), name and address of applicant petitioner, developer and plan preparer, ~~and a written and graphic scale;~~
2. The boundary of the subject property, and along with the zoning designation and owner names for all adjoining property;
3. Vicinity sketch, oriented in the same direction as the design scheme;
4. Topography with contour intervals, grid elevations or spot elevations of sufficient detail to generally describe the lay of the land. This requirement may be waived by the City where topographic conditions and features are found not to be necessary to the required development plan reviews and actions;
5. Location, arrangement, and approximate dimensions of existing and proposed driveways, walkways, and parking areas, and arrangement of parking spaces, dumpster pads, points of ingress and egress, and other vehicular and pedestrian rights-of-way;
6. Location and typical profiles and cross-sections of any proposed or existing streets or deceleration lanes (when deemed necessary) within or abutting the subject property. This requirement may be waived subject to a condition regarding same on the face of the development plan approval by the City Engineer;
7. Screening, landscaping, buffering, recreational and other open spaces;
8. Approximate size, location, height, floor area, area arrangement, and use of proposed buildings, and existing buildings and signs;
9. Approximate location of lot lines for projects anticipated to involve land subdivision;
10. Storm drainage areas, floodplain, conceptual drainage controls, and storm water retention and any other designated environmentally sensitive or geologic hazard areas;
11. Proposed and existing easements for utilities or other purposes; locations of sanitary sewers including lengths and alignments of laterals;
12. Areas of substantial existing trees including those located along fence rows and drainage areas, along with a general description of the type and size of such trees;
13. A statistical table summarizing all pertinent site data, including site area, zoning, building coverage, and floor area, parking, open spaces, etc.;
14. For projects of one (1) acre or more, a note stating that no grading, stripping, excavation, filling or other disturbance of the natural ground cover shall take place unless and until the Department of Engineering ~~and Environmental Services~~ has approved the applicant's petitioner's proposed soil erosion control procedures and, if required, a soil erosion control plan;
15. A signed owner's certification, as follows: "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 the Development Plan with My (Our) free consent, with the exception of such variances or other conditions of approval, if any, as are noted hereon or in the Minutes minutes of the Paducah City Planning Commission. I (We) furthermore

understand that ~~buildings~~ building permits ~~for construction~~ can only be issued following this plan and that amendments to ~~the~~ this plan can be made only by official Commission action";

16. A preliminary development plan certification shall be signed by the Chairman if and when the plan is fully approved, as follows: "I hereby certify that the Development Plan shown hereon has been found to comply with the Zoning Ordinance Regulation for the City of Paducah, ~~Kentucky~~, with the exception of such variances or other condition of approval, if any, as are noted hereon or in the Minutes ~~minutes~~ of the City Planning Commission and that it has been approved as the official plan."

17. A written or graphic scale.

- b. *Contents of final development plan.* A final development plan shall contain all information as required for preliminary development plans under the sections above, except ~~that~~ the plan information shall be of an exact nature, rather than approximate or general.

(i) *Development plan procedures.*

(1) *Pre-application conference.*

- a. Prior to any acceptance of a formal application petition for ~~an amendment a preliminary development plan~~, the ~~applicant shall~~ petitioner may meet informally with appropriate City staff ~~planning staff~~ to determine the following:

1. The effect of the proposed development on the existing neighborhood, traffic patterns, and infrastructure systems;
2. How the proposed development relates to the ~~comprehensive plan~~ Comprehensive Plan;
3. The various regulations that may apply to the proposed development;
4. An explanation of the required contents of the preliminary development plan and any other required submission of materials; and
5. An explanation of the ~~amendment~~ preliminary development plan approval process.

- b. At the time of the meeting with the planning appropriate City staff, the ~~applicant~~ petitioner should present a ~~sketch~~ conceptual plan, ~~as outlined in subsection (h)(2) above.~~

- (3) Review. ~~The planning~~ Planning staff shall send the preliminary development plan to concerned agencies and interests for their respective technical review. If necessary, or requested by the ~~applicant~~ petitioner, the interested parties and technical review bodies may meet together to resolve, if possible, issues and difficulties associated with the development proposal. These meetings ~~will be open to the public~~ are subject to KRS 424.

- (4) Planning Commission action. No preliminary development plan will be considered for Commission action until the appropriate review agencies and public interests have reviewed the plan.

- (5) The Commission may pursue the following actions:

- a. Approval. The preliminary development plan is ready for certification as presented.
- b. Conditional approval. The preliminary development plan will be certified when the ~~applicant~~ petitioner has complied with the conditions of approval set forth by the Commission in the Commission's action on the development plan.
- c. Disapproval. The preliminary development plan has been disapproved by the Planning Commission. To request new review and action, the ~~applicant~~ petitioner must file a new application petition and development plan.
- d. *Continuance.* In circumstances where further resolution is required, the Commission may continue final action ~~on the development plan~~ until further information is ascertained or the resolution of conflicts occurs.

