



**CITY COMMISSION MEETING
AGENDA FOR NOVEMBER 28, 2023
5:00 PM
WKCTC CROUNSE HALL ROOM 101
4810 ALBEN BARKLEY DRIVE
PADUCAH, KY 42001**

*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

DELETIONS

PUBLIC COMMENTS

PRESENTATION Civic Beautification Board Annual Business Awards

PRESENTATION Paducah Power Annual Audit - Doug Handley, Paducah Power

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 November 14, 2023, Special Called Meeting of the Board of Commissioners
		B.	Receive & File Documents
		C.	Appointment of Cheryl Sullivan to the Creative & Cultural Council
		D.	Personnel Actions
		E.	Approve Regional Government Enterprise Agreement renewal with ESRI, Inc. for an additional 3-year term - E. STUBER
		F.	Approve the City of Paducah's 2024-2025 Fuel Contract with Midwest Terminal - C. YARBER
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Authorize the Mayor to execute a contract with Evrard Company Incorporated - Kentucky Division, for the construction of dog parks and roadway improvements in Noble Park in an amount of \$612,700- A. CLARK

	III.	<u>ORDINANCE(S) - ADOPTION</u>	
		A.	Authorizing the Closure of 33,722 Square Feet of Vermont Street Between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street, and 125 Ridgeview Street - R. MURPHY
		B.	Approval of Contract Modification #1 for S. 25th St Improvement Project with Central Paving Co. in the amount of \$69,535.09 - R. MURPHY
		C.	Approve Contract Modification #2 of Construction Contract with Jim Smith Contracting, LLC in the amount of \$127,300.00 - R. MURPHY
		D.	Approve a Residential Infill Agreement By and Between the City of Paducah and EMD Properties, LLC for LaBarri Subdivision Not to Exceed \$197,991.86 - R. MURPHY
	IV.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	Text Amendment of Section 126-76 Sign regulations - J SOMMER
		B.	Approve a Telecommunications Franchise Agreement with Ritter Communications - L. PARISH
		C.	Amend Chapter 2, Article X "Code of Ethics" of the Paducah Code of Ordinances - L. PARISH
		D.	Amend the definition of Project in the Series 2020A Bond Ordinance to include other public projects - D. JORDAN
	V.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
	VI.	<u>EXECUTIVE SESSION</u>	

November 14, 2023

At a Special Called Meeting of the Paducah Board of Commissioners held on Tuesday, November 14, 2023, at 5:00 p.m., at WKCTC, Crounse Hall, Room 101, 4810 Alben Barkley Drive, Mayor George Bray presided. Upon call of the roll by the City Clerk, Lindsay Parish, the following answered to their names: Commissioners Guess, Smith, Wilson, and Mayor Bray. (4) Commissioner Henderson was unable to attend.

INVOCATION

Commissioner Wilson led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

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 the October 24, 2023, Board of Commissioners Meeting
I(B)	Receive and File Documents: <u>Minute File:</u> 1. Notice of Special Called Meeting of the Civil Service Commission – October 20, 2023 2. Preservation Opportunities Assessment – Prepared by Rhodes Heritage Group – Presentation to Commission October 24, 2023 <u>Contract File:</u> 1. Contract Modification – Midstates Construction - \$51,108.15 – MO #2760 2. Landing Barge Agreement with Pine Bluff Materials – Ohio River Boat Dock – MO #2785 3. Lease and Service Agreement with Safe Haven Baby Boxes, Inc. – MO #2812 4. Contract Amendment with Tyler Technologies – MO #2815 5. Acceptance of GameTime Playground Grant and Purchase Agreement -Keiler Park – MO #2819 6. Contract For Services – FY2024 – Sprocket – MO #2821 7. Change Order #4 – Robert Cherry Civic Center – Midstates Construction – MO #2822 8. Revised Scope of Work and Proposed Engineering Fee – Buckner Lane Bridge Replacement Project – ORD 2023-10-8792 9. Subdivision Performance and Warranty Surety Bond Agreement – Trails End Subdivision – ORD 2023-10-8793 10. Order Form – Open Counter Software Subscription through 9-1-2026 – Signed by Lindsay Parish, City Clerk <u>Financials File:</u> 1. Paducah Water Works – Month Ended September 30, 2023

November 14, 2023

I(C)	Appointment of Ian McVicker to the Paducah-McCracken County Riverport Authority to replace Mike Sims, whose term has expired. This term shall expire September 26, 2027.
I(D)	Appointment of Michael Campbell to the Historical and Architectural Review Commission (HARC) to replace Greg McCord, who resigned. This term shall expire March 9, 2024.
I(E)	Personnel Actions
I(F)	A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 5 TO THE CONSTRUCTION CONTRACT WITH MIDSTATES CONSTRUCTION, INC. FOR THE ROBERT CHERRY CIVIC CENTER, IN THE AMOUNT OF \$4,790.15, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME (MO #2823, BK 13)
I(G)	A MUNICIPAL ORDER AUTHORIZING AN ADDENDUM TO THE LEASE AGREEMENT WITH HERITAGE OPERATING, LLC DBA CREMATION SOCIETY OF PADUCAH AND AUTHORIZING THE MAYOR TO EXECUTE SAID ADDENDUM AND ALL DOCUMENTS RELATED TO SAME (MO #2824, BK 13)
I(H)	A MUNICIPAL ORDER ADOPTING CONTRACT MODIFICATION NO. 1 TO MODIFY THE SCOPE OF THE CONTRACT WITH CHAMBERS ROOFING CO., INC., FOR THE MARKET HOUSE ROOF REPLACEMENT FOR AN INCREASE OF \$1,288.17, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION AND ALL OTHER DOCUMENTS RELATED TO SAME (MO #2825, BK 13)
I(I)	A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A “CREATING VIBRANT COMMUNITIES” GRANT THROUGH THE KENTUCKY TRANSPORTATION CABINET’S TRANSPORTATION DEVELOPMENT PLANNING ASSISTANCE PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2826, BK 13)
I(J)	A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR A KENTUCKY EQUITABLE ENTREPRENEURIAL ECOSYSTEMS IN RURAL COMMUNITIES GRANT THROUGH MAIN STREET AMERICA IN THE AMOUNT OF \$5,000 FOR TECHNICAL ASSISTANCE AND A \$1,500 IEDC STIPEND FOR PROFESSIONAL CERTIFICATION, ACCEPTING ANY GRANT FUNDS AWARDED, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME (MO #2827, BK 13)
I(K)	A MUNICIPAL ORDER ACCEPTING THE BID OF GALLS, LLC, FOR THE PURCHASE OF UNIFORMS FOR PADUCAH FIRE DEPARTMENT EMPLOYEES, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME (MO #2828; BK 13)

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

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

November 14, 2023

MUNICIPAL ORDERS

APPROVE SCHEDULE OF FEES FOR THE ROBERT CHERRY CIVIC CENTER

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER SETTING NEW RENTAL RATES FOR THE ROBERT CHERRY CIVIC CENTER, LOCATED IN THE CITY OF PADUCAH, KENTUCKY, PURSUANT TO CHAPTER 70-32(c), PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.”

Adopted on call of the roll yeas, Commissioners Guess, Smith, Wilson, and Mayor Bray (4).
(MO#2829; BK 13)

2024-2025 ANNUAL AGREEMENT – KENTUCKY MAIN STREET DESIGNATION

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners adopt a Municipal Order entitled, “A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A 2024-2025 ANNUAL AGREEMENT BETWEEN THE CITY OF PADUCAH AND KENTUCKY MAIN STREET RELATED TO REQUIREMENTS FOR MAIN STREET ACCREDITATION.”

Adopted on call of the roll yeas, Commissioners Guess, Smith, Wilson, and Mayor Bray (4).
(MO#2830; BK 13)

ORDINANCE INTRODUCTIONS

ANNEXATION OF 3110 NEW HOLT ROAD, 3112 NEW HOLT ROAD, 5065 CONCORD AVENUE AND 5075 CONCORD AVENUE

Commissioner Guess offered Motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY ANNEXING CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND ACCURATELY DEFINING THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS.” This ordinance is summarized as follows: Finalizing the annexation of a tract of property adjacent to the present city limits, located at 3110 New Holt Road, 3112 New Holt Road, 5065 Concord Avenue, and 5075 Concord Avenue containing 2.57 acres more or less.

CLOSURE OF 33,722 SQUARE FEET OF VERMONT STREET BETWEEN 124 & 169 NOLAN AVENUE, 100 & 137 VERMONT STREET AND 125 RIDGEVIEW STREET

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE PROVIDING FOR THE CLOSING OF 33,722 SQUARE FEET OF VERMONT STREET BETWEEN 124 & 169 NOLAN AVENUE, 100 & 137 VERMONT STREET, AND 125 RIDGEVIEW STREET, AND AUTHORIZING THE INITIATION OF A REQUEST IN CIRCUIT COURT FOR THE CLOSURE, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS

November 14, 2023

RELATING TO SAME.” This Ordinance is summarized as follows: The City of Paducah does hereby authorize the closure of 33,722 square feet of Vermont Street between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street and 125 Ridgeview Street, and authorizes, empowers, and directs the Mayor to execute quitclaim deeds from the City of Paducah to the property owners in or abutting the public way to be closed and all other necessary documents to effectuate the closure.

APPROVAL OF CONTRACT MODIFICATION #1 – SOUTH 25TH STREET IMPROVEMENT PROJECT WITH CENTRAL PAVING CO., IN THE AMOUNT OF \$69,535.09

Commissioner Wilson offered Motion, seconded by Commissioner Smith, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE APPROVING CONTRACT MODIFICATION NO. 1 WITH CENTRAL PAVING CO. FOR THE 25TH STREET IMPROVEMENT PROJECT IN AN AMOUNT OF \$69,535.09 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME.” This ordinance is summarized as follows: This ordinance authorizes the Mayor to execute Contract Modification No. 1 with Central Paving Co. in the amount of \$69,535.09, for a new total contract cost of \$1,948,327.39.

APPROVAL OF CONTRACT MODIFICATION #2 OF CONSTRUCTION CONTRACT WITH JIM SMITH CONTRACTING, LLC, IN THE AMOUNT OF \$127,300

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE CONTRACT MODIFICATION NO. 2 WITH JIM SMITH CONTRACTING, LLC., IN THE AMOUNT OF \$127,300 FOR THE ADDITION OF EIGHT SLUICE GATES, RESULTING IN A FINAL CONTRACT AMOUNT OF \$1,815,900 FOR THE FLOODWALL FLAPGATE PROJECT.” This ordinance is summarized as follows: This ordinance authorizes the Mayor to execute Contract Modification No.2 with Jim Smith Contracting, LLC to increase the contract in an amount of \$127,300, resulting in a final contract amount of \$1,815,900.

APPROVE RESIDENTIAL INFILL AGREEMENT BY AND BETWEEN CITY OF PADUCAH AND EMD PROPERTIES, LLC, FOR LABARRI SUBDIVISION NOT TO EXCEED \$197,991.86

Commissioner Smith offered Motion, seconded by Commissioner Wilson, that the Board of Commissioners introduce an Ordinance entitled, “AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A RESIDENTIAL INFILL AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND EMD PROPERTIES, LLC, FOR LABARRI SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ALL DOCUMENTS RELATED TO SAME.” This Ordinance is summarized as follows: This ordinance approves a Residential Infill Agreement between the City of Paducah and EMD Properties, LLC, for the LaBarri Subdivision for a period of eight (8) years with a total rebate not to exceed \$197,991.86 and authorizes the Mayor to execute all documents related to same.

November 14, 2023

DISCUSSION

FINANCIAL OVERVIEW FY2023

Communications Manager Pam Spencer provided the following summary:

”Finance Director Jonathan Perkins provided an overview of Fiscal Year 2023 which ended June 30, 2023. Perkins focused on the City’s main operating fund, the General Fund, and its primary sources of revenue. As a comparison, Perkins looked at the last three fiscal years to review revenue growth and expenditures. Below are a few of the highlights:

- For FY2023, revenue for the General Fund totaled nearly \$50 million which was 18 percent higher than in FY2022 due to COVID (ARPA) funding. The COVID funding is counted in the fiscal year in which it was spent. Revenue did not change significantly between FY2022 and FY2021.
- Payroll tax is the largest revenue source for the City of Paducah which generated more than \$19 million in FY2023, a nearly 8 percent increase over FY2022. Mayor George Bray said, “Everything we do for economic development and job growth drives the growth of the City.”
- Paducah’s two hospitals, Walmart, and the Paducah School System are the top four employers with the highest number of employees. Those four employers together have an employee base of nearly 4500.
- Insurance Premium Tax is the second highest revenue source for Paducah with \$6.3 million received in FY2023.
- Property tax is a stable revenue source for the City of Paducah generating more than \$5.8 million in FY2023.
- Business licenses generated more than \$5.37 million in FY2023.
- In reviewing the four main revenue sources (payroll tax, insurance premium tax, property tax, and business licenses), revenue growth was 7.2 percent in FY2023 over FY2022. Growth from FY2021 to FY2022 was 6.8 percent.
- Regarding expenditures, the three largest city departments are Police (\$12.637 million in FY2023), Fire (\$10.439 in FY2023), and Public Works (\$4.206 million in FY2023).

COMMENTS

CITY MANAGER

- Invited everyone to attend the tree lighting in downtown Paducah on Tuesday, November 21 at 5:30 p.m.
- Noble Park lighting will take place on Wednesday, November 22.
- City Hall will be closed for Thanksgiving on November 23 and 24. With the exception of emergency services, there will be no city services on those two days.

ADJOURN

Commissioner Guess offered Motion, seconded by Commissioner Wilson, that the meeting be adjourned.

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

November 14, 2023

TIME ADJOURNED: 6:01 p.m.

ADOPTED: November 28, 2023

ATTEST:

George Bray, Mayor

Lindsay R. Parish, City Clerk

November 28, 2023

RECEIVE AND FILE DOCUMENTS:

Deed File:

1. Deed of Conveyance – City of Paducah to Paducah-McCracken County Habitat For Humanity, Inc. – MO #2788
- 2.

Contract File:

1. Contract Modification No. 2 – Midstates Construction Company, Inc. – Robert Cherry Civic Center - \$6,168.52 – MO #2774
2. Consultant Letter Agreement – Amendment No. 1 – Paducah Fire Department Feasibility Study – MO #2675
- 3.

Financials File:

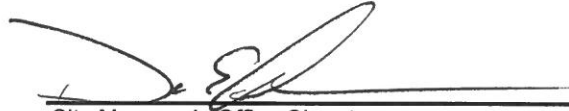
1. Electric Plant Board Years Ended June 30, 2023 and 2022
2. Transit Authority of Paducah – Year Ended June 30, 2023

Bids File:

Contract For Uniform Services for the Fire Department MO #2828
Gall's, LLC

CITY OF PADUCAH
November 28, 2023

Upon the recommendation of the City Manager's Office, the Board of Commissioners of the City of Paducah order that the personnel changes on the attached list be approved.



City Manager's Office Signature

11/21/2023

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
November 28, 2023**

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

<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>
Lauderdale, Kimberly	Telecommunicator \$19.58/hr	Telecommunicator \$19.97/hr	NCS	Non-Ex	December 14, 2023
<u>CUSTOMER EXPERIENCE</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>
Sherwood, Alexandria	Senior Customer Experience Representative \$26.39/hr	Senior Customer Experience Representative \$27.18/hr	NCS	Ex	November 30, 2023
<u>FIRE - PREVENTION</u>					
Hugen, Vaughn	Chief Electrical Inspector \$35.02/hr	Chief Electrical Inspector \$36.07/hr	NCS	Non-Ex	November 30, 2023
Prescott, Jeffrey L.	Deputy Electrical Inspector \$25.72/hr	Deputy Electrical Inspector \$26.23/hr	NCS	Non-Ex	November 30, 2023
Willett, Franklin M.	Code Enforcement Officer \$23.25/hr	Code Enforcement Officer \$23.72/hr	NCS	Non-Ex	November 16, 2023
<u>PARKS & RECREATION</u>					
Marsden, Jared	Assistant Director Parks - Maintenance \$41.76/hr	Assistant Director Parks - Maintenance \$43.01/hr	NCS	Ex	November 16, 2023

Agenda Action Form

Paducah City Commission

Meeting Date: November 28, 2023

Short Title: Approve Regional Government Enterprise Agreement renewal with ESRI, Inc. for an additional 3-year term - **E. STUBER**

Category: Municipal Order

Staff Work
By: Eric Stuber
Presentation
By: Eric Stuber

Background Information: In 1999, the McCracken and Paducah Geographic Information System (MAP~GIS) was formed in order that the member agencies could coordinate their efforts in the development and maintenance of a computer mapping system for Paducah McCracken County.

The MAP~GIS consortium consists of McCracken County Fiscal Court, the City of Paducah, Paducah Water, Paducah Power, E911, and the Joint Sewer Agency.

Since 1999, Environment Systems Research Institute, Inc. (ESRI) has been the partner of choice for GIS software. Since 2011, the MAP~GIS Consortium has had an Enterprise License Agreement (ELA) with ESRI.

This ELA allows the MAP~GIS member agencies to pool together its software licenses and leverage funds previously paid in maintenance to ESRI, which has resulted in an annual savings of over \$100,000 per year between the six agencies. The ELA allows each agency to obtain virtually unlimited licensed copies of most all software offered by ESRI. In doing so, each MAP~GIS member agency has available the full potential of the ESRI GIS computer mapping software, unlocking many new opportunities for development of each of the members' systems.

This ELA, now called a Regional Government Enterprise Agreement (RG1), will renew the existing agreement between the consortium agencies and ESRI for another three-year contract period from January 1, 2024 through January 30, 2027.

The RG1 is a 3-year agreement at \$68,000 per year (\$204,000 total). The City will be the administrator of the licenses and the contract. The consortium members are named as authorized entities.

Through the Interlocal Agreement for MAP~GIS (ORD 2011-12-7888 BK 33) section 4, at the October 9, 2023 specially called meeting, the consortium members voted to adopt a new fee sharing model whereby each member agency will be billed a percentage of the total \$68,000 based on the current number of GIS servers they operate and number of GIS full time equivalents they have on staff. The City's portion for each Fiscal Year 2024, 2025, and 2026 will be \$27,033.00. The remaining \$40,967.00 will be paid from the MAP~GIS project account for the participating consortium members.

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

Communications Plan:

Funds Available: Account Name: GIS Project Account
Computer Software Maintenance

Account Number: GIS001-000-20000-20016
1000-10000501-522020

Staff Recommendation: Adopt a Municipal Order authorizing the Mayor to execute a Regional Government Enterprise Agreement between the City of Paducah, as Managing Customer of the MAP~GIS consortium, and ESRI in the amount of \$68,000 per year for the 3-year term.

Attachments:

1. MO agree ESRI 2024-2026
2. Paducah_McCracken_Regional_Gov_EA_Renewal_proposal_6.2023

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING A CONTRACT BETWEEN ESRI AND THE CITY OF PADUCAH, ON BEHALF OF THE MEMBERS OF THE MAP~GIS CONSORTIUM, FOR A MULTI-JURISDICTIONAL ENTERPRISE LICENSE AGREEMENT

WHEREAS, McCracken County, the City of Paducah, Paducah Water, Paducah Power, E911, and the Joint Sewer Agency formed a consortium named MAP~GIS through an Interlocal Agreement in order to coordinate their efforts in the development and maintenance of a computer mapping system for McCracken County; and

WHEREAS, in 2011, the City, on behalf of the consortium, entered into an agreement with ESRI, a computer mapping GIS software vendor, for a Multi-Jurisdictional Enterprise License; and

WHEREAS, in 2014, the contract was executed for another 3-year period, beginning in January 1, 2015 and ending December 31, 2017; and

WHEREAS, in 2017, the contract was executed for another 3-year period beginning January 1, 2018 and ending December 31, 2020; and

WHEREAS, in 2021, the contract was executed for another 3-year period beginning January 1, 2021 and ending December 31, 2023;

WHEREAS, MAP~GIS wishes to continue services with ESRI for another three years.

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

SECTION 1. That the Mayor is hereby authorized to execute a contract with ESRI for the acquisition and administration of a Multi-Jurisdictional Enterprise License Agreement with the City on behalf of the members of the MAP~GIS Consortium, in an amount not to exceed \$68,000, per year, for a total of \$204,000 for a three (3) year agreement. The contract will become effective January 1, 2024 and end December 31, 2027.

SECTION 2. Through the Interlocal Agreement, each member agency will be billed a percentage of the total \$68,000 based on the current amount of licenses held and the online accounts that their respective agency uses. The City's portion for each Fiscal Year 2024,

2025, and 2026 will be \$27,033. The remaining \$40,967 per fiscal year will be paid from the MAP~GIS project account for the participating consortium members.

SECTION 3. Funds for this expenditure shall be charged to the following accounts:

Computer Software Maintenance
Account Number: 1000-0501-522020

Account Name: MAP~GIS Project Account
Account Number: GIS001-000-20000-20016

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, November 28, 2023
Recorded by Lindsay Parish, City Clerk, November 28, 2023
\\mo\agree ESRI 2024-2026



June 15, 2023

Eric Stuber
Paducah & McCracken Geographic Information Consortium
300 S 5th St
Paducah, KY 42003-1527

Dear Eric,

The Esri Regional Government Enterprise Agreement (RGEA) is a three-year agreement that will grant your organization access to Esri term license software. This agreement will extend the existing EA on the anniversary date and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Regional Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI REGIONAL GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

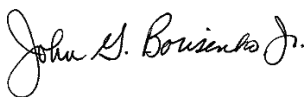
Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,



John G Borisenko, Jr



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-499391

Date: July 18, 2023

Customer # 228267 Contract # ENTERPRISE
AGREEMENT

McCracken & Paducah Geographic
Information System Map GIS
300 S 5th St
Paducah, KY 42003-1527

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 6/15/2023 To: 9/13/2023*

ATTENTION: Eric Stuber
PHONE: 2704448622 x2017
EMAIL: estuber@paducahky.gov

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$68,000.00	\$68,000.00
Populations of 50,001 to 100,000 Regional Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	\$68,000.00	\$68,000.00
Populations of 50,001 to 100,000 Regional Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	\$68,000.00	\$68,000.00
Populations of 50,001 to 100,000 Regional Government Enterprise Agreement Annual Subscription				
Subtotal:				\$204,000.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$204,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
John Borisenko

Email:
jborisenko@esri.com

Phone:
909.369.8530 x8530

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

BORISENKOJ

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



REGIONAL GOVERNMENT ENTERPRISE AGREEMENT (RG1)

This Agreement is by and between _____ City of Paducah _____ ("Managing Customer") and
Environmental Systems Research Institute, Inc. ("Esri").

This Agreement sets forth the terms for Managing Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Managing Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Publisher, ArcGIS Network
 Analyst, ArcGIS Schematics, ArcGIS Workflow
 Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D
 Analyst, ArcGIS Spatial Analyst, ArcGIS
 Geostatistical Analyst, ArcGIS Network Analyst,
 ArcGIS Schematics, ArcGIS Workflow Manager,
 ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 250 ArcGIS Online Viewers
 250 ArcGIS Online Creators
 37,500 ArcGIS Online Service Credits
 250 ArcGIS Enterprise Creators
 5 ArcGIS Insights in ArcGIS Enterprise
 5 ArcGIS Insights in ArcGIS Online
 50 ArcGIS Location Sharing for ArcGIS Enterprise
 50 ArcGIS Location Sharing for ArcGIS Online
 4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 4 ArcGIS Utility Network User Type Extensions (Enterprise)
 4 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside of this Agreement	

*Additional sets of backup media may be purchased for a fee

Managing Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN MANAGING CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

This Agreement authorizes the entities listed in Attachment 1 (each an "**Authorized Entity**") to use Products listed in Table A, provided Authorized Entity signs and returns an executed Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this Agreement. Managing Customer may not Deploy any Products to an Authorized Entity until Managing Customer has received and sent to Esri the executed Authorized Entity Acknowledgment Statement.

Term of Agreement: Three (3) years, January 31, 2024 - January 30, 2027

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Paducah
(Managing Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

MANAGING CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Customer" means Managing Customer and Authorized Entity.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Managing Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Managing Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Managing Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement. Additionally, Esri grants to Managing Customer the right to Deploy for Customer's internal use, provided prior to Deploying to an Authorized Entity, Esri receives a signed copy of the Authorized Entity Acknowledgment Statement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Managing Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference

registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Managing Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

3.6 Termination of an Individual Authorized Entity. Esri may terminate the license rights of a particular Authorized Entity for material breach without terminating this Agreement with Managing Customer. The breaching Authorized Entity will be given a period of thirty (30) days from the date of written notice to cure any material breach. Upon the termination of an Authorized Entity, all Products Deployed to the Authorized Entity will also terminate. Managing Customer shall reasonably cooperate with Esri in termination of an Authorized Entity for material breach of this Agreement, including enforcement of the Agreement with respect to such Authorized Entity. There will be no reduction in the Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this Agreement.

3.7 Termination by Authorized Entity. If an Authorized Entity no longer desires to participate in this Agreement, the Authorized Entity may terminate; however, there will be no decrease in the Fee as a result.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of

Products by providing written notice to Managing Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Managing Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Managing Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Managing Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions

as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Managing Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Managing Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Managing Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Managing Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Managing Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Managing Customer interest at a monthly rate equal to the lesser of one percent

(1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Managing Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
 - d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Managing Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Managing Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements.** Esri does not require Managing Customer to issue a purchase order. Managing Customer may submit a purchase order in accordance with its own process requirements, provided that if Managing Customer issues a purchase order, Managing Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Managing Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Managing Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Managing Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0 —MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's

organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will uninstall, remove, and destroy or transfer the Products to Customer.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

ATTACHMENT 1
AUTHORIZED ENTITY LIST

1. Authorized Entity Name: McCracken County
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____
2. Authorized Entity Name: Paducah Power System
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____
3. Authorized Entity Name: Paducah McCracken
County Joint Sewer
Agency
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____
4. Authorized Entity Name: Paducah McCracken
County E-911
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____
5. Authorized Entity Name: Paducah Water
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**") and City of Paducah ("**Managing Customer**"), have entered into a Regional Government Enterprise Agreement ("**Agreement**") for licensing certain rights to use and Deploy Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

McCracken County
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

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No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Paducah Power System
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

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No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Paducah McCracken County Joint Sewer Agency
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

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No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Paducah McCracken County E-911
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

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No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Paducah Water
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Agenda Action Form

Paducah City Commission

Meeting Date: November 28, 2023

Short Title: Approve the City of Paducah's 2024-2025 Fuel Contract with Midwest Terminal - **C. YARBER**

Category: Municipal Order

Staff Work By: Jim
Scutt, Debbie Collins
Presentation By: Chris
Yarber

Background Information: On November 9, 2023 sealed bids were received for the City of Paducah's requirement of Fuel Contract for the 2024 and 2025 calendar years with two additional one-year renewal options if agreed upon by both parties. JSC Terminal , LLC dba MidWest Terminal submitted the only bid and upon review, was found to be responsive in accordance with the specifications. JSC submitted a bid price of a daily adjustment of \$0.13 per gallon above the Oil Price Information Service (OPIS) for all three fuels required: Gasoline (87 Octane), Diesel Fuel (Grade #2) and Diesel Fuel Off-Road (High Sulfur). Also, \$0.04 above OPIS for ValTec Marine Gasoline Additive and ValTec Premium Diesel Additive Biograde Microbiocide.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name: Various Department Accounts

Account Number:

Staff Recommendation: To receive and file the bid submitted for the City of Paducah's requirement of Fuel for the 2024-2025 calendar years with two additional one-year renewal options, if agreed by both parties; and to adopt an Ordinance authorizing the Mayor to enter into a contract with JSC Terminal , LLC dba MidWest Terminal for the supply of Fuel with a daily adjustment of \$0.13 per gallon above the Oil Price Information Service (OPIS) for all three fuels required: Gasoline (87 Octane), Diesel Fuel (Grade #2) and Diesel Fuel Off-Road (High Sulfur). Also, \$0.04 above OPIS for ValTec Marine Gasoline Additive and ValTec Premium Diesel Additive Biograde Microbiocide.

Attachments:

1. MO - contract-fuel 2024-2025
2. Official Bidder List Pick Up - 2023-2024 Fuel Contract
3. 00020 - Invitation to Bid
4. Bid Tab
5. JSC Terminal, LLC dba MidWest Terminal Bid
6. 00500 - Agreement Fuel _ MWT

MUNICIPAL ORDER _____

AN MUNICIPAL ORDER ACCEPTING THE BID OF JSC TERMINAL, LLC, D.B.A. MID WEST TERMINAL FOR THE CITY'S FUEL SUPPLY FOR THE 2024-2025 CALENDAR YEARS, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah accepts the bid of JSC Terminal, LLC, d.b.a. Mid-West Terminal dated November 9, 2023, for the City's purchase of gasoline (87 Octane), diesel fuel (Grade #2), and diesel fuel off-road (High Sulfur) at a price of \$0.13 per gallon above OPIS (Oil Price Information Service), as well as ValTec Marine Gasoline Additive and ValTec Premium Diesel Additive Biograde Microbiocide at a price of \$0.04 above OPIS for the calendar years 2024 and 2025, said bid being in substantial compliance with the bid specifications.

SECTION 2. The Mayor is hereby authorized to execute a contract between the City of Paducah and JSC Terminal, LLC, d/b/a MidWest Terminal, for the City's fuel supply as set out in Section 1 above. Said contract is in substantial compliance with bid specifications, advertisement for bids, and bid of JSC Terminal, LLC, dated November 9, 2023, for a term of two years and contains an option to renew at the same terms for two additional one-year periods if both parties agree.

SECTION 3. This expenditure shall be charged to various accounts.

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, November 28, 2023
Recorded by Lindsay Parish, City Clerk, November 28, 2023
\\mo\works\contract-fuel 2024-2025

PUBLIC WORKS DEPARTMENT

Fuel Contract for 2024-2025

BID OPENING: Thursday, November 9, 2023, 2:00 p.m., CST

commission chamber renovation:
open in: Team
Room
1st floor

No.	Official Bidder - Company/Business Name	Name of Person Picking up Specs/Plans	Mailing Address	Business Phone Number	Fax Number	E-Mail Address
1	Petroleum Traders Corporation	Savannah Kern	1120 Pointe Inverness Way Fort Wayne, IN 46804	1-888-637-7061		skern@petrotraders.com sent via email 10/24/23 @ 8:54am
2	MidWest Terminal	Cheryl Baugus	725 N 5th St Paducah, Ky 42001	270-408-4408	270-444-6224	cheryl.b@jsc.ky.com via email 10/25/23 @ 12:26pm
3	Prime Vendor	Kim Jones	4622 Cedar Avenue Wilmington, North Carolina	910-805-9630	910-726-1973	primervendor123@gmail.com via email 10/1/23 @ 11:44am
4	Colonial Oil Industries Inc	Will Taylor	2112 Rankin Street Savannah, GA 31415	912-236-1331 ext 3853		WTaylor@colonialoil.com via email 11/1/23 @ 11:49am
5						
6						
7						
8						
9						
10						

INVITATION TO BID

RECEIPT OF PROPOSALS:

The City of Paducah, Public Works Department will receive sealed bids for the City of Paducah's **Fuel Contract for 2024-2025** at 2:00 P.M., Thursday, November 9, 2023. All bids received will be publicly opened and read aloud in the Commission Chambers, Second Floor, City Hall, 300 South 5th Street, Paducah, Kentucky.

OBTAINING CONTRACT DOCUMENTS:

Copies of the specifications may be obtained at the office of the Public Works Department located at 1120 North 10th Street.

BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be given to the **responsible bidder** who submits the **responsive bid of the Lowest Evaluated Bid in accordance with the specifications.**

CONTRACT TIME

The contract shall be binding upon the City and the Vendor, his partners, successors, assigns, and legal representatives for the **2024** calendar year and the **2025** calendar year ending **December 31, 2025**. The term of the contract may be renewable for **TWO additional one-year terms**, upon the mutual agreement of both parties. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure that employees and applicants for employment are not discriminated against because of their race, religion, color, sex national origin, age or disability.

DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All contractors and subcontractors doing business for the City of Paducah shall adhere to this policy.

OWNER'S RIGHTS RESERVED

The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Project Specifications.

CITY OF PADUCAH

PUBLIC WORKS DEPARTMENT

FUEL CONTRACT FOR FY 2024-2025

LOWEST EVALUATED BID

BID OPENING: November 9, 2023

OFFICIAL BIDDER OF RECORD:	MidWest Terminal		
Gasoline - 87 Octane	.13 above OPIS	\$	\$
Diesel Fuel - Grade No. 2 Fuel	.13 above OPIS	\$	\$
Diesel Fuel - Off Road High Sulfur	.13 above OPIS	\$	\$
ValTec Marine Gasoline Additive and ValTec Premium Diesel Additive Biograde Microbiocide	.04 above OPIS	\$	\$

REQUIRED DOCUMENTS:

1. Bid Bond - 5% of Bid	Yes		
Bidder's Required Certifications	Yes		
Compliance with Technical Specifications	Yes		

PREFERENCE TO KENTUCKY BIDDERS:

State Bidder is Resident	Kentucky		
If Not KY Resident - Preference given			
Addition Reciprocal Preference for KY Bidders	N/A		

Evaluation Score:	1000		
Responsive & Responsible Bidder:	Yes		
BID RECOMMENDED FOR ACCEPTANCE	Yes		

CITY OF PADUCAH, KENTUCKY
PUBLIC WORKS DEPARTMENT

BID PROPOSAL - FUEL CONTRACT 2024-2025

Proposal of JSC Terminal LLC dba Midwest Terminal
(hereinafter called Bidder), organized and existing under the laws of Kentucky
(state) and doing business as A Corporation*, as
applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)

*Insert "A Corporation", A Partnership" or "An Individual"

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, materials, equipment, tools and services necessary for providing the City of Paducah's requirement of **FUEL for 2024-2025** in accordance with the specifications and other contract documents prepared by the Public Works Department, at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independent, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

Security in the sum of **Five Thousand Dollars (\$5,000.00)**, in the form of a Bid Bond or cashier's check, is submitted herewith in accordance with the Specifications. This Security is furnished to the Owner as a guarantee that the agreement will be executed and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned.

Bidder has submitted with this Bid Proposal the required signed and notarized Certifications as required by the laws of the Commonwealth of Kentucky. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

If Notice of Award is given to the Bidder within Sixty (60) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract in the prescribed form and submit a Certificate of Insurance within ten (10) days after the Contract is presented for signature.

CONTRACT TIME

The contract shall be binding upon the City and the Vendor, his partners, successors, assigns, and legal representatives for the **2024** calendar year and the **2025** calendar year ending **December 31, 2025**. The term of the contract may be renewable for **TWO additional one-year terms**, upon the mutual agreement of both parties. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

Bid prices shall begin upon execution of the contract. Said bid prices may be adjusted daily in accordance with the Oil Price Information Service (OPIS). Bids shall include sales tax and all other applicable taxes and fees. **The Contract time period will be a two (2) calendar-year contract with two additional one-year renewal options as further defined within the Specifications.**

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

BID PROPOSAL:

ITEM	DESCRIPTION	UNIT	NOTE: AT, ABOVE OR BELOW OPIS	FIXED UNIT PRICE
1.	Gasoline - 87 Octane	Gallon	<u>.13 above</u>	\$ <u>N/A</u>
2.	Diesel Fuel - Grade No. 2 Fuel	Gallon	<u>.13 above</u>	\$ <u>N/A</u>
3.	Diesel Fuel - Off Road - High Sulfur	Gallon	<u>.13 above</u>	\$ <u>N/A</u>
4.	ValvTect- Marine Gasoline Additive and ValvTect Premium Diesel Additive with Biogard Microbiocide	Gallon	<u>N/A</u>	\$ <u>.04</u>

GRADING CRITERIA

The Bidder is aware that the Owner will evaluate the Bids submitted based on the Criteria listed on the "Owner Evaluation Form - Section 00330" as included within the Specifications.

ADDENDUM

The undersigned hereby acknowledges receipt of the following Addenda (s) if provided:

Addendum No(s) _____ Dated _____

ATTACHMENTS TO THE BID PROPOSAL REQUIRED:

1. Bid Bond in the amount of 5% of the bid.
2. Bidder's Required Certification Signed and Notarized.
3. All additional information as required within the Technical Specifications.

PREFERENCE TO KENTUCKY BIDDERS

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

Bidder is a resident of the following state: Kentucky

If Bidder is a non-resident of the Commonwealth of Kentucky, indicate if any preference is given by the resident's state: _____

BID DOCUMENTS:

Bid Documents including the Bid Guaranty, shall be enclosed in an envelope clearly labeled with the words "Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening," in order to guard against premature opening of the bid. Bids received late will be disqualified and returned to the sender unopened.

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: JSC Terminal LLC dba Midwest Terminal
BY: Cheryl Baugus DATE: 11/8/2023
TITLE: President/CEO
ADDRESS: 725 North Fifth Street
Paducah, KY 42001
PHONE: 270-442-0362 FAX: 270-444-6224
CELL PHONE: 270-201-0270 E-MAIL: cheryl.b@jscy.com
FEDERAL TAXPAYER IDENTIFICATION NUMBER: 26-4086769
KENTUCKY TAXPAYER IDENTIFICATION NUMBER: 0721581
CITY OF PADUCAH BUSINESS LICENSE NUMBER: 15-00024854

**CITY OF PADUCAH, KENTUCKY
BIDDER'S REQUIRED CERTIFICATIONS**

The Bidder is hereby given notice that in accordance with the statutes of the Commonwealth of Kentucky, the Bidder is required to submit the following Certifications with the Bid Proposal. **Failure to comply with this requirement will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

1. NON-COLLUSION

The affiant does solemnly swear, under penalty of perjury under the Laws of the United States, that I, the undersigned Bidder, and/or any agents, officers, employees and/or subcontractors employed, or that may be employed for any activity covered by the above Project have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this Bid Proposal.

2. WORKERS' COMPENSATION AFFIDAVIT

The affiant does solemnly swear, under penalty of perjury pursuant to KRS 198B.060(10), that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project shall be in full compliance with Kentucky's requirements for Workers' Compensation Insurance according to KRS 342, and Unemployment Insurance according to KRS Chapter 341.

The affiant acknowledges that failure on the affiant's part to comply with the foregoing assurances can result in a fine not to exceed four thousand dollars (\$4,000.00) or an amount equal to the sum of all uninsured and unsatisfied claims that might be prosecuted under the provisions of KRS 342 or unemployment insurance claims that might be prosecuted under the provisions of KRS 341, whichever is greater.

3. CAMPAIGN FINANCE LAWS

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project have not knowingly violated any provisions of the Campaign Finance Laws of the Commonwealth of Kentucky; and that the award of a Contract to the Bidder or the entity in which he/she represents will not violate any provisions of the Campaign Finance Laws of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

4. KRS 45A.343

The affiant does solemnly swear, under penalty of perjury, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are fully aware of the requirements and penalties outlined in KRS 45A.343 requiring the following:

- (a) the Contractor and all Subcontractors performing the work under the Contract to reveal any final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and that
- (b) the Contractor and all Subcontractors performing the work under the Contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contractor.

Failure to reveal a final determination of a violation or to comply with the statutes for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts for a period of two (2) years.

5. KY DEPT OF REVENUE

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

6. TAXES AND FEES

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are not delinquent on any State, City or County taxes or fees owed to the Commonwealth of Kentucky, The City of Paducah, or any other governmental agency and will remain in good standing for the duration of any contract awarded.

Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky is reasonably relying upon these statements in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds, and other available remedies under law.

Signature: Cheryl Baugus
Printed Name: Cheryl Baugus
Title: President/CEO
Company: JSC Terminal LLC dba Midwest Terminal
Date: 11/8/2023

STATE OF Kentucky)
COUNTY OF McCracken)

The foregoing instrument was sworn to and acknowledged before me this 8th day of November, 2023 by Cheryl Baugus, President/CEO (title) of JSC Terminal LLC (Name of Company).

My commission expires: May 28, 2025

Samuel Sharp
Notary Public, State at Large

KYNP#36722

SEAL



TECHNICAL SPECIFICATIONS FOR FUEL and Compliance with Technical Specifications Form

The City of Paducah Fleet consists of approximately 250 different types of road vehicles that use gasoline and diesel fuel. Most vehicles will need access to fueling facilities located throughout the City; others may require on-site delivery. The vehicles include, but are not limited to automobiles, pickup trucks, small to mid-size tractors, backhoes, wheel loaders, dump trucks, road graders and large Class 8 solid waste refuse collection trucks. The approximate annual fuel usage is as follows: 87 Octane Gasoline - 118,000 gallons; #2 diesel - 91,000 gallons and Off-Road (high-sulfur) diesel - 10,000 gallons.

The Bidder is required to accurately and fully complete this "Compliance with Technical Specifications" form and submit with the Bid Proposal. Bidder shall indicate compliance with each Technical Item by marking "YES" or "NO" with a check mark to indicate if the item being bid is exactly as specified. If the item is not being bid as exactly specified, the "NO" column must be checked and a detailed description of the deviation shall be listed on a separate attached sheet.

Failure to accurately complete and submit the "Compliance with Technical Specifications" form, along with any and all deviations, shall be grounds for rejection of the bid. If no exceptions or deviations are shown, the bidder shall be required to furnish the material exactly as specified. The burden of proof for compliance with this specification shall be the responsibility of the bidder.

FUEL REQUIREMENTS:

	<u>YES</u>	<u>NO</u>
Provide fuels (gasoline, diesel, and off-road diesel) to the City (cents per gallon) at a set price above, equal or below Oil Price Information Service (OPIS). OPIS prices will be calculated on a daily basis. Verification of OPIS pricing shall be submitted with each monthly invoice.	<u>✓</u>	<u> </u>
Gasoline shall be Octane 87 and shall conform in every aspect to the respective detailed requirements as listed in ASTM (American Society of Testing Materials) Standard D439-79.	<u>✓</u>	<u> </u>
Diesel fuel shall be Grade No. 2 fuel and shall conform in every respect to the respective detailed requirements as listed in ASTM (American Society of Testing Materials) Standard D975-78. The octane rating shall be not less than 40.	<u>✓</u>	<u> </u>
Off-road (high-sulfur) diesel fuel and shall conform in every respect to the respective detailed requirements as listed in ASTM (American Society of Testing Materials) Standard D975-78. The octane rating shall be not less than 40.	<u>✓</u>	<u> </u>
The vendor shall provide the City with at least 15 days prior notice, in writing, before changing fuel suppliers.	<u>✓</u>	<u> </u>

FUELING SITES:

YES

NO

A minimum of **TWO (2)** fueling locations are required within the City Limits. One site shall be on the North/East side of the City and one site shall be on the South/West side of town. All sites shall be equipped with electronic fuel dispensing and vehicle tracking equipment.

✓

Proposed Sites: 725 North 5th Street (Midwest Terminal)
5941 Mike Smith Drive (Coast Toyota)

Attach list of additional Fueling Sites (if any)

At least one (1) suitable fueling site must have a back-up generator and be capable of operating 24 hours a day, 7 days a week including during emergencies (power outages, ice/snow storms, etc.). Location: 725 North 5th Street

✓

Vendor shall deliver Off-road (high-sulfur) diesel fuel to the City's compost yard and any other locations requiring separate fueling. The City will provide a 12-hour notice for these services.

✓

Vendor shall deliver fuel to emergency vehicles during emergency situations within one (1) hour notice. Attach list of Emergency Alternate Sites available for fueling in emergency situations.

✓

ELECTRONIC AUTOMATED SYSTEM:

An Electronic Automation System for electronic fueling cards and electronic daily records as requested within these Specifications shall be in place at time of submittal of the Bid Proposal to qualify as a Viable Bidder. Failure of this requirement shall disqualify the Bidder.

✓

Furnish electronic fuel dispensing cards or electronically coded keys to the City at no charge. This shall consist of cards for each vehicle/equipment and a Pin ID # for each individual employee. A one card system will be accepted if there are significant means of security provided through a pin number or other means.

✓

Additional cards/keys will be made available within 24 hours of request. Selected Vendor shall provide the City with a contact name and phone number for additional cards.

✓

Electronic System to accommodate hour meter readings.

✓

Electronic System to accommodate odometer readings.

✓

REPORT REQUIREMENTS:

YES

NO

Provide an electronic daily fuel report in a format that can be directly imported into the City's operating system. The City will provide a sample report showing the formatting parameters and data to be collected. Vendors will demonstrate the ability to provide these reports and the ability for information to be integrated successfully into the City's operating system prior to the award of the contract.

✓

Provide daily accounting of City fuel purchases, through an automated computer system, on a weekly and/or monthly basis

✓

Furnish the City with a monthly summary and analysis of the City's fuel use for the period. This report shall list the following information separately for each department and required cost centers identified by the City: vehicle tracking, personnel tracking, location tracking, quantity, and pricing.

✓

The City shall not be charged federal, state or local taxes as allowed under current laws. The Vendor shall process all paperwork associated with the federal excise taxes exemptions for the City.

✓

Transient Dock

Vendor shall provide ValvTect Marine Gasoline Additive and ValvTect Premium Diesel Additive with Bioguard Microbiocide

✓

Vendor shall agree to maintain its ValvTect Tank Certification at no Additional cost to the owner, which shall include conducting the following Activities:

Independent laboratory testing to ensure there is no water in Gasoline storage tank.

Independent laboratory testing to ensure diesel bottom samples are free of microbiological contamination.

Listing of Paducah Transient Boat Dock as a ValvTect certified location under the heading "Where to Buy" on ValvTect's website valvtect.com

✓

Vendor shall monitor tank levels at the dock at no additional cost to owner, Vendor shall also manage inventory levels at the dock as directed by Owner.

✓

The following item is a request and not a mandatory requirement. If the Vendor does not have video surveillance equipment available, responding "NO" will not affect the overall compliance of the aforementioned Technical Specification requirements.

OPTIONAL REQUEST - NOT A REQUIREMENT:

YES

NO

It is requested that the fueling locations have video surveillance equipment located at the fuel pumping area.

✓

JSC Terminal, LLC

City of Paducah

Emergency Alternate Sites

- 1) Midwest Terminal Cardlock site at 725 North 5th Street can operate using a back-up generator during power outages or ice/snowstorms.**
- 2) Midwest Terminal can provide direct equipment fueling via fuel truck during emergencies.**

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we JSC TERMINAL LLC DBA MIDWEST TERMINAL
(Name of Principal - Bidder)

as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
(Name of Surety - Insurance Company)

a Corporation duly organized under the laws of the State of CONNECTICUT
(State)

as Surety, hereinafter called the Surety, are held and firmly bound unto the **CITY OF PADUCAH,**
KENTUCKY, as Obligee, hereinafter called the Obligee, in the sum of:

\$ 5,000.00 (FIVE THOUSAND Dollars and NO Cents)

for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for CITY OF PADUCAH FUEL CONTRACT 2024-2025
(Name of Project)

Dated 11/9/2023 to the **CITY OF PADUCAH, KENTUCKY**, Obligee.

NOW, THEREFORE:

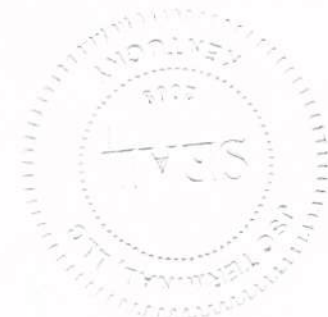
If the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee
in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or
contract documents with good and sufficient surety for the faithful performance of such contract documents
and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the
failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the
Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligee may in good faith contract with another party to perform the work
covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PRINCIPAL: Signed and sealed this 9TH day of NOVEMBER 2023.

Cheyl Baugus
(Principal Bidder)

President/CEO
(Title)

(SEAL)



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Michael Smith, certify that I am the Corporate Secretary of the Corporation named as Principal in the within Bond; that Cheryl Baugus who signed the said Bond on behalf of the Principal was then President/CEO of said Corporation; that I knew his/her signature, and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its governing body.


(Principal-Bidder Corporate Secretary)

(Corporate Seal)

SURETY: Signed and sealed this 9TH day of NOVEMBER 2023.


(Surety - Insurance Company)

CHRIS GUNN, ATTORNEY-IN-FACT
(Title)

(SEAL)

Attach Surety Power of Attorney

TRAVELERS**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company****POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Chris Gunn, Michael Martin, Ashley O'Daniel, Debbie Tucker, Sussann Lovett, and Heather R. Lynn of Benton, Kentucky, their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

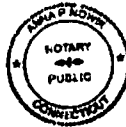
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of November, 2023.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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

AGREEMENT - CITY OF PADUCAH'S FUEL SUPPLY 2024-2025

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and **JSC Terminal, LLC dba MidWest Terminal**, hereinafter called the **VENDOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE

The Vendor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the procurement of the **City of Paducah's Fuel Supply for 2024-2025**. The Fuel supplied shall be in accordance with this Agreement, Specifications and any Addendum(s) issued.

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

ARTICLE 2. CONTRACT TIME

This Contract shall be binding upon the City and the Vendor, his partners, successors, assigns, and legal representatives for 2024 calendar year and the 2025 calendar year ending December 31, 2025. Neither the City nor the Vendor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

The term of the contract may be renewable for TWO additional one-year terms, ending December 31, 2026 and December 31, 2027 consecutively, upon the mutual agreement of both parties. The City Public Works Director, acting as agent for the Owner, shall determine, in his sole discretion, the option to renewal. If agreed, this renewal option will be exercised by both parties executing and delivering the written One-Year Renewal Agreement. The City reserves the right to purchase Fuel at the quoted prices until the One-Year Renewal Agreement has been executed by the parties. However, in no case shall the Vendor be bound to supply Fuel at the contract prices past the given contract end date.

ARTICLE 3. CONTRACT PRICES

The Owner shall pay the Vendor for Fuel at the rates listed below, allowing for the adjustment of the Oil Price Information Service (OPIS) daily, as quoted in the Bid Proposal by the Vendor dated **November 9, 2023**, which shall constitute full compensation for the procurement authorized herein:

1. Gasoline - 87 Octane: \$ _____ .13 above _____ OPIS
2. Diesel Fuel - Grade No. 2 Fuel: \$ _____ .13 above _____ OPIS
3. Diesel Fuel - Off Road - High Sulfur: \$ _____ .13 above _____ OPIS
4. ValvTect Marine Gasoline Additive and ValvTect Premium Diesel Additive with Bioguard Microbiocide \$ _____ .04 above _____ OPIS

ARTICLE 4. REQUESTS FOR PAYMENT

The Vendor will be required to submit each month, and no more than once a month, a properly completed Invoice in accordance with all of the provisions stated within the Specifications. Additionally, the Vendor shall submit official documentation of the Oil Price Information Service (OPIS) to justify the daily Fuel Prices charged on the Invoice. Upon receipt of a properly completed Invoice and all required documentation, the Owner agrees to make Payment within Thirty (30) days of the submitted Invoice. The Owner reserves the right to withhold any of all payments or portions thereof if the Contractor fails to perform in accordance with the provisions of the contract or any modifications thereto.

ARTICLE 5. THE CONTRACT DOCUMENTS

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

ARTICLE 6. GOVERNING LAW

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

ARTICLE 7. THE CONTRACT DOCUMENTS

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

IN WITNESS WHEREOF:

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

VENDOR

BY _____
TITLE _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

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

Agenda Action Form

Paducah City Commission

Meeting Date: November 28, 2023

Short Title: Authorize the Mayor to execute a contract with Evrard Company Incorporated - Kentucky Division, for the construction of dog parks and roadway improvements in Noble Park in an amount of \$612,700- **A. CLARK**

Category: Municipal Order

Staff Work
By: Amie Clark
Presentation
By: Amie Clark

Background Information: On September 7, 2022, the Sports Tourism Commission, McCracken County Fiscal Court, and the City of Paducah entered into an Interlocal Cooperative Agreement (ILA). In the agreement, it was determined that a portion of this project would be funded out of the Paducah Sports Park project.

The Board of Commissioners accepted a recommendation from the Sports Tourism Commission for the relocation of the dog parks in Stuart Nelson Park to Noble Park for the Sports Park Project on February 28, 2023. On June 27, 2023, the Board of Commissioners accepted the recommendation from the Sports Tourism Commission for approval of a preliminary civil design based budget of \$278,424.00 to be funded out of the sports park project, while any additional funding needed for road improvements, parking, and amenities above and beyond "like for like" would be funded by the City.

On July 6, 2023, the Parks and Recreation Department entered into a contract for design of the relocated dog parks with Bacon, Farmer, Workman engineering and testing in the amount of \$14,000. On October 10, 2023, a Request for Proposals was released for construction of the dog parks with a bid closing date of October 31, 2023.

Three companies submitted proposals for the project. Evrard Company Incorporated submitted an acceptable proposal and is the lowest bidder, with a total project cost of \$612,700.00 to include the base bid, and both alternate bids and is broken down as follows:

Base Bid in the amount of \$551,000.00
\$332,570.10 funded through the ILA
\$218,429.90 funded by the City

Alternate #1 in the amount of \$12,000.00
Alternate #2 in the amount of \$49,700.00

Does this Agenda Action Item align with a Commission Priority? Yes
If yes, please list the Commission Priority: Sports Park Project

Communications Plan:

Funds Available: Account Name: Dog Park Project

Account Number: PA0132

Staff Recommendation: Approve

Attachments:

1. MO contract - Evrard Company - dog park construction Noble Park
2. 2002A - Bid Evaluation Letter - Dog Park Relocation - 20231103
3. 2002A - Bid Tabulation - Dog Park Relocation - 20231031

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH EVRARD COMPANY, INC. IN THE AMOUNT OF
\$612,700 FOR THE CONSTRUCTION OF DOG PARKS AND ROADWAY
IMPROVEMENTS IN NOBLE PARK

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby accepts the bid of Evrard Company, Inc. in an amount of \$612,700 for the construction of dog parks and roadway improvements in Noble Park, said purchase being in substantial compliance with the bid specifications, advertisement for bid, and as contained in the bid of Evrard Company, Inc., of October 31, 2023.

SECTION 2. The City of Paducah hereby authorizes the Mayor to execute a contract with Evrard Company, Inc. for the construction of dog parks and roadway improvements in Noble Park for a total cost of \$612,000, as authorized in Section 1 above.

SECTION 3. The cost shall be paid from the Dog Park Project Account No. PA 0132.

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, November 28, 2023
Recorded by Lindsay Parish, City Clerk, November 28, 2023
mo\contract – Evrard Company – dog park construction Noble Park

Agenda Action Form

Paducah City Commission

Meeting Date: November 28, 2023

Short Title: Authorizing the Closure of 33,722 Square Feet of Vermont Street Between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street, and 125 Ridgeview Street - **R. MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend, Josh Sommer

Presentation By: Rick Murphy

Background Information: The following adjacent property owners have submitted an executed application requesting the closure of 33,722 Square Feet of Vermont Street between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street, and 125 Ridgeview Street:

- Brian Walker, Walker Properties of Western Kentucky LLC
- Fifty North LLC
- Alfred Neihoff

The following applicant executed a guarantee for the closing of the portion of Vermont Street adjacent to the property of Richard & Patty Hayton & Etals:

- Brad Walker, Walker Properties of Western Kentucky, LLC

On June 5, 2023, 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 33,722 Square Feet of Vermont Street between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street, and 125 Ridgeview Street, and authorizing the Mayor to execute the closure plat and all necessary documents to complete the transfer of property to the adjacent property owners.

To authorize, empower and direct the Corporate Counsel of the City of Paducah, Kentucky to institute and prosecute, pursuant to KRS 82.405, an action in McCracken Circuit Court for a judgment ordering the closing of 33,722 square feet of Vermont Street between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street and 125 Ridgeview Street.

Attachments:

1. ORD Vermont Street, Nolan Avenue and Ridgeview Street
2. Vermont St_100-137_plat
3. Vermont St_100-137_PC Resolution

ORDINANCE NO. 2023-____ - _____

AN ORDINANCE PROVIDING FOR THE CLOSING OF 33,722 SQUARE FEET OF VERMONT STREET BETWEEN 124 & 169 NOLAN AVENUE, 100 & 137 VERMONT STREET, AND 125 RIDGEVIEW STREET, AND AUTHORIZING THE INITIATION OF A REQUEST IN CIRCUIT COURT FOR THE CLOSURE, 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 City Counsel to initiate an action in Circuit Court for the closure of 33,722 square feet of Vermont Street between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street and 125 Ridgeview Street as follows:

LEGAL DESCRIPTION OF TRACT 1 (0.37 ACRES)

Lying between a Street Reservation per unrecorded plat of Phillips Park Subdivision and Olympia Avenue and being a portion of Vermont Street (unimproved) as shown on said Phillips Park Subdivision (unrecorded), City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½” rebar with cap 3861 set at the Northwesterly corner of Vermont Street per unrecorded Plat of Phillips Park Subdivision at the Southwesterly corner of Walker Properties of Western Kentucky LLC property per Deed Book 1460, page 355 and having Kentucky State Plane coordinates (South Zone 1602 – NAD 83) of: Northing 1913305.118 and Easting 793245.318; THENCE FROM SAID POINT OF BEGINNING S 64°34’26” E with the Northerly right-of-way line of said Vermont Street and Southerly line of said Walker Properties of Western Kentucky LLC 237.31 feet to an existing ½” rebar with cap (illegible) at the Southeasterly corner thereof and Southwesterly corner of the Richard and Pattie Hayton & Etals property per Deed Book 1289, page 563; thence S 25°25’34” W on a new division line 25.00 feet to a ½” rebar with cap 3861 set in the centerline of said Vermont Street; thence S 64°34’26” E with the centerline of said Vermont Street 161.91 feet to a ½” rebar with cap 3861 set; thence on a new division line S 25°25’34” W 25.00 feet to an existing 4” x 4” concrete monument at the Northeasterly corner of the Walker Properties of Western Kentucky LLC per Deed Book 1430, page 774 and in the Southerly right-of-way line of said Vermont Street; thence N 64°34’26” W with the Southerly right-of-way line of Vermont Street and Northerly line of said Walker Properties of Western Kentucky LLC per Deed Book 1430, page 774, a distance of 405.66 feet to a ½” rebar with cap 3861 set at the Southwesterly corner of said Vermont Street and Northwesterly corner of said Walker Properties of Western Kentucky LLC; thence N 32°46’10” E with the Westerly end of said Vermont Street 50.41 feet to the Point of Beginning and containing 0.37 acres.

LEGAL DESCRIPTION OF TRACT 2 (0.15 ACRES)

Lying Northwest of Olympia Avenue and being part of Vermont Street (unimproved) per Phillips Park Subdivision (unrecorded), City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½" rebar with cap 3861 set in the Northerly right-of-way line of Vermont Street per unrecorded Plat of Phillips Park Subdivision and at the Southeasterly corner of the Richard and Patti Hayton & Etals property per Deed Book 1289, page 563, said point being N 64°34'26" W 173.21 feet as measured along the Northerly right-of-way line of said Vermont Street from a ½" rebar with cap 3861 set at its intersection with the Westerly right-of-way line of Olympia Avenue and having Kentucky State Plane Coordinates (South Zone 1602 – NAD 83) of: Northing 1913091.299 and Easting 793695.092; THENCE FROM SAID POINT OF BEGINNING S 25°25'34" W on a new division line 25.00 feet to a ½" rebar with cap 3861 set in the centerline of said Vermont Street; thence N 64°34'26" W with the centerline of said Vermont Street and passing a ½" rebar with cap 3861 set at 98.79 feet for a total distance of 260.70 feet to a ½" rebar with cap 3861 set; thence N 25°25'34" E on a new division line 25.00 feet to an existing ½" rebar with cap (illegible) in the Northerly right-of-way line of said Vermont Street and at the Southwesterly corner of aforesaid Richard and Pattie Hayton & Etals property per Deed Book 1289, page 563; thence S 64°34'26" E with the Northerly right-of-way line of said Vermont Street and Southerly line of said Hayton & Etals property 260.70 feet to the Point of Beginning and containing 0.15 acres.

LEGAL DESCRIPTION OF TRACT 3 (0.10 ACRES)

Lying on the Westerly side of Olympia Avenue and being part of Vermont Street (unimproved) per unrecorded Plat of Phillips Park Subdivision, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½" rebar with cap 3861 set in the Northerly right-of-way line of Vermont Street per unrecorded Plat of Phillips Park Subdivision at its intersection with the Westerly right-of-way line of Olympia Avenue, said point also being in the Southerly line of Fifty North, LLC property per Deed Book 1238, page 409 and having Kentucky State Plane coordinates (South Zone 1602 – NAD 83) of: Northing 1913016.932 and Easting 793851.524; THENCE FROM SAID POINT OF BEGINNING S 25°25'34" W with the Westerly right-of-way line of said Olympia Avenue 25.00 feet to a ½" rebar with cap 3861 set at its intersection with the centerline of Vermont Street; thence N 64°34'26" W with the centerline of said Vermont Street 173.21 feet to a ½" rebar with cap 3861 set; thence N 25°25'34" E on a new division line 25.00 feet to a ½" rebar with cap 3861 set in the Northerly right-of-way line of said Vermont Street and at the Southwesterly corner of aforesaid Fifty North LLC property per Deed Book 1238, page 409; thence S 64°34'26" E with the Northerly

right-of-way line of said Vermont Street and the Southerly line of said Fifty North LLC property 173.21 feet to the Point of Beginning and containing 0.10 acres.

LEGAL DESCRIPTION OF TRACT 4 (0.16 ACRES)

Lying on the Westerly side of Olympia Avenue and being part of Vermont Street (unimproved) per unrecorded Plat of Phillips Park Subdivision, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½” rebar with cap 3861 set in the Westerly right-of-way line of Olympia Avenue at its intersection with the Southerly right-of-way line of Vermont Street per unrecorded Plat of Phillips Park Subdivision, said point being at the Northeasterly corner of the Alfred Neihoff property per Deed Book 1191, page 355 and having Kentucky State Plane Coordinates (South Zone 1602 – NAD 83) of: Northing 1912971.775 and Easting 793830.057; THENCE FROM SAID POINT OF BEGINNING N 64°34’26” W with the Southerly right-of-way line of said Vermont Street and the Northerly line of said Alfred Neihoff property per Deed Book 1191, page 355 a distance of 272.00 feet to an existing 4” x 4” concrete monument at the Northwesterly corner of said Neihoff property; thence N 25°25’34” E with a new division line 25.00 feet to a ½” rebar with cap 3861 set in the centerline of said Vermont Street; thence S 64°34’26” E with the centerline of said Vermont Street 272.00 feet to a ½” rebar with cap 3861 set at its intersection with the Westerly right-of-way line of aforesaid Olympia Avenue; thence S 25°25’34” W with the Westerly right-of-way line of Olympia Avenue 25.00 feet to the Point of Beginning and containing 0.16 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. Brian Walker, Walker Properties of Western Kentucky LLC, Fifty North, LLC, Alfred Neihoff, Richard and Patty Hayton and Etals, own the property abutting the public way, which the Board of Commissioners has authorized to be closed as is evidenced by the Public Right-of-Way Closure Application attached hereto and made part hereof (Exhibit A).

b. Brian Walker, Walker Properties of Western Kentucky LLC, has executed a guarantee for the closing of the portion of Vermont Street as attached hereto and made part hereof (Exhibit B).

c. On the 5th day of June, 2023, 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 public way.

d. There are no other property owners in or abutting the public way or the portion thereof being closed as is evidenced by the application for street and/or alley closing which is attached hereto and made a part hereof.

SECTION 3. That the City of Paducah hereby authorizes the initiation of a request in Circuit Court for the closure of 33,722 Square Feet Of Vermont Street Between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street And 125 Ridgeview Street

SECTION 4. 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 5. The Mayor is hereby authorized, empowered, and directed to execute the closure plat and all necessary documents to complete the transfer of property to the property owner in or abutting the public way to be closed to acquire title to that portion of the public way contiguous to the property now owned by said property owner up to center line of the said public way. Provided, however, that the City shall reserve such easements upon the above described real property as it deems necessary. Said deed shall provide the reservation by the City of Paducah any easements affecting the herein described real property as described in Section 1 above. Further, the Mayor is hereby authorized, empowered, and directed to execute all documents related to the street closing as authorized in Section 1 above.

SECTION 6. 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 Lindsay Parish, City Clerk, _____
Published by The *Paducah Sun*, _____
\ord\eng\st close\Vermont Street, Nolan Avenue and Ridgeview Street

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

Exhibit A



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

Date: June 2, 2023

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

Public Right-of-Way: A portion of Vermont Street

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:


Signature of Property Owner

Walker Properties of Western Kentucky, LLC
Property Owner's Name Printed

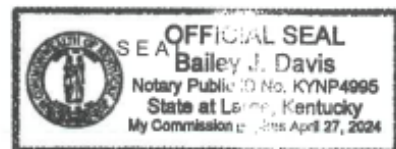
125 Ridgeview Street
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 2 day of June, 2023,
by Brad Walker

My Commission expires April 27, 2024


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 _____

Signature of Property Owner

Richard & Pattle Hayton
Property Owner's Name Printed

121 Nolan Drive
Address

Notary Public, State at Large

SEAL

Signature of Property Owner

Alfred Neihoff

Property Owner's Name Printed

137 Vermont Street

Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 30 day of June, 2023,
by Alfred Neihoff.

My Commission expires

Bailey J. Davis
Notary Public, State at Large

SEAL

Brent Housman Member / owner
Signature of Property Owner

Fifty North, LLC

Property Owner's Name Printed

169 Nolan Drive

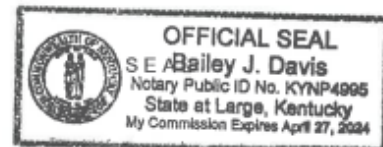
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 31 day of June, 2023,
by Brent Housman, member.

My Commission expires April 27, 2024.

Bailey J. Davis
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

Exhibit B



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

Date: October 11, 2023

If all real property owners whose land adjoins the Public Right-of-Way proposed to be closed have not signed the Application and the Plat, then the following guarantee shall be executed by all Applicants and notarized:

The undersigned Applicant(s) unconditionally Guarantee that I/we shall be personally liable for and shall promptly pay all damages, including attorney fees, that may be awarded pursuant to KRS 82.405 in any civil action for the closing of the Public Right-of-Way named herein.