- (6) *Final development plans procedures.*

- a. Only after the Planning Commission has approved the preliminary development plan, ~~and the appropriate zoning district has been approved by the Board of Commissioners if required;~~ then the ~~applicant~~ petitioner must present a final development plan as set forth in subsection (h) (2) (~~e~~ b) prior to the issuance of any building permits. The final development plan must be reviewed to ensure that:

1. The plan ~~is in compliance~~ complies with the preliminary development plan.
2. The plan ~~is in compliance~~ complies with the ~~comprehensive plan~~ Comprehensive Plan, the Zoning Code, ~~other~~ City ordinances, regulations, ~~or~~ policies, and all other applicable laws ~~and regulations.~~

3. Where appropriate, the review agencies may assess the document and forward their comments to the city Planning Department prior to final development plan approval.
 4. When all final ~~zoning or annexation~~ plans are submitted the applicant petitioner shall also make a digital submission that complies with the regulations of Chapter 102 Section 39 (d) of the Code of Ordinances ~~of the City of Paducah.~~
 - b. If the final development plan complies with this subsection, the Planning Commission Chair will certify on the face of the plan that all requirements and applicable conditions have been satisfied.
- (j) *Amendments to development plans.* Amendments to approved development plans can be made only by official Planning Commission action following a public hearing. Content, format and procedures shall be the same as for the original submission. However, amendments which fully meet the requirements set forth hereinafter as minor amendments shall be approved and certified by the Zoning Administrator without further action by the Planning Commission.
- (1) *Minor amendments defined.* Minor amendments are intended to expedite approval in those situations where amendments are of minor significance and generally relate to the shifting of previously approved spaces. Such amendments:
- a. Shall not decrease the overall land area ~~in wards~~ or ~~other~~ open spaces;
 - b. Shall not increase building ground area coverage, floor area, ~~or~~ height, or increase the number of dwelling units;
 - c. May increase building ground area coverage for accessory buildings; or principal buildings if additions are less than ten (10) percent and additional parking can be provided without disruption to major plan elements;
 - d. Shall not change the location or cross section of any street and shall not increase the number or change the location of street access points on arterial or collector streets;
 - e. May include a reduction in parking spaces only when an associated reduction in floor area or number of dwelling units would permit a lesser number of minimum required off-street parking spaces than required for the original development plan. To qualify as a minor amendment this reduction may not be less than would be required by the zoning ~~district~~ regulations. ~~For any case where parking in excess of the minimum requirement was provided on the original development plan, that same number of spaces shall be provided in excess of the minimum requirement for the proposed minor amendment plan.~~
- (2) *Procedures for minor amendments.*
- a. *Review.* The City shall review the plan for compliance with all applicable requirements and ordinances, ~~and shall consult with concerned~~ Concerned agencies as appropriate ~~shall be consulted~~ to assure proper plan review. Upon determination that all requirements have been met, planning staff shall submit ~~its finding~~ their findings to the Planning Commission Chair for certification. If any question arises as to compliance, ~~however,~~ the plan shall be referred to the Planning Commission.
 - b. *Certification.* Upon certification of approval by the Planning Commission Chair, planning staff shall have copies of the plan prepared and distributed to other public agencies at the expense of the ~~developer~~ petitioner and return the original plan ~~tracing~~ to the ~~developer~~ petitioner.
- (3) *Content and format of minor amendments.* Minor amendments shall have the same content and format requirements as the original development plan, except that:
- a. The title shall indicate the plan as a minor amendment;
 - b. A note shall be added listing the exact nature of the requested changes;
 - c. The following shall be the required language for the Planning Commission Chair's certification affixed to the plans: "I do hereby certify that this development plan amendment complies with Zoning Ordinance provisions regarding amendments to development plans."
 - d. Owners of interest shall complete a certification to be signed and witnessed as follows: "I (We) do hereby certify that I am (we are) the only owner(s) of the property shown hereon and do adopt this as my (our) development plan for the property;" ~~which shall be required language for all property and affixed to the plans.~~
- (k) *Relationship to subdivision regulations.* The ~~relationships~~ relationship between development plans and the subdivision regulations are established as follows:
- (1) *Applicability of subdivision regulations.* Although development plans are not subdivision plats, quite often the development plan does indicate a need or intent to subdivide property. For any such development plan, the design and improvement standards contained within the subdivision regulations shall be applied to proposals contained on the development plan.

(2) *Combining plans.* Development plans and preliminary subdivision plats may be combined. It is recognized that for certain development situations it can be advantageous to both the ~~applicant petitioner~~ and the Planning Commission to combine requirements for development plans and preliminary subdivision plats in order to streamline ~~the~~ development approval ~~process~~ while not reducing the quality of the review. The following provisions shall be applicable to any such combined plan:

- a. The ~~developer petitioner~~ shall meet with planning staff no later than five (5) ~~working business~~ days in advance of the filing deadline to discuss the appropriateness of filing a combined plat.
- b. The plan shall show all information required for a development plan ~~(preliminary or final as appropriate) and all information required for and~~ a preliminary subdivision plat as set forth in the subdivision regulations.

(3) *Substitution of plans.* A preliminary or final subdivision plat may be substituted for development plans required in conjunction with map amendment requests. It is recognized ~~that~~ in certain cases a preliminary or final subdivision plat would be as appropriate, or more appropriate, to be considered in conjunction with a map amendment request than would a development plan. Generally, such situations involve developments where placement of structures will be tightly controlled by the streets, lot pattern, ~~requirements for placement of structures within the zone setbacks~~ and where the ~~applicant petitioner has seen fit to have~~ plans prepared at the required level of detail for subdivision plats prior to receiving a zone change approval. When ~~an applicant a petitioner~~ is required to provide a development plan in conjunction with a zoning map amendment request, the ~~applicant petitioner~~ may file a subdivision plat in place of the development plan, if deemed appropriate by the City. In any disputed case, the City shall make the final judgment as to whether a development plan or subdivision plat is required.

SECTION 2. That this Resolution shall be treated as, and is, the final report of the Paducah Planning Commission respecting the matters appearing herein.

SECTION 3. That if any section, paragraph or provision of this Resolution shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Resolution to make each and every section, paragraph and provision hereof separable from all other sections, paragraphs and provisions.


Cathy Crecelius, Chairwoman

Adopted by the Paducah Planning Commission on September 8, 2022