Public Right-of-Way: Portion of Vermont Street


Signature of Property Owner

Walker Properties of Western Kentucky, LLC
Property Owner's Name Printed

1825 Deerhaven Lane
Address

STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

The foregoing instrument was sworn to and acknowledged
before me this 18 day of October, 2023,
by Bradley Walker

My Commission expires April 27, 2024



STATE OF KENTUCKY)
COUNTY OF McCRACKEN)

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

My Commission expires _____

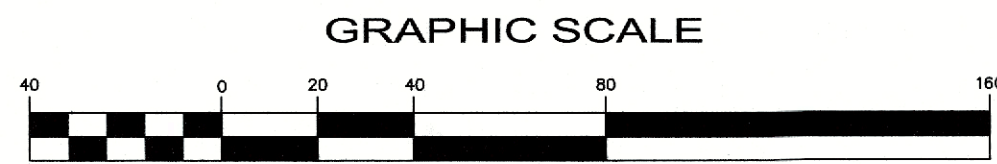
Signature of Property Owner

Property Owner's Name Printed

Address

Notary Public, State at Large

SEAL



LEGEND

- STEEL ROD, 1/2"x24" WITH PLASTIC CAP STAMPED "3861" SET AT TIME OF SURVEY.
- PROPERTY CORNER FOUND
- CONCRETE MONUMENT FOUND
- EXISTING ROAD CENTERLINE
- SUBJECT PROPERTY LINE
- NO CORNER SET
- PROPERTY LINE CENTERLINE
- R.O.W RIGHT-OF-WAY



BASIS OF BEARINGS:
ALL BEARINGS SHOWN ON
THIS DRAWING ARE BASED
UPON KENTUCKY SOUTH
ZONE-1602, NAD 83

STREET RESERVATION PER
PHILLIPS PARK SUBDIVISION
(UNRECORDED)

STREET RESERVATION PER
PHILLIPS PARK SUBDIVISION
(UNRECORDED)

SANITARY SEWER
MANHOLE

EXISTING 4" X 4"
CONCRETE MONUMENT

WALKER PROPERTIES OF WESTERN KENTUCKY LLC
DEED BOOK 1430, PAGE 774
1315 PILLAR CHASE
PADUCAH, KENTUCKY 42001

WALKER PROPERTIES OF WESTERN KENTUCKY LLC
DEED BOOK 1460, PAGE 355
1315 PILLAR CHASE
PADUCAH, KENTUCKY 42001

POINT OF BEGINNING
TRACT 1
N:1913305.118
E:793245.318
KY. STATE PLANE COORDINATES
(KY. SOUTH ZONE-NAD 83)

RICHARD AND PATTIE HAYTON & ETALS
DEED BOOK 1289, PAGE 563
121 NOLAN DRIVE
PADUCAH, KENTUCKY 42003

FIFTY NORTH LLC
DEED BOOK 1238, PAGE 409
340 ASHCREEK ROAD
PADUCAH, KENTUCKY 42001

POINT OF BEGINNING
TRACT 2
N:1913091.299
E:793695.092
KY. STATE PLANE COORDINATES
(KY. SOUTH ZONE-NAD 83)

POINT OF BEGINNING
TRACT 3
N:1913016.932
E:793851.524
KY. STATE PLANE COORDINATES
(KY. SOUTH ZONE-NAD 83)

POINT OF BEGINNING
TRACT 4
N:1912971.775
E:793830.057
KY. STATE PLANE COORDINATES
(KY. SOUTH ZONE-NAD 83)

ALFRED NEIHOF
DEED BOOK 1191, PAGE 355
137 VERMONT STREET
PADUCAH, KENTUCKY 42003

STREET NOTE

VERMONT STREET (50 FOOT RIGHT-OF-WAY) WAS
DEDICATED PER PHILLIPS PARK SUBDIVISION
(UNRECORDED). THIS AREA WAS LATER ANNEXED BY
THE CITY OF PADUCAH. VERMONT STREET IS AN
UNIMPROVED RIGHT-OF-WAY SHOWN ON CITY PLAT
MAPS IN THE CITY OF PADUCAH ENGINEERS OFFICE
(PLAT BOOK 10, SHEETS 2 AND 3).

UTILITY NOTE:

NO UTILITIES LIE WITHIN THE RIGHT-OF-WAY OF
VERMONT STREET.

SURVEYOR'S CERTIFICATE

TO: WALKER PROPERTIES OF WESTERN KENTUCKY LLC
1315 PILLAR CHASE
PADUCAH, KENTUCKY 42001

THIS PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION IN ACCORDANCE WITH
ACCEPTABLE PROFESSIONAL STANDARDS BY THE METHOD OF RANDOM TRAVERSE WITH
SIDESHOTS HAVING AN UNADJUSTED CLOSURE RATIO OF 1:20,885 BEFORE ADJUSTMENT OF
ADJUSTED ANGULAR AND LINEAR DIMENSIONS HEREON INDICATED, FOR AN URBAN SURVEY AS
DEFINED BY THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN KENTUCKY, THE
INFORMATION SHOWN BY THIS PLAT BEING TRUE AND ACCURATE TO THE BEST OF MY
KNOWLEDGE AND BELIEF.

APRIL 24, 2023
DATE OF SURVEY COMPLETION
June 6, 2023
DATE OF SIGNATURE
KENTUCKY PROFESSIONAL LAND SURVEYOR #3861

PLANNING & ZONING
CERTIFICATE OF APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 100, KENTUCKY REVISED STATUTES AND
ORDINANCES ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KY,
THIS PLAT HAS BEEN GIVEN APPROVAL AND ACCEPTED AS FOLLOWS:
APPROVED BY THE PADUCAH PLANNING COMMISSION AT A MEETING
HELD _____, 2023.

CHAIRMAN

UTILITY COMPANY CERTIFICATE:

This is to certify that the following (Utility Companies) hereby acknowledges the
portion of public way proposed to be closed as shown and described hereon
and does not have any existing or current interest of the public way considered
for closure as shown and described hereon. There are no (there are) utility lines
located within the proposed portion of public way to be closed.

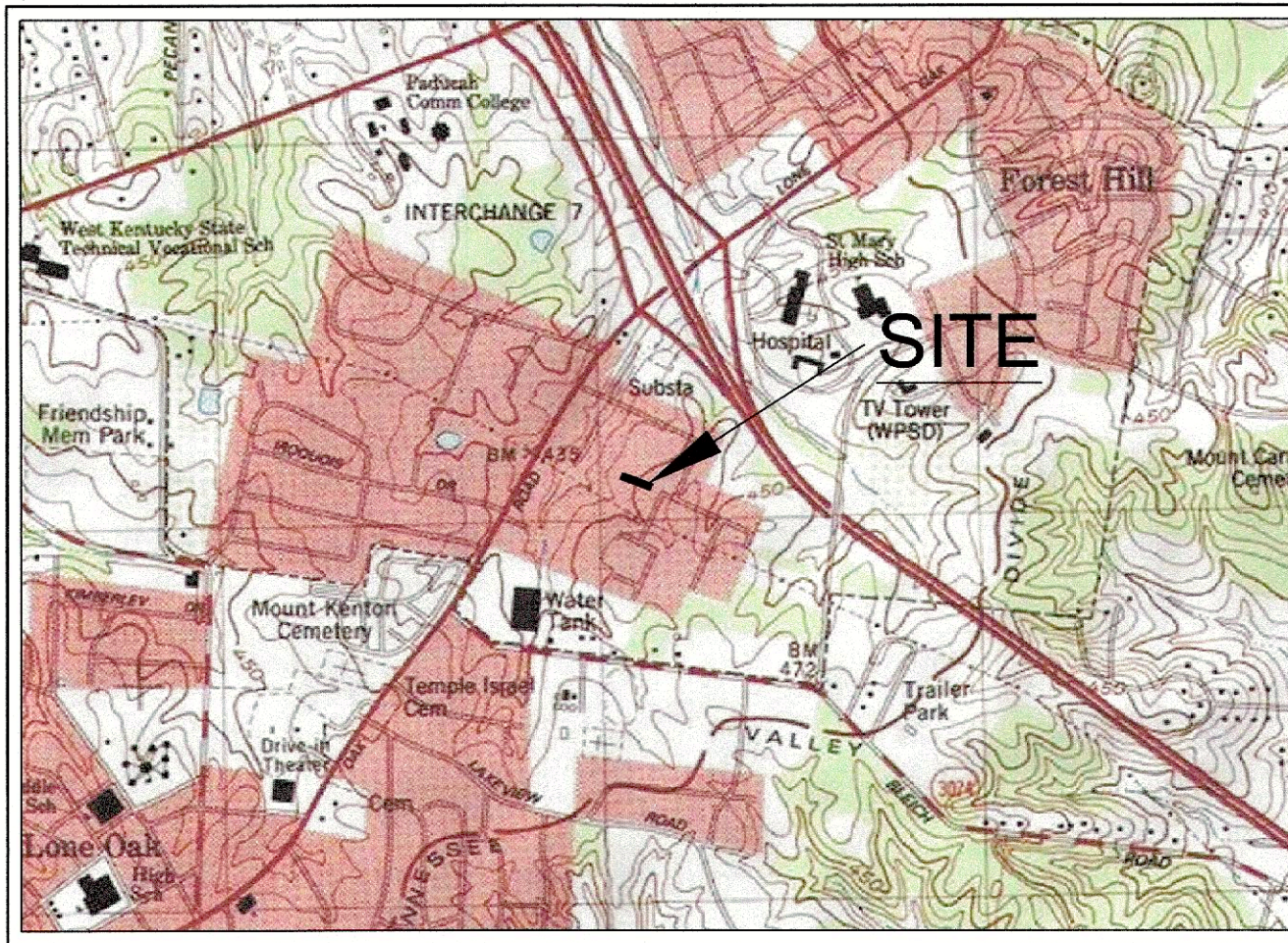
Signature	ENGINEERING MANAGER	Title
Company	6/19/2023	date:
Signature	PROF. SPECIALIST	Title
Company	JUNE 16, 2023	date:
Signature	ENGINEERING AICE	Title
Company	JUNE 14, 2023	date:
Signature	CONST. TEST	Title
Company	6-20-23	date:
Signature	Myr DSP Planning/Design	Title
Company	6-20-2023	date:
Signature	Dir. of Operations Engineering	Title
Company	6-21-2023	date:
Signature		Title
Company		date:

MAYOR'S CERTIFICATE OF CITY APPROVAL

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

MAYOR, CITY OF PADUCAH, KENTUCKY

DATE



LOCATION MAP
NOT TO SCALE

GENERAL NOTES

FLOOD NOTE:

THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO
BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON
FLOOD INSURANCE RATE MAP FOR McCRACKEN COUNTY - PANEL NUMBER
21145C0142F, DATED NOVEMBER 2, 2011.

SOURCE OF TITLE:

McCRACKEN COUNTY KENTUCKY COURT CLERKS OFFICE
PHILLIPS PARK SUBDIVISION (UNRECORDED)

OWNERS:

CITY OF PADUCAH

CLIENT:

WALKER PROPERTIES OF WESTERN
KENTUCKY LLC
1315 PILLAR CHASE
PADUCAH, KENTUCKY 42001

SANITARY SEWER & PUBLIC WATER NOTE:

SUBJECT PROPERTY IS SERVED WITH SANITARY SEWERS BY PADUCAH-
McCRACKEN JOINT SEWER AGENCY.

SUBJECT PROPERTY IS SERVED BY PADUCAH WATER.

THERE WERE NO CEMETERIES OR GRAVE SITES FOUND DURING
INSPECTION OF THIS PROPERTY DURING THIS SURVEY.

PROPERTY ZONE:

THE PROPERTY SHOWN HEREON IS ZONED "R2", LOW AND MEDIUM
DENSITY RESIDENTIAL ZONE, BY THE CITY OF PADUCAH ZONING
ORDINANCE

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

PROPERTY OWNERS CERTIFICATE

"I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE REAL PROPERTY OWNER(S) SHOWN AND
DESCRIBED HEREON AND FREELY GIVE MY (OUR) CONSENT TO CLOSE THE PUBLIC RIGHT-
OF-WAY AS SHOWN AND DESCRIBED HEREON."

WALKER PROPERTIES OF WESTERN KENTUCKY, LLC
DATE 8-15-23

RICHARD & PATTIE HAYTON, ET AL.
DATE 6-21-23

FIFTY NORTH, LLC
DATE 6-21-2023

ALFRED NEIHOF
DATE

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Kentucky
COUNTY OF McCracken

I, Bailey S. (Dana) Bradley, a NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY
OF McCRACKEN, DO HEREBY CERTIFY THAT THIS PLAT AND THE FOREGOING CERTIFICATE WAS THIS DAY
PRESENTED TO ME BY Boardwalk

Boardwalk, Alfred Neihoff, 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 _____, 2023.

NOTARY PUBLIC SIGNATURE: Bailey S. (Dana) Bradley-KY#44995
MY COMMISSION EXPIRES: April 27, 2024

CERTIFICATE OF RECORDING
STATE OF KENTUCKY, COUNTY OF McCRACKEN

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 _____, 2023.
AND RECORDED IN PLAT SECTION _____, PAGE _____.

McCRACKEN COUNTY COURT CLERK

DEPUTY COURT CLERK



siteWORX
SURVEY & DESIGN, LLC

124 South 31st Street - Paducah, KY 42001 - Ph: (270) 443-8491
www.siteworxdesign.com

RIGHT-OF-WAY CLOSURE PLAT
THE PLAT OF SURVEY SHOWN HEREON REPRESENTS A
BOUNDARY SURVEY AND COMPLIES WITH 201KAR 18.150

CITY OF PADUCAH
VERMONT STREET (UNIMPROVED)
PADUCAH, McCRACKEN CO., KY

PROJECT NO.: 23052
DATE: JUNE 5, 2023
DRAWN BY: DC
CHECKED BY: SOC
REV. DESCRIPTION

SHEET

1

OF 1

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED CLOSING OF 33,722 SQUARE FEET OF VERMONT STREET BETWEEN 124 & 169 NOLAN AVENUE, 100 & 137 VERMONT STREET AND 125 RIDGEVIEW STREET.

WHEREAS, a public hearing was held on June 5, 2023 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 33,722 square feet of Vermont Street between 124 & 169 Nolan Avenue, 100 & 137 Vermont Street and 125 Ridgeview Street.

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 Right-of-Way as follows:

LEGAL DESCRIPTION

OF

TRACT 1 (0.37 ACRES)

Lying between a Street Reservation per unrecorded plat of Phillips Park Subdivision and Olympia Avenue and being a portion of Vermont Street (unimproved) as shown on said Phillips Park Subdivision (unrecorded), City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½" rebar with cap 3861 set at the Northwesterly corner of Vermont Street per unrecorded Plat of Phillips Park Subdivision at the Southwesterly corner of Walker Properties of Western Kentucky LLC property per Deed Book 1460, page 355 and having Kentucky State Plane coordinates (South Zone 1602 – NAD 83) of: Northing 1913305.118 and Easting 793245.318; THENCE FROM SAID POINT OF BEGINNING S 64°34'26" E with the Northerly right-of-way line of said Vermont Street and Southerly line of said Walker Properties of Western Kentucky LLC 237.31 feet to an existing ½" rebar with cap (illegible) at the Southeasterly corner thereof and Southwesterly corner of the Richard and Pattie Hayton & etals property per Deed Book 1289, page 563; thence S 25°25'34" W on a new division line 25.00 feet to a ½" rebar with cap 3861 set in the centerline of said Vermont Street; thence S 64°34'26" E with the centerline of said Vermont Street 161.91 feet to a ½" rebar with cap 3861 set; thence on a new division line S 25°25'34" W 25.00 feet to an existing 4" x 4" concrete monument at the Northeasterly corner of the Walker Properties of Western Kentucky LLC per Deed Book 1430, page 774 and in the Southerly right-of-way line of said Vermont Street; thence N 64°34'26" W with the Southerly right-of-way line of Vermont Street and Northerly line of said Walker Properties of Western Kentucky LLC per Deed Book 1430, page 774, a distance of 405.66 feet to a ½" rebar with cap 3861 set at the Southwesterly corner of said Vermont Street and Northwesterly corner of said Walker Properties of Western Kentucky LLC; thence N 32°46'10" E with the Westerly end of said Vermont Street 50.41 feet to the Point of Beginning and containing 0.37 acres.

LEGAL DESCRIPTION

OF

TRACT 2 (0.15 ACRES)

Lying Northwest of Olympia Avenue and being part of Vermont Street (unimproved) per Phillips Park Subdivision (unrecorded), City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½" rebar with cap 3861 set in the Northerly right-of-way line of Vermont Street per unrecorded Plat of Phillips Park Subdivision and at the Southeasterly corner of the Richard and Patti Hayton & Etals property per Deed Book 1289, page 563, said point being N 64°34'26" W 173.21 feet as measured along the Northerly right-of-way line of said Vermont Street from a ½" rebar with cap 3861 set at its intersection with the Westerly right-of-way line of Olympia Avenue and having Kentucky State Plane Coordinates (South Zone 1602 – NAD 83) of: Northing 1913091.299 and Easting 793695.092; THENCE FROM SAID POINT OF BEGINNING S 25°25'34" W on

a new division line 25.00 feet to a ½" rebar with cap 3861 set in the centerline of said Vermont Street; thence N 64°34'26" W with the centerline of said Vermont Street and passing a ½" rebar with cap 3861 set at 98.79 feet for a total distance of 260.70 feet to a ½" rebar with cap 3861 set; thence N 25°25'34" E on a new division line 25.00 feet to an existing ½" rebar with cap (illegible) in the Northerly right-of-way line of said Vermont Street and at the Southwesterly corner of aforesaid Richard and Pattie Hayton & Etals property per Deed Book 1289, page 563; thence S 64°34'26" E with the Northerly right-of-way line of said Vermont Street and Southerly line of said Hayton & Etals property 260.70 feet to the Point of Beginning and containing 0.15 acres.

LEGAL DESCRIPTION

OF

TRACT 3 (0.10 ACRES)

Lying on the Westerly side of Olympia Avenue and being part of Vermont Street (unimproved) per unrecorded Plat of Phillips Park Subdivision, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½" rebar with cap 3861 set in the Northerly right-of-way line of Vermont Street per unrecorded Plat of Phillips Park Subdivision at its intersection with the Westerly right-of-way line of Olympia Avenue, said point also being in the Southerly line of Fifty North, LLC property per Deed Book 1238, page 409 and having Kentucky State Plane coordinates (South Zone 1602 – NAD 83) of: Northing 1913016.932 and Easting 793851.524; THENCE FROM SAID POINT OF BEGINNING S 25°25'34" W with the Westerly right-of-way line of said Olympia Avenue 25.00 feet to a ½" rebar with cap 3861 set at its intersection with the centerline of Vermont Street; thence N 64°34'26" W with the centerline of said Vermont Street 173.21 feet to a ½" rebar with cap 3861 set; thence N 25°25'34" E on a new division line 25.00 feet to a ½" rebar with cap 3861 set in the Northerly right-of-way line of said Vermont Street and at the Southwesterly corner of aforesaid Fifty North LLC property per Deed Book 1238, page 409; thence S 64°34'26" E with the Northerly right-of-way line of said Vermont Street and the Southerly line of said Fifty North LLC property 173.21 feet to the Point of Beginning and containing 0.10 acres.

LEGAL DESCRIPTION

OF

TRACT 4 (0.16 ACRES)

Lying on the Westerly side of Olympia Avenue and being part of Vermont Street (unimproved) per unrecorded Plat of Phillips Park Subdivision, City of Paducah, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at a ½" rebar with cap 3861 set in the Westerly right-of-way line of Olympia Avenue at its intersection with the Southerly right-of-way line of Vermont Street per unrecorded Plat of Phillips Park Subdivision, said point being at the Northeasterly corner of the Alfred Neihoff property per Deed Book 1191, page 355 and having Kentucky State Plane Coordinates (South Zone 1602 – NAD 83) of: Northing 1912971.775 and Easting 793830.057; THENCE FROM SAID POINT OF BEGINNING N 64°34'26" W with the Southerly right-of-way line of said Vermont Street and the Northerly line of said Alfred Neihoff property per Deed Book 1191, page 355 a distance of 272.00 feet to an existing 4" x 4" concrete monument at the Northwesterly corner of said Neihoff property; thence N 25°25'34" E with a new division line 25.00 feet to a ½" rebar with cap 3861 set in the centerline of said Vermont Street; thence S 64°34'26" E with the centerline of said Vermont Street 272.00 feet to a ½" rebar with cap 3861 set at its intersection with the Westerly right-of-way line of aforesaid Olympia Avenue; thence S 25°25'34" W with the Westerly right-of-way line of Olympia Avenue 25.00 feet to the Point of Beginning and containing 0.16 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.



Bob Wade, Chairman

Adopted by the Paducah Planning Commission on June 5, 2023

Agenda Action Form

Paducah City Commission

Meeting Date: November 28, 2023

Short Title: Approval of Contract Modification #1 for S. 25th St Improvement Project with Central Paving Co. in the amount of \$69,535.09 - **R. MURPHY**

Category: Ordinance

Staff Work
By: Melanie Townsend
Presentation By: Rick
Murphy

Background Information: Summary: Approving a contract modification with Central Paving Co. for \$69,535.09 for the S. 25th St Improvement Project that consisted of the reconstruction of pavement, the construction of a storm sewer system, water line relocation along S. 25th Street from Jackson Street to Alabama Street and the installation of sidewalks on the west side of S. 25th Street.

Background: On November 26, 2019, the Paducah Board of Commissioners adopted Municipal Order #2306 approving a Memorandum of Agreement with the Commonwealth of Kentucky, Transportation Cabinet Department of Highways for a grant in the amount of \$650,000.00 for S. 25th St. Improvement Project.

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

On May 24, 2022, the Board of Commissioners approved Ordinance 2022-05-8736 for \$1,878,792.30 with Central Paving Company.

Ordinance 2022-05-8736 authorized the Finance Director to transfer \$1.4M from the ARPA Project Fund into the S 25th Street Project account.

A final adjusting Contract Modification is recommended to increase the project by \$69,535.09, adjusting the construction project from \$1,878,792.30 to \$1,948,327.39. The change order includes:

Reductions from original contract	(\$56,871.10)
Additional work due to change conditions	\$126,406.19
TOTAL CONTRACT MODIFICATION	\$69,535.09

The S 25th Street Project Account (ST0040) retains sufficient fund balance to cover the contract modification without further transfer from the ARPA Project Fund (MR0089). Therefore, no additional transfer of funds is required.

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

If yes, please list the Commission Priority: Stormwater

Communications Plan:

Funds Available: Account Name: S 25th/ S 24th St Project

Account Number: ST0040

Staff Recommendation: Authorize the Mayor to accept and execute Contract Modification #1 and any associated documents. Authorization increases Central Paving Company's contract by \$69,535.09. The approval will increase the total contract amount of \$1,878,792.30 to \$1,948,327.39.

Attachments:

1. ORD Contract Mod #1 – Central Paving - South 25th Street Improvement Project
2. S 25th_change order1_form

ORDINANCE NO. 2023-11-_____

AN ORDINANCE APPROVING CONTRACT MODIFICATION NO. 1 WITH CENTRAL PAVING CO. FOR THE 25TH STREET IMPROVEMENT PROJECT IN AN AMOUNT OF \$69,535.09 AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

WHEREAS, on May 24, 2022, the Board of Commissioners approved Ordinance 2022-05-8736 for a Professional Services Contract in the amount of \$1,878,792.30 with Central Paving Co. for the South 25th Street Project; and

WHEREAS, a final adjusting Contract Modification is needed to increase the project by \$69,535.09.

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

SECTION 1. The Mayor is hereby authorized to execute Contract Modification No. 1 with Central Paving Co. in the amount of \$69,535.09, for a new total contract cost of \$1,948,327.39.

SECTION 2. This expenditure shall be charged to the South 25th Street Project Account (ST0040).

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners November 14, 2023

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

**CITY OF PADUCAH
ENGINEERING DEPARTMENT
CHANGE ORDER**

CHANGE ORDER NO: 1
DATE: October 27, 2023
NAME OF PROJECT: S. 25th Street Improvement Project
OWNER: City of Paducah, Kentucky
VENDOR: Central Paving Company

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

ADDITIONS	<u>\$126,406.19</u>
DEDUCTIONS	<u>-\$56,871.10</u>

CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE INCREASED BY:	<u>\$69,535.09</u>
ORIGINAL CONTRACT PRICE:	<u>\$1,878,792.30</u>
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS:	<u>\$1,878,792.30</u>
NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE:	<u>\$1,948,327.39</u>
THE CONTRACT TIME WILL BE INCREASED BY:	<u>0 days</u>

APPROVALS REQUIRED:

<u>VENDOR</u>	<u>DATE</u>
<u>CITY ENGINEER</u>	<u>DATE</u>
<u>MAYOR:</u>	<u>DATE</u>

Agenda Action Form

Paducah City Commission

Meeting Date: November 28, 2023

Short Title: Approve Contract Modification #2 of Construction Contract with Jim Smith Contracting, LLC in the amount of \$127,300.00 - **R. MURPHY**

Category: Ordinance

Staff Work By: Melanie
Townsend, Rick Murphy
Presentation By: Rick Murphy

Background Information: Summary: Contract Modification #2 to Jim Smith Contracting, LLC in the amount of \$127,300.00 due to the addition of eight (8) sluice gates, resulting in a final contract amount of \$1,815,900.00.

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

On April 26, 2022, Ordinance 2022-04-8731 was approved by the Paducah Board of Commissioners, authorizing a contract modification of (\$463,400.00) for a contract cost of \$1,688,600.00 resulting from a change in the flap gate vendor. Due to supply chain issues, vendor non-responsiveness, and excessive cost of materials and items to fulfill the Buy American Act, the City issued a waiver of the Buy American Act to Jim Smith Contracting, LLC. The City consulted with the U.S. Army Corps of Engineers to verify the authority to issue the waiver.

The cost savings of the Buy American Act waiver allow the City to replace an additional eight (8) sluice gates for a contract increase of \$127,300.00 with a final contract cost of \$1,815,900.00. By replacing these eight (8) sluice gates, all flap gates and sluice gates within the Paducah Local Flood Protection Project (LFPP) will be replaced.

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

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

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

Communications Plan:

Funds Available: Account Name: FW Flap Gates

Account Number: FW0010

Staff Recommendation: Authorize and direct the Mayor to sign Change Order #2 with Jim Smith Contracting, LLC for the construction contract on the Floodwall Flap Gate Replacement Project in the amount of \$127,300.00 with a final contract amount of \$1,815,900.00

Attachments:

1. ORD Contract Amend No. 2 – Jim Smith Contracting Flapgate Replacement Project
2. Paducah Flap Gate CO2
3. Flap Gates_Change Order2_Form

ORDINANCE NO. 2023-_____-_____

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
CONTRACT MODIFICATION NO. 2 WITH JIM SMITH
CONTRACTING, LLC., IN THE AMOUNT OF \$127,300 FOR THE
ADDITION OF EIGHT SLUICE GATES, RESULTING IN A
FINAL CONTRACT AMOUNT OF \$1,815,900 FOR THE
FLOODWALL FLAPGATE PROJECT**

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

WHEREAS, on April 26, 2022, Ordinance No. 2022-04-8731 was approved, authorizing a contract modification of (\$463,400) for a contract cost of \$1,688,600, resulting from a change in the flap gate vendor. Due to supply chain issues, vendor non-responsiveness, and excessive cost of materials and items to fulfill the Buy American Act, the City issued a waiver of the Buy American Act to Jim Smith Contracting, LLC. The City consulted with the U.S. Army Corps of Engineers to verify the authority to issue the waiver; and

WHEREAS, the cost savings of the Buy American Act waiver allows the City to replace an additional eight (8) sluice gates for a contract increase of \$127,300, with a final contract cost of \$1,815,900. By replacing these eight sluice gates, all flap gates and sluice gates within the Paducah Local Flood Protection Project (LFPP) will be replaced.

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

SECTION 1. The Mayor is hereby authorized to execute Contract Modification No.2 with Jim Smith Contracting, LLC to increase the contract in an amount of \$127,300, resulting in a final contract amount of \$1,815,900.

SECTION 2. The Federal Government is a 65% partner, with the City contributing 35% to the Project. The Floodwall Flap Gate Replacement Project is part of the City's in-kind match and counts toward the City's 35% project portion. The amount of \$127,300 shall be paid from the FW Flap Gates, Account Number FW0010.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, November 14, 2023

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

ord\eng\Contract Amend No. 2 – Jim Smith Contracting Flapgate Replacement Project

City of Paducah
Flood Protection Flap Gate Replacement

Contractor:
Jim Smith Contracting Co., LLC

Revised Prices as Constructed - Requires CO #2

ITEM	DESCRIPTION	Type	BATTER ANGLE	UNIT	QTY	STATION	PLAN SET PAGE	CONTRACT		REVISED QTY	CHANGE ORDER NO 1			EXPECTED		COMMENTS
								UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	CHANGE	TO PERFORM	TO INVOICE	
1.	Flap Gate - 60"	F25	2.5°	EA	1	200+58A	01C-04	\$55,000.00	\$55,000.00	1	\$43,000.00	\$43,000.00	-\$12,000.00	1	\$43,000.00	
2.	Sluice Gate - 15"	S25	-	EA	1	187+49A	01C-04	\$55,000.00	\$55,000.00	1	\$44,000.00	\$44,000.00	-\$11,000.00	1	\$44,000.00	
3.	Flap Gate - 60"	F55	2.5°	EA	6	157+63A	01C-05	\$65,000.00	\$390,000.00	6	\$43,000.00	\$258,000.00	-\$132,000.00	6	\$258,000.00	
4.	Flap Gate - 24"	F25	5°	EA	1	151+25A	01C-05	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00	1	\$21,000.00	
5.	Flap Gate - 24"	F25	5°	EA	4	147+25A	04C-05	\$25,000.00	\$25,000.00	1	\$25,000.00	\$25,000.00	\$0.00	0	\$0.00	UPDATED GATE
6.	Flap Gate - 24"	F25	5°	EA	4	144+00A	04C-05	\$25,000.00	\$25,000.00	1	\$25,000.00	\$25,000.00	\$0.00	0	\$0.00	NOT NEEDED
7.	Flap Gate - 18"	F25	5°	EA	1	140+45A	01C-05	\$13,000.00	\$13,000.00	1	\$10,000.00	\$10,000.00	-\$3,000.00	1	\$16,000.00	
8.	Flap Gate - 30"	F25	5°	EA	1	130+00A	01C-06	\$34,000.00	\$34,000.00	1	\$29,000.00	\$29,000.00	-\$5,000.00	1	\$29,000.00	
9.	Flap Gate - 72"	F55	2.5°	EA	1	111+67A	01C-06	\$99,000.00	\$99,000.00	1	\$74,000.00	\$74,000.00	-\$25,000.00	1	\$74,000.00	
10.	Flap Gate - 24"	F55	5°	EA	1	84-00A	01C-07	\$28,000.00	\$28,000.00	1	\$22,000.00	\$22,000.00	-\$6,000.00	1	\$22,000.00	
11.	Sluice Gate - 24" in MH	S55	-	EA	1	175+40B	01C-09	\$61,000.00	\$61,000.00	1	\$48,000.00	\$48,000.00	-\$13,000.00	1	\$48,000.00	
12.	Sluice Gate - 24" in MH	S25	-	EA	1	161+66B	01C-09	\$60,000.00	\$60,000.00	1	\$47,000.00	\$47,000.00	-\$13,000.00	1	\$47,000.00	
13.	Sluice Gate - 18" in MH	S25	-	EA	1	149+69B	01C-09	\$54,000.00	\$54,000.00	1	\$44,000.00	\$44,000.00	-\$10,000.00	1	\$5,300.00	Materials Only
14.	Sluice Gate - 30" in MH	S25	-	EA	1	145+92B	01C-09	\$63,000.00	\$63,000.00	1	\$48,000.00	\$48,000.00	-\$15,000.00	1	\$48,000.00	
15.	Sluice Gate - 24" in MH	S55	-	EA	1	145+61B	01C-09	\$55,000.00	\$55,000.00	1	\$41,000.00	\$41,000.00	-\$14,000.00	1	\$41,000.00	
16.	Flap Gate - 36"	F55	5°	EA	1	128+61B	01C-10	\$35,000.00	\$35,000.00	1	\$29,000.00	\$29,000.00	-\$6,000.00	1	\$33,000.00	
17.	Flap Gate - 20" in MH	F25	5°	EA	1	123+61B	01C-10	\$24,000.00	\$24,000.00	1	\$21,000.00	\$21,000.00	-\$3,000.00	1	\$21,000.00	
18.	Flap Gate - 24" in MH	F55	-	EA	1	119+45B	01C-10	\$60,000.00	\$60,000.00	1	\$41,000.00	\$41,000.00	-\$19,000.00	1	\$21,000.00	
19.	Flap Gate - 24" in MH	F55	5°	EA	1	115+26B	01C-10	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00	1	\$21,000.00	
20.	Flap Gate - 54" in MH	F55	2.5°	EA	4	108+58B	04C-10	\$65,000.00	\$65,000.00	1	\$65,000.00	\$65,000.00	\$0.00	0	\$0.00	ABANDONED LONG AGO
21.	Sluice Gate - 36" in MH	S25	-	EA	1	90+36B	01C-11	\$65,000.00	\$65,000.00	1	\$50,000.00	\$50,000.00	-\$15,000.00	1	\$50,000.00	
22.	Flap Gate - 18"	F55	5°	EA	1	80+00B	01C-11	\$19,000.00	\$19,000.00	1	\$16,000.00	\$16,000.00	-\$3,000.00	1	\$16,000.00	
23.	Flap Gate - 8", Outfall Pipe, and Headwall	F25	5°	EA	4	74+40B	04C-11	\$10,000.00	\$10,000.00	1	\$9,000.00	\$9,000.00	-\$1,000.00	0	\$0.00	OMIT PER RM
24.	Flap Gate - 30" in MH	F55	5°	EA	1	69+86B	01C-12	\$37,000.00	\$37,000.00	1	\$30,000.00	\$30,000.00	-\$7,000.00	1	\$30,000.00	
25.	Flap Gate - 24" in MH	F55	5°	EA	1	57+98B	01C-12	\$29,000.00	\$29,000.00	1	\$23,000.00	\$23,000.00	-\$6,000.00	1	\$23,000.00	
26.	Flap Gate - 12" in MH	F25	5°	EA	1	28+49B	01C-12	\$17,000.00	\$17,000.00	1	\$15,000.00	\$15,000.00	-\$2,000.00	1	\$15,000.00	
27.	Flap Gate - 66"	F55	2.5°	EA	1	19+11B	01C-13	\$85,000.00	\$85,000.00	1	\$62,000.00	\$62,000.00	-\$23,000.00	1	\$62,000.00	
28.	Flap Gate - 18"	F55	5°	EA	1	7+54B	01C-13	\$22,000.00	\$22,000.00	1	\$16,000.00	\$16,000.00	-\$6,000.00	1	\$16,000.00	
29.	Flap Gate - 36"	F55	5°	EA	1	291+75C	01C-14	\$43,000.00	\$43,000.00	1	\$33,000.00	\$33,000.00	-\$10,000.00	1	\$33,000.00	
30.	Flap Gate - 36"	F55	5°	EA	1	254+06C	01C-15	\$43,000.00	\$43,000.00	1	\$33,000.00	\$33,000.00	-\$10,000.00	1	\$33,000.00	
31.	Flap Gate - 30"	F25	5°	EA	1	244+65C	01C-15	\$33,000.00	\$33,000.00	1	\$28,000.00	\$28,000.00	-\$5,000.00	1	\$28,000.00	
32.	Flap Gate - 36"	F25	5°	EA	1	224+17C	01C-16	\$35,000.00	\$35,000.00	1	\$29,000.00	\$29,000.00	-\$6,000.00	1	\$29,000.00	
33.	Sluice Gate - 8" and MH lid	F25	-	EA	1	220+00C	01C-16	\$45,000.00	\$45,000.00	1	\$37,000.00	\$37,000.00	-\$8,000.00	1	\$37,000.00	
34.	Flap Gate - 24"	F25	5°	EA	2	217+35C	01C-16	\$22,000.00	\$44,000.00	2	\$18,300.00	\$36,600.00	-\$7,400.00	2	\$36,600.00	

CHANGE ORDER NO 1

											CHANGE ORDER NO 1						
ITEM	DESCRIPTION	Type	BATTER	UNIT	QTY	STATION	PLAN SET	CONTRACT		REVISED QTY	PROPOSED		CONTRACT	EXPECTED		COMMENTS	
			ANGLE				PAGE	UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	CHANGE	TO PERFORM	TO INVOICE		
35.	Flap Gate - 36"	F25	5°	EA	1	206+90C	01C-16	\$21,000.00	\$21,000.00	1	\$15,000.00	\$15,000.00	-\$6,000.00	1	\$15,000.00		
36.	Flap Gate - 24"	F25	5°	EA	1	200+55C	01C-17	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00	1	\$21,000.00		
37.	Flap Gate - 24"	F25	5°	EA	1	199+80C	01C-17	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00	1	\$21,000.00		
38.	Flap Gate - 48"	F25	2.5°	EA	4	476+90C	01C-17	\$50,000.00	\$50,000.00	1	\$39,000.00	\$39,000.00	-\$11,000.00	0	\$0.00	OMIT PER RM	
39.	Flap Gate - 24"	F25	5°	EA	1	176+47C	01C-18	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00	1	\$21,000.00		
40.	Flap Gate - 24"	F25	5°	EA	1	172+08C	01C-18	\$25,000.00	\$25,000.00	1	\$21,000.00	\$21,000.00	-\$4,000.00	1	\$21,000.00		
41.	Flap Gate - 48"	F25	2.5°	EA	4	428+80C	01C-19	\$50,000.00	\$50,000.00	1	\$50,000.00	\$50,000.00	\$0.00	0	\$0.00	UPDATED GATE	
42.	Flap Gate - 48"	F25	2.5°	EA	2	92+70C	01C-20	\$48,000.00	\$96,000.00	2	\$37,000.00	\$74,000.00	-\$22,000.00	2	\$74,000.00		
43.	Flap Gate - 36"	F25	5°	EA	1	51+28C	01C-22	\$33,000.00	\$33,000.00	1	\$29,000.00	\$29,000.00	-\$4,000.00	1	\$29,000.00		
44.	Bonds and Insurance	-	-	LS	1	-	-	\$24,000.00	\$24,000.00	1	\$24,000.00	\$24,000.00	\$0.00	1	\$24,000.00		
TOTALS								\$2,152,000.00		\$1,688,600.00		-\$463,400.00			\$1,426,900.00		
ITEMS ADDED PER CITY ENGINEERING																	
14A	Sluice Gate - 30"			EA	1	14593	145+93B2			1	\$48,000.00	\$48,000.00		1	\$48,000.00		
15A	Sluice Gate - 36" X 36" opening			EA	1	14561	145+61B2			1	\$50,000.00	\$50,000.00		1	\$50,000.00		
16A	Sluice Gate - 36"	S55		EA	1	12861	128+61B2			1	\$50,000.00	\$50,000.00		1	\$50,000.00		
17A	Sluice Gate - 20"	S25		EA	1	12361	123+61B2			1	\$47,000.00	\$47,000.00		1	\$47,000.00		
18A	Sluice Gate - 24"	S25 S55		EA	1	11945	119+45B2			1	\$48,000.00	\$48,000.00		1	\$48,000.00		
19A	Sluice Gate 24"	S55		EA	1	11526	115+26B2			1	\$48,000.00	\$48,000.00		1	\$48,000.00		
24A	Sluice Gate - 30"	S55		EA	1	6986	69+86B1			1	\$50,000.00	\$50,000.00		1	\$50,000.00		
25A	Sluice Gate - 24"	S55		EA	1	5786	57 +86B1			1	\$48,000.00	\$48,000.00		1	\$48,000.00		
												Extra 8 Sluice Gates		\$389,000.00			
												Total Billing w/ Extra 8 Sluice Gate		\$1,815,900.00			
												CO # 2 Amount		\$127,300.00			

Agenda Action Form

Paducah City Commission

Meeting Date: November 28, 2023

Short Title: Approve a Residential Infill Agreement By and Between the City of Paducah and EMD Properties, LLC for LaBarri Subdivision Not to Exceed \$197,991.86 - **R. MURPHY**

Category: Ordinance

Staff Work By: Rick Murphy,
Melanie Townsend
Presentation By: Rick Murphy

Background Information: Summary: EMD Properties, as Developer, and the City of Paducah desire to enter into a Residential Infill Agreement for the reimbursement of expenses incurred during the construction of eligible public infrastructure for the La Barri Subdivision.

Background: On February 12, 2019, the Paducah Board of Commissioners approved Ordinance 2019-2-8560, authorizing the Mayor to sign the final plat of subdivision entitled “LaBarri 1720 & 1740 New Holt Rd, Paducah, KY 42001.” The Developer provided an Escrow Agreement of \$250,000 for the completion of public roadways, curbs, gutters, sidewalks, storm drainage systems, and other designated public improvements in accordance with the proposed subdivision plans and the City’s specifications.

On November 14, 2022, the City Engineer accepted all public improvements for maintenance consisting of roadways, storm sewers, sidewalks, easements, and right-of-ways within the LaBarri Subdivision.

During the construction of public infrastructure for the LaBarri Subdivision, the Developer incurred actual costs of \$197,997.86 for all eligible infrastructure associated with this subdivision. The City desires to enter a Residential Infill Agreement to reimburse those costs up to the ad valorem property tax received on the property or the cost of the public improvements, whichever is the lessor.

The City agrees to an eight (8) year Agreement with EMD Properties, LLC for reimbursement of Ad Valorem taxes up to but not to exceed \$197,991.86.

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 and authorize the Mayor to sign a Residential Infill Agreement between the City of Paducah and EMD Properties, LLC for reimbursement of Ad Valorem property taxes for La Barri Subdivision for a term of eight (8) years for the period beginning July 1, 2023, through June 30, 2031, and a Not-To-Exceed amount of \$197,991.86.

Attachments:

1. ORD Residential Infill Agreement - LaBarri Subdivision
2. La Barri Infill Agreement
3. Plat Cab. M Pg. 1366

ORDINANCE NO. 2023-_____ - _____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING A RESIDENTIAL INFILL AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY, AND EMD PROPERTIES, LLC, FOR LABARRI SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, on February 12, 2019, the Paducah Board of Commissioners adopted Ordinance No. 2019-2-8560, authorizing the Mayor to sign the final plat of subdivision entitled LaBarri 1720 & 1740 Holt Road, Paducah, KY; and

WHEREAS, the developer EMD Properties, LLC provided an Escrow Agreement of \$250,000 for the completion of public roadways, storm drainage systems, and other designated public improvements in accordance with the proposed subdivision plans and the City's specifications; and

WHEREAS, on November 14, 2022, the City Engineer accepted all public improvements for maintenance consisting of roadways, storm sewers, sidewalks, easements, and rights-of-way within the LaBarri Subdivision; and

WHEREAS, during the construction of public infrastructure for LaBarri Subdivision EMD incurred costs of \$197,997.86; and

WHEREAS, the City now desires to enter into a Residential Infill Agreement for reimbursement of those costs, up to the ad valorem property tax received on the property, or the cost of the public improvement, whichever is the least.

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

SECTION 1. Recitals. That the City of Paducah hereby approves a Residential Infill Agreement by and between the City of Paducah and EMD Properties, LLC, as attached hereto and made part hereof, for a total rebate not to exceed \$197,991.86. Said Agreement shall be for a term of eight (8) years. It is further determined that it is necessary and desirable and in the best interests of the City to enter into the Residential Infill Development Agreement for the purposes therein specified. The Mayor of the City of Paducah is hereby authorized to execute the Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Residential Infill Development Agreement.

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 parts 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 the 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, to the extent of such conflict, are 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, November 14, 2023

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *the Paducah Sun*, _____

\\ord\plan\Residential Infill Agreement – LaBarri Subdivision

Exhibit A
LA BARRI SUBDIVISION RESIDENTIAL INFILL DEVELOPMENT AGREEMENT

EXHIBIT A

LA BARRI SUBDIVISION
RESIDENTIAL INFILL DEVELOPMENT AGREEMENT

THIS RESIDENTIAL INFILL AGREEMENT made and executed on this _____ day of _____, 2023, by and between the City of Paducah, Kentucky, a city of the second class, 300 South Fifth Street, P. O. Box 2267, Paducah, Kentucky 42002-2267 (hereinafter referred to as "City"), and EMD Properties, LLC, 3936 Alameda Crescent, Paducah, KY, a Kentucky Limited Liability Company (hereinafter referred to as "Developers").

WITNESSETH:

WHEREAS, Developer is the owner of tract real property consisting of 6.15 acres, which is located in McCracken County, Kentucky, a document describing real property is set forth in Final Plat, which is entitled, "Final Subdivision Plat, La Barri, dated January 9, 2019, by Mr. Herb Simmons, a Kentucky Professional Land Surveyor (P.L.S. No. 3732) is attached hereto; and

WHEREAS, Developers has completed all requirements in accordance with the City of Paducah Subdivision Ordinances and has obtained final subdivision approval for the Developers' development of said tract of property as a subdivision for residential purposes from the Planning Commission on September 17, 2018 and by Board of Commissioners on February 12, 2019, Ordinance No. 2019-2-8560, which approval is evidenced by the Final Plat recorded in Book: CABM, page 1366-1366, in the McCracken County Clerk's office.

WHEREAS, Developer's Development requires Developer to add improvements to the public infrastructure; and

WHEREAS, Developer's Development is presently located in the incorporated area of Paducah, McCracken County, Kentucky, and suitable for urban development without unreasonable delay; and

WHEREAS, it would be beneficial to the Developer and Developer's Development, and the successor owners of property located in Developer's Development, to enjoy municipal services from the City; and

WHEREAS, the City desires to provide municipal services to benefit Developer's Development, and the land owners to be located therein, but requests Developer to construct, at Developer's cost, eligible public infrastructure and improvements which are necessary for the provision of safe public transportation and municipal services; and

WHEREAS, eligible public improvements may include without limitation the improvement to existing transportation facilities owned and operated by the Kentucky Transportation Cabinet (hereinafter referred to as "KYTC"); the construction or improvement to local streets, curbs, gutters, sidewalks, and storm sewer conveying systems (hereinafter referred to as "Eligible Public Improvements") as depicted in Developer's Development, which upon completion and acceptance by the appropriate governing body that may include without limitation either or both the City and KYTC (hereinafter referred to as the "Government") shall become the property of the Government. The final approval and acceptance of the Eligible Public Improvements shall be determined by the Government having jurisdictional authority over the Eligible Public Improvements' construction, completion, and acceptance ; and

WHEREAS, for reason that such Eligible Public Improvements will become the property of the Government having jurisdictional authority over said improvements' construction, completion, and acceptance, the City is agreeable to reimbursing Developer for the cost and expenses incurred by Developer to construct Eligible Public Improvements within and/or depicted by the Developer's Development to the extent of the total cost and expense of \$197,991.86, or the amount of ad valorem real property taxes realized by the City resulting from the Developer's Development for eight (8) years beginning July 1, 2023 through June 30, 2031 (hereinafter referred to as "Period of Eligibility") the lesser to apply.

NOW, THEREFORE, in consideration of the foregoing provisions, and for other valuable consideration, the receipt of which is hereby acknowledged by all parties hereto, the parties do covenant and agree as follows:

1. Construction/Improvements of Eligible Public Improvements. Developer shall construct within Developer's Development the public infrastructure and improvements which are necessary for the provision of public safety and municipal services by the Government defined herein as Eligible Public Improvements. All Eligible Public Improvements shall be located within an existing and/or proposed public right-of-way(s) and/or public easements to be dedicated by the plat of Developer's Development or shown as an improvement to existing publicly owned surface transportation infrastructure. The City Engineer and/or the Government having jurisdictional authority shall have the right to inspect all construction of the Eligible Public Improvements during the construction process to ensure that construction of such Eligible Public Improvements are in compliance with the Developer's Development and in compliance with the applicable minimum standards and requirements, including without limitation building codes, zoning laws, or other applicable federal, state or local laws or ordinances of the Government having jurisdictional authority.

2. Acceptance by the Government. Upon completion of construction of the Eligible Public Improvements, the improvements shall be inspected by the Government having jurisdictional authority to determine and/or identify if the improvements have deficiencies. If it is determined that deficiencies are in need of correction, the Developer shall complete the appropriate corrective actions needed prior to the improvements being accepted by the Government having jurisdictional authority. Upon the Developer completing the correction of all identified deficiencies, the Government having jurisdictional authority shall accept the Eligible Public Improvements, at which time such improvements shall be deemed the sole and exclusive property of the Government having jurisdictional authority. Upon such acceptance, the Government, having jurisdictional authority, shall thereafter maintain the Eligible Public Improvements at the Government's costs. Notwithstanding the foregoing, it is agreed and understood by and between the parties that the Government shall not be obligated to accept any of the Developer's improvement's that do not meet the minimum standards of the Government.

3. Reimbursement to Developer for Costs and Expenses of Constructing Eligible Public Improvements. In consideration of Developer's construction of Eligible Public Improvements, which are to become the property of the Government having jurisdictional authority, the City hereby agrees to reimburse Developer for any cost and expense incurred by the Developer for the construction cost of the subject improvement to the extent of such costs and expenses, or to the extent of the amount of ad valorem real property taxes realized and collected annually by the City from the City's levy and tax on Developer's Development during the Period of Eligibility, the lesser to apply. Reimbursement of these costs and expenses shall be subject to the following terms and conditions:

A. Eligibility for Reimbursement. Only actual costs and expenses incurred by the Developer for the construction of the Eligible Public Improvements which are constructed in accordance with the Developer's Development and are ready to be accepted by the Government shall be eligible for reimbursement. Eligible costs for reimbursements (hereinafter referred to as "Reimbursements") shall be limited to the Developer's actual expenses incurred to purchase materials, labor and charges for the use/rental of equipment to construct the Eligible Public Improvements. Expense associated with the Developer's overhead, profit or any other related expense shall not be considered for reimbursement. The determination of which costs and expenses are eligible and whether construction and completion of the Eligible Public Improvements were made in accordance with the Developer's Development shall be made by the City Engineer in his reasonable discretion.

B. Time of Request. The Developer shall only be entitled to make a request for Reimbursement at that point in time when the Developer has fully completed construction of any Eligible Public Improvements. All requests for Reimbursement shall be filed with the City Engineer's Office on or before May 31 of any calendar year.

C. Request for Reimbursement. Any request for Reimbursement shall be in written form bearing the Developer and Development name as described herein. Each request shall itemize the costs and expenses which were incurred by the Developer that are eligible for Reimbursement. Such itemization shall first describe the Eligible Public Improvement constructed, accompanied with the Developer's supporting construction documentation attached to each request that verifies the costs and

expenses incurred by the Developer for the construction of the Eligible Public Improvements for Reimbursement. The Developer shall also provide to the City Engineer any other documentation requested by the City Engineer which the City Engineer deems necessary or advisable in his review of the request. Each request made by the Developer shall be verified under oath.

D. Review and Approval by the City Engineer. Upon submission of the written request, the City Engineer shall evaluate the request and make a determination as to the eligibility of the Reimbursement. As part of the evaluation, the City Engineer shall also make a determination that the Eligible Public Improvements were constructed in accordance with the Developer's Development. In the event the City Engineer makes a determination that the Eligible Public Improvements, or any party thereof, were not constructed in accordance with such minimum Government standards, such determination shall render the Developer's request ineligible for reimbursement. In making such a determination, the City Engineer shall provide a written description of the deficiency or deficiencies. In such event, the Developer shall not have any further right to request reimbursement under this Agreement until such time that the noted deficiency or deficiencies are cured and remedied. In making his evaluation, the City Engineer shall have the right to consult with Developer, and any engineer, contractor, or subcontractor with whom the Developer associated with prior to or during the construction of such Eligible Public Improvement.

E. Upon approval of eligibility of any Reimbursement for the Eligible Public Improvements. The City Engineer shall make a written report evidencing such approval. The City Engineer shall state in the written report the amount of the costs and expenses which were approved for reimbursement. In the event the City Engineer should reject any cost or expense as set forth in the request, the City Engineer shall provide an explanation in the written report for such rejection. Upon completion of the written report, the City Engineer shall cause a copy of such written report to be delivered to the Developer and to Finance Department of the City of Paducah.

F. Reimbursement from Finance Department. Upon receipt of the written approval by the City Engineer, the Finance Department shall make a determination as to the amount of ad valorem real property taxes which were levied by the City for the City's sole benefit against the real property located in Developer's Development and actually collected and received by the City for each year period during the Period of Eligibility. The Finance Department shall make payment to the Developer in an amount equal to such taxes actually collected and received by the City specific to each of the City's Fiscal Years within the Period of Eligibility, subject, however, to the following conditions:

(1) The City shall have no obligation whatsoever to reimburse the Developer in excess of the sum total amount of the ad valorem real property taxes actually collected and received by the City annually during the Period of Eligibility. In the event such sum total amount exceeds the sum total of eligible Reimbursement, the City's obligation of Reimbursement shall terminate upon full payment of such Reimbursement.

(2) Any taxes which may be collected by the City for the benefit of others, such as the school board, etc., shall not be deemed a part of the reimbursement herein.

(3) Only taxes actually received and collected by the City during the Period of Eligibility following the effective date of this Agreement from levies against the Developer's Development shall be utilized in determining the Reimbursement described herein. Any taxes collected prior to the Period of Eligibility shall not be included in such determination, regardless of the date of assessment or levy, issuance of the tax bills, or in the event of any delinquency in payment.

(5) Enforcement of Agreement. Each of the parties to this Agreement shall have the right to enforce the terms of this Agreement. In the event of such enforcement, or in the event of any dispute between the parties regarding the meaning or interpretation of any provision of this Agreement, all parties do hereby agree to submit such action to the McCracken Circuit Court. Each party shall have all rights and remedies as provided by law. In the event such action

is filed with the McCracken Circuit Court, each party does hereby waive trial by jury. It is agreed by and between the parties that the prevailing party in such action shall have the right to recover its reasonable attorney's fees from the non-prevailing party as part of its costs of litigation.

(6) Arbitration. Should any dispute arise between the parties, the parties will try to resolve the dispute by negotiation. If the dispute has not been resolved by such negotiation, the parties will submit the dispute for administered mediation. In the event a dispute cannot be resolved by mediation, the following provisions shall apply:

(a) As to any unresolved dispute, upon the written request of any party, the dispute shall be submitted to an arbitrator to be selected by the parties. If the parties cannot agree within ten (10) days after the receipt of written notice from the other party requesting it to do so, the appointment shall be left to the American Arbitration Association.

(b) Except as otherwise specifically set forth herein, the arbitrator shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Paducah, Kentucky.

(c) The decision in writing of the arbitrator, when filed with the parties hereto, shall be final and binding on both parties. The arbitrator shall award the costs and expenses incurred by the prevailing party against the non-prevailing party to such extent as determined by the arbitrator as the arbitrator deems just and equitable. Judgment may be entered upon the final decision of the arbitrator in any court having jurisdiction. Any party shall have the right to sue in court to enforce the arbitration award. In accepting arbitration, the parties expressly waive trial by jury.

(7) Miscellaneous Provisions. The following miscellaneous provisions shall apply:

A. Notices. All notices provided for herein will be in writing and addressed to the parties at the addresses as referenced above.

B. Other Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights, and remedies, otherwise imposed or available by law.

C. Governing Law. This document shall, in all respects, be governed by the laws of the state of Kentucky.

D. Entire Agreement. This Agreement expresses the complete agreement of the parties and supersedes all prior written or oral agreements or understandings between the City and the Developer with regard to the matters addressed herein. The making, execution, and delivery of this Agreement by the parties hereto has not been induced by any representations, statements, warranties or agreements other than those expressly set forth herein.

E. Amendments. This Agreement may not be modified or amended unless by a writing signed by both parties hereto.

F. Time. All times referred herein shall be strictly construed, as all of such times shall be deemed of the essence.

G. Counterparts. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

H. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective legal representatives,

heirs, successors and permitted assigns. The Developer shall not assign his/her rights and obligations hereunder, in whole or in part, without the prior consent of the City, but in no event, shall any assignment hereunder release or relieve the Developer from any obligations of this Agreement for which the Developer shall remain fully bound to the City.

I. Effective Date of Agreement. The effective date of this Agreement shall be the date that the mayor of the City of Paducah executes this Agreement and has received the approval of the governing body of the City of Paducah.

j. Assurances. The Developer agrees to execute such further documents and instruments as shall be necessary to carry out the terms of this Agreement fully.

CITY OF PADUCAH

EMD PROPERTIES, LLC

By: _____

George Bray, Mayor, City of Paducah

By: _____

Date: _____, 20__

Date: _____, 20__

STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, Mayor, City of Paducah.

My commission expires _____.

Notary Public, State at Large

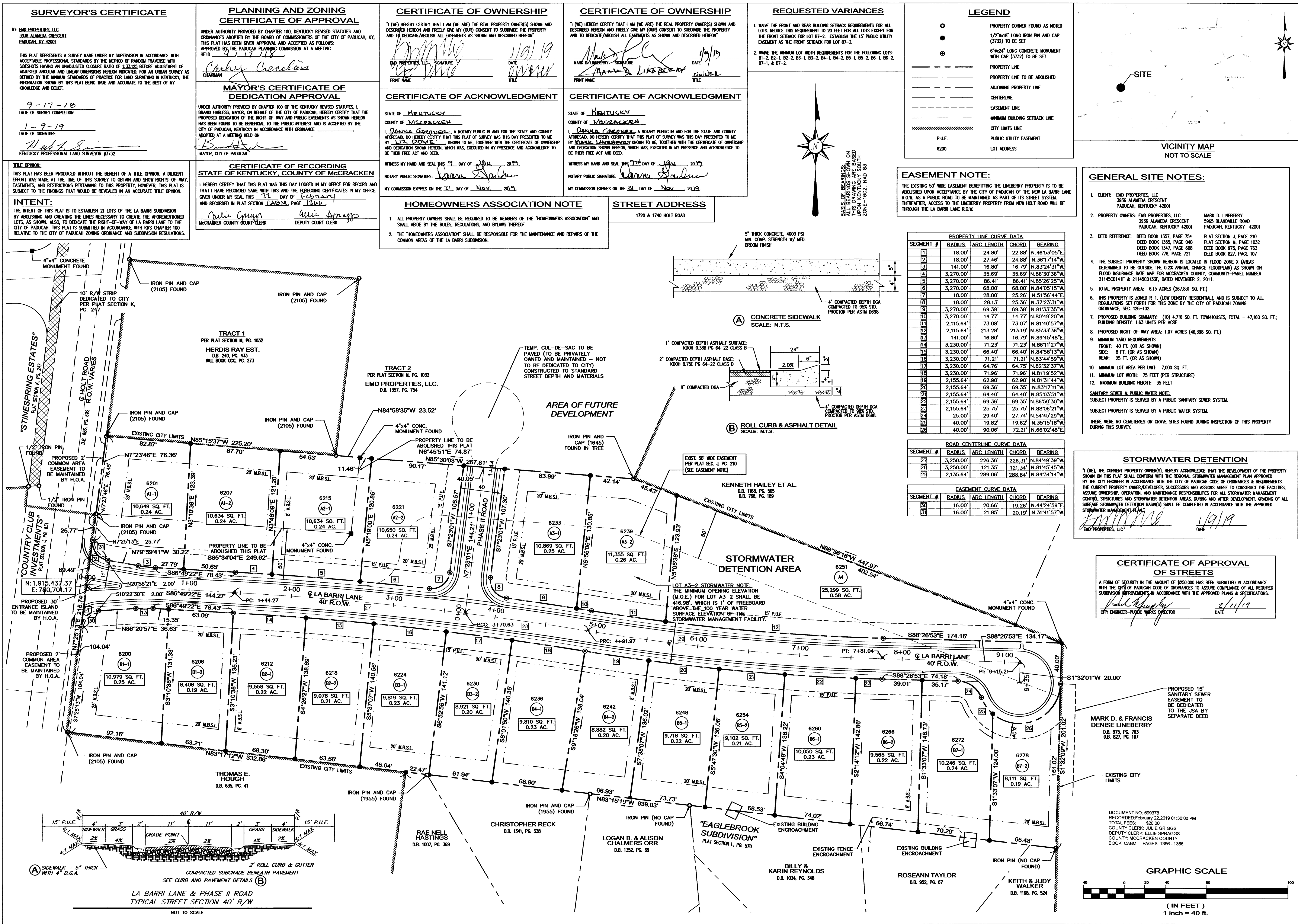
STATE OF KENTUCKY)

COUNTY OF McCRACKEN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, Member, on behalf of _____

My commission expires _____.

Notary Public, State at Large



SURVEYOR'S CERTIFICATE

TO: EMD PROPERTIES, LLC
3936 ALAMEDA CRESCENT
PADUCAH, KY 42001

THIS PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS BY THE METHOD OF RANDOM TRAVERSE WITH SIDESHOTS HAVING AN UNADJUSTED CLOSURE RATIO OF 1:33,122 BEFORE ADJUSTMENT OF ADJUSTED ANGULAR AND LINEAR DIMENSIONS HEREON INDICATED. FOR AN URBAN SURVEY AS DEFINED BY THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN KENTUCKY, THE INFORMATION SHOWN BY THIS PLAT BEING TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

9-17-18
DATE OF SURVEY

1-9-19
DATE OF SIGNATURE

Hubert L. Sauer
KENTUCKY PROFESSIONAL LAND SURVEYOR #3732

TITLE OPINION:

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

INTENT:

THE INTENT OF THIS PLAT IS TO ESTABLISH 21 LOTS OF THE LA BARRI SUBDIVISION BY ABOLISHING AND CREATING THE LINES NECESSARY TO CREATE THE AFORESAID LOTS, AS SHOWN, ALSO, TO DEDICATE THE RIGHT-OF-WAY OF LA BARRI LANE TO THE CITY OF PADUCAH. THIS PLAT IS SUBMITTED IN ACCORDANCE WITH KRS CHAPTER 100 RELATIVE TO THE CITY OF PADUCAH ZONING ORDINANCE AND SUBDIVISION REGULATIONS.

PLANNING AND ZONING CERTIFICATE OF APPROVAL

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

APPROVED BY THE PADUCAH PLANNING COMMISSION AT A MEETING HELD ON 9/17/18

Carley Cresswell
CHAIRMAN

MAYOR'S CERTIFICATE OF DEDICATION APPROVAL

UNDER AUTHORITY PROVIDED BY CHAPTER 100 OF THE KENTUCKY REVISED STATUTES, I, BRAD HARRIS, MAYOR, ON BEHALF OF THE CITY OF PADUCAH, HEREBY CERTIFY THAT THE PROPOSED DEDICATION OF THE RIGHT-OF-WAY AND PUBLIC EASEMENTS AS SHOWN HEREON HAS BEEN FOUND TO BE BENEFICIAL TO THE PUBLIC INTEREST AND IS ACCEPTED BY THE CITY OF PADUCAH, KENTUCKY IN ACCORDANCE WITH ORDINANCE.

ADDED AT A MEETING HELD ON 1/9/19

Brad Harris
MAYOR, CITY OF PADUCAH

CERTIFICATE OF RECORDING

STATE OF KENTUCKY, COUNTY OF MCCrackEN

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 9th DAY OF February, 2019

Julie Griggs
MCCrackEN COUNTY CLERK

Julie Griggs
DEPUTY COUNTY CLERK

CERTIFICATE OF OWNERSHIP

I (WE) HEREBY CERTIFY THAT I (AM (WE ARE)) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND FREELY GIVE MY (OUR) CONSENT TO SUBDIVIDE THE PROPERTY AND TO DEDICATE/ABOLISH ALL EASEMENTS AS SHOWN AND DESCRIBED HEREON.

1/9/19
DATE

EMD PROPERTIES, LLC
PRINT NAME

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY
COUNTY OF MCCrackEN

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

WITNESS MY HAND AND SEAL THIS 9th DAY OF Jan, 2019

NOTARY PUBLIC SIGNATURE: Danna Greenberg

MY COMMISSION EXPIRES ON THE 21 DAY OF Nov, 2019

CERTIFICATE OF OWNERSHIP

I (WE) HEREBY CERTIFY THAT I (AM (WE ARE)) THE REAL PROPERTY OWNER(S) SHOWN AND DESCRIBED HEREON AND FREELY GIVE MY (OUR) CONSENT TO SUBDIVIDE THE PROPERTY AND TO DEDICATE/ABOLISH ALL EASEMENTS AS SHOWN AND DESCRIBED HEREON.

1/9/19
DATE

MARK D. LINEBERRY
PRINT NAME

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KENTUCKY
COUNTY OF MCCrackEN

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

WITNESS MY HAND AND SEAL THIS 9th DAY OF Jan, 2019

NOTARY PUBLIC SIGNATURE: Danna Greenberg

MY COMMISSION EXPIRES ON THE 21 DAY OF Nov, 2019

REQUESTED VARIANCES

1. WAIVE THE FRONT AND REAR BUILDING SETBACK REQUIREMENTS FOR ALL LOTS. REDUCE THIS REQUIREMENT TO 20 FEET FOR ALL LOTS EXCEPT FOR THE FRONT SETBACK FOR LOT 87-2. ESTABLISH THE 15' PUBLIC UTILITY EASEMENT AS THE FRONT SETBACK FOR LOT 87-2.

2. WAIVE THE MINIMUM LOT WIDTH REQUIREMENTS FOR THE FOLLOWING LOTS: 81-2, 82-1, 82-2, 83-1, 83-2, 84-1, 84-2, 85-1, 85-2, 86-1, 86-2, 87-1, & 87-2.

LEGEND

PROPERTY CORNER FOUND AS NOTED
1/2" x 1/8" LONG IRON PIN AND CAP (3732) TO BE SET
6" x 24" LONG CONCRETE MONUMENT WITH CAP (3732) TO BE SET
PROPERTY LINE TO BE ABOLISHED
ADJOINING PROPERTY LINE
CENTERLINE
EASEMENT LINE
MINIMUM BUILDING SETBACK LINE
CITY LIMITS LINE
PUBLIC UTILITY EASEMENT
LOT ADDRESS

P.U.E.
6200

EASEMENT NOTE:

THE EXISTING 50' WIDE EASEMENT BENEFITING THE LINEBERRY PROPERTY IS TO BE ABOLISHED UPON ACCEPTANCE BY THE CITY OF PADUCAH OF THE NEW LA BARRI LANE R.O.W. AS A PUBLIC ROAD TO BE MAINTAINED AS PART OF ITS STREET SYSTEM. THEREAFTER, ACCESS TO THE LINEBERRY PROPERTY FROM NEW HOLT ROAD WILL BE THROUGH THE LA BARRI LANE R.O.W.

PROPERTY LINE CURVE DATA

SEGMENT #	RADIUS	ARC LENGTH	CHORD	BEARING
1	18.00'	24.80'	22.88'	N.46°53'05"E
2	18.00'	27.46'	24.76'	N.36°17'14"W
3	141.00'	16.80'	16.79'	N.83°24'31"W
4	3,270.00'	35.69'	35.69'	N.86°30'36"W
5	3,270.00'	86.41'	86.41'	N.85°26'25"W
6	3,270.00'	68.00'	68.00'	N.84°05'15"W
7	18.00'	28.00'	25.26'	N.51°56'44"E
8	18.00'	28.13'	25.36'	N.37°23'31"W
9	3,270.00'	69.39'	69.38'	N.81°33'35"W
10	3,270.00'	14.77'	14.77'	N.80°49'20"W
11	2,115.64'	73.08'	73.07'	N.81°40'57"W
12	2,115.64'	213.28'	213.19'	N.85°33'36"W
13	141.00'	16.80'	16.79'	N.89°45'48"E
14	3,230.00'	71.23'	71.23'	N.86°11'27"W
15	3,230.00'	66.40'	66.40'	N.84°58'13"W
16	3,230.00'	71.21'	71.21'	N.83°44'59"W
17	3,230.00'	64.76'	64.75'	N.82°32'37"W
18	3,230.00'	71.96'	71.96'	N.81°19'52"W
19	2,155.64'	62.90'	62.90'	N.81°31'44"W
20	2,155.64'	69.36'	69.35'	N.83°17'11"W
21	2,155.64'	64.40'	64.40'	N.85°03'51"W
22	2,155.64'	69.36'	69.35'	N.86°50'30"W
23	2,155.64'	25.75'	25.75'	N.88°06'21"W
24	25.00'	28.40'	27.74'	N.54°45'39"W
25	40.00'	19.82'	19.62'	N.35°15'18"W
26	40.00'	90.06'	72.21'	N.66°02'48"E

ROAD CENTERLINE CURVE DATA

SEGMENT #	RADIUS	ARC LENGTH	CHORD	BEARING
27	3,250.00'	226.36'	226.31'	N.84°49'39"W
28	3,250.00'	121.35'	121.34'	N.81°45'45"W
29	2,135.64'	289.06'	288.84'	N.84°34'14"W

EASEMENT CURVE DATA

SEGMENT #	RADIUS	ARC LENGTH	CHORD	BEARING
30	16.00'	20.66'	19.26'	N.44°24'59"E
31	16.00'	21.85'	20.19'	N.31°41'57"W

GENERAL SITE NOTES:

- CLIENT: EMD PROPERTIES, LLC
3936 ALAMEDA CRESCENT
PADUCAH, KENTUCKY 42001
- PROPERTY OWNERS: EMD PROPERTIES, LLC
3936 ALAMEDA CRESCENT
PADUCAH, KENTUCKY 42001
MARK D. LINEBERRY
5965 BLANDVILLE ROAD
PADUCAH, KENTUCKY 42001
- DEED REFERENCE: DEED BOOK 1357, PAGE 754
DEED BOOK 1355, PAGE 040
DEED BOOK 1347, PAGE 608
DEED BOOK 778, PAGE 721
PLAT SECTION 4, PAGE 210
PLAT SECTION M, PAGE 1032
DEED BOOK 975, PAGE 763
DEED BOOK 827, PAGE 107
- THE SUBJECT PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FLOOD INSURANCE RATE MAP FOR MCCrackEN COUNTY, COMMUNITY-PANEL NUMBER 211450141F & 211450133F, DATED NOVEMBER 2, 2011.
- TOTAL PROPERTY AREA: 6.15 ACRES (267,831 SQ. FT.)
- THIS PROPERTY IS ZONED R-1 (LOW DENSITY RESIDENTIAL), AND IS SUBJECT TO ALL REGULATIONS SET FORTH FOR THIS ZONE BY THE CITY OF PADUCAH ZONING ORDINANCE, SEC. 126-102.
- PROPOSED BUILDING SUMMARY: (10) 4,716 SQ. FT. TOWNHOUSES, TOTAL = 47,160 SQ. FT.; BUILDING DENSITY: 1.63 UNITS PER ACRE
- PROPOSED RIGHT-OF-WAY AREA: 1.07 ACRES (46,398 SQ. FT.)
- MINIMUM YARD REQUIREMENTS:
FRONT: 40 FT. (OR AS SHOWN)
SIDE: 8 FT. (OR AS SHOWN)
REAR: 25 FT. (OR AS SHOWN)
- MINIMUM LOT AREA PER UNIT: 7,000 SQ. FT.
- MINIMUM LOT WIDTH: 75 FEET (PER STRUCTURE)
- MAXIMUM BUILDING HEIGHT: 35 FEET
- SANITARY SEWER & PUBLIC WATER NOTE:
SUBJECT PROPERTY IS SERVED BY A PUBLIC SANITARY SEWER SYSTEM.
SUBJECT PROPERTY IS SERVED BY A PUBLIC WATER SYSTEM.
- THERE WERE NO CEMETERIES OR GRAVE SITES FOUND DURING INSPECTION OF THIS PROPERTY DURING THIS SURVEY.

STORMWATER DETENTION

I (WE), THE CURRENT PROPERTY OWNER(S), HEREBY ACKNOWLEDGE THAT THE DEVELOPMENT OF THE PROPERTY SHOWN ON THIS PLAT SHALL CONFORM WITH THE REGIONAL STORMWATER MANAGEMENT PLAN APPROVED BY THE CITY ENGINEER IN ACCORDANCE WITH THE CITY OF PADUCAH CODE OF ORDINANCES & REQUIREMENTS. THE CURRENT PROPERTY OWNER/DEVELOPER, SUCCESSORS AND ASSIGNS AGREE TO CONSTRUCT THE FACILITIES, ASSUME OWNERSHIP, OPERATION, AND MAINTENANCE RESPONSIBILITIES FOR ALL STORMWATER MANAGEMENT CONTROL STRUCTURES AND STORMWATER DETENTION AREAS, DURING AND AFTER DEVELOPMENT, GRADING OF ALL SURFACE STORMWATER DETENTION BASIN(S) SHALL BE COMPLETED IN ACCORDANCE WITH THE APPROVED STORMWATER MANAGEMENT PLAN.

1/9/19
DATE

EMD PROPERTIES, LLC

CERTIFICATE OF APPROVAL OF STREETS

A FORM OF SECURITY IN THE AMOUNT OF \$250,000 HAS BEEN SUBMITTED IN ACCORDANCE WITH THE CITY OF PADUCAH CODE OF ORDINANCES TO ASSURE COMPLIANCE OF ALL REQUIRED SUBDIVISION IMPROVEMENTS IN ACCORDANCE WITH THE APPROVED PLANS & SPECIFICATIONS.

Paul Humphrey
CITY ENGINEER-PUBLIC WORKS DIRECTOR

2/21/19
DATE

GRAPHIC SCALE

1 inch = 40 ft.

PROJECT NO.: 17101
DATE: JANUARY 9, 2019
DRAWN BY: DMG
CHECKED BY: HFS
REV.: DESCRIPTION

DOCUMENT NO: 599378
RECORDED February 22, 2019 01:30:00 PM
TOTAL FEES: \$200.00
COUNTY CLERK: JULIE GRIGGS
DEPUTY CLERK: ELLIE SPRAGGS
COUNTY: MCCrackEN COUNTY
BOOK: CABM PAGES: 1366-1368

LA BARRI LANE & PHASE II ROAD TYPICAL STREET SECTION 40' R/W

NOT TO SCALE

Agenda Action Form

Paducah City Commission

Meeting Date: November 28, 2023

Short Title: Text Amendment of Section 126-76 Sign regulations - **J SOMMER**

Category: Ordinance

Staff Work By: Josh Sommer,
Nicholas Hutchison
Presentation By: Josh Sommer

Background Information: The Planning Commission has forwarded a positive recommendation to the Board of Commissioners for a text amendment to Section 126-76 Sign regulations of the Paducah Zoning Ordinance. The changes are primarily for projecting signs in the B-2 Downtown Business Zone, enforcement of the sign code, revise definitions, bring the sign code into compliance with *City of Austin, Texas v. Reagan National Advertising of Austin, LLC* and performance standards for murals.

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. TXT2023-0001 Sign regulations EDIT (BOC)
2. ORD 126-76- sign amendment- 11-2023
3. Resolution

T

TEXT AMENDMENT PADUCAH BOARD OF COMMISSIONERS

CASE NO.	TXT2023-0001
TITLES	126-76 Sign regulations
DESCRIPTION	Text change to provide for: • Permit projecting signs in the B-2 Downtown Business Zones due to the massing, character and scale of the nearby downtown core. • Clarify enforcement of the sign code. • Revise definitions to the sign code. • Revise the zoning code to conform to <i>City of Austin, Texas, v. Reagan National Advertising of Austin, LLC</i>. • Include performance standards for murals.

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 amendment on November 6, 2023.

CONSIDERATIONS

On April 21, 2022, the U.S. Supreme Court found in *City of Austin, Texas v. Reagan National Advertising of Austin, LLC* that the distinction between on-premises signs and off-premises signs in the City of Austin, Texas sign code is facially content-neutral under the First Amendment. This case clarified the *Reed v. Gilbert* case in which signs could not be regulated by content. The new case allows regulation of signage by reading the sign. Therefore, staff is updating the Zoning Ordinance to reflect the new case law. The Supreme Court's own free speech precedents, Justice Sotomayor noted, have permitted jurisdictions to regulate on-site vs off-site signage. Not all restrictions that "require an examination of speech" are content based. The Court, for example, has held that location-based regulations on solicitation (speech "requesting or seeking to obtain something") are not content based even though, "to identify whether speech entails solicitation, one must read or hear it first". *Gilbert v. Reed* did not disturb these traditions. It did not, Justice Sotomayor urged, hold that a sign-code provision is content based simply because "it requires reading the sign at issue."

At this time the B-2 Downtown Business Zone does not allow projecting signs. Since this zoning surrounds the B-2-T Zone, which is the downtown core, many buildings have the same massing, character and scale as the structures along Broadway. There have historically been projecting signs in this zone. Staff wishes to amend the Zoning Ordinance to allow their return to be seamless leading up to the B-2-T Zone.

Redundancy is proposed to be removed in the definitions.

Currently, murals are only regulated as a policy, not codified in ordinance form. Staff would like to introduce the performance standards for murals as contained herein.

TEXT AMENDMENTS

The proposed amendments are as follows:

Sec. 126-76. – Sign regulations.

(a) *Purpose.*

(b) *Findings.*

(c) *Applicability and message neutrality.*

(1) Applicability. Any sign erected, placed, established or created that is visible from a public right-of-way, adjacent property or outdoor area of public property shall be in conformance with the standards, procedures and requirements of this chapter. All signs that are not expressly allowed by this chapter or exempt hereunder are prohibited.

(2) Message neutrality. This chapter regulates signs in a manner consistent with the speech freedoms of both the United States and the Kentucky Revised Statutes and is content neutral. Notwithstanding any other provision of this chapter, no sign is subject to any limitation based on its content.

(3) Pursuant to *City of Austin, Texas v. Regan National Advertising of Austin, LLC*; any city official may read a sign to determine whether it is on-premise or off-premise as defined under *Advertising sign* below.

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

(1) Abandoned sign. A sign that:

(a) By reason of neglect, damage or deterioration requires repair; and

(b) The owner, or other party responsible for maintaining the sign, fails to undertake and complete the repairs within thirty (30) days after written notice to do so from the City.

(2) Advertising sign. A sign which directs attention to a business, product, service, activity or entertainment; sold or offered elsewhere than on the premises where such sign is located. Such ~~sign includes~~ signs include billboards and off-premises signs.

(3) Air-inflated sign. A sign which maintains shape by air pressurization.

(4) Animated sign. Any sign depicting action, motion, light or color changes through electrical or mechanical means.

(5) Area of sign.

(a) The area of a sign shall be considered to include all lettering, wording and accompanying designs and symbols, together with the background on which they are displayed, any frame around the sign and any “cutouts” or extensions, but shall not include any supporting structure or bracing.

(b) The area of a sign shall consist of individual letters or symbols attached to or painted on a surface, building, wall or window; and shall be considered to be that of the smallest rectangle which encompasses all elements of said sign.

(c) The area of a sign which is other than rectangular in shape shall be determined as the area of the smallest rectangle which encompasses all elements of said sign.

(d) The area of a sign which consists of a three-dimensional object shall be considered to be the area of the largest vertical cross-section of that object.

(e) Only one (1) side shall be counted in computing the area of a double-faced sign.

- (6) Awning. A fabric overhead projection from a building façade intended to provide shelter from wind, sun or rain for passing pedestrians and window shoppers.
- ~~(7) Banner. Any sign of lightweight fabric, vinyl or similar material. Flags and pennants shall not be considered a banner.~~
- (8) Building marker. Any sign indicating only the name of a building, the date of construction or incidental information about its construction, which is cut into a masonry surface or made of a permanent material and permanently affixed to the building.
- (9) Campus sign. A sign which is located within a campus-style environment which consists of at least three (3) acres of real property, such as a school, college, religious institution, performance hall, convention center or other like environment as approved by the Planning Commission. Such signs may include electronic message signs.
- (10) Canopy sign. A sign that is part of, or customarily attached to; a gasoline canopy.
- (11) Directional sign. Any non-commercial sign of an instructional nature displayed for the convenience of the public.
- ~~(12) Drive-thru facilities sign. See “freestanding sign”~~
- (13) Electronic message sign. A variable message sign that displays computer-generated messages or utilizes other electronic means of changing copy. These signs include, but are not limited to; displays using incandescent lamps, light emitting diodes (LEDs), liquid crystal displays (LCDs) or a flipper matrix. Electronic message signs may not change more than once every eight (8) seconds with no more than two (2) seconds of transition or animation.
- (14) Flag. Any fabric, banner or bunting containing distinctive colors, patterns or symbols; used as a symbol of a government, political subdivision, the official flag of any institution, a business or for civic purposes. Only business or trade flags are considered signs within the scope of this chapter.
- ~~(15) For sale/for rent sign (temporary). A sign which lists all or part of the premises on which the sign is located for sale or rent.~~
- (16) Freestanding sign. A sign that is permanently attached to the ground and is wholly independent of any building or other structure. The term “freestanding sign” includes, but is not limited to; any ground sign, hanging sign, landscape wall sign, drive-thru facility sign, monument sign, multi-tenant sign, pillar sign or pole sign defined as follows:
 - a. Drive-thru facility sign. An outdoor sign which is part of drive-thru or drive-in facilities. This type of sign may include, but is not limited to; a changeable point of purchase display that allows the retailer to list products and prices.
 - b. Ground sign. A freestanding sign, other than a pole sign, which is:
 - i. Supported by at least two (2) architectural support structures;
 - ii. Pedestrian scale or low to the ground; and
 - iii. Not directly in contact with the ground.
 - c. Hanging sign. A sign suspended from the underside of, or attached to the side of, posts or structures.
 - d. Landscape wall sign. A sign consisting of individual letters mounted on a screen, perimeter wall or retaining wall.
 - e. Monument sign. A sign in which the entire bottom of the sign is in contact with the ground, or which is mounted on a solid base at least two-thirds (2/3) of which is the sign face, providing a solid and continuous background for the sign from the ground to the top of the sign.

- f. Multi-tenant sign. A sign structure designated with two (2) or more removable panels to identify the tenants in a building with more than one (1) tenant or in a development with more than one (1) building.
- g. Pillar sign. A slender, three-dimensional freestanding vertical sign.
- h. Pole sign. A freestanding ~~or monument~~ sign normally supported by one (1), but sometimes by more than one (1), pole and otherwise separated from the ground by air space.
- (17) Ghost sign. A sign painted on the exterior wall of a building or structure that has been weathered and faded to the extent it has lost its original brightness of color and visibility. Such signs shall be at least fifty (50) years old.
- ~~(18) Ground sign. See “freestanding sign”~~
- ~~(19) Hanging sign. See “freestanding sign”~~
- (20) Historical marker. A plaque or sign use to commemorate and visually educate the public about the people, places and events that are significant to local, state and national history.
- (21) Home occupation sign. A sign placed on a residential property for commercial purposes as approved by the Board of Adjustment.
- (22) Identification sign. A sign which indicates only the name and address of a building and/or management.
- (23) Illuminated indirectly. The use of an external light source to illuminate a sign.
- (24) Incidental sign. A sign, handbill or poster which is placed to advertise or announce a specific event, whether on or off the property said event shall take place.
- (25) Internal illumination. Internal lighting that shines through plastic or other translucent material.
- (26) Interstate system. That portion of the national system of Interstate highways and officially designated as such by the Kentucky Transportation Cabinet.
- ~~(27) Landscaping wall sign. See “freestanding sign”~~
- (28) Message board. A permanent sign used to convey information by means of changeable lettering or graphics, including electronic message boards.
- ~~(29) Monument sign. See “freestanding sign”.~~
- ~~(30) Multi-tenant sign. See “freestanding sign”.~~
- (31) Mobile sign. A sign which is affixed to a frame having wheels and capable of being carried, attached to a vehicle or otherwise portable, and designed to stand free from a building or other structure. Signs designed to be affixed to the surface of real estate shall be deemed freestanding signs and not mobile signs, but the mere removal of wheels or temporary securing of a sign to the surface of real estate shall not prevent it being a mobile sign within this definition.
- (32) Neon sign. A sign with exposed neon lighting or a sign with neon lighted ~~material~~ transparent material.
- (33) Projecting sign. A sign attached directly to the wall of a building or other structure and extends in a perpendicular direction outward.
- (34) Obsolete sign. Any sign remaining after a building, structure or premise is vacated for a six-month period of time.
- (35) Pennant. Any light material such as plastic or fabric, suspended from rope, wire or string, usually in series, designed to move in the wind.
- (36) Pole banner. A sign made out of cloth, fabric or other lightweight material, with only such material for backing, and designed for hanging from light poles, light posts or other structures.

~~(37) Pole sign. See “freestanding sign”.~~

~~(38) Pillar sign. See “freestanding sign”.~~

~~(39) Political sign. See “temporary sign”~~

(40) Roof sign. A sign attached to the part of a building considered to be the roof, the roof being that part of a building that protects the interior portion of said building. Signs on the mansard of a roof are permissible, but shall not project above the roofline.

(41) Sign. Any device, object, display, or part thereof, used to advertise, identify, display or attract attention to an object, person, institution, organization, business, product, service, event or location by any means; including words, letters, figures, design, symbols, fixtures, colors, illumination or projected image.

(42) Sign face. The area or display surface used for the sign contents.

(43) Sign height. The vertical distance to the highest point of a sign structure, as measured from the average grade at the base of the structure.

(44) Sight visibility triangle. The area formed by the intersection of a public street, a driveway and a line connecting a point on the right-of-way.

(45) Spotlight/beacon. Any light with one (1) or more beams directed into the atmosphere or directed at one (1) or more points not on the same lot as the light source; also, any light with one (1) or more beams that rotate or move.

(46) Strobe light. Intermittently flashing spotlight.

(47) Streamer. A sign made of a string of ribbons, tinsel, pennants or similar devices.

(48) Subdivision monument sign. A monument sign located at an entrance of a subdivision and is associated with the identification of the subdivision.

(49) Temporary sign. A sign intended to be displayed for a limited period of time including, but not limited to; the following:

- a. Construction sign. ~~Sign~~ A sign placed on a site during construction of a building or development project including the rehabilitation, remodeling or renovation of a building.
- b. Garage/ yard sale sign. ~~Sign~~ A sign placed typically on a residential property, generally at the same time as garage sales or yard sales.
- c. Home tour sign. Directional arrows to homes on a home tour.
- d. Political sign. ~~Sign~~ A sign displayed prior to an election, political campaign, referendum or ballot proposition put to the voters as part of City, State or Federal elections.
- e. Real estate sign. ~~Sign~~ A sign displayed on a property which is for sale, lease or rent.
- ~~f. Special event sign. Signs~~ A sign displayed to advertise ~~either:~~
 - ~~i. A special event; or~~
 - ii. ~~A~~ a non-commercial event exempt from a special event permit, such as on-premise church or school activities.

(50) Wall sign. Any sign, including a fascia sign, which is attached parallel to the face of a wall of a building or other structure.

(51) Window sign. A sign displayed on or within a window, visible from outside the building.

(e) *Prohibited signs.* The following signs shall be prohibited, except as otherwise ~~provide~~ provided in this chapter:

(1) Signs that interfere with the free use of building entrances and exits, including emergency exits;

~~(2) Signs that obstruct doors or windows;~~

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

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

- (1) Government signs that are placed by government officers in the performance of their professional/elected duties.
- (2) Temporary or permanent signs erected by public utility or construction companies in the performance of their professional duties.
- (3) Vehicle signage when painted directly on a vehicle or attached magnetically.
- (4) Temporary signage as defined in subsection (g).
- (5) Historical markers;
- (6) Government flags;
- (7) Signs carried by a person;
- (8) ~~Warning signs placed on private property and are a maximum of three (3) square feet~~ One warning sign per street frontage with a maximum area of three (3) square feet;
- (9) Window signs which obscure a maximum of twenty-five (25) percent of transparent or translucent surfaces;

- (10) Signs preempted from regulation by state or federal law;
- (11) Identification signs; and
- (12) Ghost signs.

(g) *Temporary signs.*

- (1) Temporary signs generally. Except as otherwise allowed in this chapter, all temporary signs not classified as exempt signs shall:
 - a. Be allowed on private property only. Sandwich board signs may be allowed on public rights-of-way in accordance with subsection (7).
 - b. Be placed only by the property owner, or with the property owner's permission.
 - c. Not diminish public safety such as placement in a sight visibility triangle.
 - d. Not be mounted on a roof.
 - e. Not be illuminated indirectly or internally.
 - 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. The same sign may not be replaced within thirty (30) days. A different sign may replace the sign in question.
- (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~~ zones.
- (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.
- (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 ~~fabrie, 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. ~~No more than two (2) signs~~ 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 Such~~ 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. ~~One (1) such sign~~ ~~Such signs~~ may only be placed on a sidewalk that has a minimum of eight (8) feet in width ~~and in front of the business associated with such sign~~;
 - 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 ~~per parcel~~.
- (9) Additional temporary signs are allowed ~~on each street frontage~~ 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. ~~Said Such~~ sign shall not exceed four (4) square feet.
 - b. During times property is open to the public. One (1) additional temporary sign may be located on the property on a day when the property owner is opening the property to the public; however, the owner may not use this type of sign for more than fifteen (15) days a year. Such sign may not exceed four (4) square feet.
 - c. One (1) additional temporary sign shall be allowed upon submittal of a final development application or issuance of a building permit and shall terminate upon the issuance of any certificate of occupancy or for approval to connect to electric power for the work authorized by the building permit. Such sign shall not exceed four (4) square feet.

(h) *Permit requirements.*

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

(i) *Signs exempt from permit requirements.*

(j) *Nonconforming signs.*

(k) *Illegal signs.*

All illegal signs shall be subject to immediate enforcement action. Enforcement of this section shall be carried out pursuant to Chapter 42 of the Paducah Code of Ordinances. Appeals stemming from signage enforcement shall be to the Paducah Board of Adjustment, pursuant to KRS 100.261.

(l) *General regulations.*

- (1) All signs shall be constructed of approved materials and shall be designed to meet the structural requirements of the applicable building code.
- (2) No sign shall be erected or maintained where by reason of its position, illumination, size, shape or color; it may obstruct, impair, obscure, interfere with the view of, or be confused with; any ~~authorized~~ traffic-control sign, signal or device.
- (3) No internally illuminated sign or electronic message sign shall be allowed within fifty (50) feet of property in any residential zone.
- (4) No sign shall be placed in any public right-of-way except as provided herein.
- (5) Traffic visibility at intersections shall be preserved in accordance with section 126-65 of the Paducah Zoning Ordinance.
- (6) No sign shall be attached to any tree, fence or utility pole except by a governmental body or agency.
- (7) All signs shall be adequately maintained. Such maintenance shall include proper alignment, continued readability and preservation of the sign with paint or other preservatives. Electronic message signs shall be free of burned-out lights.
- (8) All signs placed upon private property must have the written consent of the property owner or the owner's agent.
- (9) The area of a freestanding sign shall not include poles, supports or other structures used solely for support and do not contain advertising of any kind. Message boards are allowed as accessory signs on freestanding or wall signs. The area of the message board shall be included in the total allowable sign area.
- (10) Interior electronic message signs that change not more than once every thirty (30) seconds shall be allowed in the B-1, B-2, B-3, HBZ, HM, M-1, M-2 and M-3 Zones. Such signs shall be no larger than thirty (30) percent of the window.

(11) Interior electronic signs that change not more than once every thirty (30) seconds shall be allowed in the B-2-T and H-1 Zones. Such signs shall be no larger than four (4) square feet. Only one (1) such sign shall be allowed per structure.

(12) Advertising signs shall follow the performance standards for the underlying zone and will be counted toward the total number of signs and cumulative square footage for all signs for the lot thereon.

(13) Directional signs indicating an entrance, exit or location of parking shall be permitted provided such signs do not exceed four (4) square feet in area for each sign and the height shall not exceed thirty (30) inches above grade. There shall be no more than four (4) directional signs per lot.

(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)*

(1) Single-family and two-family dwellings: One (1) building marker not exceeding one (1) square foot for each single-family residence or each side of a two-family structure.

a. Every parcel shall be entitled to two (2) signs not exceeding thirty-six (36) square inches to be placed in any of the following locations:

1. On the front of every building, residence or structure;
2. On each side of an authorized U.S. Postal Service mailbox; and
3. On one (1) post which measures no more than forty-eight (48) inches in height and four (4) inches in width.

(2) Multi-family dwellings:

a. One (1) freestanding sign that shall not exceed thirty-two (32) square feet, ~~and~~ eight (8) feet in height and shall have a front yard setback of ~~twenty (20)~~ ten (10) feet;

b. One (1) wall sign that shall not exceed twelve (12) square feet.

(3) Incidental signs which shall not exceed two (2) square feet.

(4) Home occupation - One (1) wall sign not exceeding one (1) square foot.

(5) Subdivision - One (1) subdivision monument sign per entrance into a residential subdivision not to exceed thirty-two (32) square feet, ~~and~~ eight (8) feet in height ~~and~~ ~~—Said sign~~ shall have a setback of ten (10) feet ~~from the traveled portion of the public way.~~

(6) Buildings used for religious or educational activities and cemeteries:

a. One (1) freestanding sign that shall not exceed thirty-two (32) square feet, ~~and~~ eight (8) feet in height ~~and~~ ~~—Said sign~~ shall have a front yard setback of ten (10) feet;

b. One (1) wall sign that shall not exceed twelve (12) square feet;

c. One (1) message board that shall not exceed ~~twelve (12)~~ thirty-two (32) square feet and eight (8) feet in height; Such sign may be an electronic message sign, subject to the following:

1. Be at least one hundred fifty (150) feet away from any residential dwelling or a mixed-use dwelling with a residential component.
2. Such sign must decrease in brightness or intensity by at least thirty (30) percent during the hours between 9 p.m. and 6 a.m.
3. A message board may be located on a freestanding sign. However, the total height of the message board and freestanding sign may not exceed eight (8) feet in height.

d. Incidental signs which shall not exceed two (2) square feet.

(7) Principally or conditionally permitted commercial uses in the R-4, NSZ, NCCZ and MU Zones:

a. One (1) freestanding sign that shall not exceed thirty-two (32) square feet, ~~and~~ eight (8) feet in height and shall have a front yard setback of ten (10) feet.

b. Wall signs shall be allowed for each tenant or lessee. Such signs shall not exceed twenty (20) percent of the face of the structure or each individual tenant or lessee space.

- (8) No electronic message sign or electronic message boards shall be allowed in any residential zone, except for the Mixed-Use Zone, wherein ~~an~~ one (1) electronic message sign or board per parcel may be allowed fifty (50) feet from any residential structure or mixed-use structure with a residential component. Such signs shall not exceed thirty-two (32) square feet.
 - (9) If a proposed sign is larger than allowed within adopted covenants in the MU Zone, it shall be referred to the Planning Commission as part of an ~~amendment to a development plan~~ Amendment to a Development Plan.
- (o) *Professional commercial and industrial zones (B-1, B-2, B-3, HBZ, M-1, M-2, M-3, HM, POP 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) 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~~ may be added to such signs provided the total square footage does not exceed seventy-five (75) square feet and twenty-five (25) 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 in height.
 - (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~~ Such 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 any ingress/ egress door.
- (12) Neon signs are allowed.

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

- (1) Wall signs. One (1) wall sign per building façade shall be allowed, provided that such signs shall be constructed so that each letter runs parallel to the street upon which the business abuts, shall be affixed to the exterior wall of the building and shall not protrude from the wall a distance of more than eighteen (18) inches. Wall signs shall be a maximum size of fifty (50) square feet. Building facades with more than fifty (50) feet of street frontage are allowed a maximum sign area of one and one-half (1.5) square feet per linear foot of street frontage subject to a one hundred (100) square foot maximum.
 - a. Internal illumination shall be allowed only when the letters themselves are lit and not the background in the B-2-T Zone.
 - b. Wall signs may be illuminated indirectly in the H-1 and H-2 Zones.
- (2) Freestanding signs shall not exceed twelve (12) square feet.
- (3) All signs in the H-1 and H-2 Zones shall be subject to the requirements of section 126-115 (c) and (g).
- (4) Projecting signs. One (1) projecting sign per building façade on a street frontage shall be allowed, provided that such sign may project from a building no more than four (4) feet horizontally and have a maximum area of six (6) square feet.
 - a. The projecting sign shall start no more than six (6) inches from the exterior wall of the building;
 - b. Shall be mounted by a metal bracket projecting from the wall of the building;
 - c. Shall be located within two (2) feet of the centerline of the building;
 - d. May have direct external illumination be internally lit;
 - e. May be made of wood, metal alucobond, reinforced canvas or polyurethane foam; and
 - f. If the structure has a secondary entrance to a separate business or dwelling within the principle structure, one (1) additional projecting sign shall be allowed. Secondary signs shall not exceed one (1) square foot and shall be installed above the secondary entrance.
- (5) Awning signs. Signs on awnings shall be a maximum size of fifty (50) square feet and may be illuminated indirectly.
- (6) Sandwich board signs are allowed if the business does not have a projecting sign.
- (7) Neon signs are allowed.

(q) Murals.

Murals may be applied to any structure or thoroughfare in the City. Following are specific regulations for their application:

- (1) Definition of mural: Any inscription, artwork, marking, design or lawful graffiti under this section that is marked, etched, scratched, drawn or painted on structures or on thoroughfares in the City of Paducah. Murals proposed on thoroughfares are only permitted in the H-2 Historic Neighborhood Zone.
- (2) Artwork versus signage:
 - a. Murals that do not contain any wording, symbols or graphics related to an activity, event or business may fill the entire façade.
 - b. Any portion of a mural that contains any name, identification, description, display or device which directs attention to a product, place, activity, person, institution or business or otherwise provides information to the public shall be treated as a sign for the portion

containing said name, identification, description, display or device and the artistic portion of the mural may fill the entire façade. The sign portion of the mural must follow the signage regulations for the particular zone they are located in.

- (3) Murals in the historic zones. Murals of any kind in the public right-of-way must obtain approval from the Creative & Cultural Council. Murals on private property must obtain approval from the Historic Architecture Review Commission in the H-1 Historic Commercial Zone, H-2 Historic Neighborhood Zone or the NSZ Neighborhood Services Zone.
- (4) Blatant graffiti. Graffiti applied to any surface in an unlawful way shall not be considered murals and shall be subject to any and all remedies available to the City of Paducah.
- (5) Consent and maintenance. Any person, group, corporation or business that wishes to create a mural in conformance with this chapter must obtain the property owners written consent if the person, group, corporation or business does not own the subject property. The consent between the parties shall also describe the maintenance of the mural upon creation and shall be made available to the City of Paducah upon request. Any mural that falls into disrepair shall be subject to any and all remedies available to the City of Paducah.

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

- (1) Downtown Business Zone (B-2). In addition to the signage allowed above, the following signs shall be allowed:
 - a. Sandwich board signs if the associated business does not have a projecting sign.
 - b. Projecting signs. One (1) projecting sign per building façade shall be allowed, subject to the requirements of (p) (4) above.
- (2) General Business, Highway Business, Light Industrial and Heavy Industrial Zones (B-3, HBZ, M-1, M-2, M-3). In addition to the signage allowed in subsection (o), the following signs shall be allowed:
 - a. Shopping malls larger than one hundred thousand (100,000) square feet may have one (1) freestanding sign per street frontage with a maximum of two hundred fifty (250) square feet and a maximum height of thirty (30) feet. All other shopping malls may have one (1) freestanding sign per street frontage with a maximum of seventy-five (75) square feet and a maximum height of twenty-five (25) feet. Anchor tenants of a shopping mall may utilize any exterior wall of the mall for a wall sign, provided all other regulations are followed. Malls that contain stores with exterior ingress/ egress may utilize a hanging sign as well, provided such sign does not exceed six (6) square feet.
 - b. One (1) Interstate sign for those businesses which lie within a two thousand five hundred (2,500) foot radius of the center point of an Interstate interchange overpass. This Interstate sign shall take the place of the allowed freestanding sign outlined in subsection (o) above. These businesses may have a combination of any two (2) of these signs: Interstate sign and wall signs or freestanding signs and wall sign. Interstate signs shall be subject to the following restrictions:
 - 1. Individual signs shall not exceed two hundred fifty (250) square feet.
 - 2. Ninety (90) feet in height.
 - 3. The signs sign base shall be at least ninety (90) feet from any residentially zoned property.
- (3) Advertising signs are allowed in the B-3, HBZ, M-1, M-2 and M-3 Zones along state and federal highways. Such signs shall be no larger than seven-hundred (700) square feet and must be at least one thousand (1,000) feet apart.

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

(t) *Replacement advertising signs.*

(u) *Advertising on Interstate Highways.*

(v) *Substitution clause.*

STAFF RECOMMENDATION

Based upon the positive recommendation from the Planning Commission, staff recommends the Board of Commissioners adopt the zoning text amendment contained herein.

ORDINANCE NO. _____ - ____ - _____

AN ORDINANCE AMENDING CHAPTER 126-76, SIGN REGULATIONS,
OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH
KENTUCKY

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That Section 126-76, “Sign Regulations,” of Chapter 126, Zoning of the Code of Ordinances of the City of Paducah, Kentucky, is hereby amended to read as follows:

Sec. 126-76. – Sign regulations.

- (a) *Purpose.*
- (b) *Findings.*
- (c) *Applicability and message neutrality.*
 - (1) Applicability. Any sign erected, placed, established or created that is visible from a public right-of-way, adjacent property or outdoor area of public property shall be in conformance with the standards, procedures and requirements of this chapter. All signs that are not expressly allowed by this chapter or exempt hereunder are prohibited.
 - (2) Message neutrality. This chapter regulates signs in a manner consistent with the speech freedoms of both the United States and the Kentucky Revised Statutes and is content neutral. Notwithstanding any other provision of this chapter, no sign is subject to any limitation based on its content.
 - (3) Pursuant to *City of Austin, Texas v. Regan National Advertising of Austin, LLC*; any city official may read a sign to determine whether it is on-premise or off-premise as defined under *Advertising sign* below.
- (d) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:
 - (1) Abandoned sign. A sign that:
 - (a) By reason of neglect, damage or deterioration requires repair; and
 - (b) The owner, or other party responsible for maintaining the sign, fails to undertake and complete the repairs within thirty (30) days after written notice to do so from the City.
 - (2) Advertising sign. A sign which directs attention to a business, product, service, activity or entertainment; sold or offered elsewhere than on the premises where such sign is located. ~~Such sign includes~~ signs include billboards and off-premises signs.
 - (3) Air-inflated sign. A sign which maintains shape by air pressurization.
 - (4) Animated sign. Any sign depicting action, motion, light or color changes through electrical or mechanical means.
 - (5) Area of sign.

- (a) The area of a sign shall be considered to include all lettering, wording and accompanying designs and symbols, together with the background on which they are displayed, any frame around the sign and any “cutouts” or extensions, but shall not include any supporting structure or bracing.
- (b) The area of a sign shall consist of individual letters or symbols attached to or painted on a surface, building, wall or window, and shall be considered to be that of the smallest rectangle which encompasses all elements of said sign.
- (c) The area of a sign which is other than rectangular in shape shall be determined as the area of the smallest rectangle which encompasses all elements of said sign.
- (d) The area of a sign which consists of a three-dimensional object shall be considered to be the area of the largest vertical cross-section of that object.
- (e) Only one (1) side shall be counted in computing the area of a double-faced sign.
- (6) Awning. A fabric overhead projection from a building façade intended to provide shelter from wind, sun or rain for passing pedestrians and window shoppers.
- ~~(7) Banner. Any sign of lightweight fabric, vinyl or similar material. Flags and pennants shall not be considered a banner.~~
- (8) Building marker. Any sign indicating only the name of a building, the date of construction or incidental information about its construction, which is cut into a masonry surface or made of a permanent material and permanently affixed to the building.
- (9) Campus sign. A sign which is located within a campus-style environment which consists of at least three (3) acres of real property, such as a school, college, religious institution, performance hall, convention center or other like environment as approved by the Planning Commission. Such signs may include electronic message signs.
- (10) Canopy sign. A sign that is part of, or customarily attached to; a gasoline canopy.
- (11) Directional sign. Any non-commercial sign of an instructional nature displayed for the convenience of the public.
- ~~(12) Drive thru facilities sign. See “freestanding sign”~~
- (13) Electronic message sign. A variable message sign that displays computer-generated messages or utilizes other electronic means of changing copy. These signs include, but are not limited to; displays using incandescent lamps, light emitting diodes (LEDs), liquid crystal displays (LCDs) or a flipper matrix. Electronic message signs may not change more than once every eight (8) seconds with no more than two (2) seconds of transition or animation.
- (14) Flag. Any fabric, banner or bunting containing distinctive colors, patterns or symbols; used as a symbol of a government, political subdivision, the official flag of any institution, a business or for civic purposes. Only business or trade flags are considered signs within the scope of this chapter.
- ~~(15) For sale/for rent sign (temporary). A sign which lists all or part of the premises on which the sign is located for sale or rent.~~
- (16) Freestanding sign. A sign that is permanently attached to the ground and is wholly independent of any building or other structure. The term “freestanding sign” includes, but is not limited to; any ground sign, hanging sign, landscape wall sign, drive-

thru facility sign, monument sign, multi-tenant sign, pillar sign or pole sign defined as follows:

- a. Drive-thru facility sign. An outdoor sign which is part of drive-thru or drive-in facilities. This type of sign may include, but is not limited to; a changeable point of purchase display that allows the retailer to list products and prices.
 - b. Ground sign. A freestanding sign, other than a pole sign, which is:
 - i. Supported by at least two (2) architectural support structures;
 - ii. Pedestrian scale or low to the ground; and
 - iii. Not directly in contact with the ground.
 - c. Hanging sign. A sign suspended from the underside of, or attached to the side of, posts or structures.
 - d. Landscape wall sign. A sign consisting of individual letters mounted on a screen, perimeter wall or retaining wall.
 - e. Monument sign. A sign in which the entire bottom of the sign is in contact with the ground, or which is mounted on a solid base at least two-thirds (2/3) of which is the sign face, providing a solid and continuous background for the sign from the ground to the top of the sign.
 - f. Multi-tenant sign. A sign structure designated with two (2) or more removable panels to identify the tenants in a building with more than one (1) tenant or in a development with more than one (1) building.
 - g. Pillar sign. A slender, three-dimensional freestanding vertical sign.
 - h. Pole sign. A freestanding ~~or monument~~ sign normally supported by one (1), but sometimes by more than one (1), pole and otherwise separated from the ground by air space.
- (17) Ghost sign. A sign painted on the exterior wall of a building or structure that has been weathered and faded to the extent it has lost its original brightness of color and visibility. Such signs shall be at least fifty (50) years old.
- ~~(18) Ground sign. See "freestanding sign"~~
- ~~(19) Hanging sign. See "freestanding sign"~~
- (20) Historical marker. A plaque or sign use to commemorate and visually educate the public about the people, places and events that are significant to local, state and national history.
- (21) Home occupation sign. A sign placed on a residential property for commercial purposes as approved by the Board of Adjustment.
- (22) Identification sign. A sign which indicates only the name and address of a building and/or management.
- (23) Illuminated indirectly. The use of an external light source to illuminate a sign.
- (24) Incidental sign. A sign, handbill or poster which is placed to advertise or announce a specific event, whether on or off the property said event shall take place.
- (25) Internal illumination. Internal lighting that shines through plastic or other translucent material.
- (26) Interstate system. That portion of the national system of Interstate highways and officially designated as such by the Kentucky Transportation Cabinet.

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

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

(e) *Prohibited signs.* The following signs shall be prohibited, except as otherwise ~~provide~~ provided in this chapter:

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

- (11) Any sign or sign structure determined by the City to be structurally unsafe or a hazard to safety or health by reason of inadequate maintenance, dilapidation or abandonment;
- (12) Obscene signs;
- (13) Mobile signs;
- (14) Roof signs;
- (15) Streamers, pennants and similar signs or devices, except when attached to an allowed temporary sign;
- (16) Signs that emit any noise or odor;
- (17) Freestanding signs that overhang any part of a building; ~~and~~
- (18) Abandoned signs;
- (19) Advertising signs exceeding six (6) square feet in area; and
- (20) Feather flags.

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

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

(g) *Temporary signs.*

- (1) Temporary signs generally. Except as otherwise allowed in this chapter, all temporary signs not classified as exempt signs shall:
 - a. Be allowed on private property only. Sandwich board signs may be allowed on public rights-of-way in accordance with subsection (7).
 - b. Be placed only by the property owner; or with the property owner's permission.
 - c. Not diminish public safety such as placement in a sight visibility triangle.
 - d. Not be mounted on a roof.
 - e. Not be illuminated indirectly or internally.

- 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. The same sign may not be replaced within thirty (30) days. A different sign may replace the sign in question.
- (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~~ zones.
- (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.
- (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. No more than two (2) signs ~~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~~ Such 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. One (1) such sign ~~Such signs~~ may only be placed on a sidewalk that has a minimum of eight (8) feet in width and in front of the business associated with such sign;
- 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 per parcel.

(9) Additional temporary signs are allowed on each street frontage 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. ~~Said~~ Such sign shall not exceed four (4) square feet.
- b. During times property is open to the public. One (1) additional temporary sign may be located on the property on a day when the property owner is opening the property to the public; however, the owner may not use this type of sign for more than fifteen (15) days a year. Such sign may not exceed four (4) square feet.
- c. One (1) additional temporary sign shall be allowed upon submittal of a final development application or issuance of a building permit and shall terminate upon the issuance of any certificate of occupancy or for approval to connect to electric power for the work authorized by the building permit. Such sign shall not exceed four (4) square feet.

(h) *Permit requirements.*

- (1) No sign regulated by this chapter shall be displayed, erected, relocated or altered unless all necessary permits have been issued by the City of Paducah. Applicants shall submit an application to the Fire Prevention Division before any permit may be issued.
- (2) Applicants shall obtain ~~a Certificate of Appropriateness~~ approval from the Historic and Architectural Review Commission (HARC) for signage proposed within the H-1, ~~and~~ H-2 and NSZ Zones.
- (3) Signs shall only be erected or constructed in compliance with the approved permit.

- (4) Applicants shall obtain permits, including electrical permits.
- (5) Signs allowed pertaining to a legal, nonconforming use shall be subject to the regulations of the zone in which the nonconforming use is located.

(i) *Signs exempt from permit requirements.*

(j) *Nonconforming signs.*

(k) *Illegal signs.*

All illegal signs shall be subject to immediate enforcement action. Enforcement of this section shall be carried out pursuant to Chapter 42 of the Paducah Code of Ordinances. Appeals stemming from signage enforcement shall be to the Paducah Board of Adjustment, pursuant to KRS 100.261.

(l) *General regulations.*

(1) All signs shall be constructed of approved materials and shall be designed to meet the structural requirements of the applicable building code.

(2) No sign shall be erected or maintained where by reason of its position, illumination, size, shape or color; it may obstruct, impair, obscure, interfere with the view of, or be confused with; any ~~authorized~~ traffic-control sign, signal or device.

(3) No internally illuminated sign or electronic message sign shall be allowed within fifty (50) feet of property in any residential zone.

(4) No sign shall be placed in any public right-of-way except as provided herein.

(5) Traffic visibility at intersections shall be preserved in accordance with section 126-65 of the Paducah Zoning Ordinance.

(6) No sign shall be attached to any tree, fence or utility pole except by a governmental body or agency.

(7) All signs shall be adequately maintained. Such maintenance shall include proper alignment, continued readability and preservation of the sign with paint or other preservatives. Electronic message signs shall be free of burned-out lights.

(8) All signs placed upon private property must have the written consent of the property owner or the owner's agent.

(9) The area of a freestanding sign shall not include poles, supports or other structures used solely for support and do not contain advertising of any kind. Message boards are allowed as accessory signs on freestanding or wall signs. The area of the message board shall be included in the total allowable sign area.

(10) Interior electronic message signs that change not more than once every thirty (30) seconds shall be allowed in the B-1, B-2, B-3, HBZ, HM, M-1, M-2 and M-3 Zones. Such signs shall be no larger than thirty (30) percent of the window.

(11) Interior electronic signs that change not more than once every thirty (30) seconds shall be allowed in the B-2-T and H-1 Zones. Such signs shall be no larger than four (4) square feet. Only one (1) such sign shall be allowed per structure.

(12) Advertising signs shall follow the performance standards for the underlying zone and will be counted toward the total number of signs and cumulative square footage for all signs for the lot thereon.

(13) Directional signs indicating an entrance, exit or location of parking shall be permitted provided such signs do not exceed four (4) square feet in area for each sign and the height

shall not exceed thirty (30) inches above grade. There shall be no more than four (4) directional signs per lot.

(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)*

- (1) Single-family and two-family dwellings: One (1) building marker not exceeding one (1) square foot for each single-family residence or each side of a two-family structure.
 - a. Every parcel shall be entitled to two (2) signs not exceeding thirty-six (36) square inches to be placed in any of the following locations:
 1. On the front of every building, residence or structure;
 2. On each side of an authorized U.S. Postal Service mailbox; and
 3. On one (1) post which measures no more than forty-eight (48) inches in height and four (4) inches in width.
- (2) Multi-family dwellings:
 - a. One (1) freestanding sign that shall not exceed thirty-two (32) square feet, ~~and~~ eight (8) feet in height and shall have a front yard setback of ~~twenty (20)~~ ten (10) feet;
 - b. One (1) wall sign that shall not exceed twelve (12) square feet.
- (3) Incidental signs which shall not exceed two (2) square feet.
- (4) Home occupation - One (1) wall sign not exceeding one (1) square foot.
- (5) Subdivision - One (1) subdivision monument sign per entrance into a residential subdivision not to exceed thirty-two (32) square feet, ~~and~~ eight (8) feet in height and - ~~Said sign~~ shall have a setback of 10 (ten) feet ~~from the traveled portion of the public way.~~
- (6) Buildings used for religious or educational activities and cemeteries:
 - a. One (1) freestanding sign that shall not exceed thirty-two (32) square feet, ~~and~~ eight (8) feet in height and - ~~Said sign~~ shall have a front yard setback of ten (10) feet;
 - b. One (1) wall sign that shall not exceed twelve (12) square feet;
 - c. One (1) message board that shall not exceed ~~twelve (12)~~ thirty-two (32) square feet and eight (8) feet in height; Such sign may be an electronic message sign, subject to the following:
 1. Be at least one hundred fifty (150) feet away from any residential dwelling or a mixed-use dwelling with a residential component.
 2. Such sign must decrease in brightness or intensity by at least thirty (30) percent during the hours between 9 p.m. and 6 a.m.
 3. A message board may be located on a freestanding sign. However, the total height of the message board and freestanding sign may not exceed eight (8) feet in height.
 - d. Incidental signs which shall not exceed two (2) square feet.
- (7) Principally or conditionally permitted commercial uses in the R-4, NSZ, NCCZ and MU Zones:
 - a. One (1) freestanding sign that shall not exceed thirty-two (32) square feet, ~~and~~ eight (8) feet in height and shall have a front yard setback of ten (10) feet.
 - b. Wall signs shall be allowed for each tenant or lessee. Such signs shall not exceed twenty (20) percent of the face of the structure or each individual tenant or lessee space.
- (8) No electronic message sign or electronic message boards shall be allowed in any residential zone, except for the Mixed-Use Zone, wherein ~~an~~ one (1) electronic message sign or board per parcel may be allowed fifty (50) feet from any residential structure or

mixed-use structure with a residential component. Such signs shall not exceed thirty-two (32) square feet.

- (9) If a proposed sign is larger than allowed within adopted covenants in the MU Zone, it shall be referred to the Planning Commission as part of an ~~amendment to a development plan~~ Amendment to a Development Plan.

(o) *Professional commercial and industrial zones (B-1, B-2, B-3, HBZ, M-1, M-2, M-3, HM, POP 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) 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~~ may be added to such signs provided the total square footage does not exceed seventy-five (75) square feet and twenty-five (25) 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 in height.~~
- (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 Such 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 any ingress/ egress door.
- (12) Neon signs are allowed.

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

- (1) Wall signs. One (1) wall sign per building façade shall be allowed, provided that such signs shall be constructed so that each letter runs parallel to the street upon which the business abuts, shall be affixed to the exterior wall of the building and shall not protrude from the wall a distance of more than eighteen (18) inches. Wall signs shall be a maximum size of fifty (50) square feet. Building facades with more than fifty (50) feet of street frontage are allowed a maximum sign area of one and one-half (1.5) square feet per linear foot of street frontage subject to a one hundred (100) square foot maximum.
 - a. Internal illumination shall be allowed only when the letters themselves are lit and not the background in the B-2-T Zone.
 - b. Wall signs may be illuminated indirectly in the H-1 and H-2 Zones.
- (2) Freestanding signs shall not exceed twelve (12) square feet.
- (3) All signs in the H-1 and H-2 Zones shall be subject to the requirements of section 126-115 (c) and (g).
- (4) Projecting signs. One (1) projecting sign per building façade on a street frontage shall be allowed, provided that such sign may project from a building no more than four (4) feet horizontally and have a maximum area of six (6) square feet.
 - a. The projecting sign shall start no more than six (6) inches from the exterior wall of the building;
 - b. Shall be mounted by a metal bracket projecting from the wall of the building;
 - c. Shall be located within two (2) feet of the centerline of the building;
 - d. May ~~have direct external illumination~~ be internally lit;
 - e. May be made of wood, metal alucobond, reinforced canvas or polyurethane foam; and
 - f. If the structure has a secondary entrance to a separate business or dwelling within the principle structure, one (1) additional projecting sign shall be allowed. Secondary signs shall not exceed one (1) square foot and shall be installed above the secondary entrance.
- (5) Awning signs. Signs on awnings shall be a maximum size of fifty (50) square feet and may be illuminated indirectly.
- (6) Sandwich board signs are allowed if the business does not have a projecting sign.
- (7) Neon signs are allowed.

(q) Murals.

Murals may be applied to any structure or thoroughfare in the City. Following are specific regulations for their application:

- (1) Definition of mural: Any inscription, artwork, marking, design or lawful graffiti under this section that is marked, etched, scratched, drawn or painted on structures or on thoroughfares in the City of Paducah. Murals proposed on thoroughfares are only permitted in the H-2 Historic Neighborhood Zone.
- (2) Artwork versus signage:
 - a. Murals that do not contain any wording, symbols or graphics related to an activity, event or business may fill the entire façade.

- b. Any portion of a mural that contains any name, identification, description, display or device which directs attention to a product, place, activity, person, institution or business or otherwise provides information to the public shall be treated as a sign for the portion containing said name, identification, description, display or device and the artistic portion of the mural may fill the entire façade. The sign portion of the mural must follow the signage regulations for the particular zone they are located in.
- (3) Murals in the historic zones. Murals of any kind in the public right-of-way must obtain approval from the Creative & Cultural Council. Murals on private property must obtain approval from the Historic Architecture Review Commission in the H-1 Historic Commercial Zone, H-2 Historic Neighborhood Zone or the NSZ Neighborhood Services Zone.
- (4) Blatant graffiti. Graffiti applied to any surface in an unlawful way shall not be considered murals and shall be subject to any and all remedies available to the City of Paducah.
- (5) Consent and maintenance. Any person, group, corporation or business that wishes to create a mural in conformance with this chapter must obtain the property owners written consent if the person, group, corporation or business does not own the subject property. The consent between the parties shall also describe the maintenance of the mural upon creation and shall be made available to the City of Paducah upon request. Any mural that falls into disrepair shall be subject to any and all remedies available to the City of Paducah.
- (r) *Additional signage allowed in specific commercial and industrial zones.*
 - (1) Downtown Business Zone (B-2). In addition to the signage allowed above, the following signs shall be allowed:
 - a. Sandwich board signs if the associated business does not have a projecting sign.
 - b. Projecting signs. One (1) projecting sign per building façade shall be allowed, subject to the requirements of (p) (4) above.
 - (2) General Business, Highway Business, Light Industrial and Heavy Industrial Zones (B-3, HBZ, M-1, M-2, M-3). In addition to the signage allowed in subsection (o), the following signs shall be allowed:
 - a. Shopping malls larger than one hundred thousand (100,000) square feet may have one (1) freestanding sign per street frontage with a maximum of two hundred fifty (250) square feet and a maximum height of thirty (30) feet. All other shopping malls may have one (1) freestanding sign per street frontage with a maximum of seventy-five (75) square feet and a maximum height of twenty-five (25) feet. Anchor tenants of a shopping mall may utilize any exterior wall of the mall for a wall sign, provided all other regulations are followed. Malls that contain stores with exterior ingress/ egress may utilize a hanging sign as well, provided such sign does not exceed six (6) square feet.
 - b. One (1) Interstate sign for those businesses which lie within a two thousand five hundred (2,500) foot radius of the center point of an Interstate interchange overpass. This Interstate sign shall take the place of the allowed freestanding sign outlined in subsection (o) above. These businesses may have a combination of any two (2) of these signs: Interstate sign and wall signs or freestanding signs and wall sign. Interstate signs shall be subject to the following restrictions:

1. Individual signs shall not exceed two hundred fifty (250) square feet.
 2. Ninety (90) feet in height.
 3. The ~~signs~~ sign base shall be at least ninety (90) feet from any residentially zoned property.
- (3) Advertising signs are allowed in the B-3, HBZ, M-1, M-2 and M-3 Zones along state and federal highways. Such signs shall be no larger than seven-hundred (700) square feet and must be at least one thousand (1,000) feet apart.

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

(t) *Replacement advertising signs.*

(u) *Advertising on Interstate Highways.*

(v) *Substitution clause.*

2. Within 500 feet of the centerline of U.S. 62/Alben Barkley Drive from the intersection of U.S. 62 and Olivet Church Road to the intersection of U.S. 62 and U.S. 45.
- g. No replacement advertising signs shall be constructed within an area of 300 feet from a place of worship or residence. Measurements shall be made from the outermost portion of the advertising sign and the place of worship or residence structure.
- (s) Signs constituting a nuisance—Abatement.
- (1) The following signs shall constitute a nuisance:
 - a. A sign in a dilapidated or unsafe condition or in a condition of disrepair.
 - b. A business sign which has not advertised an actual bona fide business conducted or product sold on the premises for a period of one year.
 - c. An advertising sign which advertises a business or a product which is no longer in existence or being sold.
 - d. A sign which remains in place following the period of time within which the sign was to have been removed.
 - e. A sign which is in nonconformance with the provisions as set forth in this chapter.
 - f. An electronic message sign which fails to meet the requirements as set forth in this chapter.
 - (2) Enforcement of this section shall be carried out pursuant to Chapter 42 of the Paducah Code of Ordinances.
 - (3) Appeals stemming from signage enforcement shall be to the Paducah Board of Adjustment, pursuant to KRS 100.261.

SECTION 2. That if any section, paragraph or provision of this Ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of

such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this Ordinance to make each and every section, paragraph, an provision hereof separable from all other sections, paragraphs and provisions.

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

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

\ord\plan\126-76 Sign Regulations

A RESOLUTION CONSTITUTING THE FINAL REPORT OF THE PADUCAH PLANNING COMMISSION ON THE PROPOSED ZONING TEXT AMENDMENT OF SECTION 126-76 SIGN REGULATIONS 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 KRS100.211, and

WHEREAS, a public hearing was held on November 6, 2023 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 Section 126-76 Sign Regulations of the City of Paducah Zoning Ordinance.

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. 126-76. – Sign regulations.

(a) *Purpose.*

(b) *Findings.*

(c) *Applicability and message neutrality.*

(1) **Applicability.** Any sign erected, placed, established or created that is visible from a public right-of-way, adjacent property or outdoor area of public property shall be in conformance with the standards, procedures and requirements of this chapter. All signs that are not expressly allowed by this chapter or exempt hereunder are prohibited.

(2) **Message neutrality.** This chapter regulates signs in a manner consistent with the speech freedoms of both the United States and the Kentucky Revised Statutes and is content neutral. Notwithstanding any other provision of this chapter, no sign is subject to any limitation based on its content.

(3) Pursuant to *City of Austin, Texas v. Regan National Advertising of Austin, LLC*: any city official may read a sign to determine whether it is on-premise or off-premise as defined under *Advertising sign* below.

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

(1) **Abandoned sign.** A sign that:

(a) By reason of neglect, damage or deterioration requires repair; and

(b) The owner, or other party responsible for maintaining the sign, fails to undertake and complete the repairs within thirty (30) days after written notice to do so from the City.

(2) **Advertising sign.** A sign which directs attention to a business, product, service, activity or entertainment; sold or offered elsewhere than on the premises where such sign is located. Such ~~sign includes~~ signs include billboards and off-premises signs.

(3) **Air-inflated sign.** A sign which maintains shape by air pressurization.

(4) **Animated sign.** Any sign depicting action, motion, light or color changes through electrical or mechanical means.

(5) **Area of sign.**

(a) The area of a sign shall be considered to include all lettering, wording and accompanying designs and symbols, together with the background on which they are displayed, any frame around the sign and any “cutouts” or extensions, but shall not include any supporting structure or bracing.

(b) The area of a sign shall consist of individual letters or symbols attached to or painted on a surface, building, wall or window; and shall be considered to be that of the smallest rectangle which encompasses all elements of said sign.

(c) The area of a sign which is other than rectangular in shape shall be determined as the area of the smallest rectangle which encompasses all elements of said sign.

- (d) The area of a sign which consists of a three-dimensional object shall be considered to be the area of the largest vertical cross-section of that object.
- (e) Only one (1) side shall be counted in computing the area of a double-faced sign.
- (6) Awning. A fabric overhead projection from a building façade intended to provide shelter from wind, sun or rain for passing pedestrians and window shoppers.
- ~~(7) Banner. Any sign of lightweight fabric, vinyl or similar material. **Flags and pennants shall not be considered a banner.**~~
- (8) Building marker. Any sign indicating only the name of a building, the date of construction or incidental information about its construction, which is cut into a masonry surface or made of a permanent material and permanently affixed to the building.
- (9) Campus sign. A sign which is located within a campus-style environment which consists of at least three (3) acres of real property, such as a school, college, religious institution, performance hall, convention center or other like environment as approved by the Planning Commission. Such signs may include electronic message signs.
- (10) Canopy sign. A sign that is part of, or customarily attached to; a gasoline canopy.
- (11) Directional sign. Any non-commercial sign of an instructional nature displayed for the convenience of the public.
- ~~(12) ——— Drive-thru facilities sign. See “freestanding sign”~~
- (13) Electronic message sign. A variable message sign that displays computer-generated messages or utilizes other electronic means of changing copy. These signs include, but are not limited to; displays using incandescent lamps, light emitting diodes (LEDs), liquid crystal displays (LCDs) or a flipper matrix. **Electronic message signs may not change more than once every eight (8) seconds with no more than two (2) seconds of transition or animation.**
- (14) Flag. Any fabric, banner or bunting containing distinctive colors, patterns or symbols; used as a symbol of a government, political subdivision, the official flag of any institution, a business or for civic purposes. Only business or trade flags are considered signs within the scope of this chapter.
- ~~(15) ——— For sale/for rent sign (temporary). A sign which lists all or part of the premises on which the sign is located for sale or rent.~~
- (16) Freestanding sign. A sign that is permanently attached to the ground and is wholly independent of any building or other structure. The term “freestanding sign” includes, but is not limited to; any ground sign, hanging sign, landscape wall sign, drive-thru facility sign, monument sign, multi-tenant sign, pillar sign or pole sign defined as follows:
 - a. Drive-thru facility sign. An outdoor sign which is part of drive-thru or drive-in facilities. This type of sign may include, but is not limited to; a changeable point of purchase display that allows the retailer to list products and prices.
 - b. Ground sign. A freestanding sign, other than a pole sign, which is:
 - i. Supported by at least two (2) architectural support structures;
 - ii. Pedestrian scale or low to the ground; and
 - iii. Not directly in contact with the ground.
 - c. Hanging sign. A sign suspended from the underside of, or attached to the side of, posts or structures.
 - d. Landscape wall sign. A sign consisting of individual letters mounted on a screen, perimeter wall or retaining wall.
 - e. Monument sign. A sign in which the entire bottom of the sign is in contact with the ground, or which is mounted on a solid base at least two-thirds (2/3) of which is the sign face, providing a solid and continuous background for the sign from the ground to the top of the sign.
 - f. Multi-tenant sign. A sign structure designated with two (2) or more removable panels to identify the tenants in a building with more than one (1) tenant or in a development with more than one (1) building.
 - g. Pillar sign. A slender, three-dimensional freestanding vertical sign.
 - h. Pole sign. A freestanding ~~or monument~~ sign normally supported by one (1), but sometimes by more than one (1), pole and otherwise separated from the ground by air space.
- (17) Ghost sign. A sign painted on the exterior wall of a building or structure that has been weathered and faded to the extent it has lost its original brightness of color and visibility. Such signs shall be at least fifty (50) years old.
- ~~(18) ——— Ground sign. See “freestanding sign”~~

- ~~(19) Hanging sign. See “freestanding sign”~~
- (20) Historical marker. A plaque or sign use to commemorate and visually educate the public about the people, places and events that are significant to local, state and national history.
- (21) Home occupation sign. A sign placed on a residential property for commercial purposes as approved by the Board of Adjustment.
- (22) Identification sign. A sign which indicates only the name and address of a building and/or management.
- (23) Illuminated indirectly. The use of an external light source to illuminate a sign.
- (24) Incidental sign. A sign, handbill or poster which is placed to advertise or announce a specific event, whether on or off the property said event shall take place.
- (25) Internal illumination. Internal lighting that shines through plastic or other translucent material.
- (26) Interstate system. That portion of the national system of Interstate highways and officially designated as such by the Kentucky Transportation Cabinet.
- ~~(27) Landscaping wall sign. See “freestanding sign”~~
- (28) Message board. A permanent sign used to convey information by means of changeable lettering or graphics, including electronic message boards.
- ~~(29) Monument sign. See “freestanding sign”.~~
- ~~(30) Multi-tenant sign. See “freestanding sign”.~~
- (31) Mobile sign. A sign which is affixed to a frame having wheels and capable of being carried, attached to a vehicle or otherwise portable, and designed to stand free from a building or other structure. Signs designed to be affixed to the surface of real estate shall be deemed freestanding signs and not mobile signs, but the mere removal of wheels or temporary securing of a sign to the surface of real estate shall not prevent it being a mobile sign within this definition.
- (32) Neon sign. A sign with exposed neon lighting or a sign with neon lighted ~~material~~ transparent material.
- (33) Projecting sign. A sign attached directly to the wall of a building or other structure and extends in a perpendicular direction outward.
- (34) Obsolete sign. Any sign remaining after a building, structure or premise is vacated for a six-month period of time.
- (35) Pennant. Any light material such as plastic or fabric, suspended from rope, wire or string, usually in series, designed to move in the wind.
- ~~(36) Pole banner. A sign made out of cloth, fabric or other lightweight material, with only such material for backing, and designed for hanging from light poles, light posts or other structures.~~
- ~~(37) Pole sign. See “freestanding sign”.~~
- ~~(38) Pillar sign. See “freestanding sign”.~~
- ~~(39) Political sign. See “temporary sign”~~
- (40) Roof sign. A sign attached to the part of a building considered to be the roof, the roof being that part of a building that protects the interior portion of said building. Signs on the mansard of a roof are permissible, but shall not project above the roofline.
- (41) Sign. Any device, object, display, or part thereof, used to advertise, identify, display or attract attention to an object, person, institution, organization, business, product, service, event or location by any means; including words, letters, figures, design, symbols, fixtures, colors, illumination or projected image.
- (42) Sign face. The area or display surface used for the sign contents.
- (43) Sign height. The vertical distance to the highest point of a sign structure, as measured from the average grade at the base of the structure.
- (44) Sight visibility triangle. The area formed by the intersection of a public street, a driveway and a line connecting a point on the right-of-way.
- (45) Spotlight/beacon. Any light with one (1) or more beams directed into the atmosphere or directed at one (1) or more points not on the same lot as the light source; also, any light with one (1) or more beams that rotate or move.
- (46) Strobe light. Intermittently flashing spotlight.
- (47) Streamer. A sign made of a string of ribbons, tinsel, pennants or similar devices.
- (48) Subdivision monument sign. A monument sign located at an entrance of a subdivision and is associated with the identification of the subdivision.

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

(e) *Prohibited signs.* The following signs shall be prohibited, except as otherwise ~~provide~~ provided in this chapter:

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

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

- Government signs that are placed by government officers in the performance of their professional/elected duties.
- Temporary or permanent signs erected by public utility or construction companies in the performance of their professional duties.
- Vehicle signage when painted directly on a vehicle or attached magnetically.
- Temporary signage as defined in subsection (g).

- (5) Historical markers;
- (6) Government flags;
- (7) Signs carried by a person;
- (8) ~~Warning signs placed on private property and are a maximum of three (3) square feet~~ One warning sign per street frontage with a maximum area of three (3) square feet;
- (9) Window signs which obscure a maximum of twenty-five (25) percent of transparent or translucent surfaces;
- (10) Signs preempted from regulation by state or federal law;
- (11) Identification signs; and
- (12) Ghost signs.

(g) *Temporary signs.*

- (1) Temporary signs generally. Except as otherwise allowed in this chapter, all temporary signs not classified as exempt signs shall:
 - a. Be allowed on private property only. Sandwich board signs may be allowed on public rights-of-way in accordance with subsection (7).
 - b. Be placed only by the property owner, or with the property owner's permission.
 - c. Not diminish public safety such as placement in a sight visibility triangle.
 - d. Not be mounted on a roof.
 - e. Not be illuminated indirectly or internally.
 - 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. The same sign may not be replaced within thirty (30) days. A different sign may replace the sign in question.
- (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~~ zones.
- (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.
- (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 ~~fabrie, 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. No more than two (2) signs 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 Such 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. One (1) such sign ~~Such signs~~ may only be placed on a sidewalk that has a minimum of eight (8) feet in width and in front of the business associated with such sign;
- 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 per parcel.

(9) Additional temporary signs are allowed on each street frontage 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. Said Such sign shall not exceed four (4) square feet.
- b. During times property is open to the public. One (1) additional temporary sign may be located on the property on a day when the property owner is opening the property to the public; however, the owner may not use this type of sign for more than fifteen (15) days a year. Such sign may not exceed four (4) square feet.
- c. One (1) additional temporary sign shall be allowed upon submittal of a final development application or issuance of a building permit and shall terminate upon the issuance of any certificate of occupancy or for approval to connect to electric power for the work authorized by the building permit. Such sign shall not exceed four (4) square feet.

(h) *Permit requirements.*

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

(i) *Signs exempt from permit requirements.*

(j) *Nonconforming signs.*

(k) *Illegal signs.*

All illegal signs shall be subject to immediate enforcement action. Enforcement of this section shall be carried out pursuant to Chapter 42 of the Paducah Code of Ordinances. Appeals stemming from signage enforcement shall be to the Paducah Board of Adjustment, pursuant to KRS 100.261.

(l) *General regulations.*

- (1) All signs shall be constructed of approved materials and shall be designed to meet the structural requirements of the applicable building code.

- (2) No sign shall be erected or maintained where by reason of its position, illumination, size, shape or color; it may obstruct, impair, obscure, interfere with the view of, or be confused with; any ~~authorized~~ traffic-control sign, signal or device.
- (3) No internally illuminated sign or electronic message sign shall be allowed within fifty (50) feet of property in any residential zone.
- (4) No sign shall be placed in any public right-of-way except as provided herein.
- (5) Traffic visibility at intersections shall be preserved in accordance with section 126-65 of the Paducah Zoning Ordinance.
- (6) No sign shall be attached to any tree, fence or utility pole except by a governmental body or agency.
- (7) All signs shall be adequately maintained. Such maintenance shall include proper alignment, continued readability and preservation of the sign with paint or other preservatives. Electronic message signs shall be free of burned-out lights.
- (8) All signs placed upon private property must have the written consent of the property owner or the owner's agent.
- (9) The area of a freestanding sign shall not include poles, supports or other structures used solely for support and do not contain advertising of any kind. Message boards are allowed as accessory signs on freestanding or wall signs. The area of the message board shall be included in the total allowable sign area.
- (10) Interior electronic message signs that change not more than once every thirty (30) seconds shall be allowed in the B-1, B-2, B-3, HBZ, HM, M-1, M-2 and M-3 Zones. Such signs shall be no larger than thirty (30) percent of the window.
- (11) Interior electronic signs that change not more than once every thirty (30) seconds shall be allowed in the B-2-T and H-1 Zones. Such signs shall be no larger than four (4) square feet. Only one (1) such sign shall be allowed per structure.
- (12) Advertising signs shall follow the performance standards for the underlying zone and will be counted toward the total number of signs and cumulative square footage for all signs for the lot thereon.
- (13) Directional signs indicating an entrance, exit or location of parking shall be permitted provided such signs do not exceed four (4) square feet in area for each sign and the height shall not exceed thirty (30) inches above grade. There shall be no more than four (4) directional signs per lot.

(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)

- (1) Single-family and two-family dwellings: One (1) building marker not exceeding one (1) square foot for each single-family residence or each side of a two-family structure.
 - a. Every parcel shall be entitled to two (2) signs not exceeding thirty-six (36) square inches to be placed in any of the following locations:
 1. On the front of every building, residence or structure;
 2. On each side of an authorized U.S. Postal Service mailbox; and
 3. On one (1) post which measures no more than forty-eight (48) inches in height and four (4) inches in width.
- (2) Multi-family dwellings:
 - a. One (1) freestanding sign that shall not exceed thirty-two (32) square feet, ~~and~~ eight (8) feet in height and shall have a front yard setback of ~~twenty-(20) ten (10) feet~~;
 - b. One (1) wall sign that shall not exceed twelve (12) square feet.
- (3) Incidental signs which shall not exceed two (2) square feet.
- (4) Home occupation - One (1) wall sign not exceeding one (1) square foot.
- (5) Subdivision - One (1) subdivision monument sign per entrance into a residential subdivision not to exceed thirty-two (32) square feet, ~~and~~ eight (8) feet in height ~~and~~ ~~—Said sign shall have a setback of 10 (ten) feet from the traveled portion of the public way.~~
- (6) Buildings used for religious or educational activities and cemeteries:
 - a. One (1) freestanding sign that shall not exceed thirty-two (32) square feet, ~~and~~ eight (8) feet in height ~~and~~ ~~—Said sign shall have a front yard setback of ten (10) feet~~;
 - b. One (1) wall sign that shall not exceed twelve (12) square feet;
 - c. One (1) message board that shall not exceed ~~twelve-(12) thirty-two (32)~~ square feet and eight (8) feet in height; Such sign may be an electronic message sign, subject to the following:
 1. Be at least one hundred fifty (150) feet away from any residential dwelling or a mixed-use dwelling with a residential component.
 2. Such sign must decrease in brightness or intensity by at least thirty (30) percent during the hours between 9 p.m. and 6 a.m.

3. A message board may be located on a freestanding sign. However, the total height of the message board and freestanding sign may not exceed eight (8) feet in height.

d. Incidental signs which shall not exceed two (2) square feet.

(7) Principally or conditionally permitted commercial uses in the R-4, NSZ, NCCZ and MU Zones:

a. One (1) freestanding sign that shall not exceed thirty-two (32) square feet, ~~and~~ eight (8) feet in height and shall have a front yard setback of ten (10) feet.

b. Wall signs shall be allowed for each tenant or lessee. Such signs shall not exceed twenty (20) percent of the face of the structure or each individual tenant or lessee space.

(8) No electronic message sign or electronic message boards shall be allowed in any residential zone, except for the Mixed-Use Zone, wherein ~~an~~ one (1) electronic message sign or board per parcel may be allowed fifty (50) feet from any residential structure or mixed-use structure with a residential component. Such signs shall not exceed thirty-two (32) square feet.

(9) If a proposed sign is larger than allowed within adopted covenants in the MU Zone, it shall be referred to the Planning Commission as part of an ~~amendment to a development plan~~ Amendment to a Development Plan.

(o) *Professional commercial and industrial zones (B-1, B-2, B-3, HBZ, M-1, M-2, M-3, HM, POP 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) 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~~ may be added to such signs provided the total square footage does not exceed seventy-five (75) square feet and twenty-five (25) 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 in height.

(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~~ Such 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 any ingress/ egress door.

(12) Neon signs are allowed.

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

- (1) Wall signs. One (1) wall sign per building façade shall be allowed, provided that such signs shall be constructed so that each letter runs parallel to the street upon which the business abuts, shall be affixed to the exterior wall of the building and shall not protrude from the wall a distance of more than eighteen (18) inches. Wall signs shall be a maximum size of fifty (50) square feet. Building facades with more than fifty (50) feet of street frontage are allowed a maximum sign area of one and one-half (1.5) square feet per linear foot of street frontage subject to a one hundred (100) square foot maximum.
 - a. Internal illumination shall be allowed only when the letters themselves are lit and not the background in the B-2-T Zone.
 - b. Wall signs may be illuminated indirectly in the H-1 and H-2 Zones.
- (2) Freestanding signs shall not exceed twelve (12) square feet.
- (3) All signs in the H-1 and H-2 Zones shall be subject to the requirements of section 126-115 (c) and (g).
- (4) Projecting signs. One (1) projecting sign per building façade on a street frontage shall be allowed, provided that such sign may project from a building no more than four (4) feet horizontally and have a maximum area of six (6) square feet.
 - a. The projecting sign shall start no more than six (6) inches from the exterior wall of the building;
 - b. Shall be mounted by a metal bracket projecting from the wall of the building;
 - c. Shall be located within two (2) feet of the centerline of the building;
 - d. May ~~have direct external illumination~~ be internally lit;
 - e. May be made of wood, metal alucobond, reinforced canvas or polyurethane foam; and
 - f. If the structure has a secondary entrance to a separate business or dwelling within the principle structure, one (1) additional projecting sign shall be allowed. Secondary signs shall not exceed one (1) square foot and shall be installed above the secondary entrance.
- (5) Awning signs. Signs on awnings shall be a maximum size of fifty (50) square feet and may be illuminated indirectly.
- (6) Sandwich board signs are allowed if the business does not have a projecting sign.
- (7) Neon signs are allowed.

(q) Murals.

Murals may be applied to any structure or thoroughfare in the City. Following are specific regulations for their application:

- (1) Definition of mural: Any inscription, artwork, marking, design or lawful graffiti under this section that is marked, etched, scratched, drawn or painted on structures or on thoroughfares in the City of Paducah. Murals proposed on thoroughfares are only permitted in the H-2 Historic Neighborhood Zone.
- (2) Artwork versus signage:
 - a. Murals that do not contain any wording, symbols or graphics related to an activity, event or business may fill the entire façade.
 - b. Any portion of a mural that contains any name, identification, description, display or device which directs attention to a product, place, activity, person, institution or business or otherwise provides information to the public shall be treated as a sign for the portion containing said name, identification, description, display or device and the artistic portion of the mural may fill the entire façade. The sign portion of the mural must follow the signage regulations for the particular zone they are located in.
- (3) Murals in the historic zones. Murals of any kind in the public right-of-way must obtain approval from the Creative & Cultural Council. Murals on private property must obtain approval from the Historic Architecture Review Commission in the H-1 Historic Commercial Zone, H-2 Historic Neighborhood Zone or the NSZ Neighborhood Services Zone.
- (4) Blatant graffiti. Graffiti applied to any surface in an unlawful way shall not be considered murals and shall be subject to any and all remedies available to the City of Paducah.
- (5) Consent and maintenance. Any person, group, corporation or business that wishes to create a mural in conformance with this chapter must obtain the property owners written consent if the person, group, corporation or business does not own the subject property. The consent between the parties shall also describe the maintenance of the mural upon creation and shall be made available to the City of Paducah upon request. Any mural that falls into disrepair shall be subject to any and all remedies available to the City of Paducah.

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

- (1) Downtown Business Zone (B-2). In addition to the signage allowed above, the following signs shall be allowed:

- a. Sandwich board signs if the associated business does not have a projecting sign.
 - b. Projecting signs. One (1) projecting sign per building façade shall be allowed, subject to the requirements of (p) (4) above.
- (2) General Business, Highway Business, Light Industrial and Heavy Industrial Zones (B-3, HBZ, M-1, M-2, M-3). In addition to the signage allowed in subsection (o), the following signs shall be allowed:
- a. Shopping malls larger than one hundred thousand (100,000) square feet may have one (1) freestanding sign per street frontage with a maximum of two hundred fifty (250) square feet and a maximum height of thirty (30) feet. All other shopping malls may have one (1) freestanding sign per street frontage with a maximum of seventy-five (75) square feet and a maximum height of twenty-five (25) feet. Anchor tenants of a shopping mall may utilize any exterior wall of the mall for a wall sign, provided all other regulations are followed. Malls that contain stores with exterior ingress/ egress may utilize a hanging sign as well, provided such sign does not exceed six (6) square feet.
 - b. One (1) Interstate sign for those businesses which lie within a two thousand five hundred (2,500) foot radius of the center point of an Interstate interchange overpass. This Interstate sign shall take the place of the allowed freestanding sign outlined in subsection (o) above. These businesses may have a combination of any two (2) of these signs: Interstate sign and wall signs or freestanding signs and wall sign. Interstate signs shall be subject to the following restrictions:
 - 1. Individual signs shall not exceed two hundred fifty (250) square feet.
 - 2. Ninety (90) feet in height.
 - 3. The signs sign base shall be at least ninety (90) feet from any residentially zoned property.
- (3) Advertising signs are allowed in the B-3, HBZ, M-1, M-2 and M-3 Zones along state and federal highways. Such signs shall be no larger than seven-hundred (700) square feet and must be at least one thousand (1,000) feet apart.

- (s) *Planned Unit Development (PUD).*
- (t) *Replacement advertising signs.*
- (u) *Advertising on Interstate Highways.*
- (v) *Substitution clause.*

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.


Bob Wade, Chairman

Adopted by the Paducah Planning Commission on November 6, 2023

Agenda Action Form

Paducah City Commission

Meeting Date: November 28, 2023

Short Title: Approve a Telecommunications Franchise Agreement with Ritter Communications - **L. PARISH**

Category: Ordinance

Staff Work By: Lindsay Parish,
Michelle Smolen
Presentation By: Lindsay Parish

Background Information: This ordinance approves a ten (10) year telecommunications agreement with Ritter Communications.

Chapter 108 "Telecommunications" of the Code of Ordinances, was repealed and replaced on August 9, 2022, and created a ten (10) year, non-exclusive franchise for a telecommunications system within the confines of Paducah. On October 21, 2022, the City offered at bid a non-exclusive telecommunications franchise pursuant to Chapter 108 "Telecommunications." Ritter Communications submitted a bid on November 11, 2022. Additional information was required of Ritter Communications, which they provided to the City on October 16th. Staff is recommending that the City enter into a non-exclusive telecommunications franchise agreement with Ritter Communications.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD Telecommunications Ritter Communications 2023
2. Paducah franchise signed Ritter Communications

ORDINANCE 2023-12-_____

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE FOR A TERM OF TEN (10) YEARS FOR A TELECOMMUNICATIONS SYSTEM WITHIN THE CONFINES OF THE CITY OF PADUCAH, KENTUCKY TO RITTER COMMUNICATIONS, PURSUANT TO THE TERMS AND PROVISIONS OF CHAPTER 108 "TELECOMMUNICATIONS" OF THE CODE OF ORDINANCES, AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FRANCHISE AGREEMENT WITH RITTER COMMUNICATIONS AND ALL OTHER DOCUMENTS RELATED TO SAME

WHEREAS, by Chapter 108 "Telecommunications" of the Code of Ordinances, which was repealed and replaced on August 9, 2022, the City of Paducah, Kentucky (the "City") created a ten (10) year, non-exclusive franchise for a telecommunications system within the confines of Paducah; and

WHEREAS, on October 21, 2022, the City offered at bid a non-exclusive telecommunications franchise pursuant to Chapter 108 "Telecommunications" of the Code of Ordinances; and

WHEREAS, after publication of said advertisement, the City received a bid from E. Ritter Communications dba Ritter Communications (hereinafter "Ritter").

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

SECTION 1. Bid Acceptance. That the City of Paducah hereby accepts the bid of Ritter for a non-exclusive telecommunications franchise within the City of Paducah, said bid being in substantial compliance with bid specifications, and as contained in the bid of Ritter of November 11, 2022 and all bid addendums.

SECTION 2. Franchise Award. That a ten (10) year, non-exclusive telecommunications franchise created by Chapter 108 "Telecommunications" of the Code of Ordinances be, and it hereby is, awarded to Ritter.

SECTION 3. Authorized Signatures. The Mayor is hereby authorized, by and on behalf of the City, to execute the Franchise Agreement between the City of Paducah, Kentucky, and Ritter, in substantially the form attached hereto and made part hereof (Exhibit A), and all other documents related to same.

SECTION 4. Incorporation by Reference. That the statements set forth in the Preamble to this Ordinance are hereby incorporated in this Ordinance by reference, the same as if set forth at length herein.

SECTION 5. Severability. That if any section, paragraph or provision of this ordinance shall be found to be inoperative, ineffective or invalid for any cause, the deficiency or invalidity of such section, paragraph or provision shall not affect any other section, paragraph or provision hereof, it being the purpose and intent of this ordinance to make each and every section paragraph and provision hereof separable from all other sections, paragraphs and provisions.

SECTION 6. Open Meetings. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 7. Effective Date. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by *The Paducah Sun*, _____

ord\Telecommunications Ritter Communications 2023

Exhibit A
Franchise Agreement

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT is effective this _____ day of _____, 2023, by and between the City of Paducah, a political subdivision of the Commonwealth of Kentucky, and E. Ritter Communications, LLC dba Ritter Communications (hereinafter "Ritter Communications"), a foreign limited liability company.

WITNESSETH:

WHEREAS, on August 9, 2022, the Paducah City Commission repealed and replaced Chapter 108 "Telecommunications" of the Code of Ordinances and created a ten (10) year, non-exclusive franchise for a telecommunications system within the confines of the City of Paducah; and

WHEREAS, on October 21, 2022, the City of Paducah offered at bid a non-exclusive telecommunications franchise pursuant to Chapter 108 "Telecommunications" of the Code of Ordinances; and

WHEREAS, by Ordinance No. _____, the City of Paducah accepted the bid of Ritter Communications to acquire said franchise; and

WHEREAS, The City of Paducah and Ritter Communications have entered into this Franchise Agreement to memorialize the grant by the City of Paducah to Ritter Communications of said franchise subject to the terms and conditions reflected in Chapter 108 "Telecommunications" of the Code of Ordinances.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of which are hereby acknowledged, the City of Paducah and Ritter Communications hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:

1. Chapter 108 "Telecommunications" of the Code of Ordinances is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. Ritter Communication's bid for said franchise, Ritter Communication's application, and any addendum to said application, which are attached hereto as Exhibit "A", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Ordinance No. _____, by which the Paducah Board of Commissioners approved this Franchise Agreement, is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

4. The City of Paducah has granted unto Ritter Communications a non-exclusive franchise for a telecommunications system within the confines of the City of Paducah, for a term of ten (10) years, subject to the provisions of Chapter 108 "Telecommunications" of the Code of Ordinances.

5. The franchise memorialized in this Franchise Agreement shall commence upon the effective date of this agreement, and shall expire as provided in the terms and provisions of Chapter 108 "Telecommunications" of the Code of Ordinances.

6. Ritter Communications does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as memorialized in this Franchise Agreement, and further to faithfully perform all acts required of it pursuant to said franchise.

7. This Franchise Agreement memorializes the agreement between the parties contained and embodied in Chapter 108 "Telecommunications" of the Code of Ordinances and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto.

8. Notwithstanding any other provision in Chapter 108 "Telecommunications" of the Code of Ordinances to the contrary, the parties agree that ninety (90) days prior to any proposed construction in the City of Paducah, Ritter Communications shall submit all applicable engineering drawings and documents required to comply with Chapter 98 Article III of the City of Paducah's Code of Ordinances for review by the City of Paducah's Engineering Department. Before proceeding with any construction in the City's rights of ways, Ritter Communications shall be required to obtain written approval from the City of Paducah's Engineering Department for said proposed construction.

IN WITNESS, WHEREOF, The City of Paducah and Ritter Communications have executed this Franchise Agreement as their free and voluntary act and deed effective as of the day and year first above written.

[Signatures on following page]

City of Paducah

BY: _____
MAYOR

ATTEST:

CITY CLERK

E. Ritter Communications, LLC dba Ritter Communications

BY: Alan Morse

TITLE: CEO

STATE OF AR)

COUNTY OF Craighead)

The foregoing Franchise Agreement was subscribed, sworn to and acknowledged before
me by Alan Morse, as CEO (title), of E. Ritter

Communications, LLC dba Ritter Communications on this the 14 day of Nov. 2023.

My commission expires: 6-8-2030

Elizabeth Williams
NOTARY PUBLIC

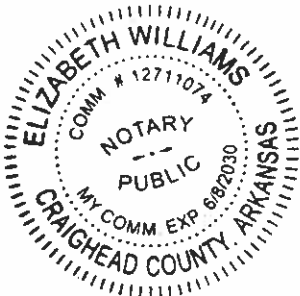


Exhibit A
Bid Application and any Addendum

Agenda Action Form

Paducah City Commission

Meeting Date: November 28, 2023

Short Title: Amend Chapter 2, Article X "Code of Ethics" of the Paducah Code of Ordinances - **L. PARISH**

Category: Ordinance

Staff Work By: Lindsay Parish, Daron Jordan,
Stefanie Wilcox

Presentation By: Lindsay Parish

Background Information: On June 13, 2023, the City Commission adopted a Resolution establishing Six Ethics Principles to Govern the Conduct of City Officials and Employees. On October 10, 2023, the City Commission adopted Municipal Order No. 2814 authorizing the Mayor to execute an agreement with the Kentucky League of Cities (KLC) for certification under the KLC Certified City of Ethics Program.

As part of the KLC Certified City of Ethics Program, the City has submitted the current Code of Ethics to KLC for review. KLC determined that the Code meets the minimum requirements of KRS 65.003, but provided specific wording from the KLC model ordinance and best practices to consider for inclusion in the City's Code. In consultation with KLC and the City's attorney, several updates are proposed for the Code of Ethics. These changes include:

- Updates to definitions, including the addition of domestic partner as a family member
- Amending dollar limits related to gifts and honoraria from \$100 to \$200.
- Updates related to Confidential Information
- Defining violation of the Ethics Code as misconduct
- New sections related to Withdrawal from Participation, Endorsements, Meeting Attendance, Social Media, E-mail & Text Messages, Incompatible Offices, Equal Employment, Conduct, and City Policies & Ordinances
- Expanding the requirement for financial interest statements to department-head-level directors
- Setting a regular meeting date for the Board of Ethics
- Updating and simplifying the process of filing complaints and the procedure for holding hearings

Following the adoption of any updates to the ordinance, KLC will provide training for Elected Officials, the Board of Ethics, and the City Leadership Team. This will qualify the City of Paducah for inclusion as a Certified City of Ethics.

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

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. Ethics Ordinance Update 2023

ORDINANCE NO. 2023-_____ - _____

**AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES
OF THE CITY OF PADUCAH AND ESTABLISHING A CODE OF ETHICAL
CONDUCT APPLICABLE TO ALL OFFICERS AND EMPLOYEES OF THE
CITY AND CITY AGENCIES**

WHEREAS, the General Assembly of the Commonwealth of Kentucky has enacted legislation requiring the city to enact and enforce a code of ethics governing the conduct of city officers and employees; and

WHEREAS, the City of Paducah adopted and enacted a Code of Ethics on December 13, 1994 by Ordinance No. 94-12-5229; and

WHEREAS, on June 13, 2023, the Board of Commissioners of the City of Paducah adopted a Resolution establishing six ethics principles to govern the conduct of the City's officials and employees; and

WHEREAS, on October 10, 2023, the Board of Commissioners adopted Municipal Order No. 2814, to authorize an agreement with the Kentucky League of Cities for Certification Under the KLC Certified City of Ethics Program; and

WHEREAS, the City of Paducah is committed to the operation of a city government that manifests the highest moral and ethical standards among its officers and employees and desires to comply with all requirements of the Commonwealth's local government ethics law; and

WHEREAS, the City, in partnership with the Kentucky League of Cities, has completed review of the current Code of Ethics and found the Code to be in compliance with KRS 65.003; and

WHEREAS, the City now wishes to make certain updates to the Code of Ethics to reflect current policy and best practices.

NOW, THEREFORE, be it ordained by the City of Paducah as follows:

SECTION 1. That Chapter 2, Article X, Code of Ethics, of the Code of Ordinances of the City of Paducah, Kentucky shall be amended as follows:

SECTION 2-741 Title of article.

This ordinance shall be known and may be cited as the "City of Paducah Code of Ethics."

SECTION 2-742 Findings.

The legislative body of the City of Paducah finds and declares that:

- (A) Public office and employment of the city are public trusts.

- (B) The vitality and stability of the government of this City depends upon the public's confidence in the integrity of its elected and appointed officers and employees. Whenever the public perceives a conflict between the private interests and public duties of a city officer or employee, that confidence is imperiled.
- (C) The government of this city has a duty to provide its citizens with standards by which they may determine whether public duties are being faithfully performed, and to make its officers and employees aware of the standards which the citizenry rightfully expects them to comply with while conducting their public duties.

SECTION 2-743. Purpose and Authority.

- (A) It is the purpose of this article to provide a method of assuring that standards of ethical conduct and financial disclosure requirements for officers and employees of the city shall be clearly established, uniform in their application, and enforceable, and to provide the officers and employees of the city with advice and information concerning potential conflicts of interest which might arise in the conduct of their public duties.
- (B) It is the further purpose of this ordinance to meet the requirements of [~~House Bill 238~~] KRS 65.003 as enacted by the 1994 Kentucky General Assembly and any amendments made subsequent to that date.
- (C) Any violation of this ordinance shall be considered "misconduct" as that term is used in KRS 83A.040(9) and may subject an elected official to the hearing process as set forth in that statute.
- (D) This ordinance is enacted under the power vested in the city by KRS 82.082 and pursuant to the requirements of KRS [~~eh.~~] 65.003.

Sec. 2-744. Definitions.

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

Board of Ethics means the City of Paducah Board of Ethics, which is created and vested by this article with the responsibility of enforcing the requirements of the City's code of ethics.

Business means any corporation, limited liability company, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, professional service corporation or any legal entity through which business is conducted for profit.

Candidate means any individual who seeks nomination or election to a city office. An individual is a candidate when the individual files a notification and declaration for nomination for office with the County Clerk or Secretary of State, or is nominated for office by a political party, or files a declaration of intent to be a write-in candidate with the County Clerk or Secretary of State.

City means the City of Paducah, Kentucky.

City business means any discussion of specific city issues that go beyond general information.

Confidential information means information obtained in the course of holding public office or employment, or as a contractor to the city, which is not available to members of the public and which the officer or employee is not authorized to disclose, except to designated individuals or bodies, including written and non-written information, including information obtained during an executive session of the legislative body. When such information is also available through channels open to the public, officers and employees are not prohibited from disclosing the availability of those channels.

Customer or client means:

1. Any person or entity which has supplied goods or services during the previous 24 months, having a total value greater than \$5,000; or
2. Any person or entity to which an officer or employee's outside employer or business has supplied goods or services during the previous 24 months, having a total value greater than \$5000, but only if the officer or employee knows or has reason to know the outside employer or business supplied the goods or services.

"Domestic partner" is an adult, unrelated by blood, with whom an unmarried or separated officer or employee has an exclusive committed relationship, maintains a mutual residence, and shares basic living expenses.

Employee means any person, whether compensated or not, whether full-time, ~~or~~ part-time, seasonal, or temporary, and employed by or serving the City. The term "employee" shall not include any independent contractor or independent subcontractor or any of their employees.

Family member means a spouse, domestic partner, parent, child, stepchild, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

Financial benefit includes any money, service, license, permit, contract, authorization, loan, discount, travel, entertainment, hospitality, gratuity, or any promise of any of these, or anything else of value. This term does not include legal campaign contributions.

Financial interest is a relationship to something where a direct or indirect financial benefit has been, will be, or might be received as a result of the relationship.

Gift means something of value that is given or bestowed, but shall not be interpreted to mean any lawful campaign donation given to any candidate.

Household includes anyone whose primary residence is in the officer's or employee's home, including nonrelatives who are not paying rent or staff.

Immediate family member means a spouse, an unemancipated child residing in the officer's or employee's household, or a person claimed by the officer or employee, or the officer's or employee's spouse, as a dependent for tax purposes.

Officer means any person, whether full-time or part-time, and whether paid or unpaid, who is one of the following:

- (1) The Mayor.

- (2) A legislative body member.
- ~~(3) The City Manager.~~

Personal benefit includes benefits other than those that are financially advantageous to the officer or employee or the officer's or employee's immediate family member or business associate, and includes, but is not limited to, such things as reputation and the success of one's career.

Personal interest means a relationship to something where a personal benefit has been, will be or might be obtained by certain action or inaction with respect thereto.

Social media is understood to be content created by individuals using the internet. Examples of social media include, but are not limited to, Facebook, Instagram, YouTube, Twitter, LinkedIn, Snapchat, Reddit, and blogs.

Transaction means any matter, including but not limited to, contracts, work, or business with the city, the sale or purchase of real estate by the city, and any request for zoning amendments, variances, or special permits pending before the city, upon which a public officer or employee performs an official act or action.

(Code 1996, § 41.04; Code 1997, § 2-744; Ord. No. 94-12-5229, 12-13-1994; Ord. No. 96-3-5470, 3-26-1996; Ord. No. 97-3-5658, § 4, 3-25-1997)

Secs. 2-745—2-760. Reserved.

DIVISION 2. STANDARDS OF CONDUCT

Sec. 2-761. Conflicts of interest generally.

Every officer and employee of the City shall comply with the following standards of conduct:

- (1) No officer or employee shall have an interest in a business, or engage in any business, transaction or activity, which is in substantial conflict with the proper discharge of the officer or employee's public duties.
- (2) No officer or employee shall intentionally use or attempt to use such person's official position with the City to secure unwarranted privileges or advantages for such person's self or others.
- (3) No officer or employee shall intentionally take or refrain from taking any discretionary action, or agree to take or refrain from taking any discretionary action, or induce or attempt to induce any other officer or employee to take or refrain from taking any discretionary action, on any matter before the City in order to obtain a financial benefit for any of the following:
 - a. The officer or employee.
 - b. A family member.

- c. An outside employer.
 - d. Any business in which the officer or employee, or any family member, has a financial interest.
 - e. Any business with which the officer or employee or any family member is negotiating or seeking prospective employment or other business or professional relationship.
- (4) No officer or employee shall be deemed in violation of any provision in this section if, by reason of the officer's or employee's participation, vote, decision, action or inaction, no financial benefit accrues to the officer or employee, a family member, an outside employer, or a business as defined in subsections (3)d and e of this section, as a member of any business, occupation, profession or other group, to any greater extent than any gain could reasonably be expected to accrue to any other member of the business, occupation, profession or other group.
- (5) Every officer or employee who has a prohibited financial interest which the officer or employee believes or has reason to believe may be affected by such person's participation, vote, decision or other action taken within the scope of such person's public duties shall disclose the precise nature, in writing, to the governing body of the City served by the officer or employee, and the disclosure shall be entered on the official record of the proceedings of the governing body. The officer or employee shall refrain from taking any action with respect to the matter that is the subject of the disclosure.

(Code 1996, § 41.15; Code 1997, § 2-761; Ord. No. 94-12-5229, 12-13-1994; Ord. No. 97-3-5658, § 5, 3-25-1997)

Sec. 2-762. Conflicts of interest in contracts.

In addition to the terms and provisions of this division, all officers and employees of the City shall be made aware of, and at all times comply with, the terms and provisions of KRS 61.252 , or any amendments thereto, pertaining to conflicts of interest in contracts.

Sec. 2-763. Receipt of gifts.

No officer or employee of the City shall directly, or indirectly through any other person or business, solicit or accept any gift having a fair market value of more than ~~\$100.00~~ \$200.00 whether in the form of money, service, loan, travel, entertainment, hospitality, thing, or promise or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence, or could reasonably be expected to influence, the officer or employee in the performance of the officer's or employee's public duties.

Sec. 2-764. Use of City property, equipment and personnel.

No officer or employee of the City shall use or permit the use of city time, funds, personnel, equipment or other personal or real property for the private use of any person, unless:

- (1) The use is specifically authorized by a ~~stated~~ written city policy.

- (2) The use is available to the general public, and then only to the extent and upon the terms that such use is available to the general public.

Sec. 2-765. Representation of interests before City government.

- (a) No officer or employee of the City shall represent any person or business, other than the City, in connection with any cause, proceeding, application, or other matter pending before the City.
- (b) Nothing in this section shall prohibit an employee from representing another employee or employees where the representation is within the context of official labor union or similar representational responsibilities.
- (c) Nothing in this section shall prohibit any officer or employee from representing one's self in matters concerning the officer's or employee's own interests.
- (d) No elected officer shall be prohibited by this section from making any inquiry for information on behalf of a constituent, if no compensation, reward or other thing of value is promised to, given to or accepted by the officer, whether directly or indirectly, in return for the inquiry.

Sec. 2-766. Misuse of confidential information.

No officer or employee of the City shall intentionally use or disclose information acquired in the course of such person's official duties, if the primary purpose of the use or disclosure is to further such person's personal interest or financial interest, or the personal or financial interest that of another person, group, or business. No officer or employee of the City shall use or disclose information acquired during an executive session of the legislative body, absent a lawful request (such as a subpoena or court order). Information shall be deemed confidential if it is not subject to disclosure pursuant to the Kentucky Open Records Act, KRS 61.872 — 61.884, at the time of its use or disclosure.

Sec. 2-767. Honoraria.

- (a) No officer or employee of the City shall accept any compensation, honorarium or gift with a fair market value greater than ~~\$100.00~~ \$200.00 in consideration of an appearance, speech or division unless the appearance, speech or division is both related to the officer's or employee's activities outside of municipal service and is unrelated to the officer's or employee's service with the City.
- (b) Nothing in this section shall prohibit an officer or employee of the City from receiving and retaining from the City or on behalf of the City actual and reasonable out-of-pocket expenses incurred by the officer or employee in connection with an appearance, speech or division, provided that the officer or employee can show by clear and convincing evidence that the expenses were incurred or received on behalf of the City and primarily for the benefit of the City and not primarily for the benefit of the officer or employee or any other person.

(Code 1996, § 41.21; Code 1997, § 2-767; Ord. No. 94-12-5229, 12-13-1994; Ord. No. 96-3-5470, 3-26-1996; Ord. No. 97-3-5658, § 11, 3-25-1997)

Sec. 2-768. Withdrawal from Participation

An officer or employee must refrain from acting on, or discussing, formally or informally, a matter before the city, if acting on the matter, or failing to act on the matter, may personally or financially benefit any of the persons, or entities, listed in Section 2-761 above. Such an officer or employee should leave the room if it is a public meeting conducted under KRS 61.810 and KRS 61.815.

Withdrawal at a meeting requires the public announcement, on the record, of the reason for withdrawal.

Ongoing conflict: An officer or employee whose outside employment, or other outside activity or relationship, can reasonably be expected to require more than sporadic withdrawal must resign, or cease such outside employment or activity. An officer or employee should not begin employment, or an activity or relationship that can reasonably be expected to require more than sporadic withdrawal. If a prospective officer or employee is in such a situation, they should not accept the position with the city.

Sec. 2-769. Endorsements.

(A) No officer or employee in their official capacity may publicly endorse products or services for their own personal or financial interest, or for their family member's personal or financial interest.

(B) However, this does not prohibit an officer or employee from answering inquiries by other governmental officials, consumer organizations, or product information services regarding products or services.

Sec. 2-770. Complicity with Others' Violations.

No officer or employee may, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this code.

Sec. 2-772. Meeting Attendance.

All elected city officers and members of city boards and commissions are expected to attend their meetings. It is a violation of this Ordinance to miss more than four of the meetings in a 12-month calendar year, absent a medical condition which prevents the member's attendance. Violation of this Section by an elected city officer shall be deemed "willful neglect" as that term is used in KRS 83A.040(9).

Sec. 2-773. Social Media.

Elected city officials who want to interact with the community on social media shall conduct themselves professionally and as a representative of the city.

Sec. 2-774. E-mail & Text Messages.

(A) Elected City officials shall maintain an official email address. This must be separate from their personal email account. Officials shall strive to minimize discussion of city business on their personal email accounts.

(C) City officials shall retain any emails on their personal or official email accounts in which City business was discussed and any text messages in which City business was discussed in accordance with the Kentucky Department of Library and Archives' schedule for emails and text messages. City officials shall direct any record keeping questions to the city clerk.

Sec. 2-775. Incompatible Offices

(A) Pursuant to Section 165 of the Kentucky Constitution, no officer or employee of the city may also be a state officer, deputy state officer, or member of the General Assembly, or may fill more than one municipal office at the same time, whether in the same or a different city.

(B) Pursuant to KRS 61.080, no city officer may also hold a county office. In addition, the statute also states that the following city and consolidated local government offices are incompatible with any other public office:

1. Member of the legislative body of cities of the first class;
2. Mayor and member of the legislative council of a consolidated local government; and
3. Mayor and member of the legislative body in cities of the home rule class.

(C) In addition to the constitution and statutory provisions, there are common law incompatibilities defined by the courts. City officers and employment positions are deemed incompatible when one office or position of employment was inherently inconsistent in function with the other. This incompatibility occurs when there arises an implication that the duties and responsibilities of both cannot be performed at the same time with a necessary degree of impartiality and honesty.

(D) KRS 61.090 provides that the acceptance of an incompatible office operates to vacate the first office.

Sec. 2-776. Conduct Unbecoming.

All City employees and officers are expected to conduct their private and public affairs so that no disgrace or disrepute will be brought on the City government. Any conduct in violation of this expectation may subject the employee to the enforcement provisions herein and shall be considered "misconduct" as that term is used in KRS 83A.040(9).

Sec. 2-777. Equal Opportunity Employer.

The City of Paducah seeks to provide equal opportunity to all its employees and applicants for employment and to prohibit discrimination based on race, color, gender, national

origin, age, religion or disability. The City promotes equal opportunity in matters of hiring, training, promotion, pay, employee benefits, and other conditions of employment. Any intentional conduct inconsistent with this policy is a violation of this Ordinance and shall further be considered “misconduct” as that term is used in KRS 83A.040(9).

Secs. 2.778—2-780. Reserved.

DIVISION 3. FINANCIAL DISCLOSURE

Sec. 2-781. Persons who must file statement of financial interests.

The following classes of officers and employees of the City shall file an annual statement of financial interests with the Board of Ethics:

- (1) Elected city officials.
- (2) City Manager.
- (3) Candidates for elected city offices.
- (4) Department Head Level Directors

Sec. 2-782. When to file statements; amended statements.

- (a) The initial statement of financial interests required by this section shall be filed with the Board of Ethics, or the administrative official designated as the custodian of its records by the Board of Ethics, no later than 5:00 p.m., April 15, 1995. All subsequent statements of financial interest shall be filed no later than 5:00 p.m. on April 15 of each year, provided that:
 - (1) An officer or employee newly appointed to fill an office or position of employment with the City shall file such initial statement no later than thirty (30) days after the date of the appointment.
 - (2) A candidate for city office shall file such initial statement no later than thirty (30) days after the date on which the person becomes a candidate for elected city office.
- (b) The Board of Ethics may grant a reasonable extension of time for filing a statement of financial interests for good cause shown.
- (c) In the event there is a material change in any information contained in a financial statement that has been filed with the Board, the officer or employee shall, no later than thirty (30) days after becoming aware of the material change, file an amended statement with the Board.

Sec. 2-783. Form of statement of financial interests.

Those persons listed in section 2-781 herein shall file their statement of financial interests on a form prescribed by the Board of Ethics. The office of the City Clerk shall have available the prescribed form for those requesting. It shall be the obligation and responsibility of the filer to obtain the prescribed form from the office of the City Clerk.

Sec. 2-784. Custody and maintenance of statements of financial interests.

- (a) The Board of Ethics shall be the official custodian of the statements of financial interests. The City Clerk shall assist the Board of Ethics in its custodial duties.
- (b) The detention and destruction schedules for statements of financial interests shall be in conformity with regulations to be promulgated by the Kentucky Archives and Records Commission pursuant to KRS 171.420 ; however, until schedules are promulgated the following interim time frames shall apply:
 - (1) Upon the expiration of three (3) years after a person ceases to be an officer or employee of the City, the Board of Ethics shall direct the City Clerk to destroy any statements of financial interests or copies of those statements filed by the person.
 - (2) Upon the expiration of six (6) months after any election at which a candidate for elected City office was not elected or nominated, the Board shall direct the City Clerk to destroy any statements of financial interests or copies of those statements filed by the person.

Sec. 2-785. Contents of financial interests statement.

- (a) The statement of financial interests shall include the following information for the preceding calendar year:
 - (1) The name, current business address, business telephone number and home address of the filer.
 - (2) The title of the filer's office, office sought or position of employment.
 - (3) The occupation of the filer and the filer's spouse.
 - (4) Information that identifies each source of income of the filer and the filer's immediate family members exceeding \$5,000.00 during the preceding calendar year, and the nature of the income (for example, salary, commission, dividends, retirement fund distribution, etc.).
 - (5) The name and address of any business, if the business has engaged in any business transactions with the City during the past three (3) years, or which is anticipated to engage in any business transactions with the City, in which the filer or any member of the filer's immediate family had at any time during the preceding calendar year an interest of \$10,000.00 at fair market value or five percent ownership interest or more.
 - (6) A designation as commercial, residential or rural, and the location of all real property within the County, other than the filer's primary residence, in which the filer or any member of the filer's immediate family had during the preceding calendar year an interest of \$10,000.00 or more.
 - (7) Each source, by name and address, of gifts or honoraria having an aggregate fair market value of ~~\$100.00~~ \$200.00 or more from any single source who the filer knows, or upon diligent inquiry should know, has a business, contractual or similar relationship with the City, excluding such relationships as taxpayer, license holder and

citizen. Neither the filer nor any member of the filer's immediate family shall be required to include gifts they have received from immediate family members.

- (8) The name and address of financial institutions with whom the filer and filer's immediate family have had a deposit or borrowing relationship during the past twelve (12) months.
- (b) Nothing in this section shall be construed to require any officer or employee to disclose any specific dollar amounts or the names of individual clients or customers of businesses listed as sources of income.

Sec. 2-786. Noncompliance with filing requirement.

- (a) The Board of Ethics, or the designated administrative official, shall notify by certified mail each person required to file a statement of financial interests who fails to file the statement by the due date, files an incomplete statement, or files a statement in a form other than that prescribed by the Board. The notice shall specify the type of failure or delinquency, shall establish a date by which the failure or delinquency shall be remedied, and shall advise the person of the penalties for a violation.
- (b) Any person who fails or refuses to file the statement or who fails or refuses to remedy a deficiency in the filing identified in the notice under subsection (a) of this section within the time period established in the notice shall be guilty of a civil offense and shall be subject to a civil fine imposed by the Board in an amount not to exceed \$25.00 per day, up to a maximum total civil fine of \$500.00. Any civil fine imposed by the Board under this section may be recovered by the City in a civil action in the nature of debt if the offender fails or refuses to pay the penalty within a prescribed period of time.
- (c) Any person who intentionally files a statement of financial interests which such person knows to contain false information or intentionally omits required information shall be guilty of a Class A misdemeanor.

Secs. 2-787—2-800. Reserved.

DIVISION 4. NEPOTISM

Sec. 2-801. Prohibited.

- (a) For the purposes of this ~~division~~ ordinance, the term "family member" means a spouse, domestic partner, parent, child, stepchild, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
- (b) No family member of any elected City official or the City Manager shall be appointed to any office or hired as an employee of the City during the City official's term or the City Manager's employment. Nothing in this section shall prohibit any person from being a candidate for City office or from serving as an elected City official or City Manager because family members were employed by the City at the time the term of office commenced.
- (c) No officer or employee of the City shall advocate, recommend or cause the:
 - (1) Employment;
 - (2) Appointment;

- (3) Promotion;
 - (4) Transfer; or
 - (5) Advancement;
- of a family member to an office or position of employment with the City.
- (d) No officer or employee of the City shall hold an office or position in the supervisory chain-of-command of a family member.
 - (e) No officer or employee of the City shall be promoted to an office or position that would result in a violation of subsection (d) of this section.
 - (f) No officer or employee shall participate in any action relating to the employment or discipline of a family member, except that this prohibition shall not prevent an elected or appointed official from voting on or participating in the development of a budget which includes compensation for a family member, provided that the family member is included only as a member of a class of persons or a group, and the family member benefits to no greater extent than any other similarly situated member of the class or group.
 - (g) The nepotism prohibited in this section shall not prevent the hiring of family members as seasonal employees, for example, in parks, recreation or floodwall departments, provided that their employment does not exceed more than one hundred (100) days in any calendar year and the City makes a finding that the employment is in the best interest of the public.
 - (h) When an officer or employee of the City, by marrying another officer or employee of the City, creates a new relationship in violation of this section, the City Manager shall correct the violation by assigning one of the spouses to another position or department when it is practical to do so.
 - (i) The prohibitions in this section shall not apply to any relationship or situation that would violate the prohibition, but which existed prior to April 1, 2001. However, the City Manager shall correct grandfathered violations of this ~~division~~ ordinance by assigning personnel to other positions or departments when it is practical to do so.

DIVISION 5. CITY POLICIES AND ORDINANCES

Sec. 2-802. City Policies.

The following policies of the City of Paducah are incorporated herein by reference such that a violation thereof is considered an ethical violation by the officer and therefore “misconduct” as that term is used in KRS 83A.040(9).

<u>GA-3</u>	<u>Use of City’s Name for Personal Gain (Effective June 24, 1991)</u>
<u>HR-1</u>	<u>Records & Internal Control (Effective January 8, 2007)</u>
<u>HR-17</u>	<u>Anti-Harassment Policy (Effective September 18, 2003)</u>
<u>HR-31</u>	<u>HIPAA Compliance (Effective February 28, 2012)</u>
<u>HR-34</u>	<u>Workplace Violence Policy (Effective August 15, 2006)</u>
<u>HR-41</u>	<u>Professional Workplace Environment (Effective June 4, 2019)</u>

Any amendments to these policies will not automatically amend this Section. The City Manager shall notify the Commission within 30 days after an incorporated policy has been amended so the amended policy may be considered for inclusion herein. Further, when a new policy is adopted in which the City Manager has reason to believe that the provisions should be applicable to officers and/or elected officials, the City Manager shall notify the Commission within thirty (30) days of such adoption so the new policy can be considered for inclusion herein.

Sec. 2-803. City Ordinances.

Officers of the City of Paducah shall abide by all City Ordinances. In addition to the enforcement procedures set forth in the applicable ordinance violated, failure of an officer to abide by the provisions of an ordinance shall be considered “misconduct” as that term is used in KRS 83A.040(9) and may subject the officer/elected official to the hearing procedures set forth therein.

Secs. 2-804—2-820. Reserved.

DIVISION 6. ENFORCEMENT

Sec. 2-821. Board of Ethics created.

- (a) There is hereby created a Board of Ethics, which shall have the authorities, duties, and responsibilities as set forth in this division, to enforce the provisions of this ordinance.
- (b) The Board of Ethics shall consist of three (3) members, who shall be appointed by the Mayor, subject to the approval of the City Commission. The initial members of the Board of Ethics shall be appointed within sixty (60) days of the effective date of the ordinance from which this division is derived. No member of the Board of Ethics shall hold any elected or appointed office, whether paid or unpaid, or any position of employment with the City or any city board, City Commission or similar city agency. The members shall serve for a term of three (3) years; except that, with respect to the members initially appointed, one (1) member shall be appointed for a term of one (1) year, one (1) member shall be appointed for a term of two (2) years, and one (1) member shall be appointed for a term of three (3) years. Thereafter, all appointments shall be for a term of three (3) years. Each member of the Board of Ethics shall have been a resident of the City for at least one (1) year prior to the date of the appointment and shall reside in the City throughout the term in office. The members of the Board of Ethics shall be chosen by virtue of their known and consistent reputation for integrity and their knowledge of local government affairs. The members may be reappointed for three (3) consecutive full (three-year) terms.
- (c) A member of the Board of Ethics may be removed by the Mayor, subject to the approval of the City Commission, for misconduct, inability or willful neglect of duties, as defined herein. Before any member of the Board of Ethics is removed from office under this section, the member shall be afforded the opportunity for a hearing before the City Commission.
- (d) Vacancies on the Board of Ethics shall be filled within sixty (60) days by the Mayor, subject to the approval of the City Commission. If a vacancy is not filled by the executive authority

within sixty (60) days, the remaining members of the Board of Ethics shall fill the vacancy. All vacancies shall be filled for the remainder of the unexpired term.

- (e) Members of the Board of Ethics shall serve without compensation, unless otherwise approved by the legislative body.
- (f) The Board of Ethics shall, upon the initial appointment of its members, and annually thereafter, elect a Chairperson from among the membership. The Chairperson shall be the presiding officer and a full voting member of the Board.
- (g) The Board of Ethics shall meet at least once annually. The regular meeting date shall be the first Monday in May of each year. ~~Thereafter,~~ All other meetings of the Board of Ethics shall be held as necessary upon the call of the Chairperson or at the written request of a majority of the members.
- (h) The presence of two (2) or more members shall constitute a quorum and the affirmative vote of two (2) or more members shall be necessary for any official action to be taken. Any member of the Board of Ethics who has a conflict of interest with respect to any matter to be considered by the Board shall disclose the nature of the conflict, shall disqualify such member's self from voting on the matter and remove themselves from the proceeding, and shall not be counted for purposes of establishing a quorum.
- (i) Minutes shall be kept for all proceedings of the Board of Ethics and the vote of each member on any issue decided by the Board shall be recorded in the minutes. Upon request of the Board of Ethics, the City Clerk shall attend their meetings and assist in administrative duties, including maintaining the minutes of their meetings.

Sec. 2-822. Powers and duties of the Board of Ethics.

- (a) The Board of Ethics shall have the following powers:
 - (1) To initiate, receive, hear and review complaints and hold hearings regarding possible violations of the Ethics Code;
 - (2) To forward to appropriate agencies of State and local government information concerning violations which may be used in criminal or other proceedings;
 - (3) To render advisory opinions to city officers and employees regarding whether a given set of facts and circumstances constitutes a violation of any provisions of the Code of Ethics;
 - (4) To enforce the provisions of the Code of Ethics with regard to local government officers and employees and to impose penalties for violations as authorized;
 - (5) To retain the services of attorneys, accountants or other advisors who are independent of the City upon terms and conditions approved by Board of Commissioners; and
 - (6) To adopt rules and regulations reasonable and necessary to implement the Ethics Code and its maintenance of all financial disclosure statements.
- (b) Any person who fails or refuses to obey a lawful order issued in the exercise of the powers of the Board of Ethics shall be guilty of a Class A misdemeanor.
- ~~(c) Decisions of the Board of Ethics regarding violations shall be appealable to the Circuit Court.~~

Sec. 2-823. Filing and investigation of complaints.

- (a) All complaints alleging any violation of the provisions of this ~~division~~ ordinance shall be submitted to the Board of Ethics, or the City Clerk who is hereby designated as the administrative official designated by ~~of the Board of Ethics~~. All complaints shall be in writing, and signed by the complainant, shall identify the specific provision(s) of this ordinance that is alleged to have been violated by the subject of the complaint, and shall meet any other requirements established by the Board of Ethics. The Board of Ethics shall acknowledge receipt of a complaint to the complainant within ten (10) working days from the date of receipt. The Board shall forward within ten (10) working days to each officer or employee of the City who is the subject of the complaint a copy of the complaint and a general statement of the applicable provisions of this ~~division~~ ordinance.
- (b) If the subject of the complaint is an elected official, a copy of the complaint shall be forwarded within ten (10) working days of the date of receipt to the Board of Commissioners so that, if applicable, the provisions of KRS 83A.040(9) can be considered. The Board of Commissioners shall notify the Board of Ethics within ten (10) working days of receipt of the complaint whether the alleged violation is governed by the provisions of KRS 83A.040(9) and whether the Board of Commissioners intends to proceed with the procedures set forth therein. If the Board of Commissioners notifies the Board of Ethics of its intent to proceed, the Board of Ethics shall suspend its investigation of the complaint. If the Board of Commissioners declines to proceed under KRS 83A.040(9), then the Board of Ethics shall proceed under the provisions of this ordinance.
- (c) Within thirty (30) days of the receipt of a ~~proper~~ complaint, the Board of Ethics shall:
 - (1) Determine whether the Board has jurisdiction over the complaint;
 - (2) If the Board has jurisdiction, then the Board shall conduct a preliminary inquiry into the factual ~~concerning the~~ allegations contained in the complaint, which may include interviewing the complainant, the subject of the complaint, and witnesses, in addition to reviewing any applicable documentary evidence;
 - (3) If, following the preliminary inquiry, the Board finds there to be a minimal factual basis to constitute a violation, then the remaining provisions of this Section shall be followed. If the Board does not have jurisdiction over the complaint or finds the complaint to be frivolous or without factual basis to constitute a violation, then the complaint shall be dismissed in writing, with a copy to the complainant and the subject of the complaint. ~~The Board shall afford a person who is the subject of the complaint an opportunity to respond to the allegations in the complaint. The person shall have the right to be represented by counsel, to appear and be heard under oath, and to offer evidence in response to the allegations.~~
- (c) All proceedings and records relating to a preliminary inquiry being conducted by the Board of Ethics shall be confidential until a final determination is made by the Board, except:
 - (1) The Board may turn over to the commonwealth's attorney or County Attorney evidence which may be used in criminal proceedings.

- (2) If the complainant or alleged violator publicly discloses the existence of a preliminary inquiry, the Board may publicly confirm the existence of the inquiry, and, in its discretion, make public any documents which were issued to either party.
- (d) ~~The Board shall make a determination based on its preliminary inquiry whether the complaint is within its jurisdiction and, if so, whether it alleges a minimal factual basis to constitute a violation of this division. If the Board concludes that the complaint is outside of its jurisdiction, frivolous or without factual basis, the Board shall immediately terminate the inquiry, reduce the conclusion to writing and transmit a copy of its decision to the complainant and to all officers or employees against whom the complaint was filed.~~

If the Board of Ethics concludes, based upon its preliminary inquiry, that the complaint is within its jurisdiction and contains allegations sufficient to establish a minimal factual basis to constitute a violation, the Board shall notify the officer or employee who is the subject of the complaint, and may:

- (1) ~~Due to mitigating circumstances, such as lack of significant economic advantage or gain by the officer or employee, lack of economic loss to the City and its taxpayers or lack of significant impact on public confidence in city government, issue, in writing, a confidential reprimand to the officer or employee concerning the alleged violation and provide a copy of the confidential reprimand to the executive authority and governing body of the City. The reprimands mentioned herein will be confidential only to the extent that the confidentiality is not inconsistent with the provisions of Kentucky's Open Record Act. initiate a the hearing process set forth herein to determine whether there has been a violation.~~
- (e) Any person who knowingly files with the Board a false complaint alleging a violation of any provision of this ~~division~~ ordinance by an officer or employee of the City shall be guilty of a Class A misdemeanor.

Sec. 2-824. Notice of hearings.

If the Board of Ethics determines that a hearing regarding allegations contained in the complaint is necessary, the Board shall issue an order setting the matter for a hearing within thirty (30) days of the date the order is issued, unless the alleged violator petitions for and the Board consents to a later date. The order setting the matter for hearing, along with a copy of any pertinent regulations of the Board relating to the hearing, shall be sent to the alleged violator within twenty-four (24) hours of the time the order setting a hearing is issued.

Sec. 2-825. Hearing procedure.

- (a) The Kentucky Rules of Civil Procedure and the Kentucky Rules of Evidence shall not apply to hearings conducted by the Board of Ethics; however, the hearings shall be conducted in accordance with this section and in accordance with any additional rules and regulations adopted by the Board so as to afford all parties the full range of due process rights required by the nature of the proceedings.
- (b) Prior to the commencement of the hearing, the alleged violator, or a representative, shall have a reasonable opportunity to review the complaint and examine all documents and records obtained or prepared by the Board in connection with the matter to be heard. The

Board shall inform the alleged violator, or representative, of any exculpatory evidence in its possession.

- (c) All testimony in a Board hearing shall be taken under oath, administered by the presiding officer or court reporter, if one has been retained. All parties shall have the right to call and examine witness, to introduce exhibits, to cross-examine witnesses, to submit evidence, and to be represented by counsel. ~~All witnesses shall have the right to be represented by counsel. The entirety of the hearing shall be recorded.~~
- (d) ~~Any person whose name is mentioned during the hearing and who may be adversely affected thereby may appear personally before the Board, with or without counsel, to give a statement regarding the adverse mention, or may file a written statement regarding the adverse mention for incorporation into the record of the proceeding.~~
- (d) All hearings of the Board of Ethics shall be public unless the respondent requests the hearing to be held in executive session or the members otherwise vote to go into executive session in accordance with KRS 61.810.
- (e) After the conclusion of the hearing, the Board of Ethics shall, as soon as practicable, begin deliberations in executive session for the purpose of reviewing the evidence before it and making a determination whether a violation of this ~~division ordinance~~ has been proven by a preponderance of the evidence. Within thirty (30) days after completion of the hearing, the Board shall issue a written report of its findings and conclusions.
- (f) If the Board concludes in its report that no violation of this ~~division ordinance~~ has occurred, it shall immediately send written notice of this determination to the officer or employee who was the subject of the complaint and to the party who filed the complaint.
- (g) If the Board concludes in its report that in consideration of the evidence produced at the hearing, ~~there is clear and convincing proof of a~~ A violation of this division ordinance occurred based on a preponderance of the evidence, the Board may, in addition to the range of penalties listed in the Penalties Section of this Ordinance, impose one or more of the following:
 - (1) Issue an order requiring the violator to cease and desist the violation.
 - (2) In writing, publicly reprimand the violator for the violations and provide a copy of the reprimand to the City Commission ~~of the City with which the violator serves~~.
 - (3) In writing, recommend to the City Commission that the violator be sanctioned as recommended by the Board, which may include a recommendation for discipline or dismissal, or removal from office.
 - (4) Issue an order requiring the violator to pay a civil penalty of not more than \$1,000.00.
 - (5) Refer evidence of criminal violations ~~of this division or State laws~~ to the County Attorney or commonwealth's attorney of the jurisdiction for prosecution.

Sec. 2-826. Appeals.

Any person who is found guilty of a violation of any provision of this ~~division ordinance~~ by the Board of Ethics may appeal the finding to the Circuit Court of the County within thirty (30) days after the date of the final action by the Board of Ethics by filing a petition with the court

against the Board. The Board shall transmit to the Clerk of the court all evidence considered by the Board at the public hearing, along with a recording and/or transcript of the hearing.

Sec. 2-827. Limitation of actions.

Except when the period of limitation is otherwise established by State law, an action for a violation of this article must be brought within one (1) year after the violation is has occurred. If the violation is not discovered within one (1) year of the occurrence, an action may only be brought within one (1) year of the discovery if, in the exercise of reasonable diligence, the violation could not have been discovered within one (1) year after the occurrence.

Sec. 2-828. Reprisals against persons disclosing violations prohibited.

- (a) No officer or employee of the City shall subject to reprisal, or directly or indirectly use, or threaten to use, any official authority or influence in any manner whatsoever which tends to discourage, restrain, deter, prevent, interfere with, coerce or discriminate against, any person who in good faith reports, discloses, divulges or otherwise brings to the attention of the Board of Ethics or any other agency or official of the City or the commonwealth any facts or information relative to an actual or suspected violation of this division.
- (b) This section shall not be construed as prohibiting disciplinary or punitive action if an officer or employee of the City discloses information which such person knows:
 - (1) To be false or which such person discloses with reckless disregard for its truth or falsity.
 - (2) To be exempt from required disclosure under the provisions of the Kentucky Open Records Act, KRS 61.870 — 61.884 .
 - (3) Is confidential under any other provision of law.

Sec. 2-829. Penalties.

- (a) Except when another penalty is specifically set forth in this ~~division~~ ordinance, any officer or employee of the City who is found by the Board of Ethics to have violated any provision of this ~~division~~ ordinance shall be deemed guilty of a civil offense and may be subject to a civil fine imposed by the Board of Ethics not to exceed \$1,000.00, which may be recovered by the City in a civil action in the nature of debt if the offender fails to pay the penalty within a prescribed period of time.
- (b) In addition to all other penalties which may be imposed under this ~~division~~ ordinance, any officer or employee of the City who is found by the Board of Ethics to have violated any provision of this ~~division~~ ordinance shall forfeit to the City an amount equal to the economic benefit or gain which the officer or employee is determined by the Board to have realized as a result of the violation. The amount of any forfeiture may be recovered by the City in a civil action in the nature of debt, if the offender fails to pay the amount of the forfeiture within a prescribed period of time.
- (c) In addition to all other penalties which may be imposed under this ~~division~~ ordinance, a finding by the Board of Ethics that an officer or employee of the City is guilty of a violation of this ~~division~~ ordinance shall be sufficient cause for removal, suspension, demotion or other disciplinary action by the executive authority of the City or by any other officer or

agency having the power of removal or discipline. Any action to remove or discipline any officer or employee for a violation of this ~~division~~ ordinance shall be taken in accordance with all applicable ordinances and regulations of the City and all applicable laws of the Commonwealth.

Secs. 2-830—2-850. Reserved.

SECTION 3. Severability. If any provision of this ordinance is deemed by a court of competent jurisdiction to be unenforceable or unconstitutional, the remaining provision of this ordinance shall continue in full force and effect.

SECTION 4. Conflicting Ordinances Repealed. All other ordinances and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

SECTION 5. Effective Date. This ordinance shall take full force and effect immediately upon publication as required by KRS 83A.060.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, _____
Adopted by the Board of Commissioners, _____
Recorded by City Clerk, _____
Published by *The Paducah Sun*, _____

Agenda Action Form

Paducah City Commission

Meeting Date: November 28, 2023

Short Title: Amend the definition of Project in the Series 2020A Bond Ordinance to include other public projects - **D. JORDAN**

Category: Ordinance

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

Background Information: On November 26, 2019, the Board of Commissioners enacted an ordinance that authorized the issuance of the City of Paducah, Kentucky General Obligation Bonds, Series 2020A for the purposes of constructing, equipping and installing a municipal Sports and recreation facility. Since that time, the Commission has determined that it is in the best interest of the City to move forward with an outdoor public sports complex, new terminal facilities and improvements at Barkley Regional Airport, new equipment for the Paducah/McCracken County Public Safety Radio Communications System, and additional projects deemed necessary by the Board of Commissioners. This ordinance amends the definition of "Project" as it is used in the Series 2020A Bond Ordinance to reflect the updated project uses. The amendment of the definition of "Project" within the Series 2020A Bond Ordinance does not require the consent of holders of the Series 2020A Bonds, but will promote transparency by the City in its application of the proceeds of the Series 2020A Bonds to the updated projects.

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

If yes, please list the Commission Priority: 911 Radio Equipment Upgrade & Outdoor Sports Facilities

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approval.

Attachments:

1. ORD Paducah 2020A - Amending Ordinance

**AN ORDINANCE OF THE CITY OF PADUCAH,
KENTUCKY AMENDING THE DEFINITION OF
“PROJECT” IN THE ORDINANCE OF THE CITY DATED
NOVEMBER 26, 2019, TO PERMIT THE PROCEEDS OF
THE CITY’S GENERAL OBLIGATION BONDS, SERIES
2020A TO BE SPENT FOR COSTS OF OTHER PUBLIC
PROJECTS**

WHEREAS, on November 26, 2019, the Board of Commissioners (the “Board”) of the City of Paducah, Kentucky (the “City”) enacted an ordinance (the “Series 2020A Bond Ordinance”) that authorized the issuance of the City of Paducah, Kentucky General Obligation Bonds, Series 2020A (the “Series 2020A Bonds”) for the purposes of (a) acquiring, constructing, equipping, and installing a municipal sports and recreational facility located within the jurisdictional boundaries of the City consisting of, without limitation, (i) an indoor aquatic facility with competitive swimming, warm water, and therapy amenities, (ii) basketball, volleyball, weight lifting, fitness, running, and walking amenities, (iii) concession amenities, (iv) viewing areas, (v) locker rooms, (vi) childcare space, and (vii) meeting space (collectively, the “Aquatic Center Project”), (b) paying capitalized interest on the Series 2020A Bonds during construction of the Aquatic Center Project, and (c) paying costs of issuance of the Series 2020A Bonds; and

WHEREAS, the Board has determined not to move forward with the Aquatic Center Project as a result of the difficulties presented by the COVID-19 pandemic and other challenges related to the Aquatic Center Project; and

WHEREAS, the Board desires to amend the definition of “Project” within the Series 2020A Bond Ordinance to permit the City to expend the remaining proceeds of the Series 2020A Bonds for other public projects of the City, which would have otherwise originally qualified for financing with use of the proceeds of the Series 2020A Bonds under Sections 66.011 et. seq. of the Kentucky Revised Statutes, as amended (the “General Obligation Act”), including:

- (i) an outdoor public sports complex consisting of softball, baseball, and rectangular fields (soccer and similar uses) and other related facilities and amenities;
- (ii) new terminal facilities and improvements at Barkley Regional Airport;
- (iii) new facilities and equipment to be utilized by the 911 Communications Services Division of the City’s Police Department; and
- (iv) one or more additional public projects deemed necessary or desirable by the Board (collectively, the “New Projects”); and

WHEREAS, the amendment of the definition of “Project” within the Series 2020A Bond Ordinance does not require the consent of holders of the Series 2020A Bonds, but will promote transparency by the City in its application of the proceeds of the Series 2020A Bonds to the New Projects;

NOW, THEREFORE, BE IT ORDAINED by the City of Paducah, Kentucky, as follows:

Section 1. Affirmation and Incorporation of Preamble. The facts and statements contained in the foregoing preamble of this Ordinance, including the terms defined therein, are hereby affirmed and incorporated as a part of this Ordinance.

Section 2. Declaration of Public Purpose and Necessity. The Board hereby declares each of the New Projects to be public projects engaged in by the City for public purposes under the General Obligation Act. The Board hereby confirms the necessity of the Series 2020A Bonds and hereby declares the necessity of each of the New Projects as required by Section 66.101 of the General Obligation Act.

Section 3. Amendment of Definition of Project in Series 2020A Bond Ordinance. The definition of “Project” in the Series 2020A Bond Ordinance is hereby amended and restated in its entirety as follows:

“Project” means the acquisition, construction, installation, and equipping by the City of each of the following:

- (i) an outdoor public sports complex consisting of softball, baseball, and rectangular fields (soccer and similar uses) and other related facilities and amenities;
- (ii) new terminal facilities and improvements at Barkley Regional Airport;
- (iii) new facilities and equipment to be utilized by the 911 Communications Services Division of the City’s Police Department; and
- (iv) one or more additional public projects deemed necessary or desirable by the Board.

Section 4. Further Actions. In connection with the undertaking and implementation by the City of the amendment herein described, which is hereby expressly directed, the Designated Officers of the City (as defined in the Series 2020A Bond Ordinance) are hereby authorized and directed to take and carry out such further necessary, desirable, or appropriate actions to effect such amendment.

Section 5. Severability. If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed to be severable from all remaining provisions and shall not affect the validity of such other provisions.

Section 6. Inconsistent Actions. All prior ordinances, resolutions, orders, or parts thereof inconsistent herewith are hereby repealed. The Series 2020A Bond Ordinance, except to the extent otherwise amended herein, is hereby affirmed.

Section 7. Open Meetings Compliance. All meetings of the Board and of its committees and any other public bodies, at which the formal actions in connection with this Ordinance, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such

meetings, after proper notice, were open to the public, in compliance with all legal requirements including KRS Sections 61.805 through 61.850.

Section 8. Effective Date. This Ordinance shall become effective immediately upon adoption and publication of a summary thereof, as provided by law.

SIGNATURE PAGE TO ORDINANCE

INTRODUCED AND PUBLICLY READ ON FIRST READING on _____,
20____.

PUBLICLY READ, ADOPTED AND APPROVED ON SECOND READING, this
_____, 20____.

CITY OF PADUCAH, KENTUCKY

By: _____
George P. Bray
Mayor

Attest:

By: _____
Lindsay Parish
City Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Paducah, Kentucky, and as such City Clerk, I further certify that the foregoing is a true, correct, and complete copy of an Ordinance duly enacted by the Board of Commissioners of the City at a duly convened meeting held on _____, 20____, on the same occasion signed by the Mayor as evidence of his approval, and now in full force and effect, all as appears from the official records of the City in my possession and under my control.

Witness my hand as of _____, 20____.

Lindsay Parish
City Clerk

ORD\ Paducah 2020A - Amending Ordinance
(22500356.1)